

Collective Agreement

Between



**ENMAX Corporation
ENMAX Encompass Inc.
ENMAX Energy Corporation
ENMAX Power Corporation**



**And
Local Union 38
Canadian Union of Public Employees**

Effective Date 2009-2010

13876 (02)

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Relationship Philosophy

ENMAX and CUPE Local 38 are committed to enhancing the union-management relationship through a collaborative, trustworthy and mutually respectful approach to labour relations.

Both parties are committed to talking openly about the business and matters that arise. ENMAX will endeavour to inform CUPE Local 38 of changes in policies or business initiatives that directly impact CUPE Local 38 members.

ENMAX and CUPE Local 38 recognize that the relationship may vary depending on the context of the issue at hand, and that at times our views will inevitably differ. The parties will strive to maintain and enhance positive employee relations by working towards the best interests of both parties and seeking mutually beneficial solutions.

This Agreement Between:

**ENMAX CORPORATION
ENMAX ENCOMPASS INC.
ENMAX ENERGY CORPORATION
ENMAX POWER CORPORATION**

(hereinafter called "ENMAX Corporation")

OF THE FIRST PART

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
Local 38
(hereinafter called "Local 38")**

OF THE SECOND PART

1.0 General

- 1.01 The purpose of this agreement is to stipulate rates of pay and working conditions of those employees represented by Local 38.
- 1.02 Wherever the singular or masculine is used in this agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.
- 1.03 Service for the purpose of this agreement commences on an employee's most recent date of hire in ENMAX and accumulates continuously until termination from ENMAX.

2.0 Management Rights

- 2.01 The Union recognizes that it is the function of ENMAX Corporation to exercise the regular and customary functions of Management and to direct the working forces of ENMAX subject, however, to the terms of this agreement.

3.0 Term of Agreement

- 3.01 This agreement shall be in full force and effect from the date this agreement is ratified until **December 31, 2010** and from year to year thereafter except as hereinafter provided.

Either party may amend or terminate this agreement on any Anniversary date by notice in writing to the other party not less than sixty (60) days or more than one hundred and twenty (120) days prior to such anniversary date. If notice to negotiate has been given by either party prior to the termination date of this agreement, or if negotiations continue beyond the termination date of this agreement, this agreement will remain in full force and effect during this time until the applicable provisions have been complied with under the Labour Relations Code.

- 3.02 Pre-negotiation studies may be carried out if this is mutually agreeable to both parties.

4.0 Coverage

- 4.01 ENMAX recognizes Local 38 as the exclusive bargaining agent for employees employed within the scope of Certificate No. 385-2001, subject to any determinations made by the Labour Relations Board and subject to any Court applications.

5.0 Discrimination

- 5.01 ENMAX shall not refuse to employ or refuse to continue to employ or discriminate against any person with regard to employment or any condition of employment or advancement opportunities because of race, religious beliefs, colour, gender, physical disability, sexual orientation, marital status, age, ancestry, place of origin of that person, nor by reason of the person's membership or activity in the Union.

The foregoing does not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

6.0 Check Off

- 6.01 All employees covered by this agreement shall be subject to deduction of Union Dues (in accordance with the Rand Formula) and/or assessments (excluding fines) from pay as authorized by Local 38's By-laws. Initiation fees for Union members shall be deducted upon the Union's request, with the concurrence in writing by the affected employee. ENMAX agrees to deduct Union Dues on a calculated daily basis for all employees who work less than a standard bi-weekly pay period.

- 6.02 Union deductions shall be made from each payroll and shall be forwarded to the Union. The deductions along with a list of employees for whom deductions have been made shall be sent to the Union within ten (10) days.
- 6.03 ENMAX agrees that when new employees are hired by ENMAX and who come under Local 38's bargaining jurisdiction, ENMAX shall schedule time for a union representative to meet with the employees and provide them with the following union information:
- 1) a membership application card,
 - 2) a copy of the current collective agreement,
 - 3) a copy of a Union leaflet that shall contain other pertinent Union data such as names of officers, stewards and phone numbers
- 6.04 During January of every year, ENMAX will provide the Union with all the names and seniority dates of all bargaining unit members. This list shall also contain a section delineating those bargaining unit members who retired during the previous year. This list will be forwarded to the Union in an electronic format or as otherwise agreed to by the Employer and Union.

7.0 Employees

7.01 Probationary Employee

A probationary Employee is an Employee who has been appointed to a permanent position in the bargaining unit but who has not completed a probationary period with ENMAX.

7.02 Permanent Employee

A permanent Employee is an Employee who has completed a probationary period in a permanent position with ENMAX or one who has completed twenty-four (24) months continuous service in temporary positions with ENMAX.

7.03 Temporary Employee

A temporary Employee is an Employee who is employed for a limited period of time.

7.04 On-Call Employee

An on-call Employee is an Employee who works on an intermittent, occasional basis rather than a regularly scheduled basis.

7.05 Full Time Employee

A full time Employee is an Employee who works the normal hours set for their work unit.

7.06 Part Time Employee

A part time Employee is an Employee who works less than the normal hours set for their work unit.

7.07 Seniority and Service

- All Employees will accrue seniority and service.
- On call Employees will accrue seniority and service based on hours worked.
- All other Employees will accrue seniority and service on a continuous basis. Breaks of thirty (30) days or less will not affect accumulation.
- ENMAX shall not separate temporary Employees merely to break service.

7.08 Benefits

- All Employees who average twenty (20) scheduled hours per week or more, will be eligible for benefits as defined by the Your Plan Benefits Plan agreement.
- Full Time Employees will be entitled to vacation and service pay as outlined in this agreement.
- Part time Employees are entitled to vacation and service pay on a pro-rated basis. To determine the pro-ration, Employees will be credited with continuous service from their most recent date of hire. The pro-ration of their entitlements will then be based on the hours worked in the previous year.

7.09 Probationary Period

The probationary period in Local 38 shall be six (6) months in one (1) permanent position; however, any accumulation of ten (10) or more days of absence from work will be added to the stipulated six (6) month period.

It is agreed that all probationary Employees will have a probationary status report prepared in the third (3rd) and fifth (5th) month of employment. When an Employee receives an unsatisfactory report, the Employee will be advised of their right to grieve the assessment.

7.10 Temporary Positions Reviews

Employees occupying limited term positions shall have performance status reports prepared in their third (3rd) and ninth (9th) months of employment. Should the position go beyond a year in duration, the Employee may request an interview when the position ends.

8.0 Grievance Procedure

- 8.01 A grievance shall be defined as any difference between the parties to or bound by this agreement concerning its interpretation, application, administration or any alleged violation of this agreement.
- 8.02 No grievance shall be considered except under the terms of the following procedure.
- 8.03 All grievances submitted in writing shall be in a form satisfactory to the Union and the Employer, and copies at all steps shall be sent to the Human Resources Director, or designate. Employer replies to grievances at all steps shall be sent to the grievor and the Union.
- 8.04 All person(s) aggrieved shall have the right to be present at all steps of the grievance procedure.
- 8.05 No grievance shall be considered where circumstances giving rise to the grievance should reasonably have been known to the employee more than ten (10) working days prior to the first filing of the grievance.
- 8.06 For the submission of grievances as provided herein, "working days" shall be considered as the days in which ENMAX's offices are open to the public for the transaction of regular business.
- 8.07 When a dispute involving a question of general application or interpretation of this agreement occurs, or where the Union has a grievance, Step One and Two of the grievance procedure may be bypassed.
- a) Failure by the Employer to abide by the specified time limits shall result in the decision being deemed to be negative and the Union may submit the grievance to the next step.
 - b) Failure by the Union to process the grievance in the specified time limits shall result in the grievance being automatically deemed abandoned.
 - c) Any extensions to the time limits contained herein must be expressly granted in writing by the non-requesting party.
- 8.08 The aggrieved employee (or group of employees) shall have the case presented by the Business Agent, Union Representative, Shop Steward or Executive Officer of Local 38. At the Informal Discussion Stage and Step One only, the employee(s) may present the case personally.

8.09 **Grievance Steps**

Grievances shall be dealt with progressively in the following manner:

Informal Discussion

The employee shall first seek resolution within five (5) days of when the circumstances giving rise to the grievance should reasonably have been known to the employee. The discussion shall be with their immediate non-union supervisor. The supervisor must respond within three (3) working days. If that discussion fails to resolve the problem a grievance may then be filed. A Union steward, at the request of the Employee, may accompany and assist the Employee at this step.

Step One

If a satisfactory settlement is not obtained at the Informal Discussion, the grievance shall be submitted within ten (10) working days from when the circumstances giving rise to the grievance should reasonably have been known to the employee, to the General Manager/Director (or Equivalent) of the department who shall hear the grievance within five (5) working days and shall render a decision within three (3) working days from the date the grievance is heard.

Step Two

If a satisfactory settlement is not obtained at Step One, the grievance shall be submitted within three (3) working days to the Vice President who shall hear the grievance within five (5) working days and shall render a decision within three (3) working days from the date the grievance is heard.

Step Three

If a satisfactory settlement is not obtained at Step Two, the grievance shall be submitted within three (3) working days to the President/CEO who shall hear the grievance within five (5) working days and shall render a decision within three (3) working days from the date the grievance is heard.

Step Four

If a satisfactory settlement is not obtained at Step Three, the grievance may be referred by either party to Arbitration as per Article 9.

Any of the Steps may be waived by mutual written agreement of the parties.

