

# COLLECTIVE AGREEMENT

between

**EPCOR UTILITIES INC.**  
**EPCOR Energy Services Inc.**  
**EPCOR Generation Inc.**  
**EPCOR Water Services Inc.**  
**EPCOR Distribution and Transmission Inc.**



- and -

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



Duration:

~~November 7, 1999 to December 29, 2001.~~

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**EPCOR Energy Services Inc.**  
**EPCOR Generation Inc.**  
**EPCOR Water Services Inc.**  
**EPCOR Distribution and Transmission Inc.**  
(hereinafter called the "Company")

- and -

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

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 .
3. A triple asterisk (,,,) designates a clause and /or article incorporated from the October 15, 1995 to December 21, 1996 Association Collective Agreement (the Agreement between the Union of Public Employees - Local 30, the Amalgamated Transit Union - Local 569, the International Brotherhoods of Electrical Workers - Local 1007 and the Communications, Energy and Paperworkers Union of Canada - Local 829 and the City of Edmonton).

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between

**EPCOR UTILITIES INC.**  
**EPCOR Energy Services Inc.**  
**EPCOR Generation Inc.**  
**EPCOR Water Services Inc.**  
**EPCOR Distribution and Transmission 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 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 November 7, 1999 to December 29, 2001. All items shall come into force and effect on the above specified date unless otherwise specified in this Agreement.

## 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.~~ 3.04.

Continuous Employment

The words "continuous employment" when used in this Agreement shall mean continuous permanent or probationary employment with the Company.

3.05. 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.

3.06. 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.

3.07. 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.

3.08. 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.

3.09.

Part-Time Employee

The words "part-time employee" when used in this Agreement shall mean an employee who occupies a job which is assigned, working hours which are normally less than eight (8) hours per day or forty (40) hours per week.

3.10. 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.

3.11. 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.

3.12. 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.

- 3.13. 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.
- 3.14. Provisional Employee  
The words "provisional employee" when used in this Agreement shall mean a person engaged in full-time temporary employment who has completed one thousand, nine hundred and forty-four (1,944) hours of temporary service for the Company, 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.
- 3.15. 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.
- 3.16. 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.

- 3.17. 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.
- 3.18. Trial Term  
The words "trial term" when used in this Agreement shall mean the trial period of employment of an employee in a permanent job.
- 3.19. 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 (EPCOR Generation Inc.) 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. However, where the requirements of service demand it, the work week may be any five (5) consecutive days during the week.

6.01 .01.04.

The normal hours of work of the Water Treatment Plants (EPCOR Water Services Inc.) 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. However, where the requirements of service demand it, the work week may be any five (5) consecutive days during the 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. Genera/ 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 weeks 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 or the employee will have the option to be paid out in cash. However, the immediate management supervisor or his delegate has the sole discretion to approve employee requests to use their banked overtime as time off.



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 one dollar and thirty-five cents (\$1.35) 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 one dollar and thirty-five cents a 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 January 03, 1999, 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 five 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 five 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 .0i.

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

New Year's Day, Alberta 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.

8.01.02.

\*\*\* Temporary employees who have completed thirty (30) calendar days of continuous service immediately prior to the statutory holiday or who have completed thirty (30) working days with the Company in the preceding twelve (12) months shall be entitled to receive such statutory holidays as are set forth in the current Employment Standards Code, or as follows (whichever is more favourable), provided they meet the terms and conditions set out in this section.

New Years Day, Alberta Family Day, Good Friday, Victoria Day, Canada Day (July 01) Labour Day, Thanksgiving Day, Remembrance Day, and Christmas Day

8.01.03.

Part-time employees shall be entitled to statutory holidays commensurate with their status as temporary, provisional, probationary or permanent and shall be paid at their regular rate of pay for



hours which shall be determined by dividing the average weekly number of hours worked by the employee in the nine (9) weeks preceding the statutory holiday by five (5).

8.01.04.

All employees shall receive the recognized statutory holidays for which they are eligible, 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 actual 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.

8.01.05.

The 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.

8.01.06.

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, except that in the case of employees who are working in accordance with an approved compressed work week program, where the majority of shifts worked in the pay period are longer than eight (8) hours, the employee will be paid a monetary amount equal to the length of the majority of working shifts in the pay period.

8.02. Annual 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 indicate a choice by March 31 will have waived whatever right he may have had to choose his vacation leave period. Between April 01 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.

8.02.04.

Annual Vacation Leave shall be advanced to permanent and probationary employees in full on the first (1<sup>st</sup>) of January each year and such employees shall be allowed to schedule this leave, subject to the terms of this Agreement. A new employee shall receive an annual vacation leave entitlement advance as of his date of hire in accordance with 8.02.05.

8.02.05.

\*\*\* A full-time permanent or probationary employee shall be entitled to Annual Vacation Leave on the following basis :

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

$$120 \text{ Working Hours} \times \frac{\text{Remaining Days in the Calendar Year}}{365 \text{ Calendar Days per Year}}$$

- An employee's First Vacation Anniversary shall be the January 1st that follows the employee's hire date. Thereafter, subsequent vacation anniversaries shall be on January 1st each year.
- One hundred and twenty (120) working hours on or after their first (1st.) Vacation Anniversary.
- One hundred and sixty (160) working hours on or after their seventh (7th.) Vacation Anniversary.
- Two hundred (200) working hours on or after their sixteenth (16th.) Vacation Anniversary.
- Two hundred and forty (240) working hours on or after their twenty-second (22nd.) Vacation Anniversary.

8.02.06.

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

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

8.02.07.

An employee may be allowed to take vacation leave to the maximum of his vacation leave entitlement. During the vacation year in which the employee is eligible for increased vacation entitlement and thereafter, they shall be credited with such increased entitlement on January 1<sup>st</sup> of that year.

8.02.08.

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

8.02.09.

An employee who terminates during a calendar year, shall be entitled to a pro-rata ratio of their Annual Vacation Leave compared to the number of calendar days in the year.

If, on the date of termination, the employee has used more than their pro-rata ratio of vacation leave for that point in time in the calendar year, the

employee shall reimburse the Company for any used portion of the annual vacation leave in excess of the employee's pro-rata ratio of vacation leave entitlement.

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

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

In the case of death, payment of unused vacation shall be made to the employee's estate.

~~8.02.10.~~

Vacation pay for full-time permanent or probationary employees shall be at the regular rate of pay for the class of the job which the employee is permanently appointed to or is serving a trial term thereof.

~~8.02.11.~~

When a full-time temporary or provisional employee is appointed to the permanent staff, the employee's length of service for vacation leave entitlement purposes shall be established by adding together the total number of pay periods employed with the Company as a full-time, provisional or temporary employee and dividing by twenty-six point one (26.1). The result thus obtained shall constitute the years of service and these, added to subsequent continuous years of

service, shall constitute the years of continuous service for vacation entitlement purposes as provided in this Agreement. However, the months employed as a temporary or provisional employee which occur prior to a break in employment of twelve (12) continuous months shall not be used in ascertaining years of service for vacation leave purposes. In addition, the employee's Vacation Anniversary Date shall be adjusted consistent with clause 8.02.05..

~~8.02.12.~~

Subject to Company policy, an employee may be permitted to carry over vacation to the next vacation year, except that if a permanent employee is unable to take vacation to which he is entitled in any vacation year because of sickness and/or accident, he shall carry over his entitlement to the following vacation year or succeeding vacation years.

~~8.02.13.~~

If a recognized statutory holiday, for which an employee is eligible, occurs during a period of annual vacation of that employee, he shall receive an additional day off, or pay in lieu thereof, as mutually agreed between the Company and the employee.

~~8.02.14.~~

An employee who has been absent from work without pay for more than one (1) complete pay period shall have his annual vacation leave entitlement reduced on a pro-rata basis to reflect the absence in excess of one (1) complete pay period.

8.02.15.

A permanent or probationary employee who is in receipt of Short Term Disability Benefits shall not have his vacation leave entitlement reduced as a result of such absence.

8.02.16.

Permanent or probationary employees absent because of occupational disability in excess of one hundred and eight (180) consecutive calendar days shall have their annual vacation leave entitlement reduced on a pro-rata basis to reflect the absence in excess of one hundred and eighty (180) consecutive days.

