

# ENMAX Corporation & IBEW Local 254

## Collective Agreement

### 2018-2021

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## COLLECTIVE AGREEMENT INTENT DOCUMENT

## **AGREEMENT**

THIS AGREEMENT made as of the **13<sup>th</sup> day of June, 2019** 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” **and/or IBEW**),

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, 2018 and shall continue in operation until December 31, 2021** 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 **and Fee Payer** 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 **investigation where discipline could be contemplated, disciplinary meetings, and terminations.**

## **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)**

**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.

**Further, the Employer shall not refuse to continue to employ or discriminate against any person with regard to employment or any condition or employment or advancement opportunities because of race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, sexual orientation, marital status, age, ancestry, place of origin of that person.**

## **ARTICLE 6.00      EMPLOYEE CATEGORIES & DEFINITIONS (see Intent Document 12.0)**

**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 trades**person** 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 **electronically**.

**7.05 (a) 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).**

**(b) Override Rate equals the rate used to adjust compensation for hours worked at a rate different than base rate (excludes vacation, sick, stat, etc.).**

**(c) Where an Employee is required to work intermittently at a higher paid position, the Employee will be paid utilizing the timesheet override rate process.**

## 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 **Director (or designate)** 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 **Director (or designate)** 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 **Director (or designate)** 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 or a party's willingness to submit for a single Arbitrator to hear the grievance.**

### **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 Notwithstanding 8.04, the parties by mutual agreement may elect a single Arbitrator under the provisions of the Labour Relations**

**Code.** If the parties are unable to mutually agree on the appointment of a single Arbitrator, the parties will apply for a single Arbitrator appointment through the Alberta Government.

**(a) A single Arbitrator, appointed under this clause, constitutes the “board” for the purposes of clause 8.03.**

- 8.06** All grievances shall receive fair, just and prompt consideration by all concerned.
- 8.07** All time limits set out in this Article are mandatory however, the parties may mutually agree to an extension of the time limits stated.
- 8.08** Copies of the grievance at each Step of development shall be directed to the Employee’s Human Resources department.
- 8.09** 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.
- 8.10** 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)**

- 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 **Groundperson** 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.

**9.07 (a)** 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.

**(b)** 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.

**ARTICLE 10.00**

**PROMOTIONS, TRANSFERS, JOB POSTINGS AND  
REHIRE AND BID GUIDELINES (see Intent Document  
2.0 and 3.0)**

**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 **and copies of the most recent postings will be available electronically** 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)**

**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 Street lighting 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)**

- |              |  |
|--------------|--|
| <b>03996</b> | <b>Assistant System Operator Trainee Non-Qualified (PLT)(PSE)</b><br>Required to complete prerequisite shifts of on the job training and pass the ASO qualification exam. Under supervision assists either the ASO or ASOT Qualified in the maintenance and restoration of service as directed, and assists in performing the duties regarding the operations of the System Control Centre activities. |
| <b>03492</b> | <b>Assistant System Operator Trainee Qualified (PLT)(PSE)</b><br>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.  |
| <b>03486</b> | <b>Assistant System Operator (PLT)(PSE)</b><br>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 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 **and systems operations**.
- 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.
- 03984 Field Execution Planner (PLT/PSE)**  
**Responsible for reviewing construction job plans to ensure the safe, efficient and reliable field work execution, which includes field visits, reviewing design for constructability and suggesting revisions as needed, identifying the appropriate resources, material and equipment, including any special site conditions.**
- 03985 Field Execution Planner (Trade Support)**  
**Responsible for reviewing civil construction job plans to ensure the safe, efficient and reliable field work execution, which includes field visits, reviewing design for**

**constructability and suggesting revisions as needed, identifying the appropriate resources, material and equipment, including any special site conditions.**

**02722**

**Groundperson**

Assists an Electrical Trade Journeyman in the capacity of Ground**person**, 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 Patroller (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)**

**Regularly inspects ENMAX Electric Plant for compliance with Provincial Regulations and system reliability. Observing and**

**noting potential cause of interrupted service.**

**02945**

**Maintainer**

Supervises and works in conjunction with a **Groundperson**.  
**Relamps** streetlights and performs other associated duties.

**3985**

**Maintainer (UTT)**

**Works under the direction of Field Resources Coordinator performing Line Inspection and/or Tree Trimming duties in accordance with ENMAX Vegetation Management Program.**

**03594**

**Maintainer (Minor Service Orders)**

Works in conjunction with applicable ENMAX departments and customers to document and schedule Minor Service Orders.

**3995**

**Maintainer (LRT)**

**Works in conjunction with engineering and LRT coordinator. Maintains LRT tools and equipment. Performs annual patrol of LRT systems, prepares LRT materials for construction and maintenance projects and performs other maintenance duties as assigned.**

**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**

**Meterer 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 **Meterer** series I-IV is accomplished by successfully completing the skills assessment training for **Meterer** Level I through IV, as determined by the **Meterer** Progression Committee.

**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.**

- 02729 Project Inspector Electrical (PLT)(PSE)**  
Regularly conducts inspections and oversees all internal electrical and external electrical contract work. Acts as a liaison, and quality inspection on contracted 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.
- 03983 Safety Codes Officer**  
**Provides compliance monitoring to the ENMAX Quality Management Plan through audit and inspection of design and construction. Represents the “authority having jurisdiction” as the person legally authorized to enforce the Alberta Electrical Utility Code.**
- 03565 Safety Advocate - OHS (PLT)(PSE)**  
Assists in the development and presentation of orientation, safety and other programs.
- 03567 Safety Advocate - OHS (Trade Support)**  
**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.
- 03981 Vehicle Maintenance Organizer (HET)**  
**Scheduling and coordinating vehicle and equipment maintenance and repairs utilizing the existing network of vendors, requiring HET journeyman designation to ensure all inspections, maintenance and repairs are completed to technical and industry standards.**
- 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.

## **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 **entered and paid on an as worked** 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)**

- 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 **shall be paid at the Employee's request. Hours going into the V.O. bank will be at the rate of pay being earned when the overtime is worked. Requests for payout are paid at the Employee's regular rate of pay. Payouts will appear on a regular paycheck in accordance with established payroll deadlines. There is no annual limit for utilization if payout is requested and the Employee can request this at any time.**
- 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)**

- 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 and 21.0)**

- 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 <sup>th</sup> year*	160	4 weeks
Beginning of 17 <sup>th</sup> year	200	5 weeks
Beginning of 25 <sup>th</sup> year	240	6 weeks
Beginning of 30 <sup>th</sup> 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 (17<sup>th</sup>) 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)**

**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 **has 90 days of employment** prior to the date of delivery shall be entitled to maternity leave without pay for a period not to exceed **sixteen (16)** 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.

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 **sixteen (16)** 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 **sixteen (16)** 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 **sixteen (16)** 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 **90 days of employment** is entitled to an unpaid parental leave of up to **sixty-two (62)** 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 **seventy-eight (78) 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 **parental** leave, with the total not to exceed **sixty-two (62)** 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 dependent 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)**

**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 **with recall or** 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 by **email** to the Employee's last **email** address **on** 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, shall have one of two choices (not both choices):

- (a) **May elect layoff with recall. Employees who elect layoff with recall will not be eligible for severance.**

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)**

- 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)**

### **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 **PLT** 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) Groundperson, 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)**

**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 Ground**person** 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. 1/2018	Effective Jan. 1/2019	Effective Jan. 1/2020	Effective Jan. 1/2021
Class Code	Apprentices	2018 Hourly Rate	2019 Hourly Rate	2020 Hourly Rate	2021 Hourly Rate
02723	Electrician/Power System Electrician				
03315	Powerline Technician				
	1st Year 60% of Journeyman Rate	\$33.32	\$33.32	\$33.82	\$34.49
	1st Year rate when transferring from Utility Worker	\$33.74	\$33.74	\$34.25	\$34.94
	2nd Year 65% of Journeyman Rate	\$36.09	\$36.09	\$36.63	\$37.37
	3rd Year 75% of Journeyman Rate	\$41.65	\$41.65	\$42.27	\$43.12
	4th Year 85% of Journeyman Rate	\$47.20	\$47.20	\$47.91	\$48.87
Class Code	Job Title	2018 Hourly Rate	2019 Hourly Rate	2020 Hourly Rate	2021 Hourly Rate
03976	Coordinator (PLT)(PSE)	\$62.28	\$62.28	\$63.21	\$64.47
00997	Coordinators (Telecommunications)	\$62.28	\$62.28	\$63.21	\$64.47
03985	<b>Field Execution Planner (PLT)(PSE)</b>	\$62.28	\$62.28	\$63.21	\$64.47
03516	System Operator (PLT)(PSE)/Control Center Trainer*	\$61.16	\$61.16	\$62.08	\$63.32
00988	Senior Line Inspector (PLT)	\$60.19	\$60.19	\$61.09	\$62.31
00996	Scheduler (PLT)(PSE)*	\$60.19	\$60.19	\$61.09	\$62.31
03475	Quality Inspector (PSE)	\$59.50	\$59.50	\$60.39	\$61.60
03558	Cable Splicer Crew Leader	\$59.50	\$59.50	\$60.39	\$61.60
03566	Training Advisor (Trades) (PLT/PSE)	\$59.50	\$59.50	\$60.39	\$61.60
03978	Work Methods Advisor (Trades) (PLT/PSE)	\$59.50	\$59.50	\$60.39	\$61.60
00991	Electrical Construction Planner*	\$59.40	\$59.40	\$60.29	\$61.50
03593	System Operations Planner (PLT)(PSE)*	\$59.40	\$59.40	\$60.29	\$61.50
02728	Project Leader (PLT)(PSE)	\$58.55	\$58.55	\$59.43	\$60.62
02729	Project Inspector Electrical (PLT)(PSE)	\$58.55	\$58.55	\$59.43	\$60.62

