

# 2014 - 2017 Collective Agreement

between

**EPCOR Utilities Inc.**

(hereinafter called the "Company")



-and-

**Civic Service Union 52**

(hereinafter called the "Union")



Duration: May 3, 2015 to December 23<sup>rd</sup>, 2017

# Collective Agreement

between

## EPCOR Utilities Inc.

(hereinafter referred to as the "Company")

Of the first Part

- and -

## Civic Service Union 52

(hereinafter referred to as the "Union")

Of the Second Part

Duration: May 3, 2015 to December 23<sup>rd</sup>, 2017

### Table of Contents

Errors and Omissions .....	5
1. Amendment and Termination.....	6
2. Scope.....	7
3. Definitions.....	7
3.01. Anniversary Date.....	7
3.02. Average Daily Hours of Work .....	7
3.03. Continuous Employment.....	7
3.04. Disability .....	7
3.05. Employee .....	7
3.06. Imminent Danger .....	9
3.07. Increment .....	9
3.08. Member .....	9
3.09. Off Days .....	9
3.10. Position.....	9
3.11. Promotion.....	9
3.12. Red Circled Employee .....	10
3.13. Regular Hours of Work .....	10
3.14. Regular Rate of Pay .....	10
3.15. Seniority.....	10
3.16. Step.....	10
3.17. Vacation Anniversary Date .....	10
3.18. First (1 <sup>st</sup> ) Vacation Anniversary.....	10
3.19. Stream .....	10
3.20. Job Level.....	10
4. Managerial Responsibilities.....	11
4.01. Managerial Rights.....	11
4.02. Discipline .....	11
4.03. Driving Accident Investigation.....	12
4.04. Cash Handling.....	12
4.05. No Strike Or Lockout.....	12
5. Union Security .....	12
5.02. No Discrimination.....	12
5.03. Forwarding of Union Dues.....	12

5.04.	Names and Addresses of Representatives .....	13
5.05.	Notice Board Space.....	13
6.	Working Conditions .....	13
6.01.	Hours of Work .....	13
6.02.	Overtime Work .....	14
6.03.	Banked Overtime .....	15
6.04.	Pay for Work on Off Days .....	16
6.05.	Pay for Work on Statutory Holidays.....	16
6.06.	Temporary Change of Duties.....	17
6.07.	Shift Differential.....	17
6.08.	Weekend Work Premium .....	17
6.09.	Standby Service and Pay .....	17
6.10.	Stacking of Premiums .....	18
7.	Remuneration .....	18
7.01.	Wages .....	18
7.02.	Retroactive Pay.....	19
7.03.	Implementation of Negotiated Increase .....	19
8.	Fringe Benefits .....	20
8.01.	Statutory Holidays.....	20
8.02.	Annual Vacation Leave .....	21
8.03.	Leave of Absence .....	26
8.04.	Supplementation of Compensation Award .....	33
8.05.	Clothing .....	33
8.06.	Safety Boot Subsidy .....	34
8.07.	Parking and Mileage.....	34
8.08.	Employee Training and Career Development.....	35
9.	Employment.....	35
9.01.	Terms of the Probationary Period .....	35
9.02.	Extension of the Probationary Period.....	35
10.	Promotions.....	35
11.	Employment Security .....	36
11.01.	Layoffs and Recalls .....	36
11.02.	Technological Change .....	41
11.03.	Contracting Out.....	41
11.04.	Transfers .....	41
12.	Posting and Filling Vacancies.....	42
13.	Seniority.....	44
13.06.	Loss of Seniority.....	44
14.	Creation of a New Stream or Job Level .....	45
15.	Developmental Opportunity Concept.....	45
16.	Dispute Resolution Process .....	46
16.01.	Definitions .....	46
16.02.	Problem-Solving.....	46
16.03.	Consultation .....	47
16.04.	Formal Review.....	48
16.05.	Arbitration.....	48
16.06.	General.....	50
17.	Reporting for Duty.....	50
18.	Flexible Hours of Work.....	51
19.	Pensions.....	51
20.	Position Evaluation Program.....	51
21.	HAY Job Evaluation Process .....	51

21.01.	Position Reviews.....	51
21.02.	Appeals.....	52
21.03.	Arbitration.....	52
22.	Safety.....	53
23.	Health and Welfare Benefits.....	54
24.	Medical Evaluations.....	54
25.	Jurisdictional Allocations.....	54
26.	Part-Time Employees.....	54
26.01.	Hours of Work.....	54
26.02.	Overtime.....	55
26.03.	Shift Differential.....	55
26.04.	Weekend Work Premium.....	55
26.05.	Wages.....	55
26.06.	Statutory Holidays.....	56
26.07.	Annual Vacation Leave.....	57
26.08.	Employment.....	57
26.09.	Health and Welfare Benefits.....	58
	Appendices.....	60
	Addendum to the Collective Agreement.....	71
	Compressed Hours of Work Program – EPCOR Water Services Inc. – Water Trouble Dispatch (Public Service Representatives).....	72
	Compressed Hours of Work Program – EPCOR Distribution & Transmission Inc. – Public Service Representatives (12 Hour Shifts).....	75
	Provisions Applicable to Service Consultants.....	78
	Jurisdictional Allocations.....	<b>84</b>
	Wind-up of Former Income Replacement Plan – Applies Only to Former City of Edmonton Employees.....	86
	Letters of Understanding.....	88
	Letter 1 – Flexible Hours of Work.....	89
	Letter 2 – Work Experience Programs.....	91
	Letter 3 – Summer and Temporary Employment.....	91
	Letter 4 – Out of Town - Travel & Expenses.....	92
	Letter 5 – Positions within Public & Government Affairs – Flexible Hours of Work.....	96
	Letter 6 – Short-Term Incentive Pay Program.....	97
	Letter 7 – Roster of Arbitrators.....	97
	Letter 8 – Leave for <i>Employee</i> and Family Related Responsibilities.....	98
	Letter 9 – Engineering & Business Co-op Students.....	99
	Letter 10 – <i>Severance</i> .....	99
	Letter 11– Alberta Environment <i>and Sustainable Resource Development</i> – Water <i>and Wastewater Operators Certification</i> .....	100

## NOTES:

1. \* An asterisk (\*) designates a Clause that existed in the previous agreement which has been reworded – **words could be added or deleted from the Clause**. Any new words which have been added appear in *“Italics”* and are **bolded**.
2. A double asterisk (\*\*) designates a new Clause and / or a new Article.

## Errors and Omissions

The Company and the Union agree that this document will accurately reflect all items agreed to during collective bargaining. However, errors or omissions that may be found in this agreement will be rectified based on mutual agreement between the parties.

# Collective Agreement

between

## **EPCOR Utilities Inc.**

(hereinafter referred to as the "Company")

Of the first Part

- and -

## **Civic Service Union 52**

(hereinafter referred to as the "Union")

Of the Second Part

### 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.

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.

### NOW THEREFORE:

The Company and the Union mutually agree as follows:

## **1. Amendment and Termination**

\* The duration of this Agreement will be effective from ***May 03<sup>rd</sup>, 2015 to December 23<sup>rd</sup>, 2017.***

This agreement will take effect on the above-specified date and will continue in force and effect beyond the expiration date from year to year thereafter unless notification of desire to amend the agreement is given in writing by either party to the other not more than one hundred and twenty (120) days nor less than sixty (60) days prior to the expiration date. If amendment is desired the contents of the amendment will be transmitted to the other party within the time limit set out above and the existing agreement will remain in force in accordance with the provisions of the Labour Relations Code. Changes in this agreement agreed upon by the parties, may be made at any time, provided that such changes are agreed to in writing and executed by the signing officers of the parties to the agreement.

## 2. Scope

This agreement will apply to all employees of the Company within the bargaining unit as the said bargaining unit may from time to time be determined by the Labour Relations Board.

## 3. Definitions

### 3.01. Anniversary Date

“Anniversary date” in respect to vacation entitlement will mean the annual anniversary of the date of an employee’s appointment with the City of Edmonton and/or the Company.

### 3.02. Average Daily Hours of Work

“Average daily hours of work” will mean the scheduled hours of work assigned to an employee, exclusive of overtime, in a bi-weekly pay period divided by ten (10). The scheduled hours of work will be calculated over the employee’s complete shift cycle. Where an employee is not subject to a shift cycle, the average daily hours of work will be determined by dividing the total hours worked by the employee in the preceding four (4) pay periods by four (4) and further dividing this quotient by ten (10).

### 3.03. Continuous Employment

“Continuous employment” will mean continuous permanent or probationary employment with the City of Edmonton and/or the Company. When used in this agreement, will apply to any employment averaging twenty hours per week over fifty-two (52) consecutive weeks. To be continuously employed, an employee will work or be compensated for some portion of each week during the fifty-two (52) week period.

### 3.04. Disability

“Disability” will mean, unless otherwise specified, the inability of a member to perform all of the regular duties of their occupation by reason of a non-compensable illness or injury.

### 3.05. Employee

\* “Employee” will mean a person covered by this Collective Agreement and employed by the Company.

#### (a) Permanent Employee

“Permanent employee” will mean any employee who has successfully completed the required probationary period of a permanent position in their initial employment with the Company and who has remained in the employ of the Company. An employee will not cease to be a permanent employee by virtue of their filling another position on a temporary basis or by working less than twenty (20) hours per week on an intermittent basis.

(i) Full-time Employee

“Full-time employee” will mean an employee who occupies a position which is assigned working hours as outlined in Clause 6.01.

(ii) Part-time Employee

“Part-time employee” will mean an employee who occupies a position which is assigned working hours as outlined in Clause 26.01.

(b) Probationary Employee

“Probationary employee” will mean any employee who is filling a permanent position and is serving the required probationary period.

(c) Temporary Employee

\*

“Temporary employee” will mean an employee who is filling a position:

- (i) On a temporary basis for a term of up to twelve (12) months; or
- (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) months; or
- (iii) On an on-going part-time basis averaging less than twenty (20) hours per week.

(1) A temporary employee may be part-time or full-time.

(2) A temporary employee's term may be extended by mutual agreement between the Company and the Union.

(3) An employee who has been continuously employed for a period longer than the applicable term specified in **3.05(c) (i) (ii) (iii)** in a position coming within the scope of this agreement, will automatically become a permanent employee and will immediately receive a minimum of one increment in the range.

\*

This provision will not be applicable if the parties reach mutual agreement to extend the term of a temporary position.



(d) Provisional Employee

“Provisional employee” will mean an employee engaged in employment within the jurisdiction of the Union who has completed one thousand nine hundred and forty-four (1,944) hours of temporary service in a position coming within the scope of this agreement in a period of three (3) consecutive years. Temporary service will only be recognized if the reason for termination from said service is as a result of being laid off or such other reasons approved by the Company. A break in employment of twelve (12) consecutive months will cancel provisional status, as will termination of employment by the Company or voluntary resignation by the employee.

3.06. Imminent Danger

“Imminent danger” will mean a danger which is not normal for that occupation or a danger under which a person engaged in that occupation would not normally carry out their work.

3.07. Increment

“Increment” will mean the difference between one step and the immediately next greater step of the same pay range.

3.08. Member

“Member”, in reference to a specific Plan contained herein, will mean an individual who through their employment with the Company has entered into participation in such Plan, in accordance with the requirements of such Plan and has continued to participate in such Plan.

3.09. Off Days

“Off days” will mean those days of rest without pay which are regularly scheduled on a weekly or cyclical basis in conjunction with the employee’s regularly scheduled hours of work.

3.10. Position

“Position” will mean a specific set of duties and conditions developed for the purpose of assignment to a single incumbent.

(a) Temporary Position

A temporary position will not exceed twelve (12) months. A temporary position may be extended by mutual agreement between the Company and the Union.

3.11. Promotion

“Promotion” will normally mean the advancement of an employee to a position with a higher regular rate of pay than their present position. In addition, please refer to Clause 11.04(b)(ii) and Addendum IV, Clause 7.01(d).

3.12. Red Circled Employee

“Red circled employee” will mean those employees whose regular rate of pay exceeds the maximum salary of their current job level. Employees with this status will not be eligible for any negotiated increases until such time as the maximum salary for their current job level meets or exceeds their regular rate of pay.

3.13. Regular Hours of Work

“Regular hours of work” will mean the assigned daily hours of work, exclusive of overtime.

3.14. Regular Rate of Pay

“Regular rate of pay” will mean the rate of pay assigned to an incumbent of a position within the pay range specified for the class of such position or such higher special rate which may be authorized.

3.15. Seniority

“Seniority” will mean the period of time attributed to a permanent employee in recognition of the employee’s length of unbroken employment as a probationary, permanent, full-time temporary, and full-time provisional employee in any position coming within the scope of this agreement.

3.16. Step

“Step” will mean an established pay level (rate of pay) within the pay range assigned a position or job level.

3.17. Vacation Anniversary Date

“Vacation Anniversary Date” will mean the date of January 1 of the year in which the employee was hired.

3.18. First (1<sup>st</sup>) Vacation Anniversary

“First (1<sup>st</sup>) Vacation Anniversary” will mean the January 1<sup>st</sup> that follows an employee’s hire date.

3.19. Stream

“Stream” will mean a grouping of jobs that have relatively comparable skills, knowledge and experience.

3.20. Job Level

“Job Level” will mean a sub-grouping of jobs within a stream that differ from other groupings in terms of complexity, know-how and decision-making. A job level is deemed to be higher if it has a higher rate of pay.

## 4. Managerial Responsibilities

### 4.01. Managerial Rights

The Union recognizes that it is the function of the Company to exercise the regular and customary function of management and to direct the working forces of the Company, subject to the terms of this agreement.

### 4.02. Discipline

- \* (a) The Company will give an employee written notice of discharge, suspension or any other disciplinary action for just cause, stating the exact nature and details of the infraction. Copies of notices of discharge, suspension or any other documented disciplinary action will be provided to the Union immediately following the application of discipline. These notices and any disciplinary actions may be the subject of a grievance and processed in accordance with the Dispute Resolution Process of this agreement.
- (b) Where an employee is required to meet with a representative of the Company for the purpose of applying discipline to the employee, the employee will be entitled to have a Union representative present during such meeting. The Company will so inform the employee prior to such meeting taking place, of their right to Union representation. However, should the Union representative be unavailable, the Company will not be prevented from taking disciplinary action.
- (c) 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 the reply will become part of their permanent record.
- \* (d) Past disciplinary notices will be deemed void after an employee has maintained a clear record with no infraction for twenty-four (24) months. After the twenty-four (24) month period, the disciplinary notices will be removed from the employee's Personnel file. The Union and the Company may mutually agree to increase or decrease the period that past disciplinary notices are deemed void and removed from the employee's Personnel file.
- (e) Suspensions of five (5) days or more, that are not progressive in nature, are not subject to removal in accordance with Clause 4.02.(d). and will remain on the employee's personnel file when they are imposed for one of the following reasons:
- Workplace Violence;
  - Criminal Activity;
  - Personal/Psychological, Discriminatory or Sexual harassment; and,
  - Inappropriate use of EPCOR Assets and Resources (including EPCOR's name or brand, computers and electronic resources and intranet, internet and e-mail)
- (f) Where a supervisor documents an oral reprimand which was given to an employee, the employee will be made aware of such documentation.

#### 4.03. Driving Accident Investigation

It is agreed between the parties hereto that a Union representative may be present, upon the request of either party, when a driver is to be questioned about an accident by persons other than the Police.

#### 4.04. Cash Handling

Employees will not be required to make up any shortages in their daily cash balances nor receive benefit from any overages. This does not in any way affect the Company's ability to investigate or pursue disciplinary action in cases of deliberate misappropriation or negligent cash handling.

#### 4.05. No Strike Or Lockout

The parties agree that there will be no strike or lockout while this agreement is in force.

### **5. Union Security**

#### 5.01. The Company recognizes the Union through its accredited officers or representatives as the exclusive agent for those employees covered by this agreement for the purpose of collective bargaining in respect to wages, hours, fringe benefits and working conditions.

The Company will not enter into any agreement with any individual employee or group of employees in the bargaining unit respecting the terms and conditions of employment contained herein unless any such agreement is first agreed to by the Union.

#### 5.02. No Discrimination

The Union and the Company will make every reasonable effort to ensure that employees are able to work in an environment free from harassment and neither party will discriminate against an employee by virtue of the employee's gender, religious belief, race, age, marital status, colour, physical disability, mental disability, family status, sexual orientation, ancestry, source of income, place of origin, political affiliation or place of residence.

There will be no discrimination against any employee by virtue of their being or performing their duties as a member of the Union.

#### 5.03. Forwarding of Union Dues

(a) The Company agrees to deduct, from the wages of all employees covered by this agreement, union dues as will be decided by the Union. These deductions will commence with the first pay period and will be forwarded to the Union at the end of each pay period, together with a list of employees from whom deductions have been made. The Union will notify the Company thirty (30) calendar days prior to any change in the deduction of union dues.

(b) 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.

- (c) The total deductions of dues will be forwarded to the Union within ten (10) days of the pay period ending and the cheque will be accompanied by a list of employees showing the amounts deducted.

#### 5.04. Names and Addresses of Representatives

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.

#### 5.05. Notice Board Space

The Company agrees to provide notice board space for the use of the Union, in suitable locations easily accessible to employees, for the purpose of posting notices and information. At least one (1) notice board will be available on each floor of the EPCOR Tower and in each building where CSU members are assigned.

## 6. Working Conditions

#### 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, between 08:00 and 16:30 hours, including a 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 or forty (40) hours per week, exclusive of lunch periods. Off days will be consecutive, wherever practicable.
- (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. Those 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.
- (d) Employees who are engaged in work required to be done each and every day of the week and who work in relays with regular changes of hours of work from day to evening, evening to night, night to day, or as the case may be, will work the assigned daily hours not to exceed eight (8) hours, including time for lunch each day, for five (5) days per week, except that on changing hours of work an employee might be required to work six (6) days in that week in which the change of hours of work takes place. In this event, they will be allowed a day off during the regular hours of work rotation to compensate for the off day missed due to

the change.

- (e) Hours of work may be established under Clauses 6.01(b) and 6.01(d) between 07:00 and 01:00 hours; and 23:00 and 09:00 hours. Where an employee's regular hours of work commence after 10:00 hours, but before 15:00 hours, the Company will notify the Union in writing.
- (f) Those hours of work established between 15:00 and 01:00 hours and between 23:00 and 09:00 hours will consist of a maximum of eight (8) hours' duration, including time for lunch.
- (g) An employee's regular hours of work may be changed to meet emergent situations with twenty-four (24) hours' notice prior to such change, and the employee will receive overtime for the first change unless they have received a minimum of twelve (12) hours off duty.
- (h) Non-standard hours of work schedules will be posted and maintained in a prominent place readily available to affected employees.

These hours of work schedules will not be developed to meet short-term emergent situations. New schedules will extend for a period in excess of thirty (30) calendar days and will be posted seven (7) working days prior to implementation.

- (i) The Company will provide the Union with the reasons necessitating the implementation of shifts and will meet with the Union prior to implementation. Should the Company and the Union not agree to the shift proposal, the Company may implement the shift and the Union will have the right to grieve the necessity of implementing the shift.

## 6.02. Overtime Work

- (a) Where an employee is required to work in excess of the scheduled hours of work assigned their position, they will be paid at two (2) times their regular hourly rate of pay for each hour so worked.  
  
Where an employee is required to respond to inquiries while away from the workplace, outside their regularly scheduled hours of work, they will be paid at two (2) times their regular hourly rate of pay for each 15 (fifteen) minute interval, or part thereof, that they work.
- (b) Employees are not eligible for the overtime premium until they have completed the number of hours included in the scheduled hours of work established for the positions of full-time employees.
- (c) Employees called out from their residence in order to report to their 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.
- (d) Overtime will be based on hourly rates as determined in Appendix I, I(a) or I(b).