9.0 Arbitration

- 9.01 If a satisfactory settlement is not reached through the grievance process, the grievance may be referred by ENMAX or by the Union to an Arbitration Board for final and binding settlement. The party submitting the grievance to arbitration will advise the other party of their intent to proceed to arbitration and name their nominee to the Arbitration Board within thirty (30) calendar days of the date the decision of Step Three of the grievance procedure is received. The Arbitration Board shall be composed of one (1) appointee by ENMAX, and one (1) appointee by the Union and a mutually agreed upon Chairperson.
- 9.02 Appointment, power, and decisions of the Arbitration Board shall be in accordance with the applicable provisions of the Labour Relations Code.
- 9.03 The parties may by mutual agreement elect arbitration by a single Arbitrator under the provisions of the Labour Relations Code. If the parties are unable to mutually agree to finalization by a single Arbitrator the grievance shall be settled by an Arbitration Board as provided for above.
- 9.04 The Arbitration Board or the Arbitrator is requested to meet within three (3) months following appointment and the parties further request that a decision be rendered within one (1) month of the hearing.
- 9.05 The Arbitration Board may direct the Employer to reinstate the employee and pay to the employee a sum equal to his wage loss by reason of his unjust suspension or unjust dismissal or such lesser sum as, in the opinion of the Arbitration Board, is fair and reasonable or the Board may make such other orders as it considers fair and reasonable having regard to the terms of the Collective Agreement.

10.0 Standard Hours of Work

- 10.01 Regular hours of work will total forty (40) hours per week.
- 10.02 Standard hours of work are from 7:00 a.m. to 5:00 p.m. Employees will work their eight (8) hours within this range. Start and finish times are subject to operational requirements and will be scheduled by Management by giving consideration to employees' personal requirements.
- 10.03 Employees will work eight (8) hours per day Monday through Friday and will be entitled to **twelve (12) flex days annually, two (2) of them scheduled during the Christmas shutdown. The remaining ten (10) flex days can be used throughout the year, up to five (5) flex days at a time. All flex days requests must be approved in advance by the supervisor.** Employees receiving flex days pursuant to this clause will be

paid for seventy six point three (76.3) hours bi-weekly in recognition of those days off.

Employees leaving ENMAX, for any reason, will be paid out the pro-rated portion of their flex days earned but not taken for the year. In the event that flex days were overtaken, the overused flex days will be recovered from the final pay. These amounts will be calculated at straight time.

- 10.04 Employees are entitled to a one (1) hour unpaid lunch break. If mutually agreed by management and the employee, the lunch break may be reduced to one-half (1/2) hour, and start/stop time will be adjusted accordingly.
- 10.05 Saturday and Sunday Shifts Employees whose regular work day includes work for Saturday and/or Sunday shall be paid one (1) hour's pay for Saturday and/or Sunday so worked.
- 10.06 Shift Work
Employees covered by this agreement shall receive a shift differential of \$0.70 per hour for all hours that are worked between 5:00 p.m. and 7:00 a.m. When fifty percent (50%) or more of a shift falls within these hours, the shift premium will be paid for all hours of the shift.
- 10.07 Rest Periods
Employees who work five (5) hours or less shall be entitled to one (1) fifteen (15) minute break.
- Employees who work more that five (5) hours shall be entitled to two (2) fifteen (15) minute breaks.

Where management schedules breaks, employees will not work more that three (3) consecutive hours between breaks. This includes a meal break where applicable.

11.0 Work Schedules

- 11.01 Notwithstanding the hours of work as per Article 10, regular hours of work may be established to respond to the operational needs of ENMAX. The Union shall be consulted in advance in writing with respect to any change in the regular hours of work schedule under Article 10. Such changes shall not be implemented until agreement from the Union Executive is obtained in writing. Such agreement shall not be unreasonably withheld.

11.02 Non-Standard daily hours may be established from 7:00 a.m. to 6:00 p.m., provided that all conditions specifically stated in Article 10 are observed, and the Union is given prior consultation.

12.0 Compensating Time Off

12.01 Certain positions are recognized as not conforming to the standard daily hours. These positions may work hours other than the standard daily hours, but shall not exceed forty (40) hours per week, Monday to Friday inclusive. Any employees in said positions who work in excess of forty hours per week shall receive compensating time off at a rate of double (X2) time off for each hour worked in excess of forty (40) hours. If an employee is required to work during the weekend (Saturday/Sunday) the employee shall have the right to take compensating time off or be paid the prevailing overtime rate. Methods of compensation for weekend work shall be arranged by the employee with the supervisor in charge prior to working the extra time and shall be approved in writing by a supervisor so authorized.

13.0 Overtime – Hourly and Monthly Employees

13.01 Overtime shall be calculated on the basis of double (X2) time for hours in excess of the normal daily hours, for hours worked on regular days off and emergency calls. Overtime calculations shall be based on regular list pay and shall not include shift differential or any other premiums. Management will only direct overtime to be worked where the work is required to be performed to meet operational deadlines. Overtime will only be paid where the manager provides prior explicit authorization for the employee to work overtime.

13.02 Overtime for salary-rated employees shall be calculated on the basis of the regular working hours.

13.03 Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate. The employee must designate at the time of work, their choice of cash payment or lieu time. The banking of time off in lieu of overtime shall be limited to a maximum of one hundred and sixty (160) hours at their regular rate of pay. The taking of lieu time off to be mutually agreed between the employee and management. Any overtime accumulated by an employee and not taken as time off prior to December 31st of each year shall be paid out, however any overtime accumulated during the month of December can be carried over into the following year.

- 13.04 In the giving out of overtime, ENMAX agrees that such overtime will be distributed as equally as possible among members of the work group or sub-department concerned.
- 13.05 On-call and part-time employees will be eligible for overtime when working in excess of eight (8) hours in a day or forty (40) hours in a week or the daily and weekly hours of work as determined for the work area. These employees are not eligible for flex days, however, should these employees work in excess of one hundred and fifty-two point six (152.6) hours at straight time over two (2) consecutive pay periods they will be eligible for overtime for all hours in excess of one hundred and fifty-two point six (152.6).

14.0 Callout

- 14.01 Where an employee is called in by Management and it does not immediately precede or follow their regular hours of work, they shall receive a minimum of two (2) hours at double (X2) time.
- 14.02 Extensions of the day's work which are interrupted by a supper break in excess of two (2) hours shall be paid as call-outs regardless of prior notification having been given. Extension of the day's work which is expected to last in excess of two (2) hours shall include a twenty (20) minute lunch break on ENMAX time.

15.0 Stand By Pay

- 15.01 Standby service may be retained as required. Employees held on standby shall be paid for standby service on the following basis:
- \$20.66 per twenty four (24) hour period
- If the employee is scheduled for standby on a day of rest or statutory holiday, the employee will receive \$53.04 per twenty four (24) hour period.
- Standby allowance will only be paid to employees officially designated by Management for such duty.

16.0 Transfers & Promotions

- 16.01 When a vacancy occurs or a new position is created in any department, such vacancies or new positions shall be filled from the staff of the department or members of the bargaining unit provided that the applicant can qualify and has seniority as defined. Where Management considers some permanent employees in higher or equivalent positions, or the senior employee in the immediately subordinate position in the immediate or related work group, within the department to be suitable, Management may offer the position to such employees in descending order of their seniority without posting the position. Where ENMAX has decided to advertise the vacant or newly created position outside ENMAX's service, ENMAX agrees that applications received will not be considered until all applications from employees within the bargaining unit have been assessed.
- 16.02 It is further agreed that Management shall have the sole right to make the decision as to whether vacant positions shall be posted. Upon a vacant position being posted it is understood between the parties that the position shall be posted on a service-wide basis for a period of not less than five (5) nor more than fifteen (15) working days, unless otherwise mutually agreed in writing. The Union will be consulted in the event the position cannot be filled within a five (5) week period from the date the posting closes. The qualifications for the position will be reviewed if the position is not filled by any of the applicants and Management decides to re-post.
- 16.03 Education, training, experience and ability shall be considered in transfers and promotions. Where these factors are judged to be relatively equal, seniority shall be the determining factor. Qualifications may not be established in a discriminatory manner.
- 16.04 Seniority is defined as the length of service in the bargaining unit since most recent date of hire except as provided in Article 31.02. An employee's seniority date shall be adjusted to account for any leaves of absence without pay that exceed (thirty) 30 consecutive days, except as specifically provided in Article 26.03.
- 16.05 As part of the normal posting process, a copy of all ENMAX postings shall be forwarded to the Union. Within ten (10) days from the date of appointment to CUPE positions, the Union will be notified, in writing, of the appointee's name.

16.06 All permanent employees promoted or transferred under the provisions of Article 16 shall serve a three (3) month trial period in their new position. In the second (2nd) month employees shall have a performance status report prepared. Should an employee receive an unsatisfactory report, the employee's attention will be drawn to the part of the form which indicates the employee's option to grieve.

16.07 Permanent employees shall be permitted, or may be required by management, to revert to their previous permanent position during the three (3) month trial period stated in Article 16.06. Employees must have completed a probationary or trial period in their previous position to have these reversion rights. Employees going beyond the stipulated three (3) months due to the employee accepting one (1) or more positions will be eligible for redeployment should they be unsuccessful in the new position.

Permanent employees, promoted or transferred from a permanent position under the provisions of Article 16, to a limited term position shall retain seniority, for up to twelve (12) months, in the permanent position from which they were promoted or transferred and for which they have completed a probationary or trial period. Such employees will be returned to their former position and salary rate without loss of seniority at the expiry of the limited term position or the twelve (12) month period, whichever is less, unless previously reverted at their own or Management's request. Employees going beyond the stipulated twelve (12) months will be eligible for redeployment at the end of the limited term position.

Any permanent employee displaced as a result of movement under this Article will, if applicable, be returned to their former permanent position.

16.08 The Union shall be notified when members of Local 38 transfer or are promoted to positions within ENMAX not represented by Local 38. Such employees shall retain seniority in the position from which they were transferred or promoted consistent with Article 16.07 and in accordance with the time periods expressed therein. Employees shall continue to pay Union dues to Local 38 during this period based on the rate paid to employees immediately prior to such transfer or promotion.

17.0 Temporary Assignments to Higher Rated Positions

17.01 Employees who are assigned to perform the major duties and responsibilities of a higher rated position in the bargaining unit for a period of one (1) full working day or more, shall be paid ten (10) percent higher than their base pay grade. At no time will relief pay surpass Step Five (5) of the salary range for the position they are relieving in.

