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2002 – 2003 COLLECTIVE AGREEMENT

between

EPCOR UTILITIES INC.

(hereinafter called the "Company")



-and-

CIVIC SERVICE UNION 52

(hereinafter called the "Union")



Duration:

February 9, 2003 to December 27, 2003

Agd. coded
D.F.
Done 2/05

11008(03)

COLLECTIVE AGREEMENT

Between

EPCOR UTILITIES INC.
(hereinafter referred to as the "Company")

Of the first Part

• and •

CIVIC SERVICE UNION 52
(hereinafter referred to as the "Union")

Of the Second Part

Duration: February 9, 2003 to December 27, 2003

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NOTES:

1. **Any** words which have been added have been put in ‘italics’.
2. An asterisk (*) designates a clause that existed in the previous Agreement which has been reworded.
3. A double asterisk (**) designates a new clause.

COLLECTIVE AGREEMENT

Between

EPCOR UTILITIES INC.
(hereinafter referred to as the "Company")

Of The First Part

- and -

CIVIC SERVICE UNION 52
(hereinafter referred to as the "Union")

Of The Second Part

WHEREAS:

In the spirit of partnership the parties will endeavour to create and maintain a positive and harmonious workplace. 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 *effective from February 9, 2003 to December 27, 2003.*

This Agreement shall take effect on the above-specified 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 scheduled hours of work assigned to an employee, exclusive of overtime, in a bi-weekly pay period divided by ten (10). The scheduled hours of work 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. 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.

3.05. Continuous Employment

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

3.06. 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 non-compensable illness or injury.

3.07. 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.

3.08. 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. DEFINITIONS (cont'd)

3.09. 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.

3.10. Monthly Salary

The words "monthly salary" when used in this Agreement shall mean:

Bi-weekly pay at the regular rate **of** pay $\times \frac{26.1}{12} =$ Monthly Salary.

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3.11. 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.

3.12. Pari-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.

3.13. 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.

3.14. 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.

3.15. 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.

3.16. 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. DEFINITIONS (cont'd)

3.17. 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 nine hundred and forty-four (1,944)* hours of temporary service in a position coming within the scope of this Agreement in a period of three (3) consecutive years. Temporary service 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.

3.18. Red Circled Employee

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The words "red circled employee" when used in this Agreement shall mean those employees whose regular rate of pay exceeds the maximum salary of their current position classification. Employees with this status will not be eligible for any negotiated increases until such time as the maximum salary for their current classification meets or exceeds their regular rate of pay.

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. DEFINITIONS (cont'd)

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 Dispute Resolution Process 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. The Union and the Company may mutually agree to increase or decrease the period that past disciplinary notices are deemed void and removed from the employee's Personnel file.

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. MANAGERIAL RESPONSIBILITIES (cont'd)

4.05. No Strike Or Lockout

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

5. UNION SECURITY

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

The Company 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. *1c* 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 C


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.

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6. WORKING CONDITIONS (cont'd)

6.01. Hours of Work (cont'd)

- 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 periods. ~~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. WORKING CONDITIONS (cont'd)

6.02. Overtime Work

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- 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 or II.
- 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

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- 6.03.01. An employee may choose to be paid half of their overtime earnings and credit an equal dollar amount to their overtime bank, or to credit their total overtime earnings to their overtime bank.
- 6.03.02. **An** employee may choose to have some or all of their overtime bank paid out in cash.

6. WORKING CONDITIONS (cont'd)

6.03. Banked Overtime (cont'd)

- 6.03.03. Time **off** from an employee's overtime bank requires the mutual agreement of the employee and the Company.
- 6.03.04. The time equivalent of an employee's overtime bank shall be calculated by dividing the dollar amount credited to their overtime bank by their regular rate of pay at the time the banked overtime is to be taken.
- 6.03.05. Effective the first pay period of Match, 2001, the Company may pay out some or all of the banked overtime accumulated by employees.
 - 6.03.05.01. The Company will provide a minimum of six (6) months written notice to employees of its intent to pay out.
 - 6.03.05.02. The Company may pay out banked overtime at intervals of two (2) years following the first pay out.
 - 6.03.05.03. Under extenuating circumstances, an employee may request the Company not to pay out all of their banked overtime. Such requests will be in writing, describing the extenuating circumstances and the time equivalent the employee wishes to retain in their bank. The Company will provide a written response to such requests.

6.04. Pay for Work on Off Days

- 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 or II.
- 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 or II.
- 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. WORKING CONDITIONS (cont'd)

6.05. Pay for Work on Statutory Holidays (cont'd)

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.

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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 or II, Schedule of Wages.

6.07. Shift Differential

6.07.01. *Except as provided in 6.07.02.,* 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.

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A 1.55/hr

Effective on February 9, 2003 the shift differential shall be increased to one dollar and fifty-five cents (\$1.55).

6.07.02. ****** *Those full-time employees in the Utilities Services Representative I classification (Class Code 0155) who work in the Call Centre, Billing, Collections, Enrollment and Customer Service areas who work scheduled hours & work between 21:00 and 06:00 shall receive a shift differential & one dollar and ten cents (\$1.10) per hour for all hours worked between such hours. Employees shall not be eligible for shift differential for applicable hours worked at premium rates except that employees shall be eligible for shift differential for applicable hours worked on statutory holidays.*

NOTE: Part-time employees are not eligible for Shift Differential.

Effective February 9, 2003 the shift differential shall be increased to one dollar and fifty-five cents (\$1.55).

6. WORKING CONDITIONS (cont'd)

6.08. Weekend Work Premium

6.08.01. * *Except as provided in 6.08.02., 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.*

*11c3+4
Other.*

6.08.02. ** *Those employees in the Utilities Services Representative I classification (Class Code 0155) who work in the Call Centre, Billing, Collections, Enrollment and Customer Service areas shall not be eligible for Weekend Work premium.*

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 or II).

Any reduction from forty (40) hours 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.

*11c7
1401M*

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.

6.11.03. 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.

*11c5
Other*

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 or II) 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. *The parties hereby agree that Articles 7.01.03 and 7.01.03.01 shall remain in force and effect until December 27, 2003.*

*

It is further provided that Article 7.01.03 shall apply to situations where employees who were hired prior to October 24, 1999 are promoted into higher level positions/pay bands. In other words, once promoted, such individuals would progress in accordance with the provisions of 7.01.03.

*

After December 27, 2003 all employees would progress through the pay ranges in accordance with the provisions of 7.01.03.01., irrespective of their date of hire, and such progression would apply in situations of new hires, promotions, demotions and transfers.

*

It is further understood that those employees at step "B/2" or step "C/3" of Appendix I in the pay progression described in Article 7.01.03 on December 27, 2003 will be moved to the appropriate pay progression timeframe as referenced in Article 7.01.03.01 effective December 28, 2003.

*

All permanent and probationary employees falling within Appendix I 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/1 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 B/2 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/3 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/4 of their assigned pay range.

7. REMUNERATION (cont'd)

7.01. Wages (cont'd)

7.01.03. (cont'd)

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/5 of their assigned pay range.

7.01.03.01.

*

The following provisions shall apply to employees hired after October 24, 1999 and shall be applicable to all employees effective December 28, 2003:

*

All permanent and probationary employees *falling within Appendix I* 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/1 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 B/2 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 C/3 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/4 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/5 of their assigned pay range.

7.01.03.02.

**

All permanent and probationary employees who are included in Appendix II of this Agreement shall progress in accordance with the terms outlined in Appendix II.

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. or 7.01.03.01 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. REMUNERATION (cont'd)

7.01. Wages (cont'd)

- 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~~ rate of pay. Further movement throughout the pay range will occur in accordance with the schedule outlined in 7.01.03, or 7.01.03.01.
- 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. REMUNERATION (cont'd)

7.03. Implementation of Negotiated Increases

7.03.01. All employees, other than red-circled employees, shall have applied to the annual rate in Appendix I *or the hourly rate in Appendix II*, for the class assigned to their position, the increase negotiated for such class. The result *in Appendix I* shall be rounded off to the nearest dollar ~~for~~ *the Annual rate in Appendix I*. The bi-weekly rate shall be determined by dividing the annual rate by twenty-six point one (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.

7.03.02. *All employees, other than red-circled employees who are included in Appendix II shall have applied to their hourly rate the increase negotiated for such class and the result shall be rounded to the nearest cent.*

8. FRINGE 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 *this Section*.

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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 *this Section*.

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 *in accordance with the provisions in Article 30.08*.

14e

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~~ 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. FRINGE BENEFITS (cont'd)

8.01. Statutory Holidays (cont'd)

- 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.

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

- 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:

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

Handwritten calculation:

12	6
3	1
4	7
5	16
6	22

- 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.
- 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.
- 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. FRINGE BENEFITS (cont'd)

8.02. Annual Vacation Leave (cont'd)

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:

- e From date of hire/entry – six (6) percent of straight time bi-weekly pay
- e On or after the seventh (7th) Vacation Anniversary – eight (8) percent of straight time bi-weekly pay
- e 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. *Except as provided in 8.02.08.01.,* 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. FRINGE BENEFITS (cont'd)

8.02. Annual Vacation Leave (cont'd)

- 8.02.08.01. ****** *Those employees in the Utilities Services Representative I classification (Class Code 0155) who work in the Call Centre, Billing, Collections, Enrollment and Customer Service areas may, for the months of July and August, have their vacation leave entitlement limited to two (2) weeks of vacation leave. Outside of this period 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.*
- 1205
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 twenty-eight (28) consecutive calendar days shall have their Annual Vacation Leave entitlement reduced on a pro-rated basis to reflect the absence in excess of twenty-eight (28) consecutive calendar days.
- 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 accumulated vacation credits (annual vacation entitlement and carryover). However, the Company shall establish an annual period of *January 1 to December 31* for the purpose of scheduling vacation leave.

8. FRINGE BENEFITS (cont'd)

8.02. Annual Vacation Leave (cont'd)

8.02.18.

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For the purposes of scheduling vacation leave between April 01 and December 31, a vacation schedule shall be posted on Company bulletin boards no later than February 01 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 01, 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.

All requests to use vacation leave between January 01 and April 01 will be granted subject to the Company's operational requirements and shall not affect an employee's ability to exercise their first choice for the period of April 01 to December 31.

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.

An accredited representative to the negotiating committee for the Union, 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 accredited employees at least thirty (30) calendar days prior to the earliest opening date of the Collective Agreement.

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Note: See Letter of Understanding VIII

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.

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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. FRINGE BENEFITS (cont'd)

8.03. Leave of Absence (cont'd)

8.03.01. Leave With Pay (cont'd)

8.03.01.02. Bereavement Leave

A permanent or provisional 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.

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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 provisional 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.

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8. FRINGE BENEFITS (cont'd)

8.03. Leave of Absence (cont'd)

8.03.01. Leave With Pay (cont'd)

8.03.01.04. Leave for Medical and Dental Appointments (cont'd)

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.

Employees are encouraged to schedule such appointments at the start or end of their shift. An employee whose absence exceeds three (3) hours for a medical or dental appointment may use banked overtime, vacation credits, short term disability benefits (where applicable), or such other arrangement mutually agreed by the employee and the supervisor to avoid a loss of pay for the period in excess of three (3) hours.

8.03.01.05. Citizenship Court

An employee shall be granted one-half (1/2) 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.

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

8.03.02.02.01. In the event that an employee becomes a full-time official of the Union, they 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.

*1 day
NL*

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 and Parental Leave

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8.03.02.03.01. *Maternity and/or Parental Leave, relating to the birth or adoption of a child, shall be granted by the Company in accordance with Company Policy and consistent with existing Provincial and Federal Legislation.*

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8. FRINGE BENEFITS (cont'd)

8.03. Leave of Absence (cont'd)

8.03.02. Leave Without Pay (cont'd)

8.03.02.03. Maternity and Parental Leave (cont'd)

8.03.02.03.02. *Maternity leave is the unpaid voluntary leave relating to the birth of a child. Parental leave is the unpaid voluntary leave relating to the birth or adoption of a child.*

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

"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.

8.03.02.03.03. *The Company shall grant maternity/parental leave in accordance with the following:*

Upon written application to their manager, maternity/parental leave will be granted to employees employed for at least twelve (12) consecutive months. Except where otherwise specified in the Employment Standards Code, should no application be made by employees for maternity/parental leave, and they fail to report for work, the employees will be deemed to have resigned their position and the Company will be under no obligation to provide future employment.

8.03.02.03.04. *

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Maternity leave shall be for a maximum period of fifteen (15) weeks. Parental leave shall be for a maximum period of thirty-seven (37) weeks. Birth mothers shall be eligible to combine such leave for a period of fifty-two (52) weeks. A birth mother, who takes both maternity and parental leave, must take the leaves consecutively.

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8.03.02.03.05. *

Maternity leave shall be applied for in writing at the earliest possible date, but not less than six (6) weeks prior to the date maternity leave is to commence. Such leave may commence at any time up to twelve (12) weeks prior to the estimated date of delivery. If a female employee is unable to perform the duties of her position or such alternate position as may be made available for which she is qualified, and in the absence of any valid, health-related disability attributable to the pregnancy, the employee shall be required to immediately commence maternity leave in accordance with the applicable provisions of the Employment Standards Code.

8.03.02.03.06. *

Parental leave shall be applied for in writing not less than six (6) weeks prior to commencement of such leave. Parental leave can begin at any time after the birth or adoption of the child but it must be completed within fifty-two (52) weeks of the date of birth, or the date an adopted child is placed with the parent.

8. FRINGE BENEFITS (cont'd)

8.03. Leave of Absence (cont'd)

8.03.02. Leave Without Pay (cont'd)

8.03.02.03. *Maternity and Parental Leave (cont'd)*

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8.03.02.03.07.

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

Female employees who are members of the Company's Disability Plans as provided for by the Company and who provide medical evidence satisfactory to the Company to substantiate their disability for the valid, health-related portion of their pregnancy may, subject to the terms of the Company's Supplemental Unemployment Benefits Plan (SUB Plan), qualify for SUB Plan benefits for the duration of the valid, health-related period. Receipt of 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 SUB Plans during the valid, health-related portion of their pregnancy will be governed by the terms of the Company's Disability Plans.

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

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8.03.02.03.08.

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

8.03.02.03.09.

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

8.03.02.03.10.

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

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. FRINGE BENEFITS (cont'd)

8.03. Leave of Absence (cont'd)

8.03.04. Other Leaves of Absence

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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. Laboratory Workers

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

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

8. FRINGE BENEFITS (cont'd)

8.05. Clothing (cont'd)

8.05.02. Survey Crew Workers

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

During their first (1st) 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.