03983	<b>Safety Codes Officer</b>	\$58.55	\$58.55	\$59.43	\$60.62
00989	Line Inspector (PLT)	\$58.43	\$58.43	\$59.31	\$60.50
00990	Leadhand Line <b>Patroller</b> (PLT)	\$58.43	\$58.43	\$59.31	\$60.50
02725	Leadhand (CE)	\$58.43	\$58.43	\$59.31	\$60.50
02726	Leadhand (PLT)(PSE)	\$58.43	\$58.43	\$59.31	\$60.50
02730	Leadhand Maintenance Technician (PSE)	\$58.43	\$58.43	\$59.31	\$60.50
03456	System Scheduler (PLT)(PSE)*	\$58.43	\$58.43	\$59.31	\$60.50
03457	Senior Cable Locator (PLT)(PSE)	\$58.43	\$58.43	\$59.31	\$60.50
03480	Leadhand Locator Underground Cable (PLT) (PSE)	\$58.43	\$58.43	\$59.31	\$60.50
03486	Assistant System Operator (PLT)(PSE)*	\$58.43	\$58.43	\$59.31	\$60.50
03492	<b>Assistant System Operator Trainee Qualified (PLT)(PSE)</b>	\$58.43	\$58.43	\$59.31	\$60.50
03564	Leadhand Service Installer (PLT)	\$58.43	\$58.43	\$59.31	\$60.50
03565	<b>Safety Advocate – OHS (PLT)(PSE)</b>	\$58.43	\$58.43	\$59.31	\$60.50
03569	Leadhand 1st Line Response (PLT)	\$58.43	\$58.43	\$59.31	\$60.50
03591	Leadhand Cable Splicer (PLT)(PSE)	\$58.43	\$58.43	\$59.31	\$60.50
03980	Mobile Fleet and Equipment Coordinator (HET)*	\$57.91	\$57.91	\$58.78	\$59.96
03526	Leadhand (Telecommunications)	\$57.88	\$57.88	\$58.75	\$59.93
03996	<b>Assistant System Operator Trainee Non-Qualified (PLT)(PSE)</b>	\$56.75	\$56.75	\$57.60	\$58.75
02724	Journeyman Construction Electrician	\$55.53	\$55.53	\$56.36	\$57.49
03470	Journeyman Power System Electrician – Meters (PSE)	\$55.53	\$55.53	\$56.36	\$57.49
03494	Journeyman Power System Electrician –Station (PSE)	\$55.53	\$55.53	\$56.36	\$57.49
03521	Journeyman Communications Electrician	\$55.53	\$55.53	\$56.36	\$57.49
03561	Journeyman Power Lineman (PLT)	\$55.53	\$55.53	\$56.36	\$57.49
03592	Cable Splicer (PLT)(PSE)	\$55.53	\$55.53	\$56.36	\$57.49
03981	Vehicle Maintenance Organizer (HET)*	\$54.16	\$54.16	\$54.97	\$56.07



03597	Quality Assurance Inspector (Trade Support)	\$46.58	\$46.58	\$47.28	\$48.23
03718	Coordinator (Trade Support)	\$46.58	\$46.58	\$47.28	\$48.23
03797	Warehouse Coordinator	\$46.58	\$46.58	\$47.28	\$48.23
03984	<b>Field Execution Planner (Non Trades)</b>	\$46.58	\$46.58	\$47.28	\$48.23
03490	Training Advisor (Trade Support)	\$44.73	\$44.73	\$45.40	\$46.31
03979	Work Methods Advisor (Trade Support)	\$44.73	\$44.73	\$45.40	\$46.31
03465	Senior Works Inspector	\$43.65	\$43.65	\$44.30	\$45.19
03466	Project Leader (Trade Support)	\$43.65	\$43.65	\$44.30	\$45.19
03491	Vehicle Maintenance Organizer*	\$43.65	\$43.65	\$44.30	\$45.19
03567	<b>Safety Advocate – OHS (Trade Support)</b>	\$43.65	\$43.65	\$44.30	\$45.19
02727	Leadhand (Trade Support)	\$42.44	\$42.44	\$43.08	\$43.94
03459	Works Inspector	\$41.74	\$42.44*	\$43.08	\$43.94
02586	Journeyman Mobile Boom Truck Operator (MBTO)	\$41.62	\$41.62	\$42.24	\$43.08
02945	<b>Maintainer</b>	\$41.62	\$41.62	\$42.24	\$43.08
03985	<b>Maintainer (UTT)</b>	\$41.62	\$41.62	\$42.24	\$43.08
03995	<b>Maintainer (LRT)</b>	\$41.62	\$41.62	\$42.24	\$43.08
03594	<b>Maintainer (Minor Service Orders)*</b>	\$41.62	\$41.62	\$42.24	\$43.08
01951	<b>Meterer IV</b>	\$39.28	\$39.28	\$39.87	\$40.67
03595	Material Handler - Rubber Lab	\$39.28	\$39.28	\$39.87	\$40.67
02731	Material Handler	\$38.22	\$38.22	\$38.79	\$39.57
03596	Site Assessor	\$38.22	\$38.22	\$38.79	\$39.57
02572	Cable Trencher	\$38.12	\$38.12	\$38.69	\$39.46
01950	<b>Meterer III</b>	\$37.38	\$37.38	\$37.94	\$38.70
02722	<b>Groundperson</b>	\$37.37	\$37.37	\$37.93	\$38.69
01950	<b>Meterer II*</b>	\$36.09	\$36.09	\$36.63	\$37.36
02561	Warehouse/Utility Worker	\$35.98	\$35.98	\$36.52	\$37.25
02559	Truck Driver	\$35.90	\$35.90	\$36.44	\$37.17
01950	<b>Meterer I*</b>	\$34.60	\$34.60	\$35.12	\$35.82
02720	Utility Worker - Step 1	\$30.37	\$30.37	\$30.83	\$31.45
02720	Utility Worker - Step 2	\$33.74	\$33.74	\$34.25	\$34.94
03977	Construction Labourers	\$23.30	\$23.30	\$23.65	\$24.12

\* 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 Groundperson with Journeyman MBTO certification. MBTO Apprentices will receive Groundperson rate.
- 2) All new Utility Workers (0720) shall be paid at ninety (90%) percent of the Utility Worker rate until the accumulation of 1 year of regular hours of work

**Signed this 13th day of June, 2019, in the City of Calgary.**

**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.
- **Employees who have been approved by ENMAX management to complete the NERC certification will received a one-time lump sum payment of \$2,000.00 upon successful completion of the certification.**

Shift	Area	Shift Differential	Shift Worker Premiums	Rest Period
24 hr/day – 7 days/week rotating revolving	System Control Centre 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
	<b>Control Centre Coordinator</b>	<b>\$1.14/hour</b>	<b>80 hours</b>	<b>Unscheduled</b>
	<b>Assistant System Operator Trainee Qualified</b>	<b>\$1.14/hour</b>	<b>80 hours</b>	<b>Unscheduled</b>
	<b>Assistant System Operator Trainee Non-Qualified</b>	<b>\$1.14/hour</b>	<b>80 hours</b>	<b>Unscheduled</b>
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 13th day of June, 2019**

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Krystal Hein  
Director, Human Resources  
ENMAX Corporation

\_\_\_\_\_  
John Briegel  
Business Manager  
IBEW 254

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

**LETTER #2                      Line Apprentice 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 13<sup>th</sup> day of June, 2019**

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Krystal Hein  
Director, Human Resources  
ENMAX Corporation

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John Briegel  
Business Manager  
IBEW 254



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 13<sup>th</sup> day of June, 2019**

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Krystal Hein  
Director, Human Resources  
ENMAX Corporation

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John Briegel  
Business Manager  
IBEW 254

**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 **06:30** hours and **18:30** 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 & **Assistant System Operator Trainees**) 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 & **Assistant System Operator Trainees**) 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 **Assistant System Operator Trainees** on shift - Monday to **Friday** (Corporate holidays excepted).

**Two (2) person coverage for Operators on shift working the Trouble Response Dispatch desks – Monday to Friday** (Corporate holidays excepted).

**Two (2) person coverage for System Scheduler on shift – Tuesday to Thursday.**

**One (1) person coverage for System Scheduler on shift – Monday & Friday.**

**One (1) person coverage for System Control Centre Trainer on shift – as referenced in paragraph (9).**

**One (1) person coverage for System Control Centre Coordinator on shift – as referenced in paragraph (10).**

Corporate holidays that are not recognized by external parties may require normal staffing complements of the 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, **Assistant System Operators, Assistant System Operators Trainees, System Schedulers, System Control Centre Trainer & the System Control Centre Coordinator.** (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 **06:30 hrs - 16:30 hrs** Tuesday to Friday, or as mutually agreed to. Changes to the posted schedule will be mutually agreed upon.
10. **The posted schedule for the System Control Centre Coordinator will consist of a forty (40) hour work week consisting of (10) hour days normally worked between the hours of 06:30 – 16:30 Monday to Thursday, or as mutually agreed to. Changes to the posted schedule will be mutually agreed upon.**
11. 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 **06:30 hrs and 16:30 hrs** Monday to Thursday **and 10 hour days normally worked between the hours of 06:30 hrs and 16:30 hrs Tuesday to Friday** or as mutually agreed to. Changes to the posted schedule will be mutually agreed upon. The System **Scheduler's** hours of work will be arranged so that coverage is provided on a 5 day basis Monday to Friday.
12. 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.
13. The posted schedule of System Control Centre **Operators & Assistant System Operators** 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.
14. 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.
15. 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.

16. 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.
17. For relief and training duties of the System Control Centre Trainer, System **Schedulers & the System Control Centre Coordinator**, upon mutual consent, an Operator's shift may be changed.
18. Employees working on Saturday or Sunday shifts shall receive one (1) hour extra pay.
19. System Control Centre Operators, **Assistant System Operators, Assistant System Operator Trainees**, System Control Centre Trainer, System **Schedulers & the System Control Centre Coordinator**, 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.
20. System Control Centre System Operators, the System Control Centre Trainer **& the System Control Centre Coordinator** 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.
21. For Employees working the System Control Centre schedule:
  - a. The lunch break will be cancelled.
  - b. **Employees working 10 hour shifts the work day will have two (2) – twenty (20) minute breaks taken at work, but away from the Control Centre, for the purpose of alertness recovery.**
  - c. **Employees working 12 hour shifts – the work day will have three (3) – twenty (20) minute breaks taken at the work site, but away from the Control Centre, for the purpose of alertness recovery.**
22. 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).

