

MEMORANDUM OF AGREEMENT

between

EPCOR Utilities Inc.

(hereinafter referred to as the "Company")

- and -

International Brotherhood of Electrical Workers 1007

(hereinafter referred to as the "Union")

The undersigned agree to recommend to their principals the attached amendments for inclusion/deletion in the Collective Agreement between the parties. It is understood that the parties agree to exchange ratification by TBD.

The non-acceptance of the contents of this Memorandum by either of the said principals shall nullify the positions established herein.

The contents of this Memorandum, if ratified by the principals, shall become effective the date of ratification unless specified otherwise.

SIGNED this


28


day of

November

A.D. 2018

**International Brotherhood of Electrical
Workers 1007**


Jimmy Connor, Business Manager


Roberta Hykawy, Assistant Business
Manager


Mike Boyd, Assistant Business Manager


Daryl Royer, IBEW President

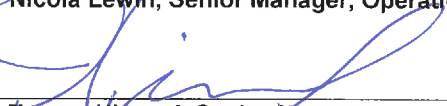

Norm Spitzer, Water Operator Foreman

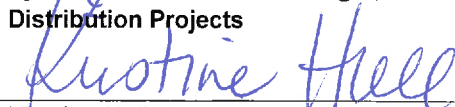
EPCOR Utilities Inc.


Aaron Miller, Senior Manager, Labour
Relations


Mansur Bitar, Director, Technologies


Nicola Lewin, Senior Manager, Operations


Tyrone Kimmel, Senior Manager,
Distribution Projects

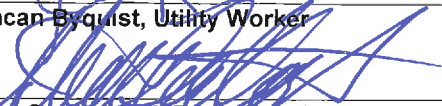

Kirstine Hull, Director, Transmission




Duncan Byquist, Utility Worker



Glenna Rauch, Consultant, Human Resources



Steve Southwood, Powerline Trade Foreman



Joel Kwasny, Coordinator, Underground Contractors

Subject to errors or omissions

LOU #18 – Add to Collective Agreement

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

iii) Drainage Services

HK #13

6.04 Banked Time

e)* If, on the last pay date ending in April of each year, an employee has accumulated time remaining in the bank, all time in excess of *forty-eight (48)* hours shall be paid out. Employees shall have the option to carry over *forty-eight (48)* hours to the next banked time year.

HK #12

8.01 Statutory Holidays

- b) Temporary employees ~~will be eligible who have completed thirty (30) days continuous service, or who have completed thirty (30) working days with the Company in the preceding twelve (12) months, will be entitled to receive the statutory holidays, specified above in 8.01(a), provided that they meet the terms and conditions set out in this section.~~
- c) Part-time employees will be entitled to statutory holidays commensurate with their status as temporary, provisional, probationary or permanent. All part-time employees will have their statutory holiday pay paid on a bi-weekly basis as a premium calculated at five (5.0) percent of their normal bi-weekly earnings. Should this premium payment of statutory holidays in any way violate the Employment Standards Code or disadvantage any employee(s), the parties will meet to review this item and agree to another method of determining and paying for statutory holiday pay for part-time employees. ~~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.~~

8.03 Leave Without Pay

- (c)(iii) Employees who qualify will be eligible to apply for Job Protected Leaves as outlined in Part 2, Division 7 of the Employment Standards Code and Part 5.1 of the Employment Standards Regulation of Alberta.
- (c)(v) Other leaves of absence without pay may be granted at the discretion of the Company, to an employee.

8.03 Maternity and Parental Leave

- (f)(iv) Upon written application to their manager, maternity/parental leave will be granted to employees employed for at least ~~twelve (12) consecutive months~~ ninety (90) days in accordance with the following:
- (1) Maternity leave shall be for a maximum period of ~~fifteen~~ sixteen (16) weeks.
 - (2) Parental leave shall be for a maximum period of ~~thirty-seven (37)~~ sixty-two (62) weeks.
 - (3) Birth mothers shall be eligible to combine such leave for a period of ~~fifty-two (52)~~ seventy-eight (78) weeks. A birth mother, who takes both maternity and parental leave, must take the leaves consecutively.
- (f)(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)~~ sixty-two (62) weeks of the date of birth, or the date an adopted child is placed with the parent.