8.02.17.

Permanent or probationary employees in receipt of Long Term Disability benefits shall have their annual vacation leave entitlement reduced on a pro-rata basis to reflect the length of time they were in receipt of Long Term Disability Benefits until the employee returns to work for the Company in any form of remunerated employment.

8.02.18.

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 residence or hospitalized, through non-occupational sickness and/or injury for a period of three (3) working days or more during his 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.

~~8.02.19.~~

A permanent or probationary employee on annual vacation shall be eligible for bereavement leave in accordance with the applicable bereavement leave provisions in this Agreement.

~~8.02.20.~~

Insofar as the efficient operation of a section will permit, an employee shall have the right to choose the period of vacation according to his duration of continuous employment with the Company. If, in the opinion of the Director, the period of vacation leave chosen by an employee conflicts or interferes with the efficient operation of the Company, the Director will give such employee at least one (1) month's notice thereof, where practicable, and such employee shall have the right to choose an alternative period.

~~8.02.21.~~

An employee shall be entitled to vacation credits commensurate with the employee's status as temporary, provisional, probationary or permanent and the employee's vacation pay shall be his regular rate of pay. Part-time employees shall be paid vacation credits to which they are entitled at the regular rate of pay for hours which shall be determined by dividing the average weekly number of hours worked by the employee in the eight (8) weeks preceding the scheduled vacation by five (5).

8.02.22.

When a part-time employee is appointed to a full-time position, the employee's length of service for vacation leave entitlement purposes shall be established by adding together the total number of straight time hours employed with the Company as a part-time employee in a calendar year and dividing the yearly number of hours worked by full-time employees in similar jobs. The result thus obtained shall constitute the years of continuous service for vacation entitlement purposes as provided in 8.02.05.. However, part-time employment which occurred prior to a break in employment of twelve (12) continuous months will not be used in ascertaining years of service for vacation leave purposes.

8.02.23.

In the event that a full-time employee's normal daily hours vary, vacation leave shall be paid in accordance with this Agreement.

8.03. Leave of Absence

8.03.01.

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

8.03.02.

Leave With Pay

8.03.02.01.

In the event that an accredited representative of the Union is required to meet with Company representatives to discuss a grievance or

arbitration case, he shall be granted leave with pay. If the Company requires the attendance of the employee who is grieving, he shall be granted leave with pay.

8.03.02.02.

Leave of absence with pay for other matters of mutual concern may be made in accordance with Company regulations.

8.03.02.03.

Leave of absence with pay shall be for those hours the employee normally would have worked had he not been required to meet with representatives of the Company.

8.03.03. Leave Without Pay

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:

8.03.03.01.

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.

8.03.03.02.

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's portion, making due allowance for changes in his marital status and number of dependants.

8,03.03.03.

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

8,03.04.

Bereavement Leave

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

8,03.04.01.

When death occurs in the employee's immediate family-that is, current spouse, parent, grandparent, grandchild, guardian, parent of current spouse, child or ward, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent of current spouse, or a related dependent of the employee, the employee, on request, shall be excused for any three (3) regularly scheduled consecutive working days without loss of pay at the employee's regular rate of pay, provided the employee attends the funeral. Such leave shall extend past the day of the funeral if there is a demonstrated need for the leave.

However, in no event shall such leave exceed the three (3) working days.

~~8.03.04.02.~~

One-half (1/2) day's leave with pay to attend funeral services of persons related more distantly than those listed in 8.03.04.01. shall be granted upon request. Upon demonstrating the need for additional time due to extenuating circumstances, this leave shall be extended up to one (1) day.

~~8.03.04.03.~~

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

~~8.03.04.04.~~

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

~~8.03.04.05.~~

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

~~8.03.05.~~

Compensation for Witness and Jury Duty  
An employee who has been subpoenaed to appear in Court as a witness or juror on a working day, during the employee's regular hours of work, shall be allowed the required time off without loss of pay at the employee's regular rate of pay, provided that any witness fees or jury fees paid to the employee for this appearance are given to the Company.

8.03.06.

<sup>t</sup> Maternity Leave

Maternity leave, which is unpaid, voluntary leave relating to the birth or adoption of a child, shall be granted by the Company in accordance with the following:

8.03.06.01.

To a pregnant female employee who is either permanent or has been employed with the Company for a period of at least twelve (12) consecutive months, upon her application to the Company. Except where otherwise specified in the Employment Standards Code, should no application be made by the employee for maternity leave, the employee will be deemed to have resigned her job and the Company will be under no obligation to provide future employment.

8.03.06.02.

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

8.03.06.03.

<sup>\*\*</sup> Employees who are members of the Company's Disability Plans as provided for in this Agreement and provide medical evidence satisfactory to the Company to substantiate their disability for the valid, health-related portion of their pregnancy may, subject to the terms of the EPCOR Supplemental Unemployment Benefits Plan (SUB PLAN), qualify for SUB PLAN benefits for the duration of the aforementioned valid, health-related period. In any event, receipt of such SUB PLAN benefits shall commence no sooner than the date

of delivery, subject to the provisions contained in the SUBPLAN. Employees who are members of the Company's Disability Plans and who otherwise do not meet the conditions for eligibility for SUB PLAN benefits during the valid, health-related portion of their pregnancy will be governed by the terms of the Company's Disability Plans.

8.03.06.04.

Maternity leave shall be applied for in writing, at the earliest possible date, but not less than two (2) weeks prior to the date upon which maternity leave is to commence. Such leave shall commence at any time up to twelve (12) weeks prior to the estimated date of delivery. If the employee is unable to perform the duties of her job or such alternative job which may be available, for which she is qualified, and in the absence of any valid, health-related disability attributable to the pregnancy, the employee shall be required to immediately commence maternity leave in accordance with the applicable provisions of the Employment Standards Code.

8.03.06.05.

Except where otherwise stipulated in the Employment Standards Code, maternity leave shall be up to six (6) months in duration, including any valid, health-related portion that may be encompassed during this period.

8.03.06.06.

An employee who is a member of the Company's Disability Plans and who subsequently experiences a maternity complication related to the valid, health-related portion of her pregnancy after the conclusion of the maximum period during which

SUB PLAN benefits may be available, shall be entitled to receive the balance of disability benefits paid at the applicable level.

8,03.06.07.

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

8,03.06.08.

An employee returning from maternity leave within the approved period shall be given the same job, if available, or a comparable job, at her former rate of pay, provided as much notice as possible of return is given to the Company. In any event, said notice shall not be less than two (2) weeks.

8,03.06.09.

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

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

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



8.03.08.

Health and Welfare Benefits

8.03.08.01

Provisional employees shall be entitled to sick leave with pay on the following basis:

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

8.03.08.02.

Eligible employees shall be members of applicable pension plans in accordance with the provisions of said plans.

8.04. Protective Clothing

8.04.01.

The Company shall provide overalls, coveralls and/or smocks to all employees as required.

Replacement shall be made based on evidence of fair wear and tear.

8.04.02.

Gloves will be subsidized at sixty (60) percent of cost.

8.04.03.

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.

8.04.04.

Safety Boot Subsidy

§.04.04.01.

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-five dollars (\$55.00)~~, 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.

§.04.03.02.

Employees who are required to wear Lineman boots shall receive a subsidy of ~~eighty dollars (\$80.00)~~ 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 a rate which shall not exceed 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 jobs 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 job 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

appointed. 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 jobs 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 jobs.

10.08.

Water Plant Operator Promotions

10.08.01.

The lines of promotion in the Water Treatment Plants in EPCOR Water Services Inc., shall be from Water Plant Operator I to Water Plant Operator III.

10.08.02.

\* 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.

11. **LAYOFFS AND REHIRES**

\*

**NOTE:** For the purposes of Layoffs and Rehires there will be two Companies recognized. The first Company would be EPCOR Transmission, EPCOR Energy Services, EPCOR Generation, EPCOR Corporate and EPCOR Technologies and the second Company would be E P C O R

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 job 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".
- 11.0Q. 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 jobs 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 jobs.
- 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 job 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 job 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 3.14. The seniority of a provisional employee, as such, shall date from

the time the employee last qualified as a provisional 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 job 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 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 jobs, 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 Employee Relations and Safety - 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 CEO, indicating that the consultation phase has ended without a mutually agreed to resolution.

