

Collective Agreement

Between



**ENMAX CORPORATION
ENMAX POWER CORPORATION
ENMAX ENERGY CORPORATION**

And



LOCAL UNION 254

**OF THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

Effective 2015-2017

**ENMAX Corporation & IBEW Local 254
Collective Agreement
2015-2017**

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COLLECTIVE AGREEMENT INTENT DOCUMENT

AGREEMENT

**THIS AGREEMENT made as of the 17th day of December, 2014 and consolidated herein
BETWEEN:**

**ENMAX CORPORATION, ENMAX ENERGY CORPORATION AND ENMAX POWER CORPORATION,
bodies corporate with head office in the City of Calgary, in the Province of Alberta (hereinafter
called "the Employer"),**

OF THE FIRST PART,

AND

**LOCAL 254 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, a trade union
within the meaning of the Labour Relations Code, in the City of Calgary (hereinafter called "the
Union"),**

OF THE SECOND PART

**Whereas the Employer is a Utility engaged in the business of purchasing, transmitting,
distributing, delivering and selling electricity and involving construction and maintenance of
outdoor lighting, Light Rail Transit, telecommunications and other related services therewith
and supplying electricity to the said City of Calgary and to the inhabitants thereof and to other
communities in the said province and to their inhabitants;**

AND

**Whereas, by Certificate No. #63-55 (herein after called "the Certificate") dated the 2nd day of
May, 1955 (Amended December 7, 1956, January 11, 1965, Varied November 17, 1971) and
issued by the Alberta Labour Relations Board, replaced January 1, 1998 by Certificate #305-98
and replaced by Certificate Number 273-2002 on June 4, 2002 pursuant to the provisions of the
Alberta Labour Relations Code, the Union has been certified as the bargaining agent for a unit
of Employees of the Employer.**

PURPOSE AND SPIRIT OF AGREEMENT

**Whereas the Employer and Union agree that, as an economic and social entity, the Employer
must on one hand be efficient, profitable and competitive and, on the other, develop
relationships based on mutual respect. These conditions, along with providing quality products
and service, maintaining a harmonious and cooperative relationship, and providing for an**

amicable method of settling differences or grievances, may contribute to the viability and prosperity of the Employer and Employees.

Whereas subject to the terms, rates of pay and working conditions herein contained, the parties hereto are entering into a Collective Agreement with respect to terms and conditions of employment.

Now therefore, to effectuate the foregoing, the parties hereto hereby mutually covenant and agree as follows:

ARTICLE 1.00 TERM OF AGREEMENT

- 1.01** This agreement shall come into effect and full force on **January 1, 2015** and shall **continue in operation until December 31, 2017** and from year to year thereafter unless notice of amendment or termination is given as required in Clause 1.02.
- 1.02** If either the Employer or the Union wish to negotiate a new Agreement, they shall serve notice of their intention upon the other party not more than one hundred and twenty (120) days and not less than sixty (60) days prior to the expiration date as provided under Clause 1.01 above. However, changes can be made at any time by mutual consent of the parties.
- 1.03** Both parties agree to commence negotiations not more than fifteen (15) days after notice in Clause 1.02 is served. All terms of this Agreement shall continue in full force and effect during negotiations in accordance with the Labour Relations Code.
- 1.04** Unless otherwise specified in the Agreement or its appendices, all changes from the Current Agreement shall become effective on the pay period start date immediately following the date that the Agreement is ratified.
- 1.05** Letters of Understanding and Letters of Intent, shall be reviewed at the expiry of this Agreement or during the negotiation process.

ARTICLE 2.00 UNION RELATIONSHIP

- 2.01 Recognition**
The Employer recognizes the Union as the exclusive Bargaining Agent for all Employees in the bargaining unit, as established by the Alberta Labour Relations Board Certificate.
- 2.02 Dues**
 - (a)** The Employer agrees to the bi-weekly check-off of normal Union Dues and/or assessments for all Employees covered by this Collective Bargaining Agreement, including Rand Formula deductions.

- (b) The amount of such dues shall be determined by the Union and the Union shall notify the Employer ninety (90) calendar days prior to any change in deduction of Union Dues.
- (c) All dues shall be deducted bi-weekly by the Employer from the Employees' pay and shall be remitted to the Union by electronic fund transfer to the Union's bank account not later than fourteen (14) calendar days after the deductions have taken place.
- (d) A list of Employees' names and associated deductions as per 2.02 (c) above shall be sent to the Union not later than fourteen (14) calendar days after the deductions have taken place.

2.03 Officers Rights

The Human Resources Department shall be informed by the Union of current appointments of Union Officers, Business Agents, Shop Stewards, Negotiation Committee Members and any other Employee authorized to represent the Union in matters which are appropriate under provision of this Agreement within each department, section or area.

- (a)
 - (i) The Union Representatives shall be granted sufficient time at no loss in the Employee's designated base rate of pay, to conduct Union Business required under this Agreement.
 - (ii) The Union Representative shall notify the applicable Manager of any Employee requiring time off to conduct Union Business required under this Agreement.
 - (iii) Notwithstanding 2.03 (a) (i) and (ii), the Union shall notify the respective Vice President in writing and within at least seven (7) calendar days of any Employee requiring time off to act on official Union Business not required of this Agreement. The Vice President or official designate shall notify the Union of a decision in writing within three (3) calendar days of receiving the request.
- (b) At the request of the Employee, a Union Representative shall be in attendance during any termination or disciplinary action against an Employee.

2.04 Activity

Union activities such as membership meetings or ratification votes, may take place on the Employer's property or at work sites during working hours provided permission is granted in each case by the management responsible for that area, section or department. Such permission shall not be arbitrarily withheld.

2.05 Business

- (a) The Union Business Manager and/or Representatives shall have access to all sites for representation, inspection and safety of its members.

- (b) The Union Business Manager may appoint shop stewards in various portions of the ENMAX Corporation as per the current Alberta Labour Relations Board Certificate as deemed necessary by the Union to look after all interests of the Union or its members.
- (c) PRIOR to the termination of a shop steward, the Union Business Manager shall be notified.

2.06 Employee File Administration

- (a) An Employee has the right to access their personal file (not including information secured in confidence) upon request and approval and under supervision of the Employer, either in the Employer's area or Human Resources Department.
- (b) Documents relative to discipline, counseling or grievances shall be retained on a current Employee's file for twenty-four (24) months and then destroyed, unless otherwise agreed upon between the Employer and the Union.
- (c) However, if an incident of a similar nature occurs within the twenty-four (24) month period those letters pertaining to the aforementioned incident shall remain on file until a twenty-four (24) month period has elapsed since the date of the most recent letter.

ARTICLE 3.00 MANAGEMENT RELATIONSHIP

- 3.01** (a) The Employer has exclusive control of all matters concerning the operation, management and administration of the business.
- (b) The Employer's authority shall be exercised in accordance with its commitments and responsibilities.
- (c) Without restricting the generality of this article, the Employer may maintain order, hire, suspend, discipline, discharge for reasonable cause, transfer, make and enforce from time to time reasonable rules and regulations not inconsistent with the terms of this Agreement and that are communicated to all Employees.

ARTICLE 4.00 EMPLOYEE RELATIONS COUNCIL (see Intent Document 1.0 – p. 1)

- 4.01** The parties recognize the benefits of strengthening the relationship through ongoing problem solving, enhanced communications and exploring future opportunities and concerns together; therefore the Parties have agreed to form a Joint IBEW254/ENMAX Employee Relations Council (ERC).

The council shall be composed of an equal number of representatives from the IBEW and Management from the ENMAX group of companies.

Employees of ENMAX who are appointed to the Council and its' committees, and others who are designated to attend Council meetings shall be considered to be at work and paid accordingly.

Chairmanship of the Council shall be rotated on an alternating meeting basis.

Regular meetings of the Council shall be scheduled on a bi-monthly basis. Special meetings of the Council may be called by the Parties.

Minutes regarding matters discussed and agreed upon actions to be taken shall be kept and approved by the Parties.

Agreement of the Council shall be by consensus of the Council. The ratification process of Council decisions that amend the Collective Bargaining Agreement shall be determined by each Party for their respective constituency.

The Parties have adopted the principle of "ongoing negotiations" for this Council and have given the Council the mandate to jointly administer the Collective Bargaining Agreement; including the administration of any committees struck by the Parties. The Council shall deal with problems arising from the Collective Bargaining Agreement, problems that arise that are not addressed by the Collective Bargaining Agreement and any other matters that the Council agrees are of mutual interest.

It is the intention of the Council to find solutions to matters using a mutually beneficial process. The purpose of the Council is to deal with matters in an ongoing timely fashion while recognizing the value of the time based collective bargaining process.

The Council shall develop a Council Guidelines document that will deal with specific details of the Council operations; this document may be amended by the Council as the need arises.

The Council shall develop a joint communication process that makes the operation of the Council transparent to the constituents of both Parties.

ARTICLE 5.00 DISCRIMINATION

- 5.01** The Employer will not discriminate against any Employee because of membership or non-membership in the Union or for taking part in any activities permitted by the Employer, this Agreement or any applicable law.

ARTICLE 6.00 EMPLOYEE CATEGORIES & DEFINITIONS (see Intent Document 12.0 – p. 26)

- 6.01** A Permanent Employee is: An Employee who occupies a permanent position and who has completed the probationary period.
- 6.02** A Probationary Employee is: An Employee who has been hired into a permanent position in the bargaining unit, but who has not completed a six (6) month probationary period with ENMAX.
- (a) Exceptional circumstances may result in a revised probationary period upon mutual agreement between the parties.
 - (b) The purpose of a probationary period is to allow the Employer time to appraise a new Employee's performance.
 - (c) Upon completion of the probationary period, the Employee's seniority shall be retroactive to the date of hire into a permanent position.
- 6.03** When the Corporation is required to do work for a customer (other Utilities, etc.), the staff delegated shall remain on the payroll of the Employer, and their status as permanent Employees shall not be affected.
- 6.04** If an Employee is sent to school to improve skills or knowledge or conversely sent to another organization for purposes of giving instruction or direction, the Employee shall remain on the payroll of the Employer and their status as a permanent Employee shall not be affected.
- 6.05**
- (a) A Journeyman tradesman shall be an Employee who has the prescribed experience at the trade and has passed the qualifying examinations in accordance with the regulations of the Alberta Apprenticeship and Industry Training Act plus has received the applicable Journeyman Certificate.
 - (b) An Apprentice is an Employee who may use the tools of the trade while working under the direct supervision of a Journeyman on the same job and shall be registered as an Apprentice under the Apprenticeship and Industry Training Act for the Province of Alberta.
- 6.06**
- (a) The "Employer" means ENMAX Corporation, ENMAX Energy Corporation and ENMAX Power Corporation (including ENMAX Power Services Corporation).
 - (b) A "department" is a subset of the Employer, as per the Employer's corporate structure, and may be changed by the Employer from time to time.
 - (c) A "section" is a subset of a department, as per the Employer's corporate structure, and may be changed by the Employer from time to time.
 - (d) An "area" is a subset of a section as per the Employer's corporate structure, and may be changed by the Employer from time to time.
- 6.07**
- (a) An "Ex-Employee" is someone who was previously employed with the Employer, but is no longer employed with the Employer, and does not include persons on temporary lay-off or leaves of absence.

- (b) "Lay-off" means when an Employee ceases to work because the Employer does not require the Employee's services for a period of time, subject to the Employer's right to recall the Employee if the Employer again requires the Employee's services.
- (c) "Termination" means when the Employer lays off or terminates the Employee and the Employee has no right of recall. Termination includes lay-offs twelve (12) months or more in duration.
- (d) "Redundancy" means when an Employee ceases to work permanently because the position is no longer required.

6.08 Shift Employees shall be deemed to be Employees who are required to work a regularly scheduled rotating, one, two or three shift system on a job which normally encompasses a twenty-four (24) hour day and seven (7) days per week of operation.

6.09 The hours of work stated in Article 13.00 shall not be construed as a guarantee of any minimum or as a restriction on any maximum hours to be worked but serves only as a basis for the calculation of overtime and establishing work schedules.

ARTICLE 7.00 WAGES, RATES OF PAY AND PAY DAYS

7.01 Wages shall be paid under this Agreement according to the attached pay schedule, computed on an hourly basis.

7.02 All Employees shall be subject to deduction in pay for time lost. It is understood that specific other conditions govern Employee sickness and accident.

7.03 All Employees covered by this Agreement shall be paid bi-weekly by an electronic fund transfer directly deposited into the Employee's bank account.

7.04 Each bi-weekly pay period, all Employees shall be issued a Statement of Earnings and Deductions which can be accessed on Intramax.

ARTICLE 8.00 GRIEVANCE PROCEDURE

8.01 The Employer and the Union jointly recognize the desirability of preventing grievances through the use of good judgment, good communication and clear directives by both parties. If a dispute arises between the Employer and an Employee, an earnest effort shall be made by the Employee and the immediate supervisor to settle the dispute within fourteen (14) days of the incident prompting the grievance. At the request of the Employee, a Union Representative may be present. However, any legitimate grievance

initiated by an Employee, the Union, or the Employer, that does arise will be dealt with according to the following procedure:

8.02 Step 1

- (a) The Union shall present the grievance "in writing", signed by the grievor, to the grievor's immediate Manager within seven (7) calendar days from the date the immediate supervisor was unable to resolve the grievance and shall not exceed the twenty-one (21) days from the incident prompting the grievance.
- (b) Notwithstanding (a) above, a selection grievance resulting from a position competition shall be submitted "in writing" to the Manager responsible for the vacancy within seven (7) calendar days of the selection decision.
- (c) The grievance shall set forth, as far as may be applicable, the following:
 - (i) The nature of the grievance, date of occurrence, if available, and the circumstances out of which the grievance arose.
 - (ii) The remedy or correction the Employer is required to make.
 - (iii) Where applicable, the section or sections of the Agreement claimed to have been violated or infringed upon.
- (d) The applicable Manager shall meet with the grievor and Union Representative and explain the grievance decision in writing within twelve (12) calendar days of hearing the grievance. If the grievance is not resolved satisfactorily in Step 1, the grievance may, within seven (7) calendar days, be referred to the next step.

8.03 Step 2

The grieving party, whether the Union or the Employer, will present the written grievance to the respective Employer Vice President or the Union Business Representative, or their designates, as the case may be. A decision as to the grievance will be rendered in writing and delivered to the grieving party within twelve (12) calendar days of hearing the grievance. If the grievance is not resolved satisfactorily in Step 2, the grieving party may within twelve (12) calendar days provide the other party with written notice to submit the grievance to arbitration in Step 3. Such notice shall include the grieving party's nominee to the three-member Arbitration Board.

8.04 Step 3

- (a) Within seven (7) calendar days of the notification by the one party, the other party shall appoint its choice of Arbitrator by notice in writing.
- (b) Within seven (7) calendar days of the appointment of the second nominee, the two Arbitrators will select a Chairperson of the Arbitration Board. If such agreement cannot be reached, the nominee will request the appropriate Provincial Government Representative to appoint a Chairperson.

- (c) After the appointment of a Chairperson, the Arbitration Board will meet and hear such evidence as the parties may wish to present to assure a full and fair hearing. The decision of the majority of the Arbitration Board is the decision of the Arbitration Board. In the event that a majority decision is not reached by the Arbitration Board, the decision of the Chairperson shall be deemed to be the decision of the Board.
 - (d) The decision of the Arbitration Board is final and binding.
 - (e) The Arbitration Board's decision shall not alter, add to or change the terms of this Agreement. The Arbitration Board has no jurisdiction to determine any matter other than the grievance before it but may quash, confirm or vary any action taken in respect to discipline.
 - (f) Each party shall bear the expenses of its respective Nominee to the Arbitration Board, and the expenses of the Chairperson shall be borne equally by the two parties in the dispute.
- 8.05** All grievances shall receive fair, just and prompt consideration by all concerned.
- 8.06** All time limits set out in this Article are mandatory however, the parties may mutually agree to an extension of the time limits stated.
- 8.07** Copies of the grievance at each Step of development shall be directed to the Employee's Human Resources department.
- 8.08** Either party to this Agreement may initiate a grievance regarding the interpretation, application, administration or alleged violation of this Agreement inclusive of all Letters of Understanding and Letters of Intent.
- 8.09** Policy grievances initiated by the Union or Employer may proceed to Section 8.03, Step 2.

ARTICLE 9.00 TEMPORARY CHANGE OF DUTIES (see Intent Document 17.0 – p. 31)

- 9.01** Any Employee temporarily assigned to a position of higher classification shall be paid the rate or the next step, for the hours worked in the class to which the Employee is temporarily assigned.
- 9.02** Where a Utility Worker has been assigned Employee in charge duties or additional responsibilities above the Utility Worker duties, the Employee shall receive the Groundman rate of pay.
- 9.03** No Employee shall be required to take a lesser base rate of pay when assigned at the Employer's request to temporarily perform the duties of another Employee.

- 9.04** An Employee who is temporarily assigned to a job which is outside the scope of this Agreement will be paid, from the first day, at a rate at least five percent (5%) higher than the Employee's normal pay.
- 9.05** Employees who are serving in temporary assignments are entitled to receive the entitlements they would have received in their regular job.
- 9.06** Where the Employer transfers, rotates or cross trains Employees within the Employer, the Employee shall not be paid less than their previous base rate of pay.

ARTICLE 10.00 PROMOTIONS, TRANSFERS, JOB POSTINGS AND REHIRE AND BID GUIDELINES (see Intent Document 2.0 – p. 5 and 3.0 p. 11)

- 10.01 (a)** The Employer shall make promotions from the permanent staff, provided that the applicants have the necessary qualifications. In promotions, transfers and reductions, seniority and ability are to be considered. Where an Employee requests or is required to return within a period of three (3) months to the Employee's former classification, the Employer, in consultation with the Union, shall accommodate the Employee in the Employee's former position or in a position of a comparable nature.
- (b)** Where an Employee moves to a management position, and the Employee requests or is required to return to the bargaining unit within a period of three (3) months to the Employee's former classification, the Employer, in consultation with the Union, shall accommodate the Employee in the Employee's former position or in a position of a comparable nature. To retain the reversion rights to an IBEW position, the management exempt Employee will pay union dues for the reversion right period.

