

2010 - 2013 Collective Agreement

between

EPCOR Utilities Inc.

(hereinafter called the “Company”)



-and-

Canadian Union of Public Employees Local 30

(hereinafter called the “Union”)



Duration: December 19, 2010 to December 14, 2013

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: December 19, 2010 to December 14, 2013

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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 will 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 will 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: December 19, 2010 to December 14, 2013

WHEREAS:

In the spirit of partnership the parties will endeavour to create and maintain a positive and harmonious workplace. Such a workplace will 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 the Company and the Union 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 Union 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 will 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 will include the plural and all words in the plural will include the singular; words of masculine gender will include the feminine.

NOW THEREFORE:

The Company and the Union mutually agree as follows:

1. Amendment and Termination

- 1.01. Witness that this Agreement will become effective on the first day of the pay period following ratification and will 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 will be transmitted to the other party within the time limit set out above and the existing Agreement will 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 will be for the period from *12:01 midnight December 19, 2010 to December 14, 2013*. All items will come into force and effect on the above specified date unless otherwise specified in this Agreement.
- *

2. Scope

- * This Agreement will apply to all employees of the bargaining unit of the Union, as defined in certificates #168-97 and #19-2011 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 will 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 will mean the calendar year, commencing January 01 and ending December 31.

- 3.03. Calendar Year

The words "calendar year" will mean twelve (12) calendar months, commencing January 01 and ending December 31.

- 3.04. Classification

The word "classification" when used in this Agreement will 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 will 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 will include the plural and all words in the plural will include the singular; words of masculine gender will include the feminine.

3.07. Member

The word "member" when used in this Agreement, in reference to a specific Plan contained herein, will 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 will mean:

Bi-weekly pay at regular rate of pay X 26 = Monthly Salary.

12

3.09. Off Days

The words "off days" when used in this Agreement will 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.

3.10. Part-Time Employee

The words "part-time employee" when used in this Agreement will 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.

3.11. Permanent Employee

The words "permanent employee" when used in this Agreement will 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.

3.12. Permanent Position

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

3.13. Position

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

3.14. Probationary Employee

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

3.15. Promotion

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

3.16. Red Circled Employee

The words “red circled employee” when used in this Agreement will 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.

3.17. Regular Rate of Pay

The words “regular rate of pay” when used in this Agreement will 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.

3.18. Shift

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

3.19. Shift Schedule

The words “shift schedule” when used in this Agreement will 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.

3.20. Standby

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

3.21. Temporary Employee

The words “temporary employee” when used in this Agreement will 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 status in accordance with the terms of this Agreement.

3.22. Trial Term

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

3.23. Vacation Year

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

3.24. First (1st.) Vacation Anniversary

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

3.25. Vacation Anniversary Date

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

4. Managerial Responsibilities

4.01. Managerial Responsibilities

- (a) 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.
- (b) The parties agree that there will be no strike or lockout while this Agreement is in force.

4.02. *Coaching and Counselling*

**

Coaching and counselling is the process of clarifying expectations so that an employee is aware of performance requirements. Coaching and counselling is not disciplinary. Coaching and counselling is not a prerequisite to discipline.

- (a) *Coaching and counselling may be delivered verbally or in a written format.*
- (b) *Where coaching and counselling involves issuing a formal letter to the employee:*
 - (i) *The letter shall indicate that it is not disciplinary,*
 - (ii) *A copy of the letter will be forwarded to the Union, and*
 - (iii) *A copy of the letter will be place on the employees file.*
- (c) *Coaching and counselling is subject to the Dispute Resolution Process as outlined in Article 14 up to the Formal Review Stage. Decisions reached at the Formal Review Stage will be final and binding.*

4.03. Discipline

*

- (a) The Company will endeavour to apply discipline consistently and fairly to all Company employees.

- (b) The Union recognizes the right of the Company to discipline employees for just cause.

The Company will 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 will 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.

- (c) Where an employee is required to meet with a representative of the Company for the purposes of applying discipline to said employee, the employee will, should they so desire, be entitled to have a Union representative present during such meeting. The Company will 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 will 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 will not be prevented from taking disciplinary action.

- (d)
 - (i) Past disciplinary notices will 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 will be removed from the employee's Personnel file.
 - (ii) 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.

- (e) 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 will become part of their permanent record.

- (f) Grievances arising from discharges will be initiated at the Formal Review Phase of the Dispute Resolution Process outlined in this Agreement.

4.04. Discipline

*

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

- (a) Performance management is an attempt to make positive changes in an employee's behaviour and/or performance and may include the application of employee discipline.

- (b) The Company will consult with the Union before any decisions are made regarding employee discipline in order that the Union can provide their input and perspective prior to the Company making decisions and taking action.
- (c) The Company agrees to keep the Union informed regarding the development of any Company Policy regarding performance management 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 bargaining 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.

There will be no discrimination, restriction or coercion exercised or practiced by either party in respect of an employee by reason of race, age, ancestry, national or ethnic origin, colour, place of origin, religious beliefs, gender, marital status, source of income, family status, mental or physical disability nor in respect of an employee or employer exercising any right conferred under this Agreement or any law of Canada or Alberta.

Article 5.02 will not apply with respect to limitations based on bona fide occupational requirements.

5.03. Check-Off of Union Dues

- (a) The Company agrees to deduct Union dues (as will be decided by the Union) from the wages of all employees covered by this Collective Agreement. The Union will 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 will provide written notice to the Company of the alterations desired not less than thirty (30) days prior to the desired implementation date. Deductions will commence with the first pay period and will be forwarded to the Union at the end of each pay period together with a list of employees from whom deductions have been made.
- (b) Regular deductions for Union dues will continue to be made from the Long Term Disability benefit payable to the member.
- (c) 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.

- (d) 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 for payment of their union dues through the Union, prior to the commencement of such leave.

5.04. List of Union Officials

The Union will 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 will 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 will 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, will be subject to the specific provisions of Clause 6.01. of this Agreement.

Employees working Alternate Hours of Work will 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.

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

- (b) Day Shift

The hours of work for employees engaged in the day shift will 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 will 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.

(c) 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), will be any eight (8) consecutive hours, including adequate time off for lunch, for five (5) days per week.

(d) 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.), will be any eight (8) consecutive hours, including adequate time off for lunch, for five (5) days per week.

(e) * Employees who work shift work in a 24 hour/ 7 days per week shift rotation will have a shift schedule that may incorporate eight (8), ten (10), and twelve (12) hour shifts.

The shifts may run between two – seven (2 – 7) consecutive days dependent upon Company requirements. Employees in *these* shift rotations must have their hours of pay balanced to pay them their full time wages bi-weekly (e.g. If the employee is a forty (40) hour per week worker they will be paid eighty (80) hours bi-weekly even when the shift rotation may require less than eighty (80) hours in that said pay period). Consequently the shift rotation may have more than forty (40) hours per week and more than eighty (80) hours in the pay period, however the employee will not receive overtime for these scheduled hours.

Consecutive days off are included in the regular schedule, however, the regular scheduled shift may be changed temporarily to maintain efficient operation of the Company. Overtime will be exempt if the employee is given forty-eight (48) hours' notice of the temporary change. The extra hours accrued due to the temporary shift change must be balanced with time off in lieu of the extra hours worked.

Hours worked and lunch will be determined dependent upon employee, Company, and Union requirements.

(f) The hours of work stated in Clauses 6.01(a), 6.01(b), 6.01(c), 6.01(d) and 6.01(e) are stated solely for the purpose of calculating overtime.

(g) Except as provided for in Clause 6.01(h), where a change of shift is required due to conditions of the service, the following conditions will apply on the first day of the change:

- (i) * *Forty eight (48) hours' notice must be given of the change prior to the commencement of the new shift.*
- (ii) There must be a minimum of eight (8) hours between shifts.
- (iii) The employee must not have worked previously in the calendar day of the first shift worked.

(iv) If any of the conditions of Clause 6.01(g) 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 will not be prejudiced by overtime worked.

(h) Shift Schedules

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

(i) Rest Periods

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

(j) 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

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

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

(c) An employee called out for emergency work outside his shift, but not immediately preceding it, will 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 will be considered as one call for the purpose of computing minimum pay for an employee called out.

(d) An employee required to work overtime following the completion of his scheduled hours of work will 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 will assign the lunch period. In the event that overtime continues, such an employee will 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 will be deemed to have been taken after the completion of two (2) hours of such overtime work.

(e) Employee Fatigue

(i) An employee's scheduled hours of work will be confined within a period of twelve (12) consecutive hours in any one workday.

(ii) The Company will follow the applicable EPCOR Corporate Safety policy in order to meet the operational demands for urgent and /or emergency work situations.

(iii) If a 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 will work the remaining balance of their scheduled shift or they may request to use banked time, vacation time or time off without pay for the remaining hours of their scheduled shift.

6.03. Banked Time

(a) An employee will have the option to receive overtime, *standby pay*, 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.

(b) 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.

The immediate management supervisor or his designate has the discretion to approve employee requests for use of their banked overtime.

(c) The time equivalent will 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.

(d) 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(e).

- (e) * On or before the second pay day of November each year, an employee's banked time will not exceed the time equivalent of forty (40) hours (*or forty eight (48) hours in the case of employees working twenty four (24) hours per day/seven (7) day per week shift schedules*). Amounts in excess of forty (40) hours or *forty eight (48) hours* will be paid to the employee.
- (f) * 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 employee will provide a minimum of one (1) pay period notice of the request and 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 will 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(c) will be applicable in this section.

6.05. Pay for Work on Statutory Holidays

- (a). An employee required to work on a recognized statutory holiday for which he is eligible will be paid two (2) times his regular rate of pay for each hour worked.
- (b) The provision for the minimum call-out time specified in Clause 6.02(c) will be applicable in this section.
- (c) The provisions in this section of the Agreement will supersede the provisions of the sections of this Agreement covering overtime and off day premium.

