

2013 - 2015 Collective Agreement

between

EPCOR Utilities Inc.

(hereinafter called the "Company")



-and-

**Local No. 1007,
International Brotherhood of Electrical Workers**

(hereinafter called the "Union")



Duration: December 16, 2012 – December 15, 2015

Collective Agreement

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EPCOR Utilities Inc.

Of the First Part

(hereinafter called the "Company")

- and -

Local No. 1007, International Brotherhood of Electrical Workers

Of the Second Part

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Duration: December 16, 2012 – December 15, 2015

Table of Contents

1. *	Amendment and Termination.....	6
2.	Scope.....	7
3. *	Definitions.....	7
3.01	Banked Overtime Year.....	7
3.02	Calendar Year.....	7
3.03*	Class Series.....	7
3.04**	Class Code Level.....	7
3.05**	Class Code Descriptor.....	7
3.06	Continuous Employment.....	7
3.07	Employee.....	7
3.08	Hours of Work Schedule.....	8
3.09	Interpretations.....	8
3.10	Job.....	8
3.11	Off Day.....	8
3.12	Permanent Job.....	9
3.13	Promotion.....	9
3.14	Regular Hours of Work.....	9
3.15	Regular Rate of Pay.....	9
3.16	Shift.....	9
3.17	Trial Term.....	9
3.18	Vacation Year.....	9
4. *	Management Rights.....	9
4.02	Coaching and Counselling.....	9
4.03*	Discipline.....	10
5. *	Union Security.....	11
6. *	Working Conditions.....	12
6.01	No Strike or Lockout.....	12
6.02	Hours of Work.....	12
6.03	Overtime Work.....	14
6.04	Banked Time.....	16
6.05	Pay for Work on Off Days.....	16
6.06	Pay for Work on Statutory Holidays.....	16
6.07	Relieving in a Senior Position.....	17

6.08	Temporary Assignment	17
6.09	Shift Differential	17
6.10*	Standby.....	17
6.11	Standby for Temporary Out of Town Work	19
6.12	Height Pay	19
6.13	Reporting Pay	19
6.14	Stacking of Premiums	19
6.15	Brush Maintenance.....	20
6.16	Tool Allowance	20
7.*	Pay Provisions.....	20
7.01	Wages	20
7.02*	Retroactive Pay	20
7.03	Dually Qualified Tradesmen	21
7.04	Red Circling	21
8.*	Fringe Benefits	21
8.01*	Statutory Holidays.....	21
8.02*	Annual Vacations.....	23
8.03*	Leave of Absence.....	27
8.04	Protective Clothing	32
8.05	Notice Board Space	33
8.06	Meter Reader Clothing	33
8.07	Parking.....	33
9.	Employment.....	33
10.*	Promotions	34
11.	Layoffs and Rehires	35
11.02	Consultation with the Union.....	35
11.03*	Workforce Reductions.....	35
11.04*	<i>Displacement</i>	35
11.05	Layoffs	36
11.06*	Rehire	36
11.07*	Apprentices.....	37
11.08	Technological Change.....	37
11.09	Job Security	37
12.	Posting and Filling Vacancies	37
12.02	Postings.....	38
12.03	Applications	38
12.04	Notification to Applicants	38
12.05	Appeals.....	38
12.06	Reversion.....	39
12.07	Provisional Employees	39
13.*	Jurisdictional Seniority	39
13.09	Edmonton-based Water Plant Operators.....	40
14.*	Dispute Resolution Process.....	40
14.04**	<i>Problem-Solving</i>	41
14.05*	Stage One – The Consultation Phase	41
14.06	Stage Two – The Formal Grievance Phase.....	42
14.07	Stage Three – The Arbitration Phase	42
15.	Reporting for Duty	44
15.01	Reporting for Duty	44
15.02	Out of Town Work	44
15.03	Travel Expenses.....	44
15.04	Travel Time.....	45
15.05	Reporting to Genesee	45
16.	Apprenticeship.....	45
16.02	Training.....	45

16.03	Ratio of Apprentices to Journeymen	46
16.04	Selection of Apprentices.....	46
16.05	Water Treatment Plant Operators – Certified Skills Apprenticeship Opportunities.....	46
16.06	Supervision.....	46
17.	Safety.....	47
18.	Supervision	48
19.*	Journeymen and Apprentices	48
19.01*	Trades Work.....	48
19.02	Recognition of Journeyman Status	49
20.*	New <i>Classification</i>	49
21.	Training.....	50
22.	Edmonton Civic Employees Charitable Assistance Fund.....	50
23.	Supplementation of Compensation Award	50
	Wage Appendices	52
	Letter #1 – Jurisdictional Disputes	60
	Letter #2 – Foremen Working with Tools.....	60
	Letter #3* – Compressed (Flexible) Hours of Work.....	60
	Letter #4 – Out of Town Work.....	62
	Letter #5 – Leave for Personal and Family Related Responsibilities	62
	Letter #6* – Short Term Incentive	63
	Letter #7* – Working as a Retiree.....	64
	Letter #8* – Wind-up of former Income Replacement Plan – Applies only to former City Edmonton employees.....	68
	Letter #9 – Out of Town Travel for Gold Bar Employees.....	68
	Letter #10 – Alberta Environment Compliance (A.E.C.) Certification	68
	Addendum #1 – Water Treatment Plants	70
	Addendum #2 – Electrical System Control Operator Employees	72
	Addendum #3 – Trouble Crews	75
	Addendum #4 – EPCOR Water Services Inc. – Strathmore and Chestermere Water and Waste Water Utility Operations.....	77
	Schedule of Wages – Strathmore and Chestermere Operations.....	80
	Appendix A – The Capital Region Map	83

NOTES:

1. *Substantive changes in this collective agreement are identified as follows:*
 - a) *An asterisk (*) designates a clause that existed in the previous Agreement which has been reworded. Any new words which have been added appear in "Italics".*
 - b) *A double asterisk (**) designates a new clause and / or a new article.*
 - c) *Numbering changes and minor housekeeping changes that do not impact the meaning are not noted.*
2. The numbering system in this collective agreement shall be standardized as follows below. This does not change the meaning or intent of any clause.
 1. Heading
 - 1.01 Sub-heading
 - a) Text
 - i) Bullets
 - ii) Bullets
 - (1) Sub-bullets

Collective Agreement

between

EPCOR Utilities Inc.

Of the First Part

(hereinafter called the "Company")

- and -

Local No. 1007, International Brotherhood of Electrical Workers

Of the Second Part

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Preamble*

In the spirit of partnership the parties shall endeavour to create and maintain a positive and harmonious workplace. *The Company and the Union will uphold a partnership that incorporates the Company's values and the IBEW Code of Excellence.* The parties are committed to frequent and open communication, joint problem solving and resolving disputes promptly and effectively.

The following Collective Agreement has been mutually developed to reflect the spirit and intent arising from collective bargaining. Wherever possible the jointly prepared minutes arising from collective bargaining shall be used to assist in interpreting specific collective agreement language.

1. * Amendment and Termination

This Agreement shall be effective from *December 16, 2012 to December 15, 2015.*

This Agreement shall take effect on the above specified date unless otherwise specified in this agreement. It shall continue in force and effect beyond the expiration date from year to year thereafter unless notification of desire to amend the Agreement is given in writing by either party to the other not more than one hundred and twenty (120) days nor less than sixty (60) days prior to the expiration date.

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 agreed upon by the parties may be made at any time, provided that such changes are properly reduced to writing and executed by the signing officers of the parties to the Agreement.

2. Scope

This Agreement shall apply to all employees of the Company, 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

"Banked overtime year" means 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

3.02 Calendar Year

"Calendar year" means a period of twelve (12) consecutive months commencing January 1 and ending December 31.

3.03* Class Series

"Class Series" means a group of jobs class codes having sufficiently similar roles and qualifications (eg. Trades series), duties, responsibilities, authority and required qualifications that a common descriptive title may be used.

3.04** Class Code Level

"Class Code Level" describes the group of classes that exist within a single class series (eg. Trades) at a level within a Class Code Descriptor (eg. TR3)

3.05** Class Code Descriptor

"Class Code Descriptor" means the written overview of the class code levels within each class series outlining the kind and level of work required and compensable factors, as agreed between the parties.

3.06 Continuous Employment

"Continuous employment" means continuous permanent or probationary employment with the Company.

3.07 Employee

- a) "Permanent employee" means any employee who has successfully completed the probationary period of a permanent job and has continued in the employ of the Company.
- b) "Part-time employee" means 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.

3.07 (cont.) c) "Probationary employee" means 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.

d) "Temporary employee" means an employee who is filling a seasonal job or a position:

i) on a temporary basis for a term of up to twelve (12) months, or

ii) to replace a specific employee who is ill, injured or on an approved maternity or parental leave for a term of up to eighteen (18) months.

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.

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

e) "Provisional employee" means a person currently 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 is as a result of being laid-off or other reasons approved by the Company. A break in employment of twelve (12) consecutive months, voluntary resignation or termination, shall cancel provisional status.

3.08 Hours of Work Schedule

"Hours of work schedule" means a timetable of the daily hours of work, exclusive of overtime, assigned to a job.

3.09 Interpretations

Unless otherwise indicated, all words in the singular include the plural and all words in the plural include the singular; words of masculine gender include the feminine.

3.10 Job

"Job" means a specific set of duties and/or conditions developed for the purpose of assignment to a single incumbent.

3.11 Off Day

"Off day" means those days of rest without pay which are regularly scheduled on a weekly or cyclical basis in conjunction with the employee's regularly scheduled hours of work.

3.12 Permanent Job

"Permanent job" means a permanent job as provided for in the permanent establishment of the Company.

3.13 Promotion

"Promotion" means 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 Regular Hours of Work

"Regular hours of work" means the assigned daily hours of work, exclusive of overtime.

3.15 Regular Rate of Pay

"Regular rate of pay" means the rate of pay assigned to an incumbent of a job within the pay range specified for the class of such job in the Wage Appendices of this Agreement.

3.16 Shift

"Shift" means any hours of work other than normal hours of work.

3.17 Trial Term

"Trial term" means the trial period of employment of an employee in a permanent job.

3.18 Vacation Year

"Vacation year" means a period of twelve (12) consecutive months commencing January 01 of each year.

4.* Management Rights

4.01 Subject to the express terms of this Agreement, the Union recognizes that the Company has the full authority to exercise the functions of management and to direct the working forces of the Company.

4.02 Coaching and Counselling

- a) Coaching and counselling is the process of clarifying expectations so that an employee is aware of performance requirements. Coaching and counselling is not disciplinary. Coaching and counselling is not a prerequisite to discipline.
- b) Coaching and counselling may be delivered verbally or in a written format.
- c) Where coaching and counselling involves issuing a formal letter to the employee:
 - i) the letter shall indicate that it is not disciplinary,

- 4.02 c)
(cont.)
- ii) a copy of the letter shall be forwarded to the Union, and
 - iii) a copy of the letter shall be placed on the employee's file.
- d) The Company reserves the right to set reasonable work expectations for an employee, therefore the provision of coaching and counselling is not subject to grievance or arbitration.
- 4.03* Discipline
- a) The Company may discipline an employee for just cause and the employee shall be notified with reasons in writing. Copies of all disciplinary reports (other than documentation related to *coaching and counselling*) and notices of discharge shall be forwarded to the Union prior to the 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.
 - b) Where an employee is required to meet with a representative of the Company for the purpose of applying discipline to the employee, the employee will be entitled to have a Union representative present during the meeting. The Company shall inform the employee prior to the meeting taking place; however, should the Union representative be unavailable, the Company shall not be prevented from taking disciplinary action.
 - c) *An employee has a right to examine their Personnel File upon request, provided that*
** *a management representative is present. The employee may reply in writing to any document contained in the file which reflects upon their work performance with the Company and the reply will become part of their permanent record.*
 - d) *Past disciplinary notices will be deemed void after an employee has maintained a*
** *clear record with no infraction for twenty-four (24) months. After the twenty-four (24) month period, the disciplinary notices will be removed from the employee's Personnel File. The Union and the Company may mutually agree to increase or decrease the period that past disciplinary notices are deemed void and removed from the employee's Personnel File.*
 - e) *Suspensions of five (5) days or more, that are not progressive in nature, are not*
** *subject to removal in accordance with clause (d) and will remain on the employee's file when they are imposed for one of the following reasons:*
 - *Workplace Violence;*
 - *Criminal Activity;*
 - *Personal/Psychological, Discriminatory or Sexual Harassment;*
 - *Safety Violation; and*
 - *Inappropriate use of EPCOR Assets and Resources (including EPCOR's name or brand, computers and electronic resources and Intranet, Internet and email.*
 - f) Where the Company has issued an employee a discipline report which is based upon or related to a previous documented *coaching and counselling*, such *documentation* 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 determined by the Union. These deductions shall commence with the first pay period and shall be forwarded to the Union within three (3) business days following each pay day, 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 *IBEW Union Hall* 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 it 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.
- 5.07** *The Company will provide the Union with the following information regarding employees in positions that fall within the Union's jurisdiction.*

A list of employee names, telephone numbers, and addresses in June and December each year; and

A list of employees and current year retirement dates in December of each year.

