

COLLECTIVE AGREEMENT

between

EPCOR UTILITIES INC.

and its subsidiary companies

EDMONTON POWER INC.

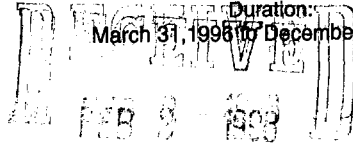
AQUALTA INC.

ELTEC INC.

- and -

**LOCAL NO. 1007,
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

Duration:
March 31, 1996 to December 31, 1998.



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NOTES:

The Collective Agreement has been revised throughout where references existed to the City of Edmonton as the employer. These references have been changed to " the Company "throughout.

1. An asterisk (*) designates a clause that existed in the previous Agreement which has been reworded. Plus any words which have been added are underlined.
2. A double asterisk (**) designates a new clause and / or a new article

COLLECTIVE AGREEMENT

between

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

- and -

LOCAL NO. 1007,
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS
(hereinafter referred to as the "Union")
Of the Second Part

1. AMENDMENT AND TERMINATION

1 .01 WITNESS that this Agreement shall become effective upon the date that the said Agreement is signed by the authorized officers of the Company and the Union and shall continue in force and effect beyond the expiration date from year to year thereafter unless terminated by written notice from 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 until either the process of collective bargaining has been completed in accordance with the Labour Relations Code or a

it-- strike or lockout commences in accordance with the Labour Relations Code. Changes to 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 authorized officers of the parties to the Agreement.

1.02. The parties agree that they will cooperate in an effort to promote harmony and efficiency among all employees covered by this Agreement.

1.03. The duration of this Agreement shall be for the period from March 31, 1996 to December 31,
* 1998, Unless otherwise specified in this Agreement or its appendices, all changes from the current Agreement shall become effective on the pay period start date that is closest to the Union's date of ratification.

2. SCOPE

This Agreement shall apply to all employees of the Company, engaged in the installation, construction, maintenance, repair and operation of electrical and/or related communication equipment owned or operated by the Company, excluding those employees who exercise managerial functions or are employed in a confidential capacity in matters relating to labour relations.

3. DEFINITIONS

3.01. *Banked Overtime Year*

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

3.02. Calendar Year

The words "calendar year" when used in this Agreement shall mean a period of twelve (12) consecutive months commencing January 1 and ending December 31.

3.03. Class

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

3.04. Hours of Work Schedule

The words "hours of work schedule" when used in this Agreement shall mean a timetable of the daily hours of work, exclusive of overtime, assigned to a job.

3.05. Interpretations

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.

3.06. Job

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

3.07. Off Day

The words "off day" 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.

3.08. 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 job and has continued in the employ of the Company.

3.09. *Permanent Job*

The words "permanent job" when used in this Agreement shall mean a permanent job as provided for in the permanent establishment of the Company.

3.10. *Probationary Employee*

The words "probationary employee" when used in this Agreement shall mean an employee who is serving a trial period of employment in his initial employment in a permanent job coming within the scope of this Agreement.

3.11. *Promotion*

The word "promotion" when used in this Agreement shall mean the advancement of an employee to a job paying a higher salary than his present job, except as provided for in 10.02.

3.12. *Provisional Employee*

* The words "provisional employee" when used in this Agreement shall mean a person engaged in full-time temporary employment who has completed twelve (12) months of temporary service for the Company or the City of Edmonton, within a period of three (3) consecutive years, in a job coming within the jurisdiction of the Union. 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, voluntary resignation or termination, shall cancel provisional status.

3.13. *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.

3.14. *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 job within the pay range specified for the class of such job in Appendix I of this Agreement.

3.15. *Temporary Employee*

The words "temporary employee" when used in this Agreement shall mean any employee who is filling a seasonal or established temporary job for a predetermined period of time.

3.16. *Vacation Year*

* The words "vacation year" when used in this Agreement shall mean a period of twelve (12) consecutive months commencing January 01 of each year.

4. MANAGERIAL RESPONSIBILITIES

4.01 *.Discipline*

4.01.01.

* The Company may discipline an employee for just cause and the employee shall be notified thereof, with reasons supplied in writing. Copies of all disciplinary reports (other than documented oral reprimands) and notices of discharge shall be forwarded to the Union indicating clearly the exact nature of same, prior to such discipline being applied. Should the employee or the Union be of the opinion that the discipline is unjust, the discipline may be the subject of a grievance and processed in accordance with the grievance procedure of this Agreement.

4.01.02.

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 he 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; however, should the Union representative be unavailable, the Company shall not be prevented from taking disciplinary action,

4.01.03.

Where the Company has issued an employee a discipline report which is based upon or related to a previous documented oral reprimand, such documented oral reprimand shall be attached to the discipline report for informational purposes and subsequently forwarded to the Union.

5. **UNION SECURITY**

5.01 The Company recognizes the Union as the exclusive bargaining agent for those employees covered by this Agreement for the purposes of collective bargaining in respect of wages, hours, fringe benefits and working conditions. The Company agrees to inform new employees of the existence of this Agreement.

5.02. There shall be no discrimination against any employee by virtue of his being or performing his duty as a member of the Union.

5.03. 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.

- 5.04. Employees granted leave of absence without pay
* in excess of ten (10) consecutive working days shall make arrangements through the payroll section to prepay union dues before their leave of absence commences.
- 5.05. The Company agrees that representatives of the Union shall be allowed
* access to areas where employees within the scope of this Agreement are working for the purpose of conducting Union business, provided the Company is first notified and such privilege does not interfere with the regular operation of the Company.
- 5.06. The Union shall inform the Company as to the names 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.

6. WORKING CONDITIONS

6.01. *Hours of Work*

6.01 .01 *Normal Hours of Work*

6.01 .01.01

The normal hours of work shall consist of eight (8) hours to be worked in a nine (9) or eight and one-half (8 1/2) hour period between 07:00 and 18:00 hours, with one (1) hour or one-half (1/2) hour intermission for lunch. Employees may be required, as service conditions allow, to carry their lunches and eat them at the job site in which case a one-half (1/2) hour intermission will be observed and the total work day period will be reduced to eight and one-half (8 1/2) hours.

6.01 .01 .02.

A normal week shall consist of forty (40) hours, eight (8) hours per day, five (5) days per week,

Monday through Friday inclusive. However, where the requirements of service demand it, the work week may be any five (5) consecutive days during the week.

6.01 .01.03.

The normal hours of work of the Generation Company (EPI - GENCO) shall be eight (8) hours to be worked between 07:30 and 16:30 hours with one-half (1/2) hour off for lunch, Monday through Friday of each week.

6.01 .01.04.

The normal hours of work of the Water Treatment Plants (AQUALTA) shall be eight (8) hours to be worked between 07:00 and 16:00 hours with one-half (1/2) hour off for lunch, Monday through Friday of each week.

6.01.02. *Other Hours of Work*

Where the requirements of the service indicate, hours of work other than the normal hours of work shall be established in accordance with the following conditions:

6.01.02.01.

Except as provided in 6.01.02.01 .01., if shift work is contemplated in work areas where employees are not presently required to work shifts, the Company shall inform the Union and affected employees of its intention to establish such shifts involving employees coming within the jurisdiction of the Union thirty (30) calendar days prior to the proposed implementation date. Said shift work will not be developed to meet short-term emergent situations. New shift schedules will extend for a minimum period of thirty (30) calendar days, unless otherwise mutually agreed between the Company and the Union.

6.01.02.01 .01

Where shift work is contemplated in the Power Plants as a result of a forced power outage, the Company shall inform the Union and affected employees of its intention to establish such shifts involving employees coming within the jurisdiction of the Union. Such notice shall be provided twelve (12) calendar days prior to the proposed implementation date and the new shift schedules will extend for a minimum period of fourteen (14) calendar days, unless otherwise mutually agreed between the Company and the Union.

6.01.02.02.

Shifts will be established of eight (8) hours per day, five (5) days per week, except that on changing shifts an employee might be required to work six (6) days in that week in which the change of shift takes place. In this event, he shall be allowed an off-day during the regular shift rotation to compensate for the off-day missed due to the change. Such shifts shall be established between 15:00 and 01:00 hours and 23:00 and 09:00 hours, or as mutually agreed between the parties where shift coverage is required.

6.01.02.03.

Where an employee is required to work shifts, a paid lunch period shall be included within the shift, where one-half (1/2) or more of said shift falls between 16:00 and 08:00 hours. In the event an employee is engaged in work required to be done each and every day of the week, rotating between day, afternoon and midnight shifts, he shall receive a paid lunch period to be included within all shifts while so engaged.

6.01.02.04.

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.

6.01.02.05. . Employees who commenced work with the City of Edmonton and who came under the jurisdiction of the Union prior to July 15, 1971 and who are not presently required to work shifts shall be exempt from having to participate in shift work except as mutually agreed to between the Union and the Company. However, these employees shall have the right to apply for any jobs developed as a result of new shifts.

New shifts that are developed will be posted in the required manner and, if qualified personnel do not apply, the Company reserves the right to appoint any qualified employee who joined the service after July 15, 1971.

6.01.03. *General Provisions*

6.01.03.01.

Where a change in an employee's daily hours of work or off days is required to meet the conditions of the service, the following conditions shall apply:

6.01.03.01.01.

a working week's notice of the change must be provided; that is, either five (5) six (6) or seven (7) working days, dependent upon the employee's scheduled hours of work. If these conditions are not fulfilled, the employee whose hours of work have been changed shall receive overtime premium for those shifts worked prior to the expiration of the required notice.

6.01.03.01.02.

there must be a minimum of eight (8) hours between scheduled shifts or the shift which commences prior to the required off-time period shall be paid at overtime premium rates.

6.01.03.02.

All hours of work including one complete rotation of a shift shall be posted and maintained in a prominent place readily available to the employees concerned. The said shift schedule shall stipulate the hours to be worked each day, the days to be worked each week, also designating the off days each week, which would be consecutive, where practicable. Shift schedules shall adhere to all regulations specified in this Agreement, unless prior agreement by the Union has been obtained in writing.

6.01.03.03.

All existing shifts shall remain in effect unless terminated by the Company.

6.01.03.04.

Postings shall contain the hours of work of the job being posted.

6.02. *Overtime Work*

6.02.01.

Where an employee is required to work hours in excess of his regular hours of work, he shall be paid two (2) times his regular rate of pay for each additional hour worked.

6.02.02.

* Where an employee is required to work overtime not immediately prior to, or immediately following his regular shift, he shall be paid not less than two (2) hours at the overtime rate of pay. Where the start times of two occurrences fall within two (2) hours of each other, they shall be considered one

(1) occurrence for the purpose of computing minimum pay.

6.02.03.

In instances of emergency call-out, the call-out shall commence from the time an employee is called at home and shall continue until the time he returns home, provided however, that the employee goes directly from home to the worksite and returns directly home on completion of the work. Such travel time shall not exceed one-half (1/2) hour each way or in the case of a Genesee-based employee, forty-five (45) minutes each way, and shall be included in the minimum call-out time specified in 6.02.02., except that should the work continue for more than one (1) hour, it shall be in addition to the actual time worked.

6.02.04.

* An employee required to work through his lunch period shall be allowed one (1) hour off during the employee's regular hours of work on that day or two (2) times the employee's regular rate of pay for the lunch break worked. The lunch period shall be defined as within one (1) hour before and one (1) hour after the employee's normal lunch break.

6.02.05.

All scheduled overtime shall be distributed as evenly as possible among employees in their respective jobs.

6.02.06. *Overtime Lunch Breaks*

6.02.06.01.

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.

6.02.06.02.

An employee required to work overtime in excess of two (2) consecutive hours immediately prior to the commencement of his regular hours of work shall be eligible for a lunch break, without loss of pay, at a time mutually agreed between the employee and his immediate supervisor.

6.02.06.03.

An employee required to work overtime, following the completion of his regular hours of work, which continues in excess of two (2) hours, shall be eligible for a lunch break, without loss of pay, at a time mutually agreed between the employee and his immediate supervisor. In the event 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.

6.02.06.04.

An employee who, because of the nature of his job or an emergent situation, does not receive the lunch breaks specified in clauses 6.02.06.01. and 6.02.06.03. during the period of overtime work or during his regular hours of work, as specified in clause 6.02.06.02., shall be paid one-half (1/2) hour at two (2) times his 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.

6.02.07.

An employee required to work past his regular quitting time shall be guaranteed a minimum of

one-half (1/2) hour's pay at two (2) times his regular rate of pay.

6.02.08.

Where an employee is required to work overtime and receives less than four (4) consecutive hours off duty in the eleven (11) hour period immediately prior to the commencement of his regular hours of work, that employee shall continue to be paid at two (2) times his regular rate of pay for the hours worked until such time as he is relieved from duty. Such an employee, who is relieved from duty shall be paid at his regular rate of pay for the balance of his regular hours of work for the day.

6.02.08.01.

Where an employee has worked a minimum of four (4) consecutive hours' overtime to within two (2) hours of the commencement of his regular hours of work, such employee shall immediately commence his regular hours of work or be paid at his regular rate of pay for the time prior to his regular hours of work. Notice of change to the employee's regular hours of work shall not be required under this article.

6.02.09.

An employee who is scheduled to work overtime on a regular off day and the scheduled overtime is cancelled with less than eight (8) hours' notice to the employee, shall be paid two (2) hours at two (2) times his regular rate of pay.

6.03. *Banked Overtime*

6.03.01.

An employee at his option, may credit a portion of his overtime pay and a portion of his pay for work on a statutory holiday, or credit all of such pay to his overtime bank. An employee may also credit to his overtime bank the dollar amount for a day off in lieu of a statutory holiday.

6.03.02.

The initial forty (40) hours of banked overtime, or forty-eight (48) hours in the case of shift workers, of the overtime bank shall be scheduled as time off, as mutually agreed between the employee and the Company. The Company shall have the right to schedule the remainder of the banked overtime as time off, if mutual agreement as to when such time off is to be taken cannot be obtained, or the employee shall have the option to be paid out in cash.

6.03.03.

The time equivalent shall be calculated by dividing the dollar amount credited to an individual employee's overtime bank by the employee's regular rate of pay at the time the banked overtime is to be taken.

6.03.04.

Except as provided for in 6.03.05., any portion of the dollar amount credited to an individual employee's overtime bank shall be paid off in cash, at the option of the employee, provided that such payment is made at a time agreeable to the Company.

6.03.05.

If, on the last pay ending in April of each year, an employee has accumulated time remaining in the bank, all time in excess of forty (40) hours, or forty-eight (48) hours in the case of shift workers, shall be paid out. Employees shall have the option to carry over forty (40) hours, or forty-eight (48) hours in the case of shift workers, to the next banked overtime year.

6.04. *Pay for Work on Off Days*

An employee required to work an off day shall be paid at two (2) times his regular rate of pay for all hours worked. The provisions specified in 6.02.02. and 6.02.08. shall be applicable in this section.

6.05. *Pay for Work on Statutory Holidays*

6.05.01.

An employee required to work on a recognized statutory holiday, for which he is eligible, shall receive two (2) times his regular rate of pay for each hour worked.

6.05.02.

Provisions specified in 6.02.02. and 6.02.08. shall be applicable in this section.

6.06. *Temporary Change of Duty*

6.06.01.