6.06. Temporary Change of Duty

- (a) All employees will 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 will 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 will 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.

- (b) Overtime work will 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

*

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.) will receive a shift differential of *two dollars and twenty five cents (\$2.25)* per hour for said shift. An employee will not be eligible for shift differential for hours worked at premium rates, except that employees will be eligible for shift differential for applicable shifts worked on statutory holidays.

Note: Classifications 7606 (Operator in Training), 7605 (WWTP Operator), 7611 (Lead Operator), and 7610 (Operator Foreman) will not be eligible to receive shift differential.

6.08. Reporting Pay

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

- (a) 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, will be paid two (2) hours' reporting pay in accordance with the following:
 - (i) Permanent employees will 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.
 - (ii) Temporary employees will be paid reporting pay at their regular rate of pay established in accordance with the provisions of this Agreement for fringe benefit entitlement purposes.
 - (iii) The provisions of Clause 6.08 (a) will 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.
- (b) 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.
- (c) 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, will 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

- (a) Employees held on standby will be paid for standby service on the following basis:

- (i) Evening to morning, weekdays, weekends and off days and statutory holidays – *Thirty dollars (\$30.00) per day.*
- * (ii) The provisions specified in Clauses 6.02., 6.04., and 6.05. will 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.
- (iii) In addition, when an employee is called out to the worksite, he will be paid the applicable overtime rate for any work done.

6.11. Weekend Work Premium

- (a) An employee who works a scheduled shift, the major portion of which falls on a Saturday, will 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.
- (b) An employee who works a scheduled shift, the major portion of which falls on a Sunday, will 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.

Note: Classifications 7606 (Operator in Training), 7605 (WWTP Operator), 7611 (Lead Foreman), and 7610 (Operator Foreman) will not be eligible to receive weekend work premium.

6.12. Cold Weather Premium

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

6.13. Equipment Operator Training Pay

*

A *Designated* 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 will receive an additional two dollars (\$2.00) per hour, in addition to their basic rate of pay when they are performing these training related functions.

It is understood that this additional Equipment Operator Training Pay added to an employee's base rate will be pensionable.

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 Pay

Those employees from the Company who exercise leadership roles beyond the normal scope of their responsibilities will receive an additional two dollars (\$2.00) per hour in addition to their basic rate of pay when they are performing these leadership functions.

It is understood that this additional Leadership / Responsibility Pay added to an employee's base rate will be pensionable.

This Leadership / Responsibility Pay will be paid to employees based on the review and prior approval of their management supervisor and in accordance with the Company's guidelines for payment of this Leadership / Responsibility Pay (see Appendix I, Note #1).

6.15. Chamber Crew Pay

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Effective September 28, 2008, those permanent or relief employees from the Company who are assigned or scheduled to work on a Chamber Crew will receive an additional five (5%) percent per hour in addition to their basic rate of pay when they are performing these Chamber Crew functions.

Chamber Crew Pay, with the exception of the overtime portion, will be pensionable.

Chamber Crew Pay will be paid to employees based on the approval of their supervisor

6.16. Certified Operator Pay

**

An employee who is required by the company to operate equipment not related to their regular job duties requiring Alberta Journeyman certification (or Interprovincial Red Seal) will receive an additional one dollar and fifty cents (\$1.50) in addition to their basic rate of pay for every hour spent operating the equipment.

7. Remuneration

7.01. Wages

- (a) The rates of pay established in Appendix I will apply during the term of this Agreement. Employees will be paid on or before every second Friday.
- (b) 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 will have his anniversary date, for wage increment adjustment purposes, extended by the number of consecutive calendar days of such absence.
- (c) If an error results in the under payment of an employee's pay, the Company will provide a correcting payment to the employee within a reasonable period. Errors resulting in an overpayment to an employee will be recovered within a reasonable period.
- (d) It is the individual employee's responsibility to complete their time card/sheet accurately and within the required time frame.

- (e) It is the Foreman/Supervisor's responsibility to validate and approve the employee's time card/sheet.
- (f) The Foreman/Supervisor will make every reasonable attempt to consult with an employee prior to altering his or her time card/sheet.

On monetary issues, the Foreman/Supervisor must consult with the employee at the earliest opportunity, after making such alteration.

7.02. Retroactive Pay

- (a)* Past employees who were in the service between the expiration date of the previous Agreement and the date of the signing of this Agreement will 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.

Within fifteen (15) days after signing a new Collective Agreement, the company will provide a list to the Union of all terminated employees who were employed and terminated by the company between the expiration date of the previous Agreement and the date of signing of the new Agreement. This would include a listing of those employees who have not provided their form letter.

The Union will have forty five (45) days to contact any individuals who are eligible for retroactive pay but who have not yet submitted their form letter requesting payment.

- (b)* Employees in the service as of the signing of this Agreement will be eligible for a retroactive payment of wages only to *December 19, 2010*, 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.

- (i) The percentage increase to the regular rate of pay for paid straight-time hours;
- (ii) The percentage increase to the overtime rate of pay (regular rate of pay times two [2]) for hours worked at the overtime or off day premium;
- (iii) The percentage increase to the rate of pay at the existing statutory holiday premium (regular rate of pay times two [2]) for scheduled hours worked on a statutory holiday.

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 those qualifications in the course of his duties, will be reimbursed five percent (5%) 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

- (a) The following days will be recognized as statutory holidays for the purpose of this Agreement, and all permanent employees will 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.

- (b) * 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, will be entitled to receive the statutory holidays, *specified above in 8.01(a)*, provided that they meet the terms and conditions set out in this section.
- (c) Part-time employees will be paid for the statutory holidays to which they are entitled at their regular rate of pay for hours which will 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).
- (d) 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.
- (e) All employees will receive the recognized statutory holidays for which they are eligible. Such employees will 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 will 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 will 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 will receive a day's pay in lieu of the holiday.
- (f) Employees on approved leave for ten (10) working days or less will receive the statutory holidays for which they are eligible, except when such leave is the result of a compensable accident.

- (g) * If, during a period of *short term disability* of ten (10) working days or less, a work day is coincident with a statutory holiday or lieu day, the employee will receive such day paid as a statutory holiday and remaining days will be paid from applicable *short term disability* entitlement.
- (h) The application of the statutory holiday provisions will not be construed as either a layoff or a change in an employee's hours of work schedule or regular hours of work.
- (i) The statutory holidays, as specified in this Agreement, will be observed by the parties to this Agreement on the normal calendar day of occurrence. Employees will 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 will be observed as the statutory holiday in lieu of any alternative day which may be established by legislation and that the statutory holiday provisions will 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 will 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

- (a) Annual Vacation Leave will be advanced to permanent and probationary employees in full on the first (1st.) of January each year and such employees will be allowed to schedule this leave, subject to the terms of this Agreement. A new employee will receive an annual vacation leave entitlement advance as of his date of hire in accordance with Clause 8.02.02.
- (b) A full-time permanent or probationary employee will be entitled to annual vacation leave on the following basis :

<i>On or after the:</i>	<i>Annual Entitlement</i>	<i>Maximum Annual Entitlement</i>
First vacation anniversary (January 01)	15 X the average daily hours of work	120 hours
7 th vacation anniversary	20 X the average daily hours of work	160 hours
16 th vacation anniversary	25 X the average daily hours of work	200 hours
22 nd vacation anniversary	30 X the average daily hours of work	240 hours

- An employee's First Vacation Anniversary will be the January 1st that follows the employee's hire date. Thereafter, subsequent vacation anniversaries will be on January 1st each year.
 - One hundred and twenty (120) working hours on or after their first (1st.) Vacation Anniversary.
- (c) 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 will be credited with such increased entitlement on January 01 of that year.
- (d) An employee will receive annual paid vacation leave in any vacation year, in an unbroken period, unless otherwise mutually agreed upon by the employee and the Company.
- (e) An employee, who terminates during a calendar year, will 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 will 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 will pay the employee for their unused pro-rata ratio of vacation leave entitlement.

The pay out or reimbursement of vacation credits will 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 will be made to the employee's estate.

- (f) *The Company will notify employees of the requirement to submit vacation requests by December 1 of each year. Employees will request vacation leave by December 31 of the calendar year for the succeeding calendar year. Between January 15 and February 1, the vacation time schedule for all eligible employees will be completed and posted in each work location. Any employee who fails to indicate a choice by December 31 will have waived his right to choose his vacation period over other employees. 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.*
- (g) *Employees will be permitted to take their annual vacation leave entitlement up to a maximum of four (4) continuous weeks or one hundred and sixty (160) hours in a continuous period during June 15 to August 31 of each year.*

- (h) Vacation pay for full-time permanent or probationary employees will 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.
- (i) When a full-time temporary employee is appointed to the permanent staff, the employee's length of service for vacation leave entitlement purposes will be established by adding together the total number of pay periods employed with the Company as a full-time temporary employee and dividing by twenty-six (26). The result thus obtained will constitute the years of service and these, added to subsequent continuous years of service, will constitute the years of continuous service for vacation entitlement purposes as provided in this Agreement. However, the months employed as a temporary employee which occur prior to a break in employment of twelve (12) continuous months will not be used in ascertaining years of service for vacation leave purposes. In addition, the employee's Vacation Anniversary Date will be adjusted consistent with Clause 8.02.02.
- (j) 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 will carry over his entitlement to the following vacation year or succeeding vacation years.
- (k) If a recognized statutory holiday, for which an employee is eligible, occurs during a period of annual vacation of that employee, he will 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.
- (l) An employee who has been absent from work without pay for more than one (1) complete pay period will have his annual vacation leave entitlement reduced on a pro-rata basis to reflect the absence in excess of one (1) complete pay period.
- (m) Permanent or probationary employees absent because of occupational disability in excess of one hundred and eighty (180) consecutive calendar days will 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.
- (n) Permanent or probationary employees in receipt of Long Term Disability benefits will 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.

- (o) 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 will not be included in the employee's annual vacation entitlement, but will 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.

