

2004 - 2006 Collective Agreement

between

EPCOR Utilities Inc.

(hereinafter called the “Company”)



-and-

Canadian Union of Public Employees Local 30

(hereinafter called the “Union”)



Duration:

June 27, 2004 to December 23, 2006

Collective Agreement

between

EPCOR Utilities Inc.

Of the First Part

(hereinafter referred to as the "Company")

- and -

The Canadian Union of Public Employees Local 30

Of the Second Part

Duration: June 27, 2004 to December 23, 2006

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NOTES:

1. 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*”.
2. A double asterisk (**) designates a new clause and / or a new article.

Errors and Omissions

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

Collective Agreement

between

EPCOR Utilities Inc.

Of the First Part

(hereinafter referred to as the "Company")

- and -

The Canadian Union of Public Employees Local 30

Of the Second Part

(hereinafter referred to as the "Union")

Duration: June 27, 2004 to December 23, 2006

WHEREAS:

*

In the spirit of partnership the parties shall endeavour to create and maintain a positive and harmonious workplace. Such a workplace shall recognize the contributions of each individual employee and allow for a shared vision of growth and success. The parties are committed to frequent, *scheduled* and open communication, joint problem solving and to resolving disputes promptly and effectively.

In the interests of fostering a partnership between the Union and the Company, the parties agree to establish regular forums (i.e. Union/Management meetings) to encourage dialogue between the parties on the implementation, interpretation and operation of this Collective Agreement and/or the effect of Company or Union initiatives on this Collective Agreement.

The parties recognize a continuing need for representatives of EPCOR and C.U.P.E. Local 30 to meet regularly to:

- *Discuss the interpretation and application of the Collective Agreement;*
- *Engage in problem-solving on contractual issues that affect more than one Business Unit / Subsidiary Company; and*
- *Jointly support Labour-Management Forums involving C.U.P.E. Local 30 members and operational Supervisors / Managers in the Business Units / Subsidiary Companies.*

The following Collective Agreement has been mutually developed to reflect the spirit and intent arising from collective bargaining. Wherever possible the jointly prepared minutes arising from collective bargaining shall be used to assist in interpreting specific Collective Agreement verbiage. Additionally, in this Agreement (unless otherwise indicated in the context), all words in the singular shall include the plural and all words in the plural shall include the singular; words of masculine gender shall include the feminine.

NOW THEREFORE:

The Company and the Union mutually agree as follows:

1. Amendment and Termination

- 1.01. Witness that this Agreement shall become effective on the first day of the pay period following ratification and shall continue in force and effect beyond the expiration date from year to year thereafter unless terminated by written notice from either party to the other not more than one hundred and twenty (120) days nor less than sixty (60) days, prior to the expiration date. If amendment is desired the contents of the amendment shall be transmitted to the other party within the time limit set out above and the existing Agreement shall remain in force until the process of collective bargaining has been completed in accordance with the Labour Relations Code or a strike or lockout commences in accordance with the Labour Relations Code. Changes to this Agreement agreed upon by the parties hereto, however, may be made at any time, provided that such changes are properly reduced to writing and executed by the authorized officers of the parties to the Agreement.
- 1.02. The duration of this Agreement shall be for the period from *June 27, 2004 to December 23, 2006*. All items shall come into force and effect on the above specified date unless otherwise specified in this Agreement.
- *

2. Scope

This Agreement shall apply to all employees of the bargaining unit of the Union, as defined in certificate #168-97 issued by the Labour Relations Board.

3. Definitions

3.01. Accredited Representative of the Union

The words "accredited representative of the Union" when used in this Agreement shall mean any person who has been elected or appointed to represent the membership on behalf of the Union.

3.02. Banked Time Year

The words "banked time year" when used in this Agreement shall mean the calendar year, commencing January 01 and ending December 31.

3.03. Calendar Year

The words "calendar year" shall mean twelve (12) calendar months, commencing with the first day of January and ending December 31.

3.04. Classification

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

3.05. Imminent Danger

The words "imminent danger" when used in this Agreement shall mean a danger which is not normal for that occupation or a danger under which a person engaged in that occupation would not normally carry out his work.

3.06. Interpretation

In this Agreement (unless otherwise indicated in the context) all words in the singular shall include the plural and all words in the plural shall include the singular; words of masculine gender shall include the feminine.

3.07. Member

The word "member" when used in this Agreement, in reference to a specific Plan contained herein, shall mean an individual who, through the individual's employment with the Company, has entered into participation in such Plan in accordance with the requirements of such Plan and has continued to participate in such Plan.

3.08. Monthly Salary

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

3.09. Normal Retirement Age

The words "normal retirement age" when used in this Agreement shall mean sixty-five (65) years of age.

3.10. Off Days

The words "off days" when used in this Agreement shall mean those days of rest without pay which are regularly scheduled on a weekly or cyclical basis in conjunction with the employee's regularly scheduled hours of work.

3.11. Part-Time Employee

The words "part-time employee" when used in this Agreement shall mean an employee who occupies a position which is assigned working hours that are less than the regular working hours specified in this Agreement for full-time positions.

3.12. Permanent Employee

The words "permanent employee" when used in this Agreement shall mean any employee who has successfully completed the required probationary period of a permanent position and who has continued in the employ of the Company or who has otherwise become permanent in accordance with the terms and conditions of this Agreement.

3.13. Permanent Position

The words "permanent position" when used in this Agreement shall mean a position designated by the Company as permanent for the purpose of this Agreement.

3.14. Position

The word “position” when used in this Agreement shall mean a specific set of duties and/or conditions to be filled by an incumbent.

3.15. Probationary Employee

The words “probationary employee” when used in this Agreement shall mean an employee who is serving the required probationary period of a permanent position as a new employee.

3.16. Promotion

The word “promotion” when used in this Agreement shall mean the advancement of an employee to a position with a higher regular rate of pay than his present position.

3.17. Provisional Employee

The words “provisional employee” when used in this Agreement shall apply to an employee engaged in temporary service for the Company or the City of Edmonton who has worked the required hours pursuant to Article 18 of this Agreement.

3.18. Red Circled Employee

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

3.19. Regular Rate of Pay

The words “regular rate of pay” when used in this Agreement shall mean the rate of pay assigned to an incumbent of a position, within the pay range specified for the classification of such position in Appendix I of this Agreement or for any new classifications coming within the scope of this Agreement.

3.20. Shift

The word “shift” when used in this Agreement shall mean the daily hours of work assigned to a position.

3.21. Shift Schedule

The words “shift schedule” when used in this Agreement shall mean a timetable of the shifts and off days assigned to a position or group of positions which commences at the beginning of a pay period and includes one complete rotation of said shifts.

3.22. Standby

The word “standby” when used in this Agreement shall mean the availability of an employee to report to work when called.

3.23. Temporary Employee

The words “temporary employee” when used in this Agreement shall mean any employee who is filling a seasonal or established temporary position for a pre-determined period of time and who does not have permanent or provisional status in accordance with the terms of this Agreement.

3.24. Trial Term

The words “trial term” when used in this Agreement shall mean the trial period of employment of a permanent employee in a permanent position coming within the scope of this Agreement.

3.25. Vacation Year

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

3.26. First (1st.) Vacation Anniversary

The words “first (1st) vacation anniversary” when used in this Agreement shall mean the January 01st. that follows an employee’s hire date.

3.27. Vacation Anniversary Date

The words “vacation anniversary date” when used in this Agreement shall mean the date of January 01 of the year in which the employee was hired.

4. Managerial Responsibilities

4.01. Managerial Responsibilities

4.01.01. The Union recognizes that it is the function of the Company to exercise the regular and customary function of management and to direct the working forces of the Company, subject to the terms of this Agreement. The question of whether any of these rights are limited by this Agreement may be decided through the grievance procedure.

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

4.02. Discipline

4.02.01. The Company shall endeavour to apply discipline consistently and fairly to all Company employees.

- 4.02.02. The Union recognizes the right of the Company to discipline employees for proper cause.

The Company shall give an employee written notice of discharge, suspension or any other disciplinary action for just cause, stating the exact nature and details of the infraction. Copies of notices of discharge, suspension or any other documented disciplinary actions shall be provided to the Union prior to such discipline being applied. These notices and any other disciplinary actions may be the subject of a grievance and processed in accordance with the grievance procedure of this Agreement.

- 4.02.03. Where an employee is required to meet with a representative of the Company for the purposes of applying discipline to said employee, the employee shall, should they so desire, be entitled to have a Union representative present during such meeting. The Company shall so inform the employee prior to such meeting taking place, of their right to Union representation. If Union representation is desired by the employee then reasonable efforts shall be made by both parties in scheduling the meeting so that Union representation can occur. However, after reasonable efforts have been made, should a Union representative not be available to attend the meeting, the Company shall not be prevented from taking disciplinary action.

4.02.04.

4.02.04.01. Past disciplinary notices shall be deemed void after an employee has maintained a clear record with no infractions for twenty-four (24) months. After the twenty-four (24) month period, the disciplinary notices shall be removed from the employee's Personnel file.

4.02.04.02. *In disciplinary actions involving serious misconduct, the Union and the Company may mutually agree to increase the period that past disciplinary notices are deemed void and removed from the employee's Personnel file.*

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

- 4.02.06. Where a supervisor documents an oral reprimand which was given to an employee, the employee shall be made aware of such documentation.

- 4.02.07. Grievances arising from discharges shall be initiated at the Formal Review Phase of the Dispute Resolution Process outlined in this Agreement.

4.03. *Discipline/Corrective Action*

**

With respect to discipline/corrective action the parties mutually agree to the following:

- 4.03.01. *In the current discipline/corrective action process, the Company shall consult with the Union before any decisions are made regarding "Corrective Action", in order that the Union can provide their input and perspective prior to the Company making decisions and taking action.*

- 4.03.02. *It is understood that "Corrective Action" is an attempt to make positive changes in an employee's behaviour and/or performance and may include the application of punitive or non-punitive discipline.*
- 4.03.03. *It is further understood, that when practical and appropriate, the Union may be involved with Company representatives in a proactive manner prior to the application of "Corrective Action". This may include the Union Representative (Business Agent / Shop Steward) being involved in the investigation process, the review and development of interests and options to resolve the matter and achieve a commitment to a specific course of "Corrective Action".*
- 4.03.04. *The Company agrees to keep the Union informed regarding the development of any Company Policy regarding "Corrective Action" or revisions to the existing Company Discipline Manual.*

5. Union Security

5.01. Recognition

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

5.02. No Discrimination

The Union and the Company will make every reasonable effort to ensure that employees are able to work in an environment free of harassment and neither party shall discriminate against any employee by reason of age, race, creed, colour, national origin, place of residence, political or religious affiliation, sex, or marital status, nor by reason of their membership or activity in the Union, except where otherwise provided for by the provisions of this Agreement or by countermanding legislation.

5.03. Check-Off of Union Dues

5.03.01. The Company agrees to deduct Union dues (as shall be decided by the Union) from the wages of all employees covered by this Collective Agreement. The Union shall specify the dues' deduction desired in terms of either a standard formula or a standard dollar value which is to be deducted from all employees. Where the Union indicates an alteration of the dues' structure is required, the Union shall provide written notice to the Company of the alterations desired not less than thirty (30) days prior to the desired implementation date. Deductions shall commence with the first pay period and shall be forwarded to the Union at the end of each pay period together with a list of employees from whom deductions have been made.

5.03.02. Regular deductions for Union dues shall continue to be made from the Long Term Disability benefit payable to the member.

5.03.03. *In the event that a member is not receiving regular pay (i.e. leave without pay up to thirty (30) days, suspension without pay or suspension), dues will be deducted from their next regular pay.*

5.03.04. *When there are arranged long term leaves over thirty (30) days where the employee
** does not receive regular wages, the employee is responsible to make payment
arrangements through the Union.*

5.04. List of Union Officials

The Union shall inform the Company in writing as to the names and addresses of its officers, negotiating committee members, shop stewards and any other persons who are authorized representatives of the Union in matters which are appropriate under the provisions of this Agreement. The Union shall also inform the Company in writing of any changes to such list on receipt of same by the Union.

5.05. Union Access to Work Areas

Upon approval of the appropriate Manager or their designate, representatives of the Union shall be allowed access to areas where employees within the scope of this Agreement are working, provided said representatives inform the appropriate Manager or their designate of their reason for access and such access does not interfere with the regular operation of the Subsidiary Company, Business Unit or section thereof.

6. Working Conditions

6.01. Hours of Work

Employees scheduled to work a five (5) day, forty (40) hour work week, shall be subject to the specific provisions of Clause 6.01. of this Agreement.

Employees working Alternate Hours of Work shall be subject to the specific provisions of the Alternate Hours of Work – Shift Schedules Addendum. Articles in the Addendum supersede various provisions of the main body of the Collective Agreement.

Alternate Hours of Work are any shift schedule which incorporates daily hours of work in excess of eight (8) hours per day.

6.01.01. Subject to the specific provisions of this Agreement, employees shall be scheduled to work a five (5) day, forty (40) hour work week, the five (5) days being consecutive, where practicable.

6.01.02. Day Shift

The hours of work for employees engaged in the day shift shall be any nine (9) consecutive hours, including one (1) hour off for lunch; or any eight and one-half (8 1/2) consecutive hours, including one-half (1/2) hour off for lunch; or by mutual agreement between the parties to this Agreement, in instances where employees are required in attendance at their worksite during lunch, any eight (8) consecutive hours, including adequate time off for lunch, between 05:00 and 18:00 hours (5:00 a.m. and 6:00 p.m.) for five (5) days per week. Changes in the hours of work for the day shift shall not constitute a change of shift provided that such hours of work are consistent with the preceding provisions set forth in this Clause (6.01.02.) and provided that not less than twelve (12) hours notice is given to the employee.

6.01.03. Afternoon Shift

The hours of work for those employees engaged in a shift, the major portion of which falls between 16:00 and 24:00 hours (4:00 p.m. and 12:00 midnight), shall be any eight (8) consecutive hours, including adequate time off for lunch, for five (5) days per week.

6.01.04. Midnight Shift

The hours of work for those employees engaged in a shift, the major portion of which falls between 24:00 and 08:00 hours (12:00 midnight and 8:00 a.m.), shall be any eight (8) consecutive hours, including adequate time off for lunch, for five (5) days per week.

6.01.05. Employees who are engaged in work required to be done each and every day of the week and who work in relays with regular changes of shift from day to afternoon, afternoon to midnight, midnight to day, or as the case may be, shall work five (5) days per week; except that on said regular change of shift, an employee might be required to work six (6) days in that week which said regular change of shift takes place and, in this event, he shall be allowed another day off to compensate for the day off missed due to the change. This day off will precede or follow his regular off day, where practicable. Insofar as the efficient operation of the Company will permit, employees shall work any eight (8) consecutive hours including adequate time for lunch per shift.

6.01.06. The hours of work stated in Clauses 6.01.01., 6.01.02., 6.01.03., 6.01.04. and 6.01.05. are stated solely for the purpose of calculating overtime.

6.01.07. Except as provided for in Clause 6.01.09., where a change of shift is required due to conditions of the service, the following conditions shall apply on the first day of the change:

6.01.07.01. Twenty-four (24) hours notice must be given of the change prior to the commencement of the new shift.

6.01.07.02. There must be a minimum of eight (8) hours between shifts.

6.01.07.03. The employee must not have worked previously in the calendar day of the first shift worked.

6.01.07.04. If any of the conditions of Clause 6.01.07. are not fulfilled, the employee will receive overtime pay at two (2) times his regular rate of pay for the first shift worked. The foregoing shall not be prejudiced by overtime worked.

6.01.08. Drivers who pick up vehicles at the garage and arrive at the job by the normal commencement time of their day shift and leave at the normal completion time of their day shift will be paid fifteen (15) minutes in the morning and fifteen (15) minutes at night at two (2) times the regular rate of pay for such duties. Where an employee is required to pick up or return a vehicle in excess of fifteen (15) minutes prior to or on the completion of his day shift, he will be paid thirty (30) minutes in the morning and thirty (30) minutes at night at two (2) times the regular rate of pay for such duties.

6.01.09. Shift Schedules

All shift schedules shall be posted and maintained in a prominent place readily available to the employees concerned. Shift schedules shall adhere to all regulations in this Agreement unless prior agreement by the Union has been obtained in writing. Newly developed shift schedules shall be posted seven (7) working days prior to implementation.

6.01.10. Rest Periods

Employees shall be permitted a fifteen (15) minute rest period midway during the first and second four (4) hour period of their shift.

6.01.11. Wash-Up Time

Employees working in direct contact with raw sewage will be allowed wash-up time of ten (10) minutes before lunch and ten (10) minutes before the end of the shift, unless adequate wash-up facilities are provided at the job site.