8.05.03. 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 a permanent employee is required to wear safety footwear, the Company will subsidize the purchase of C.S.A. approved boots or shoes, by an employee, in the amount of seventy-five percent (75%) of the cost of such safety footwear.*

The Company will also reimburse the employee one-hundred percent (100%) of the cost of liners, insoles, and repairs to safety footwear.

All initial purchases, subsequent purchases and repairs must be justified by operational requirement, fair wear and tear and just cause.

The maximum footwear subsidy per employee per year shall be five hundred dollars (\$500.00).

An employee who does not complete thirty (30) days continuous employment with the Company shall not be eligible for 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.

8.08. Employee Training and Career Development

(old 7.03.) There is a shared commitment to Training and Career Development by the Company and employees covered by this Agreement. Training and Career Development are both employee and Company initiated and Company supported. Educational funding for employees shall be governed by the Company's policy on Employee Training and Career Development.

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.

10. PROMOTIONS

- 10.01. In making promotions to vacant positions coming within the jurisdiction of the Union, the required knowledge, qualifications and skills (behavioural and technical) 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. *10f2* **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. During the trial period, an employee may elect to revert to his/her former position, or may be reverted by the Company.
- 10.03. Where a permanent employee is selected to fill a temporary position within the Company, the employee 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 a red circled position will be permitted to apply for, and will be considered for, a position deemed ~~as~~ being one which provides a better opportunity for future promotion, even though such employee will be red circled in that position.
- 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. EMPLOYMENT SECURITY

11.01. Layoffs and Rehires

11.01.01.

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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 permit.

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 the 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., Corporate areas
2. EPCOR Water Services Inc.
3. *Calgary Call Centre*
4. All other areas

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. EMPLOYMENT SECURITY (cont'd)

11.01. Layoffs and Rehires

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 twenty-four (24) month period.

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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) months, 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. Technological Change

11.02.01. Whenever possible, no employee shall lose employment due to technological change; however, whenever it is necessary to reduce staff, it will be done in accordance with the layoff procedures described in this Agreement.

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

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11.03. Contracting Out

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.

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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. EMPLOYMENT SECURITY (cont'd)

11.04. Transfers

11.04.01. Transfers of Red Circled Employees

11.04.01.01. No permanent employee who becomes red circled 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 red circled employee. However, an employee who is recalled to their former position in which they were red circled shall be recalled at their former rate of pay provided such recall is within twenty-four (24) months of their layoff.

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However, the Company shall have the right to transfer a red circled 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 red circled status.

11.04.01.02. 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.

11.04.02. Lateral Transfers

11.04.02.01. 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.

11.04.02.02. 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.

12. POSTING AND FILLING VACANCIES

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

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. A copy of all postings shall be sent to the Union.

12.02. Where the conditions of service indicate that the position is required to be filled immediately, a temporary appointment may be made for the duration of the posting procedure which shall in no instance exceed ninety (90) calendar days.

12.1 HIRING VACANCIES (4)

- 12.03. Should it be desirous not to fill a vacancy, the matter shall be discussed by the parties to this Agreement within ninety (90) calendar days of the vacancy occurring. This clause will not apply to temporary positions that are seasonal in nature.
- 12.04. All applications shall be addressed to the Company as indicated on the posting and shall include the return address of the applicant.
- 12.05. Upon completion of the selection process, Human Resources shall notify the Union in writing of the proposed appointee and the names of the unsuccessful applicants. Human Resources shall also notify in writing each employee who was an unsuccessful applicant of the name of the successful applicant.
- 12.06. 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 over the selection.
- 12.07. **An** unsuccessful applicant shall have ten (10) working days from the date of notification to initiate a grievance in accordance with the dispute resolution process.
- 12.08. The hiring supervisor will contact each of the unsuccessful internal applicants who were interviewed and offer to provide information as to the reasons they were unsuccessful and the knowledge, skills and experience that could be improved for future selection processes.
- 12.09. **Any** unsuccessful applicant may request a meeting with the hiring supervisor to identify the reasons for non selection to a job. The unsuccessful applicant(s) may also have a Union representative at this meeting with the hiring supervisor.
- 12.10. Appointments from within the bargaining unit shall be made within three (3) weeks of the selection of a candidate unless otherwise mutually agreed by the parties.
- 12.11. Appointments may be made by mutual agreement between the Union and the Company without posting.
- 12.12. Where the estimated duration of a temporary position is ninety (90) calendar days or less, no posting will be required. Where the estimated duration of the temporary position exceeds ninety (90) calendar days, the temporary position shall be posted. The duration of a posted temporary position shall be set out in the posting and shall be subject to the provisions of Article 19.
- 12.13. In instances where a permanent employee is appointed to temporarily act in a managerial position for a period of twelve (12) months or less and 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.
- 12.14. 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. SENIORITY (cont'd)

- 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 12.13. and 12.14. 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 are not reinstated;
- 13.06.01.02. they resign;
- 13.06.01.03. they are laid off and fail to report for work within five (5) working days after being notified in writing to do so, unless failure is due to sickness or other just cause. It 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. *6d2* 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. Unless otherwise specified in the Collective Agreement, 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/1" 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. DISPUTE RESOLUTION PROCESS

The intent of the Dispute Resolution Process is to:

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

16.01. Definitions

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

16.02. Problem-Solving

The parties agree to implement the Problem-Solving portion of the Dispute Resolution Process on a trial basis during the term of this Agreement.

- 16.02.01.** Employees, the Union or Company representatives are encouraged to resolve any dispute through face-to-face discussions with the people who:
- (a) are closest to the source of the dispute,
 - (b) possess the knowledge and ability to solve the dispute, and
 - (c) are directly affected by the outcome of problem-solving discussions.
- 16.02.02.** The discussion should include sharing relevant information to the fullest extent possible, at the earliest opportunity.
- 16.02.03.** The discussion should include an honest, respectful exchange of the interests of the people directly affected by the dispute, an exploration of options to satisfy these interests, and the development of mutually acceptable solutions.
- 16.02.04.** Problem-Solving may continue as long as the participants are mutually satisfied that progress is being made. The employee(s), Union or Company may conclude Problem-Solving at any time by notice to the other party(ies).
- 16.02.05.** An employee(s), the Union or the Company may initiate Consultation if a dispute has not been resolved by Problem-Solving, if any of the parties believe that Problem-Solving will not solve the dispute, or Problem-Solving is not the appropriate method to solve the dispute.

16.03. Consultation

- 16.03.01.** A request for Consultation shall be submitted in writing within ten (10) working days of the date that the incident causing the dispute reasonably came to the attention of the employee(s), the Union or a Company representative(s). The request shall include the details of the dispute.

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16. DISPUTE RESOLUTION PROCESS (cont'd)

16.03. Consultation (cont'd)

- 16.03.02. The Union and the Company may agree in writing to extend the date to initiate Consultation to allow Problem-Solving to take place.
- 16.03.03. A request for Consultation by an employee(s) or the Union shall be submitted to the Director of Employee Relations and Safety.
- 16.03.04. A request for Consultation by the Company shall be submitted to a Business Agent of the Union.
- 16.03.05. Once initiated, a representative of Employee Relations and Safety shall schedule a meeting of the people who are essential to resolving the dispute (as determined by the parties). The meeting may be facilitated by the Employee Relations representative and/or the Union, or another person acceptable to the parties.
- 16.03.06. The facilitator(s) will encourage honest and respectful dialogue, information sharing, and help the participants define issues, explore interests and options, and achieve mutually acceptable solutions.
- 16.03.07. Consultation shall take place as quickly as possible. The participants may continue to consult for as long as they are mutually satisfied that progress is being made. The employee(s), Union or the Company may conclude Consultation at any time by written notice to the other party(ies).
- 16.03.08. Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties unless otherwise agreed, and shall be confirmed in writing.
- 16.03.09. If a dispute is not resolved by Consultation, an employee(s), the Union or the Company may initiate a Formal Review by filing a grievance.

16.04. Formal Review

- 16.04.01. A grievance shall be initiated in writing within five (5) working days of the date that notice is received of the conclusion of Consultation. Grievances initiated by the Union shall be submitted to the Chief Executive Officer. Grievances initiated by the Company shall be submitted to the President of the Union.
- 16.04.02. A grievance shall specify the details of the dispute, including the issues, the interests of the grieving party, the clause or clauses of the Collective Agreement that are alleged to have been violated, and the desired resolution.
- 16.04.03. Following receipt of the grievance, the Chief Executive Officer or Union President (or their designates) shall convene a meeting as quickly as possible involving representatives of the Union, the Company, and other people who are essential to the resolution of the dispute (as determined by the parties).
- 16.04.04. The Chief Executive Officer or Union President (or their designates) will chair the meeting and help the participants seek a mutually acceptable resolution to the dispute. They will encourage an honest, respectful discussion of the issues, interests, options and potential solutions.
- 16.04.05. The Formal Review shall take place as quickly as possible. The participants may continue this stage for as long as they are mutually satisfied that progress is being made, or may mutually agree to refer the matter back for further Consultation.
- 16.04.06. Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties unless otherwise agreed, and shall be confirmed in writing.

16. DISPUTE RESOLUTION PROCESS (cont'd)

16.04. Formal Review (cont'd)

- 16.04.07. The employee(s), Union or the Company may conclude a Formal Review at any time by written notice to the other party(ies). Within ten (10) working days of the conclusion of the Formal Review, the Chief Executive Officer or Union President (or their designates) shall provide a written summary to the other party of their position on any issues that remain in dispute.
- 16.04.08. Provided that a grievance has been properly processed in accordance with the procedures, time limits and restrictions contained in the Dispute Resolution Process, the Union or Company may refer any grievance to arbitration if it has not been resolved by Formal Review.

16.05. Arbitration

- 16.05.01. A referral to arbitration shall be initiated in writing within ten (10) working days of receipt of written notice of the conclusion of the Formal Review.
- 16.05.02. Grievances referred to arbitration by the Union shall be submitted to the Chief Executive Officer. Grievances referred to arbitration by the Company shall be submitted to the President of the Union.
- 16.05.03. The party referring a grievance to arbitration shall notify the other party of:
- (a) its willingness to use a single arbitrator, or
 - (b) its appointee to a three-person arbitration board, and
 - (c) the details of the grievance, including the issues in dispute, the interests of the grieving party, the clause or clauses of the Collective Agreement which are alleged to have been violated, and the remedy requested.
- 16.05.04. The responding party shall notify the other party within five (5) working days of its willingness to use a single arbitrator or its appointee to a three-person arbitration board.
- * 16.05.05. If the parties fail to appoint their respective members within five (5) working days of the referral to arbitration, the appointment shall be made by the Provincial Minister (responsible for labour issues) upon the request of either party.
- 16.05.06. If the parties agree to refer the grievance to a single arbitrator, the Union and the Company shall select the arbitrator from a roster approved by the parties on an annual basis. If the parties do not agree on the selection, the arbitrator shall be drawn randomly from the roster.
- 16.05.07. Where each party has established an appointee to a three-person arbitration board, the appointees so selected shall, within fourteen (14) calendar days of the appointment of the second of them, appoint a third person who shall be the chairperson. If the two (2) appointees are unable to agree upon the choice of a chairperson within the time limit specified, they shall request the Provincial Minister (responsible for labour issues) to appoint a chairperson.
- 16.05.08. If the single arbitrator, either member of the arbitration board, or the chairperson thereof, refuses to act or is or becomes incapable of acting, a new single arbitrator, new board member or chairperson shall be appointed in accordance with the above procedure. Appointment shall be made within fourteen (14) calendar days of receipt of notice of inability or unwillingness to act. If either party fails to appoint an alternate member or if the members fail to agree upon a chairperson, the appointment shall be made by the Provincial Minister (responsible for labour issues) upon the request of either party.

16. DISPUTE RESOLUTION PROCESS (cont'd)

16.05. Arbitration

- 16.05.09. No person shall be appointed **as** a single arbitrator or member or chairperson of a three-person arbitration board if the person is directly affected by the grievance, or if the person has been involved in an attempt to negotiate or settle the dispute.
- 16.05.10. Each party shall bear the expense of its respective member and shall bear one-half of the expenses of the chairperson of the arbitration board, or single arbitrator, whichever is applicable.
- 16.05.11. Arbitration hearing dates shall be determined within twenty-eight (28) calendar days of the appointment of the single arbitrator or arbitration board.
- 16.05.12. Prior to the arbitration hearing, the parties may prepare an agreed statement of facts for submission to the single arbitrator or arbitration board.
- 16.05.13. The single arbitrator or arbitration board shall hear the grievance and render an award within **forty (40)** calendar days of the hearing. Written reasons for the decision shall be provided within **sixty (60)** calendar days of the hearing, unless the parties mutually agree that Written reasons **are** not required.
- 16.05.14. In the case of an arbitration board, the decision of the majority is the award of the board. If there is no majority, the decision of the chairperson shall be the award of the arbitration board.
- 16.05.15. The decision of the single arbitrator or arbitration board 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 single arbitrator or arbitration board.
- 16.05.16. The arbitration board or single arbitrator may quash, confirm or vary any action taken respecting the suspension, discipline or discharge of **an** employee.
- 16.05.17. The arbitration board or single arbitrator by its decision shall not alter, amend or change the terms of the Collective Agreement.

16.06. General

- 16.06.01. *ba2* The parties may mutually agree to involve a facilitator or mediator at any stage of the Dispute Resolution Process.
- 16.06.02. The time limits contained in the Dispute Resolution Process are mandatory, however, where both parties agree, the time limits contained herein may be extended. An extension of these time limits will not be unreasonably withheld by the parties. The parties may mutually agree to bypass stages or return to previous stages of the Process. Such agreements shall be confirmed in writing.
- 16.06.03. If the Union or the Company has concerns regarding the application of the Dispute Resolution Process, they will meet in an attempt to resolve these concerns.

17. REPORTING FOR DUTY

- * 17.01. *Except as* provided in 17.02., 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 the City limits. Where an employee is required to report to a new place during his regular hours of work, he shall do so without loss of pay.

17. REPORTING FOR DUTY (cont'd)

17.02. *A City of Edmonton-based employee who is intermittently assigned to report to the Genesee site or a*
** *Genesee-based employee who is intermittently assigned to report to a location within the City of*
Edmonton may be required to travel to the site outside of his normal hours of work. Where this occurs
such employee shall be provided compensation equal to the actual travel time at his regular rate of pay to
a maximum of one (1) hour each way.