23. 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.
24. 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.
25. This System Control Centre Letter of Understanding shall be reviewed by a Letter of Understanding Joint Committee annually, but no later than November 1<sup>st</sup> of each year.
26. 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.
27. The Letter of Understanding Joint Committee shall consist of four (4) System Control Centre Union members, a Union Business Agent and Management representation.
28. 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.
29. **ASOT Non-Qualified operators will progress to ASOT Qualified operators when they have obtained their ASOT qualification and will advance to the ASOT Qualified class code.**

**Signed this 13th day of June, 2019**

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Krystal Hein  
Director, Human Resources  
ENMAX Corporation

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John Briegel  
Business Manager  
IBEW 254

**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. **Employees working 10 hour shifts - the** workday will have two (2) - twenty (20) minute breaks taken at the work site.
  - c. **Employees working 12 hour shifts - the workday will have three (3) - 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 1<sup>st</sup> 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 13th day of June, 2019**

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Krystal Hein  
Director, Human Resources  
ENMAX Corporation

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John Briegel  
Business Manager  
IBEW 254

**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 13th day of June, 2019**

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Krystal Hein  
Director, Human Resources  
ENMAX Corporation

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John Briegel  
Business Manager  
IBEW 254

**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 13<sup>th</sup> day of June, 2019**

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Krystal Hein  
Director, Human Resources  
ENMAX Corporation

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John Briegel  
Business Manager  
IBEW 254

**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 13<sup>th</sup> day of June, 2019**

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Krystal Hein  
Director, Human Resources  
ENMAX Corporation

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John Briegel  
Business Manager  
IBEW 254

**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 13<sup>th</sup> day of June, 2019**

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Krystal Hein  
Director, Human Resources  
ENMAX Corporation

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John Briegel  
Business Manager  
IBEW 254



**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 13<sup>th</sup> day of June, 2019**

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Krystal Hein  
Director, Human Resources  
ENMAX Corporation

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John Briegel  
Business Manager  
IBEW 254

**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 13<sup>th</sup> day of June, 2019**

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Krystal Hein  
Director, Human Resources  
ENMAX Corporation

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John Briegel  
Business Manager  
IBEW 254

**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
- Comparators 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 13<sup>th</sup> day of June, 2019**

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Krystal Hein  
Director, Human Resources  
ENMAX Corporation

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John Briegel  
Business Manager  
IBEW 254

**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 finalized 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 13<sup>th</sup> day of June, 2019**

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Krystal Hein  
Director, Human Resources  
ENMAX Corporation

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John Briegel  
Business Manager  
IBEW 254

**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 **\$250** 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 13th day of June, 2019

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Krystal Hein  
Director, Human Resources  
ENMAX Corporation

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John Briegel  
Business Manager  
IBEW 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 that will be set annually by management for all IBEW employees. The goal will be communicated to all IBEW members in January of each year and will be consistent for all IBEW employees.** 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 13th day of June, 2019**

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Krystal Hein  
Director, Human Resources  
ENMAX Corporation

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John Briegel  
Business Manager  
IBEW 254

**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"> <li>1. Meets the minimum qualifications.</li> <li>2. Is satisfactorily progressing in all internal performance and competency expectations for Level 1.</li> </ol>	80% (of established Warehouse Worker rate)
2	<ol style="list-style-type: none"> <li>1. Has demonstrated performance and competency at or above that required for Level 1.</li> <li>2. Has successfully <b>accumulated 1 year of regular</b> work hours in Level 1 (inclusive of technical training).</li> <li>3. Is satisfactorily progressing in all internal performance and competency expectations for Level 2.</li> </ol>	90% (of established Warehouse Worker rate)
3	<ol style="list-style-type: none"> <li>1. Has demonstrated performance and competency at or above that required for Level 2.</li> <li>2. Has successfully <b>accumulated 1 year of regular</b> work hours in Level 2 (inclusive of technical training).</li> <li>3. Continues to satisfactorily progress in all internal performance and competency expectations for Level 3.</li> </ol>	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 13th day of June, 2019**

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Krystal Hein  
Director, Human Resources  
ENMAX Corporation

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John Briegel  
Business Manager  
IBEW 254

**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 13th day of June, 2019**

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Krystal Hein  
Director, Human Resources  
ENMAX Corporation

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John Briegel  
Business Manager  
IBEW 254

**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 13th day of June, 2019**

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Krystal Hein  
Director, Human Resources  
ENMAX Corporation

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John Briegel  
Business Manager  
IBEW 254

**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 1<sup>st</sup> 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 1<sup>st</sup> and shall end no later than the last day of the pay period closest to September 30<sup>th</sup> 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 13th day of June, 2019**

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Krystal Hein  
Director, Human Resources  
ENMAX Corporation

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John Briegel  
Business Manager  
IBEW 254

**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 13th day of June, 2019**

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Krystal Hein  
Director, Human Resources  
ENMAX Corporation

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John Briegel  
Business Manager  
IBEW 254

**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 4<sup>th</sup> Year Apprentices to conduct scheduled, non-emergency switching.

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

Provisions:

- **Under the supervision of a Journeyman and upon successful completion of Level 4 Module Training**, 4<sup>th</sup> 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 (4<sup>th</sup>) year.
- While conducting this task, the ratios and journeyman requirements in Articles 28.03 and 29.04 shall not apply.

**Application: Apprentices in their 4<sup>th</sup> year, final 6 months, after successfully completing switching exams can conduct scheduled, non-emergency switching.**

**Signed this 13th day of June, 2019**

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Krystal Hein  
Director, Human Resources  
ENMAX Corporation

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John Briegel  
Business Manager  
IBEW 254

**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 1<sup>st</sup>, 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 \$40) and \$10 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 13th day of June, 2019**

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Krystal Hein  
Director, Human Resources  
ENMAX Corporation

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John Briegel  
Business Manager  
IBEW 254

**Letter of Understanding #23  
Between  
ENMAX Corporation  
and  
Local Union 254  
International Brotherhood of Electrical Workers**

**LETTER #23**

**Re: Seniority Tie Break Process**

In the event of multiple Employees having the same seniority date and a need to place these Employees in a certain order on the seniority list, the Parties agree to look to the next identifiable milestone with the Company in an attempt to provide a separation of service among the group who are tied. In order, the milestones are:

- 1) Journeyman seniority date
- 2) Date of hire or transfer to the IBEW Bargaining Unit
- 3) Date of hire with ENMAX

If Employees are still tied after the application of these other dates, the order on the seniority list will be determined by the use of a "randomizer" type computer program.

The results will determine the forever after seniority date for each Employee in this tied group.

Going forward, this will be done with all new hire intakes and/or any graduating apprentice classes.

**Signed this 13th day of June, 2019**

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Krystal Hein  
Director, Human Resources  
ENMAX Corporation

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John Briegel  
Business Manager  
IBEW 254



**Letter of Understanding #24  
Between  
ENMAX Corporation  
and  
Local Union 254  
International Brotherhood of Electrical Workers**

**LETTER #24**

**Re: Credential Check Procedure**

The Parties have agreed, all new ENMAX employees must obtain a Union Dispatch Clearance Form, from Local 254, International Brotherhood of Electrical Workers. AT this time, the Employees credentials will be checked, copied and noted on the Dispatch Form. Once copy of the form will be kept on file by the union. Another copy will be given to the Employee.

The Parties have further agreed that the Union will be given one (1) hour of orientation time during the Employee's initial orientation period with ENMAX.

This Union Orientation may be delivered by any Business Agent or Shop Steward as assigned by the Union Business Manager; if delivered by a Shop Steward, it will be considered as time worked.

**Signed this 13th day of June, 2019**

---

Krystal Hein  
Director, Human Resources  
ENMAX Corporation

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John Briegel  
Business Manager  
IBEW 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.**

## 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 will be available **electronically** 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
- Determine 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.

# ENMAX Corporation & IBEW Local 254 Collective Agreement Intent Document 2015-2017

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## **Preface**

The intent document contained in this file has been created in order to provide operational context to the interpretation of specific articles and letters of understanding found within the collective agreement.

It is hoped that this content will provide guidance to employees and supervisors regarding the rationale and intent of specific articles or clauses in the contract. The statements will also clarify the rationale for changes made to the collective agreement.

Additions and deletions will be made to these documents as agreed to through the Employee Relations Council throughout the term of the agreement.

These intent documents are strictly for the purpose of education or explanation. They are not designed to be definitive of any item found with the collective agreement and as such, are not grievable.

### **1.0 Employee Relations Council - Article 4.00**

In order to enhance and sustain the relationship between IBEW Local 254 and ENMAX Corporation, the parties have agreed to the formation of a joint labour management committee herein referred to as the Employee Relations Council (ERC).

#### **1.01 History**

During the 2001 collective bargaining process both ENMAX and the IBEW agreed to change the way negotiations were conducted. The working relationship between IBEW Local 254 and ENMAX Corporation had been the foundation on which the Company and employees had been successful in meeting customer expectations.

With the advent of a new era of de-regulation and the evolution of separate and independent corporate entities, ENMAX and the employees represented by the IBEW Local 254, agreed to meet the challenges of an ever competitive and changing future.

It was jointly agreed that in order to meet these challenges. We need to change the traditional ways we did business. This included considering a different way of conducting negotiations.

Rather than a traditional bartering system of win/lose, it was jointly agreed to try a new approach that focused on interest based problem solving. The expectation is that both parties will be better able to meet the interests of their respective constituents while managing conflicts and change, using shared information and working through tough

issues. The IBEW also sought more specific ways to contribute to both the benefit of its membership and the success of the company.

In working together the negotiating teams believe we can create better solutions for our employee's issues while meeting the challenges of a continually changing workforce and evolving business environment.

### **1.02 Evolution of the Employee Relations Council**

Through the exploration of various interests it was agreed that there was no formal or consistent method of raising concerns about the contract, its intent or its application during the term of the agreement.

With the use of mutual interest problem solving, the parties sought a mechanism to deal with the ongoing issues that arose.

The interests were listed as follows:

- a. A means for the relationship to continue to develop in a positive way.
- b. A means to address issues during the life of the agreement.
- c. A forum to bring forward issues that require resolution in a timely fashion.
- d. A place where during the course of negotiations, issues that require further work could be assigned.
- e. A joint labour management committee that would set down rules and structure and communicate to members and management.

In the past, problems that were raised after negotiations or as a result of negotiations, were handled through the grievance process or through various ad hoc labour management committees.

Questions on the intent of collective agreement articles were sometimes dealt with through side deals, which at the time created inconsistency.

The Bargaining Committees from both ENMAX and the IBEW considered and evaluated various solutions. The result was that the creation of the Employee Relations Council.