On each occasion an employee is appointed to relieve for one (1) working day or more in a job senior to that which he regularly holds, he shall be paid the regular rate of pay established for the higher job for the whole of the relief period. In instances where multiple rates have been assigned the job to be relieved, the relieving employee shall receive a rate of pay within the assigned range of said job which allows for a minimum of the next higher rate above the regular rate of pay of his vacated job as outlined in Appendix I.

6.06.02.

The provisions of 6.06.01. shall not apply to incumbents of established relief jobs while relieving those jobs established for relief on a regular basis by said incumbent.

6.06.03.

When an employee is appointed to relieve in a higher paid classification for a period reasonably foreseen to be of six (6) months or greater duration, he will be staff-formed into the higher paid classification in order to receive benefits at the higher rate of pay.

6.06.04.

When a period of relief, originally foreseen to be less than six (6) months, actually exceeds six (6) months, the affected employee will receive

retroactive compensation for vacation, statutory holidays and sick leave at the higher rate. The employee will pay any necessary additional health and welfare benefit plan premiums as a result of being eligible for benefits at the higher rate.

6.07. *Shift Differential*

6.07.01.

* An employee who works a scheduled shift, one-half (1/2) or more of which falls between 16:00 and 08:00 hours shall receive a shift differential of ninety-five (95) cents for each hour of that shift. An employee shall be eligible for shift differential for regularly scheduled hours worked at premium rates on statutory holidays only.

6.07.02.

* An employee who works a scheduled shift, one-half (1/2) or more of which falls between 08:00 and 16:00 hours on a Sunday, shall receive a shift differential of ninety-five (95) cents for each hour of that shift, provided that said Sunday does not constitute one of his off days, a recognized statutory holiday or an overtime shift.

6.08. *Height Pay*

An employee working on a structure at or above an elevation of seventy-five (75) feet free fall or more above the ground or the point upon which said structure is affixed shall be paid one (1) hour's pay at his regular rate of pay for each hour so worked in addition to either his regular rate of pay, or his overtime rate in the event he is working in accordance with clauses 6.02., 6.04. or 6.05.

6.09. *Reporting Pay*

Temporary employees who either report for work and are sent home before engaging in work, or who are intermittently instructed not to report for work, shall be paid two (2) hours' reporting pay in accordance with the following:

6.09.01.

Temporary employees who have been in the continuous employ of the Company for thirty (30) days in their current employment with the Company shall be paid reporting pay at their regular rate of pay established in accordance with the provisions of this Agreement. Prior to said thirty (30) day period, they shall be paid in accordance with the provisions of the Employment Standards Act.

6.09.02.

The provisions of 6.09. shall not apply for any part of a layoff period anticipated to be in excess of five (5) working days.

6.09.03.

Temporary employees who work some portion of their assigned shift shall receive their regular rate of pay for actual hours worked or two (2) hours' pay at the regular rate, whichever is the greater.

6.10. *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 clauses 6.07, 6.08 and 6.11.

6.11. *Brush Maintenance*

An employee required to perform brush maintenance, on generators in the Power Plants or on high lift pump motors in the Water Treatment Plants while the machine is in operation, shall be paid one-half (1/2) hour's pay at his regular rate of pay, for each hour so worked, in addition to either his regular rate of pay, or his overtime rate in the

event he is working in accordance with clauses 6.02., 6.04. or 6.05.

6.12. *Tool Allowance*

6.12.01.

All journeymen and apprentices shall supply the basic tools of their respective trades. A list of the basic tools for each trade will be developed by the Company and reviewed with the Union.

6.12.02.

The Company will replace or repair those tools which are worn out or broken through reasonable wear and tear while performing the work of the Company.

7. PAY PROVISIONS

7.01. *Wages*

7.01.01.

The regular rates of pay established in Appendix I, which form a part of this Agreement, shall apply for the duration of this Agreement. Employees shall be paid every two (2) weeks.

7.01.02.

No permanent employee covered by this Agreement shall be designated as an hourly rated employee. Hourly rates are included only for the purposes of computing overtime.

7.01.03.

Should the Company inadvertently overpay an employee, the Company shall make the necessary monetary adjustments and take such internal administrative action as is necessary to correct such errors at its earliest reasonable occasion.

7.02. *Retroactive Pay*

7.02.01.

* Employees in the service as of the signing of this Agreement shall be eligible for a retroactive payment of wages only to December 24, 1995, based on their employment in a class or classes coming within the scope of this Agreement, in accordance with the following:

7.02.01.01.

the percentage increase to the regular rate of pay for paid straight-time hours;

7.02.01.02.

the percentage increase to the overtime rate of pay (regular rate of pay times two [2]) for hours worked at the overtime or off-day premium;

7.02.01.03.

the percentage increase to the rate of pay at the existing statutory holiday premium (regular rate of pay times two [2]) for scheduled hours worked on a statutory holiday;

7.02.01.04.

the percentage increase to the premium rate of pay at the existing statutory holiday premium (regular rate of pay times two [2]) for unscheduled hours worked on a statutory holiday.

7.02.02.

Past employees who were in the service between the expiration date of the previous Agreement and the date of the signing of this Agreement shall be entitled to any retroactive adjustment of the regular rate of pay provided in the settlement if they apply for same, in writing, within thirty (30) calendar days of the signing of this Agreement.

7.03. *Dually Qualified Tradesmen*

7.03.01.

A tradesman who is qualified in separate and distinct trades and who is required by the Company to utilize these qualifications in the course of his duties, shall be reimbursed two and one-half (2 1/2) percent higher than the higher regular rate of pay listed in Appendix I of this Agreement, which is paid to tradesmen qualified in the trades required. Such two and one-half (2 1/2) percent shall be deemed to be included in the hourly rate for all purposes.

7.03.02.

The Company shall determine which jobs and the number of jobs where dually qualified tradesmen are required.

8. **FRINGE BENEFITS**

8.01. *Statutory Holidays*

8.01.01.

All employees shall receive the recognized statutory holidays for which they are eligible as outlined in Appendix III of this Agreement, with pay, or other days with pay in lieu of such statutory holiday, or pay in lieu, provided they are available for work in accordance with their shift preceding, during and following the designated day for observance of the holiday, or on approved leave for a period of ten (10) working days or less duration, except when such leave is a result of a compensable accident. 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 the remaining days shall be paid from accumulated sick leave entitlement. Where the Company designates a day in lieu of the actu-

al statutory holiday for the majority of its employees, the employee may be allowed off on such day. In the event that the Company requires the employee to work, the employee may be allowed a day off in lieu of the statutory holiday at a time that is mutually agreeable to the employee and the supervisor. If such a day cannot be provided, the employee shall receive a day's pay in lieu of the statutory holiday.

8.01.02.

- * Statutory holidays, shall be observed by the parties to this Agreement on the normal calendar day of occurrence. Employees shall be eligible for the premium pay provisions of 6.05. on the normal calendar day only. It is expressly agreed and understood that the normal calendar day shall be observed as the statutory holiday in lieu of any alternative day which may be established by legislation and that the statutory holiday provisions shall not apply under any circumstances to any alternative calendar day which may be established by legislation. Where the Company designates a day in lieu of the actual statutory holiday for the majority of its employees and an employee is assigned such day off with pay and because of conditions of the service he is required to report to work, he shall receive the off day premium as provided in 6.04. unless he has received five (5) working days' notice of such change.

8.02. *Annual Vacations*

8.02.01.

- * A list showing the vacation leave of employees shall be posted on Company bulletin boards at the commencement of the calendar year. Employees shall have until March 31 to indicate their preferred vacation choice for the period from May 01 to December 31. Any employee who fails to indi-

cate a choice by March 31 will have waived whatever right he may have had to choose his vacation leave period. Between April 1 and April 15, the vacation leave schedule for all employees shall be posted. Seniority will prevail in the preparation of this schedule. Seniority for second choice of vacation leave shall not apply until each employee on such schedule has indicated his first choice.

All requests to use vacation leave between January 01 and April 30 will be granted subject to the company's operational requirements and shall not affect an employee's ability to exercise his first choice for the period from May 01 to December 31.

8.02.02.

Relief personnel designated as such in accordance with 6.01.02.04. shall be considered junior in seniority for vacation sign-up purposes.

8.02.03.

There shall be no cash pay out of vacation credits except as mutually agreed between the Company and the employee.

8.03. *Leave of Absence*

Leave of absence without pay for full-time Union employment, to a maximum of two (2) official Union jobs, shall be granted under the following conditions:

8.03.01.

In the event that an employee becomes a full-time official of the Union, he shall be granted leave of absence without pay for the purpose of carrying out the duties of his office and shall retain his seniority as if he had remained in continuous employment with the Company. He shall have the right, at any time, upon giving one (1) month's notice, to return to his previous job or to such other job to which he may be promoted by reason of seniority and ability.

8.03.02.

Such an employee shall make regular contributions to the Charitable Assistance, Pension Fund and all employee benefits, participating in same as would an ordinary permanent employee of the Company. His contributions to these benefits shall be based on his earnings during his full-time employment with the Union, who shall pay the Company a proportion, making due allowance for changes in his marital status and number of dependents.

8.04. *Protective Clothing*

8.04.01.

In lieu of leather overalls, coveralls, and/or smocks, the Company shall pay to all employees with a minimum of twelve (12) months' continuous service as of October 15, the sum of one hundred dollars (\$100.00) per year to be calculated during the last pay ending in October each year and paid on the corresponding pay day. Employees with less than twelve (12) months' continuous service and a minimum of six (6) months' continuous service as of October 15, shall be eligible to receive such protective clothing allowance on a pro-rated basis to the closest month.

8.04.02.

Permanent employees shall have the option to provide receipts for overalls, coveralls and/or smocks, where such protective clothing is required for work, and shall receive a non-taxable reimbursement of actual expenses up to one hundred dollars (\$100.00). Should an employee not submit receipts by September 15, he shall receive a taxable clothing allowance. Gloves will be subsidized at sixty (60) percent of cost.

8.04.03.

An employee who is absent from work for more than six (6) months shall receive clothing allowance in accordance with 8.05.01. on a pro-rated basis to the closest month. Should an employee be absent as of October 15 for the reasons provided herein, he shall receive clothing allowance upon his return to work.

8.04.04.

Protective clothing, such as safety helmets, welder's suits and gloves, rubber aprons for the handling of batteries and such clothing as may be required for painting crews, oil handling crews, eductor crews and portable steam crews, will be supplied. Replacement shall be made on evidence of fair wear and tear.

8.04.05. *Safety Boot Subsidy*

8.04.05.01.

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

8.04.05.02.

Employees who are required to wear Lineman boots shall receive a subsidy of seventy-five dollars (\$75.00) every three (3) years, provided that such employees complete thirty (30) days' continuous employment with the Company.

8.05. *Notice Board Space*

The Company agrees to provide notice board space for the use of the Union, in suitable locations easily accessible to employees, for the purpose of posting notices of forthcoming events.

8.06. *Meter Reader Clothing*

Meter Readers shall receive the following items of clothing:

8.06.01.

new uniforms, consisting of one (1) uniform coat, two (2) pairs of trousers, three (3) shirts and one (1) winter cap, shall be supplied yearly before the fifteenth (15th) day of May.

8.06.02.

one (1) raincoat and one (1) parka shall be supplied every three (3) years, with the replaced garments remaining with the Meter Reader as a temporary replacement if and when new garments require cleaning or damage repair.

8.06.03.

the Company shall be responsible for repairs to uniform coats, trousers, parkas and raincoats, provided damage was done on the job.

8.06.04.

the Meter Reader is responsible for, and expected to maintain, all issued clothing in a clean condition.

8.06.05.

until items have been replaced, they shall remain the property of the Company.

8.07. *Parking*

Parking facilities, where available, will be supplied at plant locations, sub-stations and service yards, at the rate of up to three dollars (\$3.00) per month per employee using the parking facility.

9. EMPLOYMENT

9.01.

The normal probationary period for new employees engaged in permanently established jobs shall be three (3) months, with the Company reserving the right, in certain instances, to extend this period to a maximum of six (6) months. In extenuating circumstances the probationary period can be extended, by mutual agreement between the Union and the Company, to a maximum of eighteen (18) months.

9.02.

In the event that the normal probationary period is extended, the employee and the Union shall be advised of the Company's reasons.

9.03.

New employees who, for any reason, do not meet the requirements of the job or for permanent status during the probationary period, shall be separated from the service.

9.04.

Any person hired into a journeyman category must qualify for and obtain the applicable certificate for that category issued by the Alberta Apprenticeship and Industry Training Board, prior or to the expiration of his probationary period.

10. PROMOTIONS

10.01.

In making promotions to vacant jobs coming within the jurisdiction of the Union, the required knowledge and skills contained in the job posting shall be the primary considerations, and where two (2) or more applicants are equally qualified to fulfil the duties of the job, seniority shall be the determining factor.

10.02.

* For the purposes of this section, a Power Lineman IV's appointment as a Troubleman, a Troubleman's appointment as a Power Lineman IV and a Power Electrician II's appointment as a Power System Technician shall be considered a promotion.

10.03.

Employees, upon promotion, shall have a trial period of three (3) months, with the Company reserving the right in certain instances to extend this period to a maximum of one (1) year. In the event that the trial period is extended, the employee and the Union shall be advised of the Company's reasons.

10.04.

During the trial period of three (3) months, an employee may revert to his former job or may be reverted by the Company. If the trial period is extended, the Company may revert an employee to his former job, or to an equivalent job for which he is qualified, at not less than the regular rate of pay which he received in the former job.

10.05.

Employees shall be eligible to apply for positions not coming within the scope of this Agreement and shall receive consideration in accordance with their qualifications, experience and seniority. However, nothing in this Agreement shall be deemed to bind the Company to appoint an employee to a position which does not come within the scope of this Agreement.

10.06.

Any employee having the seniority and qualifications to fill a higher vacant job and who, for any reason, declines or refuses to accept such job when it is offered to him in writing, shall become junior in seniority to the employee who is appoint-

ed. This clause shall not apply to a temporary job of less than one (1) week.

10.07.

The Company agrees to notify the Union of all positions of the first level of management outside the scope of this Agreement in order that employees may be afforded an opportunity to apply for such positions.

10.08.01.

- * The lines of promotion in the Water Treatment Plants in AQUALTA, shall be from Water Plant Operator I to Water Plant Operator II, and from Water Plant Operator II to Water Plant Operator III.

10.08.02.

- * Promotion to a Water Plant Operator II is open only to those employees possessing a Class II Alberta Environment Certificate. Promotion to a Water Plant Operator III is open only to those employees who have successfully completed the course work and have obtained a passing grade in the examination for a Class III Alberta Environment Certificate. Promotion to a Charge Operator is open only to those employees who possess a Class IV Alberta Environment Certificate.

10.08.03.

If the conditions of service require that a Water Plant Operator II job or Water Plant Operator III job be filled immediately, the Company may temporarily appoint an employee who does not possess the qualifications noted in 10.08.02. Such employee shall not be confirmed into the position until he has obtained the required qualifications.

11. LAYOFFS AND REHIRS

NOTE:

For the purposes of Layoffs and Rehires there will be two Companies recognized. The first Company would be Edmonton Power, EPCOR and ELTEC and the second Company would be AQUALTA.

11.01.

* If the permanent staff of a Company is to be reduced, the Company shall first determine the number of jobs to be reduced within each class. Except as specifically provided in 11.05., those employees who were last appointed to a class to be reduced, shall be the first employees removed from such class for the purposes of layoff, provided those remaining in the class are qualified and capable to perform the duties of the remaining jobs in the class.