17.02.01. *Where an employee is required under 17.02. to travel outside his normal hours of work he shall*
** *be provided with forty-eight (48) hours advance notice. Where such notice is not provided and*
the employee travels outside his normal hours of work, he shall receive two (2) times his regular
rate of pay for actual travel time to a maximum of one (1) hour each way until such time as the
forty-eight (48) hour notice period has elapsed.

17.03. *A City of Edmonton-based employee intermittently assigned to report to the Genesee site or a*
** *Genesee-based employee intermittently assigned to report to a location within the City of Edmonton who*
is required to utilize his personal vehicle for such travel shall receive a transportation allowance based
on one hundred and ten (110) kilometres at the current rate per kilometre.

17.04. *Employees who are required to perform work at locations other than as described in 17.01., 17.02. and*
** *17.03. will be compensated in accordance with the Company's travel policy and the current travel*
guidelines.

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

21.01. *Employees, with the exception of the Calgary Call Centre, shall be members of the Local Authorities*
** *Pension Plan in accordance with the provisions of said plan.*

21.02. *Employees of the Calgary Call Centre shall be members of the EPCOR Defined Contribution Pension*
** *Plan in accordance with the provisions of said plan and as follows:*

1301
480003

21. PENSIONS (cont'd)

21.02. (cont'd)

**

1. *The Company will provide the Union with a letter ~~from~~ a qualified actuary providing an expert opinion verifying that for the Calgary Call Centre employees the Defined Contribution Pension Plan provides a pension arrangement that ~~is~~ at least comparable in value to the LAPP for that group of employees.*
2. *The letter from the actuary will also indicate the status of funds that were transferred from Trans Alta Utilities to Aquila Networks Canada, and which remain to be transferred to EPCOR. The letter will confirm that the Defined Contribution Pension Plan is a registered pension plan under Alberta legislation and that any funds are held ~~in~~ trust for the benefit of plan members.*
3. *The Defined Contribution Pension Plan for Calgary Call Centre employees will cease to be one hundred percent (100%) Company paid, moving to a matching contribution of five percent (5%) employee and five percent (5%) Company. The Company will provide employees with three (3) months notice of the effective date of this change.*
4. *Notice ~~as~~ described in 3 will not be provided until the actuary's letter confirming the information described in 1 and 2 has been provided to the Union.*
5. *At the request of the Union the Company will arrange for an information session (or sessions) on the Defined Contribution Pension Plan as numbers warrant for Calgary Call Centre employees.*

22. POSITION EVALUATION PROGRAM

NOTE: Please refer to Letter of Understanding III.

- 601
- 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. POSITION EVALUATION PROGRAM (cont'd)

- 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. CLASSIFICATION REVIEW PROCESS**

NOTE: Please refer to Letter IV for process applicable from February 9, 2003 to implementation of the Hay Plan.

- 23.01
* where the duties of a position have significantly changed, an employee, may submit a request for the review of the classification of the job. The employee will complete the job description form, and submit it to their first level manager with a copy to the Union and Human Resources. Within twenty-one (21) calendar days of receipt the management/supervisor must review, sign off the job description and forward to Human Resources. Where the content of the position cannot be confirmed by the manager, discussions will occur between the manager and the employee. A copy of the description will be forwarded to the supervisor and to the Union.

In most instances, the date the signed job description arrives in Human Resources will be the effective date of any change. In extenuating circumstances, where it can be demonstrated that through no fault of the employee there was a significant delay in forwarding the job description, an alternate date may be considered. Human Resources will review these circumstances with management, and determine if the date should be prior to the date received in their office.

- 23.02
* Human Resources will date stamp the job description. Within ninety (90) calendar days of receipt, the Committee responsible for job classification for the CSU 52 bargaining unit positions will convene to review the job description and will provide a written decision, including rationale supporting that decision.

- 23.03
* Should the employee disagree with the decision, and choose to appeal, the employee must request that the Union initiate an appeal. This request must be in writing to the Union, with a copy to Human Resources and their supervisor, and made within fourteen (14) calendar days of receipt of the written decision. If an appeal is not initiated within this timeframe, the review will be considered concluded and no further employee initiated reviews can occur for twelve (12) months from the date of the decision.

- 23.04
* Where the Union supports an appeal, the Union will provide to Human Resources written notice of the appeal being advanced within fourteen (14) calendar days of having received the request from the employee.

- 23.05
* Within forty-five (45) calendar days of receipt of the appeal, the Committee will meet to hear the appeal. The employee, the supervisor and the Union may provide additional information for the consideration of the Committee. Such additional information must be provided to Human Resources fourteen (14) calendar days prior to the hearing date.

- 23.06
* Should the Committee alter the original decision, the effective date of the change will be in accordance with Article 23.01. This change will be processed in an expeditious manner.

- 23.07
* Should the Committee's decision be upheld, the appeal will be advanced to the Senior Vice President, Human Resources, or his designee, for review. A meeting will occur within twenty-one (21) calendar days after the decision of the Committee.

- 23.08
* The employee and the Union will present information to the Senior Vice President, Human Resources, or his designee, citing the reason for the appeal.

- 23.09
* The Senior Vice President, Human Resources, or his designee, will render a decision, in writing, within twenty-one (21) calendar days of meeting with the employee and the Union.

***23. CLASSIFICATION REVIEW PROCESS (cont'd)**

- 23.10 *Should the original decision be altered, the effective date shall be in accordance with Article 23.01.*
- 23.11 *Should the original decision be upheld, the Union may advance the appeal to arbitration in accordance with the procedures and time limits set out in Article 16.05.0.1 ~~of~~ the Dispute Resolution Process.*
- 23.12 *The Union shall notify the Company of:*
- a) *its willingness to use a single arbitrator, or*
 - b) *its appointee to a three-person arbitration board, along with*
 - c) *the rationale for advancing the appeal to arbitration.*
- 23.13 *Selection of a single arbitrator or three-person board shall be in accordance with Articles **16.05.04.** through **16.05.11.** inclusive.*
- 23.14 *Prior to the Arbitration hearing, the parties may prepare an agreed statement of facts for submission to the single arbitrator or arbitration board.*
- 23.15 *The single arbitrator or arbitration board shall hear the appeal and render a decision within forty (40) calendar days of the hearing. Written reasons for the decision shall be provided within sixty (60) calendar days ~~of~~ the hearing.*
- 23.16 *In the case of a three-person arbitration board, the decision ~~of~~ the majority ~~is~~ the award of the board. If there is no majority, the decision of the chairperson shall be the award ~~of~~ the arbitration board.*
- 23.17 *Once the award has been rendered, and should a change be warranted, the Company will implement the change in an expeditious manner.*
- 23.18 *The arbitration board, or the single arbitrator shall not alter, amend or vary any term or condition ~~of~~ this Agreement. The arbitrator's authority is limited to allocating positions to existing levels within the classification system.*
- 23.19 *The arbitration board, or the single arbitrator, shall set their own procedure with respect to the hearing. The board or arbitrator may request the testimony of appropriate persons who have knowledge of the duties and responsibilities ~~of~~ the position, the position evaluation process and such written or other evidence as they may require.*
- 23.20 *Once the arbitration board or the single arbitrator has rendered a decision, an employee may not initiate another review of their job for twelve (12) months from the date ~~of~~ the arbitration award*
- 23.21 *The mandatory time limits specified in this article **may** be waived with the mutual consent ~~of~~ both parties.*

24. SAFETY

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

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

24. SAFETY (cont'd)

- 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 employee 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

- * *120* 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 *rate of pay unless the employee has three (3) incidents of Short Term Disability (STD) in a benefit year. After three (3) incidents of STD absence in a benefit year, payment will be reduced to eighty (80) per cent of their regular rate of pay for each day of absence.*

28. MEDICAL EVALUATIONS

- 28/19* 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. JURISDICTIONAL DIFFERENCES (cont'd)

- 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.

30. PART-TIME STAFF

The following "part-time" language applies to all permanent part-time and all casual or temporary part-time employees except as otherwise stated. The following Article is new to the body of the Collective Agreement. Although the majority had been outlined in a Letter of Understanding between the parties, the entire Article has been put in italics and one asterisk appears where wording changes have occurred.

- 30.01. *Part-time shifts shall not be regularly scheduled to take the place of full-time shifts such that part-time employees supplant the requirement for full-time employees.*
- 30.02. *Part-time employees may be allowed to trade shifts with other part-time employees with prior management approval.*
- 30.03. *Further to Article 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 area thereof by ten (10) times the average daily hours of work of such full-time employees and rounding the product to the nearest cent. Part-time employees are not eligible for the overtime premium until they have completed the number of hours included in the scheduled hours of work established for the positions of full-time employees in the area.*
- 30.04. *Overtime shall normally be paid out to part-time employees on a bi-weekly basis as it is earned; however, with the prior approval of their management supervisor, part-time employees may be permitted to bank their earned overtime for the purposes of drawing on their bank when their average bi-weekly hours of work are reduced from what they have normally worked in a pay period. It is not intended that part-time employees would draw on any banked overtime to replace a shift for which they are scheduled to work.*
- 30.05. *Pay Progression: In accordance with Articles 7.01.03, and 7.01.03.01., permanent part-time employees shall be eligible to progress from one step of the pay range assigned to their position to the next assigned pay step, based on satisfactory performance, after working the equivalent number of straight time hours to meet the milestones outlined in these articles for permanent full-time employees. The process of tracking equivalent straight time hours shall be facilitated by the Company's payroll system which shall capture "Career to Date Hours" for permanent part-time employees. Straight time hours shall include the straight time portion of overtime hours worked*
- Pay progression for permanent part-time employees in the Utility Services Representative I classification (classification code # 0155) shall be in accordance with Article 7.01.03.02 and Appendix II of this Collective Agreement.*
- 30.06. *Shift Differential (6.07.) - Part-time employees shall not be eligible for shift differential for hours worked during part-time shifts. However, if a part-time employee is required to work a full-time shift to cover for a full-time employee who would normally have been eligible to receive shift differential, then the part-time employee shall be eligible for shift differential in accordance with the provisions of Article 6.07.*

30. PART-TIME STAFF (cont'd)

30.07. * *Weekend Work Premium (6.08.) – Part-time employees shall not be eligible for the weekend work premium for hours worked during weekend shifts. However, if a part-time employee is required to cover a weekend shift for a full-time employee who would normally be eligible to receive the weekend work premium, then the part-time employee shall be paid this premium in accordance with Article 6.08.*

14e
30.08. *Statutory Holidays (8.01.) – All part-time employees shall have their statutory holiday pay paid on a bi-weekly basis as a premium calculated at four point six (4.6) percent of their normal bi-weekly earnings. Should this premium payment of statutory holidays in any way violate the Employment Standards Code or disadvantage any employee(s), the parties shall meet to review this item and agree to another method of determining and paying for statutory holiday pay for part-time employees.*

14f
30.09. * *Annual Vacation Leave (8.02,03.) – The annual Vacation Leave for part-time 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 pay*

In addition, permanent part-time employees shall be entitled to request time off as Leave Without Pay, equivalent to their annual vacation benefit and they shall be entitled to exercise any applicable seniority provisions as outlined below (30.13.) when scheduling such Leave Without Pay.

14j
For the purposes of scheduling Leave Without Pay equivalent to their vacation benefit, part-time employees shall not have seniority over permanent full-time employees.

Within the group of permanent part-time employees, seniority for the purposes of scheduling Leave Without Pay, equivalent to their annual vacation benefit, shall be determined based on the "Career to Date Hours" worked by permanent part-time employees. The permanent part-time employee with the greatest number of "Career to Date Hours" worked shall be the most senior permanent part-time employee for the purposes of scheduling Leave Without Pay, equivalent to their annual vacation benefit.

14h
30.10. * *Permanent part-time employees shall be entitled to all of the EPCOR Benefits provided to permanent full-time employees. The premiums for Alberta Health Care, Dental, Extended Health Care, Life Insurance and Long Term Disability shall be the same as that described for permanent full-time employees in the EPCOR Advantage Benefits Booklet. Permanent part-time employees shall be entitled to Annual Flex Credits in accordance with the EPCOR Benefits Agreement and / or Booklet.*

For the purposes of the Short Term Disability (STD) plan, permanent part-time employees shall be entitled to the same number of days as full-time employees (eighty-five (85) working days off with pay). The amount of pay for each of those days shall be pro-rated and paid based on the terms and conditions outlined in the EPCOR Benefits Agreement and/or Booklet.

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

30. PART-TIME STAFF (cont'd)

30.11. *Further to Article 9.01., the normal probationary period ~~of~~ new permanent part-time employees shall be the number ~~of~~ hours equivalent to three (3) months ~~of~~ full-time employment, with the Company reserving the right, in certain instances to extend this probationary period ~~as~~ outlined in the Collective Agreement.*

*Permanent part-time employees in the **Utility Services Representative I** classification (classification code #0155) shall have a probationary period ~~of~~ one thousand and forty-four (1,044) hours as outlined in the wage schedule in Appendix II ~~of~~ this Collective Agreement.*

30.12. *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.*

30.13. *Seniority for permanent part-time employees, other than ~~for~~ vacation selection purposes outlined in 30.09., shall be determined as per Article 13.01., ~~of~~ the Collective Agreement.*

ERRORS AND OMISSIONS

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

SIGNED this _____ day of _____, A.D. 2003

CIVIC SERVICE UNION 52

EPCOR UTILITIES INC.