- (e) When the Company requires overtime work, it will first endeavour to ascertain if its requirements can be met from those employees willing to work overtime and only in the event of insufficient qualified employees being available will the Company be able to direct employees to work overtime. All scheduled overtime will be distributed as evenly as possible among employees in their respective jobs. The Company will advise employees of an overtime requirement within a reasonable period of time of the overtime need arising.
- (f) An employee required to work overtime following the completion of their scheduled hours of work which continues in excess of two (2) hours will be eligible for a lunch break of one-half (½) hour without loss of pay, provided the overtime is to continue. The lunch break will normally occur following completion of two (2) hours' overtime; however, if the conditions of the service require otherwise, the supervisor will assign the lunch period. In the event that overtime continues, such an employee will become eligible for further lunch breaks without loss of pay at the overtime rate at intervals of four (4) consecutive hours following the completion of the previous lunch break, provided that overtime is to continue. Regardless of the time of the initial lunch break, it will be deemed to have been taken after the completion of two (2) hours of such overtime work.
- (g) An employee called out to work overtime will be eligible for a lunch break, without loss of pay, after four (4) consecutive hours of overtime work, provided that overtime is to continue, and at intervals of four (4) consecutive hours following the completion of the previous lunch break, provided that overtime is to continue.
- (h) An employee required to work overtime in excess of two (2) consecutive hours immediately prior to the commencement of their regular hours of work will be eligible for a lunch break, without loss of pay, at a time mutually agreed between the employee and their immediate supervisor.
- (i) An employee who, because of the nature of their job or an emergent situation, does not receive the lunch breaks specified in Clauses 6.02(f) and 6.02(g) during the period of overtime work or during their regular hours of work, as specified in Clause 6.02(h), will be paid one-half (½) hour at two (2) times their regular rate of pay for each lunch break missed in addition to the total hours worked and such time will be considered as hours worked.

### 6.03. Banked Overtime

- (a) For each shift an employee may choose to be paid or to credit their total overtime earnings to their overtime bank.
- (b) On or before the second pay period in March of each year, banked overtime hours in excess of eighty (80) hours will be paid out to the employee.
- (c) Subject to Clause 6.03(b), an employee may choose to have some or all of their overtime bank paid out.
- (d) Time off from an employee's overtime bank requires the mutual agreement of the employee and the Company.

- (e) The time equivalent of an employee's overtime bank will be calculated by dividing the dollar amount credited to their overtime bank by their regular rate of pay at the time the banked overtime is to be taken.
  - (i) Under extenuating circumstances, an employee may request the Company not to pay out banked overtime. Such requests will be in writing, describing the extenuating circumstances and the time equivalent the employee wishes to retain in their bank. The Company will provide a written response to such requests.

6.04. Pay for Work on Off Days

- (a) An employee required to work on an off day will be paid at two (2) times their regular hourly rate of pay for each hour worked. The provision for minimum call-out time specified in Clause 6.02(c) will be applicable in this section.
- (b) An employee, who either works intermittently or is scheduled to work five (5) days or less per week, will be paid at two (2) times their regular hourly rate of pay for each hour worked on their sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) consecutive day of work.
- (c) The off day premium will be based on the overtime hourly rates as outlined in Appendix I, IA or IB.
- (d) Employees required to work on an off day will, should they so choose, be eligible to bank monies earned as a result of such work in accordance with the provisions of Clause 6.03., Banked Overtime.

6.05. Pay for Work on Statutory Holidays

- (a) An employee required to work on a recognized statutory holiday for which they are eligible will be paid two (2) times their regular rate of pay for each hour worked.
- (b) Pay for work on statutory holidays will be based on the overtime hourly rates as outlined in Appendix I, IA or IB
- (c) In the event that an employee is required to work on a holiday which is also one of their off days, and the rate of pay specified for a holiday differs from that for an off day, they will be paid the higher of the two (2) rates.
- (d) The provision for minimum call-out time specified in Clause 6.02(c) will be applicable in this section.
- (e) Employees required to work on a statutory holiday for which they are eligible will, 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 6.03., Banked Overtime. In the event the day in lieu of working the statutory holiday is not provided as stipulated in Clause 8.01(d), this portion may also be banked.



6.06. Temporary Change of Duties

- (a) 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 duties of a higher level than those which would normally be assigned the position for which they are employed on a regular basis, for one (1) day or more, but less than thirty (30) days (statutory holidays included), they will be remunerated for the whole of the period at a relief rate of five (5) percent increase in pay for the employee.
- (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.
- (c) In no instance will any such adjustment exceed the salary range of the relieved position as established in Appendix I, IA or IB, Schedule of Wages.

6.07. Shift Differential

Those employees who work scheduled hours of work, the major portion of which falls between the hours of 16:00 and 08:00 hours, will receive a shift differential of two dollars and twenty five cents (\$2.25) per hour for said hours of work. An employee will not be eligible for shift differential for hours worked at premium rates, except that employees will be eligible for shift differential for applicable shifts worked on statutory holidays.

6.08. Weekend Work Premium

An employee who works a scheduled shift, the major portion of which falls on a Saturday or a Sunday, will be paid at one point one two five (1.125) times their regular rate of pay for those scheduled hours only, provided that said Saturday or Sunday does not constitute one of their off days, a recognized statutory holiday, or an overtime shift.

6.09. Standby Service and Pay

- \* Standby service may be maintained as required.

Employees held on standby will be paid for standby service on the following basis:

- (a) ***Work Days (from the end of regular shift hours for the position to the beginning of the next regular shift hours for the position)*** – the equivalent of one (1) hour of regular pay.  
\*
- (b) Statutory holidays and off days – the equivalent of two (2) hours regular pay per twenty four (24) hour period of standby coverage.

## 6.10. Stacking of Premiums

In instances where more than one premium is provided for work performed, an employee will only be paid one premium, where the premiums are equal; or the greatest of the premiums, where the premiums are not equal. Under no circumstances will a premium be compounded by the application of another premium in determining the rate of pay to be paid to an employee, except as specified in Clause 6.07., Shift Differential.

## 7. Remuneration

### 7.01. Wages

\*

- (a) The regular hourly rates of pay established in the applicable Wage Appendices will apply. Employees will be paid every two (2) weeks.
- (b) All permanent and probationary employees falling within Appendix I and **IB** will progress from one step of the range assigned their position to the next assigned step by merit only.

\*

A permanent and probationary employee will be eligible for a merit review following the completion of each separate twelve (12) month period of their assigned pay range and will receive:

- An increase to the next step;
- A double step increase; or
- No increase

An employee who does not achieve an increase will receive merit reviews every three (3) months until the missed increase is achieved. These three (3) month reviews will not impact the employee's normal twelve (12) month merit review schedule.

- (i) All permanent and probationary employees who are included in **Addendum III** of this agreement will progress in accordance with the terms outlined in **Addendum III** and **Appendix IA**.

\*

- (c) An employee whose position is reallocated to a higher job level will normally receive an increase to the first step above their present regular rate of pay in the pay range of the new job level. The Company, however, will review the circumstances pertinent to the reallocation and may award at least one additional increment in a case which, if granted, would be effective on the date that the position description was finalized. Eligibility for future salary adjustments will be determined in accordance with Clause 7.01(b) until the employee reaches the maximum step in the range to which their position has been reallocated.

In the event that the Union disagrees with the step assigned to an employee whose position has been reallocated to a job level with a higher pay range, then such dispute will be dealt with under Article 21 where appropriate.

- (d) An employee who is promoted will receive upon appointment, a minimum one (1) step increase above their present regular rate of pay within the pay range of the new job level or to the initial step in the pay range of the new job level. Upon successful completion of the trial period, an employee will be confirmed in the new position at the same rate of pay. If the trial period is unsuccessful, the employee will be reverted to their former position and former rate of pay. Further movement throughout the pay range will occur in accordance with the schedule outlined in Clause 7.01(b).
- (e) If the Company is unable to evaluate an employee's performance due to the employee's absence from work for thirty (30) or more consecutive days, for reasons other than vacation leave or banked overtime, the increment review date may be extended by the length of the absence.
- (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.

7.02. Retroactive Pay

- \* (a) Employees coming within the scope of this agreement will be eligible for any negotiated retroactive payment of wages.
- \* (b) Past employees who were employed between the expiration date of the previous agreement and the date of signing of this agreement will be eligible for any negotiated retroactive payment of wages provided they apply for same in writing within **sixty (60)** calendar days of the **May 03<sup>rd</sup>, 2015 (date of ratification)** of this agreement.
- (c) Past employees who were retired from the service between the expiration date of the previous agreement and the date of the signing of this agreement will automatically receive the retroactivity provided by Clause 7.02(a).

7.03. Implementation of Negotiated Increase

All employees, other than red-circled employees, will be paid the hourly rate for the job level their position is allocated to in accordance with the applicable wage appendix in this Collective Agreement.

## 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 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, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day (December 26), and any other holiday which the Company allows employees as a whole.

Note: The change from Easter Sunday to Easter Monday became effective in 2012.

- (b) Temporary employees who have completed thirty (30) days continuous service, or who have completed thirty (30) working days with the Company in the preceding twelve (12) months, will be entitled to receive statutory holidays as outlined in Clause 8.01(a) provided they meet the terms and conditions set out in this Section.
- (c) All employees will receive the recognized statutory holidays for which they are eligible. Such employees will receive the recognized statutory holiday with pay, or other days with pay in lieu of the holidays, or pay in lieu. Days with pay in lieu of the holiday will be at a time mutually agreed to between the employee and the supervisor. In the event that the mutual agreement is not reached, the employee will be allowed a day in lieu of the holiday at a time determined by the Company. Where such a day is not provided, the employee will receive a day's pay in lieu of the holiday.
- (d) To receive the holidays, employees must be available for work in accordance with the shift preceding, during and following the designated day for observance of the holiday.
- (e) Pay for a statutory holiday or day off with pay in lieu of a statutory holiday will be equal to the monetary or time equivalent of seven point five (7.5) or eight (8) hours work as applicable, except that in the case of employees who are working extended hours, where the majority of shifts worked in the pay period are longer than seven point five (7.5) or eight (8) hours, the employee will be paid a monetary amount equal to the length of the majority of working shifts in the pay period.
- (f) Employees on approved leave for ten (10) working days or less will receive the statutory holidays for which they are eligible, except when such leave is the result of a compensable accident.

- (g) When a statutory holiday falls during a period when an employee is on approved Short Term Disability, the employee will receive the day paid as Short Term Disability with no day in lieu of the statutory holiday, or pay in lieu of the statutory holiday.
- (h) The application of the statutory holiday provisions will not be construed as either a layoff or a change in an employee's hours of work schedule or regular hours of work.

8.02. Annual Vacation Leave

\*

- (a) Annual Vacation Leave will be advanced to permanent and probationary employees in full on January 1 of each year and such employees will be allowed to schedule this leave subject to the terms of this agreement.
- (b) For full-time permanent or probationary employees that were active status (including those on disability) and chose (by November 16, 2007) to stay on their vacation scheme (Plan 1), the following will apply:

Plan 1

On or after the:	Annual Entitlement		Maximum annual entitlement	
			7.5 hour days	8.0 hour days
First vacation anniversary (January 1)	15 X	the average daily hours of work	112.5 hours	120 hours
7 <sup>th</sup> vacation anniversary	20 X	the average daily hours of work	150 hours	160 hours
16 <sup>th</sup> vacation anniversary	25 X	the average daily hours of work	187.5 hours	200 hours
22 <sup>nd</sup> vacation anniversary	30 X	the average daily hours of work	225 hours	240 hours

Employees in Plan 1 will be eligible for up to twenty four (24) hours of Leave for Employee and Family Related Responsibilities, in accordance with Letter #8.

8.02.  
(con't)

For full-time permanent or probationary employees that were active status (including those on disability) and chose to move to the Plan 2 vacation scheme, effective January 1, 2008, and all employees hired after July 22, 2007, the following will apply:

#### Plan 2

On or after the:	Annual Entitlement	Personal Leave Days / Hrs (permanent full-time or probationary)
First vacation anniversary (January 01)	15 days Scheduled as per Collective Agreement	5 days (40 hours for 8 hr employee's and 37.5 hours for 7.5 hr employee's)
Seventh (7 <sup>th</sup> ) vacation anniversary	20 days Scheduled as per Collective Agreement	5 days (40 hours for 8 hr employee's and 37.5 hours for 7.5 hr employee's)
Twentieth (20 <sup>th</sup> ) vacation anniversary	25 days Scheduled as per Collective Agreement	5 days (40 hours for 8 hr employee's and 37.5 hours for 7.5 hr employee's)

Employees included in Plan 2 will be eligible for 37.5 (employees working 7.5 hour work days) or 40 (employees working 8 hour work days) hours of Personal Leave Hours annually, at the beginning of each calendar year.

Permanent part-time employees will receive a pro-rated number of Personal Leave Hours as follows:

- Part-time employees hired to work a minimum of 20 hours a week: either 19 hours (for 7.5 hour employees) or 20 hours (for 8 hour employees); and,
- Part-time employees hired to work a minimum of 30 hours a week: either 28 hours (for 7.5 hour employees) or 30 hours (for 8 hour employees).

Personal Leave Hours will be pro-rated dependent on an employee's start date.

Employees that are eligible for Personal Leave Hours will not be eligible for Personal and Family Responsibility Leave.

Personal Leave Hours must be used by December 31 of the year they are earned. They cannot be carried over to the next year.

Personal Leave Hours are intended to give employees greater flexibility in meeting work/life priorities, and can be taken for any reason including emergent situations, partially or all at once, subject to operational requirements.

Personal Leave Hours can be taken consecutively.

8.02.  
(con't)

Personal Leave Hours will not be included in the vacation scheduling process as per Clause 8.02(q). However, once the vacation schedule has been finalized employees can use Personal Leave Hours to replace vacation that has already been scheduled and approved.

The "year" for both Annual Vacation and Personal Leave Hours purposes is the calendar year, not the end of the final pay period of the year.

(i) The Annual Vacation Leave for an employee's first year with the Company will be a pro-rated amount based on the employee's start date, to the end of December of the calendar year which the employee was hired as per the following formula:

$$15 \text{ days of annual entitlement} \times (\text{employee's average daily hours of work}) \times \frac{\text{Remaining Days in the Calendar Year}}{365 \text{ Calendar Days per year}}$$

(ii) An employee's First Vacation Anniversary will be the January first (1<sup>st</sup>) that follows the employee's hire date. Thereafter, subsequent vacation anniversaries will be on January first (1<sup>st</sup>) each year.

(c) \* The Annual Vacation Leave for **part-time**, temporary and provisional employees will be paid out bi-weekly based on a percentage of the employee's straight time pay.

**Part-time employees will receive leave without pay (vacation) up to the pro-rated days of a full-time employee.**

(i) An employee's First Vacation Anniversary will be the January first (1<sup>st</sup>) that follows the employee's hire date. Thereafter, subsequent vacation anniversaries will be on January first (1<sup>st</sup>) each year.

Vacation paid will be adjusted on the employee's anniversary date as outlined below:

On or after the:	Entitlement (% of straight-time pay)
Date of hire	6%
7 <sup>th</sup> vacation anniversary	8%
16 <sup>th</sup> vacation anniversary	10%
22 <sup>nd</sup> vacation anniversary	12%

(d) An employee who terminates during a calendar year will be entitled to a pro-rata ratio of their annual vacation leave compared to the number of calendar days in the year.

8.02.  
(con't)

If, on the date of termination, the employee has used more than their pro-rata ratio of vacation leave, for that point in time in the calendar year, the employee will reimburse the Company for any used portion of the annual vacation leave in excess of the employee's pro-rata ratio of vacation leave entitlement.

If, on the date of termination, the employee has not used their pro-rata ratio of vacation leave for that point in time in the calendar year, the Company will pay the employee for their unused pro-rata ratio of vacation leave entitlement.

The pay out or reimbursement of vacation credits will be based on the employee's regular rate of pay for the class of position to which the employee is permanently appointed to or serving a trial term thereof.

- (e) A full-time employee will be entitled to vacation leave commensurate with their status as temporary, provisional, probationary or permanent and their vacation pay will be their regular rate of pay for the class of position to which the employee is permanently appointed or is serving a trial term thereof.
- (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 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).
- (g) Except as provided in Addendum IV, an employee will receive their annual vacation leave entitlement in any year, in an unbroken period, unless otherwise mutually agreed upon by the employee and the Company.
- (h) Subject to Company Policy, an employee may be permitted to carry over vacation to the next year.
- (i) If a recognized holiday, for which an employee is eligible, occurs during a period of annual vacation of that employee, they will receive equal time off, with pay or pay in lieu thereof, at the discretion of the Company. ***Where the stat holiday falls within the annual vacation of that employee, it will be coded as a "stat holiday".***
- \* (j) Employees granted leaves of absence without pay for a period in excess of twenty-eight (28) consecutive calendar days will have their Annual Vacation Leave entitlement reduced on a pro-rated basis to reflect the absence in excess of twenty-eight (28) consecutive calendar days.
- (k) Permanent or probationary employees absent because of occupational disability in excess of one hundred and eighty (180) calendar days will have their Annual Vacation Leave entitlement reduced on a pro-rated basis to reflect the absence in excess of one hundred and eighty (180) calendar days.



- 8.02. (l) Permanent or probationary employees in receipt of Long Term Disability (con't) benefits will have their Annual Vacation Leave entitlement reduced on a pro-rated basis to reflect the length of time in receipt of Long Term Disability benefits until the employee returns to work for the Company in any form of remunerated employment.
- (m) If an employee produces medical evidence, satisfactory to the Company, proving that they were incapacitated to the extent which required them to be confined or hospitalized due to sickness and/or injury, for a period of three (3) working days or more during their annual vacation, such whole period will not be included in the employee's annual vacation entitlement, but will be charged to the employee's Short Term Disability Plan, subject to the agreement of the Company.
- (n) A permanent or probationary employee on annual vacation leave will be eligible for bereavement leave in accordance with the bereavement leave provisions.
- (o) An employee will have the right to choose the period of vacation according to seniority standing, subject to operational needs.
- (p) An employee may be allowed to take vacation leave to the maximum of their accumulated vacation credits (annual vacation entitlement and carryover). However, the Company will establish an annual period of January 1 to December 31 for the purpose of scheduling vacation leave.
- (q) For the purposes of scheduling vacation between April 01 and December 31, a vacation schedule will be posted for all employees by February 01 of each calendar year. Any employee who fails to indicate a choice of vacation by March 15 will have waived their right to choose their vacation period. Between March 15 and April 01, the completed vacation schedule for all employees will be posted. Seniority will prevail in the preparation of this schedule subject to operational needs. Seniority for additional choices of vacation will not apply until each employee has taken or been assigned a first choice.
- All requests to use vacation between January 01 and April 01 will be granted based on operational needs and will not affect an employee's ability to exercise their first choice for the period of April 01 to December 31.
- (r) ***Subject to operational requirements, the Company will make every \*\* reasonable effort to accommodate scheduled vacation of a promoted or transferred employee during their first vacation year after their promotion or transfer.***
- (s) It is understood that there will be no cash settlement made for vacation entitlement for permanent and probationary employees except as mutually agreed between the Company and the employee.

8.03. Leave of Absence

(a) Leave With Pay

(i) The Company will grant leave of absence with pay to employees representing the Union in accordance with the following provisions:

- (1) An accredited representative to the negotiating committee for the Union, will 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 four (4) employees from the Union will be granted leave with pay for the purpose of attending these meetings on behalf of the Union and that the Director of Human Resources - EPCOR 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.
- (2) If an accredited representative of the Union is required to investigate or meet with Company representatives or attend a hearing to discuss a grievance during working hours, they will be granted leave with pay subject to suitable arrangements with their immediate supervisor concerning their own work responsibilities. If the employee who is grieving is required to attend a hearing, they will be granted leave with pay.
- (3) Requests for leave with pay will provide for as much advance notice as practicable.
- (4) Leave of absence with pay for other matters of mutual concern may be made in accordance with Company regulations.
- (5) Leave of absence with pay will be for those hours the employee normally would have worked had they not been required to meet with representatives of the Company.