6.02. Overtime Work

6.02.01. When the Company requires overtime work, it shall first determine if its requirements can be met from those employees willing to work overtime and only in the event of insufficient qualified employees being available will the Company be able to direct employees to work overtime. All scheduled overtime shall be distributed as evenly as possible among employees in their respective jobs. The Company shall advise employees of an overtime requirement within a reasonable period of time of the overtime need arising.

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

6.02.03. An employee called out for emergency work outside his shift, but not immediately preceding it, shall receive not less than two (2) hours pay at two (2) times his regular rate of pay. Calls within two (2) hours of each other shall be considered as one call for the purpose of computing minimum pay for an employee called out.

6.02.04. Where an employee is required to work overtime and receives less than four (4) consecutive hours off duty in the eleven (11) hour period immediately prior to the commencement of his regular hours of work, that employee shall continue to be paid at two (2) times his regular rate of pay for the hours worked, until such time as he is relieved from duty, for not less than four (4) consecutive hours. An employee relieved from duty shall be paid at his regular rate of pay for his regular hours of work which fall within the prescribed relief period.

6.02.05. An employee required to work overtime following the completion of his scheduled hours of work shall be eligible for a lunch break of one-half (1/2) hour without loss of pay, following completion of two (2) hours overtime, provided overtime is to continue. If the conditions of the service require otherwise, the supervisor shall assign the lunch period. In the event that overtime continues, such an employee shall become eligible for further lunch breaks, without loss of pay, at intervals of four (4) consecutive hours following the completion of the previous lunch break, provided that overtime is to continue. Regardless of the time of the initial lunch break, it shall be deemed to have been taken after the completion of two (2) hours of such overtime work.

6.02.06. *Employee Fatigue*

**

Employee hours of work will be confined within a period of twelve (12) consecutive hours in any one workday.

At no time will an employee work more than sixteen (16) consecutive hours in any one workday.

An employee who works an unscheduled shift during the twelve (12) hour period immediately preceding their regularly scheduled shift will receive a minimum of eight (8) hours of rest prior to the beginning of their regularly scheduled shift. If this rest period extends into an employee's regularly scheduled shift; the rest period will be without loss of pay. After the rest period, the employee may work or alternatively may choose to use banked time, vacation time or time off without pay for the remaining hours of their scheduled shift.

The Company will ensure that each employee has at least one (1) day of rest in each workweek (seven (7) consecutive calendar days), or two (2) consecutive days of rest in each period of two (2) consecutive work weeks.

The Company must authorize extended hours of work. In extreme emergency situations, it is understood that the Company may authorize hours of work beyond sixteen (16) consecutive hours in order to meet the operational demands for the urgent and /or emergency work situations.

6.03. Banked Time

6.03.01. An employee shall have the option to receive overtime, or pay for work on off days, or pay for work on statutory holidays at his regular rate of pay and credit an equal dollar amount to his banked time or to credit the total dollar amount to his banked time.

6.03.02. The time equivalent of dollar amounts in an employee's overtime bank may be scheduled as time off, as mutually agreed to by the employee and the Company.

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

6.03.04. An employee's banked time credits may be paid off in cash, instead of as time off, at the employee's discretion, except as provided for in Clause 6.03.05.

- 6.03.05. * On or before the second pay period of *November* each year, an employee's banked time shall not exceed the time equivalent of eighty (80) hours. Amounts in excess of eighty (80) hours shall be paid to the employee.

Effective December 25, 2004 the following shall apply:

On or before the second pay period of November each year, an employee's banked time shall not exceed the time equivalent of forty (40) hours. Amounts in excess of forty (40) hours shall be paid to the employee.

- 6.03.06. Under extenuating circumstances, an employee may request the Company not to pay out all of their banked overtime. Such requests will be in writing, describing the extenuating circumstances and the time equivalent the employee wishes to retain in their bank. The Company will provide a written response to such requests.

6.04. Pay for Work on Off Days

An employee required to work on an off day shall be paid at two (2) times his regular rate of pay for all hours worked. The provision for minimum call-out time specified in Clause 6.02.03. and the overtime continuance provision specified in Clause 6.02.04. shall be applicable in this section.

6.05. Pay for Work on Statutory Holidays

- 6.05.01. An employee required to work on a recognized statutory holiday for which he is eligible shall be paid two (2) times his regular rate of pay for each hour worked.
- 6.05.02. The provision for the minimum call-out time specified in Clause 6.02.03. and the overtime continuance provision specified in Clause 6.02.04. shall be applicable in this section.
- 6.05.03. The provisions in this section of the Agreement shall supersede the provisions of the sections of this Agreement covering overtime and off day premium.

6.06. Temporary Change of Duty

- 6.06.01. All employees shall be assigned to a position which has assigned to it a regular rate of pay according to the classification of such position. When an employee works two (2) or more hours per shift at work at a higher classification, other than that which corresponds to the classification of his assigned position, he shall be paid the regular rate of pay of the classification of the work performed for the time he is engaged in such work.

In instances where multiple rates have been assigned to the position to be relieved, the relieving employee shall receive a rate of pay within the assigned range of said position which allows for a minimum of the next higher rate above his regular rate of pay of his staff-formed position, as outlined in Appendix I.

- 6.06.02. Overtime work shall be compensated at two (2) times the regular rate of pay of the higher class, after the employee has worked two (2) or more hours in that higher classification, unless the employee has been compensated for his full shift at a higher classification and continues in such classification for the duration of the overtime work.

6.06.03. Overtime work shall be compensated at two (2) times the regular rate of pay of the higher class, after the employee has worked two (2) or more hours in that higher classification, unless the employee has been compensated for his full shift at a higher classification and continues in such classification for the duration of the overtime work.

6.07. Shift Differential

6.07.01. * Those employees who work a scheduled shift, one-half (1/2) or more of which falls between 16:00 and 08:00 hours (4:00 p.m.- 8:00 a.m.) shall receive a shift differential of one dollar and *thirty-five* cents (\$1.35) per hour for said shift. An employee shall not be eligible for shift differential for hours worked at premium rates, except that employees shall be eligible for shift differential for applicable shifts worked on statutory holidays.

Effective December 26, 2004 the premium shall be increased to one dollar and fifty-five cents (\$1.55).

Effective December 25, 2005 the premium shall be increased to one dollar and seventy-one cents (\$1.71).

6.08. Reporting Pay

The provisions of this Article shall only apply to those periods which are unforeseen and intermittent, and shall not be construed as a layoff.

6.08.01. Employees who either report for work and are sent home before engaging in work or are required to attend a seminar, or who are intermittently instructed not to report for work, shall be paid two (2) hours' reporting pay in accordance with the following:

6.08.01.01. Permanent employees shall be paid reporting pay at the regular rate of pay for the position to which they are permanently appointed or serving a required probationary period or trial term thereof.

6.08.01.02. Provisional employees and temporary employees shall be paid reporting pay at their regular rate of pay established in accordance with the provisions of this Agreement for fringe benefit entitlement purposes.

6.08.01.03. The provisions of Clause 6.08.01. shall not apply for any part of a period in excess of five (5) consecutive working days except when such period is due to weather conditions.

6.08.02. An employee who has reported for work and has been advised that there is no work may be required to attend Company seminars on work procedures, training or safety.

6.08.03. An employee who reports for work and is employed, or required to attend a seminar for two (2) or more hours in any half (1/2) day before being released from duty, shall receive four (4) hours' pay at his regular rate of pay.

6.09. Standby Service

Standby service may be maintained as required in the Subsidiary Companies or Business Units

coming within the scope of this Agreement.

6.10. Standby Pay

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

6.10.01.01. Evening to morning, weekdays, weekends and off days and statutory holidays – nineteen dollars (\$19.00) per day or one hundred and thirty-three dollars (\$133.00) per week.
*

6.10.01.02. The provisions specified in Clauses 6.02., 6.04., and 6.05. shall apply to this section in respect to hours worked outside of the employee's shift schedule when an employee is called out to the worksite.

6.10.01.03. In addition, when an employee is called out to the worksite, he shall be paid the applicable overtime rate for any work done.
*

6.11. Weekend Work Premium

6.11.01. An employee who works a scheduled shift, the major portion of which falls on a Saturday, shall be paid at one and one-eighth (1 1/8) times his regular rate of pay for those scheduled hours only, provided that said Saturday does not constitute one of his off days, a recognized statutory holiday, or an overtime shift.

6.11.02. An employee who works a scheduled shift, the major portion of which falls on a Sunday, shall be paid at one and one-eighth (1 1/8) times his regular rate of pay for those scheduled hours only, provided that said Sunday does not constitute one of his off days, a recognized statutory holiday, or an overtime shift.

6.12. Cold Weather Premium

Employees who are required to work outdoors in -25°C (-13°F) or lower temperatures (including wind-chill factor) shall be paid an allowance of fifty (50) cents per hour in addition to their hourly rate. The allowance shall be paid for each hour the employees are required to perform the outdoor work.

6.13. Equipment Operator Training Premium

An Equipment Operator who is assigned to prepare and develop course materials for use in equipment operator training or who is assigned to present either the theoretical or experiential portions of the training courses, shall receive an additional one dollar (\$1.00) per hour in addition to their basic rate of pay when they are performing these training related functions.

Updating and/or developing procedures, work standards, rules and regulations, and on the job training are excluded for the purposes of this provision.

6.14. Leadership / Responsibility Premium

*

Those employees from either EPCOR Water Services Inc. who provide management of external contracts and provide the required decision making, leadership and responsibility to effectively manage these contracts shall receive an additional *two dollars (\$2.00)* per hour *effective December 28, 2003* in addition to their basic rate of pay when they are performing these leadership functions.

This premium shall be paid to employees based on the approval of their management supervisor and in accordance with the Company's guidelines for payment of this premium.

7. Remuneration

7.01. Wages

7.01.01. The rates of pay established in Appendix I shall apply during the term of this Agreement. Employees shall be paid on or before every second Tuesday.

7.01.02. An employee who, for any reason other than paid vacation leave, has been absent or unable to perform his assigned duties for a period of thirty (30) or more consecutive calendar days shall have his anniversary date, for wage increment adjustment purposes, extended by the number of consecutive calendar days of such absence.

7.01.03. If an error results in the under payment of an employee's pay, the Company shall provide a correcting payment to the employee within a reasonable period. Errors resulting in an overpayment to an employee shall be recovered within a reasonable period.

7.01.04. It is the individual employee's responsibility to complete their time card/sheet accurately and within the required time frame.

7.01.05. It is the Foreman/Supervisor's responsibility to validate and approve the employee's time card/sheet.

7.01.06. The Foreman/Supervisor shall make every reasonable attempt to consult with an employee prior to altering his or her time card/sheet. Where this does not occur, the Foreman/Supervisor shall consult with the employee at the earliest opportunity, after making such alteration.

7.02. Retroactive Pay

7.02.01. Past employees who were in the service between the expiration date of the previous Agreement and the date of the signing of this Agreement shall be entitled to any retroactive adjustment of the regular rate of pay applied as a percentage of gross earnings earned during the retroactive period, which are accumulated on the basis of the regular rate of pay or any application thereof, provided they apply for same in writing within sixty (60) calendar days of the signing of this Agreement.

7.02.02. Employees in the service as of the signing of this Agreement shall be eligible for a retroactive payment of wages only to *December 28, 2003*, based on their employment in a classification or classifications listed in Appendix I of this Agreement, in accordance with the following:

NOTE: The parties agree that for this Agreement retroactivity of wages will be as specifically provided in the Memorandum of Agreement signed in respect to Appendix I.

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

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

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

7.03. Dually Qualified Tradesmen

A tradesman, who is qualified in separate and distinct trades and who is required by the Company to utilize those qualifications in the course of his duties, shall be reimbursed two and one-half percent (2 ½%) higher than the highest regular rate of pay listed in Appendix I of this Agreement, which is paid to tradesmen qualified in the trades required.

8. Fringe Benefits

8.01. Statutory Holidays

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

New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day (July 01), Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day (December 26), Alberta Family Day and any other holiday which the Company allows employees as a whole.

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

New Year's Day, Good Friday, Victoria Day, Canada Day (July 01), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Alberta Family Day.

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

- 8.01.04. All employees shall receive the recognized statutory holidays for which they are eligible. Such employees shall receive the recognized statutory holiday with pay, or other days with pay in lieu of the holidays, or pay in lieu. Days with pay in lieu of the holiday shall be at a time mutually agreed to by the employee and the supervisor. In the event that the mutual Agreement is not reached, the employee shall be allowed a day in lieu of the holiday at a time determined by the Company. Where such a day is not provided, the employee shall receive a day's pay in lieu of the holiday.

- 8.01.05. To receive the holidays, employees must be available for work in accordance with the shift preceding, during and following the designated day for observance of the holiday.

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

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

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

8.02. Annual Vacation Leave Entitlement

- 8.02.01. Annual Vacation Leave shall be advanced to permanent and probationary employees in full on the first (1st.) 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 Clause 8.02.02.
- 8.02.02. A full-time permanent or probationary employee shall be entitled to annual vacation leave on the following basis :
- The Annual Vacation Leave for an employee's first year with the Company shall be a pro-rated amount based on the employee's start date, to the end of December of the calendar year which the employee was hired as per the following formula:
$$120 \text{ Working Hours} \times \frac{\text{Remaining Days in the Calendar Year}}{365 \text{ Calendar Days per Year}}$$
 - An employee's First Vacation Anniversary shall be the January 1st that follows the employee's hire date. Thereafter, subsequent vacation anniversaries shall be on January 1st each year.
 - One hundred and twenty (120) working hours on or after their first (1st.) Vacation Anniversary.
 - One hundred and sixty (160) working hours on or after their seventh (7th.) Vacation Anniversary.
 - Two hundred (200) working hours on or after their sixteenth (16th.) Vacation Anniversary.
 - Two hundred and forty (240) working hours on or after their twenty-second (22nd.) Vacation Anniversary.

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

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

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

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

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

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

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

8.02.06. A list showing the vacation leave which employees shall be eligible for in the succeeding vacation year will be posted on appropriate bulletin boards by February 1 of each calendar year. Any employee who fails to indicate a choice by March 15 will have waived his right to choose his vacation period over other employees. Between March 16 and April 1, the vacation time schedule for all eligible employees will be completed and posted in each work location. The employee's duration of continuous employment with the Company will be given preference in the preparation of this schedule but will apply to only one vacation period each vacation year.

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

- 8.02.08. When a full-time temporary or provisional employee is appointed to the permanent staff, the employee's length of service for vacation leave entitlement purposes shall be established by adding together the total number of pay periods employed with the Company as a full-time, provisional or temporary employee and dividing by twenty-six point one (26.1). The result thus obtained shall constitute the years of service and these, added to subsequent continuous years of service, shall constitute the years of continuous service for vacation entitlement purposes as provided in this Agreement. However, the months employed as a temporary or provisional employee which occur prior to a break in employment of twelve (12) continuous months shall not be used in ascertaining years of service for vacation leave purposes. In addition, the employee's Vacation Anniversary Date shall be adjusted consistent with Clause 8.02.02.
- 8.02.09. 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 the vacation to which he is entitled in any vacation year because of sickness and/or accident, he shall carry over his entitlement to the following vacation year or succeeding vacation years.
- 8.02.10. If a recognized statutory holiday, for which an employee is eligible, occurs during a period of annual vacation of that employee, he shall receive an additional eight (8) hours off, or pay in lieu thereof for eight (8) hours, as mutually agreed between the Company and the employee.
- 8.02.11. An employee who has been absent from work without pay for more than one (1) complete pay period shall have his annual vacation leave entitlement reduced on a pro-rata basis to reflect the absence in excess of one (1) complete pay period.
- 8.02.12. 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.
- 8.02.13. Permanent or probationary employees in receipt of Long Term Disability benefits shall have their annual vacation leave entitlement reduced on a pro-rata basis to reflect the length of time they were in receipt of Long Term Disability benefits until the employee returns to work for the Company in any form of remunerated employment.
- 8.02.14. If an employee produces medical evidence, satisfactory to the Company, proving that they were incapacitated to the extent which required him 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.
- 8.02.15. A permanent or probationary employee on annual vacation shall be eligible for bereavement leave in accordance with the applicable bereavement leave provisions in this Agreement.

8.02.16. * 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 *assessment* of the Director, the period of vacation leave chosen by an employee conflicts or interferes with the efficient operation of the Company, the Director will give such employee at least one (1) month's notice thereof, where practicable, and such employee shall have the right to choose an alternative period in consultation with the Director. In the event that the employee does not choose an alternative period, the Director shall assign the vacation period.

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

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

8.02.18. An employee promoted or transferred from one Company to another shall not exercise his seniority for the purpose of vacation choice during the first vacation year of employment in the new Company.

