2015 - 2018
Collective Agreement

between

EPCOR Utilities Inc.

(hereinafter called the “Company”)

-and-

Local No. 1007,
International Brotherhood of Electrical Workers

(hereinafter called the "Union")

Duration: December 27, 2015 – December 22, 2018

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between

EPCOR Utilities Inc.

Of the First Part

(hereinafter called the “Company”)

- and -

Local No. 1007, International Brotherhood of Electrical Workers

Of the Second Part

(hereinafter called the “Union”)

Duration: December 27, 2015 – December 22, 2018

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NOTES:

1. *Substantive changes in this collective agreement are identified as follows*:

   a) *An asterisk (*) designates a clause that existed in the previous Agreement which has been reworded. Any new words which have been added appear in "Italics".*

   b) *A double asterisk (**) designates a new clause and / or a new article.*

   c) *Numbering changes and minor housekeeping changes that do not impact the meaning are not noted*.

2. The numbering system in this collective agreement shall be standardized as follows below. This does not change the meaning or intent of any clause.

   1. Heading

   1.01 Sub-heading

   a) Text
      i) Bullets
      ii) Bullets
         (1) Sub-bullets

Collective Agreement

between

EPCOR Utilities Inc.

Of the First Part

(hereinafter called the "Company")

- and -

Local No. 1007, International Brotherhood of Electrical Workers

Of the Second Part

(hereinafter called the "Union")

Preamble

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

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

1. * Amendment and Termination

This Agreement shall be effective from *December 27, 2015 to December 22, 2018.*

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

The existing Agreement shall remain in force until either the process of collective bargaining has been completed in accordance with the Labour Relations Code or a strike or lockout commences in accordance with the Labour Relations Code.

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

2. Scope

This Agreement shall apply to all employees of the Company, engaged in the installation, construction, maintenance, repair and operation of electrical and/or related communication equipment owned or operated by the Company, excluding those employees who exercise managerial functions or are employed in a confidential capacity in matters relating to labour relations.

3. Definitions

3.01 Banked Overtime Year

"Banked overtime year" means the period between the day after the last pay ending in April and the day of the last pay ending in April in the following year

3.02 Calendar Year

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

3.03 Class Series

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

3.04 Class Code Level

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

3.05 Class Code Descriptor

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

3.06 Continuous Employment

“Continuous employment” means continuous permanent or probationary employment with the Company.

3.07 Employee

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

b) “Part-time employee” means an employee who occupies a job which is assigned working hours which are normally less than eight (8) hours per day or forty (40)

hours per week.

c) "Probationary employee" means an employee who is serving a trial period of employment in his initial employment in a permanent job coming within the scope of this Agreement.

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

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

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

A temporary or provisional employee of the Company shall not be entitled to become a permanent employee by reason of such employment; however, an employee who has been continuously employed for a period of twelve (12) months, in a job coming within the scope of this Agreement, shall automatically become a permanent employee.

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

e) "Provisional employee" means a person currently engaged in full-time temporary employment who has completed one thousand, nine hundred and forty-four (1,944) hours of temporary service for the Company, within a period of three (3) consecutive years, in a job coming within the jurisdiction of the Union. Temporary service shall only be recognized if the reason for termination is as a result of being laid-off or other reasons approved by the Company. A break in employment of twelve (12) consecutive months, voluntary resignation or termination, shall cancel provisional status.

3.08 Hours of Work Schedule

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

3.09 Interpretations

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

3.10 Job

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

3.11 Off Day

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

3.12 Permanent Job

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

3.13 Promotion

"Promotion" means the advancement of an employee to a job paying a higher salary than his present job, except as provided for in 10.02.

3.14 Regular Hours of Work

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

3.15 Regular Rate of Pay

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

3.16 Shift

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

3.17 Trial Term

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

3.18 Vacation Year

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

4.* Management Rights

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

4.02 Coaching and Counselling

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

b) Coaching and counselling may be delivered verbally or in a written format.

c) Where coaching and counselling involves issuing a formal letter to the employee:

i) the letter shall indicate that it is not disciplinary,

ii) a copy of the letter shall be forwarded to the Union, and

iii) a copy of the letter shall be placed on the employee's file.

d) The Company reserves the right to set reasonable work expectations for an employee, therefore the provision of coaching and counselling is not subject to grievance or arbitration.

4.03* Discipline

a)* The Company may discipline an employee for just cause and the employee shall be notified with reasons in writing. Copies of all disciplinary reports *including the nature and details of the infraction* (other than documentation related to coaching and counselling) and notices of discharge shall be forwarded to the Union prior to the discipline being applied. Should the employee or the Union be of the opinion that the discipline is unjust, the discipline may be the subject of a grievance and processed in accordance with the grievance procedure.

b) Where an employee is required to meet with a representative of the Company for the purpose of applying discipline to the employee, the employee will be entitled to have a Union representative present during the meeting. The Company shall inform the employee prior to the meeting taking place; however, should the Union representative be unavailable, the Company shall not be prevented from taking disciplinary action.

c)* An employee has a right to examine their Personnel File upon request, *by requesting electronic access through their HR Representative. The Employee will be given a temporary link to view their electronic Personnel File*. The employee may reply in writing to any document contained in the file which reflects upon their work performance with the Company and the reply will become part of their permanent record.

d) Past disciplinary notices will be deemed void after an employee has maintained a clear record with no infraction for twenty-four (24) months. After the twenty-four (24) month period, the disciplinary notices will be removed from the employee's Personnel File. The Union and the Company may mutually agree to increase or decrease the period that past disciplinary notices are deemed void and removed from the employee's Personnel File.

e) Suspensions of five (5) days or more, that are not progressive in nature, are not subject to removal in accordance with clause (d) and will remain on the employee's file when they are imposed for one of the following reasons:

- Workplace Violence;
- Criminal Activity;
- Personal/Psychological, Discriminatory or Sexual Harassment;
- Safety Violation; and
- Inappropriate use of EPCOR Assets and Resources (including EPCOR's name or brand, computers and electronic resources and Intranet, Internet and email.

f) Where the Company has issued an employee a discipline report which is based upon or related to a previous documented coaching and counselling, such

documentation shall be attached to the discipline report for informational purposes and subsequently forwarded to the Union.

5. Union Security

5.01 The Company recognizes the Union as the exclusive bargaining agent for those employees covered by this Agreement for the purposes of collective bargaining in respect of wages, hours, fringe benefits and working conditions. The Company agrees to inform new employees of the existence of this Agreement.

5.02 There shall be no discrimination against any employee by virtue of his being or performing his duty as a member of the Union.

5.03 The Company agrees to deduct, from the wages of all employees covered by this Agreement, Union dues as determined by the Union. These deductions shall commence with the first pay period and shall be forwarded to the Union within three (3) business days following each pay day, together with a list of employees from whom deductions have been made. The Union shall notify the Company thirty (30) calendar days prior to any change in the deduction of Union dues.

5.04 Employees granted leave of absence without pay in excess of ten (10) consecutive working days shall make arrangements through the IBEW Union Hall to prepay union dues before their leave of absence commences.

5.05 The Company agrees that representatives of the Union shall be allowed access to areas where employees within the scope of this Agreement are working for the purpose of conducting Union business, provided the Company is first notified and it does not interfere with the regular operation of the Company.

5.06 The Union shall inform the Company as to the names of its officers, negotiating committee members, shop stewards and any other persons who are authorized representatives of the Union in matters which are appropriate under the provisions of this Agreement.

5.07 The Company will provide the Union with the following information regarding employees in positions that fall within the Union's jurisdiction.

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

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

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

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

6.* Working Conditions

6.01 No Strike or Lockout

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

6.02 Hours of Work

a) Normal Hours of Work

i) The normal hours of work shall consist of eight (8) hours to be worked in a nine (9) or eight and one-half (8½) hour period between 07:00 and 18:00 hours, with one (1) hour or one-half (½) hour break for lunch. Employees may be required, as service conditions allow, to carry their lunches and eat them at the job site in which case a one-half (½) hour break will be observed and the total work day period will be reduced to eight and one-half (8½) hours.

ii) A normal week shall consist of forty (40) hours, eight (8) hours per day, five (5) days per week, Monday through Friday inclusive. However, where the requirements of service demand it, the work week may be any five (5) consecutive days during the week.

iii) The normal hours of work of the Edmonton based Water Treatment Plants (EPCOR Water Services Inc.) shall be eight (8) hours to be worked between 07:00 and 16:00 hours with one-half (½) hour off for lunch, Monday through Friday of each week. However, where the requirements of service demand it, the work week may be any five (5) consecutive days during the week.

b) Other Hours of Work

Where the requirements of the service indicate, hours of work other than the normal hours of work shall be established in accordance with the following conditions:

i) Except as provided in 6.02 b) i) (1), if shift work is contemplated in work areas where employees are not presently required to work shifts, the Company shall inform the Union and affected employees of its intention to establish such shifts fifteen (15) calendar days prior to the proposed implementation date. Shift work will not be developed to meet short-term emergent situations. New shift schedules will extend for a minimum period of thirty (30) calendar days, unless otherwise mutually agreed between the Company and the Union.

(1) Where shift work is contemplated in EPCOR Technologies as a result of unplanned requirements or special projects as mutually agreed, the Company shall inform the Union and affected employees of its intent to establish such shifts.

(2) Such notice shall be provided twelve (12) calendar days prior to the proposed implementation date and the new shift schedule will continue until the work is completed or as mutually agreed between the Union and the Company. If these conditions are not fulfilled, the employee whose hours of work have been changed shall receive their regular rate

of pay plus a shift change premium equal to 1X their regular rate of pay for those shifts worked prior to the expiration of the required notice.

ii) When assigning employees to work a newly established shift the following shall apply:

(1) The Company will determine the number of employees required to work the shifts.

(2) The Company will solicit volunteers who are interested in working the shifts.

(3) Soliciting volunteers will be the initial method of staffing such a shift. If no one volunteers, the work shall be assigned to the junior qualified person.

iii) Shifts will be established of eight (8) hours per day, five (5) days per week, except that on changing shifts an employee might be required to work six (6) days in that week in which the change of shift takes place. In this event, he shall be allowed an off-day during the regular shift rotation to compensate for the off-day missed due to the change. Such shifts shall be established between 15:00 and 01:00 hours and 23:00 and 09:00 hours, or as mutually agreed between the parties where shift coverage is required.

iv) Where an employee is required to work shifts, a paid lunch period shall be included within the shift, where one-half (1/2) or more of said shift falls between 16:00 and 08:00 hours. In the event an employee is engaged in work required to be done each and every day of the week, rotating between day, afternoon and midnight shifts, he shall receive a paid lunch period to be included within all shifts while so engaged.

v) Where relief personnel are provided, they shall work any ten (10) shifts in a pay period, provided however, that they are notified eight (8) hours in advance of any change to those shifts for which they have been scheduled to work in that pay period, and in no case shall they work more than two (2) shifts in any twenty-four (24) hour period and must receive at least eight (8) hours off between shifts. In the event that any of the foregoing conditions are not met, the employee shall receive overtime pay for the first shift worked.

vi) Employees who commenced work with the City of Edmonton and who came under the jurisdiction of the Union prior to July 15, 1971 and who are not presently required to work shifts shall be exempt from having to participate in shift work except as mutually agreed to between the Union and the Company. However, these employees shall have the right to apply for any jobs developed as a result of new shifts. New shifts that are developed will be posted in the required manner and, if qualified personnel do not apply, the Company reserves the right to appoint any qualified employee who joined the service after July 15, 1971.

vii) Where compressed (flexible) hours of work schedules utilizing employees coming within the scope of this Collective Agreement are established, they shall do so in accordance with applicable Letters of Understanding attached to this agreement.

c) General Provisions

i) Where a change in an employee's daily hours of work or off days is required to meet the conditions of service, the following conditions shall apply:

(1) Seven (7) calendar days notice of the change must be provided. If these conditions are not fulfilled, the employee whose hours of work have been changed shall receive their regular rate of pay plus a shift change premium equal to 1X their regular rate of pay for those shifts worked prior to the expiration of the required notice.

(2) There must be a minimum of eight (8) hours between scheduled shifts or the shift which commences prior to the required off-time period shall be paid at their regular rate of pay plus a shift change premium equal to 1X their regular rate of pay.

ii) All hours of work including one complete rotation of a shift shall be posted and maintained in a prominent place readily available to the employees concerned. The shift schedule shall stipulate the hours to be worked each day, the days to be worked each week, and the off days each week, which would be consecutive, where practicable. Shift schedules shall adhere to all regulations specified in this Agreement, unless prior agreement by the Union has been obtained in writing.

iii) All existing shifts shall remain in effect unless terminated by the Company.

iv) Postings shall contain the hours of work of the job being posted.