14.04.

*Stage Two - The Formal Grievance Phase*

14.04.01.

Within ten (10) working days of receiving the formal written grievance, the CEO or his designate, will notify the employee(s) and/or the Union of a hearing date and arrange for the appropriate Company representatives to attend and hear the grievance. Following the hearing, 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.

14.04.02.

\* 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.

14.04.03.

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.

14.08.

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 14.03.01 and the subsequent clauses in the 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 compensation equal to the actual travel time at his regular rate of pay to a maximum of one (1) hour each way.

1502.01.

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.

15.04.

Employees who are required to perform work at locations other than Edmonton or Genesee will be compensated in accordance with the Company's travel policy and the current travel guidelines.

## **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. Troublemen 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.

23.  
\*\*\*  
**EDMONTON CIVIC EMPLOYEES CHARITABLE ASSISTANCE FUND**

A payroll deduction in an amount not to exceed one-half (1/2) of one (1) percent shall be made from the wages of all employees covered by this Agreement. Such deductions shall be on a bi-weekly basis and shall be forwarded to the Secretary Treasurer of the Fund 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 the implementation of any change to the amount of the payroll deduction.

24.  
• ☒  
**SUPPLEMENTATION OF COMPENSATION AWARD**

24.01.  
\*\*\*  
If a permanent employee is prevented from performing his work with the Company because of an occupational disability that is sustained during the course of his work for the Company and the disability is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, the Company will supplement the award made by the Workers' Compensation Board by such an amount

that the award of the Workers' Compensation Board for loss of wages and any other allowances provided as a result of a compensable disability together with the supplementation by the Company will be one hundred (100%) percent of the employee's regular net pay. (For disabilities commencing on or after April 1, 1989, one hundred [100%] percent of the employee's regular net pay less income tax.) Payment shall commence on the date of commencement of the award by the Workers' Compensation Board and shall continue until the Workers' Compensation Board certifies that the employee is able to return to work, or until granted a permanent pension by the Workers' Compensation Board, whichever occurs first. Said supplementation shall not be payable to any permanent employee entitled to compensation after pension age if such an employee is entitled to any pension or after the employee's sixty-fifth (65<sup>th</sup>) birthday if such an employee is not entitled to a pension.

~~24.02.~~

If, in the opinion of the Company, supplementation of the Workers' Compensation Board award to other employees is justified and approved, it will be made in accordance with the conditions established for permanent employees. In no event, however, shall any period of supplementation for those employees exceed three (3) months without further review and approval by the Company.

~~24.03.~~

Employees who are laid off from the Company shall not be eligible to continue receiving

supplementation of compensation benefits unless the claim for Workers' Compensation benefits was initiated prior to the notice of layoff and the disability has continued beyond the date such layoff becomes effective. Additionally, the regular rate of pay used in calculating the supplementation of compensation benefits shall be the regular rate of pay of the employee immediately prior to the date of layoff.

24.04.  
t

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



APPENDIX 1 PART 1  
 IBEW SCHEDULE OF WAGES FROM JANUARY 3, 1999 TO JANUARY 1, 2000

CLASS CODE	CLASS	4m Yr Apprentice	Proba- tionary	1 <sup>ST</sup> 6 months	2 <sup>ND</sup> 6 months	1 <sup>ST</sup> Year	2 <sup>ND</sup> Year	Thereafter
3052	Senior Electrical Inspector							29.59
8185	Power Line Foreman							29.59
6133	Power Electrician Foreman							29.15
8139	Signals Foreman							29.15
<b>8128</b>	Cable Foreman							29.15
8157	Meter Foreman							29.15
8152	Meter Shop Foreman							29.15
<b>8111</b>	Power Plant Maintenance Foreman							29.15
8514	Electrical Foreman							29.15
8129	Streetlight and Trolley Foreman							29.15
8160	Instrument Foreman							29.15
<b>8121(5)</b>	Electrical System Control Operator					28.41		29.15
<b>8141</b>	Mechanical Foreman (W.T.P.)							29.15
8545 (14)	Technical Training Specialist		28.41					29.15
0414	Energy Utilization Analyst II							28.84
3051	Electrical Inspector					26.51		28.41



CLASS CODE	CLASS	4 <sup>th</sup> Yr Apprentice	Proba- tionary	1 <sup>ST</sup> 6 months	2 <sup>ND</sup> 6 months	1 <sup>ST</sup> Year	2 <sup>ND</sup> Year	Thereafter
8184	Power Lineman IV							28.16
8183(5)	Troubleman							28.16
8544	Quality Assurance Administrator							28.16
8130	Power System Technician							27.82
8132	Power Electrician II							27.82
8124	Senior Signals Technician -- LRT							27.82
8127	Signals Technician II							27.82
8158	Instrument Repairman							27.82
8512	Electrician II							27.82
0413	Energy Utilization Analyst							27.82
8138(13)	Cableman	24.13	24.92	25.23				26.81
8182(13)	Power Lineman III	24.13	24.92	25.23				26.81
8108(5)	Switchboard Operator					25.45		26.72
8012	Millwright II (WTP)							26.51
8176	Power Plant Mechanic II							26.51
8140	System Inspector							26.51
8155	Meter Installer II							26.51
8522(12)	Instrument Technician II					24.90	25.57	26.51
8156	Meter Technician					24.90	25.57	26.51



CLASS CODE	CLASS	4 <sup>th</sup> Yr Apprentice	Proba- tionary	1 <sup>ST</sup> 6 months	2 <sup>ND</sup> 6 months	1 <sup>ST</sup> Year	2 <sup>ND</sup> Year	Thereafter
0334	Storekeeper					20.75		21.57
1103	Meter Reader III							21.57
*8200 (1, 9,17, 18)	Water Plant Operator I					18.86	20.79	21.20
8593	Tool Serviceman							20.75
8703	Utility Worker III							20.04
1102	Meter Reader II							20.04
	<b>Leadhand</b> Utility Systems Locator					15.58	17.76	20.04
0333	Senior <b>Storeman</b>					18.81		19.78
8620	Coal Plant Operator I			18.79				19.78
8605	Equipment Operator II			18.79				19.13
8150	Meter Mechanic			18.23				18.79
8606	Equipment Operator I							18.23
8713	Trouble Driver							18.09
0330(2)	<b>Storeman</b>		12.01			15.85	16.57	18.09
1101(2)	Meter Reader I		12.01			13.41	15.58	17.76
8700 (2, 4,15)	<b>Utility</b> Worker		12.01			13.41	15.58	17.76
8700	Underground System Locator		12.40					12.71

\* Note: These rates include shift differential.

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**APPENDIX I PART I - 1999**

**I.B.E.W. SCHEDULE OF WAGES**

**FROM January 03,1999 to January 01,2000**

- (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) Reserved.
- (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. #23681, P.R. #30930, P.R. #43718 and P.R. #45567 (from class #8137) to be paid \$18.79 per hour effective January 03, 1999.
- (7) Present incumbent P.R. #21046 to be paid at \$29.15 per hour effective January 03, 1999.
- (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) Reserved.
- (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 1 - LRT, Power Plant Electrician, and Cableman shall progress to the 1<sup>st</sup> 6-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 Custodians 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. #44235, P.R. #65938, and P.R. #22440 to be paid at \$16.22 per hour effective January 03, 1999.
- \* (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 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.
- \*\* (18) Water Plant Operator I must have Level II Certification for Thereafter rate.