8.02.19. *Voluntary Return from Vacation*

**

The parties agreed in principle to the following:

- *if an employee places his/her name on a voluntary call-out list, and while on scheduled vacation agrees to report to work for what would have been his/her regular shift, then the employee will receive their regular pay, and the vacation will be re-credited;*
- *if an employee places his/her name on a voluntary call-out list, and while on scheduled vacation agrees to report to work outside of their regular scheduled hours of work, then normal call-out premiums and allowances will apply.*

8.02.20. *Additional Vacation for Shiftworkers*

**

Employees who worked a minimum of seventy-five (75) twelve (12) hour shifts in the previous calendar year shall be eligible for additional vacation credits to compensate them for the time they spend at work at shift exchange time. The extra vacation shall be available as follows:

*2004 – 24 hours
2005 – 32 hours
2006 – 40 hours*

8.03. Leave of Absence

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

8.03.02. Leave with Pay

8.03.02.01. The Company shall grant leave of absence with pay to employees representing the Union in accordance with the following provisions:

8.03.02.01.01. An accredited 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, conciliation or mediation meetings in the establishment of a new Collective Agreement. It is understood that no more than four (4) employees from the Union will be granted leave with pay for the purpose of attending said meetings on behalf of the Union and that the Director of Employee Relations and Safety – EPCOR will be advised in writing of the names of the accredited employees at least thirty (30) calendar days prior to the earliest opening date of the Collective Agreement.

Note: See Letter of Understanding – Paid Leave for Collective Bargaining.

8.03.02.01.02. If an accredited representative of the Union is required to investigate or meet with Company representatives or attend a hearing to discuss a grievance during working hours, they shall be granted leave with pay subject to suitable arrangements with their immediate supervisor concerning their own work responsibilities. If the employee who is grieving is required to attend a hearing, they shall be granted leave with pay.

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

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

8.03.03. Leave without Pay

- 8.03.03.01. Insofar as the efficient operation of the Company permits, an employee elected as a delegate to Union conventions, seminars or training sessions may be granted leave of absence without pay, such approval not to be unreasonably withheld.
- 8.03.03.02. Leave of absence without pay for full-time Union employment shall be granted under the following conditions:
 - 8.03.03.02.01. In the event that an employee becomes a full-time official of the Union, he shall be granted leave of absence for the purpose of carrying out the duties of his office and shall retain his seniority in the Company as if he had remained in continuous employment therein. He shall have the right, at any time, upon giving one (1) month's notice, to return to his previous position or to such other position to which he may be promoted by reason of seniority and ability.
 - 8.03.03.02.02. Such an employee shall make regular contributions to the Charitable Assistance Fund, Pension Fund and all employee benefits, participating in same as would a permanent employee of the Company. His contributions to these benefits shall be based on his earnings during his full-time employment with the Union, who shall pay the Company's portion, making due allowance for changes in his marital status and number of dependants.
- 8.03.03.03. Other leaves of absence without pay may be granted, at the discretion of the Company, to an employee.

8.04. Bereavement Leave

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

When death occurs in the employee's immediate family – that is, current spouse, parent, grandparent, grandchild, guardian, parent of current spouse, child or ward, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent of current spouse, or a related dependent of the employee, the employee, on request, shall be excused for any three (3) regularly scheduled consecutive working days without loss of pay at the employee's regular rate of pay, provided the employee attends the funeral. Such leave shall extend past the day of the funeral if there is a demonstrated need for the leave. However, in no event shall such leave exceed the three (3) working days.

- 8.04.02. One-half (1/2) day's leave with pay to attend funeral services of persons related more distantly than those listed in Clause 8.04.01. shall be granted upon request. Upon demonstrating the need for additional time due to extenuating circumstances, this leave shall be extended up to one (1) day.
- 8.04.03. The word "funeral" when used in respect of bereavement leave shall include the initial memorial service which is held in conjunction with a cremation.
- 8.04.04. The term "extenuating circumstances" may include travelling time, shift schedule conflicts, or such other reasons which may be applicable to the individual circumstance.
- 8.04.05. A permanent or provisional employee on leave of absence other than annual vacation leave shall not be eligible for bereavement leave.

8.05. Compensation for Witness and Jury Duty

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

8.06. Maternity and Parental Leave

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

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

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

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

- 8.06.04. Maternity leave shall be for a maximum period of fifteen (15) weeks. Parental leave shall be for a maximum period of thirty-seven (37) weeks. Birth mothers shall be eligible to combine such leave for a period of fifty-two (52) weeks. A birth mother, who takes both maternity and parental leave, must take the leaves consecutively.
- 8.06.05. Maternity leave shall be applied for in writing at the earliest possible date, but not less than six (6) weeks prior to the date maternity leave is to commence. Such leave may commence at any time up to twelve (12) weeks prior to the estimated date of delivery. If a female employee is unable to perform the duties of her position or such alternate position as may be made available, for which she is qualified, and in the absence of any valid, health-related disability attributable to the pregnancy, the employee shall be required to immediately commence maternity leave in accordance with the applicable provisions of the Employment Standards Code.
- 8.06.06. Parental leave shall be applied for in writing not less than six (6) weeks prior to the commencement of such leave. Parental leave can begin at any time after the birth or adoption of the child but it must be completed within fifty-two (52) weeks of the date of birth, or the date an adopted child is placed with the parent.
- 8.06.07. Except in the case of employees as stipulated below, maternity/parental leave shall be without salary or sickness allowance, but employees in such leave will not lose seniority.

Employees who are members of the Company's Disability Plans as provided for in this Agreement and provide medical evidence satisfactory to the Company to substantiate their disability for the valid, health-related portion of their pregnancy may, subject to the terms of the Company's Supplemental Unemployment Benefits Plan (SUB Plan), qualify for SUB Plan benefits for the duration of the valid, health-related period. Receipt of such SUB Plan benefits shall commence no sooner than the date of delivery, subject to the provisions contained in the SUB Plan. Employees who are members of the Company's Disability Plans and who otherwise do not meet the conditions for eligibility for SUB Plans during the valid, health-related portion of their pregnancy will be governed by the terms of the Company's Disability Plans.

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

- 8.06.08. 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 or unless the failure to report is the result of unforeseen or unpreventable circumstances, they shall automatically be deemed to have terminated their employment when said period expires.

- 8.06.09. Employees returning from maternity/parental leave within the approved period shall be given the same position at their current rate of pay, and shall provide as much notice as possible, but not less than four (4) weeks notice to the Company of their return to work. If the same position is not available then a comparable position will be found.
- 8.06.10. Employees who choose to carry benefits while on leave of absence are required to pay both the Company and the employee portions of applicable benefits when employees are granted leaves of absence without pay in excess of ten (10) consecutive working days. Arrangements are to be made prior to the commencement of the leave through the payroll section.

8.07. Health and Welfare Benefits

8.07.01. Employees covered by this Collective Agreement shall be bound by the conditions specified in the EPCOR Utilities Inc. Benefit Agreement (signed *October 30, 2003*) and shall be eligible for benefits in accordance with provisions of the plans.

8.07.02. Pension benefits and terms and conditions relative thereto are as set forth in the Public Sector Pension Plans Act (1993), the schedules and regulations thereto. All eligible employees shall participate in this plan and make required contributions by payroll deductions.

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

The Company shall provide five (5) paid sick days per benefit year to provisional employees. These sick days shall be paid at one hundred percent (100%) of the employee's regular wage/salary.

After three (3) incidents of absence in a benefit year, payment of this benefit will be reduced to eighty percent (80%) of an employee's regular wage/salary for each day of absence.

8.08. Clothing

8.08.01. The Company shall issue clothing to employees in accordance with the clothing allowance schedule contained in Appendix IV. Clothing shall be issued on an as-required basis when the employee demonstrates fair wear and tear.

8.08.02. Clothing issued on an as-required basis shall remain the property of the Company and may be subject to return upon termination of employment.

8.09. Fringe Benefit Entitlement for Priced or Dually Classified Employees

8.09.01. An employee priced up to different classifications during the calendar year or dually classified shall receive his annual vacation leave, statutory holidays and sick leave benefits according to the regular rate of pay of his staff-formed position. An employee achieving permanent, probationary or provisional status during the year, who is priced up to different classifications for the majority of the calendar year or who is dually classified, shall be compensated retroactively in the following calendar year for annual vacation leave, statutory holidays and sick leave benefits, according to the rate of pay assigned the classification, included in Appendix I of this Agreement, which corresponds to the classification he occupies most during the calendar year. This provision shall apply to only those employees who are in the employ of the Company for the majority of the calendar year.

8.09.02. Eligible employees shall be compensated on an annual basis in a lump sum to be paid on the first full pay period ending in *April* of each year.

8.09.03. When an employee is appointed to relieve in a higher paid classification for a period reasonably foreseen to be of three (3) months, he will be staff-formed into the higher paid classification in order to receive benefits at the higher rate of pay.

8.10. Safety Boot Subsidy

* Where the conditions of employment demand or require the use of C.S.A. approved safety boots or shoes, employees shall receive a subsidy every three (3) years in the amount of *seventy five* percent (75%) of the cost of such safety boots or one hundred *and fifty* dollars (\$150.00) for each pair of boots purchased, whichever is the lesser. An employee who has received a safety boot subsidy and who requests a subsequent subsidy within the three (3) year period shall show just cause outlining why they should receive a subsequent subsidy and may be granted a subsequent subsidy under exceptional circumstances. An employee who does not complete thirty (30) days continuous employment with the Company shall not be eligible for a safety boot subsidy.

8.11. Parking

The Company agrees that, where an employee is provided parking with plug-ins, the employee shall pay a rate not to exceed three dollars (\$3.00) per month for the use of such stall and that, where plug-ins are not available there shall be no charge for the use of such stall.

8.12. *Basic Tool Kit*

* The Company may require journeymen and apprentices to supply necessary tools in order to perform their assigned functions effectively and safely. The *Basic Tool Kit* is specified in Appendix III.

9. Employment

9.01. The normal probationary period for new or temporary employees hired into permanently established positions shall be six (6) months. These probationary employees shall have no access to the Dispute Resolution Process in Article 14 during the first three (3) months of the probation period. During their three (3) to six (6) months of probation, these employees shall have access to the Dispute Resolution Process in Article 14 – up to and including Clause 14.04.07. – the internal Formal Review Stage.

- 9.02. The normal probationary period for employees who meet the requirement for Provisional Status and who are hired into permanently established positions shall be three (3) months. During their probationary period these employees shall have full access to the Dispute Resolution Process in Article 14.
- 9.03. In certain instances, the normal probationary period may be extended to a maximum of one (1) year. In the event that the normal probationary period is extended, the employee and the Union shall be advised of the Company's valid reasons in writing. Probationary employees who have their probation period extended past six (6) months shall have full access to the Dispute Resolution Process in Article 14.
- 9.04. A formal written review will be conducted at three (3) month intervals for all probationary employees.
- 9.05. A probationary employee who does not meet the requirements of the position or for permanent status during the probationary period shall be separated from service or reverted to his former position. The employee and the Union shall be notified in writing of the reason for the separation and/or reversion.
- 9.06. It shall be permissible for more than one member of a family to be employed by the Company, except that no employee shall be in direct or indirect supervision of another member of his immediate family.

10. Promotions

- 10.01. In making promotions within the jurisdiction of the Union, the required knowledge, qualifications and skills contained in the job posting shall be the primary considerations. Where two (2) or more applicants are equally qualified to fulfil the duties of the position, seniority shall be the determining factor.
- 10.02. Employees, upon promotion, shall have a trial term of three (3) months, and in certain instances, this term may be extended to a maximum of one (1) year. In the event that the trial term is extended, the employee and the Union shall be advised of the Company's valid reasons.
- 10.03. During the trial term, an employee may revert to his former position or may be reverted by the Company.
- 10.04. Tests will be relevant to the position applied for.

11. Layoffs and Rehires

- 11.01. In the event that the Company identifies the need to implement lay-offs, the following provisions shall apply.

Prior to the lay-off of permanent employees, temporary and then provisional employees within the affected class will be laid off.

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

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

Prior to reducing the number of permanent positions and displacing or laying off permanent employees the parties agree to jointly explore alternatives to lay-off and options for providing support to displaced/laid off permanent employees.

Employees potentially affected shall be advised to assist in exploring appropriate alternatives to lay-off.

Permanent employees who are displaced from their permanent positions or are laid off as a result of the reduction of permanent positions shall receive appropriate notice in accordance with the Employment Standards Code.

When lay-offs are to be implemented, the Company shall commence the process by first reviewing the highest level classification affected. The permanent employee who was last appointed to a position in the class to be reduced shall be the first employee removed from the classification. Employees so affected shall be eligible to revert to the next lower classification, providing that the employee is qualified and able to perform the duties of the position. Such employees shall use their overall Union jurisdictional seniority for positioning within the lower classification. The overall Union jurisdictional seniority shall become the date of the appointment to the lower classification.

In the event that an employee is unable to perform the duties of the next lower classification, is not qualified, or has less overall Union jurisdictional seniority than other incumbents, he shall continue to revert to the next lower classification until he is eligible to receive a position and is able to fulfil the duties or is ultimately laid off. Employees reverting to lower classifications shall use their overall Union jurisdictional seniority to displace an employee with less Union jurisdictional seniority.

Employees who revert to the Labourer II classification must be able to perform the duties of the position but in the event that they do not possess the formal qualifications for the position, they shall be allowed one year to acquire the formal qualifications. In the event that they do not acquire such qualifications, they will be laid off.

If, prior to the implementation of a layoff, an employee had been allowed to remain in a classification without possessing the formal educational qualifications required for the classification, then such employee shall be deemed to possess all of the formal educational qualifications for all lower level classifications.

Displaced employees who choose not to accept an alternate position or who have no alternate position to bump into as a result of the lay-off process, shall be laid off.

- 11.02. Laid off employees shall be recalled to vacant positions for which they are qualified and able to perform in the reverse order of their lay-off at any time in the twenty four (24) month period following their lay-off. The last employee laid off from a classification shall be the first employee eligible for recall.

Laid off employees who have exhausted the normal lay-off process, shall be provided a general priority throughout the Company for any vacancy for which they are qualified. General priority shall mean that permanent laid off employees will be given an interview and due consideration for vacant positions for which they apply and are considered fully qualified.

- 11.03. The layoff provisions shall not apply in those instances where the cessation of work is estimated

to be of a duration of one (1) calendar week or less. In such cases, the Company shall determine which employees shall be affected with due regard for seniority, however, it is understood that seniority in these instances shall not override bona fide operational concerns. Employees shall have the option, with the approval of the Company, to use vacation or banked overtime credits rather than be laid off for any days applicable to this clause. The Company shall also make every reasonable effort to retain employees for the duration of the short-term lay-off in other alternate work.

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

- 11.05. A permanent employee who is laid off and is subsequently rehired within twenty-four (24) months, into a temporary or permanent position shall be entitled to the benefit coverage of a permanent employee. A period of lay-off for twenty-four (24) months or less shall not affect a permanent employee's seniority and such periods shall form part of the service for the purposes of determining seniority.
- 11.06. Provisional employees who are terminated as a result of staff reductions shall be eligible for rehire into their former position following the placement of all eligible permanent employees and prior to the hiring of temporary employees into such positions.
- 11.07. Employees shall not be eligible to displace an employee in a position in a lower class if the position in the lower class will be deleted within thirty (30) calendar days.
- 11.08. When an employee reverts to a lower classification this shall not result in an increase in the employee's regular rate of pay except when a permanent employee has accepted a lower rate of pay than the rate of his former position as a result of entry into an apprenticeship program. In such circumstances, if the apprentice position is deleted in accordance with the layoff process, such employee shall be eligible to revert from his former position in accordance with the layoff process.
- 11.09. Except in cases of emergent conditions, provisional and temporary employees who have been in the service of the Company for more than thirty (30) days shall receive notice of lay-off two (2) working days prior to the effective date of lay-off. In the event that such 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.
- 11.10. Where the duration of the job is dependent upon seasonal conditions, temporary and provisional employees will be given an estimated lay-off date. Such estimated date shall satisfy the Company's obligations stated in Clause 11.09. Laid off permanent employees who are re-engaged into positions which are dependent upon seasonal conditions will be given an estimated lay-off date. Such estimated lay-off date shall satisfy the Company's obligations in Clause 11.01. For both these situations the estimated lay-off date shall be conveyed to the employee with as much advance notice as is reasonable.
- 11.11. Permanent employees to be laid off who request and receive a lump sum payment from their Income Replacement Entitlement as provided in this Agreement, shall be deemed to have negated any and all rights of rehire to a former position.
- 11.12. If a permanent employee is recalled within the twenty-four (24) month period and refuses the appointment, the employee shall lose all rehire rights to former positions unless any of the following conditions exist:
1. The employee is engaged in alternate employment within the Company and the area of the Company initiating the recall and the area of the Company in which the employee is employed in at the time of the recall, agree to permit the employee to remain in such alternate employment or
 2. The Company agrees to permit the employee to remain laid off.
- 11.13. The level of benefits, upon re-engagement, shall be determined by the classification to which an employee is recalled and shall also be subject to the conditions of the prevailing Collective Agreement at the time of recall.
- 11.14. If two (2) or more permanent employees occupy the same classification to be reduced, and such

employees have the same date of appointment and the same bargaining unit seniority, the Company shall determine the relative order that such employees are to be removed from the classification for the purposes of lay-off.