### **1.03 Role of the ERC**

The role of the ERC is to provide both parties with the opportunity to resolve labour management based issues during the life of the agreement. The council is not meant to replace the grievance process.

The parties recognize the benefits of strengthening the relationship through the use of ongoing Mutual Interest Problem Solving, enhanced communications and by exploring the future opportunities together.

#### **1.04 ERC Membership**

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

Each party will appoint their respective representatives. It is the intent of the parties that representation shall be made from the ENMAX group of companies, the IBEW, and its business office.

A sample structure would be as follows:

- Human Resources – Director
- ENMAX Power – Manager (3)
- ENMAX Power Services – Manager (1)
- ENMAX Power – Representative (1)
- IBEW – Business Manager
- IBEW Representatives – ENMAX Power (3)
- IBEW Representatives – ENMAX Power Services (2)
- (All representatives will be trained in interest based problem solving).

#### **1.05 Authority**

It is intended that the ERC would have formal authority to make recommendations for change to their respective constituents. This responsibility would include:

- a. Making recommendations for temporary and permanent changes to the Collective Agreement.
- b. Determining the appropriate ratification process where council decisions amend the collective bargaining agreement. Each party will make these decisions for their respective constituency.
- c. Dealing with issues contributes positively or negatively to the ongoing relationship between the IBEW and ENMAX, the employees and management or other matters that the Council agrees are of mutual interest.
- d. Making recommendations in areas such as Technical Training, Policy Development and the development of leadership skills for the employees.
- e. Authorizing the formation of sub-committees to perform analysis and bring forward recommendations on specific agreement of labour relations issues.
- f. Approving, modifying, or rejecting recommendations from the sub-committee(s).
- g. Setting meetings dates or deadlines for project completion.

### **1.06 Decision Making**

All council decisions will be based on consensus of the members of Council utilizing a mutual interest based problem-solving model. The council will develop an “ERC Charter” that will deal with the specific detail of the Council’s responsibilities. This will include:

- a. establishment of working rules,
- b. the development of criteria or procedure for raising of the issues to the Council level,
- c. how issues will be prioritized,
- d. what to do with the unresolved issues,
- e. the communications of results,
- f. the method of record keeping and the use of the “group memory” (flip chart notes),
- g. a method of evaluation to monitor and improve working processes of the ERC,
- h. the process of scheduling Council member attendance.

### **1.07 Administration**

The Council will be co-chaired, initially by IBEW Business Manager and the Director, Human Resources. It is hoped that the chairmanship can be rotated to enable other representatives to undertake the responsibility and provide consistency to the transition of new members.

It will be the responsibility of the Co-chairs to:

- Co-ordinate activities of the ERC,
- Schedule meetings,
- Organize and distribute agenda,
- Arrange meeting locations,
- Provide facilitation,
- Ensure training and transition of new members.

### **1.08 Recognition**

Membership on the Employee Relations Council develops skills, abilities, and experience that are valued by ENMAX and the IBEW.

### **1.09 Consensus – A Workable Definition**

When in problem solving and I am a participant:

- a. I have heard and understood the issue,
- b. I am satisfied that I have the best available information regarding the issue-at this time,
- c. I have contributed to the process of solution building and evaluation,

- d. I was heard,
- e. I am satisfied that the solution is the best decision today and I can and will support it 100%,
- f. Even if it isn't my personal preferred solution, Even knowing it isn't perfect,
- g. Even believing there is a better solution out there, someplace-somewhere-sometime.

## **2.0 Job Selection - Article 10.00**

### **2.01 Introduction**

In an effort to resolve outstanding issues with the Job Selection Process, the Parties agreed to utilize three separate selection processes in order to fill vacancies.

- a. Selection Process A
- c. Selection Process B

### **2.02 Selection Process A**

The Selection Process A for vacancies will be based upon the following criteria:

- a. Job Postings which have a standardized format listing:**
  - Qualifications,
  - Specific focus (e.g. Trades focus or Leadership Focus),
  - A description of duties and expectations,
  - The critical dimensions of the position,
  - Experience requirements.
- b. Resumes**

Candidates will be required to submit current resumes listing such items as achievements, experience, relief work, degrees, certifications, certificates, training courses, interests and community involvement, etc.
- c. Human Resources (H.R.) File Information**

H.R. file information. Any relevant H.R. File information which may include: performance reviews, feedback, employee achievements and commendations.
- d. References will be captured on a standard written reference form and will include:**
  - References supplied by the candidate as well as those sought by the hiring supervisor or manager.



- External written references may be used judiciously with up front knowledge of grievance implications.

**e. Short Listing**

- In order to avoid raising expectations and with a view to improving the efficiency of the selection process, supervisors may short list potential candidates.
- When short-listing candidates hiring supervisors will be guided by the seniority principles contained within the collective agreement; all things being relatively equal in short listing candidates, seniority will be the determining factor.

**f. Interviews**

- To promote trust in the interview process, as well as to promote personal development, IBEW member participation is encouraged on the panel interview team. Typically, the interview team will consist of the hiring supervisor, an IBEW member and an HR representative. However, the mix of interview teams may vary depending on the vacancy and level of the interview team's experience.
- For a typical interview team, roles are defined as follows:

**Supervisor (management exempt)**

Reviews Human Resources file data, receives input from interview panel colleagues, and is accountable for overall selection process and decision.

**IBEW member**

Observes for technical abilities and team fit, contributes input and ensures procedural fairness for interview component of overall selection process.

**HR Representative**

Assists panel colleagues to identify relevant questions to assess critical dimensions. An IBEW peer or subordinate may be substituted for the Human Resources representative.

**Behavioural Interview Process**

All interview panel members will be trained in the ENMAX Behavioural Interview Process. IBEW panel members will be rotated through their respective areas.

**Confidentiality**

All interview panel members will commit to confidentiality as a pre-condition of participation. Breaches of confidentiality will be taken very seriously.

### **Selection Process**

The selection process will consist of two parts, an interview and a panel review of the candidates work history including performance history, references, and Human Resources file information. The interview panel will give equal consideration to both the interview results and the overall review of the candidates work history, in making their final decision on the successful candidate.

#### **g. Treatment of Seniority**

When two or more candidates are found to be equal or relatively equal the following principle will be applied; “when candidates are found to be equal or relatively equal, seniority will be the determining factor in the final selection”.

#### **h. Feedback**

Feedback will be given to unsuccessful candidates by the supervisor explaining why they were not selected. This will take place following the successful candidate being notified and accepting the job.

### **2.03 Selection Process B**

In the Selection Process B positions, the senior qualified candidate will be selected.

### **2.04 Job Posting and Selection Matrix**

<b>Classification</b>	<b>Permanent</b>	<b>Temporary</b>	<b>Relief</b>
Coordinator (PLT) (PSE) Coordinator (Telecommunications) Scheduler (PLT) (PSE) Senior Line Inspector (PLT) System Operator (PLT) (PSE)/Control Centre Trainer Electrical Construction Planner System Operations Planner Assistant System Operator (PLT) (PSE) Safety & Training Assistant – OHS (PLT) (PSE) Training Advisor Trades (PLT/PSE) System Scheduler (PLT) (PSE) Assistant System Operator Trainee (PLT)(PSE) Warehouse Coordinator Coordinator (Trade Support) Quality Assurance Inspector Vehicle Maintenance Organizer Material Handler – Rubber Lab Material Handler <b>Meterer I</b> Utility Worker Safety and Training Assistant – (OHS (Trade Support) <b>Work Methods Advisor PLT/PSE</b>	Process A	Process A	Process A

Classification	Permanent	Temporary	Relief
<b>Work Methods Advisor Trades Support</b> <b>Journeyman Mobile Boom Truck (MBTO)</b> <b>Heavy Equipment Technician</b> <b>Mobile Fleet Coordinator</b> <b>Cable Splicer Crew Leader</b> <b>Maintainer</b> <b>Maintainer (UTT)</b> <b>Maintainer (LRT)</b> <b>Maintainer (Minor Service Orders)</b> <b>Field Execution Planner (Trade Support)</b> <b>Field Execution Planner (PLT/PSE)</b> <b>Safety Codes Officer</b> <b>Assistant System Operator Trainees (PLT/PSE)</b>			
Project Inspector Electrical (PLT)(PSE) Project Leader (PLT)(PSE) Quality Inspector (PSE) Senior Cable Locator (PL)(PSE) Leadhand Trouble Response (PLT) Leadhand Cable Splicer (PSE)(PLT) Leadhand (IW) Leadhand (PLT)(PSE) Leadhand (Telecommunications) Leadhand <b>Patroller</b> (PLT) Leadhand Locator Underground Cable (PLT)(PSE) Leadhand Maintenance Technician (PSE) Leadhand Service Installer (PLT) Leadhand (Trade Support) Training Advisor Trade Support Works Inspector Project Leader (Trade Support)	Process A	Process A	Process B
Classification	Permanent	Temporary	Relief
Cable Splicer (PSE)(PLT) Journeyman Communications Electrician Journeyman Construction Electrician Journeyman Powerline Technician (PLT) Journeyman Power System Electrician – Meters (PSE) Journeyman Power System Electrician – Station (PSE) <b>Groundperson</b> Truck Driver Line Inspector (PLT)	Process B       Process B	Process B       Process B	Process B       Process B

### 3.0 Job Posting & Selection Process Intent

#### 3.01 Job Posting & Selection Process

In examining the various concerns surrounding the Job Posting and Selection process one of the main concerns which was identified was the length of time required to fill both permanent and in some cases temporary positions.

The bargaining committees identified nine general steps currently taken to fill a vacancy. It was estimated that the average time to fill a vacancy was approximately forty-nine (49) days. This was made up of twenty-five (25) working days to work through the eight-step process and a three-day gap between each step to allow for assessment of

administrative requirements to complete each step. More realistic assessments of the time required to fill a position would be to double or triple this timeline. The (2001) process as described:

- Step 1:** three (3)- four (4) days to spec out the existing position  
Staff requisitions processed.  
General Administrative requirements.  
Requisition sent to manager.  
Requisition sent to IBEW Business Mgr./Process includes an ok from the IBEW office.
- Step 2:** three (3)-five (5) days  
Review process by the Bid Committee to review any changes to the position or job.
- Step 3:** five (5) –ten (10) business days  
Post the position throughout the organization.
- Step 4:** two (2)-three (3) days  
Applications sent to hiring manager for review.
- Step 5:** two (2) days  
H.R. and hiring manager meet to develop the interview guide.
- Step 6:** two (2)-three (3) days  
H.R. Schedules Interviews.
- Step 7:** two (2)-three (3) days  
Interviews take place.  
Reference checks completed.  
Candidates are advised.
- Step 8:** H.R. creates offer letter signed by Manager/candidate.
- Step 9:** Successful candidate is notified and released from current responsibilities.