17.02 Employees will continue to accrue time towards future increments in their base position while relieving in a higher rated position. Employees who have obtained Step Five (5) of their salary range of their base position will accrue time towards increments during a relief assignment within the salary range for the position they are relieving in.

Employees at Step Five (5) of the salary range of their base position, who become eligible for an incremental increase during a relief assignment, will be moved to the step within the relief position salary range that is next highest to that which they are entitled to under Article 17.01.

17.03 The employee who has become eligible to receive the additional increment as described in Article 17.02, will continue to accrue time towards future increments for the duration of the relief.

Once the relief has ended, if the employee returns to the same or similar position within three (3) months any time accrued towards a step increment will remain in effect.

17.04 When an employee is requested to perform the major duties and responsibilities of a position outside the bargaining unit, they will first discuss the rate of pay with the supervisor / manager.

The rate of pay will be by mutual agreement but at no time less than five (5) percent above the employees' current rate of pay. In the event the employee and supervisor are unable to agree on the rate of pay the employee has the right to decline the assignment.

17.05 Upon being appointed permanently to the higher rated position, an employee will receive a pay rate not less than he would receive under the immediately foregoing regulations for temporary relief of the higher rated position.

17.06 In the assignment to higher rated positions, ENMAX agrees that such assignments will be distributed as equally as possible amongst those members of the department or sub-department concerned who are able to perform the required work.

Employees offered the opportunity to relieve in a higher rated position have the ability to decline such a request.

18.0 Temporary Work within the Bargaining Unit

- 18.01 The parties agree that ENMAX may use outside employment agencies for short-term, temporary support and will pay the Union the applicable percentage to reflect Union dues associated with that position (payment will be provided by either the agency or ENMAX).
- 18.02 The maximum time period for use of employment agency employees will be three (3) months unless otherwise mutually agreed to in writing.
- 18.03 ENMAX will ensure that employment agency employees receive no less than the Step One (1) rate of pay for the position to which they have been assigned.

19.0 Job Evaluation – General Principals

- 19.01 ENMAX agrees that at any time should it wish to exempt any position or employee from Local 38's bargaining unit it shall first discuss same with the Officers of Local 38 and failing agreement between the parties it shall be submitted to the Labour Relations Board for settlement.
- 19.02 ENMAX and the Union agree to establish and maintain a joint job evaluation committee.
- 19.03 ENMAX and the Union agree to accept the job evaluation system/processes/procedures/manuals and ratings for all positions in each job family and/or classification as established by the Joint Job Evaluation Committee.
- 19.04 The Job Evaluation Committee shall be comprised of two (2) members with one (1) member from the Union and appointed by the Union, and one (1) member from Management and appointed by ENMAX. One (1) person from Human Resources shall act as a non-voting Chairperson. Each Committee shall meet at least once per month, unless there are no positions to be rated. It shall be incumbent on a Committee to reach a decision on all positions referred to it.
- 19.05 It is the responsibility of the committee to determine the appropriate classification and job family based on the descriptions and the information submitted by the incumbent and supervisor.
- 19.06 When ENMAX experiences difficulty in recruiting employees for certain positions because of the rate of pay required by the market place, ENMAX shall have the right to set Out of Schedule pay rates above the evaluated pay rates. The Union will be notified of Out of Schedule positions, pay

rates and changes thereto. All incumbents in positions identical to that which is adjusted because of the market will be moved on a Step to Step basis to the Out of Schedule pay rate. Increments in the Out of Schedule pay rates will be earned in accordance with the policy affecting the evaluated pay rate. Salary anniversary date will not be changed.

19.07 Employees receiving Out of Schedule pay rates will be given six (6) months notice in writing of any reduction or cancellation of the Out of Schedule rates and be returned to the evaluated rate on a Step to Step basis. All employees to whom this Article is applicable shall be notified of the evaluated rate of the Job Classification.

19.08 ENMAX will advise persons in over-range positions of sources available and the ENMAX policy for retraining. Over-range employees, upon request will have those resources made available, however, any advancement will only be made through the normal procedure of filling vacancies.

20.0 Establishment of New Positions

20.01 Upon receipt of an approved Departmental request for an additional established position, the Compensation Section of the Human Resources Department will conduct a preliminary review, establish the position, and assign a tentative classification. After the new position has been filled for at least six (6) months, the Compensation Section will prepare a current job analysis report for presentation to the Job Evaluation Committee.

20.02 The Job Evaluation Committee shall evaluate the position on the basis of the information presented in the job analysis report and shall reach a decision on the position.

20.03 Rates and conditions shall be effective at the date of commencement of the position.

20.04 The incumbents of new positions that have been evaluated shall be informed by the Compensation Section within one (1) month of the classification of their position, with copies to both Management and the Union.

21.0 Request for Review Based Upon Change in Duties

- 21.01 In the event the duties assigned to a position have changed, the employee, or the Compensation Section may request a review of the position by the Committee.
If the employee or the Compensation Section requests a review, the employee will be required to complete a Position Description Form and submit it to their supervisor for review and/or comment. The supervisor is required to review and submit the Position Description to the Compensation Section within thirty (30) days. The Compensation Section will interview the employee who initiated the request and the present incumbent if applicable, and prepare a current job analysis report for presentation to the Committee.
- 21.02 If a position is vacant at the time of the request for review, the Compensation Section will conduct a preliminary review and assign a tentative classification. After the position has been filled for at least six (6) months the Compensation Section will prepare a current job analysis report for presentation to the Committee.
- 21.03 Incumbents and initiators of the request for re-evaluation shall be informed within one (1) month of the classification of their position, with copies to both Management and Union.
- 21.04 Following the review by the Committee, any resulting change in classification shall be made retro-actively to the date of the request or to the date of changed duties, if such date can be positively identified. Any employee who requests a review and whose salary is over-ranged as a result of the review of the position by the Committee, shall have their salary rate maintained, with no further increases to the rate in effect one (1) month after the Committee's final decision. The salary rate shall remain in effect until maximum of the applicable salary range equals or surpasses the employee's "red-circled" rate.
- 21.05 When the Compensation Section requests a review based on a change of duties or as a result of a Management re-organization, any resulting change in classification shall be made retro-actively to the date of request, or to the date of changed duties, if such date can be positively identified. Any employee whose salary is over-range as a result shall receive normal increments in the previously established classification for the position and any general increases for a three (3) year period, as long as that employee remains in that position, after which "red-circling" will become effective.

22.0 Appeals to Committee Decisions

- 22.01 A Job Evaluation Review Panel shall be established. An appealed position will be submitted to the Job Evaluation Review Panel which will be comprised of three (3) members from the Union and appointed by the Union and three (3) members from Management appointed by ENMAX. One (1) person from the Compensation Section of the Human Resources Department shall act as a non-voting Chairperson who shall present the Review Panel with the job analysis report. The Review Panel shall meet at least once per month, unless there are no positions to be rated. It shall be incumbent on the Review Panel to reach a decision on all positions referred to it. Following the Review Panel's decision, the provisions of Article 20.03, 21.04 or 21.05, whichever is applicable, shall apply.
- 22.02 An employee who has been notified that their position has been evaluated by the Job Evaluation Committee, in accordance with Article 20.04 and 21.03 shall have the right to submit an appeal to the Job Evaluation Review Panel. Such an appeal must be submitted within thirty (30) days of being notified of the Job Evaluation Committee's decision.
- 22.03 In addition, within thirty (30) days of being notified of the Job Evaluation Committee's decision, Management and the Union shall be permitted to appeal the Job Evaluation Committee's rating to the Review Panel.
- 22.04 Following the Review Panel's decision, any further request for a review shall be made in accordance with Article 21.01 or 21.05.
- 22.05 Notwithstanding Article 19.02 above, in the event that the Job Evaluation Committee is unable to reach a decision as to the appropriateness of the job family and/or classification, the Review Panel shall have the matter referred to it and shall act as the Job Evaluation Committee and the decision reached shall then be returned to the Committee to finalize the rating.

23.0 Position Elimination and Redeployment and Lay Off

- 23.01 In the event it becomes necessary to reduce the working force for reasons of lack of work, the Employer shall approach the position-eliminated employee and offer them two (2) options, either severance as per the formula contained within Article 29 or redeployment (pursuant to Article 23). If the Employer chooses to not offer severance, the Employer must pursue the redeployment process pursuant to Article 23.03.

23.02 If the employee is offered severance and accepts the severance, his employment shall be terminated and no redeployment or recall rights shall be available to him. If the employee is offered severance and declines the offer, management is obligated to pursue the redeployment process according to Article 23.03.

23.03 If the employee chooses redeployment, the Employer shall embark upon the following redeployment process: (a) vacancies in the same pay grade, for which the employee is qualified, are canvassed first. (b) If no vacancies are found, other vacancies in lower pay grades can be canvassed or else the employee can choose to bump a more junior employee out of his/her position, as long as the position sought after is of the same pay grade (or lower) as the position-eliminated job and the position-eliminated employee is qualified for that chosen job. If bumping is chosen, bumping shall occur in the following order:

First: Temporary employees
Second: Probationary employees
Third: Permanent employees in order of seniority

If the redeployment process has been pursued and an alternate position has been found, the employee will be placed into that new position at the pay rate assigned to that new position. The employee will not receive severance pay.

If the redeployment process has been pursued and an alternate position has not been found, the employee will have the choice to receive severance pay pursuant to the formula contained within Article 29, or to commence layoff subject to the Recall provisions within Article 24. If an employee elects severance his employment will be terminated and rights to redeployment and recall will not be available. If an employee elects layoff and is not offered re-employment within the twelve (12) month recall period, termination pay shall be in accordance with Employment Standards and severance will not be provided.

23.04 In situations where a business transaction may result in position elimination(s) the Employer agrees to meet with the Union, prior to effecting the transaction, to review the nature of the reduction(s) and discuss options to lessen the impact on affected employees.