8.03.  
(con't)

(ii) Bereavement Leave

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, parent or child. 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.
- (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.
- (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) A permanent or provisional employee on leave of absence, other than annual vacation leave, will not be eligible for bereavement leave.

8.03.  
(con't)

(iii) 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, will 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.

(iv) Leave for Medical and Dental Appointments

Employees will endeavour to schedule medical and dental appointments outside of their scheduled work hours where possible.

A permanent or probationary employee, who is unable to arrange a medical or dental appointment outside of their scheduled work hours, 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.

(v) Citizenship Court

An employee will be granted one-half (½) day leave with pay to attend at the Citizenship Court of Canada on the day the employee is to become a Canadian citizen, provided such appearance at Citizenship Court is on their working day during their regular hours of work.

8.03. (b)  
(con't)

Leave Without Pay

- (i) An employee elected as a delegate to Union conventions, seminars or training sessions, will be granted leave of absence without pay. Where absence of more than one person creates a staffing problem within an operating unit, this provision will be limited to one person.
  
- (ii) Leave of absence without pay for full-time Union employment will be granted under the following conditions:
  - (1) In the event that an employee becomes a full-time official of the Union, they will be granted leave of absence for the purpose of carrying out the duties of their office and will retain their seniority as if they had remained in continuous employment. They will have the right, at any time, upon giving one (1) months' notice, to return to the same position, if available, or to a comparable position or to another position to which they may be promoted by reason of seniority and ability.
  
  - (2) Such an employee will make regular contributions to the Pension Fund and all employee benefits, participating in same as would a permanent employee of the Company. Their contributions to these benefits will be based on their earnings during their full-time employment, marital status and number of dependants.
  
- (iii) Maternity and Parental Leave
  - (1) Maternity and/or Parental Leave, relating to the birth or adoption of a child, will be granted by the Company in accordance with Company Policy and consistent with existing Provincial and Federal Legislation.
  
  - (2) Maternity leave is the unpaid voluntary leave relating to the birth of a child. Parental leave is the unpaid voluntary leave relating to the birth or adoption of a child.

NOTE: For the purpose of this section, the Company's Disability Plans will mean EPCOR's Disability Plans and will include the Short Term Disability Plan (STD), Supplementary Unemployment Benefit Plan (SUB Plan) and Long Term Disability Plan (LTD).

8.03.  
(con't)

“Valid, health-related portion” will mean that period of an eligible employee’s pregnancy during which she is disabled (in accordance with the terms of the Company’s Disability Plans) and such disability is substantiated by medical evidence satisfactory to the Company.

- (3) The Company will grant maternity/parental leave in accordance with the following:  
Upon written application to their manager, maternity/parental leave will be granted to employees employed for at least twelve (12) consecutive months. Except where otherwise specified in the Employment Standards Code, should no application be made by employees for maternity/parental leave, and they fail to report for work, the employees will be deemed to have resigned their position and the Company will be under no obligation to provide future employment.
- (4) Maternity leave will be for a maximum period of fifteen (15) weeks. Parental leave will be for a maximum period of thirty-seven (37) weeks. Birth mothers will be eligible to combine such leave for a period of fifty-two (52) weeks. A birth mother, who takes both maternity and parental leave, must take the leaves consecutively.
- (5) Maternity leave will be applied for in writing at the earliest possible date, but not less than six (6) weeks prior to the date maternity leave is to commence. Such leave may commence at any time up to twelve (12) weeks prior to the estimated date of delivery. If a female employee is unable to perform the duties of her position or such alternate position as may be made available, for which she is qualified, and in the absence of any valid, health-related disability attributable to the pregnancy, the employee will be required to immediately commence maternity leave in accordance with the applicable provisions of the Employment Standards Code.
- (6) Parental leave will be applied for in writing not less than six (6) weeks prior to commencement of such leave. Parental leave can begin at any time after the birth or adoption of the child but it must be completed within fifty-two (52) weeks of the date of birth, or the date an adopted child is placed with the parent.

8.03.  
(con't)

(7)

Except in the case of employees as stipulated below, maternity/parental leave will be without salary or disability benefits, but employees on leave will not lose seniority.

Female employees who are members of the Company's Disability Plans and who provide medical evidence satisfactory to the Company to substantiate their disability for the valid, health-related portion of their pregnancy may, subject to the terms of the Company's Supplemental Unemployment Benefits Plan (SUB Plan), qualify for SUB Plan benefits for the duration of the valid, health related period. Receipt of SUB Plan benefits will commence no sooner than the date of delivery, subject to the provisions contained in the SUB Plan. Employees who are members of the Company's Disability Plans and who otherwise do not meet the conditions for eligibility for SUB Plans during the valid, health related portion of their pregnancy will be governed by the terms of the Company's Disability Plans.

A female employee who is a member of the Company's Disability Plans and who subsequently experiences a maternity complication related to the valid, health related portion of her pregnancy after the conclusion of the maximum period during which SUB Plan benefits may be available, will be entitled to receive the balance of disability benefits paid at the applicable level. Upon providing an appropriate medical certificate a female employee may commence disability benefits prior to her estimated date of delivery. This period of absence will not be considered part of maternity/parental leave.

(8)

Whenever employees are absent for more than the approved period of maternity/parental leave, unless the absence is due to a maternity complication related to the valid, health-related portion of the pregnancy and is substantiated by medical evidence satisfactory to the Company, they will automatically be deemed to have terminated their employment.

(9)

Employees returning from maternity/parental leave within the approved period will be given the same position at their current rate of pay, and will provide as much notice as possible, but not less than four (4) weeks' notice to the Company of their return to work. If the same

8.03.  
(con't)

position is not available then a comparable position will be found.

(10)

Employees, who choose to carry benefits while on leave of absence, are required to pay both the Company and the employee portions of applicable benefits when employees are granted leaves of absence without pay in excess of ten (10) consecutive working days. Arrangements are to be made prior to the commencement of the leave through Benefits Administration.

(c) Child Care Leave

Child Care Leave refers to time off required by an employee as a result of the birth, legal adoption, or special care needs of a child. Child Care Leave without pay may be granted at the discretion of the Company.

(d) Other Leaves of Absence

Other leaves of absence without pay may be granted, at the discretion of the Company, to an employee.

(e) Other Employment

Other leaves of Absence without pay may be granted, at the discretion of the Company, to an employee.

(f) **Compassionate Care Leave**

\*\*

***i) Compassionate Care Leave will be granted by the Company for employees requiring time away from work to provide care or support to a family member who is gravely ill and who has a significant risk of death within twenty-six (26) weeks (or six (6) months). This leave will apply for gravely ill immediate family members as identified in 8.03 (a) (ii) (1) & (2) (Bereavement Leave).***

***ii) Upon written application to their Manager, Compassionate Care Leave will be granted in accordance with the following :***

- 1. Compassionate Care Leave will be without pay, but employees on leave will not lose seniority. Employees who choose to maintain benefit coverage during the leave will do so with full employer / employee cost – sharing during the term of the Compassionate Care Leave.***
- 2. When circumstances permit, the employee will provide at least two (2) weeks' notice regarding when the Compassionate Care Leave is to commence.***



8.03.  
(con't)

3. ***In the event of the death during the leave, of the family member the employee has taken Compassionate Care Leave for, the leave expires and the employee is entitled to Bereavement Leave as outlined in 8.03 (a) (ii).***
4. ***Employees returning to work from Compassionate Care Leave will provide as much notice as possible and will be placed in the same position at their current rate of pay. If the same position is not available, then a comparable position will be found or the provisions of Article 11.01, Layoffs and Recalls will apply.***

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 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 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:

- (a)           Any permanent employee, on completion of the necessary assignment to the Company of their compensation payments for loss of wages, will be carried on the payroll of the Company at one hundred percent (100%) of their regular wages until the Compensation Board certifies that they are able to return to work or until granted a permanent pension by the Board for either partial or total disability, whichever occurs first.
- (b)           The cases of compensation to temporary employees will be referred to the CEO and/or their designate for authority to supplement the Workers' Compensation Board Award and, if supplementation is approved, it will be made from time to time as the advances of compensation payments are received from the Compensation Board. In no event, however, will the period of supplementation for temporary employees exceed three (3) months without the approval of the CEO and/or their designate.

NOTE: The Company and the Union agree philosophically that employees on WCB will not earn more money on worker's compensation than they would receive if they were at their regular job.

8.05.     Clothing

- (a)           General

Where there is a work related requirement, the company will provide necessary clothing, such as coats, gloves, overalls, coveralls, rubber boots, smocks and personal protective equipment. Replacement will be made based on evidence of fair wear and tear.

- (b)           Laboratory Workers

Laboratory Workers will be issued with clothing in accordance with the following provisions:

During their first (1<sup>st</sup>) year of employment as a permanent employee in the position - five (5) laboratory coats. Thereafter, the laboratory coats will be replaced on evidence of fair wear and tear.

(c) Survey Crew Workers

Survey Crew Workers will be issued with clothing in accordance with the following provisions:

During their first (1<sup>st</sup>) year of employment as a permanent employee in the position - one (1) pair of rubber boots. Thereafter, the rubber boots will be replaced on evidence of fair wear and tear.

(d) All employees who are supplied with clothing by the Company will be responsible for the laundering and/or dry cleaning of same.

8.06. Safety Boot 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 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 expenses will not exceed **four** hundred dollars (\$**400**) in a calendar year.

\*

Eligibility for the safety footwear subsidy is on the following basis:

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

8.07. Parking and Mileage

- (a) Parking facilities, where available, may be supplied in outlying areas, including service yards and water and waste treatment plants, at a rate not to exceed three dollars (\$3.00) per month per employee using the parking facility.
- (b) Employees who use their private motor vehicles to perform Company business will be reimbursed for parking charges upon presentation of receipts or a claim.
- (c) Employees who use their private motor vehicles to perform Company business

will be reimbursed for mileage consistent with Company policy.

#### 8.08. Employee Training and Career Development

There is a shared commitment to Training and Career Development by the Company and employees covered by this agreement. Training and Career Development are both employee and Company initiated and Company supported. Educational funding for employees will be governed by the Company's policy on Employee Training and Career Development.

### **9. Employment**

#### 9.01. Terms of the Probationary Period

- (a) The normal probationary period for new employees will be six (6) months.
- (b) The Company will provide an employee with a written performance appraisal upon the completion of each six (6) months of that employee's probationary period.
- (c) New employees who do not meet the requirements of the position during the probationary period will be terminated. If a new employee is terminated during their probationary period, the termination may be grieved to the conclusion of the Formal Review stage of the Dispute Resolution Process.

#### 9.02. Extension of the Probationary Period

- (a) In a level or type of position where experience in the full range of duties is dependent on a business cycle greater than six (6) months, the Company and the Union may mutually agree to an extension of the probationary period (up to twelve (12) months in total). Any extension will occur prior to the posting of the position and the successful candidate(s) will be advised of the extended probationary period at time of offer.
- (b) The Union and the Company may mutually agree to extend a probationary period for reasons related to performance (up to twelve (12) months in total). The employee and the Union will be advised of the Company's reasons for the extension.

### **10. Promotions**

10.01. In making promotions to vacant positions coming within the jurisdiction of the Union, the knowledge, qualifications and skills (behavioural and technical) required for the position will be the primary considerations and, where two or more applicants meet the posted requirements of the position, seniority will be the determining factor.

10.02. An employee who has been selected to fill a permanent position will have a trial period of three months, with the Company reserving the right to extend the trial period to six months. Under extenuating circumstances, the Union and the Company may mutually agree to extend an employee's trial period beyond six months. The Company will issue an employee with a written performance appraisal upon the completion of each three month trial period. During

the trial period, an employee may elect to revert to his/her former position, or may be reverted by the Company.

- 10.03. Where a permanent employee is selected to fill a temporary position within the Company, the employee will be allowed to revert to their previous position or a comparable one at their former rate of pay, after completion of the temporary position. This provision will be subject to the layoff provisions in Article 11.
- 10.04. Any permanent employee who is presently in a red circled position will be permitted to apply for, and will be considered for, a position deemed as being one which provides a better opportunity for future promotion, even though such employee will be red circled in that position.
- 10.05. Practical exercises to evaluate the qualifications, knowledge, skills or abilities of applicants may be held. Such practical exercises will be relevant to the positions applied for and will be provided to the Union prior to being administered.

## **11. Employment Security**

\*

Note: See page #103 for a chart of this process.

### **11.01. Layoffs and Recalls**

\*

#### **(a) Position Reduction**

Prior to the reduction of permanent positions:

- Temporary employees within the same job level performing similar work will be terminated and temporary positions will be eliminated where operationally possible; and
- Permanent employees working in a temporary promotion will revert to their former position, where operationally possible; and
- Part-time employees will have their regular hours of work reduced to twenty (20) hours/week.

Where the Company has determined that permanent positions are to be reduced they will identify the permanent employees who will be potentially affected.

11.01. (b)  
(con't)

### **Consultation**

The Company will notify the Union at the earliest opportunity of the intent to reduce permanent positions and the employees who are to be impacted.

Prior to reducing permanent positions and displacing or laying off permanent employees the parties agree to jointly explore alternatives to layoff and options for providing support to displaced/laid off permanent employees. Alternatives may include:

- (i) assessment in terms of an employee's current knowledge, skills, abilities and experience;
- (ii) consideration for re-training opportunities;
- (iii) placement in a vacant position consistent with the employee's knowledge, skills, abilities and experience.

Employees potentially affected will be advised to assist in exploring appropriate alternatives to layoff.

An employee will not be eligible to displace under Clause 11.01(d) if the Company laterally transfers the employee to a comparable vacant position.

(c)

### **Work Force Reduction**

Permanent employees who are removed from their permanent positions or are laid off as a result of the elimination of permanent positions will receive appropriate notice.

When permanent full-time positions are to be reduced, the full-time employee with the least bargaining unit seniority in the job level to be affected within the unit reporting to a Director or organizational equivalent will be the first removed.

When permanent part-time positions are to be reduced, the part-time employee with the least bargaining unit seniority in the job level to be affected within the unit reporting to a Director or organizational equivalent will be the first removed.

(d)

### **Placement in an Alternate Position**

A permanent employee so affected may be placed in accordance with Clauses 11.01(d)(i) and (ii), subject to the following conditions:

- the employee has the required qualifications, knowledge and skills to perform the duties of the position; and
- the employee is senior to the employee being displaced.

(i) A permanent full-time employee will be eligible for placement in the following sequence:

STEP #1 - Place in a vacant full-time position at the same job level within the same organization;

11.01.  
(con't)

STEP #2 - Displace the least senior full-time employee in the same job level within the same organization;

STEP #3 - If a full-time position at the same job level is not available, the employee may make a one-time election to be placed in a part-time position as per Clause 11.01(d)(ii).

STEP #4 - Place in a vacant full-time position at the next lower job level within the same organization;

STEP #5 - Displace the least senior full-time employee in the next lower job level within the same organization, if available;

Further options for placement will continue under Steps # 4 and # 5 into next lower job levels until options are not available or the employee elects to be laid off.

(ii) A permanent part-time employee will be eligible for placement in the following sequence:

STEP #1 - Place in a vacant part-time position at the same job level within the same organization;

STEP #2 - Displace the least senior part-time employee in the same job level within the same organization, if available.

(e) Layoff

Employees who decline an alternate position, or who have no alternate position to displace into as a result of the layoff process, will be laid off.

(f) Recall

If a position arises that, in comparison to the employee's pre-layoff position,

- is at the same job level; and
  - reports to the same Director, or organizational equivalent; and
  - involves similar duties and conditions; and
  - has comparable qualifications, knowledge and skill requirements;
- then laid off employees will be recalled to the position based on seniority. The employee must have the ability to perform the position, subject to a reasonable period of orientation.

Laid-off permanent employees, who have exhausted the formal layoff process, will be provided a general priority throughout the Company for any vacancy for which they are qualified. General priority will mean that permanent laid off employees will be given an interview and due consideration for vacant positions for which they apply and are considered fully qualified.

11.01.  
(con't)

The right to recall expires:

- when an employee resigns; or
- when an employee is recalled to a vacant position, pursuant to Clause 11.01(f); or
- upon the expiry of twenty-four months following layoff, during which time the employee has not been recalled to work; or
- when an employee does not return to work upon recall, within seven (7) calendar days after being notified in writing to do so.

(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) calendar week 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 *Canada***
2. ***EPCOR Electricity Operations***
3. ***EPCOR Technologies***
4. **EPCOR Corporate *Shared* Services**
5. ***EPCOR Energy Alberta L.P.***

11.01. (h) Temporary Work  
(con't)

An employee on layoff may work in a temporary position.

A permanent employee who is laid off and is subsequently rehired within twenty-four (24) months, into a temporary position in the same organizational unit and same job level, will be entitled to the same benefit coverage they had as a permanent employee prior to layoff.

A permanent employee who is laid off and rehired within twenty-four (24) months, into a temporary position outside their former organizational unit and job level, will be entitled to the same benefit coverage that is provided to provisional employees under the provisions of this agreement.

A laid off employee who is working in a temporary position retains the right to recall for a period of twenty-four (24) months from the date of lay off from their permanent position. The twenty-four (24) month period is not extended as a result of working in a temporary position.

(i) Provisional Employees

Provisional Employees who are terminated as a result of staff reductions will be eligible for rehire into their former position following the placement of all eligible permanent employees and prior to the hiring of temporary employees into such positions.



## 11.02. Technological Change

- (a) Whenever possible, no employee will lose employment due to technological change; however, whenever it is necessary to reduce staff, it will be done in accordance with the layoff procedures in this agreement.
- (b) Consistent with the Company's commitment to the development of their employees, the Company agrees to explore appropriate retraining or redeployment opportunities for employees negatively affected by technological change or layoff.

## 11.03. Contracting Out

- \* (a) No permanent employee will be laid off or have their employment terminated as a result of contracting out work or services of a kind performed by these permanent employee(s).
- (b) In the event that a position occupied by a permanent employee is contracted out in accordance with Clause 11.03(a), the displaced employee will be placed in an alternate position for which the employee is qualified. Where the employee is placed in an alternate position in a lower job level, the employee will suffer no loss in their regular rate of pay for **two years**.
- \* (c) Should a permanent employee refuse to accept an alternate position for which they are qualified, the employee will be laid off in accordance with the layoff and recall provisions.

## 11.04. Transfers

- (a) Transfers of Red Circled Employees
  - (i) No permanent employee who becomes red circled as a result of their position being allocated to a different stream or job level will be dismissed (or suffer any reduction in wages) except for just cause or as a result of layoffs or staff reductions affecting the red circled employee. However, an employee who is recalled to their former position in which they were red circled will be recalled at their former rate of pay provided the recall is within twenty-four (24) months of their layoff.  
  
However, the Company will have the right to transfer a red circled employee to any vacant position for which they are deemed to qualify, the position being the same pay band of the position being vacated, or higher, in order to remove or to retrain the employee through experience so that they may progress to a position which will remove them from the red circled status.
  - (ii) Should the Company determine that the employee does not qualify for continuance in the new position, based on a written performance appraisal completed during the trial period, they will be reverted to their former or equivalent position with not less than their former rate of pay.

11.04. (b) Lateral Transfers  
(con't)

- (i) When an employee is laterally transferred and regarded as having adequate preparation for the new position, they will suffer no loss in pay. However, if the employee is not fully qualified for the new position, they will 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 will regain one (1) step and, at the end of the next three (3) months of service, they will regain the second lost step.
- (ii) Employees will be eligible for lateral transfer in accordance with or notwithstanding the posting procedure, except as provided below:
- The lateral transfer of a temporary employee to a permanent position will be considered a promotion and subject to Clause 10.01.
  - The lateral transfer of a permanent employee occupying a temporary position allocated to a higher job level from the temporary to a permanent position will also be considered a promotion and subject to Clause 10.01.