Non-permanent employees belonging to the class to be reduced shall be laid off prior to the removal of permanent employees from the class.

11.02. *Reversion*

11.02.01.

If an employee was promoted or laterally transferred into a permanent job within a class to be reduced in accordance with 11.01., such employee may, at his option, **revert** to a permanent job within the class formerly occupied by the employee, within and between either of the Companies, provided that he is qualified and capable of performing the duties of the job, and provided that such job is within the jurisdiction of Local 1007 I.B.E.W.

11.02.02.

If a permanent employee has accepted a lower rate of pay than the rate of his former job as a result of commencement on an apprenticeship program, and the apprentice position is abolished

in accordance with 11 .01., such employee may, at his option, **revert** to a permanent job within the class formerly occupied by the employee, within and between either of the Companies, provided that he is qualified and capable of performing the duties of the job, and provided that such job is within the jurisdiction of Local 1007 I.B.E.W.

11.02.03.

- * If a permanent employee was demoted into a job within a class to be reduced in accordance with 11 .01., such employee may **revert** to a permanent job within the class formerly occupied by the employee, within and between either of the Companies, provided he is qualified and capable of performing the duties of the job, unless the employee had been demoted for disciplinary reasons from such job, or if he had been demoted from his former job for such other reasons the Company determines would constitute it inadvisable to return him to his former job.

11.02.04.

- * The Company shall determine which permanent job will be assigned to a permanent employee upon his **reversion** to his former class.

11.02.05.

Employees, who voluntarily demote from a class where a primary function is supervision, shall not be eligible to **revert**.

11.02.06.

- * An eligible permanent employee, removed from a class for the purposes of layoff, who elects not to **revert** to a job within his former class, shall be laid off from the Company.

11.03.

- * Where **reversion** is not available to a permanent employee who is removed from a class, the Company shall attempt to **assign** such employee to

any vacant alternate job, within the same Company that he is qualified for and capable of performing in accordance with his jurisdictional seniority. The Company shall determine whether a permanent employee is qualified for and capable of performing the duties of an alternate job and shall identify which alternate job, if any, shall be assigned to the permanent employee. The Company shall review the qualifications and capabilities of the employee with the Union prior to his **assignment** to an alternate job. A permanent employee shall not be eligible for **assignment** to an alternate job, if such **assignment** results in an increase to the regular rate of pay to the employee.

11.04.

* If a permanent employee is not eligible for reversion, or assignment to an alternate job in accordance with 11.03., the Company shall attempt, prior to his layoff, to assign the employee to an alternate job for which he is qualified for and capable of performing within the Utility Worker class within the Company in accordance with his jurisdictional seniority.
An employee, who is removed from the Utility Worker class as a result of the placement of an employee more senior than himself, shall be treated in accordance with the applicable provisions governing layoffs and rehires.

11.05.

If the permanent staff of the Utility Worker class is to be reduced, permanent employees shall be removed from the class in the reverse order of their jurisdictional seniority.

11.06.

- * A permanent employee removed from a class for the purposes of layoff, who is not assigned or elects not to accept an alternate job shall be laid off from the Company.

11.07.

- * Permanent employees to be laid off from permanent jobs shall receive a minimum of fourteen (14) calendar days' notice of such layoff. In the event that notice is not provided, the Company shall provide the employee with a payment equal to the wages the employee would have earned had he worked his regular hours of work in the fourteen (14) day period. The Union shall be notified when layoffs are contemplated.

11.08.

- * Permanent employees to be laid off shall be given a general priority throughout the Company for any vacancy for which they are qualified. The general priority shall not override the rehire provisions or the provisions of clause 10.01. "Promotions".

11.09.

Permanent employees to be laid off who request and receive a lump sum payment from their Income Replacement Entitlement as provided for in this Agreement shall be deemed to have negated any and all rights of rehire to their former job.

11.10.

- * If the permanent staff of a Company is to be increased, those permanent employees removed, in accordance with the layoff provisions, from the class to be increased shall, if available, be recalled according to the reverse order of their removal from such class, provided they are qualified and capable of performing the duties of the job. For permanent employees retained in a previous class or reassigned to an alternate job, this

right to a single recall is indefinite. For permanent employees actually laid off from the service, this right to a single recall expires at twenty-four (24) months or less (see 13.08.04.). Where an employee accepts a temporary assignment to a job in his former class his right to recall shall be extended by the duration of the assignment. Such employees removed in accordance with the layoff procedures shall be re-engaged in preference to other applicants.

11.11.

Laid off permanent employees who are rehired within their recall period shall be re-engaged as permanent employees. Such employees shall retain the benefits provided by the current Agreement which were enjoyed prior to layoff, with the exception of seniority, which shall be governed by the provisions of 13.08.04.

11.12.

- * Except as provided in Article 11.05, a permanent employee's date of appointment into a job shall be, for layoff and rehire purposes, the date that the employee was originally appointed to a permanent job within the class to be reduced. However, a permanent employee's date of appointment into a dual trades class shall be for layoff and rehire purposes, the date that the employee was originally appointed to a permanent job within the employee's first trades class.
In the event of a reduction of a job within a dual trade class a dually qualified employee may use his seniority to displace the most junior employee in either of the single trades classes for which he is dually qualified.

- 11.13.**
Under no circumstances shall an employee's date of appointment be established as a date prior to his jurisdictional seniority.
- 11.14.**
The date that an employee is reverted to a job within his former class in accordance with 11.02., shall not be considered the employee's date of appointment to such job.
- 11.15.**
When an employee attains journeyman status in a trades' class, his date of appointment to such class shall be backdated to include his apprenticeship service, to a maximum of four (4) years, for the purpose of layoffs and rehires only.
- 11.16.**
Where two (2) or more employees have the same date of appointment to the same class, the relative order that such employees are removed from such class, in accordance with 11.01., shall be based on their jurisdictional seniority.
- 11.17.**
Apprentice positions shall not be considered to be trades' classes for the purposes of applying the layoff and rehire procedure. Employees occupying jobs within trades' classes shall not be eligible to revert to apprentice positions.
- 11.18.**
Should an apprentice attain journeyman status in a class previously reduced, and the job is retained, the new journeyman will be retained in the class unless there is a senior permanent employee with recall rights to that class. If the new journeyman cannot be retained in that class he will be removed and subject to the layoff process.

11.19. *Technological Change*

11.19.01.

- * The Company agrees to provide the Union with as much advance notice in writing as possible of technological or other changes which may occur in the future whereby jobs will be changed or abolished.

11.19.02.

- * The Company and the Union shall meet and discuss such change prior to any reduction in staff which may be deemed necessary. Employees who may be affected shall be given the advantage of all available opportunities commensurate with their abilities.

11.19.03.

- * The Company agrees that, wherever possible, no employee shall lose employment because of technological change; however, whenever it is necessary to reduce staff, it will be done in accordance with the layoff procedures outlined in this Agreement.

11.20. *Job Security*

- * Without restricting the right to determine the methods by which services are to be provided, the Company agrees that, during the term of this Agreement, no permanent employee shall be laid off as a direct result of the Company contracting out the work performed by such permanent employee.

In the event that a permanent employee is displaced as a result of the Company contracting out the work, the Company shall have the right to place said employee in any job for which he has the required qualifications at not less than the regular rate of pay for the job from which he was displaced.

12. POSTING AND FILLING VACANCIES

**

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

12.01.

- * Notices of vacancies required to be filled shall be immediately posted for a period of seven (7) calendar days in a place accessible to employees, on a form provided by the Company. A copy of all postings shall be sent to the Union.

12.02.

- * Where conditions of service require that the job be filled immediately, a temporary appointment not to exceed ninety (90) calendar days may be made.

12.03.

- * All applications shall be addressed to the location as indicated on the posting.

12.04.

- * Upon completion of the selection process, Human Resources shall notify the Union of the proposed appointee and the names of the unsuccessful applicants.

12.05.

- * The hiring supervisor will verbally communicate the name of the proposed appointee to each of the applicants on the posting who are senior to the proposed appointee. Information will be provided as to the reasons they were unsuccessful and the knowledge, skills and experience that could be improved for future selection processes.

12.06.

- * Any unsuccessful candidate may request a meeting with the hiring supervisor to identify the reasons for non-selection to a job. The unsuccessful

candidate may also have a Union representative at the meeting.

12.07.

- * Written confirmation that all employees who are unsuccessful candidates and who are senior to the proposed appointee have been contacted by the hiring supervisor or that the supervisor was unable to contact the employee(s) will be forwarded to the Union. The confirmation, including the date and time that each unsuccessful applicant was notified will be signed by the hiring supervisor.

12.08.

- * The time limit for filing a grievance shall commence upon the Union's receipt of written confirmation of the outcome of the selection process and confirmation that all senior unsuccessful applicants have been contacted by the hiring supervisor.

12.09.

- * An employee who has applied on a posting and may be absent from work at the time the selection decision is communicated, shall be responsible for advising the Union if he may be interested in grieving the selection in the event that he is unsuccessful. The Union will advise Human Resources that such notice has been received.

12.10.

- * Where the Union requests an extension of the time limits contained in the Grievance Procedure due to the absence of a senior unsuccessful applicant who had advised the Union of a potential grievance, agreement to the request shall not be unreasonably withheld. The time limits will be extended for a period of five (5) working days from the employee's return to work. Notwithstanding the provisions of 12.09, said senior unsuccessful applicant must notify the Union of his desire to

grieve the selection within the noted five (5) working day period. Such an extension of time limits will not affect the time limits for processing grievances in the Grievance Procedure for any other employees who are unsuccessful applicants.

12.11.

- * Human Resources will provide the Union and each employee who is an unsuccessful candidate with written confirmation of the outcome of the selection process.

12.12.

- * Upon completion of five (5) working days notice to the last notified applicant, the Company shall appoint the selected applicant and provide a written letter of offer to the applicant plus a copy to the Union.

12.13.

- * The Union or employee shall have five (5) working days from the date of notification to the employee to initiate a grievance.

12.14.

- * 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 his former job within the scope of the Agreement, then no posting shall be required to complete such reversion. In circumstances where such reversions displace other employees, such employees in turn shall be reverted to their former jobs.

12.15.

- * 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 his former job or an equivalent job within the scope of the Agreement, then no posting shall be required to complete such reversion provided that

the employee has not been outside the scope of this Agreement for a period in excess of three (3) months.

12.16.

- * A provisional employee shall be considered to be applying for a promotion when applying for a permanent job in the same class.

13. JURISDICTIONAL SENIORITY

13.01.

- * Except as provided in 13.09., a permanent employee shall have his seniority determined by the length of unbroken employment under the jurisdiction of the Union (Local 1007. I.B.E.W.).

13.02.

An employee applying for transfer from the scope of another Agreement between the Company and the Union (Local 1007 I.B.E.W.) to the scope of this Agreement shall not have seniority, for selection purposes, over employees within the scope of this Agreement. However, upon having transferred, such an employee shall be credited with full accumulated seniority which will be applicable for all purposes within the scope of this Agreement, except as provided in 13.07.

13.03.

A probationary or temporary employee shall not have seniority until he becomes a permanent employee as defined in this Agreement, at which time his seniority shall be retroactive to the date he last entered the scope of this Agreement.

13.04.

Provisional employees shall have seniority based on the definition included in 3.12. The seniority of a provisional employee, as such, shall date from the time the employee last qualified as a provi-

sional employee, in accordance with the provisions included in this Agreement.

13.04.01.

For the purposes of applying the provisions of 12.16., a provisional employee will be considered senior to a permanent employee where the provisional seniority date of such employee predates the seniority date of the permanent employee.

13.05.

- * A transfer, for a period of less than twelve (12) months, even if such transfer is outside the scope of this Agreement, shall not affect the seniority of such an employee.

13.06.

Lists showing seniority of employees shall be furnished annually by the Company to the Union upon request, but not more than once a year.

13.07.

- * An employee, promoted or transferred to another area of the Company or to another Company shall not exercise his seniority for the purpose of vacation choice during the first vacation year of employment in that area or Company.

13.08.

An employee shall lose seniority by reason of:

13.08.01.

dismissal for just cause.

13.08.02.

voluntary resignation.

13.08.03.

appointment to a position outside the scope of this Agreement for a period of more than twelve (12) months, except as provided for in 13.02.

13.08.04.

continuous layoff for a period of twenty-four (24) consecutive months or for a period in excess of

the seniority of the employee at the time of layoff, whichever occurs first.

13.08.05.

failure to report for work within three (3) calendar days after being notified in writing at his last known address to report for duty following a layoff, unless the employee can provide a reason in writing satisfactory to the Company, for such failure to report for duty within the prescribed time.

13.09. *Water Plant Operators*

13.09.01.

Except as provided in 10.06., the order of preference for seniority of Water Plant Operators shall be:

1 st - Charge Operators

2nd - Water Plant Operator III's

3rd - Water Plant Operator II's

4th - Water Plant Operator I's

13.09.02.

Seniority of Water Plant Operators shall be based upon a permanent employee's length of continuous service in the class in which he is presently employed, subject to 13.09.01., for all purposes other than vacation choice except that, in the Water Plant Operator I class, an employee possessing a Class I Alberta Environment Certificate shall be senior to an employee who does not hold such certification. Where two (2) or more employees enter a higher class on the same date, their relative seniority in the class they promoted from shall be the determining factor.

13.09.03.

* Seniority for vacation choice among Water Plant Operators shall be determined separately on each crew based on an employee's length of unbroken employment under the jurisdiction of the Union (Local 1007 I.B.E.W.)

14. GRIEVANCE PROCEDURE

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

14.01.

During the term of this Agreement, there shall be no stoppage of work, either by strike or lockout, due to any dispute over matters relating to the interpretation or application of any provision of this Agreement, and all such disputes shall be handled as provided for in this Agreement.

14.02.

Grievances arising from the interpretation, application, operation or alleged violation of this Agreement, including any dispute regarding the jurisdictional allocation of positions, shall be initiated by an employee, or an accredited representative of the Union. Grievances may be policy, selection or individual by nature and may be initiated in accordance with the following consultative grievance procedure.

14.03. STAGE ONE -THE CONSULTATION PHASE-

14.03.01.

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

14.03.02.

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

14.03.03.

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

14.03.04.

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

14.03.05.

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

14.04. STAGE TWO -THE FORMAL GRIEVANCE PHASE -

14.04.01. FIRST LEVEL HEARING -

Within ten (10) working days of receiving the formal written grievance, the Director of Human Resources of the appropriate subsidiary company of EPCOR or the Director of Employee Relations and Safety -EPCOR, will notify the employee(s) and/or the Union of a hearing date and arrange for the appropriate Company representatives to attend and hear the grievance. Following the hear-

ing, he/she shall ensure that a decision is rendered in writing and provided to the employee (s) and / or the Union within ten (10) working days from the date of the hearing. The parties may agree to forego a hearing and elect to have the Director of Human Resources of the appropriate subsidiary company of EPCOR or the Director of Employee Relations and Safety -EPCOR, prepare a written decision on the grievance and forward it to the employee(s) and/or the Union within ten (10) working days of the receipt of the formal grievance.

14.04.02.