11.15. The recall provisions of Article 11 shall override and supersede the provisions of Article 10. "Promotions" and Article 12. "Posting and Filling Vacancies".

11.16. Recall of Non-Permanent Employees

11.16.01. There shall be no requirement to post seasonal vacancies filled by temporary or provisional employees.

11.16.02. Unless otherwise specified in the Collective Agreement, if a seasonal vacancy, required to be filled, becomes available, those provisional employees removed by reason of staff reduction during the previous twelve (12) months from such classification shall, if available, be recalled according to their seniority. A separate recall list shall be established for each subsidiary Company and shall be operative for such seasonal recall.

11.16.03. The recall of non-permanent employees shall be subject to satisfactory performance evaluations.

11.16.04. The order of recall of provisional employees may differ from the procedure outlined in Clause 11.16.02. in order to provide for the operational requirements of a Subsidiary Company.

11.16.05. Disputes arising from failure to recall, performance evaluations, or recall order, shall proceed in compliance with the grievance procedure with the final step being the Corporate Director of Employee Relations whose decision shall be final and binding on the parties.

11.16.06. The performance evaluation procedures for non-permanent employees shall be reviewed by the parties prior to any changes being implemented.

11.17. Technological Change

11.17.01. Any employee classified as a permanent employee shall be considered displaced by technological change when his services shall no longer be required as a result of a change in plant or equipment, or a change in a process or method of operation, diminishing the total number of employees required to operate the Subsidiary Company in which he is employed.

11.17.02. Permanent employees so affected will be given reasonable advance notice in order that they may take advantage of all available opportunities commensurate with their abilities.

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

11.18. Employment Security

The Company agrees to provide the Union with reasonable opportunity to present alternatives to contracting out prior to implementation. Consistent with the Company's commitment to the

development of their employees, the Company agrees to consider appropriate re-training or re-deployment opportunities for employees negatively affected by technological change, layoff or contracting out.

The Company recognizes and agrees that, during the term of this Agreement, no permanent employee shall be laid off as a direct result of contracting out the work performed by such permanent employee.

In the event that a permanent employee is displaced as a result of contracting out the work, the Company shall place said employee in any position 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 years, as a result of being displaced.

12. Posting and Filling Vacancies

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

12.01. *Permanent Postings*

*

- 12.01.01. Any vacancy required to be filled shall be immediately and conspicuously posted for seven (7) calendar days, in a standard form provided by the Company. A copy of all said postings shall be sent to the Union.
- 12.01.02. Where the conditions of service indicate that the position is required to be filled immediately, a temporary appointment may be made for the duration of the posting procedure which shall in no instance exceed ninety (90) calendar days.
- 12.01.03. Should the Company contemplate not filling a vacancy, the matter shall be discussed by the parties to this Agreement within ninety (90) calendar days of the vacancy occurring. This Clause will not apply to temporary positions that are seasonal in nature.
- 12.01.04. Job postings shall contain a description of the position functions, the required knowledge, skills and qualifications for the position, hours of work for the position, and the wage rate for the position. The Company may include other information on the posting.
- 12.01.05. All applications shall be addressed to the Company as indicated on the posting and shall include the return address of the applicant. Internal applicants shall also forward a copy of their application to the Union office.
- 12.01.06. Appointments may be made by mutual Agreement between the Union and the Company without a posting.
- 12.01.07. The Company shall have the right to fill vacancies which result from reversions or terminations of employment during normal probationary periods or trial terms from among the original applicants without posting such vacancies.

- 12.01.08. 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.
- 12.01.09. Positions becoming vacant as a result of foreseen retirement shall be posted thirty (30) days prior to such vacancy occurring.
- 12.01.10. A provisional employee shall be considered to be applying for a promotion when applying for a permanent position in the same classification.

12.02. *Temporary and Relief Postings*

*

In addition to Clause 12.01. the following shall apply to temporary and relief postings.

- 12.02.01. Where the estimated duration of a temporary position is ninety (90) calendar days or less, no posting shall be required. Where the estimated duration of the temporary position exceeds ninety (90) calendar days, the temporary position shall be posted. The duration of a posted temporary position shall be set out in the posting.

** *In instances where more than ninety (90) calendar days are required, the Company and the Union may mutually agree to extend the timeline for the temporary appointee or to rotate additional individual(s) into the position for up to ninety (90) calendar days each.*

- 12.02.02. *Relief positions to cover temporary absences or other opportunities that may require relief work will be posted annually. Selected candidates will be temporarily staff-formed into relief positions wherever practicable and they will be provided appropriate feedback through the Aligning Performance for Results (APfR) Program.*

When special circumstances dictate, the Company may utilize the temporary posting option or request a waiver of posting from the Union.

- 12.02.03. In instances where a permanent employee is appointed to temporarily act in a position within or outside the scope of this Agreement, for a period of twelve (12) months or less, and such employee is reverted or reverts to their former position or an equivalent position within the scope of this Agreement, then no posting shall be required to complete such reversion. In circumstances where such reversions displace other employees, such employees in turn shall be reverted to their former position.

12.03. *Selection*

*

- 12.03.01. The hiring supervisor will verbally communicate with internal applicants who are not selected for the interview process. The purpose of this communication shall be to clarify the supervisor's reasons for not interviewing a particular applicant.

- 12.03.02. Upon completion of the selection process, Human Resources shall notify the Union in writing of the proposed appointee and the names of the unsuccessful applicants. Human Resources shall also notify each unsuccessful applicant in writing the name of the successful applicant.
- 12.03.03. The Company shall appoint the selected applicant, and that appointment shall be final subject to the satisfactory completion of the required probationary period or the outcome of any grievance filed over the selection.
- 12.03.04. An unsuccessful applicant shall have five (5) working days from receipt of written notification to initiate a grievance in accordance with the Dispute Resolution Process (Article 14).
- 12.03.05. The hiring supervisor will verbally communicate the name of the proposed appointee to each of the applicants on the posting who are senior to the proposed appointee. Information will be provided as to the reasons they were unsuccessful and the knowledge, skills and experience that could be improved for future selection processes.
- 12.03.06. An unsuccessful internal applicant may request a meeting with the hiring supervisor to identify the reasons for non-selection to a job. The unsuccessful applicant may also have a Union representative at this meeting.
- 12.03.07. Appointments from within the bargaining unit shall be made within three (3) weeks of the selection, unless otherwise mutually agreed by the parties.

13. Seniority

- 13.01. Seniority for a permanent employee shall commence from the date on which the employee last commenced continuous service to become, and has since continued as, a permanent employee in accordance with the provisions included in this section.
- 13.02. Provisional employees shall have seniority based on the definition included in Clause 3.17. The seniority of a provisional employee, as such, shall date from the time the employee last qualified as a provisional employee. Temporary employees shall not have seniority standing.
- 13.03. A list showing seniority of employees shall be furnished once annually by the Company to the Union.
- 13.04. * Should a permanent employee, who assumes the functions of a position which is outside of the scope of this Agreement, revert or be reverted to a position within the scope of this Agreement within a twelve (12) month period, then such employee's seniority standing within this Agreement shall be deemed to be uninterrupted and shall include the time period during which the employee assumed the duties of such position outside the scope of this Agreement, unless otherwise mutually agreed between the Union and the Company.

While a permanent CUPE member assumes the responsibilities of a permanent position outside the scope of this Agreement, they will be notified by the Company in writing that they are required to pay Union dues in order to retain their reversion rights for up to the twelve (12) month period of time.

Should employees lose or give up their reversion rights, they will no longer pay Union dues.

13.05. Seniority shall be according to the following preferences:

- 1st - Permanent employees
- 2nd - Provisional employees

13.06. An employee shall lose seniority by reason of:

13.06.01. Dismissal for proper cause.

13.06.02. Voluntary resignation.

13.06.03. Appointment to a position outside the scope of this Agreement for a period of more than twelve (12) consecutive months, unless otherwise mutually agreed between the Union and the Company.

13.06.04. Continuous layoff for a period of twenty-four (24) consecutive months.

13.06.05. Failure to report for work within five (5) working days after being notified in writing at his last known address to report for duty following a layoff, unless the employee can provide satisfactory reason in writing for such failure to report for duty within the prescribed time.

13.07. An employee who loses recall rights to any former position in accordance with Clause 11.12. shall not lose seniority provided that, at the time of recall, he is employed within the Company.

14. **Dispute Resolution Process**

The intent of the Dispute Resolution Process is to:

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

14.01. Definitions

14.01.01. A “dispute” is any workplace problem, disagreement or difference involving employees, the Union or Company representatives.

14.01.02. A “grievance” is any dispute concerning the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether the dispute is arbitrable.

14.01.03. “Working days” means consecutive days, exclusive of Saturday, Sundays or holidays observed by the Company.

14.01.04. “Union representative” means a Business Agent or Shop Steward. Shop Stewards may be used at the Problem-Solving phase or serve as the Union representative at the Consultative phase at the request of either party (the employee, the Union or the Company).

14.02. Problem-Solving

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

- 14.02.01. 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.
- 14.02.02. A Union representative will notify the Director of Employee Relations and Safety of any Problem-Solving discussions that require the Union's involvement. Such notice will be provided in writing at least five (5) working days prior to the commencement of Problem-Solving discussions.
- 14.02.03. A representative of Employee Relations and Safety will notify the Union of any Problem-Solving discussions that require the involvement of Employee Relations and Safety. Such notice will be provided in writing at least five (5) working days prior to the commencement of Problem-Solving discussions.
- 14.02.04. The discussion should include sharing relevant information to the fullest extent possible, at the earliest opportunity.
- 14.02.05. 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.
- 14.02.06. 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).
- 14.02.07. 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.

14.03. Consultation

- 14.03.01. A request for Consultation shall be submitted in writing within ten (10) working days of the date that the incident causing the dispute reasonably came to the attention of the employee(s), the Union representative or a Company representative(s). The request shall include the details of the dispute.
- 14.03.02. The Union representative and the Company may agree in writing to extend the date to initiate Consultation to allow Problem-Solving to take place.
- 14.03.03. A request for Consultation by an employee(s) or the Union representative shall be submitted to the Director of Employee Relations and Safety.
- 14.03.04. A request for Consultation by the Company shall be submitted to a Business Agent of the Union.

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

14.04. Formal Review

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

14.04.07. The employee(s), Union or the Company may conclude a formal review at any time by written notice to the other party(ies). Provided that a grievance has been properly processed in accordance with the procedures, time limits and restrictions contained in the Dispute Resolution Process, the Union or Company may refer any grievance to arbitration if it has not been resolved by Formal Review.

14.05. Arbitration

14.05.01. A referral to arbitration shall be initiated in writing within ten (10) working days of receipt of written notice of the conclusion of the Formal Review.

14.05.02. Grievances referred to arbitration by the Union shall be submitted to the Chief Executive Officer. Grievances referred to arbitration by the Company shall be submitted to the President of the Union.

14.05.03. The party referring a grievance to arbitration shall notify the other party of:

- a). its willingness to use a single arbitrator, or
- b). its appointee to a three-person arbitration board, and
- c). the details of the grievance, the clause or clauses of the Collective Agreement which are alleged to have been violated, and the remedy requested.

14.05.04. The responding party shall notify the other party within five (5) working days of its willingness to use a single arbitrator or its appointee to a three-person arbitration board.

14.05.05. If the parties fail to appoint their respective members within five (5) working days of the referral to arbitration, the appointment shall be made by the Provincial Minister (responsible for labour issues) upon the request of either party.

14.05.06. If the parties agree to refer the grievance to a single arbitrator, the Union and the Company shall select the arbitrator from a roster approved by the parties on an annual basis. If the parties do not agree on the selection, the arbitrator shall be drawn randomly from the roster.

14.05.07. Where each party has established an appointee to a three-person arbitration board, the appointees so selected shall, within fourteen (14) calendar days of the appointment of the second of them, appoint a third person who shall be the chairperson. If the two (2) appointees are unable to agree upon the choice of a chairperson within the time limit specified, they shall request the Provincial Minister (responsible for labour issues) to appoint a chairperson.

14.05.08. If the single arbitrator, either member of the arbitration board, or the chairperson thereof, refuses to act or is or becomes incapable of acting, a new single arbitrator, new board member or chairperson shall be appointed in accordance with the above procedure. Appointment shall be made within fourteen (14) calendar days of receipt of notice of inability or unwillingness to act. If either party fails to appoint an alternate member or if the members fail to agree upon a chairperson, the appointment shall be made by the Provincial Minister (responsible for labour issues) upon the request of either party.

- 14.05.09. No person shall be appointed as a single arbitrator or member or chairperson of a three-person arbitration board if the person is directly affected by the grievance, or if the person has been involved in an attempt to negotiate or settle the dispute.
- 14.05.10. Each party shall bear the expense of its respective member and shall bear one-half of the expenses of the chairperson of the arbitration board, or single arbitrator, whichever is applicable.
- 14.05.11. Arbitration hearing dates shall be determined within twenty-eight (28) calendar days of the appointment of the single arbitrator or arbitration board.
- 14.05.12. Prior to the arbitration hearing, the parties may prepare an agreed statement of facts for submission to the single arbitrator or arbitration board.
- 14.05.13. The single arbitrator or arbitration board shall hear the grievance and render an award within forty (40) calendar days of the hearing. Written reasons for the decision shall be provided within sixty (60) calendar days of the hearing, unless the parties mutually agree that written reasons are not required.
- 14.05.14. In the case of an arbitration board, the decision of the majority is the award of the board. If there is no majority, the decision of the chairperson shall be the award of the arbitration board.
- 14.05.15. The decision of the single arbitrator or arbitration board is final and binding upon the parties and any person affected by it, and such parties or persons affected shall do or abstain from doing anything as required by the single arbitrator or arbitration board.
- 14.05.16. The arbitration board or single arbitrator may quash, confirm or vary any action taken respecting the suspension, discipline or discharge of an employee.
- 14.05.17. The arbitration board or single arbitrator by its decision shall not alter, amend or change the terms of the Collective Agreement.

14.06. General

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

15. Reporting for Duty

- 15.01. Employees shall report for duty at the commencement of their shift, at a place directed by the Company and shall go to and from such place on their own time.

- 15.02. When an employee is directed by the Company to utilize their personal vehicle to move from jobsite to jobsite or to travel outside the City limits to report for work when directed by the Company, they shall be provided with a transportation allowance in accordance with applicable Company Policy and shall comply with all provisions of the Policy.
- 15.03. Employees required to travel outside the City limits and perform Company business shall be compensated and/or reimbursed in accordance with Company Policy.

16. Apprentices

- 16.01. If apprentices are to be appointed to any trade coming under the provisions of this Agreement and are to be instructed in a trade designated as coming within the provisions of the Apprenticeship and Industry Training Act of the Province of Alberta, their instruction and other conditions of their employment shall be in conformity with the provisions of the Act and regulations pertaining thereto.
- 16.02. The term of apprenticeship shall be as stated in the Apprenticeship and Industry Training Act (Act) including a six (6) month probationary period except that, in cases where a person has attended a technical or vocational school approved by the Minister of Advanced Education and Manpower Development and satisfies the Company by the production of a certificate issued by the school that he has specialized in a course or courses applicable to the trade or had previous experience in the trade, the term may be reduced by such period as may be approved by the Executive Director of Apprenticeship and Industry Training.
- 16.03. As a minimum, every apprentice shall have the educational grade requirements as specified in the Act for each individual trade.
- The Company may set an educational requirement for a specific trade which exceeds the minimum requirements of the Act.
- 16.04. The Company may employ one (1) apprentice for each two (2) journeymen employed.
- 16.05. During the term of apprenticeship, the Company shall give the apprentice such instruction and practical training in all areas of the trade as is necessary to develop a practical and skilled journeyman.
- 16.06. The Company may cancel an apprenticeship of an apprentice who does not show satisfactory progress in his apprenticeship.

16.07. Apprentices shall not be compelled to qualify for more than one (1) certificate of proficiency, except in instances where the requirements to apprentice for and qualify for more than one (1) certificate of proficiency is so specified on the job posting under which the apprentice is appointed.

16.08. An opening for an apprenticeship shall first be posted internally as a regular employment opportunity. Criteria for selection will be knowledge, ability, skills, length of service, and the necessary educational qualifications.

16.09. For the purpose of selection to an apprenticeship opening, preference will be given to:

- 1) permanent employees in the Business Unit; then
- 2) permanent employees outside the Business Unit.

16.10. Where two or more applicants from the Business Unit are considered equally qualified to be selected for the apprenticeship, seniority in the Business Unit shall be the determining factor.

Where two or more applicants from outside the Business Unit are considered equally qualified to be selected for the apprenticeship, seniority in the bargaining unit shall be the determining factor.