6.03* Overtime Work

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

b) Where an employee is required to work overtime not immediately prior to, or immediately following his regular shift, he shall be paid not less than two (2) hours at the overtime rate of pay. Where the start times of two occurrences fall within two (2) hours of each other, they shall be considered one (1) occurrence for the purpose of computing minimum pay.

c) In instances of emergency call-out, the call-out shall commence from the time an employee is called at home and shall continue until the time he returns home, provided however, that the employee goes directly from home to the worksite and returns directly home on completion of the work. Such travel time shall not exceed one-half (½) hour each way, and shall be included in the minimum call-out time specified in 6.03 b), except that should the work continue for more than one (1) hour, it shall be in addition to the actual time worked.

d) An employee required to work through his lunch period shall be allowed one (1) hour off during the employee's regular hours of work on that day, or two (2) times the employee's regular rate of pay for the lunch break worked. The lunch period shall be defined as within one (1) hour before and one (1) hour after the employee's normal lunch break.

e) All scheduled overtime shall be distributed as evenly as possible among employees in their respective jobs.

f) Overtime Lunch Breaks

i) An employee required to work overtime shall be eligible for a lunch break without loss of pay after four (4) consecutive hours of overtime work, provided that overtime is to continue, and at intervals of four (4) consecutive hours following the completion of the previous lunch break, provided that overtime is to continue.

ii) An employee required to work overtime in excess of two (2) consecutive hours immediately prior to the commencement of his regular hours of work shall be eligible for a lunch break, without loss of pay, at a time mutually agreed between the employee and his immediate supervisor.

iii) An employee required to work overtime, following the completion of his regular hours of work, which continues in excess of two (2) hours, shall be eligible for a lunch break, without loss of pay, at a time mutually agreed between the employee and his immediate supervisor. In the event overtime continues, such an employee shall become eligible for further lunch breaks, without loss of pay, at intervals of four (4) consecutive hours following the completion of the previous lunch break, provided that overtime is to continue. Regardless of the time of the initial lunch break, it shall be deemed to have been taken after the completion of two (2) hours of overtime work.

iv) An employee who, because of the nature of his job or an emergent situation, does not receive the lunch breaks specified in 6.03 f) i) and 6.03 f) iii) during the period of overtime work or during his regular hours of work, as specified in 6.03 f) ii), shall be paid one-half (½) hour at two (2) times his regular rate of pay for each lunch break missed in addition to the total hours worked and such time shall be considered as hours worked.

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

h)* Employee Fatigue

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. 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.

i)* *If the end of the nine (9) hour rest period occurs after the mid point of the employees regular hours of work, 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 at his earliest opportunity.*

ii)* *Where an employee has worked overtime to within two (2) hours of the start of their regular hours of work, the employee will immediately start their regular hours of work. Notice of change to the employees regular hours of work shall not be required under this article.*

iii)* *If an employee is required to continue working after twelve (12) consecutive hours, they will be paid at two (2) times their regular rate of pay. If the employee is sent home after twelve (12) hours, the employee will be paid at their regular rate of pay for the balance of their regular hours of work on that day.*

iv)* *An employee who is scheduled to work overtime and the scheduled overtime is cancelled with less than eight (8) hours of notice to the employee, he shall be paid two (2) hours at two (2) times his regular rate of pay.*

6.04* Banked Time

a) An employee at his option, may credit a portion, or all, of the following hours as banked time:

i) overtime pay,

ii) pay for work on a statutory holiday,

iii) the dollar amount for a day off in lieu of a statutory holiday, or

iv) standby pay.

b)* The initial *forty-eight (48) hours* of banked time, shall be scheduled as time off, as mutually agreed between the employee and the Company. The Company shall have the right to schedule the remainder of the banked time as time off or the employee will have the option to be paid out in cash. However, the immediate management supervisor or his delegate has the sole discretion to approve employee requests to use their banked time as time off.

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

d) Except as provided for in 6.04 e), any portion of the dollar amount credited to an individual employee's banked time shall be paid out at the option of the employee, provided that payment is made at a time agreeable to the Company.

e)* If, on the last pay ending in April of each year, an employee has accumulated time remaining in the bank, all time in excess of *forty-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.

6.05 Pay for Work on Off Days

An employee required to work an off day shall be paid at two (2) times his regular rate of pay for all hours worked. The provisions specified in 6.03 b) and 6.03 h) shall be applicable in this section.

6.06 Pay for Work on Statutory Holidays

a) An employee required to work on a recognized statutory holiday, for which he is eligible, shall receive two (2) times his regular rate of pay for each hour worked.

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

6.07 Relieving in a Senior Position

a) On each occasion an employee is appointed to relieve for one (1) hour or more in a job senior to that which he regularly holds, he shall be paid the regular rate of pay established for the higher job for the whole of the relief period. In instances where multiple rates have been assigned the job to be relieved, the relieving employee shall receive a rate of pay within the assigned range of the job which allows for a minimum of the next higher rate above the regular rate of pay of his vacated job.

b) The provisions of 6.07 a) shall not apply to incumbents of established relief jobs while relieving those jobs established for relief on a regular basis.

6.08 Temporary Assignment

a) When an employee is appointed to relieve in a higher paid classification for a period reasonably foreseen to be greater than ninety (90) continuous calendar days, the employee will be temporarily assigned into the higher paid position in order to receive benefits at the higher rate of pay.

b) When a period of relief, originally foreseen to be less than ninety (90) calendar days, as per Article 12.02 b) actually exceeds ninety (90) continuous calendar days, the affected employee will be temporarily assigned going forward into the higher paid position in order to receive benefits at the higher rate of pay. Relief periods that extend beyond ninety (90) calendar days must be mutually agreed between the Union and the Company as per Article 12.02 b).

c) When a permanent employee is temporarily assigned to work in a higher paid classification, time worked in the higher paid classification shall count towards the employee's step progression in their permanent position, as per Article 7.01 e).

6.09* Shift Differential

a)* An employee who works a scheduled shift on *Monday to Saturday, at least four (4) hours* of which falls between 16:00 and 08:00 hours shall receive a shift differential of two dollars and twenty-five cents ($2.25) for each hour of that shift *that occurs between 16:00 and 08:00*. An employee shall be eligible for shift differential for regularly scheduled hours worked at premium rates on statutory holidays only.

b)* An employee who works a scheduled shift on a Sunday, shall receive a shift differential of two dollars and twenty-five cents ($2.25) for each hour of that shift, provided that the Sunday does not constitute one of his off days, a recognized statutory holiday or an overtime shift.

6.10 Standby

a) The parties agree that Article 6.10 Standby shall apply only in the following areas:

i) EPCOR Technologies - Where the requirements of service necessitate standby in the Streetlighting, Traffic and Catenary areas, the Union, Management, and affected employees will be involved in discussions prior to a decision to implement.

ii) Gold Bar Waste Water Treatment Operations.

b) An employee placed on Standby is required to remain fit for work and be available to respond within 30 minutes of receiving a call to do so.

c) Standby will be scheduled in accordance with the following:

i) Standby will provide twenty-four (24) hours, seven (7) days a week coverage.

ii) A minimum of four (4) Signals Technicians will participate in the standby system for the LRT Signals area.

iii) Standby will be scheduled in one week intervals with the employees rotating through the schedule.

iv) The company will establish a standby rotation. Substitutions will be allowed with the mutual agreement of the affected employees and management.

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

i) 0.50 hours of pay at the employee's regular rate of pay for every eight (8) hours of standby time on a workday.

ii) 0.67 hours of pay at the employee's regular rate of pay for every eight (8) hours of standby time on an offday.

iii) 1.67 hours of pay at the employee's regular rate of pay for every eight (8) hours of standby time on a statutory holiday.

iv) Standby pay will be paid from Friday to Thursday.

e) Employees Relieving in a Standby Position shall be paid for standby service on the following basis:

i) 1 hour of pay at the employee's regular rate of pay for every eight (8) hours of standby time on a workday.

ii) 1.5 hours of pay at the employee's regular rate of pay for every eight (8) hours of standby time on an offday.

iii) 3.0 hours of pay at the employee's regular rate of pay for every eight (8) hours of standby time on a statutory holiday**.**

iv) Standby pay will be paid from Friday to Thursday.

f) On each occasion the employee who was originally scheduled to be on standby is not able to return to work due to fatigue, the employee will receive standby pay for the balance of that 24 hour period.

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

6.11 Standby for Temporary Out of Town Work

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

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

i) 0.50 hours of pay at the employee's regular rate of pay for every eight (8) hours of standby time on a workday.

ii) 0.67 hours of pay at the employee's regular rate of pay for every eight (8) hours of standby time on an offday.

iii) 1.67 hours of pay at the employee's regular rate of pay for every eight (8) hours of standby time on a Statutory Holiday.

6.12 Height Pay

An employee working on a structure at or above an elevation of seventy-five (75) feet free fall or more above the ground or the point upon which the structure is affixed shall be paid one (1) hour's pay at his regular rate of pay for each hour worked in addition to either his regular rate of pay, or his overtime rate in the event he is working in accordance with 6.03, 6.05, or 6.06.

6.13 Reporting Pay

Temporary employees who either report for work and are sent home before engaging in work, or who are intermittently instructed not to report for work, shall be paid two (2) hours reporting pay in accordance with the following:

a) Temporary employees who have been in the continuous employ of the Company for thirty (30) days shall be paid reporting pay at their regular rate of pay.

b) The provisions of 6.13 shall not apply for any part of a layoff period anticipated to be in excess of five (5) working days.

c) Temporary employees who work some portion of their assigned shift shall receive

their regular rate of pay for actual hours worked or two (2) hours pay at the regular rate, whichever is the greater.

6.14 Stacking of Premiums

In instances where more than one premium is provided for work performed, an employee shall only be paid one premium, where the premiums are equal; or the greatest of the premiums, where the premiums are not equal. Under no circumstances shall a premium be compounded by the application of another premium in determining the rate of pay to be paid to an employee, except as specified in 6.09, 6.12 and 6.15. (this will need to be renumbered)

*6.15** *Water Plant Rescue Team*

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. In order to be eligible for this premium, the employee must be engaged in rescue team work or preparation. This premium time will not be paid for hours spent completing instructor led training.

6.16 Tool Allowance

a) All journeymen and apprentices shall supply the basic tools of their respective trades. A list of the basic tools for each trade will be developed by the Company and reviewed with the Union.

b) The Company will replace or repair those tools which are worn out or broken through reasonable wear and tear while performing the work of the Company.

7. Pay Provisions

7.01 Wages

a) The regular rates of pay established in the Wage Appendices which form a part of this Agreement, shall apply for the duration of this Agreement. Employees shall be paid every two (2) weeks.

b) Should the Company inadvertently overpay or underpay an employee, the Company shall make the necessary monetary adjustments and take such internal administrative action as is necessary to correct errors at the earliest reasonable occasion.

c) The Company may hire permanent employees at the wage step which is commensurate with their experience. The probationary period is still required to be served as per Article 9.01. Prior to the Company applying this note, there will be mutual agreement between the Company and the Union.

d) Unless otherwise stated, progression within steps shall be from the date of hire or promotion as follows: Step A – 6 (six) months; Step B – 12 (twelve) months; Step C -12 (twelve) months.

e) Progression shall be based on time worked from the date of hire, including periods of time that the employee is temporarily assigned to work in a higher paid classification in accordance with Article 6.08.

7.02 Retroactive Pay

a) Employees in the service as of the signing of this Agreement shall be eligible for a retroactive payment of wages only to December 16, 2012 based on their employment in a class or classes coming within the scope of this Agreement, in accordance with the following:

i) the percentage increase to the regular rate of pay for paid straight-time hours,

ii) the percentage increase to the overtime rate of pay (regular rate of pay times two [2]) for hours worked at the overtime or off-day premium,

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

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

b) Past employees who were in the service between the expiration date of the previous Agreement and the date of ratification of this Agreement shall be entitled to any retroactive adjustment of the regular rate of pay provided in the settlement if they apply for same, in writing, within thirty (30) calendar days of the ratification of this Agreement. Upon ratification, the Company will provide to the Union a list of former employees who left the company after the expiration date of the previous Agreement.

7.03 Dually Qualified Tradesmen

a) A tradesman who is qualified in separate and distinct trades and who is required by the Company to utilize these qualifications in the course of his duties shall be reimbursed five percent (5%) higher than the higher regular rate of pay listed in the applicable Wage Appendix of this Agreement, which is paid to tradesmen qualified in the trades required. Such five percent (5%) shall be deemed to be included in the hourly rate for all purposes.

b) The Company shall determine which jobs and the number of jobs where dually qualified tradesmen are required.

c) The Company shall reimburse current tradesmen the tuition cost of any additional schooling required in order to obtain a second trades certificate required for their position. The Company shall provide paid time if the additional schooling is required during working hours.

7.04 Red Circling

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

8.* Fringe Benefits

8.01 Statutory Holidays

a) The following days shall be recognized as statutory holidays for the purpose of this Agreement:

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

All permanent, provisional and probationary employees shall be entitled to the holidays specified, provided they meet the terms and conditions set out in this section.

b) Temporary employees who have completed thirty (30) calendar days of continuous service immediately prior to the statutory holiday or who have completed thirty (30) working days with the Company in the preceding twelve (12) months shall be entitled to receive statutory holidays specific in 8.01(a), provided they meet the terms and conditions set out in this section.

c) Part-time employees shall be entitled to statutory holidays commensurate with their status as temporary, provisional, probationary or permanent. Statutory holiday pay shall be paid on a bi-weekly basis as a premium calculated at four point six percent (4.6%) of normal bi-weekly earnings.

d) All employees shall receive the recognized statutory holidays for which they are eligible, with pay, or other days with pay in lieu of such statutory holiday, or pay in lieu, provided they are available for work in accordance with their shift preceding, during and following the designated day for observance of the holiday, except when such leave is a result of a compensable accident. Where the Company designates a day in lieu of the actual statutory holiday for the majority of its employees, the employee may be allowed off on that day. In the event that the Company requires the employee to work, the employee may be allowed a day off in lieu of the statutory

holiday at a time that is mutually agreeable to the employee and the supervisor. If such a day cannot be provided, the employee shall receive a day's pay in lieu of the statutory holiday.

e) The statutory holidays shall be observed by the parties to this Agreement on the normal calendar day of occurrence. Employees shall be eligible for the premium pay provisions of 6.06 on the normal calendar day only. It is expressly agreed and understood that the normal calendar day shall be observed as the statutory holiday in lieu of any alternative day which may be established by legislation and that the statutory holiday provisions shall not apply under any circumstances to any alternative calendar day which may be established by legislation. Where the Company designates a day in lieu of the actual statutory holiday for the majority of its employees and an employee is assigned such day off with pay and because of conditions of the service he is required to report to work, he shall receive the off day premium as provided in 6.05 unless he has received seven (7) calendar days notice of such change.

f) A day's pay for a statutory holiday or a day off with pay in lieu of a statutory holiday shall be equal to the monetary or time equivalent of eight (8) hours work, except that in the case of employees who are working in accordance with an approved compressed work week program, where the majority of shifts worked in the pay period are longer than eight (8) hours, the employee will be paid a monetary amount equal to the length of the majority of working shifts in the pay period.