This information is provided with the mutual understanding that the Union will use such personal information for the express purpose of carrying out the Union's responsibilities as the exclusive agent of employees covered by this Agreement, as these responsibilities relate to their members employment relationship with the Company.

The Union will take all reasonable steps to store and manage this information to prevent its use in a way that is not authorized by this collective agreement and/or applicable privacy legislation.

6.* Working Conditions

6.01 No Strike or Lockout

- a) The Union and the company agree that there shall be no strike or lockout while this agreement is in force.

6.02 Hours of Work

a) Normal Hours of Work

- i) The normal hours of work shall consist of eight (8) hours to be worked in a nine (9) or eight and one-half (8½) hour period between 07:00 and 18:00 hours, with one (1) hour or one-half (½) hour break 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 (½) hour break will be observed and the total work day period will be reduced to eight and one-half (8½) hours.
- ii) 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.
- iii) The normal hours of work of the Edmonton based 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 (½) 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.

b) 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:

- i) Except as provided in 6.02 b) i) (1), 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 fifteen (15) calendar days prior to the proposed implementation date. 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.
 - (1) Where shift work is contemplated in EPCOR Technologies as a result of unplanned requirements or special projects as mutually agreed, the Company shall inform the Union and affected employees of its intent to establish such shifts.
 - (2) Such notice shall be provided twelve (12) calendar days prior to the proposed implementation date and the new shift schedule will continue until the work is completed or as mutually agreed between the Union and the Company. If these conditions are not fulfilled, the employee whose hours of work have been changed shall receive their regular rate of pay plus a shift change premium equal to 1X their regular rate of pay for

those shifts worked prior to the expiration of the required notice.

- 6.02 b)
(cont.)
- ii) When assigning employees to work a newly established shift the following shall apply:
 - (1) The Company will determine the number of employees required to work the shifts.
 - (2) The Company will solicit volunteers who are interested in working the shifts.
 - (3) 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.
 - iii) 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.
 - iv) 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.
 - v) 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.
 - vi) 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.
 - vii) Where compressed (flexible) hours of work schedules utilizing employees coming within the scope of this Collective Agreement are established, they shall do so in accordance with applicable Letters of Understanding attached to this agreement.

c) General Provisions

- 6.02 c)
(cont.)
- i) Where a change in an employee's daily hours of work or off days is required to meet the conditions of service, the following conditions shall apply:
 - (1) Seven (7) calendar 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 their regular rate of pay plus a shift change premium equal to 1X their regular rate of pay for those shifts worked prior to the expiration of the required notice.
 - (2) 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 their regular rate of pay plus a shift change premium equal to 1X their regular rate of pay.
 - ii) 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 shift schedule shall stipulate the hours to be worked each day, the days to be worked each week, and 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.
 - iii) All existing shifts shall remain in effect unless terminated by the Company.
 - iv) Postings shall contain the hours of work of the job being posted.

6.03 Overtime Work

- a) 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.
- b) 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.
- c) 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 ($\frac{1}{2}$) hour each way, and shall be included in the minimum call-out time specified in 6.03 b), except that should the work continue for more than one (1) hour, it shall be in addition to the actual time worked.
- d) 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.
- e) All scheduled overtime shall be distributed as evenly as possible among employees

in their respective jobs.

6.03
(cont.)

f) Overtime Lunch Breaks

- i) An employee required 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.
- ii) 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.
- iii) 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 overtime work.
- iv) An employee who, because of the nature of his job or an emergent situation, does not receive the lunch breaks specified in 6.03 f) i) and 6.03 f) iii) during the period of overtime work or during his regular hours of work, as specified in 6.03 f) ii), shall be paid one-half (½) 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.

- g) An employee required to work past his regular quitting time shall be guaranteed a minimum of one-half (½) hour's pay at two (2) times his regular rate of pay.

h) Employee Fatigue

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 their regular hours of work, that employee shall continue to be paid at two (2) times their regular rate of pay for the hours worked until such time as the employee is relieved from duty. Such an employee, who is relieved from duty shall be paid at their regular rate of pay for the balance of their regular hours of work for the day.

- i) 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.
- ii) If an employee is required to continue working after twelve (12) consecutive

6.03 h) hours, they will be paid at two (2) times their regular rate of pay. If there is not
(cont.) a requirement to continue working after twelve (12) hours, the employee will be
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 regularly scheduled hours of
work for the day.

- i) 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.

6.04 Banked Time

- a) An employee at his option, may credit a portion, or all, of the following hours as
banked time:
 - i) overtime pay,
 - ii) pay for work on a statutory holiday,
 - iii) the dollar amount for a day off in lieu of a statutory holiday, or
 - iv) standby pay.
- b) The initial forty (40) hours of banked time, or forty-eight (48) hours in the case of shift
workers, 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 time 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 time as time off.
- c) The time equivalent shall be calculated by dividing the dollar amount credited to an
individual employee's time bank by the employee's regular rate of pay at the time the
banked time is to be taken.
- d) Except as provided for in 6.04 e), any portion of the dollar amount credited to an
individual employee's banked time shall be paid out at the option of the employee,
provided that payment is made at a time agreeable to the Company.
- e) 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 time year.

6.05 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 6.03 b) and 6.03 h) shall be
applicable in this section.

6.06 Pay for Work on Statutory Holidays

- a) 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.

6.06 (cont.) b) Provisions specified in 6.03 b) and 6.03 h) shall be applicable in this section.

6.07 Relieving in a Senior Position

- a) On each occasion an employee is appointed to relieve for one (1) hour 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 the job which allows for a minimum of the next higher rate above the regular rate of pay of his vacated job.
- b) The provisions of 6.07 a) shall not apply to incumbents of established relief jobs while relieving those jobs established for relief on a regular basis.

6.08 Temporary Assignment

- a) When an employee is appointed to relieve in a higher paid classification for a period reasonably foreseen to be greater than ninety (90) continuous calendar days, the employee will be temporarily assigned into the higher paid position in order to receive benefits at the higher rate of pay.
- b) When a period of relief, originally foreseen to be less than ninety (90) calendar days, as per Article 12.02 b) actually exceeds ninety (90) continuous calendar days, the affected employee will be temporarily assigned going forward into the higher paid position in order to receive benefits at the higher rate of pay. Relief periods that extend beyond ninety (90) calendar days must be mutually agreed between the Union and the Company as per Article 12.02 b).
- c) When a permanent employee is temporarily assigned to work in a higher paid classification, time worked in the higher paid classification shall count towards the employee's step progression in their permanent position, as per Article 7.01 e).

6.09 Shift Differential

- a) 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 two dollars and twenty-five cents (\$2.25) 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.
- b) 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 two dollars and twenty-five cents (\$2.25) for each hour of that shift, provided that the Sunday does not constitute one of his off days, a recognized statutory holiday or an overtime shift.

6.10* Standby

- a) The parties agree that Article 6.10 Standby shall apply only in the following areas:
 - i) EPCOR Technologies - Where the requirements of service necessitate standby

in the Streetlighting, Traffic and Catenary areas, the Union, Management, and affected employees will be involved in discussions prior to a decision to implement.

- 6.10 a)
(cont.)
- ii) Gold Bar Waste Water Treatment Operations.
 - b) An employee placed on Standby is required to remain fit for work and be available to respond within 30 minutes of receiving a call to do so.
 - c) Standby will be scheduled in accordance with the following:
 - i) Standby will provide twenty-four (24) hours, seven (7) days a week coverage.
 - ii) A minimum of four (4) Signals Technicians will participate in the standby system for the LRT Signals area.
 - iii) Standby will be scheduled in one week intervals with the employees rotating through the schedule.
 - iv) The company will establish a standby rotation. Substitutions will be allowed with the mutual agreement of the affected employees and management.
 - d) Employees on standby shall be paid for standby service on the following basis:
 - i) 0.50 hours of pay at the employee's regular rate of pay for every eight (8) hours of standby time on a workday.
 - ii) 0.67 hours of pay at the employee's regular rate of pay for every eight (8) hours of standby time on an offday.
 - iii) 1.67 hours of pay at the employee's regular rate of pay for every eight (8) hours of standby time on a statutory holiday.
 - iv) Standby pay will be paid from Friday to Thursday.
 - e) *Employees Relieving in a Standby Position shall be paid for standby service on the following basis:*
 - i) *1 hour of pay at the employee's regular rate of pay for every eight (8) hours of standby time on a workday.*
 - ii) *1.5 hours of pay at the employee's regular rate of pay for every eight (8) hours of standby time on an offday.*
 - iii) *3.0 hours of pay at the employee's regular rate of pay for every eight (8) hours of standby time on a statutory holiday.*
 - iv) *Standby pay will be paid from Friday to Thursday.*
 - f) *On each occasion the employee who was originally scheduled to be on standby is not able to return to work due to fatigue, the employee will receive standby pay for the balance of that 24 hour period.*

- 6.10 (cont.) g) *When an employee is assigned standby duty is not able to return to work for other reasons he will not receive standby pay for that 24 hour period.*
**

6.11 Standby for Temporary Out of Town Work

- a) Standby may be required for employees who temporarily work out of town. In this circumstance standby shall provide twenty-four (24) hour coverage on a daily basis as required.

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

- i) 0.50 hours of pay at the employee's regular rate of pay for every eight (8) hours of standby time on a workday.
- ii) 0.67 hours of pay at the employee's regular rate of pay for every eight (8) hours of standby time on an offday.
- iii) 1.67 hours of pay at the employee's regular rate of pay for every eight (8) hours of standby time on a Statutory Holiday.

6.12 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 the structure is affixed shall be paid one (1) hour's pay at his regular rate of pay for each hour worked in addition to either his regular rate of pay, or his overtime rate in the event he is working in accordance with 6.03, 6.05, or 6.06.

6.13 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:

- a) Temporary employees who have been in the continuous employ of the Company for thirty (30) days shall be paid reporting pay at their regular rate of pay.
- b) The provisions of 6.13 shall not apply for any part of a layoff period anticipated to be in excess of five (5) working days.
- c) 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.

6.14 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 6.09, 6.12 and 6.15. (this will need to be renumbered)

6.15 Brush Maintenance

An employee required to perform brush maintenance on high lift pump motors in the Water Treatment Plants while the machine is in operation, shall be paid one-half (½) hour's pay at his regular rate of pay, for each hour worked, in addition to either his regular rate of pay, or his overtime rate in the event he is working in accordance with 6.03, 6.05 or 6.06.

6.16 Tool Allowance

- a) 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.
- b) 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

- a) The regular rates of pay established in the Wage Appendices which form a part of this Agreement, shall apply for the duration of this Agreement. Employees shall be paid every two (2) weeks.
- b)* Should the Company inadvertently overpay *or underpay* an employee, the Company shall make the necessary monetary adjustments and take such internal administrative action as is necessary to correct errors *at the* earliest reasonable occasion.
- c) The Company may hire permanent employees at the wage step which is commensurate with their experience. The probationary period is still required to be served as per Article 9.01. Prior to the Company applying this note, there will be mutual agreement between the Company and the Union.
- d) Unless otherwise stated, progression within steps shall be from the date of hire or promotion as follows: Step A – 6 (six) months; Step B – 12 (twelve) months; Step C - 12 (twelve) months.
- e) Progression shall be based on time worked from the date of hire, including periods of time that the employee is temporarily assigned to work in a higher paid classification in accordance with Article 6.08.

7.02* Retroactive Pay

- a)* Employees in the service as of the signing of this Agreement shall be eligible for a retroactive payment of wages only to *December 16, 2012* based on their employment in a class or classes coming within the scope of this Agreement, in accordance with the following:
 - i) the percentage increase to the regular rate of pay for paid straight-time hours,

- 7.02 a) (cont.)
- ii) 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,
 - iii) 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,
 - iv) 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.
- b)* Past employees who were in the service between the expiration date of the previous Agreement and the date of *ratification* 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 ratification of this Agreement. *Upon ratification, the Company will provide to the Union a list of former employees who left the company after the expiration date of the previous Agreement.*

7.03 Dually Qualified Tradesmen

- a) 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 (5%) higher than the higher regular rate of pay listed in the applicable Wage Appendix of this Agreement, which is paid to tradesmen qualified in the trades required. Such five percent (5%) shall be deemed to be included in the hourly rate for all purposes.
- b) The Company shall determine which jobs and the number of jobs where dually qualified tradesmen are required.
- c) The Company shall reimburse current tradesmen the tuition cost of any additional schooling required in order to obtain a second trades certificate required for their position. The Company shall provide paid time if the additional schooling is required during working hours.

7.04 Red Circling

If an employee's regular rate of pay exceeds the maximum salary of their current job classification, this employee shall not be eligible for any negotiated increases until such time as the maximum salary for their current classification meets or exceeds their regular rate of pay.