If the decision from the first level hearing or the Director of Employee Relations and Safety - EPCOR or any of the Directors of Human Resources of its subsidiary Companies - does not resolve the grievance, then the Union shall investigate the grievance, and where it considers the grievance to be just, the Union shall within ten (10) working days of receipt of the First Level Hearing decision, request a Second Level Hearing with the Company's CEO, or his designate. Such request shall specify the nature of the grievance, the clause or clauses of this Agreement upon which the grievance is based, and the remedy requested to resolve the grievance. A copy of this request shall be filed with the Director of Employee Relations and Safety -EPCOR and the appropriate Director of Human Resources of the affected subsidiary Company.

14.04.03. SECOND LEVEL HEARING -

Within ten (10) working days from the date that notification pursuant to 14.04.02 is received, the Director of Human Resources -of the appropriate subsidiary company of EPCOR or the Director of Employee Relations and Safety -EPCOR- will

ensure that a second level grievance hearing with the CEO or his designate is scheduled and that the employee(s) and the Union are notified of the hearing date. The CEO or his designate will have the right to hold hearings as necessary and may require the attendance of any witness, or other person with knowledge of the grievance, or require the submission of written or other information that may be relevant to the grievance. A decision on the grievance and a justification of the decision shall be rendered to the Union within ten (10) working days from the date of the hearing.

14.04.04.

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

14.04.05.

The decision of the Company shall be final and binding upon the parties to this Agreement unless the Union advances the grievance to the next succeeding step of the grievance procedure within the time limits specified.

14.05. STAGE THREE -THE ARBITRATION PHASE

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

14.05.01.

appointee to the arbitration board and / or

14.05.02.

willingness to choose a single arbitrator,

- 14.05.03.
as well as the nature of the grievance, the clause or clauses of this Agreement upon which the grievance is based and the remedy requested.
- 14.05.04.
Within five (5) working days after receipt of notification as provided in 14.05, the Company receiving notice shall:
- 14.05.04.01.
advise the Union of its appointee to the arbitration board or,
- 14.05.04.02.
where a single arbitrator is suggested, indicate whether it will accept a single arbitrator and, if so, both the parties will endeavour to mutually agree upon a person to act in such capacity. If during the above specified time period the parties are unable to agree upon a person to act as a single arbitrator or one party disagrees to utilize a single arbitrator, an arbitration board shall be established and, within five (5) working days, each party will advise the other party of its appointee to the arbitration board.
- 14.05.05.
If the parties fail to appoint their respective members within the time limits specified above (clause 14.05.04.01 or 14.05.04.02), appointment shall be made by the Provincial Minister of Labour upon the request of either party.
- 14.05.06.
Where each party has established an appointee to a board of arbitration, the appointees so selected shall, within five (5) working days of the appointment of the second of them, appoint a third person who shall be the chairman. If the two (2) appointees are unable to agree upon the choice of a chairman within the time limit specified, they

shall request the Provincial Minister of Labour to appoint a chairman.

14.05.07.

If the single arbitrator, either member of the arbitration board, or the chairman thereof, refuses to act or is or becomes incapable of acting, a new single arbitrator, new board member or chairman shall be appointed in accordance with the above procedure within five(5) working days of receipt of notice of inability or unwillingness to act. If either party fails to appoint an alternate member or if the members fail to agree upon a chairman, the appointment shall be made by the Provincial Minister of Labour upon the request of either party.

14.05.08.

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

14.05.09.

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

14.05.10.

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

abstain from doing anything as required by the arbitration board.

14.05.11.

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

14.05.12.

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

14.06.

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

14.07.

The time limits in this grievance procedure are mandatory, however, where both parties agree, the time limits contained herein may be extended or steps or stages within the consultative grievance procedure may be bypassed.

14.08.

A grievance arising from the application, operation or alleged violation of this Agreement which directly affects employees in more than one of the

subsidiary Companies and/ or EPCOR , or more than one section /division in a subsidiary Company or EPCOR; shall be initiated in writing with the CEO or his designate, after the Union has investigated the complaint and considers it just, within ten (10) working days from the day that the incident which gave rise to the grievance reasonably came to the attention of the Union. The written grievance shall be forwarded to the Director of Employee Relations and Safety - EPCOR and shall specify the nature of the grievance, the clause or clauses of the Agreement upon which the grievance is based and the remedy requested. After submission of the grievance to the Director of Employee Relations and Safety -EPCOR, the procedures and time limits outlined in clauses 14.04.03, 14.04.04, and 14.04.05 and the subsequent clauses in the overall consultative grievance procedure shall apply.

15. REPORTING FOR DUTY

15.01.

Except as provided in 15.02. 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 of Edmonton 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.

15.02.

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 compen-

sation equal to the actual travel time at his regular rate of pay to a maximum of one (1) hour each way.

15.02.01.

Where an employee is required under 15.02. 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.

15.03.

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.

16. APPRENTICESHIP

16.01.

All apprentices who come under the provisions of the Provincial Apprenticeship and Industry Training Act shall be governed by the regulations of the Act currently in force.

16.02.

Any person appointed as an apprentice must have a minimum educational standing of Grade XII or its equivalent. This standing shall reflect good grounding in technical mathematics and related sciences. The equivalent standing may be Grade IX or better and, in addition, completion of a

two-year course in a technical school or similar training.

16.03.

The anniversary dates of apprentices shall be April 1 or October 1, as determined by the Alberta Apprenticeship and Industry Training Board and the Company concerned.

16.04.

The Company shall adequately train and instruct all apprentices. If the apprentice fails to qualify, he shall forfeit his apprenticeship. In the event that such an apprentice has previously held a job in the Company, he shall be reinstated in such job but, otherwise, he shall be released from service. However, an apprentice who fails to qualify for any period of apprenticeship in accordance with the Alberta Apprenticeship and Industry Training Board regulations may be allowed to serve an additional year in the same apprenticeship period, at the same rate of pay, provided the company, in their assessment of the apprentice, has determined that the previous service of the apprentice in the Company and his attendance at school warrant such treatment.

16.05.

Any person appointed as an apprentice shall be given credit for previous experience in similar work and shall receive the rate of pay set out in the schedule that such experience warrants, based upon the provisions set out in the schedule and upon the provisions set out in this section. Such person shall be subject to examination which will be held, and a report of the foreman made, within thirty (30) days after the applicant has been taken on the staff.

- 16.06. An apprentice shall become a journeyman when he has completed his apprenticeship in the applicable category as determined by the Company after the length of time prescribed by the Apprenticeship and Industry Training Act and be placed in a permanent journeyman's job.
- 16.07. Apprentices shall be expected, during the last twelve (12) months of apprenticeship, to do the same class of work as journeymen, provided, however, that they shall not be required to do work on high voltage except under the direct supervision of a journeyman lineman.
- 16.08. *Ratio of Apprentices to Journeymen*
- * The ratio of apprentices to journeymen in the electrical trades shall be two (2) apprentices per three (3) journeymen. The number of apprentices in any crew shall not exceed two (2) unless warranted by a sufficient number of journeymen in that particular crew provided, in the supervisor's opinion, there are sufficient journeymen available to make this practicable.
- 16.09. No apprentice shall use the tools of the trade on overtime work without a journeyman working with him.
- 16.10. Preference shall be given to present employees coming within the scope of this Agreement who have the prerequisites and ability to complete such training in the selection of apprentices.
- 16.11. Electrical trouble or maintenance men must be qualified journeymen and apprentices accompanying them shall be under their supervision.

17. SAFETY

17.01.

At the request of either party, appointed representatives of the Company and the Union shall meet to discuss and recommend changes regarding Safety Rules and Regulations. The size of this committee, or committees, shall be as mutually agreed between the Company and the Union and the committee(s) shall set its own procedure with respect to meetings.

The Union shall have equal representation on the committee, however, the Company may decrease the number of Company representatives where necessary without requiring the Union to reduce the number of Union representatives.

17.02.

An employee shall not be required to perform any hazardous task with which he is not familiar or which cannot be accomplished without violation of safety practices and such refusal shall not be the basis for disciplinary or discriminatory action.

17.03.

Any work done in manholes, shafts or tunnels deeper than twenty (20) feet shall be done by at least a three (3) man crew with proper safety equipment and with one (1) man at the top at all times.

17.04.

Electrically hazardous work in connection with manholes, transformer rooms and cable vaults shall be done by a journeyman under the direction of a foreman and no less than two (2) employees shall work together at all times at manholes.

17.05.

Hands on work on high voltage shall be performed by at least two (2) journeymen or one journeyman and a fourth-year apprentice. In case of trouble,

one (1) journeyman may watch for the safety of and guard the public from the trouble until another journeyman or fourth-year apprentice can be obtained to assist with the required work. Troublemens shall be accompanied by another employee at all times.

17.06.

Any employee repairing, maintaining, testing, installing, working on electrical equipment or operating components of the system must have the rating of a journeyman or apprentice. All work must be done under the general direction of a foreman in the applicable trade, or supervisor, or a qualified journeyman at a foreman's rate of pay.

17.07.

Where non-trade employees are working in close proximity to high voltage, where they or their material could conceivably contact the voltage, a fully qualified journeyman tradesman shall be made available to oversee such activities before they commence.

18. SUPERVISION

18.01.

The primary function of a foreman is to provide direction and supervision to the employees working under him with the objective of safely completing a good job, therefore, a foreman shall not perform work with tools of the trade or with the employees involved, except to provide emergency assistance to protect life and property.

18.02.

An employee shall be fully qualified as a journeyman before he can be classed as a foreman, sub-foreman or lead hand if he is working with and supervising tradesmen, otherwise an employee shall have the required knowledge and ability

to act as a foreman, sub-foreman, or lead hand with non-trade employees.

19. JOURNEYMEN AND APPRENTICES

A journeyman shall be made available to oversee the digging of holes, the framing and erecting of poles and towers, in situations where electrical hazards may be encountered. Journeymen and apprentices shall perform the stringing of overhead wires and aerial cables, the hanging of transformers, street and ornamental lighting and signal heads; and maintaining, splicing and terminating underground cables, flame proofing on underground energized cables, and splicing of all metallic sheathed and shielded cables on overhead systems.

20. REVIEW OF EMPLOYEE STATUS

A temporary or provisional employee of the Company shall not be entitled to become a permanent employee by reason of such employment; however, an employee who has been continuously employed for a period of twelve (12) months, in a job coming within the scope of this Agreement, shall automatically become a permanent employee.

21. NEW CLASSES

21.01.

In the event that the Company creates a new class which falls within the scope of this Agreement, the rate of wages shall be negotiated by the Company with the Union before advertising any job within this class in accordance with the posting procedures set forth in this Agreement.

21.02.

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 set out by the Company but, notwithstanding such posting, the rates of wages 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 is being negotiated. Any increase to the rates of wages shall be retroactive to the date of the appointment."

22. TRAINING

22.01.

A non-trade employee assigned to develop materials for use in presentation of a training course or to present a training course shall receive the Utility Worker Foreman rate of pay. Updating and/or developing of standards, procedures, rules and regulations are excluded for the purposes of this provision.

22.02.

All training opportunities offered including the prerequisites for such training opportunities shall be posted.

SIGNED this twentieth day of June, A.D. 1996

INTERNATIONAL
BROTHERHOOD
OF ELECTRICAL
WORKERS
UNION LOCAL 1007

EPCOR UTILITIES INC.
AND ITS SUBSIDIARY
COMPANIES

Kelly Budge - Business
Manager

David Foy - EPCOR
Chief Executive Officer

Harry Edge - Assistant
Business Manager

Barbara Burton - Vice
President - EPCOR
Human Resources

WITNESSED BY: Phil Shewchuk - Director -
Employee Relations and Safety

APPENDIX I - PART I - 95/96		IBEW SCHEDULE OF WAGES FROM DECEMBER 24, 1995 TO DECEMBER 31, 1996.							
CLASS		PAY	4TH YEAR	PROBA-	1ST	2ND	1ST	2ND	
CODE	CLASS	GROUP	APPRENTICE	TIONARY	6 MONTHS	6 MONTHS	YEAR	YEAR	THEREAFTER
3052	Senior Electrical Inspector	662A							27.88
8185	Power Line Foreman								27.88
8133	Power Electrician Foreman	657A							27.47
8139	Signals Foreman								27.47
8128	Cable Foreman								27.47
8157	Meter Foreman								27.47
8152	Meter Shop Foreman								27.47
8111	Power Plant Maintenance Foreman								27.47
8514	Electrical Foreman								27.47
8129	Streetlight and Trolley Foreman								27.47
8160	Instrument Foreman								27.47
8121 (5)	Electrical System Control Operator I	618A-B					26.78		27.47
8545 (14)	Technical Training Specialist			26.78					27.47
3051	Electrical Inspector	612A-B					24.97		26.78
8184	Power Lineman IV	614A							26.53
8183 (5)	Troubleman								26.53
8544	Quality Assurance Administrator								26.53
8130	Power System Technician	613A							26.22

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APPENDIX I - PART I - 95/96

IBEW SCHEDULE OF WAGES FROM DECEMBER 24, 1995 TO DECEMBER 31, 1996.

CLASS CODE	CLASS	PAY GROUP	4TH YEAR APPRENTICE	PROBA-TIONARY	1ST 6 MONTHS	2ND 6 MONTHS	1ST YEAR	2ND YEAR	THEREAFTER
8132	Power Electrician II								26.22
8124	Senior Signals Technician - LRT								26.22
8127	Signals Technician II								26.22
8158	Instrument Repairman								26.22
0413	Energy Utilization Analyst								26.22
8182 (13)	Power Lineman III	569A-D	22.74	23.48	23.77				25.27
8108 (5)	Switchboard Operator	578A-B					23.98		25.18
8512	Electrician II	570A							24.97
8176	Power Plant Mechanic II								24.97
8140	System Inspector								24.97
8155	Meter Installer II								24.97
8522 (12)	Instrument Technician II	552A-C					23.46	24.10	24.97
8156	Meter Technician						23.46	24.10	24.97
8131 (13)	Power Electrician I	568A-D	22.46	23.18	23.46				24.97
8122 (13)	Signals Technician I - LRT		22.46	23.18	23.46				24.97
8138 (13)	Cableman		22.46	23.18	23.46				24.97
8187 (13)	Power Plant Electrician		22.46	23.18	23.46				24.97

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APPENDIX I - PART I - 95/96		IBEW SCHEDULE OF WAGES FROM DECEMBER 24, 1995 TO DECEMBER 31, 1996.							
CLASS CODE	CLASS	PAY GROUP	4TH YEAR APPRENTICE	PROBATIONARY	1ST 6 MONTHS	2ND 6 MONTHS	1ST YEAR	2ND YEAR	THEREAFTER
8141	Mechanical Foreman (WTP)	546A							24.67
8181	Power Lineman II								24.67
8511	Electrician I	537A-B					23.46		24.10
8518	Electronic Technician			23.46					24.10
8175	Power Plant Mechanic I	540A							24.10
8565	Power Plant Welder								24.10
8521	Instrument Technician I	518A-B		22.30					23.46
8180	Power Lineman I			22.30					23.46
8154	Meter Installer I			22.30					23.46
8126	Signals Technician I			22.30					23.46
8012	Millwright II (WTP)	544A							23.01
8011	Millwright I (WTP)	444A							22.23
8561	Welder (WTP)								22.23
0335	Stores Administrator								22.23
8110	Power Plant Maintenceman								22.23
8210	Charge Operator (WTP)	442A							21.91
8204(17)	Water Plant Operator III	437A							21.41

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APPENDIX I - PART I - 95/96

IBEW SCHEDULE OF WAGES FROM DECEMBER 24, 1995 TO DECEMBER 31, 1996.