## 12. Posting and Filling Vacancies

For the purposes of this section, “working days” will be consecutive days, exclusive of Saturdays, Sundays or holidays recognized by the Company.

- 12.01. Any vacancy required to be filled will be immediately and conspicuously posted for seven (7) calendar days in a standard form provided by the Company. A copy of all postings will be sent to the Union.
- 12.02. Where the conditions of service indicate that the position is required to be filled immediately, a temporary appointment may be made for the duration of the posting procedure which will in no instance exceed ninety (90) calendar days.
- 12.03. Should the Company’s intention be to not to fill a vacancy, the matter will be discussed by the parties within ninety (90) calendar days of the vacancy occurring. This Clause will not apply to temporary positions that are seasonal in nature.
- 12.04. All applications will be addressed to the Company as indicated on the posting and will include the return address of the applicant.
- 12.05. Upon completion of the selection process, Human Resources will notify the Union in writing of the proposed appointee and the names of the unsuccessful applicants. Human Resources will also notify in writing each employee who was an unsuccessful applicant of the name of the successful applicant.

- 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 12.02. 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 date of the original posting. The Company will notify the Union when they fill these additional vacancies.

- 12.07. An unsuccessful applicant will have ten (10) working days from the date of notification to initiate a grievance in accordance with the dispute resolution process.
- 12.08. The hiring supervisor will contact each of the unsuccessful internal applicants who were interviewed and offer to provide information as to the reasons they were unsuccessful and the knowledge, behavioural and technical skills, and experience that could be improved for future selection processes.
- 12.09. Any unsuccessful applicant may request a meeting with the hiring supervisor to identify the reasons for non-selection to a job. The unsuccessful applicant(s) may also have a Union representative at this meeting with the hiring supervisor.
- 12.10. Appointments from within the bargaining unit will be made within three (3) weeks of the selection of a candidate unless otherwise mutually agreed by the parties.
- 12.11. Appointments may be made by mutual agreement between the Union and the Company without posting.
- 12.12. Where the estimated duration of a temporary position is ninety (90) calendar days or less, no posting will be required. Where the estimated duration of the temporary position exceeds ninety (90) calendar days, the temporary position will be posted. The duration of a posted temporary position will be set out in the posting and will be subject to the provisions of Clause 3.10.
- 12.13. In instances where a permanent employee is appointed to temporarily act in a managerial position for a period of twelve (12) months or less 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.

- 12.14. In instances where a permanent employee is appointed to a position which is outside the scope of this agreement and the employee is reverted to their former position or an equivalent position within the scope of this agreement during the employee's probationary period or trial term in the new position, and where the probationary period or trial term does not exceed six months, then no posting will be required to complete the reversion.

### **13. Seniority**

- 13.01. When an employee achieves permanent status, their length of unbroken employment as a probationary, permanent, full-time temporary, and full-time provisional employee in positions coming within the jurisdiction of this agreement will determine their seniority standing.
- 13.02. When an employee achieves provisional status in accordance with the definition of provisional status, their length of unbroken employment as a provisional employee in positions coming within the jurisdiction of this agreement will determine their seniority standing relative to other provisional employees. In no event will a provisional employee have any seniority over a permanent or probationary employee; however, a provisional employee may be given a general priority over temporary employees.
- 13.03. Temporary employees will not have seniority standing.
- 13.04. If a permanent employee, has assumed a position outside the scope of this agreement and in accordance with Clauses 12.13. and 12.14. is reverted, their seniority will be deemed uninterrupted including the period they were out of scope. It is understood that appropriate Union dues are to be paid by the employee for the period they held an out of scope position.
- 13.05. Lists showing the seniority of permanent and provisional employees will be provided annually by the Company to the Union.
- 13.06. Loss of Seniority

An employee will not lose seniority rights if they are absent from work because of sickness, accident or layoff. Nor will an employee lose any seniority rights if they are on leave of absence approved by the Company.

- (a) An employee will lose their seniority only in the event that:
- (i) they are discharged for just cause and are not reinstated;
  - (ii) they resign;
  - (iii) they are laid off and fail to report for work within five (5) working days after being notified in writing to do so, unless failure is due to sickness or other just cause. It will be the employee's responsibility to keep the Company informed of their current address;
  - (iv) they are laid off for a period longer than twenty-four (24) months.

## **14. Creation of a New Stream or Job Level**

14.01. In the event that the Company creates a new stream or job level within an existing stream, which is not included in this agreement and which falls within the jurisdiction of the Union, the rates of wages and/or working conditions will be negotiated by the Company with the Union before advertising any position within this stream and/or job level, in accordance with the posting procedures set forth in this agreement.

14.02. If a satisfactory conclusion to negotiations has not been reached within seven (7) calendar days of the date of the notice by the Company to the Union of the creation of the said stream and/or job level, the posting of any vacancy in this stream and/or job level will be made according to the rates of wages and working conditions set out by the Company but, notwithstanding such posting, the rates of wages and working conditions of the new said stream and/or job level will still be a matter of negotiation between the Company and the Union, and the notice of posting will contain the following statement:

“The final settlement for rates of wages and working conditions is being negotiated. The resultant rates of wages will be retroactive to the date of the appointment.”

## **15. Developmental Opportunity Concept**

15.01. The Developmental Opportunity Concept is designed to enable those applicants, who do not possess the required experience to become qualified and able to function at the job level through on-the-job training and experience.

This concept could also provide for the opportunity for internal employees to become the best qualified for a job through on-the-job training once they have attained the required educational qualification.

The concept contemplates a training period of varying durations, depending on the specific developmental opportunity, with performance and salary reviews scheduled every six (6) months.

A shared responsibility is required between the Company and the employee to ensure that progress to job level is achieved within the predetermined time frame. The Company has the responsibility to provide on-going feedback, coaching and counselling to the employee; while the employee dedicates themselves to completing the required training or experience that was outlined for the predetermined developmental period.

15.02. The maximum duration that an employee will work at the developmental level will be twenty-four (24) months.

15.03. For the purposes of determining the appropriate pay range for a developmental opportunity the developmental position will be processed through the HAY Job Evaluation System. The developmental opportunity will result in no more than five (5) pay steps, spread evenly over the twenty-four (24) month period.

15.04. All applicable terms and conditions will be reviewed with the Union prior to an appointment being made in a developmental opportunity position.

- 15.05. The Company will confirm the developmental opportunity rate of pay, the duration and six (6) month performance / increment review dates in a letter to the employee. A copy of this letter will be provided to the Union as information.
- 15.06. The parties may mutually agree to extend the time frame.
- 15.07. It is understood that an employee who successfully completes a developmental opportunity will then be moved to at least Step A of the job level for the position they are in.

## **16. Dispute Resolution Process**

\* The intent of the Dispute Resolution Process is to:

- (a) encourage open, two-way dialogue by the people affected by a dispute,
- (b) achieve solutions that contribute to positive, collaborative working relationships,
- (c) achieve solutions that are consistent with the Collective Agreement,
- (d) minimize the time and cost involved in resolving disputes.

### **16.01. Definitions**

- (a) A “dispute” is any workplace problem, disagreement or difference involving employees, the Union, or Company representatives.
- (b) A “grievance” is any dispute concerning the interpretation, application, operation or alleged violation of this agreement, including any question as to whether the dispute is arbitrable.
- (c) “Working days” means consecutive days, exclusive of Saturdays, Sundays or holidays observed by the Company.

### **16.02. Problem-Solving**

- (a) Employees, the Union or Company representatives are encouraged to resolve any dispute through face-to-face discussions with the people who:
  - (i) are closest to the source of the dispute,
  - (ii) possess the knowledge and ability to solve the dispute, and
  - (iii) are directly affected by the outcome of problem-solving discussions.
- (b) The discussion should include sharing relevant information to the fullest extent possible, at the earliest opportunity.
- (c) The discussion should include an honest, respectful exchange of the interests of the people directly affected by the dispute, an exploration of options to satisfy these interests, and the development of mutually acceptable solutions.
- (d) Problem-Solving may continue as long as the participants are mutually satisfied that progress is being made. The employee(s), Union or Company may conclude Problem-Solving at any time by notice to the other party(ies).

- (e) An employee(s), the Union or the Company may initiate Consultation if a dispute has not been resolved by Problem-Solving, if any of the parties believe that Problem-Solving will not solve the dispute, or Problem-Solving is not the appropriate method to solve the dispute.

16.03. Consultation

\*

- (a) 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.
  - (b) The Union and the Company may agree in writing to extend the date to initiate Consultation to allow Problem-Solving to take place.
  - (c) A request for Consultation by an employee(s) or the Union will be submitted to the Director of Human Resources **Operations**.
- \*
- (d) A request for Consultation by the Company will be submitted to a Business Agent of the Union.
  - (e) Once initiated, a representative of Human Resources will schedule a meeting of the 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.
  - (f) The facilitator(s) will encourage honest and respectful dialogue, information sharing, and help the participants define issues, explore interests and options, and achieve mutually acceptable solutions.
  - (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).
  - (h) Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties unless otherwise agreed, and will be confirmed in writing.
  - (i) If a dispute is not resolved by Consultation, an employee(s), the Union or the Company may initiate a Formal Review by filing a grievance.

#### 16.04. Formal Review

\*

- (a) \* A grievance 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 Operations** (or their designate). Grievances initiated by the Company will be submitted to the President of the Union.
- (b) A grievance will specify the details of the dispute, including the issues, the interests of the grieving party, the Clause or Clauses of the Collective Agreement that are alleged to have been violated, and the desired resolution.
- (c) \* Following receipt of the grievance, the **Director of Human Resources Operations** or Union President (or their designates) will 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 Operations** 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.
- (e) The Formal Review will take place as quickly as possible. The participants may continue this stage for as long as they are mutually satisfied that progress is being made, or may mutually agree to refer the matter back for further Consultation.
- (f) Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties unless otherwise agreed, and will be confirmed in writing.
- (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 Operations** 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.
- (h) Provided that a grievance has been properly processed in accordance with the procedures, time limits and restrictions contained in the Dispute Resolution Process, the Union or Company may refer any grievance to arbitration if it has not been resolved by Formal Review.

#### 16.05. Arbitration

\*

- (a) A referral to arbitration will be initiated in writing within ten (10) working days of receipt of written notice of the conclusion of the Formal Review.
- (b) \* Grievances referred to arbitration by the Union will be submitted to the **Director of Human Resources Operations** (or their designate). Grievances referred to arbitration by the Company will be submitted to the President of the Union.



- 16.05. (c) The party referring a grievance to arbitration will notify the other party of:
- (con't)
- (i) its willingness to use a single arbitrator, or
  - (ii) its appointee to a three-person arbitration board, and
  - (iii) the details of the grievance, including the issues in dispute, the interests of the grieving party, the Clause or Clauses of the Collective Agreement which are alleged to have been violated, and the remedy requested.
- (d) The responding party will notify the other party within five (5) working days of its willingness to use a single arbitrator or its appointee to a three-person arbitration board.
- (e) If the parties fail to appoint their respective members within five (5) working days of the referral to arbitration, the appointment will be made by the Provincial Minister (responsible for labour issues) upon the request of either party.
- (f) If the parties agree to refer the grievance to a single arbitrator, the Union and the Company will select the arbitrator from a roster approved by the parties on an annual basis. If the parties do not agree on the selection, the arbitrator will be drawn randomly from the roster.
- (g) Where each party has established an appointee to a three-person arbitration board, the appointees so selected will, within fourteen (14) calendar days of the appointment of the second of them, appoint a third person who will be the chairperson. If the two (2) appointees are unable to agree upon the choice of a chairperson within the time limit specified, they will request the Provincial Minister (responsible for labour issues) to appoint a chairperson.
- (h) If the single arbitrator, either member of the arbitration board, or the chairperson refuses to act or is or becomes incapable of acting, a new single arbitrator, new board member or chairperson will be appointed in accordance with the above procedure. Appointment will be made within fourteen (14) calendar days of receipt of notice of inability or unwillingness to act. If either party fails to appoint an alternate member or if the members fail to agree upon a chairperson, the appointment will be made by the Provincial Minister (responsible for labour issues) upon the request of either party.
- (i) No person will be appointed as a single arbitrator or member or chairperson of a three-person arbitration board if the person is directly affected by the grievance, or if the person has been involved in an attempt to negotiate or settle the dispute.
- (j) Each party will bear the expense of its respective member and will bear one-half of the expenses of the chairperson of the arbitration board, or single arbitrator, whichever is applicable.
- (k) Arbitration hearing dates will be determined within twenty-eight (28) calendar days of the appointment of the single arbitrator or arbitration board.
- (l) Prior to the arbitration hearing, the parties may prepare an agreed statement of facts for submission to the single arbitrator or arbitration board.

- 16.05. (m) The single arbitrator or arbitration board will hear the grievance and render an award within forty (40) calendar days of the hearing. Written reasons for the decision will be provided within sixty (60) calendar days of the hearing, unless the parties mutually agree that written reasons are not required.
- (n) In the case of an arbitration board, the decision of the majority is the award of the board. If there is no majority, the decision of the chairperson will be the award of the arbitration board.
- (o) The decision of the single arbitrator or arbitration board is final and binding upon the parties and any person affected by it, and the parties or persons affected will do or abstain from doing anything as required by the single arbitrator or arbitration board.
- (p) The arbitration board or single arbitrator may quash, confirm or vary any action taken respecting the suspension, discipline or discharge of an employee.
- (q) The arbitration board or single arbitrator by its decision will not alter, amend or change the terms of the Collective Agreement.

16.06. General

- (a) The parties may mutually agree to involve a facilitator or mediator at any stage of the Dispute Resolution Process.
- (b) The time limits contained in the Dispute Resolution Process are mandatory, however, where both parties agree, the time limits may be extended. An extension of these time limits will not be unreasonably withheld by the parties. The parties may mutually agree to bypass stages or return to previous stages of the Process. Such agreements will be confirmed in writing.
- (c) If the Union or the Company have concerns regarding the application of the Dispute Resolution Process, they will meet in an attempt to resolve these concerns.

## 17. Reporting for Duty

- 17.01. Except as provided in Clause 17.02., employees will report for duty at the place directed by the Company and will go to and from this location on their own time within the City limits. Where an employee is required to report to a new place during their regular hours of work, they will do so without loss of pay.
- 17.02. Employees who are required to perform work at locations outside of the City limits will be compensated in accordance with the Company's travel policy and the current travel guidelines.

## **18. Flexible Hours of Work**

Where the Company implements flexible hours of work schedules utilizing employees coming within the scope of this Collective Agreement, they will do so in accordance with applicable Letters of Understanding attached to this agreement or after consultation and agreement is reached with the Union regarding terms and conditions to be applied.

## **19. Pensions**

- \* Permanent employees will be members of the Local Authorities Pension Plan in accordance with the provisions of the plan.

## **20. Position Evaluation Program**

- 20.01. Position evaluation is the systematic determination of position allocations to the appropriate stream and/or job level as set out in the current Collective Agreement.
- 20.02. The establishment and maintenance of a position evaluation program covering employees within the jurisdiction of the Union will, with the exception of the appeal procedure, be the sole responsibility of the Company.
- 20.03. The Union will have the right to present modifications to the position evaluation program and these will be considered by the Company.
- 20.04. The Union will be provided with the Policy, regulations and procedures pertaining to allocations of positions coming within the scope of this agreement.
- 20.05. The Company will make available to the Union on request information used in the position evaluation program and procedures to evaluate and allocate positions.
- 20.06. New streams and job levels, for which the rates have been negotiated and agreed to in accordance with Article 14. "Creation of a New Stream or Job Level" will be reduced to writing and executed by authorized representatives of the parties to this agreement.
- 20.07. Employees will be paid the rates provided in the currently effective wage schedule or those established by the Company for streams and/or job levels, for which the rates are under negotiation in accordance with the provisions of this agreement.

## **21. HAY Job Evaluation Process**

### **21.01. Position Reviews**

Where the duties of a position have significantly changed, an employee, may submit a request to Human Resources for the review of the allocation of their position. The employee will complete a Position Description, and submit it to their first level Manager with a copy to Human Resources.

- (a) Within twenty-one (21) calendar days of receipt, the Manager must review and sign off the Position Description and forward it to Human Resources. Human Resources will provide a copy of this completed document to the Union.

- (b) Within ten (10) calendar days of receiving the validated Position Description from the Manager, Human Resources will complete their review of the documentation and issue a decision. This decision will be communicated to the Union prior to both the employee and Manager.
- (c) Should the position allocation change, the date the signed validated Position Description arrives in Human Resources will be the effective date of any change; in most instances. In extenuating circumstances, where it can be demonstrated that, through no fault of the employee, there was a significant delay in forwarding the Position Description, an alternate date may be considered. Human Resources will review these circumstances with management, and determine if the date should be prior to the date received in their office.

## 21.02. Appeals

Should the employee disagree with the decision of a position review and choose to appeal, the employee must request that the Union initiate an appeal. This request must be in writing to the Union, with a copy to Human Resources and their Manager, and made within fourteen (14) calendar days of receipt of the written decision. If an appeal is not initiated within this timeframe, the review will be considered concluded and no further employee initiated reviews can occur for twelve (12) months from the date of the decision.

- (a) Where the Union supports an appeal, the Union will provide to Human Resources written notice of the appeal being advanced within fourteen (14) calendar days of having received the request from the employee.
- (b) Within forty-five (45) calendar days of receipt of the appeal, the HAY Job Evaluation Appeal Committee (HJEAC) will meet to hear the appeal. The Union will be present at the meeting to support and assist the employee at the employee's request. No later than fourteen (14) calendar days prior to the scheduled appeal hearing date, Human Resources will meet with the employee and their Manager to review the information to be presented at the appeal hearing.
- (c) Within thirty to forty-five (30-45) calendar days of the appeal hearing, the HJEAC will issue a decision. The decision made by HJEAC is final and will be provided in writing. Should the HJEAC alter the original decision, the effective date of the change will be in accordance with Clause 21.01. This change will be processed in an expeditious manner.

## 21.03. Arbitration

Should the original decision be upheld, the Union may advance the appeal to arbitration in accordance with the procedures and time limits set out in Clause 16.05(a) of the Dispute Resolution Process.

- (a) The Union will notify the Company of:
  - (i) its willingness to use a single arbitrator, or
  - (ii) its appointee to a three-person arbitration board, along with

- (iii) the rationale for advancing the appeal to arbitration.
- (b) Selection of a single arbitrator or three-person board will be in accordance with Clauses 16.05(d) through 16.05(k) inclusive.
- (c) Prior to the Arbitration hearing, the parties may prepare an agreed statement of facts for submission to the single arbitrator or arbitration board.
- (d) The single arbitrator or arbitration board will hear the appeal and render a decision within forty (40) calendar days of the hearing. Written reasons for the decision will be provided within sixty (60) calendar days of the hearing.
- (e) In the case of a three-person arbitration board, the decision of the majority is the award of the board. If there is no majority, the decision of the chairperson will be the award of the arbitration board.
- (f) Once the award has been rendered, and should a change be warranted, the Company will implement the change in an expeditious manner.
- (g) The arbitration board, or the single arbitrator will not alter, amend or vary any term or condition of this agreement. The arbitrator's authority is limited to allocating positions to existing streams and levels within the current job evaluation structure, as outlined in the Collective Agreement.
- (h) The arbitration board, or the single arbitrator, will set their own procedure with respect to the hearing. The board or arbitrator may request the testimony of appropriate persons who have knowledge of the duties and responsibilities of the position, the position evaluation process and any written or other evidence as they may require.
- (i) Once the arbitration board or the single arbitrator has rendered a decision, an employee may not initiate another review of their position for twelve (12) months from the date of the arbitration award.

21.04. The mandatory time limits specified in this Article may be waived with the mutual consent of both parties.

## **22. Safety**

The Union and the Company are committed to the health and safety of employees in accordance with the Occupational Health and Safety Act and the Company's Occupational Health and Safety Commitment. The parties agree to cooperate in the development, maintenance and promotion of a health and safety program to provide a healthy/safe and accident free work environment.