8.* Fringe Benefits

8.01* Statutory Holidays

- a) The following days shall be recognized as statutory holidays for the purpose of this Agreement:
 - i) New Year's Day
 - ii) Alberta Family Day

- 8.01 a)
(cont.)
- iii) Good Friday
 - iv) Easter Monday
 - v) Victoria Day
 - vi) Canada Day (July 01)
 - vii) Civic Holiday
 - viii) Labour Day
 - ix) Thanksgiving Day
 - x) Remembrance Day
 - xi) Christmas Day
 - xii) Boxing Day (December 26), and
 - xiii) any other holiday which the Company allows employees as a whole.

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.

- b)* 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 statutory holidays *specific in 8.01(a)*, provided they meet the terms and conditions set out in this section.
- c) Part-time employees shall be entitled to statutory holidays commensurate with their status as temporary, provisional, probationary or permanent. Statutory holiday pay shall be paid on a bi-weekly basis as a premium calculated at four point six percent (4.6%) of normal bi-weekly earnings.
- d)* 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, except when such leave is a result of a compensable accident. 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 that 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.
- e) 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 6.06 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 6.05 unless he has received seven (7) calendar days notice of such change.
- f) 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

- a) 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.

- b) Relief personnel designated as such in accordance with 6.02 b) v) shall be considered junior in seniority for vacation sign-up purposes.
- c) There shall be no cash pay out of vacation credits except as mutually agreed between the Company and the employee.
- d) Annual Vacation Leave shall be advanced to permanent and probationary employees in full on the first (01) 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 e).
- e)* *For full-time permanent and probationary employees that were active status (including those on disability) on the date of ratification of this collective agreement will be given a one-time only choice to stay on their current entitlement, or move to the new EPCOR vacation model.*

This choice must be exercised by November 8, 2013.

For those employees that chose to stay on their current vacation scheme, Plan 1, the following will apply:

Plan 1

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

On or after the:	Maximum annual entitlement
First vacation anniversary (January 1)	120 hours

8.02 e)
(cont.)

7th vacation anniversary	160 hours
16th vacation anniversary	200 hours
22nd vacation anniversary	240 hours

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 in which the employee was hired as per the following formula:

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

Notwithstanding the above, for full-time permanent and probationary employees that were active status (including those on disability) on the date of ratification of this collective agreement and chose to move to the new EPCOR vacation model, effective January 1, 2014, and all employees hired after the date of ratification, April 29, 2013, the following will apply:

Plan 2

On or after the:	Annual Entitlement	Personal Leave Hours (permanent full-time or probationary)
First vacation anniversary (January 01)	120 hours	40 hours
Seventh (7 th) vacation anniversary	160 hours	40 hours
Twentieth (20 th) vacation anniversary	200 hours	40 hours

Employees opting for this vacation scheme will be eligible for 40 hours of Personal Leave Hours annually, at the beginning of each calendar year.

Personal Leave Hours will be pro-rated dependent on an employee's start date. Employees that are eligible for Personal Leave Hours will not be eligible for the Provisions of Letter #6, Leave for Personal and Family Related Responsibilities.

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

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

Personal Leave Hours can be taken consecutively.

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

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

- 8.02 (cont.) f) The Annual Vacation Leave for part-time, 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 :

On or after the:	Entitlement (percent of straight time bi-weekly pay for that pay period)
Date of Hire	6%
7 th vacation anniversary	8%
16 th vacation anniversary	10%
22 nd vacation anniversary	12%

- g) 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 the increased entitlement on January 01 of that year.
- h) 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.
- i) A full-time employee who terminates during a calendar year, shall be entitled to a pro-rata ratio of their Annual Vacation Leave based upon the number of calendar days worked up to the date of termination compared to the number of calendar days in the year.

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

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

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

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

- j) 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.
- k)* When a full-time temporary or provisional employee is appointed to a permanent position, 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 *during the preceding thirty six (36) months* as a full-time, provisional or temporary employee and dividing by twenty-six (26). The result 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

8.02 k)
(cont.)

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. *Credit for vacation leave is not granted for period of time prior to which the employee quit prior to the end of a Temporary Assignment or was terminated for cause.* In addition, the employee's Vacation Anniversary Date shall be adjusted consistent with 8.02 e).

Any employee with temporary service prior to becoming permanent will have six months following the date of ratification to identify to the Company that they believe their vacation service date is incorrect. The employee will provide information to the company supporting the suggestion that the date is incorrect. The Company will review all employee requests to determine if vacation service dates are correct and make necessary amendments to ensure vacation reflects the language in 8.02 k).

The company will adjust vacation entitlement to a maximum of one week for employees with incorrect vacation service dates.

Once vacation adjustments are made in accordance with this process, all vacation service dates will be considered to be accurate.

- l) 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.
- m) If a recognized statutory holiday *occurs within*, an *eligible* employee's vacation *that day will be coded as a Stat Holiday*.
*
- n) A full-time 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.
- o) 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.
- p) Permanent or probationary employees absent because of occupational disability in excess of one hundred and eighty (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.
- q) 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.
- r) 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 (cont.)
- s) A permanent or probationary employee on vacation shall be eligible for bereavement leave in accordance with this Agreement.
 - t) 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 the employee at least one (1) month's notice, where practicable, and the employee shall have the right to choose an alternative period.
 - u) In the event that a full-time employee's normal daily hours vary, vacation leave shall be paid in accordance with this Agreement.
 - v) Employees who worked twelve (12) hour shifts in the previous calendar year shall be eligible for an additional eight (8) hours of vacation credits for every fifteen (15) twelve (12) hour shifts worked, to a maximum of forty (40) hours of vacation credits. This extra vacation is to compensate for the time spent at work at shift exchange time and shall be available as follows:

Vacation Credits Earned In	Vacation Credits Paid In	Maximum Entitlement
2010	2011	40 hours
2011	2012	40 hours
2012	2013	40 hours

8.03* Leave of Absence

- a) An employee engaged in other employment for gain without written consent of the Company while on leave of absence shall be deemed to have terminated his service with the Company.
- b) Leave With Pay
 - i) 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.
 - ii) Leave of absence with pay for other matters of mutual concern may be made in accordance with Company regulations.
 - iii) 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.
 - iv) A representative to the negotiating committee for the Union, shall be granted

leave, at the regular rate of pay, for the purpose of attending joint collective bargaining, or mediation meetings. It is understood that no more than four (4) employees from the Union will be granted leave with pay for the purpose of attending meetings on behalf of the Union and that the Director of Human Resources – EPCOR will be advised in writing of the names of the employees at least thirty (30) calendar days prior to the earliest opening date of the Collective Agreement. The Company's obligation to provide leave with pay for this purpose shall be limited to fifteen (15) meetings. Additional meetings shall be provided as leave without pay.

8.03
(cont.)

c) 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:

- i) 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.
- ii) 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.
- iii) Other leaves of absence without pay may be granted, at the discretion of the Company, to an employee.
- iv) Employees, who choose to carry benefits while on approved leave of absence in excess of ten (10) consecutive working days, are required to pay both the Company and the employee portions of applicable benefits. Arrangements are to be made with the Company before the leave of absence commences.

d) Bereavement Leave

A permanent or probationary employee shall be granted time off with pay, at the regular rate of pay, for the purpose of making arrangements for, or attending, a funeral in accordance with the following:

- i)* *An employee will be granted five (5) regularly scheduled consecutive working days without loss of pay at the employee's regular rate of pay for the death of a spouse, parent or child or ward. Leave will extend past the day of the funeral if there is a demonstrated need. However, in no event will the leave exceed the five (5) working days.*
- ii) *For other members of the employee's immediate family - that is, grandparent, grandchild, guardian, parent of current spouse, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent of current spouse, or a related dependent of the employee, the employee, on request, will be excused*

for any three (3) regularly scheduled consecutive working days without loss of pay at their regular rate of pay. Such leave will extend past the day of the funeral if there is a demonstrated need. However, in no event will such leave exceed the three (3) working days.

8.03 d)
(cont.)

- iii) One-half (1/2) day's leave with pay to attend funeral services of persons related more distantly than those listed in 8.03 d) i) 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.
- iv) The word "funeral" when used in respect of bereavement leave shall include the initial memorial service which is held in conjunction with a cremation.
- v) The term "extenuating circumstances" may include traveling time, shift schedule conflicts, or such other reasons which may be applicable to the individual circumstance.
- vi) A permanent or probationary employee on leave of absence other than annual vacation leave shall not be eligible for bereavement leave.

e) 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.

f) Maternity and Parental Leave

- i) Maternity and/or parental leave, relating to the birth or adoption of a child, shall be granted by the Company in accordance with Company Policy and consistent with existing Provincial and Federal Legislation.
- ii) Maternity leave is the unpaid voluntary leave relating to the birth of a child. Parental leave is the unpaid voluntary leave relating to the birth or adoption of a child.

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

"Valid, health-related portion" means 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 the disability is substantiated by medical evidence satisfactory to the Company.

- iii) Except where otherwise specified in the Employment Standards Code, should no application be made by employees for maternity/parental leave, and they fail to report for work, the employees will be deemed to have resigned their position and the Company will be under no obligation to provide future employment.

8.03
(cont.)

- iv) Upon written application to their manager, maternity/parental leave will be granted to employees employed for at least twelve (12) consecutive months in accordance with the following:
 - (1) Maternity leave shall be for a maximum period of fifteen (15) weeks.
 - (2) Parental leave shall be for a maximum period of thirty-seven (37) weeks.
 - (3) Birth mothers shall be eligible to combine such leave for a period of fifty-two (52) weeks. A birth mother, who takes both maternity and parental leave, must take the leaves consecutively.
- v) Maternity leave shall be applied for in writing at the earliest possible date, but not less than six (6) weeks prior to the date maternity leave is to commence. Such leave may commence at any time up to twelve (12) weeks prior to the estimated date of delivery and no later than date of birth. If a female employee is unable to perform the duties of her position or an alternate position 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 provisions of the Employment Standards Code.
- vi) Application for parental leave must be made not less than six (6) weeks prior to commencement of leave. Parental leave can begin at any time after the birth or adoption of the child but it must be completed within fifty-two (52) weeks of the date of birth, or the date an adopted child is placed with the parent.
- vii) Except in the case of employees as stipulated below, maternity/parental leave shall be without salary or STD, but employees on leave will not lose seniority.
 - (1) Female employees who are members of the Company's Disability Plans and provide medical evidence satisfactory to the Company to substantiate their disability for the valid, health-related portion of their pregnancy may, subject to the terms of the Company's Supplemental Unemployment Benefits Plan (SUB Plan), qualify for SUB Plan benefits for the duration of the valid, health-related period. Receipt of such SUB Plan benefits shall commence no sooner than the date of delivery, subject to the provisions contained in the SUB Plan. Employees who are members of the Company's Disability Plans and who otherwise do not meet the conditions for eligibility for SUB Plan during the valid, health-related portion of their pregnancy will be governed by the terms of the Company's Disability Plans.
 - (2) A female employee who is a member of the Company's Disability Plans and who subsequently experiences a maternity complication related to the valid, health-related portion of her pregnancy after the conclusion of the maximum period during which SUB Plan benefits may be available, shall be entitled to receive the balance of disability benefits paid at the applicable level. Upon providing an appropriate medical certificate, a female employee may commence STD prior to her estimated date of delivery. This period of STD shall not be considered part of maternity/parental leave.

8.03
(cont.)

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

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

- ix) Employees on maternity/parental leave, who choose to carry benefits while on approved maternity/parental leave, maintain benefits coverage with full employer/employee cost-sharing during the term of the maternity/parental leave.

g) **Compassionate Care Leave**

**

- i) *Compassionate Care leave will be granted by the Company for employees requiring time away from work to provide care or support to a family member who is gravely ill and who has a significant risk of death within 26 weeks (6 months). This leave will apply for gravely ill immediate family members as identified in 8.03 (d)(i) (Bereavement Leave).*
- ii) *Upon written application to their manager, Compassionate Care leave will be granted in accordance with the following:*
- (1) *Compassionate Care leave is unpaid and will be for a maximum period of eight (8) weeks. A request to extend the leave beyond 8 weeks may be granted subject to operational requirements. The employee will provide written confirmation from Employment Insurance that their claim for benefits has been approved, as soon as possible.*
 - (2) *Compassionate Care Leave will be without pay, but employees on leave will not lose seniority. Employees who choose to maintain benefit coverage during the leave will do so with full employer/employee cost-sharing during the term of the compassionate care leave.*
 - (3) *When circumstances permit, the employee will provide at least two (2) weeks' notice for when the Compassionate Care is to commence.*
 - (4) *In the event of the death during the period of Compassionate Care leave, the leave expires and the employee is entitled to Bereavement as outlined in 8.03(d)(i).*
 - (5) *Employees returning from Compassionate Care will provide as much notice as possible and will be placed in the same position at their current rate of pay. If the same position is not available then a comparable position will be found or the provisions of Article 11, Layoffs and Rehires will apply.*

8.03 (cont.) h)* Health and Welfare Benefits

- i) 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. After three (3) incidents of absence in a benefit year, payment will be reduced to eighty percent (80%) of regular wages for each day of absence.