**3.02** Total Estimated Time for Completing the Current Selection Process  
Twenty-five (25) days - estimated of actual activities/Twenty-four (24) days - allowing a three-day gap between each step/forty-nine (49) days - total time (may double or triple based on actual time)

### **3.03 Recommendations for Change**

Recommendations to reduce some of the time required to fill vacancies while protecting the integrity of the job posting process the following options were considered:

**a. Recommendation / Option 1: Run Steps 1 and Step 2 Concurrently**

Posting should be sent to the IBEW office for information only and not for approval. This step should be combined with the posting being sent to the Bid Committee. This would reduce the selection process by three (3)-six (6) days.

It is intended that the Bid Committee will review the posting to ensure the posting is consistent with the standards for fairness that it sets as a part of its mandate.

**b. Recommendation / Option 3 & 4**

To develop a short list, in order to avoid the current practice of interviewing all the candidates. In some cases there have been as many as twenty (20)-thirty (30) candidates for positions. It was decided that it is not reasonable to expect all applicants to be interviewed for all job postings.

It was recommended that a joint committee sponsored by the ERC be struck. Part of the mandate of this task force committee will be to determine a reasoned approach to enable the short- listing of candidates. The ERC will oversee and approve all recommendations that are followed by the task force. It was also suggested that consideration to seniority be given by the task force/job posting committee.

**c. Recommendation / Option 5**

Pre-approve Bids. It was also recommended the task force consider the utilization of pre-approved bidding list. The intent would be to create a Pre-approved job listing. If there were changes to the standard posting these changes would require pre-approval by the Bid Committee. It is suspected that this would reduce the requirement of having the Bid Committee review all job posting and reduce the selection timeline by another four (4)-six (6) days.

**3.04 Intent Statement: Job Posting and Selection Process - Application Recommendations for Change**

The Committees reviewed several recommendations to reduce some of the time required to fill vacancies while protecting the integrity of the job posting process. There was one process change to the current application, which was agreed upon.

Posting should be sent to the IBEW office for information only and not for approval. This step should be combined with the posting being sent to the Bid Committee. This would reduce the selection process by three (3)-Six (6) days.

It is intended that the Bid Committee will review the posting to ensure the posting is consistent with the standards for fairness that it sets as a part of its mandate. Changes to job postings would be identified for the IBEW Office.

### **3.05 Journeyman Vacancies**

Journeymen reside within a designated section (e.g. Powerline Technician within Field Resources). When a Journeyman vacancy arises within the section it may be posted in accordance with Article 10.03. If posted, it will be posted internally and externally at the same time. Preference will be given to senior qualified internal applicants who have an interest in moving to a different section.

Posting Journeyman vacancies within a section is intended to provide individuals with opportunity for movement. It is not intended to adversely impact the business or to create additional administration. When multiple vacancies occur in a section, a posting will be put out and the company commits to filling as many of the vacancies from the posting with internal qualified applicants as can be operationally supported. A minimum of one internal qualified candidate will be selected from the posting. Where a concern arises around not selecting more than one internal candidate, an explanation of the adverse impact to the section will be provided.

No more than two Journeyman postings shall be required in any one sequence.

For example:

Sequence	Vacancy	Section	Filled By	Posting
1	New*	EPC Field Resources	EPSC Employee	Internal
2	Replacement	EPSC Field Services	EPC Field Resources Employee	Internal
3	Replacement	EPC Field Resources	New Hire	External

### **3.06 When Operational or Business Needs Require an Employee to Move**

When operational or business needs require an employee to move from one section to another, the company will invite volunteers and select the most senior qualified employee. If there are no volunteers, then the company shall appoint the most junior qualified individual.

### **3.07 Development Opportunities**

In an effort to enhance the operational mobility of employees, any employee can express interest in a development opportunity within a different section or area. Management is responsible for tracking all requests for movement and development made by employees.

Employees are expected to discuss this interest with their supervisor

when the interest arises and/or during the annual performance review and career development discussions.

Following the discussion, management will make record of the request.

ENMAX is committed to providing these opportunities based on operational need.

Supervisors and Managers from various sections and/or areas work together to facilitate development opportunities for employees.

#### **4.0 Meterer I-IV Job Progression - Article 12.00**

##### **4.01 Meterer IV Progression - Intent Statement**

Concerns were expressed over the lack of progression, or access through to the **Meterer** IV Level, within the **Meterer** classification. Substantive work had been done by the Metershop committee to develop and measure competencies required, in order to qualify for the senior **Meterer** IV level.

Employees who had successfully completed the skills assessment training, as determined by the **Meterer** Progression Committee, could progress to the senior IV level.

It is intended that this **Meterer** Progression Committee would be a joint committee made up of a representative group from the Meter shop. The joint committee will determine progression of employees through all levels of the **Meterer** classification.

It was also agreed there would be no complement control for the **Meterer** IV positions.

#### **5.0 Assistant System Operator Training - Article 12.00**

##### **5.01 Assistant System Operator (ASO)**

The current requirements to become an Assistant System Operator include serving two years as a Journeyman Station/Trouble Operator. Through discussion it was identified that a strictly time based qualification no longer adequately meets the training requirements for the position and that a competency based training approach would be more appropriate.

In 2001, recognizing that a more focused effort was required to meet the training needs of Control Centre staff, a dedicated Control Centre

Trainer position was created. Potential ASO's continue to write and must successfully pass the present ASO exam before being moved into the position. In addition Competency Based Training Modules continue to be developed and administered, and an Advanced System Operator Training program is being purchased that includes competency based training and evaluations.

The dedicated trainer and training tools will help to ensure that staff are properly trained and qualified to assume the role of Assistant System Operator.

## **5.02 History**

Prior to 1996 the Trouble Call taking function was performed by Trade Support staff under the direction of a Journeyman Powerline Technician in the Trouble area. The Station Operator function was performed by either Journeyman PLT's or PSE's mostly on a relief basis into Control Centre.

Through the reorganization in 1996 the Trouble Call taking function was moved into Control Centre and combined with the Station Operator duties, with the work being performed by Journeyman PLT's or PSE's.

### **a. Station/Trouble Operator Major Duties**

The Station/Trouble Operator position is currently the entry level position into Control Centre and includes 2 major job functions:

- Trouble Operator: handle trouble calls from customers, diagnose probable cause and location, dispatch crews and log calls into the Outage Management System
- Station Operator: crew book-in's to Substations and Manhole/Vaults. Some minor switching, such as recloser blocking.

### **b. Background Information**

Both the Station Operator and Trouble Operator positions operate from 7 a.m. to 7 p.m. Monday to Friday with some exceptions, to meet operational needs.

The Station Operator duties are tied directly to ENMAX field crews so that the major portion of the job function ends when the crews book off at the end of the day.

The Trouble Operator duties are transferred to the System Operator and Assistant System Operator on nights and weekends as well as some Statutory Holidays.



## 5.03 Proposed Changes

### a. Create Assistant System Operator (ASO) Trainee position

Through discussions with Field staff and IBEW members of the Bargaining team, it was identified that very few Journeymen were willing to bid the Station/Trouble Operator position due to the duties attached to the position (i.e. answering trouble calls).

The ASO Trainee position would become the entry level position into the System Control Centre. After successful completion of the training program and evaluation it is expected that the trainee would assume full ASO duties and advance to a fully qualified System Operator.

### b. Create System Control Centre Training committee (SCCT)

The SCCT committee would be created to determine the level of experience and training achieved through the ASO training program or equivalent experience to advance to a fully qualified Assistant System Operator. The SCCT would include:

- Senior System Operators
- 1 Control Centre Senior Engineer
- 1 Control Centre Manager

The SCCT would seek input from the System Control Centre Trainer, performance evaluations, past experience and any other relevant information to determine the level of competency. Depending on the level of competency achieved a person may advance in less time or more time than indicated on the Training program.

### c. Assistant System Operator Trainee Level Training Program

**Note:**  
At the end of this period (6 mos.), trainee is qualified to assume ASO duties unassisted but may not as the System Operator.

<b>Trouble Desk</b> <ul style="list-style-type: none"> <li>Phone System</li> <li>Outage Management System</li> <li>Radio Procedures</li> <li>MSO's/Billing</li> </ul>	<ul style="list-style-type: none"> <li>Assistant FLR Crews</li> <li>Customer Service</li> <li>Basic Computer Skills</li> </ul>	<b>Trouble Dispatch</b> 4 Weeks depending on the background of the individual
<b>Control 3 Desk</b> <ul style="list-style-type: none"> <li>Phone System</li> <li>Manhole/Vault Feeder</li> <li>System/Maps</li> <li>Radio Procedures</li> </ul>	<ul style="list-style-type: none"> <li>Book On/Hold Off Procedures</li> <li>SPF Logging and Filing</li> <li>Basic SCADA</li> </ul>	<b>Control 3 Desk</b> 4 weeks depending on the background of the individual
<b>ASO Trainee Level 1</b> <ul style="list-style-type: none"> <li>Shift Work Experience – 2 months straight</li> <li>Intro to electrical system</li> <li>Detailed SCADA</li> <li>Switching Order Procedures</li> <li>Specific Procedures (ie. Firm Load Shed, Underfrequency, etc.)</li> <li>ASOC Modules/Testing</li> <li>Crisis/Emergency Management</li> <li>Video based training modules (26x2hrs) complete manuals and evaluations</li> <li>Mapping</li> <li>Field training structured to Trade background</li> <li>Mentoring – day to day operations</li> </ul>		<b>ASO Desk</b> Under direct supervision – 4 months

