

SOURCE	Comp		
EFF.	97	05	01
TERM.	99	01	02
NO. OF EMPLOYEES	420		
NO. DE EMPLOYÉS	420		

COLLECTIVE AGREEMENT
 Between
EPCOR UTILITIES INC.
 and
 EDMONTON POWER INC.
 AQUALTA INC.
 ELTEC INC.
 subsidiary companies of EPCOR
 - and -
CIVIC SERVICE UNION 52

11008(01)
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CIVIC SERVICE UNION 52

Duration: May 1, 1997 to January 2, 1999

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APPENDIX I - SCHEDULE OF WAGES

ADDENDA

- I. COMPRESSED HOURS OF WORK PROGRAM – AQUALTA – WATER TROUBLE DISPATCH
- II. COMPRESSED HOURS OF WORK PROGRAM – EDMONTON POWER INC. – PUBLIC SERVICE REPRESENTATIVES

LETTERS OF UNDERSTANDING

- I. STAGGERED HOURS OF WORK AND FLEXIBLE HOURS OF WORK PROGRAMS
- II. BANKED OVERTIME
- III. WORK EXPERIENCE PROGRAMS
- IV. ARTICLES 22 AND 23 POSITION EVALUATION
- V. IMPROVEMENT TEAMS
- VI. UTILITY SERVICES – JOINT CLASSIFICATION REVIEW
- VII. LABOUR MANAGEMENT FORUM
- VIII. HEALTH AND WELFARE LETTERS

NOTES:

1. The Collective Agreement has been revised throughout where references to the City of Edmonton as the employer existed. These references to the City of Edmonton have been changed to "the Company" throughout.
2. Any words which have been added have been put in *italics*.
3. An asterisk (*) designates a clause that existed in the previous Agreement which has been reworded.
4. A double asterisk (**) designates a new clause,

COLLECTIVE AGREEMENT



Between

EPCOR UTILITIES INC.

and

EDMONTON POWER INC.

AQUALTA INC.

ELTEC INC.

subsidiary companies of EPCOR
(hereinafter referred to as the 'Company')

☒ The First Part

- and -

CIVIC SERVICE UNION 52

(hereinafter referred to as the 'Union')

☒ The Second Part

WHEREAS:

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

The following 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 shall 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 shall include the plural and all words in the plural shall include the singular; words of masculine gender shall include the feminine.

NOW THEREFORE:

The Company and the Union mutually agree as follows:

1. AMENDMENT AND TERMINATION

- ~~The duration of this Agreement shall be from May 1, 1997 to January 2, 1999. All provisions of this Agreement shall become effective on the above-specified commencement date unless otherwise specifically provided.~~

This Agreement shall take effect on the abovespecified date and shall 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 shall be transmitted to the other party within the time limit set out above and the existing Agreement shall remain in force in accordance with the provisions of the Labour Relations Code. Changes in this Agreement agreed upon by the parties hereto, however, may be made at any time, provided that such changes are properly reduced to writing and executed by the signing officers of the parties to the Agreement.

2. SCOPE

- This Agreement shall 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

The words 'anniversary date' when used in this Agreement in respect to vacation entitlement shall 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

The words 'average daily hours of work' when used in this Agreement shall mean the average scheduled hours of work assigned to an employee, exclusive of overtime, in a bi-weekly pay period divided by ten (10). The average scheduled hours of work shall 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 shall 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. Average Incidence of Sick Leave

The words 'average incidence of sick leave' when used in this Agreement shall mean the total number of times that a member was absent from work due to disability, divided by the number of years of continuous employment of such member. The 'average incidence of sick leave' shall equal not less than one (1).

3.04. Banked Overtime Year

The words 'banked overtime year' when used in this Agreement shall mean the period between the day after the last pay ending in April and the day of the last pay ending in April in the following year inclusive.

3.05. Class

The word "class" when used in this Agreement shall mean a group of positions having sufficiently similar duties, responsibilities, authority and required qualifications that a common descriptive title may be used.

3.06. Continuous Employment

- The words 'continuous employment' when used in Part II of this Agreement shall mean continuous permanent or probationary employment with the City of Edmonton and/or the Company. When used in Part I of this Agreement, it shall apply to any employment averaging twenty hours per week over 52 consecutive weeks. *To be continuously employed, an employee shall work or be compensated for some portion of each week during the 52 week period.*

3.07. Disability

The word 'disability' when used in this Agreement shall mean, unless otherwise specified, the inability of a member to perform all of the regular duties of their occupation by reason of a noncompensable illness or injury.

3.08. Imminent Danger

The phrase 'imminent danger' when used in this Agreement shall 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.

3.09. Increment

- The word 'increment' when used in this Agreement shall mean the difference between one step and the immediately next greater step of the same pay range.

3.10. Member

The word 'member' when used in this Agreement, in reference to a specific Plan contained herein, shall 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.

3.11. Monthly Salary

The words 'monthly salary' when used in this Agreement shall mean:
Bi-weekly pay at the regular rate of pay x $\frac{26.1}{12}$ = Monthly Salary.

3.12. Off Days

The words 'off days' when used in this Agreement shall 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.

3.13. Part-Time Employee

The words 'part-time employee' when used in this Agreement shall mean an employee who occupies a position which is assigned working hours that are less than *full-time* hours.

3.14. permanent Employee

The words 'permanent employee' when used in this Agreement shall 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. "Permanent employee" shall also mean an employee *who* has achieved *permanent status* in accordance with article 18. An employee shall not cease to be a permanent employee by virtue of their filling another position on a temporary basis or by *working less than 20 hours per week* on an intermittent basis. An employee who does not work more than twenty (20) hours in each and every consecutive week shall not be a permanent employee.

3.15. Position

The word 'position' when used in this Agreement shall mean a specific set of duties and conditions developed for the purpose of assignment to a single incumbent.

3.16. Probationary Employee

The words 'probationary employee' when used in this Agreement shall mean any employee who is filling a permanent position and is serving the required probationary period.

3.17. Promotion

The words 'promotion' when used in this Agreement shall normally mean the advancement of an employee to a position with a higher regular rate of pay than their present position.

3.18. Provisional Employee

* The words 'provisional employee' when used in this Agreement shall mean an employee engaged in employment within the jurisdiction of the Union who has completed one thousand seven hundred and fifty-five (1,755) hours of temporary service in a position coming within the scope of this Agreement in a period of three (3) consecutive years. Temporary service shall 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 shall cancel provisional status, as will termination of employment by the Company or voluntary resignation by the employee.

3.19. Regular Hours of Work

The words 'regular hours of work' when used in this Agreement shall mean the assigned daily hours of work, exclusive of overtime.

3.20. Regular Rate of Pay

The words 'regular rate of pay' when used in this Agreement shall 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.

3.21. Seniority

The word "seniority" when used in this Agreement shall 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.

3.22. Step

The word 'step' when used in this Agreement shall mean an established pay level (rate of pay) within the pay range assigned a position or classification.

3.23. Temporary Employee

The words 'temporary employee' when used in this Agreement shall mean an employee *who* is filling a position on a temporary basis for a predetermined period of time.

3.24. Vacation Anniversary Date

The words 'Vacation Anniversary Date' when used in this agreement shall mean the date of January 1 of the year in which the employee was hired.

3.25. First (1st) Vacation Anniversary

The words 'First (1st) Vacation Anniversary' when used in this agreement shall mean the January 1st that follows an employee's hire date.

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

4.02.01. ** The Company shall 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 shall 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* grievance procedure of *this* Agreement.

4.02.02. ** Where an employee is *required to meet with* a representative of the Company *for* the purpose of applying discipline to said employee, the employee shall, should they so desire, be *entitled to* have a Union representative present during such *meeting*. The Company shall 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 shall *not be prevented from* taking disciplinary action.

4.02.03. * An employee has a right to examine *their* Personnel file *upon* request, provided *that* a *duly* authorized management representative is *present*. The employee may reply in writing to any document contained in the file which reflects upon their work performance with the Company and such reply shall become part of their permanent record.

4.02.04. * Past disciplinary notices shall 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 shall be removed from *the* employee's Personnel file.

4.02.05. ** *Where* a supervisor documents an oral reprimand which was given to an employee, *the* employee shall 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 as to an accident by persons other than the Police.

4.04. Cash Handling

Employees shall 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 shall be no strike or lockout while this Agreement is in force.

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 shall 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 shall discriminate against an employee by virtue of the employee's sex, religion, race, age, marital status, political affiliation or place of residence.*

There shall 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

- 5.03.01. The Company agrees to deduct, from the wages of all employees covered by this Agreement, union dues as shall be decided by the Union. These deductions shall commence with the first pay period and shall 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 shall notify the Company thirty (30) calendar days prior to any change in the deduction of union dues.

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

5.04. Names and Addresses of Representatives

The Union shall 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 shall also inform the Company in writing of any changes to such list of names.

6. WORKING CONDITIONS

6.01. Hours of Work

- 6.01.01. The standard hours of work for employees under this Agreement shall 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.

- 6.01.02. Hours of work other than those outlined in 6.01.01. may be established where requirements of service or mutual agreement occur. The hours of work shall not exceed eight (8) hours per day or forty (40) hours per week, exclusive of lunch period. Off days shall be consecutive, wherever practicable.

- 6.01.03. * All existing hours of work shall 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, shall 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 shall 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, shall have the following included on the posting for said position:

The successful applicant shall receive the hours of work wage adjustment which is four (4) percent of the bi-weekly rate of pay assigned from the schedule of wages. In the event that the hours of work for this position are reduced, this premium will be discontinued.

- 6.01.04. 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, shall 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 shall be allowed a day off during the regular hours of work rotation to compensate for the off day missed due to the change.

- 6.01.05. Hours of work may be established under 6.01.02. and 6.01.04. 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 shall notify the Union in writing.
- 6.01.06. Those hours of work established between 15:00 and 01:00 hours and between 23:00 and 09:00 hours shall consist of a maximum of eight (8) hours' duration, including time for lunch.
- 6.01.07. 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.
- 6.01.08. Non-standard hours of work schedules shall 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* shall be posted seven (7) working days prior to implementation.
- 6.01.09. The Company shall provide the Union with the reasons necessitating the implementation of shifts and shall 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 shall have the right to grieve the necessity of implementing the shift.
- 6.02. Overtime Work
- 6.02.01. Where an employee is required to work in excess of the scheduled hours of work assigned their position, they shall be paid at two (2) times their regular hourly rate of pay for each hour so worked.
- 6.02.02. 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.
- 6.02.03. 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, shall receive not less than two (2) hours' pay at the specified overtime premium.
- 6.02.04. Overtime shall be based on hourly rates as determined in Appendix I.
- 6.02.05. When the Company requires overtime work, it shall 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 shall be distributed as evenly as possible among employees in their respective jobs. The Company shall advise employees of an overtime requirement within a reasonable period of time of the overtime need arising.
- 6.02.06. An employee required to work overtime following the completion of their scheduled hours of work which continues in excess of two (2) hours shall be eligible for a lunch break of one-half (½) hour without loss of pay, provided the overtime is to continue. The lunch break shall normally occur following completion of two (2) hours' overtime, however, if the conditions of the service require otherwise, the supervisor shall assign the lunch period. In the event that overtime continues, such an employee shall become eligible for further lunch breaks without loss of pay 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 shall be deemed to have been taken after the completion of two (2) hours of such overtime work.
- 6.02.07. An employee called out to work overtime shall 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.
- 6.02.08. An employee required to work overtime in excess of two (2) consecutive hours immediately prior to the commencement of their regular hours of work shall be eligible for a lunch break, without loss of pay, at a time mutually agreed between the employee and their immediate supervisor.
- 6.02.09. An employee who, because of the nature of their job or an emergent situation, does not receive the lunch breaks specified in 6.02.06. and 6.02.07. during the period of overtime work or during their regular hours of work, as specified in 6.02.08., shall 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 shall be considered as hours worked.

6.03. Banked Overtime

- 6.03.01. An employee shall have the option to receive overtime at their regular rate of pay and credit an equal dollar amount to their overtime bank, or to credit the total dollar amount to their overtime bank, to a maximum accumulated total time equivalent to ten (10) times the employee's average daily hours of work per banked overtime year. The initial half of ten (10) times the employee's average daily hours of work, or fifty-six (56) hours in the case of shift workers, of the overtime bank shall be scheduled as time off as mutually agreed between the employee and the Company. The Company shall have the right to schedule the remainder of the banked overtime as time off if mutual agreement as to when such time off is to be taken cannot be obtained or the employee shall have the option to be paid out in cash.
- 6.03.02. The time equivalent shall be calculated by dividing the dollar amount credited to an individual employee's overtime bank by the employee's regular rate of pay at the time the banked overtime is to be taken. Should the time equivalent of an employee's overtime bank be reduced as a result of a rate change, the employee will be entitled to make up the difference such that their bank does not exceed ten (10) times the employee's average daily hours of work minus any usage per banked overtime year at the new rate.
- 6.03.03. Any portion of the dollar amount credited to an individual employee's overtime bank shall be paid off in cash, at the option of the employee, provided that such payment is made at a time agreeable to the Company. Any portion of an employee's bank paid off in cash is to be included in calculating the employee's maximum annual bank. If the employee requests a payout prior to the last pay ending in April, it shall not be included in the next banked overtime year's maximum annual bank.
- 6.03.04. If, on the last pay ending in April of each year, an employee has accumulated time remaining in their bank and they elect to carry over said time to the next banked overtime year, they shall have the time equivalent of the carry-over included as part of the maximum bank for that next banked overtime year.
- 6.03.05. Monies earned as a result of an employee working on an off day, in accordance with the provisions of 6.04., Pay for Work on Off Days, shall, for the purposes of this section only, be considered as overtime monies and shall be eligible to be banked at the employee's option in accordance with the provisions of 6.03.

6.04. Pay for Work on Off Days

- 6.04.01. An employee required to work on an off day shall 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 6.02.03. shall be applicable in this section.
- 6.04.02. An employee, who either works intermittently or is scheduled to work five (5) days or less per week, shall be paid at two (2) times their regular hourly rate of pay for each hour worked on their sixth (6th) and seventh (7th) consecutive day of work.
- 6.04.03. ~~The~~ off day premium shall be based on the *overtime* hourly rates as *outlined in Appendix I*.
- 6.04.04. Employees required to work on an off day shall, should they so choose, be eligible to bank monies earned as a result of such work in accordance with the provisions of 6.03., Banked Overtime,

6.05 Pay for Work on Statutory Holidays

- 6.05.01. An employee required to work on a recognized statutory holiday for which they are eligible shall be paid two (2) times their regular rate of pay for each hour worked, in addition to the provisions in Article 8.01.
- 6.05.02. Pay for work on statutory holidays shall be based on the overtime hourly rates as *outlined in Appendix I*.
- 6.05.03. 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 shall be paid the higher of the two (2) rates.
- 6.05.04. The provision for minimum call-out time specified in 6.02.03. shall be applicable in this section.
- 6.05.05. Employees required to work on a statutory holiday for which they are eligible shall, 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 6.03., Banked Overtime. In the event the day in lieu of working the statutory holiday is not provided as stipulated in 8.01.04., this portion may also be banked.

6.06. Temporary Change of Duties

6.06.01. On each occasion that employees are appointed, in writing, 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 (statutory holidays included), they shall be remunerated for the whole of the period at an increase to the first step above their present salary in the salary range of the relieved position or to the initial salary of the relieved position, whichever is greater. Such relief rate shall provide a minimum of a three (3) percent increase in pay for the employee. In the event that it does not, the employee's salary shall be adjusted to the next step, subject to 6.06.03, to ensure the minimum three (3) percent increase in pay for the relief work. Employees who are appointed to relieve in a position which encompasses the Developmental Opportunity Class Concept shall be remunerated at the first step above their salary in the salary range identified for such *Developmental Opportunity Class*.

6.06.02. In the event that an employee's salary exceeds the salary range of their confirmed position, they shall 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.

6.06.03. In no instance shall any such adjustment exceed the salary range of the relieved position as established in Appendix I, 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, shall receive a shift differential of one dollar and ten cents (\$1.10) per hour for said hours of work. An employee shall not be eligible for shift differential for hours worked at premium rates, except that employees shall 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, shall be paid at one and one-eighth (1 1/8) 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. Hours of Work Wage Adjustment

6.09.01. * Effective June 22, 1997, those employees whose average daily hours of work times five (5) equal forty (40) hours shall have applied to their class *four (4) percent* in addition to the regular bi-weekly rate of pay assigned to seven and a half (7 1/2) hour employees in the Schedule of Wages. Applicable wage rates for eight (8) hour employees is reflected in the Schedule of Wages (Appendix I),

Any reduction from forty (40) h a m shall nullify this wage adjustment.

6.09.02. * The hours of work wage adjustment shall be considered part of the employee's regular rate of pay, when computing vacation pay, sick pay, or any other monetary benefit which relies on regular rate of pay for computation except as *otherwise* stipulated in this agreement. The hours of work wage adjustment shall not be included as part of the regular rate of pay for promotional purposes.

6.10. Danger Pay

Employees shall receive danger pay of forty (40) cents per hour in addition to their regular rate of pay for each hour or portion thereof while engaged in underground tunnel or sewer work.

6.11. Standby Service and Pay

* Standby service may be maintained as required.