8.03 Compassionate Care Leave

- (g)(i) Compassionate Care leave will be granted by the Company for employees who

have been employed for at least 90 days and are 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) twenty-seven (27) weeks, as established by a medical certificate. This leave will apply for gravely ill immediate family members as identified in Alberta Employment Standards 8.03 (d)(i) (Bereavement Leave).

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

U17/LOU#17 b)

8.02 Banked Time

- 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	<i>Banked Time</i> Paid In	Maximum Entitlement
<u>2018</u>	<u>2019</u>	40 hours
<u>2019</u>	<u>2020</u>	40 hours
<u>2020</u>	<u>2021</u>	40 hours

- w) Banked Time amounts under 8.02 (v) will be added to employees' Banked Time account before the end of February each year. These hours will be subject to 6.04 (e) unless the employee requests an exception to retain a Banked Time balance higher than 48 hours. Such a request will be in writing, describing the time equivalent the employee wishes to retain in their bank. The exception request will not be approved for amounts greater than 40 hours above the 48 hour maximum. The Company will provide a written response to such requests.

HK #14

8.04* Protective Clothing

- d) 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 (paper or electronic) detailing the purchase or repair must be provided for reimbursement.

HK #4

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
- e) EPCOR Drainage Services

LOU #19

11.10 Contracting Out (EPCOR Electricity Distribution Only)

- a) Prior to the contracting out of current and new work in EPCOR Distribution, the Company will provide the Union with the following information:
- i. The reason(s) for contracting out, the details of the work to be contracted out, including the nature of the work to be done by contractors, and the duration of the work to be contracted out.
 - ii. What efforts the company has made to use employees for the work rather than contracting out.
- b) The Company will also provide the Union with a reasonable opportunity to participate in a consultation process whereby the Union can ask questions, request information, and make suggestions regarding alternatives to the contracting out of some or all of the work, measures to address safety concerns raised by the use of contractor employees, and the contractors to be used.
- The Company will consider the Union's timely suggestions in good faith prior to making a final decision regarding contracting out.
- c) Upon making the final decision regarding contracting out, the Company will notify the Union of its decision.

All information shared with the Union during the Consultation process shall be held in the strictest confidence.

HK Added

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 – WO4

2nd – WO3

3rd – WO1

HK Added

22. Edmonton Civic Employees Charitable Assistance Fund

A payroll deduction in an amount not to exceed one-quarter ($1/4$) 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.

HK #5, #7 & #8 - Clarify Language to Reflect Application of Step A

Appendix I Notes

1) Trades Step A only applies to:

- i. FM1) Technical Training Specialist
- ii. TR4) HVAC Technician; Signal Tech - LRT
- iii. TR3) Power Electrician I
- iv. TR2) Electrician I; Instrument Technician/Mechanic; Meter Technician and Signals Technician I
- v. TR1) Meter Installer I and Power Plant Maintenance Man

Appendix VII - Notes*

1) Electrical and Water System Support Step A only applies to:

- i. SS5) Senior Storeman
- ii. SS40 Equipment Operator III (Training Rate Only); Operator, Material Handling
- ii. SS3) Equipment Operator II
- iii. SS2) Storeman
- iv. SS1) Meter Reader I; Utility Worker; Representative, Faulted Services Repair, Representative, Landscaping Services. ~~(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.)~~

HK 6

Appendix VI Notes

9) *Job Rate at WO4 class also applies to Payroll #50438, #55398 & 65038*

U6 – Create Class Code and Title of Fibre Optic Technician

Class Code	Historical Class Code	Class Title
SS5	TBD	Technician, Fibre Optic

M3 – Consolidation of Work Methods Roles

Class Code	Historical Class Code	Class Title
<u>PSF</u>	TBD	Foreman, QMP & Contracts
<u>PSF</u>	TBD	Coordinator, Work Methods

U5

Class Code	Historical Class Code	Class Title
SS5	XXXX	Inspector, Civil Construction

HK #2

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

LOU 17 (a)

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

SS6	XXXX	Civil Job Planner
	1103	Meter Reader Foreman
	335	Stores Administrator
	8793	Utility Worker Foreman

PS4	XXXX	Trades Job Planner
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HK Added

Letter #7 – Working as a Retiree

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 five percent (5%) of their normal bi-weekly earnings.