- (p) A permanent or probationary employee on annual vacation will be eligible for bereavement leave in accordance with the applicable bereavement leave provisions in this Agreement.
- (q) Insofar as the efficient operation of a section will permit, an employee will 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) months' notice thereof, where practicable, and such employee will 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 will assign the vacation period.
- (r) The Annual Vacation Leave for temporary employees will be paid out bi-weekly based on a percentage of the employee's straight time pay for that pay period as follows:

On or after :	Entitlement (% of Straight Time Pay)
Date of Hire	6 %
7 th vacation anniversary	8 %
16 th vacation anniversary	10 %
22 nd vacation anniversary	12 %

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

- (s) **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.

(t) Additional Vacation for Shiftworkers

Employees who worked a minimum of seventy-five (75) twelve (12) hour shifts in the previous calendar year will be eligible for additional vacation credits to compensate them for the time they spend at work at shift exchange time. The extra vacation will be forty (40) hours.

8.03. Leave of Absence

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

(b). Leave with Pay

(i) The Company will grant leave of absence with pay to employees representing the Union in accordance with the following provisions:

(1) * Accredited representatives to the negotiating committee for the Union, will be granted leave, at the regular rate of pay, for the purpose of *preparing for and* attending joint collective bargaining 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 Labour Relations – 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. The Company will provide up to fifteen (15) days of paid leave for Collective Bargaining for each of the *up to four (4)* employee members of the Union's Bargaining Committee.

(2) 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 will 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 will be granted leave with pay.

- (3). Leave of absence with pay for other matters of mutual concern may be made in accordance with Company regulations.
- (4) Leave of absence with pay will be for those hours the employee normally would have worked had he not been required to meet with representatives of the Company.

(ii) Leave for Medical and Dental Appointments

*

Employees will endeavour to schedule medical and dental appointments off work hours where possible.

A permanent employee who is required to arrange a medical or dental appointment during working hours will be allowed to *attend* such appointment on Company time and without loss of pay, provided that they are not absent from work for a maximum of three (3) hours. Such employee will not be obliged to make up the time spent away from work to keep the appointment.

An employee whose absence exceeds three (3) hours for a medical or dental appointment may use banked overtime, vacation credits, short term disability benefits (where applicable and authorized), Personal and Family Responsibility Leave or such other arrangement mutually agreed to by the employee and their immediate supervisor and signed-off by their management supervisor, to avoid a loss of pay for the period in excess of three (3) hours.

(iii) Leave for Family Related Responsibilities

*

All permanent full-time employees are eligible for up to twenty-four (24) hours of leave with pay for family related responsibilities in each benefit year.

Permanent part-time employees will receive a pro-rated number of hours as outlined in the Advantage Benefits program handbook.

These hours may not be carried over into the next benefit year.

These hours may be used for the following purposes:

- (1.) The care of a sick child, parent or other immediate defined family member for which the employee is responsible.
- (2.) Attendance at medical or dental appointments for the employee's spouse, their child or their parent.
- (3.) Attendance at medical or dental appointments for the employee in the event the required absence is longer than three (3) hours.
- (4.) Childcare due to reasons that could not have reasonably been anticipated or where normal arrangements are not available.
- (5.) A personal need that requires the employee's immediate attention and that is approved by the Company.

An employee wishing to utilize these hours must notify their supervisor prior to the date, where possible. In the case of an emergency, notice should be provided as soon as possible.

An employee using leave for personal and family related responsibilities must provide a written explanation to their supervisor either prior to the leave or upon return to work.

(c) Leave without Pay

- (i)
* 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.
- (ii) Leave of absence without pay for full-time Union employment will be granted under the following conditions:
 - (1) In the event that an employee becomes a full-time official of the Union, he will be granted leave of absence for the purpose of carrying out the duties of his office and will retain his seniority in the Company as if he had remained in continuous employment therein. He will have the right, at any time, upon giving one (1) months' notice, to return to his previous position or to such other position to which he may be promoted by reason of seniority and ability.

(2) Such an employee will 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 will be based on his earnings during his full-time employment with the Union, who will pay the Company's portion, making due allowance for changes in his marital status and number of dependants.

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

8.04. Bereavement Leave

(a) A permanent employee will 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:

(i) *An employee will be granted five (5) regularly scheduled consecutive working days without loss of pay at the employee's regular rate of pay for the death of a spouse, parent, or child provided the employee attends the funeral. The leave will extend past the day of the funeral if there is a demonstrated need for the leave. However, in no event will the leave exceed five (5) working days.*

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

(iii) One-half (1/2) day's leave with pay to attend funeral services of persons related more distantly than those listed in Clauses 8.04 (a), (i) and (ii) will be granted upon request. Upon demonstrating the need for additional time due to extenuating circumstances, this leave will be extended up to one (1) day.

(iv) The word "funeral" when used in respect of bereavement leave will include the initial memorial service which is held in conjunction with a cremation.

- (v) The term “extenuating circumstances” may include travelling time, shift schedule conflicts, or such other reasons which may be applicable to the individual circumstance.
- (vi) A permanent employee on leave of absence other than annual vacation leave will 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, will 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

- (a) Maternity and/or Parental Leave, relating to the birth or adoption of a child, will be granted by the Company in accordance with Company Policy and consistent with existing Provincial and Federal Legislation.
- (b) 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 will mean EPCOR's Disability Plans and will include the Company's Short Term Disability (STD) Plan, Supplementary Unemployment Benefits (SUB) Plan and Long Term Disability (LTD) Plan.

“Valid, health-related portion” will 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.

- (c) The Company will 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.
- (d) Maternity leave will be for a maximum period of fifteen (15) weeks. Parental leave will be for a maximum period of thirty-seven (37) weeks. Birth mothers will 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.

- (e) Maternity leave will 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 will be required to immediately commence maternity leave in accordance with the applicable provisions of the Employment Standards Code.
- (f) Parental leave will 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.
- (g) Except in the case of employees as stipulated below, maternity/parental leave will 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 will 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, will 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 will not be considered part of maternity/parental leave.

- (h) 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 will automatically be deemed to have terminated their employment when said period expires.

- (i) Employees returning from maternity/parental leave within the approved period will be given the same position at their current rate of pay, and will 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.
- (j) 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

- (a) Employees covered by this Collective Agreement will be bound by the conditions specified in the Company's Benefit Agreement and will be eligible for benefits in accordance with provisions of the plans.
- (b) Pension benefits and terms and conditions relative thereto are as set forth in the Public Sector Pension Plans Act, the schedules and regulations thereto. All eligible employees will participate in this plan and make required contributions by payroll deductions.

8.08. Clothing

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

- (a) An employee priced up to different classifications during the calendar year or dually classified will 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 or probationary status or occupying a long term temporary position during the year, who is priced up to different classifications or who is dually classified, will 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 which corresponds to the classification he occupies most during the calendar year. This provision will apply to only those employees who are in the employ of the Company for the majority of the calendar year.
- (b) Eligible employees will be compensated on an annual basis in a lump sum to be paid on the first full pay day ending in May of each year.

- (c) 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 CSA approved safety boots or shoes, employees will receive a subsidy *to a maximum of four hundred dollars (\$400.00)* every *two (2)* years.

The Safety Boot Subsidy includes the following:

- *The purchase price of the boots.*
- One hundred percent (100%) of the cost of boot liners or insoles.
- One hundred percent (100%) of the cost of boot resoling or repairs.

Eligibility for the Safety Boot Subsidy is on the following basis:

- Operational requirements must justify all safety boot purchases. Boot repairs and subsequent purchases must be justified by fair wear and tear and/or just cause.
- A new employee who is required to purchase Safety Boots prior to commencing their employment with EPCOR can submit their original receipt from their Safety Boot purchase to their management supervisor. After the new employee has completed thirty (30) days of continuous employment with the Company they will be eligible to receive reimbursement as outlined in this article.
- An original receipt detailing the safety boot purchase or repair must be provided for reimbursement.

It is understood that the management supervisor is responsible to review and approve all requests for Safety Boot Subsidy, liners / insoles and boot repairs.

8.11. Parking

The Company agrees that, where an employee is provided parking with plug-ins, the employee will 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 will 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 will be six (6) months. These probationary employees will 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 will have access to the Dispute Resolution Process in Article 14 – up to and including Clause 14.04(g). – the internal Formal Review Stage.
- 9.02. 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 will be advised of the Company's valid reasons in writing. Probationary employees who have their probation period extended past six (6) months will have full access to the Dispute Resolution Process in Article 14.
- 9.03. A formal written review will be conducted at three (3) month intervals for all probationary employees.
- 9.04. A probationary employee who does not meet the requirements of the position or for permanent status during the probationary period will be separated from service or reverted to his former position. The employee and the Union will be notified in writing of the reason for the separation and/or reversion.
- 9.05. It will be permissible for more than one member of a family to be employed by the Company, provided that no employee will be in direct supervision of another member of their immediate family, as described in Clause 8.04(a), (i) and (ii).

It is further understood that the employment of family members by the Company will be consistent with EPCOR's Compliance and Ethics Policy.

10. Promotions

- 10.01. In making promotions within the jurisdiction of the Union, the required knowledge, qualifications and skills (both non-technical and technical) contained in the job posting will be the primary considerations. Where two (2) or more applicants are equally qualified to fulfil the duties of the position, seniority will be the determining factor.

Technical skills include required knowledge such as education, special courses, internal and external qualifications, accreditation, or certification.

Non-technical skills are those skills required for effective working relationships at the interpersonal, group, and organization-wide level. Non-technical skills may include problem solving ability, communication, reliability, planning or organizing, leadership qualities, decision making, and initiative.

- 10.02. Employees, upon promotion, will 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 will 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 will apply.
*

Prior to the lay-off of permanent employees, temporary 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 will 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 will receive appropriate notice in accordance with the Employment Standards Code.