CLASS CODE	CLASS	PAY GROUP	4TH YEAR APPRENTICE	PROBA- TIONARY	1ST 6 MONTHS	2ND 6 MONTHS	1ST YEAR	2ND YEAR	THEREAFTER
8608	Equipment Operator III								21.41
8793	Utility Worker Foreman	399A							20.32
0334	Storekeeper	403A-B					19.55		20.32
1103	Meter Reader III	352A							20.11
8202	(11&17)								
8593	Water Plant Operator II	381A							19.55
	Tool Serviceman								19.55
8200	(1&9&17)								
8703	Water Plant Operator I	285A-C					16.74	18.35	18.89
	Utility Worker III								18.89
0333	Senior Storeman	343A-B					17.72		18.64
1102	Meter Reader II	345A							18.64
8620	Coal Plant Operator I	308A-B					17.70		18.64
8605	Equipment Operator II	334A-B					17.70		18.02

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APPENDIX I - PART I - 95/96

IBEW SCHEDULE OF WAGES FROM DECEMBER 24, 1995 TO DECEMBER 31, 1996.

CLASS CODE	CLASS	PAY GROUP	4TH YEAR APPRENTICE	PROBA- TIONARY	1ST 6 MONTHS	2ND 6 MONTHS	1ST YEAR	2ND YEAR	THEREAFTER
8150	Meter Mechanic	312A-B			17.18				17.70
8606	Equipment Operator I	299A							17.18
8713	Trouble Driver	257A							17.04
0330 (2)(3)	Storeman	258A-D		11.32			14.94	15.62	17.04
1101 (2)	Meter Reader I	283A-D		11.32			12.63	14.68	16.74
8700 (2&4&15)	Utility Worker			11.32			12.63	14.68	16.74

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(1) Employees must possess an Alberta Environment Level 1 certification in order to progress to the 2nd year rate of pay.

* (2) Temporary Utility Workers, Meter Readers and Storeman are to be paid the probationary rate.

** (3) Present incumbent P.R. #0773982 to be paid \$15.62 per hour effective December 24, 1995.

* (4) Utility Worker assigned to relief driving on trouble truck shall work hours as per clause 6.01.02.04.

(5) Includes the jobs of Relief Troubleman, Relief Switchboard Operator and Relief Electrical System Control Operator to which clause 6.01.02.04 shall apply.

** (6) Present incumbents only: P.R.#0236612, P.R.#0309309, P.R.#0437185 and P.R.#0455675 (from class # 8137) to be paid at \$17.70 per hour effective December 24, 1995.

(7) Present incumbent P.R. #0210463 to be paid at \$27.47 per hour effective December 24, 1995.

(8) Reserved.

(9) Incumbents who work eight (8) hour day shifts are considered to be relief operators to whom article 6.01.02.04. shall apply.

* (10) Reserved.

* (11) The Water Plant Operator II class is an established relief class to which clause **6.06.03.** shall apply for the first 600 hours straight time of relief as a Water Plant Operator III in a calendar year. Incumbents shall be compensated in accordance with clause 6.06.01. for any such relief in excess of 600 hours straight time per calendar year.

(12) An Instrument Technician I at the "thereafter" rate, promoted to an Instrument Technician II, shall receive the "2nd year" rate of the Instrument Technician II class.

* (13) A fourth year apprentice in classes Power Lineman III, Power Electrician I, Signals Technician I - LRT, Power Plant Electrician, and Cableman shall progress to the 1st B-month rate followed by the thereafter rate. New employees

in these classes shall progress from the probationary rate to the thereafter rate after successfully completing the probationary period.

(14) Employees temporarily appointed to perform Technical Training Specialist duties shall receive the probationary rate.

(15) When the jobs of Delivery Driver, Mail Driver and Plant Custodian are vacated, staffing of the positions may occur but the new incumbents will be paid at the single rate of Non-permanent and Probationary Utility Worker.

* (16) Present incumbents only; P.R.# 0442354, P.R.# 0659385, P.R.# 0680097, P.R.# 0465014, P.R.#0224400 and P.R.#0345323 to be paid at \$15.28 per hour effective December 24,1995.

* (17) A permanent Water Plant Operator III who obtains certification to Level IV of the Alberta Environmental Protection Program will be reclassified to the Charge Operator classification.

A permanent Water Plant Operator II or a permanent Water Plant Operator I who obtains certification to Level IV of the Alberta Environmental Protection Program shall have his hourly wage rate adjusted by fifty (50) cents per hour.

LOCAL 1007 I.B.E.W. SCHEDULE OF WAGES - APPRENTICES
 FROM DECEMBER 24, 1995 TO DECEMBER 31, 1996.

	APPROXIMATE PERCENTAGE OF JOURNEYMAN RATE	DECEMBER 24, 1995 - DECEMBER 31, 1996 RATE
Rate upon which the Apprenticeship Schedule for Power Plant Mechanic is based.		
		\$24.10

Apprentice Rate	Class	Pay Range		
1st Period	8175A	382	60.0%	14.47
2nd Period			70.0%	16.87
3rd Period			80.0%	19.27
4th Period			92.5%	22.29***

Rate upon which the Apprenticeship Schedule for Power Plant Welder is based.				
				\$24.10

Apprentice Rate	Class	Pay Range		
1st Period	8565A	383	60.0%	14.47
2nd Period			75.0%	18.08
3rd Period			90.0%	21.69
4th Period			92.5%	22.29***

Rate upon which the Apprenticeship Schedule for Power Plant Electrician**, Power Lineman III*, Cableman**, Electrician I, Power Electrician I**, Instrument Technician I, Power Lineman I, Meter Installer I, Signals Technician I and Signals Technician I - LRT** is based.				
				\$23.46

Apprentice Rate	Class	Pay Range		
1st Period	8500	390	60.0%	14.07
2nd Period			70.0%	16.41
3rd Period			80.0%	18.77
4th Period			90.0%	21.12

Rate upon which the Apprenticeship Schedule for Millwright (WTP) is based.
\$22.23

Apprentice Rate	Class	Pay Range		
1st Period	8500C	351	60.0%	13.34
2nd Period			70.0%	15.55
3rd Period			80.0%	17.78
4th Period			90.0%	20.00

NOTE:

- * Fourth-year apprentice rate of Power Lineman III = \$22.74
- ** Fourth-year apprentice rate of Power Electrician I, Power Plant Electrician, Signals Technician I - LRT and Cableman = \$22.46
- *** Fourth-year apprentice rate of Power Plant Mechanic = \$22.29

**APPENDIX II - 95/96 LOCAL 1007 I.B.E.W. SCHEDULE OF WAGES - DUAL TRADE CLASSIFICATION
FROM DECEMBER 24, 1995 TO DECEMBER 31, 1996.**

CLASS CODE	CLASS	PAY GROUP	1ST YEAR	THEREAFTER
8136	Power Electrician / Instrument Foreman	659		\$28.16
8112	Power Plant Maintenance Foreman - Dual Trade	659		\$28.16
8177	Power Plant Mechanic II - Millwright / Machinist	607		\$25.60
8178	Power Plant Mechanic II / Power Plant Welder	607		\$25.60
8123	Power Electrician I / Instrument Technician II	608	\$24.05	\$25.60
8174	Power Plant Mechanic I - Millwright / Machinist	557		\$24.69
8173	Power Mechanic I / Power Plant Welder	557		\$24.69
8525	Instrumentation / Electrician Foreman (W.T.P.)	659		\$28.16
8564	Mechanical Maintenance Foreman (W.T.P.)	610		\$25.29
8520	Instrument Technician I / Electrician I (W.T.P.)	558	\$24.05	\$24.69
8006	Millwright I / Welder (W.T.P.)	449		\$22.79
8015	Millwright I / Machinist (W.T.P.)	449		\$22.79

[Unions\KBa:apdx9596.107]
11/12/96

APPENDIX I - PART I - 1997		IBEW SCHEDULE OF WAGES FROM JANUARY 01, 1997 TO DECEMBER 31, 1997.							
CLASS		PAY	4TH YEAR	PROBA-	1ST	2ND	1ST	2ND	
CODE	CLASS	GROUP	APPRENTICE	TIONARY	6 MONTHS	6 MONTHS	YEAR	YEAR	THEREAFTER
3052	Senior Electrical Inspector	662A							28.30
8185	Power Line Foreman								28.30
8133	Power Electrician Foreman	657A							27.88
8139	Signals Foreman								27.88
8128	Cable Foreman								27.88
8157	Meter Foreman								27.88
8152	Meter Shop Foreman								27.88
8111	Power Plant Maintenance Foreman								27.88
8514	Electrical Foreman								27.88
8129	Streetlight and Trolley Foreman								27.88
8160	Instrument Foreman								27.88
8121 (5)	Electrical System Control Operator I	618A-B					27.18		27.88
8545 (14)	Technical Training Specialist			27.18					27.88
3051	Electrical Inspector	612A-B					25.35		27.18
8184	Power Lineman IV	614A							26.93
8183 (5)	Troubleman								26.93
8544	Quality Assurance Administrator								26.93
8130	Power System Technician	613A							26.61

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APPENDIX I - PART I - 1997		IBEW SCHEDULE OF WAGES FROM JANUARY 01, 1997 TO DECEMBER 31, 1997.							
CLASS		PAY	4TH YEAR	PROBA-	1ST	2ND	1ST	2ND	
CODE	CLASS	GROUP	APPRENTICE	TIONARY	6 MONTHS	6 MONTHS	YEAR	YEAR	THEREAFTER
8132	Power Electrician II								26.61
8124	Senior Signals Technician - LRT								26.61
8127	Signals Technician II								26.61
8158	Instrument Repairman								26.61
0413	Energy Utilization Analyst								26.61
8182 (13)	Power Lineman III	569A-D	23.09	23.83	24.13				25.65
8108 (5)	Switchboard Operator	578A-B					24.34		25.56
8512	Electrician II	570A							25.35
8176	Power Plant Mechanic II								25.35
8140	System Inspector								25.35
8155	Meter Installer II								25.35
8522 (12)	Instrument Technician II	552A-C					23.81	24.46	25.35
8156	Meter Technician						23.81	24.46	25.35
8131 (13)	Power Electrician I	568A-D	22.82	23.53	23.81				25.35
8122 (13)	Signals Technician I - LRT		22.82	23.53	23.81				25.35
8138 (13)	Cableman		22.82	23.53	23.81				25.35
8187 (13)	Power Plant Electrician		22.82	23.53	23.81				25.35

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APPENDIX I - PART I - 1997

IBEW SCHEDULE OF WAGES FROM JANUARY 01, 1997 TO DECEMBER 31, 1997.

CLASS CODE	CLASS	PAY GROUP	4TH YEAR APPRENTICE	PROBA-TIONARY	1ST 6 MONTHS	2ND 6 MONTHS	1ST YEAR	2ND YEAR	THEREAFTER
8141	Mechanical Foreman (WTP)	546A							25.05
8181	Power Lineman II								25.05
8511	Electrician I	537A-B					23.81		24.46
8518	Electronic Technician			23.81					24.46
8175	Power Plant Mechanic I	540A							24.46
8565	Power Plant Welder								24.46
8521	Instrument Technician I	518A-B		22.64					23.81
8180	Power Lineman I			22.64					23.81
8154	Meter Installer I			22.64					23.81
8126	Signals Technician I			22.64					23.81
8012	Millwright II (WTP)	544A							23.36
8011	Millwright I (WTP)	444A							22.56
8561	Welder (WTP)								22.56
0335	Stores Administrator								22.56
8110	Power Plant Maintenceman								22.56
8210	Charge Operator (WTP)	442A							22.24
8204(17)	Water Plant Operator III	437A							21.73

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APPENDIX I - PART I - 1997		IBEW SCHEDULE OF WAGES FROM JANUARY 01, 1997 TO DECEMBER 31, 1997.							
CLASS		PAY	4TH YEAR	PROBA-	1ST	2ND	1ST	2ND	
CODE	CLASS	GROUP	APPRENTICE	TIONARY	6 MONTHS	6 MONTHS	YEAR	YEAR	THEREAFTER
8608	Equipment Operator III								21.73
8793	Utility Worker Foreman	399A							20.63
0334	Storekeeper	403A-B					19.84		20.63
1103	Meter Reader III	352A							20.41
8202	(11&17)								
	Water Plant Operator II	381A							19.84
8593	Tool Serviceman								19.84
8200	Water Plant Operator I	285A-C					16.99	18.63	19.17
	(1&9&17)								
8703	Utility Worker III	368A							19.17
0333	Senior Storeman	343A-B					17.99		18.92
1102	Meter Reader II	345A							18.92
8620	Coal Plant Operator I	308A-B				17.97			18.92
8605	Equipment Operator II	334A-B				17.97			18.29
8150	Meter Mechanic	312A-B				17.44			17.97

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APPENDIX I - PART I - 1997

IBEW SCHEDULE OF WAGES FROM JANUARY 01, 1997 TO DECEMBER 31, 1997.

CLASS CODE	CLASS	PAY GROUP	4TH YEAR APPRENTICE	PROBATIONARY	1ST 6 MONTHS	2ND 6 MONTHS	1ST YEAR THEREAFTER	2ND YEAR THEREAFTER
8606	Equipment Operator	299A					17.44	
8713	Trouble Driver	257A					17.30	
0330 (2)(3)	Storeman	258A-D	11.49			15.16	15.85	17.30
1101 (2)	Meter Reader I	283A-D	11.49			12.82	14.90	16.99
8700 (2&4)	Utility Worker		11.49			12.82	14.90	16.99

APPENDIX I - PART I - 1997
I.B.E.W. SCHEDULE OF WAGES
FROM JANUARY 01, 1997 TO DECEMBER 31, 1997.

- (1) Employees must possess an Alberta Environment Level 1 certification in order to progress to the 2nd year rate of pay.
- (2) Temporary Utility Workers, Meter Readers and Storeman are to be paid the probationary rate.
- ** (3) Present incumbent P.R. #0773982 to be paid \$15.85 per hour effective January 01, 1997.
- (4) Utility Worker assigned to relief driving on trouble truck shall work hours as per clause 6.01.02.04.
- (5) Includes the jobs of Relief Troublemaker, Relief Switchboard Operator and Relief Electrical System Control Operator to which clause 6.01.02.04 shall apply.
- ** (6) Present incumbents only: P.R.#0236812, P.R.#0309309, P.R.#0437185 and P.R.#0455675 (from class # 8137) to be paid at \$17.97 per hour, effective January 01,1997.
- (7) Present incumbent P.R. #0210463 to be paid at \$27.68 per hour effective January 01, 1997.
- (8) Reserved.
- (9) Incumbents who work eight (8) hour day shifts are considered to be relief operators to whom article 6.01.02.04. shall apply.
- (10) Reserved.
- (11) The Water Plant Operator II class is an established relief class to which clause 6.06.03. shall apply for the first 600 hours straight time of relief as a Water Plant Operator III in a calendar year. Incumbents shall be compensated in accordance with clause **6.06.01.** for any such relief in excess of **600** hours straight time per calendar year.
- (12) An Instrument Technician I at the "thereafter" rate, promoted to an Instrument Technician II, shall receive the "2nd year" rate of the Instrument Technician II class.
- (13) A fourth year apprentice in classes Power Lineman III, Power Electrician I, Signals Technician I - LRT, Power Plant Electrician, and Cableman shall progress to the 1st B-month rate followed by the thereafter rate. New employees in these classes shall progress from the probationary rate to the thereafter rate after successfully completing the probationary period.
- (14) Employees temporarily appointed to perform Technical Training Specialist duties shall receive the probationary rate.