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

6.11.01. Evening to morning -eleven dollars and six cents (\$11.06).

6.11.02. Off days – twenty-four dollars and sixty-eight cents (\$24.68) per twenty-four (24) hour period.

- 6.10.3. Statutory holidays - at their regular rate of pay, at the rate of one (1) hour in every six (6), for those hours held on standby on that recognized statutory holiday.

6.12. Stacking of Premiums

In instances where more than one premium is provided for work performed, an employee shall 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 shall 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 6.10., Danger Pay, and 6.07., Shift Differential.

7. REMUNERATION

7.01. Wages

7.01.01. * The regular bi-weekly rates of pay established in the Schedule of Wages (Appendix I) shall apply for full-time employees. Employees shall be paid every two (2) weeks.

7.01.02. • Part-time employees shall be paid based on hourly rates of pay. The hourly rates of pay shall be determined by dividing the bi-weekly rates of pay for full-time employees in *the Company* thereof by ten (10) times the average daily hours of work of such full-time employees and rounding the product to the nearest whole cent.

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

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

7.01.03. All permanent and probationary employees shall progress from one step of the range assigned their position to the next assigned step by merit only, except for the increment allowed upon attaining permanent status. New employees shall be eligible for a merit review and, if warranted due to satisfactory performance, a minimum of one increment adjustment from the date of attaining permanency until they reach the top step in the range assigned the class in accordance with the following:

A permanent employee shall be eligible for a merit review and, if warranted due to satisfactory performance, an increment adjustment following the completion of each separate three (3) month period while on Step A of their assigned pay range.

A permanent employee shall be eligible for a merit review and, if warranted due to satisfactory performance, an increment adjustment following the completion of each separate six (6) month period while on Step E of their assigned pay range.

A permanent employee shall be eligible for a merit review and, if warranted due to satisfactory performance, an increment adjustment following the completion of each separate nine (9) month period while on Step C of their assigned pay range.

A permanent employee shall be eligible for a merit review and, if warranted due to satisfactory performance, an increment adjustment following the completion of each separate twelve (12) month period while on Step D of their assigned pay range.

A permanent employee shall be eligible for a merit review and, if warranted due to satisfactory performance, an increment adjustment following the completion of each separate twelve (12) month period while on Step E of their assigned pay range.

7.01.04. An employee whose position is reclassified to a class having a higher pay range shall normally receive an increase to the first step above their present regular rate of pay in the pay range of the new class. The Company, however, shall review the circumstances pertinent to the reclassification and may award at least one additional increment in a case which, if granted, would be effective on the date that the reclassification request was initiated. Eligibility for future salary adjustments shall be determined in accordance with 7.01.03. until the employee reaches the maximum step in the range to which their position has been reclassified.

* In the event that the Union disagrees with the step assigned to an employee whose position has been reclassified to a class having a higher pay range, then such dispute shall be dealt with under article 23 where appropriate.

7.01.05. * An employee who is promoted shall receive upon appointment, a minimum one (1) step increase above their present *regular* rate of pay within *the* pay range of *the* new class or to the *initial* step in the pay range of the new class. Upon *successful* completion of the trial period, an employee shall either be confirmed in the new position at the same rate of pay or *confirmed* in the new *position* with a minimum one (1) step increase in pay *within* the pay range. *If the trial period is unsuccessful, the* employee shall 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 7.01.03.*

7.01.06. ** 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.

7.01.07 ** If an error results in the underpayment of an *employee's* pay, the Company shall *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.

7.01.08. It is agreed by the parties that the hourly rates of pay contained in Appendix I, Schedule of Wages, represent the hourly rates of pay to be utilized when an employee, whose average daily hours of work equal seven and a half (7 ½) hours, works overtime or on an off day in accordance with the provisions of this Agreement.

* Hourly rates of pay for employees whose average daily hours of work do not equal seven and a half (7 ½) hours shall be determined in accordance with the applicable provisions of this Agreement.

7.02. Retroactive Pay

7.02.01. ** Employees coming within the scope of *this* agreement shall be eligible for any *negotiated* retroactive *payment* of wages.

7.02.02. * Past employees who were employed between the expiration date of the previous Agreement and the date of signing of *this* Agreement shall be eligible *for* any negotiated retroactive *payment* of wages provided they apply for same in writing within thirty (30) calendar days of the signing of *this* Agreement.

7.02.03. 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 shall automatically receive the retroactivity provided by 7.02.01.

7.03. Educational Funding

** Educational funding for employees shall be *governed* by the Company's *Training* and Development Policy.

7.04. Implementation of Negotiated Increase

7.04.01. All employees, other than overranged employees, shall have applied to the annual rate in Appendix I, for the class assigned to their position, the increase negotiated for such class. The result shall be rounded off to the nearest dollar. The biweekly rate shall be determined by dividing the annual rate by 26.1 and rounding the result to the nearest dollar. The hourly rate shall be determined by dividing the bi-weekly rate of the employee concerned by ten (10) times the average daily hours of work of such employee and rounding the result to the nearest cent.

7.04.02. Overranged employees shall have applied to their annual rate the percentage increase applied to Appendix I of *this* Agreement. The result shall be rounded off to the nearest dollar. The biweekly rate shall be determined by dividing the annual rate by 26.1 and rounding the result to the nearest dollar. The hourly rate shall be determined by dividing the biweekly rate of the employee concerned by ten (10) times the average daily hours of work of such employee and rounding the result to the nearest cent.

8. FRINGER BENEFITS

8.01. Statutory Holidays

8.01.01 * The following days shall be recognized as statutory holidays for the purpose of *this* Agreement, and all permanent, provisional and probationary employees shall be entitled to the holidays specified, provided they *meet* the terms and conditions set out in 8.01.04.

New Year's Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day (December 26), Alberta Family Day and any other holiday which the Company allows employees as a whole.

8.01.02. *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, shall be entitled to receive such statutory holidays as are set forth in the current Employment Standards Code, or as follows (whichever is more favourable), provided they meet the terms and conditions set out in 8.01.04.*

New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Alberta Family Day.

8.01.03. *Part-time employees shall be paid for the statutory holidays to which they are entitled at their regular rate of pay for hours which shall be determined by dividing the average weekly number of hours worked by the employee in the nine (9) weeks preceding the statutory holiday by five (5).*

8.01.04. *All employees shall receive the recognized statutory holidays for which they are eligible. Such employees shall 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 shall be at a time mutually agreed to by the employee and the supervisor. In the event that the mutual agreement is not reached, the employee shall 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 shall receive a day's pay in lieu of the holiday.*

8.01.05 *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.*
**

8.01.06 *Employees on approved leave for ten (10) working days or less shall receive the statutory holidays for which they are eligible, except when such leave is the result of a compensable accident.*
**

8.01.07 *If, during a period of sick leave of ten (10) working days or less, a work day is coincident with a statutory holiday or lieu day, the employee shall receive such day paid as a statutory holiday and remaining days shall be paid from applicable sick leave entitlement.*
**

8.01.08 *The application of the statutory holiday provisions shall 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

8.02.01. *Annual Vacation Leave shall be advanced to permanent and probationary employees in full on January 1 of each year and such employees shall be allowed to schedule this leave subject to the terms of this Agreement.*
n

8.02.02. *A full-time permanent or probationary employee shall be entitled to annual vacation leave on the following basis:*
n

a *The Annual Vacation Leave for an employee's first year with the Company shall 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:*

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

a *An employee's First Vacation Anniversary shall be the January first (1st) that follows the employee's hire date. Thereafter, subsequent vacation anniversaries shall be on January first (1st) each year.*

a *Fifteen (15) times the average daily hours of work of the employee to a maximum of one hundred and twenty (120) working hours on or after their first (1st) Vacation Anniversary.*

a *Twenty (20) times the average daily hours of work of the employee to a maximum of one hundred and sixty (160) working hours on or after their seventh (7th) Vacation Anniversary.*

• *Twenty-five (25) times the average daily hours of work of the employee to a maximum of two hundred (200) working hours on or after their sixteenth (16th) Vacation Anniversary.*

- *Thirty (30) times the average daily hours of work of the employee to a maximum of two hundred and forty (240) working hours on or after their twenty-second(22nd) Vacation Anniversary.*

8.02.03. *The Annual Vacation Leave for temporary and provisional employees shall be paid out bi-weekly based on a percentage of the employee's straight time bi-weekly pay as follows:*
**

- *From date of hire/entry – six (6) percent of straight time bi-weekly pay*
- *On or after the seventh (7th) Vacation Anniversary – eight (8) percent of straight time bi-weekly pay*
- *On or after the sixteenth (16th) Vacation Anniversary – ten (10) percent of straight time bi-weekly pay*
- *On or after the twenty-second(22nd) Vacation Anniversary – twelve (12) percent of straight time bi-weekly pay*

8.02.04 *An employee who terminates during a calendar year, shall be entitled to a pro-rata ratio of their annual vacation leave compared to the number of calendar days in the year.*
**

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 shall 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 shall pay the employee for their unused pro-rata ratio of vacation leave entitlement.

The payout or reimbursement of vacation credits shall 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

8.02.05 *A full-time employee shall be entitled to vacation leave commensurate with their status as temporary, provisional, probationary or permanent and their vacation pay shall 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*
**

8.02.06 *Permanent part-time employees shall be paid out their annual vacation benefit on a bi-weekly basis according to the terms and percentages outlined in 8.02.03. In addition, these employees shall 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.*
**

8.02.07 *When a temporary or provisional employee is appointed to the permanent staff, their length of service for vacation entitlement purposes shall 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 shall constitute the years of service and these, added to subsequent years of service, shall constitute the years of service for vacation entitlement purposes. In addition, the employee's Vacation Anniversary Date shall be adjusted to be consistent with clause 8.02.02.*
**

8.02.08. *An employee shall receive their annual vacation leave entitlement in any year, in an unbroken period, unless otherwise mutually agreed upon by the employee and the Company.*

8.02.09. *Subject to Company Policy, an employee may be permitted to carry over vacation to the next year.*

8.02.10. *If a recognized holiday, for which an employee is eligible, occurs during a period of annual vacation of that employee, they shall receive equal time off, with pay or pay in lieu thereof, at the discretion of the Company.*

8.02.11 *Employees granted leaves of absence without pay for a period in excess of two (2) consecutive pay periods shall have their Annual Vacation Leave entitlement reduced on a pro-rated basis to reflect the absence in excess of two (2) pay periods.*
**

8.02.12 *Permanent or probationary employees absent because of occupational disability in excess of one hundred and eighty (180) calendar days shall 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.*
**

8.02.13 *Permanent or probationary employees in receipt of Long Term Disability benefits shall 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.*
**

- 8.02.14.
* 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 shall not be included in the employee's annual vacation entitlement, but shall be charged to the employee's Short Term Disability Plan, subject to the agreement of the Company.
- 8.02.15. A permanent or probationary employee on annual vacation leave shall be eligible for bereavement leave in accordance with the bereavement leave provisions.
- 8.02.16. Insofar as the efficient operation of the Company will permit, an employee shall have the right to choose the period of vacation according to seniority standing.
- 8.02.17. An employee may be allowed to take vacation leave to the maximum of their earned vacation credits. However, the Company shall establish an annual period of May 1 to April 30 for the purpose of scheduling vacation leave.
- 8.02.18. A vacation schedule shall be posted on Company bulletin boards no later than February 1 of each calendar year. Any employee who fails to indicate a choice of vacation leave by March 15 will have waived whatever right they may have had to choose their vacation leave period. Between March 15 and April 1, the completed vacation leave schedule for all employees shall be posted. Seniority shall prevail in the preparation of this schedule insofar as the efficient operation of the Company permits. Seniority for additional choices of vacation leave shall not apply until each employee on such schedule has had the opportunity of indicating their first choice, or has been assigned vacation, as the case may be.
- 8.02.19.
* An employee promoted or transferred shall not exercise their seniority for the purpose of vacation choice during the first vacation year of employment after such promotion or transfer.
- 8.02.20.
** It is understood that there shall 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

8.03.01. Leave With Pay

- 8.03.01.01. The Company shall grant leave of absence with pay to employees representing the Union in accordance with the following provisions:
- 8.03.01.01.01.
• In the event that an employee is elected to the negotiating committee for the Union, they shall 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 said meetings on behalf of the Union and that the Director of Employee Relations and Safety - EPCOR will be advised in writing of the names of the elected employees at least thirty (30) calendar days prior to the earliest opening date of the Collective Agreement.
- 8.03.01.01.02. 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 shall 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 shall be granted leave with pay.
- 8.03.01.01.03. Leave of absence with pay for other matters of mutual concern may be made in accordance with Company regulations.
- 8.03.01.01.04. Leave of absence with pay shall be for those hours the employee normally would have worked had they not been required to meet with representatives of the Company.

8.03.01.02.

Bereavement Leave

A permanent or probationary employee shall be granted time off with pay, at the regular rate of pay, for the position to which such employee is permanently appointed or serving a required trial term thereof, for the purpose of making arrangements for, or attending, a funeral in accordance with the following:

8.03.01.02.01.

When death occurs in the employee's immediate family - that is, current spouse, parent, 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, on request, shall be excused for any three (3) regularly scheduled consecutive working days without loss of pay at their regular rate of pay, provided they attend the funeral. Such leave shall extend past the day of the funeral if there is a demonstrated need for the leave. However, in no event shall such leave exceed the three (3) working days.

8.03.01.02.02.

One-half (½) day's leave with pay to attend funeral services of persons related more distantly than those listed in 8.03.01.02.01. shall be granted upon request. Upon demonstrating the need for additional time due to extenuating circumstances, this leave shall be extended up to one (1) day.

8.03.01.02.03.

The word 'funeral' when used in respect of bereavement leave shall include the initial memorial service which is held in conjunction with a cremation.

8.03.01.02.04.

The term 'extenuating circumstances' may include (travelling time, shift schedule conflicts, or such other reasons which may be applicable to the individual circumstances.

8.03.01.02.05.

A permanent or probationary employee on leave of absence, other than annual vacation leave, shall not be eligible for bereavement leave.

8.03.01.03.

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, shall 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.

8.03.01.04

Leave for Medical and Dental Appointments

A permanent or probationary employee who is compelled to arrange a medical or dental appointment during working hours shall be allowed to meet such appointment on Company time and without loss of pay, provided that they are not absent from work for a period longer than three (3) hours. Such employee shall not be obliged to make up the time spent away from work to keep the appointment.

A permanent or probationary employee assigned to work outside of the City limits and who is compelled to arrange a medical or dental appointment in Edmonton during working hours shall be allowed to meet such appointment on Company time and without loss of pay in accordance with such period of time granted by the management supervisor. Such period shall not be less than *three (3) hours*.

8.03.01.05.

Citizenship Court

An employee shall 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.

8.03.02.

Leave Without Pay

8.03.02.01.

An employee elected as a delegate to Union conventions, seminars or training sessions, shall be granted leave of absence without pay. Where absence of more than one person creates a staffing problem within an operating unit, this provision shall be limited to one person.

8.03.02.02.

Leave of absence without pay for full-time Union employment shall be granted under the following conditions:

- 3.02.02.01. In the event that an employee becomes a full-time official of the Union, ~~he~~ shall be granted leave of absence for the purpose of carrying out the duties of their office and shall retain their seniority as if they had remained in continuous employment therein. They shall have the right, at any time, upon giving one (1) month's notice, to return to the same position, if available, or to a comparable position or to such other position to which they may be promoted by reason of seniority and ability.
- 8.03.02.02.02 Such an employee shall make regular contributions to the Charitable Assistance Fund, Pension Fund and all employee benefits, participating in same as would a permanent employee of the Company, Their contributions to these benefits shall be based on their earnings during their full-time employment marital status and number of dependants.
- 8.03.02.03. Maternity Leave
- Maternity leave, which is the unpaid, voluntary leave relating to the birth or adoption of a child, shall be granted by the Company in accordance with the following:
- 8.03.02.03.01. To a pregnant female employee who is either permanent or has been employed with the Company for a period of at least twelve (12) consecutive months, upon her application to her management supervisor. Except where otherwise specified in the Employment Standards Code, should no application be made by the employee for maternity leave, the employee will be deemed to have resigned her position and the Company will be under no obligation to provide future employment.
- 8.03.02.03.02. Except in the case of employees as stipulated below, maternity leave shall be without salary or sickness allowance, but the employee on such leave will not lose seniority.
- Employees who are members of the Company's Disability Plans as provided for in this agreement and 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 (SUE PLAN), qualify for SUE PLAN benefits for the duration of the aforementioned valid, health-related period. In any event, receipt of such SUB PLAN benefits shall 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 SUE PLAN benefits during the valid, health-related portion of their pregnancy will be governed by the terms of the Company's Disability Plans.
- 8.03.02.03.03. Maternity leave shall be applied for in writing, at the earliest possible date, but not less than two (2) weeks prior to the date upon which maternity leave is to commence. Such leave shall commence at any time up to twelve (12) weeks prior to the estimated date of delivery. If the employee is unable to perform the duties of her position or such alternative position which may be available, for which she is qualified, and in the absence of any valid, health-related disability attributable to the pregnancy, the employee shall be required to immediately commence maternity leave in accordance with applicable provisions of the Employment Standards Code.
- 8.03.02.03.04. Except where otherwise stipulated in the Employment Standards Code, maternity leave shall be six (6) months or less in duration, including any valid, health-related portion that may be encompassed during this period.
- 8.03.02.03.05. An 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, shall be entitled to receive the balance of disability benefits paid at the applicable level.
- 8.03.02.03.06. Whenever the employee is absent for more than the approved period of maternity leave, unless the absence is due to a maternity complication related to the valid, health-related portion of her pregnancy and is substantiated by medical evidence satisfactory to the Company, she shall automatically be deemed to have terminated her employment when said period expires.
- 8.03.02.03.07. An employee returning from maternity leave within the approved period shall be given the same position, if available, or a comparable position, at her former rate of pay, provided as much notice as possible of return is given to the Company. In any event, said notice shall not be less than two (2) weeks.