Witnessed By:

APPENDIX I - SCHEDULE OF WAGES

2002 - 7.5 HOURS/DAY

Page 1 of 3

APPENDIX I

**CIVIC SERVICE UNION 52
SCHEDULE OF WAGES
2002 (December 30, 2001 to December 28, 2002) - 7.5 HOURS**

CLASS CODE	CLASS TITLE	RATE TYPE	STEP A/1	STEP B/2	STEP C/3	STEP D/4	STEP E/5	STEP F/6
0248	Systems Analyst II	A	59,245	62,288	65,244	68,283	71,475	74,813
		B	2,270	2,387	2,500	2,616	2,739	2,866
		H	30.27	31.83	33.33	34.88	36.52	38.21
0451	Market Planner II	A	54,462	56,666	59,245	62,288	65,244	68,283
0562	Utility Rates & Planning Analyst II	B	2,087	2,171	2,270	2,387	2,500	2,616
		H	27.83	28.95	30.27	31.83	33.33	34.88
0513	Accountant II	A	53,021	55,603	58,088	60,799	63,910	66,951
0247	Systems Analyst I	B	2,031	2,130	2,226	2,329	2,449	2,565
0572	Methods Analyst II	H	27.08	28.40	29.68	31.05	32.65	34.20
4362	Laboratory Scientist II							
4304	Engineering Tech. III	A	52,296	54,541	57,025	59,963	62,832	65,701
4311	Drafting Technologist III	B	2,004	2,090	2,185	2,297	2,407	2,517
		H	26.72	27.87	29.13	30.63	32.09	33.56
0490	Public Information Officer III	A	51,270	53,472	55,906	58,787	61,600	64,413
8253	Water Services Agent III	B	1,964	2,049	2,142	2,252	2,360	2,468
		H	26.19	27.32	28.56	30.03	31.47	32.91
4364	Laboratory Supervisor	A	49,244	51,749	54,028	56,611	59,196	61,773
		B	1,887	1,983	2,070	2,169	2,268	2,367
		H	25.16	26.44	27.60	28.92	30.24	31.56
0301	Buyer	A	48,603	51,270	53,472	55,906	58,787	61,600
0357	Materials Planning Technologist III	B	1,862	1,964	2,049	2,142	2,252	2,360
0411	Home Economist II	H	24.83	26.19	27.32	28.56	30.03	31.47
0561	Utility Rates & Planning Analyst I							
3031	Plumbing & Gas Inspector I							
0489	Public Information Officer II	A	48,233	50,742	53,021	55,603	58,186	60,764
		B	1,848	1,944	2,031	2,130	2,229	2,328
		H	24.64	25.92	27.08	28.40	29.72	31.04
4303	Engineering Technologist II	A	47,804	49,817	52,296	54,541	57,025	59,963
4310	Drafting Technologist II	B	1,832	1,909	2,004	2,090	2,185	2,297
4323	Survey Technologist II	H	24.43	25.45	26.72	27.87	29.13	30.63
1031	Property Agent I	A	46,866	48,840	51,270	53,472	55,906	58,787
8252	Water Service Agent II	B	1,796	1,871	1,964	2,049	2,142	2,252
4342	Materials Technologist II	H	23.95	24.95	26.19	27.32	28.56	30.03
4359	Laboratory Technologist III	A	45,748	47,874	49,848	52,279	54,479	56,915
		B	1,753	1,834	1,910	2,003	2,087	2,181
		H	23.37	24.45	25.47	26.71	27.83	29.08
4361	Laboratory Scientist I	A	45,039	47,170	48,005	50,891	53,631	56,284
		B	1,726	1,807	1,839	1,950	2,055	2,156
		H	23.01	24.09	24.52	26.00	27.40	28.75
0005	Clerk V	A	44,739	46,866	48,840	51,270	53,472	55,906
0246	Programmer	B	1,714	1,796	1,871	1,964	2,049	2,142
0335	Stores Administrator	H	22.85	23.95	24.95	26.19	27.32	28.56
0410	Home Economist I							
0449	Market Planner I							
0512	Accountant I							
0571	Methods Analyst I							
0581	Economist I							
4415	Environment Protection Officer							
8027	Vehicle Equipment & Services Technician							

APPENDIX I

2002 - 7.5 HOURS/DAY

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CIVIC SERVICE UNION 52
 SCHEDULE OF WAGES
 2002 (December 30, 2001 to December 28, 2002) - 7.5 HOURS

CLASS CODE	CLASS TITLE	RATE TYPE	STEP A/1	STEP B/2	STEP C/3	STEP D/4	STEP E/5	STEP F/6
0418	Librarian	A	42,534	44,739	46,866	48,840	51,270	53,472
		B	1,630	1,714	1,796	1,871	1,964	2,049
		H	21.73	22.85	23.95	24.95	26.19	27.32
4302	Engineering Technologist I	A	41,604	43,385	45,634	47,804	49,817	52,296
4308	Drafting Technologist I	B	1,594	1,662	1,748	1,832	1,909	2,004
4322	Survey Technologist I	H	21.25	22.16	23.31	24.43	25.45	26.72
0510	Accounting Assistant III	A	40,789	42,534	44,739	46,866	48,733	51,270
0514	Graphic Designer I	B	1,563	1,630	1,714	1,796	1,867	1,964
0356	Materials Planning Technologist II	H	20.84	21.73	22.85	23.95	24.89	26.19
4355	Generation Laboratory Technologist							
8249	Water Service Technologist I							
4358	Laboratory Technologist II	A	40,049	41,798	43,542	45,746	47,874	49,848
		B	1,534	1,601	1,668	1,753	1,834	1,910
		H	20.45	21.35	22.24	23.37	24.45	25.47
0488	Public Information Officer I	A	39,269	41,245	43,291	45,039	47,170	49,372
		B	1,505	1,580	1,659	1,726	1,807	1,892
		H	20.07	21.07	22.12	23.01	24.09	25.23
0334	Storekeeper	A	39,038	40,789	42,534	44,739	46,866	48,840
1126	Utility Account Collector II	B	1,496	1,563	1,630	1,714	1,796	1,871
		H	19.95	20.84	21.73	22.85	23.95	24.95
0004	Clerk IV	A	37,293	39,038	40,789	42,534	44,739	46,866
0058	Utility Service Representative IV	B	1,429	1,496	1,563	1,630	1,714	1,796
0063	Public Service Representative II	H	19.05	19.95	20.84	21.73	22.85	23.95
0255	Computer Support Technologist							
0355	Materials Planning Technologist I							
4357	Laboratory Technologist I	A	38,782	38,305	40,049	41,798	43,542	45,746
		B	1,409	1,468	1,534	1,601	1,668	1,753
		H	18.79	19.57	20.45	21.35	22.24	23.37
0054	Utilities Account Officer	A	35,713	37,293	39,038	40,789	42,534	44,739
0056	Utilities Service Representative III	B	1,368	1,429	1,496	1,563	1,630	1,714
0333	Storeman III	H	18.24	19.05	19.95	20.84	21.73	22.85
0509	Accounting Assistant II							
1125	Utility Account Collector I							
4320	Survey Technical Assistant II							
0062	Public Service Representative I	A	33,953	35,775	37,293	39,038	40,789	42,534
0417	Library Technologist II	B	1,301	1,371	1,429	1,496	1,563	1,630
0487	Public Information Technologist	H	17.35	18.28	19.05	19.95	20.84	21.73
0332	Storeman II	A	32,511	33,953	35,775	37,293	39,038	40,789
		B	1,246	1,301	1,371	1,429	1,496	1,562
		H	16.61	17.35	18.28	19.05	19.95	20.83
0003	Clerk III	A	31,138	32,511	33,953	35,775	37,293	39,038
0009	Word/Data Processing Clerk III	B	1,193	1,246	1,301	1,371	1,429	1,496
0031	Administrative Assistant I	H	15.91	16.61	17.35	18.28	19.05	19.95
0057	Utility Service Representative II							
0331	Storeman I							
0502	Cashier II							
0511	Accounting Assistant I							

CIVIC SERVICE UNION 52
 SCHEDULE OF WAGES
 2002 (December 30, 2001 to December 28, 2002) - 7.5 HOURS

CLASS CODE	CLASS TITLE	RATE TYPE	STEP A/1	STEP B/2	STEP C/3	STEP D/4	STEP E/5	STEP F/6
4321	Survey Technical Assistant I	A	30,832	32,217	33,610	35,129	37,048	38,637
		B	1,181	1,234	1,288	1,346	1,419	1,480
		H	15.75	16.45	17.17	17.95	18.92	19.73
0302	Purchasing Assistant	A	29,778	31,160	32,511	33,953	35,809	37,293
0416	Library Technologist I	B	1,141	1,194	1,246	1,301	1,372	1,429
4350	Laboratory Technical Assistant II	H	15.21	15.92	16.61	17.35	18.29	19.05
8610	Delivery Driver	A	36,764					
		B	1,409					
		H	18.79					
0022	Clerk Stenographer II	A	28,564	29,778	31,138	32,511	33,953	35,775
0055	Utility Service Representative I	B	1,094	1,141	1,193	1,246	1,301	1,371
1121	Utility Bill Deliverer	H	14.59	15.21	15.91	16.61	17.35	18.28
0155	Service Consultant (see Appendix II)							
0002	Clerk II	A	27,344	28,564	29,778	31,138	32,511	33,953
0008	Word/Data Processing Clerk II	B	1,048	1,094	1,141	1,193	1,246	1,301
0501	Cashier I	H	13.97	14.59	15.21	15.91	16.61	17.35
4306	Drafting Technical Assistant	A	26,203	27,344	28,564	29,778	31,138	32,511
4356	Laboratory Technical Assistant I	B	1,004	1,048	1,094	1,141	1,193	1,246
		H	13.39	13.97	14.59	15.21	15.91	16.61
0001	Clerk I	A	25,220	26,203	27,344	28,564	29,778	31,138
0007	Word/Data Processing Clerk I	B	966	1,004	1,048	1,094	1,141	1,193
		H	12.88	<u>13.39</u> BR	13.97	14.59	15.21	15.91

CIVIC SERVICE UNION 52
SCHEDULE OF WAGES
2002 (December 30, 2001 to December 28, 2002) - 8 HOURS

CLASS CODE	CLASS TITLE	RATE TYPE	STEP A/1	STEP B/2	STEP C/3	STEP D/4	STEP E/5	STEP F/6
0248	Systems Analyst II	A	61,614	64,778	67,855	71,015	74,334	77,807
		B	2,381	2,482	2,600	2,721	2,848	2,981
		H	29.51	31.03	32.50	34.01	35.60	37.26
		OT	30.27	31.83	33.33	34.88	36.52	38.21
0451	Market Planner II	A	56,639	58,932	61,614	64,778	67,855	71,015
0562	Utility Rates & Planning Analyst II	B	2,170	2,258	2,361	2,482	2,600	2,721
		H	27.13	28.23	29.51	31.03	32.50	34.01
		OT	27.83	28.95	30.27	31.83	33.33	34.88
0247	Systems Analyst I	A	55,141	57,826	60,413	63,231	66,464	69,629
0513	Accountant II	B	2,113	2,216	2,315	2,423	2,547	2,668
0572	Methods Analyst II	H	26.41	27.70	28.94	30.29	31.84	33.35
4362	Laboratory Scientist II	OT	27.08	28.40	29.68	31.05	32.65	34.20
4304	Engineering Technologist III	A	54,497	56,722	59,305	62,363	65,346	68,330
4311	Drafting Technologist III	B	2,088	2,173	2,272	2,389	2,504	2,618
		H	26.10	27.16	28.40	29.86	31.30	32.73
		OT	26.72	27.87	29.13	30.63	32.09	33.56
0490	Public Information Officer III	A	53,321	55,609	57,299	61,138	64,064	66,990
8253	Water Services Agent III	B	2,043	2,131	2,195	2,342	2,455	2,567
		H	25.54	26.64	27.44	29.28	30.69	32.09
		OT	26.19	27.32	28.56	30.03	31.47	32.91
4364	Laboratory Supervisor	A	51,214	53,819	56,190	58,878	61,563	64,243
		B	1,962	2,062	2,153	2,256	2,359	2,461
		H	24.53	25.78	26.91	28.20	29.49	30.76
		OT	25.16	26.44	27.60	28.92	30.24	31.56
0301	Buyer	A	50,794	53,321	55,609	58,141	61,138	64,064
0357	Materials Planning Technologist III	B	1,946	2,043	2,131	2,228	2,342	2,455
0411	Home Economist II	H	24.33	25.54	26.64	27.85	29.28	30.69
0561	Utility Rates & Planning Analyst I	OT	24.83	26.19	27.32	28.56	30.03	31.47
3031	Plumbing & Gas Inspector I							
0489	Public Information Officer II	A	50,163	52,772	55,141	57,826	60,513	63,195
		B	1,922	2,022	2,113	2,216	2,319	2,421
		H	24.03	25.28	26.41	27.70	28.99	30.26
		OT	24.64	25.92	27.08	28.40	29.72	31.04
4303	Engineering Technologist II	A	49,715	51,809	54,497	56,722	59,305	62,363
4310	Drafting Technologist II	B	1,905	1,985	2,088	2,173	2,272	2,389
4323	Survey Technologist II	H	23.81	24.81	26.10	27.16	28.40	29.86
		OT	24.43	25.45	26.72	27.87	29.13	30.63
1031	Property Agent I	A	48,740	50,794	53,321	55,609	58,141	61,138
4342	Materials Technologist II	B	1,867	1,946	2,043	2,131	2,228	2,342
8252	Water Service Agent II	H	23.34	24.33	25.54	26.64	27.85	29.28
		OT	23.95	24.95	26.19	27.32	28.56	30.03
4359	Laboratory Technologist III	A	47,578	49,789	51,843	54,370	56,660	59,191
		B	1,823	1,908	1,986	2,083	2,171	2,268
		H	22.79	23.85	24.83	26.04	27.14	28.35
		OT	23.37	24.45	25.47	26.71	27.83	29.08
4361	Laboratory Scientist I	A	46,841	49,056	49,927	52,927	55,776	58,536
		B	1,795	1,880	1,913	2,028	2,137	2,243
		H	22.44	23.50	23.91	25.35	26.71	28.04
		OT	23.01	24.09	24.52	26.00	27.40	28.75

CIVIC SERVICE UNION 52
SCHEDULE OF WAGES
2002 (December 30, 2001 to December 28, 2002) - 8 HOURS