23.05 In the event of lay off, ENMAX shall make every effort to absorb present staff rather than fill vacancies normally occurring through resignations, retirement, promotion or other reasons. In the event of a position elimination where redeployment is being pursued, Management shall first review the nature of the redeployment with the Union.

23.06 The parties recognize that there may be some unique situations where, not due to lack of work or position elimination, it is in the best interest and desire of the Employer and an employee that severance be offered to that employee. In those situations, and at the discretion of the Employer, the Employer may offer severance to an employee after first having discussed the situation with the Union. The employee may refuse the offer of severance and his/her employment will continue as if such an offer had not been made. If he/she accepts such an offer, he/she will receive severance pursuant to the formula contained in Article 29 and her/his employment will be terminated, and rights to redeployment and/or recall will not be available.

24.0 Recall

- 24.01 If a vacancy in an established position arises in a classification in a work group formerly reduced, permanent employees previously removed from that classification and redeployed, will be offered the opportunity once only, in order of seniority, to return to their former jobs. This right to return without posting shall be in effect for twenty-four (24) months from the date of removal.
- 24.02 If the work force is to be increased, former permanent employees shall be offered re-employment in order of seniority provided they are qualified and able to perform the required work satisfactorily. Such employees subject to re-employment shall be notified by double registered mail to the last address provided by the employees.
- 24.03 An employee who has been recalled must notify ENMAX of his intention to return to work within five (5) working days from the time the recall has been received by the employee.
- 24.04 An employee must report to work within fifteen (15) calendar days from the date of their acceptance of recall. If offered re-employment and the former employee does not notify ENMAX of his intention, refuses re-employment to a full time established position, or does not report for work as required after acceptance, he shall lose any rights under this Article.
- 24.05 Any employee not re-employed within twelve (12) months of his layoff shall lose any rights under this Article.
- 24.06 Former employees re-employed under Article 24 shall have their service date reflect service previously accumulated to date of lay off.

25.0 Loaning of Employees

25.01 An employee may be loaned to any other private business firm or municipality for the purpose of giving or receiving instructions in his particular line of work, if approved by ENMAX, and shall not forfeit any of his seniority rights. During such loan period the employee will be required to pay the usual levies for sickness and non-occupational accident benefits, group insurance, Workers' Compensation, pension fund, and any other levies which are proper to be made, on the basis of his average earnings over a period of the six (6) months immediately preceding the date of being loaned.

26.0 Leaves of Absence

General:

26.01 Any employee desiring leave of absence shall apply for same to their Manager. Should such application be refused, the employee shall have the right to appeal directly to the applicable Vice President through the proper officials of CUPE Local 38. The decision of the Vice President shall be final and shall be communicated to the Union in writing. Where there is no Manager, the application shall be made to the Director.

Employees on leave of absence without pay in excess of thirty (30) consecutive calendar days shall not be eligible for any remuneration from ENMAX, including wages, or statutory holiday entitlement, nor shall there be any vacation credit for the period of leave unless otherwise stated in this Article.

Pursuant to Article 16.04, an employee's seniority date shall be adjusted and notwithstanding the definition of "Service" the employee's service date shall be adjusted to affect the entitlement date of vacation, service pay, and any other service related entitlement, unless otherwise stated in this Article.

When an employee has been granted any leave of absence without pay for a period of more than thirty (30) consecutive days, unless otherwise stated in this Article, they shall be required to pay in advance both the employee's and the Employer's share of the premiums for applicable benefits, and any other levies normally in force had such leave of absence not been granted.

Where any leave of absence without pay has been granted for a period of thirty (30) consecutive days or less, such employee shall be required to pay in advance the usual employee benefit premiums and other levies normally in force had such leave of absence not been granted.

Premium rate, amount, and required benefit coverage on a leave of absence, shall be determined by the appropriate benefits company.

26.02 Union Leave

Where it is necessary for an employee to make application for leave of absence to perform duties of any office in their local Union or of the parent Union, such request shall have priority over all other applications. During the absence of any employee on special leave of this nature, such employee shall retain their original seniority rights with no decrease in status, but without claim to any promotions effected during their absence on leave. An employee on Union leave of any duration shall not be affected by Article 26.01 when the Union reimburses ENMAX for the wage and benefit costs.

26.03 Maternity Leave

A pregnant employee, who is permanent or who has twelve (12) months continuous service prior to the date of delivery shall be entitled to maternity leave without pay for a period not to exceed fifteen (15) weeks. A maternity leave is defined as the total time off work, before and after the birth of a child, including some health-related portion. During the health-related portion of a maternity leave, the employee may be eligible for benefits as any other employee absent on sick leave. During the first six (6) months of pregnancy, such employee shall apply in writing for maternity leave, including advice to the Business Unit of the estimated delivery date and date of commencement of maternity leave. Maternity leave shall commence at the time designated by the employee, within twelve (12) weeks of the estimated delivery date, but no later than the date of the birth of the child.

An employee who has applied for maternity leave shall be required to pay, in advance, for the non-health related portion of the maternity leave, their share of the premiums for applicable benefits and any other levies normally in force had such leave of absence not been granted.

Notwithstanding the above, an employee who is pregnant shall not continue in her position following such time as, in the opinion of the employee's personal physician, and in consultation with the Employee Relations Coordinator, Health, her ability to carry out her assignment is limited by pregnancy. At this time the eligible employee may choose to be accommodated by alternate work which facilitates their health restrictions

(if such is readily available and approved by the physician), or shall commence maternity leave, if she is within twelve (12) weeks of her estimated delivery date. Employees who are accommodated in alternate work will not receive less than their regular pay.

Such employee returning to work from maternity leave shall be reinstated to the same or similar position held at the time maternity leave commenced, but without claim to any promotions effected during absence on leave. For purposes of accommodating employees who have been granted maternity leave, the Union agrees to assist in finding a position including waiving of postings.

An employee who has not yet attained permanent status, but who has completed six (6) months or more continuous service may apply, and at the discretion of Management, be granted maternity leave without pay on the same conditions as a permanent employee listed above. If granted maternity leave, and upon returning to work from such leave, the employee shall be provided with work of a comparable nature at not less than the same salary and other benefits that had accrued to the employee prior to commencing maternity leave, without claim to any promotions effected during leave of absence.

26.04 Adoption Leave

Where an employee seeks leave of absence for the purpose of legal adoption, the employee shall be entitled to a leave of absence without pay, for a period not to exceed fifteen (15) weeks.

The employee shall give, where possible, written notice of at least six (6) weeks before the employee can reasonably expect to first obtain custody of the child being adopted. Where such prior notice is not possible, the employee shall give written notice as soon as is practical upon receiving notice of adoption.

The terms and conditions applicable to adoption leave shall be the same as those which apply to maternity leave except that the leave of up to fifteen (15) weeks shall commence on the date on which the adoptive parent first obtains custody of the child being adopted and the health related portion of maternity leave does not apply.

Where both adoptive parents are employees of ENMAX, they may share the adoption leave, with the total leave not to exceed fifteen (15) weeks. The parents may be granted leave simultaneously, subject to operational requirements.

26.05 Parental Leave

A natural or adoptive parent, who is a permanent employee or a non-permanent employee with at least twelve (12) months continuous service is entitled to an unpaid parental leave of up to thirty-seven (37) weeks for the care of a new-born or adopted child. Parental leave will normally follow a period of maternity or adoption leave, however it must be completed within one (1) year, fifty-two (52) weeks) from the date of delivery, or in the case of adoption, the date the child arrived home. If ENMAX employs both parents, they may share the leave, with the total not to exceed thirty-seven (37) weeks. The parents may be granted leave simultaneously, subject to operational requirements.

26.06 During such Maternity, Adoption and Parental leaves of absence, the employee will continue to accrue service and seniority in accordance with the Collective Agreement and ENMAX will continue to pay its share of the benefits premiums.

26.07 Paternity Leave

An employee upon request may be granted paternity leave with pay for one (1) day for the purpose of attending to the birth of his/her child, or attending the spouse's release from hospital after giving birth, or on the day of first obtaining custody of a child who has been legally adopted.

26.08 Overstayed Leave

Where an employee overstays his/her leave of absence without permission of the Manager, he/she shall automatically forfeit his/her position with ENMAX, unless in the opinion of the Manager such overstay was justifiable.

26.09 Military Leave

In the granting of leave of absence for military purposes, it is agreed that the terms of such leave will be in accordance with the Government of Canada regulations and any regulations passed by ENMAX relative to ENMAX pension and group insurance contributions.

26.10 Bereavement Leave

Leave of absence with pay of seven (7) consecutive calendar days shall be permitted by the Manager, on request, in order to carry out the responsibilities incurred by the demise of the employee's: spouse, including common-law spouse, same gender spouse, child or step-child, parent, step-parent, step-brother, step-sister, grandchild, guardian,

mother-in-law, father-in-law, foster child, ward, brother, sister, related dependent living in the household of the employee or grandparent of the employee or spouse.

In addition to the above specified days, leave of absence without pay may be granted upon request, subject to the needs of the operation.

Employees serving vacation time shall not lose their entitlement for any bereavement leave for which they would otherwise qualify. Employees shall notify their Manager of the death of the relative, as soon as practical, in order to determine their entitlement for bereavement leave. Any period of vacation displaced, shall be reinstated for use at a later date.

26.11 Funeral Leave

Leave with pay to attend funeral services only, of persons related more distantly than those listed above, may be granted at the discretion of the Manager.

26.12 Leave to Visit a Terminally Ill Relative

Bereavement leave may be granted to allow an employee to travel and attend to one of the persons listed in Article 26.10 who is terminally ill, provided the following criteria is met:

- a.) the employee must provide to his/her Manager a current medical certificate from a qualified medical doctor which deems that the person listed above is terminally ill; and,
- b.) the employee will only be allowed to access the rights under this Article once per each twelve (12) month period, per person listed above.