Where applicable, relief Employees will be used to backfill the IBEW position during the reversion right period.

A management exempt Employee who returns to the bargaining unit shall receive credit for the seniority the Employee accumulated at the time the Employee left the bargaining unit.

- (c)** Employees moving to an Electrical Construction Planner (#00991) position or to a System Operations Planner (#03593) position have twelve (12) months to revert to the Employee's former position or to a position of a comparable nature.
- 10.02 (a)** Relief opportunities will be available for the purposes of sickness,

accident, vacation and training and to cover management exempt reversion rights period. Relief will be assigned to the senior qualified Employee within the area, except for Coordinators and other designated positions. Employees may decline relief assignments.

Relief opportunities for Coordinator and other designated positions will be posted and bid every twelve (12) months in places easily accessible to all Employees. Selection to these positions will be subject to appeal under the Grievance Procedure by the Employees affected.

- (b) A Joint Bid Committee shall be appointed by the parties and the parties shall operate under rules agreed to by the committee, and approved by the ERC. The Bid Committee shall ensure current copies of the bid guidelines, copies of the most recent postings and the last six (6) months of bid results will be available on "Intramax" and will be available to Employees upon request.

10.03 When the Employer has a vacancy, it may be posted subject to the needs of the operation, and if posted, the vacancy shall be filled from the permanent staff of the Employer in accordance with Clause 10.01 or externally. A copy of the posting shall be forwarded to the Union Business Manager, and shall be posted for at least seven (7) calendar days. The selection of candidates shall be made in accordance with the agreed upon selection processes covered by a separate intent document. These processes may change from time to time, as agreed upon through the Employee Relations Council. When an appointment has been made, the Union Business Manager shall be notified of the appointee's name and area in order that the Union may place its objections, if any, before the Employer. Should a similar vacancy occur within sixty (60) days of the date of posting of the first vacancy, the Employer may select candidates from the original pool of candidates.

10.04 When an Employee transfers within or between the Employer corporations, the Employee shall retain and continue to accumulate seniority.

10.05 An Employee leaving on vacation for an extended period of time wishing to ensure that an application will be considered for a senior position, for which the Employee is eligible, and which becomes vacant during the absence, may do so by signing the appropriate form.

10.06 When an Employee leaves the Employer's service for any reason and is later rehired, the Employee's seniority shall only date from the time of the rehire.

ARTICLE 11.00 JURISDICTIONS (see Intent Document 23.0 – p. 34)

11.01 Powerline Technician (PLT)

A Journeyman Powerline Technician's work shall consist of maintenance, construction, testing and commissioning of overhead and underground electrical power systems including Light Rail Transit and Streetlight systems.

11.02 Cable Splicer (PLT)(PSE)

A Journeyman Cable Splicer's work shall consist of installing, maintaining, jointing, splicing and terminating of cables.

11.03 Power System Electrician (PSE)

A Journeyman Power System Electricians work shall consist of construction, maintenance, testing and commissioning of electrical power generation, transmission, and distribution systems and equipment generally in substations, network, metering and Light Rail Transit.

11.04 Construction Electrician (CE)

A Journeyman Construction Electrician performs duties related to the construction and maintenance of electrical systems including Light Rail Transit and Streetlighting as covered by Federal and Provincial Electrical Codes and customer requirements.

11.05 Communications Electrician

A Journeyman Communications Electricians work shall consist of all duties related to the inspection, installation, modification and repair of electronic communications equipment and systems.

11.06 Mobile Boom Truck Operator (MBTO)

A Journeyman Mobile Boom Truck Operators work shall consist of operating the digger trucks, the derrick trucks and any other related mobile hoisting equipment that requires a Mobile Boom Truck Operators certificate and shall be done under the jurisdiction of an electrical trades journeyman.

11.07 Utility Worker (UW)

A Utility Worker's work shall consist of all functions of civil work including construction, installations, inspections and maintenance pertaining to the electrical utility and other contract work. They will also work in conjunction with trades groups.

11.08 Heavy Equipment Technician (HET)

A journeyman heavy equipment technician maintains, repairs, and overhauls heavy vehicles and industrial equipment.

ARTICLE 12.00 JOB CLASSIFICATIONS AND GENERAL JOB DESCRIPTIONS (See Intent Document 4.0 and 5.0 – p. 14)

03492 Assistant System Operator Trainee (PLT)(PSE)

Assists and relieves the Assistant System Operator in the maintenance and restoration of service by issuing instructions as directed, regularly performs duties regarding the recording of the operations of System Control Centre activities.

- 03486 Assistant System Operator (PLT)(PSE)**
Assists and relieves the System Operator, and performs duties related to the operation of the system. Must complete the Assistant System Operator training program or an equivalent amount of experience and training as determined by the System System Control Centre Training Committee.
- 03592 Cable Splicer (PLT)(PSE)**
In training for advancement, assists the Leadhand Cable Splicer in performing electrical construction, maintenance, repair and testing.
- 03558 Cable Splicer Crew Leader (PLT)(PSE)**
Supervises and works with cable pulling crew, consisting of more than three Employees. This crew performs installation and removal of all types of cable and related equipment.
- 02572 Cable Trencher (Electrical)**
Operates self-propelled rubber tired or tracked type heavy equipment, such as rubber tired ditcher, backhoe, etc.
- 03976 Coordinator (PLT)(PSE)(CE)**
Supervises crews of journeymen, apprentices and related workers engaged in electrical construction, maintenance, testing and commissioning.
- 00997 Coordinator (Telecommunications)**
Supervises small crews engaged in electronic communications work.
- 03718 Coordinator (Trade Support)**
Directs and supervises Leadhand and related personnel, in construction, maintenance, and associated activities.
- 00991 Electrical Construction Planner (PLT)(PSE)(CE)**
Plans construction, performs detailed layout work estimates and makes field checks. Requirements include being an Alberta certified Electrical Trades Journeyman.

02722	Groundman Assists an Electrical Trade Journeyman in the capacity of Groundman, operates winch, hydraulic equipped trucks, assists in timekeeping and material rehabilitation.
03521	Journeyman Communications Electrician Performs duties related to the inspection, installation, modification and repair of electronic communications equipment.
02724	Journeyman Construction Electrician Performs duties related to the construction and maintenance of electrical systems as covered by Federal and Provincial Electrical Codes and customer requirements.
02586	Journeyman Mobile Boom Truck Operator (MBTO) Operates either the digger truck or the derrick truck where the work may be in close proximity to energized power lines up to system voltage limits as required and where the work includes all of the functions of digging holes, raising and removing poles, loading and unloading, hauling and raising or lowering all associated equipment.
03561	Journeyman Powerline Technician (PLT) Performs electrical construction, maintenance, repair or testing duties on energized or de-energized circuits or lines, as required up to system voltage limits.
03470	Journeyman Power System Electrician - Meters (PSE) Performs duties related to the testing, maintenance, installation and commissioning of metering equipment.
03494	Journeyman Power System Electrician – Station (PSE) Performs electrical construction, maintenance, repair, commissioning and testing duties related to power systems including protection and control equipment.
03490	Training Advisor Trade Support Responsible for the training and mentoring of staff/students, and the administration coordination development evaluation and scheduling of performance based training focusing on continuous improvement through the application of adult learning principles in the equipment and trade support disciplines.
02726	Leadhand (PLT)(PSE)
03591	Leadhand Cable Splicer (PLT) (PSE)

- 02725 Leadhand (CE)**
Supervises and works with a small crew engaged in electrical construction, maintenance testing and commissioning.
- 03526 Leadhand (Telecommunications)**
Supervises and works with a small crew engaged in the inspection, installation, modification and repair of specialized electronic communication equipment.
- 02727 Leadhand (Trade Support)**
Supervises and works with a small crew including Utility Workers, truck drivers and equipment operators. Works under the jurisdiction of an Electrical Trades Journeyman as necessary.
- 03569 Leadhand Trouble Response (PLT)**
Works alone and/or with a small crew engaged in system events, restoration, and maintenance.
- 00990 Leadhand Line Patrolman (PLT)**
Regularly inspects overhead distribution and transmission circuits, underground and substation installations for compliance with City By-Laws and Provincial Regulations, observing and noting potential cause of interrupted service.
- 03480 Leadhand Locator Underground Cable (PLT)(PSE)**
Supervises and works with a small crew engaged in locating all Underground Electric System cables in accordance with Occupational Health and Safety Regulations and Alberta One-Call requirements.
- 02730 Leadhand Maintenance Technician (PSE)**
Performs detailed work related to systems and program design and improvement.
- 03564 Leadhand Service Installer (PLT)**
Supervises and works with a small crew engaged in electrical construction, maintenance and testing.
- 00989 Line Inspector (PLT)**
Supervises the work of Line Patrolman and regularly performs inspection of ENMAX Electric Plant for compliance with City By-Laws and Provincial Regulations.

- 02945 Maintenance Man**
Supervises and works in conjunction with a Groundman. Trims trees, relamps streetlights and performs other associated duties.
- 03594 Maintenance Man (Minor Service Orders)**
Works in conjunction with applicable ENMAX departments and customers to document and schedule Minor Service Orders.
- 02731 Material Handler**
Performs daily shipping/receiving, stocking of inventories and processing credit and returns. Also includes related records maintenance, materials handling and the operation of equipment.
- 03595 Material Handler – Rubber Lab**
Performs testing on personal protective equipment (PPE), hotline tools, and boom trucks according to industry-approved standards and guidelines. Manages and tracks all testing and issuing records and will perform light maintenance on test equipment as required.
- 01950 Meterman Series I - IV**
Assists Journeyman in repair, testing and installation of electrical meters and transformers within the Quality Accreditation Program. Assists in demand studies. Progression through the Meterman series I-IV is accomplished by successfully completing the skills assessment training for Meterman Level I through IV, as determined by the Meterman Progression Committee.
- 02729 Project Inspector Electrical (PLT)(PSE)**
Regularly conducts inspections on all electrical contract work.
- 02728 Project Leader (PLT)(PSE)(CE)**
Supervises a project involving three (3) or more crews of journeymen, apprentices and related workers engaged in construction, maintenance, testing and commissioning.
- 03466 Project Leader (Trade Support)**
Supervises a project involving three (3) or more crews of related workers engaged in construction, maintenance and quality control.
- 03597 Quality Assurance Inspector**
Directs, supervises and schedules Work Inspectors who conduct inspections on all civil contract work.
- 03475 Quality Inspector (PSE)**
Administers the Quality Assurance Program within the Revenue Metering group.

- 03565 Safety & Training Assistant - OHS (PLT)(PSE)**
Assists in the development and presentation of orientation, safety and other programs.
- 03566 Training Advisor Trades (PLT/PSE)**
Responsible for the training and mentoring of staff/students, and the administration, coordination, development, evaluation and scheduling of performance based training focusing on continuous improvement through the application of adult learning principles in the equipment and trade support disciplines.
- 00996 Scheduler (PLT)(PSE)**
In coordination with Supervisors, the Scheduler will schedule planned maintenance, infrastructure replacement, system upgrades, new services, staffing, equipment and material needs.
- 03457 Senior Cable Locator (PLT)(PSE)**
Reviews and assists in the establishment of underground cable locating standards and work methods in compliance with electric system requirements.
- 00988 Senior Line Inspector (PLT)**
Assigns, supervises and coordinates the work of the Line Inspection Section Personnel.
- 03797 Warehouse Coordinator**
Supervises the daily work responsibilities of warehouse worker. Performs and oversees work in the warehouse(s), including daily shipping and receiving, manages transfer and storage of materials and equipment, performs analysis and coordinates material inventories to meet operational requirements, builds relationships with vendors. Also includes related records maintenance, materials handling and operation of equipment.
- 03593 System Operations Planner**
Plan, implement, and maintain electrical control and data acquisition systems. Requirements include being an Alberta recognized Electrical Trades Journeyman.
- 03516 System Operator (PLT)(PSE)**
Assigns, supervises and coordinates the System Control Centre staff; performs duties related to the operation of the system; directs field crews, as required, in related operations.

- 03456 System Scheduler (PLT)(PSE)**
Schedules and coordinates system switching. Must have qualifications of an Assistant System Operator.
- 02559 Truck Driver**
Drives and operates trucks **requiring a Class 3 Provincial License or air brake (Q) endorsement.**
- 02720 Utility Worker**
Is trained and experienced to work near energized equipment or lines while performing construction and maintenance.
- 03491 Vehicle Maintenance Organizer (Fleet and Equipment Section)**
Coordinates the repair, service, replacement, acquisition and relinquishment of rental and ENMAX vehicles or equipment. Commissions and inspects vehicles and equipment.
- 03459 Works Inspector**
Regularly conducts inspections on all civil contract work.
- 03978 Work Methods Advisor PLT/PSE**
Responsible for analyzing our current Trade work methods, researching best practices and working closely with the crews in the field to improve work practices.
- 03979 Work Methods Advisor Trades Support**
Responsible for analyzing our current Trade Support work methods, researching best practices and working closely with the crews in the field to improve work practices.
- 03980 Mobile Fleet Equipment Coordinator (HET)**
Responsible for evaluating vehicles, equipment specifications tool standards, analyzes and planning of maintenance process, coordinating with vendors and field operations.

ARTICLE 13.00 HOURS OF WORK

- 13.01** An ordinary workweek shall consist of forty (40) hours, eight (8) hours per day, from Monday to Friday inclusive.

- 13.02** An ordinary workday shall include the hours between 7:00 a.m. and 12:00 noon and 12:30 p.m. to 5:00 p.m. except as mutually agreed between the Employer and the Union.
- 13.03** Where the Department's operations demand, any five (5) consecutive days out of any seven (7) may constitute a workweek, and any eight (8) consecutive hours with one-half (1/2) hour for lunch additional after approximately four (4) hours shall constitute a day's work.
- 13.04** Where it is found necessary to change an Employee's work hours from one schedule to another with different days off, a workweek may be prolonged or shortened as the change requires, but the Employee will not be paid overtime if he works the required number of hours to receive a full pay, with the total number of required days off, regardless of where they may occur, during that pay period. All such changes shall be posted five (5) days prior to being worked or as mutually agreed. Work involving non-standard hours of work on Saturday and/or Sunday shall be paid at overtime for the first Saturday and/or Sunday involved.
- 13.05** Office staff working hours shall normally be from 8:30 a.m. to 5:00 p.m., with three-quarters (3/4) of an hour for lunch, unless otherwise mutually agreed upon between the Union and Management, except for any office staff working in conjunction with field or shop crews, in which case, they shall observe the same working hours as the particular crew.

Shift Work:

- 13.06** Shift hours shall be so arranged that there shall be sixteen (16) consecutive hours' rest between shifts and should an Employee be required to work during this intermission the Employee shall be paid at the overtime rate, except when changing shifts according to a set schedule. All changes in shift hours shall be posted five (5) days prior to shift being worked, emergency shifts excepted.
- 13.07** Schedules shall be posted. A shift schedule for the entire year is to be set up for all revolving rotating shift workers.
- 13.08** Where there are only two (2) shifts, any eight (8) consecutive hours shall constitute a days work.
- 13.09** Employees working on Saturday or Sunday shifts shall receive an hours' extra pay.
- 13.10** All Employees shall receive a regular number of days off in any twenty-eight (28) day average working period. A relief Employee shall receive a regular number of days off in any scheduled twenty-eight (28) day period and shall not lose time through any fault not their own. A working week for operators shall consist of forty (40) hours but for staff on

non-rotating shift, it may be arranged that they shall work an average of forty (40) hours to permit shift change.

ARTICLE 14.00 OVERTIME

- 14.01** Work during any period of hours other than those mentioned in Article 13.00 shall be considered as overtime.
- 14.02** In the matter of overtime the Employer agrees to distribute such overtime as evenly as possible among the members of the **section or area**.
- 14.03** Double time (X2) shall be paid for all overtime. No Employees shall be required to take time off in lieu of overtime pay.
- 14.04** A one-half (1/2) hour paid lunch break will be allowed for Employees working overtime beyond their regular shift on a continuous basis. Such lunch break will occur when the Employee is required to work in excess of 2 (two) hours of overtime and after 4 (four) hours of overtime worked thereafter. When an Employee is called in to work overtime he will receive a one-half (1/2) hour paid lunch break upon completion of each four (4) hours of overtime worked. When the overtime is unscheduled, the company will reimburse the Employee for reasonable meal expenses.
- 14.05** (a) A worker completing overtime work at a time eight (8) hours or more prior to their regular shift shall be paid at overtime rate for the overtime worked only.
- (b) A worker performing overtime work for a period of four (4) hours or more shall be paid at overtime rate for their next regular shift, providing the period of four (4) hours or more infringes on the eight (8) hour period immediately prior to their next regular work period.
- (c) At the Employer's request or at an Employee's request, and with the Employer's permission, a worker who has worked excessive overtime may be absent for the purpose of resting during the next scheduled shift. Such permission to be absent shall not be unreasonably withheld. The worker shall be paid their regular wage rate for such hours.
- (d) 24/7 shift workers/short change: eight (8) hours between shifts. A worker continuing their eight (8) hour regular shift or beginning their next regular shift for a period of two (2) hours or more shall be paid at overtime rate for this period and also for their next regular shift.
- 14.06** All overtime shall be computed on an hourly basis.

14.07 Normally, an Employee shall receive payment of no less than four (4) hours straight time when called out for work. However, if an Employee is called out for work between midnight and the commencement of the Employee's regularly scheduled day shift, the Employee shall receive a minimum of three (3) hour's pay at double time (X2).

14.08 In certain Administrative and Supervisory positions some overtime work is performed regularly and becomes a consistent part of the job pattern. Each of these cases should be reviewed on its merits and an appropriate adjustment be made to recognize this situation. Scheduled overtime shall be paid when authorized.