APPENDIX I - PART II -  
 1999 LOCAL 1007 IBEW SCHEDULE OF WAGES-APPRENTICES  
 FROM JANUARY 3, 1999 TO JANUARY 1, 2000

Approximate % of    Jan. 3, 1999 to  
 Journeyman Rate    Jan. 1, 2000 Rate

Rate upon which the Apprenticeship Schedule for Power Plant Mechanic is based.  
 25.57

Apprentice Rate	Class	Approximate % of Journeyman Rate	Jan. 3, 1999 to Jan. 1, 2000 Rate
			25.57
<b>1<sup>st</sup> Period</b>	<b>8175A</b>	60.0%	15.34
<b>2<sup>nd</sup> Period</b>		70.0%	17.90
<b>3<sup>rd</sup> Period</b>		80.0%	20.46
<b>4<sup>th</sup> Period</b>		92.5%	23.65

Rate upon which the Apprenticeship Schedule for Power Plant Welder is Based.  
 25.57

Apprentice Rate	Class	Approximate % of Journeyman Rate	Jan. 3, 1999 to Jan. 1, 2000 Rate
			25.57
<b>1<sup>st</sup> Period</b>	<b>8565A</b>	60.0%	15.34
<b>2<sup>nd</sup> Period</b>		<b>75.0%</b>	19.18
<b>3<sup>rd</sup> Period</b>		90.0%	23.01
<b>4<sup>th</sup> Period</b>		92.5%	23.65

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.

24.90

Apprentice Rate	Class	Approximate % of Journeyman Rate	Jan. 3, 1999 to Jan. 1, 2000 Rate
			24.90
<b>1<sup>st</sup> Period</b>	8500	60.0%	14.94
<b>2<sup>nd</sup> Period</b>		70.0%	17.43
<b>3<sup>rd</sup> Period</b>		80.0%	19.92
<b>4<sup>th</sup> Period</b>		90.0%	22.41

		Approximate % of Journeyman Rate	Jan. 3, 1999 to Jan. 1, 2000 Rate
Rate upon which the Apprenticeship Schedule for Millwright (WTP) is based.			
			25.57
Apprentice Rate	Class		
1 <sup>st</sup> Period	<b>8700C</b>	60.0%	15.34
2 <sup>nd</sup> Period		70.0%	17.90
3 <sup>rd</sup> Period		80.0%	20.46
4 <sup>th</sup> Period		90.0%	23.01

NOTE:

- \* Fourth-year apprentice rate of Power Lineman III and Cableman = \$24.13
- \*\* Fourth-year apprentice rate of Power Electrician I, Power Plant Electrician, Signals Technician I - LRT = \$23.85

APPENDIX II - 1999 LOCAL 1007 I.B.E.W. SCHEDULE OF WAGES –  
 DUAL TRADE CLASSIFICATION  
 FROM JANUARY 3, 1999 TO JANUARY 1, 2000

CLASS CODE	CLASS	1 <sup>ST</sup> YEAR	THEREAFTER
8136	Power Electrician/Instrument Foreman		30.63
8112	Power Plant Maintenance Foreman -Dual Trade		30.63
8177	Power Plant Mechanic II -Millwright / Machinist		27.85
8176	Power Plant Mechanic II / Power Plant Welder		27.85
8123	Power Electrician I / Instrument Technician II	26.16	27.85
8174	Power Plant Mechanic I -Millwright / Machinist		26.87
8173	Power Mechanic I / Power Plant Welder		26.87
8525	Instrumentation / Electrician Foreman (W.T.P.)		30.63
8564	Mechanical Maintenance Foreman (W.T.P.)		30.63
8520	Instrument Technician / Electrician (W.T.P.)	26.16	27.85
8006	Millwright I / Welder (W.T.P.)		26.87
8015	Millwright I / Machinist (W.T.P.)		26.87
8513	Maintenance Planner		28.41

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APPENDIX 1 PART 1  
 IBEW SCHEDULE OF WAGES FROM JANUARY 2, 2000 TO DECEMBER 30, 2000

CLASS CODE	CLASS	4 <sup>th</sup> Yr Apprentice	Proba- tionary	1 <sup>ST</sup> 6 months	2 <sup>ND</sup> 6 months	1 <sup>ST</sup> Year	2 <sup>ND</sup> Year	Thereafter
3052	Senior Electrical Inspector							30.48
8185	Power Line Foreman							30.48
8133	Power Electrician Foreman							30.03
8139	Signals Foreman							30.03
8128	Cable Foreman							30.03
8157	Meter Foreman							30.03
8152	Meter Shop Foreman							30.03
8111	Power Plant Maintenance Foreman							30.03
8514	Electrical Foreman							30.03
8129	Streetlight and Trolley Foreman							30.03
8160	Instrument Foreman							30.03
8121(5)	Electrical System Control Operator					29.27		30.03
8141	Mechanical Foreman (W.T.P.)							30.03
8545 (14)	Technical Training Specialist		29.27					30.03
0414	Energy Utilization Analyst II							29.71
3051	Electrical Inspector					27.30		29.27

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CLASS CODE	CLASS	4 <sup>th</sup> Yr Apprentice	Proba- tionary	1 <sup>ST</sup> 6 months	2 <sup>ND</sup> 6 months	1 <sup>ST</sup> Year	2 <sup>ND</sup> Year	Thereafter
8184	Power Lineman IV							29.00
8183(5)	Troubleman							29.00
8544	Quality Assurance Administrator							29.00
8130	Power System Technician							28.65
8132	Power Electrician II							28.65
8124	Senior Signals Technician – LRT							28.65
8127	Signals Technician II							28.65
8158	Instrument Repairman							28.65
8512	Electrician II							28.65
0413	Energy Utilization Analyst							28.65
8138(13)	Cableman	24.85	25.67	25.98				27.62
8182(13)	Power Lineman III	24.85	25.67	25.98				27.62
8108(5)	Switchboard Operator					26.21		27.52
8012	Millwright II (WTP)							27.30
8176	Power Plant Mechanic II							27.30
8140	System Inspector							27.30
8155	Meter Installer II							27.30
8522(12)	Instrument Technician II					25.64	26.34	27.30
8156	Meter Technician					25.64	26.34	27.30

CLASS CODE	CLASS	4 <sup>th</sup> Yr Apprentice	Proba- tionary	1 <sup>ST</sup> 6 months	2 <sup>ND</sup> 6 months	1 <sup>ST</sup> Year	2 <sup>ND</sup> Year	Thereafter
8131(13)	Power Electrician I	24.57	25.34	25.64				27.30
8122(13)	Signals Technician I – LRT	24.57	25.34	25.64				27.30
8187(13)	Power Plant Electrician	24.57	25.34	25.64				27.30
8511	Electrician I					25.64		27.30
8011	Millwright I (WTP)							26.34
8518	Electronic Technician		25.64					26.34
8175	Power Plant Mechanic I							26.34
8561	Welder (WTP)							26.34
8565	Power Plant Welder							26.34
8521	Instrument Technician I		24.38					25.64
8180	Power Lineman I		24.38					25.64
8154	Meter Installer I		24.38					25.64
8126	Signals Technician I		24.38					25.64
*8210	Charge Operator							25.21
0335	Stores Administrator							24.29
8110	Power Plant Maintenance Man							24.29
*8204(17)	Water Plant Operator III							24.66
8608	Equipment Operator III							23.41
8793	Utility Worker Foreman							22.21

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CLASS CODE	CLASS	4 <sup>th</sup> Yr Apprentice	Proba- tionary	1 <sup>ST</sup> 6 months	2 <sup>ND</sup> 6 months	1 <sup>ST</sup> Year	2 <sup>ND</sup> Year	Thereafter
0334	Storekeeper					21.37		22.21
1103	Meter Reader III							22.21
*8200 (1, 9,17,18)	Water Plant Operator I					19.43	21.41	21.84
8593	Tool Serviceman							21.37
8703	Utility Worker III							20.64
1102	Meter Reader II							20.64
0333	Senior Storeman					19.37		20.38
	Leadhand Utility Systems Locator					16.05	18.30	20.64
8620	Coal Plant Operator I			19.35				20.38
8605	Equipment Operator II			19.35				19.70
8150	Meter Mechanic			18.78				19.35
8606	Equipment Operator I							18.78
8713	Trouble Driver							18.63
0330(2)	Storeman		12.37			16.32	17.07	18.63
1101(2)	Meter Reader I		12.37			13.81	16.05	18.30
8700 (2, 4,15)	Utility Worker					13.81	16.05	18.30
8700	Underground System Locator		12.40					12.71

\* Note: These rates include shift differential.