- ii) Eligible employees shall be members of applicable pension plans in accordance with the provisions of the plans.

8.04 Protective Clothing

- a) The Company shall provide gloves, overalls, coveralls and/or smocks to all employees as required. Replacement shall be made based on evidence of fair wear and tear.

- b)* Protective clothing, such as safety helmets, welder's suits and gloves, *arc flash / blast protection*, 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.

- c)* Safety Boot *and Natural Fibre Base Layer* Subsidy

An annual safety footwear subsidy will be provided by the Company up to a maximum of five hundred dollars (\$500) in a calendar year. This subsidy will include Meter Readers' footwear.

The following is included in this subsidy:

- i) Seventy-five percent (75%) of the cost of safety footwear/Meter Reader footwear *and natural fibre base layer clothing to be worn under appropriate Arc Resistant (AR) or EPCOR provided clothing.*
- ii) One hundred percent (100%) of the cost of liners and insoles to a maximum of fifty dollars (\$50.00) in a calendar year.
- iii) One hundred percent (100%) of the cost of resoling or repairs.

The total of such expenses shall not exceed five hundred dollars (\$500) in a calendar year.

Eligibility for the safety footwear *and natural fibre base layer* subsidy is on the following basis:

- i) An employee must have completed thirty (30) days of continuous employment with the Company
- ii) Operational requirements, fair wear and tear and just cause must justify all

initial purchases, subsequent purchases and repairs

- 8.04 c) (cont.)
- iii) All footwear must be C.S.A. approved (Meter Reader footwear excluded)
 - iv) An original receipt detailing the purchase or repair must be provided for reimbursement

Base layer clothing for employees requiring AR must be made of non melting fabric (including 100% merino wool, silk or synthetic, flame resistant treated fabrics).

For employees not requiring AR, base layer clothing may also include synthetic fabrics that are not flame resistant.

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

- a) Meter Readers shall receive the following items of clothing:
 - i) 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.
 - ii) 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.
- b) The Company shall be responsible for repairs to uniform coats, trousers, parkas and raincoats, provided damage was done on the job.
- c) The Meter Reader is responsible for, and expected to maintain, all issued clothing in a clean condition.
- d) 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 six (6) months, with the Company reserving the right, in certain instances, to extend this period to a maximum of twelve (12) 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 terminated.
- 9.04 Any person hired into a journeyman category must qualify for and obtain the applicable certificate from the Alberta Apprenticeship and Industry Training Board, prior 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 (behavioural and technical) 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 Troublemán, a Troublemán'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** *For the purposes of this section, an employee's appointment to an Apprenticeship may be subject to a limited dispute resolution as follows:*
- (a) When a selection decision is disputed, the parties will meet to review the rationale within 5 working days of the decision. The Employer will consider information submitted by the Union and make a final and binding decision on the dispute within an additional 5 working days.*
- 10.04 Employees, upon promotion in or outside the scope of this Agreement, 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.
- 10.05 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. No posting shall be required to complete the reversion.
- 10.06 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.
- 10.07 Any employee having the seniority and qualifications to fill a higher vacant job and who, for any reason, declines or refuses to accept the 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.

11. Layoffs and Rehires

11.01* For the purposes of Layoffs and Rehires the following "Companies" will be recognized:

- a) *EPCOR Distribution and Transmission*
- b) *EPCOR Corporate Shared Services*
- c) *EPCOR Water Canada*
- d) *EPCOR Technologies*

11.02 Consultation with the Union

The company will notify the Union at with as much advance notice as possible of the pending workforce reductions.

Prior to initiating layoffs, the Company and the Union shall meet to review the layoff process, review seniority lists, discuss which employees may be impacted and identify options for assignment or reversion.

11.03* Workforce Reductions

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 *code level* (eg. TR3). Except as specifically provided in 11.06, those employees who were last appointed to a class *code level* to be reduced, shall be the first employees removed from such class *code level* 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 *code level*.

Non-permanent employees *within the class code level* to be reduced shall be laid off prior to the removal of permanent employees from the class *code level*.

11.04* *Displacement*

A permanent employee affected by workforce reduction may exercise displacement rights provided the employee has the required qualification, skills and knowledge to perform the duties of the position and is senior to the employee being displaced.

- a) *A permanent employee will be eligible to be placed in the following sequence:*

STEP 1: Placement in a vacant full time position within the same class code level within any of the Companies defined in Article 11.01.

STEP 2: Displacement the least senior full time employee in the same class code level within the same company.

STEP 3.: Displacement of the least senior full time employee in the same class code level within any of the Companies.

STEP 4: Placement in a vacant full time position at the next lower class code

level within any of the Companies.

STEP 5: Displace the least senior full time employee in the next lower class code level within the same company.

STEP 6: Displacement of the least senior full time employee in the next lower class code level within any of the companies.

Further options for placement will continue under Steps 4, 5 and 6 into the next lower class code level until options have been exhausted or the employee elects to be laid off.

- 11.04 (cont.) b) *When an apprentice job is abolished in accordance with 11.02, such employee may, at his option, exercise displacement rights within the class code level, 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.*

11.05 Layoffs

- a)* *An eligible permanent employee, removed from a class for the purpose of layoff, who elects not to revert to a job within his former class exercise displacement rights shall be laid off from the Company.*
- b) 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.
- c) 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 10.01. "Promotions".

11.06* Rehire

- a)* If the permanent staff of a Company is to be increased, permanent employees *will be recalled in order of Jurisdictional Seniority*, provided they are qualified and capable of performing the duties of the job.
- b) *Permanent employees in a lower class due to displacement will be eligible to be recalled to their former class code level.*
**
- c)* Permanent employees laid off from service will have the right to a single recall for a period of 24 months. 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.
- d) 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 d).

11.07* Apprentices

- a)* Apprentice jobs shall not be considered to be trades classes for the purpose of applying the layoff and rehire procedure. Employees occupying jobs within trades classes shall not be eligible to *displace* to apprentice jobs.
- b) 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.

11.08 Technological Change

- a) 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.
- b) 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.
- c) 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.

11.09 Job Security

- a) 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.
- b) 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. In the event that a permanent employee is placed in a lower position, said employee shall suffer no loss of wages, for a period of two (2) years, as a result of being displaced. Thereafter, such employees shall be considered to be red-circled.

12. Posting and Filling Vacancies

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

12.02 Postings

- a) 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.
- b) 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 Applications

All applications shall be submitted through the Company's on-line recruitment system.

12.04 Notification to Applicants

- a) Upon completion of the selection process, the hiring supervisor will verbally communicate to each of the more senior applicants on the posting, the name of the selected candidate. Reasons for non-selection and suggestions for improvement will be provided under the categories of knowledge, skills (behavioural and technical) and experience.
- b) Unsuccessful applicants may each request a meeting with the hiring supervisor to further clarify the reasons for non-selection. Union representation may be requested.
- c) Upon completion of the verbal notification as per 12.04 a), Human Resources shall provide the following written notification to the Union:
 - i) The name of the successful applicant and seniority date
 - ii) The names of all unsuccessful internal applicants and seniority dates
 - iii) Confirmation that the unsuccessful applicants, senior to the successful applicant, have been verbally contacted by the hiring supervisor or that the supervisor was unable to contact the employee(s).
- d) Human Resources will provide an offer of employment to the successful candidate and written confirmation of the selection decision to each internal unsuccessful applicant.

12.05 Appeals

- a) The time limit for filing a grievance shall commence within five (5) working days from the date of Union notification, as per Article 12.04 c).
- b) 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.

Where the Union requests an extension of the time limits contained in the Grievance Procedure due to the absence of a senior unsuccessful applicant, the request shall not be unreasonably withheld.

12.06 Reversion

- a) In instances where a permanent employee is appointed to temporarily act in a managerial job or a job outside of the scope of this Agreement, for a period of twelve (12) months or less, and such employee is reverted by the Company to his former job within the scope of the Agreement, then no posting shall be required to complete such reversion.
- b) In circumstances where such reversions displace other employees, such employees in turn shall be reverted to their former jobs.
- c) Such employees shall have the option to revert to his original position at twelve (12) months.

12.07 Provisional Employees

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 temporary employee shall not have seniority until he becomes a permanent or provisional employee (*as defined in 3.05 (e)*), at which time his seniority *will be established as the earlier of the date he achieved provisional status or the date he last commenced temporary employment with no break in employment exceeding one full pay period.*
- 13.04* For the purposes of applying the provisions of 12.06, a provisional employee will be considered senior to a permanent employee where the provisional seniority date of the 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 the employee.
- 13.06* Lists showing seniority of employees shall be furnished by the Company to the Union *two times per calendar year (June and December).*
- 13.07 An employee, promoted or transferred to another area of the Company shall not exercise his seniority for the purpose of vacation choice during the first vacation year of employment in that area.

- 13.08 An employee shall lose seniority by reason of:
- a) dismissal for just cause.
 - b) voluntary resignation.
 - c) 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.
 - d) 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.
 - e) 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 failure to report within the prescribed time.
- 13.09 Edmonton-based Water Plant Operators
- a) Except as provided in 10.06, the order of preference for seniority of Edmonton-based Water Plant Operators shall be:
 - 1st – Water Plant Operator III's
 - 2nd – Water Plant Operator I's
 - b) Seniority of Edmonton-based 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 a), 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.
 - c) Seniority for vacation choice among *Edmonton-based* 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.* Dispute Resolution Process

- 14.01 For the purposes of this section, "working days" means consecutive days exclusive of Saturdays, Sundays or statutory holidays.
- 14.02 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 disputes shall be handled as provided for in this Agreement.
- 14.03 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 a 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.

14.04** *Problem-Solving*

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

14.05* *Stage One – The Consultation Phase*

- a) *This phase shall begin within ten (10) working days of an incident or issue 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 or incident. This written notice shall be directed to the senior Human Resource representative within the business unit, with a copy directed to the immediate out-of-scope manager where applicable. Parties shall endeavour to hold initial meetings within 25 working days from when the dispute is filed.*
- b) *The parties shall meet and review the incident or issue and determine the frequency and nature of future meetings and plus the other parties or resources required at these future meetings.*
- c) *The parties would also determine what action or problem solving process will be required to address the identified incident or issue.*
- d) *The parties may remain in this consultation phase as long as the parties are mutually satisfied with the progress being made. No formal time limits will apply to this consultation phase.*
- e)* *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 senior Human Resource representative within the business unit, indicating that the consultation phase has ended without a mutually agreed-to resolution.

14.06 Stage Two – The Formal Grievance Phase

- a)* Within ten (10) working days of receiving the formal written grievance, the *senior Human Resources representative* 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 written decision is provided to the employee(s) and the Union within ten (10) working days from the date of the hearing.
- b)* If the decision of the *senior Human Resources representative* or his designate does not resolve the grievance, the Union, if it decides to advance 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.
- c) 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 step of the grievance procedure within the time limits specified.

14.07 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:

- a) Appointee to the arbitration board and/or
- b) Willingness to choose a single arbitrator
- c) The nature of the grievance, the clause or clauses of this Agreement upon which the grievance is based and the remedy requested.
- d) Within five (5) working days after receipt of notification as provided in 14.05, the Company receiving notice shall:
 - i) advise the Union of its appointee to the arbitration board or,
 - ii) Advise that it is willing to accept a single arbitrator. If so, both the parties will endeavour to mutually agree upon a person to act in such capacity.
- e) If the parties fail to appoint their respective members within the time limits specified above (14.06 a) or 14.06 b)), appointment shall be made by the Provincial Minister responsible for Labour Issues upon the request of either party.
- f) Where each party has established an appointee to a board of arbitration, the appointees shall, within five (5) working days of the appointment of the second of them, appoint a third person who shall be the chair. If the two (2) appointees are unable to agree upon the choice of a chair within the time limit specified, they shall request the Provincial Minister responsible for Labour issues to appoint a chair.

- 14.07 (cont.)
- g) If the single arbitrator, either member of the arbitration board, or the chair thereof, refuses to act or is or becomes incapable of acting, a new single arbitrator, new board member or chair 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 chair, the appointment shall be made by the Provincial Minister responsible for Labour issues upon the request of either party.
 - h) Each party appointing a member shall bear the expense of its member and shall bear one-half (½) of the expenses of the chair of the arbitration board, or single arbitrator.
 - i) No person shall be appointed as a member or chair 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.
 - j) 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 chair 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.
 - k) The arbitration board or single arbitrator may quash, confirm or vary any action taken respecting suspension, discipline or discharge.
 - l) 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 endeavour to issue its award no later than sixty (60) calendar days from the conclusion of the hearing. Where both parties agree, the 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 grievance procedure 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.
- 14.09 The time limits in this grievance procedure are mandatory, however, where both parties agree, the time limits may be extended or steps or stages within the grievance procedure may be bypassed.
- 14.10* 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 *senior Human Resources representative* 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 *senior Human Resources representative* 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 *senior Human Resources representative*, the procedures and time limits outlined in Article 14.04 a) and the subsequent clauses in the

grievance procedure shall apply.