16.11. Should a reduction in the number of employees in the Apprenticeship classifications be required they shall occur in the following order:

1. First (1st) year apprentices shall be the first to be reduced.
2. Second (2nd) year apprentices shall be second.
3. Third (3rd) year apprentices will be reduced last.

Apprentices so reduced shall be eligible to revert to their former position, to bump or to be laid off in accordance with the provisions of Article 11.

16.12. An employee who has been accepted as an apprentice candidate shall be encouraged to write the applicable Apprenticeship and Industry Training entrance examination as soon as possible, but in any event shall have written and passed the appropriate Apprenticeship and Industry Training entrance examination by the time he is scheduled to commence his apprenticeship.

17. Safety

17.01. The Company and the Union recognize that the provision of a safe work environment is a shared responsibility and that, as a condition of employment, all employees, both Union and Management, are expected to conduct their daily tasks in a manner that is consistent with the philosophy and objectives of the Safety Policy. To this end, the Company and the Union shall work together in perfecting regulations which will provide the protection necessary to eliminate injuries.

17.02. All employees are OBLIGATED to comply with regulations, EPCOR standards and site procedures. It is the RESPONSIBILITY of every employee to know the health and safety information relevant to their work and to actively participate in safe work planning and hazard controls. All Management, Supervisors and Foremen are ACCOUNTABLE for the safety and health of personnel for whom they are responsible and are OBLIGATED to provide the necessary resources to accomplish these goals.

- 17.03. No employee shall operate any tool, appliance or equipment that will cause to exist an imminent danger or carry out any work where there exists or will cause to exist an imminent danger to the health and safety of that employee, another employee or member of the public.
- 17.04. An employee shall not be required to perform any task with which he is not familiar or which cannot be accomplished without violation of safety practices or regulations of the Occupational Health and Safety Act and such refusal shall not be the basis for disciplinary or discriminatory action.
- 17.05. Employees are REQUIRED to report any unsafe conditions to their supervisor or the appropriate safety representative. If the unsafe condition is not corrected, then the employee WILL bring the unsafe condition to the attention of the Union.
- 17.06. The Company and the Union agree to conduct quarterly safety meetings with all employees.

18. Employee Status

- 18.01. Provisional status shall mean an employee engaged in 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 thirty-six (36) consecutive months, in jobs coming within the jurisdiction of the Union or a laid off permanent employee who is re-employed in a temporary position provided such employee has completed at least twelve (12) months of continuous service for the Company immediately prior to the date of lay-off.

For the purposes of this definition, service shall include all hours actually worked including overtime hours and reporting pay.

- 18.01.01. Temporary service for students returning to school shall only be recognized in the determination of provisional status if such students do not take more than ten (10) working days leave prior to their estimated date of layoff, or commencement of the academic year.
- 18.01.02. A break in employment of twelve (12) consecutive months, voluntary resignation, or termination (except as otherwise herein provided) shall cancel provisional status, except in the case of laid off permanent employees where a break in employment of twenty-four (24) consecutive months shall apply.
- 18.01.03. In determining provisional status temporary employment shall only be recognized if the reasons for termination from such temporary employment are lay-off or such other reasons which may be acceptable to the Company.
- 18.01.04. Provisional status for laid off permanent employees shall be deemed to be effective upon the date which occurs following the completion of twelve (12) months of continuous employment upon the last entry to become a permanent employee prior to lay-off.
- 18.02. 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 twenty-four (24) months, in a position coming within the scope of this Agreement, shall automatically become a permanent employee. Temporary lay-offs of less than twenty-one (21) consecutive calendar days shall not be considered as a break in continuous service for the purpose of applying Article 18.

19. Classification

19.01. The establishment and maintenance of a classification plan shall be the responsibility of the Company. The Company shall develop classification specifications in accordance with the classification plan and shall provide specifications as they become available to the Union. Appendix II represents a condensation of classification specifications and, as such, forms part of this Agreement.

19.02. Existing Classifications

19.02.01. In the event that the Company changes the required knowledge, skills or qualifications of an existing classification, the Union shall be advised of same as soon as the change is considered and/or finalized and, in any event, prior to the posting of the position.

Input and feedback shall be sought from the Union wherever possible prior to changes being finalized and positions being posted.

19.02.01.01. Should the Union consider that the aforementioned changes to an existing classification are such that they deem a new classification has been created, the Union will advise the Company of this decision and request that the rate of wages for that classification be negotiated.

19.02.01.02. The Company may advertise the position immediately and any resultant negotiated increase to the rate of wages shall be retroactive to the date of the appointment.

19.03. New Classifications

19.03.01. In the event that the Company creates a new classification which is not included in this Agreement and which falls within the jurisdiction of the Union, the rate of wages shall be negotiated by the Company with the Union before advertising any position within this classification.

19.03.02. If a satisfactory conclusion to negotiations has not been reached within seven (7) calendar days of the date of the notice by the Company to the Union of the creation of the said classification, the posting of any vacancy in this classification shall be made according to the rates of wages set out by the Company and the rates of wages of the new classification shall still be a matter of negotiation between the Company and the Union, and the notice of posting shall contain the following statement:

"The final settlement for rates of wages is being negotiated. Any increase to the rates of wages shall be retroactive to the date of the appointment."

19.04. In the event that the Company deletes a classification which is included in this Agreement, incumbents of positions allocated to such classification shall, if practicable, be transferred to vacant positions for which they are qualified within other classifications.

19.05. Inasmuch as a great deal of the work performed by employees of the Company is of a seasonal nature, the Company may establish positions which have, on a seasonal basis, duties allocated to them which correspond to the duties of two (2) classifications. An incumbent of a dually allocated position, established according to the preceding, shall be paid the regular rate of pay of the classification of work being performed.

19.06. **Jurisdictional Differences**

The Company shall advise the Union, prior to implementation, of the assignment of existing or new positions to management or out of scope where those positions may bear on the Union's jurisdiction. The parties mutually agree that the resolution of differences arising from the jurisdictional allocation of positions shall be processed in accordance with the Dispute Resolution Process outlined in Article 14 of this Agreement. If, however, a jurisdictional difference is not resolved by the parties and the Union elects to refer the matter to a third party, the dispute shall be referred to the Labour Relations Board for a final and binding decision.

20. Training Program for Equipment Operators

20.01. Employees wishing to receive training as equipment operators will be required to make application for training. A training bulletin will be placed on bulletin boards and/or provided directly to the appropriate employees, as required, requesting employees interested in taking training to signify their interest.

20.02. The Company will be responsible for establishing suitable training programs to meet the needs of each of the subsidiary companies.

20.03. The training courses may include the following:

- (1.) Classroom Training
- (2.) Equipment Familiarization
- (3.) Field Instruction (Operating time with or without a trainer present)

The training courses will ensure that each operator will have the capacity to operate the equipment in a safe, efficient manner.

20.04. Employees taking training will be required to pass an examination upon completion of their training and show demonstrated ability to operate the required equipment. The nature and content of the examination will be reviewed with the Union prior to the examination being finalized.

20.05. Employees not successfully completing their training will be excluded from appointment to the operator class being trained for. Such employees will have the right to re-enroll for additional training in subsequent training programs.

20.06. Employees who are unsuccessful in passing training examinations on three (3) successive occasions will not be considered for further training on that type of equipment.

20.07. Training opportunities will be provided to employees giving due consideration to seniority and operational requirements.

20.08. Equipment Operators may be required to take re-training courses to meet changing operational requirements. Permanent Equipment Operators who fail to pass examinations on re-training

courses will be allowed the opportunity to write supplemental examinations.

21. Operation of Company Vehicles and Equipment

- 21.01. The Company and the Union recognize that operation of Company vehicles and equipment is an integral part of the operations. Employees are required to comply with Company policies and operate their vehicles and equipment in a safe, responsible and professional manner.
- 21.02. Incidents/collisions will be investigated quickly and fairly. Employees will participate in critical incident reviews to determine causes and actions aimed at preventing reoccurrence.
- 21.03. Incidents/collisions will be reviewed by the Driving Accident Review Committee and employees may have a Union representative present when they are to be questioned as a result of an accident, by other than police. The onus is on the employee (driver) to request Union representation.

22. Employee Training and Career Development

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

23. Employee Rehabilitation *and Accommodation*

*

- 23.01. The Company and the Union shall co-operate in an Employee Rehabilitation Program on mental health, drug abuse and alcoholism.
- 23.02. The Company and the Union shall co-operate in seeking accommodation and/or placement of employees being medically declared fit to return to work following a period of disability during which they were in receipt of Workers' Compensation, Income Protection or Long Term Disability benefits.

24. Part-Time Employees

In the event that the Company creates or requires part-time employees within the jurisdiction of the Union, the parties agree that prior to posting or filling these positions, the Company and the Union shall have a consultative meeting to review and discuss the operational requirement for the use of part-time employees and confirm the terms and conditions.

Except as hereinafter provided, Clause 3.17. "Provisional Employee", Article 6. "Working Conditions" and Article 18. "Employee Status" shall not apply to part-time employees, but the following clauses shall prevail:

- 24.01. Working Conditions
 - 24.01.01. Hours of Work

24.01.01.01. Part-time employees shall be scheduled to work less than forty (40) hours per week.

24.01.01.02. Part-time employees shall not be scheduled to work more than six (6) days per week or more than eight (8) hours per day.

24.01.02. Reporting Pay

A part-time employee who reports for work and is employed for periods of less than four (4) hours shall receive pay at his regular rate of pay for the actual hours worked or two (2) hours pay at his regular rate of pay, whichever is greater.

24.01.03. Overtime Work

Where a part-time employee is required to work hours in excess of eight (8) hours in one day, or forty (40) hours in one week, he shall be paid two (2) times his regular rate of pay for such hours worked. The provisions specified in Clause 6.02.05. shall apply to part-time employees.

24.01.04. Pay for Work on Statutory Holidays

A part-time employee, required to work on a recognized statutory holiday for which he is eligible, shall be paid two (2) times his regular rate of pay for each hour worked.

24.01.05. Rest Period

A part-time employee shall be permitted a fifteen (15) minute rest period during each full four (4) hour period of his shift.

24.01.06. Lunch Period

In the event that a part-time employee is scheduled to work eight (8) hours per day, he shall be allowed one-half (1/2) hour off for lunch, exclusive of his scheduled hours.

24.01.07. Temporary Change of Duties

The provisions specified in Clause 6.06. shall apply to part-time employees.

24.02. Employee Status

Since part-time employment is not continuous service, part-time employees shall not be entitled to become permanent employees by reason of such employment; however, if a part-time employee accumulates one thousand nine hundred and forty-four (1,944) hours of temporary service within a period of three (3) consecutive years, he shall be entitled to provisional status consistent with the provisions of Clause 3.17.

24.03. Fringe Benefit Entitlement

Part-time employees shall be entitled to all benefits commensurate with their status as temporary or provisional employees, except that payment received for such benefits shall be governed by the following:

24.03.01. A day's pay shall be equal to the product of the employee's regular rate of pay of the position to which he is normally assigned, multiplied by the employee's average daily hours of work.

24.03.02. The employee's average daily hours of work shall be calculated as follows:

$$\text{Average daily hours of work} = \frac{\text{Total straight-time hours worked in the nine (9) weeks preceding the date of entitlement}}{45 \text{ days}}$$

24.04. Part-time employees who occupy positions in a classification with an incremental pay range shall be entitled to progress through such pay range based upon the completion of hours of work, as outlined below:

An increment based on six (6) months' service: Completion of one thousand and forty (1,040) hours;

An increment based on twelve (12) months' service: Completion of two thousand and eighty (2,080) hours.

25. Conformity to Federal and Provincial Legislation

In the event that any part of this Collective Agreement is affected by legislation passed by either the Federal or Provincial Government, the Company and the Union recognize that this Collective Agreement remains in full force and effect and agree to conform to any modifications required by such legislation.

26. Edmonton Civic Employees Charitable Assistance Fund

**

A payroll deduction in an amount not to exceed one-half (1/2) of one (1) percent shall be made from the wages of all employees covered by this Agreement. Such deductions shall be on a bi-weekly basis and shall be forwarded to the Secretary Treasurer of the Fund at the end of each pay period together with a list of employees from whom deductions have been made. The Union shall notify the Company thirty (30) calendar days prior to the implementation of any change to the amount of the payroll deduction.

Signed this _____ day of _____, A.D. 2004.

**Canadian Union of Public Employees,
Local 30**

EPCOR Utilities Inc.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Witnessed By: _____

The Canadian Union of Public Employees Local 30

The Following Appendices to the 2004 - 2006 Collective Agreement are Individual Appendices but are Grouped Together for Signing Purposes Only.

Appendix I

*

- **Schedule of Wages (Hourly) + Regrades**
regrades prior to December 28, 2003
- **2004 Schedule of Wages (Hourly)**
December 28, 2003 to December 25, 2004
- **2005 Schedule of Wages (Hourly)**
December 26, 2004 to December 24, 2005
- **Schedule of Wages (Hourly)**
December 25, 2005 to December 23, 2006

Appendix I – Notes

*

1. **Leadership Premium Guidelines**
2. **Water System Serviceman**
3. **Custodians**

Appendix II - A

Active Classification Concepts

Appendix II - B

Inactive Classification Concepts

Appendix III

*

Required Tools for the Plumbing Trade - C.U.P.E. Local 30

Appendix IV

Protective Clothing

Appendix I - Schedule of Wages 2003 + Regrades

2003

APPENDIX I CUPE 30 - 2003 Rates + Regrades Regrade prior to Decemeber 28, 2003

+Regrades

CLASS CODE	PAY RANGE	CLASS	1ST 6 MONTHS	2ND 6 MONTHS	1ST YEAR	2ND YEAR	3RD YEAR	THEREAFTER
8087	502	Plumber I/Gasfitter *						28.78
8012	543	Millwright II						27.65
8306	433A	Water Network Operator						26.61
8010	501A	Plumber I						26.49
7561	501A	Welder I						26.49
8215	440	Water Meter Service Foreman			24.38			26.25
8707	438A-B	Labour Foreman III	24.38					25.08
3130	318	Building Operator						22.89
8221		Water System Technical Support/Specialist						22.41
8705	344A	Labour Foreman I						22.41
8212	342	Water Meter Mechanic II						22.03
8211	324A (2)	Water System Serviceman (certified)						21.62
8211	324B (2)	Water System Serviceman (non certified)						21.22
8602	323A	Equipment Operator III						21.16
8218	319	Water Meter Installer II						21.04
8213	315A-D	Water Meter Mechanic I			18.75	19.32	20.05	21.04
8531	317A	Maintenance Repairman I						20.78
7703	305A	Labourer III						20.78
8217	279A-C	Water Meter Installer I			18.94	19.59		20.55
8613	280A	Truck Driver III						19.95
7702	270	Labourer II (Permanent Employee)						19.47
		Non-Permanent Labourer II						
7502	271	Provisional Labourer II - 1945 + hours						16.98
7602	272	Temporary Labourer II - 1001 hours up to 1944 hours						15.27
7402	273	Temporary Labourer II - new hire up to 1,000 hours						13.31
7700		Custodian *			11.50			12.50
	(3)							

*regraded classifications

Appendix I - Schedule of Wages 2004

2004

APPENDIX I CUPE 30 - 2004 Rates December 28, 2003 to December 25, 2004

CLASS CODE	PAY RANGE	CLASS	1ST 6 MONTHS	2ND 6 MONTHS	1ST YEAR	2ND YEAR	3RD YEAR	THEREAFTER	THEREAFTER effective April 4, 2004
8087	502	Plumber I/Gasfitter						29.79	
8012	543	Millwright II *						28.62	
8306	433A	Water Network Operator *						27.54	
8010	501A	Plumber I						27.42	
7561	501A	Welder I						27.42	
8215	440	Water Meter Service Foreman *			25.23			27.17	
8707	438A-B	Labour Foreman III *	25.23					25.96	
3130	318	Building Operator						23.69	
8221		Water System Technical Support/Specialist						23.19	plus .50 cents = 23.69
8705	344A	Labour Foreman I *						23.19	plus .50 cents = 23.69
8212	342	Water Meter Mechanic II						22.80	
8211	324A (2)	Water System Serviceman (certified)						22.38	
8211	324B (2)	Water System Serviceman (non certified)						21.96	
8602	323A	Equipment Operator III						21.90	plus .40 cents = 22.30
8218	319	Water Meter Installer II						21.78	
8213	315A-D	Water Meter Mechanic I			19.41	20.00	20.75	21.78	
8531	317A	Maintenance Repairman I						21.51	
7703	305A	Labourer III *						21.51	
8217	279A-C	Water Meter Installer I			19.60	20.28		21.27	
8613	280A	Truck Driver III						20.65	
7702	270	Labourer II (Permanent Employee)						20.15	
		Non-Permanent Labourer II							
7502	271	Provisional Labourer II - 1945 + hours						17.57	
7602	272	Temporary Labourer II - 1001 hours up to 1944 hours						15.80	
7402	273	Temporary Labourer II - new hire up to 1,000 hours						13.78	
7700	(3)	Custodian			11.90			12.94	

*classifications deemed to have supervisory/leadhand functions as per article 6.06. - Temporary Change of Duties - and its application.