ARTICLE 15.00 BANKED PAY (See Intent Document 24.0 – p. 35)

15.01 A vacation overtime day is a normal working day off with pay in lieu of overtime pay.

15.02 At the Employee's option the Employer shall deduct one hundred percent (100%) of overtime earned at regular rates and shall credit the dollar amount to the Employee's V.O. bank. In a calendar year, an Employee may utilize up to a maximum of one-hundred and sixty (160) hours of V.O. bank time, and, at any given time, the bank can only contain a maximum amount equivalent to **one-hundred and sixty (160)** hours at the Employee's current rate of pay.

15.03 Following five (5) days' notice the time equivalent of amounts in the V.O. bank shall be scheduled as time off when mutually agreed.

15.04 An Employee's V.O. bank may be paid at Employee's request. Such payment shall be on a regular pay cheque and in accordance with established payroll deadlines.

15.05 Shift Premium and Overtime will be populated in time only (but preserving the dollar value of the hours) and will be subject to a recalibration process, to ensure banks are accurately reflective of current rate. The calibration will take place in January (or after annual salary increases take effect) and again in the event there is a permanent change in status (i.e. permanent position is accepted).

15.06 Stand-by pay will be paid out at the time it is earned.

ARTICLE 16.00 CALL OUT AND STANDBY (See Intent Document 7.0 – p. 20)

16.01 (a) An Employee who is called out to perform work after completion of the Employee's regular work shift shall be paid a minimum of two (2) hours pay at double time (X2), or shall be paid for the actual hours worked at double time (X2), whichever is greater.

- (b) Employees called out between midnight and the commencement of the Employee's regularly scheduled day shift shall receive a minimum of three (3) hours pay at double time (X2).
- (c) When Employees are called out for work they are deemed to be on duty for the minimum specified period of time or until the work for which they have been called out has been completed, whichever is greater. Further calls received during this period shall be considered a continuation of the initial call and shall not be subject to call out pay.
- (d) An Employee who is called out to perform work while on vacation shall be paid at double time (X2) for every vacation day worked and every vacation day worked will be credited back to their current vacation bank.

16.02 Standby on a regular workday means that an Employee shall be available on call outside of normal hours of work. On each scheduled day of rest and recognized holiday, standby means on call for the full twenty-four (24) hour period. The annual schedule should be posted one full calendar month prior to its effective date.

An Employee assigned standby on an unscheduled basis will receive one and one half (1.5X) times their applicable standby rate. Scheduled notice equals five (5) day's.

The Standby premium will be paid in accordance with the following:

- (a) One hour at the Journeyman Powerline Technician rate for standby occurring on a regular workday.
- (b) Two hours at the Journeyman Powerline Technician rate of pay for standby occurring on a scheduled day of rest.
- (c) Three hours at the Journeyman Powerline Technician rate of pay for standby occurring on statutory holidays.

ARTICLE 17.00 SHIFT DIFFERENTIAL

17.01 Employees working straight or rotating shifts on a full time basis (where the major portion of the shift falls between 15:00 hours and 07:00 hours) shall receive a one dollar and fourteen cents (\$1.14) per hour shift differential for all hours worked between 15:00 hours and 07:00 hours.

17.02 Employees who are temporarily scheduled to work shift work (where the major portion of the shift falls between 15:00 hours and 07:00 hours) and are not eligible for shift premium, shall receive a one dollar and ninety-five cents (\$1.95) per hour shift differential for all hours worked between 15:00 hours and 07:00 hours.

ARTICLE 18.00 HEIGHT PAY

18.01 An Employee climbing poles, timbers or steel at an elevation of nineteen and one half (19.5) meters or more from the point where such pole, timber or steel rests upon, is affixed to, or inserted in the ground shall be paid double the scheduled wage rate.

18.02 An Employee required to work in the thirty and one half (30.5) meter aerial device will be paid two dollars (\$2.00) per hour premium while working in such device. In addition, it is understood that the thirty and one half (30.5) meter aerial device referred to above does not include articulating or telescoping insulated aerial devices.

ARTICLE 19.00 VACATIONS (See Intent Document 13.0 – p. 28 and 21.0 – p. 33)

19.01 (a) An Employee's annual vacation entitlement will be pre-populated at the beginning of January for the year and will be reconciled and subsequently reclaimed in the event the employment relationship ends.

Years of Service	Vacation Accrued Annually (hrs)	Vacation Accrued Annually (weeks)
First year	120	3 weeks
Beginning of 8 th year*	160	4 weeks
Beginning of 17 th year	200	5 weeks
Beginning of 25 th year	240	6 weeks
Beginning of 30 th year	280	7 weeks

- If an Employee reaches a milestone with regard to vacation entitlement as detailed in Article 19.0, such entitlement will be effective January of that same year and the amount credited will be prorated to be commensurate with when the milestone is achieved.

*Employees with at least ten (10) years work/life experience (using twenty (20) years of age as a starting point for calculation purposes) will commence vacation at the rate of four (4) weeks per year, until the beginning of their seventeenth (17th) year of employment with ENMAX.

- (b) Employees may elect to be paid out two (2) weeks of their current vacation entitlement once per calendar year provided the minimum provincially legislated vacation time is taken.

In the event that an Employee's current vacation exceeds the administrative maximums, the excess amount shall be paid out to the Employee.

Employees may elect to be paid out up to fifty percent (50%) of their total banked vacation once per calendar year.

- (c) Permanent Employees' vacation entitlements shall be reconciled in January each year with the understanding an adjustment may be necessary if he leaves the Employer's service.
- (d) Statutory Holidays occurring during the vacation period shall be given in addition to the above-mentioned weeks of vacation.
- (e) One week of vacation entitlement shall normally be forty (40) hours, but in all cases based on an Employee's average weekly hours of work.
- (f) The provisions of the pertinent holidays with pay orders of the Province of Alberta shall also be complied with.
- (g) Any Employee who is assigned for a major portion of the year to rotating shift work shall receive the hourly shift differential in addition to the Employee's regular base pay while on vacation.
- (h) Employees, upon being entitled to four (4) weeks or more vacation, shall be entitled, upon written request, to save and carry forward to a future vacation period one (1) week of annual vacation per annum to a maximum of six (6) weeks, subject to the written approval of the Vice-President and the needs of the operation. Such deferred vacation shall be paid at the Employee's base rate when taken. However, such deferred vacation shall only be taken subject to the written approval of the Vice-President with regard to the needs of the service and shall not be taken in prime vacation periods as determined by the applicable department/section or area.
- (i) All Employees on Short Term Disability will accrue time for current and future vacation until they move onto Long Term Disability.

All Employees on Long Term Disability shall accrue service for future vacation entitlement but do not accrue time towards current vacation entitlement.

All Employees on Workers' Compensation will accrue time for current and future vacation based on the timelines for Short Term Disability. Once they have reached the Long Term Disability timeline they will continue to accrue service towards future entitlements.

- (j) For shift workers who do not regularly enjoy Saturday and Sunday off, the Employer shall arrange the annual vacation period to start or end with the

particular Employee's usual day off so that the Employee may benefit by these two days as other workers do, subject to the needs of the corporation.

19.02 Holidays

- (a) The following shall be considered corporate holidays:
New Year's Day, Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.

All 'general' holidays proclaimed by the Employer and/or the Government of Alberta and/or the Government of Canada shall also be observed, except where such 'general' holiday is declared in lieu of the above named holiday, in which case the lieu day only shall be observed in place of the named Holiday.

- (b) No deductions in the wages and salaries of any Employee with more than thirty (30) working days' service in the previous twelve (12) months shall be made on account of the above mentioned holidays. However, if any Employee is absent his scheduled working day immediately prior to, on, or following the holiday, no payment may be made for the holiday unless approval has been given for the absence. If a statutory holiday or designated lieu day falls during a period of approved sick leave, the Employee will receive only his regular S & A benefit for that day.
- (c) For other than shift workers if any of the holidays fall on the Employee's regular days off, the following regular workday or days, as the case may be, shall be the observed holiday.
- (d) If a holiday falls on an Employee's regular working day, the Employee shall receive a day's pay for the holiday but if the Employee works, the Employee shall also receive double time for the hours worked. For work performed on legal or holidays occurring during regular days off, the Employee shall receive double time for hours worked, plus compensating time off in lieu of the holiday.
- (e) Shift Employees will observe the actual day of the Holiday rather than the lieu day where a day is declared in lieu of a Holiday. Employees on shift work, should a Holiday occur on their day off, shall receive a day's pay for the Holiday and double time for any hours worked if called upon to work. A shift worker working on a Holiday which falls on their regular shift shall receive a day's pay for the Holiday plus double time for all hours worked, plus single shift differential, or at the Employee's option, shall receive double time for all hours worked and shall be entitled to take a regular day off in lieu of such Holiday. Such days off are to

be mutually agreed between the Employee and the Supervisor and shall be taken not later than the Employee's next annual vacation.

ARTICLE 20.00 LEAVE OF ABSENCE (See Intent Document 11.0 – p. 26)

20.01 When an Employee overstays a leave of absence without permission of the Employer, the Employee's position with the Employer is automatically forfeited.

20.02 Personal Leaves of Absence Without Pay

- (a) Any Employee desiring a leave of absence in excess of seven (7) calendar days must apply for same to the respective Vice President. Should the Employee's application be refused, the Employee shall have the right to appeal through the proper Union Official to the President and C.E.O. for approval of the leave, such approval not to be unreasonably withheld. The decision of the President & C.E.O. shall be communicated to the Union in writing.
- (b)
 - (i) Employees, while on leave of absence without pay of greater than thirty (30) calendar days, for any reason, shall not be eligible for any remuneration from the Employer including wages, vacation accumulation, statutory holiday entitlement, any other fringe benefits or premiums. The duration of the leave is not considered as time accrued toward salary increment increases.
 - (ii) Additionally, an Employee's seniority date will be adjusted to take into account any leave of absence without pay in excess of thirty (30) calendar days.

20.03 Family Leave

- (a) Full-time and permanent part-time Employees occupying established positions who have at least one (1) year's service with the Employer shall be entitled to a leave of absence without pay to care for ill or elderly family members. Requests for such leave shall be given priority over other requests for unpaid leaves of absence for personal reasons. Family Leave shall be granted subject to the needs of the operation. No loss of seniority or service shall result from such leave.
- (b) If an Employee requests, consideration shall be given to reducing the Employee's hours of work to accommodate the Employee's responsibilities for an ill or elderly family member. Similarly, where an opportunity exists for alternate employment within the Employer Corporation, which would allow an Employee to meet the Employee's responsibilities to an ill or elderly family member, consideration shall be given to the transfer of the Employee to the suitable vacancy. Reduction in hours of work, or movement of Employees for this

purpose, shall be implemented upon consideration of the needs of the operation and following consultation and concurrence of the proper Union Officials.

20.04 Bereavement Leave

- (a) An Employee, in the event of a death in the immediate family, is entitled to bereavement leave. "Immediate family" includes parent, sibling, spouse (including common law), child, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent (including spouse's), grandchild, guardian, step relatives at the same levels and any dependent relative living in the Employee's household.
- (b) An Employee entitled to bereavement leave will be given time off with pay for a maximum of four (4) working days and time off without pay for a maximum of three (3) additional working days for extended travel. The Employee has the sole right to decide whether to use all or some of the bereavement leave and travel time entitlement.
- (c) Leave with pay to attend funeral services only, of persons related more distantly than those listed in 20.04 (a), may be granted at the discretion of the Manager.

20.05 Union Business

- (a) When it is necessary for an Employee to make application for leave of absence to perform duties for any office in the Local Union or in the Parent Union, such request shall have priority over all other applications. The application must be made in writing through the Union and referred to the respective Vice President for recommendation to the President and C.E.O. for approval or otherwise, such approval shall not be unreasonably withheld. The decision of the President & C.E.O. shall be communicated to the Union in writing.
- (b) During the absence of an Employee on special work of this nature, such Employee shall continue to accrue seniority in his department with no decrease in status but without claim on any promotions effected during absence on leave.

20.06 Maternity Leave

A pregnant Employee, who is permanent or who has twelve (12) months' continuous service prior to the date of delivery shall be entitled to maternity leave without pay for a period not to exceed fifteen (15) weeks. A maternity leave is defined as the total time off work, before and after the birth of a child, including some health-related portion. During the health-related portion of a maternity leave, the Employee may be eligible for benefits as any other Employee absent on sick leave. During the first six (6) months of pregnancy, such Employee shall apply in writing for maternity leave, including advice to the Supervisor, of the estimated delivery date and date of commencement of maternity leave. Maternity leave shall commence at the time designated by the Employee, within

twelve (12) weeks of the estimated delivery date, but no later than the date of the birth of the child.

An Employee who has applied for maternity leave shall be required to pay, in advance, for the non-health related portion of the maternity leave, their share of the premiums for applicable benefits and any other levies normally in force had such leave of absence not been granted.

Notwithstanding the above, an Employee who is pregnant shall not continue in her position following such time as, in the opinion of the Employee's personal physician, and in consultation with the Employee Relations Consultant, Health, her ability to carry out her assignment is limited by pregnancy. At this time the eligible Employee may choose to be accommodated by alternate work which facilitates their health restrictions (if such is readily available and approved by the physician), or shall commence maternity leave, if she is within twelve (12) weeks of her estimated delivery date. Employees who are accommodated in alternate work will not receive less than their regular pay.

Such Employee returning to work from maternity leave shall be reinstated to the same or similar position held at the time maternity leave commenced, but without claim to any promotions effected during absence on leave. For purposes of accommodating Employees who have been granted maternity leave, the Union agrees to assist in finding a position including waiving of postings.

An Employee who has not yet attained permanent status, but who has completed six (6) months or more continuous service may apply, and at the discretion of Management, be granted maternity leave without pay on the same conditions as a permanent Employee listed above. If granted maternity leave, and upon returning to work from such leave, the Employee shall be provided with work of a comparable nature at not less than the same salary and other benefits that had accrued to the Employee prior to commencing maternity leave, without claim to any promotions effected during leave of absence.

20.07 Adoption

Where an Employee seeks leave of absence for the purpose of legal adoption, the Employee shall be entitled to a leave of absence without pay, for a period not to exceed fifteen (15) weeks.

The Employee shall give, where possible, written notice of at least six (6) weeks to their supervisor before the Employee can reasonably expect to first obtain custody of the child being adopted. Where such prior notice is not possible, the Employee shall give written notice as soon as is practical upon receiving notice of adoption.

The terms and conditions applicable to adoption leave shall be the same as those which apply to maternity leave except that the leave of up to fifteen (15) weeks shall

commence on the date on which the adoptive parent first obtains custody of the child being adopted and the health related portion of maternity leave does not apply.

Where both adoptive parents are Employees of ENMAX, they may share the adoption leave, with the total leave not to exceed fifteen (15) weeks. The parents may be granted leave simultaneously, subject to operational requirements.

20.08 Parental Leave

- (a) A natural or adoptive parent, who is a permanent Employee or a non-permanent Employee with at least twelve (12) months' continuous service is entitled to an unpaid parental leave of up to thirty-seven (37) weeks for the care of a new-born or adopted child. Parental leave will normally follow a period of maternity or adoption leave, however it must be completed within one (1) year (fifty-two (52) weeks) from the date of delivery, or in the case of adoption, the date the child arrived home. If ENMAX employs both parents, they may share the leave, with the total not to exceed thirty-seven (37) weeks. The parents may be granted leave simultaneously, subject to operational requirements.
- (b) An Employee, upon request, may be granted leave of absence with pay for one (1) day for the purpose of attending the birth of the Employee's child, or for attending to the release from hospital of the spouse who has given birth, or on the day on which they first obtain custody of the child being adopted.

20.09 During such Maternity, Adoption and Parental Leaves of Absence, the Employee will continue to accrue service and seniority in accordance with the Collective Agreement and ENMAX will continue to pay its share of the benefits premiums.

20.10 Jury or Witness Duty

- (a) An Employee who is requested to attend court for the purpose of jury or witness duty during regular hours of work will be allowed to request time off without loss of pay. The Employee is required to provide the subpoena or summons to the Manager to substantiate the leave of absence request.
- (b) An Employee performing jury or witness duty shall not be subjected to any loss in the Employee's designated base rate of pay. The Employee shall immediately submit to the Employer any fees paid to the Employee for Jury or Witness duty.

20.11 Benefit Payments

When Employees have been granted leave of absence of any kind and for any leave exceeding thirty (30) consecutive days, it is to be clearly understood that Employees will be required to prepay both the Employee's and the Employer's usual premiums and levies for "Your Plan" Benefits Plan, (sickness and non-occupational accident benefits, group insurance, etc) Alberta Health Care, Workers' Compensation (if necessary), pension fund and any other premiums and/or levies which are proper to be made on

the basis of the Employee's average earnings over a period of the six (6) months immediately preceding the date of such absence.

ARTICLE 21.00 EMPLOYEE BENEFITS

21.01 Employees shall participate in the "Your Plan" Benefits Plan and are eligible for applicable benefits therein in accordance with the terms and conditions of the benefits plan.

21.02 ENMAX acknowledges that Employees whose work falls under the scope of this Collective Agreement are members of the ENMAX Pension Plan in the Province of Alberta and come under the terms of reference of the Plan in accordance with the rules and regulations as set forth in the Trust Document.

21.03 When a Permanent Employee is incapacitated and unable to work as a result of an accident of any kind while engaged in the Employer's service, the Employee shall receive from the Employer such compensation as added to the amount received under the Workers' Compensation Act will equal full pay. If the Employee does not comply with WCB directions, or the claim is rejected or closed by WCB, the Employer reserves the right to terminate benefits received under this clause.

ARTICLE 22.00 SUPPLEMENTATION CLAUSE

22.01 In clauses 22.01 to 22.15 inclusive:

- (a) "child" means the natural child, whether born before or after the Employee's death, or legally adopted child of an Employee, and includes any person to whom the Employee and spouse stood in loco parentis.
- (b) "dependent child" means an unmarried child who, at the time the Employee died, was being supported by the Employee and
 - (i) is less than eighteen (18) years of age; or
 - (ii) is eighteen (18) years of age or over, and not more than twenty-one (21) years of age, and is in attendance full time at an accredited school or University, having been in such attendance substantially without interruption since reaching eighteen (18) years of age; or
 - (iii) is eighteen (18) years of age and not more than twenty-one (21) years of age and is disabled, having been supported due to such disability without interruption since the time the child reached eighteen (18) years of age.