8.03.02.03.08. If the employee seeks maternity leave due to legal adoption of an infant, child or children, the foregoing provisions shall apply to the extent that they are appropriate to such a situation.

NOTE: For the purposes of this Section, the Company's Disability Plans shall include the Income Protection and Long Term Disability Plans.

Valid health-related portion shall 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.

8.03.03. 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.

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

8.03.05. Other Employment
An employee engaged in other employment for gain while on leave of absence without the express written consent of the Company shall be deemed to have automatically terminated their service with the Company.

8.04. Supplementation of Compensation Award
If an employee is prevented from performing their regular work with the Company on account of an occupational accident that is recognized by the Workers' Compensation Board 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 such 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 said supplementation shall not be payable to any employee entitled to compensation after pension age if such an employee is entitled to a pension or after the full age of sixty-five (65) years if such an employee is not entitled to a pension. Subject to the foregoing limitation, the procedure to be followed in operating this policy shall be as follows:

8.04.01. 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 may be the sooner.

8.04.02. The cases of compensation to temporary employees shall be referred to the CEO and/or their designate for authority to supplement the Workers' Compensation Board Award and, if such 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, shall 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 agreed to a shared understanding that philosophically employees on WCB shall not earn more money on compensation than they would receive if they were at their regular job.

8.05. Clothing

8.05.01. Bill Deliverers

* Bill Deliverers shall be issued with clothing in accordance with the following provisions:

During their first year of employment as a permanent employee in the position - one (1) raincoat which is to be replaced every three (3) years and a parka and a pair of overshoes which are to be replaced as they become unserviceable due to normal wear on the job and are returned to the Company.

8.05.02. Laboratory Workers

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

During their first year of employment as a permanent employee in the position - live (5) laboratory coats. Thereafter, the laboratory coats will be replaced on evidence of fair wear and tear.

8.05.03. Survey Crew Workers

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

During their first 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.

8.05.04. All employees who are supplied with clothing by the Company shall be responsible for the laundering and/or dry cleaning of same.

8.06. Safety Boot Subsidy

* Where the conditions of employment demand or require the use of safety boots or shoes, the Company will subsidize the purchase by an employee of safety boots or shoes approved by C.S.A. and the Company in the amount of fifty percent (50%) of the cost of such safety boots or fifty dollars (\$50.00), whichever is the lesser. An employee who has received a safety boot subsidy and who requests a subsequent subsidy shall show just cause why they should receive a subsequent subsidy. An employee who does not complete thirty (30) days' continuous employment with the Company shall not be eligible for a safety boot subsidy.

8.07. Parking and Mileage

8.07.01. Parking facilities, where available, may be supplied in outlying areas, including service yards, power plants, and water and waste treatment plants, at a rate not to exceed three dollars (\$3.00) per month per employee using the parking facility.

8.07.02. *Employees who use their private motor vehicles to perform Company business shall be reimbursed for parking charges upon presentation of receipts or a claim.*
**

8.07.03. *Employees who use their private motor vehicles to perform Company business shall be reimbursed for mileage consistent with Company policy.*
**

9. EMPLOYMENT

9.01 The normal probationary period for new employees shall be three (3) months, with the Company reserving the right to extend the probationary period to six (6) months. Under extenuating circumstances, the Union and the Company may mutually agree to extend the employee's probationary period beyond six (6) months.

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 such an employee completes their probationary period, their pay increment shall be retroactive to the date the employee would normally have received their increment.

9.02. The Company shall issue an employee with a written performance appraisal upon the completion of each three months of that employee's probationary period.

9.03. In the event that the normal probationary period is extended, the employee and the Union shall be advised of the Company's reasons. The affected employee shall receive a copy of their written performance appraisal should they so request.

9.04. New employees who do not meet the requirements of the position during the probationary period shall be terminated. If a new employee is terminated during their probationary period, the termination may be grieved up to the CEO (or their designate) level of the grievance procedure.

io. PROMOTIONS

10.01. In making promotions to vacant positions coming within the jurisdiction of the Union, the required knowledge, qualifications and skills contained in the job posting shall be the primary considerations and, where two or more applicants meet the posted requirements of the position, seniority shall be the determining factor.

10.02. *An employee who has been selected to fill a permanent position shall 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 shall issue an employee with a written performance appraisal upon the completion of each three month trial period.*

10.03. *Where a permanent employee is selected to fill a temporary position within the Company, the employee shall 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 shall be subject to the layoff provisions enunciated in article 11.*

10.04. *Any permanent employee who is presently in an overranged 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 overranged in that position.*

A permanent part-time employee shall 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. Such promotion shall not, however, entitle the employee to an increase in pay as stipulated in article 7.01.

10.05. *Where there is a question as to qualifications of applicants, for any position, an examination may be held. The format of the examination will be discussed with the Union.*

11. LAYOFFS, REHIRES, TECHNOLOGICAL CHANGE AND TRANSFERS

11.01. Layoffs and Rehires

11.01.01 *Prior to the elimination of permanent positions, temporary employees within the affected class will be terminated, and temporary positions will be eliminated wherever operational circumstances perm?.*

**

Where the Company has determined that permanent positions are to be eliminated within a classification they will identify the permanent employees who will be potentially affected.

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

Prior to eliminating 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. Such options may include:

1. *assessment in terms of an employee's current knowledge, skills, abilities and experience;*
2. *consideration for re-training opportunities;*
3. *consideration for placement in alternate positions at a developmental level, in order to acquire the skills and experience to perform the full functions of a current job or one that may become available;*
4. *if an employee is placed in a position at a developmental level, to be paid commensurate with the employee's knowledge, skills, abilities and experience.*

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

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

When permanent employees are to be reduced the employee with the most recent start date in the class to be affected within the unit reporting to a director will be the first displaced.

Permanent employees so affected may displace the employee with the least bargaining unit seniority in the next lower class within the same organization [as defined below], provided they are senior and qualified to perform the duties of the position. An employee will be eligible to exercise these bumping rights for any lower paid classifications provided they possess seniority and qualifications.

For the purposes of layoff, organizations shall be deemed to be one of the following:

1. EPCOR Utilities Inc.
2. Aqualta Inc.
3. Edmonton Power Inc. and ELTEC Inc.

NOTE: ELTEC Inc. shall form part of the third group until such time as the CSU 52 membership within ELTEC Inc. exceeds 50 employees.

Displaced employees who deny an alternate position or who have no alternate position to bump into as a result of the above noted process, shall be laid off.

11.01.02
** Laid off employees shall be recalled to vacant positions within their former class in the reverse order of their seniority at any time in the 24 month period.

Laid off permanent employees who have exhausted the formal layoff process, shall be provided a general priority throughout the Company for any vacancy for which they are qualified. General priority shall 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.

11.01.03. The layoff provisions shall 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 shall 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 shall also make every reasonable effort to retain the employee for the duration of the short-term layoff.

11.01.04. A permanent employee who occupies a temporary position within a class being reduced shall be deemed to be the junior employee for the purposes of this section.

11.01.05
• 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 class shall 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) month, into a temporary position outside their former organizational unit and classification shall be entitled to the same benefit coverage equal to that which is provided to provisional employees under the provisions of this agreement.

11.01.06. Provisional employees who are terminated as a result of staff reductions shall 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. Transfers

11.02.01. Transfers of Overranged Employees

11.02.01.01. No permanent employee who becomes overranged as a result of a reclassification of their position shall be dismissed (or suffer any reduction in wages) except for just cause or as a result of layoffs or staff reductions affecting such overranged employee. However, an employee who is recalled to their former position in which they were overranged shall be recalled at their former rate of pay provided such recall is within twenty-four (24) months of their layoff.

However, the Company shall have the right to transfer an overranged employee to any vacant position for which they are deemed to qualify, said position being the same pay range 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 overranged status.

11.02.01.02. Should the Company determine that the said employee does not qualify for continuance in the new position, based on a written performance appraisal completed during the trial period, they shall be reverted to their former or equivalent position with not less than their former rate of pay.

11.02.02. Lateral Transfers

11.02.02.01. When an employee is laterally transferred and regarded as having adequate preparation for the new position, they shall suffer no loss in pay. However, if the employee is not fully qualified for the new position, they shall 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 shall regain one (1) step and, at the end of the next three (3) months of service, they shall regain the second lost step.

11.02.02.02 * Employees shall 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 shall be considered a promotion and subject to 10.01.

The lateral transfer of a permanent employee occupying a higher level temporary position from the temporary to a permanent position shall also be considered a promotion and subject to 10.01.

11.03. Job Security

11.03.01. ** *No permanent employee shall be laid off or have their employment terminated as a result of contracting out work or services of a kind performed by such permanent employee.*

11.03.02. ** *In the event that a position occupied by a permanent employee is contracted out in accordance with 11.03.01, the displaced employee shall be placed in an alternate position for which the employee is qualified. Where the employee is placed in an alternate position in a lower classification, the employee shall suffer no loss in their regular rate of pay for one year.*

11.03.03 ** *Should a permanent employee refuse to accept an alternate position for which they are qualified, the employee shall be laid off in accordance with the layoff and rehire provisions.*

11.04 ** *Consistent with the Company's commitment to the development of their employees, the Company agrees to explore appropriate refraining or redeployment opportunities for employees negatively affected by technological change or layoff.*

12. POSTING AND FILLING VACANCIES

12.01. Any vacancy required to be filled shall be immediately and conspicuously posted for seven (7) calendar days in a standard form provided by the Company.

12.02. Should it be desirable not to fill a vacancy, the matter shall be reviewed by the parties to this Agreement.

12.03. Where the conditions of the 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 shall in no instance exceed ninety (90) calendar days.

12.04. Grievances arising out of posting and filling of vacancies shall be initiated and processed in accordance with the grievance procedure.

12.05. * All applications shall be addressed to the Company as indicated on the posting and shall include the return address of the applicant. A copy of all postings shall be sent to the Union. The Company shall notify the Union of the proposed appointee and the names of all employees who were unsuccessful applicants upon completion of the selection process. The Company shall also notify each employee who was an unsuccessful applicant of the name of the successful applicant. Such employee shall have ten (10) working days from the date of notification to initiate a grievance. The Company shall appoint the selected applicant, and that appointment shall be final subject to satisfactory completion of the required probationary period or the outcome of any grievance filed within ten (10) working days, from the date the last employee received notification from the Company of the selected applicant.

12.06. For the purposes of this section, "working days" shall be consecutive days, exclusive of Saturdays, Sundays or holidays recognized by the Company.

12.07. Appointments may be made by mutual agreement between the Union and the Company without posting.

12.08. Appointments from within the bargaining unit shall be made within three (3) weeks of the selection of a candidate unless a grievance is filed.

3. 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 shall be posted.

12.10. Where a temporary position is posted, the estimated duration of such position shall be set out in the posting and shall be subject to the provisions of article 19.

12.11. 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 such employee is reverted to their former position or an equivalent position within the scope of this Agreement, then no posting shall be required to complete such reversion.

12.12. In instances where a permanent employee is appointed to a position which is outside the scope of this Agreement and such 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 such probationary period or trial term does not exceed six months, then no posting shall be required to complete such 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 shall 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 shall determine their seniority standing relative to other provisional employees. In no event shall 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 shall not have seniority standing.

13.04. *if a permanent employee, has assumed a position outside the scope of this Agreement and in accordance with 12.11 and 12.12 is reverted, their seniority shall 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 shall be provided annually by the Company to the Union.

13.06. Loss of Seniority

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

13.06.01 An employee shall lose their seniority only in the event that:

13.06.01.01. they are discharged for just cause and is not reinstated;

13.06.01.02. they resign;

13.06.01.03. they are laid off and fails 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 shall be the employee's responsibility to keep the Company informed of their current address;

13.06.01.04. they are laid off for a period longer than twenty-four (24) months.

14. NEW CLASSES

14.01. In the event that the Company creates a new class which is not included in this Agreement and which falls within the jurisdiction of the Union, the rates of wages and/or working conditions shall be negotiated by the Company with the Union before advertising any position within this class 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 class, the posting of any vacancy in this class shall 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 class shall still be a matter of negotiation between the Company and the Union, and the notice of posting shall contain the following statement:

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

15. DEVELOPMENTAL OPPORTUNITY CONCEPT

15.01 The *Developmental Opportunity Concept* is designed to enable those employees, who do not possess the required training and/or experience and are therefore unqualified, to successfully compete for certain higher level jobs at the job level, and to be considered for higher level jobs through on-the-job training. This concept is meant to support or integrate the Company's general philosophy of developing the human resources from within the Company through *internal progression*. This philosophy provides an increased pool of *multi-skilled* employees therefore increasing the human resource assets of the Company. This concept allows for the opportunity for internal employees to become the best qualified for a job through on-the-job training, education and development.

The concept contemplates a training period of varying durations, depending on the specific developmental opportunity, with quarterly or semi-annual performance and salary reviews. 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 ongoing feedback, coaching and counselling to the employee; while the employee dedicates themselves to completing the required education, training or experience that was outlined for the predetermined training period.

The maximum duration that an employee shall work at the *developmental level* within the *Developmental Opportunity Concept* shall be twenty-four (24) months. The developmental pay level shall contain no more than four (4) pay steps, spread evenly over the developmental opportunity period. The initial pay step in the developmental pay range shall not be less than sixty-five (65) percent of step 'A' of the pay range of the classification outlined in Appendix I of this Collective Agreement.

The parties may mutually agree to extend the time frame if extenuating circumstances exist.

Once a vacancy occurs, the Company shall review whether the vacancy can be filled through the developmental opportunity concept. This review shall include the operational or business requirements in the area plus the depth of the skills, knowledge and experience of the current employees within the work team and their ability to support an employee selected for the vacancy under this Developmental Opportunity Concept. If it is determined that the developmental opportunity concept can be utilized to fill the existing vacancy, appointments shall be at the Company's discretion based on the review of applications submitted on an internal Developmental Opportunity posting. Seniority is not a consideration when employees make application on higher level positions posted as a Developmental Opportunity.

In order to reduce the time frames associated with filling the vacant position, the Company may choose to post the position externally while the internal Developmental Opportunity posting is open. This shall ensure that in the event that no suitable internal applicants are found, the Company may then proceed with the selection process from the external posting file without a significant loss in time.

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

15.02. An employee within the bargaining unit entering a Developmental Opportunity shall suffer no loss in pay, however, where their current salary on entering the class overlaps with the salary for the Developmental Opportunity salary range, they shall not receive a salary adjustment until such time as their quarterly or semi-annual performance and salary review exceeds that employee's salary upon entering a Developmental Opportunity.

15.03. An employee who held a position within the bargaining unit immediately prior to entering into a Developmental Opportunity and who withdraws or is withdrawn by the Company from the Developmental Opportunity prior to attaining job level shall revert to their former position, if available, or to a comparable position, at their former rate of pay. An employee who did not hold a position within the bargaining unit immediately prior to entering a Developmental Opportunity and who withdraws or is withdrawn by the Company from the Developmental Opportunity, shall be separated from the Company's service.

16. GRIEVANCE PROCEDURE

The parties revised the grievance procedure to reflect a consultative grievance process.

NOTE: For the purposes of this article, "working days" shall be consecutive days exclusive of Saturdays, Sundays or statutory holidays observed by the Company.

16.01. Grievances shall be of two types, namely:

16.01.01. Individual grievances, that is, grievances relating to or affecting the rights of a specific individual,

16.01.02. *Policy grievances, that is, grievances directly relating to or affecting employees in more than one of the subsidiary companies and/or EPCOR or more than one section/division in a subsidiary company or EPCOR.*

16.02. *Any difference concerning the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether the difference is arbitrable, shall be initiated and settled in accordance with the following consultative grievance procedure.*

16.03. **STAGE ONE – THE CONSULTATION PHASE**

16.03.01. *This phase shall begin within ten (10) working days of an incident, issue or selection notification reasonably coming to the attention of the following parties: the employee(s), the Union or a Company representative(s). One of these parties shall provide written notice of their intention to enter into the consultation phase of this grievance procedure to resolve the issue, incident or the concern regarding the selection. This written notice shall be directed to the Director of Human Resources in the appropriate subsidiary company of EPCOR or the Director of Employee Relations and Safety – EPCOR.*

16.03.02. *The parties shall meet and review the incident, issue or selection and determine the frequency and nature of future meetings plus the other parties or resources required at these future meetings.*

16.03.03. *The parties shall also determine what action or problem solving process will be required to address the identified incident, issue or selection.*

16.03.04. *The parties may remain in this consultation phase as long as the parties are mutually satisfied with the progress being made in this consultation phase. No formal time limits will apply to this consultation phase of the grievance procedure.*

16.03.05. *If one or more of the parties is not satisfied with the progress being made in the consultation phase they may initiate Stage Two – The Formal Grievance Phase – by submitting a formal written grievance to the Director of Human Resources of the appropriate subsidiary company of EPCOR or the Director of Employee Relations and Safety – EPCOR, indicating that the consultation phase has ended without a mutually agreed to resolution. Policy grievances unresolved in the consultation phase shall proceed to Stage Two as indicated in 16.08.*

16.04. **STAGE TWO – THE FORMAL GRIEVANCE PHASE**

16.04.01. *FIRST LEVEL HEARING – Within ten (10) working days of receiving the formal written grievance, the Director of Human Resources of the appropriate subsidiary company of EPCOR or the Director of Employee Relations and Safety – EPCOR, will notify the employee(s) and/or the Union of a hearing date and arrange for the appropriate Company representatives to attend and hear the grievance. Following the hearing they shall ensure that a decision is rendered in writing and provided to the employee(s) and/or the Union within ten (10) working days from the date of the hearing.*

The parties may agree to forego a hearing and elect to have the Director of Human Resources of the appropriate subsidiary company of EPCOR or the Director of Employee Relations and Safety – EPCOR prepare a written decision on the grievance and forward it to the employee(s) and/or the Union within ten (10) working days of the receipt of the formal grievance.