CLASS CODE	CLASS TITLE	RATE TYPE	STEP A/1	STEP B/2	STEP C/3	STEP D/4	STEP E/5	STEP F/6
0005	Clerk V	A	46,529	48,740	50,794	53,321	55,609	58,141
0246	Programmer	B	1,783	1,867	1,946	2,043	2,131	2,228
0335	Stores Administrator	H	22.29	23.34	24.33	25.54	26.64	27.85
0410	Home Economist I	OT	22.85	23.95	24.95	26.19	27.32	28.56
0449	Market Planner I							
0512	Accountant I							
0571	Methods Analyst I							
0581	Economist I							
4415	Environment Protection Officer							
8027	Vehicle Equipment & Services Technician							
0418	Librarian	A	44,235	46,529	48,740	50,794	53,321	55,609
		B	1,695	1,783	1,867	1,946	2,043	2,131
		H	21.19	22.29	23.34	24.33	25.54	26.64
		OT	21.73	22.85	23.95	24.95	26.19	27.32
4302	Engineering Technologist I	A	43,270	45,119	47,458	49,715	51,809	54,497
4308	Drafting Technologist I	B	1,658	1,729	1,818	1,905	1,985	2,088
4322	Survey Technologist I	H	20.73	21.61	22.73	23.81	24.81	26.10
		OT	21.25	22.16	23.31	24.43	25.45	26.72
0356	Materials Planning Technologist II	A	42,421	44,235	46,529	48,740	50,794	53,321
0510	Accounting Assistant III	B	1,625	1,695	1,783	1,867	1,946	2,043
0514	Graphic Designer I	H	20.31	21.19	22.29	23.34	24.33	25.54
4355	Generation Laboratory Technologist	OT	20.84	21.73	22.85	23.95	24.89	26.19
8249	Water Service Technologist I							
4358	Laboratory Technologist II	A	41,653	43,469	45,283	47,577	49,789	51,843
		B	1,596	1,665	1,735	1,823	1,908	1,986
		H	19.95	20.81	21.69	22.79	23.85	24.83
		OT	20.45	21.35	22.24	23.37	24.45	25.47
0488	Public Information Officer I	A	40,840	42,895	45,023	46,841	49,056	51,347
		B	1,565	1,643	1,725	1,795	1,880	1,967
		H	19.56	20.54	21.56	22.44	23.50	24.59
		OT	20.07	21.07	22.12	23.01	24.09	25.23
0334	Storekeeper	A	40,602	42,421	44,235	46,529	48,740	50,794
1126	Utility Account Collector II	B	1,556	1,625	1,695	1,783	1,867	1,946
		H	19.45	20.31	21.19	22.29	23.34	24.33
		OT	19.95	20.84	21.73	22.85	23.95	24.95
0004	Clerk IV	A	38,786	40,602	42,421	44,235	46,529	48,740
0058	Utility Service Representative IV	B	1,486	1,556	1,625	1,695	1,783	1,867
0063	Public Service Representative II	H	18.58	19.45	20.31	21.19	22.29	23.34
0255	Computer Support Technologist	OT	19.05	19.95	20.84	21.73	22.85	23.95
0355	Materials Planning Technologist I							
4357	Laboratory Technologist I	A	38,253	39,837	41,653	43,469	45,283	47,577
		B	1,466	1,526	1,596	1,665	1,735	1,823
		H	18.33	19.08	19.95	20.81	21.69	22.79
		OT	18.79	19.57	20.45	21.35	22.24	23.37
0054	Utilities Account Officer	A	37,205	38,786	40,602	42,421	44,235	46,529
0056	Utilities Service Representative III	B	1,425	1,486	1,556	1,625	1,695	1,783
0333	Storeman III	H	17.81	18.58	19.45	20.31	21.19	22.29
0509	Accounting Assistant II	OT	18.24	19.05	19.95	20.84	21.73	22.85
1125	Utility Account Collector I							
4320	Survey Technical Assistant II							

CIVIC SERVICE UNION 52
 SCHEDULE OF WAGES
 2002 (December 30, 2001 to December 28, 2002) - 8 HOURS

CLASS CODE	CLASS TITLE	RATE TYPE	STEP A/1	STEP B/2	STEP C/3	STEP D/4	STEP E/5	STEP F/6
0062	Public Service Representative I	A	35,311	37,205	38,786	40,602	42,421	44,235
0417	Library Technologist II	B	1,353	1,425	1,486	1,556	1,625	1,695
0487	Public Information Technologist	H	16.91	17.81	18.58	19.45	20.31	21.19
		OT	17.35	18.28	19.05	19.95	20.84	21.73
0332	Storeman II	A	33,810	35,311	37,205	38,786	40,602	42,421
		B	1,295	1,353	1,425	1,486	1,556	1,625
		H	16.19	16.91	17.81	18.58	19.45	20.31
		OT	16.61	17.35	18.28	19.05	19.95	20.83
0003	Clerk III	A	32,384	33,810	35,311	37,205	38,786	40,602
0009	Word/Data Processing Clerk III	B	1,241	1,295	1,353	1,425	1,486	1,556
0031	Administrative Assistant I	H	15.51	16.19	16.91	17.81	18.58	19.45
0057	Utility Service Representative II	OT	15.91	16.61	17.35	18.28	19.05	19.95
0331	Storeman I							
0502	Cashier II							
0511	Accounting Assistant I							
4321	Survey Technical Assistant I	A	32,066	33,507	34,954	36,533	38,530	40,182
		B	1,229	1,284	1,339	1,400	1,476	1,540
		H	15.36	16.05	16.74	17.50	18.45	19.25
		OT	15.75	16.45	17.17	17.95	18.92	19.73
0302	Purchasing Assistant	A	30,969	32,384	33,810	35,311	37,205	38,786
0416	Library Technologist I	B	1,187	1,241	1,295	1,353	1,425	1,486
4350	Laboratory Technical Assistant II	H	14.84	15.51	16.19	16.91	17.81	18.58
		OT	15.21	15.92	16.61	17.35	18.29	19.05
8610	Delivery Driver	A	38,234					
		B	1,465					
		H	18.31					
		OT	18.79					
0022	Clerk Stenographer II	A	29,707	30,969	32,384	33,810	35,311	37,205
0055	Utility Service Representative I	B	1,138	1,187	1,241	1,295	1,353	1,425
1121	Utility Bill Deliverer	H	14.23	14.84	15.51	16.19	16.91	17.81
0155	Service Consultant (see Appendix II)	OT	14.59	15.21	15.91	16.61	17.35	18.28
0002	Clerk II	A	28,438	29,707	30,969	32,384	33,810	35,311
0008	Word/Data Processing Clerk II	B	1,090	1,138	1,187	1,241	1,295	1,353
0501	Cashier I	H	13.63	14.23	14.84	15.51	16.19	16.91
		OT	13.97	14.59	15.21	15.91	16.61	17.35
4306	Drafting Technical Assistant	A	27,251	28,438	29,707	30,969	32,384	33,810
4356	Laboratory Technical Assistant I	B	1,044	1,090	1,138	1,187	1,241	1,295
		H	13.05	13.63	14.23	14.84	15.51	16.19
		OT	13.39	13.97	14.59	15.21	15.91	16.61
0001	Clerk I	A	26,229	27,251	28,438	29,707	30,969	32,382
0007	Word/Data Processing Clerk I	B	1,005	1,044	1,090	1,138	1,187	1,241
		H	12.56	13.05	13.63	14.23	14.84	15.51
		OT	12.88	13.39	13.97	14.59	15.21	15.91

APPENDIX I

**CIVIC SERVICE UNION 52
SCHEDULE OF WAGES - DEVELOPMENTAL CLASSES
7.5 HOURS**

2002 - 7.5 HOURS/DAY

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2002 (December 30, 2001 to December 28, 2002)

CLASS CODE	CLASS TITLE	RATE TYPE	STEP A/1	STEP B/2	STEP C/3	STEP D/4	STEP E/5	STEP F/6
8249	Water Service Tech I (Developmental)	A	39,038					
		B	1,496					
		H	19.95					
0247	System Analyst I (Developmental)	A	38,965	41,321	43,752	46,031	48,234	50,741
		B	1,493	1,583	1,676	1,764	1,848	1,944
		H	19.91	21.11	22.35	23.52	24.64	25.92
5308	Drafting Technician I (Developmental)	A	33,160	34,632	36,468	38,041	39,821	
5612	Engineering Tech. (Developmental)	B	1,270	1,327	1,398	1,458	1,526	
		H	16.93	17.69	18.64	19.44	20.35	

APPENDIX I

**CIVIC SERVICE UNION 52
SCHEDULE OF WAGES - DEVELOPMENTAL CLASSES
8 HOURS**

2002 - 8 HOURS/DAY

2002 (December 30, 2001 to December 28, 2002)

CLASS CODE	CLASS TITLE	RATE TYPE	STEP A/1	STEP B/2	STEP C/3	STEP D/4	STEP E/5	STEP F/6
5622	Engineering Tech. (Developmental)	A	34,487	36,017	37,950	39,563	40,207	
		B	1,321	1,380	1,454	1,516	1,540	
		H	16.51	17.25	18.18	18.95	19.25	
		OT	16.93	17.69	18.64	19.44	20.35	

CIVIC SERVICE UNION 52
 SCHEDULE OF WAGES
 2003 (December 29, 2002 to December 27, 2003) - 7.5 HOURS

CLASS CODE	CLASS TITLE	RATE TYPE	STEP A/1	STEP B/2	STEP C/3	STEP D/4	STEP E/5	STEP F/6
0248	Systems Analyst II	A	61,615	64,780	67,854	71,014	74,334	77,806
		B	2,361	2,482	2,600	2,721	2,848	2,981
		H	31.48	33.09	34.67	36.28	37.97	39.75
0451	Market Planner II	A	56,640	58,933	61,615	64,780	67,854	71,014
0562	Utility Rates & Planning Analyst II	B	2,170	2,258	2,361	2,482	2,600	2,721
		H	28.93	30.11	31.48	33.09	34.67	36.28
0513	Accountant II	A	55,142	57,827	60,412	63,231	66,466	69,829
0247	Systems Analyst I	B	2,113	2,216	2,315	2,423	2,547	2,668
0572	Methods Analyst II	H	28.17	29.55	30.87	32.31	33.96	35.57
4362	Laboratory Scientist II							
4304	Engineering Tech. III	A	54,388	56,723	59,306	62,362	65,345	68,329
4311	Drafting Technologist III	B	2,084	2,173	2,272	2,389	2,504	2,618
		H	27.79	28.97	30.29	31.85	33.39	34.91
0490	Public Information Officer III	A	53,321	55,611	58,142	61,138	64,064	66,990
8253	Water Services Agent III	e	2,043	2,131	2,228	2,342	2,455	2,567
		H	27.24	28.41	29.71	31.23	32.73	34.23
4364	Laboratory Supervisor	A	51,214	53,819	56,189	58,875	61,584	64,244
		B	1,962	2,062	2,153	2,256	2,359	2,461
		H	26.16	27.49	28.71	30.08	31.45	32.81
0301	Buyer	A	50,547	53,321	55,611	58,142	61,138	64,064
0357	Materials Planning Technologist III	B	1,937	2,043	2,131	2,228	2,342	2,455
0411	Home Economist II	H	25.83	27.24	28.41	29.71	31.23	32.73
0561	Utility Rates & Planning Analyst I							
3031	Plumbing & Gas Inspector I							
0489	Public Information Officer II	A	50,162	52,772	55,142	57,827	60,513	63,195
		B	1,922	2,022	2,113	2,216	2,319	2,421
		H	25.63	26.96	28.17	29.55	30.92	32.28
4303	Engineering Technologist II	A	49,716	51,810	54,388	56,723	59,306	62,362
4310	Drafting Technologist II	B	1,905	1,985	2,084	2,173	2,272	2,389
4323	Survey Technologist II	H	25.40	26.47	27.79	28.97	30.29	31.85
1031	Properly Agent I	A	48,741	50,794	53,321	55,611	58,142	61,138
8252	Water Service Agent II	B	1,867	1,946	2,043	2,131	2,228	2,342
4342	Materials Technologist II	H	24.89	25.95	27.24	28.41	29.71	31.23
4359	Laboratory Technologist III	A	47,578	49,789	51,842	54,370	56,658	59,192
		B	1,823	1,908	1,986	2,083	2,171	2,268
		H	24.31	25.44	26.48	27.77	28.95	30.24
4361	Laboratory Scientist I	A	46,841	49,057	49,925	52,927	55,776	58,535
		B	1,795	1,880	1,913	2,028	2,137	2,243
		H	23.93	25.07	25.51	27.04	28.49	29.91
0005	Clerk V	A	46,529	48,741	50,794	53,321	55,611	58,142
0246	Programmer	B	1,783	1,867	1,946	2,043	2,131	2,228
0335	Stores Administrator	H	23.77	24.89	25.95	27.24	28.41	29.71
0410	Home Economist I							
0449	Market Planner I							
0512	Accountant I							
0571	Methods Analyst I							
0581	Economist I							
4415	Environment Protection Officer							
8027	Vehicle Equipment & Services Technicians							

APPENDIX I

CIVIC SERVICE UNION 52
SCHEDULE OF WAGES
2003 (December 29, 2002 to December 27, 2003) - 7.5 HOURS

2003 - 7.5 HOURS/DAY

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CLASS CODE	CLASS TITLE	RATE TYPE	STEP A//	STEP B/2	STEP C/3	STEP D/4	STEP E/5	STEP F/6
0418	Librarian	A	44,235	46,529	48,741	50,794	53,321	55,611
		B	1,695	1,783	1,867	1,946	2,043	2,131
		H	22.60	23.77	24.89	25.95	27.24	28.41
4302	Engineering Technologist I	A	43,268	45,120	47,459	49,716	51,810	54,388
4308	Drafting Technologist I	B	1,658	1,729	1,818	1,905	1,985	2,084
4322	Survey Technologist I	H	22.11	23.05	24.24	25.40	26.47	27.79
0510	Accounting Assistant III	A	42,421	44,235	46,529	48,741	50,682	53,321
0514	Graphic Designer I	B	1,625	1,695	1,783	1,867	1,942	2,043
0356	Materials Planning Technologist II	H	21.67	22.60	23.77	24.89	25.89	27.24
4355	Generation Laboratory Technician							
8249	Water Service Technologist I							
4358	Laboratory Technologist II	A	41,651	43,470	45,284	47,576	49,789	51,842
		B	1,596	1,666	1,735	1,823	1,908	1,986
		H	21.28	22.21	23.13	24.31	25.44	26.48
0488	Public Information Officer I	A	40,840	42,895	45,023	46,841	49,057	51,347
		B	1,565	1,643	1,725	1,795	1,880	1,967
		H	20.87	21.91	23.00	23.93	25.07	26.23
0334	Storekeeper	A	40,600	42,421	44,235	46,529	48,741	50,794
1126	Utility Account Collector II	B	1,556	1,625	1,695	1,783	1,867	1,946
		H	20.75	21.67	22.60	23.77	24.89	25.95
0004	Clerk IV	A	38,785	40,600	42,421	44,235	46,529	48,741
0058	Utility Service Representative IV	B	1,486	1,556	1,625	1,695	1,783	1,867
0063	Public Service Representative II	H	19.81	20.75	21.67	22.60	23.77	24.89
0255	Computer Support Technologist							
0355	Materials Planning Technologist I							
4357	Laboratory Technologist I	A	38,253	39,837	41,651	43,470	45,284	47,576
		B	1,466	1,526	1,596	1,666	1,735	1,823
		H	19.55	20.35	21.28	22.21	23.13	24.31
0054	Utilities Account Officer	A	37,142	38,785	40,600	42,421	44,235	46,529
0056	Utilities Service Representative III	B	1,423	1,486	1,556	1,625	1,695	1,783
0333	Storeman III	H	18.97	19.81	20.75	21.67	22.60	23.77
0509	Accounting Assistant II							
1125	Utility Account Collector I							
4320	Survey Technical Assistant II							
0062	Public Service Representative I	A	35,311	37,206	38,785	40,600	42,421	44,235
0417	Library Technologist II	B	1,353	1,426	1,486	1,556	1,625	1,695
0487	Public Information Technologist	H	18.04	19.01	19.81	20.75	21.67	22.60
0332	Storeman II	A	33,811	35,311	37,206	38,785	40,600	42,411
		B	1,295	1,353	1,426	1,486	1,556	1,625
		H	17.27	18.04	19.01	19.81	20.75	21.67
0003	Clerk III	A	32,384	33,811	35,311	37,206	38,785	40,600
0009	Word/Data Processing Clerk III	B	1,241	1,295	1,353	1,426	1,486	1,556
0031	Administrative Assistant I	H	16.55	17.27	18.04	19.01	19.81	20.75
0057	Utility Service Representative II							
0331	Storeman I							
0502	Cashier II							
0511	Accounting Assistant I							