<b>Note:</b> Able to work independently as an ASO.	<b>ASO Trainee Level II</b> <ul style="list-style-type: none"> <li>• Advanced Switching</li> <li>• Intermediate ASOC Modules/Testing</li> <li>• Advanced Training</li> <li>• Station Components and Design</li> <li>• Distribution System Operation</li> <li>• Transmission Loading</li> <li>• Emergency Switching</li> </ul>	<b>ASO Desk</b> Working under direction of System Operator. Cannot relieve for System Operator. 18 mos. or less as approved by System Control Centre Training Committee.
<b>Note:</b> Fully qualified to relieve as System Operator.	<b>ASO Fully Qualified</b> Note: Fully qualified to relieve as System Operator	Total of 24 mos. or less as approved by System Control Centre Training Committee.
	<b>Advanced Training</b>	

## 5.04 Short Term Training Plan

In order to address the staffing concerns that will exist at the end of July 2001, with the retirement of a System Operator, the following plan was agreed to:

- a. Identify staff that could be placed in a “Compressed Training Program” that would advance their level of competency to fulfill Assistant System Operator duties and relieve System Operator duties within the required time frame. The Operators that would be involved were part of the group that developed this program and feel that with the following actions they will be ready to advance at the end of July 2001.
- b. Compressed Training Program (CTP):
  - Trainees will spend all of their scheduled shifts on a “one on one” basis with a senior ASO or SO. They will not be scheduled to the Trouble or Control 3 desk.
  - Control Centre trainer will develop modules/provide training keyed to each individuals area of need.
- c. Temporary staff:
  - In order to accommodate the CTP additional temporary staff will be required to assume duties at the Trouble and Control three (3) desk.
  - Contact Health and Safety to see if there are any staff on Light Duty that could be used. Completed - none available.
  - Post bid for regular nine (9) hour days (no shift work) for three (3) month limited term. Completed - bid closes May 30.
  - Send email to all IBEW staff stating purpose of bid and opportunities available in Control Centre. Completed.
- d. Operator Support Program:
  - Develop a standby system where junior Operators would be able to contact a senior System Operator for assistance when required. Details need to be finalized and discussed with System Operators for agreement and implementation. One possible option would be to use the current Standby policy.

e. **Scheduled Time Off:**

- Training will take precedent over scheduled time off (holidays, VO etc.). Requests will be strictly monitored and no new or additional time off to what is already booked will be permitted without prior approval. Attendance at non-operational type courses may have to be limited or reduced.

## **5.05 Long Term Options**

a. **Proactively Promote System Control Centre as a career option.**

In order to raise the awareness of career opportunities in System Control Centre for ENMAX employees the following actions will be taken:

Form a joint IBEW/Management team including present System Control Centre Operators to jointly present career options in System Control Centre to targeted areas of ENMAX.

- Post information on Intramax for System Control Centre career pathing.
- Make information available on shift work and schedules for interested staff.

b. **Qualified Operators:**

- The intent is to promote and train existing ENMAX staff to fill Operator positions in System Control Centre. When this is not possible or practical due to time constraints (unforeseen departure of an Operator), no interest shown from internal staff, or new skill sets (e.g.: generation) are required immediately, external Qualified Operators will be considered. External hires would be placed in the ASO Training program and be assessed by the System Control Centre Training committee to determine advancement timelines.
- This option has not been fully explored and further discussions are required.

c. **Hire and train Tech graduate students to become Operators:**

- If the predicted shortage of Trades staff occurs in future years, and the continued lack of interest from internal staff to choose Control Centre as a career path, it may become necessary to explore other avenues to attract and train Operators. Many utilities hire and train CET's or Tech graduates to become Operators. This would require additional training requirements such as extended field exposure and possibly different time lines to produce a competent Operator similar to an apprenticeship program.
- This option has not been fully explored and further discussions are required.

## **6.0 Training - Article 12.00**

### **6.01 IBEW Negotiations 2001**

Through discussion it was agreed that given the projected retirements of ENMAX Journeyman Powerline Technician over the next five (5) to ten (10) years, a staffing shortage of experienced Journeyman will develop. The parties agreed to the following possible options to address this issue:

It was agreed that the over riding factors to the implementation of these solution options would be that:

- Safety will not be compromised.
- Training of Apprentices will not be compromised; the finished product must be a skilled and competent Journeyman.

### **6.02 Options**

#### **a. Enhance Training Opportunities**

To further enhance training opportunities for Apprentices it was agreed that a one (1) to one (1) ratio of Journeyman to Apprentices can be used on voltages of less than 750 volts ac. This would not include work on the energized 600-volt dc system. This is a further enhancement to the de-energized construction where a one (1) to one (1) ratio of Journeyman to Apprentices can also be used.

Due to the high levels of fault current present in the Downtown Network System, the ratio of Journeyman to Apprentices will remain at two (2) Journeymen to one (1) Apprentice when working on energized equipment in this area. The two (2) to one (1) ratio is only required when actual energized work is being performed on the Network System, and would not pertain to activities such as installing Fibre Optic cables in the manhole/vault system.

#### **b. Hire Journeyman**

Continue to hire skilled Journeymen from other Utilities where and when possible. Other jurisdictions may be facing the similar demographics, which may limit the effectiveness of this option in the future. As well we face the distinct possibility of other Utilities hiring Journeymen from ENMAX.

#### **c. Continue to hire and train ENMAX Apprentices - Explore Opportunities to Increase Total Number of Apprentices**

The total number of Apprentices that can be in the ENMAX system at any one time is currently limited by the number of Overhead

Bucket Trucks performing Live Line work. This is due to the fact that Third and Fourth year Apprentices are assigned to these trucks in their last two (2) years of training.

This limit is also complicated by the fact that newly hired Journeyman are also assigned to these trucks for training / orientation to our system which further limits the number of Apprentices that can be assigned to these trucks

In order to increase the total number of Apprentices in the system the following initiatives are recommended and forwarded to the JATC committee to explore and report back to the ERC:

- Review current assignment of Apprentices and Journeyman in Overhead Bucket Trucks performing Live Line work to ensure that all training spots are fully and effectively utilized.
- Explore the creation of Designated Training trucks with clearly defined limits on the type of work that is permitted to be performed. Apprentices in their 4th year of training could be assigned to the Designated Training truck at a ratio of two 4th year Apprentices to one Journeyman.
- Work limits would be restricted to installing/removing single or three phase transformers, Lightning Arrestor replacement, Live Line Insulator Washing and single-phase work including pole replacement or as otherwise mutually agreed.
- Explore the current requirement of Apprentices spending their last eighteen (18) to twenty-four (24) months on Overhead Bucket trucks to determine if this time frame could be reduced and still provide the necessary training and job exposure.

## **7.0 Standby - Article 16.00**

### **7.01 Intent Document**

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 hour at the Journeyman Powerline Technician base rate for week-day coverage, two hour pay for weekend coverage and three (3) hours for standby coverage on statutory holidays. Scheduled notice equals five (5) days.

Examples of standby staffing requirements have been identified as follows, and no employee shall be scheduled for standby duty more frequently than once every four weeks.

Distribution	Three PLTs and one operator. (Representing OH & UG experience)
Substations	Two journeymen (representing PSE and relay experience)
Network	One PLT and one PSE
Locators	One Journeyman PLT or PSE

The exceptions are Transmission, Fleet and System Operation Planners where a designated number of individuals in each area currently alternate weeks.

ENMAX and IBEW Local 254 agree to the following guidelines for the standby crews to follow:

- Typically, the standby week runs Thursday-to-Thursday starting at 07:00 Hr.
- Employee's personal situations will be taken into account when being considered for standby duty.
- The employee scheduled for standby is responsible for all substitutions, the alternate being mutually agreeable to the immediate supervisor.
- The employee on standby earns the premium for that shift, whether scheduled or on traded time.
- The intent is that employees will be scheduled standby on their long workweek. (Wherever possible an employee will not be scheduled for standby on their short work week).
- At minimum, the same crew compliment should be used in emergency work as during regular working hours.

## **8.0 Re-Deployment - Article 23.03**

The parties believe that this interpretation reflects the intent and addresses concerns regarding the application of Article 23.02.

Example: In this example the Leadhand is redundant and would be offered redeployment or severance.

**Example:**

**Company One**

**Company Two**

**Leadhand**

↓ displaces

**Most Junior Leadhand**

↓ displaces

**Most Junior Journeyman**

(if more senior) displaces

**OR**

(if most junior Journeyman  
in ENMAX Companies)

↓

**Severance ♦♦♦♦**  
**or displaces**

↓

**Most Junior Trades Support**  
in ENMAX Companies

→

**Most Junior Journeyman**

↓

**Severance ♦♦♦♦**  
**or displaces**

↓

In this example, should the most Junior Trade Support be laid off he would be eligible to severance as per Article 23.08 (b).

**9.0 Training - Article 26.00**

**9.01 Training Intent Document**

Through discussions in 1999-2000 it was agreed that the training practices had been applied inconsistently. Three major issues with the application were:

- Some employees had more and others had less access to training opportunities. The approval of courses appears to differ in various areas of the Company.
- Secondly, reimbursement for the cost of courses was not uniformly applied and there was confusion over which courses and what expenses would be reimbursed.
- Thirdly, the application of paid travel time for employees taking courses was not clear and as a result, not applied in any consistent manner.

The interest of the parties include:

- Both IBEW, ENMAX, and the employees have a shared responsibility for training.
- Training is a requirement in order to continue to have a highly skilled and productive workforce and ensuring high morale and job satisfaction.
- We needed to maximize the use of training dollars.
- All training needed to be used and in turn, prove to be useful.

In order to improve the consistency in the application of training, it is the intent to use the following training guidelines based on two separate employee groups:

- Non-Shift Operations
- Shift Operations

(This does not include Apprentices while attending apprenticeship technical training)

Reimbursement for the cost of attendance, travelling and lodging as required should be based on the following criteria:

### **Mandatory Training**

If the coursework/training is deemed to be mandatory and non-discretionary, where the employee is directed to attend, the Company agrees to reimburse all reasonable costs for attendance. This includes the cost of wages, tuition, materials, travel expenses and lodging.

Some examples of mandatory training may be legislated courses or safety courses, determined as necessary in order to fulfill the employees current responsibilities. Payment of overtime will be made where applicable. (See detail graph, 10.02 of this intent document).

### **Optional Training**

In the event that training is deemed by the supervisor to be optional or discretionary, the Company agrees to cover reasonable expenses incurred to attend. These will include the cost of tuition and materials.

Participation in optional training will not cause overtime or cause the employee to have less than the prescribed amount of rest between shifts.

Employees, where practical, may be given the option of mutually re-scheduling or attending similar training on an alternate date.