Appendix I - Schedule of Wages 2005

2005

APPENDIX I CUPE 30 - 2005 Rates December 26, 2004 to December 24, 2005

CLASS CODE	PAY RANGE	CLASS	1ST 6 MONTHS	2ND 6 MONTHS	1ST YEAR	2ND YEAR	3RD YEAR	THEREAFTER
8087	502	Plumber I/Gasfitter						30.83
8012	543	Millwright II *						29.62
8306	433A	Water Network Operator *						28.50
8010	501A	Plumber I						28.38
7561	501A	Welder I						28.38
8215	440	Water Meter Service Foreman *			26.11			28.12
8707	438A-B	Labour Foreman III *	26.11					26.87
3130	318	Building Operator						24.52
8221		Water System Technical Support/Specialist						24.52
8705	344A	Labour Foreman I *						24.52
8212	342	Water Meter Mechanic II						23.60
8211	324A (2)	Water System Serviceman (certified)						23.16
8602	323A	Equipment Operator III						23.08
8211	324B (2)	Water System Serviceman (non certified)						22.73
8218	319	Water Meter Installer II						22.54
8213	315A-D	Water Meter Mechanic I			20.09	20.70	21.48	22.54
8531	317A	Maintenance Repairman I						22.26
7703	305A	Labourer III *						22.26
8217	279A-C	Water Meter Installer I			20.29	20.99		22.01
8613	280A	Truck Driver III						21.37
7702	270	Labourer II (Permanent Employee)						20.86
		Non-Permanent Labourer II						
7502	271	Provisional Labourer II - 1945 + hours						18.18
7602	272	Temporary Labourer II - 1001 hours up to 1944 hours						16.35
7402	273	Temporary Labourer II - new hire up to 1,000 hours						14.26
7700	(3)	Custodian			12.32			13.39

*classifications deemed to have supervisory/leadhand functions as per article 6.06. - Temporary Change of Duties - and its application.

Appendix I - Schedule of Wages 2006

2006

**APPENDIX I CUPE 30 - 2006 Rates
December 25, 2005 to December 23, 2006**

CLASS CODE	PAY RANGE	CLASS	1ST 6 MONTHS	2ND 6 MONTHS	1ST YEAR	2ND YEAR	3RD YEAR	THEREAFTER
8087	502	Plumber I/Gasfitter						31.75
8012	543	Millwright II *						30.51
8306	433A	Water Network Operator *						29.36
8010	501A	Plumber I						29.23
7561	501A	Welder I						29.23
8215	440	Water Meter Service Foreman *			26.89			28.96
8707	438A-B	Labour Foreman III *	26.89					27.68
3130	318	Building Operator						25.26
8221		Water System Technical Support/Specialist						25.26
8705	344A	Labour Foreman I *						25.26
8212	342	Water Meter Mechanic II						24.31
8211	324A (2)	Water System Serviceman (certified)						23.85
8602	323A	Equipment Operator III						23.77
8211	324B (2)	Water System Serviceman (non certified)						23.41
8218	319	Water Meter Installer II						23.22
8213	315A-D	Water Meter Mechanic I			20.69	21.32	22.12	23.22
8531	317A	Maintenance Repairman I						22.93
7703	305A	Labourer III *						22.93
8217	279A-C	Water Meter Installer I			20.90	21.62		22.67
8613	280A	Truck Driver III						22.01
7702	270	Labourer II (Permanent Employee)						21.49
		Non-Permanent Labourer II						
7502	271	Provisional Labourer II - 1945 + hours						18.73
7602	272	Temporary Labourer II - 1001 hours up to 1944 hours						16.84
7402	273	Temporary Labourer II - new hire up to 1,000 hours						14.69
7700		Custodian						13.79

**classifications deemed to have supervisory/leadhand functions as per article 6.06. - Temporary Change of Duties - and its application.*

Appendix I – 2004 to 2006 - Notes

1. Leadership Premium Guidelines

Clause 6.14 provides for the payment of a leadership premium for those employees exercising leadership roles in the provision of external contracts. Further to the wording in Clause 6.14, these guidelines will provide direction for the application of this premium.

- 1) Should an employee be responsible for, or effectively manage the relationship with an external customer (e.g. Garrison contract), the employee shall receive the leadership premium.
- 2) Large-scale capital or contract work frequently require larger crews or the utilization of specialist contractors (e.g. directional drillers). In addition, the nature of the work may require that the job be split into two or more different components that must proceed concurrently. In those cases where a large crew has been assembled under the direction of a Foreman I and a Labourer II, Equipment Operator III or Truck Driver III is required to either exercise direct supervision of a specialist contractor or control a significant component of the job, the employee shall receive the leadership premium.
- 3) In those cases where a crew is required to travel to another community to perform work, the crew leader shall receive the leadership premium for those hours worked in the external community.
- 4) The leadership premium shall not be paid for work that is considered to be normal work assigned to that classification. Some examples of work to be excluded from the leadership premium include truck driving, vector supervision and performing work under the supervision or at the direction of the Foreman I.
- 5) Approval for receiving the leadership premium will follow the same procedures as for overtime and rate-ups (i.e. managers are responsible for approving the application of the premium).

It is understood between the parties that this premium shall be paid to employees based on the review and approval of their management supervisor and in accordance with the guidelines outlined above.

2. Water System Serviceman (Class Code 8211)

*

Effective December 28, 2003, all employees in this class who have not achieved their Level II A.E.C. Certification or who are not actively engaged in an education plan to achieve their Level II A.E.C. Certification *will be paid at the Water System Serviceman non-certified rate of pay.*

3. Custodians (Class Code 7700)

*

The parties mutually agree to the following with respect to the Custodian Class 7700:

- 1) *The existing four (4) permanent employees at the thereafter rate of pay shall be moved to the regraded rate of twelve dollars and fifty cents (\$12.50) per hour and then effective December 28, 2003 this rate will be adjusted by the general wage increase of three point five (3.5) percent (%).*
- 2) *The existing two (2) employees at the first year rate of pay shall be moved to the regraded rate of eleven dollars and fifty cents (\$11.50) per hour and then effective December 28, 2003 this rate will be adjusted by the general wage increase of three point five (3.5) percent (%). These employees may move to the thereafter rate of pay in accordance with their specific employment terms and conditions.*
- 3) *It was further understood between the parties that once the current incumbent(s) have either moved to the thereafter rate of pay or their temporary term is completed the First Year rate will be deemed obsolete.*

Appendix II – A - Classification Concepts (Active)

C.U.P.E. Local 30 - An Alphabetical Condensation of ACTIVE Classification Concepts / Positions Coming Within the Jurisdiction of the Union

Building Operator (3130)

Responsible for the daily inspection and minor maintenance of large heating boilers and associated equipment located in Company operated buildings. Maintains records and daily logs on equipment inspected.

Custodian (7700)

Performs light cleaning tasks with the use of standard custodial equipment.

Equipment Operator III (8602)

Operates and is responsible for one or more of the following: skid steer (Bobcat), belt loader, grader, snow blower, Tournapull, designated dozer, designated track front-end loader, track-mounted crane, hydro hammer, sweeper, designated rubber-tired loader, asphalt shaver, asphalt spreader, cranemobile (Bull-Moose), tractor-mounted backhoe, hydro seeder mulcher, mole, Go-Devil, M & P Pacemaker, 88 Road Marker and any other equipment which is designated as being of equivalent operating complexity and requiring equivalent training and experience. Performs routine maintenance tasks required in connection with the equipment. May be responsible for supervising workers assigned as helpers.

Gasfitter (8007)

Performs journeyman level work in the installation, maintenance and repair of gas installations, appliances and related duties, holds an Alberta Gasfitter Certificate.

Labourer II (8702)

Semi-skilled heavy manual labour requiring the use of some acquired skills involving the operation of non-complex machines such as tampers, jack hammers, riding lawnmowers, designated rototillers, tractors, skidoos and other equipment which is designated as being of equivalent operating complexity and requiring equivalent training experience. May be required to direct vehicles to unloading points in a dump or landfill area to weigh and record original data for gravel hauls, etc.

Labourer III (8703)

Leadhand responsibilities directing, instructing, and participating in the work of labourers or similar classifications performing a wide variety of unskilled and semi-skilled manual duties of some complexity and variety, entailing the use of one or more acquired skills.

Labour Foreman I (8705)

Assigns, supervises and participates in the work of crews engaged in minor construction and maintenance activities.

Labour Foreman III (8707)

Plans, assigns, and supervises the work of Labour Foremen and crews involved in varied and complex construction and/or maintenance activities.

Maintenance Repairman I (8531)

On the sub-journeyman level performs a variety of minor construction, maintenance and repair tasks requiring some familiarity with basic trade practices in one or more of the building or mechanical trades. Occasional direction is exercised over unskilled assistants.

Millwright II (8012)

In addition to performing journeyman level work of the Millwright trade in the installation, servicing, maintenance and repair of machinery and equipment, supervises the activities of other journeymen engaged in the trade including semi-skilled assistants.

Plumber I (8010)

Performs journeyman level work of the Plumber trade in the installation, maintenance and repair of water services, sanitary drainage, and related duties.

Truck Driver III (8613)

Operates and is responsible for a single motor vehicle with three or more axles. This may involve pulling a single axle trailer (with air brakes) or a trailer with two or more axles if the trailer is not equipped with air brakes. Performs routine labouring work which may be required in connection with the operation of the vehicle.

Water Meter Installer I (8217)

Installs, removes and sets one-half to one-inch water meters; investigates complaints regarding meter and water pressure; operates a service truck.

Water Meter Installer II (8218)

With assistance, installs, removes, and sets meters sized one and one-half inch and larger; operates an electrically-powered pipe threading and cutting machine in the prefabrication of pipes and fittings; operates a service truck. May be assigned Water Meter Installers I's as required.

Water Meter Mechanic I (8213)

Tests, maintains and repairs various makes and sizes of water meters either in the shop or on the site of large meter installations.

Water Meter Mechanic II (8212)

Tests, maintains and repairs more complex larger two-stage water meters, either in the shop or on the site of large meter installations.

Water Meter Service Foreman (8215)

Directs and supervises water meter repair shop activities and the work of employees engaged in the installation and servicing of meters.

Water Network Operator (8306)

Performs planning, scheduling, co-ordination, inspectional and training functions of support of water network maintenance and construction.

Water System Serviceman (8211)

Regularly inspects water supply lines and, on a 24-hour call basis, operates a radio-equipped truck in the investigation of breaks in said lines; on supervisors' instructions, delivers crew and equipment and assists in the direction of repair operations.

Water System Technical Support/Specialist (8221)

Operates and is responsible for computerized detection equipment used to locate leaks and breaks in the Water Distribution System, writes reports on findings and maintains accurate records, plans and drawings. Performs minor maintenance to the detection equipment. Direction is exercised over helpers assigned to the unit.

Welder I (8561)

Performs journeyman level work in the trade of Welder including the use of acetylene and electrical welding equipment in the repair of bridge decks, trucks and heavy construction equipment and the welding of reinforcement ribs for deep sewer tunnels, handrails, stairways, etc.

Yardman (0341)

Responsible for the maintenance of storage yards and related facilities including: manually or mechanically loading and unloading materials and equipment; preparing materials and equipment for installation, ordering and receiving materials and equipment; and keeping accurate records of the repair, receipt and issue of stores items.

Appendix II – B - Classification Concepts (Inactive)

C.U.P.E. Local 30 - An Alphabetical Condensation of INACTIVE Classification Concepts / Positions Coming Within the Jurisdiction of the Union

Boilerman (Steam) (8953)

Operates a low-pressure boiler used in steaming frozen lines, catch basins, culverts and storm service lines.

Carpenter I (8001)

Performs journeyman level work of the Carpenter trade in the construction, maintenance, alteration and repair of buildings, furniture and equipment.

Carpenter II (8002)

In addition to performing journeyman level carpentry work, supervises the activities of journeymen and sub-journeymen engaged in the trade.

Carpenter Foreman (8000)

Directs and supervises the day-to-day activities of journeyman Carpenters, related journeyman tradesmen, sub-journeymen and semi-skilled assistants engaged in maintenance, construction and repair projects.

Concrete Worker (8704)

Sets concrete forms for curbs and gutters, sidewalks, splicing and transformer vaults and other related structures and fine-finishes concrete by floating, trowelling, grooving, edging, and brushing in conformance with specifications; places reinforcing steel in accordance with drawings. May instruct and direct a small group of labourers helping to mix, place, and vibrate concrete.

Contract Inspector I (4315)

Performs on-the-job inspection of routine contract construction work, ensuring adherence to contract specifications and maintaining records relative thereto.

Contract Inspector II (4316)

Inspects the larger contracted construction projects to ensure adherence to specifications, work and materials standards; confers with contractors' representatives concerning plans, etc. May be assigned leadhand supervision of a smaller group of Contract Inspector I's.

Heavy Duty Custodial Worker (9007)

Performs cleaning tasks involving floor stripping and carpet cleaning.

Custodial Worker III (9002)

Performs leadhand supervision of the care and cleaning of a number of designated buildings.

District Inspector (4319)

Inspects maintenance projects to ensure adherence to specifications, work and material standards; confers with contractors, Company divisions or sections and utilities representatives concerning various Company/utility maintenance projects and small construction projects.

Equipment Operator I (8600)

Operates and is responsible for one or more of the following: manual snow blower, Tractaire compressor, water pump (gas operated), farm tractor, packer (all types, except as otherwise designated), professional mower, small roller, Lincoln and Tenant sweeper and any other equipment which is designated as being of equivalent operating complexity and requiring equivalent training and experience. Performs routine maintenance tasks required in connection with the equipment.

Equipment Operator II (8601)

Operates and is responsible for one or more of the following: large roller, designated track dozer and loader, designated rubber-tired tractor loader, catch basin eductor, rodding machine, self-loading truck, flusher, Park Master, Bombardier, Jeep with blade, Master 10 Highway Road marker, self-propelled combination rubbersheath-foot packer, boring machine, sewer cleaner and any other equipment which is designated as being of equivalent operating complexity and requiring equivalent training and experience. Performs routine maintenance tasks required in connection with the equipment. May be responsible for supervising workers assigned as helpers.

Equipment Operator IV (8603)

Operates and is responsible for one or more of the following; Shovel, Dragline, Trackhoe, Gradall, Gravel Crusher and any other equipment which is designated as being of equivalent operating complexity and requiring equivalent training and experience. Performs routine maintenance tasks required in connection with the equipment. May be responsible for supervising workers assigned as helpers.

Equipment Operator V (8604)

Operates and is responsible for a backhoe equipped with a bucket of two (2) yards or greater capacity.

Heavy Equipment Foreman (8710)

Directs, supervises and instructs subordinates engaged in heavy equipment operation on utilities construction and maintenance projects.

Hoist Operator (8765)

Operates a hydraulic or electric-powered hoist to raise and lower men, equipment and materials utilized in construction; performs related manual tasks.

Labourer I (8701)

Performs heavy manual work which does not require previous training and experience. Duties involve the use of simple hand and/or power tools such as push lawnmowers, weed eaters, trimmers, designated rototillers, light motor vehicles and other equipment which is designated as being of equivalent operating complexity and requiring equivalent training and experience.

Labour Forman II (8706)

Assigns, supervises, and participates in the work of labour Foremen and crews engaged in major construction and maintenance activities.

Machinist (8551)

Performs journeyman level work in the trade of Machinist in the fabrication and repair of metal components for tools, machinery and equipment.

Maintenance Repairman II (8532)

Assigns, provides leadhand direction, and participates in the work of Maintenance Repairmen and Labourers on a sub-journeyman level in a variety of minor construction, maintenance and repair tasks requiring some familiarity with basic trade practices in one or more of the building or mechanical trades.

Mechanical Contract Inspector (8022)

Prepares tenders, co-ordinates, monitors and inspects contracts for equipment and facility repairs with outside contractors and inspectors in the areas of sheet metal work, plumbing and elevator maintenance.

Millwright I (8011)

Performs journeyman level work in the trade of Millwright involving the mechanical repair, setup and alignment, and maintenance of a variety of machinery such as air compressors, cranes, and hoists, hydraulic jacks and pumps, engines, etc., in addition to the maintenance of heating and plumbing facilities.

Millwright/Machinist Foreman (8073)

Plans, coordinates, and supervises the work of Journeyman Millwrights, Machinists, related trades and semi-skilled assistants engaged in the installation, fabrication, servicing, maintenance, and repair of machinery, equipment, parts and attachments.

Mole Operator (8615)

Operates a mechanical tunneling machine (commonly called a mole), which operates in the ground surrounded by soil, in the construction of water tunnels.

Pipeman (8222)

Installs or replaces water pipes, valves, hydrants, etc., and provides leadhand supervision and instruction to helpers.

