

Collective Agreement

Between



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



And
Local Union 38
Canadian Union of Public Employees

Effective Date 2006-2008

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C.U.P.E. Local 38 Collective Agreement 2006-2008

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Relationship Philosophy

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

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

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

This Agreement Between:

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

(hereinafter called "ENMAX Corporation")

OF THE FIRST PART

and

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

OF THE SECOND PART

1.0 General

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

2.0 Management Rights

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

3.0 Term of Agreement

- 3.01 This agreement shall be in full force and effect from the date this agreement is ratified until **December 31, 2008** and from year to year thereafter except as hereinafter provided.

Either party may amend or terminate this agreement on any Anniversary date by notice in writing to the other party not less than sixty (60) days or more than one hundred and twenty (120) days prior to such anniversary date. If notice to negotiate has been given by either party prior to the termination date of this agreement, or if negotiations continue beyond the termination date of this

agreement, this agreement will remain in full force and effect during this time until the applicable provisions have been complied with under the Labour Relations Code.

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

4.0 Coverage

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

5.0 Discrimination

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

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

6.0 Check Off

- 6.01 All employees covered by this agreement shall be subject to deduction of Union Dues (in accordance with the Rand Formula) and/or assessments (excluding fines) from pay as authorized by Local 38's By-laws. Initiation fees for Union members shall be deducted upon the Union's request, with the concurrence in writing by the affected employee. ENMAX agrees to deduct Union Dues on a calculated daily basis for all employees who work less than a standard bi-weekly pay period.
- 6.02 Union deductions shall be made from each payroll and shall be forwarded to the Union. The deductions along with a list of employees for whom deductions have been made shall be sent to the Union within ten (10) days.
- 6.03 ENMAX agrees that when new employees are hired by ENMAX and who come under Local 38's bargaining jurisdiction, ENMAX shall schedule time for a union representative to meet with the employees and provide them with the following union information:
- 1) a membership application card,
 - 2) a copy of the current collective agreement,
 - 3) a copy of a Union leaflet that shall contain other pertinent Union data such as names of officers, stewards and phone numbers

- 6.04 During January of every year, ENMAX will provide the Union with all the names and seniority dates of all bargaining unit members. This list shall also contain a section delineating those bargaining unit members who retired during the previous year. This list will be forwarded to the Union in an electronic format or as otherwise agreed to by the Employer and Union.

7.0 Employees

7.01 Probationary Employee

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

7.02 Permanent Employee

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

7.03 Temporary Employee

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

7.04 On-Call Employee

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

7.05 Full Time Employee

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

7.06 Part Time Employee

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

7.07 Seniority and Service

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

7.08 Benefits

- All Employees who average twenty (20) scheduled hours per week or more, will be eligible for benefits as defined by the Your Plan Benefits Plan agreement.
- Full Time Employees will be entitled to vacation and service pay as outlined in this agreement.

- Part time Employees are entitled to vacation and service pay on a pro-rated basis. To determine the pro-ration, Employees will be credited with continuous service from their most recent date of hire. The pro-ration of their entitlements will then be based on the hours worked in the previous year.

7.09 Probationary Period

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

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

7.10 Temporary Positions Reviews

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

8.0 Grievance Procedure

- 8.01 A grievance shall be defined as any difference between the parties to or bound by this agreement concerning its interpretation, application, administration or any alleged violation of this agreement.
- 8.02 No grievance shall be considered except under the terms of the following procedure.
- 8.03 All grievances submitted in writing shall be in a form satisfactory to the Union and the Employer, and copies at all steps shall be sent to the Human Resources Director, or designate. Employer replies to grievances at all steps shall be sent to the grievor and the Union.
- 8.04 All person(s) aggrieved shall have the right to be present at all steps of the grievance procedure.
- 8.05 No grievance shall be considered where circumstances giving rise to the grievance should reasonably have been known to the employee more than ten (10) working days prior to the first filing of the grievance.
- 8.06 For the submission of grievances as provided herein, "working days" shall be considered as the days in which ENMAX's offices are open to the public for the transaction of regular business.
- 8.07 When a dispute involving a question of general application or interpretation of this agreement occurs, or where the Union has a grievance, Step One and Two of the grievance procedure may be by-passed.

- a) Failure by the Employer to abide by the specified time limits shall result in the decision being deemed to be negative and the Union may submit the grievance to the next step.
- b) Failure by the Union to process the grievance in the specified time limits shall result in the grievance being automatically deemed abandoned.
- c) Any extensions to the time limits contained herein must be expressly granted in writing by the non-requesting party.

8.08 The aggrieved employee (or group of employees) shall have the case presented by the Business Agent, Union Representative, Shop Steward or Executive Officer of Local 38. At the Informal Discussion Stage and Step One only, the employee(s) may present the case personally.

8.09 **Grievance Steps**

Grievances shall be dealt with progressively in the following manner:

Informal Discussion

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

Step One

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

Step Two

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

Step Three

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

Step Four

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

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

9.0 Arbitration

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

10.0 Standard Hours of Work

- 10.01 Regular hours of work will total forty (40) hours per week.
- 10.02 Standard hours of work are from 7:00 a.m. to 5:00 p.m. Employees will work their eight (8) hours within this range. Start and finish times are subject to operational requirements and will be scheduled by Management by giving consideration to employees' personal requirements.
- 10.03 Employees will work eight (8) hours per day Monday through Friday and will be entitled to one (1) flex day per month. Employees may save a maximum of three (3) flex days at any one time. Employees receiving flex days pursuant to this clause will be paid for seventy six point three (76.3) hours bi-weekly in recognition of those days off. In the event that the employee has already accumulated three (3) flex days and is unable to take a flex day in any given

month, they will receive eight (8) hours at double (2X) time in lieu of their flex day.

10.04 Employees are entitled to a one (1) hour unpaid lunch break. If mutually agreed by management and the employee, the lunch break may be reduced to one-half (1/2) hour, and start/stop time will be adjusted accordingly.

10.05 Saturday and Sunday Shifts Employees whose regular work day includes work for Saturday and/or Sunday shall be paid one (1) hour's pay for Saturday and/or Sunday so worked.

10.06 Shift Work

Employees covered by this agreement shall receive a shift differential of \$0.70 per hour for all hours that are worked between 5:00 p.m. and 7:00 a.m. When fifty percent (50%) or more of a shift falls within these hours, the shift premium will be paid for all hours of the shift.

10.07 Rest Periods

Employees who work five (5) hours or less shall be entitled to one (1) fifteen (15) minute break.

Employees who work more that five (5) hours shall be entitled to two (2) fifteen (15) minute breaks.

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

11.0 Work Schedules

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

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

12.0 Compensating Time Off

12.01 Certain positions are recognized as not conforming to the standard daily hours. These positions may work hours other than the standard daily hours, but shall not exceed forty (40) hours per week, Monday to Friday inclusive. Any employees in said positions who work in excess of forty hours per week shall receive

compensating time off at a rate of double (X2) time off for each hour worked in excess of forty (40) hours. If an employee is required to work during the weekend (Saturday/Sunday) the employee shall have the right to take compensating time off or be paid the prevailing overtime rate. Methods of compensation for weekend work shall be arranged by the employee with the supervisor in charge prior to working the extra time and shall be approved in writing by a supervisor so authorized.

13.0 Overtime – Hourly and Monthly Employees

- 13.01 Overtime shall be calculated on the basis of double (X2) time for hours in excess of the normal daily hours, for hours worked on regular days off and emergency calls. Overtime calculations shall be based on regular list pay and shall not include shift differential or any other premiums. Management will only direct overtime to be worked where the work is required to be performed to meet operational deadlines. Overtime will only be paid where the manager provides prior explicit authorization for the employee to work overtime.
- 13.02 Overtime for salary-rated employees shall be calculated on the basis of the regular working hours.
- 13.03 Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate. The employee must designate at the time of work, their choice of cash payment or lieu time. The banking of time off in lieu of overtime shall be limited to a maximum of one hundred and sixty (160) hours at their regular rate of pay. The taking of lieu time off to be mutually agreed between the employee and management. Any overtime accumulated by an employee and not taken as time off prior to December 31st of each year shall be paid out, however any overtime accumulated during the month of December can be carried over into the following year.
- 13.04 In the giving out of overtime, ENMAX agrees that such overtime will be distributed as equally as possible among members of the work group or sub-department concerned.
- 13.05 On-call and part-time employees will be eligible for overtime when working in excess of eight (8) hours in a day or forty (40) hours in a week or the daily and weekly hours of work as determined for the work area. These employees are not eligible for flex days, however, should these employees work in excess of one hundred and fifty-two point six (152.6) hours at straight time over two (2) consecutive pay periods they will be eligible for overtime for all hours in excess of one hundred and fifty-two point six (152.6).