16.04.02. *If the decision from the first level hearing or the Director of Human Resources – EPCOR or any of the Directors of Human Resources of its subsidiary companies - does not resolve the grievance, then the Union shall investigate the grievance, and where it considers the grievance to be just, the Union shall within ten (10) working days of receipt of the First Level Hearing decision, request a Second Level Hearing with the Company's CEO, or their designate.*

Such request shall specify the nature of the grievance, the clause or clauses of this Agreement upon which the grievance is based, and the remedy requested to resolve the grievance. A copy of this request shall be filed with the Director of Employee Relations and Safety – EPCOR and the appropriate Director of Human Resources of the affected subsidiary company.

16.04.03. *SECOND LEVEL HEARING – within ten (10) working days from the date that notification pursuant to 16.04.02 is received, the Director of Human Resources of the appropriate subsidiary company of EPCOR or the Director of Employee Relations and Safety – EPCOR will ensure that a second level grievance hearing with the CEO or their designate is scheduled and that the employee(s) and the Union are notified of the hearing date. The CEO or their designate will have the right to hold hearings as necessary and may require the attendance of any witness, or other person with knowledge of the grievance, or require the submission of written or other information that may be relevant to the grievance. A decision on the grievance and a justification of the decision shall be rendered to the Union within ten (10) working days from the date of the hearing.*

16.04.04. *If the decision of the CEO or their designate does not resolve the grievance, the Union, if it decides to carry the grievance to arbitration, shall, within ten (10) working days from the day the decision was received by the Union, refer the grievance to arbitration.*

16.04.05. *If the decision of the Company does not resolve the grievance, the Union may advance the grievance to the next succeeding step of the grievance procedure (Stage Three – The Arbitration Phase) within the time limits specified.*

16.05. STAGE THREE – THE ARBITRATION PHASE

If the Union chooses to refer the grievance to arbitration, the Union shall notify the Company, in writing, of its:

16.05.01. *appointee to the arbitration board and/or*

16.05.02. *willingness to choose a single arbitrator.*

16.05.03. *as well as the nature of the grievance, the clause or clauses of the Agreement upon which the grievance is based and the remedy requested.*

16.05.04. *Within ten (10) working days after receipt of notification as provided in 16.05. the Company receiving notice shall:*

16.05.04.01. *advise the Union of its appointee to the arbitration board, or*

16.05.04.02. *where a single arbitrator is suggested, indicate whether it will accept a single arbitrator and if so, both the parties will endeavour to mutually agree upon a person to act in such capacity. If during the above specified time period the parties are unable to agree upon a person to act as a single arbitrator or one party disagrees to utilize a single arbitrator, an arbitration board shall be established and, within ten (10) working days, each party will advise the other party of its appointee to the arbitration board,*

16.05.05. *If the parties fail to appoint their respective members within the time limits specified above [clause 16.05.04.01 or 16.05.04.02], appointment shall be made by the Provincial Minister of Labour upon the request of either party.*

16.05.06. *Where each party has established an appointee to a board of arbitration, the appointees so selected shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be the chairman. If the two (2) appointees are unable to agree upon the choice of a chairman within the time limit specified, they shall request the Provincial Minister of Labour to appoint a chairman.*

16.05.07. *If the single arbitrator, either member of the arbitration board, or the chairman thereof, refuses to act or is or becomes incapable of acting, a new single arbitrator, new board member or chairman shall be appointed in accordance with the above procedure within ten (10) working 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 chairman, the appointment shall be made by the Provincial Minister of Labour upon the request of either party.*

16.05.08. *Each party appointing a member shall bear the expense of its respective member and shall bear one-half (1/2) of the expenses of the chairman of the arbitration board, or single arbitrator, whichever is applicable.*

16.05.09. *No person shall be appointed as a member or chairman of an arbitration board if the person is directly affected by the difference, or if the person has been involved in an attempt to negotiate or settle the difference.*

16.05.10. *The arbitration board or single arbitrator shall hear and determine the grievance and shall issue an award in writing. In the case of an arbitration board, the decision of the majority is the award of the arbitration board, but if there is no majority, the decision of the chairman shall be the award of the arbitration board. The decision of the arbitration board or the single arbitrator is final and binding upon the parties and any person affected by it and such parties or persons affected shall do or abstain from doing anything as required by the arbitration board.*

16.05.11. *The arbitration board or single arbitrator may quash, confirm or vary any action taken respecting suspension, discipline or discharge.*

16.05.12. *The grievance arbitration board or single arbitrator, by its decision, shall not alter, amend or change the terms of the Collective Agreement. The grievance arbitration board shall issue its award no later than sixty (60) calendar days from the conclusion of the hearing. Where both parties agree, the aforementioned time limits may be extended.*

16.06. *No grievance shall be considered in any step unless it has been properly advanced through all previous steps or stages of the consultative grievance procedure required by this Agreement except that, if the Company does not abide by the time limits specified which apply to it, the Union may advance the grievance to the next step as if it had received an unsatisfactory decision on the last day specified for the Company's decision, and the time limits specified for that next step shall apply.*

16.07. *The time limits in this grievance procedure are mandatory, however, where both parties agree, the time limits contained herein may be extended or steps or stages within the consultative grievance procedure may be bypassed. An extension of these timelines will not be unreasonably withheld by the Company.*

16.08 STAGE TWO – POLICY GRIEVANCES

A Policy grievance unresolved in the consultation phase arising from the application, operation or alleged violation of this Agreement which directly affects employees in more than one of the subsidiary companies and/or EPCOR, or more than one section/division in a subsidiary company or EPCOR, shall be initiated in writing with the CEO or their designate. The written grievance shall be forwarded to the Director of Employee Relations and Safety – EPCOR and shall specify the nature of the grievance, the clause or clauses of the Agreement upon which the grievance is based and the remedy requested. After submission of the grievance to the Director of Employee Relations and Safety – EPCOR, the procedures and time limits outlined in clauses 16.04.03, 16.04.04 and 16.04.05 and the subsequent clauses in the overall consultative grievance procedure shall apply,

17. REPORTING FOR DUTY

17.01. Employees shall report for duty at the place directed by the Company and shall go to and from such place on their own time within City limits. Where an employee is required to report to a new place during their regular hours of work, they shall do so without loss of pay.

17.02. *When an employee is intermittently assigned to report to a worksite outside of City limits, the employee shall receive one hour of pay for every 85 kilometres travelled by vehicle.*

18. REVIEW OF EMPLOYEE STATUS

An employee who has been continuously employed for a period of twelve (12) months, in a position coming within the scope of this Agreement, shall automatically become a permanent employee and shall immediately receive a minimum of one increment in the range of their class.

19. POSITION REVIEW

A temporary position shall not exceed twelve (12) months. Should it be desired to extend said period beyond twelve (12) months, the matter must be agreed to by the parties to this Agreement,

20. SHORT AND COMPRESSED WORK WEEK STUDIES

Where the Company implements short, compressed, flexible hours or variable work schedules utilizing employees coming within the scope of this Collective Agreement, they shall 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.

21. PENSIONS

Employees shall be members of The Local Authorities Pension Plan in accordance with the provisions of said Plan.

22. POSITION EVALUATION PROGRAM

22.01. Position evaluation is the systematic determination of position allocations to the appropriate class as set out in the current Collective Agreement.

22.02. The establishment and maintenance of a position evaluation program covering employees within the jurisdiction of the Union shall, with the exception of the appeal procedure, be the sole responsibility of the Company.

22.03. The Union shall have the right to present modifications to the position evaluation program and these will be considered by the Company.

22.04. The Union shall be provided with the Policy, regulations and procedures pertaining to the class allocations of positions coming within the scope of this Agreement.

- 22.05. The Company shall make available to the Union on request all reasonable information used in the position evaluation program procedures to evaluate and allocate positions to the appropriate established class.
- 22.06. New classes, for which the rates have been negotiated and agreed to in accordance with Article 14, 'New Classes' shall be reduced to writing and executed by authorized representatives of the parties to this Agreement.
- 22.07. Employees shall be paid the rates provided in the currently effective wage schedule or those established by the Company for classes, for which the rates are under negotiation in accordance with the provisions of this Agreement.
- 22.08. Where more than one Human Resources representative is in attendance at a position evaluation interview, the Union shall be advised and may attend the interview.

23. CHALLENGE AND APPEAL PROCEDURES

- 23.01. An employee who considers that the duties or responsibilities of their position have been significantly changed since the last evaluation review may request and shall receive, a copy of their current position description from their supervisor and may request a review of the allocation of their position.
- 23.02. To initiate a request, the employee will obtain from their supervisor a job evaluation questionnaire and complete it according to the prescribed instructions. On completion, the document is to be forwarded to EPCOR Human Resources Compensation and Benefits Section, the employee's management supervisor and the Union and shall be supplemented with a written statement, signed and dated by the employee, as to why a change to the current allocation should be considered.
- 23.03. On receipt of the information specified in article 23.02., EPCOR Human Resources Compensation and Benefits Section will make such arrangements as are necessary to properly review the position and will provide a decision in writing, within ninety (90) calendar days of receipt of the request to the employee, the Union and the management supervisor.
- 23.04. An employee who disagrees with the decision rendered by EPCOR Human Resources Compensation and Benefits Section shall, within ten (10) working days from the date of receipt of the decision, initiate a challenge; otherwise the request is considered resolved and further action cannot be initiated for a period of at least one year from the date of the decision.
- 23.05. An employee wishing to challenge a decision may do so using the prescribed form and subject to the time frames specified in article 23.04. and will notify their management supervisor, EPCOR Human Resources Compensation and Benefits Section and the Union of their intention to challenge the decision.
- 23.06. If the Union decides that the employee's challenge is valid, the Union shall, within ten (10) working days of receiving the employee's written intent to challenge the decision, submit in writing to the EPCOR Human Resources Compensation and Benefits Section their position on, and justification of, the employee's challenge.
- 23.07. Where a challenge is processed in accordance with articles 23.05. and 23.06., the EPCOR Human Resources Compensation and Benefits Section shall hold a hearing within ten (10) working days from the day that Union's position on the challenge is received, and a written decision on the challenge together with the reasons therefore shall be given to the Union, the employee and the management supervisor within ten (10) working days of the hearing.
- 23.08. Should the decision fail to resolve the challenge, then the Union shall, within ten (10) working days of receipt of the decision, advance the matter to the Umpire, provided such challenge has been properly processed in accordance with the time periods specified in this section.
- 23.09. The procedure to be used in the selection of an Umpire shall be as follows:
- 23.09.01. The Company and the Union shall exchange lists of persons knowledgeable in position evaluation.
- 23.09.02. In the event that one or more persons are named on both lists, the selection shall be made from those persons.
- 23.09.03. In the event that the Company and the Union cannot agree on an Umpire, the matter shall be referred to the Labour Relations Board who shall appoint a qualified person to act as an Umpire.
- 23.09.04. The Umpire shall act on all appeals submitted to them for a period of one (1) year commencing from the date of their appointment. After such period, the Company and the Union shall review the performance of the Umpire and shall, upon mutual agreement, appoint them for an additional term of one (1) year or, where no agreement exists, shall initiate the aforesaid procedure for the selection of a new Umpire.

- 23.09.05. The Company and the Union shall share equally the Umpire's fees and other expenses of the hearings,
- 23.09.06. The Company and the Union shall each appoint one representative to assist the Umpire in their review of matters brought before them under the provisions of this section.
- 23.10. The Umpire shall, *within* twenty (20) working days of the Union advancing the challenge to the Umpire, hold a hearing on any appeal and:
- 23.10.01. May request the testimony of any persons who have knowledge of the duties and responsibilities of the position and such written or other evidence as they may require.
- 23.10.02. Shall determine the allocation of the position to a class *within* the same *occupational series* or if such series is inappropriate they shall direct the Company to allocate that position to an appropriate existing class or to establish a new class. Such decision shall be implemented by the Company within ninety (90) consecutive days from the date that the Umpire's written decision is received.
- 23.10.03. Provided a reclassification of a position to a class having a higher pay range is the outcome of the Umpire's decision, the Umpire may, provided such request is in accordance with clause 7.01.04., determine the appropriate step to be assigned the employee in the higher pay range.
- 23.10.04. Shall communicate their decision and reasons thereto in writing to the employee initiating the challenge, the Union and the Company and such decision shall be final and binding upon the parties.
- 23.10.05. Shall not alter, amend or vary any term or condition of this Agreement.
- 23.10.06. Shall set their own procedure with respect to any hearing.
- 23.11. At the final disposition of a position evaluation review and any subsequent challenges, any change in position allocation shall be implemented retroactive to the date the employee requested the review under these procedures.

NOTE: The mandatory time limits specified in this section may be waived with the mutual consent of both parties.

24. SAFETY

- 24.01. Employees are encouraged to report any unsafe conditions to their supervisor or to the Company's appropriate safety consultant. If the unsafe condition is not corrected, then the employee should bring the unsafe condition to the attention of the Union.
- 24.02. No employee shall 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 employees present at the work site.

25. CHARITABLE ASSISTANCE DEDUCTIONS

The Company shall deduct on a bi-weekly basis from each employee coming within the scope of the Union, an amount specified by the Union for charitable assistance deduction premiums: such amount shall be forwarded via cheque to the Union within ten (10) days of the pay period ending and the cheque shall be accompanied by a list of employees showing the amounts deducted.

26. FORWARDING OF FAIR SHARE PREMIUMS

The total deduction of Fair Share Insurance Premiums shall be forwarded via cheque to the Union within ten (10) days of the pay period ending and the cheque shall be accompanied by a list of employees showing the amounts deducted.

27. HEALTH AND WELFARE BENEFITS

The Company will provide five (5) paid sick days on an annual basis to provisional status employees, These sick days shall be paid at one hundred (100) per cent of the employee's regular wage/salary. There shall be no reduction in pay for these five (5) sick days relative to the number of incidents accrued by the employee.

28. 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 shall have the cost of such medical evaluations borne by the Company.

29. JURISDICTIONAL DIFFERENCES

** The Company shall advise the Union, prior to implementation, of the assignment of existing or new positions to management or out of scope where those positions may bear on the Union's jurisdiction. The parties mutually agree that the resolution of differences arising from the jurisdictional allocation of positions shall be processed in accordance with the consultative process outlined in Article 16 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 shall be referred to the Labour Relations Board for a final and binding decision.

29.01. Where a management or excluded position is deemed to fall within the scope of the Union's jurisdiction, the incumbent of such position shall be administered in accordance with the following provisions:

29.01.01. The incumbent shall be awarded seniority status based on their length of unbroken full-time service in the deemed position, together with any full-time unbroken service the employee accrued within the Union's jurisdiction immediately prior to being appointed to the deemed position.

29.01.02. The incumbent shall upon entering the Union's jurisdiction be subject to the terms and conditions of the Collective Agreement.

29.01.03. Where the incumbent has received a general increase in wages while in management for a period that overlaps or is coincident with a period for which a general wage increase is negotiated with the Union, the employee shall have their management increase deducted from the Union increase.

Errors and Omissions

The Company and the Union agree that this document shall accurately reflect all items agreed to during collective bargaining. Any errors or omissions in this agreement shall be rectified prior to printing the final draft based on mutual agreement between the parties.

Signed this 4th day of December A.D. 1997.

Civic Service Union 52

Linda M. Bullock
Jan du Sable
Roberto Fonce
By [Signature]
[Signature]
[Signature]

EPCOR Utilities Inc.

[Signature]
[Signature]
[Signature]

Witnessed by:

[Signature]

CIVIC SERVICE UNION 52 – SCHEDULE OF WAGES
Overview of Negotiated Wage Related Items

APPENDIX I

1. GENERAL WAGE INCREASES

The parties agreed that the annual rates of pay in Appendix I of the CSU 52 Schedule of Wages, from January 22, 1995 to January 6, 1996 shall be adjusted in the following manner:

- (a) Effective January 7, 1996, increase the rates by 1.5% (one point five percent);
- (b) Effective December 22, 1996, increase the rates by a further 1.5 % (one point five percent); and
- (c) Effective December 21, 1997, increase the rates by a further 2.0% (two percent).