8.02* Annual Vacations

a)* Employees shall have until *February 15* to indicate their preferred vacation choice for the period from *March 15* to December 31. Any employee who fails to indicate a choice by *February 15* will have waived whatever right he may have had to choose his vacation leave period. Between *February 16* and *February 28,* the vacation leave schedule for all employees shall be posted. Seniority will prevail in the preparation of this schedule. Seniority for second choice of vacation leave shall not apply until each employee on such schedule has indicated his first choice.

All requests to use vacation leave between January 01 and *March 14* will be granted subject to the Company's operational requirements and shall not affect an employee's ability to exercise his first choice for the period from *March 15* to December 31.

All employees are included on Vacation Plan #1, with the exception of employees, who, on November 8, 2013, elected to remain in Vacation Plan #2.

The Annual Vacation Leave for an employee's first year with the Company shall be a pro-rated amount based on the employee's start date, to the end of December of the calendar year in which the employee was hired as per the following formula:

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

b) Relief personnel designated as such in accordance with 6.02 b) v) shall be considered junior in seniority for vacation sign-up purposes.

c) There shall be no cash pay out of vacation credits except as mutually agreed between the Company and the employee.

d) Annual Vacation Leave shall be advanced to permanent and probationary employees in full on the first (01) of January each year and such employees shall be allowed to schedule this leave, subject to the terms of this Agreement. A new employee shall receive an annual vacation leave entitlement advance as of his date of hire in accordance with 8.02 e).

e)* *For employees who accept Temporary Assignments in another jurisdiction, vacation hours will be prorated based on standard hours. Upon conclusion of these temporary assignments, employees will be returned to their previous vacation entitlement based on their full time permanent position standard hours.*

Plan 1

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

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

Personal Leave Hours will be pro-rated dependent on an employee's start date. Employees that are eligible for Personal Leave Hours will not be eligible for the Provisions of Letter #5, Leave for Personal and Family Related Responsibilities.

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

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

Personal Leave Hours can be taken consecutively.

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

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

Plan 2

On or after the:	Maximum annual entitlement
First vacation anniversary (January 1)	120 hours
7th vacation anniversary	160 hours
16th vacation anniversary	200 hours
22nd vacation anniversary	240 hours

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

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

g) An employee may be allowed to take vacation leave to the maximum of his vacation leave entitlement. During the vacation year in which the employee is eligible for increased vacation entitlement and thereafter, they shall be credited with the increased entitlement on January 01 of that year.

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

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

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

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

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

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

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

k) When a full-time temporary or provisional employee is appointed to a permanent position, the employee's length of service for vacation leave entitlement purposes shall be established by adding together the total number of pay periods employed with the Company during the preceding thirty six (36) months as a full-time, provisional or temporary employee and dividing by twenty-six (26). The result shall constitute the years of service and these, added to subsequent continuous years of service, shall constitute the years of continuous service for vacation entitlement purposes as provided in this Agreement. However, the months employed as a temporary or provisional employee which occur prior to a break in employment of twelve (12) continuous months shall not be used in ascertaining years of service for vacation leave purposes. Credit for vacation leave is not granted for period of time prior to which the employee quit prior to the end of a Temporary Assignment or was terminated for cause. In addition, the employee's Vacation Anniversary Date shall be adjusted consistent with 8.02 e).

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

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

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

l) Subject to Company policy, an employee may be permitted to carry over vacation to the next vacation year, except that if a permanent employee is unable to take vacation to which he is entitled in any vacation year because of sickness and/or accident, he shall carry over his entitlement to the following vacation year or succeeding vacation years.

m) If a recognized statutory holiday occurs within, an eligible employee's vacation that day will be coded as a Stat Holiday.

n) A full-time employee who has been absent from work without pay for more than one (1) complete pay period shall have his annual vacation leave entitlement reduced on a pro-rata basis to reflect the absence in excess of one (1) complete pay period.

o) A permanent or probationary employee who is in receipt of Short Term Disability benefits shall not have his vacation leave entitlement reduced as a result of such absence.

p) Permanent or probationary employees absent because of occupational disability in excess of one hundred and eighty (180) consecutive calendar days shall have their annual vacation leave entitlement reduced on a pro-rata basis to reflect the absence in excess of one hundred and eighty (180) consecutive days.

q) Permanent or probationary employees in receipt of Long Term Disability benefits shall have their annual vacation leave entitlement reduced on a pro-rata basis to

reflect the length of time they were in receipt of Long Term Disability benefits until the employee returns to work for the Company in any form of remunerated employment.

r) If an employee produces medical evidence, satisfactory to the Company, proving that they were incapacitated to the extent which required them to be confined to residence or hospitalized, through non-occupational sickness and/or injury for a period of three (3) working days or more during his annual vacation, such whole period shall not be included in the employee's annual vacation entitlement, but shall be charged to the employee's Short Term Disability Plan, subject to the agreement of the Company.

NOTE: Such evidence must indicate the nature of the incapacitation and also why and how such incapacitation would require confinement.

s) A permanent or probationary employee on vacation shall be eligible for bereavement leave in accordance with this Agreement.

t) Insofar as the efficient operation of a section will permit, an employee shall have the right to choose the period of vacation according to his duration of continuous employment with the Company. If, in the opinion of the Director, the period of vacation leave chosen by an employee conflicts or interferes with the efficient operation of the Company, the Director will give the employee at least one (1) month's notice, where practicable, and the employee shall have the right to choose an alternative period.

u) In the event that a full-time employee's normal daily hours vary, vacation leave shall be paid in accordance with this Agreement.

v)* Employees who worked twelve (12) hour shifts in the previous calendar year shall be eligible for an additional eight (8) hours of *banked time* for every fifteen (15) twelve (12) hour shifts worked, to a maximum of forty (40) hours of *banked time. This additional banked time will be scheduled as mutually agreed between the employee and the Company. Requests to take this banked time as time off will not be unreasonably denied.* This extra *banked time* is to compensate for the time spent at work at shift exchange time and shall be available as follows:

Vacation Credits Earned In	*Banked Time* Paid In	Maximum Entitlement
2015	2016	40 hours
2016	2017	40 hours
2017	2018	40 hours

8.03* Leave of Absence

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

b) Leave With Pay

i) In the event that an accredited representative of the Union is required to meet with Company representatives to discuss a grievance or arbitration case, he

shall be granted leave with pay. If the Company requires the attendance of the employee who is grieving, he shall be granted leave with pay.

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

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

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

c) Leave Without Pay

Leave of absence without pay for full-time Union employment, to a maximum of two (2) official Union jobs, shall be granted under the following conditions:

i) In the event that an employee becomes a full-time official of the Union, he shall be granted leave of absence without pay for the purpose of carrying out the duties of his office and shall retain his seniority as if he had remained in continuous employment with the Company. He shall have the right, at any time, upon giving one (1) month's notice, to return to his previous job or to such other job to which he may be promoted.

ii) Such an employee shall make regular contributions to the Charitable Assistance, Pension Fund and all employee benefits, participating in same as would an ordinary permanent employee of the Company. His contributions to these benefits shall be based on his earnings during his full-time employment with the Union, who shall pay the Company's portion, making due allowance for changes in his marital status and number of dependants.

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

iv) Employees, who choose to carry benefits while on approved leave of absence in excess of ten (10) consecutive working days, are required to pay both the Company and the employee portions of applicable benefits. Arrangements are to be made with the Company before the leave of absence commences.

d) Bereavement Leave

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

funeral in accordance with the following:

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

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

iii) One-half (1/2) day's leave with pay to attend funeral services of persons related more distantly than those listed in 8.03 d) i) shall be granted upon request. Upon demonstrating the need for additional time due to extenuating circumstances, this leave shall be extended up to one (1) day.

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

v) The term "extenuating circumstances" may include traveling time, shift schedule conflicts, or such other reasons which may be applicable to the individual circumstance.

vi) A permanent or probationary employee on leave of absence other than annual vacation leave shall not be eligible for bereavement leave.

e) Compensation for Witness and Jury Duty

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

f)* Maternity and Parental Leave

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

ii) Maternity leave is the unpaid voluntary leave relating to the birth of a child. Parental leave is the unpaid voluntary leave relating to the birth or adoption of a child.

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

Term Disability Plan (LTD).

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

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

iv) Upon written application to their manager, maternity/parental leave will be granted to employees employed for at least twelve (12) consecutive months in accordance with the following:

(1) Maternity leave shall be for a maximum period of fifteen (15) weeks.

(2) Parental leave shall be for a maximum period of thirty-seven (37) weeks.

(3) Birth mothers shall be eligible to combine such leave for a period of fifty-two (52) weeks. A birth mother, who takes both maternity and parental leave, must take the leaves consecutively.

v) Maternity leave shall be applied for in writing at the earliest possible date, but not less than six (6) weeks prior to the date maternity leave is to commence. Such leave may commence at any time up to twelve (12) weeks prior to the estimated date of delivery and no later than date of birth. If a female employee is unable to perform the duties of her position or an alternate position for which she is qualified, and in the absence of any valid, health-related disability attributable to the pregnancy, the employee shall be required to immediately commence maternity leave in accordance with the provisions of the Employment Standards Code.

vi) Application for parental leave must be made not less than six (6) weeks prior to commencement of leave. Parental leave can begin at any time after the birth or adoption of the child but it must be completed within fifty-two (52) weeks of the date of birth, or the date an adopted child is placed with the parent.

vii) Except in the case of employees as stipulated below, maternity/parental leave shall be without salary or STD, but employees on leave will not lose seniority.

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

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

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

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

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

x)** *Employees going on maternity/parental leave should contact the union hall to arrange to pay dues in advance. The amount of $100 is the cost of dues and covers the employee for the leave in its entirety.*

g)* Compassionate Care Leave

i) Compassionate Care leave will be granted by the Company for employees requiring time away from work to provide care or support to a family member

who is gravely ill and who has a significant risk of death within 26 weeks (6 months). This leave will apply for gravely ill immediate family members as identified in 8.03 (d)(i) (Bereavement Leave).

ii)* Upon written application to their manager, Compassionate Care leave will be granted in accordance with the following:

(1)* Compassionate Care leave is unpaid and will be for a maximum period of *twenty-six (26) weeks.* The employee will provide written confirmation from Employment Insurance that their claim for benefits has been approved, as soon as possible.

(2) Compassionate Care Leave will be without pay, but employees onleave will not lose seniority. Employees who choose to maintain benefit coverage during the leave will do so with full employer/employee cost-sharing during the term of the compassionate care leave**.**

(3) When circumstances permit, the employee will provide at least two (2) weeks' notice for when the Compassionate Care is to commence.

(4) In the event of the death during the period of Compassionate Care leave, the leave expires and the employee is entitled to Bereavement as outlined in 8.03(d)(i).

(5) Employees returning from Compassionate Care will provide as much notice as possible and will be placed in the same position at their current rate of pay. If the same position is not available then a comparable position will be found or the provisions of Article 11, Layoffs and Rehires will apply.

h) Health and Welfare Benefits

i) Provisional employees shall be entitled to sick leave with pay on the following basis:

The Company shall provide five (5) paid sick days on an annual basis to provisional employees. These sick days shall be paid at one hundred (100) per cent of the employee's regular wage. After three (3) incidents of absence in a benefit year, payment will be reduced to eighty percent (80%) of regular wages for each day of absence.

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

8.04* Protective Clothing

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

b) Protective clothing, such as safety helmets, welder's suits and gloves, arc flash / blast protection, rubber aprons for the handling of batteries and such clothing as

may be required for painting crews, oil handling crews, eductor crews and portable steam crews will be supplied. Replacement shall be made on evidence of fair wear and tear.

c)* Safety Boot and Natural Fibre Base Layer Subsidy

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

The following is included in this subsidy:

i)* *One hundred percent (100%)* of the cost of safety footwear/Meter Reader footwear and natural fibre base layer clothing to be worn under appropriate Arc Resistant (AR) or EPCOR provided clothing.

ii) One hundred percent (100%) of the cost of liners and insoles to a maximum of fifty dollars ($50.00) in a calendar year.

iii) One hundred percent (100%) of the cost of resoling or repairs.

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

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

i) An employee must have completed thirty (30) days of continuous employment with the Company

ii) Operational requirements, fair wear and tear and just cause must justify all initial purchases, subsequent purchases and repairs

iii) All footwear must be C.S.A. approved (Meter Reader footwear excluded)

iv) An original receipt detailing the purchase or repair must be provided for reimbursement

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

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

8.05 Notice Board Space

The Company agrees to provide notice board space for the use of the Union, in suitable locations easily accessible to employees, for the purpose of posting notices of forthcoming events.

8.06 Meter Reader Clothing

a) Meter Readers shall receive the following items of clothing:

i) new uniforms, consisting of one (1) uniform coat, two (2) pairs of trousers, three (3) shirts and one (1) winter cap, shall be supplied yearly before the fifteenth (15th) day of May.

ii) one (1) raincoat and one (1) parka shall be supplied every three (3) years, with the replaced garments remaining with the Meter Reader as a temporary replacement if and when new garments require cleaning or damage repair.

b) The Company shall be responsible for repairs to uniform coats, trousers, parkas and raincoats, provided damage was done on the job.

c) The Meter Reader is responsible for, and expected to maintain, all issued clothing in a clean condition.

d) Until items have been replaced, they shall remain the property of the Company.