22.01. Employees will report any unsafe conditions to their supervisor. If the unsafe condition is not corrected, then the employee should bring the unsafe condition to the attention of a safety representative. If the unsafe condition is still not corrected then the employee should bring it to the attention of the Union.

- 22.02. No employee will operate any tool, appliance or equipment that will cause to exist an imminent danger or carry out any work where there exists or will cause to exist an imminent danger to the health and safety of that employee or any other employee present at the work site.

## **23. Health and Welfare Benefits**

The Company will provide five (5) paid sick days on an annual basis to provisional status employees. These sick days will be paid at one hundred (100) per cent of the employee's regular rate of pay.

## **24. Medical Evaluations**

Employees who are required by the Company to undergo regular medical examinations as a result of the nature of their employment with the Company will have the cost of those medical evaluations paid by the Company.

## **25. Jurisdictional Allocations**

- \* The Company will advise the Union, prior to implementation, of the assignment of existing or new positions to management or out of scope where those positions may impact the Union's jurisdiction. The parties mutually agree that the resolution of differences arising from the jurisdictional allocation of positions will be processed in accordance with the consultative process outlined in **Addendum IV** of this agreement. If, however, a jurisdictional difference is not resolved by the parties and the Union elects to refer the matter to a third party, the dispute will be referred to the Labour Relations Board for a final and binding decision.

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

All provisions of this Collective Agreement apply to permanent or temporary part-time employees except as modified below:

### **26.01. Hours of Work**

Amend Clause 6.01(a) to read:

- 6.01(a) The standard hours of work for part-time employees will be up to eight (8) hours per day and exclude an unpaid lunch period.

Amend Clause 6.01. to include:

- 6.01(j) Part-time shifts will not be regularly scheduled to take the place of full-time shifts such that part-time employees supplant the requirement for full-time employees.

6.01(k) Part-time employees may be allowed to trade shifts with other part-time employees with prior management approval.

26.02. Overtime

Amend Clause 6.02(a) to read:

6.02(a) Part-time employees are not eligible for the overtime premium until they have completed the number of hours included in the scheduled hours of work established for the positions of full-time employees in the area.

Amend Clause 6.03(a):

6.03(a) Overtime will normally be paid out to part-time employees on a bi-weekly basis as it is earned; however, with the prior approval of their management supervisor, part-time employees may be permitted to bank their earned overtime for the purposes of drawing on their bank when their average bi-weekly hours of work are reduced from what they have normally worked in a pay period. It is not intended that part-time employees would draw on any banked overtime to replace a shift for which they are scheduled to work.

26.03. Shift Differential

Amend Clause 6.07. to read:

6.07. Part-time employees will not be eligible for shift differential for hours worked during part-time shifts. However, if a part-time employee is required to work a full-time shift to cover for a full-time employee who would normally have been eligible to receive shift differential, then the part-time employee will be eligible for shift differential.

26.04. Weekend Work Premium

Amend Clause 6.08. to read:

6.08. Part-time employees will not be eligible for the weekend work premium for hours worked during weekend shifts. However, if a part-time employee is required to cover a weekend shift for a full-time employee who would normally be eligible to receive the weekend work premium, then the part-time employee will be paid this premium.

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.

Amend Clause 7.01(b) to read:

7.01(b) Permanent part-time employees will be eligible to progress from one step of the pay range assigned to their position to the next assigned pay step, based on satisfactory performance after working the equivalent number of straight time hours to meet the milestones outlined in these Articles for permanent full-time employees.

Amend Clause 7.01(d) to read:

7.01(d) A permanent part-time employee will be considered to be applying for a promotion when applying for a permanent full-time position within the same pay range as the employee occupies on a permanent part-time basis. The promotion will not, however, entitle the employee to an increase in pay.

#### 26.06. Statutory Holidays

Amend Clause 8.01. to read:

8.01. All part-time employees will have their statutory holiday pay paid on a bi-weekly basis as a premium calculated at four point six (4.6) percent of their normal bi-weekly earnings. 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'.



26.07. Annual Vacation Leave

Amend Clause 8.02. to read:

8.02. Annual Vacation Leave – The Annual Vacation Leave for part-time employees will be paid out bi-weekly based on a percentage of the employee’s straight time bi-weekly pay as follows:

On or after the:	Entitlement (% of straight-time pay)
Date of hire	6%
7 <sup>th</sup> vacation anniversary	8%
16 <sup>th</sup> vacation anniversary	10%
22 <sup>nd</sup> vacation anniversary	12%

In addition, permanent part-time employees will be entitled to time off as Leave Without Pay equivalent to their annual vacation leave consistent with the terms and conditions contained in the Collective Agreement.

In addition, permanent part-time employees will be entitled to request time off as Leave Without Pay, equivalent to their annual vacation benefit and they will be entitled to exercise seniority as outlined below when scheduling this Leave Without Pay.

For the purposes of scheduling Leave Without Pay equivalent to their vacation benefit, part-time employees will not have seniority over permanent full-time employees.

Leave Without Pay, equivalent to the employee’s annual vacation benefit, will be scheduled based on the part-time employee’s seniority relative to the seniority of other part-time employees.

26.08. Employment

Amend Clause 9.01 to read:

9.01. The normal probationary period for new permanent part-time employees will be the number of hours equivalent to six (6) months of full-time employment, with the Company reserving the right, in certain instances to extend this probationary period.

An employee should not suffer a loss of pay if it is necessary to extend their probationary period for reasons unrelated to their performance. When an employee completes their probationary period, their pay increment will be retroactive to the date the employee would normally have received their increment.

26.09. Health and Welfare Benefits

Amend Article 23 to read:

**Article 23 Health and Welfare Benefits**

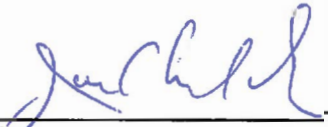
Permanent part-time employees will be entitled to all of the EPCOR Benefits provided to permanent full-time employees. The premiums for Alberta Health Care, Dental, Extended Health Care, Life Insurance and Long Term Disability (LTD) will be the same as that described for permanent full-time employees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

Signed this 16th day of December, A.D. 2015


On behalf of Civic Service Union 52

  
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Joe Childs

  
\_\_\_\_\_  
Amber Andersen


  
\_\_\_\_\_  
Michael LeBlanc

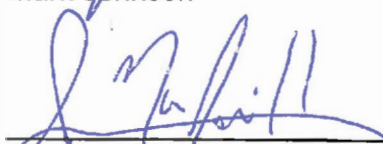
  
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Teresa Doblanko

  
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Cathy Williams

  
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James Franks

On behalf of EPCOR Utilities Inc :

  
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Mark Johnson

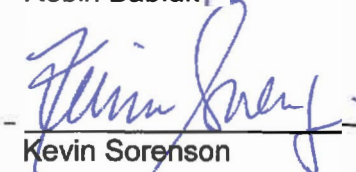
  
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Robin Babiuk

  
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Kevin Sorenson

  
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Lauren Munsch

  
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Kathleen (Kathy) Beck

## Appendices

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### Appendix I, IA & IB **CSU 52 – EPCOR Schedule of Wages – Annual General Wage Increases – 2014 to 2017**

*The parties agree to a four (4) year term with the following Effective Dates:*

*2014 – effective December 15<sup>th</sup>, 2013 to December 13<sup>th</sup>, 2014*

*2015 – effective December 14<sup>th</sup>, 2014 to December 26<sup>th</sup>, 2015*

*2016 – effective December 27<sup>th</sup>, 2015 to December 24<sup>th</sup>, 2016*

*2017 – effective December 25<sup>th</sup>, 2016 to December 23<sup>rd</sup>, 2017*

### **General Wages and Lump Sum Payments**

***For General Wage Increases and Lump Sum Payments for all Streams for the four (4) year term please see attached colored chart and Appendix I; Appendix IA and Appendix IB that follow:***

***Note: For the IT Stream Only : The Parties Agreed to add one (1) new step A for the IT – II Level positions as follows :***

***New Step A: Current Step A less 4.5% (applicable to employees hired after date of ratification only)***

***New Step B = Current Step A***

***New Step C = Current Step B***

***New Step D = Current Step C***

***New Step E = Current Step D***

***New Step F = Current Step E***

## **General Wage Increase and Lump Sum Payments**

- 1. The parties agree that all employees - permanent full-time, permanent part-time temporary and casual employees in the IT, Professional and Technical job streams that are designated for a Lump Sum Payment will receive that payment no later than the last pay period before the end of February of the following year.**
  - i.) Lump sum payment awards will be calculated based on an employee's regular base salary for the number of pay periods they work in a CSU 52 position for that calendar year. This calculation will be pro-rated for mid-year hires (service) and eligible paid time (would not include any unpaid time off ; STD after one hundred and twenty (120) days; or time on LTD during that calendar year).**
  - ii.) Employees in the IT, Professional, Technical and Drafting job streams who retire or terminate during the calendar year will have their lump sum payment award calculated based on hours worked in a CSU 52 position and regular base salary up to their last day worked. This lump sum award would be paid on or before two (2) pay periods following their actual resignation or retirement date.**
  - iii.) The 2014 calendar year lump sum awards will be paid no later than four (4) pay periods following the date of ratification.**

## EPCOR - CSU 52 - GENERAL WAGE INCREASES AND / OR LUMP SUM PAYMENTS

CSU 52 Class Streams	General Wage Increase (GWI) & / or Lump Sum (LS)	Year 1 2014	Year 2 2015	Year 3 2016	Year 4 2017
Administrative/ Service Consultant	GWI	3.50%	3.00%	2.25%	2.15%
Information Technology (IT)** Professional (P)	GWI	1.50%	1.50%	1.25%	1.25%
	LS	2.50%	2.00%	1.25%	1.15%
	TOTAL	4.00%	3.50%	2.50%	2.40%
Technical (T)	GWI	1.50%	3.00%	2.25%	2.15%
	LS	2.50%	0	0	0
	TOTAL	4.00%	3.00%	2.25%	2.15%
Drafting Technologists	GWI	1.5%	1.5%	1.25%	1.25%
	LS	2.5%	2.0%	1.25%	1.15%
	TOTAL	4.00%	3.50%	2.50%	2.40%

**\*\* For the IT II add 1 new step 4.5% lower than the current Step A to be applicable to employees hired after the date of ratification.**

**For detailed hourly wage rates for 2014 to 2017 see attached wage grids: Appendix I; Appendix IA & Appendix IB that follow**

## Appendix I – Hourly Rates

*						
Effective Date	Pay Grade	A*	B*	C	D	E
2013 (2012DEC16)	<b>A1</b>	\$21.71	\$22.69	\$23.70	\$24.77	\$25.88
		12 mths	12 mths	12 mths	12 mths	12 mths
2014 (2013DEC15)		\$22.47	\$23.48	\$24.53	\$25.64	\$26.79
2015 (2014DEC14)		\$23.14	\$24.18	\$25.27	\$26.41	\$27.59
2016 (2015DEC27)		\$23.66	\$24.72	\$25.84	\$27.00	\$28.21
2017 (2016DEC24)		\$24.17	\$25.25	\$26.40	\$27.58	\$28.82
2013 (2012DEC16)	<b>A2</b>	\$23.64	\$24.71	\$25.82	\$26.98	\$28.18
		12 mths	12 mths	12 mths	12 mths	12 mths
2014 (2013DEC15)		\$24.47	\$25.57	\$26.72	\$27.92	\$29.17
2015 (2014DEC14)		\$25.20	\$26.34	\$27.52	\$28.76	\$30.05
2016 (2015DEC27)		\$25.77	\$26.93	\$28.14	\$29.41	\$30.73
2017 (2016DEC24)		\$26.32	\$27.51	\$28.75	\$30.04	\$31.39
2013 (2012DEC16)	<b>A3</b>	\$25.40	\$26.54	\$27.75	\$28.99	\$30.31
		12 mths	12 mths	12 mths	12 mths	12 mths
2014 (2013DEC15)		\$26.29	\$27.47	\$28.72	\$30.00	\$31.37
2015 (2014DEC14)		\$27.08	\$28.29	\$29.58	\$30.90	\$32.31
2016 (2015DEC27)		\$27.69	\$28.93	\$30.25	\$31.60	\$33.04
2017 (2016DEC24)		\$28.29	\$29.55	\$30.90	\$32.28	\$33.75
2013 (2012DEC16)	<b>A4</b>	\$28.70	\$30.11	\$31.63	\$33.21	\$34.88
		12 mths	12 mths	12 mths	12 mths	12 mths
2014 (2013DEC15)		\$29.70	\$31.16	\$32.74	\$34.37	\$36.10
2015 (2014DEC14)		\$30.59	\$32.09	\$33.72	\$35.40	\$37.18
2016 (2015DEC27)		\$31.28	\$32.81	\$34.48	\$36.20	\$38.02
2017 (2016DEC24)		\$31.95	\$33.52	\$35.22	\$36.98	\$38.84

Effective Date	Pay Grade	A*	B*	C	D	E
2013 (2012DEC16)	<b>D1</b>	\$30.60	\$32.00	\$33.43	\$34.93	\$36.51
		12 mths	12 mths	12 mths	12 mths	12 mths
2015 (2014DEC14)		\$31.53	\$32.97	\$34.44	\$35.98	\$37.62
2016 (2015DEC27)		\$31.92	\$33.38	\$34.87	\$36.43	\$38.09
2017 (2016DEC24)		\$32.32	\$33.80	\$35.31	\$36.89	\$38.57
2013 (2012DEC16)	<b>D2</b>	\$36.80	\$38.46	\$40.20	\$42.02	\$43.90
		12 mths	12 mths	12 mths	12 mths	12 mths
2015 (2014DEC14)		\$37.91	\$39.63	\$41.41	\$43.29	\$45.23
2016 (2015DEC27)		\$38.38	\$40.13	\$41.93	\$43.83	\$45.80
2017 (2016DEC24)		\$38.86	\$40.63	\$42.45	\$44.38	\$46.37
2013 (2012DEC16)	<b>D3</b>	\$40.48	\$42.32	\$44.22	\$46.20	\$48.31
		12 mths	12 mths	12 mths	12 mths	12 mths
2015 (2014DEC14)		\$41.71	\$43.59	\$45.55	\$47.59	\$49.77
2016 (2015DEC27)		\$42.23	\$44.13	\$46.12	\$48.18	\$50.39
2017 (2016DEC24)		\$42.76	\$44.68	\$46.70	\$48.78	\$51.02
2013 (2012DEC16)	<b>D4</b>	\$43.98	\$45.95	\$48.02	\$50.19	\$52.45
		12 mths	12 mths	12 mths	12 mths	12 mths
2015 (2014DEC14)		\$45.31	\$47.34	\$49.47	\$51.70	\$54.04
2016 (2015DEC27)		\$45.88	\$47.93	\$50.09	\$52.35	\$54.72
2017 (2016DEC24)		\$46.45	\$48.53	\$50.72	\$53.00	\$55.40



Effective Date	Pay Grade	A*	B*	C	D	E
2013 (2012DEC16)	<b>T1</b>	\$30.60	\$32.00	\$33.43	\$34.93	\$36.51
		12 mths	12 mths	12 mths	12 mths	12 mths
2014 (2013DEC15)		\$31.06	\$32.48	\$33.93	\$35.45	\$37.06
2015 (2014DEC14)		\$31.99	\$33.45	\$34.95	\$36.51	\$38.17
2016 (2015DEC27)		\$32.71	\$34.20	\$35.74	\$37.33	\$39.03
2017 (2016DEC24)		\$33.41	\$34.94	\$36.51	\$38.13	\$39.87
2013 (2012DEC16)	<b>T2</b>	\$36.80	\$38.46	\$40.20	\$42.02	\$43.90
		12 mths	12 mths	12 mths	12 mths	12 mths
2014 (2013DEC15)		\$37.35	\$39.04	\$40.80	\$42.65	\$44.56
2015 (2014DEC14)		\$38.47	\$40.21	\$42.02	\$43.93	\$45.90
2016 (2015DEC27)		\$39.34	\$41.11	\$42.97	\$44.92	\$46.93
2017 (2016DEC24)		\$40.19	\$41.99	\$43.89	\$45.89	\$47.94
2013 (2012DEC16)	<b>T3</b>	\$40.48	\$42.32	\$44.22	\$46.20	\$48.31
		12 mths	12 mths	12 mths	12 mths	12 mths
2014 (2013DEC15)		\$41.09	\$42.95	\$44.88	\$46.89	\$49.03
2015 (2014DEC14)		\$42.32	\$44.24	\$46.23	\$48.30	\$50.50
2016 (2015DEC27)		\$43.27	\$45.24	\$47.27	\$49.39	\$51.64
2017 (2016DEC24)		\$44.20	\$46.21	\$48.29	\$50.45	\$52.75
2013 (2012DEC16)	<b>T4</b>	\$43.98	\$45.95	\$48.02	\$50.19	\$52.45
		12 mths	12 mths	12 mths	12 mths	12 mths
2014 (2013DEC15)		\$44.64	\$46.64	\$48.74	\$50.94	\$53.24
2015 (2014DEC14)		\$45.98	\$48.04	\$50.20	\$52.47	\$54.84
2016 (2015DEC27)		\$47.01	\$49.12	\$51.33	\$53.65	\$56.07
2017 (2016DEC24)		\$48.02	\$50.18	\$52.43	\$54.80	\$57.28

Effective Date	Pay Grade	A*	B*	C	D	E
2013 (2012DEC16)	<b>P1</b>	\$37.67	\$39.35	\$41.12	\$42.99	\$44.92
		12 mths	12 mths	12 mths	12 mths	12 mths
2014 (2013DEC15)		\$38.24	\$39.94	\$41.74	\$43.63	\$45.59
2015 (2014DEC14)		\$38.81	\$40.54	\$42.37	\$44.28	\$46.27
2016 (2015DEC27)		\$39.30	\$41.05	\$42.90	\$44.83	\$46.85
2017 (2016DEC24)		\$39.79	\$41.56	\$43.44	\$45.39	\$47.44
2013 (2012DEC16)	<b>P2</b>	\$41.07	\$42.91	\$44.84	\$46.86	\$48.96
		12 mths	12 mths	12 mths	12 mths	12 mths
2014 (2013DEC15)		\$41.69	\$43.55	\$45.51	\$47.56	\$49.69
2015 (2014DEC14)		\$42.32	\$44.20	\$46.19	\$48.27	\$50.44
2016 (2015DEC27)		\$42.85	\$44.75	\$46.77	\$48.87	\$51.07
2017 (2016DEC24)		\$43.39	\$45.31	\$47.35	\$49.48	\$51.71
2013 (2012DEC16)	<b>P3</b>	\$44.79	\$46.82	\$48.92	\$51.12	\$53.41
		12 mths	12 mths	12 mths	12 mths	12 mths
2014 (2013DEC15)		\$45.46	\$47.52	\$49.65	\$51.89	\$54.21
2015 (2014DEC14)		\$46.14	\$48.23	\$50.39	\$52.67	\$55.02
2016 (2015DEC27)		\$46.72	\$48.83	\$51.02	\$53.33	\$55.71
2017 (2016DEC24)		\$47.30	\$49.44	\$51.66	\$54.00	\$56.41
2013 (2012DEC16)	<b>P4</b>	\$50.08	\$52.31	\$54.69	\$57.12	\$59.71
		12 mths	12 mths	12 mths	12 mths	12 mths
2014 (2013DEC15)		\$50.83	\$53.09	\$55.51	\$57.98	\$60.61
2015 (2014DEC14)		\$51.59	\$53.89	\$56.34	\$58.85	\$61.52
2016 (2015DEC27)		\$52.23	\$54.56	\$57.04	\$59.59	\$62.29
2017 (2016DEC24)		\$52.88	\$55.24	\$57.75	\$60.33	\$63.07