For the purpose of layoff, there are two (2) "sites" within EPCOR Water Services as defined below:

- 1. Goldbar Wastewater Treatment Plant*
- 2. Edmonton Water Treatment Plants with Distribution and Transmission Operations (including Rossdale, E.L. Smith, and other work locations)*

When lay-offs are to be implemented, the Company will commence the process by first reviewing the highest level classification affected. The permanent employee *within the site* who was last appointed to a position in the class to be reduced will be the first employee removed from the classification.

Where the employee removed from the classification is senior to an employee in the same classification at a different site, the employee will be eligible to displace the least senior employee within the classification provided he is qualified and able to perform the duties of the position.

Employees so affected will 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 will use their overall Union jurisdictional seniority for positioning within the lower classification. The overall Union jurisdictional seniority will 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 will 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 will 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 will 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 will 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, will be laid off.

- 11.02. Laid off employees will 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 will be the first employee eligible for recall.

Laid off employees who have exhausted the normal lay-off process, will be provided a general priority throughout the Company for any vacancy for which they are qualified. General priority will 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 will 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 will determine which employees will be affected with due regard for seniority, however, it is understood that seniority in these instances will not override bona fide operational concerns. Employees will 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 will 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 will 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 will be entitled to the benefit coverage of a permanent employee. A period of lay-off for twenty-four (24) months or less will not affect a permanent employee's seniority and such periods will form part of the service for the purposes of determining seniority.
- 11.06. Employees will 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.
- 11.07. When an employee reverts to a lower classification this will 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 will be eligible to revert from his former position in accordance with the layoff process.

- 11.08. Except in cases of emergent conditions, temporary employees who have been in the service of the Company for more than thirty (30) days will 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 will provide the employee with a payment equal to the wages the employee would have earned had he worked his regular hours of work.
- 11.09. Where the duration of the job is dependent upon seasonal conditions, temporary employees will be given an estimated lay-off date. Such estimated date will satisfy the Company's obligations stated in Clause 11.08. 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 will satisfy the Company's obligations in Clause 11.01. For both these situations the estimated lay-off date will be conveyed to the employee with as much advance notice as is reasonable.
- 11.10. Permanent employees to be laid off who request and receive a lump sum payment from their Income Replacement Entitlement as provided in this Agreement, will be deemed to have negated any and all rights of rehire to a former position.
- 11.11. If a permanent employee is recalled within the twenty-four (24) month period and refuses the appointment, the employee will 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.
- 11.12. The level of benefits, upon re-engagement, will be determined by the classification to which an employee is recalled and will also be subject to the conditions of the prevailing Collective Agreement at the time of recall.
- 11.13. 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 will determine the relative order that such employees are to be removed from the classification for the purposes of lay-off.
- 11.14. The recall provisions of Article 11 will override and supersede the provisions of Article 10. "Promotions" and Article 12. "Posting and Filling Vacancies".
- 11.15. Rehire of Temporary Employees
- (a) There will be no requirement to post seasonal vacancies filled by temporary employees.
 - (b) The rehire of temporary employees will be subject to satisfactory performance evaluations.

- (c) Disputes arising from failure to rehire or performance evaluations will proceed in compliance with the grievance procedure with the final step being the Director of Labour Relations whose decision will be final and binding on the parties.
- (d) The performance evaluation procedures for temporary employees will be reviewed by the parties prior to any changes being implemented.

11.16. Technological Change

- (a) Any employee classified as a permanent employee will be considered displaced by technological change when his services will 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.
- (b) 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.
- (c) The Company agrees that wherever possible, no employee will 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.

11.17. Employment Security

The parties agree to participate in a consultation process concerning the contracting out of work otherwise performed by employees within the jurisdiction of the Union 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 the 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.

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 will 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 will 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 will 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”, will be consecutive days, exclusive of Saturdays, Sundays or holidays observed by the Company.

12.01. Permanent Postings

- (a) Any vacancy required to be filled will be immediately and conspicuously posted for seven (7) calendar days, in a standard form provided by the Company. A copy of all said postings will be sent to the Union.
- (b) 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 will in no instance exceed ninety (90) calendar days.
- (c) Should the Company contemplate not filling a vacancy, the matter will 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.
- (d) Job postings will 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.
- (e) All applications will be addressed to the Company as indicated on the posting and will include the return address of the applicant. Internal applicants will also forward a copy of their application to the Union office.
- (f) Appointments may be made by mutual Agreement between the Union and the Company without a posting.
- (g) The Company will 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.
- (h) Employees will be eligible to apply for jobs not coming within the scope of this Agreement and will receive consideration in accordance with their qualifications, experience and seniority. However, nothing in this Agreement will be deemed to bind the Company to appoint an employee to a job which does not come within the scope of this Agreement.
- (i) Positions becoming vacant as a result of foreseen retirement will be posted thirty (30) days prior to such vacancy occurring.

12.02. Temporary and Relief Postings

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

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

- (b) 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.

Employees completing relief positions will also receive written confirmation of the hours they spent performing in a relief capacity in order that they may reference this experience in future posting applications.

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

- (c) 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 will be required to complete such reversion. In circumstances where such reversions displace other employees, such employees in turn will be reverted to their former position.

12.03. Selection

- (a). The hiring supervisor will verbally communicate with internal applicants who are not selected for the interview process. The purpose of this communication will be to clarify the supervisor's reasons for not interviewing a particular applicant.
- (b) Upon completion of the selection process, Human Resources will notify the Union in writing of the proposed appointee and the names of the unsuccessful applicants. Human Resources will also notify each unsuccessful applicant in writing the name of the successful applicant.
- (c) The Company will appoint the selected applicant, and that appointment will be final subject to the satisfactory completion of the required probationary period or the outcome of any grievance filed over the selection.
- (d) An unsuccessful applicant will have five (5) working days from receipt of written notification to initiate a grievance in accordance with the Dispute Resolution Process (Article 14).

- (e) 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.
- (f) 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.
- (g) Appointments from within the bargaining unit will be made within three (3) weeks of the selection, unless otherwise mutually agreed by the parties.

13. Seniority

13.01. *When an employee achieves permanent status, their length of unbroken employment as a temporary or permanent employee, in positions coming within the jurisdiction of this agreement, will determine their seniority standing.*
*

13.02. Temporary employees will not have seniority standing.

13.03. A list showing seniority of employees will 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 will be deemed to be uninterrupted and will 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 *employee* assumes the responsibilities of a permanent position outside the scope of this Agreement, they will *not* be required to pay Union dues in order to retain their reversion *and seniority* rights for up to the twelve (12) month period of time.

13.05. An employee will lose seniority by reason of:

- (a) Dismissal for proper cause.
- (b) Voluntary resignation.
- (c) 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.
- (d) Continuous layoff for a period of greater than twenty-four (24) consecutive months.

- (e) 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.

13.06. An employee who loses recall rights to any former position in accordance with Clause 11.11. will 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:

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

14.01. Definitions

- (a) A “dispute” is any workplace problem, disagreement or difference involving employees, the Union or Company representatives.
- (b) 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.
- (c) “Working days” means consecutive days, exclusive of Saturday, Sundays or holidays observed by the Company.
- (d) “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 any party (the employee, the Union or the Company).

14.02. Problem-Solving

*

- (a) Employees, Union representatives or Company representatives are encouraged to resolve any dispute through face-to-face discussions with the people who:
- are closest to the source of the dispute,
 - possess the knowledge and ability to solve the dispute, and
 - are directly affected by the outcome of problem-solving discussions.
- (b) The discussion should include sharing relevant information to the fullest extent possible, at the earliest opportunity.
- (c) The discussion should include an honest, respectful exchange of the interests of the people directly affected by the dispute, an exploration of options to satisfy these interests, and the development of mutually acceptable solutions.

- (d) Problem-Solving may continue as long as the participants are mutually satisfied that progress is being made. The employee(s), Union or Company may conclude Problem-Solving at any time by notice to the other party(ies).
- (e) An employee(s), Union representative or the Company may initiate Consultation if a dispute has not been resolved by Problem-Solving, if any of the parties believe that Problem-Solving will not solve the dispute, or Problem-Solving is not the appropriate method to solve the dispute.

14.03. Consultation

- (a) A request for Consultation will 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 will include the details of the dispute.
- (b) The Union representative and the Company may agree in writing to extend the date to initiate Consultation to allow Problem-Solving to take place.
- (c) A request for Consultation by an employee(s) or the Union representative will be submitted to the Director of Human Resources and will be copied to the immediate management supervisor.
- (d) A request for Consultation by the Company will be submitted to a Business Agent of the Union.
- (e) Once initiated, a representative of Human Resources or EPCOR Water Services will schedule a meeting of the people who are essential to resolving the dispute (as determined by the parties). The meeting may be facilitated by a Human Resources representative, the appropriate management supervisor and/or the Union representative, or another person acceptable to the parties.
- (f) 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.
- (g) Consultation will 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).
- (h) Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties unless otherwise agreed, and will be confirmed in writing.
- (i) 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

- (a) A grievance will 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 will be submitted to the Chief Executive Officer. Grievances initiated by the Company will be submitted to the President of the Union.
- (b) A grievance will 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.
- (c) Following receipt of the grievance, the Chief Executive Officer or Union President (or their designates) will 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).
- (d) 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.
- (e) The Formal Review will 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.
- (f) Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties unless otherwise agreed, and will be confirmed in writing.
- (g) 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

- (a) A referral to arbitration will be initiated in writing within ten (10) working days of receipt of written notice of the conclusion of the Formal Review.
- (b) Grievances referred to arbitration by the Union will be submitted to the Chief Executive Officer. Grievances referred to arbitration by the Company will be submitted to the President of the Union.
- (c) The party referring a grievance to arbitration will 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.