- (c) "disabled" shall mean suffering from a severe and prolonged mental or physical disability and for these purposes:
- (i) a disability is severe only if by reason thereof an Employee is incapable regularly of pursuing any substantially gainful occupation, and
 - (ii) a disability is prolonged only if it is determined that such disability is likely to be long, continued and of indefinite duration or is likely to result in death;
- (d) "full pay" means the monthly basic salary that the Employee was entitled to receive at the time the Employee was disabled or killed based on the confirmed position and classification occupied by the Employee at that time and the regular monthly hours of work applicable to that classification or position, and applying thereto:
- (i) Immediate progression to the level to which the Employee would have automatically progressed only by reason of time in the classification or position had the Employee not been killed, excluding any anticipated career progression which involves any form of qualifications other than service time, irrespective of whether the Employee held the qualification at the time the Employee was killed;
- or
- (ii) The annual career progression to the level to which the Employee would have automatically progressed only by reason of time in the classification or position had the Employee not been disabled, excluding any anticipated career progression which involves any form of qualifications other than service time, irrespective of whether the Employee held the qualification at the time the Employee was disabled; and
 - (iii) Any economic salary changes negotiated from time to time in accordance with the Collective Agreement;

and deducting therefrom an amount equivalent to all normal deductions provided however that the full pay will never be less than that which the Employee was receiving at the time the Employee was disabled or killed.

- (e) "normal deductions" shall mean those items which would have been deducted from the monthly basic salary of the Employee, in the normal course of events had the Employee not been disabled or killed, and, without limiting the generality of the foregoing, shall include any and all deductions for Federal or Provincial income tax according to the Employee's exemption at the time the Employee was disabled or killed, or in the case of an Employee who has been

killed, according to the exemptions of their widow/widower and children, contributions to any ENMAX Pension Plan and Canada Pension Plan, Union dues (applicable in disabled cases only), Group Life Insurance Commission premiums, Employment Insurance Commission premiums, Alberta Blue Cross and Alberta Health Care Insurance Commission premiums or any of their equivalents that might have been payable by the Employee from time to time.

- (f) "widow" means a woman who has survived an Employee to whom the Employee was lawfully married and who was being wholly or partially supported by him at the time of his death and where there is no lawful wife at the time of death of the Employee includes a common-law spouse.
- (g) "widower" means a man who has survived an Employee to whom the Employee was lawfully married and who was being wholly or partially supported by her at the time of her death and where there is no lawful husband at the time of death includes a common-law spouse.
- (h) "common-law spouse" includes any man or woman who, although not legally married to an Employee, lives and cohabits with an Employee as the spouse of that Employee and has maintained such relationship for a period of five (5) years or more; or has maintained such relationship for a continuous period of two (2) years or more and has borne the child or children of such Employee; and is generally known as the Employee's spouse in the community in which they lived at the time of death of the Employee.

22.02 Where an Employee is disabled or killed as a result of an accident arising directly out of the course and in the scope of the Employee's employment with the Employer, ENMAX shall pay to the Employee, if disabled, or to the Employee's widow/widower or dependent children, if killed, the Employee's full pay under the terms and conditions hereinafter set out PROVIDED the accident is not proven to be an intentional act to cause injury or death.

- 22.03** (a) In the event an Employee is killed leaving a widow/widower surviving under the circumstances set out in Clause 22.02, the Employer shall pay to the widow/widower monthly, subject to the deductions set out in Clause 22.06, the full pay that the Employee would have received from the Employer had the Employee not been killed, the said sum to be payable from the date of death of the Employee until such time as the widow/widower dies or the date the Employee would have reached the age of sixty-five (65) years or the date the Employee would have been eligible for pension under the '85 factor', whichever is the earliest.

- (b) The Employer and the widow/widower, provided there are no dependent children, may mutually agree to a lump sum payment of three (3) times the Employee's annual salary in lieu of the provisions of Clause 22.03 (a).
- 22.04 (a)** In the event an Employee is killed under circumstances set out in Clause 22.02, leaving no widow/widower, but leaving a dependent child or children surviving the Employee the Employer shall, subject to the deductions set out in Clause 22.06, pay to each dependent child up to a maximum of four (4), a sum equal to twenty percent (20%) of the full pay that the Employee would have received from the Employer had the Employee not been killed, the said sum to be payable from the date of death of the Employee until such time as the child ceases to be a dependant child or the date the Employee would have reached the age of sixty-five (65) years or the date the Employee would have been eligible for pension under the '85 factor', whichever is the earliest.
- (b) Where the Employee leaves surviving him/her more than four (4) dependent children, the total payable by the Employer pursuant to Clause 22.04 (a) shall be paid to such dependent children in equal shares.
- (c) A sum payable by the Employer pursuant to this article shall be paid by the Employer as long as any child of the Employee remains a dependent child.
- 22.05** In the event the widow/widower dies subsequent to an Employee having been killed, the provisions of Clause 22.04 shall apply to any dependent child surviving the Employee and their widow/widower.
- 22.06** In determining the amount to be paid to a widow/widower or dependent child by the Employer, any benefits payable to the widow/widower or any dependent child by reason of the death of the Employee under any Workers' Compensation (except any payment for funeral expenses), Canada Pension Plan (except any payment for funeral expenses), ENMAX Pension Plan, any other pension plan or annuity or any of their equivalents that have not been personally contracted for by the Employee, the widow/widower or any of the Employee's family, or any damages awarded to the widow/widower or any dependent child by reason of the death of the Employee shall upon being awarded to the widow/widower or the dependent child, be deducted from the full pay.
- 22.07** Any sums of money payable by the Employer to any dependent child under the age of eighteen (18) years may properly be paid by the Employer to the legal guardian of such dependent child whose receipt shall be sufficient discharge to the Employer.
- 22.08** The Employer shall continue to ensure that the widow/widower or any dependent child will be covered by the appropriate Alberta Blue Cross Plan and the Alberta Hospitals Act

or any replacement, extension or substitution thereof in Alberta, PROVIDED the widow/widower or any dependent child at all times remains eligible for such coverage.

- 22.09** On the date that the Employee would have reached the age of sixty-five (65) years had the Employee not been killed, or the date the Employee would have been eligible for pension under the '85 factor', had the Employee not been killed, whichever is the earliest, the Employer shall pay to the widow/widower, if alive, each month an amount equal to the monthly pension to which the widow/widower would have been entitled as a widow/widower had the Employee died subsequent to their retirement date in the same manner and under the same conditions as may be provided in any ENMAX Pension Plan or its equivalent in existence at the date that the Employee would have reached the age of sixty-five (65) years or the date the Employee would have been eligible for pension under the '85 factor', whichever is the earliest.
- 22.10** In the event an Employee is disabled under circumstances set out in Clause 22.02, the Employer shall pay to the Employee monthly subject to the deductions set out in Clause 22.06, the full pay that the Employee would have received from the Employer had the Employee not been disabled until such time as the Employee dies or the date that the Employee reaches the age of sixty-five (65) years or the date the Employee would have been eligible for pension under the '85 factor', whichever is the earliest. PROVIDED THAT if the Employee fully recovers and is capable of being employed by the Employer at a salary which is equal to or in excess of the Employee's full pay, then the Employer's obligation herein shall cease.
- 22.11** Where a disabled Employee partially recovers and the Employer finds alternative employment for the Employee within the Employer, which the Employee is capable of performing, the full pay which the Employee is entitled to receive, shall be reduced by the monthly salary received from such employment.
- 22.12** A disabled Employee may earn from employment, other than employment with the Employer, up to twenty percent (20%) of the Employee's annual full pay without any reduction in the Employee's full pay, but any monies earned by the Employee from such employment in excess thereof shall be deducted from the Employee's full pay.
- 22.13** These provisions shall be administered by the Human Resources Department of the Employer.
- 22.14** Affidavits in a form and containing such information as may be prescribed by the Employer shall be filed annually with and on a date to be specified by the Human Resources Department of the Employer by the following persons:
- (a) widows/widowers;
 - (b) guardians of dependent children under the age of eighteen (18) years;
 - (c) dependent children over eighteen (18) years of age;

(d) disabled Employees.

22.15 Throughout these provisions, where the term "Employee" is used and where terms reflecting male and/or female gender are used, it shall be considered that either the feminine or masculine has been used where the context of the application so requires.

ARTICLE 23.00 DISMISSALS AND REDUCTIONS IN STAFF (see Intent Document 8.0 – p. 21)

23.01 Except for cause, a Permanent Employee who is dismissed shall receive two (2) weeks' notice, or two (2) weeks' pay in lieu of notice or any longer notice or pay in lieu of notice specified in the Employment Standards Code or as otherwise mutually agreed between the Union and the Employer. When an Employee chooses to leave the Employer, the Employee shall give the Employer two (2) weeks' notice.

23.02 In the event of a reduction in the staff of the Employer being necessary, seniority and ability at ENMAX Corporation, ENMAX Energy Corporation, ENMAX Power Corporation, ENMAX Power Services Corporation shall govern.

23.03 The Employer, for reasons of lack of work, shall endeavour to not lay off permanent Employees. In the event of a reduction of staff, the Employer will provide a general notice in accordance with 23.01 to Employees potentially affected, with the following information:

- Reason for the reduction of staff
- Classifications affected
- The effective date of reduction
- Number of positions being eliminated

For the purposes of redeployment, seniority shall be defined as IBEW Bargaining Unit journeyman seniority for the trades and related electrical staff, and IBEW Bargaining Unit seniority for the trades support group.

In all classifications:

- a. When it is necessary to reduce the number of Employees permanently appointed to a classification, the junior Employee in the affected classification shall be placed in a lateral or the next subordinate classification for which the Employee has the required qualifications and ability, thus displacing the least senior Employee in the classification within the same ENMAX company. This Employee in turn would be eligible to displace more junior Employees, based on seniority

and ability, in the same classification within the other Companies of ENMAX Corporation. The parties agreed that seniority and displacing would be applied by classification within each Company.

- b. If the Employee cannot be retained, the Employee may be subject to layoff and severance.
- c. Any Employee displaced by the redeployment process only has the redeployment option and is not eligible for severance, except for the most junior Journeyman who will have the option of severance or redeployment to a Trade Support position.
- d. This re-deployment process will not apply to indentured apprentices. It is not intended that journeymen will displace apprentices.

23.04 Any Employee who has been wrongfully dismissed by the Employer and who is later reinstated shall be compensated in full for all time lost, less any earnings the Employee may have made through other employment during the period following dismissal.

23.05 Any Employee desiring to appeal against his dismissal shall do so through a Union official. In the case of a grievance for dismissal, Step 1, Clause 8.02 of the grievance procedure may be omitted.

23.06 Employees leaving the Employer who have unsatisfactory performance appraisals and/or unsatisfactory attendance records shall be designated "not recommended for rehire" and will not be considered for re-employment under this clause. Conversely, Employees with satisfactory performance appraisals and satisfactory attendance records shall be designated "recommended for re-hire" and shall be considered for re-employment under this clause.

If the staff of an area is to be increased, former Permanent Employees "recommended for rehire" at the time of the Employee's layoff and laid off from the work group now being increased (trades or trade support), shall be offered re-employment in order of seniority provided they are qualified and possess sufficient training and experience to perform the required work satisfactorily.

23.07 Former Permanent Employees subject to re-employment shall be notified by telephone and if contact is not possible, by registered mail to the Employee's last address of record. An Employee so notified shall advise the Employer's Human Resources Department in writing, of the Employee's intentions. If an Employee does not report for work as required, the Employee shall lose any rights under this clause. Any Employee not offered re-employment within twelve (12) months of the Employee's layoff shall lose any rights under this clause.

23.08 In the event that there is a change of ownership in whole or part of ENMAX or a lay-off, with the result that an Employee or Employees become redundant, a redundant Employee whose employment is terminated under Article 23.00 of this Agreement shall be entitled to the following options which must be exercised within fourteen calendar days from the date of the redundancy (last day worked):

The redundant Employee, identified as part of the initial lay-off, shall have one of two choices (not both choices):

- (a) may request redeployment as per Article 23.00 of the Collective Agreement. Severance is not available to Employees electing redeployment.

OR

- (b) may accept severance based on the following terms:
 - (i) two (2) weeks' pay for each year of continuous service with ENMAX for Employees with five (5) years of service or less; or

two and a half (2.5) weeks for each year of continuous service with the City of Calgary and/or ENMAX for Employees with greater than five years of service, up to a maximum of fifty-two (52) weeks.
 - (ii) An Employee who selects severance loses all recall rights under the Collective Agreement with ENMAX.

23.09 The parties recognize that there may be some unique situations where, not due to lack of work or position elimination, it is in the best interest and desire of the Employer and an Employee that severance be offered to that Employee. In those situations, and at the discretion of the Employer, the Employer may offer severance to an Employee after first having discussed the situation with the Union. The Employee may refuse the offer of severance and employment will continue as if such an offer had not been made. If the Employee accepts such an offer, he will receive severance based on the formula provided in Article 23.08, his employment will be terminated, and rights to redeployment and/or recall will not be available.

ARTICLE 24.00 AUTOMATION AND JOB SECURITY

24.01 The Employer shall assume all its responsibilities with regard to Employees who may be affected by Automation, Mechanization or Technological change. For this reason, Management agrees to set up retraining or refresher programs for Employees thus affected.

24.02 The Employer shall endeavour to give the Union notice of the implementation of new methods and discuss with the Union any action liable to cause manpower problems.

24.03 If an Employee cannot cope with technical or technological improvements, and has to transfer, and is able to do the work to which the Employee transfers, the Employee shall continue to receive the wage rate administered at the time of the Employee's transfer, until such time as the lower rate reaches the Employee's former rate at the time of the Employee's transfer.

ARTICLE 25.00 TOOL REPLACEMENT

25.01 Personal tools, when worn out or damaged on the job, will be repaired or replaced by the Employer, when approved by the respective Supervisor.

ARTICLE 26.00 TRAINING (See Intent Document 9.0 – p. 22)

26.01 The parties recognize the need for ongoing training and have agreed to define training as follows:

- (a) Mandatory Training – Training programs that Employees are directed to take.
- (b) Optional Training – Training programs that are deemed by the Employer to be beneficial to Employees, but are not mandatory.
- (c) Personal Development Training – Training programs the Employee wishes to take that are not required for current position.

26.02 All costs including applicable wages shall be paid for attendance at Mandatory Training.

26.03 Costs for attendance at Optional Training shall include the cost of the course and reasonable expenses. Any weekly shortage of previously scheduled hours of work experienced by an Employee due to attendance at the Optional Training shall be paid at the Employee's regular rate of pay.

Any weekly excess above previously scheduled hours of work experienced by an Employee due to attendance at the Optional Training shall be paid at the regular rate of pay of the Employee or be given access to time off as mutually agreed.

26.04 Costs for attendance at Personal Development Training shall include only the direct cost of the course and has been pre-approved by the Employee's supervisor.

ARTICLE 27.00 WORKING DEFINITIONS

27.01 Electrical Journeyman Qualifications

All new Employees hired as Electrical Journeymen shall be qualified under the Apprenticeship and Industry Training Act of the Province of Alberta with respect to one or more branches of the electrical trade.

27.02 High Voltage

As defined by the Alberta Electrical Utility Code.

27.03 U.R.D.

Notwithstanding work jurisdictions assigned elsewhere in this Agreement, a Journeyman Powerline Technician or Power System Electrician shall perform underground residential distribution.

27.04 It is further agreed that if an Employee wishes to hold a permanent position more senior than Lead Hand in this section, the Employee must have worked a minimum of twelve (12) months in this section.

ARTICLE 28.00 WORKING CONDITIONS (See Intent Document 14.0 – p. 30)

28.01 General

- (a) There shall be at least two (2) Journeymen working together on high voltage circuits. In case of trouble, however, one (1) Journeyman may be sent out alone to watch until another can be obtained. Safe Operating Practices shall be observed, in accordance with Clause 27.02.
- (b) Where either party to this Agreement wishes to submit a request to the regulatory body governing safety in the Electrical Industry of Alberta, (either a change of regulations or relief from them), it is agreed that in so doing, that party shall also submit same, along with all supporting documentation, to the Employee Relations Council and the other party.

28.02 Journeyman Powerline Technician (PLT)

- (a) There shall be at least two (2) Journeyman Powerline Technicians with tools on all trucks, except as referred to in Clause 28.02 (b), (c) or (d).
- (b) **In Trouble Response, Tree Trimming, New Services, Locates and Streetlight Patrol** there shall be one (1) Journeyman Lineman on all trucks. However, any service which requires a multiple person crew pursuant to the Alberta Electrical and Utility Code or any other applicable safety issues, will be performed by two (2) or more Journeyman Powerline Technicians.

- (c) In a Streetlight Bucket Truck which includes a two person crew complement (staffed by a trades and a trade support person), the crew shall utilize the trades staff in performing aerial work.
- (d) In exceptional circumstances (ie: to avoid shut down of the bucket truck), and at the discretion of the Coordinator, the Coordinator may assign a one-person Journeyman trades crew on the Streetlight Bucket Truck. Examples where a one-person trades crew could be utilized are: installation and repair of streetlight facilities, parking lot lighting, etc., all in areas of low traffic. As Employee safety is a critical concern, any service which requires a multiple person crew pursuant to the Alberta Electrical and Utility Code, or any other applicable safety issues, will be performed by two or more Employees possessing the necessary qualifications.

28.03 Cable Splicer (PLT) or (PSE)

A cable crew shall consist of no less than one (1) Cable Splicer and one (1) Groundman, where the work consists of pulling cable (fibre or electrical) or the work performed occurs on de-energized vaults or manholes.

Where the work consists of “hands on work” with energized electrical cables and accessories, a cable crew will consist of a minimum of two (2) journeymen.

28.04 System Control Centre Operations

In the System Control Centre there shall be no less than two (2) qualified Employees on all shifts which shall include a System Operator, Assistant System Operator or their relief.