2. CHANGE IN STANDARD HOURS OF WORK

In recognition of the standard hours of work changing from 6.75 hours per day (67.5 hours bi-weekly) to 7.5 hours per day (75 hours bi-weekly) effective June 22, 1997, the following compensation and understandings shall apply:

- (a) Effective June 22, 1997, the annual base rates for 6.75 hour per day (67.5 hours bi-weekly) positions shall be increased by three percent (3%).
- (b) Effective December 21, 1997, the annual base rates for 6.75 hours per day (67.5 hours bi-weekly) positions shall be increased by a further three percent.
- (c) Effective the date of ratification of this Agreement, all CSU 52 employees who are in the employ of the Company shall be entitled to a point five percent (0.5%) lump sum payment based on their 1996 gross earnings. AQUALTA employees shall receive their lump sum payment based on their gross earnings from May 1, 1996 to December 31, 1996.
- (d) The Company shall have the right to increase or decrease an employee's hours of work providing the Company provides written documentation to the Union which outlines the business rationale and/or operational requirement to increase or decrease an employee's hours of work.

3. HOURS OF WORK WAGE ADJUSTMENT

The hours of work wage adjustment shall be changed from ten percent (10%) to four percent (4%) effective June 22, 1997, except for the following:

On or after June 22, 1997 those 7.5 hour per day employees who are operationally required to work 8 hours per day shall be provided with an increase of 7% to their annual rate until December 31, 1997. On or after January 1, 1998, such employees and those employees who were working 8 hours per day prior to June 22, 1997 and continued to work 8 hours per day up to and including January 1, 1998 shall have their annual rates adjusted to ensure that all 8 hour per day employees receive the same differential (i.e. 4% above 1998 rates for 7.5 hour per day employees).

4. REGRADES AND RECLASSIFICATIONS

Drafting Technician Series

The parties agreed to a name change for the Drafting Technician classification series. Drafting Technician I, II and III shall be changed to Drafting Technologist I, II and III.

Laboratory Technician Series

The parties agreed to a name change for the Laboratory Technician classification series. Laboratory Technician I, II and III shall be changed to Laboratory Technologist I, II and III.

In addition, each step (A to F) of the annual base rates for the Laboratory Technician I, II and III and the Laboratory Supervisor classifications shall be increased by eight hundred dollars (\$800.00).

The parties agreed that these classification wage adjustments shall be implemented prior to the application of the General Wage Increase on January 7, 1996. The 1996 retroactive payment of dollars owing as a result of this wage adjustment shall be paid to employees in these Laboratory classifications as a lump sum. AQUALTA employees in any of these Laboratory classifications shall receive a pro rated lump sum for service from May 1, 1996 to December 22, 1996. This corresponds to the time that AQUALTA employees joined EPCOR.

5. RETROACTIVE PAY

The wage increase for 1996 (i.e. 1.5%) shall be paid as a lump sum based on gross earnings for the period January 7, 1996 to December 21, 1996.

The wage increase for 1997 (i.e. 1.5%) shall be paid as a lump sum based on gross earning for the period December 22, 1996 to April 26, 1997 (plus 1.5%).

6. All understandings and agreements with respect to the negotiated wage related items, as summarized here, have been incorporated into the wage schedules attached to the Collective Agreement as Appendix I.

APPENDIX I CIVIC SERVICE UNION 52
 SCHEDULE OF WAGES
 1997 (June 22, 1997 to December 20, 1997) - 7.5 HOURS

CLASS CODE	CLASS TITLE	PAY RANGE	RATE TYPE	STEP A/1	STEP B/2	STEP C/3	STEP D/4	STEP E/5	STEP F/6
0248	Systems Analyst II	A909	A	\$49,863	\$52,424	\$54,913	\$57,471	\$60,157	\$62,967
			B	\$1,910	\$2,009	\$2,104	\$2,202	\$2,305	\$2,413
			H	\$ 25.47	\$ 26.79	\$ 28.05	\$ 29.36	\$ 30.73	\$ 32.17
0562	Utility Rates & Planning Analyst II	A813	A	\$45,838	\$47,693	\$49,863	\$52,424	\$54,913	\$57,471
			B	\$1,756	\$1,827	\$1,910	\$2,009	\$2,104	\$2,202
			H	\$ 23.41	\$ 24.36	\$ 25.47	\$ 26.79	\$ 28.05	\$ 29.36
0513	Accountant II	A809	A	\$44,625	\$46,798	\$48,890	\$51,172	\$53,789	\$56,250
0247	Systems Analyst I		B	\$1,710	\$1,793	\$1,873	\$1,961	\$2,061	\$2,159
0572	Methods Analyst II		H	\$ 22.80	\$ 23.91	\$ 24.97	\$ 26.15	\$ 27.48	\$ 28.79
4362	Laboratory Scientist II								
0490	Public Information Officer III	A765	A	\$43,152	\$45,004	\$47,053	\$49,478	\$51,846	\$54,214
4304	Engineering Technologist III		B	\$1,653	\$1,724	\$1,803	\$1,896	\$1,986	\$2,077
8253	Water Services Agent III		H	\$ 22.04	\$ 22.99	\$ 24.04	\$ 25.28	\$ 26.48	\$ 27.69
4311	Drafting Technologist III								
4364	Laboratory Supervisor	A724	A	\$41,446	\$43,555	\$45,473	\$47,648	\$49,821	\$51,990
			B	\$1,588	\$1,669	\$1,742	\$1,826	\$1,909	\$1,992
			H	\$ 21.17	\$ 22.25	\$ 23.23	\$ 24.35	\$ 25.45	\$ 26.56
0301	Buyer	A718	A	\$41,106	\$43,152	\$45,004	\$47,053	\$49,478	\$51,846
0357	Materials Planning Technologist III		B	\$1,575	\$1,653	\$1,724	\$1,803	\$1,896	\$1,986
0411	Home Economist II		H	\$ 21.00	\$ 22.04	\$ 22.99	\$ 24.04	\$ 25.28	\$ 26.48
0561	Utility Rates & Planning Analyst I								
3031	Plumbing & Gas Inspector I								
0489	Public Information Officer II	A704	A	\$40,596	\$42,706	\$44,625	\$46,798	\$48,972	\$51,142
			B	\$1,555	\$1,636	\$1,710	\$1,793	\$1,876	\$1,959
			H	\$ 20.73	\$ 21.81	\$ 22.80	\$ 23.91	\$ 25.01	\$ 26.12
1031	Property Agent I	A672	A	\$39,444	\$41,106	\$43,152	\$45,004	\$47,053	\$49,478
4303	Engineering Technologist II		B	\$1,511	\$1,575	\$1,653	\$1,724	\$1,803	\$1,896
4310	Drafting Technologist II		H	\$ 20.15	\$ 21.00	\$ 22.04	\$ 22.99	\$ 24.04	\$ 25.28
4323	Survey Technologist II								
8252	Water Service Agent II								
4342	Materials Technologist II								
4359	Laboratory Technologist III	A644	A	\$38,504	\$40,293	\$41,955	\$44,001	\$45,853	\$47,902
			B	\$1,475	\$1,544	\$1,607	\$1,686	\$1,757	\$1,835
			H	\$ 19.67	\$ 20.59	\$ 21.43	\$ 22.48	\$ 23.43	\$ 24.47
4361	Laboratory Scientist I	A832	A	\$37,907	\$39,700	\$40,405	\$42,833	\$45,138	\$47,372
			B	\$1,452	\$1,521	\$1,548	\$1,641	\$1,729	\$1,815
			H	\$ 19.36	\$ 20.28	\$ 20.64	\$ 21.88	\$ 23.06	\$ 24.20
0005	Clerk V	A624	A	\$37,655	\$39,444	\$41,106	\$43,152	\$45,004	\$47,053
0246	Programmer		B	\$1,443	\$1,511	\$1,575	\$1,653	\$1,724	\$1,803
0335	Stores Administrator		H	\$ 19.24	\$ 20.15	\$ 21.00	\$ 22.04	\$ 22.99	\$ 24.04
0410	Home Economist I								
0449	Market Planner I								
0512	Accountant I								
0571	Methods Analyst I								
4415	Environment Protection Officer								
8027	Vehicle Equipment & Services Technician								
0418	Librarian	A583	A	\$35,799	\$37,655	\$39,444	\$41,106	\$43,152	\$45,004
			B	\$1,372	\$1,443	\$1,511	\$1,575	\$1,653	\$1,724
			H	\$ 18.29	\$ 19.24	\$ 20.15	\$ 21.00	\$ 22.04	\$ 22.99
0510	Accounting Assistant III	A547	A	\$34,330	\$35,799	\$37,655	\$39,444	\$41,106	\$43,152
0356	Materials Planning Technologist II		B	\$1,315	\$1,372	\$1,443	\$1,511	\$1,575	\$1,653
4302	Engineering Technologist I		H	\$ 17.53	\$ 18.29	\$ 19.24	\$ 20.15	\$ 21.00	\$ 22.04
4308	Drafting Technologist I								
4322	Survey Technologist I								
8249	Water Service Technologist I								
4358	Laboratory Technologist II	A535	A	\$33,707	\$35,179	\$36,647	\$38,503	\$40,293	\$41,955
			B	\$1,291	\$1,348	\$1,404	\$1,475	\$1,544	\$1,607
			H	\$ 17.22	\$ 17.97	\$ 18.72	\$ 19.67	\$ 20.58	\$ 21.43
0488	Public Information Officer I	A515	A	\$33,051	\$34,714	\$36,436	\$37,907	\$39,700	\$41,554
			B	\$1,266	\$1,330	\$1,396	\$1,452	\$1,521	\$1,592
			H	\$ 16.88	\$ 17.73	\$ 18.61	\$ 19.36	\$ 20.28	\$ 21.23
0334	Storekeeper	A507	A	\$32,857	\$34,330	\$35,799	\$37,655	\$39,444	\$41,106
1126	Utility Account Collector II		B	\$1,259	\$1,315	\$1,372	\$1,443	\$1,511	\$1,575
			H	\$ 16.79	\$ 17.53	\$ 18.29	\$ 19.24	\$ 20.15	\$ 21.00
0004	Clerk IV	A475	A	\$31,389	\$32,857	\$34,330	\$35,799	\$37,655	\$39,444
0058	Utility Service Representative IV		B	\$1,203	\$1,259	\$1,315	\$1,372	\$1,443	\$1,511
0063	Public Service Representative II		H	\$ 16.04	\$ 16.79	\$ 17.53	\$ 18.29	\$ 19.24	\$ 20.15
0255	Computer Support Technologist								
0355	Materials Planning Tech I								
4357	Laboratory Technologist I	A450	A	\$30,958	\$32,239	\$33,707	\$35,179	\$36,647	\$38,503
			B	\$1,186	\$1,235	\$1,291	\$1,348	\$1,404	\$1,475
			H	\$ 15.81	\$ 16.47	\$ 17.21	\$ 17.97	\$ 18.72	\$ 19.67

APPENDIX I CIVIC SERVICE UNION 52
 SCHEDULE OF WAGES
 1997 (June 22, 1997 to December 20, 1997) - 7.5 HOURS

CUSS CODE	CLASS TITLE	PAY RANGE	RATE TYPE	STEP A/1	STEP B/2	STEP C/3	STEP D/4	STEP E/5	STEP F/6
0054	Utilities Account Officer	A439	A	\$30,109	\$31,389	\$32,857	\$34,330	\$35,799	\$37,655
0056	Utilities Service Representative III		B	\$1,154	\$1,203	\$1,259	\$1,315	\$1,372	\$1,443
0333	Storeman III		H	\$ 15.39	\$ 16.04	\$ 16.79	\$ 17.53	\$ 18.29	\$ 19.24
0509	Accounting Assistant II								
1125	Utility Account Collector								
0062	Public Service Representative I	A402	A	\$28,576	\$30,109	\$31,389	\$32,857	\$34,330	\$35,799
0417	Library Technologist II		B	\$1,095	\$1,154	\$1,203	\$1,259	\$1,315	\$1,372
0487	Public Information Technologist		H	\$ 14.60	\$ 15.39	\$ 16.04	\$ 16.79	\$ 17.53	\$ 18.29
4320	Survey Technical Assistant II								
0332	Storeman II	A374	A	\$27,362	\$28,576	\$30,109	\$31,389	\$32,857	\$34,330
			B	\$1,048	\$1,095	\$1,154	\$1,203	\$1,259	\$1,315
			H	\$ 13.97	\$ 14.60	\$ 15.39	\$ 16.04	\$ 16.79	\$ 17.53
0003	Clerk III	A346	A	\$26,207	\$27,362	\$28,576	\$30,109	\$31,389	\$32,857
0009	Word/Data Processing Clerk III		B	\$1,004	\$1,048	\$1,095	\$1,154	\$1,203	\$1,259
0031	Administrative Assistant I		H	\$ 13.39	\$ 13.97	\$ 14.60	\$ 15.39	\$ 16.04	\$ 16.79
0057	Utility Service Representative II								
0331	Storeman I								
0502	Cashier II								
0511	Accounting Assistant I								
4321	Survey Technical Assistant I	A337	A	\$25,950	\$27,116	\$28,288	\$29,566	\$31,181	\$32,519
			B	\$994	\$1,039	\$1,084	\$1,133	\$1,195	\$1,246
			H	\$ 13.25	\$ 13.85	\$ 14.45	\$ 15.11	\$ 15.93	\$ 16.61
0302	Purchasing Assistant	A316	A	\$25,063	\$26,207	\$27,362	\$28,576	\$30,109	\$31,389
0416	Library Technologist I		B	\$960	\$1,004	\$1,048	\$1,095	\$1,154	\$1,203
4350	Laboratory Technical Assistant II		H	\$ 12.80	\$ 13.39	\$ 13.97	\$ 14.60	\$ 15.38	\$ 16.04
8610	Delivery Driver	F307	A						\$30,941
			B						\$1,185
			H						\$ 15.80
0022	Clerk Stenographer II	A291	A	\$24,041	\$25,063	\$26,207	\$27,362	\$28,576	\$30,109
0055	Utility Service Representative I		B	\$921	\$960	\$1,004	\$1,048	\$1,095	\$1,154
1121	Utility Bill Deliverer		H	\$ 12.28	\$ 12.80	\$ 13.39	\$ 13.97	\$ 14.60	\$ 15.39
0002	Clerk II	A261	A	\$23,014	\$24,041	\$25,063	\$26,207	\$27,362	\$28,576
0008	Word/Data Processing Clerk II		B	\$882	\$921	\$960	\$1,004	\$1,048	\$1,095
0501	Cashier I		H	\$ 11.76	\$ 12.28	\$ 12.80	\$ 13.39	\$ 13.97	\$ 14.60
4306	Drafting Technical Assistant	A238	A	\$22,054	\$23,014	\$24,041	\$25,063	\$26,207	\$27,362
4356	Laboratory Technical Assistant I		B	\$845	\$882	\$921	\$960	\$1,004	\$1,048
			H	\$ 11.27	\$ 11.76	\$ 12.28	\$ 12.80	\$ 13.39	\$ 13.97
0001	Clerk I	A214	A	\$21,226	\$22,054	\$23,014	\$24,041	\$25,063	\$26,207
0007	Word/Data Processing Clerk I		B	\$813	\$845	\$882	\$921	\$960	\$1,004
			H	\$ 10.84	\$ 11.27	\$ 11.76	\$ 12.28	\$ 12.80	\$ 13.39

APPENDIX I CIVIC SERVICE UNION 52
 SCHEDULE OF WAGES
 1997 (June 22, 1997 to December 20, 1997) - 8 HOURS

