



EPCOR/IBEW 1007 Negotiations

Summary of Key Changes

November 2, 2022 Memorandum of Agreement

Highlights
<p>3 year term, expiring December 2024</p> <p>Wage increases are as follows:</p> <ul style="list-style-type: none"> • 2022 - 1.00% + \$1,500 signing bonus (per member upon ratification) • 2023 - 2.75% • 2024 - 3.15% <p>LOU #6 Flat Rate STI</p> <ul style="list-style-type: none"> • 2022 - \$3,100 • 2023 - \$3,500 • 2024 - \$3,500 <p>Wages are retroactive to the first day of the contract and all other terms effective upon ratification date.</p>

Note: Articles not referenced are as outlined in the current Collective Agreement

Reference	Key Changes
Format and layout	<ul style="list-style-type: none"> • Numerous changes made to incorporate plain language. Meaning or interpretation does not change. • In the final collective agreement substantive changes will be noted with asterisks and <i>italicized text</i>.
Article 1: Amendment and Termination	<ul style="list-style-type: none"> • Three year term expiring December 15, 2024.

Reference	Key Changes
Article 3: Definitions	<p>3.07 (e)</p> <p>"Provisional employee" means a person currently engaged in full-time temporary employment who has completed one thousand, nine hundred and forty-four (1,944) hours of temporary service for the Company, within a period of three (3) consecutive years, in a job coming within the jurisdiction of the Union. Temporary service shall only be recognized if the reason for termination is as a result of being laid-off or other reasons approved by the Company. A break in employment of twelve (12) consecutive months, voluntary resignation or termination, shall cancel provisional status. <u>Employee will have provisional status cancelled if there is a loss of seniority as outlined in Article 13.08.</u></p> <p>7.04 Red Circling</p> <p>If an employee's regular rate of pay exceeds the maximum salary of their current job classification, this employee shall not be eligible for any negotiated increases until such time as the maximum salary for their current classification meets or exceeds their regular rate of pay.</p> <p><u>3.14 Red Circling</u></p> <p><u>If an employee's regular rate of pay exceeds the maximum salary of their current job classification, this employee shall not be eligible for any negotiated increases until such time as the maximum salary for their current classification meets or exceeds their regular rate of pay.</u></p> <p>3.15 Regular Hours of Work</p> <p>3.16 Regular Rate of Pay</p> <p>3.17 Shift</p> <p>3.18 Trial Term</p> <p>3.19 Vacation Year</p>
Shift Change Notice - Article 6.02(b)(v) and Addendum 2	<p>6.02 Hours of Work</p> <p>b) Other Hours of Work</p> <p>v) Where relief personnel are provided, they shall work an average of eighty-four (84) hours in a pay period over a complete shift cycle, provided, however, that they are notified eight (8) twelve (12) hours in advance of any change to those shifts for which they have been scheduled to work in that pay period. Such employees must receive at least eight (8) nine (9) hours off between shifts. In the event that any of the foregoing conditions are not met, the employee shall receive overtime pay for the first shift</p>

Reference	Key Changes
	<p>worked.8.02(w) Added language to clarify ability for eligible employees to request to retain an additional 40 hours in their Banked Time balance(for a maximum of 88 hours).</p>
<p>Article 6.03 (h) Employee Fatigue</p>	<p>At the conclusion of any overtime worked in the 8 hour period prior to the start of their regularly scheduled hours of work, the employee will be required to report for their regular hours of work after a nine (9) hour rest period. The employee will be paid at their regular rate of pay for any regular hours not worked that fall within this nine (9) hour rest period. The rest period is inclusive of travel time.</p> <p>However, where an employee is required to work overtime and receives less than four (4) consecutive hours off duty in the eleven (11) hour period immediately prior to the commencement of their regular hours of work, that employee shall continue to be paid at two (2) times their regular rate of pay for the hours worked until such time as the employee is relieved from duty. Such an employee, who is relieved from duty, shall be paid at their regular rate of pay for the balance of their regular hours of work for the day.</p> <p>i. If the end of the nine (9) hour rest period occurs <u>such that there is more than 3 ½ hours left in the employees regular shift of work, the employee is expected to report for duty.</u> after the mid-point of the employee’s regular hours of work <u>However</u>, the employee may elect to take banked time or vacation time for the balance of the regular hours of work on that day. The employee will notify his supervisor of his intent to use banked time or vacation <u>as part of the fatigue request for planned work</u> at his earliest opportunity <u>for unplanned work.</u></p> <p><u>If the end of the nine (9) hour rest period occurs such that there is 3 ½ hours or less left in the employees regular shift of work, the employee shall be relieved from duty and shall be paid their regular rate of pay for the balance of the regular hours of work for the day.</u></p>
<p>Article 6.04 (e)</p>	<p>If, on the last pay date ending in April of each year, an employee has accumulated time remaining in the bank, all time in excess of forty-eight (48) hours shall be paid out. Employees shall have the option to carry over forty-eight (48) hours to the next banked time year.</p>
<p>Article 6.15 Water Plant Rescue Team</p>	<p>An employee who is required by the Company to engage in Water Plant Rescue Team work will receive a premium of two dollars (\$2.00) per hour for work that is completed while acting as part of the Rescue Team.</p>