28.05 Journeyman Electrician (PSE)

All installations, checks and recall of transformer rated meters may be done by one (1) qualified Power System Electrician Journeyman. However, any installation which the Power System Electrician Journeyman feels a multiple person crew is required pursuant to the Alberta Electrical and Utility Code and the Safe Work and Operating Procedures, will be performed by two or more Power Systems Electrician Journeymen.

28.06 Protective Clothing and Equipment

- (a) (i) When necessary, the Employer shall supply the following protective clothing and equipment which is normally required for the protection of Employees. Employees shall be responsible for proper and reasonable care of such equipment: Safety belts (body and pole), spurs, protective headgear (linings), leather work gloves, rubber gloves or mitts and bag, leather protectors for rubber gloves or mitts, rainwear, rubber boots and goggles.

- (ii) **Safety eyewear is made available to all Employees and Employees are expected to wear the appropriate eyewear to provide the necessary protection for the task. CSA prescription safety eyewear will be provided at no cost to all eligible Employees in accordance with the Company's Safety Eyewear Standard.**
- (b) **Appropriate protective and/or flame resistant clothing shall include overalls, coveralls or rain wear and shall be issued to Employees whose work requires such clothing as follows: underground cable crews, transformer room crews, painting crews, station crews (oil work), and temporary issue on dirty jobs.**
- (c) **CSA approved footwear for use on the job shall be reimbursed by ENMAX upon the Employee providing the appropriate receipt in the following manner:**
 - i. **For routine exposure Employees, those that spend 50% or more time in field, will be eligible for \$250.00 per year or \$500.00 every two years which will include purchase or repair.**
 - ii. **For non-routine exposure Employees, those that spend less than 50% of their time in field, will be eligible for \$75.00 every year or \$300.00 every four years which will include purchase or repair.**

Routine and non-routine exposure will be determined by line management.

ARTICLE 29.00 APPRENTICES (See Intent Document 15.0 p. 30)

29.01 This article applies to apprentices working in any trade that is recognized by the Alberta Apprenticeship and Industry Training Act.

29.02 A Joint Apprenticeship Training Committee (JATC) shall be appointed by the parties and shall be comprised of three (3) Training Advisor Trades (PLT/PSE), and three (3) Management Representatives.

The JATC will work to review, support and provide guidance and feedback on the Apprenticeship Program.

Apprenticeship appeals shall be dealt with through the grievance process.

29.03 An Apprentice is one who is specifically employed to work at and to learn the applicable trade.

29.04 Ratio of Apprentices to Journeymen

- a) In the case of new construction, de-energized and grounded work, the ratio of Apprentices to Journeymen can vary depending on the work to be carried out, with due regards to safety.
- b) The ratio of Apprentices to Journeymen shall be 1 (one) Apprentice to 2 (two) Journeymen for the following energized work:
 - (i) Working on energized primary circuits (greater than 750 volts AC),
 - (ii) Working on energized network secondary systems,
 - (iii) Working on primary metering.

For all other energized work, the ratio will be 1(one) Apprentice to 1 (one) Journeyman.

Coordinators shall be excluded when determining the aforementioned ratios.

The Employer and the Union shall cooperate with the Provincial Government in maintaining Apprenticeship Training Programs.

- 29.05** For certain designated classes of work, learners and Apprentice type rate ranges are provided to recognize the increasing difficulty and responsibility of the work during the learning period. In these classifications, wage increments increases shall be given each twelve (12) months, upon the anniversary date of the appointment of the Employee to that class of work, until the maximum rate for the class is reached. Advancement from rate to rate shall be dependent on successful completion of technical training, length of service, and a satisfactory performance evaluation. Delays in technical training due to reasons beyond the apprentice's control shall not disqualify the apprentice from a retroactive annual increment increase providing satisfactory completion is accomplished.
- 29.06** All Apprentices shall serve the appropriate time at the specified trade, successfully complete the company apprenticeship performance evaluation and pass the approved Journeyman Examination in accordance with the Apprenticeship and Industry Training Act, before they can be offered an ENMAX Journeyman position.
- 29.07** Where an Apprentice has successfully completed his Apprenticeship and no Journeyman vacancy exists, the Employee may be permitted to remain with the Employer at the Journeyman rate. In the event of a reduction in staff, Employees who have successfully completed the ENMAX apprenticeship program and who have worked for longer than five (5) years shall revert to overall corporate seniority for the purpose of applying the provisions of Article 23.00.
- 29.08** No Apprentice shall be allowed to take charge of any shift.

- 29.09** (a) Electrical Apprentices shall be paid while working and/or attending Apprenticeship classes on a graduated scale as per the Apprentice Wage Schedule. MBTO Apprentices shall be paid while working and/or attending Apprenticeship classes at a Groundman classification rate of pay.
- (b) Tuition and all necessary educational material for Apprentices shall be paid for and supplied by the Employer free of charge, however, designated material and equipment shall remain the property of the Employer and be returned to the department upon completion of the school term.
- (c) The JATC shall determine an expense list for Apprentices attending classes that will be administered by the Employer. **The per diem for Apprentices while attending school shall be 50% of the National Joint Council of Public Service rate as per Appendix C for meal and incidental allowances.**
- 29.10** A graduate of NAIT or SAIT, or an equivalent two (2) year course in electrical technology, shall receive credit for one (1) year on the Employee's Apprenticeship for a Power System Electrician or Communications Electrician.
- 29.11** The Job Classifications under Article 11.00 entitled Jurisdictions and job classifications are applicable to the JATC.
- 29.12** Apprentices shall be permitted to retain the same rate of pay when transferring across from other classifications at a rate no higher than a Utility Worker.
- 29.13** Apprentices shall drive trucks at the discretion of the Apprentice's immediate supervisor. However, Apprentices shall not be considered to be truck drivers. Training on the ground, on poles, or in aerial baskets shall take priority over truck driving in every case.

ARTICLE 30.00 CONTRACTING OUT

- 30.01** Where ENMAX POWER CORPORATION operates a regulated business, the Employer will make every reasonable effort to use Employees for work required by the Corporation, rather than contracting such work out.
- 30.02** Prior to contracting out of work in the unregulated sector of the ENMAX Corporation, that would result in the loss of positions by bargaining unit members, the Employer agrees to consult with the Union.

ARTICLE 31.00 OUT OF TOWN WORK

Out of Town work shall be defined as: Outside the limits of the City of Calgary ENMAX Transmission/ Distribution system.

31.01 Overnight

- (a) In the event an Employee is required to perform work away from their headquarters and overnight away from home, the company will provide quality, single, commercial accommodation or reimburse the Employee for reasonable board and lodging expenses incurred.
- (b) Travel to and from the Employee's headquarters and the out of town worksite will be treated as at work and paid in accordance with the Collective Agreement.
- (c) With the concept of keeping the Company and the Employee whole, it is recognized that Employees incur travel time from their residence to their headquarters or worksite in Calgary. This concept will be used to base travel time for out of town worksites from the place of accommodation to the worksite.
- (d) If the worksite is more than 20 km (kilometers) in distance from the place of accommodation the Employee will be paid travel time beyond the 20 km to and from the worksite at the appropriate rate of pay.
- (e) When the Employee is required to operate a vehicle with air brakes, the operator of the vehicle is deemed to be at work and the 20 km free travel condition does not apply.
- (f) When use of the Employee's personal vehicle is required for Company business, mileage reimbursement will be made in accordance with the tax-exempt kilometer Revenue Canada Guidelines. (Canada Customs and Revenue Agency).

31.02 Return Daily

Travel to and from the Employee's headquarters and the out of town worksite will be treated as at work and paid in accordance with the Collective Agreement.

ARTICLE 32.00 GENERAL

- 32.01** Whenever 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 required.
- 32.02** If any provision within the Agreement is determined by an Arbitration Board, an Arbitrator or Court to be invalid, the remaining provisions will continue to have full force and effect.
- 32.03** A failure to follow terms of the Agreement by the Employer will not constitute a waiver of a provision of the Agreement and cannot be relied upon to create an Estoppel.

HOURLY WAGE RATES

		Effective Jan. 1/2015	Effective Jan. 1/2016	Effective Jan. 1/2017
Class Code	Apprentices	2015 Hourly Rate	2016 Hourly Rate	2017 Hourly Rate
02723	Electrician/Power System Electrician			
03315	Powerline Technician			
	1st Year 60% of Journeyman Rate	\$31.03	\$32.12	\$33.32
	1 st Year rate when transferring from Utility Worker	\$31.42	\$32.52	\$33.66
	2nd Year 65% of Journeyman Rate	\$33.61	\$34.79	\$36.09
	3rd Year 75% of Journeyman Rate	\$38.78	\$40.14	\$41.65
	4th Year 85% of Journeyman Rate	\$43.95	\$45.49	\$47.20
Class Code	Job Title	2015 Hourly Rate	2016 Hourly Rate	2017 Hourly Rate
03976	Coordinator (PLT)(PSE)	\$58.00	\$60.03	\$62.28
00997	Coordinators (Telecommunications)	\$58.00	\$60.03	\$62.28
03516	SystemOperator (PLT)(PSE)* /ControlCenter Trainer*	\$56.96	\$58.95	\$61.16
00988	Senior Line Inspector (PLT)	\$56.05	\$58.01	\$60.19
00996	Scheduler (PLT)(PSE)*	\$56.05	\$58.01	\$60.19
03475	Quality Inspector (PSE)	\$55.41	\$57.35	\$59.50
03558	Cable Splicer Crew Leader	\$55.41	\$57.35	\$59.50
03566	Training Advisor (Trades) (PLT/PSE)	\$55.41	\$57.35	\$59.50
03978	Work Methods Advisor (Trades) (PLT/PSE)	\$55.41	\$57.35	\$59.50
00991	Electrical Construction Planner *	\$55.31	\$57.25	\$59.40
03593	System Operations Planner (PLT)(PSE)*	\$55.31	\$57.25	\$59.40
02728	Project Leader (PLT)(PSE)	\$54.52	\$56.43	\$58.55
02729	Project Inspector Electrical (PLT)(PSE)	\$54.52	\$56.43	\$58.55
00990	Leadhand Line Patrolman (PLT)	\$54.42	\$56.32	\$58.43
02726	Leadhand (PLT)(PSE)	\$54.42	\$56.32	\$58.43
02730	Leadhand Maintenance Technician (PSE)	\$54.42	\$56.32	\$58.43
03480	Leadhand Locator Underground Cable (PLT) (PSE)	\$54.42	\$56.32	\$58.43
03564	Leadhand Service Installer (PLT)	\$54.42	\$56.32	\$58.43
03569	Leadhand 1st Line Response (PLT)	\$54.42	\$56.32	\$58.43
03591	Leadhand Cable Splicer (PLT)(PSE)	\$54.42	\$56.32	\$58.43
00989	Line Inspector (PLT)	\$54.42	\$56.32	\$58.43
03456	System Scheduler (PLT)(PSE)*	\$54.42	\$56.32	\$58.43
03457	Senior Cable Locator (PLT)(PSE)	\$54.42	\$56.32	\$58.43
03486	Assistant System Operator (PLT)(PSE)*	\$54.42	\$56.32	\$58.43
03565	Safety & Training Assistant – OHS (PLT)(PSE)	\$54.42	\$56.32	\$58.43
03492	Assistant System Operator Trainee (PLT)(PSE)	\$54.42	\$56.32	\$58.43
02725	Leadhand (CE)	\$54.42	\$56.32	\$58.43
03980	Mobile Fleet and Equipment Coordinator (HET)*	\$53.93	\$55.82	\$57.91
03526	Leadhand (Telecommunications)	\$53.90	\$55.79	\$57.88
03470	Journeyman Power System Electrician – Meters (PSE)	\$51.71	\$53.52	\$55.53
03494	Journeyman Power System Electrician –Station (PSE)	\$51.71	\$53.52	\$55.53

Class Code	Job Title	2015 Hourly Rate	2016 Hourly Rate	2017 Hourly Rate
03561	Journeyman Power Lineman (PLT)	\$51.71	\$53.52	\$55.53
03592	Cable Splicer (PLT)(PSE)	\$51.71	\$53.52	\$55.53
02724	Journeyman Construction Electrician	\$51.71	\$53.52	\$55.53
03521	Journeyman Communications Electrician	\$51.71	\$53.52	\$55.53
03491	Vehicle Maintenance Organizer (HET)*	\$50.43	\$52.20	\$54.16
03597	Quality Assurance Inspector (Trade Support)	\$43.38	\$44.90	\$46.58
03718	Coordinator (Trade Support)	\$43.38	\$44.90	\$46.58
03797	Warehouse Coordinator	\$43.38	\$44.90	\$46.58
03490	Training Advisor (Trade Support)	\$41.65	\$43.11	\$44.73
03979	Work Methods Advisor (Trade Support)	\$41.65	\$43.11	\$44.73
03491	Vehicle Maintenance Organizer*	\$40.65	\$42.07	\$43.65
03465	Senior Works Inspector	\$40.65	\$42.07	\$43.65
03466	Project Leader (Trade Support)	\$40.65	\$42.07	\$43.65
03567	Safety & Training Assistant – OHS (Trade Support)	\$40.65	\$42.07	\$43.65
02727	Leadhand (Trade Support)	\$39.53	\$40.91	\$42.44
03459	Works Inspector	\$38.87	\$40.23	\$41.74
02945	Maintenance Man*	\$38.76	\$40.12	\$41.62
03594	Maintenance Man (Minor Service Orders)*	\$38.76	\$40.12	\$41.62
02586	Journeyman Mobile Boom Truck Operator (MBTO)	\$38.76	\$40.12	\$41.62
01951	Meterman IV*	\$36.58	\$37.86	\$39.28
03595	Material Handler - Rubber Lab	\$36.58	\$37.86	\$39.28
02731	Material Handler*	\$35.59	\$36.84	\$38.22
03596	Site Assessor	\$35.59	\$36.84	\$38.22
02572	Cable Trencher	\$35.50	\$36.74	\$38.12
01950	Meterman III*	\$34.81	\$36.03	\$37.38
02722	Groundman	\$34.80	\$36.02	\$37.37
01950	Meterman II*	\$33.61	\$34.79	\$36.09
02561	Warehouse/Utility Worker	\$33.51	\$34.68	\$35.98
02559	Truck Driver	\$33.43	\$34.60	\$35.90
01950	Meterman I*	\$32.22	\$33.35	\$34.60
02720	Utility Worker - Step 1	\$28.28	\$29.27	\$30.37
02720	Utility Worker - Step 2	\$31.42	\$32.52	\$33.74
03977	Construction Labourers	\$21.70	\$22.46	\$23.30












*** Positions classified as non-routine exposure.**

1) Journeyman Mobile Boom Truck Operator (02586) rate is paid to Employees who hold a permanent Journeyman MBTO bid and to Groundmen with Journeyman MBTO certification when they are assigned to operate. Journeyman MBTO certified Employees who do not hold a permanent Journeyman MBTO bid will receive Groundman rate when not assigned to operate. MBTO Apprentices will receive Groundman rate.

2) All new Utility Workers (0720) shall be paid at ninety (90%) percent of the Utility Worker rate until the accumulation of 2080 regular hours of work

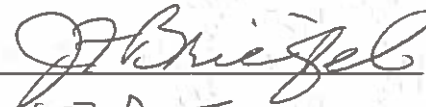




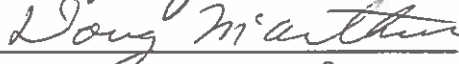

Signed this 17th day of December, 2014, in the City of Calgary.

On behalf of ENMAX Corporation


Donavan

Eric Kuchner

[unclear]

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On behalf of Local 254,

International Brotherhood of
Electrical Engineers


J. Briegel

[unclear]

[unclear]

[unclear]

Wayne

Doug Martin

[unclear]

Letter of Understanding #1
Between
ENMAX Corporation
and
Local Union 254
International Brotherhood of Electrical Workers

LETTER #1

Shift Premiums

It is agreed between the parties that Employees required to work other than Hours of Work as defined in Articles 13.01 through 13.04 will be entitled to receive premiums as indicated in the attached schedule.

Workers to receive additional straight time payable on the following basis:

- this amount to be pro-rated according to the Employees length of service as a worker during the appropriate preceding period. Payments will be made on a semi-annual basis.
- at their option, Employees may elect to credit the dollar amount earned to the Employee's VO bank, notwithstanding, the maximum VO bank allowable at any one time cannot exceed an amount equivalent to one-hundred and sixty (160) hours at the Employee's current rate.

Shift	Area	Shift Differential	Shift Worker Premiums	Rest Period
24 hr/day – 7 days/week rotating revolving	System Control Centre	\$1.14/hour	80 hours	Unscheduled
	-System Operator	\$1.14/hour	80 hours	Unscheduled
	- Assistant System Operator	\$1.14/hour	80 hours	Unscheduled
	Station/ Trouble Operators	\$1.14/hour	80 hours	Unscheduled
12 hour night shift 7 days/week	Street lighting/ Trouble Response	\$1.14/hour	80 hours	Unscheduled
5 day/4 day work week Days Monday – Friday	Trouble Response Coordinator	\$1.14/hour	80 hours	Unscheduled
5 day/4 day work week Major portion between 8 pm & 8 a.m.	Night Crews	\$1.14/hour	30 hours	Scheduled
12 hour day shift Rotating; 7 days/week	Trouble Response Leadhands	\$1.14/hour	80 hours	Unscheduled

Signed this 17th day of December, 2014

FOR ENMAX CORPORATION



Robert Altree, Director
Employee Relations

FOR LOCAL 254 INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS



John Briegel
Business Manager

**Letter of Understanding #2
Between
ENMAX Corporation
and
Local Union 254
International Brotherhood of Electrical Workers**

LETTER #2 Line Apprentices Training

With reference to the Employees in the aforementioned Corporations, the parties hereby agree to the following as a means of providing training for line Apprentices:

1. The service truck is to be used for training Apprentices and shall be used to run standard services only (i.e. clean poles, free from primary under-build). The training service truck shall be in addition to regular service trucks and shall consist of one (1) Journeyman to one (1) Apprentice.
2. The assembly, dismantling or construction of de-energized circuits shall consist of at least one (1) Journeyman; the remainder of the crew will be Apprentices for training purposes.
3. The Trouble Response trucks may be used for training Apprentices, where the crew may consist of one (1) Journeyman to one (1) Apprentice.