CLASS CODE	CLASS TITLE	PAY RANGE	RATE TYPE	STEP A/1	STEP B/2	STEP C/3	STEP D/4	STEP E/5	STEP F/6
4358	Laboratory Technologist II	A535	A	\$36,107	\$37,684	\$39,255	\$41,244	\$43,162	\$44,942
			B	\$1,383	\$1,444	\$1,504	\$1,580	\$1,654	\$1,722
			H	\$ 17.29	\$ 18.05	\$ 18.80	\$ 19.75	\$ 20.68	\$ 21.53
			OT	\$ 17.29	\$ 18.05	\$ 18.80	\$ 19.75	\$ 20.68	\$ 21.53
0488	Public Information Officer I	A515	A	\$35,404	\$37,185	\$39,030	\$40,506	\$42,527	\$44,513
			B	\$1,356	\$1,425	\$1,495	\$1,556	\$1,629	\$1,705
			H	\$ 16.95	\$ 17.81	\$ 18.69	\$ 19.45	\$ 20.36	\$ 21.31
			OT	\$ 16.95	\$ 17.81	\$ 18.69	\$ 19.45	\$ 20.36	\$ 21.31
0334 1126	Storekeeper Utility Account Collector II	A507	A	\$35,196	\$36,774	\$38,348	\$40,336	\$42,252	\$44,033
			B	\$1,349	\$1,409	\$1,469	\$1,545	\$1,619	\$1,687
			H	\$ 16.86	\$ 17.61	\$ 18.36	\$ 19.31	\$ 20.24	\$ 21.09
			OT	\$ 16.86	\$ 17.61	\$ 18.36	\$ 19.31	\$ 20.24	\$ 21.09
0004 0058 0063 0255	Clerk IV Utility Service Representative IV Public Service Representative II Computer Support Technologist	A475	A	\$33,624	\$35,196	\$36,774	\$38,348	\$40,336	\$42,252
			B	\$1,288	\$1,349	\$1,409	\$1,469	\$1,545	\$1,619
			H	\$ 16.10	\$ 16.86	\$ 17.51	\$ 18.36	\$ 19.31	\$ 20.24
			OT	\$ 16.10	\$ 16.86	\$ 17.51	\$ 18.36	\$ 19.31	\$ 20.24
4357	Laboratory Technologist I	A450	A	\$33,162	\$34,534	\$36,107	\$37,684	\$39,256	\$41,244
			B	\$1,271	\$1,323	\$1,383	\$1,444	\$1,504	\$1,580
			H	\$ 15.89	\$ 16.54	\$ 17.29	\$ 18.05	\$ 18.80	\$ 19.75
			OT	\$ 15.89	\$ 16.54	\$ 17.29	\$ 18.05	\$ 18.80	\$ 19.75
0054 0056 0333 0509 1125	Utilities Account Officer Utilities Service Representative III Storeman III Accounting Assistant II Utility Account Collector I	A439	A	\$32,253	\$33,624	\$35,196	\$36,774	\$38,348	\$40,336
			B	\$1,236	\$1,288	\$1,349	\$1,409	\$1,469	\$1,545
			H	\$ 15.45	\$ 16.10	\$ 16.86	\$ 17.61	\$ 18.36	\$ 19.31
			OT	\$ 15.45	\$ 16.10	\$ 16.86	\$ 17.61	\$ 18.36	\$ 19.31
0062 0417 0487 4320	Public Service Representative I Library Technologist II Public Information Technologist Survey Technical Assistant II	A402	A	\$30,611	\$32,253	\$33,624	\$35,196	\$36,774	\$38,348
			B	\$1,173	\$1,236	\$1,288	\$1,349	\$1,409	\$1,469
			H	\$ 14.66	\$ 15.45	\$ 16.10	\$ 16.86	\$ 17.61	\$ 18.36
			OT	\$ 14.66	\$ 15.45	\$ 16.10	\$ 16.86	\$ 17.61	\$ 18.36
0332	Storeman II	A374	A	\$29,310	\$30,611	\$32,253	\$33,624	\$35,196	\$36,774
			B	\$1,123	\$1,173	\$1,236	\$1,288	\$1,349	\$1,409
			H	\$ 14.04	\$ 14.66	\$ 15.45	\$ 16.10	\$ 16.86	\$ 17.61
			OT	\$ 14.04	\$ 14.66	\$ 15.45	\$ 16.10	\$ 16.86	\$ 17.61
0003 0009 0031 0057 0331 0502 0511	Clerk III Word/Data Processing Clerk III Administrative Assistant I Utility Service Representative II Storeman I Cashier II Accounting Assistant I	A346	A	\$28,073	\$29,310	\$30,611	\$32,253	\$33,624	\$35,196
			B	\$1,076	\$1,123	\$1,173	\$1,236	\$1,288	\$1,349
			H	\$ 13.45	\$ 14.04	\$ 14.66	\$ 15.45	\$ 16.10	\$ 16.86
			OT	\$ 13.45	\$ 14.04	\$ 14.66	\$ 15.45	\$ 16.10	\$ 16.86
4321	Survey Technical Assistant I	A337	A	\$27,798	\$29,047	\$30,302	\$31,671	\$33,401	\$34,834
			B	\$1,065	\$1,113	\$1,161	\$1,213	\$1,280	\$1,335
			H	\$ 13.31	\$ 13.91	\$ 14.51	\$ 15.16	\$ 16.00	\$ 16.69
			OT	\$ 13.31	\$ 13.91	\$ 14.51	\$ 15.16	\$ 16.00	\$ 16.69
0302 0416 4350	Purchasing Assistant Library Technologist I Laboratory Technical Assistant II	A316	A	\$26,847	\$28,073	\$29,310	\$30,611	\$32,253	\$33,624
			B	\$1,029	\$1,076	\$1,123	\$1,173	\$1,236	\$1,288
			H	\$ 12.86	\$ 13.45	\$ 14.04	\$ 14.66	\$ 15.45	\$ 16.10
			OT	\$ 12.86	\$ 13.45	\$ 14.04	\$ 14.66	\$ 15.45	\$ 16.10
8610	Delivery Driver	F307	A						\$33,144
			B						\$1,270
			H						\$ 15.88
			OT						\$ 15.88
0022 0055 1121	Clerk Stenographer II Utility Service Representative I Utility Bill Deliverer	A291	A	\$25,753	\$26,847	\$28,073	\$29,310	\$30,611	\$32,253
			B	\$987	\$1,029	\$1,076	\$1,123	\$1,173	\$1,236
			H	\$ 12.34	\$ 12.86	\$ 13.45	\$ 14.04	\$ 14.66	\$ 15.45
			OT	\$ 12.34	\$ 12.86	\$ 13.45	\$ 14.04	\$ 14.66	\$ 15.45
0002 0008 0501	Clerk II Word/Data Processing Clerk II Cashier I	A261	A	\$24,653	\$25,753	\$26,847	\$28,073	\$29,310	\$30,611
			B	\$945	\$987	\$1,029	\$1,076	\$1,123	\$1,173
			H	\$ 11.81	\$ 12.34	\$ 12.86	\$ 13.45	\$ 14.04	\$ 14.66
			OT	\$ 11.81	\$ 12.34	\$ 12.86	\$ 13.45	\$ 14.04	\$ 14.66
4306 4356	Drafting Technical Assistant Laboratory Technical Assistant I	A238	A	\$23,624	\$24,653	\$25,753	\$26,847	\$28,073	\$29,310
			B	\$905	\$945	\$987	\$1,029	\$1,076	\$1,123
			H	\$ 11.31	\$ 11.81	\$ 12.34	\$ 12.86	\$ 13.45	\$ 14.04
			OT	\$ 11.31	\$ 11.81	\$ 12.34	\$ 12.86	\$ 13.45	\$ 14.04
0001 0007	Clerk I Word/Data Processing Clerk I	A214	A	\$22,737	\$23,624	\$24,653	\$25,753	\$26,847	\$28,073
			B	\$871	\$905	\$945	\$987	\$1,029	\$1,076
			H	\$ 10.89	\$ 11.31	\$ 11.81	\$ 12.34	\$ 12.86	\$ 13.45
			OT	\$ 10.89	\$ 11.31	\$ 11.81	\$ 12.34	\$ 12.86	\$ 13.45

APPENDIX I CIVIC SERVICE UNION 52
 SCHEDULE OF WAGES
 1998 (December 21, 1997 to January 2, 1998) - 7.5 HOURS

CLASS CODE	CLASS TITLE	FAY RANGE	RATE TYPE	STEP A/1	STEP B/2	STEP C/3	STEP D/4	STEP E/5	STEP F/6
0355	Materials Planning Tech I								
4357	Laboratory Technologist I	A450	A	\$32,524	\$33,870	\$35,413	\$36,959	\$38,501	\$40,451
			E	\$1,246	\$1,298	\$1,357	\$1,416	\$1,475	\$1,550
			H	\$ 16.61	\$ 17.31	\$ 18.09	\$ 18.88	\$ 19.67	\$ 20.67
0054	Utilities Account Officer	A439	A	\$31,633	\$32,977	\$34,520	\$36,067	\$37,610	\$39,560
0056	Utilities Service Representative III		E	\$1,212	\$1,263	\$1,323	\$1,382	\$1,441	\$1,516
0333	Storeman III		H	\$ 16.16	\$ 16.84	\$ 17.64	\$ 18.43	\$ 19.21	\$ 20.21
0509	Accounting Assistant II								
1125	Utility Account Collector I								
0062	Public Service Representative I	A402	A	\$30,022	\$31,633	\$32,977	\$34,520	\$36,067	\$37,610
0417	Library Technologist II		B	\$1,150	\$1,212	\$1,263	\$1,323	\$1,382	\$1,441
0487	Public Information Technologist		H	\$ 15.33	\$ 16.16	\$ 16.84	\$ 17.64	\$ 18.43	\$ 19.21
4320	Survey Technical Assistant II								
0332	Storeman II	A374	A	\$28,747	\$30,022	\$31,633	\$32,977	\$34,520	\$36,067
			B	\$1,101	\$1,150	\$1,212	\$1,263	\$1,323	\$1,382
			H	\$ 14.68	\$ 15.33	\$ 16.16	\$ 16.84	\$ 17.64	\$ 18.43
0003	Clerk III	A346	A	\$27,533	\$28,747	\$30,022	\$31,633	\$32,977	\$34,520
0009	Word/Data Processing Clerk III		B	\$1,055	\$1,101	\$1,150	\$1,212	\$1,263	\$1,323
0031	Administrative Assistant I		H	\$ 14.07	\$ 14.68	\$ 15.33	\$ 16.16	\$ 16.84	\$ 17.64
0057	Utility Service Representative II								
0331	Storeman I								
0502	Cashier II								
0511	Accounting Assistant I								
4321	Survey Technical Assistant I	A337	A	\$27,263	\$28,488	\$29,719	\$31,062	\$32,759	\$34,164
			B	\$1,045	\$1,091	\$1,139	\$1,190	\$1,255	\$1,309
			H	\$ 13.93	\$ 14.55	\$ 15.19	\$ 15.87	\$ 16.73	\$ 17.45
0302	Purchasing Assistant	A316	A	\$26,331	\$27,533	\$28,747	\$30,022	\$31,633	\$32,977
0416	Library Technologist I		B	\$1,009	\$1,055	\$1,101	\$1,150	\$1,212	\$1,263
4350	Laboratory Technical Assistant II		H	\$ 13.45	\$ 14.07	\$ 14.68	\$ 15.33	\$ 16.16	\$ 16.84
8610	Delivery Driver	F307	A						\$32,507
			B						\$1,245
			H						\$ 16.60
0022	Clerk Stenographer II	A291	A	\$25,257	\$26,331	\$27,533	\$28,747	\$30,022	\$31,633
0055	Utility Service Representative I		B	\$968	\$1,009	\$1,055	\$1,101	\$1,150	\$1,212
1121	Utility Bill Deliverer		H	\$ 12.91	\$ 13.45	\$ 14.07	\$ 14.68	\$ 15.33	\$ 16.16
0002	Clerk II	A261	A	\$24,179	\$25,257	\$26,331	\$27,533	\$28,747	\$30,022
0008	Word/Data Processing Clerk II		E	\$926	\$968	\$1,009	\$1,055	\$1,101	\$1,150
0501	Cashier I		H	\$ 12.35	\$ 12.91	\$ 13.45	\$ 14.07	\$ 14.68	\$ 15.33
4306	Drafting Technical Assistant	A238	A	\$23,170	\$24,179	\$25,257	\$26,331	\$27,533	\$28,747
4358	Laboratory Technical Assistant I		B	\$888	\$926	\$968	\$1,009	\$1,055	\$1,101
			H	\$ 11.84	\$ 12.35	\$ 12.91	\$ 13.45	\$ 14.07	\$ 14.68
0001	Clerk I	A214	A	\$22,300	\$23,170	\$24,179	\$25,257	\$26,331	\$27,533
0007	Word/Data Processing Clerk I		B	\$854	\$888	\$926	\$968	\$1,009	\$1,055
			H	\$ 11.39	\$ 11.84	\$ 12.35	\$ 12.91	\$ 13.45	\$ 14.07

APPENDIX I CIVIC SERVICE UNION 52
 SCHEDULE OF WAGES
 1998 (December 21, 1997 to January 2, 1999) - 8 HOURS

CLASS CODE	CLASS TITLE	PAY RANGE	RATE TYPE	STEP A/1	STEP B/2	STEP C/3	STEP D/4	STEP U5	STEP F/6
0248	Systems Analyst II	A909	A	\$54,481	\$57,280	\$60,000	\$62,794	\$65,729	\$68,799
			B	\$2,087	\$2,195	\$2,299	\$2,406	\$2,518	\$2,636
			H	\$ 26.09	\$ 27.44	\$ 28.74	\$ 30.08	\$ 31.48	\$ 32.95
			OT	\$ 26.76	\$ 28.13	\$ 29.47	\$ 30.84	\$ 32.28	\$ 33.80
0562	Utility Rates & Planning Analyst II	A813	A	\$50,083	\$52,110	\$54,481	\$57,280	\$60,000	\$62,794
			B	\$1,919	\$1,997	\$2,087	\$2,195	\$2,299	\$2,406
			H	\$ 23.99	\$ 24.96	\$ 26.09	\$ 27.44	\$ 28.74	\$ 30.08
			OT	\$ 24.60	\$ 25.60	\$ 26.76	\$ 28.13	\$ 29.47	\$ 30.84
0247	Systems Analyst I	A809	A	\$48,758	\$51,133	\$53,419	\$55,911	\$58,771	\$61,569
0513	Accountant II		B	\$1,868	\$1,959	\$2,047	\$2,142	\$2,252	\$2,359
0572	Methods Analyst II		H	\$ 23.35	\$ 24.49	\$ 25.59	\$ 26.78	\$ 28.15	\$ 29.49
4362	Laboratory Scientist II		OT	\$ 23.95	\$ 25.12	\$ 26.24	\$ 27.47	\$ 28.87	\$ 30.24
0490	Public Information Officer III	A765	A	\$47,148	\$49,172	\$51,411	\$54,061	\$56,648	\$59,235
4304	Engineering Technologist III		B	\$1,806	\$1,884	\$1,970	\$2,071	\$2,170	\$2,270
8253	Water Services Agent III		H	\$ 22.58	\$ 23.55	\$ 24.63	\$ 25.89	\$ 27.13	\$ 28.38
4311	Drafting Technologist III		OT	\$ 23.16	\$ 24.16	\$ 25.25	\$ 26.56	\$ 27.83	\$ 29.09
4364	Laboratory Supervisor	A724	A	\$45,285	\$47,589	\$49,685	\$52,061	\$54,436	\$56,806
			B	\$1,735	\$1,823	\$1,904	\$1,995	\$2,086	\$2,176
			H	\$ 21.69	\$ 22.79	\$ 23.80	\$ 24.94	\$ 26.08	\$ 27.20
			OT	\$ 22.24	\$ 23.37	\$ 24.40	\$ 25.57	\$ 26.73	\$ 27.91
0301	Buyer	A718	A	\$44,913	\$47,148	\$49,172	\$51,411	\$54,061	\$56,648
0357	Materials Planning Technologist III		B	\$1,721	\$1,806	\$1,884	\$1,970	\$2,071	\$2,170
0411	Home Economist II		H	\$ 21.51	\$ 22.58	\$ 23.55	\$ 24.63	\$ 25.89	\$ 27.13
0551	Utility Rates & Planning Analyst I		OT	\$ 22.07	\$ 23.16	\$ 24.16	\$ 25.25	\$ 26.56	\$ 27.83
3031	Plumbing and Gas Inspector								
0489	Public Information Officer II	A704	A	\$44,356	\$46,682	\$48,758	\$51,133	\$53,508	\$55,879
			B	\$1,699	\$1,788	\$1,868	\$1,959	\$2,050	\$2,141
			H	\$ 21.24	\$ 22.35	\$ 23.35	\$ 24.49	\$ 25.63	\$ 26.76
			OT	\$ 21.79	\$ 22.92	\$ 23.95	\$ 25.12	\$ 26.28	\$ 27.45
1031	Property Agent I	A672	A	\$43,098	\$44,913	\$47,148	\$49,172	\$51,411	\$54,061
4303	Engineering Technologist II		B	\$1,651	\$1,721	\$1,806	\$1,884	\$1,970	\$2,071
4310	Drafting Technologist II		H	\$ 20.64	\$ 21.51	\$ 22.58	\$ 23.55	\$ 24.63	\$ 25.89
4323	Survey Technologist II		OT	\$ 21.17	\$ 22.07	\$ 23.16	\$ 24.16	\$ 25.25	\$ 26.56
8252	Water Service Agent II								
4342	Materials Technologist II								
4359	Laboratory Technologist III	A644	A	\$42,070	\$44,025	\$45,841	\$48,076	\$50,100	\$52,339
			B	\$1,612	\$1,687	\$1,756	\$1,842	\$1,920	\$2,005
			H	\$ 20.15	\$ 21.09	\$ 21.95	\$ 23.03	\$ 24.00	\$ 25.06
			OT	\$ 20.67	\$ 21.63	\$ 22.52	\$ 23.61	\$ 24.61	\$ 25.71
4361	Laboratory Scientist I	A632	A	\$41,418	\$43,377	\$44,147	\$46,800	\$49,319	\$51,760
			B	\$1,587	\$1,662	\$1,691	\$1,793	\$1,890	\$1,983
			H	\$ 19.84	\$ 20.78	\$ 21.14	\$ 22.41	\$ 23.63	\$ 24.79
			OT	\$ 20.35	\$ 21.31	\$ 21.68	\$ 22.99	\$ 24.23	\$ 25.43
0005	Clerk V	A624	A	\$41,142	\$43,098	\$44,913	\$47,148	\$49,172	\$51,411
0246	Programmer		B	\$1,576	\$1,651	\$1,721	\$1,806	\$1,884	\$1,970
0335	Stores Administrator		H	\$ 19.70	\$ 20.64	\$ 21.51	\$ 22.58	\$ 23.55	\$ 24.63
0410	Home Economist I		OT	\$ 20.21	\$ 21.17	\$ 22.07	\$ 23.16	\$ 24.16	\$ 25.25
0449	Market Planner I								
0512	Accountant I								
0571	Methods Analyst I								
4359	Laboratory Technologist III								
4415	Environment Protection Officer								
8027	Vehicle Equipment & Services Technician								
0418	Librarian	A583	A	\$39,114	\$41,142	\$43,098	\$44,913	\$47,148	\$49,172
			B	\$1,499	\$1,576	\$1,651	\$1,721	\$1,806	\$1,884
			H	\$ 18.74	\$ 19.70	\$ 20.64	\$ 21.51	\$ 22.58	\$ 23.55
			OT	\$ 19.21	\$ 20.21	\$ 21.17	\$ 22.07	\$ 23.16	\$ 24.16
0510	Accounting Assistant III	A547	A	\$37,510	\$39,114	\$41,142	\$43,098	\$44,913	\$47,148
0356	Materials Planning Technologist II		B	\$1,437	\$1,499	\$1,576	\$1,651	\$1,721	\$1,806
4302	Engineering Technologist I		H	\$ 17.96	\$ 18.74	\$ 19.70	\$ 20.64	\$ 21.51	\$ 22.58
4308	Drafting Technologist I		OT	\$ 18.43	\$ 19.21	\$ 20.21	\$ 21.17	\$ 22.07	\$ 23.16
4322	Survey Technologist I								
8249	Water Service Technologist I								
4358	Laboratory Technologist II	A535	A	\$38,830	\$38,437	\$40,041	\$42,069	\$44,025	\$45,841
			B	\$1,411	\$1,473	\$1,534	\$1,612	\$1,687	\$1,756
			H	\$ 17.64	\$ 18.41	\$ 19.18	\$ 20.15	\$ 21.09	\$ 21.95
			OT	\$ 18.09	\$ 18.88	\$ 19.67	\$ 20.67	\$ 21.63	\$ 22.52