- (15) When the jobs of Delivery Driver, Mail Driver and Plant Custodian are vacated, staffing of the positions may occur but the new incumbents will be paid at the single rate of Non-permanent and Probationary Utility Worker.
- (16) Present incumbents only: P.R.# 0442354, P.R.# 0659385, P.R.# 0660097, P.R.# 0465014, P.R.# 0224400 and P.R.# 0345323 to be paid at \$15.51 per hour, effective January 01, 1997.
- (17) A permanent Water Plant Operator III who obtains certification to Level IV of the Alberta Environmental Protection Program will be reclassified to the Charge Operator classification.
A permanent Water Plant Operator II or a permanent Water Plant Operator I who obtains certification to Level IV of the Alberta Environmental Protection Program shall have his hourly rate adjusted by fifty (50) cents per hour.

**LOCAL 1007 I.B.E.W. SCHEDULE OF WAGES - APPRENTICES
FROM JANUARY 01, 1997 TO DECEMBER 31, 1997**

	APPROXIMATE PERCENTAGE OF JOURNEYMAN RATE	JANUARY 01,1997 - DECEMBER 31, 1997 RATE
Rate upon which the Apprenticeship Schedule for Power Plant Mechanic is based.		
		\$24.46

Apprentice Rate	Class	Pay Range		
1st Period	8175A	382	60.0%	14.68
2nd Period			70.0%	17.12
3rd Period			80.0%	19.57
4th Period			92.5%	22.63***

Rate upon which the Apprenticeship Schedule for Power Plant Welder is based.				\$24.46
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Apprentice Rate	Class	Pay Range		
1st Period	8565A	383	60.0%	14.68
2nd Period			75.0%	18.35
3rd Period			90.0%	22.01
4th Period			92.5%	22.63 ***

Rate upon which the Apprenticeship Schedule for Power Plant Electrician**, Power Lineman III*, Cableman**, Electrician I, Power Electrician I**, Instrument Technician I, Power Lineman I, Meter Installer I, Signals Technician I and Signals Technician I - LRT** is based.				\$23.81
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Apprentice Rate	Class	Pay Range		
1st Period	8500	390	60.0%	14.29
2nd Period			70.0%	16.67
3rd Period			80.0%	19.05
4th Period			90.0%	21.43

Rate upon which the Apprenticeship Schedule for Millwright (WTP) is based.
\$22.56

Apprentice Rate	Class	Pay Range		
1st Period	8500C	351	60.0%	13.54
2nd Period			70.0%	15.79
3rd Period			80.0%	18.05
4th Period			90.0%	20.30

NOTE:

- * Fourth-year apprentice rate of Power Lineman III = \$23.09
- ** Fourth-year apprentice rate of Power Electrician I, Power Plant Electrician, Signals Technician I - LRT and Cableman = \$22.82
- *** Fourth-year apprentice rate of Power Plant Mechanic = \$22.63

**APPENDIX II - 1997 LOCAL 1007 I.B.E.W. SCHEDULE OF WAGES - DUAL TRADE CLASSIFICATION
FROM JANUARY 01, 1997 TO DECEMBER 31, 1997**

CLASS CODE	CLASS	PAY GROUP	1ST YEAR	THEREAFTER
8136	Power Electrician / Instrument Foreman	659		\$28.58
8112	Power Plant Maintenance Foreman - Dual Trade	659		\$28.58
8177	Power Plant Mechanic II - Millwright / Machinist	607		\$25.98
8178	Power Plant Mechanic II / Power Plant Welder	607		\$25.98
8123	Power Electrician I / Instrument Technician II	608	\$24.41	\$25.98
8174	Power Plant Mechanic I - Millwright / Machinist	557		\$25.07
8173	Power Mechanic I / Power Plant Welder	557		\$25.07
8525	Instrumentation / Electrician Foreman (W.T.P.)	659		\$28.58
8564	Mechanical Maintenance Foreman (W.T.P.)	610		\$25.68
8520	Instrument Technician I / Electrician I (W.T.P.)	558	\$24.41	\$25.07
8006	Millwright I / Welder (W.T.P.)	449		\$23.12
8015	Millwright I / Machinist (W.T.P.)	449		\$23.12

APPENDIX I - PART I - 1998

IBEW SCHEDULE OF WAGES FROM JANUARY 01, 1998 TO DECEMBER 31, 1998.

CLASS CODE	CLASS	PAY GROUP	4TH YEAR APPRENTICE	PROBA-TIONARY	1ST 6 MONTHS	2ND 6 MONTHS	1ST YEAR	2ND YEAR	THEREAFTER
3052	Senior Electrical Inspector	662A							28.87
8185	Power Line Foreman								28.87
8133	Power Electrician Foreman	657A							28.44
8139	Signals Foreman								28.44
8128	Cable Foreman								28.44
8157	Meter Foreman								28.44
8152	Meter Shop Foreman								28.44
8111	Power Plant Maintenance Foreman								28.44
8514	Electrical Foreman								28.44
8129	Streetlight and Trolley Foreman								28.44
8160	Instrument Foreman								28.44
8121 (5)	Electrical System Control Operator I	618A-B					27.72		28.44
8545 (14)	Technical Training Specialist			27.72					28.44
3051	Electrical Inspector	612A-B					25.86		27.72
8184	Power Lineman IV	614A							27.47
8183 (5)	Troubleman								27.47
8544	Quality Assurance Administrator								27.47

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APPENDIX I - PART I - 1998

IBEW SCHEDULE OF WAGES FROM JANUARY 01, 1998 TO DECEMBER 31, 1998.

CLASS CODE	CLASS	PAY GROUP	4TH YEAR APPRENTICE	PROBA- TIONARY	1ST 6 MONTHS	2ND 6 MONTHS	1ST YEAR	2ND YEAR	THEREAFTER
8130	Power System Technician	613A							27.14
8132	Power Electrician II								27.14
8124	Senior Signals Technician - LRT								27.14
8127	Signals Technician II								27.14
8158	Instrument Repairman								27.14
0413	Energy Utilization Analyst								27.14
08	8182 (13) Power Lineman III	569A-D	23.54	24.31	24.61				26.16
	8108 (5) Switchboard Operator	578A-B					24.83		26.07
	8512 Electrician II	570A							25.86
	8176 Power Plant Mechanic II								25.86
	8140 System Inspector								25.86
	8155 Meter Installer II								25.86
	8522 (12) Instrument Technician II	552A-C					24.29	24.95	25.86
	8156 Meter Technician						24.29	24.95	25.86
	8131 (13) Power Electrician I	568A-D	23.27	24.00	24.29				25.86
	8122 (13) Signals Technician I - LRT		23.27	24.00	24.29				25.86
	8138 (13) Cableman		23.27	24.00	24.29				25.86

APPENDIX I - PART I - 1998

IBEW SCHEDULE OF WAGES FROM JANUARY 01, 1998 TO DECEMBER 31, 1998.

CLASS CODE	CLASS	PAY GROUP	4TH YEAR APPRENTICE	PROBA-TIONARY	1ST 6 MONTHS	2ND 6 MONTHS	1ST YEAR	2ND YEAR	THEREAFTER
8210	Charge Operator (WTP)	442A							22.69
8204(17) 8608	Water Plant Operator III Equipment Operator III	437A							22.17 22.17
8793	Utility Worker Foreman	399A							21.04
0334	Storekeeper	403A-B					20.24		21.04
1103	Meter Reader III	352A							20.82
8202 (11 &17)	Water Plant Operator II	381A							20.24
8593	Tool Serviceman								20.24
8200 (1&9 17)	Water Plant Operator I	285A-C					17.33	19.00	19.55
8703	Utility Worker III	368A							19.55
0333	Senior Storeman	343A-B					18.35		19.30
1102	Meter Reader II	345A							19.30

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APPENDIX I - PART I - 1998

IBEW SCHEDULE OF WAGES FROM JANUARY 01, 1998 TO DECEMBER 31, 1998.

CLASS CODE	CLASS	PAY GROUP	4TH YEAR APPRENTICE	PROBA- TIONARY	1ST 6 MONTHS	2ND 6 MONTHS	1ST YEAR	2ND YEAR	THEREAFTER
8620	Coal Plant Operator I	308A-B			18.33				19.30
8605	Equipment Operator II	334A-B			18.33				18.66
8150	Meter Mechanic	312A-B			17.79				18.33
8606	Equipment Operator I	299A							17.79
8713	Trouble Driver	257A							17.65
0330 (2)(3)	Storeman	258A-D		11.72			15.46	16.17	17.6
1101 (2)	Meter Reader I	283A-D		11.72			13.08	15.20	17.33
8700 (2&4 15)	Utility Worker			11.72			13.08	15.20	17.33

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APPENDIX I - PART I- 1998 I.B.E.W. SCHEDULE OF WAGES
FROM JANUARY 01, 1998 TO DECEMBER 31, 1998.

- (1) Employees must possess an Alberta Environment Level 1 certification in order to progress to the 2nd year rate of pay.
- * (2) Temporary Utility Workers, Meter Readers and Storeman are to be paid the probationary rate.
- ** (3) Present incumbent P.R. 10773982 to be paid \$16.17 per hour effective January 01,1998.
- * (4) Utility Worker assigned to relief driving on trouble truck shall work hours as per clause 6.01.02.04.
- (5) Includes the jobs of Relief Troubleman, Relief Switchboard Operator and Relief Electrical System Control Operator to which clause 6.01.02.04 shall apply.
- ** (6) Present incumbents only: P.R.#0236812, P.R.#0309309, P.R.#0437185 and P.R.#0455675 (from class # 8137) to be paid at \$18.33 per hour, effective January 01,1998.
- (7) Present incumbent P.R. #0210463 to be paid at \$28.44 per hour effective January 01,1998.
- (8) Reserved.
- (9) Incumbents who work eight (6) hour day shifts are considered to be relief operators to whom article 6.01.02.04. shall apply.
- * (10) Reserved.
- * (11) The Water Plant Operator II class is an established relief class to which clause **6.06.03.** shall apply for the first 600 hours straight time of relief as a Water Plant Operator III in a calendar year. Incumbents shall be compensated in accordance with clause 6.06.01. for any such relief in excess of 600 hours straight time per calendar year.
- (12) An Instrument Technician I at the "thereafter" rate, promoted to an Instrument Technician II, shall receive the "2nd year" rate of the Instrument Technician II class.
- * (13)A fourth year apprentice in classes Power Lineman III, Power Electrician I, Signals Technician I - LRT, Power Plant Electrician, and Cableman shall progress to the 1st B-month rate followed by the thereafter rate. New employees in these classes shall progress from the probationary rate to the thereafter rate after successfully completing the probationary period.

(14) Employees temporarily appointed to perform Technical Training Specialist duties shall receive the probationary rate.

(15) When the jobs of Delivery Driver, Mail Driver and Plant Custodian are vacated, staffing of the positions may occur but the new incumbents will be paid at the single rate of Non-permanent and Probationary Utility Worker.

(16) Present incumbents only: P.R.# 0442354, P.R.# 0659365, P.R.# 0660097, P.R.# 0465014, P.R.# 0224400 and P.R.# 0345323 to be paid at \$15.62 per hour effective January 01,1998.

(17) A permanent Water Plant Operator III who obtains certification to Level IV of the Alberta Environmental Protection Program will be reclassified to the Charge Operator classification.

A permanent Water Plant Operator II or a permanent Water Plant Operator I who obtains certification to Level IV of the Alberta Environmental Protection Program shall have his hourly rate adjusted by fifty (50) cents per hour.

**APPENDIX 1 - PART 11 - 1998
 LOCAL 1007 I.B.E.W. SCHEDULE OF WAGES - APPRENTICES
 FROM JANUARY 01, 1998 TO DECEMBER 31, 1998.**

APPROXIMATE PERCENTAGE OF JOURNEYMAN RATE	JANUARY 01, 1998 - DECEMBER 31, 1998 RATE
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Rate upon which the Apprenticeship Schedule for Power Plant Mechanic is based.
 \$24.95

Apprentice Rate	Class	Pay Range		
1st Period	8175A	382	60.0%	14.97
2nd Period			70.0%	17.47
3rd Period			80.0%	19.96
4th Period			92.5%	23.08***

Rate upon which the Apprenticeship Schedule for Power Plant Welder is based.
 \$24.95

Apprentice Rate	Class	Pay Range		
1st Period	8565A	383	60.0%	14.97
2nd Period			75.0%	18.71
3rd Period			90.0%	24.46
4th Period			92.5%	23.08 ***

Rate upon which the Apprenticeship Schedule for Power Plant Electrician**,
 Power Lineman III*, Cableman**, Electrician I, Power Electrician I**,
 Instrument Technician I, Power Lineman I, Meter Installer I, Signals Technician I
 and Signals Technician I - LRT** is based. \$24.29

Apprentice Rate	Class	Pay Range		
1st Period	8500	390	60.0%	14.57
2nd Period			70.0%	17.00
3rd Period			80.0%	19.43
4th Period			90.0%	21.86

Rate upon which the Apprenticeship Schedule for Millwright (WTP) is based.
\$23.01

Apprentice Rate	Class	Pay Range		
1st Period	8500C	351	60.0%	13.81
2nd Period			70.0%	16.11
3rd Period			80.0%	18.41
4th Period			90.0%	20.71

NOTE:

- * Fourth-year apprentice rate of Power Lineman III = \$23.54
- ** Fourth-year apprentice rate of Power Electrician I, Power Plant Electrician, Signals Technician I - LRT and Cableman = \$23.27
- *** Fourth-year apprentice rate of Power Plant Mechanic = \$23.08

**APPENDIX II - 1998 LOCAL 1007 I.B.E.W. SCHEDULE OF WAGES - DUAL TRADE CLASSIFICATION
FROM JANUARY 01, 1998 TO DECEMBER 31, 1998.**

CLASS CODE	CLASS	PAY GROUP	1ST YEAR	THEREAFTER
8136	Power Electrician / Instrument Foreman	659		\$29.15
8112	Power Plant Maintenance Foreman - Dual Trade	659		\$29.15
8177	Power Plant Mechanic II - Millwright / Machinist	607		\$26.51
8178	Power Plant Mechanic II / Power Plant Welder	607		\$26.51
8123	Power Electrician I / Instrument Technician II	608	\$24.90	\$26.51
8174	Power Plant Mechanic I - Millwright / Machinist	557		\$25.57
8173	Power Mechanic I / Power Plant Welder	557		\$25.57
8525	Instrumentation / Electrician Foreman (W.T.P.)	659		\$29.15
8564	Mechanical Maintenance Foreman (W.T.P.)	610		\$26.19
8520	Instrument Technician I / Electrician I (W.T.P.)	558	\$24.90	\$25.57
8006	Millwright I / Welder (W.T.P.)	449		\$23.59
8015	Millwright I / Machinist (W.T.P.)	449		\$23.59

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APPENDIX - III
LOCAL 1007 I.B.E.W. STATUTORY HOLIDAYS

PERMANENT, PROVISIONAL AND PROBATIONARY EMPLOYEES

For employees coming within the jurisdiction of I.B.E.W. LOCAL 1007, the following days will 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 that they meet the terms and conditions set out in this Agreement which apply to them:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day (July 01)
Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day (December 26)

And any other holiday which the Company allows employees as a whole.