APPENDIX I

2003 - 7.5 HOURS PAY

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CIVIC SERVICE UNION 52
 SCHEDULE OF WAGES
 2003 (December 29, 2002 to December 27, 2003) - 7.5 HOURS

CLASS CODE	CLASS TITLE	RATE TYPE	STEP A/1	STEP B/2	STEP C/3	STEP D/4	STEP E/5	STEP F/6
4321	Survey Technical Assistant I	A	32,065	33,506	34,954	36,534	38,530	40,182
		B	1,229	1,284	1,339	1,400	1,476	1,540
		H	16.39	17.12	17.85	18.67	19.68	20.53
0302	Purchasing Assistant	A	30,969	32,406	33,811	35,311	37,241	38,785
0416	Library Technologist I	B	1,187	1,242	1,295	1,353	1,427	1,486
4350	Laboratory Technical Assistant II	H	15.83	16.56	17.27	18.04	19.03	19.81
8610	Delivery Driver	A	38,235					
		B	1,465					
		H	19.53					
0022	Clerk Stenographer II	A	29,707	30,969	32,384	33,811	35,311	37,206
0055	Utility Service Representative I	B	1,138	1,187	1,241	1,295	1,353	1,426
1121	Utility Bill Deliverer	H	15.17	15.83	16.55	17.27	18.04	19.01
0002	Clerk II	A	28,438	29,707	30,969	32,384	33,811	35,311
0008	Word/Data Processing Clerk II	B	1,090	1,138	1,187	1,241	1,295	1,353
0501	Cashier I	H	14.53	15.17	15.83	16.55	17.27	18.04
0155	Service Consultant (see Appendix II)							
4306	Drafting Technical Assistant	A	27,251	28,438	29,707	30,969	32,384	33,811
4356	Laboratory Technical Assistant I	B	1,044	1,090	1,138	1,187	1,241	1,295
		H	13.92	14.53	15.17	15.83	16.55	17.27
0001	Clerk I	A	26,229	27,251	28,438	29,707	30,969	32,384
0007	Word/Data Processing Clerk I	B	1,005	1,044	1,090	1,138	1,187	1,241
		H	13.40	<u>13.92</u> BR	14.53	15.17	15.83	16.55

**CIVIC SERVICE UNION 52
SCHEDULE OF WAGES
2003 (December 29, 2002 to December 27, 2003) - 8 HOURS**

CLASS CODE	CLASS TITLE	RATE TYPE	STEP A/1	STEP B/2	STEP C/3	STEP D/4	STEP E/5	STEP F/6
0248	Systems Analyst II	A	64,079	67,369	70,569	73,856	77,307	80,919
		B	2,455	2,581	2,704	2,830	2,962	3,100
		H	30.69	32.26	33.80	35.38	37.03	38.75
		OT	31.48	33.09	34.67	36.28	37.97	39.75
0451 0562	Market Planner II Utility Rates & Planning Analyst II	A	58,905	61,289	64,079	67,369	70,569	73,856
		B	2,257	2,348	2,455	2,581	2,704	2,830
		H	28.21	29.35	30.69	32.26	33.80	35.38
		OT	28.93	30.11	31.48	33.09	34.67	36.28
0247 0513 0572 4362	Systems Analyst I Accountant II Methods Analyst II Laboratory Scientist II	A	57,347	60,139	62,830	65,760	69,123	72,414
		B	2,197	2,304	2,407	2,520	2,648	2,774
		H	27.46	28.80	30.09	31.50	33.10	34.68
		OT	28.17	29.55	30.87	32.31	33.96	35.57
4304 4311	Engineering Technologist III Drafting Technologist III	A	56,677	58,991	61,677	64,858	67,960	71,063
		B	2,172	2,260	2,363	2,485	2,604	2,723
		H	27.15	28.25	29.54	31.06	32.55	34.04
		OT	27.79	28.97	30.29	31.85	33.39	34.91
0490 8253	Public Information Officer III Water Services Agent III	A	55,454	57,833	59,591	63,584	66,627	69,670
		B	2,125	2,216	2,283	2,436	2,553	2,669
		H	26.56	27.70	28.54	30.45	31.91	33.36
		OT	27.24	28.41	29.71	31.23	32.73	34.23
4364	Laboratory Supervisor	A	53,263	55,972	58,438	61,233	64,026	66,813
		B	2,041	2,145	2,239	2,346	2,453	2,560
		H	25.51	26.81	27.99	29.33	30.66	32.00
		OT	26.16	27.49	28.71	30.08	31.45	32.81
0301 0357 0411 0561 3031	Buyer Materials Planning Technologist III Home Economist II Utility Rates & Planning Analyst I Plumbing & Gas Inspector I	A	52,826	55,454	57,833	60,467	63,584	66,627
		B	2,024	2,125	2,216	2,317	2,436	2,553
		H	25.30	26.56	27.70	28.96	30.45	31.91
		OT	25.83	27.24	28.41	29.71	31.23	32.73
0489	Public Information Officer II	A	52,170	54,883	57,347	60,139	62,934	65,723
		B	1,999	2,103	2,197	2,304	2,411	2,518
		H	24.99	26.29	27.46	28.80	30.14	31.48
		OT	25.63	26.96	28.17	29.55	30.92	32.28
4303 4310 4323	Engineering Technologist II Drafting Technologist II Survey Technologist II	A	51,704	53,881	56,677	58,991	61,677	64,858
		B	1,981	2,064	2,172	2,260	2,363	2,485
		H	24.76	25.80	27.15	28.25	29.54	31.06
		OT	25.40	26.47	27.79	28.97	30.29	31.85
1031 4342 8252	Property Agent I Materials Technologist II Water Service Agent II	A	50,690	52,826	55,454	57,833	60,467	63,584
		B	1,942	2,024	2,125	2,216	2,317	2,436
		H	24.28	25.30	26.56	27.70	28.96	30.45
		OT	24.89	25.95	27.24	28.41	29.71	31.23
4359	Laboratory Technologist III	A	49,481	51,781	53,917	56,545	58,926	61,559
		B	1,896	1,984	2,066	2,166	2,258	2,359
		H	23.70	24.80	25.83	27.08	28.23	29.49
		OT	24.31	25.44	26.48	27.77	28.95	30.24
4361	Laboratory Scientist I	A	48,715	51,018	51,924	55,044	58,007	60,877
		B	1,866	1,955	1,989	2,109	2,222	2,332
		H	23.33	24.44	24.86	26.36	27.78	29.15
		OT	23.93	25.07	25.51	27.04	28.49	29.91

CIVIC SERVICE UNION 52
SCHEDULE OF WAGES
2003 (December 29, 2002 to December 27, 2003) - 8 HOURS

CLASS CODE	CLASS TITLE	RATE TYPE	STEP A//	STEP B/2	STEP C/3	STEP D/4	STEP E/5	STEP F/6
0005	Clerk V	A	48,390	50,690	52,826	55,454	57,833	60,467
0246	Programmer	B	1,854	1,942	2,024	2,125	2,216	2,317
0335	Stores Administrator	H	23.18	24.28	25.30	26.56	27.70	28.96
0410	Home Economist I	OT	23.77	24.89	25.95	27.24	28.41	29.71
0449	Market Planner I							
0512	Accountant I							
0571	Methods Analyst I							
0581	Economist I							
4415	Environment Protection Officer							
8027	Vehicle Equipment & Services Technician							
0418	Librarian	A	46,004	48,390	50,690	52,826	55,454	57,833
		B	1,763	1,854	1,942	2,024	2,125	2,216
		H	22.04	23.18	24.28	25.30	26.56	27.70
		OT	22.60	23.77	24.89	25.95	27.24	28.41
4302	Engineering Technologist I	A	45,001	46,924	49,356	51,704	53,881	56,677
4308	Drafting Technologist I	B	1,724	1,798	1,891	1,981	2,064	2,172
4322	Survey Technologist I	H	21.55	22.48	23.64	24.76	25.80	27.15
		OT	22.11	23.05	24.24	25.40	26.47	27.79
0356	Materials Planning Technologist II	A	44,118	46,004	48,390	50,690	52,826	55,454
0510	Accounting Assistant III	B	1,690	1,763	1,854	1,942	2,024	2,125
0514	Graphic Designer I	H	21.13	22.04	23.18	24.28	25.30	26.56
4355	Generation Laboratory Technologist	OT	21.67	22.60	23.77	24.89	25.89	27.24
8249	Water Service Technologist I							
4358	Laboratory Technologist II	A	43,319	45,208	47,094	49,480	51,781	53,917
		B	1,660	1,732	1,804	1,896	1,984	2,066
		H	20.75	21.65	22.55	23.70	24.80	25.83
		OT	21.28	22.21	23.13	24.31	25.44	26.48
0488	Public Information Officer I	A	42,474	44,611	46,824	48,715	51,018	53,401
		B	1,627	1,709	1,794	1,866	1,955	2,046
		H	20.34	21.36	22.43	23.33	24.44	25.58
		OT	20.87	21.91	23.00	23.93	25.07	26.23
0334	Storekeeper	A	42,226	44,118	46,004	48,390	50,690	52,826
1126	Utility Account Collector II	B	1,618	1,690	1,763	1,854	1,942	2,024
		H	20.23	21.13	22.04	23.18	24.28	25.30
		OT	20.75	21.67	22.60	23.77	24.89	25.95
0004	Clerk IV	A	40,337	42,226	44,118	46,004	48,390	50,690
0058	Utility Service Representative IV	B	1,545	1,618	1,690	1,763	1,854	1,942
0063	Public Service Representative II	H	19.31	20.23	21.13	22.04	23.18	24.28
0255	Computer Support Technologist	OT	19.81	20.75	21.67	22.60	23.77	24.89
0355	Materials Planning Technologist I							
4357	Laboratory Technologist I	A	39,783	41,430	43,319	45,208	47,094	49,480
		B	1,524	1,587	1,660	1,732	1,804	1,896
		H	19.05	19.84	20.75	21.65	22.55	23.70
		OT	19.55	20.35	21.28	22.21	23.13	24.31
0054	Utilities Account Officer	A	38,693	40,337	42,226	44,118	46,004	48,390
0056	Utilities Service Representative III	B	1,482	1,545	1,618	1,690	1,763	1,854
0333	Storeman III	H	18.53	19.31	20.23	21.13	22.04	23.18
0509	Accounting Assistant II	OT	18.97	19.81	20.75	21.67	22.60	23.77
1125	Utility Account Collector I							
4320	Survey Technical Assistant II							

**CIVIC SERVICE UNION 52
SCHEDULE OF WAGES
2003 (December 29, 2002 to December 27, 2003) - 8 HOURS**

CLASS CODE	CLASS TITLE	RATE TYPE	STEP A//	STEP B/2	STEP C/3	STEP D/4	STEP E/5	STEP F/6
0062	Public Service Representative I	A	36,723	38,693	40,337	42,226	44,118	46,004
0417	Library Technologist II	B	1,407	1,482	1,545	1,618	1,690	1,763
0487	Public Information Technologist	H	17.59	18.53	19.31	20.23	21.13	22.04
		OT	18.04	19.01	19.81	20.75	21.67	22.60
0332	Storeman II	A	35,162	36,723	38,693	40,337	42,226	44,118
		B	1,347	1,407	1,482	1,545	1,618	1,690
		H	16.84	17.59	18.53	19.31	20.23	21.13
		OT	17.27	18.04	19.01	19.81	20.75	21.67
0003	Clerk III	A	33,679	35,162	36,723	38,693	40,337	42,226
0009	Word/Data Processing Clerk III	B	1,290	1,347	1,407	1,482	1,545	1,618
0031	Administrative Assistant I	H	16.13	16.84	17.59	18.53	19.31	20.23
0057	Utility Service Representative II	OT	16.55	17.27	18.04	19.01	19.81	20.75
0331	Storeman I							
0502	Cashier II							
0511	Accounting Assistant I							
4321	Survey Technical Assistant I	A	33,349	34,847	36,352	37,994	40,071	41,789
		B	1,278	1,335	1,393	1,456	1,535	1,601
		H	15.98	16.69	17.41	18.20	19.19	20.01
		OT	16.39	17.12	17.85	18.67	19.68	20.53
0302	Purchasing Assistant	A	32,208	33,679	35,162	36,723	38,693	40,337
0416	Library Technologist I	B	1,234	1,290	1,347	1,407	1,482	1,545
4350	Laboratory Technical Assistant II	H	15.43	16.13	16.84	17.59	18.53	19.31
		OT	15.83	16.56	17.27	18.04	19.03	19.81
8610	Delivery Driver	A	39,763					
		B	1,523					
		H	19.04					
		OT	19.53					
0022	Clerk Stenographer II	A	30,895	32,208	33,679	35,162	36,723	38,693
0055	Utility Service Representative I	B	1,184	1,234	1,290	1,347	1,407	1,482
1121	Utility Bill Deliverer	H	14.80	15.43	16.13	16.84	17.59	18.53
		OT	15.17	15.83	16.55	17.27	18.04	19.01
0155	Service Consultant (see Appendix II)							
0002	Clerk II	A	29,576	30,895	32,208	33,679	35,162	36,723
0008	Word/Data Processing Clerk II	B	1,133	1,184	1,234	1,290	1,347	1,407
0501	Cashier I	H	14.16	14.80	15.43	16.13	16.84	17.59
		OT	14.53	15.17	15.83	16.55	17.27	18.04
4306	Drafting Technical Assistant	A	28,341	29,576	30,895	32,208	33,679	35,162
4356	Laboratory Technical Assistant I	B	1,086	1,133	1,184	1,234	1,290	1,347
		H	13.58	14.16	14.80	15.43	16.13	16.84
		OT	13.92	14.53	15.17	15.83	16.55	17.27
0001	Clerk I	A	27,278	28,341	29,576	30,895	32,208	33,677
0007	Word/Data Processing Clerk I	B	1,045	1,086	1,133	1,184	1,234	1,290
		H	13.06	13.58	14.16	14.80	15.43	16.13
		OT	13.40	13.92	14.53	15.17	15.83	16.55