- (d) The responding party will 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.
- (e) If the parties fail to appoint their respective members within five (5) working days of the referral to arbitration, the appointment will be made by the Provincial Minister (responsible for labour issues) upon the request of either party.
- (f) If the parties agree to refer the grievance to a single arbitrator, the Union and the Company will 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 will be drawn randomly from the roster.
- (g) Where each party has established an appointee to a three-person arbitration board, the appointees so selected will, within fourteen (14) calendar days of the appointment of the second of them, appoint a third person who will be the chairperson. If the two (2) appointees are unable to agree upon the choice of a chairperson within the time limit specified, they will request the Provincial Minister (responsible for labour issues) to appoint a chairperson.
- (h) 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 will be appointed in accordance with the above procedure. Appointment will 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 will be made by the Provincial Minister (responsible for labour issues) upon the request of either party.
- (i) No person will 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.
- (j) Each party will bear the expense of its respective member and will bear one-half of the expenses of the chairperson of the arbitration board, or single arbitrator, whichever is applicable.
- (k) Arbitration hearing dates will be determined within twenty-eight (28) calendar days of the appointment of the single arbitrator or arbitration board.
- (l) Prior to the arbitration hearing, the parties may prepare an agreed statement of facts for submission to the single arbitrator or arbitration board.
- (m) The single arbitrator or arbitration board will hear the grievance and render an award within forty (40) calendar days of the hearing. Written reasons for the decision will be provided within sixty (60) calendar days of the hearing, unless the parties mutually agree that written reasons are not required.

- (n) 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 will be the award of the arbitration board.
- (o) 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 will do or abstain from doing anything as required by the single arbitrator or arbitration board.
- (p) The arbitration board or single arbitrator may quash, confirm or vary any action taken respecting the suspension, discipline or discharge of an employee.
- (q) The arbitration board or single arbitrator by its decision will not alter, amend or change the terms of the Collective Agreement.

14.06. General

- (a) The parties may mutually agree to involve a facilitator or mediator at any stage of the Dispute Resolution Process.
- (b) 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 will be confirmed in writing.
- (c) 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 will report for duty at the commencement of their shift, at a place directed by the Company and will 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 will be provided with a transportation allowance in accordance with applicable Company Policy and will comply with all provisions of the Policy.
- 15.03. Employees required to travel outside the City limits and perform Company business will 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 will be in conformity with the provisions of the Act and regulations pertaining thereto.

16.02. The term of apprenticeship will 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 will 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 will 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 will 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 will 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; than
- 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 will 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 will be the determining factor.

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

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

Apprentices so reduced will 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 will be encouraged to write the applicable Apprenticeship and Industry Training entrance examination as soon as possible, but in any event will have written and passed the appropriate Apprenticeship and Industry Training entrance examination by the time he is scheduled to commence his apprenticeship.

17. Safety

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- 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 will 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 will 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 will 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 will 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.

18. Employee Status

A temporary employee of the Company will not be entitled to become a permanent employee by reason of such employment; unless that employee has been continuously employed for a period of twenty-four (24) months, in a position coming within the scope of this Agreement, in which case that employee will automatically become a permanent employee. Temporary lay-offs of less than twenty-one (21) consecutive calendar days will not be considered as a break in continuous service for the purpose of applying Article 18.

19. Job Evaluation

- 19.01. The establishment and maintenance of a job evaluation system will be the sole

responsibility of the Company. The Company will develop classification specifications in accordance with the job evaluation system and will provide specifications as they become available to the Union. Appendix IIA represents a condensation of classification specifications and, as such, forms part of this Agreement.

19.02. Position Reviews

- (a) Where the responsibilities of a position have been significantly changed by Management or the position has changed over time, an employee may submit a request to EPCOR Human Resources for the review of the allocation of their position. The employee will complete a Position Description and submit it to their first-level management supervisor with a copy to Human Resources.
- (b) Within twenty-one (21) calendar days of receipt, the management supervisor must review, verify and sign off the Position Description as submitted by the employee and forward it to EPCOR Human Resources. EPCOR Human Resources will provide a copy of this completed document to the Union.
- (c) Within ten (10) calendar days of receiving the verified Position Description from the management supervisor, EPCOR Human Resources will complete their review of the documentation and issue a written decision. This decision will be communicated to the employee and copied to the Union and the management supervisor.
 - (i) Should the Union consider that the aforementioned changes to an existing position 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 pay for that classification be negotiated.
 - (ii) If the position under review is vacant, the Company may post the position immediately and any resulting negotiated increase to the rate of pay will be retroactive to the date of the appointment.
- (d) Position Review - Appeals

In the event that the employee disagrees with the decision, and chooses to appeal, the employee must request that the Union initiate an appeal. The request must be in writing to the Union, with a copy to Human Resources and the employee's immediate management supervisor, and made within fourteen (14) calendar days of receipt of the written position review decision from Human Resources. If an appeal is not initiated within this timeframe, the review will be considered concluded and no further employee initiated review can occur for twelve (12) months from the date of the written decision from Human Resources.

Where the Union supports the employee's appeal, the Union will request that the Company arrange for an appeal meeting with the Appeal Committee. The Appeal Committee will be comprised of the employee's appropriate management supervisor, two (2) Human Resources representatives and two (2) recognized Union representatives with classification knowledge and experience.

The Company will develop terms of reference for this Appeal Committee.

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

It is understood that the decision of the Appeal Committee is final and binding for both parties.

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

19.03. New Classifications

- (a) 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 pay will be negotiated by the Company with the Union before advertising any position within this classification.
- (b) 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 will be made according to the rates of pay set out by the Company and the rates of pay of the new classification will still be a matter of negotiation between the Company and the Union, and the notice of posting will contain the following statement:

"The final settlement for rates of pay is being negotiated. Any increase to the rates of pay will 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 will, 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, will be paid the regular rate of pay of the classification of work being performed.

19.06. Jurisdictional Differences

The Company will 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 will 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 will 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

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- 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.

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 will 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 will co-operate in an Employee Rehabilitation Program on mental health, drug abuse and alcoholism.
- 23.02. The Company and the Union will 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 will 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, Article 6. "Working Conditions" and Article 18. "Employee Status" will not apply to part-time employees, but the following clauses will prevail:

- 24.01. Working Conditions
 - (a) Hours of Work

- (i) Part-time employees will be scheduled to work less than forty (40) hours per week.
- (ii) Part-time employees will not be scheduled to work more than six (6) days per week or more than eight (8) hours per day.

(b) Reporting Pay

A part-time employee who reports for work and is employed for periods of less than four (4) hours will 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.

(c) 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 will be paid two (2) times his regular rate of pay for such hours worked. The provisions specified in Clause 6.02(d) will apply to part-time employees.

(d) Pay for Work on Statutory Holidays

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

(e) Rest Period

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

(f) Lunch Period

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

(g) Temporary Change of Duties

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

24.02. Employee Status

Since part-time employment is not continuous service, part-time employees will not be entitled to become permanent employees by reason of such employment.

24.03. Fringe Benefit Entitlement

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

(a) A day's pay will 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.

(b) The employee's average daily hours of work will be calculated as follows:

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

24.04. Part-time employees who occupy positions in a classification with an incremental pay range will 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 will be made from the wages of all employees covered by this Agreement. Such deductions will be on a bi-weekly basis and will 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 will notify the Company thirty (30) calendar days prior to the implementation of any change to the amount of the payroll deduction.

Signed this 21 day of FEBRUARY, AD 2012

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




Al Halaby



Terry Jardine



Brian Kellsey



James Chaba



Robert Markoja



Dennis Jeffery

Witnessed By: 

EPCOR Utilities Inc.




Mark Johnson



Paul Smith



Tim Roehr



Keith Witwicki



Geoff Helse

The Canadian Union of Public Employees Local 30

The Following Appendices to the 2010 - 2013 Collective Agreement are Individual Appendices but are Grouped Together for Signing Purposes Only.

**Appendix IA –
Schedule of Wages
(Hourly)**

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- ***NOTE: Parties amended Appendix I during term of 2007-2010 collective agreement through Letter of Understanding #14 – Appendix I and IB Amendments – Developmental Wage Rates and Corresponding Notes***

**Appendix IB –
Schedule of Wages
– Developmental
(Hourly)**

*

- ***NOTE: Parties amended Appendix I during term of 2007 – 2010 collective agreement through Letter of Understanding #14 – Appendix I and IB Amendments – Developmental Wage Rates and Corresponding Notes***

Appendix IA – Notes

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1. **Leadership / Responsibility Pay Guidelines**
2. **Labourer II Pay Progression**
3. ***Developmental Wage Schedule***
4. ***Present Incumbent Only***

Appendix II

Active Classification Concepts

Appendix III

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

Appendix IV

Protective Clothing

The parties agree that Appendices form part of the body of the Collective Agreement. They continue to form part of the Agreement unless one or both parties propose changes or deletions in Collective Bargaining.

Appendix IA – 2010 Schedule of Wages (Hourly)

		YEAR 1			
		December 19, 2010 to December 17, 2011			
Class Code	Classification Title	A**	B**	C	Job Rate
Trades					
7621	Millwright Foreman				\$46.71
7620	QA/QCCoordinator – Dual Trade				\$46.70
7622	QA/QCCoordinator – Single Trade				\$44.48
7602	Millwright II/Welder				\$44.00
7607/8087	Plumber /Gasfitter				\$44.00
7608/8012	Millwright II*				\$41.90
7609/7561	Welder				\$41.90
8010	Plumber I				\$41.90
7604	Millwright Apprentice	\$25.14	\$29.33	\$33.52	\$37.71
Water Distribution Operations/Specialists					
8306	Water Network Operator*				\$42.73
8211	Water System Serviceman				\$34.12
8221	Water System Technical Support/Specialist				\$34.12
8212	Water Meter Mechanic II*				\$32.89
8218	Water Meter Installer II				\$31.33
8213	Water Meter Mechanic I	\$29.25	\$30.28		\$31.33
8217	Water Meter Installer I	\$29.25			\$30.28
Water Distribution Construction, Maintenance and Repair					
8707	Labour Foreman II				\$37.29
8705	Labour Foreman I				\$34.12
8602	Equipment Operator III				\$31.27
7703	Labourer III				\$30.94
8613	Truck Driver III				\$28.76
7616/7702	Labourer II	\$19.64	\$22.45	\$25.26	\$28.06
Wastewater and Water Distribution Maintenance and Repair & Facility Services					
3130	Building Operator				\$34.12
7613/8531	Maintenance Repairman I				\$30.94
7614/7701	Custodian II				\$23.48
7615/7700	Custodian				\$18.98
7617	Truck Driver				\$28.42
7618	Equipment Operator				\$27.77
7502	Water Service Worker				\$18.98
Wastewater Plant Operations					
7600	WWTP Maintenance Planner				\$48.48
7610	WWTP Operator Foreman	\$39.09			\$40.48
7611	WWTP Lead Operator	\$37.63			\$38.63
7605	WWTP Operator	\$33.16	\$33.84	\$35.47	\$37.17
7606	WWTP Operator-in-Training				\$30.13

*Classifications deemed to have supervisory/lead hand functions.