15. Reporting for Duty

15.01 Reporting for Duty

- a) 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.
- b)* *Employees required to report for duty to worksites located outside the City of Edmonton limits and within the Capital Region shall go to and from such place on their own time and be paid a flat-rate premium of \$25.00 per day. The Capital Region includes the following list of communities: Edmonton, Fort Saskatchewan, Sherwood Park, Beaumont, Leduc, Nisku, Devon, Stony Plain, Spruce Grove and St. Albert. (see Appendix A)*

15.02 Out of Town Work

- a) Out of town work refers to circumstances where an employee is required to work and / or travel out of town for greater than one (1) day and one (1) night.
- b) Where an employee is required to work out of town he shall be provided with seven calendar days advance notice.

Where notice is not provided the employee shall receive his regular rate of pay plus a premium of one hour's pay for each hour worked in the first two (2) scheduled work days of the out of town assignment.

15.03 Travel Expenses

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.

Employees required to work and/or travel out of town shall claim expenses as follows:

- a) Employees shall use a Company P-card and submit receipts for reconciliation.
- b) Reasonable, substantiated expenses that cannot be claimed using the EPCOR "P" Card, shall be reimbursed for all travel, accommodation and meal expenses as per EPCOR policy.
- c) Employees who have not been authorized and assigned an EPCOR "P" Card shall be eligible to claim a daily living allowance (per diem) of one hundred seventy-five dollars (\$175.00) to cover expenses related to daily meals (seventy dollars - \$70.00) and accommodation (one hundred five dollars - \$105.00). Such allowance would be advanced to employees prior to their out of town work assignment. This per diem amount is inclusive of any applicable Provincial Sales Taxes (P.S.T.).

- 15.03 (cont.)
- d) Employees who have not been authorized and assigned an EPCOR "P" card who are working or traveling out of town for Company business with an employee who is assigned an EPCOR "P" card may have some or all of their travel, accommodations, meals and business expenses paid for by the permanent employee with the EPCOR "P" card as agreed to with their Supervisor or Foreman.
 - e) Employees who are required to work and travel out of town for less than one (1) day and one (1) night and who have not been authorized and assigned an EPCOR "P" Card, shall be reimbursed for all travel, accommodation and meal expenses as per EPCOR policy.

15.04 Travel Time

Employees required to travel outside normal hours of work for out of town assignments shall be paid a premium of one-half (½) hour's pay at his regular rate of pay, for each hour spent travelling, in addition to the regular rate of pay. This travel pay premium is not bankable. Employees who are required to utilize their personal vehicle to travel to and from their Out of town work location and for any other business purposes shall be reimbursed for their travel based on the EPCOR policy.

15.05 Reporting to Genesee

- a) A City of Edmonton-based employee who is intermittently assigned to report to the Genesee site may be required to travel to the site outside of his normal hours of work. Where this occurs the 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.
- b) A City of Edmonton-based employee intermittently assigned to report to Genesee shall receive a transportation allowance based on one hundred and ten (110) kilometres at the current rate per kilometre.

16. Apprenticeship

16.01 All apprentices who come under the provisions of the Provincial Apprenticeship Legislation shall be governed by the regulations of the Act ,

16.02 Training

- a) The Company shall adequately train and instruct all apprentices. If the apprentice fails to qualify, he shall forfeit his apprenticeship. In the event that an apprentice has previously held a job in the Company, he shall be reinstated in the job but, otherwise, he shall be terminated. However, an apprentice who fails to qualify for any period of apprenticeship in accordance with the Alberta Provincial Apprenticeship Legislation, may be allowed to serve additional time 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.
- b) An apprentice shall become a journeyman when he has completed his apprenticeship in the applicable category as determined by the Company (but in any case no sooner than the length of time prescribed by the Act) and be placed in a

permanent job.

16.03 Ratio of Apprentices to Journeymen

The ratio of journeymen and apprentices in the applicable trades in a business unit, shall be no more than two (2) apprentices per three (3) journeymen. There shall be sufficient journeymen on any crew to adequately supervise apprentices.

16.04 Selection of Apprentices

- a) Preference shall be given to present employees coming within the scope of this Agreement who have the prerequisites (behavioural and technical) and ability to complete the training in the selection of apprentices.
- b) Upon appointment an apprentice shall be given credit for previous similar work or education and shall receive the rate of pay set out in the schedule that similar work and education warrants.

16.05 Water Treatment Plant Operators – Certified Skills Apprenticeship Opportunities

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

16.06 Supervision

- a) Electrical trouble or maintenance men must be qualified journeymen and apprentices accompanying them shall be under their supervision.
- b) No apprentice shall use the tools of the trade on overtime work without a journeyman working with him.
- c) Apprentices shall be expected, during the last twelve (12) months of apprenticeship, to do the same class of work as journeyman, provided, however, that they shall not be required to do work on high voltage except under the direct supervision of a journeyman in the applicable trade.
- d) Apprentices may work high voltage energized power lines in the third period of their EPCOR Apprenticeship Program under the following terms and conditions.
 - i) Program Requirements
 - (1) Successful completion of two (2) years in the EPCOR Power Lineman Apprenticeship Program including both Technical Institute and practical on the job training.
 - (2) All the required core skills identified in the Practical Training Guide (PTG)

must be signed off.

16.06 d)
(cont.)

ii) Performance

The required competency levels, including knowledge, technical, safe working and behavioural skills, must be discussed with the apprentice and documented using performance evaluation processes common to EPCOR.

iii) Competency

An objective and standardized competency evaluation must be completed after which it will be determined whether or not an apprentice is competent to work energized high voltage power lines.

(1) Evaluation of competencies will be co-ordinated and documented by the Company.

(2) Following the successful completion of two (2) years in the EPCOR Power Lineman Apprenticeship Program, a panel of at least three (3) Senior Linemen and one (1) Foreman will conduct a peer review to determine the apprentice's readiness for working high voltage energized lines.

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 refusal shall not be the basis for disciplinary or discriminatory action.

17.03 To ensure the safety of employees working in confined spaces, the Company and the employees will remain in compliance with relevant OH&S regulations, EPCOR standards and site procedures.

17.04 Electrically hazardous work in connection with manholes, transformer rooms and cable vaults shall be done by a journeyman under the general 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 (1) journeyman and a competent apprentice as per 16.06 d). In case of trouble, one (1) journeyman may watch for the safety of and guard the public from the trouble until another journeyman or a competent apprentice can be obtained to assist with the required work. Troublemakers 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, or be qualified and capable as mutually agreed by the Company and Union. All work must be done under the general direction of a foreman or supervisor in the applicable discipline.

17.07 Where non-trade employees or apprentices 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 or lead hand if he is working with and supervising tradesmen. An employee shall have the required knowledge and ability to act as a foreman or lead hand with non-trade employees.

19.* Journeymen and Apprentices

19.01* Trades Work

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.

Non-trades personnel may proceed to install pre-wired street light heads where an electrical journeyman has completed a thorough hazard assessment of the worksite. Any breakers, contactors, electric eyes or other such devices feeding the circuit must be set in a de-energized position/state and clearly marked/tagged. ("Lock-out" being the preferred method if practical). Such hazard assessment shall be in force for 15 calendar days.

19.02 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.

20.* New Classification

20.01 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.

20.02 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 class, the posting of any vacancy in this class shall be made according to the rates of wages set out by the Company but, the new class shall still be a matter of negotiation, and the 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."

20.03** *Classification Review*

Where the duties of a position have significantly changed, an employee may submit a request to Human Resources for a review of the class code level of their position. Human Resources will ensure that a position description is developed and approved by the first level Manager.

- (a) Within 10 days of receiving the final position description, Human Resources will review the documentation and the Class Code Descriptors and determine the appropriate class code level for the position. The decision will be communicated to the Union prior to being finalized.*
- (b) Should the class code level of the position change as a result of the review, the effective date will be the date the position description was signed. The rate of pay for the incumbent(s) in the position will be changed to reflect the current rate at that class code level and there will be no requirement to post the position.*

20.04** *Appeal of Classification Review*

Should the employee or Union disagree with the decision of a classification review, the Union will provide notice of its' intention to appeal within 14 calendar days of having received the decision from the Company.

- (a) Within 30 days of receipt of an appeal, the Company will convene a meeting of the Joint Class Code Descriptors Steering Committee. The Committee will review the documentation and the decision of the company. The employee will be provided*

opportunity to address the committee to provide information about their role and the rationale for the request.

- 20.04 (cont.) (b) *The Committee will issue a decision on the appropriate class code level for the position. The decision will be communicated in writing to the employee and will be final and binding. Should the Committee alter the decision of Human Resources, the effective date of the change will be in accordance with Clause 20.03 b).*

21. Training

- 21.01 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.
- 21.02 All training opportunities offered including the prerequisites for such training opportunities shall be posted.

22. Edmonton Civic Employees Charitable Assistance Fund

A payroll deduction in an amount not to exceed one-half (1/2) of one percent (1%) shall be made from the wages of all employees covered by this Agreement. 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.

23. Supplementation of Compensation Award

- 23.01 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 the Company will supplement the award to one hundred percent (100%) of the employee's regular net pay. (For disabilities commencing on or after April 1, 1989, one hundred percent [100%] 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. Supplementation shall not be payable to any permanent employee entitled to compensation after pension age if the employee is entitled to any pension or after the employee's sixty-fifth (65th) birthday if the employee is not entitled to a pension.
- 23.02 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.

- 23.03 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 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.
- 23.04 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.

Wage Appendices

Across the board wage increases

3.75% effective December 16, 2012

3.50% effective December 15, 2013

3.50% effective December 14, 2014

Appendix I - Trades

Class Code	Effective Dec 16, 2012		Effective Dec 15, 2013		Effective Dec 14, 2014	
	A	Job Rate	A	Job Rate	A	Job Rate
FM1	47.22	51.15	48.88	52.95	50.60	54.81
TR4		49.35		51.08		52.87
TR3	42.87	46.24	44.38	47.86	45.94	49.54
TR2	41.94	44.05	43.41	45.60	44.93	47.20
TR1	39.40	42.20	40.78	43.68	42.21	45.21

Appendix I - Notes*

1) Trades Step A applies to:

FM1) Technical Training Specialist

TR3) Cableman, Power Electrician I and Power Lineman III

TR2) Electrician I, Instrument Technician/Mechanic, Meter Technician and Signals Technician

TR1) Meter Installer I and Power Plant Maintenance Man

Appendix II - Dual Trades

Class Code	Effective Dec 16, 2012		Effective Dec 15, 2013		Effective Dec 14, 2014	
	A	Job Rate	A	Job Rate	A	Job Rate
DT3		53.72		55.61		57.56
DT2		49.35		51.08		52.87
DT1		46.24		47.86		49.54

Appendix III - Apprentices

Class Code	Effective Dec 16, 2012				Effective Dec 15, 2013				Effective Dec 14, 2014			
	1st	2nd	3rd	4th	1st	2nd	3rd	4th	1st	2nd	3rd	4th
Pro-rata	60%	70%	80%	90%	60%	70%	80%	90%	60%	70%	80%	90%
AP4	29.61	34.55	39.48	44.42	30.65	35.76	40.68	45.97	31.72	37.01	41.66	46.87
AP3	27.75	32.36	36.99	41.61	28.73	33.50	38.29	43.07	29.74	34.68	39.64	44.58
AP2	26.43	30.84	35.24	39.65	27.36	31.92	36.48	41.04	28.32	33.04	37.76	42.48
AP1	25.32	29.54	33.77	37.98	26.21	30.58	34.96	39.31	27.13	31.66	36.19	40.69

Appendix IV - Electrical System Operators

Class Code	Effective Dec 16, 2012		Effective Dec 15, 2013		Effective Dec 14, 2014	
	A	Job Rate	A	Job Rate	A	Job Rate
SC3		56.27		58.24		60.28
SC2		53.72		55.61		57.56
SC1	49.87	51.15	51.62	52.95	53.43	54.81

Appendix IV – Notes

- 1) Employees appointed to the Electrical System Control Operator class shall be placed at Step A until such time as they are deemed competent. Maximum time at the probationary rate will be one (1) year.
- 2) Employees temporarily appointed to perform Technical Training Specialist or System Control Operator duties shall be paid at Step A.

Appendix V - Water System Operators

Class Code	Effective Dec 16, 2012				Effective Dec 15, 2013				Effective Dec 14, 2014			
	A	B	C	Job Rate	A	B	C	Job Rate	A	B	C	Job Rate
WO2			40.81	42.20			42.24	43.68			43.72	45.21
WO1	31.67	34.97	35.74	36.44	32.78	36.20	37.00	37.72	33.93	37.47	38.30	39.05
Co-op Student				27.97				28.95				29.97

Appendix V – Notes*

- 1) Permanent employees hired into the Water Plant Operator I classification will be allowed up to two (2) years to obtain a Level I Certification to continue employment
- 2) Water Plant Operator I Step Requirements:
 - a) To progress to Step B, Water Plant Operators must have Level I Certification and twelve (12) months at Step A.
 - b) To progress to Step C, Water Plant Operators must have Level II Certification and three (3) months at Step B.
 - c) To progress to Job Rate, Water Plant Operators must have Level III Certification.
- 3) The lines of promotion in the Edmonton based Water Treatment Plants in EPCOR Water Services Inc. shall be from Water Plant Operator I to Water Plant Operator III.
- 4) 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.
- 5) Water Plant Operator III Step Requirements:
To progress to Job Rate, Water Plant Operators must have Level IV Certification.