8.07 Parking

Parking facilities, where available, will be supplied at plant locations, sub-stations and service yards, at a rate which shall not exceed three dollars ($3.00) per month per employee using the parking facility.

9.* *Probationary Period*

9.01 The normal probationary period for new employees engaged in permanently established jobs shall be six (6) months, with the Company reserving the right, in certain instances, to extend this period to a maximum of twelve (12) months.

9.02 In the event that the normal probationary period is extended, the employee and the Union shall be advised of the Company's reasons.

9.03 New employees who, for any reason, do not meet the requirements of the job or for permanent status during the probationary period, shall be terminated.

9.04 Any person hired into a journeyman category must qualify for and obtain the applicable certificate from the Alberta Apprenticeship and Industry Training Board, prior to the expiration of his probationary period.

10. Promotions

10.01 In making promotions to vacant jobs coming within the jurisdiction of the Union, the required knowledge and skills (behavioural and technical) contained in the job posting shall be the primary considerations, and where two (2) or more applicants are equally qualified to fulfil the duties of the job, seniority shall be the determining factor.

10.02 For the purposes of this section, a Power Lineman IV's appointment as a Troubleman, a

Troubleman's appointment as a Power Lineman IV and a Power Electrician II's appointment as a Power System Technician shall be considered a promotion.

10.03 For the purposes of this section, an employee's appointment to an Apprenticeship may be subject to a limited dispute resolution as follows:

(a) When a selection decision is disputed, the parties will meet to review the rationale within 5 working days of the decision. The Employer will consider information submitted by the Union and make a final and binding decision on the dispute within an additional 5 working days.

10.04 Employees, upon promotion in or outside the scope of this Agreement, shall have a trial period of three (3) months, with the Company reserving the right in certain instances to extend this period to a maximum of one (1) year. In the event that the trial period is extended, the employee and the Union shall be advised of the Company's reasons.

10.05 During the trial period of three (3) months, an employee may revert to his former job or may be reverted by the Company. If the trial period is extended, the Company may revert an employee to his former job, or to an equivalent job for which he is qualified, at not less than the regular rate of pay which he received in the former job. No posting shall be required to complete the reversion.

10.06 Employees shall be eligible to apply for jobs not coming within the scope of this Agreement and shall receive consideration in accordance with their qualifications, experience and seniority. However, nothing in this Agreement shall be deemed to bind the Company to appoint an employee to a job which does not come within the scope of this Agreement.

10.07 Any employee having the seniority and qualifications to fill a higher vacant job and who, for any reason, declines or refuses to accept the job when it is offered to him in writing, shall become junior in seniority to the employee who is appointed. This clause shall not apply to a temporary job of less than one (1) week.

11.* Layoffs and Rehires

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

a) EPCOR Distribution and Transmission

b) EPCOR Corporate Shared Services

c) EPCOR Water Canada

d) EPCOR Technologies

11.02 Consultation with the Union

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

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

11.03 Workforce Reductions

If the permanent staff of a Company is to be reduced, the Company shall first determine the number of jobs to be reduced within each class code level (eg. TR3). Except as specifically provided in 11.06, those employees who were last appointed to a class code level to be reduced, shall be the first employees removed from such class code level for the purposes of layoff, provided those remaining in the class are qualified and capable to perform the duties of the remaining jobs in the class code level.

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

11.04 Displacement

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

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

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

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

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

STEP 4: Placement in a vacant full time position at the next lower class code level within any of the Companies.

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

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

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

b) When an apprentice job is abolished in accordance with 11.02, such employee may,

at his option, exercise displacement rights within the class code level, within and between either of the Companies, provided that he is qualified and capable of performing the duties of the job, and provided that such job is within the jurisdiction of Local 1007 I.B.E.W.

11.05 Layoffs

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

b) Permanent employees to be laid off from permanent jobs shall receive a minimum of fourteen (14) calendar days notice of such layoff. In the event that notice is not provided, the Company shall provide the employee with a payment equal to the wages the employee would have earned had he worked his regular hours of work in the fourteen (14) day period. The Union shall be notified when layoffs are contemplated.

c) Permanent employees to be laid off shall be given a general priority throughout the Company for any vacancy for which they are qualified. The general priority shall not override the rehire provisions or the provisions of 10.01. "Promotions".

11.06 Rehire

a) If the permanent staff of a Company is to be increased, permanent employees will be recalled in order of Jurisdictional Seniority, provided they are qualified and capable of performing the duties of the job.

b) Permanent employees in a lower class due to displacement will be eligible to be recalled to their former class code level.

c) Permanent employees laid off from service will have the right to a single recall for a period of 24 months. Where an employee accepts a temporary assignment to a job in his former class his right to recall shall be extended by the duration of the assignment. Such employees removed in accordance with the layoff procedures shall be re-engaged in preference to other applicants.

d) Laid off permanent employees who are rehired within their recall period shall be re-engaged as permanent employees. Such employees shall retain the benefits provided by the current Agreement which were enjoyed prior to layoff, with the exception of seniority, which shall be governed by the provisions of 13.08 d).

11.07 Apprentices

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

b) Should an apprentice attain journeyman status in a class previously reduced, and the job is retained, the new journeyman will be retained in the class unless there is a senior permanent employee with recall rights to that class. If the new journeyman cannot be retained in that class he will be removed and subject to the layoff process.

11.08 Technological Change

a) The Company agrees to provide the Union with as much advance notice in writing as possible of technological or other changes which may occur in the future whereby jobs will be changed or abolished.

b) The Company and the Union shall meet and discuss such change prior to any reduction in staff which may be deemed necessary. Employees who may be affected shall be given the advantage of all available opportunities commensurate with their abilities.

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

11.09* Job Security

a)* Without restricting the right to determine the methods by which services are to be provided, the Company agrees that, during the term of this Agreement, *the Company will make every reasonable effort to use employees for work rather than contracting out*. No permanent employee shall be laid off as a direct result of the Company contracting out the work performed by such permanent employee.

b) In the event that a permanent employee is displaced as a result of the Company contracting out the work, the Company shall have the right to place said employee in any job for which he has the required qualifications. In the event that a permanent employee is placed in a lower position, said employee shall suffer no loss of wages, for a period of two (2) years, as a result of being displaced. Thereafter, such employees shall be considered to be red-circled.

12. Posting and Filling Vacancies

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

12.02 Postings

a) Notices of vacancies required to be filled shall be immediately posted for a period of seven (7) calendar days in a place accessible to employees, on a form provided by the Company. A copy of all postings shall be sent to the Union.

b) Where conditions of service require that the job be filled immediately, a temporary appointment not to exceed ninety (90) calendar days may be made.

12.03 Applications

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

12.04 Notification to Applicants

a) Upon completion of the selection process, the hiring supervisor will verbally communicate to each of the more senior applicants on the posting, the name of the selected candidate. Reasons for non-selection and suggestions for improvement will be provided under the categories of knowledge, skills (behavioural and technical) and experience.

b) Unsuccessful applicants may each request a meeting with the hiring supervisor to further clarify the reasons for non-selection. Union representation may be requested.

c) Upon completion of the verbal notification as per 12.04 a), Human Resources shall provide the following written notification to the Union:

i) The name of the successful applicant and seniority date

ii) The names of all unsuccessful internal applicants and seniority dates

iii) Confirmation that the unsuccessful applicants, senior to the successful applicant, have been verbally contacted by the hiring supervisor or that the supervisor was unable to contact the employee(s).

d) Human Resources will provide an offer of employment to the successful candidate and written confirmation of the selection decision to each internal unsuccessful applicant.

12.05 Appeals

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

b) An employee who has applied on a posting and may be absent from work at the time the selection decision is communicated, shall be responsible for advising the Union if he may be interested in grieving the selection in the event that he is unsuccessful.

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

12.06 Reversion

a) In instances where a permanent employee is appointed to temporarily act in a managerial job or a job outside of the scope of this Agreement, for a period of twelve (12) months or less, and such employee is reverted by the Company to his former job within the scope of the Agreement, then no posting shall be required to complete such reversion.

b) In circumstances where such reversions displace other employees, such employees in turn shall be reverted to their former jobs.

c) Such employees shall have the option to revert to his original position at twelve (12) months.

12.07 Provisional Employees

A provisional employee shall be considered to be applying for a promotion when applying for a permanent job in the same class.

13.* Jurisdictional Seniority

13.01 Except as provided in 13.09, a permanent employee shall have his seniority determined by the length of unbroken employment under the jurisdiction of the Union (Local 1007, I.B.E.W.).

13.02 An employee applying for transfer from the scope of another Agreement between the Company and the Union (Local 1007, I.B.E.W.) to the scope of this Agreement shall not have seniority, for selection purposes, over employees within the scope of this Agreement. However, upon having transferred, such an employee shall be credited with full accumulated seniority which will be applicable for all purposes within the scope of this Agreement, except as provided in 13.07.

13.03 A temporary employee shall not have seniority until he becomes a permanent or provisional employee (as defined in 3.05 (e)), at which time his seniority will be established as the earlier of the date he achieved provisional status or the date he last commenced temporary employment with no break in employment exceeding one full pay period.

13.04 For the purposes of applying the provisions of 12.06, a provisional employee will be considered senior to a permanent employee where the provisional seniority date of the employee predates the seniority date of the permanent employee.

13.05 A transfer, for a period of less than twelve (12) months, even if such transfer is outside the scope of this Agreement, shall not affect the seniority of the employee.

13.06 Lists showing seniority of employees shall be furnished by the Company to the Union *two* times per calendar year (June and December).

13.07 An employee, promoted or transferred to another area of the Company shall not exercise his seniority for the purpose of vacation choice during the first vacation year of employment in that area.

13.08 An employee shall lose seniority by reason of:

a) dismissal for just cause.

b) voluntary resignation.

c) appointment to a job outside the scope of this Agreement for a period of more than twelve (12) months, except as provided for in 13.02.

d) continuous layoff for a period of twenty-four (24) consecutive months or for a period in excess of the seniority of the employee at the time of layoff, whichever occurs first.

e) failure to report for work within three (3) calendar days after being notified in writing at his last known address to report for duty following a layoff, unless the employee can provide a reason in writing satisfactory to the Company, for failure to report within the prescribed time.

13.09* Edmonton-based Water Plant Operators

a)* Except as provided in 10.06, the order of preference for seniority of Edmonton-based Water Plant Operators shall be:

1st – WO3
2nd – WO1

b)* Seniority of Edmonton-based Water Plant Operators shall be based upon a permanent employee's length of continuous service in the class in which he is presently employed, subject to 13.09 a), for all purposes other than vacation choice except that, in the WO1 class, an employee possessing a Class I Alberta Environment Certificate shall be senior to an employee who does not hold such certification. Where two (2) or more employees enter a higher class on the same date, their relative seniority in the class they promoted from shall be the determining factor.

c) Seniority for vacation choice among Edmonton-based Water Plant Operators shall be determined separately on each crew based on an employee's length of unbroken employment under the jurisdiction of the Union (Local 1007, I.B.E.W.).

14. Dispute Resolution Process

14.01 For the purposes of this section, "working days" means consecutive days exclusive of Saturdays, Sundays or statutory holidays.

14.02 During the term of this Agreement, there shall be no stoppage of work, either by strike or lockout, due to any dispute over matters relating to the interpretation or application of any provision of this Agreement, and all disputes shall be handled as provided for in this Agreement.

14.03 Grievances arising from the interpretation, application, operation or alleged violation of this Agreement, including any dispute regarding the jurisdictional allocation of jobs, shall be initiated by an employee, or a representative of the Union. Grievances may be policy, selection or individual by nature and may be initiated in accordance with the following consultative grievance procedure.

14.04 Problem-Solving

a) Employees, Union representatives or Company representatives are encouraged to resolve any dispute through face-to-face discussions with the people who:

- are closest to the source of the dispute,
- possess the knowledge and ability to solve the dispute, and

- are directly affected by the outcome of problem-solving discussions.

b) The discussion should include sharing relevant information to the fullest extent possible, at the earliest opportunity.

c) The discussion should include an honest, respectful exchange of the interests of the people directly affected by the dispute, an exploration of options to satisfy these interests, and the development of mutually acceptable solutions.

d) Problem-Solving may continue as long as the participants are mutually satisfied that progress is being made. The employee(s), Union or Company may conclude Problem-Solving at any time by notice to the other party(ies).

e) An employee(s), Union representative or the Company may initiate Consultation if a dispute has not been resolved by Problem-Solving, if any of the parties believe that Problem-Solving will not solve the dispute, or Problem-Solving is not the appropriate method to solve the dispute.

14.05 Stage One – The Consultation Phase

a) This phase shall begin within ten (10) working days of an incident *or issue* notification reasonably coming to the attention of the following parties: - the employee(s), the Union or a Company representative(s). One of these parties shall provide written notice of their intention to enter into the consultation phase of this grievance procedure to resolve the issue *or* incident. This written notice shall be directed to the senior Human Resource representative within the business unit, with a copy directed to the immediate out-of-scope manager where applicable. Parties shall endeavour to hold initial meetings within 25 working days from when the dispute is filed.

b) The parties shall meet and review the incident or issue and determine the frequency and nature of future meetings and plus the other parties or resources required at these future meetings.

c) The parties would also determine what action or problem solving process will be required to address the identified incident or issue.

d) The parties may remain in this consultation phase as long as the parties are mutually satisfied with the progress being made. No formal time limits will apply to this consultation phase.

e) If one or more of the parties is not satisfied with the progress being made in the consultation phase they shall initiate Stage Two (The Formal Grievance Phase) by submitting a formal written grievance to the senior Human Resource representative within the business unit, indicating that the consultation phase has ended without a mutually agreed-to resolution.