Where out of town travel is required, accommodation and travel expenses will be covered. (See detail graph, 10.02 of this intent document)

Optional training may include courses, which are not necessarily required for the current position held, however, are determined to add value to the employees' and the Companies current and foreseeable future needs.

### **Personal Training**

Personal training opportunities are courses the employee wishes to take and shall be determined in consultation between the employee and the respective manager/supervisor.

Reasonable cost for tuition and books can be reimbursed after successful completion of the course requirements. It is recommended that the criteria for reimbursement for Personal Training courses be based on courses related to the employees' current position within the Company or where there is reasonable opportunity for adding value to the employees' current and potential career path with the Company.

No travel or lodging expenses will be covered in these regards.

## **9.02 Detail Graph**

	<b>Mandatory</b>	<b>Optional</b>	<b>Personal</b>
<b>Auto Travel Time</b>	Mutual	Mutual	Employee Pays
<b>Airline Travel Time</b>	Mutual	Mutual	Employee Pays
<b>Time Outside Normal Work Hours</b>	Paid by Company (b)	Mutual (a), (c)	Employee Pays
<b>Weekends or Off-Shift</b>	Paid by the Company. O/T is paid where applicable. May reschedule (b)	Mutual (a), (c)	Employee Pays
<b>Course Material/Costs</b>	Paid by Company	Paid by Company	Mutual
<b>Lodging &amp; Travel Expenses</b>	Paid by Company	Paid by Company	Employee Pays
<b>Time/Salary Wages</b>	Paid by Company	Regular Wages Paid by Company	Employee Pays

**Note:**

- a. System Control Center, Trouble Response and Shift Workers – Mutually Paid by Company at straight time.
- b. Mandatory Training: Shall be subject to the overtime provisions of the collective agreement.
- c. Optional Training: The employee shall be given the choice of being paid at the regular rate of pay for attending the training or be given access to time off as mutually agreed.

**Definition of Mutual:**

An agreement between an employee and manager, which is acceptable to both parties. With regard to training, the intent is to keep both employee and company whole. This means that the employee would receive the normal pay (without overtime) that the employee would have received.

**9.03 Shift Worker Training Scenarios**

**a. Course: Mandatory CPR/First Aid, Tues., Wed., 8 a.m. - 4 p.m. (8 hours)**

- Employee one (1) normal schedule: Monday, Tuesday 7 p.m. – 7 a.m. (twenty-four (24) hours, nights)

With twenty (28) days notice (or less if mutually agreed) change shift from nights to days. New shift is:

Monday days 7 a.m. – 7 p.m. straight time.

Tuesday attends course on straight twelve (12) hour pay.

Wednesday attends course and receives eight (8) hours overtime.

Result: eight (8) hours overtime.

- Employee two (2) normal schedule: Employee is on Flex week (forty-eight (48) hours)

With minimum four (4) days notice change employees schedule to Tuesday, Wednesday days. Employee is paid twelve (12) hours straight time each day and works the remaining two (2) shifts in the Flex week for a total of forty-eight (48) hours.

Result: no additional pay.

- Employee three (3) normal schedule: Saturday, Sunday 7 p.m. – 7 a.m. (twenty-four (24) hours, nights)

With twenty-eight (28) days notice (or less if mutually agreed) change shift from nights to days to allow rest period between last shift and start of course.

Employee attends course at overtime rate.

Result: sixteen (16) hours overtime.

**b. Course: Optional Shared Leadership, Mon., Tues., 8 a.m. – 4 p.m.**

- Employee one (1) normal schedule: Wed., Thurs., 7 a.m. – 7 p.m. (twenty-four (24) hours, days)

Attends course on normally scheduled days off and is paid eight (8) hours regular pay for each day. Works the scheduled shifts at regular pay.

Result: sixteen (16) hours regular pay for course time in addition to regular pay.

- Employee two (2) normal schedule: Monday, Tuesday, 7 p.m. – 7 a.m. (twenty-four (24) hours, nights)

Upon Mutual agreement Employee changes shifts with no payment of overtime.

Monday attends course on straight twelve (12) hour pay.

Tuesday attends course on straight twelve (12) hour pay.

Result: no additional pay.

- Employee three (3) normal schedule: Fri, Sat, Sun nights, and Wed, Thurs days. (sixty (60) hours, night and day shifts)

Upon mutual agreement schedule could be changed to:

Friday, Saturday nights regular shift. (twenty-four (24) hours paid).

Monday (exchanged Sunday night shift for Monday day to attend course, twelve (12) hours paid). Tuesday attend course (eight (8) hours paid).

Wednesday, Thursday days (regular shift twenty-four (24) hours paid).

Result: Eight (8) hours regular pay for course time in addition to regular pay.

**10.0 ENMAX/IBEW Joint Initiatives Intent Document**

**10.01 Introduction**

ENMAX Management and the IBEW Local 254 have mutually agreed to build a new working relationship based upon collaboration and problem solving of issues that impact both the company and the IBEW membership. In the spirit of the new relationship, as outlined in the “Statement of Intent”, ENMAX Management and the IBEW recognize that certain initiatives related to training and communication would be enhanced by a collaborative and joint approach to the design and delivery of the training and communication vehicles.

**10.02 Initiatives**

Two initiatives have been identified that would provide added value for both management and the IBEW membership. Other initiatives may be identified during the term of this collective agreement.

- A training program for managers, supervisors, coordinators and shop stewards in the Grievance process. The IBEW has developed a program for delivery to shop stewards. Management will review the program, and with the participation of the IBEW, develop enhancements, modifications and additions to the training program. The program will focus upon employee relations and industrial relations, and will include areas that are of mutual benefit.
- A communications (roll-out) program to ensure those managers, supervisors, coordinators, shop stewards and other employees will achieve a working knowledge of the changes, modifications and additions to the Collective Bargaining Agreement.

The advantages of joint collaboration in the design and delivery of the above training and communication programs are:

- Both Management and the IBEW membership will get the same messages, delivered by the same people.
- The programs will be designed to meet the needs of both management and the IBEW membership.
- The mutual participation will provide management and the IBEW another process to build trust and enhance the working relationship.
- We will achieve a higher level of openness with respect to the problems and concerns of each group.

Finally, these jointly designed and delivered initiatives are intended to demonstrate the active commitment of both ENMAX and the IBEW toward a more effective long term working relationship. Following ratification of the CBA, the Manager of Employee Relations and Health and the IBEW Business Manager will develop a plan and process for the design and delivery of these initiatives.

## **11.0 Bereavement Leave - Article 20.00**

The intent of this article is to ensure that employees who are faced with a death in the immediate family, or more distantly related, are provided with the time necessary to attend to the funeral and/or other matters related to the death. The amendment to the article was intended to resolve issues arising with consistency of application, and provides for employee discretion.

Article 20.04 (c) provides an employee with the opportunity to attend funeral services for those relatives not considered immediate family members. The time granted is to a maximum of one day, with managerial discretion.

Similarly, with managerial discretion, it is further understood that 20.04 (c) may be applied in the event of the death of a co-worker.

## **12.0 Employee Categories and Definitions – Article 6.00**

### **Seniority**

To clarify IBEW seniority, the following definitions have been determined:

- **IBEW Bargaining Unit Seniority**

The IBEW Bargaining Unit Seniority Date represents seniority accumulated within the bargaining unit commencing from the date that an employee became permanent; either through successfully posting to a permanent position.

The IBEW Bargaining Unit Seniority Date for permanent employees hired prior to October 16, 2003 shall be the most recent date of hire.

- **IBEW Journeyman Seniority**

The IBEW Journeyman Seniority Date is provided for all Journeymen. This date represents the date for an employee who apprenticed with ENMAX and attained his Journeyman status. This date also represents the most recent date of hire for those employees who attained their Journeyman status prior to being hired with ENMAX. Seniority commences from the date that the employee became permanent.

Around 1978 a joint decision was made for new Journeyman who apprenticed with Calgary Electric System to have their Journeyman Seniority backdated six (6) months in recognition of experience attained as an apprentice. This practice remains in place today.

### **Multi-trades:**

The IBEW Journeyman Seniority date for employees with more than one trade shall be the date that they obtained journeyman status in the trade they are currently working in, subject to the six (6) month recognition provision noted above.

In the event that seniority needs to be considered for redeployment purposes an employee's seniority in the current trade shall initially be based on his Journeyman seniority date in the current trade. If he is unable to retain a position in his current trade and had previously been an ENMAX Journeyman in another trade, he can redeploy into that previous trade using the Journeyman seniority date of the previous trade, assuming he is still qualified and has the ability to perform the job. If there is no eligible Journeyman job remaining available to the employee, then the total amount of ENMAX seniority shall be considered in displacing a more junior Trade Support person as per the diagram example in Article 9 of this intent document.

The employee's previous Journeyman seniority will also be considered when bidding jobs in the original Journeyman trade assuming he is still qualified and has the ability to do the job.

The seniority list shall also include the following information for each employee:

Company:	Intended to mean individual companies within the ENMAX corporate structure (e.g. ENMAX Power Corporation, ENMAX Power Services Corporation, etc.)
Job Code:	Refers to the job code that the employee is permanently classified in
Description:	Job title or brief description of the job
Department/Section ID:	An administrative number that represents the department and/or section
Dept./Section Description:	Department and/or section title or brief description of the department and/or section

### **13.0 Journeyman Power System Electrician - Article 28.05**

The change to this article is for housekeeping purposes and is intended to reflect current practice. The Journeyman can ask for additional support if the Journeyman feels he needs it to work safely under the Alberta Electrical and Utility Code (AEUC) and the Safe Work and Operating Procedures (SWOP). It is the Journeyman's decision to determine if he requires additional Journeyman to help him work safely. If the Journeyman feels he simply needs some additional manpower but not necessarily a Journeyman, he is able to have an apprentice or another worker to assist.

## **14.0 Apprentices - Article 29.04**

The change in this article is for housekeeping purposes and is intended to reflect current practice. The change is to remove in situ testing from paragraph (d). This means that a one to one ratio of Journeyman to Apprentices can be used for working on secondary voltage in situ testing. If the Journeyman does not have an apprentice working with him, he may also do this work alone.

## **15.0 Special Assignments**

A concern was raised regarding how to handle special work assignments/opportunities that don't meet the posting requirements under the Collective Agreement. The primary concern relates to special assignments and/or opportunities that may provide an employee with an advantage over other employees (e.g. special training that may help ensure success on a bid).