M6

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 pay 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, unless otherwise agreed by the Company and the Union.

HK #3

Letter #15 – 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 a “Safety Advocate” position.

The Company and the Union agree that there will be up to two (2) new “Safety Advocate” positions for each of EPCOR’s Distribution & Transmission areas in Electricity Operations.

The “Safety Advocate” position will be a full-time permanent position and a vacancy will be posted in accordance with the collective agreement. The selection of the “Safety Advocate” will be made by Management; however, the Business Manager of IBEW 1007 will participate as a member of the panel interviewing prospective candidates.

The “Safety Advocate” will report to the Director, Health, Safety & Environment.

The “Safety Advocate” rate of pay is as follows:

2019 – TBD

2020 – TBD

2021 – TBD

The “Safety Advocate” will be eligible for Short Term Incentive with a target of 5% and it will be administered in accordance with the Company’s short-term incentive plan.

The “Safety Advocate” position will be subject to the terms of the collective agreement between EPCOR and IBEW 1007.

~~This letter will expire on December XX, 2021 unless the parties mutually agree to extend.~~

LETTERS OF UNDERSTANDING

Letter Number	Title	Action
1	Jurisdictional Disputes	Renew
2	Foremen Working with Tools	Renew
3	Compressed (Flexible) Hours of Work	Renew
4	Out of Town Work	Renew
5	Leave for Personal and Family Related Responsibilities	Renew
6	Short Term Incentive	Renew
7	Working as a Retiree	Renew
8	Out of Town Travel for Gold Bar Employees	Renew
9	Alberta Environment Certification	Renew
10	Temporary 24-month Meter Reader	Renew
TBD	Other Hours of Work - Notice of Shift Change	Renew
TBD	Safety Advocate - Permanent	Renew
TBD	Careers Next Generation Student Employment	Renew

U11 & U14 Corporate STI for the following Classes:

8230 – WO3 Lead Hand

8130 – Power System Tech

8132 – Power Electrician II

Water Operator Adjustments

CLASS CODE	TITLE	STEP	CURRENT	NEW
WO1	8200 Water Operator	Step 4 (D)	42.53	43.00
WO1	8200 Water Operator	Step 5 (Job Rate)	43.28	44.00
WO3	8230 Lead Operator	Step 3 (C)	43.98	45.00
WO3	8230 Lead Operator	Step 4 (D)	44.62	45.50
WO3	8230 Lead Operator	Step 5 (Job Rate)	45.75	47.00
WO4	8240 Operator Foreman	Step 4 (D)	47.37	48.50
WO4	8240 Operator Foreman	Step 5 (Job Rate)	48.84	50.00

		2019		2020		2021
GWI		1.35%		1.40%		1.40%
Lump Sum		1.30%		1.35%		1.35%
	Step A	Job Rate	Step A	Job Rate	Step A	Job Rate
PSF	\$ 58.15	\$ 63.21	\$ 58.97	\$ 64.10	\$ 59.79	\$ 64.99
PS4		\$ 60.58		\$ 61.44		\$ 62.30
PS3	\$ 52.51	\$ 56.63	\$ 53.24	\$ 57.43	\$ 53.99	\$ 58.23

Notes:

Transmission PSEs not eligible for Lump Sum in Year 1 (8133, 8132, 8130, 8131)

Transmission Inside SCADA included in PS Class

Distribution Network not included in PS Class

E-Tech Substations are not included in PS Class

Transformer Shop not included in PS Class

Drainage Shared Services not included in PS Class

GWI		2.65%		2.75%		2.75%
	Step A	Job Rate	Step A	Job Rate	Step A	Job Rate
FM	\$ 55.86	\$ 60.49	\$ 57.40	\$ 62.16	\$ 58.98	\$ 63.86
TR4	\$ 54.28	\$ 58.36	\$ 55.77	\$ 59.96	\$ 57.31	\$ 61.61
TR3	\$ 50.71	\$ 54.68	\$ 52.10	\$ 56.19	\$ 53.54	\$ 57.73

General Wage Increases for All Remaining Groups

2019: 2.65%

2020: 2.75%

2021: 2.75%