14.06 Stage Two – The Formal Grievance Phase

a) Within ten (10) working days of receiving the formal written grievance, the senior Human Resources representative or his designate, will notify the employee(s) and/or the Union of a hearing date and arrange for the appropriate Company

representatives to attend and hear the grievance. Following the hearing, he/she shall ensure that a written decision is provided to the employee(s) and the Union within ten (10) working days from the date of the hearing.

b) If the decision of the senior Human Resources representative or his designate does not resolve the grievance, the Union, if it decides to advance the grievance to arbitration, shall, within ten (10) working days from the day the decision was received by the Union, refer the grievance to arbitration.

c) The decision of the Company shall be final and binding upon the parties to this Agreement unless the Union advances the grievance to the next step of the grievance procedure within the time limits specified.

14.07 Stage Three – The Arbitration Phase

If the Union chooses to refer the grievance to arbitration, the Union shall notify the Company, in writing, of its:

a) Appointee to the arbitration board and/or

b) Willingness to choose a single arbitrator

c) The nature of the grievance, the clause or clauses of this Agreement upon which the grievance is based and the remedy requested.

d) Within five (5) working days after receipt of notification as provided in 14.05, the Company receiving notice shall:

i) advise the Union of its appointee to the arbitration board or,

ii) Advise that it is willing to accept a single arbitrator. If so, both the parties will endeavour to mutually agree upon a person to act in such capacity.

e) If the parties fail to appoint their respective members within the time limits specified above (14.06 a) or 14.06 b)), appointment shall be made by the Provincial Minister responsible for Labour Issues upon the request of either party.

f) Where each party has established an appointee to a board of arbitration, the appointees shall, within five (5) working days of the appointment of the second of them, appoint a third person who shall be the chair. If the two (2) appointees are unable to agree upon the choice of a chair within the time limit specified, they shall request the Provincial Minister responsible for Labour issues to appoint a chair.

g) If the single arbitrator, either member of the arbitration board, or the chair thereof, refuses to act or is or becomes incapable of acting, a new single arbitrator, new board member or chair shall be appointed in accordance with the above procedure within five (5) working days of receipt of notice of inability or unwillingness to act. If either party fails to appoint an alternate member or if the members fail to agree upon a chair, the appointment shall be made by the Provincial Minister responsible for Labour issues upon the request of either party.

h) Each party appointing a member shall bear the expense of its member and shall bear one-half (½) of the expenses of the chair of the arbitration board, or single

arbitrator.

i) No person shall be appointed as a member or chair of an arbitration board if the person is directly affected by the difference, or if the person has been involved in an attempt to negotiate or settle the difference.

j) The arbitration board or single arbitrator shall hear and determine the grievance and shall issue an award in writing. In the case of an arbitration board, the decision of the majority is the award of the arbitration board, but if there is no majority, the decision of the chair shall be the award of the arbitration board. The decision of the arbitration board or the single arbitrator is final and binding upon the parties.

k) The arbitration board or single arbitrator may quash, confirm or vary any action taken respecting suspension, discipline or discharge.

l) The grievance arbitration board or single arbitrator, by its decision, shall not alter, amend or change the terms of the Collective Agreement. The grievance arbitration board shall endeavour to issue its award no later than sixty (60) calendar days from the conclusion of the hearing. Where both parties agree, the time limits may be extended.

14.08 No grievance shall be considered in any step unless it has been properly advanced through all previous steps or stages of the grievance procedure except that, if the Company does not abide by the time limits specified which apply to it, the Union may advance the grievance to the next step as if it had received an unsatisfactory decision on the last day specified for the Company's decision, and the time limits specified for that next step shall apply.

14.09 The time limits in this grievance procedure are mandatory, however, where both parties agree, the time limits may be extended or steps or stages within the grievance procedure may be bypassed.

14.10 A grievance arising from the application, operation or alleged violation of this Agreement which directly affects employees in more than one of the subsidiary Companies and/or EPCOR, or more than one section/division in a subsidiary Company or EPCOR; shall be initiated in writing with the senior Human Resources representative or his designate, after the Union has investigated the complaint and considers it just, within ten (10) working days from the day that the incident which gave rise to the grievance reasonably came to the attention of the Union. The written grievance shall be forwarded to the senior Human Resources representative and shall specify the nature of the grievance, the clause or clauses of the Agreement upon which the grievance is based and the remedy requested. After submission of the grievance to the senior Human Resources representative, the procedures and time limits outlined in Article 14.04 a) and the subsequent clauses in the grievance procedure shall apply.

15. Reporting for Duty

15.01 Reporting for Duty

a) Employees shall report for duty at the place directed by the Company and shall go to and from such place on their own time within the City of Edmonton limits. Where an

employee is required to report to a new place during his regular hours of work, he shall do so without loss of pay.

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

15.02 Out of Town Work

a) Out of town work refers to circumstances where an employee is required to work and / or travel out of town for greater than one (1) day and one (1) night.

b) Where an employee is required to work out of town he shall be provided with seven calendar days advance notice.

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

15.03 Travel Expenses

Employees who are required to perform work at locations other than Edmonton or Genesee will be compensated in accordance with the Company's travel policy and the current travel guidelines.

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

a) Employees shall use a Company P-card and submit receipts for reconciliation.

b) Reasonable, substantiated expenses that cannot be claimed using the EPCOR "P" Card, shall be reimbursed for all travel, accommodation and meal expenses as per EPCOR policy.

c) Employees who have not been authorized and assigned an EPCOR "P" Card shall be eligible to claim a daily living allowance (per diem) of one hundred seventy-five dollars ($175.00) to cover expenses related to daily meals (seventy dollars - $70.00) and accommodation (one hundred five dollars - $105.00). Such allowance would be advanced to employees prior to their out of town work assignment. This per diem amount is inclusive of any applicable Provincial Sales Taxes (P.S.T.).

d) Employees who have not been authorized and assigned an EPCOR "P" card who are working or traveling out of town for Company business with an employee who is assigned an EPCOR "P" card may have some or all of their travel, accommodations, meals and business expenses paid for by the permanent employee with the EPCOR "P" card as agreed to with their Supervisor or Foreman.

e) Employees who are required to work and travel out of town for less than one (1) day and one (1) night and who have not been authorized and assigned an EPCOR "P" Card, shall be reimbursed for all travel, accommodation and meal expenses as per

EPCOR policy.

15.04 Travel Time

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

15.05 Reporting to Genesee

a) A City of Edmonton-based employee who is intermittently assigned to report to the Genesee site may be required to travel to the site outside of his normal hours of work. Where this occurs the employee shall be provided compensation equal to the actual travel time at his regular rate of pay to a maximum of one (1) hour each way.

b) A City of Edmonton-based employee intermittently assigned to report to Genesee shall receive a transportation allowance based on one hundred and ten (110) kilometres at the current rate per kilometre.

16.* Apprenticeship

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

16.02 Training

a) The Company shall adequately train and instruct all apprentices. If the apprentice fails to qualify, he shall forfeit his apprenticeship. In the event that an apprentice has previously held a job in the Company, he shall be reinstated in the job but, otherwise, he shall be terminated. However, an apprentice who fails to qualify for any period of apprenticeship in accordance with the Alberta Provincial Apprenticeship Legislation, may be allowed to serve additional time in the same apprenticeship period, at the same rate of pay, provided the Company, in their assessment of the apprentice, has determined that the previous service of the apprentice in the Company and his attendance at school warrant such treatment.

b) An apprentice shall become a journeyman when he has completed his apprenticeship in the applicable category as determined by the Company (but in any case no sooner than the length of time prescribed by the Act) and be placed in a permanent job.

16.03 Ratio of Apprentices to Journeymen

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

16.04 Selection of Apprentices

a) Preference shall be given to present employees coming within the scope of this Agreement who have the prerequisites (behavioural and technical) and ability to complete the training in the selection of apprentices.

b) Upon appointment an apprentice shall be given credit for previous similar work or education and shall receive the rate of pay set out in the schedule that similar work and education warrants.

16.05 Water Treatment Plant Operators – Certified Skills Apprenticeship Opportunities

a) If an individual brings a certified skill related to water treatment into an apprenticeship opportunity which is acceptable to the Company, they will be paid at their existing rate until the time that the apprenticeship rate exceeds their existing rate of pay. The individual may be required to perform functions related to their original skill as required by the Company, but never to the extent that their apprenticeship training requirements would be jeopardized as a result.

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

16.06* Supervision

a) Electrical trouble or maintenance men must be qualified journeymen and apprentices accompanying them shall be under their supervision.

b) No apprentice shall use the tools of the trade on overtime work without a journeyman working with him.

c) Apprentices shall be expected, during the last twelve (12) months of apprenticeship, to do the same class of work as journeyman, provided, however, that they shall not be required to do work on high voltage except under the direct supervision of a journeyman in the applicable trade.

d)* Apprentices may work high voltage energized power lines in the third period of their EPCOR Apprenticeship Program under the following terms and conditions.

i) Program Requirements

(1) Successful completion of two (2) years in the EPCOR Power Lineman Apprenticeship Program including both Technical Institute and practical on the job training.

(2) All the required core skills identified in the Practical Training Guide (PTG) must be signed off.

ii) Performance

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

iii)* Competency

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

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

(2)* *Successful completion of Year 1 and 2 of the EPCOR Practical Training Guide for Power Lineman Apprentices includes having all requirements signed off by three Senior Linemen and one Foreman of the area and having completed 24 months in the Apprenticeship program. If those requirements are met, the Foreman, the Apprentice Coordinator and EPCOR Management must agree by consensus to deem an apprentice ready to commence training on live-line work under supervision of a qualified Journeyman.*

17. Safety

17.01 At the request of either party, appointed representatives of the Company and the Union shall meet to discuss and recommend changes regarding Safety Rules and Regulations. The size of this committee, or committees, shall be as mutually agreed between the Company and the Union and the committee(s) shall set its own procedure with respect to meetings.

The Union shall have equal representation on the committee, however, the Company may decrease the number of Company representatives where necessary without requiring the Union to reduce the number of Union representatives.

17.02 An employee shall not be required to perform any hazardous task with which he is not familiar or which cannot be accomplished without violation of safety practices and refusal shall not be the basis for disciplinary or discriminatory action.

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

17.04 Electrically hazardous work in connection with manholes, transformer rooms and cable vaults shall be done by a journeyman under the general direction of a foreman and no less than two (2) employees shall work together at all times at manholes.

17.05 Hands on work on high voltage shall be performed by at least two (2) journeymen or one (1) journeyman and a competent apprentice as per 16.06 d). In case of trouble, one (1) journeyman may watch for the safety of and guard the public from the trouble until another journeyman or a competent apprentice can be obtained to assist with the required work. Troublemen shall be accompanied by another employee at all times.

17.06 Any employee repairing, maintaining, testing, installing, working on electrical equipment or operating components of the system must have the rating of a journeyman or apprentice, or be qualified and capable as mutually agreed by the Company and Union.

All work must be done under the general direction of a foreman or supervisor in the applicable discipline.

17.07 Where non-trade employees or apprentices are working in close proximity to high voltage, where they or their material could conceivably contact the voltage, a fully qualified journeyman tradesman shall be made available to oversee such activities before they commence.

18. Supervision

18.01 The primary function of a foreman is to provide direction and supervision to the employees working under him with the objective of safely completing a good job, therefore, a foreman shall not perform work with tools of the trade or with the employees involved, except to provide emergency assistance to protect life and property.

18.02 An employee shall be fully qualified as a journeyman before he can be classed as a foreman or lead hand if he is working with and supervising tradesmen. An employee shall have the required knowledge and ability to act as a foreman or lead hand with non-trade employees.

19. Journeymen and Apprentices

19.01 Trades Work

A journeyman shall be made available to oversee the digging of holes, the framing and erecting of poles and towers, in situations where electrical hazards may be encountered. Journeymen and apprentices shall perform the stringing of overhead wires and aerial cables, the hanging of transformers, street and ornamental lighting and signal heads; and maintaining, splicing and terminating underground cables, flame proofing on underground energized cables, and splicing of all metallic sheathed and shielded cables on overhead systems.

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

19.02 Recognition of Journeyman Status

The parties agree that any employee, who has been recognized as a journeyman prior to October 1, 1981 and who did not at that time hold an Alberta Journeyman Certificate, shall continue to be recognized as a fully qualified journeyman, and that recognition shall be equivalent to Power Electrician certification status as it existed prior to October 1, 1981 for the purposes of this Agreement.

20. New Classification

20.01 In the event that the Company creates a new class which falls within the scope of this Agreement, the rate of wages shall be negotiated by the Company with the Union before advertising any job within this class in accordance with the posting procedures set forth in this Agreement.

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

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

20.03 Classification Review

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

(a) Within 10 days of receiving the final position description, Human Resources will review the documentation and the Class Code Descriptors and determine the appropriate class code level for the position. The decision will be communicated to the Union prior to being finalized.

(b) Should the class code level of the position change as a result of the review, the effective date will be the date the position description was signed. The rate of pay for the incumbent(s) in the position will be changed to reflect the current rate at that class code level and there will be no requirement to post the position.

20.04 Appeal of Classification Review

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

(a) Within 30 days of receipt of an appeal, the Company will convene a meeting of the Joint Class Code Descriptors Steering Committee. The Committee will review the

documentation and the decision of the company. The employee will be provided opportunity to address the committee to provide information about their role and the rationale for the request.