Reference	Key Changes
	<p>In order to be eligible for this premium, the employee must be engaged in rescue team work or preparation, or training exercises. This premium time will not be paid for hours spent completing instructor led classroom training.</p>
<p>Article 8.01 (a) Statutory Holidays</p>	<p>New Year's Day (January 1) Alberta Family Day Good Friday Easter Monday Victoria Day Canada Day (July 01) Civic Holiday Labour Day National Day for Truth and Reconciliation (September 30) Thanksgiving Day Remembrance Day (November 11) Christmas Day (December 25) Boxing Day (December 26), and Any other holiday which the Company allows employees as a whole.</p>

Reference	Key Changes
<p>Article 8.03 (d) Bereavement Leave</p>	<p>A permanent or probationary employee shall be granted time off with pay, at the regular rate of pay, for the purpose of making arrangements for, or attending, a funeral or other end of life services or ceremonies in accordance with the following:</p> <ul style="list-style-type: none"> 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, common-law partner, fiancé, parent or child/ or ward. Leave will extend past the day of the funeral if there is a demonstrated need. However, in no event will the leave exceed the five (5) working days. Subject to management approval, the leave is not required to be consecutive. ii) For other members of the employee's immediate family - that is, grandparent, grandchild, guardian, parent of current spouse, brother, sister sibling, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent of current spouse, or a related dependent of the employee, the employee, on request, will be excused for any three (3) regularly scheduled consecutive working days without loss of pay at their regular rate of pay. Such leave will extend past the day of the funeral if there is a demonstrated need. However, in no event will such leave exceed the three (3) working days.
<p>Article 8.02 (n) Annual Vacations</p>	<p>A full-time employee who has been absent from work without pay for more than one (1) complete pay period shall have his their annual vacation leave entitlement reduced on a pro-rata basis to reflect the absence in excess of one (1) complete pay period.</p>