TEMPORARY EMPLOYEES

Temporary employees who have completed thirty (30) calendar days of continuous service immediately prior to a statutory holiday or 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 section 1 (1) (g) of the Employment Standards Code (S.A. 1988 c. E-10.2), or as follows (whichever is more favourable), provided they meet the terms and conditions as set out in this Agreement which apply to them:

New Year's Day	Family Day
Good Friday	Victoria Day
Canada Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL
WORKERS LOCAL UNION 1007**

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

**LETTER #1 -
Dual Trades**

**LETTER #2 -
Recognition of Journeyman Status**

**LETTER #3 -
Jurisdictional Disputes**

**LETTER #4 -
Overtime Earnings Transferred to RRSP's**

**LETTER #5 -
Protective Clothing**

**LETTER #6 -
Water Plant Operators -
Working Condition Allowance**

**LETTER #7 -
Foremen Working with Tools**

**LETTER #8 -
AQUALTA - Shift Schedules
and Work Arrangements**

**LETTER #9 -
Health and Welfare Benefits**

LETTERS OF UNDERSTANDING

between

EPCOR UTILITIES INC.
and its subsidiary companies
EDMONTON POWER INC.
AQUALTA INC.
ELTEC INC.

Of the First Part

- and -

LOCAL NO. 1007,
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS

Of the Second Part

LETTER #1

DUAL TRADES

The parties agree that the following conditions shall apply with respect to Article 7.03.
- Dually Qualified Tradesmen.

1. The following will be considered as dually qualified trades for the purposes of Article 7.03.:
 - a) Millwright/Machinist
 - b) Millwright/Welder
 - c) Electrical/Instrumentation
2. Those tradesmen currently possessing a dual trade qualification as outlined in number 1 above shall be appointed to those jobs specified by the Company as requiring dually qualified tradesmen on the basis of seniority as set out in Article 13. of the current Collective Agreement.

3. Those tradesmen not currently possessing a dual trade qualification as outlined in number 1 above shall be provided with the first opportunity to acquire the dual qualification on the basis of seniority as set out in Article 13. of the current Collective Agreement.
4. The Company shall reimburse current tradesmen the tuition cost of any additional schooling required in order to obtain a second trades certificate and be considered dually qualified as outlined in number 1 above. The Company shall provide paid time if the additional schooling is required during working hours.
5. Those tradesmen not currently possessing a dual trade qualification as outlined in number 1 above shall be considered for promotion or transfer to jobs requiring a dually qualified tradesman provided they agree to obtain the second trade certificate within a reasonable period of time. Such reasonable period of time shall be determined "case by case" based on specific circumstances and the employee shall be so advised. Those tradesmen not meeting the requirements for dual qualification within the established time period shall be reverted to their previous job. Lack of a second trade qualification shall not be considered in determining "equally qualified" under Article 10.01. provided such tradesmen have agreed to obtain the second trade qualification within a reasonable period of time.
6. An employee shall be dually qualified as a journeyman before he can be classed as a foreman, sub-foreman or lead hand if he is working with and/or supervising dually qualified tradesmen. Present incumbents not possessing a dual trade qualification as outlined in number 1 above shall be considered to be "grandfathered". Notwith-

standing this, they will be encouraged to acquire the necessary dual trade qualification.

7. Those tradesmen who have been offered the opportunity to become dually qualified and have not accepted that opportunity shall be excluded from consideration for promotion or transfer as outlined in number 5.

LETTER #2

RECOGNITION OF JOURNEYMAN STATUS

The parties agree that any employee, who has been recognized as a journeyman prior to October 1, 1981 and who did not at that time hold an Alberta Journeyman Certificate, shall continue to be recognized as a fully qualified journeyman, and that recognition shall be equivalent to Power Electrician certification status as it existed prior to October 1, 1981 for the purposes of this Agreement.

LETTER #3

JURISDICTIONAL DISPUTES

The parties agree that disputes regarding the jurisdictional allocation of positions will be processed in accordance with the grievance procedure. Such matters will be dealt with as policy grievances. If however, a jurisdictional dispute is not resolved by the parties and the Union elects to refer the matter to a third party, the dispute will be referred to the Labour Relations Board for a final and binding decision.

LETTER #4

OVERTIME EARNINGS TRANSFERRED TO RRSP'S

The parties agree that the Company will investigate the viability of allowing employees to transfer overtime earnings to an RRSP while receiving the immediate tax benefit or without paying tax. Such agreement is subject to approval of this proposal by Revenue Canada and is also contingent on the Company's payroll system being able to accommodate this proposal.

LETTER #5

PROTECTIVE CLOTHING

The parties agree that a Union-Management Committee will be established during the term of this Agreement to determine the amount and type of protective clothing which should be supplied to employees. Additionally, the Committee will investigate the method of distribution and the appropriate schedule for replacement of any clothing.

The parties agree that for those employees who have submitted receipts for reimbursement the Company will pay to such employees the balance of the \$100 allowance owing. All other eligible employees will be paid the \$100 allowance after the signing of this Agreement.

In the event that the Union- Management Committee is unable to reach an Agreement on revised Clothing provisions, the provisions of Articles 8.04.01 and 8.04.02 shall become operative for 1997 and thereafter.

LEITER #6

**WATER PLANT OPERATORS -WORKING CONDI-
TION ALLOWANCE**

The parties agree that the Working Condition Allowance for the Water Plant Operators will continue to be provided for the term of this agreement to Water Plant Operators assigned to work rotating twelve (12) hour shifts based on the following:
December 24, 1995 to December 31, 1998

1. Water Plant Operator I . . . \$29.1 S/pay period
Water Plant Operator II. \$31.02/pay period
Water Plant Operator III . . . \$36.12/pay period
Charge Operator \$37.42/pay period
2. The aforementioned working condition allowance shall be paid on a bi-weekly basis to eligible employees provided they have worked the majority of scheduled shifts in the pay period.
3. Should the Labour Relations Board determine that Water Plant Operators fall under the jurisdiction of another union, the working condition allowance shall be payable only for the period they are covered by this Collective Agreement.
4. This working condition allowance will be deleted at the expiration of this Collective Agreement and the rates of pay for these respective classes will be subject to market comparison and negotiation.

LETTER #7

FOREMEN WORKING WITH TOOLS

The parties agree that a Foreman will not schedule work with tools for himself. The parties further agree that a Foreman may perform minor troubleshooting, effect minor repairs and may assist a tradesman where problems requiring the assis-

tance of another tradesman arise during the course of an assignment and all other appropriate tradesmen have been previously assigned to other work. The intent is that a Foreman will not work with tools to the extent that such work performance would eliminate a trades job. Either party may rescind this letter of understanding by providing the other party with notice to do so.

LETTER #6

AQUALTA - SHIFT SCHEDULES AND WORK ARRANGEMENTS

As a result of the restructuring of Edmonton Water Inc. (Aqualta), and the need to adequately and efficiently staff functions for the Water Treatment Plants, the parties agree to establish a joint Union/Management Committee to develop possible alternate work schedules and/or arrangements. The Committee shall be comprised of a maximum of three (3) representatives from each party and shall forward its recommendations to the parties.

LETTER #9

HEALTH AND WELFARE BENEFITS

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

1996 Letter of Understanding on this same subject.

- (1.) The provisions and benefits relating to the Long Term Disability Plan , Group Life Insurance Plan , Supplementary Health Care Plan and the Dental Plan shall be in accordance with Contract Number 50905, between the Company and the Sun Life Assurance Company of Canada (the benefit plan underwriter/carrier/administrator).
These benefit provisions are referenced in the Association Collective Agreement (October 15,1996 to December 21, 1996) as Clauses 7., 9., 11 .and 12. respectively.
- (2.) The Income Protection Plan (Short-Term Disability Plan), outlined in Clause 6. of the Association Collective Agreement (October 15, 1995 to December 21, 1996) ; shall be amended in accordance with the Company document entitled "EPCOR- Short-Term Disability Plan" which was released in November of 1996.
This plan provides for Short Term Disability (STD), in the form of salary continuation and ensures that an employee's income is protected in the event of a non-occupational injury or sickness absence from work in excess of three (3) hours to a maximum of eighty-five (85) days per incident. Permanent or probationary employees working at least twenty (20) hours per week and who have completed the waiting period will be entitled to eighty-five (85) working days per incident at 100% of their salary.
- (3.) The provisions and benefits respecting the Wind-Up of the Former Income Replacement Plan, the Alberta Health Care Plan, the Supplementation of Compensation Award, the section dealing with the General Application of Plans plus Clauses 15.02 and 15.03 from the Association Collective Agree-

ment regarding Administration of Plans ; shall be in accordance with the existing clauses and verbiage in the Association Collective Agreement (October 15,1995 to December 21,1996).

- (4.) The verbiage outlined in the Association Collective Agreement (October 15,1995 to December 21 ,1996) respecting the Charitable Assistance Fund, Statutory Holidays, Annual Vacation Leave, Leave of Absence and Pension Provisions shall remain the same and shall be incorporated into the main body of this Collective Agreement.
- (5.) The Company will be responsible for co-ordinating, at minimum, quarterly meetings with the appropriate Union(s) partners, Company representatives and representatives from Sun Life Assurance of Canada. These quarterly meetings shall provide a forum for consultation, discussion and learning by all of the parties. In addition, the meetings shall provide an ongoing feedback and evaluation mechanism regarding the administrative issues or concerns that may arise throughout the term of the contract between the Company and Sun Life Assurance of Canada.
- (6.) Union or employee concerns and/or appeals respecting the administration of the Long Term Disability Plan as underwritten by the Sun Life Assurance Company of Canada, shall be brought to the attention of the Company's Rehabilitation Co-ordinator. The Rehabilitation Co-ordinator shall refer the concern or appeal to the medical consultant retained by EPCOR. In the event that the medical consultant supports the Union or employee concern and/or appeal, then the Company agrees to forward and represent this concern and/or appeal on behalf of the Union or employee with the Sun Life Assurance Company of Canada. In the event that the medical consultant does not

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

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

(7.) Sick Time for Provisional Status Employees :

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

(8.) Recrediting of Vacation Hours for Employee's who are Disabled for Three (3) or more Days During Their Vacation:

If an employee produces medical evidence: satisfactory to the Company, proving that they were incapacitated to the extent which required them to be confined to their residence or hospitalized, due to non-occupational 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.

Note:. Such evidence must indicate the nature of the incapacitation and also why and how such incapacitation would require confinement.

(9.) Vacation Accrual While on STD/WCB/LTD :

Vacation accrual will continue for the first one hundred and eighty (180) days of W.C.B. absence and for the entire duration for which S.T.D. benefits were paid. There will be no vacation accrual while an employee is on the L.T.D..

(10.) Supplementation of Compensation :

The parties mutually agree that no employee should be paid more than their regular earnings when they are unable to work and are receiving Worker's Compensation Benefits.

SIGNED this twentieth day of June, A.D. 1996

INTERNATIONAL
BROTHERHOOD
OF ELECTRICAL
WORKERS
UNION LOCAL 1007

EPCOR UTILITIES INC.
AND ITS SUBSIDIARY
COMPANIES

Kelly Budge - Business
Manager

David Foy - EPCOR
Chief Executive Officer

Harry Edge - Assistant
Business Manager

Barbara Burton - Vice
President - EPCOR
Human Resources

WITNESSED BY: Phil Shewchuk - Director -
Employee Relations and Safety

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL UNION 1007
THE FOLLOWING ADDENDA
TO THE 1996-1998 COLLECTIVE AGREEMENT
ARE INDIVIDUAL ADDENDA
BUT ARE GROUPED TOGETHER FOR
SIGNING PURPOSES ONLY.**

- Addendum #1 -
Aqualta Inc. -Water Treatment Plants**
- Addendum #2 -
Edmonton Power Inc. - Electrical System
Control Operators**
- Addendum #3 -
Edmonton Power Inc.- Trouble Crew**
- Addendum #4 -
Edmonton Power - Coal Plant Employees**

**ADDENDUM TO THE 1996-1998
COLLECTIVE AGREEMENT**

between

EPCOR UTILITIES INC.
and its subsidiary companies
EDMONTON POWER INC.
AQUALTA INC.
ELTEC INC.

Of the First Part

- and -

**LOCAL NO. 1007,
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS**

Of the Second Part

ADDENDUM #1

AQUALTA INC. - WATER TREATMENT PLANTS

The following provisions shall apply to those employees in the Water Treatment Plants in Aqualta Inc. engaged in the compressed work week. 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 the compressed work week.

6. WORKING CONDITIONS

6.01. Hours of Work

6.01.02.

Other Hours of Work

6.01.02.02.

Employees engaged in the compressed work week shall have a shift of twelve (12) hours per day, including time off for lunch, as set out in the shift schedule. The hours of work for such employees shall average forty (40) hours per week over the length of the schedule.

6.01.02.04.

Where relief personnel are provided, they shall work an average of eighty (80) hours in a pay period over a complete shift cycle, provided, however, that they are notified eight (8) hours in advance of any change to those shifts for which they have been scheduled to work in that pay period. 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.

6.01.03.01.01.

Four (4) working days' notice of the change must be provided. If these conditions are not fulfilled, the employee whose hours of work have been changed shall receive overtime premium for those shifts worked prior to the expiration of the required notice period.

6.01.04.

Shift trades will not be permitted which would result in an employee working in excess of sixteen (16) consecutive hours.

6.02. Overtime Work

6.02.01 .01

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

6.05. *Pay for Work on Statutory Holidays*

6.05.03.

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 outlined in Clause 8.01.02. An employee who commences his shift before and during the statutory holiday shall be paid the premium rate for only those actual hours which fall during the statutory holiday.

6.07. *Shift Differential*

6.07.01.

An employee who works a scheduled shift, one-half (1/2) or more of which falls between 16:00 and 08:00 hours, shall receive a shift differential of ninety-five (95) cents for each hour of that shift. In addition, an employee who works the shift 07:00 to 19:00 hours shall receive a shift differential of ninety-five (95) cents per hour for four (4) hours of that shift. An employee shall be eligible for shift differential for regularly scheduled hours worked at premium rates on statutory holidays only.

7. **PAY PROVISIONS**

7.01. *Wages*

7.01.04.

Notwithstanding Clause 7.01.02. of the Main Agreement, employees shall be paid in accordance with the number of scheduled hours in each pay period. The number of hours scheduled

in each pay period will vary in accordance with the following:

Between seventy-two (72) and eighty-four (84) hours each pay period to average eighty (80) hours bi-weekly for a six (6) week cycle.

8. FRINGE BENEFITS

8.01. *Statutory Holidays*

8.01.01.

All employees shall receive the recognized statutory holiday for which they are eligible, with pay, or other days with pay in lieu of such statutory holiday, or pay in lieu, provided they are available for work in accordance with their shift preceding, during and following the designated day for observance of the holiday, or on approved leave for a period of ten (10) working days or less duration, except when such leave is as a result of a compensable accident. 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 eight (8) hours of such day paid as a statutory holiday and the remaining time shall be paid from accumulated sick leave entitlement. Where the Company designates a day in lieu of the actual statutory holiday for the majority of its employees, the employee may be allowed off on such day. In the event that this is not possible, the employee may be allowed a day off in lieu of the statutory holiday at a time mutually agreed between the employee and his supervisor. If such a day cannot be provided, the employee shall receive a day's pay in lieu of the statutory holiday.