APPENDIX I

CIVIC SERVICE UNION 52
 SCHEDULE OF WAGES - DEVELOPMENTAL CLASSES
 7.5 HOURS

2003 - 7.5 HOURS/DAY

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2003 (December 29, 2002 to December 27, 2003)

CLASS CODE	CLASS TITLE	RATE TYPE	STEP A/1	STEP B/2	STEP C/3	STEP D/4	STEP E/5	STEP F/8
8249	Water Service Tech I (Developmental)	A	40,600					
		B	1,556					
		H	20.75					
0247	System Analyst I (Developmental)	A	40,524	42,974	45,502	47,872	50,163	52,771
		B	1,553	1,647	1,743	1,834	1,922	2,022
		H	20.71	21.96	23.24	24.45	25.63	26.96
5308	Drafting Technician I (Developmental)	A	34,486	36,017	37,948	39,563	41,414	
		B	1,321	1,380	1,454	1,516	1,587	
		H	17.61	18.40	19.39	20.21	21.16	
5612	Engineering Tech. (Developmental)	A						
		B						
		H						

APPENDIX I

CIVIC SERVICE UNION 52
 SCHEDULE OF WAGES - DEVELOPMENTAL CLASSES
 8 HOURS

2003 - 8 HOURS/DAY

2003 (December 29, 2002 to December 27, 2003)

CLASS CODE	CLASS TITLE	RATE TYPE	STEP A/1	STEP B/2	STEP C/3	STEP D/4	STEP E/5	STEP F/8	
5622	Engineering Tech. (Developmental)	A	35,866	37,458	39,468	41,146	41,815		
		B	1,374	1,435	1,512	1,576	1,602		
		H	17.18	17.94	18.90	19.70	20.03		
		OT	17.61	18.40	19.39	20.21	21.16		

APPENDIX II - CIVIC SERVICE UNION 52 SCHEDULE OF WAGES

Pay Progression for Service Consultant – 8 hours

(Class Code #0155 including Calgary & Edmonton - Call Centre, Billing, Collections, Enrollment and Customer Service)

2001

Alberta (Calgary & Edmonton) - 2001					
Full Time	Part Time	Step	Hourly Rate	Annual Equivalent	
Training Rate – (up to three months)	Training Rate – (up to 522 regular hours)	A/R = 80% of A/1	\$10.18	\$21,255	Developmental Phase
Job Rate – after completion of training rate period	After completion of training rate period	A/1	\$12.73	\$26,580	
After 6	After 1044 regular hours worked	B/2	\$14.23	\$29,712	Qualified Phase
After 12	After 1044 regular hours worked	C/3	\$14.62	\$30,694	
After 18	After 1044 regular hours worked	D/4	\$15.18	\$31,696	
After 24	After 1044 regular hours worked	E/5	\$15.66	\$32,698	
After 30	After 1044 regular hours worked	F/6	\$16.14	\$33,700	
After 36	After 1044 regular hours worked	G/7	\$16.62	\$34,703	Advanced Phase
After 42	After 1044 regular hours worked	H/8	\$17.10	\$35,705	
After 48	After 1044 regular hours worked	I/9	\$17.57	\$36,686	

2002 - December 30, 2001 to December 28, 2002

Alberta (Calgary & Edmonton) - 2002					
Full Time	Part Time	Step	Hourly Rate	Annual Equivalent	
Training Rate – (up to three months)	Training Rate – (up to 522 regular hours)	A/R = 80% of A/1	\$10.59	\$22,105	Developmental Phase
Job Rate – after completion of training rate period	After completion of training rate period	A/1	\$13.24	\$27,643	
After 6	After 1044 regular hours worked	B/2	\$14.80	\$30,900	Qualified Phase
After 12	After 1044 regular hours worked	C/3	\$15.29	\$31,922	
After 18	After 1044 regular hours worked	D/4	\$15.79	\$32,964	
After 24	After 1044 regular hours worked	E/5	\$16.29	\$34,006	
After 30	After 1044 regular hours worked	F/6	\$16.79	\$35,048	
After 36	After 1044 regular hours worked	G/7	\$17.29	\$36,091	Advanced Phase
After 42	After 1044 regular hours worked	H/8	\$17.79	\$37,133	
After 48	After 1044 regular hours worked	I/9	\$18.28	\$38,153	

2003 - December 29, 2002 to December 27, 2003

Alberta (Calgary & Edmonton) - 2003

Full Time	Part Time	Step	Hourly Rate	Annual Equivalent	
Training Rate - (up to three months)	Training Rate - (up to 522 regular hours)	A/R = 80% of A/1	\$11.01	\$22,989	Developmental Phase
Job Rate - after completion of training rate period	After completion of training rate period	A/1	\$13.76	\$28,749	
After 6	After 1044 regular hours worked	B/2	\$15.39	\$32,136	Qualified Phase
After 12	After 1044 regular hours worked	C/3	\$15.90	\$33,199	
After 18	After 1044 regular hours worked	D/4	\$16.43	\$34,283	
After 24	After 1044 regular hours worked	E/5	\$16.94	\$35,366	
After 30	After 1044 regular hours worked	F/6	\$17.46	\$36,450	
After 36	After 1044 regular hours worked	G/7	\$17.98	\$37,535	
After 42	After 1044 regular hours worked	H/8	\$18.50	\$38,618	Advanced Phase
After 48	After 1044 regular hours worked	I/9	\$19.00	\$39,679	

CIVIC SERVICE UNION #52

THE FOLLOWING ADDENDA TO THE 2002 - 2003 COLLECTIVE AGREEMENT ARE INDIVIDUAL ADDENDA BUT ARE GROUPED TOGETHER FOR SIGNING PURPOSES ONLY.

ADDENDA

ADDENDUM I: COMPRESSED HOURS OF WORK PROGRAM - EPCOR
WATER SERVICES INC. - WATER TROUBLE DISPATCH
(PUBLIC SERVICE REPRESENTATIVES)

ADDENDUM II: COMPRESSED HOURS OF WORK PROGRAM - EPCOR
DISTRIBUTION & TRANSMISSION INC. - PUBLIC SERVICE
REPRESENTATIVES (12 HOURS SHIFTS)

ADDENDUM III: COMPRESSED HOURS OF WORK

**ADDENDUM TO THE 1999-2001
COLLECTIVE AGREEMENT**

between

EPCOR UTILITIES INC.

(hereinafter referred to as the "Company")

Of The First Part

• and •

CIVIC SERVICE UNION 52

(hereinafter referred to as the "Union")

Of The Second Part

ADDENDUM I

**COMPRESSED HOURS OF WORK PROGRAM - EPCOR WATER SERVICES INC. - WATER
TROUBLE DISPATCH (PUBLIC SERVICE REPRESENTATIVES)**

861
3 The following provisions shall apply to those employees of EPCOR Water Services Inc. engaged in a compressed work week program.

Unless otherwise specified, clauses contained in the Main Agreement 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 CONDITIONS**

6.01. **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) hours interval between the completion of one shift and the commencement time of the next shift assigned to an employee. In the event that an employee is scheduled or rescheduled to work a shift which does not allow for the minimum twelve (12) hour interval, they 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 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 eight-four (84) bi-weekly per pay period. Other schedule adjustments may be required from time to time to maintain an average work week of forty (40) hours.

6.05. Pay for Work on Statutory Holidays

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.

6.07.01. Shift Differential

*

An employee who works a scheduled shift, one-half (1/2) or more of which falls between 1600 and 0800 hour, 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 regularly scheduled hours worked at premium rates on statutory holidays only.

Effective on February 9, 2003 the shift differential shall be increased to one dollar and fifty-five cents (\$1.55).

7. REMUNERATION

7.01. Wages

7.01.01. Employees shall be paid on a bi-weekly bases 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 an employee worked with the wages 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 off with pay in lieu of a statutory holiday shall be equal to the monetary or time equivalent of eight (8) hour's work.

An employee who works on a statutory holiday shall receive payment in lieu of a statutory holiday in an amount equal to the regular scheduled hours worked on the statutory holiday.

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 December 27, 2003. 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 II

COMPRESSED HOURS OF WORK PROGRAM – EPCOR DISTRIBUTION & TRANSMISSION INC.– PUBLIC SERVICE REPRESENTATIVES (12 HOURS SHIFTS)

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

Unless otherwise specified, clauses contained in the Main Agreement 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 CONDITIONS

6.01. 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) hours interval between the completion of one shift and the commencement time of the next shift assigned to an employee. in the event that an employee is scheduled or rescheduled to work a shift which does not allow for the minimum twelve (12) hour interval, they 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 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 (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.

6.02. Overtime Work

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

6.05. Pay for Work on Statutory Holidays

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.

6.07.01. Shift Differential

*

An employee who works a scheduled shift, one-half (1/2) or more of which falls between 1600 and 0800 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 regularly scheduled hours worked at premium rates on statutory holidays only.

Effective on February 9, 2003 the shift differential shall be increased to one dollar and fifty-five cents (\$1.55).

7. REMUNERATION

7.01. Wages

7.01.01. Employees shall be paid on a bi-weekly bases 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 an employee worked with the wages 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 off with pay in lieu of a statutory holiday shall be equal to the monetary or time equivalent of eight (8) hour's work.

An employee who works on a statutory holiday shall receive payment in lieu of a statutory holiday in an amount equal to the regular scheduled hours worked on the statutory holiday.

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 December 27, 2003. 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 III

COMPRESSED HOURS OF WORK

The parties agree to develop a generic compressed hours of work addendum for inclusion of the final Collective Agreement between the parties.

SIGNED this _____ day of _____, A.D. 2003

CIVIC SERVICE UNION 52

EPCOR UTILITIES INC.

Witnessed By:

CIVIC SERVICE UNION 52

**THE FOLLOWING GROUPS OF LETTERS OF UNDERSTANDING
TO THE 2002 - 2003 COLLECTIVE AGREEMENT ARE
INDIVIDUAL LETTERS BUT ARE GROUPED TOGETHER FOR
SIGNING PURPOSES ONLY.**

LETTERS OF UNDERSTANDING

- I. STAGGERED, FLEXIBLE AND COMPRESSED HOURS OF WORK PROGRAM
- II. WORK EXPERIENCE PROGRAMS
- III. ARTICLE 22: POSITION EVALUATION SYSTEM
- IV. INTERIM CLASSIFICATION REVIEW AND APPEAL PROCESS
- V. EMPLOYMENT AGENCY
- VI. SURVEY TECHNICAL ASSISTANT CLASSIFICATION APPEAL
- VII. SCOPE
- VIII. PAID LEAVE FOR COLLECTIVE BARGAINING
- IX. OUT OF TOWN - TRAVEL EXPENSES
- X. OUT OF TOWN WORK - EXTERNAL CONTRACTS
- XI. EPCOR CORPORATE MARKETING & REPUTATION MANAGEMENT -
PUBLIC INFORMATION OFFICER II - FLEXIBLE AND VARIABLE HOURS OF
WORK

COLLECTIVE AGREEMENT

Between

EPCOR UTILITIES INC.
(hereinafter referred to as the "Company")

Of the first Part

- and -

CIVIC SERVICE UNION 52
(hereinafter referred to as the "Union")

Of the Second Part

LETTER I - STAGGERED, FLEXIBLE AND COMPRESSED HOURS OF WORK PROGRAM

It is agreed by the parties to this agreement that the Company may establish Staggered, Flexible/Variable or Compressed Hours of Work Programs in accordance with the following provisions:

1. DEFINITIONS

Staggered Hours of Work: typically, refer to employees in an area who are scheduled to work different start and finish times to accommodate operational requirements and/or individual employee requests. These hours of work programs shall be consistent with article 6.01.02.

Flexible or Variable Hours of Work: typically, refer to employees whose hours of work are regularly adjusted to address operational requirements - involving a requirement to work beyond the standard hours of work for specific purposes (for example - after hours presentations and/or meetings; Company displays/booths and/or special Company events). Under this program if an employee works hours in excess of ten (10) hours per day and/or seventy-five (75) or eighty (80) hours in a bi-weekly pay period, the employee shall be granted a number of hours off duty, with pay, during regular working hours, equivalent to two (2) times the number of such hours worked in excess of seventy-five (75) or eighty (80) hours of work bi-weekly.

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Compressed Hours of Work: typically, refer to employees engaged in a compressed work shift schedule which allows for a combination of shifts ranging in hours from eight and a half (8 1/2) to twelve (12) hours per day, including time off for lunch (where appropriate). The average daily hours of work times five (5) for such employees shall equal a maximum of forty (40) hours per week and/or eighty (80) hours per pay period over the duration of the shift rotation. These Compressed Hours of Work Programs shall be consistent with Addendum III of this Collective Agreement.

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2. GENERAL PROVISIONS

- 2a. Unpaid lunch breaks may, provided the management supervisor and the affected employee agree, extend between one-half (1/2) hour and one and one quarter (1 1/4) hours.
- 2b. The Company shall advise the Union of all work locations, business units and/or Companies where members are participating in Staggered, Flexible/Variable and/or Compressed Hours of Work Programs.
- 2c. Postings shall contain a statement to denote those positions which are subject to a Staggered, Flexible/Variable or Compressed Hours of Work Program.

- 2d. Either party, the Company and/or the employee(s), may terminate such hours of work program by providing one (1) month's written notice to employees participating in such program or one (1) month's written notice from a majority of participating employees to the management supervisor in that area.

LETTER II - 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 / *Mount Royal Community College*
 - * (b) Edmonton / *Calgary Public School Board*
 - * (c) Edmonton / *Calgary Separate School Board*
 - * (d) NAIT/ SAIT
 - * (e) University of Alberta / *University of Calgary* – 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 endeavor 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, it is agreed that the Company's participation in these Work Experience programs shall not displace existing permanent or temporary employees or threaten 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.