Appendix VI - Electrical and Water System Support

Class Code	Effective Dec 16, 2012				Effective Dec 15, 2013				Effective Dec 14, 2014			
	A	B	C	Job Rate	A	B	C	Job Rate	A	B	C	Job Rate
SS6				41.97				43.44				44.97
SS5	34.49			36.59	35.70			37.88	36.95			39.21
SS4				34.49				35.70				36.95
SS3	31.31			32.87	32.41			34.03	33.55			35.23
SS2	21.79	24.90	28.01	31.12	22.56	25.78	29.00	32.21	23.35	26.69	30.02	33.34
SS1	18.00	23.59	26.53	30.09	18.63	24.42	27.46	31.15	19.29	25.28	28.43	32.25

Appendix VI - Notes*

1) Electrical and Water System Support Step A applies to:

SS5) Senior Storeman

SS3) Equipment Operator II

SS2) Storeman

SS1) Meter Reader I and Utility Worker (Step A rate applies only to employees hired after the date of ratification. Employees at the previous Step A rate will maintain their current rate of pay until they advance to the Step B rate.)

2) Electrical and Water System Support Step B and C applies to:

SS2) Storeman

SS1) Meter Reader I and Utility Worker

Classifications List

TR1 - Trades
Meter Installer I
Power Plant Maintenance Man

TR2 - Trades
Electrician I
Instrument Technician/Mechanic
Meter Installer I (Service Truck)
Meter Technician
Millwright II
Plant Mechanic
Signals Technician I
Welder

TR3 - Trades
Cableman
Electrical Permitting Agent
Energy Utilization Analyst
Instrument Repairman
Meter Installer II
Power Electrician I
Power Lineman III
System Inspector

TR4 - Trades
Cableman II
HVAC Technician
Power Electrician II
Power Lineman IV
Power System Technician
Quality Assurance Administrator
Safety Codes Officer
Scheduler
Senior Signals Technician - LRT
Signals Technician II
Troubleman

FM1 - Foreman
Apprenticeship Coordinator
Cable Foreman
Meter Foreman
Power Electrician Foreman
Power Line Foreman
Power Plant Maintenance Foreman
Signals Foreman
Technical Training Specialist

DT1 - Dual Trades
Instrument Technician/Mechanic / Electrician
Millwright I / Machinist
Millwright I / Welder
Power Electrician I / Instrument Technician II

DT2 - Dual Trades
Electrical Instrumentation & Control Systems Tech
Electrical Instrumentation Coordinator
Electrical Leadhand
Maintenance Planner
Mechanical Leadhand

DT3 - Dual Trades
Instrumentation / Electrician Foreman
Mechanical Maintenance Foreman
Power Electrician / Instrument Foreman
Power Plant Maintenance Foreman - Dual Trade

SC1 - Electrical System Control Operator
Electrical System Control Operator

SC2 - Electrical System Control Operator
Senior Electrical System Control Operator

SC3 - Electrical System Control Operator
Electrical System Control Operator Foreman

WO1 - Water Systems Operators
Water Plant Operator I

WO2 - Water Systems Operators
Water Plant Operator III

WO3 - Water Systems Operators
Water Plant Operator IV

AP1 - Apprentices
Meter Installer I

AP2 - Apprentices
Electrician I
Instrument Technician/Mechanic
Meter Technician Apprentice
Meter Technicians
Millwright
Signals Tech I

AP3 - Apprentices
Cableman
Power Electrician I
Power Lineman III

SS1 - Elec & Water Sys Support
Meter Reader I
Utility Worker

SS2 - Elec & Water Sys Support
Equipment Operator I
Storeman
Trouble Driver

SS3 - Elec & Water Sys Support
Equipment Operator II

SS4 - Elec & Water Sys Support
Equipment Operator III
Tool Serviceman

SS5 - Elec & Water Sys Support
Senior Storeman
Utility Worker III

SS6 - Elec & Water Sys Support
Meter Reader Foreman
Stores Administrator
Utility Worker Foreman

AP4 - Apprentices
Signal Technician II

International Brotherhood of Electrical Workers
Local Union 1007

The following Letters of Understanding to the 2013 – 2015 Collective Agreement are individual letters but are grouped together for signing purposes only.

- Letter #1 – Jurisdictional Disputes
- Letter #2 – Foremen Working with Tools
- Letter #3* – *Compressed Hours of Work*
- Letter #4 – Out of Town Work
- Letter #5 – Leave for Personal and Family Related Responsibilities
- Letter #6 – Short Term Incentive
- Letter #7* – *Working as a retiree*
- Letter #8* – *Wind-up of former Income Replacement Plan – Applies only to former City Edmonton employees*
- Letter #9 – Out of Town Travel for Gold Bar Employees
- Letter #10** – *Alberta Environment Compliance (A.E.C) Certification*

Letters of Understanding

between

EPCOR Utilities Inc.

Of the First Part

(hereinafter called the "Company")

- and -

Local No. 1007, International Brotherhood of Electrical Workers

Of the Second Part

(hereinafter called the "Union")

Letter #1 – 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 #2 – 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 #3* – Compressed (Flexible) Hours of Work

1. Definitions

Compressed (flexible) hours of work may include one or all of the following:

- a) Normal Hours of Work: Employees engaged in the compressed (flexible) hours of work week shall work a combination between eight (8) to ten (10) hour shifts, plus one-half (1/2) hour unpaid lunch break as set out in the shift schedule. The hours of work for such employees shall average forty (40) hours per week and/or eighty (80) hours per pay period over the length of the schedule.

2. Establishment of Compressed (Flexible) Hours of Work

When the parties agree to establish compressed (flexible) hours of work, they shall do so in accordance with this letter of understanding. Unless otherwise specified in these compressed (flexible) hours of work arrangements, clauses contained in the Main Agreement shall continue to apply.

- a) Compressed (flexible) hours of work proposals may be initiated by either the Company or the employees. The schedules will be voted on by the employees in the affected work group and must achieve a seventy five percent (75%) majority. The Company will ultimately determine whether or not the proposal will be implemented based on operational requirements.
- b) When a compressed (flexible) hours of work schedule is implemented, the following parties will be advised in writing of the work location, business unit, schedule and employees participating.
 - i) The Union
 - ii) The Company's Human Resources *Representative*
 - iii) The Company's Payroll Department
- c) Postings shall contain a statement to denote those positions that are subject to compressed (flexible) hours of work.
- d) Whenever possible, the Company will endeavour to accommodate employees who, for reasons acceptable to the Company, request not to participate in the compressed (flexible) hours of work schedule.

3. Fringe Benefits

- a) A day's pay for a statutory holiday shall be equal to the monetary or time equivalent of the compressed (flexible) work day hours.
- b) Vacation and Sick leave usage shall be administered on an hourly basis in conjunction with the schedule.

4. Reversion from Compressed (Flexible) Hours of Work

Where compressed (flexible) hours of work are established pursuant to #2 of this Letter of Understanding, either of the parties may decide at any time to revert from the compressed (flexible) hours of work schedule 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 (flexible) hours of work they will meet to discuss the reasons prior to the reversion.

Letter #4 – Out of Town Work

1. Should EPCOR Water Services Inc. be successful in attaining out of town contracts of a longer duration [in excess of fourteen (14) calendar days], the parties shall meet and discuss the issues arising from this out of town work and determine and agree to terms and conditions for this out of town work.
2. Should there be any discrepancies or issues with respect to the implementation of the provisions of Article 15 or this Letter of Understanding the parties agree to meet to review and resolve these items.

Letter #5 – Leave for Personal and Family Related Responsibilities

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

Letter #6* – Short Term Incentive

1. Permanent employees in Class Code FM1, DT3, SC3, and SS6 will be eligible to participate in the Company's corporate short-term incentive program.
 - a) The *corporate* short term incentive program shall include performance measures based on Corporate, Business Unit and individual employee performance.
 - b) The target payout shall be five percent (5%) of the employee's regular paid hours.
 - c) Participation will be in accordance with the corporate short term incentive program defined by the company. Annual performance targets and measures may change from year to year.
2. Permanent full-time employees who are in Class Codes other than those specified in point 1 above, will be eligible to participate in a Flat Rate short-term incentive program as outlined below, commencing with the 2010 performance year:
 - a) This flat payout will be determined based on the achievement of the Business Unit performance measures included in the corporate short term incentive program.
 - b) The target payout will be as follows:
 - i) For the 2013 performance year, \$3000 payable in April of the following year
 - ii) For the 2014 and 2015 performance years, \$3100 payable in April of the following year
 - c) The actual dollar payout for each Business Unit where targets are met will range from 0% of the target where threshold is not met on all Business Unit Metrics, to 100% *where target is met or exceeded* on Business Unit metrics.
 - d) Metrics for threshold *and* target will be defined annually by the company and will be consistent with the business unit metrics used in the corporate short term incentive program.
3. Eligibility for short term incentive will be as outlined below:
 - a) An employee must be actively employed in a permanent position on December 1 of each performance year to be eligible for participation in the short term incentive plan. *Eligibility will be based on the employee's permanent position as of December 1 of the performance year.*
 - b) Employees must continue to be employed in a permanent status position at the date of short term incentive payment in order to receive a payment, except employees that have retired, who shall receive a pro-rata amount based on the number of months worked in that year. *STI awards will be pro-rated for mid-year hires, leaves of absences without pay and LTD.*
 - c) Employees who are terminated or who terminate employment for any reason during the eligibility period will not receive a short term incentive award.

- d) The short-term incentive for all employees will be paid at the end of April of the following year.
- 4. *Business Unit performance metrics must meet pre-determined levels of achievement. Prior to the payment of annual short term incentive awards, performance metrics must be approved by the Board of Directors in the following STI plan year.*

Letter #7* – Working as a Retiree

The parties have an interest in providing employees who are eligible to retire with the opportunity to retire, collect a pension and return to work. This is intended to facilitate the retention and transfer of essential skills and to transfer knowledge to other employees. It recognizes that Employees retiring from their employment with the Company may under certain circumstances wish to return to a position within the Company and/or transition more gradually to retirement.

Eligibility

- 1. This program is applicable to all permanent employees *and EPCOR Retirees*. Eligibility for participation in the program is at the discretion of the Company.
- 2. To be eligible to participate, employees must have retired from a permanent position with EPCOR or expressed in writing their intent to do so on a specified date. For clarity, eligibility to retire is defined as aged 55 or older and eligible to draw a pension.

Terms

- 1. The following terms will be applicable to Retirees:
 - a) Participants will not be eligible to accrue pensionable service.
 - b) Compensation for working as a retiree will be in accordance with the applicable Wage Appendix in the Collective Agreement.
 - c) All time off, including vacation, and named holidays, is subject to business unit requirements and management approval, and is to be coded and taken as unpaid leave.

Applicability of the Collective Agreement

The provisions of the main body of this collective agreement will be applicable to Retirees, except as modified below:

3. Definitions

Add a new clause that reads:

- 3.17 Retiree

“Retiree” – means a former permanent employee who has retired from EPCOR and has been rehired into a Temporary position:

- a) Employees who retire may return to work in a Temporary position for a period typically up to six (6 months).
- b) Where a business case exists, the Temporary position may be extended beyond the six month term, to a maximum of 36 months, with the approval of the Stratum 5 leader of the business unit. Mutual agreement between the Company and the Union is required to extend the term of the Retiree’s temporary position beyond twelve months.
- c) Employees must have a break in service equivalent to at minimum one full pay period prior to being hired as a retiree.

6. Working Conditions

Amend Clause 6.02 a) to read:

6.02 Hours of Work

- a) Normal Hours of Work

The normal hours of work shall consist of up to eight (8) hours per day with one (1) hour or one-half (½) hour intermission for lunch.

Amend Clause 6.03 a) to read:

6.03 Overtime Work

- a) Where an employee is required to work hours in excess of the regular hours of work that full-time employees within the immediate work area are normally scheduled for, he shall be paid two (2) times his regular rate of pay for each additional hour worked.

Delete Clause 6.04 Banked Overtime

8. Fringe Benefits

Amend Clause 8.01 to read:

8.01 Statutory Holidays

Retirees shall have their statutory holiday pay paid on a bi-weekly basis as a premium calculated at four point six percent (4.6%) of their normal bi-weekly earnings.

Amend Clause 8.02 to read:

8.02 Annual Vacation Leave

The Annual Vacation Leave for Retirees shall be paid out as a percentage of straight time bi-weekly pay for that pay period. The rate of vacation pay shall be percentage, equivalent to the employee's level of vacation accrual immediately prior to the date of retirement.