Signed this 17th day of December, 2014

FOR ENMAX CORPORATION



Robert Altree
Director, Employee Relations

**FOR LOCAL 254 INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**



John Briegel
Business Manager

**Letter of Understanding #3
Between
ENMAX Corporation
and
Local Union 254
International Brotherhood of Electrical Workers**

LETTER #3 Compressed Work Week Hours of Work


Effective the date of signing of this Letter of Understanding with reference to all ENMAX Corporation and Local Union 254 International Brotherhood of Electrical Workers, excluding **System Control Centre Operators and Trouble Response**, the parties hereby agree to the following:

1. The provisions of Article 13.01, 13.02, 13.03, 13.04, 13.06, 13.08 and 13.09 of the Collective Agreement are excluded.
2. The regular hours of work shall be as follows, unless otherwise mutually agreed:
 - a. Maximum daily hours of work – **nine (9)**
 - b. Maximum period from commencement to conclusion of a daily shift – **nine (9)**
 - c. Number of weeks in a continuous cycle of employment designating the work shifts of all Employees – **two (2)**
 - d. Maximum consecutive days of work – **five (5)**
 - e. Maximum days of work in a scheduled work week – **five (5)**
 - f. Maximum days of work in a continuous cycle of employment - **nine (9)**
 - g. Days of rest in a continuous cycle of employment – **five (5)**
 - h. Average weekly hours of work in a continuous cycle of employment – **forty (40)**
 - i. The lunch break will be replaced with two (2) - twenty (20) minute breaks to be taken at the work site.
3. Shift hours shall be so arranged that there shall be fifteen (15) consecutive hours of rest between shifts and should an Employee be required to work during this intermission, the Employee shall be paid at the overtime rate, except when changing shifts according to a set schedule. All changes in shift hours shall be posted five (5) days prior to the shift being worked, emergency shifts excepted.
4. Where there are only two (2) shifts, any nine (9) consecutive hours shall constitute a day's work.
5. Either of the parties may decide at any time to revert from the compressed work week. Notice of desire to revert must be given at least thirty (30) days prior to completion of a complete cycle.

6. All Letters of Understanding pertaining to the above work areas, signed prior to the signing date of this Letter of Understanding shall be deemed to be null and void.

Signed this 17th day of December, 2014

FOR ENMAX CORPORATION



**Robert Altree, Director
Employee Relations**

**FOR LOCAL 254 INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**



**John Briegel
Business Manager**

**Letter of Understanding #4
Between
ENMAX Corporation
and
Local Union 254
International Brotherhood of Electrical Workers**

LETTER #4 System Control Centre Hours of Work

The intent of this Letter of Understanding is to administer the **System Control Centre** shift scheduling in a fair and consistent manner for all staff in the **System Control Centre**. This will ensure that ENMAX has the ability to utilize staff complements efficiently and effectively while minimizing disruptions to shift workers' personal lives.

Effective the date of signing this Letter of Understanding, the above-noted parties agree to the following terms and conditions of employment which will apply to those Employees working non-standard hours within the ENMAX **System Control Centre**:

1. This Letter of Understanding forms part of the Collective Agreement and replaces the existing Letter #4. The provisions of Article 13.00, 19.02 (e), and 28.04 of the Collective Agreement are excluded.
2. For the purpose of this Letter of Understanding, the following definitions apply to all Employees working non-standard hours:

Mutually agreed – between the affected Employee and management.

Shift – a work period consisting of **twelve (12)** consecutive hours and commonly referred to as a day shift or night shift or as referenced in paragraphs **nine (9)** and **ten (10)**.

Hours of Work – determines the start and stop time of a shift. Unless otherwise mutually agreed to, the start and stop times shall be 07:00 hours and 19:00 hours.

Schedule – determines the shifts to be worked and the time off for a period of one year excluding "Flex work weeks".

Cycle – determines the number of days or weeks the cycle covers before it repeats itself. Each cycle shall average **forty (40)** hours per week over the cycle.

Regular Shift – the shifts that have been scheduled and posted and not identified as a "Flex Shift" on the schedule.

Flex Shift – (for SO5, ASO5, Station Operator and relief Station Operator) a **twelve (12)** hour shift within a Flex work week. Flex shifts may be moved without payment of overtime within the Flex work week.

Work Week – Monday 07:00 hours to the following Monday 07:00 hours.

Flex Work Week – (for SO5, ASO5, Station Operator and relief Station Operator) the week(s) within the cycle where the Flex shifts may be moved without payment of overtime.

Scheduled Day off – indicated by an X on the posted schedule.

Mandatory Training – training programs that Employees are directed to take.

Optional Training – training programs that are deemed by the Employer to be beneficial to Employees, but are not mandatory.

Personal Development Training – training programs the Employee wishes to take that are not required for current position but is not directed to take.

3. Based on the current operational needs of the Utility, the following shall be considered as minimum shift complements for scheduling and time off requests:

Two (2) Operators on shift at all times – one (1) System Operator (SO), one (1) Assistant System Operator (ASO). Minimum of **one (1)** permanent/temporary ASO on shift at all times (when relieving as System Operator).

Two (2) person coverage for Station Operator on shift - Monday to Thursday (Corporate holidays excepted).

One (1) person coverage for Station Operator on shift - Friday (Corporate holidays excepted).

One (1) person coverage for System Control Centre Trainer/System Scheduler.

Corporate holidays that are not recognized by external parties may require normal staffing complements of the Station Operator positions.

4. A schedule, showing the days and hours of work as well as the days of rest, for a continuous **twelve (12)** month period, shall be posted for all ENMAX System Control Centre Operators, Station Operators, System Scheduler and System Control Centre Trainer. (These posted hours of work shall constitute the “regular hours of work” of the Employee).

5. For regular shifts a minimum of **twenty-eight (28)** days notification must be given for shift changes (day to night, night to day) within the same posted work day. Shift changes with less than the required notification period will result in overtime. Upon mutual agreement shift changes may be made with less than **twenty-eight (28)** days notice with no payment of overtime.
6. For Flex shifts a minimum of **four (4)** days' notification must be given for the flex shift to change within the flex work week. In addition, no changes to the flex shift will be made after the last shift worked in the week prior to the flex work week. Changes with less than the required notification period will result in overtime.
7. Any hours worked, other than those posted on the schedule, shall be subject to the overtime provisions of the Collective Agreement. The only exception(s) being - "flex days" that may be re-scheduled within the posted "flex work weeks" and training days which may be scheduled - subject to mutual agreement between the Employee and management or as noted in this Letter of Understanding.
8. The posted schedule shall be as mutually agreed to between the parties.
9. The posted schedule for the **System Control Centre Trainer** will consist of a **forty (40)** hour work week consisting of **ten (10)** hour days normally worked between the hours of 07:00hrs - 17:00hrs Tuesday to Friday, or as mutually agreed to. Changes to the posted schedule will be mutually agreed upon. The **System Control Centre Trainer** and the **System Scheduler** hours of work will be arranged so that coverage is provided on a **five (5)** day basis Monday to Friday.
10. The posted schedule for the **System Scheduler** will consist of a 40 hour work week consisting of 10 hour days normally worked between the hours of 07:00hrs and 17:00hrs Monday to Thursday or as mutually agreed to. Changes to the posted schedule will be mutually agreed upon. The **System Control Centre Trainer** and the **System Scheduler** hours of work will be arranged so that coverage is provided on a 5 day basis Monday to Friday.
11. The regular hours of work, as posted on the schedule, shall be reconciled at the end of each cycle. This reconciliation shall not include mutually agreed upon training hours that are in excess of the posted hours for Approved Training and Personal Development Training.

Overtime as a result of Mandatory Training shall be paid at each pay period.
12. The posted schedule of a **System Control Centre Operator** may only be changed to accommodate: long term illness and accident, resignations, retirements, promotions of **System Control Centre Employees**, or as otherwise stated within this Letter of Understanding.

13. To accommodate Optional Training, the schedule may be altered if mutually agreeable between the Employee and management. Neither ENMAX management nor the Employee shall unreasonably withhold any such mutual agreement.
- a. Any weekly shortage of previously scheduled hours of work experienced by an Employee due to attendance at a mutually agreed upon training session shall be paid at the Employee's regular rate of pay.
 - b. Any weekly excess above previously scheduled hours of work experienced by an Employee due to attendance at a mutually agreed upon training session shall be paid at the regular rate of pay of the Employee and subject to the VO provisions of the Collective Agreement.
 - c. Mandatory Training shall be subject to the overtime provisions of the Collective Agreement.
 - d. Personal Development Training – courses which are taken on the Employee's own time and for which only the direct cost may be paid by ENMAX.
14. Corporate Holiday premiums shall apply to the actual hours worked on the day of the Holiday.
- a. Should a Corporate Holiday occur on a scheduled day off, the affected Employee shall receive **twelve (12) hours' lieu pay** (lieu time-bankable) for the Corporate Holiday and double time for any hours worked if called upon to work.
 - b. Should a Corporate Holiday fall on a posted shift, the affected Employee shall receive:
 - i. **twelve (12) hours lieu pay** (lieu time-bankable) for the Corporate Holiday, plus
 - ii. regular pay for all hours worked at the single shift differential rate, plus
 - iii. bonus pay (non-bankable as per Revenue Canada directive) which equals regular pay for the actual hours worked on the Corporate Holiday.
 - c. Should a Corporate Holiday fall on a posted shift and the Employee, at the Employer's direction, is not required to work, that Employee shall receive the shift off with regular hours of pay; or at the Employee's option, shall receive **twelve (12) hours' lieu pay** (lieu time-bankable) in lieu of such Holiday and shall work another equivalent and mutually agreeable shift at regular pay within the same cycle.
 - d. Lieu time off shall be taken not later than the Employee's next annual vacation.

15. Shift differential will be granted in accordance with the rate, as stipulated in Article 17 of the Collective Agreement, for any hours of work (other than overtime) performed between 15:00 hours and 07:00 hours.
16. For relief and training duties of the **System Control Centre Trainer** and **System Scheduler**, upon mutual consent, an Operator's shift may be changed.
17. Employees working on Saturday or Sunday shifts shall receive one (1) hour extra pay.
18. All **System Control Centre Operators**, including **System Control Centre Trainer** and **System Scheduler**, shall receive a shift worker's premium of eighty (80) hours V.O. time in accordance with the principles stated in Letter of Understanding #1.
19. **System Control Centre System Operators** and the **System Control Centre Trainer**, in addition to (18) above, shall receive ninety-six (96) hours V.O. time in accordance with the principles stated in Letter of Understanding #7.
20. For Employees working the **System Control Centre** schedule:
 - a. the lunch break will be cancelled.
 - b. the work day will have two (2) – twenty (20) minute breaks taken at the work site.
21. In addition to Article 8.00, a Letter of Understanding Joint Committee shall be convened on an as needed basis for the purpose of resolving questions or disputes over the clarification and/or interpretation of this Letter of Understanding. Such issue(s) shall be brought to this Committee in writing for resolution before resorting to the grievance procedure. Time limits for filing a grievance pursuant to Article 8.01 will be extended by up to fourteen (14) days to allow time for the Committee to meet and resolve the issue(s).
22. Any policies, memorandum or agreements that are or may be developed with reference to the working conditions within the **ENMAX System Control Centre** shall comply with the provisions of this Letter of Understanding.
23. All Letters of Understanding or Shift Scheduling Policies affecting the **ENMAX System Control Centre**, signed prior to the signing date of this Letter of Understanding, shall be deemed null and void.
24. This **System Control Centre** Letter of Understanding shall be reviewed by a Letter of Understanding Joint Committee annually, but no later than November 1st of each year.
25. Where a need to change the schedule is deemed necessary by Management or the Union, the **System Control Centre** schedule shall be reviewed immediately by a Letter of

Understanding Joint Committee for the purpose of addressing that need. The new schedule shall be developed within a maximum of **fourteen (14)** days and shall be implemented only after **twenty-eight (28)** days' notice has been given. This change to the posted schedule will not result in overtime being paid.

26. The Letter of Understanding Joint Committee shall consist of four **(4)** System Control Centre Union members, a Union Business Agent and Management representation.
27. Either of the parties may decide at any time to revert from the compressed workweek. Notice of desire to revert must be given at least thirty (30) days prior to completion of the complete cycle.

Signed this 17th day of December, 2014

FOR ENMAX CORPORATION



Robert Altree, Director
Employee Relations

FOR LOCAL 254 INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS



John Briegel
Business Manager

**Letter of Understanding #5
Between
ENMAX Corporation
and
Local Union 254
International Brotherhood of Electrical Workers**

LETTER #5 Trouble Response Hours of Work

The intent of this Letter of Understanding is to administer the Trouble Response shift scheduling in a fair and consistent manner for all staff. This will ensure that ENMAX has the ability to utilize staff complements efficiently and effectively while minimizing disruptions to shift workers' personal lives.

Effective the date of signing this Letter of Understanding, the above-noted parties agree to the following terms and conditions of employment which will apply to those Employees working non-standard hours within Trouble Response:

1. This Letter of Understanding forms part of the Collective Agreement and replaces the existing Letter #5. The provisions of Article 13.00 and 19.02 of the Collective Agreement are excluded.
2. For the purpose of this Letter of Understanding, the following definitions apply to all Employees working non-standard hours:

Mutually agreed – between the affected Employee and management.

Shift- a work period consisting of **ten (10) or twelve (12)** consecutive hours and commonly referred to as a day shift, afternoon shift or night shift or as referenced in paragraphs (8) and (9).

Hours of Work – determines the start and stop time of a shift.

Schedule – determines the shifts to be worked and the time off for a period of one year.

Cycle – determines the number of days or weeks the cycle covers before it repeats itself. Each cycle shall average **forty (40)** hours per week over the cycle.

Trouble Response –includes the Day shifts, Afternoon shifts and Night shifts.

Work Week - Monday to the following Monday.

Scheduled Day off – indicated by a blank on the posted schedule.

Mandatory Training – training programs that Employees are directed to take.

Optional Training – training programs that are deemed by the Employer to be beneficial to Employees but are not mandatory.

Personal Development Training – training programs the Employee wishes to take that are not required for current position.

3. Based on the current operational needs of the Utility, the following shall be considered as minimum shift complements for scheduling and time off requests: Minimum of **two (2)** qualified staff working at all times on each shift.

4. A schedule, showing the days and hours of work as well as the days of rest, for a continuous **twelve (12)** month period, shall be posted for all ENMAX Trouble Response staff. (These posted hours of work shall constitute the “regular hours of work” of the Employee).

5. For regular shifts a minimum of **twenty-eight (28)** days’ notification must be given for shift changes (day to night, afternoon, night to day) within the same posted work day. Shift changes with less than the required notification period will result in overtime.

Upon mutual agreement shift changes may be made with less than 28 days notice with no payment of overtime.

6. Any hours worked, other than those posted on the schedule, shall be subject to the overtime provisions of the Collective Agreement. The only exceptions being training days which may be scheduled - subject to mutual agreement or as noted in this agreement.

7. The posted schedule shall be as mutually agreed to between the parties.

8. Hours of work shall be as the posted schedule.

9. The regular hours of work, as posted on the schedule, shall be reconciled at the end of each cycle. This reconciliation shall not include mutually agreed upon training hours that are in excess of the posted hours for Approved Training and Personal Development Training. Overtime as a result of Mandatory Training shall be paid at each pay period.

10. The posted schedule of Trouble Response may only be changed to accommodate: long term illness and accident, resignations, retirements, promotions of Trouble Response Employees, or as otherwise stated within this Letter of Understanding.

11. To accommodate Optional Training, the schedule may be altered if mutually agreeable between the Employee and management. Neither ENMAX management nor the Employee shall unreasonably withhold any such mutual agreement.
 - a. Any weekly shortage of previously scheduled hours of work experienced by an Employee due to attendance at a mutually agreed upon training session shall be paid at the Employee's regular rate of pay.
 - b. Any weekly excess above previously scheduled hours of work experienced by an Employee due to attendance at a mutually agreed upon training session shall be paid at the regular rate of pay of the Employee and subject to the VO provisions of the Collective Agreement.
 - c. Mandatory Training shall be subject to the overtime provisions of the Collective Agreement.
 - d. Personal Development Training – courses which are taken on the Employee's own time and for which only the direct cost may be paid by ENMAX.
12. Corporate Holiday premiums shall apply to the actual hours worked on the day of the Holiday.
 - a. Should a Corporate Holiday occur on a scheduled day off, the affected Employee shall receive twelve (12) hours' lieu pay (lieu time-bankable) for the Corporate Holiday and double time for any hours worked if called upon to work.
 - b. Should a Corporate Holiday fall on a posted shift, the affected Employee shall receive twelve (12) hours' lieu pay (lieu time-bankable) for the Corporate Holiday, plus Regular pay for all hours worked, plus bonus pay (non-bankable as per Revenue Canada directive) which equals regular pay for the actual hours worked on the Corporate Holiday.
 - c. Lieu time off shall be taken not later than the Employee's next annual vacation.
13. Shift differential will be granted in accordance with the rate, as stipulated in Article 17 of the Collective Agreement, for any hours of work (other than overtime) performed between 15:00 hours and 07:00 hours.
14. For relief and training duties of the positions, upon mutual consent, a Trouble Response personnel's shift may be changed.
15. Employees working on Saturday or Sunday shifts shall receive one hour extra pay.