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

21. Training

21.01 A non-trade employee assigned to develop materials for use in presentation of a training course or to present a training course shall receive the Utility Worker Foreman rate of pay. Updating and / or developing of standards, procedures, rules and regulations are excluded for the purposes of this provision.

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

22. Edmonton Civic Employees Charitable Assistance Fund

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

23. Supplementation of Compensation Award

23.01 If a permanent employee is prevented from performing his work with the Company because of an occupational disability that is sustained during the course of his work for the Company and the disability is recognized by the Workers' Compensation Board as compensable the Company will supplement the award to one hundred percent (100%) of the employee's regular net pay. (For disabilities commencing on or after April 1, 1989, one hundred percent [100%] of the employee's regular net pay less income tax.) Payment shall commence on the date of commencement of the award by the Workers' Compensation Board and shall continue until the Workers' Compensation Board certifies that the employee is able to return to work, or until granted a permanent pension by the Workers' Compensation Board, whichever occurs first. Supplementation shall not be payable to any permanent employee entitled to compensation after pension age if the employee is entitled to any pension or after the employee's sixty-fifth (65th) birthday if athe employee is not entitled to a pension.

23.02 If, in the opinion of the Company, supplementation of the Workers' Compensation Board award to other employees is justified and approved, it will be made in accordance with the conditions established for permanent employees. In no event, however, shall any period of supplementation for those employees exceed three (3) months without further review

and approval by the Company.

23.03 Employees who are laid off from the Company shall not be eligible to continue receiving supplementation of compensation benefits unless the claim for Workers' Compensation benefits was initiated prior to the notice of layoff and the disability has continued beyond the date layoff becomes effective. Additionally, the regular rate of pay used in calculating the supplementation of compensation benefits shall be the regular rate of pay of the employee immediately prior to the date of layoff.

23.04 The parties mutually agree that no employee should be paid more than their regular earnings when they are unable to work and are receiving Workers' Compensation Benefits.

Wage Appendices

Across the board wage increases

2.50% effective December 27, 2015
2.50% effective December 25, 2016
2.35% effective December 24, 2017

Appendix I - Trades

Class Code	Effective Dec 27, 2015		Effective Dec 25, 2016		Effective Dec 24, 2017	
	A	Job Rate	A	Job Rate	A	Job Rate
FM1	51.87	56.18	53.17	57.58	54.42	58.93
TR4	50.41	54.19	51.67	55.54	52.88	56.85
TR3	47.09	50.78	48.27	52.05	49.40	53.27
TR2	46.05	48.38	47.20	49.59	48.31	50.76
TR1	43.27	46.34	44.35	47.50	45.39	48.62
TRX		42.24		43.30		44.32

Appendix I - Notes

1) Trades Step A applies to:
   FM1) Technical Training Specialist
   TR3) Power Electrician I
   TR2) Electrician I, Instrument Technician/Mechanic, Meter Technician and Signals Technician
   TR1) Meter Installer I and Power Plant Maintenance Man

Appendix II - Dual Trades

Class Code	Effective Dec 27, 2015		Effective Dec 25, 2016		Effective Dec 24, 2017	
	A	Job Rate	A	Job Rate	A	Job Rate
DT3		59.00		60.48		61.90
DT2		54.19		55.54		56.85
DT1		50.78		52.05		53.27

Appendix III – Powerline Trades

Class Code	Effective Dec 27, 2015		Effective Dec 25, 2016		Effective Dec 24, 2017	
	Step A	Job Rate	Step A	Job Rate	Step A	Job Rate
PTF	54.69	59.45	56.06	60.94	57.38	62.37
PT4		56.99		58.41		59.78
PT3	49.39	53.27	50.62	54.60	51.81	55.88

Appendix III - Notes:
Step A applies to:
PT3 = Cableman & Power Lineman III

Appendix IV – Apprentices

Class Code	1st	2nd	3rd	4th	1st	2nd	3rd	4th	1st	2nd	3rd	4th
Pro-rata												
AP4	32.51	37.90	43.35	48.77	33.32	38.88	44.43	49.99	34.11	39.80	45.48	51.17
AP3	30.47	35.55	40.62	47.94	31.23	36.44	41.64	49.14	31.96	37.29	42.62	50.29
AP2	29.03	33.87	38.70	43.54	29.75	34.71	39.67	44.63	30.46	35.53	40.61	45.68
AP1	27.80	32.44	37.07	41.71	28.50	33.25	38.00	42.75	29.17	34.03	38.90	43.76

Appendix IV - Notes:

AP4 For use for Signal Technician II (TR4)

Appendix V – Electrical System Control Operators

Class Code	Effective Dec 27, 2015			Effective Dec 25, 2016			Effective Dec24, 2017		
	A	B	Job Rate	A	B	Job Rate	A	B	Job Rate
SC3			61.79			63.33			64.82
SC2			59.00			60.48			61.90
SC1	53.36	54.77	56.18	54.69	56.14	57.58	55.98	57.46	58.93

Appendix V - Notes:

1) Employees appointed to the Electrical System Control Operator class shall be placed at Step A (probationary rate) until such time as they are deemed competent.
2) Maximum time at the probationary rate will be one (1) year.
3) An employee will move to Step B upon successful completion of the probationary period
4) An employee will move to Job Rate upon successful completion of NERC certification & the appropriate passport
5) An employee may move to SC2 upon successful application on a posted position

Appendix VI - Water System Operators

Class Code	Effective Dec 27, 2015					Effective Dec 25, 2016					Effective Dec 24, 2017				
	A	B	C	D	Job Rate	A	B	C	D	Job Rate	A	B	C	D	Job Rate
WO5				47.05	48.66				48.23	49.88				49.36	51.05
WO4				45.15	46.56				46.28	47.72				47.37	48.84
WO3			41.92	42.54	43.61			42.97	43.60	44.70			43.98	44.62	45.75
WO2		39.17	40.05	41.34	42.08		40.15	41.05	42.37	43.13		41.09	42.01	43.37	44.14
WO1	35.11	38.63	39.44	40.54	41.26	35.99	39.60	40.43	41.55	42.29	36.84	40.53	41.38	42.53	43.28
WO0					22.88					23.45					24.00

Appendix VI – Notes

1) Permanent employees hired into the WO1 classification will be allowed up to two (2) years to obtain a Level I Certification to continue employment

2) *Progression for Water Operators (WO1) will be based entirely on Alberta Environment certification as follows:*
   - *i. Step A: No Certs*
   - *ii. Step B: Level I AEP*
   - *iii. Step C: Level II AEP*
   - *iv. Step D: Level III AEP*
   - *v. Job Rate: Level IV AEP (except for WO0)*

3) *Lines of progression shall be from WO1 to WO3 to WO4*
4) Promotion to a Water Plant Operator III is open only to those employees who have successfully completed the course work and have obtained a passing grade in the examination for a Class III Alberta Environment Certificate.
5) Water Plant Operator III Step Requirements: To progress to Job Rate, Water Plant Operators must have Level IV Certification.
6) *There is no minimum time requirement to progress through the Steps. Progression will be based on the requirements in the AEP Certification Guidelines*
7) *The WO3 will not be eligible to rate up to WO4 when performing WO4 duties*
8) *Letter of Understanding #2 "Foreman Working with Tools" does not apply to WO4, WO5*
9) *Job Rate at WO4 class also applies to Payroll #50438, #55938 & 65038*

Appendix VII - Electrical and Water System Support

Class Code	Effective Dec 27, 2015				Effective Dec 25, 2016				Effective Dec 24, 2017			
	A	B	C	Job Rate	A	B	C	Job Rate	A	B	C	Job Rate
SS6				46.09				47.24				48.35
SS5	37.87			40.19	38.82			41.19	39.73			42.16
SS4	35.98			37.87	36.88			38.82	37.75			39.73
SS3	34.39			36.11	35.25			37.01	36.08			37.88
SS2	23.93	27.36	30.77	34.17	24.53	28.04	31.54	35.02	25.11	28.70	32.28	35.84
SS1	19.77	25.91	29.14	33.06	20.26	26.56	29.87	33.89	20.74	27.18	30.57	34.69

Appendix VII - Notes*

1) Electrical and Water System Support Step A applies to:
   i. SS5) Senior Storeman
   ii. SS3) Equipment Operator II
   iii. SS2) Storeman
   iv. SS1) Meter Reader I and Utility Worker (Step A rate applies only to employees hired after the date of ratification. Employees at the previous Step A rate will maintain their current rate of pay until they advance to the Step B rate.)

2) Electrical and Water System Support Step B and C applies to:
   i. SS2) Storeman
   ii. SS1) Meter Reader I and Utility Worker

3) Temporary Utility Workers, Meter Readers and Storemen are to be paid at Step A

4) Provisional Utility Workers, Meter Readers and Storeman will progress to Step B upon attaining provisional status. These provisional employees will not be eligible for further movement in the pay range until attaining permanent status.

5) Utility Worker assigned to relief driving on trouble truck shall work hours as per 6.02 b) iv).

6) 6.02 b) iv) shall also include the jobs of Relief Troubleman, and Relief Electrical System Control Operator.

7) During the term of this agreement, effective date of ratification, the parties agree that the starting wage rate for permanent Utility Workers will be at step B. The probationary period is still required to be served as per Article 9.01.

8) Temporary or Provisional employees in classes 8700 (Utility Workers), 1101 (Meter Readers), and 0330 (Storeman) who are appointed to permanent jobs within the same classification shall have all temporary hours credited toward their placement on the wage grid, within a period of thirty six (36) consecutive months prior to attaining permanent status. The probationary period is still required to be served as per Article 9.01.

9) *An employee being rated up to an Equipment Operator II position will be rated up to the Job Rate of the Equipment Operator II position if the employee is trained and certified as an Equipment Operator II.*

Class Codes Lists

Class Code	Historical Class Code	Class Title
Foreman		
FM1	8801	Apprenticeship Coordinator
	8157	Meter Foreman
	8133	Power Electrician Foreman
	8111	Power Plant Maintenance Foreman
	8139	Signals Foreman
	8545	Technical Training Specialist

Trades		
TR4	8159	HVAC Technician
	8132	Power Electrician II
	8130	Power System Technician
	8544	Quality Assurance Administrator
	8546	QA Technician
	8186	Safety Codes Officer
	8100	Scheduler
	8124	Signals Technician - LRT
	8127	Signals Technician II
TR3	8510	Electrical Permitting Agent
	413	Energy Utilization Analyst
	8158	Instrument Repairman
	8155	Meter Installer II
	8131	Power Electrician I
	8140	System Inspector
TR2	8511	Electrician I
	8522	Instrument Technician/Mechanic
	6810	Instrument Technician/Mechanic (Regina)
	8153	Meter Installer 1 (Service Truck)
	8156	Meter Technician
	6012	Millwright II
	8176	Plant Mechanic
	8126	Signals Technician I
	8561	Welder
TR1	8154	Meter Installer I
	8110	Power Plant Maintenance Man
TRX	8815	Journeyman Boom Truck Operator

Class Code	Historical Class Code	Class Title
Dual Trades		
DT3	8525	Instrumentation / Electrician Foreman
	8564	Mechanical Maintenance Foreman
	8136	Power Electrician / Instrument Foreman
	8112	Power Plant Maintenance Foreman - Dual Trade
DT2	6545	Electrical Instrumentation and Control Systems Tech
	6550	Electrical Instrumentation Coordinator
	6530	Electrical Leadhand
	8513	Maintenance Planner
	6540	Mechanical Leadhand
DT1	8520	Instrument Technician/Mechanic / Electrician
	8015	Millwright I / Machinist
	8006	Millwright I / Welder
	8123	Power Electrician I / Instrument Technician II

Power Line Trades		
PTF	8128	Cable Foreman
	8185	Power Line Foreman
	8810	Trouble Training and Work Coordinator
PT4	8137	Cableman II
	8184	Power Lineman IV
	8183	Troubleman
PT3	8138	Cableman
	8182	Power Lineman III

Electrical System Operators		
SC3	8125	Electrical System Control Operator Foreman
SC2	8122	Senior Electrical System Control Operator
SC1	8121	Electrical System Control Operator

Apprentices		
AP4	8160	Apprentice Signals Tech 2
AP3	8506	Apprentice Cableman
	8505B	Power Electrician 1
	8507	Apprentice Power Lineman 3
AP2	8505C	Apprentice Electrician I
	8508	Apprentice Instrument Tech/Mechanic
	8509	Apprentice Meter Technician
	6011	Apprentice Millwright
	8504	Apprentice Signals Tech 1
AP1	8503	Meter Installer 1

Water System Operators		
WO5	8256	HEI Foreman
	8255	Training Foreman
	8250	Transmission Foreman
WO4	8240	Operator Foreman
WO3	8230	Lead Operator
WO2	8225	Operations Trainer
	8220	Transmission / Day Operator
WO1	8200	Water Operator
WO0	3420	Co-op Student

Electrical & Water System Support		
SS6	1103	Meter Reader Foreman
	335	Stores Administrator
	8793	Utility Worker Foreman
SS5	333	Senior Storeman
	8703	Utility Worker III
SS4	8608	Equipment Operator 3
	8640	Operator, Material Handling Truck
	8593	Tool Serviceman
SS3	8605	Equipment Operator 2
SS2	8606	Equipment Operator 1
	8720	Representative, Faulted Services Repair
	8730	Representative, Landscaping Services Repair
	330	Storeman
	8713	Trouble Driver
SS1	1101	Meter Reader I
	8700	Utility Worker

International Brotherhood of Electrical Workers
Local Union 1007

The following Letters of Understanding to the 2015 - 2018 Collective Agreement are individual letters but are grouped together for signing purposes only.