Plumber II (8009)

In addition to performing journeyman level of work of the Plumber trade, supervises the activities of other journeymen engaged in the trade, including semi-skilled assistants.

Plumbing and Heating Foreman (8021)

Directs and supervises the activities of journeymen Plumbers, Gasfitters, Steamfitters, journeymen of related trades and semi-skilled assistants, including maintenance and repair of various heating and cooling systems.

Steamfitter I (8024)

This is journeyman level work involved in the installation, maintenance, repair and testing of boilers, components and piping for heating and air conditioning systems.

Training and Safety Instructor (8717)

Provides classroom instruction and field training to employees operating different types of equipment. Makes recommendations as to whether or not employees are qualified to operate specific pieces of equipment and maintains records of such.

Truck Driver I (8610)

Operates and is responsible for a two-axle motor vehicle up to and including 5,000 kg G.V.W. This may involve pulling a trailer with one or more axles if the trailer is not equipped with air brakes. Performs routine labouring work which may be required in connection with the operation of the vehicle.

Truck Driver II (8612)

Operates and is responsible for a two-axle motor vehicle exceeding 5,000 kg G.V.W. This may involve pulling a trailer with one or more axles if the trailer is not equipped with air brakes. Performs routine labouring work which may be required in connection with the operation of the vehicle.

Truck Driver IV (8614)

Operates and is responsible for a tractor trailer combination designated under Alberta licensing requirements as needing a Class I Motor Vehicle Operator's License. Performs routine labouring work which may be required in connection with the operation of the vehicle.

Video Inspection Operator (8611)

Operates and deploys specialized closed-circuit video equipment on mobile platforms to conduct inspections. Maintains inspection equipment. Supervises other employees who are assigned to assist the inspection.

Water Utility Locator (8219)

Performs independent work in locating various underground water distribution system components and then marking the location above the ground. Review prospective jobs with water utility contractors, and writes official Alberta First Call reports.

Welder II (8562)

In addition to performing journeyman level work in the trade of Welder, supervises the work of other journeymen engaged in the trade including semi-skilled assistants.

Welder Foreman (8563)

Directs and supervises the day to day activities of Journeymen of the Welder trade, related trades and semi-skilled assistants engaged in maintenance, repair and construction projects.

Appendix III – Required Tools for the Plumbing Trade – C.U.P.E. Local 30

Classification	Basic Tool Kit	
	Tool Description	Size
Plumbers and Apprentices (4 th Year)	Large Screwdriver (Slotted)	
	Tape	12.0'
	Hacksaw	
	Close Quarter Hacksaw	
	Crescent Wrench	12.0"
	Crescent Wrench	8.0"
	Tubing Cutter Rigid #105	
	Tubing Cutter Rigid #20	
	Spirit Level	9.0"
	Basin Wrench	12.0" or 17.0"
	Vise Grips	
	Metalmasters (1)	
	3024 Chicago Trap Wrench (PO Plug)	
	Cold Chisels (2)	
	Wood Chisels (1)	
	Spud Wrench	
	Files (Rattail & Common Bastard)	
	Chalk Line	
	Pipe Wrench	6.0" or 8.0"
	Pipe Wrench	10.0"
	Pipe Wrench	12.0" or 14.0"
	Scratch Awl	
	Soil Pipe Chisel	
	Putty Knife	
	Plumb Bob	
	Yarning Iron	
	Keyhole Saw	
	Tap Seat Wrench	
	Ball Peen Hammer	1.0 lb.
	Claw Hammer	1.0 lb.
	Slip Joint Pliers	
	Screwdrivers (Set of 7 – Phillips, Robertson, Slotted)	
	Needle Nose Pliers	
	Allen Wrench Set	
	Tool Punch	
	Water Pump-type Pliers	
	Wood Rasp Round	
	Hole Saws (Variety of Sizes) or Planetary Bits (Set)	
	Tool Box	
	Centre Punch	
Strap Wrench		
Flaring Tool (Tubing)		
Inspection Mirror		
Nipple Extractors (Set)		
Pocket Thermometer		
High Temperature Thermometer		
Square	24.0"	
Try Square	12.0"	

Appendix IV – Protective Clothing

The following items of protective clothing shall be provided on an as needed/as required basis and replaced when an employee demonstrates fair wear and tear.

* **For EPCOR Water Services Employees:**

Ear Protection
 Safety Glasses
 Hard Hats and Liners
 Rubber Boots
 Leather Gloves
 Rubber Gloves
 Safety Vests
 Rain Suits
 Smocks
 Summer Coveralls or Overalls
 Insulated Winter (Safety Toed) Rubber Boots
 Winter Insulated Coveralls

For EPCOR Water Meter Shop Employees:

Rain Coats
 Leather Gloves
 Rubber Gloves
 Smocks
 Summer - (Safety Toed) Rubber Boots

Winter Insulated Coveralls shall be provided to EPCOR Water Services Employees on a fifty - fifty (50/50) cost share basis (between the employee and the Company).

The Company shall order these insulated coveralls and distribute them through the EPCOR Water Services Stores area and the coveralls shall have the required safety striping, Company branding and Union identification.

Signed this _____ day of _____, A.D. 2004.

**Canadian Union of Public Employees,
 Local 30**

EPCOR Utilities Inc.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Witnessed By: _____

The Canadian Union of Public Employees Local 30

The Following Letters of Understanding to the 2004-2006 Collective Agreement are Individual Letters of Understanding but are Grouped Together for Signing Purposes Only.

Letters of Understanding

- Letter #1 Contracting Out – Consultation Process
- Letter #2 Alberta Environment Compliance (A.E.C.) Certification
- Letter #3 Updating of Active C.U.P.E. Local 30 Classifications
- Letter #4 Cross-Training: Within and Between Business Units and Jurisdictions
- Letter #5 Retroactive Pay for Terminated Non-Permanent Employees
- Letter #6 Paid Leave for Collective Bargaining
- Letter #7 New Business Development – Out of Town Work
 - 7(A) New Business Development
 - 7(B) Out of Town Work / External Contracts
 - 7(C) EPCOR Water Services Inc. – Out of Town Work Expenses
 - 7(D) Out of Town – Travel Time – Guideline
- Letter #8 Employees Working in Other Jurisdictions
- Letter #9 McCauley *Improvement* Team
- Letter #10 Work Experience / Education Programs
- Letter #11 Random Drug and Alcohol Testing
- Letter #12 General Wage Increase

Letters of Understanding

between

EPCOR Utilities Inc.

(hereinafter referred to as the "Company")

Of the First Part

- and -

The Canadian Union of Public Employees Local 30

(hereinafter referred to as the "Union")

Of the Second Part

Letter #1 Contracting Out - Consultation Process

The parties agree to participate in a consultation process concerning the contracting out of work otherwise performed by employees within the jurisdiction of C.U.P.E. Local 30 where the work has been performed in-house in whole or part in the recent past, presently, or where work is being considered for future contracting. The purpose of such consultation will be to share information such as labour, equipment, administration and overhead costs, the reasons for contracting out; and to review Union suggestions with respect to these decisions. Meetings involving appropriate Company Representatives and up to four (4) Union Representatives will be conducted as agreed between the parties.

Letter #2 Alberta Environment Compliance (A.E.C.) Certification

*

In recognition of employees (permanent, provisional and temporary) acquiring the A.E.C. Certification, the Company shall pay a lump sum of money for acquiring each level of certification as follows:

<u>Level</u>	<u>Lump Sum Dollars</u>
Level I	\$200
Level II	\$300
Level III	\$400
Level IV	\$500

The lump sum shall be payable *immediately* after the employee produces evidence of successful completion of each level of certification.

Employees, in classifications as of the date of ratification of the 1997-1998 Collective Agreement, who occupy a permanent position but do not possess the required certification level, shall remain in their positions but will be encouraged to acquire such certification.

Lump sum payments will be made according to the level of certification acquired and one lump sum payment shall only be payable upon attaining the level of certification as long as the certification is required while the employee worked for EPCOR Utilities/Water Services Inc.

Letter #3 Updating of Active C.U.P.E. Local 30 Classification

1. The parties mutually agreed to update the class specifications of active Local 30 classes:
 - to eliminate redundancies and obsolete references (e.g. City of Edmonton);
 - to include new qualifications previously agreed to by the Union and Company.
2. It is further understood that this update will enable qualifications to be used consistently on postings and will be communicated in chart form to employees.
3. The updating of active classifications will proceed in the following order:
 - a). Truck Driver III
 - b). Labour Foreman III
 - c). Maintenance Repairman I
 - d). Other active classes
- * This updating process will be subject to the availability of Human Resources and shall be a topic for review and update at the regular Union / Management meetings. It is understood that two (2) representatives from the Union will be engaged in this process with two (2) representatives from the Company *and the process will be completed within one (1) year of the date of signing of this Agreement unless a time extension is mutually agreed to.* The same review and approval process used for the Labourer II, Equipment Operator III and the Labour Foreman I class specs will be followed.
4. After the updating process is completed for all active classifications, the Union and the Company will meet to discuss the process for any other required review of the C.U.P.E. Local 30 classification system.

Letter #4 Cross-Training: Within & Between Business Units & Jurisdictions

The parties mutually agree to meet and discuss the concept of cross-training. This concept will be discussed in the interests of:

1. Establishing ways to broaden the skills of employees, increase employees career opportunities and job enrichment and to allow employees to share minor or overlapping work functions across Union jurisdictions;
2. Improving operational efficiency and coverage for:
 - *
 - seasonal and peak workloads
 - emergency/shut down coverage
 - coverage for employees on long term vacation, approved leave of absence and/or illness/injury.
 - *meeting the needs of larger commercial contracts and out of town work assignments.*

3. Supporting cross-training in:

*

- a) the Water Dispatch area of EPCOR Water Services (C.U.P.E. Local 30 and CSU #52)
- b) involving water plant trades and McCauley Water Works trades people (IBEW #1007 and C.U.P.E. Local 30)
- c) *participate in future direction team Multiskilling program e.g. Instrumentation (IBEW #1007 and C.U.P.E. Local 30)*
- d) *Water Treatment Plants at EPCOR Water Services Inc. (IBEW #1007 or C.U.P.E. Local 37 and C.U.P.E. Local 30).*

Letter #5 Retroactive Pay for Terminated Non-Permanent Employees

To ensure the payment of retroactive pay to terminated non-permanent employees, who were employed by the Company between the expiration date of the previous Agreement and the date of the signing of a new Agreement, the parties agree to the following:

1. The Company will invite the Union to the worksite orientation sessions to provide information for newly hired non-permanent employees regarding Clause 7.02.
2. Non-permanent employees will be provided with a form letter at their orientation, whereby they can apply for any potential retroactive pay for which they may be eligible.
3. Within thirty days after signing a new Collective Agreement, the Company will provide a list to the Union of those non-permanent employees who were employed and terminated by the Company between the expiration date of the previous Agreement and the date of the signing of the new Agreement. This would include a listing of those employees who have not provided their form letter.
4. The Union will have thirty (30) days to contact any individuals who are eligible for retroactive pay but who have not yet submitted their form letter requesting payment.
5. The Company will pay retroactive pay to those eligible non-permanent employees who have formally requested retroactive pay that may be due them according to Clause 7.02.

Letter #6 Paid Leave for Collective Bargaining

It is understood between the parties that (for the next round of bargaining only) this Letter of Understanding will supercede Clause 8.03.02.01.01.

The Company shall provide up to fifteen (15) days of paid leave for Collective Bargaining to the C.U.P.E. Local 30 Bargaining Committee.

Following the round of collective bargaining, the parties shall determine whether *Clause 8.03.02.01.01.* shall become operative or this Letter of Understanding be inserted into the main body of the Collective Agreement.

Letter #7 New Business Development - Out of Town Work

Letter #7(A) New Business Development

In order to: (1) maintain the competitive position of EPCOR Water Services Inc., (2) retain a skilled work force and promote security of employment for C.U.P.E. Local 30 members and (3) enable EPCOR Water Services Inc. to expand and grow their business in an effective and efficient manner the Union and the Company agree to enter into discussions at the earliest opportunity regarding new business developments in order to explore a range of options and alternatives.

The Company and the Union after consultation with its affected members, may consider and after due process, mutually agree to implement creative solutions for such New Business Development opportunities. These discussions may include the assignment of employees to other work locations, terms and conditions, or other operational issues which may arise as a result of the new business.

Letter #7(B) Out of Town Work / External Contracts

The parties mutually agreed to the following shared interests and understandings regarding Out of Town Work / External Contracts involving C.U.P.E. Local 30 members in EPCOR Water Services Inc.:

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

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

- To maximize business travel during regular hours of work and minimize travel time at premium rates or on an employee’s off days.
- To encourage flexibility in travel times and hours of work, to meet work requirements and the personal needs of employees.
- To establish reasonable limits on how long an employee(s) can work and/or travel in a day (consistent with safety and labour standards).

- To ensure that the Company designates one employee as the person “in charge” – of fulfilling the leadership role for the out of town / external contract work. The employee charged with this responsibility shall co-ordinate any issues while on site / out of town and would be responsible for dealing with any unforeseen situations as they arise.
- To ensure there is confirmation of the understandings / Agreements of all affected employees by signing-off the work plan document (see attachment), with copies of the document being forwarded to the Union and Human Resources – Employee Relations. (This work plan process would occur for each out of town / external contract.)
- To reconsider work plan arrangements if the work requirements change significantly once the out of town / external contract work begins. The employee designated to take leadership for the particular out of town / external contract would be responsible for meeting with the other employees and determining if alternate work plan arrangements are required.
- To accommodate personal emergencies that require employees to return home prior to the conclusion of the out of town assignment.
- To provide a mechanism to debrief / provide feedback on out of town assignments after their completion for the benefit of employees, the Company and the Union. The parties agreed to add feedback regarding “out of town work assignments” as a standing item at the monthly Labour/Management meetings.
- To default to the provisions of the main body of this Collective Agreement if Agreement between the Company and affected employees is not achieved for a certain out of town / external contract assignment.
- Should EPCOR Water Services be successful in attaining out of town / external contracts of a longer duration [in excess of fourteen (14) calendar days], the parties shall meet and discuss the issues arising from this out of town / external contract work and determine and agree to terms and conditions for this out of town / external contract work.



Letter # 7(B) - Work Plan

Water Services Inc
Out of Town C.U.P.E. Local 30 Work Plan Meeting

Date: _____

Job Location: _____

Pay Period From: _____ To: _____

Start Date: _____

Completion Date: _____

	MON	TUES	WED	THUR	FRI	SAT	SUN	<u>Total Hours</u>
Work Time								
Travel Time								

	MON	TUES	WED	THUR	FRI	SAT	SUN	<u>Total Hours</u>
Work Time								
Travel Time								

Work Plan: _____

Comments: _____

Addendum Attached: YES or NO

Agreed by Workers Involved:

NAME	POSITION	PARTICIPANT	SIGNATURE

Date

Approved by:

Manager – EPCOR Water Services Inc.

cc: C.U.P.E. Local 30 Business Agent
EPCOR Human Resources - Employee Relations

Letter #7(C) EPCOR Water Services Inc. – Out of Town Work Expenses

In the spirit of partnership and in order to foster the growth of new business opportunities for EPCOR Water Services Inc., it is mutually agreed and understood by the parties that the following terms and conditions shall apply to Out of Town Work situations:

1. *Employees required to work and /or travel out of town for a duration up to and greater than one (1) day and one (1) night, who have been authorized and assigned their own EPCOR Purchasing (“P”) Card will be required to use their EPCOR “P” Card for all travel, accommodation, meals and other business related expenses. In the rare instance that a vendor does not accept the EPCOR “P” Card as a method of payment, the employee will pay for the business expense and submit a business expense claim in accordance with the EPCOR Policy.*

Permanent employees authorized and assigned their own EPCOR “P” Card who work and / or travel out of town with other EPCOR employees who are not assigned an EPCOR “P” Card will be responsible for paying for travel, accommodation, meals or other business related expenses for these other EPCOR employees as directed by their Supervisor and / or Foreman.

2. *Employees required to work and/or travel out of town for greater than one (1) day and one (1) night who have not been authorized and assigned the use of an EPCOR “P” Card for business expenses shall have the option to:*

a) *Be reimbursed for all travel, accommodation and meal expenses as per the EPCOR Policy; OR*

* b) *Choose to be paid a daily living allowance (per diem) of one hundred and fifteen dollars (\$115.00) to cover expenses related to daily meals (forty-five dollars- \$45.00) and accommodation (seventy dollars - \$70.00). Such allowance would be advanced to employees prior to their out of town work assignment. It should be noted that this per diem amount is inclusive of any applicable Provincial Sales Tax (P.S.T.).*

It should also be noted that the Company may have billing arrangements for employees’ out of town accommodations. In these instances, employees would be eligible for a per diem related only to daily meal expenses (forty-five dollars - \$45.00 per day).