**APPENDIX I PART I - 2000**

**I.B.E.W. SCHEDULE OF WAGES**

**FROM January 02, 2000 to December 30, 2000**

- (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) Reserved.
- (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. #23681, RR. #30930, P.R. #43718 and P.R. #45567 (from class #8137) to be paid \$19.35 per hour effective January 02,2000.
- (7) Present incumbent P.R. #21046 to be paid at \$30.02 per hour effective January 02, 2000.
- (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) Reserved.
- (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 1 - LRT, Power Plant Electrician, and Cableman shall progress to the 1st 6-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 Custodians 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. #44235, P.R. #65938, and P.R. #22440 to be paid at \$16.71 per hour effective January 02, 2000.
- \* (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 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.
- \*\* (18) Water Plant Operator I must have Level II Certification for Thereafter rate.

APPENDIX I-PART II -  
 2000 LOCAL 1007 IBEW SCHEDULE OF WAGES - APPRENTICES  
 FROM JANUARY 2, 2000 TO DECEMBER 30, 2000

			Approximate % of Journeyman Rate	Jan. 2, 2000 to Dec. 30, 2000 Rate
Rate upon which the Apprenticeship Schedule for Power Plant Mechanic is based.				
				26.34
Apprentice Rate	Class			
<b>1<sup>st</sup></b> Period	<b>8175A</b>		60.0%	<b>15.80</b>
<b>2<sup>nd</sup></b> Period			70.0%	<b>18.44</b>
<b>3<sup>rd</sup></b> Period			80.0%	21.07
<b>4<sup>th</sup></b> Period			92.5%	24.36

Rate upon which the Apprenticeship Schedule for Power Plant Welder is Based.				
				26.34
Apprentice Rate	Class			
<b>1<sup>st</sup></b> Period	<b>8565A</b>		60.0%	15.80
<b>2<sup>nd</sup></b> Period			75.0%	19.75
<b>3<sup>rd</sup></b> Period			90.0%	23.70
<b>4<sup>th</sup></b> Period			92.5%	24.36

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 - <b>LRT**</b> is based.				
				25.65
Apprentice Rate	Class			
<b>1<sup>st</sup></b> Period	8500		60.0%	15.39
<b>2<sup>nd</sup></b> Period			70.0%	17.95
<b>3<sup>rd</sup></b> Period			80.0%	<b>20.52</b>
<b>4<sup>th</sup></b> Period			90.0%	23.08

Approximate % of Jan. 2, 2000 to  
Journeyman Rate Dec. 30, 2000 Rate

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

26.34

Apprentice	Rate	Class	Approximate % of Journeyman Rate	Jan. 2, 2000 to Dec. 30, 2000 Rate
1 <sup>st</sup> Period		8700C	60.0%	15.80
2 <sup>nd</sup> Period			70.0%	16.44
3 <sup>rd</sup> Period			80.0%	21.07
4 <sup>th</sup> Period			90.0%	23.70

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NOTE:

- \* Fourth-year apprentice rate of Power Lineman III and Cableman = \$24.65
- \*\* Fourth-year apprentice rate of Power Electrician I, Power Plant Electrician, Signals Technician I - LRT = \$24.57



APPENDIX II - 2000 LOCAL 1007 I.B.E.W. SCHEDULE OF WAGES - DUALTRADE CLASSIFICATION  
 FROM JANUARY 2, 2000 TO DECEMBER 30, 2000

CLASS CODE	CLASS	1st YEAR	THEREAFTER
8136	Power Electrician/Instrument Foreman		31.55
8112	Power Plant Maintenance Foreman - Dual Trade		31.55
8177	Power Plant Mechanic II -Millwright / Machinist		26.68
8176	Power Plant Mechanic II I Power Plant Welder		28.68
8123	Power Electrician I I Instrument Technician II	26.94	26.68
<b>8174</b>	Power Plant Mechanic I -Millwright/Machinist		27.67
6 1 7 3	Power Mechanic I / Power Plant Welder		27.67
8525	Instrumentation / Electrician Foreman (W.T.P.)		31.55
8564	Mechanical Maintenance Foreman (W.T.P.)		31.55
6520	Instrument Technician I Electrician (W.T.P.)	26.94	28.66
8006	Millwright I/Welder (W.T.P.)		27.67
8015	Millwright I / Machinist (W.T.P.)		27.67
8513	Maintenance Planner		29.27

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**APPENDIX 1 PART 1  
IBEW SCHEDULE OF WAGES FROM DECEMBER 31, 2000 TO DECEMBER 29, 2001**

CLASS CODE	CLASS	4 <sup>th</sup> Yr	Proba-	1 <sup>ST</sup>	2 <sup>ND</sup>	1 <sup>ST</sup>	2 <sup>ND</sup>	Thereafter
		Apprentice	tionary	6 months	6 months	Year	Year	
3052	Senior Electrical Inspector							31.39
8185	Power Line Foreman							31.39
8133	Power Electrician Foreman							30.93
8139	Signals Foreman							30.93
8128	Cable Foreman							30.93
8157	Meter Foreman							30.93
8152	Meter Shop Foreman							30.93
8111	Power Plant Maintenance Foreman							30.93
8514	Electrical Foreman							30.93
8129	Streetlight and Trolley Foreman							30.93
8160	Instrument Foreman							30.93
8121(5)	Electrical System Control Operator					30.14		30.93
8141	Mechanical Foreman (W.T.P.)							30.93
8545 (14)	Technical Training Specialist		30.14					30.93
0414	Energy Utilization Analyst II							30.60
3051	Electrical Inspector					28.12		30.14

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CLASS CODE	CLASS	4 <sup>th</sup> Yr Apprentice	Proba- tionary	1 <sup>ST</sup> 6 months	2 <sup>ND</sup> 6 months	1 <sup>ST</sup> Year	2 <sup>ND</sup> Year	Thereafter
8184	Power Lineman IV							29.87
8183(5)	Troubleman							29.87
8544	Quality Assurance Administrator							29.87
8130	Power System Technician							29.51
8132	Power Electrician II							29.51
8124	Senior Signals Technician – LRT							29.51
8127	Signals Technician II							29.51
8158	Instrument Repairman							29.51
8512	Electrician II							29.51
0413	Energy Utilization Analyst							29.51
8138(13)	Cableman	25.60	26.44	26.76				28.45
8182(13)	Power Lineman III	25.60	26.44	26.76				28.45
8108(5)	Switchboard Operator					27.00		28.35
8012	Millwright II (WTP)							28.12
8176	Power Plant Mechanic II							28.12
8140	System Inspector							28.12
8155	Meter Installer II							28.12
8522(12)	Instrument Technician II					26.41	27.13	28.12
8156	Meter Technician					26.41	27.13	28.12

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CLASS CODE	CLASS	4 <sup>th</sup> Yr Apprentice	Proba- tionary	1 <sup>ST</sup> 6 months	2 <sup>ND</sup> 6 months	1 <sup>ST</sup> Year	2 <sup>ND</sup> Year	Thereafter
8131(13)	Power Electrician I	25.30	26.10	26.41				28.12
8122(13)	Signals Technician I – LRT	25.30	26.10	26.41				28.12
8187(13)	Power Plant Electrician	25.30	26.10	26.41				28.12
8511	Electrician I					26.41		28.12
8011	Millwright I (WTP)							27.13
8518	Electronic Technician		26.41					27.13
8175	Power Plant Mechanic I							27.13
8561	Welder (WTP)							27.13
8565	Power Plant Welder							27.13
8521	Instrument Technician I		25.11					26.41
8180	Power Lineman I		25.11					26.41
8154	Meter Installer I		25.11					26.41
8126	Signals Technician I		25.11					26.41
*8210	Charge Operator							25.97
*8204(17)	Water Plant Operator III							25.40
0335	Stores Administrator							25.02
8110	Power Plant Maintenance Man							25.02
8608	Equipment Operator III							24.11
8793	Utility Worker Foreman							22.88

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CLASS CODE	CLASS	4 <sup>th</sup> Yr Apprentice	Proba- tionary	1 <sup>ST</sup> 6 months	2 <sup>ND</sup> 6 months	1 <sup>ST</sup> Year	2 <sup>ND</sup> Year	Thereafter
0334	Storekeeper					22.01		22.88
1103	Meter Reader III							22.88
*8200 (1, 9,17,18)	Water Plant Operator I					20.01	22.05	22.49
8593	Tool Serviceman							22.01
8703	Utility Worker III							21.26
1102	Meter Reader II							21.26
	Leadhand Utility Systems Locator					16.53	18.30	21.26
0333	Senior Storeman					19.95		20.99
8620	Coal Plant Operator I			19.93				20.99
8605	Equipment Operator II			19.93				20.29
8150	Meter Mechanic			19.34				19.93
8606	Equipment Operator I							19.34
8713	Trouble Driver							19.19
0330(2)	Storeman		12.74			16.81	17.58	19.19
1101(2)	Meter Reader I		12.74			14.22	16.53	18.84
8700 (2, 4,15)	Utility Worker		12.74			14.22	16.53	18.84
8700	Underground System Locator		12.40					12.71

\*\*\* Note: These rates include shift differential.