APPENDIX I CIVIC SERVICE UNION 52
 SCHEDULE OF WAGES
 1998 (December 21, 1997 to January 2, 1999) - 8 HOURS

CLASS CODE	CLASS TITLE	PAY RANGE	RATE TYPE	STEP A/1	STEP B/2	STEP C/3	STEP D/4	STEP E/5	STEP F/6
0488	Public Information Officer I	A515	A	\$36,112	\$37,930	\$39,811	\$41,418	\$43,377	\$45,403
			B	\$1,384	\$1,453	\$1,525	\$1,587	\$1,662	\$1,740
			H	\$ 17.30	\$ 18.16	\$ 19.06	\$ 19.84	\$ 20.78	\$ 21.75
			OT	\$ 17.73	\$ 18.63	\$ 19.56	\$ 20.35	\$ 21.31	\$ 22.31
0334	Storekeeper	A507	A	\$35,901	\$37,510	\$39,114	\$41,142	\$43,098	\$44,913
1126	Utility Account Collector II		B	\$1,376	\$1,437	\$1,499	\$1,576	\$1,651	\$1,721
			H	\$ 17.20	\$ 17.96	\$ 18.74	\$ 19.70	\$ 20.64	\$ 21.51
			OT	\$ 17.64	\$ 18.43	\$ 19.21	\$ 20.21	\$ 21.17	\$ 22.07
0004	Clerk IV	A475	A	\$34,296	\$35,901	\$37,510	\$39,114	\$41,142	\$43,098
0058	Utility Service Representative IV		E	\$1,314	\$1,376	\$1,437	\$1,499	\$1,576	\$1,651
0063	Public Service Representative II		H	\$ 16.43	\$ 17.20	\$ 17.96	\$ 18.74	\$ 19.70	\$ 20.64
0255	Computer Support Technologist		OT	\$ 18.84	\$ 17.64	\$ 18.43	\$ 19.21	\$ 20.21	\$ 21.17
4357	Laboratory Technologist I	A450	A	\$33,825	\$35,225	\$36,830	\$38,437	\$40,041	\$42,069
			E	\$1,296	\$1,350	\$1,411	\$1,473	\$1,534	\$1,612
			H	\$ 16.20	\$ 16.88	\$ 17.64	\$ 18.41	\$ 19.18	\$ 20.15
			OT	\$ 16.61	\$ 17.31	\$ 18.09	\$ 18.88	\$ 19.67	\$ 20.67
0054	Utilities Account Officer	A439	A	\$32,898	\$34,296	\$35,901	\$37,510	\$39,114	\$41,142
0056	Utilities Service Representative III		E	\$1,260	\$1,314	\$1,376	\$1,437	\$1,499	\$1,576
0333	Storeman III		H	\$ 15.75	\$ 16.43	\$ 17.20	\$ 17.96	\$ 18.73	\$ 19.70
0509	Accounting Assistant II		OT	\$ 16.16	\$ 16.84	\$ 17.64	\$ 18.43	\$ 19.21	\$ 20.21
1125	Utility Account Collector I								
0062	Public Service Representative I	A402	A	\$31,223	\$32,898	\$34,296	\$35,901	\$37,510	\$39,114
0417	Library Technologist II		B	\$1,196	\$1,260	\$1,314	\$1,376	\$1,437	\$1,499
0487	Public Information Technologist		H	\$ 14.95	\$ 15.75	\$ 16.43	\$ 17.20	\$ 17.96	\$ 18.73
4320	Survey Technical Assistant II		OT	\$ 15.33	\$ 16.16	\$ 16.84	\$ 17.64	\$ 18.43	\$ 19.21
0332	Storeman II	A374	A	\$29,897	\$31,223	\$32,898	\$34,296	\$35,901	\$37,510
			B	\$1,145	\$1,196	\$1,260	\$1,314	\$1,376	\$1,437
			H	\$ 14.31	\$ 14.95	\$ 15.75	\$ 16.43	\$ 17.20	\$ 17.96
			OT	\$ 14.68	\$ 15.33	\$ 16.16	\$ 16.84	\$ 17.64	\$ 18.43
0003	Clerk III	A346	A	\$28,634	\$29,897	\$31,223	\$32,898	\$34,296	\$35,901
0009	Word/Data Processing Clerk III		B	\$1,097	\$1,145	\$1,196	\$1,260	\$1,314	\$1,376
0331	Administrative Assistant I		H	\$ 13.71	\$ 14.31	\$ 14.95	\$ 15.75	\$ 16.43	\$ 17.20
0057	Utility Service Representative II		OT	\$ 14.07	\$ 14.68	\$ 15.33	\$ 16.16	\$ 16.84	\$ 17.64
0331	Storeman I								
0502	Cashier II								
0511	Accounting Assistant I								
4321	Survey Technical Assistant I	A337	A	\$28,354	\$29,628	\$30,908	\$32,304	\$34,069	\$35,531
			B	\$1,086	\$1,135	\$1,184	\$1,238	\$1,305	\$1,361
			H	\$ 13.68	\$ 14.19	\$ 14.80	\$ 15.48	\$ 16.31	\$ 17.01
			OT	\$ 13.93	\$ 14.55	\$ 15.19	\$ 15.87	\$ 16.73	\$ 17.45
0302	Purchasing Assistant	A316	A	\$27,384	\$28,634	\$29,897	\$31,223	\$32,898	\$34,296
0416	Library Technologist I		E	\$1,049	\$1,097	\$1,145	\$1,196	\$1,260	\$1,314
4350	Laboratory Technical Assistant II		H	\$ 13.11	\$ 13.71	\$ 14.31	\$ 14.95	\$ 15.75	\$ 16.43
			OT	\$ 13.45	\$ 14.07	\$ 14.68	\$ 15.33	\$ 16.16	\$ 16.84
8610	Delivery Driver	F307	A						\$33,807
			B						\$1,295
			H						\$ 16.19
			OT						\$ 16.60
0022	Clerk Stenographer II	A291	A	\$26,267	\$27,384	\$28,634	\$29,897	\$31,223	\$32,898
0055	Utility Service Representative I		B	\$1,006	\$1,049	\$1,097	\$1,145	\$1,196	\$1,260
1121	Utility Bill Deliverer		H	\$ 12.58	\$ 13.11	\$ 13.71	\$ 14.31	\$ 14.95	\$ 15.75
			OT	\$ 12.91	\$ 13.45	\$ 14.07	\$ 14.68	\$ 15.33	\$ 16.16
0002	Clerk II	A261	A	\$25,146	\$26,267	\$27,384	\$28,634	\$29,897	\$31,223
0008	Word/Data Processing Clerk II		B	\$963	\$1,006	\$1,049	\$1,097	\$1,145	\$1,196
0501	Cashier I		H	\$ 12.04	\$ 12.58	\$ 13.11	\$ 13.71	\$ 14.31	\$ 14.95
			OT	\$ 12.35	\$ 12.91	\$ 13.45	\$ 14.07	\$ 14.68	\$ 15.33
4306	Drafting Technical Assistant	A238	A	\$24,097	\$25,146	\$26,267	\$27,384	\$28,634	\$29,897
4355	Laboratory Technical Assistant I		B	\$923	\$963	\$1,006	\$1,049	\$1,097	\$1,145
			H	\$ 11.54	\$ 12.04	\$ 12.58	\$ 13.11	\$ 13.71	\$ 14.31
			OT	\$ 11.84	\$ 12.35	\$ 12.91	\$ 13.45	\$ 14.07	\$ 14.68
0001	Clerk I	A214	A	\$23,192	\$24,097	\$25,146	\$26,267	\$27,384	\$28,634
0007	Word/Data Processing Clerk I		B	\$889	\$923	\$963	\$1,006	\$1,049	\$1,097
			H	\$ 11.11	\$ 11.54	\$ 12.04	\$ 12.58	\$ 13.11	\$ 13.71
			OT	\$ 11.39	\$ 11.84	\$ 12.35	\$ 12.91	\$ 13.45	\$ 14.07

CIVIC SERVICE UNION 52

THE FOLLOWING ADDENDA TO THE
1996-1998 COLLECTIVE AGREEMENT
ARE INDIVIDUAL ADDENDA BUT ARE GROUPED
TOGETHER FOR SIGNING PURPOSES ONLY.

ADDENDA

- I. Compressed Hours of Work Program - Aqualta - Water Trouble Dispatch
- II. Compressed Hours of Work - Edmonton Power Inc. - Public Service Representatives

ADDENDUM TO THE 1996-1998 COLLECTIVE AGREEMENT

WITH RESPECT TO HOURS OF WORK

between

EPCOR UTILITIES INC.

and

EDMONTON POWER INC.

AQUALTA INC.

ELTEC INC.

subsidiary companies of EPCOR
(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

COMPRESSED HOURS OF WORK PROGRAM – WATER TROUBLE DISPATCH (PUBLIC SERVICE REPRESENTATIVES) AQUALTA

The following provisions shall apply to those employees of Aqualta engaged in a compressed work week program.

Unless otherwise specified, clauses contained in the Main Agreement shall continue to apply. Clauses in this Addendum which have the same numerical designation as clauses in the Main Agreement shall 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 shall prevail in respect of employees engaged in this compressed hours of work program.

6. WORKING CONDITIONS6.01. Hours of Work

6.01.01. Employees engaged in the compressed hours of work program shall 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 shall equal forty (40) hours per week and/or eighty hours per pay period over the duration of the shift rotation.

6.01.02. There shall be a minimum twelve (12) hour interval between the completion time 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 shall receive the regular rate of pay for each hour of the first shift worked and shall receive the overtime premium for each hour of the next shift worked.

6.01.03. Where relief personnel are required, their average daily hours of work times five (5) shall 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. Such employees must receive at least eight (8) hours off between shifts. In the event that any of the foregoing conditions are not met, the employees shall receive overtime pay for the first shift worked.

6.02 Overtime Work

6.02.01 Relief personnel shall 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

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

6.07 Shift Differential

An employee who works a scheduled shift, one-half(1/2) or more of which falls between 16:00 and 08:00 hours, shall receive a shift differential of one dollar and ten cents (\$1.10) for each hour of that shift. An employee shall be eligible for shift differential for regularly scheduled hours worked at premium fares on statutory holidays only.

7. REMUNERATION

7.01 Wages

7.01.01 *Employees shall be paid on a bi-weekly basis based on the rates of pay contained in Appendix 1 - Schedule of 'Wages. When an employee ceases to participate in this compressed work week program, the Company shall compare the hours which an employee worked with the wages they have received and shall either pay the employee for hours worked for which they have not been paid, or shall deduct from monies owing to the employee for hours not worked for which they were paid, as the case may be.*

8. FRINGE BENEFITS

8.01. Statutory Holidays

8.01.05. *A day's pay for a statutory holiday or a day off with pay in lieu of a statutory holiday shall be equal to the monetary or time equivalent of eight (8) hours' work.*

8.08 *Vacation leave and sick leave usage shall 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) month's 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 shall 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 shall not be paid.

32. DURATION OF THE COMPRESSED WORK WEEK

It is agreed that, subject to reversion rights, the compressed work week program shall continue in effect for the period date of ratification to January 2, 1999. At the conclusion of this period, the parties may decide to request continuance of this compressed work week program or to discontinue said program.

ADDENDUM TO THE 1996-1998 COLLECTIVE AGREEMENT

WITH RESPECT TO COMPRESSED HOURS OF WORK

between

EPCOR UTILITIES INC.

and

EDMONTON POWER INC.

AQUALTA INC.

ELTEC INC.

subsidiary companies of EPCOR

(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

COMPRESSED HOURS OF WORK PROGRAM – EDMONTON POWER INC. – PUBLIC SERVICE REPRESENTATIVES – (12 HOUR SHIFTS)

The following provisions shall apply to those employees of Edmonton Power Inc. – Public Service Representatives; engaged in a compressed hours of work program based on twelve (12) hour shifts.

Unless otherwise specified, clauses contained in the Main Agreement shall continue to apply. Clauses in this Addendum which have the same numerical designation as clauses in the Main Agreement shall 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 shall prevail with respect to employees engaged in the compressed work week.

6. WORKING CONDITIONS6.01 Hours of Work

- 6.01.01 Employees engaged in the compressed hours of work program shall have a shift schedule that allows for a combination of eight (8) and twelve (12) hour shifts, per work day, including time off for lunch, where appropriate, as set out in the shift schedule. The average daily hours of work times five (5) for such employees shall equal forty (40) hours per week and/or eighty (80) hours per pay period, over the duration of the shift rotation cycle.
- 6.01.02 There shall be a minimum twelve (12) hour interval between completion time of one shift and the commencement time of the next shift assigned to a shift worker. In the event that a shift worker is scheduled or rescheduled to work a shift which does not allow for the minimum twelve (12) hour interval, they shall receive the regular rate of pay for each hour of the first shift worked and shall receive the overtime premium for each hour of the next shift worked.
- 6.01.03 Where relief personnel are provided, they shall work an average of forty (40) hours per week and/or eighty (80) hours in a pay period over a complete shift rotation cycle, 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. Such 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 shall receive overtime pay for the first shift worked.
- 6.01.04 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 shall 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 shall 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 shall receive overtime pay for the first shift worked.
- 6.01.10 Where relief personnel are provided, they shall 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 shall they work more than two (2) shifts in any twenty-four 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 shall receive overtime pay for the first shift worked.

6.02 Overtime Work

6.02.01 Relief personnel shall 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

6.05.06 The premium rates of pay specified in the Main Agreement shall be paid only to those employees who work on the actual calendar day as recognized by the Company. An employee who commences their shift before or during the statutory holiday shall be paid the premium rate for only those actual hours which fall during the statutory holiday.

6.07 Shift Differential

An employee who works a scheduled shift, one-half (1/2) or more of which falls between 16:00 and 08:00 hours, shall receive a shift differential of one dollar and ten cents (\$1.10) for each hour of that shift. An employee shall be eligible for shift differential for regularly scheduled hours worked at premium rates on statutory holidays only.

7. REMUNERATION

7.01.01 Wages

Employees shall be paid on a bi-weekly basis based on the rates of pay contained in Appendix I - Schedule of Wages. When an employee ceases to participate in this compressed work week program, the Company shall compare the hours which they have worked with the wages they have received and shall either pay the employee for hours worked for which they have not been paid, or shall deduct from monies owing to them for hours not worked for which they were paid, as the case may be.

8. FRINGE BENEFITS

8.01 Statutory Holidays

8.01.05 A day's pay for a statutory holiday or a day off with pay in lieu of a statutory holiday shall be equal to the monetary or time equivalent of eight (8) hours' work.

8.01.08 Vacation leave and sick leave usage shall 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) month's 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 shall 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 shall not be paid.

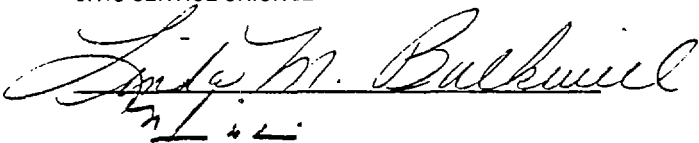
32. DURATION OF THE COMPRESSED WORK WEEK

It is agreed that, subject to reversion rights, the compressed work week program shall continue in effect for the period date of ratification to January 2, 1999. At the conclusion of this period, the parties may decide to request continuance of this compressed work week program or to discontinue said program.

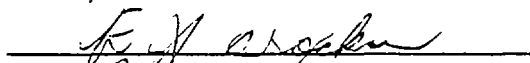
Signed this 4th day of December, A.D. 1997.

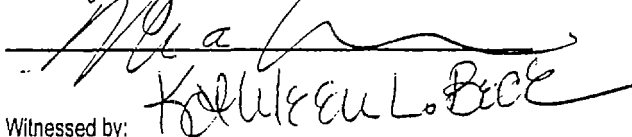
CIVIC SERVICE UNION 52

EPCOR Utilities Inc.