16. All Trouble Response personnel shall receive a shift worker's premium of eighty (80) hours' V.O. time in accordance with the principles stated in Letter of Understanding #1.
17. For Employees working the Trouble Response schedule:
 - a. The lunch break will be cancelled.
 - b. The workday will have two (2) - twenty (20) minute breaks taken at the work site.
18. In addition to Article 8.00, a Letter of Understanding Joint Committee shall be convened on an as needed basis for the purpose of resolving questions or disputes over the clarification and/or interpretation of this Letter of Understanding. Such issue(s) shall be brought to this Committee in writing for resolution before resorting to the grievance procedure. Time limits for filing a grievance pursuant to Article 8.01 will be extended by up to fourteen (14) days' to allow time for the Committee to meet and resolve the issue(s).
19. Any policies, memorandum or agreements that are or may be developed with reference to the working conditions within the ENMAX Trouble Response shall comply with the provisions of this Letter of Understanding.
20. All Letters of Understanding or Shift Scheduling Policies affecting the ENMAX Trouble Response, signed prior to the signing date of this Letter of Understanding, shall be deemed null and void.
21. This Trouble Response Letter of Understanding shall be reviewed by a Letter of Understanding Joint Committee annually, but no later than November 1st of each year.
22. Where a need to change the schedule is deemed necessary by Management or the Union, the Trouble Response schedule shall be reviewed immediately by a Letter of Understanding Joint Committee for the purpose of addressing that need. The new schedule shall be developed within a maximum of fourteen (14) days and shall be implemented only after twenty-eight (28) days' notice has been given. This change to the posted schedule will not result in overtime being paid.
23. The Letter of Understanding Joint Committee shall consist of four Trouble Response Union members, a Union Business Agent and Management representation.
24. Either of the parties may decide at any time to revert from the compressed workweek. Notice of desire to revert must be given at least thirty (30) days prior to completion of the complete cycle.


Signed this 17th day of December, 2014

FOR ENMAX CORPORATION



Robert Altree, Director
Employee Relations

FOR LOCAL 254 INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS



John Briegel
Business Manager

Letter of Understanding #6
Between
ENMAX Corporation
and
Local Union 254
International Brotherhood of Electrical Workers

LETTER #6 Single Journeyman Vehicle Operation

When a Journeyman is assigned from shop headquarters to work alone, and is responsible for a work vehicle (transport) and tooling, the Employee will receive the applicable Lead Hand Rate. In accepting this rate the Journeyman also accepts responsibility for supervision of the work, the vehicle, and associated tooling.

The rate and supervisory responsibilities apply regardless of whether the Journeyman has been assigned to work alone, or is in charge of other classifications as detailed in the Collective Agreement.

Signed this 17th day of December, 2014

FOR ENMAX CORPORATION



Robert Altree, Director
Employee Relations

**FOR LOCAL 254 INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**



John Briegel
Business Manager

**Letter of Understanding #7
Between
ENMAX Corporation
and
Local Union 254
International Brotherhood of Electrical Workers**

LETTER #7 96 Hours VO

It is understood between the parties that the **System Control Centre System Operator, Project Leader, Project Inspector Electrical, Coordinators and Vehicle Maintenance Organizers (HET)** will be granted ninety six (96) hours' V.O. time, in recognition for extra time spent in daily work preparation. It is further agreed that relief personnel shall receive the same consideration pro-rated on the time spent as relief.

Signed this 17th day of December, 2014

FOR ENMAX CORPORATION



**Robert Altree, Director
Employee Relations**

**FOR LOCAL 254 INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**



**John Briegel
Business Manager**

**Letter of Understanding #8
Between
ENMAX Corporation
and
Local Union 254
International Brotherhood of Electrical Workers**

LETTER #8 Required Procedure for Promotion to Permanent Coordinator (Except Mobile Fleet and Equipment Coordinator)

The parties have agreed to the following procedure for the selection of permanent Coordinators in the PLT, PSE. and Trade Support Sections of the Employer.

1. Employees must bid the relief Coordinator positions in the desired section and will only be permitted to hold one relief Coordinator bid per year.
2. The successful applicant holding the relief bid will be moved into that section for the duration of the posting, and will be paid no less than the Employee's permanent rate of pay regardless of the work assigned over this period.
3. Each relief Employee must successfully complete the following requirements:
 - a. the required supervisory courses,
 - b. obtain work experience in the section,
 - c. obtain a successful evaluation.
4. In order to obtain the permanent position, the requirement of three (3) above must have been met during the preceding five (5) years.

Signed this 17th day of December, 2014

FOR ENMAX CORPORATION



**Robert Altree, Director
Employee Relations**

**FOR LOCAL 254 INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**



**John Briegel
Business Manager**

**Letter of Understanding #9
Between
ENMAX Corporation
and
Local Union 254
International Brotherhood of Electrical Workers**

LETTER #9 Trade Support

The parties agree to utilize the Employee Relations Council, consisting of representatives from IBEW Local 254 and the Employer, to review the potential for expanding current duties and responsibilities of Trade Support staff within the Employer.

Management will ensure that:

1. any expansion of work of Trade Support staff will not be in contravention of the Electrical and Communication Utility Code, Part 1 of the Canadian Electrical Code and Safety Codes Act, or any other applicable legislation; and
2. that no Journeyman will be laid off as a direct result of expansion of work or Trade Support staff.

Signed this 17th day of December, 2014

FOR ENMAX CORPORATION

A handwritten signature in black ink, appearing to read "R. Altree", written over a horizontal line.

**Robert Altree, Director
Employee Relations**

**FOR LOCAL 254 INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**

A handwritten signature in blue ink, appearing to read "J. Briegel", written over a horizontal line.

**John Briegel
Business Manager**

**Letter of Understanding #10
Between
ENMAX Corporation
and
Local Union 254
International Brotherhood of Electrical Workers**

LETTER #10 Implementation of Alternate Staff Complements

Notwithstanding Article 28.02 (a), the parties recognize that needs of the operation may warrant the implementing of alternate staff complements. Taking into account mutual interests, the parties will enter into discussions, with input from the Union included in any Employer decision, prior to implementation of alternate staff complements. Compliance with the Alberta Electrical and Utility Code will be maintained.

Signed this 17th day of December, 2014

FOR ENMAX CORPORATION



Robert Altree
Director, Employee Relations

**FOR LOCAL 254 INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**



John Briegel
Business Manager

**Letter of Understanding #11
Between
ENMAX Corporation
and
Local Union 254
International Brotherhood of Electrical Workers**

LETTER #11 Vacation Carry Over for Retiring Employees

The Employer agrees that upon ratification of an Agreement to succeed the 1999-2000 Collective Agreement, an Employee who has given notice to terminate their employment with the Employer on a specific date to retire to an immediate pension shall be allowed to carry over the whole of their current vacation entitlement from the year prior to the specified retirement date or be paid out as of the same date.

The Employer further agrees, that for the term of this Agreement, to pay the retiring Employee an amount, which equals the Employee's current vacation entitlement.


Signed this 17th day of December, 2014

FOR ENMAX CORPORATION



Robert Altree, Director
Employee Relations

**FOR LOCAL 254 INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**



John Briegel
Business Manager

Letter of Understanding #12
Between
ENMAX Corporation
and
Local Union 254
International Brotherhood of Electrical Workers

LETTER #12 Job Evaluation Committee

The parties agree to establish a Job Evaluation Committee with equal representation from the Employer and the Union and one (1) representative from HR who will act as a non-voting resource person.

The responsibilities of the Committee will be to make recommendations to the Employee Relations Committee with regards to:

- Position descriptions for all IBEW positions
- Comparitors in the market
- Classification and rate for IBEW positions
- Significant changes in IBEW positions or classifications
- Rate of pay of newly-created IBEW positions

If the Job Evaluation Committee is unable to reach a consensus on recommendations on any of the above responsibilities, the matter will be dealt with by the Employee Relations Council.

If the recommendations are not approved by the Employee Relations Council, the recommendations may be sent back to the Job Evaluation Committee for further review.

Signed this 17th day of December, 2014

FOR ENMAX CORPORATION



Robert Altree, Director
Employee Relations

**FOR LOCAL 254 INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**



John Briegel
Business Manager

**Letter of Understanding #13
Between
ENMAX Corporation
and
Local Union 254
International Brotherhood of Electrical Workers**

LETTER #13 Project Agreement

In recognition of the need to procure competitive work, the parties are committed to working together to establish competitive terms and conditions; which may include flexibility, competitive wages, innovative practices and efficiencies.

It is recognized that from time to time certain terms and conditions of employment may require alterations from those contained in this Agreement in order for the Employer to obtain certain work or execute certain work in a competitive manner. In such circumstances, either party may request alterations in the terms and conditions of the Agreement and may specify what alterations are requested. If the requested alterations are specified, the other party must consider the request and provide a decision to the request within two (2) business days. If requested, the party receiving the request must, within five (5) business days of the request, meet with the requesting party and discuss the request in good faith. Where a meeting is held to specify the alterations, the party receiving the request shall provide a decision within two (2) business days of the meeting.

The terms and conditions in this Agreement as they would apply to the particular project may be modified by the mutual consent of the parties when they deem it prudent. All agreements will contain provisions covering lodgings and travel expenses where work is located outside of Calgary.

Any modification to the terms and conditions of this Agreement pursuant to this Article must be finalised in writing by the respective Vice President of the Employer, the **Director**, Employee Relations and the Union Business Manager, or their designates, as the case may be.

It is understood and agreed that where the parties cannot agree to the requested change(s), the request is not subject to either grievances or arbitration, provided the request has been considered by the receiving party in good faith and the parties have met to discuss the request, where necessary.

Signed this 17th day of December, 2014

FOR ENMAX CORPORATION

A handwritten signature in black ink, appearing to read 'R. Altree', written over a horizontal line.

Robert Altree, Director
Employee Relations

FOR LOCAL 254 INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

A handwritten signature in blue ink, appearing to read 'J. Briegel', written over a horizontal line.

John Briegel
Business Manager

**Letter of Understanding #14
Between
ENMAX Corporation
and
Local Union 254
International Brotherhood of Electrical Workers**

LETTER #14 Master Electrician Electrical Permits Designate

This letter will serve as an understanding between ENMAX and IBEW Local 254 with respect to the terms around a designated Master Electrician assigned to take out electrical permits for ENMAX.

It is understood that on occasion ENMAX may request an individual in EPSC to become the designated party named on its Electrical Permits for street lighting construction projects. The following terms will apply:

1. ENMAX will only require one designate at a time and this designate must be a Master Electrician. This designate will be named on all required electrical permits.
2. ENMAX will make the request in seniority order in the event there is more than one qualified Employee in EPSC within IBEW. Management will make the request to the Employee in writing and the Employee must confirm or deny his or her agreement in writing.
3. The designate will be compensated in the form of a premium at \$200 per pay period. This premium is non pensionable and does not form part of regular earnings. The premium will be paid while the Employee is officially serving in the designate capacity but is not commensurate with the amount of electrical permits required.
4. On occasion if the designate requests to visit the site where applicable permits are granted, ENMAX will endeavor to arrange this site visit.
5. Both ENMAX and IBEW Local 254 reserve the right to cancel this agreement at any time with two (2) weeks' notice served to the other party in writing.
6. It is understood that this work is the jurisdiction of IBEW Local 254, but in the event IBEW Bargaining Unit Members don't fill this job, ENMAX may fill the role with any qualified individual until such time as a qualified Bargaining Unit Member becomes available.
7. ENMAX will indemnify the named permit holder in the event that a street lighting construction project has deficiencies and will correct any and all such deviancies that are identified by an authorized electrical inspector under the Canadian Electrical Code (CEC) Part 1.

Signed this 17th day of December, 2014.

On behalf of ENMAX Power Services Corp



Robert Altree
Director, Employee Relations
ENMAX Corporation

On behalf of IBEW Local 254
International Brotherhood of Electrical
Workers



John Briegel
Business Manager
IBEW Local 254

Letter of Understanding #15
Between
ENMAX Corporation
and
Local Union 254
International Brotherhood of Electrical Workers

LETTER #15 Annual Variable Pay Program (AVPP)

The parties agree that regular full-time, part-time and temporary IBEW Employees will be included in the ENMAX's Variable Pay Program for the duration of this Collective Agreement, subject to the Plan's terms and conditions.

The variable pay structure will be the corporate program and the objectives will be aligned with the Corporation's objectives, the Business Unit's objectives and team/individual objectives. These objectives and the structure of the AVPP may change from year to year.

Weighting	20%	30%	50%	
Salary x AVPP Target (x% of salary)	Corporate Performance	Business Unit Performance	Team/individual* Performance	= Payout

Performance Levels and Payouts

Performance Level	% of Target	Coordinators (% of salary)	Other IBEW Employees (% of salary)
Threshold	50%	6%	4.3%
Target	100%	12%	8.7%
Maximum	150%	18%	13%

Pay percentages are based on the Employee's regular base pay.

Coordinators will have individual goals (50% individual, 30% business unit and 20% corporate). All other IBEW Employees will have team goals where teams can range in size as determined by Management in consultation with the Union.

*All IBEW Employees will have an individual safety goal of zero (0) recordable (TRIF) incidents. The weighting of this safety goal will represent not less than 50% of the combined team/individual component. Should an incident happen, and if the outcome of the safety investigation concludes that the Employee was responsible, the Employee's AVPP payout will be impacted.


Signed this 17th day of December, 2014

FOR ENMAX CORPORATION



Robert Altree, Director
Employee Relations

**FOR LOCAL 254 INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**



John Briegel
Business Manager

Letter of Understanding #16
Between
ENMAX Corporation
and
Local Union 254
International Brotherhood of Electrical Workers

LETTER #16 Warehouse Progression Process

The parties agree to establish a mutually beneficial step progression program based on internal Warehouse Training standards defined by ENMAX. The following provisions shall apply:

New Material Handlers will be expected to progress and will be supported in progressing through to Level 3 within two (2) years of hire.

There may be times when ENMAX selects an individual who already meets the requirements for Level 2 or Level 3. In these situations ENMAX will provide IBEW 254 with an opportunity for input, taking into consideration Employee and union interests. ENMAX will then determine and assign the rate of pay that corresponds to the individual's qualifications.

Training required under this program will be provided by ENMAX.

The program structure will be as follows:

Level	Requirements	Wage Rate
1	<ol style="list-style-type: none">1. Meets the minimum qualifications.2. Is satisfactorily progressing in all internal performance and competency expectations for Level 1.	80% (of established Warehouse Worker rate)
2	<ol style="list-style-type: none">1. Has demonstrated performance and competency at or above that required for Level 1.2. Has successfully completed 2080 work hours in Level 1 (inclusive of technical training).3. Is satisfactorily progressing in all internal performance and competency expectations for Level 2.	90% (of established Warehouse Worker rate)
3	<ol style="list-style-type: none">1. Has demonstrated performance and competency at or above that required for Level 2.2. Has successfully completed 2080 work hours in Level 2 (inclusive of technical training).3. Continues to satisfactorily progress in all internal performance and competency expectations for Level 3.	100%(of established Warehouse Worker rate)

Satisfactory performance and progression assessment will be made by the Team Lead (Supervisor) and the Warehouse Coordinator based on established measures.

Selection Process:

1. Preference will be given to internal qualified applicants.
2. Selection will be based on Process A.
3. Qualifications will be adjusted to more accurately reflect entry into Level 1.

Seniority:

For the purposes of promotions, transfers and redeployment in the warehouse, seniority shall be defined as length of service within the warehouse.

Internal Candidates:

Trade Support Employees who transfer into the warehouse from other classifications shall be permitted to retain their existing rate of pay provided it is no higher than Utility Worker.

Signed this 17th day of December, 2014

FOR ENMAX CORPORATION



Robert Altree, Director
Employee Relations

**FOR LOCAL 254 INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**



John Briegel
Business Manager

Letter of Understanding #17
Between
ENMAX Corporation
and
Local Union 254
International Brotherhood of Electrical Workers

LETTER #17 Underground Switching Crews (PSE's)

This letter is specific to the PSE switching crews in **Underground** who are periodically scheduled to work overtime to accommodate customer requests for switching. Most often this occurs on weekends (non-scheduled work days) during the night and requires a period of time for de-energizing and a separate period of time for energizing. The amount of time between de-energizing and re-energizing varies and is dependant on the customer.

Unless otherwise specified herein, all other provisions of the collective agreement shall continue to apply.

The parties agree that the following overtime provisions shall apply with respect to these crews:

1. An Employee who is scheduled to perform this work on the weekend, shall be paid a minimum of two (2) hours' pay at double time (2X), or shall be paid for the actual hours worked at double time (2X), whichever is greater.
2. Employees who are scheduled to perform work on the weekend between midnight and 0700 hours shall receive a minimum of three (3) hours' pay at double time (2X).
3. The Employer may choose to assign the Employee to continue working between de-energizing and re-energizing depending on the time frame and availability of other work.


Signed this 17th day of December, 2014

FOR ENMAX CORPORATION



Robert Altree, Director
Employee Relations

**FOR LOCAL 254 INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**



John Briegel
Business Manager

Letter of Understanding #18
Between
ENMAX Corporation
and
Local Union 254
International Brotherhood of Electrical Workers

LETTER #18 Temporary Employees

Unless otherwise specified herein, all other provisions of the collective agreement shall apply.
The parties agree to establish the following provisions:

1. Employees will be either Temporary (not occupying a permanent position) or Permanent (occupying a permanent position).
2. They will remain temporary until selected through the bid process to a permanent position.
3. Permanent position selection is Process A. Where all factors are considered relatively equal, the length of service shall be the determining factor.
4. When selecting individuals to permanent roles, temporary Employees will be given preference (exhausted before going external).
5. Temporary Employees do not have seniority.
6. If work slows down or the season/project ends and a temporary Employee's term ends, hire dates will be recognized. The principle will be "first in, last out" amongst the temporary workforce in the department.
7. Those whose term is ended and who are considered "eligible for rehire" will be asked to return when another Employee is needed in the same department. They will be asked to return, in order, based on the most recent hire date (prior length of service).
8. If there is a need for additional temporary Employees in one department and the other department has some who are being released, those qualified Employees will be offered the opportunity to transfer and continue working.
9. If the temporary Employee is assessed as unsuitable, their term will end and they will not be rehired.
10. Benefits and pension are status quo (per the plans).