**APPENDIX I PART I - 2001**

**I.B.E.W. SCHEDULE OF WAGES**

**FROM December 31, 2000 to December 29, 2001**

- (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) Reserved.
- (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 Troublemán, Relief Switchboard Operator and Relief Electrical System Control Operator to which clause 6.01.02.04. shall apply.
- (6) Present incumbents only: P.R. #23681, P.R. #30930, P.R. #143718 and P.R. #45567 (from class #8137) to be paid \$19.93 per hour effective December 31, 2000.
- (7) Present incumbent P.R. #21046 to be paid at \$30.93 per hour effective December 31, 2000.
- (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) Reserved.
- (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 1 - LRT, Power Plant Electrician, and Cableman shall progress to the 1st 6-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 Custodians 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. #44235, P.R. #65938, and P.R. #22440 to be paid at \$17.21 per hour effective December 31, 2000.
- \* (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 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.
- \*\* (18) Water Plant Operator I must have Level II Certification for Thereafter rate.

APPENDIX I-PART II -  
 2001 LOCAL **1007** IBEW SCHEDULE OF WAGES-APPRENTICES  
 FROM DECEMBER **31, 2000 TO** DECEMBER **29, 2001**

Approximate % Dec. **31, 2000** to  
 of Journeyman Rate Dec. **31, 2001** Rate

Rate upon which the Apprenticeship Schedule for Power Plant Mechanic is based.  
 27.13

Apprentice	Rate	Class		
<b>1<sup>st</sup> Period</b>		<b>8175A</b>	60.0%	16.28
<b>2<sup>nd</sup> Period</b>			70.0%	18.99
<b>3<sup>rd</sup> Period</b>			80.0%	21.70
<b>4<sup>th</sup> Period</b>			92.5%	25.09

Rate upon which the Apprenticeship Schedule for Power Plant Welder is Based.  
 27.13

Apprentice	Rate	Class		
<b>1<sup>st</sup> Period</b>		<b>8565A</b>	60.0%	16.28
<b>2<sup>nd</sup> Period</b>			75.0%	20.35
<b>3<sup>rd</sup> Period</b>			90.0%	24.41
<b>4<sup>th</sup> Period</b>			92.5%	<b>25.09</b>

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.

Apprentice	Rate	Class		
<b>1<sup>st</sup> Period</b>		8500	60.0%	15.85
<b>2<sup>nd</sup> Period</b>			70.0%	18.49
<b>3<sup>rd</sup> Period</b>			80.0%	21.13
<b>4<sup>th</sup> Period</b>			90.0%	23.77



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

27.13

Apprentice Rate	Class		
1 <sup>st</sup> Period	<b>8700C</b>	60.0%	16.26
2 <sup>nd</sup> Period		70.0%	<b>18.99</b>
3 <sup>rd</sup> Period		<b>80.0%</b>	21.70
4 <sup>th</sup> Period		90.0%	24.41

NOTE:

- \* Fourth-year apprentice rate of Power Lineman III and Cableman = \$25.60
- \*\* Fourth-year apprentice rate of Power Electrician I, Power Plant Electrician, Signals Technician I - LRT = \$25.30

APPENDIX II - 2001 LOCAL 1007 I.B.E.W. SCHEDULE OF WAGES - DUALTRADE CLASSIFICATION  
FROM DECEMBER 31, 2000 TO DECEMBER 31, 2001

CLASS CODE	CLASS	1 <sup>ST</sup> YEAR	THEREAFTER
8136	Power Electrician/Instrument Foreman		32.48
8112	Power Plant Maintenance Foreman - Dual Trade		32.48
<b>8177</b>	Power Plant Mechanic II-Millwright/ Machinist		29.53
8178	Power Plant Mechanic II I Power Plant Welder		29.53
8123	Power Electrician I / Instrument Technician II	27.73	29.53
8174	Power Plant Mechanic I-Millwright/Machinist		28.49
8173	Power Mechanic I / Power Plant Welder		28.49
<b>8525</b>	Instrumentation / Electrician Foreman <b>(W.T.P.)</b>		32.48
8564	Mechanical Maintenance Foreman <b>(W.T.P.)</b>		32.4%
8520	Instrument Technician / Electrician (W.T.P.)	27.73	29.53
<b>8006</b>	Millwright I / Welder (W.T.P.)		28.49
8015	Millwright I / Machinist (W.T.P.)		28.49
<b>8513</b>	Maintenance Planner		30.14

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

**THE FOLLOWING LETTERS OF UNDERSTANDING  
TO THE 1999-2001 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 - Foremen Working with Tools**
- LETTER #6 - EPCOR Water Services - Shift Schedules and Work Arrangements**
- LETTER #7 - Health and Welfare Benefits**
- LETTER #8 - Apprentice Qualifications**
- LETTER #9 - Water Plant Operators - Premium Pay for Certification Levels**
- LETTER #10 - EPCOR Technologies Inc. Commitment**
- LETTER #11- Deregulation of Power Industry**
- LETTER #12 - L.R. T. Standby Pay**
- LETTER #13 - Qualifications of Trades Positions - EPCOR Technologies Inc.**

- LETTER #14 - EPCOR Water Services Inc. -  
Water Plant Operations
- LETTER #15 - Future Directions Initiative
- LETTER #16 - Training and Career Progression  
for IBEW Members at Genesee
- LETTER #17 - Standby Provisions - EPCOR  
Technologies Inc.
- LETTER #18 - Hours of Work - Notice of Shift  
Changes in Power Plants
- LETTER #19 - Safety Codes Officer Compensa-  
tion
- LETTER #20 - Rosedale (Power) Foreman
- LETTER #21- Class Compression/Deletion
- LETTER #22 - Classification Review
- LETTER #23 - EPCOR Technologies Inc. -  
Underground Utility System  
Location
- LETTER #24 - EPCOR Generation Inc. - Contract  
Co-ordinator
- LETTER #25 - EPCOR Water Services Inc. -  
Water Treatment Plant Operators -  
Certified Skills Apprenticeship  
Opportunities

**LETTERS OF UNDERSTANDING**

between

**EPCOR UTILITIES INC.**

EPCOR Energy Services Inc.

EPCOR Generation Inc.

EPCOR Water Services Inc.

EPCOR Distribution and Transmission 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

**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 ~~permanently~~ 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". Notwithstanding 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**

**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 assistance 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**

**EPCOR WATER SERVICES - SHIFT SCHEDULES AND WORK ARRANGEMENTS**

As a result of the restructuring of EPCOR Water Services, and the need to adequately and efficiently staff functions for the Water Treatment Plants, the parties agree to estab-



lish 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 #7**

#### **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 31, 1996) as Clauses 7., 9., 11 .and 12. respectively; and in the CSU #52 Collective Agreement (January 22,1995 to January 06,1996) - Part II as Clauses 2., 4., 6. and 7. 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) and Clause 1 .- Part II of the CSU#52 Collective Agreement (January 22, 1995 to January 06,1996); 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 Agreement regarding Administration of Plans and Clause 9.02 from the CSU 52 Collective Agreement on this same subject; shall be in accordance with the existing clauses and verbiage in the Association Collective Agreement (October 15,1995 to December 21,1996) and Part II of the CSU 52 Collective Agreement (January 22,1995 to January 06,1996).
- (4.) For employee's who are members of Local 1007, The International Brotherhood of Electrical Workers; The Communications, Energy and Paper-workers Union,

Local 829 and the Canadian Union of Public Employees, Local 30 ; 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 each of these jurisdiction's Collective Agreements with the Company.