26.13 Examination Leave

At the discretion of the Manager an employee shall be allowed the necessary time off with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications.

26.14 Witness Duty

Any employee who is subpoenaed as a witness in a Civil case in which ENMAX Legal Department certifies ENMAX as having an interest, or where called as a witness in a criminal case which the ENMAX Legal Department certifies as a work of good citizenship, shall not suffer any net loss of pay while so serving.

27.0 Union Officer's Rights

- 27.01 The Union shall list current appointments of Union Officers, Business Agents and Stewards in each work area with the Manager concerned, and such shall be recognized by Management as part of the Grievance Procedure. A copy of such current list(s) of Union appointments shall be forwarded to the Director of Human Resources.
- 27.02 No grievance handling or Union activity shall take place on ENMAX property, at work sites, or during working hours, without the permission of the exempt supervisor responsible for that work area, and such permission shall not be unreasonably withheld.
- 27.03 The Local Union shall have the right to have the assistance of Representatives of the Canadian Union of Public Employees when dealing or negotiating with ENMAX.
- 27.04 No employee shall be required or permitted to make any agreements with the Employer or his representatives which directly conflicts with this agreement.

28.0 Warnings and Suspensions

- 28.01 When an employee is disciplined and the discipline is to be a matter of record the employee shall be given written particulars stating the reasons for the action and outlining the terms of the penalty (where applicable) and advised that the employee has the right to have the Local 38 Steward or other Union member present as an observer.

It is further agreed that after one (1) years' time any disciplinary document will be removed from the employee's personnel file in the Human Resources Department, their own department and in the Union's file and not held against the employee or Management in any way. Any accumulation of ten (10) or more days' absence from work (excluding approved vacation time) will be added to the one (1) year period.

- 28.02 Under the supervision of Management and by appointment, an employee has the right to see his official personnel file held in the Human Resources Department, or where his Department maintains an equivalent file, his Departmental personnel file.
- 28.03 When an employee is suspended for a minor misdemeanour, such suspension shall not go into effect for two (2) working days after notice of suspension has been given in writing.

28.04 When employee(s) are exonerated, payment for lost time shall be made.

28.05 Should an employee be interviewed by Management for the purpose of determining disciplinary action, the employee shall be advised that he has the right to representation by a Union Representative.

29.0 Termination

29.01 Except for just cause, when a permanent employee is dismissed the employee shall be given notice, or pay in lieu thereof, as follows:

- Two (2) weeks per year of service for employees with five (5) years of service or less, or
- Two and a half (2.5) weeks per year of service for employees with greater than five (5) years of service, up to a maximum of fifty-two (52) weeks.

29.02 An employee who terminates in accordance with Article 29.01 shall be provided with career transition services.

29.03 Where an employee resigns he shall give ENMAX two (2) weeks notice, in writing.

30.0 Wrongful Dismissals

30.01 An employee who has been wrongfully dismissed by ENMAX, and who is later exonerated shall not lose seniority and shall be compensated in full for all time lost.

30.02 Any employee desiring to appeal against his dismissal shall do so under the Grievance Procedure, and in such cases the first two (2) steps may be omitted.

30.03 The Union shall be notified in writing of all dismissals.

31.0 Re-Engagement of Former Employees

- 31.01 Where an employee leaves ENMAX's service or is dismissed for cause and is later re-engaged, his seniority shall date only from the date of his re-engagement.
- 31.02 Where a permanent employee is laid off under Article 23 and is re-employed within twelve (12) months, his seniority date shall reflect seniority previously accumulated to his date of layoff.

32.0 Vacation

- 32.01 All employees covered by this agreement shall be entitled to accrue vacation with pay in accordance with the following:
- three (3) weeks, during the first (1st) year of service
 - four (4) weeks, during the eighth (8th) year of service **or 10 years work/life experience**
 - five (5) weeks, during the fifteenth (15th) year of service
 - six (6) weeks, during the twenty-fifth (25th) year of service
 - seven (7) weeks, during the thirtieth (30th) year of service.

Vacation can be taken as accrued.

Employees may elect to be paid out two (2) weeks of their current vacation entitlement once per calendar year provided the minimum provincially legislated vacation time is taken.

- 32.02 General Holidays occurring during vacation periods shall be honoured and vacation will not be deducted for that day.
- 32.03 If employment is terminated and proper notice given, the employees in the bargaining unit shall be entitled to vacation pay on the following pro-rata calculation:
- three (3) weeks entitlement, six percent (6%);
 - four (4) weeks entitlement, eight percent (8%);
 - five (5) weeks entitlement, ten percent (10%);
 - six (6) weeks entitlement, twelve percent (12%);
 - seven (7) weeks entitlement, fourteen percent (14%).
- 32.04 By giving two (2) full weeks' notice, employees may receive, on the last office day preceding commencement of their annual vacation, any pay cheques which may fall due during the period of their vacation.

32.05 Vacation pay for one (1) week vacation as defined above shall be forty (40) hours.

32.06 Employees may request to take their vacation entitlements in periods of no less than one half (1/2) day, subject to the agreement of the employee's supervisor.

33.0 Banking of Vacations

33.01 Employees, upon being entitled to three (3) weeks vacation, shall be entitled, upon written request, to save and carry forward to a future vacation period, one (1) week of annual vacation per annum to a maximum of six (6) weeks, subject to the written approval of the Department Head and the needs of the operation. Subject to the preceding conditions, an employee entitled to four (4) weeks or more vacation shall be entitled to save and carry forward to a future vacation period two (2) weeks of annual vacation per annum to a maximum of six (6) weeks. Such deferred vacation shall be paid at the employee's prevailing salary when taken. However, such deferred vacation shall only be taken subject to the needs of the department and shall not be taken in prime vacation periods as determined by the applicable department.

33.02 Employees may bank vacations provided the minimum provincially legislated vacation time is taken.

33.03 Employees may elect to be paid out up to fifty percent (50%) of their total banked vacation once per calendar year.

34.0 General Holidays

34.01 The following shall be defined as General Holidays:

New Year's Day

Family Day

Good Friday

Easter Sunday

Victoria Day

Canada Day

August Civic Holiday

Labour Day

Thanksgiving Day

Remembrance Day

One-half (1/2) day on the working day preceding Christmas Day

Christmas Day

Boxing Day

All General Holidays proclaimed by the Province of Alberta and/or the Government of Canada shall also be recognized as General Holidays, except when replacing the named holidays, in which case the lieu General Holiday only shall be recognized.

- 34.02 All employees shall be entitled to pay for General Holidays as defined in Article 34.01.
- 34.03 No benefit shall be granted to any employee for any such General Holiday, if the employee is absent the working day immediately before or immediately following the holiday, unless approval for the absence is granted. If a General Holiday falls during a period of approved sick leave, the employee shall receive only his regular short term disability pay for which he is eligible.
- 34.04 Where a General Holiday falls on a Saturday or Sunday or on an employee's day off and such day is not worked by the employee, the employee shall be entitled to take a regular working day off in lieu of such holiday. Such day off to be mutually agreed upon, between the employee and his supervisor, and shall be taken not later than the end of the subsequent year's vacation.
- 34.05 Employees who work any General Holiday occurring during his regular work period shall be entitled to double time (X2) pay for hours worked plus straight time for the holiday. Shift workers shall receive a minimum of six (6) General Holidays off per year or lieu days thereof.

35.0 Occupational Health and Safety

- 35.01 An effective occupational health and safety program is dependent on a specific policy set by Management and made clear to all employees who accept safety operations as part of their normal responsibilities.
- 35.02 The Union agrees to select two (2) members to serve on the Health and Safety Committee to meet with representative(s) of the Health and Safety Division. Members of the Committee engaged in meetings and/or worksite inspections with a Health and Safety representative shall not suffer loss of regular pay or benefits.
- 35.03 Upon presentation of a proposed agenda the Committee may meet once a month to discuss health and safety concerns and make recommendations on matters affecting the health and safety of employees.

35.04 Subject to the exigencies of the operation, a committee member may wish the committee to conduct a worksite inspection in conjunction with the next meeting. A representative of the Health and Safety Division will arrange for the worksite inspection.

36.0 Sickness and Non-Occupational Accident

36.01 It shall be the responsibility of the employee to give as much notification to his supervisor as is reasonable under the circumstances, prior to absence on account of illness. The employee shall notify his supervisor on the day prior to return to work.

36.02 When an employee who is entitled to benefits under the applicable benefits company, sustains an occupational injury while in ENMAX's service, he shall receive such compensation that will equal his regular take home pay provided that any payments received from the Workers' Compensation Board are assigned to the applicable benefits company.

36.03 All employees on Short Term Disability will accrue time for current and future vacation until they move onto Long Term Disability.

All employees on Long Term Disability shall accrue service for future vacation entitlement but do not accrue time towards current vacation entitlement.

All employees on Worker's Compensation will accrue time for current and future vacation based on the timelines for Short Term Disability. Once they have reached the Long Term Disability timeline they will continue to accrue service towards future entitlements.

36.04 Employees are expected to schedule their medical/dental appointments for their days off. If it is not possible to schedule an appointment for their day off, they will be permitted reasonable time off without loss of pay to attend the appointment.

An employee who is unable to schedule an appointment on their day off will schedule it as early in the day or as late in the day as possible to minimize the impact on the work unit.

37.0 Car Allowance

37.01 Employees who are required to use their personal vehicles for the purposes of performing their work duties may submit their kilometres driven to their manager for reimbursement at Revenue Canada's current maximum rates.

38.0 Service Pay

38.01 Employees covered by this agreement shall be paid service pay as follows:

- after ten (10) years service with ENMAX, ten dollars (\$10.00) per month
- after fifteen (15) years service with ENMAX, fifteen dollars (\$15.00) per month
- after twenty (20) years service with ENMAX, twenty dollars (\$20.00) per month
- after twenty five (25) years service with ENMAX, twenty five dollars (\$25.00) per month

39.0 Clothing

39.01 Where ENMAX requires safety equipment and/or clothing, ENMAX will provide the equipment and clothing to permanent employees only, at no cost to the employee. Issuing of the safety equipment and/or clothing will be at the discretion of Management.