<p>Article 11. Layoffs and Rehires</p>	<p>11.01 e) <i>Drainage – take italics font off</i></p> <p>11.02</p> <p>The Company will notify the Union at with as much advance notice as possible of the pending workforce reductions.</p> <p>11.03</p> <p>If the permanent staff of a Company is to be reduced, the Company shall first determine the number of jobs to be reduced within each class code level (e.g. TR3). Except as specifically provided in 11.06, those employees who were last appointed to a class code level to be reduced, shall be the first employees removed from such class code level for the purposes of layoff, <u>When permanent full-time positions are to be reduced, the permanent full-time employee with the least bargaining unit seniority in the job level to be affected within the Company (as defined in Article 11.01) will be the first removed</u> provided those remaining in the class are qualified and capable to perform the duties of the remaining jobs in the class code level.</p> <p>Non-permanent employees within the class code level to be reduced shall be laid off prior to the removal of permanent employees from the class code level.</p> <p>11.05</p> <p>a) An eligible permanent employee, removed from a class for the purpose of layoff, may who elects not to revert to a job <u>previously held on a full-time permanent basis</u> within his former <u>any</u> class and exercise displacement rights, <u>otherwise the employee</u> shall be laid off from the Company.</p> <p>11.06</p> <p>b) Permanent employees in a lower class due to displacement will be eligible to be recalled to their former class code level. for a single right to recall, for a period of 24 months. The permanent recall will <u>be any class code level for which they are qualified in the class series from which they were displaced, up to but not exceeding their previously held permanent class code level.</u></p> <p>c) Permanent employees laid off from service will have the right to a single recall for a period of 24 months. <u>The permanent recall will be any class code level for which they are qualified in the class series from which they were laid off, up to but not exceeding their previously held permanent class code level.</u> Where an employee accepts a temporary assignment to a job in his former class his right to recall shall be extended by the duration of the assignment. Such employees removed in accordance with the layoff procedures shall be re engaged in preference to other applicants.</p>
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Reference	Key Changes
	<p>d) The right to recall expires:</p> <ul style="list-style-type: none"> 1) when an employee resigns from a permanent position; or 2) when an employee is recalled to a vacant permanent position, pursuant to Clause 11.06; or 3) upon the expiry of twenty-four (24) months following layoff, during which time the employee has not been recalled to work; or 4) when an employee does not return to work upon recall, pursuant to Clause 13.08(e).
<p>11.10 Contracting Out (EPCOR Electricity Distribution and Transmission Only)</p>	<p>a) On a quarterly basis EPCOR Distribution and Transmission will meet with the Union to discuss their contracting strategy at a Program Level for the upcoming quarter. The discussion will include the following information: Prior to the contracting out of current and new work in EPCOR Distribution, the Company will provide the Union with the following information:</p> <ul style="list-style-type: none"> i. The reason(s) for contracting out, the details of the work to be contracted out, including the nature of the work to be done by contractors, and the duration of the work to be contracted out, and measures to address any safety concerns raised by the use of contractors. ii. What efforts the company has made to use employees for the work rather than contracting out. <p>b) During these quarterly meetings, the Union is invited to request information, ask questions and provide suggestions on addressing any concerns raised by the use of contractors. The Company will also respond to the Union outside of these meetings based on an urgent concern raised by an employee. The Company will also provide the Union with a reasonable opportunity to participate in a consultation process whereby the Union can ask questions, request information, and make suggestions regarding alternatives to the contracting out of some or all of the work, measures to address safety concerns raised by the use of contractor employees, and the contractors to be used.</p> <p>The Company will consider the Union’s timely suggestions in good faith prior to when making a final decisions regarding contracting out.</p> <p>c) Upon making the final decision regarding contracting out, the Company will track projects that are issued to contractors and make the tracker available to the Union for their review. notify the Union of its decision. All information shared with the Union during the Consultation process shall be held in the strictest confidence.</p>

Reference	Key Changes		
Wage Appendices	SS5	333	Senior Storeman
		8703	Utility Worker III
		8704	Technician, Fibre Optic
		8710	Inspector, Civil Construction
Wage Appendices	Power Line & Substation PS4 8137 Cableman II 8184 Power Lineman IV 8183 Troubleman <u>8186 Safety Codes Officer</u>		
Wage Appendices	PSF 8128 Cable Foreman 8185 Power Line Foreman 8133A Power Electrician Foreman 8810 Trouble Training and Work Coordinator 8151 Foreman, QMP & Contracts 8150 Coordinator, Work Methods <u>8820 Safety Advocate</u>		

Reference	Key Changes
Article 23	<p>23.01</p> <p>If a permanent employee is prevented from performing his work with the Company because of an occupational disability that is sustained during the course of his work for the Company and the disability is recognized by the Workers' Compensation Board for Temporary Total Disability or Temporary Partial WCB benefits, as compensable the Company will supplement the award to one hundred percent (100%) of the employee's regular net pay -(F for disabilities commencing on or after April 1, 1989, one hundred percent [100%] of the employee's regular net pay less income tax.) Payment shall commence on the date of commencement of the award by the Workers' Compensation Board and shall continue until the Workers' Compensation Board certifies that the employee is able to return to work, or until granted a permanent pension by the Workers' Compensation Board, whichever occurs first.</p> <p>Supplementation of Temporary Total Disability or Temporary Partial WCB Benefits shall not be payable to any permanent employee entitled to compensation after pension age if the employee is entitled to any pension or after the employee's sixty-fifth (65th) birthday if the employee is not entitled to a pension.</p>
Letter #1 Jurisdictional Disputes	Renewed
Letter #2 Foreman Working with Tools	Renewed
Letter #3 Compressed (Flexible) Hours of Work	Renewed
Letter #4 Out of Town Work	Renewed
Letter #5 Leave for Personal and Family Related Responsibilities	<p>Renewed with amendments:</p> <p>All permanent full-time employees in Vacation Plan 2 (Article 8.02(a)) are eligible for up to twenty four (24) hours of leave with pay for employee and family related responsibilities in each benefit year.</p>