Letter #1	Jurisdictional Disputes
Letter #2	Foremen Working with Tools
Letter #3	Compressed (Flexible) Hours of Work
Letter #4	Out of Town Work
Letter #5	Leave for Personal and Family Related Responsibilities
Letter #6	Short Term Incentive
Letter #7	Working as a Retiree
Letter #8	Out of Town Travel for Gold Bar Employees
Letter #9**	*Alberta Environment Certification*
Letter #10	*Temporary Twenty-Four (24) Month Meter Reader*
Letter #11	*Specialist, Network Construction (Utility Worker III) – Electricity Services Distribution– Construction and Network*
Letter #12	*Other Hours of Work – Notice of Shift Change*
Letter #13	*Safety Advocate*
Letter #14	*Classification and Class Code Descriptor Update*

Letters of Understanding

between

EPCOR Utilities Inc.

Of the First Part

(hereinafter called the "Company")

- and -

Local No. 1007, International Brotherhood of Electrical Workers

Of the Second Part

(hereinafter called the "Union")

Letter #1 – Jurisdictional Disputes

The parties agree that disputes regarding the jurisdictional allocation of positions will be processed in accordance with the grievance procedure. Such matters will be dealt with as policy grievances. If however, a jurisdictional dispute is not resolved by the parties and the Union elects to refer the matter to a third party, the dispute will be referred to the Labour Relations Board for a final and binding decision.

Letter #2 – Foremen Working with Tools

The parties agree that a Foreman will not schedule work with tools for himself. The parties further agree that a Foreman may perform minor troubleshooting, effect minor repairs and may assist a tradesman where problems requiring the assistance of another tradesman arise during the course of an assignment and all other appropriate tradesmen have been previously assigned to other work. The intent is that a Foreman will not work with tools to the extent that such work performance would eliminate a trades job. Either party may rescind this Letter of Understanding by providing the other party with notice to do so.

Letter #3 – Compressed (Flexible) Hours of Work

1. Definitions

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

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

2. Establishment of Compressed (Flexible) Hours of Work

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

a) Compressed (flexible) hours of work proposals may be initiated by either the Company or the employees. The schedules will be voted on by the employees in the affected work group and must achieve a seventy five percent (75%) majority. The Company will ultimately determine whether or not the proposal will be implemented based on operational requirements.

b) When a compressed (flexible) hours of work schedule is implemented, the following parties will be advised in writing of the work location, business unit, schedule and employees participating.

   i) The Union

   ii) The Company's Human Resources Representative

   iii) The Company's Payroll Department

c) Postings shall contain a statement to denote those positions that are subject to compressed (flexible) hours of work.

d) Whenever possible, the Company will endeavour to accommodate employees who, for reasons acceptable to the Company, request not to participate in the compressed (flexible) hours of work schedule.

3. Fringe Benefits

a) A day's pay for a statutory holiday shall be equal to the monetary or time equivalent of the compressed (flexible) work day hours.

b) Vacation and Sick leave usage shall be administered on an hourly basis in conjunction with the schedule.

4. Reversion from Compressed (Flexible) Hours of Work

Where compressed (flexible) hours of work are established pursuant to #2 of this Letter of Understanding, either of the parties may decide at any time to revert from the compressed (flexible) hours of work schedule by providing a minimum of one (1) month's notice in writing to the other party. However, the parties agree that, in the event either party decides to revert from the compressed (flexible) hours of work they will meet to discuss the reasons prior to the reversion.

Letter #4 – Out of Town Work

1. Should EPCOR Water Services Inc. be successful in attaining out of town contracts of a longer duration [in excess of fourteen (14) calendar days], the parties shall meet and discuss the issues arising from this out of town work and determine and agree to terms and conditions for this out of town work.

2. Should there be any discrepancies or issues with respect to the implementation of the provisions of Article 15 or this Letter of Understanding the parties agree to meet to review and resolve these items.

Letter #5 – Leave for Personal and Family Related Responsibilities

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

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

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

4. These hours may be used for the following purposes:

    a) The care of a sick child, parent or other immediate defined family member for which the employee is responsible.

    b) Attendance at medical or dental appointments for the employee's spouse, their child or their parent.

    c) Attendance at medical or dental appointments for the employee in the event the required absence is longer than three (3) hours.

    d) Childcare due to reasons that could not have reasonably been anticipated or where normal arrangements are not available.

    e) A personal need that requires the employee's immediate attention and that is approved by EPCOR.

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

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

Letter #6* – Short Term Incentive

1.* Permanent employees in Class Code FM1, DT3, *PTF, PT4*, SC3, *SC2, SC1, WO5, WO4,* SS6 and *SS5* will be eligible to participate in the Company's corporate short-term incentive program.

a) The corporate short term incentive program shall include performance measures based on Corporate, Business Unit and individual employee performance.

b) The target payout shall be five percent (5%) of the employee's regular paid hours.

c) Participation will be in accordance with the corporate short term incentive program defined by the company. Annual performance targets and measures may change from year to year.

2.* Permanent full-time employees who are in Class Codes other than those specified in point 1 above, will be eligible to participate in a Flat Rate short-term incentive program as outlined below, commencing with the *2016* performance year:

a) This flat payout will be determined based on the achievement of the Business Unit performance measures included in the corporate short term incentive program.

b)* The target payout will be as follows:

i)* For the *2016, 2017, and 2018* performance year, $3100 payable in April of the following year.

c) The actual dollar payout for each Business Unit where targets are met will range from 0% of the target where threshold is not met on all Business Unit Metrics, to 100% where target is met or exceeded on Business Unit metrics.

d) Metrics for threshold and target will be defined annually by the company and will be consistent with the business unit metrics used in the corporate short term incentive program.

3. Eligibility for short term incentive will be as outlined below:

a) An employee must be actively employed in a permanent position on December 1 of each performance year to be eligible for participation in the short term incentive plan. Eligibility will be based on the employee's permanent position as of December 1 of the performance year.

b) Employees must continue to be employed in a permanent status position at the date of short term incentive payment in order to receive a payment, except employees that have retired, who shall receive a pro-rata amount based on the number of months worked in that year. STI awards will be pro-rated for mid-year hires, leaves of absences without pay and LTD.

c) Employees who are terminated or who terminate employment for any reason during the eligibility period will not receive a short term incentive award.

d) The short-term incentive for all employees will be paid at the end of April of the following year.

4. Business Unit performance metrics must meet pre-determined levels of achievement. Prior to the payment of annual short term incentive awards, performance metrics must be approved by the Board of Directors in the following STI plan year.

Letter #7* – Working as a Retiree

The parties have an interest in providing employees who are eligible to retire with the opportunity to *continue to participate in the workforce after retirement when there is a need identified by the Company.* This *letter* is intended to facilitate the retention and transfer of essential skills and knowledge *to a Retiree* to other employees *or for the Retiree to supplement the existing workforce on a temporary basis*.

Eligibility

1. This program is applicable to all permanent employees and EPCOR Retirees. Eligibility for participation in the program is at the discretion of the Company.

2. To be eligible to participate, employees must have retired from a permanent position with EPCOR or expressed in writing their intent to do so on a specified date. For clarity, eligibility to retire is defined as aged 55 or older and eligible to draw a pension.

Terms

1. The following terms will be applicable to Retirees:

   a) Participants will not be eligible to accrue pensionable service.

   b) Compensation for working as a retiree will be in accordance with the applicable Wage Appendix in the Collective Agreement.

   c) All time off, including vacation, and named holidays, is subject to business unit requirements and management approval, and is to be coded and taken as unpaid leave.

Applicability of the Collective Agreement

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

3.* Definitions

Add a new clause that reads:

3.17* Retiree

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

a)* Employees who retire *or Retirees* may return to work in a Temporary position for a period typically up to *eleven (11) months.*

b)* Where a business case exists, the Temporary position may be extended beyond the *eleven (11) month* term, to a maximum of 36 months, with the approval of the Stratum 5 leader of the *department*. Mutual agreement between the Company and the Union is required to extend the term of the Retiree's temporary position beyond *eleven (11) months*.

c)* *Prior to being rehired, a Retiree, or an employee to be hired as a Retiree* must have a break in service equivalent to at minimum one full pay period prior to being hired

6.* Working Conditions

Amend Clause 6.02 a) to read:

6.02* Hours of Work

a)* Normal Hours of Work

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

A Retiree may work in a temporary position on a full-time basis or on a part-time or casual basis. A Retiree working on a part-time or casual basis will require Manager approval of their schedule and will complete timecards consistent with employees working in a temporary position.

Amend Clause 6.03 a) to read:

6.03 Overtime Work

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

8. Fringe Benefits

Amend Clause 8.01 to read:

8.01 Statutory Holidays

Retirees shall have their statutory holiday pay paid on a bi-weekly basis as a premium

calculated at four point six percent (4.6%) of their normal bi-weekly earnings.

Amend Clause 8.02 to read:

8.02 Annual Vacation Leave

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

Amend Clause 8.03 g) Health and Welfare Benefits

8.03 Leave of Absence

g) Health and Welfare Benefits

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

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

10. Promotions

Amend Article 10 to read:

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

12.* Posting and Filling Vacancies

Amend Article 12 to read:

12.01* Requesting to Work as a Retiree

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

a) Date of retirement

b) Desired date to commence working as a retiree

c) Desired hours of work

d) Proposed Term

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

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

12.02* Approval

Where the Manager has determined that a Request to Work as a Retiree is feasible, *or a Retiree may be the most suitable candidate for a temporary positing*, the Manager shall advise other employees in the immediate work area of the intention to *utilitze a Retiree*. The Manager shall develop a written business justification, outlining the added value to operations and the plan for transferring knowledge to ensure a supply of talent in the future. The business justification shall include:

a)* The employee name *and number*

b) Date of retirement

c) Date to commence working as a retiree

d) Standard hours of work

e)* *Duration of Employment*

f)* The added value of *hiring* a retiree – to both the employee and the company.

The Manager *will* contact Human Resources for assistance in determining eligibility.

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

Approval to work as a Retiree must be provided by the Stratum 5 Leader of the *department*, *and* confirmed in writing and a copy *will be sent* to the Union.

12.03 Confirmation

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

13. Jurisdictional Seniority

Amend Clause 13.03 to read:

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

Letter #8 – Out of Town Travel for Gold Bar Employees

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

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

Letter #9 – *Alberta Environment Certification*

In recognition of employees acquiring the *Alberta Environment Certification*, the Company will pay a lump sum of money for acquiring each level of certification as follows:

<u>Level Lump Sum Dollars</u>

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

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

Lump sum payments will be made according to the level of certification acquired and one lump sum payment will only be payable upon attaining the level of certification as long as the certification is required while the employee worked for the Company.

Letter #10 -Temporary Twenty-Four (24) Month Meter Reader

Whereas the Company, in its Electricity Operations, Metering and Wholesale Energy division, anticipates receiving approval from the Alberta Utilities Commission for the implementation of Advanced Metering Infrastructure (AMI) in 2015, the Metering and Wholesale Energy

management team requires the ability to hire temporary meter readers up to twenty-four (24) months until the completion of the installation of the new meters (anticipated in 2017).

The words "temporary twenty-four (24)-month meter reader" when used in this Letter of Understanding shall mean a temporary meter reader who is filling a temporary job within the jurisdiction of this Union for up to twenty-four (24) months in Electricity Operations, Meteringand Wholesale Energy. Employees within this status will be eligible for participation in a Company paid benefits plan (the SunAdvantage Plan) through Sunlife Financial. The SunAdvantage Plan provides qualifying employees with core level Extended Health Care and Dental, Employee Life, Accidental Death and Dismemberment and Dependent life benefits as per the terms outlined below:

- Benefit coverage is effective March 1,2014 or the subsequent date of hire upon the start date of the twenty-four (24) month position.

- Temporary employees filling a temporary twenty-four (24) month meter reader job willbe eligible for SunAdvantage Plan core level Extended Health Care and Dental benefits for themselves and their eligible dependents.

- Temporary twenty-four (24)-month meter reader employees are eligible for an Employee Life insurance benefit of $25,000 and Accidental Death and Dismemberment benefit equal to the Employee Life benefit. The employee is also eligible for Dependent Life benefits (spouse $5,000,child $2,500).

Coverage under the SunAdvantage Plan does not include eligibility to participate in any other Company provided benefit plans; including the Company's disability benefits (Short Term and Long Term disability), or Company pension plan.

Specifics regarding coverage under the above benefits will be governed by EPCOR's contract and plan documentation with Sun Life Financial.

Any current temporary meter reader from Metering and Wholesale Energy will move into the new temporary twenty-four (24)-month meter reader position upon the date this letter of understanding is signed and their benefit coverage will commence on March 1, 2014.

All other terms and conditions of employment for employees covered by this Letter of Understanding will be consistent with those in effect for Temporary Employees within the collective agreement.

Letter #11 - Specialist, Network Construction (Utility Worker Ill) - Electricity Services Distribution - Construction & Network

The parties acknowledge the unique and specialized work currently performed by Payroll #44645 in the Construction & Network area of Electricity Services Distribution.

The parties agree that a new position will be created called a Specialist, Network Construction. It is understood that this position will be filled on a Present Incumbent Only (PIO) basis Payroll #44645.

The parties agree that this change will be effective as of January 1, 2015. The parties agree that the rate of pay for the Specialist, Network Construction position will be as per the SS6 Class Code in Appendix VII of the Wage Appendices in the collective agreement.

The parties agree that the Specialist, Network Construction position will receive target Short Term Incentive of five-percent (5%) as indicated in the provisions of point one in Letter #6 - Short Term Incentive effective the 2015 performance year.

If there are any future organizational or operational changes necessitating a review of the requirements for this position, or if Payroll #44645 chooses to leave this position, the Parties agree that this Letter of Understanding will be terminated.