- (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.

*(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.

The Letters of Understanding regarding Health and Welfare benefits dated May 8th 1996 and February 25, 1997 will be deleted. The provisions of the "Association Agreement" - October 15, 1995 to December 21, 1996 -with respect to benefits will be incorporated in the new benefits agreement as follows:

- a) Provisions with respect to Amendment and Termination Income Protection and General Application of Plans shall be included in the new benefits agreement, modified as necessary to reflect the terms and conditions outlined in the new EPCOR Benefits Agreement.

b) Provisions with respect to Saturday Holidays, Annual Vacation Leave, Leave of Absence and Supplementation of Compensation Award, where not already contained within this Collective Agreement, shall be included in this Collective Agreement or in a separate letter of agreement Union and the employer deem appropriate.

c) All other items are deleted.

A benefits program shall be established and adjusted from time to time in accordance with a separate benefits agreement. The grievance and dispute resolution provisions of this agreement are not applicable to the benefits program. All references to prior benefit programs, plans or arrangements directly or indirectly contained within this agreement are deleted upon implementation of the new benefits program.

The Company recognizes the Union through its accredited officers or representatives as the exclusive agent of those employees covered by Certificate No. 168-97 and the EPCOR Benefits Agreement. The Company further agrees that any changes to the EPCOR Benefits Agreement shall be done in accordance with the terms and conditions of the said benefits agreement, provided that such changes are properly finalized in writing and executed by the authorized representatives of the parties to the Agreement.

#### **LETTER #6**

#### **APPRENTICE QUALIFICATIONS**

The parties agree to review the qualifications that are required for apprentice positions during the term of the Col-

lective Agreement, and to explore ways to equalize funding for career development.

**LETTER #9**

**WATER PLANT OPERATORS - PREMIUM PAY FOR CERTIFICATION LEVELS**

The parties agree that there will be a lump sum premium paid upon obtaining each of the levels of certification as follows:

Certification Level I	\$200.00
Certification Level II	\$300.00
Certification Level III	\$400.00
Certification Level IV	\$500.00

Payment of each of these levels will be made retroactively for present employees upon ratification of the 1999 to 2001 Collective Agreement. Therefore, present employees who possess Level IV Certification will receive a total of \$1,400.00. Those with Level III Certification will receive a total of \$900.00 and those with Level II Certification will receive a total of \$500.00. Those with Level I Certification \$200.00.

**LETTER #10**

**EPCOR TECHNOLOGIES INC. COMMITMENT**

In order to:

- Maintain the competitive position of EPCOR Technologies Inc.
- Grow the Business
- Retain a skilled workforce and promote security of employment for IBEW 1007 members, and

- Enable EPCOR Technologies Inc. to submit competitive bids

The Company and the Union in consultation with its affected members may mutually agree to temporarily suspend, modify or create new provisions of the Collective Agreement. Any discussions between the parties shall take place at the earliest opportunity, to enable the parties to explore a range of options and alternatives.

#### **LETTER #11**

##### **DEREGULATION OF THE POWER INDUSTRY**

In the event of legislation either related to the deregulation of the power industry or the code of conduct for affiliate relationships between EPCOR companies, impacting on the Collective Agreement, the parties mutually agree to meet and discuss the implications of such legislation.

#### **LETTER #12**

##### **L.R.T. - STANDBY PAY**

The parties agree that those employees in the L.R.T. area who have been providing standby shall receive retroactive standby pay to March 01, 1999. Standby pay will be paid from Friday -Thursday.

#### **LETTER #13**

##### **QUALIFICATIONS OF TRADES POSITIONS - EPCOR TECHNOLOGIES INC.**

The parties agree that over the term of this Agreement, the Company and the Union will determine the current and



future qualifications of employees working within trades positions at EPCOR Technologies Inc. Where qualifications are other than Power System Electrician or Power Lineman, the Company will develop a process to enable current employees to become qualified.

**LETTER #14**

**EPCOR WATER SERVICES INC. -WATER PLANT OPERATIONS**

During the term of the Collective Agreement, the parties agree to jointly have the following discussions outside of negotiations:

- Meet with EPCOR Water Services Inc. to discuss:
  - core complement
  - multi-skilling
  - built-in relief staff
- Meet with Shift Schedulers to pursue greater balancing of schedule changes amongst employees.

**LETTER #15**

**FUTURE DIRECTIONS INITIATIVE**

The parties agree that the Company and the Union will continue using an interest based approach to develop work arrangements and determine remuneration for employees in Operations and Maintenance in EPCOR Water Services Inc.

**LETTER #16**

**TRAINING AND CAREER PROGRESSION FOR IBEW MEMBERS AT GENESEE**

The parties agree to the following:

- The Company will explain to Genesee employees the present and future status of the High Performance Work System.
- Over the term of the Agreement a review will be held to address many (but not necessarily all) of the elements in the High Performance Work System. The review may include topics such as cross-jurisdictional work and compressed hours of work. These discussions may be expanded to include Edmonton Plants.

**LETTER #17**

**STANDBY PROVISIONS - EPCORTECHNOLOGIES INC.**

The parties agree that the following provisions shall apply to standby in EPCOR Technologies Inc.

1. Standby will provide twenty-four (24) hours, seven (7) days a week coverage.
2. A minimum of four (4) SignalsTechnicians will participate in the standby system for the LRT Signals area.
3. Standby will be scheduled in one week intervals with the employees rotating through the schedule.
4. Employees held on standby will be responsible for establishing the rotation.
5. Trades will be allowed with the mutual agreement of the affected employees and management.

6. Employees held on standby shall be paid for standby service on the following basis:
  - Six (6) hours pay at the employee's regular rate of pay, for each seven-day standby period;
  - Statutory Holidays - In addition to the standby pay specified above, an employee held on standby on a statutory holiday will receive standby pay, at his regular rate of pay, at the rate of one (1) hour in every six for those hours held on standby on that recognized statutory holiday.
7. Where the requirements of service necessitate standby in the Streetlighting, Traffic, TrolleyKatenary and Meters areas, the Union, Management, and affected employees will be involved in discussions prior to a decision to implement.

**LETTER #18**

**HOURS OF WORK - NOTICE OF SHIFT CHANGES IN POWER PLANTS**

The parties agree to the following:

- A minimum of thirty (30) days' notice to establish a shift for a planned event.
- Soliciting volunteers will be the initial method of staffing such a shift. If no one volunteers, the work shall be assigned to the junior qualified person.
- The Company may postpone the implementation of the shifts for up to fourteen (14) days. Employees affected by the postponement will receive double time for the first two (2) shifts.

- This letter will be reviewed during the term of the Collective Agreement and adjusted by mutual agreement between management and the Union.

**LETTER #19**

**SAFETY CODES OFFICER COMPENSATION**

The parties agree that tradesmen who perform the duties of Safety Codes Officer shall be compensated at the Power Lineman IV rate of pay for the period of time that they perform these duties.

**LETTER #20**

**ROSSDALE (POWER) FOREMAN**

The parties agree that the person appointed to act as foreman in the absence of the permanent foreman may assign work to himself involving the tools of the trade, provided that it does not interfere with the acting foreman's ability to discharge his primary responsibility as foreman. The intent of this approach will be confirmed at a meeting involving IBEW, Employee Relations, Rossdale Plant Manager and any other stakeholders.

**LETTER #21**

**CLASS COMPRESSION/DELETION**

The parties agree to merge the Power Lineman I and Signals Tech. I classes and to eliminate the Signals Technician I - LRT and Power Lineman II classes with the following considerations for the present incumbents. All future opportunities in these classes will be posted as Signals Technician I.

1. Present incumbent Payroll #35179 will be held at his present rate of pay (\$25.55) until the Power Lineman I rate reaches and/or exceeds this rate. Upon ratification he will receive a one time only lump sum of \$5,000.00.
2. Present incumbent Payroll #51040 will continue to receive the Power Lineman II rate of pay. His position will be reclassified to better reflect his current responsibilities with a corresponding rate of pay not to be less than his current rate.
3. Present incumbent Payroll #18618 will be provided with a one time lump sum payment of \$5,000.00.
4. Present incumbent Payroll #71059 will continue to receive the Signals Technician I - LRT rate of pay on a Present Incumbent Only basis.
5. The employees identified in (1) (3) and (4) shall be classified as Signals Technician I.