* c) *Employees who have not been authorized and assigned an EPCOR “P” Card must choose either option 2. (a) or 2. (b) prior to the Out of Town Work occurring.*

** d) *Employees who have not been authorized and assigned an EPCOR “P” Card who are working or travelling out of town for Company business with an employee who is assigned an EPCOR “P” Card will have some or all of their travel, accommodations, meals and business expenses paid for by the permanent employee with the EPCOR “P” Card as directed by their Supervisor or Foreman. If their travel, accommodation and meal expenses are paid for on a permanent employee’s EPCOR “P” Card then the employee will not be eligible for the options outlined in 2. a) and 2. b) above.*

3. 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.
4. In the rare instance where employees have chosen option 2.(b) and they incur legitimate
* accommodation and meal expenses in excess of the one hundred and fifteen dollars (\$115.00) per diem; employees shall submit bills / receipts to their management supervisor for review and authorization.
5. Edmonton based employees who are required to utilize their personal vehicle to travel to and from their Out of Town Work location and for any other business purposes shall be reimbursed for their travel based on the EPCOR Policy.
6. 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.
7. The Company shall pay other legitimate out of town expenses such as material, equipment,
* supplies, and hosting. *Employees who have been authorized and assigned an EPCOR "P" Card will pay for these types of expenses with their EPCOR "P" Card, subject to the guidelines and limitations of the EPCOR "P" Card policy and manual. For employees who have not been authorized and assigned an EPCOR "P" Card or where payment with their "P" Card is not appropriate, payment for these expenses shall be made via the EPCOR purchasing policy (purchase orders), petty cash / expense claim reimbursement with appropriate receipts, or a cash float to the employee in charge of the out of town project.*
8. Should there be any discrepancies or issues with respect to the implementation of these provisions the parties agree to meet to review and resolve these items.
9. *All out of town business travel and expense claims made by employees will be submitted,
** processed and authorized consistent with the existing EPCOR "P" Card policy and / or all other applicable EPCOR financial policies. Additionally, if an employee is given an advance by EPCOR for out of town business travel or expenses, it is expected that the employee will submit an EPCOR expense claim as soon as possible following the out of town work. Any monies owing to the Company will be repaid to the Company by the employee in a timely manner. If an employee fails to file an expense claim or repay advance money owing to the Company, EPCOR will recover the outstanding advance and / or monies owing through payroll deduction(s). The Company will only do this after consulting with the employee and giving them a reasonable deadline to file the expense claim or repay the money.*

Letter #7(D) Out of Town – Travel Time - Guideline

The parties agree to the following :-

- 1.) The Company shall develop specific Out of Town - Travel Time – Guidelines consistent with the existing Employment Standards.
- 2.) Some general guiding principles are understood to be:
 - a.) The Company will recognize drivers and passengers of Company vehicles as being subject to the “Out of Town - Travel Time – Guidelines”.
 - b.) All out of town travel time will be coded as such and tracked in a separate “Travel Time Bank” at straight time at an employee’s regular base rate.
 - c.) Employees shall take time off in lieu of “Out of Town - Travel Banked Time” within a six (6) month time frame from when it was originally banked. After the six (6) months any banked travel time will be paid to employees at double time.

Letter #8 Employees Working in Other Jurisdictions

After review and discussion of this matter at bargaining the following understandings were agreed to regarding EPCOR employees performing work in other jurisdictions:

1. On a short term basis (up to or less than ninety [90] calendar days) – employees from other EPCOR jurisdictions may perform work for the McCauley Water Yard. These employees would remain within their “home” jurisdiction, continue to pay dues to that Union, continue to earn their regular base rate established within that jurisdiction and would be subject to the travel and accommodation arrangements established by the Company and/or that jurisdiction.
2. C.U.P.E. LOCAL 30 employees who perform work in another EPCOR jurisdiction on a short term basis (up to or less than ninety [90] calendar days) shall remain in the C.U.P.E. LOCAL 30 jurisdiction, continue to pay C.U.P.E. LOCAL 30 dues, continue to earn (at minimum) their regular base rate of pay and would be subject to travel/accommodation arrangements established in the Collective Agreement. It should be noted, that there would be no impact to a C.U.P.E. LOCAL 30 employee’s jurisdictional seniority or Company seniority (with respect to service recognition, benefits or other entitlements – unless specifically outlined and agreed to by the Company and the Union).
3. It is also understood that the Company will notify the Union in writing when any short term cross jurisdictional work (described in #1 & #2) is planned/required.
4. When the Company requires cross jurisdictional work to occur for a longer duration (greater than ninety [90] calendar days but less than one [1] year) the Company shall post this temporary work requirement within the appropriate EPCOR jurisdiction and make the selection for this posting. The successful applicant will be given a letter of offer for this specific temporary opportunity. The letter of offer shall be consistent with the rates of pay, terms and conditions and Union dues specified in the current Collective Agreement for the EPCOR jurisdiction specified.
5. C.U.P.E. LOCAL 30 employees who perform work in another EPCOR jurisdiction on a longer term basis (greater than ninety [90] calendar days but less than one year) as outlined in #4 shall continue to accrue their seniority standing within C.U.P.E. LOCAL 30 for when they return to their C.U.P.E. LOCAL 30 position.

6. Overall – it is understood that the Company would not seek short term or longer term cross jurisdictional work assignments if there are qualified employees within the existing jurisdiction that are available and able to perform the required work.

Letter #9 McCauley *Improvement* Team

*

In order *to* further develop the strong working relationship between the parties, C.U.P.E. Local 30 and EPCOR agree to develop a Team to discuss opportunities to improve the working conditions and operational strategies at McCauley Water Works. The intent of this Letter of Understanding is to involve employees in the decision making process as much as practicable, especially in those cases where the decisions involve employee growth, transfer opportunities, and hours of work as well as assessing the costs and benefits of implementing efficiency enhancements.

Implementation Plan

1. Members of the Team will be selected to ensure the broadest representation of all McCauley work areas as possible. Additional members may be required from time to time for permanent membership or for their involvement in discussions of a specific issue. All members, both permanent and temporary, will be selected jointly by the Union and the Company based upon the value they will add to the discussions.
2. The Team will review specific opportunities and develop recommendations for changes and enhancements. These recommendations will be forwarded to the sponsors of the Team for ratification. Union sponsors will be a Business Agent from C.U.P.E. Local 30 and the current C.U.P.E. Local 30 *President* (or designate). Company sponsors will be the Director of Operations – EPCOR Water Services Inc. and the EPCOR Water Services Inc. Employee Relations Consultant.
3. The initial meeting(s) of the Team will focus on developing the Terms of Reference, a parking lot of issues to be discussed, priorities for discussing the issues, development of a communication plan/strategy and an approach and projected timeline for addressing all of these items. In addition, the Team and sponsors will participate in True Colours, a team building and self-awareness course provided by EPCOR Human Resources – Employee and Organizational Effectiveness section.
4. Issues to be discussed by the Team include, but are not limited to the following:
 - Development of skill silos or matrices required now and into the future
 - Multi-skilling and skill based pay (or other compensation related options)
 - Multi-tasking
 - Promotions, hiring and interview strategies
 - Relief opportunities
 - Alberta Environmental *Compliance* or other Certifications
 - Behavioural skills and training
 - Hours of work
 - Culture changes

Letter #10 Work Experience / Education Programs

**

1. *It is mutually agreed by the parties, that the Company may participate in the following Work Experience/Education Programs:*
 - (a) *Edmonton Public School Board*
 - (b) *Edmonton Separate School Board*
 - (c) *University of Alberta*
 - (d) *NAIT – or any other Post Secondary Colleges*
 - (e) *Okanagan University College*
 - (f) *Any other work experience/education programs agreed to between the Union and the Company.*
2. *Any wages or compensation and working conditions for the individuals participating in such work experience programs shall be determined by the Company, the applicable educational institution and the affected individual (or guardian), as the case may be. As much as possible, the Company shall endeavour to develop terms and conditions of employment that are consistent with the existing provisions in this Collective Agreement.*
3. *The Company shall advise the Union of those individuals participating in such Work Experience / Education Programs prior to the individual's actual commencement.*
4. *Additionally, it is agreed that the Company's participation in these Work Experience programs shall not displace existing employees or threaten job security of employees falling within the scope of this Agreement.*
5. *Should the Company wish to participate in any other Work Experience / Education program(s), the Company shall consult with the Union accordingly and receive the Union's written agreement prior to participating in such programs.*
6. *Work Experience / Education Program participants earning wages as outlined in the current Collective Agreement will pay Union dues. Work Experience / Education Program participants who are not earning wages as outlined in the current Collective Agreement will not pay Union dues.*
7. *Either of the parties may revoke this Letter of Understanding by providing one (1) month's written notice of their intention to do so. It is further agreed, that the parties would allow for any existing participants (those involved in a Work Experience / Education program up to the date of written notification), to complete their Work Experience / Education program assignment.*

Letter #11 Random Drug and Alcohol Testing

**

Random drug and alcohol testing will not be conducted. In those circumstances where the employee and the Company are engaged in a rehabilitation program which includes follow up testing, that testing will not be considered random testing. Future legislation or regulatory changes may require such random testing.

It is understood that random drug and alcohol testing is a selection procedure whereby employees are required to attend drug and alcohol testing based on a random selection process from the general employee population based strictly on chance. Random testing does not rely on or include post incident or reasonable grounds.

Letter #12 General Wage Increase

**

Whereas:

- *there is a desire for the general wage increase to be consistent amongst the four largest EPCOR bargaining units; and*
- *in the current round of bargaining, settlements have not been concluded between EPCOR and CSU 52 or between EPCOR and IBEW,*

The parties agree as follows:

1. *For the purposes of this Letter of Understanding, "General Wage Increase" shall mean an across-the-board increase to wages or an across-the-board lump sum applied equally to all employees in the bargaining unit. The General Wage Increase shall not include: pay adjustments for specific individuals, classifications, occupations or paygrades, adjustments to premiums, or adjustments to any other element of compensation.*
2. *The General Wage Increase applied to this Collective Agreement will be as follows:*
 - a) *Effective December 28, 2003: 3.5%*
 - b) *Effective December 26, 2004: 3.5%*
 - c) *Effective December 25, 2005: 3.0%*
3. *If EPCOR negotiations with either CSU 52 or IBEW 1007 achieve a Collective Agreement and the annual General Wage Increases are greater than the increases specified in point 2 above, then the highest General Wage Increase shall be made in this Collective Agreement, effective on the same date as in the comparison settlement.*

Signed this _____ day of _____, A.D. 2004

**Canadian Union of Public Employees,
Local 30**

EPCOR Utilities Inc.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Witnessed By: _____

The Canadian Union of Public Employees Local 30

The Following is an Addendum to the 2004-2006 Collective Agreement Regarding
Alternate Hours of Work

Addendum I – Alternate Hours of Work

between

EPCOR Utilities Inc.

(hereinafter referred to as the “Company”)

Of the First Part

- and -

The Canadian Union of Public Employees Local 30

(hereinafter referred to as the “Union”)

Of the Second Part

Alternate Hours of Work – Shift Schedules

The following provisions shall apply to employees who work according to an assigned shift schedule which requires them to work daily hours of work in excess of eight (8) hours. 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 supercede those clauses of the Main Agreement. Where conflict or differences exist between the clauses contained in the main portion of the Collective Agreement, the specified provisions contained in this Addendum shall prevail in respect to employees assigned alternate hours of work.

6. Working Conditions

6.01. Hours of Work

6.01.01. Employees engaged in alternate hours of work schedules shall be scheduled to work daily hours of work not to exceed twelve (12) hours per day. These hours of work shall be set out in a shift schedule. The hours of work for such employees shall average forty (40) hours per week over one complete shift cycle.

6.01.02. Day Shift

The hours of work for employees engaged in the day shift shall be any consecutive hours of work, the majority of which falls between 05:00 and 18:00 hours (5:00 a.m. and 6:00 p.m.), not to exceed twelve (12) consecutive hours. Day shifts of ten (10) consecutive hours or less shall provide for a minimum of a one – half (1/2) hour unpaid lunch break unless employees are required at their worksite during lunch, in which case the lunch break shall be included in the day shift of ten (10) consecutive hours or less and shall be a paid lunch break. Day shifts in excess of ten (10) consecutive hours shall include a paid lunch break as part of the shift. Changes in the hours of work for the day shift shall not constitute a change of shift provided that such hours of work are consistent with the definition of a day shift and provided that not less than twelve (12) hours notice is given to the employee.

6.01.03. Afternoon Shift

The hours of work for those employees engaged in an afternoon shift, the major portion of which falls between 16:00 and 08:00 hours (4:00 p.m. and 8:00 a.m.), shall be any consecutive hours of work not to exceed twelve (12) consecutive hours, including adequate time off for lunch.

6.01.04. (not applicable)

6.01.05. (not applicable)

6.01.07.03. (not applicable)

6.01.12. Rest Periods

Employees who are working ten (10) or more consecutive hours daily shall be permitted a twenty (20) minute rest period midway through the first half of their shift and a twenty (20) minute rest period midway through the second half of their shift. Employees who are working less than ten (10) consecutive hours daily shall be permitted a fifteen (15) minute rest period midway through the first half of their shift and a fifteen (15) minute rest period midway through the second half of their shift.

6.02. Overtime Work

6.02.06. Where an employee works hours which exceed an average of eighty (80) hours per pay period (excluding all hours worked at premium rates, but including those hours paid in accordance with Clause (6.13.) over one (1) complete shift cycle, the employee shall be paid for such excess hours in accordance with the overtime premium specified in 6.02.02.

6.07. Shift Differential

*

Those employees who work a scheduled shift, one half (1/2) or more of which falls between 16:00 and 08:00 hours (4:00 p.m. and 8:00 a.m.) shall receive a shift differential of *one dollar and thirty-five cents (\$1.35)* per hour for said shift. In addition an employee who works according to a shift schedule which provides an equal combination of day and afternoon shifts, shall be eligible to receive shift differential for hours worked on day shift which fall between 16:00 and 08:00 hours (4:00 p.m. and 8:00 a.m.).

Effective *December 26, 2004* the premium shall be increased to *one dollar and fifty-five cents (\$1.55)*.

Effective *December 25, 2005* the premium shall be increased to *one dollar and seventy-one cents (\$1.71)*.

6.10. Standby Pay

6.10.01. Employees held on standby *for the compressed hours of work* schedule shall be paid for standby service *effective June 27, 2004* on the following basis:

*

6.10.01.01. Evening to morning, weekdays, weekends (*specifically Friday, Saturday and Sunday*) shall be paid at a flat rate of twenty-five dollars (\$25.00) per day.

*

Those employees held on standby on statutory holidays shall be paid a flat rate of thirty dollars (\$30.00).

6.10.01.02. The provisions specified in Clauses 6.02., 6.04., and 6.05. shall apply to this section in respect to hours worked outside of the employee's shift schedule when an employee is called out to the worksite.

6.10.01.03. In addition, when an employee is called out to the worksite, he shall be paid the applicable overtime rate for any work done.

8. **Fringe Benefits**

8.01. Statutory Holidays

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

*

Effective December 25, 2004, a day's pay for a statutory holiday or a day in lieu of a statutory holiday shall be equal to the monetary or time equivalent of *ten (10)* hours' work.

8.01.03.01. For all Water System Servicemen (class 8211) who are engaged in a seven (7) day per week by twenty-four (24) hour per day shift schedule and who are scheduled to work on a statutory holiday; will receive payment in lieu of the statutory holiday in an amount equal to the regular scheduled hours worked on the statutory holiday.

8.07. Health and Welfare Benefits

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

The Company shall provide five (5) paid sick days per benefit year to provisional employees. These sick days shall be paid at one hundred percent (100%) of the employee's regular wage/salary.

After three (3) incidents of absence in a benefit year, payment of this benefit will be reduced to eighty percent (80%) of an employee's regular wage/salary for each day of absence.

27. Supplementation of Compensation Award

An employee who receives supplementation payments because of a compensable injury shall receive his bi-weekly salary according to the schedule he would have worked had he not been injured.

28. Implementation of the Alternate Hours of Work Schedule

If the schedule is approved by the parties, premiums which may normally have been payable as a result of implementing the schedule will not be paid.

29. Provisions for Reversion From Alternate Hours of Work Schedule

Either of the parties to this Addendum may discontinue any alternate hours of work schedules by providing one (1) month's written notice to the other party of their intention to do so.

30. Alternate Hours of Work Shift Schedules Approval Process

Once an alternate hours of work shift schedule is developed/designed, it shall be brought forward for review by the parties. An alternate hours of work shift schedule shall be subject to the following prior to implementation:

- (a.) the schedule must receive support from the majority of the employees working the shift schedule as well as local management,
- (b.) the schedule shall be submitted to Human Resources and the Union for review and approval.

Signed this _____ day of _____, A.D. 2004

**Canadian Union of Public Employees,
Local 30**

EPCOR Utilities Inc.

_____	_____
_____	_____
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_____	_____
_____	_____
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Witnessed By: _____