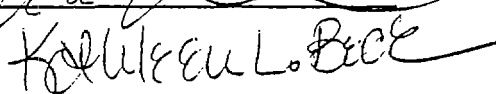








Witnessed by:



CIVIC SERVICE UNION 52

THE FOLLOWING GROUPS OF **LETTERS OF**
UNDERSTANDING TO THE 1996-1998 COLLECTIVE
AGREEMENT ARE INDIVIDUAL **LETTERS OF**
UNDERSTANDING **BUT** ARE GROUPED TOGETHER FOR
SIGNING PURPOSES ONLY.

LETTERS OF UNDERSTANDING

- I. Staggered **Hours** of Work and Flexible Hours of Work Programs
- II. Banked Overtime
- III. Work Experience Programs
- IV. Articles 22 and 23 Position Evaluation
- V. Improvement Teams
- VI. Labour Management Forum
- VII. Utility Services – Joint Classification Review
- VIII. Health and Welfare Letters

LETTERS OF UNDERSTANDING

between

EPCOR UTILITIES INC.
and
EDMONTON POWER INC.
AQUALTA INC.
ELTEC INC.
subsidiary companies of EPCOR
(hereinafter referred to as the "Company")

Of The First Part

- and -

- CIVIC SERVICE UNION 52
(hereinafter called the "Union")

Of The Second Part

I. STAGGERED HOURS OF WORK AND FLEXIBLE HOURS OF WORK PROGRAMS

** It is agreed by the parties to this Agreement that the Company may establish staggered hours of work and flexible hours of work programs in accordance with the following provisions:

1. Staggered hours or flexible hours of work may be established between the hours of 07:30 and 17:30.
2. Unpaid lunch breaks may, provided the management supervisor and the affected employee agree, extend between one-half (½) hour and one and one quarter (1¼) hours.
3. Where the Union and the Company agree, the Company may establish other staggered or flexible hours of work programs.
4. The Company shall advise the Union of all work locations, business units and/or Companies participating in staggered or flexible hours of work involving employees falling within the jurisdiction of the Union.
5. Postings shall contain a statement to denote those positions which are subject to a staggered or flexible hours of work program.
6. A work unit, business unit and/or Company may amend the hours of work and/or unpaid lunch breaks of employees participating in staggered or flexible hours of work programs, provided that such changes are in accordance with the hours specified in clauses 1. and 2. above.
7. Employees participating in a staggered hours or flexible hours of work program may request an amendment to their hours of work and/or unpaid lunch breaks. Such an amendment may be made within the hours specified in clauses 1. and 2. above, provided that concurrence is received from the department.
8. A work unit, business unit and/or Company may terminate a staggered or flexible hours of work program by providing one (1) month's written notice to employees participating in such program.
9. Employees participating in a staggered or flexible hours of work program may terminate such program by providing one (1) month's written notice by a majority of participating employees to the management supervisor in that area.

II. BANKED OVERTIME

** It is agreed by the parties that, for the duration of the 1996 - 1998 Collective Agreement, employees shall be eligible to extend their banked overtime maximums in accordance with the following provisions:

1. An employee who has accumulated his banked overtime year maximum (ten {10} times his average daily hours of work) may bank further hours worked at premium rates, provided the appropriate management supervisor concurs with such additional banking of monies. If the management supervisor does not allow the employee to bank further hours worked at premium rates, then the employee shall be paid for such hours worked at premium rates.

2. *Employees, who are permitted to bank monies in addition to the maximum allowed by the provisions of 6.03.01. of the 1996 - 1998 Collective Agreement, shall have the time equivalent of such monies taken off at a time directed by the Company, unless mutual agreement between /he employee and /he Company has been reached as to when such time equivalent is to be taken off.*
- a. *Employees shall not be permitted to receive a cash pay out for monies banked beyond the limits described in clause 6.03.01. of the 1996 - 1998 Collective Agreement, unless such pay-out is approved by the appropriate management supervisor.*
4. *If, on the last pay ending in April of each year, an employee has accumulated time remaining in the bank, then the employee shall have the time equivalent of the carry-over included as part of their maximum bank for that next banked overtime year, as described in clause 6.03.01. of this Collective Agreement.*
5. *Hours worked at premium rates shall include overtime work, pay for work on statutory holidays and pay for work on off days*

III. WORK EXPERIENCE PROGRAMS

**

1. *It is mutually agreed by the parties, that the Company may participate in the following Work Experience/Education Programs:*
 - (a) *Grant MacEwan Community College*
 - Edmonton Public School Board*
 - (c) *Edmonton Separate School Board*
 - (d) *NAIT Safety (relative to the Company's Safety "Partnership" with the Province)*
 - (e) *University of Alberta -- Engineering and Business Co-op Programs*
 - (f) *the EPCOR Summer Student Employment Program*
2. *Any wages or compensation and working conditions for the individuals participating in such work experience programs shall 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 shall endeavour to develop terms and conditions of employment that are consistent with the existing provisions in this Collective Agreement*
3. *The Company shall 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 such programs.*
4. *Additionally, if it is agreed that the Company's participation in these Work Experience programs shall not displace existing permanent or temporary employees or threaten the job security of employees falling within the scope of this Agreement*
5. *Should the Company wish to participate in any other Work Experience Education program(s), the Company shall consult with the Union accordingly and receive the Union's written agreement prior to participating in such programs.*

IV. ARTICLES 22 AND 23 – POSITION EVALUATION SYSTEM AND CHALLENGE AND APPEAL PROCEDURE

**

- i. *The parties hereby agree that during the term of this agreement a task team comprised of no more than three (3) representatives each from the Company and the Union shall meet and review the following:*
 - (a) *The interpretation and application of Articles 22 and 23,*
 - (b) *Develop alternative approaches for resolving classification differences;*
 - (c) *Alternative approaches to the evaluation, classification and assignment of compensation to positions.*
- ii. *The task team shall prepare terms of reference and recommendations for consideration by each of their principals. These recommendations shall clearly indicate any wording changes that should occur in the existing Collective Agreement between the parties.*
- iii. *In addition, the parties agree to the following interim process to resolve classification disputes:*
 - (a) *The position in question shall be audited jointly by a representative from both parties.*
 - (b) *Following the joint audit, the representatives from both parties shall work towards a mutual resolve of the classification dispute.*

- (c) *Failing a mutually agreed to resolution, the results from the joint audit will be forwarded to a mutually agreed to consultant deemed as an expert in the classification field for final adjudication on the classification dispute.*
- (d) *The cost of using said consultant will be shared equally by the parties.*
- (e) *This interim process shall be in place until a new process has been developed and agreed to or the parties agree to revert to the existing language.*

V. Improvement Teams Incentives

** *The parties agree that the following shall apply with respect to assignment to the Improvement Team.*

1. General Requirements

All team members will be expected to meet these requirements

- *collect data on performance across the organization*
- *research and benchmark business processes outside the organization*
- *analyze data and prepare business cases using re-engineering methods*
- *communicate and present business cases and recommendations to staff and executive*
- *establish and develop, as partners with line staff, improvement initiatives which lead to cost reductions, customer service improvements and revenue enhancements*
- *provide leadership in establishing an improvement culture*

2. Team Specialist Requirements

Specific individuals on the team will need these skills/experience

<i>REVIEW PERIOD</i>	<i>ALLOWANCE</i>	<i>COMPETENCIES</i>
<i>6 months</i>	<i>\$1200/year</i>	<ul style="list-style-type: none"> • <i>Presents oneself clearly and articulately when speaking with an individual or before a group</i> • <i>Demonstrates satisfactory computer skills</i> • <i>Complete re-engineering methods orientation</i> • <i>Complete teamwork orientation</i>
<i>1 year</i>	<i>\$2400/year</i>	<ul style="list-style-type: none"> • <i>Establish rapport with employees and external organizations</i> • <i>Holds self and others accountable for achieving established performance expectations (Business Process Improvement project)</i>
<i>2 years</i>	<i>\$3600/year</i>	<ul style="list-style-type: none"> • <i>Has demonstrated improved and increased professional, technical or procedural knowledge/effectiveness (computer, finance, engineering, operations, customer service and change management)</i> • <i>Demonstrated value added in completion of a major re-engineering project</i>
<i>3 years</i>	<i>\$4800/year</i>	<ul style="list-style-type: none"> • <i>Develops and uses positive strategies to influence others</i> • <i>Greater level of demonstrated improvement, increased professional, technical or procedural knowledge/effectiveness (computer, finance, engineering, operations, customer service and change management)</i> • <i>Recognized by line management and staff as a contributor to improvement and entrepreneurial culture</i>

4. *It is agreed this allowance is not part of base salary and therefore not a promotion.*

Signed this 4th day of December, A.D. 1997.

CIVIC SERVICE UNION 52

[Signature]

[Signature]

Witnessed by: [Signature]

EPCOR Utilities Inc.

[Signature]

LETTER OF UNDERSTANDING

between
EPCOR UTILITIES INC.
and
EDMONTON POWER INC.
AQUALTA INC.
ELTEC INC.
subsidiary companies of EPCOR

(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

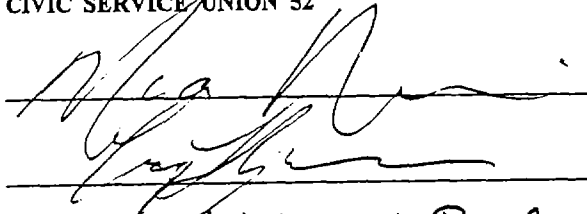
UTILITY SERVICES - JOINT CLASSIFICATION REVIEW

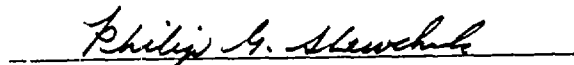
The parties hereby agree to conduct a joint classification review based on the pending organizational changes in Utility Services, which may or may not result in changes to the Utility Service Representative classification.

SIGNED this Fifteenth day of April, A.D. 1997.

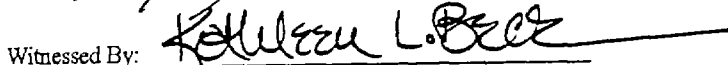
CIVIC SERVICE UNION 52

EPCOR







Witnessed By: 

LETTER OF UNDERSTANDING

LETTER # VII

between
EPCOR UTILITIES INC.
and
EDMONTON POWER INC.
AQUALTA INC.
ELTEC INC.
subsidiary companies of EPCOR

(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

LABOUR MANAGEMENT FORUM

In the interests of fostering a partnership between the Union and the Company, the parties agree to establish a regular forum to encourage dialogue between the parties on the implementation, interpretation and operation of the Collective Agreement and / or the effect of Company or Union initiatives on the Collective Agreement-

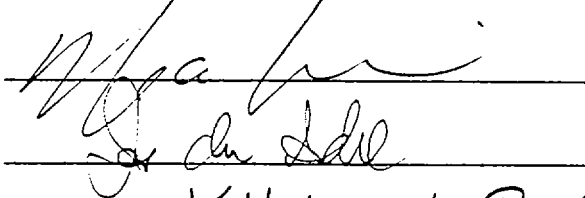
This forum shall involve no more than six (6) representatives from each party and shall be held once every four (4) to six (6) weeks.

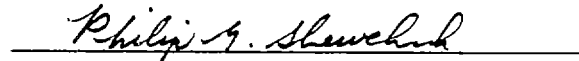

Specific terms of reference shall be developed jointly by the forum participants and approved by the principals of both parties.


SIGNED this Fifteenth day of April, A.D. 1997.

CIVIC SERVICE UNION 52

EPCOR



Witnessed By: 

1001 Health and Welfare Benefits Letters of Understanding

The terms and conditions of Part II as contained in the Collective Agreement dated January 22, 1995 to January 6, 1996 will continue to be in force and effect as minimums except where specifically referenced as per the following letters of understanding.

LETTER OF UNDERSTANDING

between

EDMONTON POWER

- and -

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1007 (POWER UNIT)
CIVIC SERVICE UNION 52
COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION, LOCAL 829
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 30

In the spirit of partnership the undersigned agree that Edmonton Power will undertake to investigate the implementation of one benefit plan for all employees based on the following stated objectives and subject to the final approval by the signatories to this Letter of Understanding.

1. That the benefits provided for in the new benefit plan will be a hybrid of the three existing plans and will provide for coverage whose terms and conditions are no less extensive than what presently exists in the separate agreements.
2. That employees will not be financially disadvantaged by this arrangement, The aggregate cost of the benefit package to employees will not increase.
3. That the parties to this agreement reserve the right to withdraw from this agreement at the end of Edmonton Power's normal experience and underwriting period, or within two years of the signing of this Letter of Understanding, whichever date is first, or thereafter at the expiration date of the collective agreement in effect at the time notice of intent to withdraw is served upon Edmonton Power by the appropriate bargaining agent.
4. Any benefit flowing to employees as a result of this Letter of Understanding shall not be introduced in collective bargaining,
5. Edmonton Power agrees to full disclosure of any subsequent introduction of new benefits to any employee group during the life of this Letter of Understanding.

SIGNED this eighth day of May, A.D. 1996.

Kelly Budge
IBEW, LOCAL 1007

Bob Grose
CIVIC SERVICE UNION 52

Merv Schmidt
CEP LOCAL 829

Gerry Footz
CUPE, LOCAL 30

Allan Cunningham
EDMONTON POWER

LETTER OF UNDERSTANDING

between

EPCOR UTILITIES INC.
and its subsidiary companies

EDMONTON POWER INC.
AQUALTA INC.
ELTEC INC.

(hereinafter referred to as the 'Company')

Of the First Part

and

LOCAL NO. 1007, THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
CIVIC SERVICE UNION 52

THE COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION, LOCAL 829
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 30

(hereinafter referred to as the 'Union')

Of the Second Part

HEALTH AND WELFARE BENEFITS

The parties hereby agree that further to the Letter of Understanding signed by the parties on May 08th, 1996 respecting the above noted subject, the interpretations, clarifications, processes and benefit provisions listed below shall apply. It is mutually understood by the parties that this Letter of Understanding shall not supersede the Letter of Understanding signed on May 08th, 1996, and it shall be considered in addition to the May 08th, 1996 Letter of understanding on this same subject.

- (1.) The provisions and benefits relating to the Long Term Disability Plan, Group Life Insurance Plan, Supplementary Health Care Plan and the Dental Plan shall be in accordance with Contract Number 50905, between the Company and the Sun Life Assurance Company of Canada (the benefit plan underwriter/carrier/administrators). These benefit provisions are referenced in the CSU 52 Collective Agreement (January 22, 1995 to January 6, 1996) – Part II as Clauses 2, 4, 6 and 7 respectively.
- (2.) The Income Protection Plan (Short-Term Disability Plan), outlined in Clause 1 – Part II of the CSU 52 Collective Agreement (January 22, 1995 to January 6, 1996); shall be amended in accordance with the Company document entitled "EPCOR – Short-Term Disability Plan" which was released in November of 1996.

This plan provides for Short Term Disability (STD), in the form of salary continuation and ensures that an employee's income is protected in the event of a non-occupational injury or sickness absence from work in excess of three (3) hours to a maximum of eighty-five (85) days per incident. Permanent or probationary employees working at least twenty (20) hours per week and who have completed the waiting period will be entitled to eighty-five (85) working days per incident at 100% of their salary.
- (3.) The provisions and benefits respecting the Wind-Up of the Former Income Replacement Plan, the Alberta Health Care Plan, the section dealing with the General Application of Plans plus Clause 9.02 from the CSU 52 Collective Agreement regarding Administration of Plans, shall be in accordance with the existing clauses and verbiage in Part II of the CSU 52 Collective Agreement (January 22, 1995 to January 6, 1996).
- (4.) The Company will be responsible for co-ordinating, at minimum, quarterly meetings with the appropriate Union(s) partners, Company representatives and representatives from Sun Life Assurance of Canada. These quarterly meetings shall provide a forum for consultation, discussion and learning by all of the parties. In addition, the meetings shall provide an ongoing feedback and evaluation mechanism regarding the administrative issues or concerns that may arise throughout the term of the contract between the Company and Sun Life Assurance of Canada.
- (5.) Union or employee concerns and/or appeals respecting the administration of the Long Term Disability Plan as underwritten by the Sun Life Assurance Company of Canada, shall be brought to the attention of the Company's Rehabilitation Co-ordinator. The Rehabilitation Co-ordinator shall refer the concern or appeal to the medical consultant retained by EPCOR. In the event that the medical consultant supports the Union or employee concern and/or appeal, then the Company agrees to forward and represent this concern and/or appeal on behalf of the Union or employee with the Sun Life Assurance Company of Canada. In the event that the medical consultant does not support the Union or employee concern and/or appeal the parties agree that there shall be a joint medical review meeting convened between the Company, Union and the medical consultant retained by EPCOR. It is further agreed

that this medical review meeting shall be chaired by an independently selected medical consultant *who* is mutually agreed to by the parties. At this meeting each of the parties shall have the opportunity to present their medical evidence and any other relevant information or documentation to the independent medical consultant. Following the joint medical review meeting the independent medical consultant shall provide a final decision on the matter to each of the parties. Based on the decision the Company and/or the Union would take the appropriate action with Sun Life Assurance Company of Canada and/or the employee.

The costs of the medical review meeting process shall *be* borne by the Company.

SIGNED this 25th day of February, A.D. 1997.

IBEW, LOCAL 1007

EPCOR

Kelly Budge

Allan Cunningham

CIVIC SERVICE UNION 52

Mia Norrie

Philip G. Shewchuk

CEP, LOCAL 829

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