Amend Clause 8.03 g) Health and Welfare Benefits

8.03 Leave of Absence

g) Health and Welfare Benefits

Retirees are not eligible to participate in the Advantage Benefits program.

Retirees may choose to enroll in the Retiree Benefit program at the point that they retire from permanent employment. This is a one time option only. Enrolment is subject to Retirement Benefit program policies and eligibility criteria.

Retirees shall be eligible for up to five (5) paid sick days annually. These sick days shall be paid at one hundred percent (100%) of the employee's regular wage. After three (3) incidents of absence in a benefit year, payment will be reduced to eighty percent (80%) of regular wages for each day of absence.

10. Promotions

Amend Article 10 to read:

- 10.01 A Retiree working in accordance with this Letter of Understanding shall not be eligible to apply for a permanent role in accordance with the provisions of Article 10 or Article 12.

12. Posting and Filling Vacancies

Amend Article 12 to read:

12.01 Requesting to Work as a Retiree

Employees wishing to work as a Retiree shall provide written notice to their Manager as appropriate no less than three months in advance of their desired date of retirement, including the following information:

- a) Date of retirement
- b) Desired date to commence working as a retiree
- c) Desired hours of work

d) Proposed Term

e) The added value of working as a retiree – to both the employee and the company

Upon receipt of the request, the Manager shall assess the feasibility of the request, considering the business requirements as well as the employee's performance.

12.02 Approval

Where the Manager has determined that the Request to Work as a Retiree is feasible, the Manager shall advise other employees in the immediate work area of the intention to create a Retiree position. The Manager shall develop a written business justification, outlining the added value to operations, the plan for transferring knowledge and the workforce plan to ensure a supply of talent in the future. The business justification shall include:

a) The employee name

b) Date of retirement

c) Date to commence working as a retiree

d) Standard hours of work

e) Term

f) The added value of working as a retiree – to both the employee and the company

The Manager may contact Human Resources for assistance in determining eligibility.

The Business Justification shall be provided to the Stratum 5 Leader of the Business Unit.

Approval to work as a retiree must be provided by the Stratum 5 Leader of the Business Unit or Shared Service Group, and confirmed in writing to the Employee with a copy to the Union.

12.03 Confirmation

The employee shall receive a Letter of Offer detailing the terms and conditions of their rehire into the new Temporary position as a Retiree.

13. Jurisdictional Seniority

Amend Clause 13.03 to read:

13.03 A Retiree shall not have seniority. A retiree's commencement date with the company will be the date the employee was hired as a retiree.

Letter #8* – Wind-up of former Income Replacement Plan – Applies only to former City Edmonton employees

The parties agree that the Company will provide lump sum payments of the outstanding balance of the Income Replacement entitlement within three (3) pay periods of the ratification of the collective agreement.

Letter #9 – Out of Town Travel for Gold Bar Employees

Gold Bar employees transferred to EPCOR within the IBEW jurisdiction on April 1, 2009 will not be required to travel to work outside of Edmonton, except as follows:

1. Employees may be asked to travel for work outside of Edmonton on a volunteer basis.
2. If no qualified volunteers exist within EPCOR, employees may be directed to travel to work outside of Edmonton in situations where the nature of the work outside of Edmonton is emergent.
3. Employees within this group may also be requested to travel to other work locations within Edmonton for purposes such as vacation relief.
4. New employees hired by EPCOR after April 1, 2009 and employees who volunteer for out of town work assignments shall not be eligible for protection from out of town work assignments as indicated above.

Letter #10 – Alberta Environment Compliance (A.E.C.) Certification**

In recognition of employees acquiring the A.E.C. Certification, the Company will pay a lump sum of money for acquiring each level of certification as follows:

Level Lump Sum Dollars

- Level I - \$300
- Level II - \$400
- Level III - \$500
- Level IV - \$600

The lump sum will be payable immediately after the employee produces evidence of successful completion of each level of certification. It is understood that the employee will maintain this certification level as long as they hold the position the certification is required for. It is further understood, that the employee will not be sanctioned by the Company if they cannot maintain the certification due to circumstances beyond their control.

Lump sum payments will be made according to the level of certification acquired and one lump sum

payment will only be payable upon attaining the level of certification as long as the certification is required while the employee worked for the Company.

Addendums to the 2010 – 2012 Collective Agreement

between

EPCOR Utilities Inc.

Of the First Part

(hereinafter called the "Company")

- and -

Local No. 1007, International Brotherhood of Electrical Workers

Of the Second Part

(hereinafter called the "Union")

International Brotherhood of Electrical Workers
Local Union 1007

- Addendum #1 - Water Treatment Plants
- Addendum #2 - Electrical System Control Operator Employees
- Addendum #3 - Trouble Crews
- Addendum #4 - EPCOR Water Services Inc. – Strathmore and Chestermere Water and Waste Water Utility Operations

Addendum #1 – Water Treatment Plants

The following provisions shall apply to Water Treatment Plant Operators 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

6.02 Hours of Work

b) Other Hours of Work

- iii) 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.
- v) 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.
- c)* i) (1) Seven (7) calendar 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 *their regular rate of pay plus a shift change premium equal to 1X their regular rate of pay* for those hours worked not on the employee's original schedule, prior to the expiration of the required notice period.
- d) Shift trades will not be permitted which would result in an employee working in excess of sixteen (16) consecutive hours.

6.03 Overtime Work

- a) i) 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.

6.06 Pay for Work on Statutory Holidays

- c) 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 f). 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.

6.09 Shift Differential

- a) Shift differential shall be paid as per Clause 6.09 of the main body of the agreement except for classes that already receive shift differential in the base rate (classes 8200 and 8204).

7. Pay Provisions

7.01 Wages

- a) Notwithstanding Clause 7.01 b) 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 over the length of the shift schedule (cycle).

8. Fringe Benefits

8.01 Statutory Holidays

- g) 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.

8.03 g) Health and Welfare Benefits and Pensions

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

24. Reversion to the Eight Hour Per Day Schedule

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

Addendum #2 – Electrical System Control Operator Employees

The following provisions shall apply to Electrical System Control Operators 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

6.02 Hours of Work

b) Other Hours of Work

- iii) 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.
- v) 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.

c)* General Provisions

- i) (1) Seven (7) calendar 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 *their regular rate of pay plus a shift change premium equal to 1X their regular rate of pay* for those hours worked not on the employee's original schedule, prior to the expiration of the required notice period.
- d) Shift trades will not be permitted which would result in an employee working in excess of sixteen (16) consecutive hours.

6.03 Overtime Work

- a) i) 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.

6.06 Pay for Work on Statutory Holidays

- c) 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 f). 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.

6.09 Shift Differential

- a)* Effective on the first day of the pay period following the ratification 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 *two dollars and twenty five cents* (\$2.25) for each hour of that shift. An employee shall be eligible for shift differential for regularly scheduled hours worked at premium rates on statutory holidays only.

7. Pay Provisions

7.01 Wages

- d) Notwithstanding Clause 7.01 b) 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

- d) 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 hour (8) shift during the same pay period in which the statutory holiday occurs except where otherwise mutually agreed.
- g) 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.

8.03 g) Health and Welfare Benefits and Pensions

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

24. Reversion to the Eight Hour Per Day Schedule

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

Addendum #3 – Trouble Crews

The following provisions shall apply to trouble crew employees. 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

6.02 Hours of Work

b) Other Hours of Work

- iii) 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 two (42) hours per week over the length of the schedule. Such employees shall not normally work more than four (4) consecutive twelve (12) hour shifts.
- v) Where relief personnel are provided, they shall work an average of eighty four (84) 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 employees shall receive overtime pay for the first shift worked.

c)* General Provisions

- i) (1) Seven (7) calendar 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 *their regular rate of pay plus a shift change premium equal to 1X their regular rate of pay* for those hours worked not on the employee's original schedule, prior to the expiration of the required notice.
- d) Shift trades will not be permitted which would result in an employee working in excess of sixteen (16) consecutive hours.

6.03 Overtime Work

- a) i) Relief personnel shall be eligible to receive overtime pay for those hours worked in excess of eighty-four (84) hours in a pay period. Other schedule adjustments may be required from time to time to maintain an average work week of forty two (42) hours.

6.06 Pay for Work on Statutory Holidays

- c) 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 f). 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.

6.09 Shift Differential

- a)* Effective on the first day of the pay period following the ratification 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 *two dollars and twenty five cents* (\$2.25) for each hour of that shift. An employee shall be eligible for shift differential for regularly scheduled hours worked at premium rates on statutory holidays only.

7. Pay Provisions

7.01 Wages

- d) Notwithstanding Clause 7.01 b) of the Main Agreement, employees shall be paid in accordance with the number of scheduled hours in each pay period balanced over eight (8) weeks. The number of hours scheduled in each pay period will vary in accordance with the following:

Between seventy-two (72) and ninety six (96) hours each pay period to average eighty four (84) hours bi-weekly for an eight (8) week cycle. All standard hours are deemed to be pensionable.

8. Fringe Benefits

8.01 Statutory Holidays

- g) 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.

8.03 Health and Welfare Benefits and Pensions

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

24. Reversion to the Eight Hour Per Day Schedule

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

Addendum #4 – EPCOR Water Services Inc. – Strathmore and Chestermere Water and Waste Water Utility Operations

The following provisions shall apply to all those employees in the Strathmore and Chestermere water and waste water utility operations in EPCOR Water Services 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 in 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 Strathmore and Chestermere water and waste water operations.

1. Scope

Amend Article 2 to read:

This agreement shall apply to all employees of the Company engaged in the water & waste water operations out of Strathmore and Chestermere, Alberta.

6.10 Standby

Amend Clause 6.10 to read:

- b) An employee placed on Standby is required to remain fit for work and be available to report to the worksite within 30 minutes.

- c) i) Standby shall provide twenty-four (24) hour coverage on a daily basis as required.
- d) Employees on standby shall be paid for standby service on the following basis:
 - i) 0.50 hours of pay at the employee's regular rate of pay for every eight (8) hours of standby time on a workday.
 - ii) 0.67 hours of pay at the employee's regular rate of pay for every eight (8) hours of standby time on an offday.
 - iii) 1.67 hours of pay at the employee's regular rate of pay for every eight (8) hours of standby time on a statutory holiday.

11. Layoffs and Rehires

11.01 Application

For the purposes of layoffs it is understood that Strathmore and Chestermere employees affected by layoff shall not be eligible to bump or displace employees outside of the Strathmore jurisdiction.

11.03 Workforce Reductions

If the permanent staff of the Company is to be reduced, the Company shall first determine the number of jobs to be reduced within each grouping, i.e. Clerical, Operator or Labourer. In laying off employees the Company will take into consideration the skill, ability and certification level of the employees in order to determine which employees should be retained to perform the available work. Where these factors are equal between two or more employees, the employee with greater unbroken service in the Strathmore and Chestermere operations will be given preference.

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

11.07 Rehire

- a) If the permanent staff of a Company is to be increased, those permanent employees removed, in accordance with the layoff provisions, from the grouping to be increased shall, if available, be recalled according to the reverse order of their removal from such grouping, provided they are qualified and capable of performing the duties of the job. For permanent employees actually laid off from the service, this right to recall expires at twenty-four (24) months.
- b) 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.

11.10 Technological Change

- a) 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.
- b) 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.

Schedule of Wages – Strathmore and Chestermere Operations

Strathmore/Chestermere		Effective Dec 16, 2012				Effective Dec 15, 2013				Effective Dec 14, 2014			
Class Code	EPCOR Job Title	A	B	C	D	A	B	C	D	A	B	C	D
5544	OPERATOR NC (Non-Certified)				28.04				29.03				30.05
5545	OPERATOR (1-4pts)	28.60	29.17	29.76	30.35	29.61	30.20	30.81	31.42	30.65	31.26	31.89	32.52
5546	(5-8pts)	30.95	31.88	32.83	33.83	32.04	33.00	33.98	35.02	33.17	34.16	35.17	36.25
5547	(9-11pts)	35.19				36.43				37.71			
5548	LEAD HAND OPERATOR				39.58				40.97				42.41

The following matrix of classifications and respective point requirements shall be used to determine each employee's Class Code and Pay Step. The Company's intention is to train employees to encourage multi-skilling and cross-functional competencies, the goal being to have a more diversified and qualified workforce.