Reference	Key Changes
Letter #6 Short Term Incentive	<p>Renewed with amendments:</p> <ol style="list-style-type: none"> 1. Permanent employees in Class Code FM1, DT3, PSF, PS4, SC3, SC2, SC1, WO5, WO4, WO3, SS6, SS5, Class Code 6530 (Electrical Lead Hand), Class Code 6540 (Mechanical Lead Hand), Class Code 8130 (Power Electrician II) and Class Code 8132 (Power System Technician) 3. 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 or have been laid off, who shall receive a pro-rata amount based on the number of months hours worked in that year. STI awards will be pro-rated for mid-year hires, leaves of absences without pay and LTD.
Letter #7 Working as a Retiree	Renewed
Letter #8 Out of Town Travel for Goldbar Employees	Renewed
Letter #9 Alberta Environmental Certification	Renewed
Letter #10 Temporary Twenty-Four (24) Month Meter Reader	Deleted - not renewed
Letter #11 Other Hours of Work - Notice of Shift Change	Renewed
Letter #12 Safety Advocate - Permanent	Deleted and moved to class code table

Reference	Key Changes
<p>Letter #13 - Careers Next Generation Student Employment</p>	<p>Renewed with amendments:</p> <p>EPCOR is partnering with Careers: The Next Generation, a local non-profit organization, to support aboriginal youth in exploring the Powerline Technician trade. The Registered Apprenticeship Program (RAP) aims to give high school students an inside look at trade and work experience to put them on the path to achieving Journeyman status.</p> <p>The Careers Next Generation students will be Temporary employees and will be subject to the terms of the Collective Agreement between EPCOR and IBEW 1007.</p> <p>The Careers Next Generation students will be paid at the rate of \$16.00 per hour and will be eligible for contract increases as per the collective agreement.</p> <p>The Union has agreed to waive Union Dues for these student employees.</p>
<p>Letter #18 Drainage Standby</p>	<p>Renewed</p>
<p>Letter #TBD <u>Water Employees Working 10 Hour Shifts</u></p>	<p>NEW:</p> <p><u>Employees working on an Alternate Work schedule of 4x10 hour shifts should apply the following language in replacement of Article 6.03(f)(i) in the collective agreement:</u></p> <p><u>6.03 (f)(i) An employee required to work overtime shall be eligible for a lunch break without loss of pay after five (5) consecutive hours of overtime work, provided that overtime is to continue, and at intervals for five (5) consecutive hours following the completion of the previous lunch break, provided that the overtime is to continue.</u></p>

Reference	Key Changes
Housekeeping Items	<p>Wage Appendix Notes IV Add notes to reflect that Step A only applies to Class Code 8810 (Trouble Training and Work Coordinator).</p>
	<p>Wage Appendix VII Notes Step A applies to 8640 and to 8608 as a training rate only</p>
	<p>Wage Appendix I Step A in TR4 applies to 8124 (Signals Tech LRT) only</p>

Voting Information:

IBEW Local 1007 Union Hall, 11007 – 84 Street
7:00 am – 5:00 pm

EPCOR Hugh J Bolton Building, Atrium - Upstairs
7:00 am – 1:00 pm

EPCOR South Service Centre Cafeteria,
7:00 am – 1:00 pm

Goldbar Water Treatment Plant, Maintenance Lunchroom
10:00 am – 12:00 pm

Rossdale Water Treatment Plant, Watermark Building -
Large Conference Room
7:00 am – 9:00 am

EL Smith Water Treatment Plant, Main Boardroom
10:00 am – 1:00 pm

Technologies Building, room 106
7:00 am – 9:00 am