This is not intended to refer to regular day to day work activities that are or maybe assigned to employees. Special assignments, as intended above, refers to assignments that are outside of the normal scope of the day to day activities and may provide some opportunity for career development and/or potential for promotion.

It is intended that special assignments be appointed to employees on a fair basis. Wherever appropriate, Managers and Supervisors will utilize an Expression of Interest

Process when assigning special work or opportunities so that employees in the immediate area first then section and/or department will have a fair opportunity to indicate their interest in being considered.

An Expression of Interest is a posted memo or email that briefly describes the work assignment, the estimated duration of the assignment and the person to contact to express interest. It is available to the employees in the immediate area first then section and/or department.

Employees will be assigned through this process based on the work assignment and operational needs. Ability and seniority will be considered.

It is understood that once the performance development process is in place, special assignments/opportunities may be provided to

employees who have expressed an interest through discussions with their Supervisor or Manager. In these instances, these discussions may be considered as the Expression of Interest process.

## **16.0 Temporary Change of Duties – Article 9.00**

Article 9.00 applies when an employee has been assigned a temporary change of duties by the company.

9.02 is intended to provide additional compensation for Utility Workers who are assigned duties over and above what is regularly required and/or expected.

Examples include:

- When a Leadhand leaves the job site for a short period of time and designates a Utility Worker as the employee in charge.
- When a Leadhand divides the crew and designates a utility worker to be the employee in charge at an alternate location.
- When a Utility Worker is assigned a specific task working with a trades crew (e.g. running a cable pulling trailer)
- When a Utility Worker is assigned to drive a vehicle for a trades crew (e.g. bucket truck).
- When a Utility Worker is assigned responsibility for a specific task or portion of a job such as when a job is spread out (crew hot digging at one end and setting a manhole at the other end).

It is not intended to cover situations where the tasks are normally the responsibility of a Utility Worker, or where a Utility Worker is assigned to a job with a specified rate, such as:

- When hot digging or jack hammering with the Leadhand on site
- Working as a Truck Driver

## **17.0 Health & Safety**

ENMAX and IBEW Local 254 are committed to jointly enhancing and promoting health and safety in the workplace.

To increase the visibility of incident investigations, IBEW is invited to appoint an individual to participate in the investigation process for any incidents that require Class 3 investigation.



## **18.0 Definition of Full Pay**

The following is provided to clarify the meaning of “full pay” in Articles 21.03 and 22.00 of the Collective Agreement.

In the event that an employee is injured at work, the parties agree that the employee shall be paid as if he or she was at work. The principle is “no loss, no gain”.

If the employee is working in a relief assignment he or she continues to receive the earnings associated with the relief role until the time when the relief assignment normally would have ended.

### **Scenarios:**

1. An employee working in a relief or temporary assignment with a defined end date:

In this case, the employee continues to receive the earnings associated with the relief or temporary assignment until the end date. Following the end date, the employee’s pay will be adjusted to correspond with his regular role and regular base earnings.

2. An employee working a relief or temporary assignment with no defined end date:

In this case, the employee continues to receive the earnings associated with the relief or temporary assignment until the circumstances change.

3. An employee holding a relief bid but not working it at the time of injury/illness:

In this case, there is no defined period of time working in the relief assignment and therefore the employee’s pay will be based on the base or regular classification.

In all scenarios, the pay is inclusive of premiums.

For example, if a Powerline Technician is working in a temporary assignment as a Leadhand on night shift receiving Leadhand rate of pay, shift differential, night shift premium (pro-rata of 80 hours), weekend premium and corporate holiday premiums, he will continue to receive this pay as per the shift schedule.

## **19.0      Trouble Response Hours of Work – Letter of Understanding #5**

### **Movement Between Posted Schedules:**

In Trouble Response there are a number of different posted shift schedules. Examples include Days/Afternoons, Night Shift, Weekend and Days (4-10's). Permanent vacancies on any posted shift schedule are bid. Permanent movement from one shift schedule to another is through the bid process.

For long term relief on the Days/Afternoons shift, preference will be given to individuals working on the Weekend shift.

Any moves between the shifts for short term relief or training will be done through mutual agreement as per paragraph #14.

## **20.0      Vacation Enhancement**

- ENMAX employees with at least ten (10) years' experience using twenty (20) years of age as a starting point for calculation purposes will accrue annual vacation entitlement of four (4) weeks per year until the beginning of the 17<sup>th</sup> year of employment with ENMAX.
- ENMAX employees with less than ten years prior experience will accrue an annual vacation entitlement of three (3) weeks per year until the earlier of achieving ten (10) years prior experience or the beginning of an employee's eighth (8<sup>th</sup>) year at ENMAX.

## **21.0      Construction Electricians (Inside Wiremen) in EPSC**

In EPSC, Construction Electricians can be assigned to the same work as Journeyman Powerline Technician/Power System Electrician provided they are deemed qualified and safe to do so in accordance with applicable legislation.

ENMAX and IBEW agree that Construction Electricians shall have the opportunity for progression into roles that they are deemed qualified to hold. Specifically, as established by the qualifications they can be considered for Leadhand, Project Leader, Planner and Coordinator roles in the section.

Where applicable, bids should be updated through the Bid Committee to reflect their eligibility.

## 22.0 Jurisdictions – Article 11.00

Both ENMAX and IBEW Local 254 recognize the significance and tradition of the jurisdictional definitions in Article 11.00. These broad categories are intended to provide a general definition of the applicable trades and trade support roles and describe the work typically associated with those roles. In most cases, jurisdiction is used to describe “who” does the work.

ENMAX and IBEW also recognize the importance of getting work done in the most efficient and safest way possible. Further, both parties see the changing market place, and the very real need to do things differently. Accordingly, the parties agree that there may be time when jurisdictions overlap and/or where the role of trade support employees is expanded to better support the trades.

Some examples include:

- Trade Support employees assigned to pulling crews (handling de- energized cable), working under the direction of an electrical trades Journeyman Trade Support employees assigned to pulling crews (handling de-energized cable), working under the direction of an electrical trades Journeyman.
- Trade Support employees dressing manholes and vaults, working under the direction of an electrical trades Journeyman.
- Construction Electricians (IW) assigned to the same work as Powerline Technicians/Power System Electricians in EPSC.
- Journeyman Powerline Technicians (who are **qualified equipment operators**) **may** operate equipment in the event that no other MBTO is available **within their company**.

These examples are intended to provide flexibility where needed. It is not intended to result in job loss or a reduction of jobs. ENMAX will continue to actively recruit for trades and fill vacancies. Further, ENMAX will continue to support and maintain its apprenticeship program at the fullest of its capacity.

## Intent Document List of Revisions

Date of Change	Intent Article Affected	Description of Change
June 2002	Article 10.0	Redeployment process clarified.
October 2002	Article 13.0	Bereavement Leave Intent added.
February 2003	Article 3.0	Added Item 3.02-h, Feedback to Procedure A.
February 2003	Article 7.0	Added clarification to Item 11.01-d, Optional Training.
April 2003	-	Formatting changes to improve look and readability.
August 2003	Article 3.0	Housekeeping changes to the Job Posting and Selection Matrix.
December 2003	Article 3.0	Housekeeping – moved Maintenance man (Electrical) from Process C to Process B. This change was approved during 2003 Bargaining by the Bargaining Teams.
January 2004	Article 14.0	New – created in Collective Bargaining to provide clarity regarding IBEW Seniority.
January 2004	Article 15.0	New – includes a reproduction of a memo from Employee Services providing clarification for vacation accrual and Timekeeper. Added during Collective Bargaining.
January 2004	Article 16.0	New – created in Collective Bargaining to reflect current practice.
January 2004	Article 17.0	New – created in Collective Bargaining to reflect current practice.
January 2004	Article 18.0	New – created in Collective Bargaining.
January 2004	-	Misc. housekeeping (font change, etc.)
April 2004	-	Misc. housekeeping (minor changes to reflect current terminology, titles, etc.)
March 2005	Article 14.0	Added section to include multi-trades. Also revised Journeyman Seniority definition to clarify intent that journeyman seniority is also from permanency date.
February 2008	Article 9.01	System Operation Planners were added to the paragraph explaining the exceptions contained in that Article.

February 2008	Article 19.0	This Article was removed and replaced with a reference on the bottom of the wage schedules. Reference to Digger/Derrick Operator was changed to Journeyman Mobile Book Truck Operator.
February 2008	Article 22.0	New – Vacation Enhancement - explanation around the new vacation provisions was added.
February 2008	Article 23.0	New – Construction Electricians (Inside Wireman) in EPSC – explanation was added.
February 2008	Article 24.0	New – Jurisdictions – Further
February 2008	Article 26.0	Banked Pay, Article 15.00, 160 Hour Rule – expanded explanation added
February 2008	-	Misc. housekeeping changes made to formatting, etc.
January 2010	Article 19	Language updated to reflect changes in previous agreement
January 2010	-	References to Power Lineman (PL) changed to Powerline Technician (PLT)
January 2010	Section 9.0	Change the reference to the article to 23.03
January 2010	Page 33	Change the reference to the article in the second paragraph under Multi-Trades to Article 9
March 2012	Page 12	Move Meterman 1 to Bid Process A
March 2012	Page 24	Delete Meal Provision (language included in the collective agreement)
March 2012	Page 38	Replace Tap Root investigation with Class 3 investigation
March 2012	Section 9.0	Delete language (included in the collective agreement)
December 2014	Section 2.0	Delete Process B, renamed Process C to B
December 2014	Section 3.0	Replaced Distribution with Field Resources Updated language concerning tracking of developmental opportunities.
December 2014	Section 12.0	Deleted definition of department
December 2014	Section 16.0	Replaced workgroup with area, section or department
December 2014	Section 13.0	Deleted Vacations and Holidays
December 2014	Section 21.0	Updated language to reflect changes from to accrued vacation

December 2014	Section 22.0	Replaced area with section
December 2014	-	Replaced Control Centre with System Control Center and First Line Response with Trouble Response
June 2019	Article 2.04	Update article 2.04 to move various classifications to Process A
June 2019	Article 22	Updates to allow Journeyman with MBTO certification to operate when no other MBTO is available
June 2019	Article 23	Administrative changes to move the language to the main body of Article 15 and removing language that no longer applies