*Steps A&B are 2080 hour increments for class codes 8213 & 8217 only. Refer to Appendix I, Note 2 for pay progression of class code 7702.

Appendix IA – 2011 Schedule of Wages (Hourly)

		YEAR 2			
		December 18, 2011 to December 15, 2012			
Class Code	Classification Title	A**	B**	C	Job Rate
Trades					
7621	Millwright Foreman				\$48.12
7620	QA/QCCoordinator – Dual Trade				\$48.10
7622	QA/QCCoordinator – Single Trade				\$45.81
7602	Millwright II/Welder				\$45.32
7607/8087	Plumber /Gasfitter				\$45.32
7608/8012	Millwright II*				\$43.16
7609/7561	Welder				\$43.16
8010	Plumber I				\$43.16
7604	Millwright Apprentice	\$25.89	\$30.21	\$34.53	\$38.84
Water Distribution Operations/Specialists					
8306	Water Network Operator*				\$44.01
8211	Water System Serviceman				\$35.15
8221	Water System Technical Support/Specialist				\$35.15
8212	Water Meter Mechanic II*				\$33.88
8218	Water Meter Installer II				\$32.27
8213	Water Meter Mechanic I	\$30.13	\$31.19		\$32.27
8217	Water Meter Installer I	\$30.13			\$31.19
Water Distribution Construction, Maintenance and Repair					
8707	Labour Foreman III*				\$38.41
8705	Labour Foreman I*				\$35.15
8602	Equipment Operator III				\$32.21
7703	Labourer III*				\$31.87
8613	Truck Driver III				\$29.62
7616/7702	Labourer II	\$20.23	\$23.12	\$26.01	\$28.91
Wastewater and Water Distribution Maintenance and Repair & Facility Services					
3130	Building Operator				\$35.15
7613/8531	Maintenance Repairman I				\$31.87
7614/7701	Custodian II*				\$24.19
7615/7700	Custodian				\$19.55
7617	Truck Driver				\$29.27
7618	Equipment Operator				\$28.60
7502	Water Service Worker				\$19.55
Wastewater Plant Operations					
7600	WWTP Maintenance Planner				\$49.93
7610	WWTP Operator Foreman	\$40.26			\$41.69
7611	WWTP Lead Operator	\$38.76			\$39.79
7605	WWTP Operator	\$34.16	\$34.86	\$36.54	\$38.28
7606	WWTP Operator-in-Training				\$31.04
*Classifications deemed to have supervisory/lead hand functions.					
*Steps A&B are 2080 hour increments for class codes 8213 & 8217 only. Refer to Appendix I, Note 2 for pay progression of class code 7702.					

Appendix IA – 2012 Schedule of Wages (Hourly)

		YEAR 3			
		December 16, 2012 to December 15, 2013			
Class Code	Classification Title	A	B	C	Job Rate
Trades					
7621	Millwright Foreman				\$49.80
7620	QA/QCCoordinator – Dual Trade				\$49.79
7622	QA/QCCoordinator – Single Trade				\$47.42
7602	Millwright II/Welder				\$46.91
7607/8087	Plumber /Gasfitter				\$46.91
7608/8012	Millwright II*				\$44.67
7609/7561	Welder				\$44.67
8010	Plumber I				\$44.67
7604	Millwright Apprentice	\$26.80	\$31.27	\$35.73	\$40.20
Water Distribution Operations/Specialists					
8306	Water Network Operator*				\$45.55
8211	Water System Serviceman				\$36.38
8221	Water System Technical Support/Specialist				\$36.38
8212	Water Meter Mechanic II*				\$35.06
8218	Water Meter Installer II				\$33.40
8213	Water Meter Mechanic I	\$31.19	\$32.28		\$33.40
8217	Water Meter Installer I	\$31.19			\$32.28
Water Distribution Construction, Maintenance and Repair					
8707	Labour Foreman III*				\$39.75
8705	Labour Foreman I*				\$36.38
8602	Equipment Operator III				\$33.34
7703	Labourer III*				\$32.99
8613	Truck Driver III				\$30.66
7616/7702	Labourer II	\$20.94	\$23.93	\$26.92	\$29.92
Wastewater and Water Distribution Maintenance and Repair & Facility Services					
3130	Building Operator				\$36.38
7613/8531	Maintenance Repairman I				\$32.99
7614/7701	Custodian II*				\$25.03
7615/7700	Custodian				\$20.24
7617	Truck Driver				\$30.29
7618	Equipment Operator				\$29.60
7502	Water Service Worker				\$20.24
Wastewater Plant Operations					
7600	WWTP Maintenance Planner				\$51.68
7610	WWTP Operator Foreman	\$41.67			\$43.15
7611	WWTP Lead Operator	\$40.11			\$41.18
7605	WWTP Operator	\$35.35	\$36.08	\$37.81	\$39.62
7606	WWTP Operator-in-Training				\$32.12
*Classifications deemed to have supervisory/lead hand functions.					
*Steps A&B are 2080 hour increments for class codes 8213 & 8217 only. Refer to Appendix I, Note 2 for pay progression of class code 7702.					

Appendix IB – 2010 Schedule of Wages – Developmental (Hourly)

		YEAR 1
		December 19, 2010 to December 17, 2011
Class Code	Classification Title	Developmental Rate
8706	Water Network Operator	\$38.46
8214	Water System Serviceman	\$30.71
8708	Labourer III	\$27.85

Appendix IB – 2011 Schedule of Wages – Developmental (Hourly)

		YEAR 2
		December 18, 2011 to December 15, 2012
Class Code	Classification Title	Developmental Rate
8706	Water Network Operator	\$39.61
8214	Water System Serviceman	\$31.63
8708	Labourer III	\$28.68

Appendix IB – 2012 Schedule of Wages – Developmental (Hourly)

		YEAR 3
		December 16, 2012 to December 15, 2013
Class Code	Classification Title	Developmental Rate
8706	Water Network Operator	\$41.00
8214	Water System Serviceman	\$32.74
8708	Labourer III	\$29.69

Appendix IA – 2010 to 2013 Notes

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1. Leadership / Responsibility Pay Guidelines

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Clause 6.14 provides for the payment of a Leadership / Responsibility Pay for those employees exercising leadership roles beyond the normal scope of their responsibilities. Further to the wording in Clause 6.14, these guidelines will provide direction and various examples of when this pay will apply.

- 1) Should an employee be responsible for managing the work for an external customer (e.g. Canada Lands or Shell Scotford contracts), the employee will receive the pay.
- 2) Large-scale capital or contract work frequently requires 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 and an employee is required to either exercise direct supervision of a specialist contractor or control a significant component of the job which is beyond the normal scope of their responsibilities, the employee will receive the pay.
- 3) In those cases where a crew is required to travel to another community to perform work, the crew leader will receive the pay for those hours worked in the external community. Additionally, in those cases where an individual technical or specialist employee travels to another community to perform specialized technical work for an external contract / community, the individual will receive the pay for those hours worked in the external community.
- 4) *Employees in Class Code 7608 who are required to supervise a field crew of at least three (3) employees will receive the pay.*
- 5) The pay will 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 pay include truck driving, vector supervision and performing work under the supervision or at the direction of the Labour Foreman I.

It is understood between the parties that this pay will be paid to employees based on the review and prior approval of their management supervisor and in accordance with the guidelines outlined above. The review and approval by the management supervisor will occur in advance of the work being performed and / or the employee(s) travelling out of town to perform the work.

2. Labourer II Pay Progression

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- 1) Temporary employees hired or rehired as Labourer II's will be placed on Appendix I at a step that is commensurate with the employee's direct and indirect experience as a Labourer II (Employees hired into permanent postings will only be placed at the job rate). Placement on Appendix I will be at the discretion of management following an assessment of the employee's work experience within and outside the Company.
- 2) Once an employee is placed on Appendix I, they will progress to the next step once they start their one thousand and fortieth (1040th) regular straight time hour. An employee will spend one thousand and thirty-nine (1039) hours at each step in Appendix I until they reach step C (Step D Job Rate in previous CA).

- 3) Temporary employees who complete their temporary term or who are engaged in seasonal work in this classification will retain their hours worked at each step until such time as they reach one thousand and forty-three (1043) hours and are eligible to progress to the next step.

3. Developmental Wage Schedule

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- 1) *Should an employee be placed in a role where they do not meet the qualifications fully, and are receiving guidance/additional support from a qualified individual or where they are not performing the role in its entirety, they will be paid the developmental rate as per Appendix IB.*
- 2) *The developmental rate of pay will be based on the respective classification in Appendix IA, at ninety percent (90%) of the job rate.*

4. Present Incumbent Only

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Employee number 39397 is to be paid \$43.90 effective December 19, 2010, \$45.16 effective December 18, 2011, and \$46.47 effective December 16, 2012.

Appendix II - Classification Concepts (Active)

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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-duty and heavy-duty cleaning tasks with the use of custodial equipment that may include floor strippers and carpet cleaners.