39.02 Letter of Understanding #4 lists the clothing issued by ENMAX. This list is subject to amendment from time to time through discussions between ENMAX and Representatives of Local 38.

40.0 Short and Over Account

40.01 It is agreed that employees handling cash will receive no benefits from overages and will not be called upon to make up any shortages in their daily cash balances. A record now being kept of daily shortages and overages by employee will be maintained. The results of an examination, to be made at periodic intervals by the Management, will determine the actions to be taken.

41.0 Automation and Job Security

41.01 Management will assume all its responsibilities with regard to employees who may be affected by automation or mechanization. For this reason, Management agrees to set up retraining or refresher programs for employees thus affected. Management shall endeavour to give the Union notice of the implementation of new methods and discuss with the Union any action liable to cause manpower problems. If an employee cannot cope with technical or technological improvements, and has to transfer, and is able to do the work to which he transfers, he shall continue to receive the wage rate he enjoyed at the time of his transfer, until such time as the lower rate reached his former rate at the time of his transfer.

42.0 Pension Plan

42.01 ENMAX acknowledges that employees whose work falls under the scope of this collective agreement are members of the ENMAX Pension Plan, in the Province of Alberta, and come under the terms of reference of The Plan.

42.02 Employee contributions will be a minimum of two and one half percent (2.5%) less than employer contributions based on Normal Annual Actuarial Costs of the defined benefit pension plan.

43.0 Retroactivity

43.01 Any employee who is employed or who has retired between January 1, 2005 and the date of signing of this agreement shall receive payment on salaries retroactively to January 1, 2005. Employees who terminate their employment between January 1, 2005 and the signing date of this agreement shall receive retroactive payments provided these employees apply for same within thirty (30) days of the date of signing of this agreement.

44.0 Incremental Increases

44.01 Salary incremental increases will be as follows:

Step	Increment
Movement from Step One (1) to Step Two (2)	Twelve (12) Months
Movement from Step Two (2) to Step Three (3)	Twelve (12) Months
Movement from Step Three (3) to Step Four (4)	Six (6) Months
Movement from Step Four (4) to Step Five (5)	Six (6) Months
Movement from Step Five (5) to Step (6)	Experience Ratio & Performance

Salary incremental increases for the job families of Billing, Customer Service and Trainer/Technical Advisor will be as follows:

Step	Increment
Movement from Step One (1) to Step Two (2)	Six (6) Months
Movement from Step Two (2) to Step Three (3)	Six (6) Months
Movement from Step Three (3) to Step Four (4)	Twelve (12) Months
Movement from Step Four (4) to Step Five (5)	Twelve (12) Months
Movement from Step Five (5) to Step (6)	Experience Ratio & Performance

45.0 Copies of This Agreement

45.01 ENMAX shall undertake to arrange for the printing of sufficient copies of this Agreement within ninety (90) days of signing by both parties, and shall accept the full cost.

46.0 Pay Days

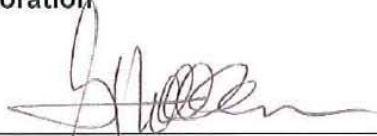
46.01 All employees shall be paid on a bi-weekly basis. If the normal pay day is a non-working day, an effort will be made to pay on the working day immediately prior to the normal pay day.

47.0 Pay Schedules

47.01 ENMAX and the Union agree to accept the Classification and Pay Grade as shown in the attached Schedule A.

Signed this 4th day of 23rd day of February, 2009, in the City of Calgary.

Signed on behalf of ENMAX
Corporation



ca
Curt Kurchua

Tom St.

Rick Ehlers

Kyle Duby

Drew

Sue Dege

D. Nelson

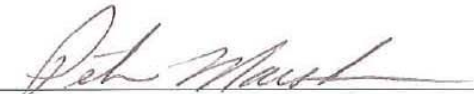
Stan


Keith Wells

Helen Jay

Sam L. Sage

Signed on Behalf of Local 38
Canadian Union of Public employees






Brian Kobra

Leslie Stern


Alison Wood-Smith



Nora Christie

Jan

Len Cagran



Schedule A - C.U.P.E. Job Family and Classification Structure 2009

Career Level	Level	1	2	3	4	5	Experience Ratio and Performance*
Accountant	A	\$22.70	\$24.12	\$25.54	\$26.96	\$28.38	\$29.80
	B	\$26.29	\$27.93	\$29.57	\$31.22	\$32.86	\$34.50
	B/C	\$29.10	\$30.91	\$32.73	\$34.55	\$36.37	\$38.19
	C	\$31.92	\$33.92	\$35.91	\$37.91	\$39.90	\$41.90
Accounting Assistant	A	\$15.03	\$15.97	\$16.91	\$17.85	\$18.79	\$19.73
	A/B	\$16.38	\$17.41	\$18.43	\$19.46	\$20.48	\$21.50
	B	\$17.74	\$18.85	\$19.96	\$21.07	\$22.18	\$23.29
	C	\$20.46	\$21.73	\$23.01	\$24.29	\$25.57	\$26.85
	C/D	\$22.31	\$23.71	\$25.10	\$26.50	\$27.89	\$29.28
	D	\$24.17	\$25.68	\$27.19	\$28.70	\$30.21	\$31.72
Administrative Assistant	A	\$15.59	\$16.57	\$17.54	\$18.52	\$19.49	\$20.46
	B	\$17.71	\$18.82	\$19.93	\$21.03	\$22.14	\$23.25
	C	\$20.98	\$22.30	\$23.61	\$24.92	\$26.23	\$27.54
	C/D	\$22.26	\$23.65	\$25.04	\$26.43	\$27.82	\$29.21
	D	\$23.52	\$24.99	\$26.46	\$27.93	\$29.40	\$30.87
	E	\$26.46	\$28.12	\$29.77	\$31.43	\$33.08	\$34.73
Administrator	A	\$14.79	\$15.72	\$16.64	\$17.57	\$18.49	\$19.41
	B	\$16.69	\$17.73	\$18.77	\$19.82	\$20.86	\$21.90
	C	\$20.51	\$21.79	\$23.08	\$24.36	\$25.64	\$26.92
	C/D	\$21.98	\$23.36	\$24.73	\$26.11	\$27.48	\$28.85
	D	\$23.44	\$24.91	\$26.37	\$27.84	\$29.30	\$30.77
	E	\$26.31	\$27.96	\$29.60	\$31.25	\$32.89	\$34.53
Billing	A	\$14.42	\$15.33	\$16.23	\$17.13	\$18.03	\$18.93
	B	\$18.78	\$19.96	\$21.13	\$22.31	\$23.48	\$24.65
	C	\$22.04	\$23.42	\$24.80	\$26.17	\$27.55	\$28.93
Communications	A	\$22.23	\$23.62	\$25.01	\$26.40	\$27.79	\$29.18
	B	\$26.07	\$27.70	\$29.33	\$30.96	\$32.59	\$34.22
	B/C	\$29.42	\$31.26	\$33.10	\$34.94	\$36.78	\$38.62
	C	\$32.78	\$34.83	\$36.88	\$38.93	\$40.98	\$43.03
Customer Service Representative	A	\$14.42	\$15.33	\$16.23	\$17.13	\$18.03	\$18.93
	B	\$18.78	\$19.96	\$21.13	\$22.31	\$23.48	\$24.65
	B/C	\$20.41	\$21.68	\$22.96	\$24.23	\$25.51	\$26.79
	C	\$22.04	\$23.42	\$24.80	\$26.17	\$27.55	\$28.93
Drafter	B	\$24.74	\$26.29	\$27.84	\$29.38	\$30.93	\$32.48
	B/C	\$26.62	\$28.28	\$29.94	\$31.61	\$33.27	\$34.93
	C	\$28.60	\$30.39	\$32.18	\$33.96	\$35.75	\$37.54
	D	\$32.14	\$34.15	\$36.16	\$38.17	\$40.18	\$42.19
	E	\$37.69	\$40.04	\$42.40	\$44.75	\$47.11	\$49.47
Employee Services	P-A	\$24.01	\$25.51	\$27.01	\$28.51	\$30.01	\$31.51
	P-A/B	\$25.82	\$27.44	\$29.05	\$30.67	\$32.28	\$33.89
	H-C	\$26.57	\$28.23	\$29.89	\$31.55	\$33.21	\$34.87
Field Representative	A	\$21.13	\$22.45	\$23.77	\$25.09	\$26.41	\$27.73
	B	\$24.46	\$25.98	\$27.51	\$29.04	\$30.57	\$32.10