8.01.03.

A day's pay for a statutory holiday or a day off with pay in lieu of a statutory holiday shall be equal to

the monetary or time equivalent of eight (8) hours' work.

8.04. Health and Welfare Benefits and Pensions

8.04.03.

Vacation leave and sick leave usage shall be administered on an hourly basis in accordance with the shift schedule.

24. REVERSION TO THE EIGHT HOUR PER DAY SCHEDULE

Either of the parties may decide at any time to revert from the compressed work week and, in the event of reversion, premiums which may normally have been payable as a result of reverting to the five (5) day work week schedule will not be paid.

25. DURATION OF THE COMPRESSED WORK WEEK

* It is agreed that, subject to reversion rights, the compressed work week will continue in effect for the period date of ratification to December 31, 1998. At the conclusion of this period, the parties may decide to request continuance of the project or to discontinue said project.

ADDENDUM #2

EDMONTON POWER INC. - ELECTRICAL SYSTEM CONTROL OPERATORS

The following provisions shall apply to Electrical System Control Operators in Edmonton Power Inc. engaged in the compressed work week. 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 the compressed work week.

6. WORKING CONDITIONS

6.01. *Hours of Work*

6.01.02.

Other Hours of Work

6.01.02.02.

Employees engaged in the compressed work week shall work a combination of eight (8) and twelve (12) hour shifts, including time off for lunch, as set out in the shift schedule. The hours of work for such employees shall average forty (40) hours per week over the length of the schedule.

6.01.02.04.

Where relief personnel are provided, they shall work an average of eighty (80) hours in a pay period over a complete shift cycle, provided, however, that they are notified eight (8) hours in advance of any change to those shifts for which they have been scheduled to work in that pay

period. 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.

6.01.03.01.01.

Four (4) working days' notice of the change must be provided. If these conditions are not fulfilled, the employee whose hours of work have been changed shall receive overtime premium for those shifts worked prior to the expiration of the required notice period.

6.01.04.

Shift trades will not be permitted which would result in an employee working in excess of sixteen (16) consecutive hours.

6.02. *Overtime Work*

6.02.01 .01

Relief personnel shall be eligible to receive overtime pay for those hours worked in excess of eighty-four (84) bi-weekly. 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*

6.05.03.

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 outlined in Clause 8.01.02. An employee who commences his shift before and during the statutory holiday shall be paid the premium rate for only those actual hours which fall during the statutory holiday.

6.07. *Shift Differential*

6.07.01.

An employee who works a scheduled shift, one-half (1/2) or more of which falls between

16:00 and 08:00 hours, shall receive a shift differential of ninety-five (95) cents for each hour of that shift. In addition, an employee who works the shift 08:00 to 20:00 hours shall receive a shift differential of ninety-five (95) cents per hour for four (4) hours of that shift. An employee shall be eligible for shift differential for regularly scheduled hours worked at premium rates on statutory holidays only.

7. PAY PROVISIONS

7.01. *Wages*

7.01.04.

Notwithstanding Clause 7.01.02. of the Main Agreement, employees shall be paid in accordance with the number of scheduled hours in each pay period. The number of hours scheduled in each pay period will vary in accordance with the following:

Between seventy-two (72) and eighty-four (84) hours each pay period to average eighty (80) hours bi-weekly for a ten (10) week cycle.

8. FRINGE BENEFITS

8.01. *Statutory Holidays*

8.01.01.

All employees shall receive the recognized statutory holidays for which they are eligible, with pay, or other days with pay in lieu of such statutory holiday, or pay in lieu, provided they are available for work in accordance with their shift preceding, during and following the designated day for observance of the holiday, or on approved leave for a period of ten (10) working days or less duration, except when such leave is as a result of a compensable accident. 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 eight (8) hours of such day paid as a statutory holiday and the remaining time shall be paid from accumulated sick leave entitlement. Where the Company designates a day in lieu of the actual statutory holiday for the majority of its employees, the employee may be allowed off on such day. In the event that this is not possible, the employee may be allowed a day off in lieu of the statutory holiday at a time mutually agreed between the employee and his supervisor. If such a day cannot be provided, the employee shall receive a day's pay in lieu of the statutory holiday.

8.01.03.

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

8.01.04.

Permanent relief employees scheduled off on a statutory holiday will be scheduled to work a twelve (12) hour shift in place of a regularly scheduled eight (8) hour shift during the same pay period in which the statutory holiday occurs except where otherwise mutually agreed.

8.04. *Health and Welfare Benefits and Pensions*

8.04.03.

Vacation leave and sick leave usage shall be administered on an hourly basis in accordance with the shift schedule.

24. REVERSION TO THE EIGHT HOUR PER DAY SCHEDULE

Either of the parties may decide at any time to revert from the compressed work week by providing a minimum of one (1) month's notice in writing to the other party. However, the parties agree that,

in the event either party decides to revert from the compressed work week they will meet prior to the reversion to discuss the most expedient schedules for reversion. In the event of reversion, premiums which may normally have been payable as a result of reverting to the straight eight (8) hour per day schedule will not be paid.

25. DURATION OF THE COMPRESSED WORK WEEK

- * It is agreed that, subject to reversion rights, the compressed work week will continue in effect for the period date of ratification to December 31, 1998. At the conclusion of this period, the parties may decide to request continuance of the project or to discontinue said project.

ADDENDUM #3

EDMONTON POWER INC. -TROUBLE CREWS

The following provisions shall apply to trouble crew employees in Edmonton Power Inc.. 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 to trouble crew employees.

6. WORKING CONDITIONS

6.01. *Hours of Work*

6.01.02.

Other Hours of Work

6.01.02.02.

Employees engaged in the compressed work week shall work a combination of eight (8) and twelve (12) hour shifts, including time off for lunch, as set out in the shift schedule. The hours of work for such employees shall average forty (40) hours per week over the length of the schedule. Such employees shall not normally work more than four (4) consecutive twelve (12) hour shifts.

6.01.02.04.

Where relief personnel are provided, they shall work an average of eighty (80) hours in a pay period over a complete shift cycle, provided, however, that they are notified eight (8) hours in advance of any change to those shifts for which they have been scheduled to work in that pay period. 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.

6.01.03.01 .01

Four (4) working days' notice of the change must be provided. If these conditions are not fulfilled, the employee whose hours of work have been changed shall receive overtime premium for those shifts worked prior to the expiration of the required notice.

6.01.04.

Shift trades will not be permitted which would result in an employee working in excess of sixteen (16) consecutive hours.

6.02. *Overtime Work*

6.02.01.01.

Relief personnel shall be eligible to receive overtime pay for those hours worked in excess of eighty-four (84) bi-weekly. 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*

6.05.03.

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 outlined in Clause 8.01.02. An employee who commences his shift before and during the statutory holiday shall be paid the premium rate for only those actual hours which fall during the statutory holiday.

6.07. *Shift Differential*

6.07.01.

An employee who works a scheduled shift, one-half (1/2) or more of which falls between 16:00 and 08:00 hours, shall receive a shift differ-

ential of ninety-five (95) cents for each hour of that shift. In addition, an employee who works the shift 07:00 to 19:00 hours shall receive a shift differential of ninety-five (95) cents per hour for four (4) hours of that shift. An employee shall be eligible for shift differential for regularly scheduled hours worked at premium rates on statutory holidays only.

7. PAY PROVISIONS

7.01. Wages

7.01.04.

Notwithstanding Clause 7.01.02. of the Main Agreement, employees shall be paid in accordance with the number of scheduled hours in each pay period. The number of hours scheduled in each pay period will vary in accordance with the following:

- * Between seventy-two (72) and eighty-four (84) hours each pay period to average eighty (80) hours bi-weekly for a sixteen (16) week cycle.

8. FRINGE BENEFITS

8.01. Statutory Holidays

8.01.01.

All employees shall receive the recognized statutory holidays for which they are eligible, with pay, or other days with pay in lieu of such statutory holiday, or pay in lieu, provided they are available for work in accordance with their shift preceding, during and following the designated day for observance of the holiday, or on approved leave for a period of ten (10) working days or less duration, except when such leave is as a result of a compensable accident. 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 eight (8) hours of such day paid as a statutory holiday and the remaining time shall be paid from accumulated sick leave entitlement. Where the Company designates a day in lieu of the actual statutory holiday for the majority of its employees, the employee may be allowed off on such day. In the event that this is not possible, the employee may be allowed a day off in lieu of the statutory holiday at a time mutually agreed between the employee and his supervisor. If such a day cannot be provided, the employee shall receive a day's pay in lieu of the statutory holiday.

8.01.03.

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

8.04. *Health and Welfare Benefits and Pensions*

8.04.03.

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

24. REVERSION TO THE EIGHT HOUR PER DAY SCHEDULE

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

25. DURATION OF THE COMPRESSED WORK WEEK

- * It is agreed that, subject to reversion rights, the compressed work week will continue in effect for the period date of ratification to December 31, 1998. At the conclusion of this period, the parties may decide to request continuance of the project or to discontinue said project.

ADDENDUM #4

EDMONTON POWER INC. - COAL PLANT EMPLOYEES

The following provisions shall apply to Coal Plant employees in Edmonton Power Inc. engaged in the compressed work week. 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 the compressed work week.

6. WORKING CONDITIONS

6.01. *Hours of Work*

6.01.01.

Normal Hours of Work

Normal hours of work for Relief Coal Plant Operators will be, Monday through Friday, five (5) days per week, eight and one-half (8 1/2) hours per day with one-half (1/2) hour unpaid lunch break.

6.01.02.

Other Hours of Work

6.01.02.02.

Employees engaged in the compressed work week shall work a combination of eight (8) and twelve (12) hour shifts, including time off for lunch, as set out in the shift schedule. The hours of work for such employees shall average forty (40) hours per week over the length of the schedule.

6.01.03.
General Provisions

6.01.03.01.01.
Four (4) working days' notice of the change must be provided. If these conditions are not fulfilled, the employee whose hours of work have been changed shall receive overtime premium for those shifts worked prior to the expiration of the required notice period.

6.01.04.
Shift trades will not be permitted which would result in an employee working in excess of sixteen (16) consecutive hours.

6.01.05.
Relief Coal Plant Operators having less than twenty-four (24) hours notice of shift change before the start of their normal shift shall:

6.01.05.01.
if the shift change is to nights, receive two (2) times their regular pay for the first twelve (12) hours of work and straight pay for any subsequent shift that they are required to cover in that notice of shift change, or

6.01.05.02.
if the shift change is to days, receive their regular rate of pay for the first eight (8) hours of work and two (2) times their regular rate of pay for the next four (4) hours.

6.01.05.03.
They will receive straight pay for any subsequent shift that they are required to cover in that notice of shift change.

6. WORKING CONDITIONS

6.01. Hours of Work

6.01.06.

Relief Coal Plant Operators having twenty-four (24) hours or more notice of shift change before the start of their normal shift shall receive their regular rate of pay for all shifts worked in that notice of shift change regardless of whether it is days or nights.

6.05. Pay for Work on Statutory Holidays

6.05.03.

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 outlined in Clause 8.01.02.. An employee who commences his shift before and during the statutory holiday shall be paid the premium rate for only those actual hours which fall during the statutory holiday.

6.07. Shift Differential

6.07.01.

An employee who works a scheduled shift, one-half (1/2) or more of which falls between 16:00 and 08:00 hours, shall receive a shift differential of ninety-five (95) cents for each hour of that shift. In addition, an employee who works the shift 07:00 to 19:00 hours shall receive a shift differential of ninety-five (95) cents per hour for four (4) hours of that shift. An employee shall be eligible for shift differential for regularly scheduled hours worked at premium rates on statutory holidays only.

7. PAY PROVISIONS

7.01. *Wages*

7.01.04.

Notwithstanding Clause 7.01.02. of the Main Agreement, employees shall be paid in accordance with the number of scheduled hours in each pay period. The number of hours scheduled in each pay period will vary in accordance with the following:

Between sixty (60) and ninety-six (96) hours each pay period to average eighty (80) hours bi-weekly for the shift cycle.

7.04. *Balancing* Hours

7.04.01.

If, due to shift changes, Relief Coal Plant Operators work less regular hours in a pay period than they would have worked if they had worked their normal shift, they shall be given the opportunity to:

7.04.01 .01

Work any straight time hours short of the normal hours in a pay period. at a time mutually agreed to, within the current pay period or the pay period following (however no balancing shall be required for shortages of less than eight (8) hours) or

7.04.01.02.

If the employee is not given the opportunity to work the hours short of the normal hours in the pay period, the Company will pay the difference between the employee's regular hours and the amount that the person is short, or

7.04.01.03.

If the employee has worked more than the normal hours in a pay period he will be given time off within the current pay period or the pay period following. In the event that the employee's hours cannot be balanced over the current and following

pay period, the employee shall receive overtime for the excess hours worked.

8. FRINGE BENEFITS

8.01. *Statutory Holidays*

8.01.01.

All employees shall receive the recognized statutory holidays for which they are eligible, with pay, or other days with pay in lieu of such statutory holiday, or pay in lieu, provided they are available for work in accordance with their shift preceding, during and following the designated day for observance of the holiday, or on approved leave for a period of ten (10) working days or less duration, except when such leave is as a result of a compensable accident. 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 eight (8) hours of such day paid as a statutory holiday and the remaining time shall be paid from accumulated sick leave entitlement. Where the Company designates a day in lieu of the actual statutory holiday for the majority of its employees, the employee may be allowed off on such day. In the event that this is not possible, the employee may be allowed a day off in lieu of the statutory holiday at a time mutually agreed between the employee and his supervisor. If such a day cannot be provided, the employee shall receive a day's pay in lieu of the statutory holiday.

8.01.03.

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

8.02.04.

Clause 8.02.02 of this Main Agreement will not apply to Relief **Coal** Plant Operators. ,

8.04. *Health* and Welfare Benefits and *Pensions*

8.04.03.

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

23. COAL PLANT OPERATOR DUTIES

23.01.

In addition to the Coal Plant operational duties that are normally performed, the Coal Plant Operators will be required to conduct minor maintenance duties such as changing out easily accessed troughing, return and impact rollers, adjust / replace rubber skirting, scrapers and rope seals under the following conditions:

23.01.01.

Their normal operational duties have been completed, or

23.01.02.

to prevent major coal spillage, damage to equipment, or interruption in fuel supply.

24. REVERSION TO THE EIGHT HOUR PER DAY SCHEDULE

Either of the parties may decide at any time to revert from the compressed work week by providing a minimum of one (1) months notice in writing to the other party. However, the parties agree that, in the event either party decides to revert from the compressed work week they will meet prior to the reversion to discuss the most expedient schedules for reversion. In the event of reversion, premiums which may normally have been payable as a result

of reverting to the straight eight (8) hour per day schedule will not be paid.

SIGNED this twentieth day of June, A.D. 1996

INTERNATIONAL
BROTHERHOOD
OF ELECTRICAL
WORKERS
UNION LOCAL 1007

EPCOR UTILITIES INC.
AND ITS SUBSIDIARY
COMPANIES

Kelly Budge - Business
Manager

David Foy - EPCOR
Chief Executive Officer

Harry Edge - Assistant
Business Manager

Barbara Burton - Vice
President - EPCOR
Human Resources

WITNESSED BY: Phil Shewchuk - Director -
Employee Relations and Safety

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96/11/12