Custodian II (7701)

Lead hand responsibility of custodial crews which includes directing, instructing, and participating in the work of Custodians.

Equipment Operator III (8602)

Operates and is responsible for the safe and efficient operation of maintenance and construction equipment and any other equipment which is designated as being of equivalent operating complexity and required training/experience. Performs routine maintenance tasks required in connection with the equipment. May be responsible for supervising workers assigned as helpers.

Labourer II (7702)

Semi-skilled heavy manual labour requiring the use of some acquired skills involving the operation of non-complex machines such as tampers, jack hammers, concrete cutting saws, vehicles and skid steers and other equipment that is designated to have equivalent operating complexity and required 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 and similar functions.

Labourer III (7703)

May perform skilled manual duties of complexity or work in a lead hand capacity to direct, instruct and participate in the work of Labourer II's or similar classifications that perform a variety of 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 (including Labourer II's, Labourer III's, Equipment Operator III's and similar classifications) engaged in maintenance and/or construction activities.

Labour Foreman III (8707)

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

Plumber I/Gasfitter (8087)

Performs journeyman level work of the Plumber and Gasfitter trades in the installation, maintenance and repair of water services, sanitary drainage, gas service installations, gas-fired appliances and related duties. Must hold an Alberta Gasfitter Certificate.

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 Network Operator (8306)

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

Water Service Worker (7502)

Performs light duty manual work which does not require previous training and experience. Duties may involve the use of hydrant painting equipment and other equipment which is designated as being of equivalent operating complexity.

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 (7561)

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 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 will be provided on an as needed/as required basis and replaced when an employee demonstrates fair wear and tear. *Employees will make all reasonable efforts to maintain these items in good condition and take reasonable precautions to protect against loss or theft.*

For EPCOR Water Services Employees (excluding EPCOR Water Meter Shop Employees):

Ear Protection
Safety Glasses
Hard Hats and Liners
Safety Toed Rubber Boots
Leather Gloves
Rubber Gloves
Other Specialty Gloves
Safety Vests
Rain Suits
Smocks
Summer Coveralls or Overalls
Insulated Winter (Safety Toed) Rubber Boots
+Winter Insulated Coveralls
+Winter Parkas
+Fire Resistant (FR) Coveralls, Rain Gear and Parkas will be provided on an as needed / as required basis for use during jobs that require FR clothing

For EPCOR Water Meter Shop Employees:

Rain Coats
Leather Gloves
Rubber Gloves
Other Specialty Gloves
Smocks
Summer (Safety Toed) Rubber Boots
Winter Insulated Coveralls
+Winter Parkas
+Insulated Winter (Safety Toed) Rubber Boots

+Winter Insulated Coveralls and Winter Parkas will be provided to EPCOR Water Services Employees. It is understood that the Company will pay for the full cost of the Winter Coveralls and the Winter Parkas.

+The Company will order these insulated coveralls and distribute them through the EPCOR Water Services Stores area and the coveralls and parkas will have the required safety and branding requirements as set out by the Company.

It is further understood, that employees will wear or use the appropriate protective clothing provided by the Company to ensure that they are protected and safe while performing their job duties.

Signed this 27 day of FEBRUARY, AD 2012

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



Al Halaby



Dennis Jeffery



Brian Kellsey



James Chaba



Robert Markoja

Witnessed By: Tom Pudergan

EPCOR Utilities Inc.



Mark Johnson



Paul Smith



Tim Roehr



Keith Witwicki



Geoff Heise

The Canadian Union of Public Employees Local 30

The Following Letters of Understanding to the 2007-2010 Collective Agreement are Individual Letters of Understanding but are Grouped Together for Signing Purposes Only.

Letters of Understanding

*

Letter #1 Alberta Environment Compliance (A.E.C.) Certification

Letter #2 New Business Development – Out of Town Work

2(A) New Business Development

* 2(B) Out of Town Work / External Contracts

* 2(C) Out of Town Work Expenses

* 2(D) Out of Town – Travel Time

Letter #3 Wind-up of Former Income Replacement Plan

Letter #4 Work Experience / Education Programs

*

Letter #5 General Wage Increases

*

Letter #6 *Casual Employees in Hydrant Inspection Program*

**

Letter #7 *Short Term Incentive*

**

Letter #8 *Signing Bonus*

**

The parties agree that Letters of Understanding are in effect for the current Collective Agreement. They cease to exist (are deleted) unless both parties propose and agree to renewal (as is or amended) in Collective Bargaining.

Letters of Understanding

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")

Letter #1 Alberta Environment Compliance (A.E.C.) Certification

*

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

<u>Level</u>	<u>Lump Sum Dollars</u>
Level I	\$300
Level II	\$400
Level III	\$500
Level IV	\$600

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

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

The Company and the Union jointly recognize the need to improve the understanding, communication and record keeping with respect to attaining and renewing A.E.C. levels of certification. The parties will work jointly during the term of this Collective Agreement to make improvements in all of these areas plus clarify the roles and responsibilities for the employee, the Company and Alberta Environment.

Letter #2 New Business Development - Out of Town Work

Letter #2(A) New Business Development

In order to: (1) maintain the competitive position of *the Company*, (2) retain a skilled work force and promote security of employment for *the Union* members and (3) enable *the Company* 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 #2(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 the Union members in the Company.:

- 1). The Company will 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 will be documented.
- 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 (g) 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 will guide discussions and decisions in these work plan meetings:

- 4). To maximize business travel during regular hours of work and minimize travel time at premium rates or on an employee’s off days.
- 5). To encourage flexibility in travel times and hours of work, to meet work requirements and the personal needs of employees.
- 6). 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 will co-ordinate any issues while on site / out of town and *will* be responsible for dealing with any unforeseen situations as they arise.
- To ensure there is confirmation of the understandings / Agreements of all affected employees of the work plan document. (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 *will* 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 the Company be successful in attaining out of town / external contracts of a longer duration [in excess of fourteen (14) calendar days], the parties will 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 #2(C) 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 will 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 the Company “P”Card for all travel, accommodation, meals and other business related expenses. In the rare instance that a vendor does not accept the Company "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.
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 a Company “P” Card for business expenses will have the option to:
 - a) Be reimbursed for all travel, accommodation and meal expenses as per the Company Policy; OR

- b) Choose to be paid a daily living allowance (per diem) of one hundred and *seventy-five* dollars (\$175.00) to cover expenses related to daily meals (*seventy* dollars - \$70.00) and accommodation (*one hundred and five* dollars - \$105.00). 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 (*seventy* dollars - \$70.00 per day).
- c) Employees who have not been authorized and assigned a Company "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 a Company "P" Card who are working or travelling out of town for Company business with an employee who is assigned a Company "P" Card will have some or all of their travel, accommodations, meals and business expenses paid for by the permanent employee with the Company "P" Card as directed by their Supervisor or Foreman. If their travel, accommodation and meal expenses are paid for on a permanent employee's Company "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 a Company "P" Card, will be reimbursed for all travel, accommodation and meal expenses as per the Company 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 *seventy-five* dollars (\$175.00) per diem; employees will submit bills / receipts to their management supervisor for review and authorization.
5. 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 will be reimbursed for their travel based on the Company Policy.
6. The Company will pay other legitimate out of town expenses such as material, equipment, supplies, and hosting. Employees who have been authorized and assigned a Company "P" Card will pay for these types of expenses with their EPCOR "P" Card, subject to the guidelines and limitations of the Company "P" Card policy and manual. For employees who have not been authorized and assigned a Company "P" Card or where payment with their "P" Card is not appropriate, payment for these expenses will be made via the Company purchasing policy (purchase orders), petty cash / expense claim reimbursement with appropriate receipts, or a cash float to the employee in charge of the out of town project.
7. Should there be any discrepancies or issues with respect to the implementation of these provisions the parties agree to meet to review and resolve these items.
8. All out of town business travel and expense claims made by employees will be submitted, processed and authorized consistent with the existing Company "P" Card policy and / or all other applicable Company financial policies. Additionally, if an employee is given an advance by the Company for out of town business travel or

expenses, it is expected that the employee will submit a Company 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, the Company 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 #2(D) Out of Town – Travel Time

*

The parties understand and agree to the following principles and terms:

- 1). Out of town travel *may* occur for scheduled work, unscheduled urgent or emergency work, required job skill training - directed by the Company or career development opportunities – requested by the employee.
- 2). Employees required to travel out of town, will travel during their regularly scheduled hours where possible or as discussed and agreed to in an out of town work plan as described in Letter of Understanding 2(B).
- 3). Employees required to travel outside normal hours of work for scheduled out of town work assignments or required job skill training will be paid a travel pay premium of one-half ($\frac{1}{2}$) hour's pay at their regular rate of pay, for each hour spent travelling, in addition to the regular rate of pay. This travel pay premium is not bankable and will be paid to the employee in the next pay period following the out of town travel.
- 4). *Employees required to travel outside normal hours of work for out of town assignments and are designated and required to drive the following listed Company vehicles and pieces of equipment to the new work location will be paid at two (2) times their regular rate of pay for each hour spent travelling. This travel pay is not bankable and will be paid to the employee in the next pay period following the out of town travel.*
 - *Hydrant Truck*
 - *Chamber Van*
 - *Leak Detection Van*
 - *Valve Truck*
 - *Uni-Directional Flushing (UDF) Vehicle (with required accessories and equipment)*
 - *Any other piece of equipment or vehicle mutually agreed by the parties*
- 5). Employees required to travel out of town for unscheduled urgent or emergency work will have their travel time paid at overtime as outlined in Clause 6.02.
- 6). Employees requesting out of town career development opportunities, that are supported and paid for by the Company, will travel during regularly scheduled hours where possible. If this is not possible then they will travel on their own time. Employees travelling in these circumstances will not be eligible for the travel pay premium or overtime for any travel time.
- 7). The Company will recognize drivers and passengers of Company vehicles as being subject to this Letter of Understanding.