**LETTER #22**

**CLASSIFICATION REVIEW**

The parties agree to discuss the Instrument Technician III class with the management of EPCOR Water Services Inc. and EPCOR Generation Inc., the intent being to potentially implement the classification.

**LETTER #23**

**EPCOR TECHNOLOGIES INC. - UNDERGROUND UTILITY SYSTEM LOCATION**

The parties have discussed the mutual gains for both parties in supporting the growth of EPCOR Technologies' new

business and ensuring that EPCOR Technologies is successful in their bids for contract work.

EPCOR Technologies was successful in their bid and received the contract for Utility Location Services. The nature of this contract is that EPCOR Technologies shall provide system location services that will include the underground location of natural gas, power, telephone, street lighting, traffic signals, water and wastewater sewage systems.

In order to accomplish this Underground Utility System Location work the parties have mutually agreed to the following terms, conditions and understandings regarding the staffing and operational requirements associated with this contract.

1. The rate of pay for newly hired temporary Utility System Locators shall be \$12.40 per hour. Temporary employees who successfully complete their three (3) month probation shall be moved to the "rehire" rate of \$12.71 per hour.
2. The rate of pay for rehired Temporary and Provisional Utility System Locators shall be \$12.71 per hour until the end of 2000.
3. Temporary and Provisional Utility System Locators will be subject to layoff at the end of the construction season. These employees will not be eligible to bump into any Utility Worker - Power positions in EPCOR Technologies or any other subsidiary Company within EPCOR.
4. It is understood that Temporary and Provisional Utility System Locators may have less than full-time hours depending on work loads.
5. Part-time, seasonal Utility System Locators may be hired to meet peak work loads. The hours of work for

these employees may be as few as five (5) hours and up to full-time hours per pay period.

6. Provisional and Temporary Utility System Locators who were employed during 1999 may be considered for rehire without posting (recalled).
7. When staff requirements cannot be filled by "call back", these temporary opportunities shall be posted.
8. The Underground Utility System Location Service shall be a seven (7) day per week operation and employees shall be scheduled to work any eight (8) or ten (10) hour shift per day between the hours of 7:00 a.m. and 9:00 p.m. to a maximum of eighty (80) hours bi-weekly. Work shall be scheduled for consecutive days to fulfill the service requirements of the contract.
9. The nature of this work is weather dependent, therefore Provisional and Temporary Utility System Locators shall be subject to the reporting pay provisions outlined in Article 6.09. of the current Collective Agreement between the parties.
10. It is understood between the parties that Underground Utility System Location employees shall be involved in a "voluntary standby" arrangement.
11. It is understood that unless otherwise described in the Letter of Understanding, all terms and conditions outlined in the Collective Agreement between the parties shall apply.
12. The parties mutually agree to meet and review this Letter of Understanding at the end of the *November* 2000 construction season and discuss any issues or concerns that may arise including rates of pay for 2001 if EPCOR Technologies continues to be successful in retaining this business.

LETTER #24

EPCOR GENERATION INC. -  
CONTRACT CO-ORDINATOR

Effective January 1, 1997, the parties agree to establish a premium payable to single or dual traded maintenance personnel when performing contract co-ordinator duties during the term of the 1996 - 1998 Collective Agreement between the parties. The premium only applies to trades persons though other classifications within the Company may also perform some or all the contract co-ordinator duties.

The premium rate of one dollar and seventy-nine cents (\$1.79) per hour shall be paid in addition to the employee's hourly base rate when performing contract co-ordinator duties. The premium is payable during overtime, but does not form part of the basic rate of pay for premium pay purposes. The Company will assign contract co-ordinator duties as required.

Contract co-ordinator duties are designed into the Leadership Skill Block of the proposed Genesee High Performance Work System. Consequently, the premium will discontinue for Genesee-based employees once the applicable skill block is implemented.

LETTER #25

EPCOR WATER SERVICES INC. - WATERTREATMENT  
PLANT OPERATORS - CERTIFIED SKILLS APPRENTICESHIP OPPORTUNITIES

If an individual brings a certified skill related to water treatment into an apprenticeship opportunity which is acceptable to the Company, they will be paid at their existing rate



until such time that the apprenticeship rate exceeds their existing rate of pay. The individual may be required to perform functions related to their original skill as required by the Company, but never to the extent that their apprenticeship training requirements would be jeopardized as a result.

This is not considered equivalent to a dual trade. Employees would be compensated at the appropriate Journeyman rate.

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

**THE FOLLOWING ADDENDA TO THE 1999-2001  
COLLECTIVE AGREEMENT ARE INDIVIDUAL  
ADDENDA BUT ARE GROUPED TOGETHER FOR  
SIGNING PURPOSES ONLY.**

**Addendum #1 - EPCOR Water Services Inc. -  
Water Treatment Plants**

**Addendum #2 - EPCOR Distribution & Transmis-  
sion Inc. - Electrical System Con-  
trol Operator I Employees**

**Addendum #3 - EPCOR Distribution 81 Transmis-  
sion Inc. - Trouble Crew**

**Addendum #4 - EPCOR Generation Inc. - Coal  
Plant Employees**

**ADDENDUM TO THE 1999-2001**

**COLLECTIVE AGREEMENT**

between

**EPCOR UTILITIES INC.**

EPCOR Energy Services Inc.

EPCOR Generation Inc.

EPCOR Water Services Inc.

EPCOR Distribution and Transmission Inc.

Of The First Part

- and -

**LOCAL NO. 1007, THE INTERNATIONAL BROTHER-  
HOOD OF ELECTRICAL WORKERS**

Of The Second Part

**ADDENDUM #1**

**EPCOR WATER SERVICES INC. - WATER TREAT-  
MENT PLANTS**

The following provisions shall apply to those employees in the Water Treatment Plants in EPCOR Water Services 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 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**

**6.0503.**

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 8.01.05. 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 one dollar and thirty-five cents (\$1.35) 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 one dollar 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*

8.01.06.

\* 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 twelve (12) 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.

**25. 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.

## ADDENDUM #2

### **EDMONTON POWER INC. - ELECTRICAL SYSTEM CONTROL OPERATOR I EMPLOYEES**

The following provisions shall apply to Electrical System Control Operators in EPCOR Distribution and Transmission 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 8.01.05. 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 one dollar and thirty-five cents (\$1.35) 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 one dollar and thirty-five cents (\$1.35) 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**

8.01.04.

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.

8.01.06.

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 twelve (12) 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.

**25. 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.

**ADDENDUM #3**

**EPCOR DISTRIBUTION AND TRANSMISSION INC. - TROUBLE CREWS**

The following provisions shall apply to trouble crew employees in EPCOR Distribution and Transmission 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 .0l.

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 301.05. 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 one dollar and thirty-five cents (\$1.35) 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 one dollar and thirty-five cents (\$1.35) 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.

a. FRINGE BENEFITS

8.01. *Statutory Holidays*

8.01.06.

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 twelve (12) 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.

**25. 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.

**ADDENDUM #4**

**EPCOR GENERATION INC. - COAL PLANT EMPLOYEES**

The following provisions shall apply to Coal Plant employees in EPCOR Generation 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.
- 6.01.06.  
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 8.01.05. 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 one dollar and thirty-five cents (\$1.35) 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 one dollar and thirty-five cents (\$1.35) 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 a three (3) week 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 fol-

lowing (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

8.02. *Annual Vacations*

8.02.02.

\* This Clause Not Applicable

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 du-

ties 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.

**25. 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.

SIGNED this                      day of                      , A.D. 1999

INTERNATIONAL  
BROTHERHOOD OF  
ELECTRICAL  
WORKERS UNION  
LOCAL 1007

EPCOR UTILITIES INC.

H.L. Edge  
Business Manager

D. Lowry  
President/CEO

J. Larson  
Assistant Business Mgr.

B. Vaasjo  
Executive Vice President

WITNESSED BY: PShewchuk  
Director of Employee Relations & Safety

## NOTES