Effective Date	Pay Grade	A*	B*	C	D	E	F
2013 (2012DEC16)	<b>IT1</b>	\$39.18	\$40.94	\$42.79	\$44.70	\$46.72	
		12 mths	12 mths	12 mths	12 mths	12 mths	
2014 (2013DEC15)		\$39.77	\$41.55	\$43.43	\$45.37	\$47.42	
2015 (2014DEC14)		\$40.37	\$42.17	\$44.08	\$46.05	\$48.13	
2016 (2015DEC27)		\$40.87	\$42.70	\$44.63	\$46.63	\$48.73	
2017 (2016DEC24)		\$41.38	\$43.23	\$45.19	\$47.21	\$49.34	
2013 (2012DEC16)	<b>IT2</b>		\$44.79	\$46.82	\$48.92	\$51.12	\$53.41
		12 mths	12 mths	12 mths	12 mths	12 mths	13 mths
2014 (2013DEC15)			\$45.46	\$47.52	\$49.65	\$51.89	\$54.21
2015 (2014DEC14)		\$44.07	\$46.14	\$48.23	\$50.39	\$52.67	\$55.02
2016 (2015DEC27)		\$44.62	\$46.72	\$48.83	\$51.02	\$53.33	\$55.71
2017 (2016DEC24)		\$45.18	\$47.30	\$49.44	\$51.66	\$54.00	\$56.41
2013 (2012DEC16)	<b>IT3</b>	\$50.08	\$52.31	\$54.69	\$57.12	\$59.71	
		12 mths	12 mths	12 mths	12 mths	12 mths	
2014 (2013DEC15)		\$50.83	\$53.09	\$55.51	\$57.98	\$60.61	
2015 (2014DEC14)		\$51.59	\$53.89	\$56.34	\$58.85	\$61.52	
2016 (2015DEC27)		\$52.23	\$54.56	\$57.04	\$59.59	\$62.29	
2017 (2016DEC24)		\$52.88	\$55.24	\$57.75	\$60.33	\$63.07	
2013 (2012DEC16)	<b>IT4</b>	\$52.06	\$54.44	\$56.86	\$59.43	\$62.11	
		12 mths	12 mths	12 mths	12 mths	12 mths	
2014 (2013DEC15)		\$52.84	\$55.26	\$57.71	\$60.32	\$63.04	
2015 (2014DEC14)		\$53.63	\$56.09	\$58.58	\$61.22	\$63.99	
2016 (2015DEC27)		\$54.30	\$56.79	\$59.31	\$61.99	\$64.79	
2017 (2016DEC24)		\$54.98	\$57.50	\$60.05	\$62.76	\$65.60	

## **Appendix IA – Contact Centre**

<b>Hourly Rates</b>							
Effective Date	Pay Grade	A*	B*	C	D	E	F
2013 (2012DEC16)	<b>SCA3</b>	\$23.20	\$24.47	\$25.83	\$27.24	\$28.73	\$30.31
		12 mths	12 mths	12 mths	12 mths	12 mths	12 mths
2014 (2013DEC15)		\$24.01	\$25.33	\$26.73	\$28.19	\$29.74	\$31.37
2015 (2014DEC14)		\$24.73	\$26.09	\$27.53	\$29.04	\$30.63	\$32.31
2016 (2015DEC27)		\$25.29	\$26.68	\$28.15	\$29.69	\$31.32	\$33.04
2017 (2016DEC24)		\$25.83	\$27.25	\$28.76	\$30.33	\$31.99	\$33.75
Effective Date	Pay Grade	A*	B*	C	D	E	F
2013 (2012DEC16)	<b>SAA4</b>	\$27.98	\$29.22	\$30.55	\$31.92	\$33.36	\$34.88
		12 mths	12 mths	12 mths	12 mths	12 mths	12 mths
2014 (2013DEC15)		\$28.96	\$30.24	\$31.62	\$33.04	\$34.53	\$36.10
2015 (2014DEC14)		\$29.83	\$31.15	\$32.57	\$34.03	\$35.57	\$37.18
2016 (2015DEC27)		\$30.50	\$31.85	\$33.30	\$34.80	\$36.37	\$38.02
2017 (2016DEC24)		\$31.16	\$32.53	\$34.02	\$35.55	\$37.15	\$38.84

<b>Appendix IA – Contact Centre</b>			
<b>Hourly Rates for the:</b>		<b>Developmental Phase</b>	
Effective Date	Pay Grade	A*	B*
SCA3 Training Schedule		Training Period	On-The-Job Period
(new hires)		Up to 3 mths	Up to 520 hrs
2013 (2012DEC16)		\$21.04	\$22.09
2014 (2013DEC15)	<b>SCA3</b>	\$21.78	\$22.86
2015 (2014DEC14)		\$22.43	\$23.55
2016 (2015DEC27)		\$22.93	\$24.08
2017 (2016DEC24)		\$23.42	\$24.60

<b>Appendix IB – Student and Summer Employment Programs</b>						
<b>Hourly Rates</b>						
Effective Date	Pay Grade	A	B	C	D	E
		1 year	1 year	1 year	1 year	1 year
2013 (2012DEC16)	<b>ENCO</b>	\$27.18	\$28.38	\$29.65	\$31.00	\$32.38
2014 (2013DEC15)		\$27.59	\$28.81	\$30.09	\$31.47	\$32.87
2015 (2014DEC14)		\$28.42	\$29.67	\$30.99	\$32.41	\$33.86
2016 (2015DEC27)		\$29.06	\$30.34	\$31.69	\$33.14	\$34.62
2017 (2016DEC24)		\$29.68	\$30.99	\$32.37	\$33.85	\$35.36
2013 (2012DEC16)	<b>BUCO</b>	\$27.59	\$28.83	\$30.12		
2014 (2013DEC15)		\$28.00	\$29.26	\$30.57		
2015 (2014DEC14)		\$28.42	\$29.70	\$31.03		
2016 (2015DEC27)		\$28.78	\$30.07	\$31.42		
2017 (2016DEC24)		\$29.14	\$30.45	\$31.81		
2013 (2012DEC16)	<b>SEP-A</b>	\$19.55				
2014 (2013DEC15)		\$20.23				
2015 (2014DEC14)		\$20.84				
2016 (2015DEC27)		\$21.31				
2017 (2016DEC24)		\$21.77				
2013 (2012DEC16)	<b>SEP-T</b>	\$27.18				
2014 (2013DEC15)		\$27.59				
2015 (2014DEC14)		\$28.42				
2016 (2015DEC27)		\$29.06				
2017 (2016DEC24)		\$29.68				
2013 (2012DEC16)	<b>SEP-P</b>	\$27.59				
2014 (2013DEC15)		\$28.00				
2015 (2014DEC14)		\$28.42				
2016 (2015DEC27)		\$28.78				
2017 (2016DEC24)		\$29.14				
2013 (2012DEC16)	<b>SEP-IT</b>	\$27.44				
2014 (2013DEC15)		\$27.85				
2015 (2014DEC14)		\$28.27				
2016 (2015DEC27)		\$28.62				
2017 (2016DEC24)		\$28.98				

## **Civic Service Union 52**

### **Addendum to the Collective Agreement**

**The Following Addenda's to the 2014 - 2017 Collective Agreement are Individual Addenda but are Grouped Together for Signing Purposes Only**

**Addenda:**

- |               |   |
|---------------|---|
| Addendum I:   | Compressed Hours of Work Program – EPCOR<br>Water Services Inc. – Water Trouble Dispatch<br>(Public Service Representatives)      |
| Addendum II:  | Compressed Hours of Work Program – EPCOR<br>Distribution & Transmission Inc. – Public Service<br>Representatives (12 Hour Shifts) |
| Addendum III: | Provisions Applicable to Service Consultants<br>(Previous Class Code 0155)  |
| Addendum IV:  | Jurisdictional Allocations  |
| Addendum V:   | Wind-up of Former Income Replacement Plan – Applies Only to<br>Former City of Edmonton Employees                                  |

***The parties agree that Addenda form part of the body of the Collective Agreement. They continue to form part of the agreement unless one or both parties propose changes or deletions in Collective Bargaining.***

**Addendum to the 2014 - 2017  
Collective Agreement**

between

**EPCOR Utilities Inc.**

(hereinafter referred to as the "Company")

Of the first Part

- and -

**Civic Service Union 52**

(hereinafter referred to as the "Union")

Of the Second Part

**Addendum I**

**Compressed Hours of Work Program – EPCOR Water Services Inc. – Water Trouble Dispatch (Public Service Representatives)**

The following provisions will apply to those employees of EPCOR Water Services Inc. engaged in a compressed work week program.

Unless otherwise specified, Clauses contained in the Main Agreement will continue to apply. Clauses in this Addendum which have the same numerical designation as Clauses in the Main Agreement will supersede those Clauses of the Main Agreement. Where conflict or differences exist between the Clauses contained in the main portion of the Collective Agreement, the specified provisions contained in this Addendum will prevail in respect of employees engaged in this compressed hours of work program.

**6. Working Conditions**

6.01. Hours of Work

- (a) Employees engaged in the compressed hours of work program will have a shift schedule that allows for a combination of shifts ranging in hours from eight and a half (8 ½) to twelve (12) hours per day, including time off for lunch where appropriate as set out in the existing shift schedule. The average daily hours of work times five (5) for these employees will equal forty (40) hours per week and/or eighty hours per pay period over the duration of the shift rotation.
- (b) There will be a minimum twelve (12) hours interval between the completion of one shift and the commencement time of the next shift assigned to an employee. In the event that an employee is scheduled or rescheduled to work a shift which does not allow for the minimum twelve (12) hour interval, they will receive the regular rate of pay for each hour of the first shift worked and will receive the overtime premium for each hour of the next shift worked.



- (c) Where relief personnel are required, their average daily hours of work times five (5) will equal forty (40) hours, provided, however, that they are notified eight (8) hours in advance of any change to those shifts for which they have been scheduled to work. The employees must receive at least eight (8) hours off between shifts. In the event that any of the foregoing conditions are not met, the employee will receive overtime pay for the first shift worked.

6.02. Overtime Work

- (a) Relief personnel will be eligible to receive overtime pay for those hours worked in excess of eight-four (84) bi-weekly per pay period. Other schedule adjustments may be required from time to time to maintain an average work week of forty (40) hours.

6.05. Pay for Work on Statutory Holidays

- (f) The premium rates of pay specified in the Main Agreement will be paid only to those employees who work on the actual calendar day as established by legislation. An employee who commences their shift before or during the statutory holiday will be paid the premium rate for only those actual hours which fall during the statutory holiday.

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.

## **7. Remuneration**

7.01. Wages

- (a) Employees will be paid based on the rates of pay contained in Appendix I – Wage Schedule. When an employee ceases to participate in this compressed work week program, the Company will compare the hours which an employee worked with the wages and will either pay the employee for hours worked for which they have not been paid, or will deduct from monies owing to the employee for hours not worked for which they were paid.

## **8. Fringe Benefits**

### 8.01. Statutory Holidays

- (a) Pay for a statutory holiday or day off with pay in lieu of a statutory holiday will be equal to the monetary or time equivalent of seven point five (7.5) or eight (8) hours' work as applicable, except that in the case of employees who are working extended hours, where the majority of shifts worked in the pay period are longer than seven point five (7.5) or eight (8) hours', the employee will be paid a monetary amount equal to the length of the majority of working shifts in the pay period.

### 8.02. Annual Vacation

- (t) Employees who work a minimum of seventy-five (75) twelve (12) hour shifts in the previous calendar year will be eligible for additional vacation credits to compensate them for the time they spend at work at shift exchange time. The extra vacation credits will be forty (40) hours.

- 8.08. Vacation leave and sick leave usage will be administered on an hourly basis in conjunction with the shift schedule.

## **31. Reversion to the Eight Hour Per Day Schedule**

Either of the parties may decide at any time to revert from the compressed work week program by providing a minimum of one (1) months' notice in writing to the other party. However, the parties agree that, in the event that either party decides to revert from the compressed work week program, they will meet prior to the reversion to discuss the most expedient schedules for reversion. In the event of reversion, premiums which may normally have been payable as a result of reverting to the straight eight (8) hours per day schedule will not be paid.

## Addendum II

### Compressed Hours of Work Program – EPCOR Distribution & Transmission Inc. – Public Service Representatives (12 Hour Shifts)

The following provisions will apply to those employees of EPCOR Distribution & Transmission Inc. engaged in a compressed work week program.

Unless otherwise specified, Clauses contained in the Main Agreement will continue to apply. Clauses in this Addendum which have the same numerical designation as Clauses in the Main Agreement will supersede those Clauses of the Main Agreement. Where conflict or differences exist between the Clauses contained in the main portion of the Collective Agreement, the specified provisions contained in this Addendum will prevail in respect of employees engaged in this compressed hours of work program.

## 6. Working Conditions

### 6.01. Hours of Work

- (a) Employees engaged in the compressed hours of work program will have a shift schedule that allows for a combination of shifts ranging in hours from eight and a half (8 ½) to twelve (12) hours per day, including time off for lunch where appropriate as set out in the existing shift schedule. The average daily hours of work times five (5) for such employees will equal forty (40) hours per week and/or eighty hours per pay period over the duration of the shift rotation.
- (b) There will be a minimum twelve (12) hours interval between the completion of one shift and the commencement time of the next shift assigned to an employee. In the event that an employee is scheduled or rescheduled to work a shift which does not allow for the minimum twelve (12) hour interval, they will receive the regular rate of pay for each hour of the first shift worked and will receive the overtime premium for each hour of the next shift worked.
- (c) Where relief personnel are required, their average daily hours of work times five (5) will equal forty (40) hours, provided, however, that they are notified eight (8) hours in advance of any change to those shifts for which they have been scheduled to work. These employees must receive at least eight (8) hours off between shifts. In the event that any of the foregoing conditions are not met, the employee will receive overtime pay for the first shift worked. The eight (8) hour notification period will not be applicable to part-time employees who volunteer for unscheduled shifts.
- (d) Shift trades which would result in an employee working in excess of sixteen (16) consecutive hours will not be permitted. Where relief personnel are provided, they will work any ten (10) shifts in a pay period, provided however, that they are notified eight (8) hours in advance of any change to those shifts for which they have been scheduled to work in that pay period, and in no case will they work more than two (2) shifts in any twenty-four (24) hour period and must receive at least eight (8) hours off between shifts. In the event that any of the foregoing conditions are not met, the employee will receive overtime pay for the first shift worked.

- (j) Where relief personnel are provided, they will work any ten (10) shifts in a pay period, provided however, that they are notified eight (8) hours in advance of any change to those shifts for which they have been scheduled to work in that pay period, and in no case will they work more than two (2) shifts in any twenty-four (24) hour period and must receive at least eight (8) hours off between shifts. In the event that any of the foregoing conditions are not met, the employee will receive overtime pay for the first shift worked.

6.02. Overtime Work

- (a) Relief personnel will be eligible to receive overtime pay for those hours worked in excess of eighty-four (84) bi-weekly per pay period. Other schedule adjustments may be required from time to time to maintain an average work week of forty (40) hours.

6.05. Pay for Work on Statutory Holidays

- (f) The premium rates of pay specified in the Main Agreement will be paid only to those employees who work on the actual calendar day as established by legislation. An employee who commences their shift before or during the statutory holiday will be paid the premium rate for only those actual hours which fall during the statutory holiday.

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.

## 7. Remuneration

7.01. Wages

- (a) Employees will be paid based on the rates of pay contained in Appendix I – Wage Schedule. When an employee ceases to participate in this compressed work week program, the Company will compare the hours which an employee worked with the wages and will either pay the employee for hours worked for which they have not been paid, or will deduct from monies owing to the employee for hours not worked for which they were paid.

## **8. Fringe Benefits**

### 8.01. Statutory Holidays

- (e) Pay for a statutory holiday or day off with pay in lieu of a statutory holiday will be equal to the monetary or time equivalent of seven point five (7.5) or eight (8) hours' work as applicable, except that in the case of employees who are working extended hours, where the majority of shifts worked in the pay period are longer than seven point five (7.5) or eight (8) hours', the employee will be paid a monetary amount equal to the length of the majority of working shifts in the pay period.

### 8.02. Annual Vacation

- (t) Employees who work a minimum of seventy-five (75) twelve (12) hour shifts in the previous calendar year will be eligible for additional vacation credits to compensate them for the time they spend at work at shift exchange time. The extra vacation credits will be forty (40) hours.

- 8.08. Vacation leave and sick leave usage will be administered on an hourly basis in conjunction with the shift schedule.

## **31. Reversion to the Eight Hour Per Day Schedule**

Either of the parties may decide at any time to revert from the compressed work week program by providing a minimum of one (1) months' notice in writing to the other party. However, the parties agree that, in the event that either party decides to revert from the compressed work week program, they will meet prior to the reversion to discuss the most expedient schedules for reversion. In the event of reversion, premiums which may normally have been payable as a result of reverting to the straight eight (8) hours per day schedule will not be paid.

## Addendum III

\*

### Provisions Applicable to Service Consultants

\*All provisions of this Collective Agreement apply to employees in the Service Consultant position who work in EPCOR Energy **Alberta LP** except as modified in this addendum. Provisions contained in this addendum are intended to modify the main body of the Collective Agreement for full-time employees or Article 26 for part-time employees as applicable.

Replace Clause 6.01. and Article 26 with the following:

#### 6.01. Hours of Work

- (a) The standard hours of work for full-time employees under this agreement will be eight (8) hours per day, and exclude an unpaid lunch period of up to one (1) hour.

The standard hours of work for part-time employees will be up to eight (8) hours per day and exclude an unpaid lunch period of up to one (1) hour.

Part-time employees will not be regularly scheduled to take the place of full-time shifts such that part-time employees supplant the requirement for full-time employees.

- (b) Employees who are engaged in work required to be done each and every day of the week and who work in relays with regular changes of hours of work from day to evening, evening to night, or night to day, will work the assigned daily hours not to exceed eight (8) hours, excluding time for lunch each day, for five (5) days per week, except that on changing hours of work an employee might be required to work six (6) days in that week in which the change of hours of work takes place. In this event, they will be allowed a day off during the regular hours of work rotation to compensate for the off day missed due to the change.
- (c) Hours of work may be established between 07:00 and 01:00 hours; and 23:00 and 09:00 hours. Where an employee's regular hours of work commence after 10:00 hours, but before 15:00 hours, the Company will notify the Union in writing.
- (d) Those hours of work established between 15:00 and 01:00 hours and between 23:00 and 09:00 hours will consist of a maximum of eight (8) hours' duration, including time for lunch.
- (e) An employee's regular hours of work may be changed to meet emergent situations with twenty-four (24) hours' notice prior to the change, and the employee will receive overtime for the first change unless they have received a minimum of twelve (12) hours off duty.
- (f) Shift schedules for Employees Working in the Contact Centre(s)
- Shift assignment is based on the employee's preference, then performance, and then seniority. Employees will have the ability to identify two preferences for their start time. Each preference must be for a two-hour block of time. The two preferred blocks of time cannot overlap. Employees will be permitted to change their preferences every six weeks.

Shift schedules will be posted and maintained and readily available to affected employee(s).

Shift schedules will be posted three (3) weeks in advance of the scheduled shift. Changes to the posted shift schedule made within seven (7) working days will not result in overtime pursuant to Clause 6.02.

Employees will have the ability to trade shifts, subject to Management approval.

6.07. Shift Differential

Those full-time employees in the Service Consultant position who work in the Contact Centre(s) who work scheduled hours of work between 21:00 and 06:00 will receive a shift differential of two dollars and twenty five cents (\$2.25) per hour for all hours worked between those hours. Employees will not be eligible for shift differential for applicable hours worked at premium rates except that employees will be eligible for shift differential for applicable hours worked on statutory holidays.

Replace Clause 6.08 and Clause 26.04 with the following:

6.08. Weekend Premium

Those employees in the Service Consultant position will not be eligible for Weekend Work Premium.