**Schedule A - C.U.P.E. Job Family and Classification Structure 2009
(Con't)**

Career Level	Level	1	2	3	4	5	Experience Ratio and Performance*
Financial/Business Analyst	A	\$22.76	\$24.18	\$25.61	\$27.03	\$28.45	\$29.87
	B	\$27.92	\$29.67	\$31.41	\$33.16	\$34.90	\$36.65
	C	\$34.62	\$36.78	\$38.94	\$41.11	\$43.27	\$45.43
Librarian	C	\$27.67	\$29.40	\$31.13	\$32.86	\$34.59	\$36.32
Paralegal	B	\$25.75	\$27.36	\$28.97	\$30.58	\$32.19	\$33.80
Programmer Analyst	A	\$26.30	\$27.95	\$29.59	\$31.24	\$32.88	\$34.52
	B	\$29.14	\$30.96	\$32.78	\$34.60	\$36.42	\$38.24
	C	\$34.92	\$37.10	\$39.29	\$41.47	\$43.65	\$45.83
	D	\$41.59	\$44.19	\$46.79	\$49.39	\$51.99	\$54.59
Records	A	\$16.86	\$17.92	\$18.97	\$20.03	\$21.08	\$22.13
	B	\$21.22	\$22.55	\$23.88	\$25.20	\$26.53	\$27.86
	C	\$23.44	\$24.91	\$26.37	\$27.84	\$29.30	\$30.77
	D	\$28.22	\$29.98	\$31.74	\$33.51	\$35.27	\$37.03
Supply Chain	A	\$24.73	\$26.27	\$27.82	\$29.36	\$30.91	\$32.46
	B	\$29.84	\$31.71	\$33.57	\$35.44	\$37.30	\$39.17
	C	\$35.47	\$37.69	\$39.91	\$42.12	\$44.34	\$46.56
Survey	B	\$24.74	\$26.29	\$27.84	\$29.38	\$30.93	\$32.48
	C	\$28.60	\$30.39	\$32.18	\$33.96	\$35.75	\$37.54
Technical Services Analyst	A	\$25.18	\$26.75	\$28.32	\$29.90	\$31.47	\$33.04
	B	\$29.88	\$31.75	\$33.62	\$35.48	\$37.35	\$39.22
	C	\$36.10	\$38.36	\$40.62	\$42.87	\$45.13	\$47.39
	D	\$41.59	\$44.19	\$46.79	\$49.39	\$51.99	\$54.59
Technologist	A	\$19.25	\$20.45	\$21.65	\$22.86	\$24.06	\$25.26
	B	\$20.95	\$22.26	\$23.57	\$24.88	\$26.19	\$27.50
	C	\$23.65	\$25.13	\$26.60	\$28.08	\$29.56	\$31.04
	C/D	\$25.53	\$27.12	\$28.72	\$30.31	\$31.91	\$33.51
	D	\$27.39	\$29.10	\$30.82	\$32.53	\$34.24	\$35.95
Trainer and Technical Advisor	E	\$34.20	\$36.34	\$38.48	\$40.61	\$42.75	\$44.89
	A	\$23.54	\$25.01	\$26.48	\$27.95	\$29.42	\$30.89
	B	\$27.13	\$28.82	\$30.52	\$32.21	\$33.91	\$35.61
	A	\$22.91	\$24.34	\$25.78	\$27.21	\$28.64	\$30.07
User Services	B	\$28.77	\$30.57	\$32.36	\$34.16	\$35.96	\$37.76
	C	\$31.26	\$33.22	\$35.17	\$37.13	\$39.08	\$41.03
	D	\$38.20	\$40.59	\$42.98	\$45.36	\$47.75	\$50.14

* Please refer to the Intent Document for an explanation on eligibility for the Experience Ratio and Performance Step.

Schedule B - C.U.P.E. Job Family and Classification Structure 2010

Career Level	Level	1	2	3	4	5	Experience Ratio and Performance*
Accountant	A	\$23.62	\$25.09	\$26.57	\$28.04	\$29.52	\$31.00
	B	\$27.34	\$29.04	\$30.75	\$32.46	\$34.17	\$35.88
	B/C	\$30.26	\$32.15	\$34.04	\$35.93	\$37.82	\$39.71
	C	\$33.20	\$35.28	\$37.35	\$39.43	\$41.50	\$43.58
Accounting Assistant	A	\$15.63	\$16.61	\$17.59	\$18.56	\$19.54	\$20.52
	A/B	\$17.04	\$18.11	\$19.17	\$20.24	\$21.30	\$22.37
	B	\$18.46	\$19.61	\$20.76	\$21.92	\$23.07	\$24.22
	C	\$21.27	\$22.60	\$23.93	\$25.26	\$26.59	\$27.92
	C/D	\$23.21	\$24.66	\$26.11	\$27.56	\$29.01	\$30.46
Administrative Assistant	D	\$25.14	\$26.71	\$28.28	\$29.85	\$31.42	\$32.99
	A	\$16.22	\$17.23	\$18.24	\$19.26	\$20.27	\$21.28
	B	\$18.42	\$19.58	\$20.73	\$21.88	\$23.03	\$24.18
	C	\$21.82	\$23.19	\$24.55	\$25.92	\$27.28	\$28.64
	C/D	\$23.14	\$24.59	\$26.04	\$27.48	\$28.93	\$30.38
	D	\$24.46	\$25.99	\$27.52	\$29.05	\$30.58	\$32.11
Administrator	E	\$27.52	\$29.24	\$30.96	\$32.68	\$34.40	\$36.12
	A	\$15.38	\$16.35	\$17.31	\$18.27	\$19.23	\$20.19
	B	\$17.35	\$18.44	\$19.52	\$20.61	\$21.69	\$22.77
	C	\$21.34	\$22.67	\$24.00	\$25.34	\$26.67	\$28.00
	C/D	\$22.86	\$24.29	\$25.72	\$27.15	\$28.58	\$30.01
	D	\$24.38	\$25.90	\$27.42	\$28.95	\$30.47	\$31.99
Billing	E	\$27.37	\$29.08	\$30.79	\$32.50	\$34.21	\$35.92
	A	\$15.00	\$15.94	\$16.88	\$17.81	\$18.75	\$19.69
	B	\$19.54	\$20.76	\$21.98	\$23.20	\$24.42	\$25.64
Communications	C	\$22.92	\$24.35	\$25.79	\$27.22	\$28.65	\$30.08
	A	\$23.12	\$24.57	\$26.01	\$27.46	\$28.90	\$30.35
	B	\$27.11	\$28.81	\$30.50	\$32.20	\$33.89	\$35.58
	B/C	\$30.60	\$32.51	\$34.43	\$36.34	\$38.25	\$40.16
Customer Service Representative	C	\$34.10	\$36.23	\$38.36	\$40.49	\$42.62	\$44.75
	A	\$15.00	\$15.94	\$16.88	\$17.81	\$18.75	\$19.69
	B	\$19.54	\$20.76	\$21.98	\$23.20	\$24.42	\$25.64
	B/C	\$21.22	\$22.55	\$23.88	\$25.20	\$26.53	\$27.86
Drafter	C	\$22.92	\$24.35	\$25.79	\$27.22	\$28.65	\$30.08
	B	\$25.74	\$27.34	\$28.95	\$30.56	\$32.17	\$33.78
	B/C	\$27.68	\$29.41	\$31.14	\$32.87	\$34.60	\$36.33
	C	\$29.74	\$31.60	\$33.46	\$35.32	\$37.18	\$39.04
	D	\$33.43	\$35.52	\$37.61	\$39.70	\$41.79	\$43.88
Employee Services	E	\$39.19	\$41.64	\$44.09	\$46.54	\$48.99	\$51.44
	P-A	\$24.97	\$26.53	\$28.09	\$29.65	\$31.21	\$32.77
	P-A/B	\$26.86	\$28.53	\$30.21	\$31.89	\$33.57	\$35.25
Field Representative	H-C	\$27.63	\$29.36	\$31.09	\$32.81	\$34.54	\$36.27
	A	\$21.98	\$23.35	\$24.72	\$26.10	\$27.47	\$28.84
	B	\$25.43	\$27.02	\$28.61	\$30.20	\$31.79	\$33.38

**Schedule B - C.U.P.E. Job Family and Classification Structure 2010
(Con't)**

Career Level	Level	1	2	3	4	5	Experience Ratio and Performance*
Financial/Business Analyst	A	\$23.67	\$25.15	\$26.63	\$28.11	\$29.59	\$31.07
	B	\$29.04	\$30.86	\$32.67	\$34.49	\$36.30	\$38.12
	C	\$36.00	\$38.25	\$40.50	\$42.75	\$45.00	\$47.25
Librarian	C	\$28.78	\$30.57	\$32.37	\$34.17	\$35.97	\$37.77
Paralegal	B	\$26.78	\$28.46	\$30.13	\$31.81	\$33.48	\$35.15
Programmer Analyst	A	\$27.36	\$29.07	\$30.78	\$32.49	\$34.20	\$35.91
	B	\$30.30	\$32.20	\$34.09	\$35.99	\$37.88	\$39.77
	C	\$36.32	\$38.59	\$40.86	\$43.13	\$45.40	\$47.67
	D	\$43.26	\$45.96	\$48.66	\$51.37	\$54.07	\$56.77
Records	A	\$17.54	\$18.63	\$19.73	\$20.82	\$21.92	\$23.02
	B	\$22.07	\$23.45	\$24.83	\$26.21	\$27.59	\$28.97
	C	\$24.38	\$25.90	\$27.42	\$28.95	\$30.47	\$31.99
	D	\$29.34	\$31.18	\$33.01	\$34.85	\$36.68	\$38.51
Supply Chain	A	\$25.72	\$27.33	\$28.94	\$30.54	\$32.15	\$33.76
	B	\$31.03	\$32.97	\$34.91	\$36.85	\$38.79	\$40.73
	C	\$36.89	\$39.19	\$41.50	\$43.80	\$46.11	\$48.42
Survey	B	\$25.74	\$27.34	\$28.95	\$30.56	\$32.17	\$33.78
	C	\$29.74	\$31.60	\$33.46	\$35.32	\$37.18	\$39.04
Technical Services Analyst	A	\$26.18	\$27.82	\$29.46	\$31.09	\$32.73	\$34.37
	B	\$31.07	\$33.01	\$34.96	\$36.90	\$38.84	\$40.78
	C	\$37.55	\$39.90	\$42.25	\$44.59	\$46.94	\$49.29
	D	\$43.26	\$45.96	\$48.66	\$51.37	\$54.07	\$56.77
Technologist	A	\$20.02	\$21.27	\$22.52	\$23.77	\$25.02	\$26.27
	B	\$21.79	\$23.15	\$24.52	\$25.88	\$27.24	\$28.60
	C	\$24.59	\$26.13	\$27.67	\$29.20	\$30.74	\$32.28
	C/D	\$26.55	\$28.21	\$29.87	\$31.53	\$33.19	\$34.85
	D	\$28.49	\$30.27	\$32.05	\$33.83	\$35.61	\$37.39
Trainer and Technical Advisor	E	\$35.57	\$37.79	\$40.01	\$42.24	\$44.46	\$46.68
	A	\$24.48	\$26.01	\$27.54	\$29.07	\$30.60	\$32.13
User Services	B	\$28.22	\$29.98	\$31.74	\$33.51	\$35.27	\$37.03
	A	\$23.83	\$25.32	\$26.81	\$28.30	\$29.79	\$31.28
	B	\$29.92	\$31.79	\$33.66	\$35.53	\$37.40	\$39.27
	C	\$32.51	\$34.54	\$36.58	\$38.61	\$40.64	\$42.67
	D	\$39.73	\$42.21	\$44.69	\$47.18	\$49.66	\$52.14

* Please refer to the Intent Document for an explanation on eligibility for the Experience Ratio and Performance Step.