Signed this 17th day of December, 2014

FOR ENMAX CORPORATION



Robert Aftree, Director
Employee Relations

FOR LOCAL 254 INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS



John Briegel
Business Manager

Letter of Understanding #19
Between
ENMAX Corporation
and
Local Union 254
International Brotherhood of Electrical Workers
(Variance to and part of Letter of Understanding #3 Hours of Work)

LETTER #19 Summer Hours of Work

This agreement applies to those Employees who are assigned to work on the field crews in **ENMAX Power Corporation Field Services** and **ENMAX Power Services Corporation Field Services**. Other interested work groups can apply for the similar provisions by submitting a request to the Employee Relations Council no later than March 1st each year. Determination will be based upon mutual agreement and subject to operational needs.

The parties agree to establish the following provisions:

1. The summer hours of work shall be as per the following compressed work week two week rotation.
 - a) Monday – Thursday **four (4) – ten (10) hour shifts**
 - b) Tuesday – Friday **four (4) – ten (10) hour shifts**The crews will be scheduled so that two groups alternate shift rotations.
2. The hours of work will be from 6:00 a.m. to 4:00 p.m. with two **(2)** twenty (20) minute paid breaks.
3. The parameters of this schedule are that it will take effect on the first pay period closest to May 1st and shall end no later than the last day of the pay period closest to September 30th of that same year.
4. Revisions for specific work groups may be submitted to the Employee Relations Council for decision.
5. Either party may terminate the program or any group within the program by providing thirty (30) days' notice to the other party.

Signed this 17th day of December, 2014

FOR ENMAX CORPORATION



**Robert Altree, Director
Employee Relations**

**FOR LOCAL 254 INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**



**John Briegel
Business Manager**

**Letter of Understanding #20
Between
ENMAX Corporation
And
Local Union 254
International Brotherhood of Electrical Workers**

LETTER #20 Pre-retirees and Retirees

The parties agree to establish provisions for eligible Employees approaching retirement to phase to retirement while providing earlier career advancement opportunities for other Employees, and for ENMAX to re-engage retirees as needed. This letter sets out the specifics related to this process. Unless otherwise specified herein, all other provisions of the collective agreement shall apply.

ENMAX shall determine eligibility.

Employees Approaching Retirement:

Upon receiving six (6) months or more of effective notice of retirement from an Employee, ENMAX may post the role for replacement. The role of the retiring Employee may change to assume a mentorship, training or alternate role for the duration of the time approaching retirement.

Rehiring Retirees:

In certain circumstances, ENMAX may have a need to re-engage an Employee and an Employee may wish to return. These situations will be assessed on a case-by-case basis and may occur with mutual agreement between ENMAX and IBEW Local 254.

Project Based Temporary or Part Time Work

Retirees may be re-hired for a defined period of time, for less than forty (40) hours a week or for less than 2080 hours a year (i.e. part time or full time short-term). The Employee may be re-engaged in any job classification required.

Mentorship or Knowledge Transfer

Retirees may be re-hired for a defined period of time for the purpose of mentoring, training or transferring knowledge and the Employee may be re-engaged in any job classification required.

In these cases, re-engaged retirees shall be a distinct category and the following shall apply:

- a. These Employees will be considered temporary.
- b. Seniority shall not accrue and the Employees will not become permanent.
- c. As these Employees may be enrolled in the Retiree Benefit Program they are not eligible for participation in the Your Plan Benefits Plan. They may enroll in the

Defined Contribution Pension Plan, subject to the terms and conditions of the plan. They are not eligible for income protection from the Short Term Disability or Long Term Disability programs.

Signed this 17th day of December, 2014

FOR ENMAX CORPORATION



Robert Altree, Director
Employee Relations

FOR LOCAL 254 INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS



John Briegel
Business Manager

**Letter of Understanding #21
Between
ENMAX Corporation
And
Local Union 254
International Brotherhood of Electrical Workers**

LETTER #21 4th Year Switching

The parties agree to establish provisions for 4th Year Apprentices to conduct scheduled, non-emergency switching.

Unless otherwise specified herein, all other provisions of the collective agreement shall apply.

Provisions:

- 4th Year Apprentices who have been deemed competent by their supervisor to conduct switching, through the established process, will be eligible to conduct scheduled, non-emergency switching during the last six (6) months of their fourth (4th) year.
- While conducting this task, the ratios and journeyman requirements in Articles 28.03 and 29.04 shall not apply.

Signed this 17th day of December, 2014

FOR ENMAX CORPORATION



**Robert Altree, Director
Employee Relations**

**FOR LOCAL 254 INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**



**John Briegel
Business Manager**

Letter of Understanding #22
Between
ENMAX Corporation
and
Local Union 254
International Brotherhood of Electrical Workers

LETTER #22 Re: IBEW Banks

The parties agree that with the upcoming implementation of a new Human Resources Information System (Workday), there are some limitations in which some of the time/dollar banks are administered and as such require modifications. This letter sets out the specifics related to this process and the terms identified herein take effect immediately. At the conclusion of collective bargaining the applicable language will be incorporated into the new re-write of a new collective bargaining agreement.

All provisions of this agreement will take effect January 1st, 2015 with the exception of payouts of Current Vacation Banks as noted below.

1) Current Vacation Bank (Annual Vacation Entitlement)

- We are transitioning to a new annual vacation accrual system rather than the current accrued vacation system. The expected go live date for the HRIS is January 1, 2015. This means that an Employee's annual vacation entitlement will be pre-populated at the beginning of January for the year and will be reconciled and subsequently reclaimed in the event the employment relationship ends.
- Taking effect January 1, 2016, maximum current vacation equals **one and one half (1.5)** x annual entitlement, with any excess being paid out in the next pay period.
- The Employee may make a request to pay out up to **two (2)** weeks of current vacation as long as the Employee has taken the legislated amount of annual vacation.
- If an Employee reaches a milestone with regard to vacation entitlement as detailed in Article 19.0, such entitlement will be effective January of that same year and the amount credited will be prorated to be commensurate with when the milestone is achieved.

2) VO Retirement Bank (Article 15.07)

- The existing Employees who have earnings in the Vacation Overtime Retirement bank will have the option of a monetary payout at any time. If they do not elect payout, the dollars currently in the bank will be converted to the equivalent in

hours and remain in this bank until such time as the Employee elects to retire and takes the time off.

- This bank is effectively frozen; no new contributions may be directed into this bank and no new Employees are eligible to transfer money in.

3) Lieu Bank

- This bank was intended to be capped at **one hundred forty-four (144)** hours and exhausted within one **(1)** year. Employees will be given the equivalent time off (subject to Manager's approval) however an Employee may initiate a payout if so desired. Any hours accrued in excess of **one hundred forty-four (144)** hours will automatically be paid out.
- When eligible Employees move to a non-eligible position, any banked lieu hours will automatically be paid out.

4) The ninety-six (96) hours bank (LOU#7)

- The intention of this bank is to compensate eligible Employees for time spent in daily work preparation. In this regard, any hours accrued in excess of **ninety-six (96)** hours will be automatically paid out.
- When Employees, occupying eligible positions move to a non-eligible position the bank will be paid out (or at the end of a reversion period if applicable).

Recalibration Process:

On a go forward basis the banks identified below (Shift Premium and Overtime) will be populated in time only (but preserving the dollar value of the hours) and will be subject to a recalibration process, to ensure banks are accurately reflective of current rate. The recalibration will take place in January (or after annual salary increases take effect) and again in the event there is a permanent change in status (ie. Permanent position is accepted).

As an example: If an Employee currently has **ten (10)** hours in their bank earned at **\$20/hour** which is a value of **\$200**. The Employee now earns **\$22.50/hour**. This means the hours are now calibrated to **8.89** hours for the same value of **\$200**. The Employee now has access to take **8.89** hours of banked time paid out at **\$22.50/hour**. To handle rounding errors when the Employee takes this as time they will only be permitted to take time in full hour increments, therefore the Employee can take **eight (8)** hours as time and **0.89** will be paid out in the next pay period.

1) Vacation Overtime (VO) Bank (Article 15.00)

- **Standby/On Call Bank (Article 16.00)**

Since the stand by rate of pay may not correspond to the Employee's current rate, we can no longer accommodate the banking of standby pay and as such all standby pay will be paid out at the time it is earned.

- **Shift Premium Bank (LOU#1)**

This bank is currently tracked in both hours and dollars, as directed by the Employee. On a go forward basis the bank will be populated in hours only and subject to the recalibration process to ensure the time is accurately reflective of current rate.

- **Overtime Bank (Article 14.00)**

Any overtime elected to be banked by the Employee will be banked in hours and subject to the recalibration process. Should an Employee be working at a different rate when the overtime is earned, the equivalent value in hours (whole hours) will be added to the bank. **Example:** If you earn \$20/hour normally but you earned one (1) hour of overtime at \$25/hour (\$25 value)...you will receive two (2) hours in your bank (value of \$50) and \$25 will be paid out to you.

- **The VO bank is currently capped at a maximum of eighty (80) hours, this bank will now be capped at one hundred and sixty (160) hours to offset the effects of not being able to bank standby/on call time on a go forward basis.**

Excess Banks:

All amounts in excess of the designated bank maximum, as described below, will automatically have the excess portion paid out in the next pay period.

- **Current Vacation Bank = maximum of 1.5 x the Employee's annual entitlement**
 - **Example:** If an Employee is entitled to **four (4) weeks'** vacation the maximum will be **six (6) weeks**
- **Ninety-six (96) hour Bonus Bank = maximum of Ninety-six (96) hours**
- **VO Bank = maximum one hundred and sixty (160) hours**

As a result, the following banks will no longer be required:

- **Excess Vacation Bank**
- **Excess Ninety-six (96) hour Bonus Bank**
- **Excess Lieu Bank**
- **Excess VO Bank**

Rate of Pay Clarification:

- **Base Rate equals the rate associated with the job profile as indicated in the HRIS. This rate will be used to calculate compensation and benefits (including vacation, sick, statutory holiday pay).**

- **Override Rate equals** the rate used to adjust compensation for hours worked at a rate different than base rate (excludes vacation, sick, stat, etc.)
- Where an Employee is required to work intermittently at a higher paid position, the Employee will be paid utilizing the timesheet override rate process.
- Where it is known an Employee is required to work at a different paid position for **two (2)** or more consecutive months the base rate will be adjusted immediately to be commensurate with the role performed for the duration of the assignment.
- Where an Employee is required to work on an intermittent short term basis that unexpectedly persists for **two (2)** consecutive months or more, the base rate will be adjusted on a go forward basis for the remaining duration (non-retroactively). The accountability is on the Employee to notify their Manager once they feel they have reached the two consecutive months to initiate a base rate change.

Signed this 17th day of December, 2014.

On behalf of ENMAX Corporation



Robert Aitree
Director, Employee Relations
ENMAX Corporation

On behalf of IBEW Local 254
International Brotherhood of Electrical
Workers



John Briegel
Business Manager
IBEW Local 254

**Letter of Agreement #1
Between
ENMAX Corporation
and
Canadian Union of Public Employees
(CUPE), Local 38
and
Local Union 254
International Brotherhood of Electrical Workers
(IBEW) Local 254**


LETTER #1 Your Plan Benefits Oversight Committee


At our August 31, 2004, and October 8, 2004, meetings we discussed the issue of ongoing oversight for the Your Plan Benefits program. We agreed to the following principles and structure for oversight of the benefits program.

- Keep the process as simple and uncomplicated as possible. An Oversight Committee will be created and will be kept small in order to meet this principle. The Committee will normally meet twice a year but can meet more frequently as required. It will consist of the President of CUPE Local 38, the Business Manager of IBEW Local 254, the Vice President of Human Resources and the Director of Human Resources.
- The Your Plan Benefits should cover all Employees rather than be specific to each Employee or union group as this takes advantage of group discounts and keeps administration costs lower.
- Desired changes to the Plan will be brought forward by any member of the Oversight Committee.
- Consensus agreement of the Oversight Committee is necessary for changes to the Plan. Plan management and administration is ENMAX's responsibility.
- Employee input will be sought if significant changes or amendments to the benefit plan are contemplated.
- Benefit issues will be handled through the Oversight Committee. Referral to collective agreement negotiations will only occur in cases of impasse at the Oversight Committee.
- The Oversight Committee will also be responsible for oversight of the ENMAX post-retirement benefits.
- To the extent that there is any conflict between the principles set out in this letter and the "exclusive bargaining authority of the Union and the collective bargaining process pursuant to the Labour Relations Code", it is understood that the "exclusive bargaining authority of the Union and the collective bargaining process under the Labour Relations Code" shall prevail.

Signed this 14th day of May, 2008.


Rick Ehlers
Director, Human Resources
ENMAX Corporation


Peter Marsden
President, CUPE Local 38


John Briegel
Business Manager
IBEW Local 254

APPENDIX A



IBEW Bid Committee Charter (ENMAX/IBEW254)

PURPOSE: the Bid Committee is a joint Union/Management committee working together to solve issues related to the IBEW bid posting process in an interest based manner.

Responsibilities:

1. Establish the criteria for determining the issues to be dealt with by the Committee.
2. Prioritize the issues to be dealt with.
3. Investigate/research collective agreement-related issues.
4. Determine the frequency and length of Committee meetings.
5. Keep records (group memory) of discussions, recommendations and decisions.
6. Communicate results of Committee meetings directly to the Employee Relations Council, affected Employees, management and/or specific groups as required in a timely manner.
7. Maintain a Company-wide perspective.
8. Attend all meetings and keep task commitments.
9. Ensure current copies of the most recent postings and the last six (6) months of bid results will be available on Intramax and to Employees upon request.

AGREEMENT: Agreement determined by consensus of the Committee or appropriate Sub-Committee.

PROCESS OWNER: The Bid Committee

COMMITTEE MEMBERS

The Committee will be comprised of equal representation of Management and Union members.



Job Evaluation Committee Charter

April 17, 2012

Purpose

The role of the Job Evaluation Committee (JEC) is to provide recommendations to the Employee Relations Council on matters related to the administration of Job Evaluation Process for any new positions or existing classifications listed in the Collective Agreement between IBEW Local 254 and ENMAX.

The Committee's objectives are to make recommendations to the Employee Relations Council with regards to:

- position descriptions for all IBEW positions ;
- comparators in the market;
- classification and rate for IBEW positions;
- significant changes in IBEW positions or classifications;
- rate of pay of newly created positions.

Membership

The Committee is composed of an equal number of representatives from the Employer and the Union and one (1) representative from Human Resources who will act as a non-voting resource person.

Each Party:

- Appoints their Members, and
- Determines the ratification process to use when considering recommendations made to it by the committee.

Council Authority

The Council has the authority to:

- make recommendations to the Employee Relations Council to resolve issues related to the Job Evaluation Process
- make recommendations to the Employee Relations Council on new position descriptions, new or revised classifications, proposed rate of pay changes and comparators in the market both external and internal
- To set meetings dates, milestones and/or deadlines for work assigned to a sub-committee(s)/working groups or taken on by the Committee.

Decision Making

The Job Evaluation Committee does not have any independent decision making authority.

All recommendations made by the Committee to the Employee Relations Council require a consensus of all Members.

To the extent practical, the mutual interest based problem-solving model will be used to develop recommendations.

In the event the Job Evaluation Committee is unable to reach a consensus on a particular recommendation before it, the matter may be dealt with by the Employee Relations Council.

If the recommendations are not approved by the Employee Relations Council, the recommendations may be sent back to the Job Evaluation Committee for further review.

Meetings

The Committee is co-chaired by the IBEW Business Manager and the ENMAX Director, Employee Relations. It will be the responsibility of the Co-chairs to:

- co-ordinate the activities of the JEC,
- schedule meetings, as required to address issues,
- organize and distribute to the Members an agenda with issues to be discussed at least seven (7) days in advance of the meetings,
- arrange meeting locations,
- provide facilitation and or special resources if necessary, and ensure training and transition of new members.



Employee Relations Council Charter

April 10, 2012

Purpose

The role of the Employee Relations Council (the "Council") is to provide the IBEW and ENMAX (together "the Parties") with a mechanism to assist in the resolution of labour/management issues related to the Collective Agreement, to address issues related to the administration of the Collective Agreement and to foster trust and a good working relationship between the Parties.

The Council is not meant to replace the grievance process.

The Council's objectives are to:

- work cooperatively to develop solutions to resolve labour/management issues and administrative issues, including those identified during the course of negotiations and assigned to it by the Parties;
- make recommendations to the respective decision makers for each Party that will resolve the issue(s) and to seek ratification of those recommendations;
- to document decisions ratified by the Parties and to incorporate those decisions into the Collective Agreement at the next bargaining session;
- keep a consolidated record of discussions, recommendations, and decisions.

Membership

The Council is composed of an equal number of representatives (the "Members") from the IBEW and ENMAX.

Each Party:

- Appoints their Members, and
- Determines the ratification process to be used by the Party when considering recommendations made to it by the Council.

Council Authority

The Council has the authority to:

- Make recommendations to the decision makers of the Parties to resolve issues of mutual interest -- the recommendations may include temporary and/or permanent changes to the Collective Agreement

- Address issues between the IBEW and ENMAX, the Employees and management or other matters that the Members agree are of mutual interest
- To create sub-committees/working groups to perform analysis and develop recommendations to the Council on specific issues
- To approve, modify, or reject recommendations from the sub-committee(s)/working groups
- To set meetings dates, milestones and/or deadlines for work assigned to a sub-committee(s)/working groups or taken on by the Council.

Decision Making

All decisions and recommendations made by the Council require a consensus of all Members.

To the extent practical, the mutual interest based problem-solving model will be used to develop decisions and recommendations.

Issues

Issues to be addressed by the Council include:

- those referred to it by the bargaining teams of the Parties
- those formally proposed by either Party

Issues submitted for consideration by the Council must be in writing and include:

- a statement of the issue
- information in support of the issue (business case)
- interests of the Party submitting the issue
- a list of options to address the issue.

Issues submitted to the Council that do not fully comply with the above will not be considered.

Meetings

The Council is co-chaired by the IBEW Business Manager and the ENMAX Director, Employee Relations. It will be the responsibility of the Co-chairs to:

- co-ordinate the activities of the ERC,
- schedule meetings, bi-monthly or as needed to address issues,
- organize and distribute to the Members an agenda with issues to be discussed at least days in advance of the meetings,
- arrange meeting locations,
- provide facilitation if necessary, and
- ensure training and transition of new members.