Replace Clause 7.01(a), Clause 7.01(b) and Clause 26.05 with the following:

7.01. (a) The regular rates of pay established in the Wage Schedule [Appendix IA] will apply.

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.

Employees will be paid every two (2) weeks.

(b) For the purposes of administering [Appendix IA]– Wage Schedule for Service Consultants (SCA3) the following provisions will apply:

(i) Developmental Phase

“Developmental Phase”- employees appointed to a Service Consultant position may be required to complete a Developmental Phase. The Developmental Phase includes:

- a “training period” that includes classroom and on-the-job training, not to exceed three (3) months worked from the date of hire; and
- a subsequent “on-the-job period” not to exceed three (3) months worked for full-time employees or five hundred and twenty (520) regular hours worked for part-time employees.

An employee in the training period will be paid ninety percent (90%) of the wage noted in the Wage Schedule [Appendix IA] at Step A.

Upon successful completion of the training period the employee will move to the on-the-job period. Employees in the on-the-job period will be paid ninety-five percent (95%) of the wage noted in the Wage Schedule [Appendix IA] at Step A.

Upon successful completion of the Training Period the employee will achieve permanent status without a break in service, subject to completion of the probationary period as outlined in Article 9.

(ii) Qualified Phase

Upon successful completion of the developmental phase, the employee will move to the Qualified Phase (Appendix IA) The employee's performance will be reviewed every twelve (12) months for full-time employees and every two thousand and eighty (2080) regular hours worked for part-time employees based on individual performance and merit, employees may receive:

- an increase to the next step; or
- a double step; or
- no increase

An employee who does not achieve an increase will receive a merit review every three (3) months or five hundred and twenty (520) regular hours worked until the missed increase is achieved. These three (3) month reviews will not impact the employee's normal twelve (12) month merit review schedule.

- (c) A new employee may be hired into the Qualified Phase if the employees possess the core competencies of the Service Consultant position. In such cases, the employee's performance will be reviewed every twelve (12) months for full-time employees and every two thousand and eighty (2080) regular hours worked for part-time employees based on individual performance and merit, employees may receive:

- an increase to the next step; or
- a double step; or
- no increase

Upon successful completion of the three (3) months, the employee will achieve permanent status without a break in service subject to completion of the probationary period as outlined in Article 9.

An employee who does not achieve an increase will receive a merit review every three (3) months or five hundred and twenty (520) regular hours worked until the missed increase is achieved. These three (3) month reviews will not impact the employee's normal twelve (12) month merit review schedule.



- (d) A permanent part-time employee will be considered to be applying for a promotion when applying for a permanent full-time position within the same job level as the employee occupied on a permanent part-time basis. This promotion will not, however, entitle the employee to an increase in pay.

## **Provisions Applicable to Service Consultants (Previous Class Code 0155)**

Amend Clause 8.02(g) to read:

- (g) Those employees in the Service Consultant positions may be, for the months of July and August, limited to two (2) weeks of vacation leave. Outside of this period an employee will receive their annual vacation leave entitlement in any year, in an unbroken period, unless otherwise mutually agreed upon by the employee and the Company.

Replace Article 9 and Clause 26.08 with the following:

## **9. Employment**

- 9.01. A new employee who is working in the Training Period of their position will be hired as a Temporary Employee. The duration of the temporary appointment will not exceed three (3) months after the date of hire. During the Training Period, the employee will be evaluated based on entry level criteria as established by the company. New employees who do not meet the requirements of service during the Training Period may be terminated at any time. This termination will not be subject to Article 16 of this Collective Agreement.
- 9.02. Following the successful completion of the Training Period, an employee will achieve permanent status without a break in service, subject to completion of the probationary period. The normal probationary period for new employees will be:
- Four (4) months for full-time employees; or
  - Six hundred and ninety-three (693) regular hours worked for part-time employees.

For these employees, seniority will be determined pursuant to Clause 13.01.

- 9.03. Under extenuating circumstances, the Union and the Company may mutually agree to extend the employee's probationary period.
- (a) An employee should not suffer a loss of pay if it is necessary to extend their probationary period for reasons unrelated to their performance. When an employee completes their probationary period, their pay increment will be retroactive to the date the employee would normally have received their increment.
- (b) In the event that the normal probationary period is extended, the employee and the Union will be advised of the Company's reasons. The affected employee will receive a copy of their written performance appraisal upon request.

- 9.04. New employees who do not meet the requirements of the position during the probationary period will be terminated. If a new employee is terminated during their probationary period, the termination may be grieved up to the conclusion of the formal review level of the Dispute Resolution Process.

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

Article 26 of this Collective Agreement is modified by any provisions in this addendum that are applicable to part-time employees who work in Service Consultant positions.

## **Addendum IV**

### **Jurisdictional Allocations**

The parties agree that disputes regarding the jurisdictional allocation of positions will be processed in accordance with the following procedure. If however, a jurisdictional dispute is not resolved by the parties and the Union elects to refer the matter to a third party, the dispute will be referred to the Alberta Labour Relations Board.

#### **A. Management Initiated Reviews**

1. Where the Company is of the view that the work being performed in a position allocated to CSU 52 is properly out of the scope of the bargaining unit certificate or is covered by another certificate, it will contact the Union to arrange a meeting to discuss the issue before any action is taken. During the meeting the Company will share relevant information concerning the basis for the exclusion from the bargaining unit.
2. If the Company is of the view that the work being performed in a position allocated to CSU 52 should properly fall within the jurisdiction of another bargaining unit, then the Company will invite the Union certified to represent that unit to the meeting with CSU 52 as described in paragraph one.

## **B. Union Initiated Reviews**

### **Problem Solving Phase**

1. Where the Union has identified a position for review, the Union will advise the Director of Human Resources, and any other appropriate Union, in writing that they have a jurisdictional issue with respect to the work being performed.
2. Within twenty-one (21) calendar days of receiving the request the Company will provide job information related to the job under review to the Union.
3. Within fourteen (14) calendar days of receiving the job information, the Union will advise the Company if further review is necessary or if there are concerns with the jurisdiction of the position.

### **Consultation Phase**

1. Within sixty (60) calendar days of the Union advising the Company that they take issue with the jurisdiction of the position, the Company will convene a meeting to allow both parties to explore the issues and provide a rationale for the action taken. During this review the parties will review the position against agreed to criteria.
2. The Union will respond within fourteen (14) calendar days from the meeting, concluding the review, or advising the Company of the challenge to the jurisdiction.
3. If the Union wishes to maintain a challenge to the jurisdiction of the position, then the parties may agree to a joint audit of the position within a time frame that allows for the incumbent to have worked for a reasonable period of time with these duties and responsibilities.

### **Formal Review**

1. Within fourteen (14) calendar days of performing the joint audit, the Union will provide written notice to the Company if they still challenge the jurisdiction of the position. The Union will provide rationale for advancing the challenge.
2. Within fourteen (14) calendar days of receiving the Union's written request for a formal review the Company will respond in writing to the notice including their rationale for why the position should be excluded from the bargaining unit.
3. If the Union does not accept the response of the Company, they may make application to the Alberta Labour Relations Board for a determination of appropriate jurisdiction of the position.

## C. Inclusions

1. Those positions and employees who the parties agree should be included in the bargaining unit may be transferred into the Union's jurisdiction, subject to negotiations between the parties:
  - a) The employee will be awarded seniority status based upon their length of unbroken full-time service in that position, and
  - b) Will have their previous unbroken full-time service in positions within the jurisdiction of the Union applied to their seniority status, provided that the unbroken service occurred immediately prior to the employee being assigned to their current position, and
  - c) Will, upon entering the Union's jurisdiction, be subject to all the terms and conditions of the Collective Agreement, and
  - d) When an employee transfers into a position within the Union, all of the individual circumstances and relevant information will be considered and reviewed by the parties. It is understood that once the parties review this information they will negotiate an appropriate rate of pay and effective date for an incumbent to transfer into the Union jurisdiction. Any other terms and conditions or understandings that may be required will also be negotiated between the parties at this time.
  - e) The Company will commence the deduction of Union dues on behalf of the employees in the pay period immediately following their transfer into the Union's jurisdiction.
  - f) Positions will be reviewed and allocated in accordance with the Company's Position Evaluation program.
2. In rare instances where it is practical that the employee remain outside the Union's bargaining unit, the Union may agree to exclude the employee. The duration of this exemption from the unit will be no more than twenty-four (24) months. The parties will negotiate how and when Union dues will be forwarded.

## D. Exclusions

1. Those positions and employees who the parties agree should be excluded from the bargaining unit may be transferred out of the Union's jurisdiction, subject to the following negotiations between the parties:
  - a) When an employee transfers into a position out of the scope of the Union's jurisdiction, all of the individual circumstances and relevant information will be considered and reviewed by the parties. It is understood that once the parties review this information they will negotiate an appropriate effective date for the incumbent to transfer out of the Union's jurisdiction. Any other terms and conditions or understandings that may be required will also be negotiated between the parties at this time.
  - b) The Company will stop the deduction of Union dues on behalf of such employee in the pay period immediately following their transfer out of the Union's jurisdiction.
  - c) In the rare instance that the employee remains in the Union's bargaining unit, the Company may agree to include the employee in the Union's bargaining unit for no more than twenty-four (24) months.
  - d) In the rare instance that a permanent employee is excluded from the Union's bargaining unit and returns to the Union's bargaining unit within a twelve (12) month period of time from the exclusion, the employee's seniority will be deemed uninterrupted in accordance with Clause 13.04. of this Collective Agreement.
  - e) When an employee is in a position that is deemed to be excluded from the Union's bargaining unit the exclusion will not be deemed a "layoff", therefore the incumbent will not be eligible to exercise any terms and conditions outlined in Article 11.

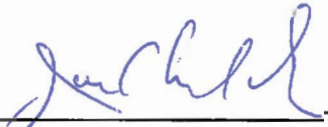
## **Addendum V**

### **Wind-up of Former Income Replacement Plan – Applies Only to Former City of Edmonton Employees**

1. Upon retirement to pension from EPCOR or death, members will receive a lump sum payment from EPCOR equal to the amount of their Income Replacement entitlement calculated when that plan was wound-up, escalated in accordance with point #4 of this Addendum.
2. Upon resignation, members will receive a lump sum payment from EPCOR equal to one half (1/2) the amount they would have received had they retired to pension from the service of EPCOR on the date of their resignation. For the purposes of this section, a layoff will be considered as resignation. Members terminated for cause will not be eligible for a lump sum payment.
3. Layoff will not affect the member's Income Replacement Entitlement provided that the member is rehired not more than twenty-four (24) months after the date on which such layoff occurred. In instances where a layoff of a member exceeds twenty-four (24) months, such layoff will be deemed to be a resignation for the purposes of this section and the provisions of point #2 will apply.
4. The lump sum pay-outs which are established for members will be retained by EPCOR until payment is made to the member. Such lump sum pay-outs will be increased annually on January 1 according to the percentage increase in the Consumer Price Index for the Edmonton region during the twelve (12) month period ending on the previous November 30 until such time as payment is made to the member.

Signed this 16th day of December, A.D. 2015

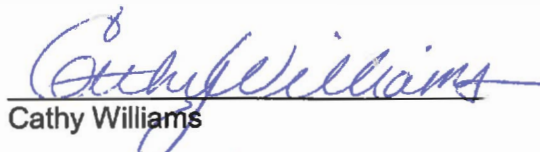
On behalf of Civic Service Union 52

  
\_\_\_\_\_  
Joe Childs

  
\_\_\_\_\_  
Amber Andersen


  
\_\_\_\_\_  
Michael LeBlanc

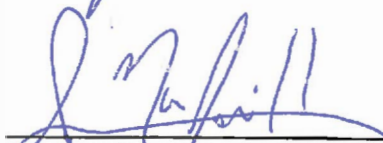
  
\_\_\_\_\_  
Teresa Doblanko

  
\_\_\_\_\_  
Cathy Williams

  
\_\_\_\_\_  
James Franks

On behalf of EPCOR Utilities Inc :

  
\_\_\_\_\_  
Mark Johnson


  
\_\_\_\_\_  
Ian MacNeill


  
\_\_\_\_\_  
Cindy Sheper


  
\_\_\_\_\_  
Mansur Bitar

  
\_\_\_\_\_  
Melissa Gibson

  
\_\_\_\_\_  
Robin Babiuk

  
\_\_\_\_\_  
Kevin Sorenson

  
\_\_\_\_\_  
Lauren Munsch

  
\_\_\_\_\_  
Kathleen (Kathy) Beck

## Letters of Understanding

### Civic Service Union 52

**The Following Groups of Letters of Understanding to the 2014 - 2017 Collective Agreement are Individual Letters but are Grouped Together for Signing Purposes Only.**

1. Flexible Hours of Work
2. Work Experience Programs
3. Summer and Temporary Employment Rates of Pay (\*)
4. Out of Town – Travel & Expenses
5. Positions Within Public & Government Affairs – Flexible and Variable Hours of Work
6. Short-Term Incentive Pay Program (\*)
7. Roster of Arbitrators (\*)
8. Employee and Family Related Responsibility Leave (\*)
9. Engineering & Business Co-op Students
10. Severance (\*)
11. Alberta Environment Compliance Sustainable Resource Development – Water and Wastewater Certification (\*)
12. *Letter of Understanding # 12 – Joint Union – Company Jurisdictional Committee – Development of Jurisdictional Criteria (\*\*)*
13. *Letter of Understanding # 13 – Provisions Applicable to Service Consultants (\*\*)*

***The parties agree that Letters of Understanding are in effect for the current Collective Agreement. They cease to exist unless one or both parties propose renewal (as is or amended) in Collective Bargaining***



# Collective Agreement

between

## **EPCOR Utilities Inc.**

(hereinafter referred to as the "Company")

Of the first Part

- and -

## **Civic Service Union 52**

(hereinafter referred to as the "Union")

Of the Second Part

### **Letter 1 – Flexible Hours of Work**

#### **1. Definitions**

Flexible hours of work may include one or all of the following:

- a) Staggered Hours of Work: typically, refer to employees in an area who are scheduled to work different start and finish times to accommodate operational requirements and/or individual employee requests. Flexible hours of work will be consistent with Clause 6.01(b).
- b) Variable Hours of Work: typically, refer to employees whose hours of work are regularly adjusted to address operational requirements – involving a requirement to work beyond the standard hours of work for specific purposes (for example – after hours presentations and/or meetings; Company displays/booths and/or special Company events). If an employee works hours in excess of ten (10) hours per day and/or seventy-five (75) or eighty (80) hours in a bi-weekly pay period, the employee will be granted a number of hours off duty, with pay, during regular working hours, equivalent to two (2) times the number of such hours worked in excess of seventy-five (75) or eighty (80) hours of work bi-weekly.
- c) Extended Hours of Work: typically, refer to employees engaged in a shift schedule which allows for a combination of shifts ranging in hours from eight and a half (8 ½) to twelve (12) hours per day, including time off for lunch (where appropriate). The average daily hours of work times five (5) for these employees will equal a maximum of forty (40) hours per week and/or eighty (80) hours per pay period over the duration of the shift rotation.

#### **2. Establishment of Flexible Hours of Work**

- a) The Company may establish flexible hours of work in accordance with this letter of understanding.

- b) When a flexible hours of work schedule is implemented, the following parties will be advised in writing of the work location, business unit and employees participating.
  - i) The Union
  - ii) The Company Human Resources Consultant
  - iii) The Payroll Section
- c) Postings will contain a statement to denote those positions that are subject to flexible hours of work.

### **3. Employee Requests to Work Flexible Hours**

- a) An employee or a group of employees may submit a proposal to their immediate manager outlining changes to work schedules resulting in flexible hours of work. The proposal will be in writing and outline the employees affected, the changes proposed, benefits of the proposal (to operations and to the employee) and measures to assess the effectiveness of the flexible hours of work proposal. A copy of the proposal will be sent to the Union and the Company's Human Resources Consultant.
- b) The Manager will endeavour to review and respond to the proposal within forty-five (45) calendar days. The Manager will determine whether or not the proposal will be implemented. The Manager's review must include a review and authorization from Human Resources and Payroll prior to implementation.
- c) Where a decision is made not to implement a proposal, the Manager will provide reasons for the decision in writing to the employee or group of employees who made the proposal. A copy of the decision not to implement a proposal will be sent to the Union and the Company's Human Resources Consultant.
- d) An employee or group of employees who are not satisfied with the response received in 3 c) above, may request in writing that the next level of Manager review the proposal and endeavour to provide a written response within forty-five (45) calendar days. The response provided at this stage will be binding.

### **4. General Provisions**

Unpaid lunch breaks may, provided the management supervisor and the affected employee agree, extend between one-half (1/2) hour and one and one quarter (1 1/4) hours.

### **5. Termination of Flexible Hours of Work**

- a) Where flexible hours of work are established by the Company pursuant to #2 of this Letter of Understanding, the Company may terminate the flexible hours of work arrangements by providing thirty (30) business days written notice to the affected employees with a copy to the Union.

- b) Where flexible hours of work are established based on a request from an employee or group of employees pursuant to #3 of this Letter of Understanding the flexible hours of work arrangements may be terminated as follows:
  - i) The Company may provide forty-five (45) calendar days written notice to terminate group or individual flexible hours of work arrangements. This notice will be provided to the affected employee or groups of employees.
  - ii) An employee group may provide forty-five (45) calendar days written notice to the Company to terminate a flexible hours of work arrangement. Such notice must indicate that a majority of the participating employees' request termination of the flexible hours of work arrangement.

## **Letter 2 – Work Experience Programs**

1. It is mutually agreed by the parties, that the Company may participate in Work Experience/Education Programs from accredited educational institutions. The Company will give preferential consideration to local institutions when considering programs.
2. Any wages or compensation and working conditions for the individuals participating in the work experience programs will be determined by the Company, the applicable educational institution and the affected individual (or guardian), as the case may be. As much as possible, the Company will endeavour to develop terms and conditions of employment that are consistent with the existing provisions in this Collective Agreement.
3. The Company will attempt to advise the Union of those individuals participating in such Work Experience programs prior to the individual's actual commencement, but, if the Company is unable to do so prior to, then after their commencement in the programs.
4. Additionally, it is agreed that the Company's participation in these Work Experience programs will not displace existing permanent or temporary employees or threaten job security of employees falling within the Scope of this Agreement.

## **Letter 3 – Summer and Temporary Employment**

\*

The parties agree that students may be hired under the EPCOR Summer Employment Program as full time temporary employees for up to five (5) months on a seasonal basis.

In addition, employees may be hired on a temporary basis for up to ninety (90) days to perform work of a very limited scope that is determined to be less than the scope and level of work performed at the A1 job level.

The Company will discuss these types of temporary appointments with the Union prior to an employee being appointed in this capacity. The nature of this discussion will be to ensure that the scope and level of work is limited and less than the scope and level of work being performed at the A1 job level.

1. The applicable **rates** of pay (inclusive of negotiated general increases) for these types of positions will be in accordance with Appendix IB.
2. Employees hired in these types of temporary positions will be placed on a pay step based on a determination by the Company of the level of work being performed and the relevant experience of the employee.
3. All other terms and conditions of the Collective Agreement will apply, unless otherwise noted or agreed to by the parties.
4. The parties may mutually agree to extend the timeframes outlined in this letter if appropriate and/or extenuating circumstances exist.

#### **Letter 4 – Out of Town - Travel & Expenses**

The following terms and conditions will apply to Out of Town work situations:

1. Employees required to work and/or travel out of town who are assigned their own EPCOR Purchasing (“P”) Card will be required to use their “P” Card for all travel, accommodation, meals and other business related expenses. If a vendor does not accept the EPCOR “P” Card as a method of payment, the employee will pay for the business expense and submit the business expense claim in accordance with the EPCOR policy.