Letters of Understanding

Letter of Understanding #1

BETWEEN

ENMAX CORPORATION

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38

LOU #1 - Re: Alternate Hours of Work for Planners, Drafting Employees & Surveyors

The parties recognize that there may be a business need for planners, drafting employees and/or surveyors to have their hours of work aligned with field crews, the majority of which operate under a different collective agreement.

Accordingly, if any planners, drafting employees, surveyors, or the Management of said groups of employees request alternate hours of work so as to better align with the field crews, said request shall not be unreasonably denied by the other party. Any denial must be based upon operational requirements including scheduling requirements that may be necessitated by having a work group all work the same schedule. Alternate hours of work under this arrangement would be eight and one half (8.5) hours per day, Monday through Friday. Employees will be entitled to every other Monday or Friday off. These days will be scheduled and taken as they occur or overtime will be paid.


Signed this 23rd day of February, 2009

**Signed on Behalf Of
ENMAX Corporation
Employees**



**Kirstan Jewell, Director
Employee Relations
ENMAX Corporation**

**Signed on Behalf Of
Local 38, Canadian Union of Public**



**Peter Marsden, President
Local Union 38
Canadian Union of Public Employees**

Letter of Understanding #2


**BETWEEN
ENMAX CORPORATION
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38**

LOU #2 - Re: Retirement Bonus

ENMAX is committed to continuing with current practices regarding retirement bonuses until such time as a policy regarding retirement bonuses is instituted. Any change in policy will not result in any lesser benefit.


Signed this 23rd day of February, 2009

**Signed on Behalf Of
ENMAX Corporation
Employees**



**Kirstan Jewell, Director
Employee Relations
ENMAX Corporation**

**Signed on Behalf Of
Local 38, Canadian Union of Public**



**Peter Marsden, President
Local Union 38
Canadian Union of Public Employees**

Letter of Understanding #3

**BETWEEN
ENMAX CORPORATION
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38**

LOU #3 - Re: Educational Allowance

ENMAX Corporation will pay the cost of all education courses/programs that Management directs staff to take.


Employees wishing to pursue educational courses/programs may consult with their managers regarding the availability of reimbursement for courses. The process to be followed shall be:

- a) Employees will submit their request on the designated form stating the course requested, the cost and the reasons for the request.
- b) The Manager shall review each written request and determine if it is justified. If so, the course will be approved and the cost shall be reimbursed upon proof of successful completion. If not, the Manager will give written reasons why the cost will not be reimbursed.
- c) ENMAX will pay 100% of the cost of the tuition, registration fees and materials for courses that directly relate to the employee's career development at ENMAX. These courses should be identified through the Performance Development Process (PDP).
- d) An employee may have up to two (2) courses sponsored under this letter in a calendar year.
- e) If approved by the Manager, employees may be reimbursed for wellness courses in cases where the Corporate Wellness program doesn't meet the employees need due to work schedule conflicts. Wellness courses will be reimbursed at a rate of 50% of the cost of the course to a maximum of \$100.00 per calendar year.

Should an employee's request be denied, they may appeal through their union. This appeal will be heard by the Vice President of Human Resources whose decision will be final.


Signed this 23rd day of February, 2009

**Signed on Behalf Of
ENMAX Corporation
Employees**



**Kirstan Jewell, Director
Employee Relations
ENMAX Corporation**

**Signed on Behalf Of
Local 38, Canadian Union of Public**



**Peter Marsden, President
Local Union 38
Canadian Union of Public Employees**

Letter of Understanding #4

BETWEEN

ENMAX CORPORATION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38

LOU #4 - Re: Clothing Addendum

Clothing issued under this letter with ENMAX identification is to be returned to ENMAX upon termination, transfer, or for replacement. Employees shall bear the cost of items when the former issue is not presented upon termination or for replacement when "As required" is indicated. "As required" replacements will be at the discretion of Management. Employees shall be responsible for the reasonable care and cleaning of clothing issued.

a. Field Services

Field Representatives and Senior Field Representatives to be issued:

Initial Issue:	*	a pair of summer walking shorts may, at the employees discretion, be substituted for a pair of pants
• 2 pants *		
• 2 shirts		
• 1 fleece top	**	the winter jacket will be replaced every three (3) years
• 1 winter jacket **		
• 1 pair of winter boots ****	***	employees may exchange the value of these items from the approved option list once every two (2) years
• Raincoat ***		
• Summer and winter caps (replaced as required)		
• 2 pairs of boots/shoes ****	****	The boots/shoes chosen must be appropriate for the type of field work performed. The boots/shoes may be selected at the supplier of the employer's choice, from the approved selection, or the employee may purchase boots/shoes of comparable quality and cost at a vendor of their choice and submit the receipt for reimbursement.

Each year thereafter, employees will be reissued:

- 2 pants *


- 3 shirts
- 1 fleece top
- 2 pairs of boots/shoes
- **3 pairs of gloves per year**

In addition to the two pairs of boots/shoes, Field Representatives may choose a pair of winter boots at the supplier of the employer's choice every second year.

- b. Survey Crews
Survey crews to be issued one (1) Sou'wester
- c. All Field Inspection Personnel
All Field Inspection Personnel to be issued coveralls (turn in for replacement).
- d. Instrument Technicians
 - 1 winter jacket (as required)
 - 1 pair coveralls per year
 - 1 pair leather boots
 - 1 pair leather gloves per year
 - 1 plastic raincoat (as required, turn in for replacement)
 - 2 pairs pants as required
 - 1 tunic as required
 - 2 shirts as required

Signed this 23rd day of February, 2009

Signed on Behalf Of
ENMAX Corporation
Employees



Kirstan Jewell, Director
Employee Relations
ENMAX Corporation

Signed on Behalf Of
Local 38, Canadian Union of Public



Peter Marsden, President
Local Union 38
Canadian Union of Public Employees

Letter of Understanding #5

**BETWEEN
ENMAX CORPORATION
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38**

LOU #5 - Re: Incentive Pay Program

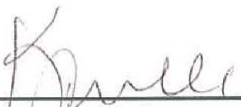
The parties agree that CUPE employees will be included in ENMAX's incentive pay program for the term of the **2009-2010** Collective Agreement, with any achieved payouts occurring after year end results are audited.

The total opportunity will be thirteen percent (13%), with 50% of the opportunity based on an individual performance rating. These pay percentages are based on an employee's regular base pay.

The incentive structure will be the corporate program and the targets will be aligned with Management Professional employees to ensure all employees are working to the same targets. These targets and the structure may change from year to year. The one exception from the corporate program is CUPE employees will not have individual specific targets.

Signed this 23rd day of February, 2009

**Signed on Behalf Of
ENMAX Corporation
Employees**



**Kirstan Jewell, Director
Employee Relations
ENMAX Corporation**

**Signed on Behalf Of
Local 38, Canadian Union of Public**



**Peter Marsden, President
Local Union 38
Canadian Union of Public Employees**

Letter of Understanding #6


**BETWEEN
ENMAX CORPORATION
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38**

LOU #6 - Re: Alternative Business Delivery

In the event that ENMAX pursues business alternatives that result in a reduction of work, the parties agree to jointly discuss potential impacts on affected employees and agree to consider options to mitigate the impacts. Options considered may include retraining, redeployment, severance, and/or retirement transition.

Signed this 23rd day of February, 2009

**Signed on Behalf Of
ENMAX Corporation
Employees**



**Kirstan Jewell, Director
Employee Relations
ENMAX Corporation**

**Signed on Behalf Of
Local 38, Canadian Union of Public**



**Peter Marsden, President
Local Union 38
Canadian Union of Public Employees**

Letter of Understanding #7

**BETWEEN
ENMAX CORPORATION
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38**

LOU #7 - Re: Hours of Work for the Customer Contact Centre

ENMAX and CUPE Local 38 desire to confirm the hours of work for Customer Service Representatives in order to continue to meet service requirements for our current customers and to accommodate their expected growth in new business and customers. In light of these operational requirements, the Parties agree that the following principles shall govern scheduling within the Customer Contact Centre:

- 1. The parties agree that the hours of work for Customer Service Representatives shall be:**

Weekdays: 7:00 a.m. to 9:00 p.m.

Saturday: 8:00 a.m. to 4:30 p.m.
(includes an 8 hour shift and ½ hour unpaid lunch)

Sunday: Closed


- 2. The procedure for scheduling shall be in accordance with the following general principles:**
 - a. the preferences of employees;**
 - b. where the preferences of two or more employees conflict, then seniority shall govern;**
 - c. the employees shall be entitled to two consecutive days off per week.**

- 3. As per Article 10.03, full time employees shall work eight (8) hours a day from Monday through Saturday.**

4. All other provisions of Article 10 of the Collective Agreement shall apply to this letter of understanding unless otherwise modified herein.
5. Nothing herein shall limit the Employer's right to consider further changes to operating hours and in such event the provisions of Article 11.00 shall apply.

Signed this 23rd day of February, 2009

Signed on Behalf Of
ENMAX Corporation
Employees



Kirstan Jewell, Director
Employee Relations
ENMAX Corporation

Signed on Behalf Of
Local 38, Canadian Union of Public



Peter Marsden, President
Local Union 38
Canadian Union of Public Employees