Strathmore/Chestermere		Step			
Class Code	EPCOR Job Title	A	B	C	D
5544	OPERATOR NC (Non-Certified)				0 points
5545	OPERATOR (1-4pts)	1 point	2 points	3 points	4 points
5546	(5-8pts)	5 points	6 points	7 points	8 points
5547	(9-11pts)	9 points			
5548	LEAD HAND OPERATOR				Job Rate

Notes:

*Operators **

Note 18 of this collective Agreement does not apply to Operator Progression. Progression through the wage grid for Operators is tied to successfully earning certification points in accordance with Alberta Environment Certification guidelines as outlined below:

- a) One point for each Alberta Environment (A.E.N.V.) Certification operations level (levels I to IV) in each discipline of Water Treatment, Water Distribution, Wastewater Collection and Wastewater Treatment.*
- b) Employees must be prepared to use all levels of qualification when required by the Company to do so and must demonstrate use of each qualification during each year. This includes work within town limits as well as out of town assignments as required by the Company.*
- c) In situations where the active and/or required certification results in a lower rate of pay, the Company will meet with the Union prior to adjusting the affected employee's rate of pay.*
- d) Employees will receive the rate of pay allocated to the classification they have been assigned to only if they meet the point qualifications for the assigned classification. Otherwise, the assigned employees continue to receive their current rate of pay for the duration of the assignment.*
- e) In accordance with the Alberta Environment Certification process, all Employees will be required to maintain their existing levels of certification. If an employee fails to maintain their Alberta Environment certifications, the employee's points and pay will be reviewed and adjusted accordingly.*

*Non-certified Operators **

- a) Permanent employees hired into the Operator (non-certified) classification will be allowed up to three (3) years to obtain at least three (3) qualification points to continue employment.*
- b) This classification may be used for students within the water and waste water fields of study for work experience/internship programs. Students engaged in these programs will be hired on a temporary basis for the term of their work experience with the intention that they will be returning to school.*

Schedule of Wages – Strathmore and Chestermere Support

Class Code	EPCOR Job Title	Effective Dec 16, 2012				Effective Dec 15, 2013				Effective Dec 14, 2014			
		A	B	C	D	A	B	C	D	A	B	C	D
5541	CLERK II	23.02	23.82	24.62	25.50	23.83	24.66	25.49	26.40	24.67	25.53	26.39	27.33
5542	LABOURER (SEASONAL)	15.68	17.75	19.85	21.96	16.23	18.38	20.55	22.73	16.80	19.03	21.27	23.53
5543	OPERATOR (SEASONAL)	19.58	21.17	22.87	24.30	20.27	21.92	23.68	25.16	20.98	22.69	24.51	26.05

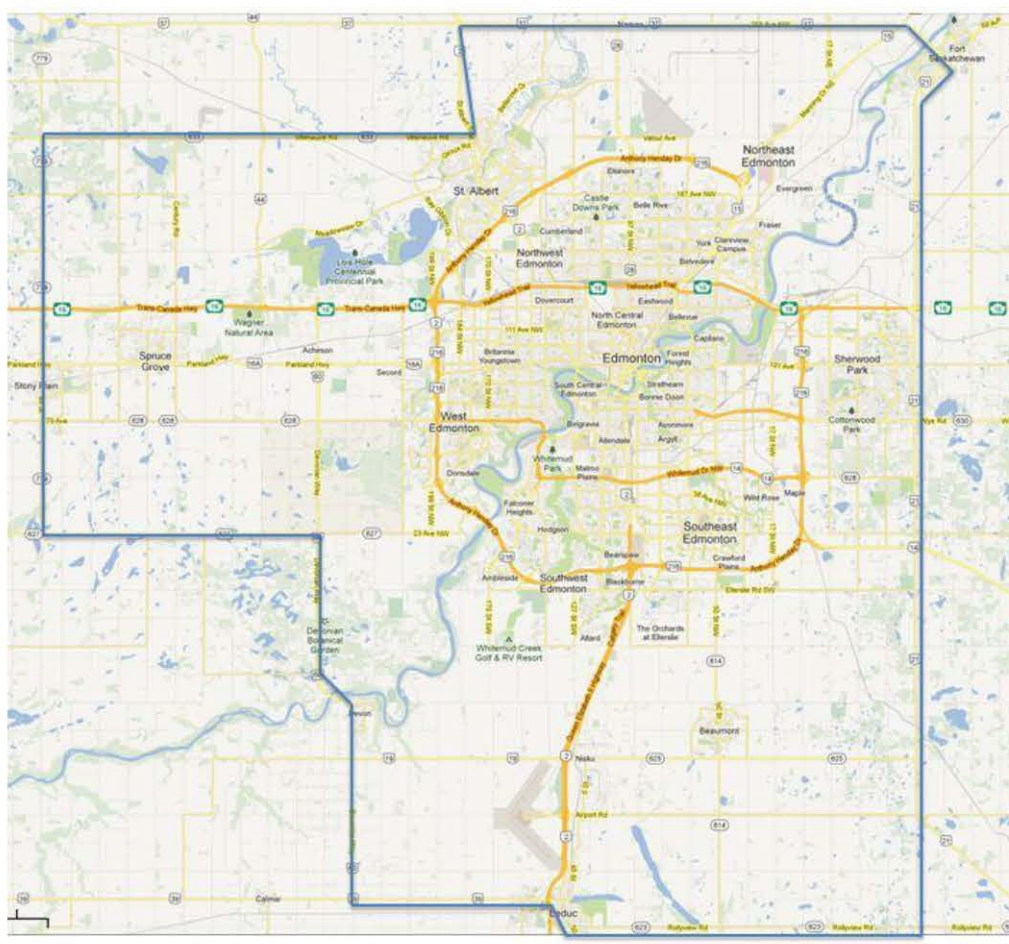
Notes: 5541 – Clerk II

1. The incumbent (ee#101753) in the former Clerk I class will be placed at Step D on the Clerk II scale.
2. All employees hired for these positions will be placed on the pay grid based on the Company's review and consideration of their knowledge, qualifications and skills (technical and behavioural) and the requirements for the positions.
3. Once employees are placed on the pay grid they will progress from one step to the next on the pay grid for their classification based on completion of the assigned time to the step and upon meeting performance expectations.

Notes: 5542 – Labourer (seasonal) and 5543 – Operator (seasonal)

1. All employees hired for these positions will be placed on the pay grid based on the Company's review and consideration of their knowledge, qualifications and skills (technical and behavioural) and the requirements for the positions.
2. Once employees are placed on the pay grid they will progress from one step to the next on the pay grid for their classification based on meeting performance expectations and the completion of a six (6) month work period or the equivalent of one thousand and forty (1040) hours.
3. Employees who terminate and are rehired within twenty-four (24) months, will be re-hired at their previous step and will receive credit for previously accumulated hours.

Appendix A – The Capital Region Map



Alphabetical Index

Comment [KJ1]: Will come back to this at the end.

Subject Heading	Article	Page
Alberta Environment Compliance (A.E.C)	Letter #10	Pg. 68
Appeals	12.05	Pg. 38
Applications	12.03	Pg. 38
Apprentices:	19.0	Pg. 48
Apprenticeship	16.0	Pg. 45
Layoffs and Rehires	11.07	Pg. 36
Ratio to Journeymen	16.03	Pg. 46
Schedule of Wages	Appendix III	Pg. 53
Selection	16.04	Pg. 46
Supervision	16.06	Pg. 46
Training	16.02	Pg. 45
Trades Work	19.01	Pg. 48
Water Treatment Plant Operators – Certified Skills Apprenticeship Opportunities	16.05	Pg. 45
Arbitration Phase	14.07	Pg. 42
Banked Time	6.04	Pg. 16
Brush Maintenance	6.15	Pg. 20
Coaching and Counselling	4.02	Pg. 9
Consultation Phase	14.05	Pg. 41
Consultation with the Union	11.02	Pg. 35
Definitions:	3.0	Pg. 7
Banked Overtime Year	3.01	Pg. 7
Calendar Year	3.02	Pg. 7
Class Series	3.03	Pg. 7
Class Code Level	3.04	Pg. 7
Class Code Descriptor	3.05	Pg. 7
Continuous Employment	3.06	Pg. 7
Employee	3.07	Pg. 7
Hours of Work Schedule	3.08	Pg. 8
Interpretations	3.09	Pg. 8
Job	3.10	Pg. 8

Off Day	3.11	Pg. 8
Permanent Job	3.12	Pg. 9
Promotion	3.13	Pg. 9
Regular Hours of Work	3.14	Pg. 9
Regular Rate of Pay	3.15	Pg. 9
Shift	3.16	Pg. 9
Trial Term	3.17	Pg. 9
Vacation Year	3.18	Pg. 9
Discipline	4.03	Pg. 10
Displacement	11.04	Pg. 35
Dispute Resolution Process	14.0	Pg. 40
Dually Qualified Tradesman	7.03	Pg. 21
Edmonton-based Water Plant Operators	13.09	Pg. 40
Edmonton Civic Employees Charitable Assistance Fund	22.0	Pg. 50
Electrical System Control Operator Employees	Addendum #2	Pg. 72
Employment	9.0	Pg. 33
Formal Grievance Phase	14.06	Pg. 42
Foremen Working with Tools	Letter #2	Pg. 60
Fringe Benefits	8.0	Pg. 21
Hours of Work:	6.02	Pg. 12
Compressed (Flexible)	Letter #3	Pg. 60
Hours of Work Schedule Definition	3.08	Pg. 8
Regular Hours of Work Definition	3.14	Pg. 9
Job Security	11.09	Pg. 37
Journeyman:	19.0	Pg. 48
Ratio to Apprentices	16.03	Pg. 46
Recognition of Status	19.02	Pg. 49
Trades Work	19.01	Pg. 48
Jurisdictional:		
Disputes	Letter #1	Pg. 60
Seniority	13.0	Pg. 39
Layoffs	11.05	Pg. 36
Layoffs and Rehires	11.0	Pg. 35
Leave for Personal and Family Related Responsibilities	Letter #5	Pg. 62

Leave of Absence	8.03	Pg. 27
Management Rights	4.0	Pg. 9
Meter Reader Clothing	8.06	Pg. 33
New Classes	20.0	Pg. 49
Classification Review	20.03	Pg. 49
Appeal of Classification	20.04	Pg. 49
No Strike or Lockout	6.01	Pg. 12
Notice Board Space	8.05	Pg. 33
Notifications to Applicants	12.04	Pg. 38
Out of Town:		
Expenses	Letter #4	Pg. 62
Travel for Gold Bar Employees	Letter #9	Pg. 68
Work (Reporting for Duty)	15.02	Pg. 44
Overtime Work	6.03	Pg. 14
Parking	8.07	Pg. 33
Pay:		
Height Pay	6.12	Pg. 19
Provisions	7.0	Pg. 20
Reporting Pay	6.13	Pg. 19
Retroactive Pay	7.02	Pg. 20
Work on Off Days	6.05	Pg. 16
Work on Statutory Holidays	6.06	Pg. 16
Posting and Filling Vacancies	12.0	Pg. 37
Postings	12.02	Pg. 38
Problem Solving	14.04	Pg. 41
Promotions:	10.0	Pg. 34
Promotion Definition	3.13	Pg. 9
Protective Clothing	8.04	Pg. 32
Provisional Employees	12.07	Pg. 39
Red Circling	7.04	Pg. 21
Rehire	11.06	Pg. 36
Relieving in a Senior Position	6.07	Pg. 17
Reporting for Duty	15.0, 15.01	Pg. 44
Reporting to Genesee	15.05	Pg. 45

Retirees	Letter #7	Pg. 64
Reversion:	12.06	Pg. 39
Layoffs and Rehires	11.05, 11.06	Pg. 36
Posting and Filling Vacancies	12.0	Pg. 37
Schedule of Wages:	Wage Appendices	Pg. 52
Apprentices	Appendix III	Pg. 53
Dual Trades	Appendix II	Pg. 53
Electrical System Operators	Appendix IV	Pg. 54
Electrical and Water System Support	Appendix VI	Pg. 56
Foremen	Appendix I	Pg. 52
Strathmore & Chestermere Operations	Schedule of Wages	Pg. 80
Strathmore & Chestermere Support	Schedule of Wages	Pg. 82
Trades	Appendix I	Pg. 52
Water System Operators	Appendix V	Pg. 55
Shift Differential	6.09	Pg. 17
Short-term Incentive	Letter #6	Pg. 63
Stacking of Premiums	6.14	Pg. 19
Standby	6.10	Pg. 17
Standby for Temporary Out of Town Work	6.11	Pg. 19
Statutory Holidays	8.01	Pg. 21
Strathmore and Chestermere Water and Wastewater Utility Operations	Addendum #4	Pg. 77
Supplementation of Compensation Award	23.0	Pg. 50
Technological Change	11.08	Pg. 37
Temporary Assignment	6.08	Pg. 17
Tool Allowance	6.16	Pg. 20
Training	21.0	Pg. 50
Travel:		
Expenses	15.03	Pg. 44
Time	15.04	Pg. 45
Trouble Crews	Addendum #3	Pg. 75
Union Security	5.0	Pg. 11
Vacation:		
Annual	8.02	Pg. 23

Vacation Year Definition	3.18	Pg. 9
Wages	7.01	Pg. 20
Water Treatment Plants	Addendum #1	Pg. 70
Wind-up of Former Income Replacement Plan – Applies only to former City of Edmonton employees	Letter #8	Pg. 68
Working Conditions	6.0	Pg. 12
Workforce Reductions	11.03	Pg. 35

Signed this _____ 17th _____ day of _____ October _____, A.D. 2013

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