Letter #3 Wind-up of Former Income Replacement Plan – Applies only to former City of Edmonton Employees

1. Upon retirement to pension from the Company or death, members will receive a lump sum payment from the Company equal to the amount of their Income Replacement entitlement calculated when that plan was wound-up, escalated in accordance with point #4 of this Letter of Understanding.
2. Upon resignation, members will receive a lump sum payment from the Company equal to one half (½) the amount they would have received had they retired to pension from the service of the Company on the date of their resignation. For the purposes of this section a layoff will be considered as resignation. Members terminated for cause will not be eligible for a lump sum payment.
3. Layoff will not affect the member's Income Replacement Entitlement provided that the member is rehired not more than twenty-four (24) months after the date on which such layoff occurred. In instances where a layoff of a member exceeds twenty-four (24) months, such layoff will be deemed to be a resignation for the purposes of this section and the provisions of point #2 will apply.
4. The lump sum pay-outs which are established for members will be retained by the Company until payment is made to the member. Such lump sum pay-outs will be increased annually on January 01 according to the percentage increase in the Consumer Price Index for the Edmonton region during the twelve (12) month period ending on the previous November 30 until such time as payment is made to the member.

Letter #4 Work Experience / Education Programs

*

1. It is mutually agreed by the parties, that the Company may participate in Work Experience/Education Programs *from Accredited Institutions*.
2. Any wages or compensation and working conditions for the individuals participating in such work experience programs will 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 will endeavour to develop terms and conditions of employment that are consistent with the existing provisions in this Collective Agreement.
3. The Company will 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 will not displace existing employees or threaten job security of employees falling within the scope of this Agreement.
5. Program participants earning wages as outlined in the current Collective Agreement will pay Union dues. Program participants who are not earning wages as outlined in the current Collective Agreement will not pay Union dues.
6. 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 #5 General Wage Increases

*

The parties agree as follows:

1. For the purposes of this Letter of Understanding, "General Wage Increase" will mean an across-the-board increase to wages applied equally to all employees in the bargaining unit. The General Wage Increase will not include: pay adjustments for specific individuals, classifications, occupations or pay grades, 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:
 - Effective December 19, 2010: 2.5%*
 - Effective December 18, 2011: 3.0%*
 - Effective December 16, 2012: 3.5%*

Letter #6 Casual Employees in Hydrant Inspection Program

**

1. *It is recognized that the Company has an on-going need to provide staffing for the Hydrant Inspection Program in the period between the end of one season and the beginning of the next.*
2. *The Company will employ Casual Employees to work intermittently during this time period with hours of work determined on an as required and available basis as agreed between the Company and the employee.*
3. *With the exception of hours of work, all terms and conditions of employment for Casual Employees will be consistent with the provisions in the Collective Agreement for Temporary Employees.*
4. *Casual Employees will not work more than 20 hours in any given week.*

Letter #7 Short-Term Incentive

**

1. *Permanent employees permanently assigned to Class Codes 7610, 7611, 7621, 8707, 8306 will be eligible to participate in the Company's corporate short-term incentive program, commencing with the 2011 performance year.*
 - a) *The short-term incentive program will include performance measures based on Corporate, Business Unit and individual employee performance.*
 - b) *The target pay-out will be five percent (5%) of the employee's regular paid hours.*

- c) *Participation will be in accordance with the corporate short-term incentive program defined by the company. Annual performance targets and measures may change from year to year.*
- 2. *Permanent full-time employees who are in Class Codes other than those specified in point 1 above, will be eligible to participate in a flat rate short-term incentive program, as outlined below, commencing with the 2011 performance year:*
 - a) *This flat pay-out will be determined based on the achievement of the Business Unit performance measures included in the corporate short-term incentive program.*
 - b) *The flat pay-out will be as follows:*
 - i) *For the 2011 performance year, \$1900 payable in April of the following year.*
 - ii) *For the 2012 performance year, \$2000 payable in April of the following year.*
 - iii) *For the 2013 performance year, \$2000 payable in April of the following year.*
 - c) *Metrics for threshold, target and stretch will be defined annually by the company and will be consistent with the business unit metrics used in the corporate short-term incentive program.*
- 3. *Eligibility for short-term incentive will be as outlined below:*
 - a) *An employee must be actively employed in a permanent position on December 1 of each performance year to be eligible for participation in the short-term incentive plan. Actively employed means an employee in receipt of pay.*
 - b) *Employees must continue to be employed in a permanent status position at the date of short term incentive payment in order to receive a payment, except employees that have retired, who will receive a pro-rata amount based on the number of months worked in that year.*
 - c) *Employees who are terminated or who terminate employment for any reason during the eligibility period will not receive a short-term incentive award.*
 - d) *The short-term incentive for all employees will be paid at the end of April of the following year once Company financials are audited and approved.*
 - e)
- 4. *Annual short-term incentive payments are subject to board approval and a minimum satisfactory overall corporate performance.*

Letter #8 Signing Bonus

- 1. *Permanent full-time employees will be eligible for lump sum signing bonuses effective the following dates:*
 - a) *Five hundred dollars (\$500.00) effective the last pay period in December 2011.*
 - b) *Five hundred dollars (\$500.00) effective the first pay period in January 2012.*
- 2. *Eligibility for these one-time lump sum signing bonuses will be as outlined below:*
 - a) *An employee must be actively employed in a permanent full-time position on*

December 19, 2010. Actively employed means an employee in receipt of pay.

- b) Employees must continue to be employed in a permanent status position at the date of ratification in order to receive a payment.*
 - c) Employees that retired on or after December 19, 2010 will be eligible to receive the signing bonus, without proration.*
 - d) Employees who are terminated or who terminate employment for any reason after December 19, 2010 will not be eligible for the payment.*
3. *One-time lump sum signing bonuses will be paid on a normal payroll run, as soon as possible, following the date of ratification.*

Signed this 27 day of FEBRUARY, AD 2012

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



Al Halaby



Dennis Jeffery



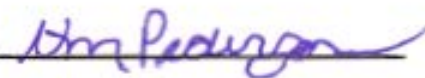
Brian Kellsey



James Chaba



Robert Markoja

Witnessed By: 

EPCOR Utilities Inc.



Mark Johnson



Paul Smith



Tim Roehr



Keath Witwicki



Geoff Heise

The Canadian Union of Public Employees Local 30

The Following is an Addendum to the *2010 - 2013* Collective Agreement
Regarding Alternate Hours of Work

The parties agree that Addenda form part of the body of the Collective Agreement. They continue to form part of the Agreement unless one or both parties propose changes or deletions in Collective Bargaining.

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 will 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 will continue to apply. Clauses in this Addendum which have the same numerical designation as clauses in the Main Agreement will 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 will prevail in respect to employees assigned alternate hours of work.

6. Working Conditions

6.01. Hours of Work

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

(b) Day Shift

The hours of work for employees engaged in the day shift will 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 will 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 will be included in the day shift of ten (10) consecutive hours or less and will be a paid lunch break. Day shifts in excess of ten (10) consecutive hours will include a paid lunch break as part of the shift. Changes in the hours of work for the day shift will 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.

(c) 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.), will be any consecutive hours of work not to exceed twelve (12) consecutive hours, including adequate time off for lunch.

(d) (not applicable)

(e) (not applicable)

6.01(g)(iii). (not applicable)

(i) Rest Periods

Employees who are working ten (10) or more consecutive hours daily will 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 will 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

*

Add the following clause:

- (f) 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 Clauses 6.13. and 6.14. over one (1) complete shift cycle, the employee will be paid for such excess hours in accordance with the overtime premium specified in 6.02(b).

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. - 8:00 a.m.) will receive a shift differential of *two dollars and twenty five cents (\$2.25)* per hour for said shift. An employee will not be eligible for shift differential for hours worked at premium rates, except that employees will be eligible for shift differential for applicable shifts worked on statutory holidays.

6.10. Standby Pay

*

- (a) Employees held on standby for the compressed hours of work schedule will be paid for standby service on the following basis:

- (i) Evening to morning, weekdays, weekends (specifically Friday, Saturday and Sunday) will be paid at a flat rate of *thirty* dollars (\$30.00) per day.

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

- (ii) The provisions specified in Clauses 6.02., 6.04., and 6.05. will 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.
- (iii) In addition, when an employee is called out to the worksite, he will be paid the applicable overtime rate for any work done.

8. Fringe Benefits

8.01. Statutory Holidays

- (c) *For employees working ten (10) hours shifts,* a day's pay for a statutory holiday or a day in lieu of a statutory holiday will be equal to the monetary or time equivalent of ten (10) hours' work.
*

8.01(c)(i). *Effective May 1, 2011,* employees who are engaged in a seven (7) day per week by twenty-four (24) hour per day shift schedule and are *not* scheduled to work on a statutory holiday; will receive payment in lieu of the statutory holiday equal to twelve (12) hours work.
*

- (t) Additional Vacation for Shiftworkers

Employees who worked a minimum of seventy-five (75) twelve (12) hour shifts in the previous calendar year will be eligible for additional vacation credits to compensate them for the time they spend at work at shift exchange time. The extra vacation will be forty (40) hours.

8.03(b)(ii). Leave for Medical Dental Appointments

It is understood between the parties that a permanent or probationary employee engaged in an Alternate Hours of Work – Shift Schedules, who is required to arrange a medical or dental appointment will make every reasonable attempt to schedule such appointment on one of their “off” work days and not take time away from work to attend such an appointment.

If scheduling a medical or dental appointment for an “off” work day is not possible then the employee will be eligible for the provisions outlined in Clause 8.03(b)(ii) of the main body of this Collective Agreement.

27. Supplementation of Compensation Award

An employee who receives supplementation payments because of a compensable injury will 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 will be brought forward for review by the parties. An alternate hours of work shift schedule will 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 will be submitted to Human Resources and the Union for review and approval.

Signed this 27 day of FEBRUARY, AD 2012

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




Al Halaby



Dennis Jeffery




Brian Kellsey



James Chaba



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Witnessed By: 

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