LETTER III - ARTICLE 22: POSITION EVALUATION SYSTEM

** *The parties mutually agree that the existing language in Article 22 - Position Evaluation is no longer current. In consideration of the implementation of the new Hay Classification Plan during the term of this agreement, the parties agree to review and revise the language in Article 22 to more accurately reflect the Company's position evaluation program.*

It is further understood that this new language will be incorporated in the 2004 Collective Agreement between the parties.

LETTER IV - INTERIM CLASSIFICATION REVIEW AND APPEAL PROCESS

The parties hereby agree to the following "interim" classification review and appeal process and it shall remain in place until the Hay Plan is implemented and the provisions of Article 23 become effective.

The process takes into consideration the plans to implement a new classification plan. It is mutually understood that until such time that the Hay Plan is fully implemented, issues surrounding classification and appeals need to be dealt with appropriately. This Letter sets out the processes, procedures and interpretations for any classification appeals that are currently outstanding as of the date of ratification of the 2002-2003 Collective Agreement and any that may arise prior to the full implementation of the Hay Plan.

- I. The current classification plan, pay ranges, class specifications and class series shall remain in effect until such time that the Hay Plan is implemented.
2. Interim Classification Review Process:
 - (a) An employee who considers that the duties or responsibilities of their position have been significantly changed since the last evaluation may request a review of the allocation of their position.
 - (b) To initiate a request, the employee will complete the Job Evaluation Questionnaire. On completion, the document will be reviewed and signed off by the first level manager and forwarded to EPCOR Human Resources and the Union.
 - (c) On receipt of the information specified in Article 2(b), EPCOR Human Resources will make such arrangements to review the position and will provide a decision in writing, within ninety (90) calendar days of receipt of the request. A copy of the decision shall be provided to the employee, the Union and the management supervisor.
 - (d) An employee who disagrees with the decision rendered by EPCOR Human Resources shall, within fourteen (14) calendar days from the date 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 (1) year from the date of the decision.
 - (e) An employee wishing to challenge the decision may do so by submitting a written request to the Union subject to the specified time frame and with a copy to their management supervisor and Human Resources.
 - (f) If the Union decides that the employee's challenge is valid, the Union shall, within fourteen (14) calendar days of receiving the employee's written request, submit in writing to EPCOR Human Resources their position on, and justification of, the employee's challenge.
 - (g) Where a challenge is processed in accordance with Articles 2(e) and 2(f), EPCOR Human Resources shall meet with the employee and the Union within fourteen (14) calendar days from the day that the Union's position on the challenge is received. A written decision on the challenge together with the reasons will be given to the Union, the employee and the management supervisor within fourteen (14) calendar days of the meeting.
 - (h) Should this meeting fail to resolve the matter, Human Resources and the Union will utilize the process outlined in #3 to resolve the appeal.

3. Any appeals already advanced, and any that arise prior to the Hay Plan implementation, shall be dealt with as follows (Please note, if steps have already been completed, move to the next step):
- (a) The Union will provide written feedback and rationale for the appeal.
 - (b) The Company will undertake a review of the Union's submission and will provide a written response within ninety (90) calendar days of the Union's submission.
 - (c) Where practicable, the parties may find an alternate solution that deals with the particular circumstances of a position, and such solution shall be considered without prejudice and without precedent. Wherever possible, the alternate solution will attempt to deal with all of the issues pertaining to the appeal in order to completely conclude the matter.
 - (d) Where a solution cannot be found, the appeal will be held in abeyance.
 - (e) Where a solution does not conclude the appeal and only deals with the issue on an interim basis, the appeal shall be held in abeyance.
 - (f) For those appeals held in abeyance, the effective date for retroactivity will be protected.
 - (g) The parties agree that those appeals held in abeyance will be among the first positions reviewed under the Hay Plan once it is fully implemented.
 - (h) If after a position under appeal has been reviewed under the Hay Plan, the decision is still not satisfactory to the employee, their appeal will advance through the new process set out in the Collective Agreement, up to and including arbitration.
 - (i) The parties will jointly notify the impacted employees in writing of this agreement.

LETTER V - EMPLOYMENT AGENCY

- ** *The parties hereby agree that during the term of the agreement the parties will review and discuss the issue of dues collection from employment agency employees who perform work which falls under the jurisdiction of the Union.*

LETTER VI - SURVEY TECHNICAL ASSISTANT CLASSIFICATION APPEAL

- ** *The parties agree that the classification appeal initiated on behalf of the Survey Technical Assistant group would be considered to be resolved by the wage adjustment for this classification that forms part of this settlement between the parties. Additionally it is understood that no further classification review would be undertaken during the term of the 2002 - 2003 Collective Agreement.*

LETTER VII - SCOPE

- ** *The parties agree that the Scope in Calgary shall be limited to the Calgary Call Centre and shall make the appropriate changes to the certification at the Labour Relations Board during the term of this agreement.*

LETTER VIII - PAID LEAVE FOR COLLECTIVE BARGAINING

It is understood between the parties that for the next round of bargaining only, this letter of understanding will supersede Article 8.03.01.01.01.

The Company shall provide up to four hundred and fifty (450) hours of paid leave for collective bargaining to the CSU 52 Bargaining Committee.

Following the round of collective bargaining, the parties shall determine whether Article 8.03.01.01.01 shall become operative or this letter of understanding be inserted into the main body of the Collective Agreement.

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LETTER IX - OUT OF TOWN - TRAVEL & EXPENSES

In the spirit of partnership and in order to foster the growth of new business opportunities for EPCOR Utilities Inc. and/or its subsidiary companies, it is mutually agreed and understood by the parties that the following terms and conditions shall apply to Out of Town work situations:

1. ~~*~~ Employees required to work and/or travel out of town *for greater than one (1) day and one (1) night shall have the option to:*
 - a). Be reimbursed for all travel, accommodation and meal expenses ~~as~~ per the EPCOR policy; OR
 - b). Choose to be paid a daily living allowance (per diem) of one hundred and fifteen dollars (\$1 **15.00**) to cover expenses related to daily meals (forty-five dollars - **\$45.00**) and accommodation (seventy dollars - \$70.00). Such allowance would be advanced to employees prior ~~to~~ their out of town work assignment. It should be noted that this per diem amount is inclusive of any applicable Provincial Sales Tax (P.S.T.).
 - c). Employees must choose either option (a) or (b) prior to the Out of Town Work occurring.
2. *Employees who are required to work and travel out ~~of~~ town for less than one (1) day and one (1) night* ~~**~~ *shall be reimbursed for all travel, accommodation and meal expenses as per EPCOR policy.*
3. In the rare instance where employees have chosen option (b) and they incur legitimate accommodation and meal expenses in excess of the one hundred and fifteen dollars (\$1 **15.00**) per diem; employees shall submit bills/receipts to their management supervisor for review and authorization.
4. ~~*~~ Edmonton based employees who are required to utilize their personal vehicle to travel to and from their Out of Town Work location and for any other business purposes shall be reimbursed for their travel based on the *EPCOR policy*.
5. Should EPCOR Utilities Inc. and/or its subsidiary companies be successful in attaining Out of Town contracts of a longer duration [in excess of fourteen (**14**) calendar days], the parties shall meet and discuss the issues arising from this Out of Town Work and determine and agree ~~to~~ terms and conditions for this Out of Town Work.
6. The Company shall pay other legitimate Out of Town expenses such as material, equipment, supplies, and hosting. Payment for these expenses shall be made via the EPCOR purchasing policy (purchase orders), petty cash / expense claim reimbursement with appropriate receipts, or a cash float ~~to~~ the employee in charge of the Out of Town Project.
7. Should there be any discrepancies or issues with respect to the implementation of these provisions the parties agree to meet to review and resolve these items.

LETTER X - OUT OF TOWN WORK - EXTERNAL CONTRACTS

The parties mutually agreed to the following shared interests and understandings regarding Out-of-Town Work / External Contracts involving CSU 52 members in EPCOR Utilities Inc. and/or its subsidiary companies,

1. **The Company shall meet with employees impacted by out-of-town / external contracts on a case-by-case basis prior to the actual work being done.**
2. These meetings with employees and the Company shall be documented on the attached Out-of-Town Work Plan document and copies shall be forwarded to both the Union and Employee Relations.
3. The purpose of these meetings are as follows:
 - a) to maintain the flexibility to establish work / travel arrangements that best address the needs of each out-of-town external contract / assignment;
 - b) **to reach agreements that are “good for the employee (people) and good for the Company (business)”;**
 - c) to establish hours of work schedules on short notice and waive the provisions of Article **6.01.07**, and **6.01.08**, by establishing hours of work for each out-of-town / external contract based on mutual agreement between the Company and the affected employees;
 - d) to work out travel time and hours of work arrangements before the out-of-town / external contract begins;
 - e) to establish compressed hours of work schedules based on seventy-five (75) hours or eighty (80) hours bi-weekly and permit alternate hours of work schedules to accommodate out-of-town / external contract work.

Additionally, it is further understood by the parties that the following principles shall guide discussions and decisions in these work plan meetings:

- **To maximize business travel during regular hours of work and minimize travel time at premium rates or on an employee’s off days.**
- To encourage flexibility in travel times and hours of work, to meet work requirements and the personal needs of employees.
- **To establish reasonable limits on how long an employee(s) can work and/or travel in a day** (consistent with safety and labour standards).
- **To ensure that the Company designates one employee as the person “in charge” – of fulfilling the leadership role for the out-of-town / external contract work. The employee charged with this responsibility shall co-ordinate any issues while on site / out-of-town and would be responsible for dealing with any unforeseen situations as they arise.**
- **To ensure there is confirmation of the understandings / agreements of all affected employees by signing-off the work plan document (see attachment), with copies of the document being forwarded to the Union and Employee Relations. (This work plan process would occur for each out-of-town / external contract.)**
- **To reconsider work plan arrangements if the work requirements change significantly once the out-of-town / external contract work begins. The employee designated to take leadership for the particular out-of-town / external contract would be responsible for meeting with the other employees and determining if alternate work plan arrangements are required.**
- **To accommodate personal emergencies that require employees to return home prior to the conclusion of the out-of-town assignment.**
- **To provide a mechanism to debrief / provide feedback on out-of-town assignments after their completion.**
- **To default to the provisions of the main body of this Collective Agreement if agreement between the Company and affected employees is not achieved for a certain out-of-town / external contract assignment.**
- **Should EPCOR Utilities Inc. and/or its subsidiary companies be successful in attaining out-of-town / external contracts of a longer duration [in excess of fourteen (14) calendar days], the parties shall meet and discuss the issues arising from this out-of-town / external contract work and determine and agree to terms and conditions for this out-of-town / external contract work.**



UTILITIES INC. AND/OR IT'S SUBSIDIARY COMPANIES

OUT OF TOWN CSU 52 WORK PLAN MEETING

DATE: _____

Job Location: _____

Pay Period From: _____ To: _____

Start Date: _____

Completion Date: _____

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

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

Work Plan: _____

Comments: _____

Addendum Attached: Yes No

Agreed by Workers Involved:

NAME	POSITION	PARTICIPANT (YES/NO)	SIGNATURE

Date

Approved by: _____
Manager/or Management Supervisor

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

LETTER XI - EPCOR CORPORATE MARKETING & REPUTATION MANAGEMENT - PUBLIC INFORMATION OFFICER II - FLEXIBLE AND VARIABLE HOURS OF WORK

Further to Letter of Understanding #1 Staggered, Flexible and Compressed Hours of Work Program, the parties have agreed to a flexible and variable hours of work program for Public Information Officer II positions in EPCOR Corporate Marketing and Reputation Management.

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

1. This flexible and variable hours of work program is an operational requirement for up to six (6) new positions of Public Information Officer II and therefore can not be terminated by the employees by serving notice to the Company.
2. The posting(s) for these up to six (6) positions clearly indicated the operational requirement for an ongoing flexible and variable hours of work program. Successful applicants to these positions were clearly advised of this requirement for service.
3. It is expected that the nature of the work for these up to six (6) Public Information Officer II positions will require evening and weekend work. In order to meet these operational requirements these employees' hours of work schedules will need to be flexed or varied within a bi-weekly pay period to meet the operational/ service requirements of these jobs.
4. These employees shall be in eight (8) hour per day, and eighty (80) hour bi-weekly positions. Such change of hours of work for these employees shall not exceed ten (10) hours per day or eighty hours per pay period. If the requirement of service is for these employees to work greater than ten (10) hours per day and/ or greater than eighty (80) hours per pay period, then these employees shall be granted a number of hours off duty, with pay, during regular working hours, equivalent to two (2) times the number of such hours worked in excess of ten (10) hours per day and/ or eighty (80) hours bi-weekly. In these situations, the employee would require prior approval from their management supervisor prior to working the overtime. Additionally, it is understood that when overtime is anticipated in a bi-weekly pay period the employee and the manager will first try to flex or vary that employee's schedule to include the off duty hours earned due to overtime in that same pay period. If this can not be accommodated due to other job specific requirements for service during normal operating hours then the overtime earned shall be paid to the employee or banked through the payroll system based on the approval of the Management Supervisor. Time that is banked in the payroll system will be subject to the terms and conditions outlined in the current Collective Agreement between the parties under Article 6.03.
5. The Company shall provide a minimum of twenty – four (24) hours notice to such employees if there is an emergent requirement to change these employees normal / regular hours of work.
6. It is understood that for the purposes of any absence from work such as Vacation, Stat Holidays or illness (STD/LTD) these days will be considered eight (8) hours per day.
7. It is understood that the two (2) Management Supervisors for these up to six (6) positions will meet with these employees and establish the regular hours of work schedule for these employees and inform the Union and Human Resources regarding the outcome of these discussions. It is further understood, that there may be a possibility of establishing a compressed hours of work schedule (four days per week at ten hours per day each) for all or some of these up to six (6) employees as their regular hours of work. This will be at the discretion of the Management Supervisors following discussions with these up to six (6) employees.
8. The parties are also aware of the Employment Standards requirements with respect to the following:
 - Employees will not work greater than twelve (12) consecutive hours in one work day,
 - Employees will receive the appropriate days of rest after consecutive days of work as outlined in Division 3 – Item 19 of the Employment Standards Code.

SIGNED this _____ day of _____, A.D. 2003

CIVIC SERVICE UNION 52

EPCOR UTILITIES INC.

Witnessed By: