

**2012 to 2015**

**Collective Agreement**

This Agreement made this May 13, 2013 A.D.

Between

**EPCOR Utilities Inc.**

(Hereinafter referred to as the "COMPANY")



And

**The Canadian Union of Public Employees, Local 37**

(Hereinafter referred to as the "Union")



## Table of Contents

Errors and Omissions .....	3
Article 1 – Preamble.....	4
Article 2 – Recognition .....	4
Article 3 – Management Rights .....	4
Article 4 – Discrimination .....	5
Article 5 – Dues Deduction.....	5
Article 6 – No Strikes, No Lockouts.....	5
Article 7 – Term of Agreement .....	6
Article 8 – Probation.....	6
Article 9 – Union Activity On Company’s Premises .....	7
Article 10 – Personal and Individual Responsibility .....	7
Article 11 – Seniority .....	7
Article 12 – WORKING CONDITIONS .....	8
Hours of Work.....	8
Overtime Work.....	8
Lunch Period.....	8
Rest Periods .....	8
Shift Differential .....	8
Weekend Work Premium .....	8
Call Out.....	9
Shift Schedules.....	9
On Call Rotation and Standby Pay.....	9
Banked Time.....	9
Article 13 – Annual Vacations .....	10
Article 14 – Statutory Holidays .....	10
Article 15 – Medical Examinations .....	11
Article 16 – Grievance Procedure .....	11
Article 17 – Shop Stewards.....	13
Article 18 – Promotions, Layoffs .....	13
Article 19 – Leave of Absence Without Pay .....	14
General Leaves of Absence Without Pay.....	14
Maternity and Parental Leave .....	14
Leave for Union Business .....	14
Article 20 – Leave of Absence With Pay .....	15
Bereavement Leave.....	15
Medical / Dental Leave .....	16
Leave With Pay for Collective Bargaining .....	16
Article 21 – Benefits .....	16

Article 22 – Job Training .....	17
Article 23 – Safety Boot Subsidy .....	17
Article 24 – Safety .....	18
APPENDICES .....	20
APPENDIX I – SCHEDULE OF WAGES .....	21
APPENDIX I – NOTES .....	23
Note #1: Water Operator Classifications (Class Codes 7000, 7001, 7010).....	23
Note #2: Operator (Non-Certified – 0 Points) .....	24
Note #3: Water Utility Worker Progression (Class Code 7005).....	24
Note #4: Utility Operator Progression (Class Code 7006) .....	24
Note #5: Journeyman (Class Code 7008/7012) .....	24
Note #6: Student (Class Code 7009).....	24
APPENDIX II – PROTECTIVE CLOTHING .....	25
LETTERS OF UNDERSTANDING .....	26
Letter of Understanding #1: Contracting Out .....	27
Letter of Understanding #2: Out of Town Work .....	27
Letter of Understanding #3: New Business Development.....	29
Letter of Understanding #4: Alternate Hours of Work .....	29
Letter of Understanding #5: Canmore Housing Allowance .....	30
Letter of Understanding #6: Out of Town – Travel Time .....	30
Letter of Understanding #7: Recruitment and Vacation Entitlement .....	31
Letter of Understanding #8: Position Descriptions .....	31
Letter of Understanding #9: Short Term Incentive Program (STIP) .....	31
Letter of Understanding #10: Signing Bonus .....	32
Letter of Understanding #11: Direct Responsibility Charge .....	32
AIDS-TO-APPLICATION .....	35
Aid to Application #1: Minimum Call Out .....	36
Aid to Application #2: Christmas Floater – Sandwich Day .....	37
Aid to Application #3: Employees Working In Other Jurisdictions.....	38
Aid To Application #4: Annual Vacation .....	39
Aid To Application #5: Incapacitated Employees – Attendance And Return To Work Management .....	40

## **Errors and Omissions**

The Company and the Union agree that this document shall accurately reflect all items agreed to during collective bargaining. However, any errors or omissions that may be found in this Agreement shall be rectified as soon as possible based on mutual agreement between the parties.

## Article 1 – Preamble

- 1.01. The general purpose of this Agreement entered into by collective bargaining is to maintain a sound and satisfactory relationship between the Company and its employees, and to establish the necessary procedures and provisions to assist both the Company and the Union in accomplishing these objectives.
- 1.02. In this Agreement (unless otherwise indicated in the context), all words in the singular shall include the plural and all words in the plural shall include the singular; words of masculine gender shall include the feminine.

## Article 2 – Recognition

- 2.01. The Company recognizes the Union as the certified bargaining agent pursuant to Certificate #255-2000 issued by the Alberta Labour Relations Board for a unit comprising “All employees in the Canmore water and wastewater utility services except office and clerical personnel.”.
- 2.02. The Company reserves the right to establish the number of employees required in each classification of employment.
- 2.03. Students employed on a temporary basis during school vacation periods for a period not exceeding five (5) months, shall be covered by the terms and conditions of this Agreement.
- Such employees shall not displace regular employees nor will they be retained in or granted work in preference to regular employees who normally perform the work.

## Article 3 – Management Rights

- 3.01. The Union recognizes that the Company shall have the sole and exclusive right, except as otherwise specifically limited by the express provisions of this Collective Agreement, to determine all matters pertaining to the conduct of its' management of the Company and its' affairs, and that the direction of the working forces is fixed exclusively with the Company and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Company to:
1. Maintain order and efficiency;
  2. Hire, retire, discharge, promote, demote, classify, transfer, lay off, recall, suspend or otherwise discipline employees;
  3. Make and enforce and alter from time to time rules and regulations to be observed by the employees.
- 3.02. **Discipline Record**
- (a) Past disciplinary notices shall 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 employee may request that such disciplinary notices 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.

- (b) In disciplinary actions involving serious misconduct, resulting in a suspension of three (3) days or more, that are not progressive in nature, are not subject to removal in accordance with Article 3.02 and will remain on the employee's Personnel file when they are imposed for one of the following reasons:
- Workplace Violence;
  - Criminal Activity;
  - Personal/Psychological, Discriminatory or Sexual harassment; and,
  - Inappropriate use of EPCOR Assets and Resources (including EPCOR's name or brand, computers and electronic resources and intranet, internet and e-mail).
- (c) The Company shall endeavour to apply discipline consistently and fairly to all employees covered by this collective bargaining agreement.
- (d) The Union recognizes the right of the Company to discipline employees for just cause.
- (e) The employer will make available at the employees discretion, Union representation when any discipline will be given.

## **Article 4 – Discrimination**

- 4.01. Neither the Company nor the Union will discriminate in any manner against any employee because of race, religion, sex, creed, colour, national origin, membership or non-membership in the Union.
- 4.02. The Union and the Company will make every reasonable effort to ensure that employees are able to work in an environment free of harassment.

## **Article 5 – Dues Deduction**

- 5.01. Monthly Union dues of CUPE Local 37 shall be deducted from all members of CUPE Local 37 and forwarded to the Secretary-Treasurer of CUPE Local 37 by the 15<sup>th</sup> day of the following month.
- 5.02. Union dues deduction shall be included on employees' T-4 slips.

## **Article 6 – No Strikes, No Lockouts**

- 6.01. The parties agree that there shall be no strike or lockout while this Agreement is in force.

The Company agrees that it will not cause or direct any lockout of its employees for the duration of this Collective Agreement. The Union agrees that neither it, nor its' representatives will, during the term of this Collective Agreement, authorize, call, cause, condone, or take part in any strike, picketing, sit-down, stand-in, slow-down or curtailment or restriction of production or interference with work in or about the Company's plant or premises for the duration of this Collective Agreement, otherwise they shall be subject to discipline or discharge. The term "slow-down" shall mean wilful restriction or reduction of production by an employee which is within such employee's reasonable control.

- 6.02. It is the intention of the parties that during the life of this Collective Agreement all disputes as to the meaning and application of this Agreement shall be handled in accordance with the provisions of the Grievance Procedure of this Collective Agreement.

## Article 7 – Term of Agreement

- 7.01. This Collective Agreement shall be in effect from **December 16, 2012 to December 26, 2015** and from year to year thereafter unless notice to bargain in writing is served by either party upon the other not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the expiration or next anniversary date thereafter to this Collective Agreement. All items shall come into force and effect on the above specified date unless otherwise specified in this Agreement.

## Article 8 – Probation

- 8.01. All new employees hired for a permanent position shall be considered to be on probation for six (6) calendar months from the date of hire.

The Company shall issue the probationary employee a written performance appraisal upon the completion of each three (3) months of this probationary period.

During the first three (3) months of this probationary period, a probationary employee may be terminated if, in the opinion of the Company, the performance of the probationary employee is not suitable. This probationary employee shall not have access to the grievance procedure. After the first three (3) months of this probationary period, a probationary employee may be terminated if, in the opinion of the Company, the performance of the probationary employee is not suitable. This probationary employee shall have access to the grievance procedure up to and including Step 2 – Consultation.

The Company may request, in writing to the Union, with a copy to the employee, that an employee's probationary period be extended. The Company shall indicate the extenuating reasons and proposed extension period. The Union may agree to the Company's request.

## **Article 9 – Union Activity On Company’s Premises**

- 9.01. Upon approval of the appropriate Site Manager or their designate, representatives of the Union shall be allowed access to areas where employees within the scope of this Agreement are working, provided said representatives inform the appropriate Site Manager or their designate of their reason for access and such access does not interfere with the regular operation of the Company.

## **Article 10 – Personal and Individual Responsibility**

- 10.01. (a) If illness or a family emergency makes it impossible for an employee to report to work, he must notify his Supervisor as far in advance as possible, but not later than the commencement of his scheduled shift. Notification to the Company must be in accordance with the call in procedures.
- (b) Absence in excess of three (3) days without prior notice satisfactory to the Company is deemed to be voluntary resignation, except this shall be extended for five (5) days in the event that it is not possible for the employee to contact the Company.
- (c) Failure to report to work within four (4) days of being notified during recall from lay-off without notice satisfactory to the Company is deemed to be voluntary resignation.

## **Article 11 – Seniority**

- 11.01. (a) Seniority shall be based on the length of continuous service an employee has been on the payroll, subject to Section (b) of this Article.
- (b) An employee shall lose all seniority rights for any one or more of the following reasons:
1. Voluntary resignation;
  2. Discharge for just cause;
  3. Failure to return to work after lay-off;
  4. Lay-offs for more than twelve (12) months;
  5. Absence without leave in excess of three (3) days without notice satisfactory to the Company;
  6. Retirement.
  7. Appointment to a position outside the scope of this agreement, for a period of more than twelve (12) consecutive months, unless otherwise mutually agreed by the Union and the Company.
- (c) While a permanent CUPE 37 member assumes the responsibilities of a permanent position outside the scope of this agreement, they will be notified by the Company in writing that they are required to pay Union dues in order to retain their reversion rights for up to the twelve (12) month period of time.

- (d) A list showing seniority of employees shall be furnished once annually by the Company to the Union.

## **Article 12 – WORKING CONDITIONS**

### **12.01. Hours of Work**

The normal hours of work for employees shall be from 7:00 A.M. to 6:00 P.M. to a maximum of eight (8) hours per day and forty (40) hours per week.

### **12.02. Overtime Work**

All hours worked in excess of the daily or weekly maximum will be overtime and paid for at the rate of two (2) times the regular rate of pay.

### **12.03. Lunch Period**

As the operational requirements permit, the Company will give employees an unpaid lunch period. Such lunch period will not exceed (½) half hour in duration.

### **12.04. Rest Periods**

The Company agrees to grant two (2) fifteen (15) minute coffee breaks, one within the first four (4) hours of the shift and one within the second four (4) hours of the shift.

Upon approval by the Company and a minimum of one day notice, in lieu of coffee breaks the Company agrees that the normal work day shall be seven and one-half (7.5) hours long; and that the employees shall be paid for an eight (8) hour day. The extra half-hour shall be given as paid leave at the end of the seven and a half (7.5) hour shift.

### **12.05. Shift Differential**

Those employees who work a scheduled shift, one-half (1/2) or more of which falls between 16:00 and 08:00 hours (4:00 p.m. - 8:00 a.m.) shall receive a shift differential of two dollars (\$2.00) per hour for said shift. An employee shall not be eligible for shift differential for hours worked at premium rates, except that employees shall be eligible for shift differential for applicable shifts worked on statutory holidays.

### **12.06. Weekend Work Premium**

An employee who works a scheduled shift, the major portion of which falls on a Saturday and/or on a Sunday, shall be paid at two dollars (\$2.00) per hour for said shift, provided that said Saturday or Sunday does not constitute one of his off days, a recognized statutory holiday, or an overtime shift.



12.07. **Call Out**

An employee who is called in and reports to work shall be paid a minimum of three (3) hours at the overtime rate.

12.08. **Shift Schedules**

Except in the case of fire, flood, sewer problems, water problems, storms and such other emergency work and where practical, the hours and days of work of each employee shall be posted one (1) week in advance.

12.09. **On Call Rotation and Standby Pay**

The Company shall implement an "On Call Rotation System" which means that the employee with the least number of overtime hours will be given first opportunity for "call in," provided they are properly qualified to perform the work.

Upon an initial call, there will be a response time of thirty (30) minutes, to report to the shop or plant.

In recognizing that there be equal opportunity provided for overtime and "on call assignments", the Company shall determine when "on call assignments" are required. "On call assignments" shall mean the employee given the responsibility to record the calls and dispatch for "call in".

Employees held on standby as part of the "On Call Rotation System" shall be paid for standby service on the following basis:

Evening to morning for scheduled days of work – the equivalent of one (1) hour of regular pay for each "On Call Assignment".

Statutory Holidays and Off Days/**Weekends** – the equivalent of **two and a half (2.5)** hours regular pay per twenty four (24) hour period of standby service.

Should an employee be called in to work, the provisions of Article 12.02 shall take effect.

12.10. **Banked Time**

An employee may take time off in lieu of overtime pay or pay for work on statutory holidays. Such time off shall normally be scheduled upon mutual agreement of the employee and the Company. However, it is solely within the discretion of management to determine whether an employee can be scheduled off on banked time.

On or before the second pay day of November each year, an employee's banked time shall not exceed the time equivalent of forty (40) hours. Amounts in excess of forty (40) hours shall be paid to the employee. Under extenuating circumstances, an employee may request the Company not to pay all of this excess banked overtime. Such requests will be in writing, describing the extenuating circumstances and the time equivalent the employee wishes to retain in their bank. The Company will provide a written response to such requests. In the event that such request is not approved by the Company, any banked hours in excess of forty (40) hours will be paid out.

## Article 13 – Annual Vacations

- 13.01. (a) A permanent employee shall be entitled to an annual vacation with pay in accordance with the following schedule:
- three (3) weeks in the first (1<sup>st</sup>) year;
  - four (4) weeks in the seventh (7<sup>th</sup>) year;
  - five (5) weeks in the sixteenth (16<sup>th</sup>) year;
  - six (6) weeks in the twenty second (22<sup>nd</sup>) year.
- (b) The Company will develop and post the annual “On Call Rotation” schedule on or before January 31<sup>st</sup> of each year.

It is understood between the parties that the “On Call Rotation” schedule is subject to change based on operational requirements and staff resources.

- (c) The annual vacation with pay for an employee’s initial partial year with the Company shall be a pro-rated amount based on the employee’s start date to December 31<sup>st</sup> of that initial partial year. Then January 1<sup>st</sup> shall be the vacation anniversary date thereafter.

All vacation requests from employees must be submitted to the Company by the end of February in each year.

The Company will consider all submitted vacation requests; and post an approved vacation schedule, by the end of March in each year.

Subject to the Company’s 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.

- 13.02. The Annual Vacation Leave for temporary employees shall be paid out bi-weekly based on a percentage of the employee’s straight time pay for that pay period as follows: from the date of hire / entry – six percent (6%) of straight time bi-weekly pay.

## Article 14 – Statutory Holidays

- 14.01. (a) The following days shall be recognized as statutory holidays for the purpose of this Agreement, and all permanent, temporary and probationary employees shall be entitled to the holidays specified, provided they meet the terms and conditions set out in this section.

New Year's Day, Alberta Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day (July 01), First Monday in August, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day (December 26), and any other day declared or proclaimed by the Federal or Provincial Governments or which the Company allows the employees as a whole.

New Year's Day	First Monday in August
Alberta Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 01)	Boxing Day (December 26)

- (b) Employees shall receive eight (8) hours pay at their regular rate of pay for each holiday listed in subsection (a).
- (c) In the event any of the above-named holidays fall during an employee's annual vacation he shall be paid for the statutory holiday at his regular rate of pay and no vacation time will be removed from the annual entitlement.
- (d) Employees absent from duty, for other than leave of absence authorized by the Company or other than illness, on the day before and/or the day immediately following the holiday shall not be paid for the holiday. The employee shall produce a doctor's certificate satisfactory to the Company concerning such absence because of illness.
- (e) In those years when a Monday or Friday is "sandwiched" between Christmas/Boxing Day and a weekend, that Monday or Friday shall be considered as a paid holiday.

## Article 15 – Medical Examinations

- 15.01. The Company has the right to require an employee to take a medical examination by the Company's doctor when it considers such examinations necessary.
- 15.02. A Doctor's certificate may be required for any absence; but must be requested by the Company prior to returning to work.

## Article 16 – Grievance Procedure

- 16.01. (a) A "grievance" is any issue or workplace problem concerning the interpretation, application, operation or alleged violation of this agreement, including any question as to whether the issue is subject to arbitration.
- (b) A "dispute" is any workplace problem, disagreement or difference involving employees, the Union or Company representatives. In the event that a dispute occurs between the Company and the Union and/or one or more employees of the bargaining unit regarding the interpretation, application or violation of this Collective Agreement, the following procedure of settlement shall be followed:

### **Step 1 – Problem Solving**

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.

The employee or employees concerned shall first seek to solve the problem/settle the dispute in discussions with the Canmore Site Manager.

Problem-Solving may continue as long as the participants are mutually satisfied that progress is being made. Should the Problem Solving step foresee ably extend beyond seven (7) working days from the date the alleged cause of complaint occurs, a Union representative shall notify the Canmore Site Manager in writing to continue the Problem Solving step.

The employee(s), Union or Company may conclude Problem-Solving at any time by notice to the other party(ies).

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.

### **Step 2 – Consultation**

If the dispute is not resolved satisfactorily in Step 1, it then becomes a grievance to be complied within the meaning of Article 16.01 (a).

The written grievance shall then be submitted to the Manager responsible for Southern Alberta Operations within seven (7) working days of the date the alleged cause of complaint occurred or the conclusion of Problem Solving step. Any grievance not presented within seven (7) working days from the date the alleged cause of complaint occurs or the conclusion of the Problem Solving step is abandoned and without recourse.

Once initiated, a representative of Human Resources or EPCOR Water Services shall schedule a meeting of the people who are essential to resolving the dispute. The meeting may be facilitated by a Human Resources representative, the appropriate management supervisor and/or the Union representative, or another person acceptable to the parties.

The Manager responsible for Southern Alberta Operations will then provide a written decision to the Union with an e-mailed copy to the grievor(s) within seven (7) working days of the receipt of the written grievance or the conclusion of the Consultation step.

### **Step 3 – Formal Review**

If a satisfactory settlement is not reached in the Consultation step, then it may be referred in writing to the Manager responsible for Labour Relations providing this

is done within seven (7) working days after receipt of the Manager responsible for Southern Alberta Operations written response in Step 2 - Consultation.

#### **Step 4 – Arbitration**

If a satisfactory settlement is not reached in the third step the Union may then submit the grievance to arbitration within seven (7) working days after receipt of the written response from the Manager responsible for Labour Relations in Step 3 – Formal Review.

- (c) A grievance arising from the application, operation or alleged violation of this Agreement which directly affects more than one employee in the bargaining unit, affects the entire bargaining unit and / or is of a policy nature shall be initiated in writing with the Manager responsible for Labour Relations or his designate at Step 3 – Formal Review and will be referred to as a Policy grievance. The complaint giving rise to the policy grievance shall be investigated by the Union. After it is determined that the complaint is just, the Union shall submit the Policy grievance within seven (7) working days from the date the incident or when the grievance reasonably came to the attention of the Union. This written Policy grievance shall be forwarded to the Manager responsible for Labour Relations 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 Manager responsible for Labour Relations, the procedures and time limits outlined in Article 17.01 and the subsequent clauses in the grievance procedure shall apply.
- (d) In the event that the grievor(s) fail to process the grievance within the time limits established in this Article, the grievor(s) shall be deemed to have conceded the grievance in favour of the other party.

**16.02.** Time limits in the grievance procedure may be extended in writing by mutual agreement between the Company and the Union.

### **Article 17 – Shop Stewards**

**17.01.** The Company will recognize the Shop Steward provided he is an employee.

**17.02.** The Union acknowledges that the Shop Steward has his regular work to perform as an employee of the Company and it is therefore agreed that he shall not take leave of his work to investigate or process a grievance or undertake any other Union business on the Company's premises during working hours without the prior consent of the Canmore Site Manager or their designate.

### **Article 18 – Promotions, Layoffs**

**18.01.** In laying off, recalling and promoting employees, the Company will take into consideration the required knowledge, qualifications and skills (behavioural and technical) of the employees to perform the available work and where these factors are equal as between two or more employees, the employee with greater seniority will be given preference.

- 18.02.** When a vacancy occurs or a new position is created, the Company has the right to immediately fill the position temporarily and shall thereafter post notice of the position for five working days.
- 18.03.** Should the Company contemplate not filling a vacancy, the matter shall be discussed by the Company and the Union within ninety (90) calendar days of the vacancy occurring. This clause shall not apply to temporary positions.
- 18.04.** **Trial Period**  
 The successful applicant shall be notified within one month following the end of the posting period. He shall be given a trial period of **three (3)** months, during which time he will receive the necessary training for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of **three (3)** months. In the event the successful applicant proves unsatisfactory in the position during the trial period, **the Company and the Union shall agree to extend the trial period for an additional one (1) month. This will also apply** if the employee is unable or unwilling to continue to perform the duties of the new job classification **and** he shall be returned to his former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.

## **Article 19 – Leave of Absence Without Pay**

- 19.01.01.** **General Leaves of Absence Without Pay**  
 Except as provided in Article 20.03, leave of absence will be granted only based on operational requirements and the period of absence not to exceed three (3) months.
- 19.01.02** The employee must give sufficient and reasonable notice in writing when requesting same and such request must be approved by the Canmore Site Manager.
- 19.02.** **Maternity and Parental Leave**  
 Requests for Maternity and/or Parental leaves shall be considered and granted by the Company, for eligible employees, consistent with EPCOR policies and existing legislation.
- 19.03.** **Leave for Union Business**  
 Insofar as the efficient operation of the Company permits, an employee elected as a delegate to Union Conventions, seminars or training sessions may be granted leave of absence without pay, such approval not to be unreasonably withheld.

## Article 20 – Leave of Absence With Pay

### 20.01.01

#### **Bereavement Leave**

A permanent employee shall be granted time off with pay, at the regular rate of pay, for the position to which such employee is permanently appointed or serving a required trial term thereof, for the purpose of making arrangements for, or attending, a funeral in accordance with the following:

#### **Close Family Members:**

**For the death of the employee's spouse, parent, or child, the employee is eligible for up to five (5) regularly scheduled consecutive work days.**

#### **Other Family Members:**

**For other members of the employee's immediate family, including 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 dependant of the employee, the employee is eligible for up to three (3) regularly scheduled consecutive work days.**

#### **Distant Relations:**

**The employee is eligible for ½ day leave with pay to attend funeral services of someone related more distantly than those identified above. If an employee requires additional time due to extenuating circumstances, the leave can be extended (upon manager approval) up to one (1) day.**

#### **Additional Time Off:**

**If an employee requires additional time away from work that is not covered by Bereavement Leave, they may use vacation or personal leave days or request time away as a leave without pay with manager approval.**

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

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

**20.01.04.** A permanent employee on leave of absence other than annual vacation leave shall not be eligible for bereavement leave.

20.02.

**Medical / Dental Leave**

A permanent or probationary employee who is required to arrange a medical or dental appointment during working hours shall be allowed to meet such appointment on Company time and without loss of pay, provided that they are not absent from work for a maximum of three (3) hours. Such employee shall not be obliged to make up the time spent away from work to keep the appointment.

Employees are encouraged to schedule such appointments at the start or end of their shift. An employee whose absence exceeds three (3) hours for a medical or dental appointment may use banked overtime, vacation credits, short term disability benefits (where applicable and authorized), or such other arrangement mutually agreed to by the employee and their immediate supervisor and signed-off by their management supervisor, to avoid a loss of pay for the period in excess of three (3) hours.

20.03.

**Leave With Pay for Collective Bargaining**

An accredited representative to the negotiating committee for the Union, shall be granted leave, at the regular rate of pay by the Company, for the purpose of attending joint collective bargaining, conciliation or mediation meetings in the establishment of a new Collective Agreement. It is understood that no more than one (1) employee from the Union will be granted leave with pay for up to six (6) days or up to forty-eight (48) hours, for the purpose of attending said meetings on behalf of the Union. EPCOR will be advised in writing of the name via notice to commence collective bargaining.

Notwithstanding the above, should the Union wish to add one (1) employee to its bargaining committee, it will be at the expense of the Union.

**Article 21 – Benefits**

21.01. The Company shall provide flexible Health and Welfare Benefits, to all permanent employees subject to the terms and conditions of the applicable contracts, the EPCOR Advantage Benefits Plan (as amended from time to time), and/or government regulations. These Health and Welfare Benefits shall include options regarding Dental Care, Extended Health Care, Out of Province/Out of Country Emergency Medical Care, Life Insurance (employee, spouse, dependents), Long Term Disability and a Health Spending Account. On an annual basis, the Company shall provide a minimum of one thousand (1,000) dollars of flex credits to each employee in order that they can make benefit coverage choices to suit their benefit needs. The premiums cost share on an Essentials-level basis as indicated for permanent employees shall be:



<u>Benefit</u>	<u>Company Premium</u>	<u>Employee Premium</u>
Dental Care (Essentials)	100%	0%
Extended Health Care (Essentials)	100%	0%
Out of Province/Out of Country Emergency Medical Care	100%	0%
Life Insurance (Basic Essentials)	100%	0%
Long Term Disability (Essentials)	100%	0%
Health Spending Account (Optional)	* Amount as allocated by the employee from their flex credits	0%

21.02. The Company shall pay fifty percent (50%) and the employee shall pay fifty percent (50%) of the applicable single or family premiums for Alberta Health Care.

The Company shall provide a Short Term Disability Plan in accordance with the EPCOR Advantage Benefits Plan (as amended from time to time) as well as Leave for Personal and Family Related Responsibility as per Company Policy.

21.03. The Company acknowledges that all eligible employees shall participate in the Local Authorities Pension Plan, or any successor plan developed by the Company, in accordance with the terms and conditions of the Local Authorities Pension Plan Act of Alberta and/or the regulations thereto, or the terms and conditions of the successor plan.

21.04. During the term of the Collective Agreement, and with input from the Union, the Company may seek benefits coverage with a different carrier.

## Article 22 – Job Training

22.01. There is a shared commitment to Training and Career Development by the Company and employees covered by this Agreement. Training and Career Development are both employee and Company initiated and supported as such. Educational funding for employees shall be governed by the Company's policy on Employee Training and Career Development.

## Article 23 – Safety Boot Subsidy

23.01. Where the conditions of employment demand or require the use of CSA approved safety boots or shoes, employees shall receive a subsidy every **two (2)** years. The Safety Boot Subsidy includes the following:

- An employee who is authorized to purchase a pair of summer **or winter** safety boots, to a maximum **subsidy** of three hundred (\$300) dollars
- One hundred percent (100%) of the cost of boot liners or insoles to a **two (2)** year maximum of sixty dollars (\$60.00).
- One hundred percent (100%) of the cost of boot resoling or repairs to a **two (2)** year maximum of fifty dollars (\$50.00).

Eligibility for the Safety Boot Subsidy is on the following basis:

- Operational requirements must justify all safety boot purchases. Boot repairs and subsequent purchases within **two (2)** years from the original purchase date must be justified by fair wear and tear and/or just cause.
- A new employee who is required to purchase Safety Boots prior to commencing their employment with EPCOR can submit their original receipt from their Safety Boot purchase to their management supervisor. After the new employee has completed thirty (30) days of continuous employment with the Company they will be eligible to receive reimbursement as outlined in this article.
- An original receipt detailing the safety boot purchase or repair must be provided for reimbursement.

It is understood that the management supervisor is responsible to review and approve all requests for Safety Boot Subsidy, liners, insoles and boot repairs.

## **Article 24 – Safety**

- 24.01. The Company and the Union recognize that the provision of a safe work environment is a shared responsibility and that, as a condition of employment, all employees, both Union and Management, are expected to conduct their daily tasks in a manner that is consistent with the philosophy and objectives of the Safety Policy. To this end, the Company and the Union shall work together in perfecting regulations which will provide the protection necessary to eliminate injuries.
- 24.02. All employees are OBLIGATED to comply with regulations, EPCOR standards, site procedures, **and EPCOR's Life Saving Rules**. It is the RESPONSIBILITY of every employee to know the health and safety information relevant to their work and to actively participate in safe work planning and hazard controls. All Management, Lead hands, Supervisors and Site Managers are ACCOUNTABLE for the safety and health of personnel for whom they are responsible and are OBLIGATED to provide the necessary resources to accomplish these goals.
- 24.03. No employee shall operate any tool, appliance or equipment that will cause to exist an imminent danger or carry out any work where there exists or will cause to exist an imminent danger to the health and safety of that employee, another employee or member of the public.

- 24.04. An employee shall not be required to perform any task with which cannot be accomplished without violation of safety practices or regulations of the Occupational Health and Safety Act and such refusal shall not be the basis for disciplinary or discriminatory action.
- 24.05. Employees are REQUIRED to report any unsafe conditions to their Management Supervisor, Lead Hand or the appropriate safety representative. If the unsafe condition is not corrected, then the employee WILL bring the unsafe condition to the attention of the Union.
- 24.06. The Company agrees to conduct regular safety meetings with all employees. There will also be a report or update regarding safety items at the regularly scheduled Union/Management Meetings.
- \*24.07. **The Company and the union will work together to ensure the current practice around managing employee fatigue continue, and is managed in accordance with Company and site fatigue procedures.**

# APPENDICES

---

TO THE **2012 to 2015**

COLLECTIVE AGREEMENT

-between-

EPCOR UTILITIES INC.

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 37

APPENDIX I – SCHEDULE OF WAGES .....	21
• Year 1 Schedule of Wages (Hourly): apply a general increase of two point seven five percent (2.75%) Effective December 16, 2012 to December 14, 2013	
• Year 2 Schedule of Wages (Hourly): apply a general wage increase of two point five percent (2.5%) Effective December 15, 2013 to December 14, 2014	
• Year 3 Schedule of Wages (Hourly): apply a general wage increase of two point five percent (2.5 %) Effective December 15, 2014 to December 26, 2015	
APPENDIX I – NOTES .....	23
Note #1: Water Operator Classifications (Class Codes 7000, 7001, 7010).....	23
Note #2: Operator (Non-Certified – 0 Points) .....	24
Note #3: Water Utility Worker Progression (Class Code 7005).....	24
Note #4: Utility Operator Progression (Class Code 7006) .....	24
Note #5: Journeyman (Class Code 7008) .....	24
Note #6: Student (Class Code 7009).....	24
APPENDIX II – PROTECTIVE CLOTHING .....	25

The parties agree that Appendices form part of the body of the Collective Agreement. They continue to form part of the Agreement unless one or both parties propose changes or deletions in Collective Bargaining.

## APPENDIX I – SCHEDULE OF WAGES

**Year 1: 2.75% general wage increase  
December 16, 2012 to December 14, 2013**

Class Code	EPCOR Position Title	Points	Rate		
7000	OPERATOR Non-Certified	0 Points	\$28.50		
7001	OPERATOR	1 Point	\$29.06		
		2 Points	\$29.65		
		3 Points	\$30.23		
		4 Points	\$30.84		
		5 Points	\$31.46		
		6 Points	\$32.08		
		7 Points	\$32.74		
		8 Points	\$33.88		
		9 Points	\$35.05		
		10 Points	\$36.28		
		11 Points	\$37.54		
		12 Points	\$38.85		
7010	LEAD HAND OPERATOR	Job Rate	\$40.45		
Class Code	EPCOR Position Title	A-6 mths	B-6 mths	C-6 mths	D-Job Rate
7005	WATER UTILITY WORKER	\$19.94	\$22.81	\$25.65	\$28.50
7006	UTILITY OPERATOR	\$29.74	\$30.32	\$30.92	\$31.54
7007	LEAD HAND UTILITY OPERATOR				\$36.28
7008	JOURNEYMAN				\$44.25
<b>7012</b>	<b>Journeyman (Dual Trade)</b>				\$46.46
7009	STUDENT				\$19.57

**Year 2: 2.5% general wage increase  
December 15, 2013 to December 14, 2013**

Class Code	EPCOR Position Title	Points	Rate
7000	OPERATOR Non-Certified	0 Points	\$29.22
7001	OPERATOR	1 Point	\$29.78
		2 Points	\$30.39
		3 Points	\$30.98
		4 Points	\$31.61
		5 Points	\$32.25
		6 Points	\$32.88
		7 Points	\$33.55
		8 Points	\$34.72

		9 Points	\$35.92		
		10 Points	\$37.19		
		11 Points	\$38.48		
		12 Points	\$39.82		
7010	LEAD HAND OPERATOR	Job Rate	\$41.46		
Class Code	EPCOR Position Title	A-6 mths	B-6 mths	C-6 mths	D-Job Rate
7005	WATER UTILITY WORKER	\$20.44	\$23.38	\$26.29	\$29.21
7006	UTILITY OPERATOR	\$30.48	\$31.08	\$31.69	\$32.33
7007	LEAD HAND UTILITY OPERATOR				\$37.19
7008	JOURNEYMAN				\$45.36
<b>7012</b>	<b>Journeyman (Dual Trade)</b>				\$47.62
7009	STUDENT				\$20.06

**Year 3: 2.5% general wage increase  
December 15, 2014 to December 26, 2015**

Class Code	EPCOR Position Title	Points	Rate		
7000	OPERATOR Non-Certified	0 Points	\$29.95		
7001	OPERATOR	1 Point	\$30.52		
		2 Points	\$31.15		
		3 Points	\$31.75		
		4 Points	\$32.40		
		5 Points	\$33.06		
		6 Points	\$33.70		
		7 Points	\$34.39		
		8 Points	\$35.59		
		9 Points	\$36.82		
		10 Points	\$38.12		
		11 Points	\$39.44		
		12 Points	\$40.82		
7010	LEAD HAND OPERATOR	Job Rate	\$42.50		
Class Code	EPCOR Position Title	A-6 mths	B-6 mths	C-6 mths	D-Job Rate
7005	WATER UTILITY WORKER	\$20.95	\$23.96	\$26.95	\$29.94
7006	UTILITY OPERATOR	\$31.24	\$31.86	\$32.48	\$33.14
7007	LEAD HAND UTILITY OPERATOR				\$38.12
7008	JOURNEYMAN				\$46.49
<b>7012</b>	<b>Journeyman (Dual Trade)</b>				\$48.81
7009	STUDENT				\$20.56

## APPENDIX I – NOTES

### 2012-2015

The following matrix of classifications and respective point requirements shall be used to determine each employee's position classification. The **Company's** intention is to train employees to encourage multi-skilling and cross-functional competencies. The goal being to have a more diversified and qualified workforce.

<b>Class Code</b>	<b>EPCOR Job Title</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
7000	OPERATOR Non-Certified (0 pts)				0 points
7001	OPERATOR (1-4pts)	1 point	2 points	3 points	4 points
7001	OPERATOR (5-8 pts)	5 points	6 points	7 points	8 points
7001	OPERATOR (9-12 pts)	9 points	10 points	11 points	12 points
7010	LEAD HAND OPERATOR				Job Rate

#### **Note #1: Water Operator Classifications (Class Codes 7000, 7001, 7010)**

Eligible qualifications for points:

- one point for each Alberta Environment Compliance (A.E.C.) Certification operations level (levels I to IV) in each discipline of Water Treatment, Water Distribution, Wastewater Collection and Wastewater Treatment;
- the Company will pay an employee achieving Level 1 A.E.C Certification in each discipline of Water Treatment, Water Distribution, Wastewater Collection and Wastewater Treatment a lump sum of three hundred dollars (\$300.00);
- the Company will pay an employee achieving Level 2 A.E.C Certification in each discipline of Water Treatment, Water Distribution, Wastewater Collection and Wastewater Treatment a lump sum of five hundred dollars (\$500.00);
- the Company will pay an employee achieving the Level 3 A.E.C. Certification in each discipline of Water Treatment, Water Distribution, Wastewater Collection and Wastewater Treatment, a one-time only lump sum payment of one thousand dollars (\$1,000.00);
- the Company will pay an employee achieving the Level 4 A.E.C. Certification in each discipline of Water Treatment, Water Distribution, Wastewater Collection and Wastewater Treatment, a one-time only lump sum payment of one thousand dollars (\$1,000.00);
- one point for each Employer recognized training course as determined by the Employer on a case by case basis.

Employees must be prepared to use all levels of qualification when required by the Employer to do so and must demonstrate use of each qualification during each year.

In accordance with the Alberta Environment Compliance (A.E.C.) Certification process, all employees with A.E.C. Certification will be required to maintain their existing levels of certification in accordance with Alberta Environment's process. If an employee fails to maintain their A.E.C. certifications, the employee's points and pay will be reviewed and adjusted accordingly.

**Note #2: Operator (Non-Certified – 0 Points)**

- Permanent employees hired into the Operator (non-certified) classification will be allowed up to three (3) years to obtain at least four (4) qualification points to continue employment.
- Classification may be used for students within the water and waste water fields of study for work experience / internship programs. Students engaged in these programs will be hired on a temporary basis for the term of their work experience with the intention that they will be returning to school.

<b>Class Code</b>	<b>EPCOR Job Title</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
7005	WATER UTILITY WORKER	6 Months	6 Months	6 Months	Job Rate
7006	UTILITY OPERATOR	6 Months	6 Months	6 Months	Job Rate
7007	LEAD HAND UTILITY OPERATOR				Job Rate
7008	JOURNEYMAN				Job Rate
7012	JOURNEYMAN (Dual Trade				Job Rate
7008	STUDENT				Job Rate

**Note #3: Water Utility Worker Progression (Class Code 7005)**

Employees hired into the Water Utility Worker classification will progress from Step A to Step B after successful completion of six (6) months in the position (or the equivalent of 1040 hours). Progression will continue on this basis until the employee reaches Step D. Placement on Appendix I at this classification will be at the discretion of management following an assessment of the employee's work experience within and outside of the Company.

**Note #4: Utility Operator Progression (Class Code 7006)**

Employees hired into the Utility Operator classification will progress from Step A to Step B after successful completion of six (6) months in the position (or the equivalent of 1040 hours). Progression will continue on this basis until the employee reaches Step D. Placement on Appendix I at this classification will be at the discretion of management following an assessment of the employee's work experience within and outside of the Company.

**Note #5: Journeyman (Class Code 7008/ 7012)**

It is understood, that although this permanent position is based out of Canmore, the successful candidate will be required to perform work out of town at other EPCOR Water Services Inc. operations.

**Note #6: Student (Class Code 7009)**

Students employed during school vacation periods or under the EPCOR Summer Employment Program (SEP) may be engaged in full time temporary work for up to five (5) months.

Positions will be eight (8) hours per day, forty (40) hours per week.

All other terms and conditions for temporary employees, as outlined within this Collective Agreement, will apply.



## **APPENDIX II – PROTECTIVE CLOTHING**

The following items of protective clothing will be provided on an as needed / as required basis and will be replaced when an employee demonstrates fair wear and tear:

- ❖ Ear Protection
- ❖ Safety Glasses
- ❖ Insulated Winter (Safety Toed) Rubber Boots
- ❖ Hard Hats and Liners
- ❖ Rubber Boots
- ❖ Leather Gloves
- ❖ Rubber Gloves
- ❖ Safety Vests
- ❖ Rain Suits
- ❖ Smocks (for Laboratory Work)
- ❖ EPCOR Winter Jacket
- ❖ Summer Coveralls or Summer Bib Overalls
- ❖ Winter Insulated Coveralls

# LETTERS OF UNDERSTANDING

Between

## **EPCOR Utilities Inc.**

(Hereinafter referred to as the “Company”)

**And**

## **The Canadian Union of Public Employees, Local 37**

(Hereinafter referred to as the “Union”)

<b>Letter of Understanding #1: Contracting Out.....</b>	<b>27</b>
<b>Letter of Understanding #2: Out of Town Work.....</b>	<b>27</b>
<b>Letter of Understanding #3: New Business Development.....</b>	<b>29</b>
<b>Letter of Understanding #4: Alternate Hours of Work.....</b>	<b>29</b>
<b>Letter of Understanding #5: Canmore Housing Allowance.....</b>	<b>30</b>
<b>Letter of Understanding #6: Out of Town – Travel Time.....</b>	<b>30</b>
<b>Letter of Understanding #7: Recruitment and Vacation Entitlement.....</b>	<b>31</b>
<b>Letter of Understanding #8: Positon Descriptions.....</b>	<b>31</b>
<b>Letter of Understanding #9: Short Term Incentive Program (STIP).....</b>	<b>31</b>
<b>Letter of Understanding #10: Signing Bonus.....</b>	<b>32</b>
<b>Letter of Understanding #11: Direct Responsibility Charge.....</b>	<b>32</b>

The parties agree that Letters of Understanding are in effect for the current Collective Agreement. They cease to exist unless one or both parties propose and agree to renewal (as is or amended) in Collective Bargaining.

## **Letters of Understanding**

**Between**

**EPCOR Utilities Inc.**

**And**

**The Canadian Union of Public Employees, Local 37**

---

### **Letter of Understanding #1: Contracting Out**

“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, no permanent employee who is covered by this Collective Agreement as of May 15, 2000, shall be laid off as a direct result of the Company contracting out the work performed by such permanent employee.

In the event that such permanent employee displaced as a result of the Company contracting out the work, the Company shall have the right to place said employee in any job with the Company or any of its subsidiaries, for which he has the required qualifications at not less than the rate of pay for the job from which he is displaced.”

---

### **Letter of Understanding #2: Out of Town Work**

In the spirit of partnership and in order to foster the growth of new business opportunities for EPCOR Utilities Inc., it is mutually agreed and understood by the parties that the following terms and conditions shall apply for Out of Town work situations.

1. Employees shall, when directed, be required to work and/or travel out of town for greater than one (1) day and one (1) night, who have been authorized and assigned their own EPCOR Purchasing (“P”) Card will be required to use their EPCOR “P” Card for all travel, accommodation, meals and other business related expenses. In the rare instance that a vendor does not accept the EPCOR “P” Card as a method of payment, the employee will pay for the business expense and submit a business expense claim in accordance with EPCOR policy.
2. EPCOR employees required to work and or travel out of town for greater than one (1) day and one (1) night who have not been authorized and assigned the use of an EPCOR “P” Card and are not travelling with an employee who has an EPCOR “P” Card shall have the option to:
  - (a) Be reimbursed for all travel, accommodation and meal expenses as per the EPCOR policy; OR

- (b) Choose to be paid a living allowance per diem of one hundred and fifty dollars (\$150.00) per day to cover expenses related to daily meals (sixty dollars - \$60.00) and accommodation (ninety dollars - \$90.00). Such allowance would be advanced to employees prior to their out of town work assignment. It should be noted that this per diem amount is inclusive of any applicable Provincial Sales Tax (P.S.T.).
  - (c) Employees who have not been authorized and assigned an EPCOR "P" Card must choose option (a.) or (b.) prior to the Out of Town Work occurring.
- 3. Employees who are required to work and or travel out of town for less than one (1) day and one (1) night shall be reimbursed for all travel, accommodation and meal expenses as per the EPCOR policy.
- 4. In the rare instance where employees have chosen option (b.) and they incur legitimate accommodation and meal expenses in excess of the one hundred and fifty dollars (\$150.00) per diem; employees shall submit bills/receipts to their management supervisor for review and authorization.
- 5. 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 Travel Policy.
- 6. Should the Company be successful in attaining Out of Town Work contracts/work assignments of a longer duration (in excess of fourteen (14) calendar days), the parties shall review and discuss the issues arising from this Out of Town Work.
- 7. The Company shall pay other legitimate Out of Town expenses such as material, equipment, supplies and hosting. Employees who have been authorized and assigned an EPCOR "P" Card will pay for these types of expenses with their EPCOR "P" Card, subject to the guidelines and limitations of the EPCOR "P" Card policy and manual. For employees who have not been authorized or assigned an EPCOR "P" Card or where payment with their EPCOR "P" Card is not appropriate. Payment for these expenses shall be made via the EPCOR Purchasing Policy, Petty Cash/Expense claim reimbursement with appropriate receipts, or a cash float to the employee in charge of the Out of Town Project.
- 8. The meetings shall also serve these purposes:
  - (a) of each out of town/external work assignments;
  - (b) to reach agreements that are "good for employees (people) and good for the Company (a business)";
  - (c) to establish hours of work schedules on short notice and waive the provisions of Article 12. By establishing hours of work for each out of town/external contract based on mutual agreement between the Company and the affected employee(s);
  - (d) to work out travel time, hours of work and accommodation arrangements before the out of town/external contract begins;
  - (e) to establish compressed hours of work schedules based on eighty (80) hours bi-weekly and permit alternate hours of work schedules to accommodate out of town/external contract work.

9. Additionally, it is further understood by the parties that the following principles shall guide discussions and decisions in these work plan meetings:
- To maximize business travel during regular hours of work and minimize travel time at premium rates or on an employee's off day's.
  - To encourage flexibility in travel times and hours of work, to meet work requirements and the personal needs of employees.
  - To establish reasonable limits on how long an employee(s) can work and/or travel in a day (consistent with the safety and labour standards).
  - To ensure that the Company designates one employee as the person "in charge" – of fulfilling the leadership role for the out of town/external contract work. The employee charged with this responsibility shall co-ordinate any issues while on site/out of town and would be responsible for dealing with any unforeseen situations that may arise.
  - To ensure that there is confirmation of the understanding and agreement of all the affected employees.
  - To reconsider work plan arrangements if the work requirements change significantly once the out of town/external contract work begins. The employee designated to take leadership for particular out of town/external contracts would be responsible for the meeting with the other employees and determining if alternate work plan arrangements are required.
  - To accommodate personal emergencies that require employees to return home prior to the conclusion of the out of town assignment.
  - To provide a mechanism to debrief/provide feedback on out of town assignments after their completion.

---

### **Letter of Understanding #3: New Business Development**

In order to (1) maintain the competitive position of EPCOR Water Services Inc., (2) retain a skilled work force and promote security of employment for CUPE Local 37 members and (3) enable EPCOR Water Services Inc. to expand and grow their business in the Southern Alberta region in an effective and efficient manner the Union and the Company agree to enter into discussions at the earliest opportunity regarding new business developments in order to explore a range of options and alternatives.

The Company and the Union in consultation with its affected members may mutually agree to temporarily suspend, modify or create new provisions of this Collective Agreement. These discussions may include the assignment of employees to other work locations or other operational issues which may arise as a result of the new business.

---

### **Letter of Understanding #4: Alternate Hours of Work**

An alternate hours of work shift schedule may be designed to be brought forward for review by the parties. This shift schedule design shall specify the following:

- shift starting times;
- shift ending times;
- hours of work per day;
- average hours of work per week;
- number of weeks of the shift schedule;
- lunch periods and coffee breaks;

- overtime entitlement;
- shift differential entitlement;
- statutory holidays entitlement.

An alternate hours of work shift schedule shall be subject to the following prior to implementation:

- this shift schedule must receive support from the majority of the employees working the shift schedule as well as EPCOR Canmore management;
- this shift schedule shall be submitted to EPCOR Human Resources and the Union for review and approval.

---

### **Letter of Understanding #5: Canmore Housing Allowance**

**1). Effective from March 2, 2011, the date of ratification, the Company shall provide each Canmore CUPE Local 37 employee with a monthly housing allowance of four hundred (\$400.00) dollars per month for the term of this Agreement.**

2). It is understood between the parties, to be eligible for this Canmore Housing Allowance, an employee must live in Canmore or the Bow Valley corridor in a location which is consistent with the on call requirements outlined in Article 12.09. Banff, Lac des Arcs, Exshaw, Harvie Heights and Deadmans Flats are all considered to be within the Bow Valley corridor and consistent with 12.09.

---

### **Letter of Understanding #6: Out of Town – Travel Time**

The parties understand and agree to the following principles and terms:

- 1). Out of town travel could occur for scheduled work, unscheduled urgent or emergency work, required job / skill training - directed by the Company or career development opportunities – requested by the employee.
- 2). Employees required to travel out of town, will travel during their regularly scheduled hours where possible or as discussed and agreed to in an out of town work plan.
- 3). Employees required to travel outside normal hours of work for scheduled out of town work assignments or required job / skill training shall be paid a travel pay premium of **one (1)** hour's pay at their regular rate of pay, for each hour spent travelling, in addition to the regular rate of pay. This travel pay premium is not bankable and will be paid to the employee in the next pay period following the out of town travel.
- 4). Employees required to travel out of town for unscheduled urgent or emergency work shall have their travel time paid at overtime as outlined in Clause 12.02 (a) 2.

- 5). Employees requesting out of town career development opportunities, that are supported and paid for by the Company, shall travel during regularly scheduled hours where possible. If this is not possible then they will travel on their own time. Employees travelling in these circumstances will not be eligible for the travel pay premium or overtime for any travel time.
- 6). The Company will recognize drivers and passengers of Company vehicles as being subject to this Letter of Understanding

---

### **Letter of Understanding #7: Recruitment and Vacation Entitlement**

When recruiting externally, the Company would have the right to recognize a successful external applicant's directly related industry experience working as a Journeyman or in or at a Water or Wastewater Operation for the purposes of vacation entitlement.

The details of such, will be forwarded to the Union by the Company. The experience recognized would form part of the applicant's offer letter.

---

### **Letter of Understanding #8: Position Descriptions**

The Company will **continue to work with members of the union to ensure position descriptions are kept up to date and available in a central location for reference purposes.**

---

### **Letter of Understanding #9: Short Term Incentive Program (STIP)**

- 1). The parties agree that the permanent full-time and part-time employees will be included in the Company's short term incentive program.
- 2). The short term incentive performance measures will be based on the Company program guidelines and criteria.
- 3). Target pay percentage will be two and one-half (2 ½) percent.
- 4). These pay percentages are based on an employees regular base salary.
- 5). The short term incentive program will include performance measures based on Corporate, Business Unit and an employee's individual performance.
- 6). The Short Term Incentive Program will be the Company's corporate program, and will align to respective Corporate and Business Unit performance measures to ensure all employees, including management an unionized, are working to the same performance measures.
- 7). The performance measures (Corporate, Business Unit, and Individual performance) may change from year to year. However the target pay percentage of two and one-half (2 ½) percent will remain unchanged.

- 8). Employees who are terminated or who terminate employment for any reason during the eligibility period and prior to the payment of the short term incentive will not be eligible for the short term incentive payment.
- 9). The short term incentive for all employees will be paid at the end of April of the following year, subject to Board of Directors approval of company performance.

### **Letter of Understanding #10: Signing Bonus**

**Upon ratification, the Company agrees to pay a one-time lump sum in the amount of five hundred dollars (\$500.00) to all permanent employees represented by this agreement. This amount will be payable via direct deposit on the first full pay period following the ratification.**

---

### **Letter of Understanding #11: Direct Responsibility Charge**

**The parties agree that the monetary value associated with previous article 12.11 is no longer required if there are additional DRC hours available within the current operation. The Company will also apply DRC hours to Operators who meet the criteria under the Alberta Environment Operator's Certification Guidelines.**

**The Company is agreeable to increasing available DRC hours, in the interim until such time as this LOU can be reviewed and updated in the 2013 CBA for the following positions:**

**LH Facilities**

**LH D&C**

**Field Operator**

**WWTP Process Operator**

**In addition, it would be agreed that Operators would no longer claim DRC hours while acting as the on-call Operator (except on weekends). This would be a net increase of one additional DRC eligible position.**



Signed this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013

**On behalf of the Canadian Union of  
Public Employees, Local 37**

[Redacted Signature]

Don Monroe  
President

[Redacted Signature]

Elizabeth Tweedle  
Recording Secretary

[Redacted Signature]

Rich Dalke  
Treasurer

**On behalf of EPCOR Utilities Inc.**

[Redacted Signature]

Lauren Munsch  
Specialist, Labour Relations

[Redacted Signature]

Kelly Kovac  
Consultant, Human Resources

[Redacted Signature]

Craig Bonneville  
Senior Manager, Water and Wastewater

**2012 – 2015**

**COLLECTIVE AGREEMENT**

**-between-**

**EPCOR UTILITIES INC.**

**-and-**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 37**

**The following items do not form part of the 2012 – 2015 Collective Agreement between the parties but they were discussed and agreed to at bargaining.**

**They are provided here as information and for easy reference.**

# AIDS-TO-APPLICATION

---

TO THE 2012 to 2015

COLLECTIVE AGREEMENT

-between-

EPCOR UTILITIES INC.

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 37

---

Aid to Application #1: Minimum Call Out .....	36
Aid to Application #2: Christmas Floater – Sandwich Day .....	37
Aid to Application #3: Employees Working In Other Jurisdictions .....	38
Aid To Application #4: Annual Vacation .....	39
Aid To Application #5: Incapacitated Employees – Attendance And Return To Work Management.....	40

**Aid to Application #1: Minimum Call Out**

The following understandings are agreed to with respect to the application of 12.07 "When an employee is called in and reports to work they shall be paid a minimum of three (3) hours at the overtime rate."

It is understood that:

- 1). An employee may be called out to work more than once (numerous times) during this minimum three (3) hour call out pay time frame and would not be entitled to additional minimum call out pay for any additional call outs during this three (3) hour time frame.
- 2). An employee called out to work who is required to work from the time of the call out past the three (3) hour minimum, would receive overtime pay on an hour by hour basis after the three (3) hour minimum call out and not additional three (3) hour minimums. For example - an employee called out works for four (4) hours to complete work. They would receive the three (3) hour minimum call out and one (1) hour at overtime; not two (2) three (3) hour minimum call outs.
- 3). An employee who is required to work overtime and is notified prior to or at the end of their regularly scheduled shift shall not be paid a minimum call out of three (3) hours but rather overtime pay on an hour by hour basis.

**Aid to Application #2: Christmas Floater – Sandwich Day**

After review and discussion of this matter at Collective Bargaining the following understandings were agreed to with respect to the application of 15.01.(e): "In those years when a Monday or Friday is "sandwiched" between Christmas/Boxing Day and a weekend, that Monday or Friday shall be considered a paid holiday".

	December	Sunday	Mon	Tues	Wed	Thurs	Fri	Sat
1.	<u>2005</u> No pay sand/X-mas float	25 △	26 △	27 in lieu of 25	28	29	30	31
2.	<u>2006</u> No pay sand/X-mas float	24	25 △	26 △	27	28	29	30
3.	<u>2007</u> Pay 24 as X-mas sand/float	23	24 ○	25 △	26 △	27	28	29
4.	<u>2008</u> No pay sand/X-mas float	21	22	23	24	25 △	26 △	27
5.	<u>2009</u> No pay sand/X-mas float	20	21	22	23	24	25	26
		27	28 in lieu of 26				△	△
6.	<u>2010</u> No pay sand/X-mas float	19	20	21	22	23	24	25
		26 △	27 in lieu of 25	28 in lieu of 26				△
7.	<u>2011</u> No pay sand/X-mas float	25 △	26 △	27 in lieu of 25	28	29	30	31

Key:            △ = statutory holiday  
                   ○ = pay for X-mas sandwich/floater day

**Aid to Application #3: Employees Working In Other Jurisdictions**

The following understandings are agreed to regarding EPCOR employees performing work in other jurisdictions:

- 1). On a short term basis (up to or less than 90 working days) employees from other EPCOR jurisdictions may perform work at the Canmore site/Southern Alberta area. These employees would remain within their "home" jurisdiction, continue to pay dues to that Union, continue to earn their regular base rate established within that jurisdiction and would be subject to the travel and accommodation arrangements established by the Company and/or that jurisdiction.
- 2). C.U.P.E. 37 employees who perform work in another EPCOR jurisdiction on a short term basis (up to or less than 90 working days) shall remain in the C.U.P.E. 37 jurisdiction, continue to pay C.U.P.E. 37 dues, continue to earn (at least) their regular base rate of pay and would be subject to travel/accommodation arrangements established in the Collective Agreement. It should be noted that there would be no impact to a C.U.P.E. 37 employee's jurisdictional seniority or Company seniority (with respect to service recognition, benefits or other entitlements - unless specifically outlined and agreed to).
- 3). It is also understood that the Company will notify the Union either verbally or in writing when any short term cross jurisdictional work (described in # 1 & #2) is planned/required.
- 4). When the Company requires cross jurisdictional work to occur for a longer duration (greater than 90 working days but less than 1 year) the Company shall post this temporary work requirement within the appropriate EPCOR jurisdiction and make the selection for this posting. The successful applicant will be given a letter of offer for this specific temporary opportunity. The letter of offer shall be consistent with the rates of pay, terms and conditions and Union dues specified in the current Collective Agreement for the EPCOR jurisdiction specified.
- 5). C.U.P.E. 37 employees who perform work in another EPCOR jurisdiction on a longer term basis (greater than 90 days but less than one year) as outlined in #4 shall continue to accrue their seniority standing within C.U.P.E. 37 for when they return to their C.U.P.E. 37 position .
- 6). Overall - it is understood that the Company would not seek short term or longer term cross jurisdictional work assignments if there are qualified employees within the existing jurisdiction that are available and able to perform the required work.

**Aid To Application #4: Annual Vacation**

The following understandings are agreed to:

**A. Administrative:**

- 1). Subject to Company policy, an employee may be permitted to carry over vacation to the next vacation year.
- 2). Permanent employees in receipt of Long Term Disability (LTD) Benefits shall have their annual vacation benefits/entitlement reduced on a pro-rata basis to reflect the length of time they were in receipt of LTD benefits.
- 3). Permanent employees absent due to an occupational disability in excess of 180 consecutive calendar days shall have their annual vacation leave/entitlement reduced on a pro-rata basis to reflect the absence in excess of 180 consecutive days.
- 4). An employee who terminates during a calendar year shall be entitled to a pro-rata ratio of their annual vacation leave/entitlement compared to the number of calendar days in the year.
- 5). In the case of death, payment of unused vacation entitlement shall be made to the employee's estate.

**B. Scheduling:**

- 1). It is understood that vacation scheduling shall be based on a calendar year (Jan → Dec) and shall be subject to approval based on operational requirements - The Company's current practice would be:
  - a). No more than 1 Lead Hand, 2 Operators, and 1 Utility Worker can be off at one time.
  - b). Based on operational demands and employee requests, the Canmore Site Manager may approve additional vacation requests in each of the operational areas.
  - c). During peak periods and/or for special circumstances the Company may deny vacation requests to ensure operational efficiencies (i.e.: G-8 etc.).

**Aid To Application #5: Incapacitated Employees – Attendance And Return To Work Management**

EPCOR is responsible for providing a healthy and safe work environment.

Employees have a responsibility to maintain their health and fitness, attendance and productivity, and to work safely.

Consistent with Company Policy, in the event of illness or injury, employees will be assisted in a return to productive and meaningful work at the earliest opportunity. Active rehabilitation is the most effective means to support employee recovery, sustained productivity and quality of work.

It is understood that the Company and the Union shall co-operate in seeking accommodation and/or placement of CUPE 37 employees who are declared medically fit to return to work within the Canmore work site.

After exhausting the Company's disability management process, if there is no work available that can accommodate an employee's physical and/or mental restrictions then such an employee will be subject the layoff provisions of this Collective Agreement.