Permanent employees authorized and assigned their own EPCOR “P” card that work and / or travel out of town with other EPCOR employees who are not assigned an EPCOR “P” card will be responsible for paying for travel, accommodation, meals or other business related expenses for these other EPCOR employees, as directed by their Manager.

2. Employees required to work and/or travel out of town that have not been authorized and assigned the use of an EPCOR “P” Card for business expenses will be reimbursed for all travel, accommodation and meal expenses as per the EPCOR policy.
3. Edmonton based employees who are required to utilize their personal vehicle to travel to and from their Out of Town Work location and for any other business purposes will be reimbursed for their travel based on the EPCOR Policy.
4. The Company will pay other legitimate Out of Town expenses such as material, equipment, supplies, and hosting. Employees who have been authorized and assigned an EPCOR “P” Card will pay for these types of expenses with their “P” Card, subject to the guidelines and limitations of the EPCOR “P” Card policy and manual. For employees who have not been authorized and assigned an EPCOR “P” Card or where payment with their “P” Card is not appropriate, payment for these expenses will be made via the EPCOR purchasing policy (purchase orders), or by expense claim reimbursement with appropriate receipts.
5. Out of town travel could occur for scheduled work, unscheduled urgent or emergency work, required job/skill training (directed by the Company) or career development opportunities (requested by the employee).

6. Employees required to travel out of town for unscheduled urgent or emergency work will have their travel time paid at overtime as outlined in Clause 6.02.
7. Employees required to travel out of town, will travel during their regularly scheduled hours where possible. Employees required to travel outside normal hours of work for scheduled out of town work assignments or required job / skill training will be paid a travel pay premium of one-half (½) hours pay at their regular rate of pay, for each hour spent travelling, in addition to the regular rate of pay. This travel pay premium is not bankable and will be paid to the employee in the next pay period following the out of town travel.
8. Employees requesting out of town career development opportunities, that are supported and paid for by the Company, will travel during regularly scheduled hours where possible. If this is not possible then they will travel on their own time. Employees travelling in these circumstances will not be eligible for the travel pay premium or overtime for any travel time.

The following shared interests and understandings are agreed to by the parties regarding Out-of-Town Work involving CSU 52 members:

1. The Company will meet with employees impacted by out-of-town work on a case-by-case basis prior to the actual work being done. When there is recurring out-of-town work, it is not necessary to meet again after the first assignment unless there are changes to the work.
2. These meetings with employees and the Company will be documented on the attached Out-of-Town Work Plan document and copies will be forwarded to both the Union and Human Resources.
3. The purpose of these meetings is to reach agreements that are good for the Company and good for the Employee, as follows:
  - a) To maintain the flexibility to establish work / travel arrangements that best address the needs of each out-of-town assignment;
  - b) To establish hours of work schedules on short notice and waive the provisions of Clauses 6.01(g) and 6.01(h) by establishing hours of work for each out-of-town assignment based on mutual agreement between the Company and the affected employees;
  - c) To work out travel time and hours of work arrangements before the out-of-town assignment begins;
  - d) To establish compressed hours of work schedules based on seventy-five (75) hours or eighty (80) hours bi-weekly and permit alternate hours of work schedules to accommodate out-of-town work.
4. Additionally, it is further understood by the parties that the following principles will guide discussions and decisions in these work plan meetings:
  - a) To encourage flexibility in travel times and hours of work, to meet work requirements and the personal needs of employees.

- b) To establish reasonable limits on how long an employee(s) can work and/or travel in a day (consistent with safety and labour standards).
  - c) To ensure that the Company designates one employee as the person “in charge” of fulfilling the leadership role for the out-of-town work. The employee charged with this responsibility will co-ordinate any issues while on-site / out-of-town and would be responsible for dealing with any unforeseen situations as they arise,
  - d) To ensure there is confirmation of the understanding / agreements of all affected employees by signing-off the work plan document (see attachment), with copies of the document being forwarded to the Union and Human Resources. (This work plan process would occur for each out-of-town assignment or once for each recurring assignment.)
  - e) To reconsider work plan arrangements if the work requirements change significantly once the out-of-town work begins. The employee designated to take leadership for the particular out-of-town assignment would be responsible for meeting with the other employees and determining if alternate work plan arrangements are required.
  - f) To accommodate personal emergencies that require employees to return home prior to the conclusion of the out-of-town assignment.
  - g) To provide a mechanism to debrief / provide feedback on out-of-town assignments after their completion.
5. Should an employee be assigned to work out-of-town for a period in excess of fourteen (14) consecutive calendar days or out of country, the parties will discuss the issues arising from the assignment and agree to terms and conditions.



Utilities Inc. and/or its Subsidiary Companies

Out of Town CSU 52 Work Plan Meeting

Date: \_\_\_\_\_

Job Location: \_\_\_\_\_

Pay Period From: \_\_\_\_\_ To: \_\_\_\_\_

Start Date: \_\_\_\_\_

Completion Date: \_\_\_\_\_

	MON	TUES	WED	THURS	FRI	SAT	SUN	TOTAL HOURS
Work Time								
Travel Time								

	MON	TUES	WED	THURS	FRI	SAT	SUN	TOTAL HOURS
Work Time								
Travel Time								

Work Plan: \_\_\_\_\_  
\_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

Addendum Attached: Yes  No

Agreed by Workers Involved:

NAME	POSITION	PARTICIPANT (YES/NO)	SIGNATURE

\_\_\_\_\_ Date

\_\_\_\_\_ Approved by:  
Manager/or Management Supervisor

Cc: Business Agent - CSU 52  
EPCOR Human Resources - Labour Relations

## Letter 5 – Positions within Public & Government Affairs – Flexible 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 & Government Affairs.

The general guiding principles and understandings for this hours of work program are as follows:

1. This flexible and variable hours of work program is an operational requirement for selected positions and therefore cannot be terminated by the employees by serving notice to the Company.
2. The posting(s) for these selected positions will clearly indicate the operational requirement for an on-going, flexible and variable hours of work program. Successful applicants to these positions will clearly be advised of this requirement for service.
3. It is expected that the nature of the work for these selected positions will require evening and weekend work. In order to meet these operational requirements these employees' hours of work schedules will need to be flexed or varied within a four (4) month (eight (8) pay period) timeframe to meet the operational / service requirements of these jobs.
4. These employees will be in eight (8) hour per day, and eighty (80) hour bi-weekly positions. Such change of hours of work for these employees will not exceed ten (10) hours per day or eighty (80) hours per pay period. If the requirement of service for these employees is to work greater than ten (10) hours per day and/or greater than eighty (80) hours per pay period, then these employees will be granted a number of hours off duty, with pay, during regular working hours, equivalent to two (2) times the number of such hours worked in excess of ten (10) hours per day and/or eighty (80) hours bi-weekly. In these situations, the employee would require prior approval from their management supervisor prior to working the overtime. Additionally, it is understood that when overtime is anticipated in a bi-weekly pay period the employee and the manager will first try to flex or vary that employee's schedule to include the off duty hours earned due to overtime within the four (4) month period.. If this cannot be accommodated due to other job specific requirements for service during normal operating hours then the overtime earned will be paid to the employee or banked through the payroll system based on the approval of the Management Supervisor. Time that is banked in the payroll system will be subject to the terms and conditions outlined in the current Collective Agreement between the parties under Article 6.03.
5. The Company will provide a minimum of twenty-four (24) hours' notice to such employees if there is an emergent requirement to change these employees normal / regular hours of work.
6. For the purposes of any absence from work such as Vacation, Stat Holidays or illness (STD/LTD) these days will be considered eight (8) hours per day.
7. Where variable hours of work are established for selected positions, the Management Supervisors for these positions will meet with these employees and establish the regular hours of work schedule for these employees and inform the Union and Human Resources regarding the outcome of these discussions. It is further understood, that there may be a possibility of establishing a compressed hours of work schedule (four [4] days per week at ten [10] hours per day each) for all or some of these up to six (6) employees as their regular hours of work. This will be at the discretion of the Management Supervisors following discussions with these up to six (6) employees.



8. It is further understood, that there may be a possibility of establishing a compressed hours of work schedule (four [4] days per week at ten [10] hours per day each) for all or some of these employees as their regular hours of work. This will be at the discretion of the Management Supervisors following discussions with the employees
9. The parties are also aware of the Employment Standards requirements with respect to the following:
  - Employees will not work greater than twelve (12) consecutive hours in one work day,
  - Employees will receive the appropriate days of rest after consecutive days of work as outlined in Division 3 – Item 19 of the Employment Standards Code.

## Letter 6 – Short-Term Incentive Pay Program

\*

1. The parties agree that **all** permanent full-time and permanent part-time employees in the IT, Professional, Technical **and Administrative** job streams will be included in the Company's *corporate* short-term incentive *plan*.
2. The Corporate short-term incentive will include performance measures based on Corporate, Business Unit and an employee's Individual Performance.
3. Target pay percentage will be two and one-half (2 ½ ) percent.
4. STI awards are calculated based on an employee's regular base salary. (Prorated for service and eligible paid time).
5. ***Eligibility will be based on the employee's permanent home position as of December of the performance year. STI awards will be prorated for mid-year hires, leaves of absence without pay and LTD.***
6. Annual short-term incentive payments are subject to board approval and a minimum satisfactory overall corporate performance.
7. Employees must be employed in a permanent status position at the date of payout in order to receive the payout, except employees that have applied for retirement.
8. Employees who are terminated or who terminate employment for any reason during the eligibility period will not receive an STI award.
9. The short-term incentive will be paid at the end of April of the following year, every year, once Company financials are known.

## 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.
  - Sims
  - Casey
  - Moreau
  - **Smith**
  - **Tettensor**

## Letter 8 – Leave for *Employee* and Family Related Responsibilities

\*

1. All permanent full-time employees are eligible for up to 24 hours of leave with pay for **employee** and family related responsibilities in each benefit year.
2. Permanent part-time employees will receive a pro-rated number of hours as outlined in the Advantage Benefits program handbook.
3. These hours may not be carried over into the next benefit year.
4. These hours may be used for the following purposes:
  - a) The care of a sick child, parent or other immediate defined family member for which the employee is responsible.
  - b) Attendance at medical or dental appointments for the employee's spouse, their child or their parent.
  - c) Attendance at medical or dental appointments for the employee in the event the required absence is longer than 3 hours.
  - d) Childcare due to reasons that could not have reasonably been anticipated or where normal arrangements are not available.
  - e) A personal need that requires the employee's immediate attention and that is approved by EPCOR.
5. An employee wishing to utilize these hours must notify their supervisor prior to the date, where possible. In the case of an emergency, notice should be provided as soon as possible.
6. An employee using leave for personal and family related responsibilities must provide a written explanation to their supervisor either prior to the leave or upon return to work.

## **Letter 9 – Engineering & Business Co-op Students**

1. The parties agree that students enrolled in the Business and Engineering Co-op programs offered through the Universities or other post-secondary institutions who perform that would normally fall within the jurisdiction of the Union, may be hired by the Company.
2. The Engineering & Business Co-op Students wage rate will be as outlined in Appendix 1B.

## **Letter 10 – Severance**

\*

In the event that an employee is displaced and cannot be placed in another position within the organization in accordance with the layoff provisions of Article 11, the following will occur:

- 1) The parties agree to explore alternatives to layoff and options for providing support to affected permanent employees. This may include; placement in a vacant position in other organizations consistent with the employee's knowledge, skills, ability and experience.
- 2) Employee who are displaced and who cannot be placed in another position in accordance with the requirements of the layoff and recall provisions of Article 11 or who declined the offer of a position will be entitled to the following:
  - a. Notice or pay in lieu of notice which is not less than two (2) weeks for each year of continuous service with the Company, up to a maximum of thirty (30) weeks. The period of notice is a maximum of six (6) weeks of the total weeks an employee is entitled to as determined by their continuous service. Continuous service will be determined based on the employee's date of service in the employee's personnel file.
  - b. Outplacement counseling services as determined by the Company in consultation with the Union.
- 3) For purposes of the Letter, regular salary will be defined as regular scheduled weekly hours multiplied by the regular rate of pay in effect on the date severance is provided to the employee. For part-time employees regular salary will be defined on the average weekly regular hours paid during the previous twelve (12) months multiplied by the regular rate of pay on the date severance is provided to the employee.
- 4) In circumstances of downsizing of a temporary nature, the provisions of Article 11, Employment Security will apply.
- 5) Employees who accept severance as outline in this Letter of Understanding will have their employment with the Company terminated and they will not be eligible for rehire for the period equal to their severance.
- 6) Severance pay provided under this Letter of Understanding will be deemed to be inclusive of any and all legislative requirements for termination notice.

**Letter 11– Alberta Environment and Sustainable Resource Development – Water and Wastewater Operators Certification**

\*

In recognition of employees (permanent and temporary) acquiring the **Alberta Environment and Sustainable Resource Development – Water and Wastewater Operators** Certification, the Company will pay a lump sum of money for acquiring each level of certification as follows:

<u>Level</u>	<u>Lump Sum Dollars</u>
Level I	\$300
Level II	\$400
Level III	\$500
Level IV	\$600

The lump sum will be payable immediately after the employee produces evidence of successful completion of each level of certification.

Lump sum payments will be made according to the level of certification acquired and one lump sum payment will only be payable upon attaining the level of certification.

***NEW Letter of Understanding # 12 – Joint Union – Company Jurisdictional Committee – Development of Jurisdictional Criteria***

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***The parties agree to form a Joint Union – Company Jurisdictional Review Committee with the purpose of developing Jurisdictional Criteria.***

***This Jurisdictional Criteria Review Joint Committee will commence their work within sixty (60) calendar days of the ratification of this agreement and the Joint committee will prepare a recommendation and DRAFT Letter of Understanding on this matter to both Chief negotiators within six (6) months of commencing their work.***

***The Joint Jurisdictional Committee will be composed equally between the parties, with regard to numbers of participants and decision making authority.***

***In the interim, between ratification of this agreement and the Joint Committee’s recommendation, the parties mutually agree to hold all jurisdictional challenges in abeyance for eight (8) months following the date of ratification.***

***NEW Letter of Understanding # 13 – Provisions Applicable to Service Consultants***

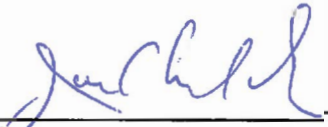
**\*\***

***The parties mutually agree to meet and discuss the Company's concerns and needs to have temporary Service Consultant resources from time to time to meet the operational needs.***

***The parties will meet during the first year following the ratification of the Agreement and report back to the Chief Spokespersons for both parties regarding any recommended changes to the Collective Agreement or the existing Addendum III – Provisions Applicable to Service Consultants.***

Signed this 16th day of December, A.D. 2015

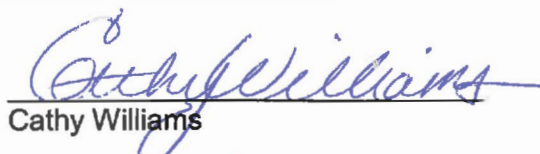
On behalf of Civic Service Union 52

  
\_\_\_\_\_  
Joe Childs

  
\_\_\_\_\_  
Amber Andersen


  
\_\_\_\_\_  
Michael LeBlanc

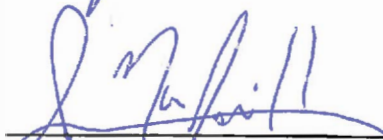
  
\_\_\_\_\_  
Teresa Doblanko

  
\_\_\_\_\_  
Cathy Williams

  
\_\_\_\_\_  
James Franks

On behalf of EPCOR Utilities Inc :

  
\_\_\_\_\_  
Mark Johnson


  
\_\_\_\_\_  
Ian MacNeill


  
\_\_\_\_\_  
Cindy Sheper


  
\_\_\_\_\_  
Mansur Bitar

  
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Melissa Gibson

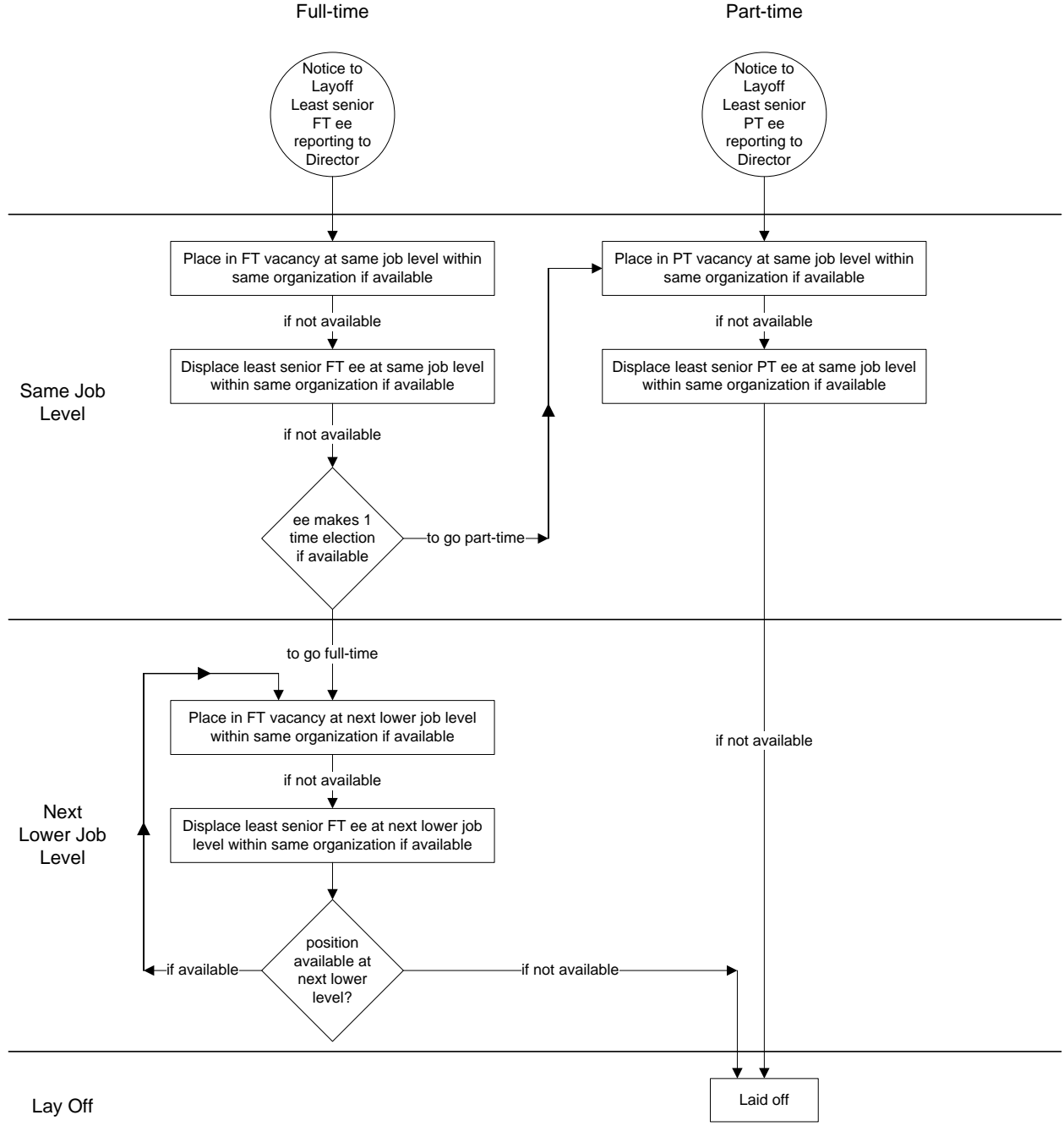
  
\_\_\_\_\_  
Robin Babiuk

  
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Kevin Sorenson

  
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Lauren Munsch

  
\_\_\_\_\_  
Kathleen (Kathy) Beck

**Workforce Reduction Process;**  
**Reference EPCOR/CSU 52 2014 – 2017 Collective Agreement**  
**Article 11.01.03 & Article 11.01.04**



ee can displace if:

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

ee = employee