Letter #12 - Other Hours of Work - Notice of Shift Change

It has been determined that there is a need for a work schedule that is longer in duration than typically required for short term emergencies and also not as long in duration to meet a minimum 30 day work schedule change. The Company and the Union agree that:

As an alternative to the options provided in 6.02 (b) (i), if there is a need for medium -term (80 hours up to 160 hours) scheduled shift work in work areas where employees are not presently required to work shifts, the Company will inform the Union and affected employees of its intention to establish such shifts seven (7) calendar days prior to the proposed implementation date. In this circumstance, employees will be paid at their regular rate of play plus a shift change premium equal to 1X their regular rate of pay for these established shifts. Employees will not be eligible to receive Fatigue Pay. The new schedule will have shifts that are a minimum of eight (8) hours of duration. The new schedule will last for a minimum of 80 hours and a maximum of 160 hours in total duration.

Letter #13 - "Safety Advocate" Position

The Company and the Union have agreed to build on their shared interests of cultivating a safe work environment and achieving zero injuries everyday by creating and piloting a "Safety Advocate" position.

The Company and the Union agree that effective January 11, 2016 there will be two (2) new "Safety Advocate" positions created for each of EPCOR's Distribution & Transmission areas in Electricity Operations.

The selection of the "Safety Advocate" positions will be made by the Director, Safety & Operational Excellence, based upon nominations made by the Union. The nominees will be individuals that are viewed as "safety champions" by their peers. Given that these individuals will be nominated by the Union and selected by Management, Clause 12 "Posting and Filling Vacancies" and Clause 10 "Promotions" will not apply in these circumstances.

These positions will report to the Director, Safety & Operational Excellence and will be created as full time temporary positions with an expected pilot period of six (6) months. At the completion of the initial pilot period, there will be an evaluation of the position's success and a determination will be made regarding the extension of the positions for a longer duration.

These positions will be paid at the rate $57.00 per hour.

The employees who are participating in this pilot will be considered to be on a Temporary Assignment and will be eligible for Short Term Incentive based on their full-time permanent position on December 1,2016.

The Company and the Union will evaluate the success of the pilot by the end of September 2016. At such time, the Company will determine if the "Safety Advocate" will become a permanent position.

The Company reserves the right to cancel the position and return the employees to their former class.

This letter will expire on December 31,2016 unless the parties mutually agree to extend.

Letter #14 - Classification Review and Class Code Descriptor Update

The Company and the Union agree that the Class Code Descriptors require updating to reflect changes that have taken place since initial implementation in 2013. Specifically, the updates need to reflect changes in the following series: Trades, Electrical System Operators, Water System Operators and Power Line Technician.

In addition, as a result of collective bargaining, the Company agrees to complete job audits and classification evaluation of the following positions by six (6) months from the date of ratification of the Collective Bargaining Agreement:

Safety Codes Officer
Trades Inspector

The Company and the Union agree to complete the update of the Class Code Descriptors by twelve (12) months from the date of ratification of the Collective Bargaining Agreement.

Addendums to the Collective Agreement

between

EPCOR Utilities Inc.

Of the First Part

(hereinafter called the "Company")

- and -

Local No. 1007, International Brotherhood of Electrical Workers

Of the Second Part

(hereinafter called the "Union")

International Brotherhood of Electrical Workers
Local Union 1007

Addendum #1 - Water Treatment Plants

Addendum #2 - *Trouble Crews* & Electrical System Control Operator Employees

Addendum #1 – Water Treatment Plants

The following provisions shall apply to Water Treatment Plant Operators engaged in the compressed work week. Unless otherwise specified, clauses contained in the Main Agreement shall continue to apply. Clauses in this Addendum which have the same numerical designation as clauses in the Main Agreement shall supersede those clauses of the Main Agreement. Where conflict or differences exist between the clauses contained in the main portion of the Collective Agreement, the specified provisions contained in this Addendum shall prevail in respect of employees engaged in the compressed work week.

6. Working Conditions

6.02 Hours of Work

b) Other Hours of Work

iii) Employees engaged in the compressed work week shall have a shift of twelve (12) hours per day, including time off for lunch, as set out in the shift schedule. The hours of work for such employees shall average forty (40) hours per week over the length of the schedule.

v) Where relief personnel are provided, they shall work an average of eighty (80) hours in a pay period over a complete shift cycle, provided, however, that they are notified eight (8) hours in advance of any change to those shifts for which they have been scheduled to work in that pay period. Such employees must receive at least eight (8) hours off between shifts. In the event that any of the foregoing conditions are not met, the employee shall receive overtime pay for the first shift worked.

c) i) (1) Seven (7) calendar days notice of the change must be provided. If these conditions are not fulfilled, the employee whose hours of work have been changed shall receive *their regular rate of pay plus a shift change premium equal to 1X their regular rate of pay for* those hours worked not on the employee's original schedule, prior to the expiration of the required notice period.

d) Shift trades will not be permitted which would result in an employee working in excess of sixteen (16) consecutive hours.

6.03 Overtime Work

a) i) Relief personnel shall be eligible to receive overtime pay for those hours worked in excess of eighty-four (84) bi-weekly. Other schedule adjustments may be required from time to time to maintain an average work week of forty (40) hours.

6.06 Pay for Work on Statutory Holidays

c) The premium rates of pay specified in the Main Agreement shall be paid only to those employees who work on the actual calendar day as outlined in Clause 8.01 f). An employee who commences his shift before and during the statutory holiday shall be paid the premium rate for only those actual hours which fall during the statutory holiday.

6.09 Shift Differential

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

7. Pay Provisions

7.01 Wages

a) Notwithstanding Clause 7.01 b) of the Main Agreement, employees shall be paid in accordance with the number of scheduled hours in each pay period. The number of hours scheduled in each pay period will vary in accordance with the following: Between seventy-two (72) and eighty-four (84) hours each pay period to average eighty (80) hours over the length of the shift schedule (cycle).

8. Fringe Benefits

8.01 Statutory Holidays

g) A day's pay for a statutory holiday or a day off with pay in lieu of a statutory holiday shall be equal to the monetary or time equivalent of twelve (12) hours' work.

8.03 g) Health and Welfare Benefits and Pensions

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

24. Reversion to the Eight Hour Per Day Schedule

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

Addendum #2* – *Trouble Crews and* Electrical System Control Operator Employees

The following provisions shall apply to *Trouble Crews* and Electrical System Control Operators engaged in the compressed work week. Unless otherwise specified, clauses contained in the Main Agreement shall continue to apply. Clauses in this Addendum which have the same numerical designation as clauses in the Main Agreement shall supersede those clauses of the Main Agreement. Where conflict or differences exist between the clauses contained in the main portion of the Collective Agreement, the specified provisions contained in this Addendum shall prevail in respect of employees engaged in the compressed work week.

6.* Working Conditions

6.02* Hours of Work

b)* Other Hours of Work

iii)* Employees engaged in the compressed work week shall work a combination of eight (8) and twelve (12) hour shifts, including time off for lunch, as set out in the shift schedule. The hours of work for such employees shall average two (2) hours per week over the length of the schedule. *Such employees shall not normally work more than five (5) consecutive twelve (12) hour shifts.*

v)* Where relief personnel are provided, they shall work an average of eighty-four (84) hours in a pay period over a complete shift cycle, provided, however, that they are notified eight (8) hours in advance of any change to those shifts for which they have been scheduled to work in that pay period. Such employees must receive at least eight (8) hours off between shifts. In the event that any of the foregoing conditions are not met, the employee shall receive overtime pay for the first shift worked.

c) General Provisions

i) (1) Seven (7) calendar days notice of the change must be provided. If these conditions are not fulfilled, the employee whose hours of work have been changed shall receive their regular rate of pay plus a shift change premium equal to 1X their regular rate of pay for those hours worked not on the employee's original schedule, prior to the expiration of the required notice

d) Shift trades will not be permitted which would result in an employee working in excess of sixteen (16) consecutive hours.

6.03* Overtime Work

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

6.06 Pay for Work on Statutory Holidays

c) The premium rates of pay specified in the Main Agreement shall be paid only to those employees who work on the actual calendar day as outlined in Clause 8.01 f). An employee who commences his shift before and during the statutory holiday shall be paid the premium rate for only those actual hours which fall during the statutory holiday.

6.09 Shift Differential

a) Effective on the first day of the pay period following the ratification an employee who works a scheduled shift, one-half (1/2) or more of which falls between 16:00 and 08:00 hours, shall receive a shift differential of two dollars and twenty five cents ($2.25) for each hour of that shift. An employee shall be eligible for shift differential for regularly scheduled hours worked at premium rates on statutory holidays only.

7.* Pay Provisions

7.01* Wages

d)* Notwithstanding Clause 7.01 b) of the Main Agreement, employees shall be paid in accordance with the number of scheduled hours in each pay period *balanced over the shift cycle*. The number of hours scheduled in each pay period will vary in accordance with the following: between seventy-two (72) and *ninety-six (96)hours* each pay period to average eighty-four (84) hours bi-weekly for *the shift cycle*. *All standard hours are deemed to be pensionable*.

8. Fringe Benefits

8.01 Statutory Holidays

g) A day's pay for a statutory holiday or a day off with pay in lieu of a statutory holiday shall be equal to the monetary or time equivalent of twelve (12) hours work.

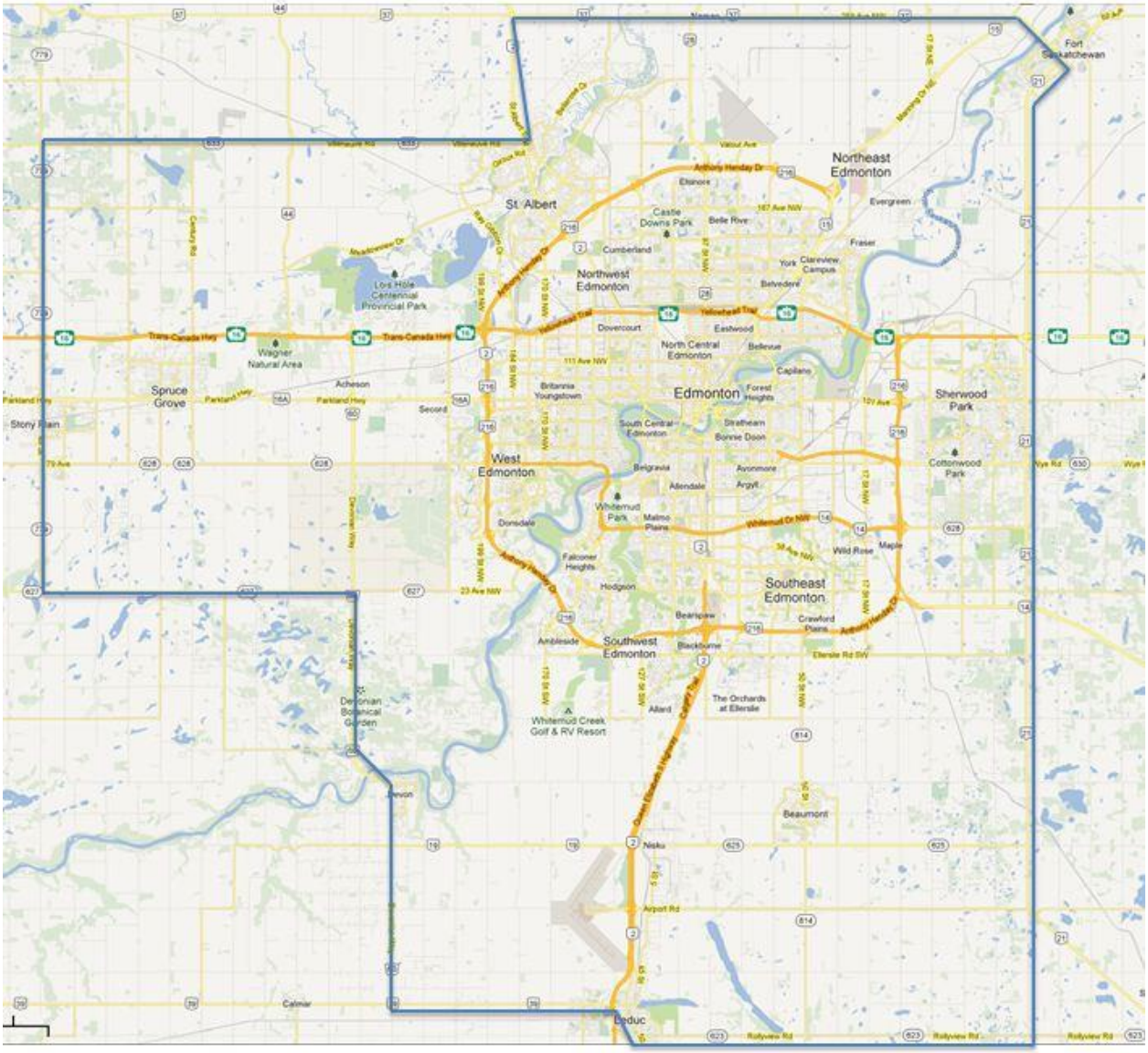
8.03 g) Health and Welfare Benefits and Pensions

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

24. Reversion to the Eight Hour Per Day Schedule

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

Appendix A – The Capital Region Map



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Signed this _____ day of _____ , 2016

International Brotherhood of Electrical Workers Union Local 1007

Jimmy Connor

Paul McKnight

Roberta Hykawy

Darryl Royer

Norm Spitzer

Jason Malkewich

Mike Boyd

Colin Gingles

EPCOR Utilities Inc.

Mark Johnson

Aaron Miller

Lauren Munsch

Jason Neufeld

Ivan Stepaniuk

Daryl Haynes

Craig Bonneville

Witnessed by: