

Collective Agreement

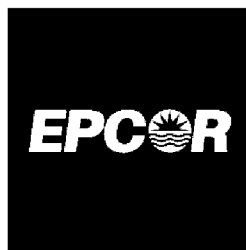
Between

**Canadian Union of Public Employees,
Local 7667**

CUPE / *Canadian Union
of Public Employees*

and

EPCOR Water Prairies Inc.



December 18, 2022 to December 14, 2025

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Collective Agreement

between

EPCOR Water Prairies Inc.

(hereinafter referred to as “the company”)

Of the First Part

- and -

The Canadian Union of Public Employees Local 7667

(hereinafter referred to as “the union”)

Of the Second Part

(hereinafter referred jointly as “the parties”)

Duration: December 18, 2022 to December 14, 2025

WHEREAS :

In the spirit of a respectful working relationship the parties shall endeavour to create and maintain a positive and harmonious workplace. Such a workplace shall recognize the contributions of each individual employee and allow for a shared vision of growth and success. The parties are committed to frequent, scheduled and open communication, joint problem solving and to resolving disputes promptly and effectively.

The following collective agreement has been mutually developed to reflect the spirit and intent arising from collective bargaining. Wherever possible the jointly prepared minutes arising from collective bargaining shall be used to assist in interpreting specific collective agreement verbiage.

Additionally, in this agreement (unless otherwise indicated in the context), all words in the singular shall include the plural and all words in the plural shall include the singular; words of masculine gender shall include the feminine.

NOW THEREFORE:

The company and the union mutually agree as follows:

ARTICLE 1 – TERM OF AGREEMENT

1.01 This collective agreement shall be in effect from December **18, 2022**, to December **14, 2025**, and from year to year thereafter unless notice to bargain in writing is served by either party upon the other not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the expiration or next anniversary date thereafter to this collective agreement. All items shall come into force and effect on the above specified date unless otherwise specified in this agreement.

Changes to this agreement agreed upon by the parties hereto, however, may be made at any time, provided that such changes are properly reduced to writing and executed by the authorized officers of the parties to the agreement.

1.02 This agreement provides for its continuation during any negotiation period and all terms and conditions shall apply, unless otherwise stated, retroactive to December **17, 2021**. It being understood and agreed, however, that any employee having terminated their employment with the company prior to the signing of the memorandum of agreement for this agreement, except for reasons of superannuation or death, fails to apply within two (2) months from the date of the signing of the memorandum of agreement for this agreement for any of the benefits herein contained shall forfeit any claim for such benefits.

ARTICLE 2 – UNION RECOGNITION AND SECURITY

2.01 Scope

This agreement shall apply to all employees of EPCOR Water Prairies Inc., in the city of Regina, except temporary transitional employees excluded by agreement of the parties

in LOU #2016-05 and any person above the rank of supervisor, including the senior manager - Regina operations, operations manager, operations engineer and operation specialist, pursuant to the certification order issued by the Saskatchewan Labour Relations Board (LRB File No. 211-19).

2.02 Recognition

The company recognizes and acknowledges the union as the sole collective bargaining agent for employees within the scope of this agreement, and the company agrees to negotiate with the union with respect to all of the terms and conditions of employment, rates of pay and hours of work for all such employees.

2.03 Union Security

Every employee who is now or hereafter becomes a member of the union shall maintain their membership in the union as a condition of their employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of their employment, apply for and maintain membership in the union, and maintain membership in the union as a condition of their employment, provided that any employee in the appropriate bargaining unit who is not required to maintain their membership or apply for and maintain their membership in the union shall, as a condition of their employment, tender to the union the periodic dues uniformly required to be paid by the members of the union.

2.04 Check-Off of Union Dues

- (a) The company agrees to deduct union dues (as will be decided by the union) from the wages of all employees covered by this collective agreement. The union will specify the dues' deduction desired in terms of either a standard formula or a standard dollar value which is to be deducted from all employees as per the union's by-laws as amended from time to time. This will be direct deposited to the union account and notice will be forwarded to the secretary treasurer of the union at the end of each pay period, together with a list of employees from whom deductions have been made.
- (b) The bi-weekly union dues deduction spreadsheet sent by the company by email to the union's secretary-treasurer will include the following on a per pay period basis: the employee's full name; their current hourly rate of pay; their home address and home phone number; the employee's class code and seniority date; the employee's payroll number; the regular wages earned; the dues deducted on regular wages earned; the overtime earned; the dues deducted on overtime earned; the dues deducted on premiums earned; the employee's gross pay; and any other information requested by the union. It is understood that the company will also provide column totals for all union employee's on the dues deduction spreadsheet plus information on any initiation fee that may be collected by payroll for new union employees.
- (c) A one-time union initiation fee will be deducted by the company from the employee's pay and forwarded to the secretary-treasurer of the union in the pay period it was deducted along with the dues deduction remittance provided by the company to the union.

- (d) Where the union indicates an alteration of the union dues' structure is required, the union will provide written notice to the company of the alterations desired not less than thirty (30) calendar days prior to the desired implementation date. The new dues deduction amounts will commence effective the beginning of the pay period following this thirty (30) calendar day notice.
- (e) The company will send written notice to the union within ten (10) calendar days after the commencement of employment of any new union employee. The company will confirm the name and address of the employee, the date of commencement of their employment and the classification in which they have been hired.

2.05 Union Access to Company Premises

Upon approval of the appropriate manager or their designate, representatives of the union shall be allowed access to areas where employees within the scope of this agreement are working, provided said representatives inform the appropriate manager or their designate of their reason for access and such access does not interfere with the regular operation of the company.

2.06 List of Union Officials

The union will inform the company, in writing the names of its officers and other persons who may be authorized to represent the union. The union will inform the company of any changes to such lists.

2.07 Attendance at Meetings

Union officials, members of the grievance committee and other employees, shall report to and obtain permission from their respective managers when it becomes necessary for them to leave their work for the purpose of attending any meeting connected with management-employee relations or union affairs, and they shall make known their destination and report to their respective managers upon their return from any meeting.

2.08 Notice Boards

The company agrees to provide notice boards for the sole use of the union, in suitable locations, easily accessible to the employees, for the purpose of posting notices of interest to the union.

2.09 New Employees

The union representative(s) shall be provided sufficient time to provide a CUPE Local 7667 information package, including the collective agreement, to all new employees.

2.10 Personnel File

An employee or designated union representative, with written consent by the employee, has the right to examine their personnel file upon request. The employee may reply in writing to any document contained in the file which reflects upon their work performance with the company and such reply will become part of their permanent record.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The union recognizes that it is the function of the company to exercise the regular and customary function of management and to direct the working forces of the company, subject to the terms of this agreement. The question of whether any of these rights are limited by this agreement may be decided through the grievance procedure.

ARTICLE 4 – DEFINITIONS

4.01 Company

The word "company" shall mean EPCOR Water Prairies Inc. and/or EPCOR where applicable.

4.02 Home Position

The words "home position" shall mean the last position occupied by the employee where they passed their probation period.

4.03 Full-Time Employee

The words "full-time employee" when used in this agreement shall mean any employee who is regularly scheduled to work full-time hours (**forty (40)** hours per week or **two thousand eighty (2080)** per year as applicable) as outlined in this collective agreement.

4.04 Permanent Employee

The words "permanent employee" when used in this agreement shall mean any employee who has successfully completed the required probationary period of a permanent position and who has continued in the employ of the company or who has otherwise become permanent in accordance with the terms and conditions of this collective agreement.

4.05 Probationary Employee

The words "probationary employee" when used in this agreement shall mean any employee filling a permanent position coming within the scope of this agreement and is serving the required probationary period as a new employee.

4.06 Temporary Employee

The words "temporary employee" when used in this agreement shall mean any employee who is filling a seasonal or established temporary position for a pre-determined period of time and who does not have permanent status in accordance with the terms of this agreement.

4.07 Part-Time Employee

The words "part-time employee" when used in this agreement shall mean any employee who is regularly scheduled to work more than **twenty (20)** hours but less than **forty (40)** hours per week.

4.08 Casual Employee

The words "casual employee" when used in this agreement shall mean any employee who is regularly and/or intermittently scheduled to work less than **twenty (20)** hours per week.

4.09 Union

The word "union" shall mean Canadian Union of Public Employees, Local 7667.

4.10 Red Circled Employees

The words "red circled employees" when used in this agreement will mean those employees whose regular rate of pay exceeds the maximum salary of their current position classification. Employees with this status will not be eligible for negotiated increases until such time as the maximum salary for this current classification meets or exceeds their regular rate of pay.

ARTICLE 5 – DISCIPLINE

- 5.01 (a)** The company will consult with the union before any decisions are made regarding employee discipline in order that the union can provide their input and perspective prior to the company making decisions and taking action.
- (b)** The company shall give an employee written notice of verbal warning, written reprimand, suspension, discharge or any other disciplinary action for just cause, stating the exact nature and details of the infraction. Copies of notices of discharge, suspension or any other documented disciplinary action shall be provided to the union immediately following the application of discipline. These notices and any disciplinary actions may be the subject of a grievance.
- 5.02** When an employee is required to meet with a representative of the company for the purposes of applying discipline and investigatory meetings which could lead to discipline, the employee shall, should they so desire, be entitled to have a union representative present during such a meeting. The company shall so inform the employee prior to such meeting taking place, of their right to union representation.
- 5.03** Past disciplinary notices shall be deemed void after an employee has maintained a clear record with no infraction for twenty-four (24) months. After the twenty-four (24) month period, the employee may request that such disciplinary notices be removed from the employee's personnel file.

5.04 In situations involving proven matters of serious misconduct, resulting in a suspension of three (3) days or more, that are not progressive in nature, and will remain on the employee's personnel file when they are imposed for one of the following reasons:

- (a) Workplace violence;
- (b) Criminal activity;
- (c) Personal/psychological, discriminatory or sexual harassment;
- (d) Inappropriate use of EPCOR assets and resources (including EPCOR's name or brand, computers and electronic resources and intranet, internet and e-mail); and
- (e) Violation of any of EPCOR's Life Saving Rules.

ARTICLE 6 – TERMINATION OF EMPLOYMENT

6.01 With the exception of dismissals for just cause, an employee shall receive written notice of termination or lay-off in accordance with the provisions of Section 2-60 of *The Saskatchewan Employment Act*. Employees with over **thirteen (13)** weeks of consecutive service with the company shall provide a minimum of two (2) weeks' notice to the company of their intention to terminate their employment with the company.

ARTICLE 7 – GRIEVANCES AND DISPUTE RESOLUTION

7.01 Grievances

A grievance for purposes of this agreement is defined to be a dispute, difference or disagreement between the company on the one hand and the union or an employee or employees on the other hand; where the dispute, difference or disagreement pertains to the following:

- (a) Any matter relating to the terms and conditions of employment or rates of pay, hours of work of any employee or employees.
- (b) Any matter involving the interpretation of any provision of this agreement.
- (c) Any matter involving the alleged violation of any provisions of this agreement.

7.02 Problem-Solving

Employees, union representatives or company representatives are encouraged to resolve any dispute through face-to-face discussions with the people who:

- (a) Are closest to the sources of the dispute,
- (b) Possess the knowledge and ability to solve the dispute, and

- (c) Are directly affected by the outcome of problem-solving discussions.

The employee or employees concerned shall first seek to solve the problem/settle the dispute in discussions with **their manager or designate**.

Problem-solving may continue as long as the participants are mutually satisfied that progress is being made. Should the **problem-solving** step foreseeably extend beyond ten (10) working days from the date the alleged cause of complaint occurs, a union representative shall notify **their manager or designate** in writing to continue the **problem-solving** step.

The employee(s), union or company may conclude **problem-solving** at any time by notice to the other party.

7.03 Initiating a Dispute

A union representative or the company may initiate a grievance if a dispute has not been resolved by **problem-solving**, if any of the parties believe that **problem-solving** will not solve the dispute, or if **problem-solving** is not the appropriate method of solving the dispute.

7.04 Obtaining Information

The union shall have the right to interview and obtain information pertaining to a grievance from any employee or any other person believed to have knowledge of the grievance.

7.05 Selection Grievances

Where the grievance is based on selection, the successful applicant shall be advised of the grievance within fourteen (14) calendar days of the filing of the grievance.

7.06 Step 1 – Consultation

The union shall, within twenty (20) calendar days after receipt of the grievance, have the right to make a submission to the **site senior manager or designate** and the **senior manager, Human Resources**. After filing the grievance, the parties may mutually agree to advance the grievance to Step 2, as outlined in **Article 7.07**. In making an application for a hearing the union shall outline, in writing, the matter complained of and the settlement sought. The hearing shall be held within twenty (20) calendar days of the application being made, and the union may have the employee or employees concerned present at the hearing. The **site senior manager or designate** shall, within ten (10) calendar days following the hearing, give their decision and reasons in writing to the union.

If the grievance is a result of dismissal, the grievance shall commence at Step 2, as outlined in **Article 7.07**.

7.07 Step 2 – Formal Review

The union shall have the right to appeal the decision of the **site senior manager or designate** to the director. In so doing, the union shall file with the **director, HR**

Operations, a written statement of the claim along with the reasons for lodging the appeal. A copy of the decision and reasons of the **site senior manager or designate** shall be submitted with the statement of the claim. The appeal shall be filed with the **director**, within ten (10) calendar days following receipt of the decision of the **director** of the **department**. It is understood that the same individual will not hear both Step 1 and Step 2.

The **director** shall hear the appeal within twenty (20) calendar days after it has been filed with them and shall give their decision within ten (10) calendar days after the conclusion of the hearing.

7.08 Step 3 – Arbitration

Any grievance which is not settled by the procedures set forth may be referred to a **board of arbitration (board)** by either party of this agreement. Application for the establishment of a **board** must be made by either party within forty-five (45) calendar days of the date of the decision of the **director** is rendered.

Alternatively, within the same time lines, by mutual agreement, the parties may agree to utilize non-binding grievance meditation or elect to take the grievance to a single arbitrator whose decision shall be final and binding and enforceable on all parties.

- 7.09** When either party requests that a grievance be submitted to a **board**, the request shall be made by registered mail or alternative method that provides proof of receipt, addressed to the other party of the agreement, indicating the name of its nominee on the **board**. Within seven (7) calendar days thereafter, the other party shall answer by registered mail or alternate method that provides proof of receipt, indicating the name and address of its nominee to the **board**. The parties shall then meet to select an impartial chairperson.
- 7.10** If the recipient of the notice fails to appoint a nominee, or if the parties fail to agree upon a chairperson within seven (7) calendar days of appointment, the appointment shall be made by the Minister of Labour Relations, upon request by either party.
- 7.11** The **board** may determine its own procedure but shall give full opportunity to all parties to present evidence and make representation to the **board**. It shall hear and determine the difference or allegation and render a decision within sixty (60) calendar days from the time the hearing is completed.
- 7.12** The decision of the majority shall be the decision of the **board**. Where there is no majority decision, the decision of the chairperson will be the decision of the **board**. The decision of the **board** shall be final and binding and enforceable on all parties, but in no event shall the **board** have the power to change this agreement or to alter, modify or amend its provisions. However, the **board** shall have the power to dispose of any discharge or a discipline grievance by any arrangement which in its opinion it deems just and equitable.
- 7.13** Should the parties disagree as to the meaning of the decision, either party may apply to the chairperson of the **board** to reconvene the **board** to clarify the decision which it shall do within three (3) days.

- 7.14** When either party applies for the establishment of a board, each party shall pay the fees and expenses of their own nominee and shall each pay one-half (1/2) of the costs of the fees and expenses of the chairperson.
- 7.15** The authority making the final decision shall determine the financial or other arrangements to be made in the case of any suspension, dismissal or demotion.
- 7.16** The time limits as set out in the various clauses herein may be extended by mutual agreement.

ARTICLE 8 – NO DISCRIMINATION

- 8.01** The union and the company will make every reasonable effort to ensure that employees are able to work in an environment free of harassment.
- 8.02** There shall be no discrimination, interference, restriction or coercion exercised or practiced by either party in respect of an employee by reason of race or perceived race, creed, age, ancestry, national or ethnic origin, citizenship status, colour, place of origin, political or religious affiliation, sex, sexual orientation, gender identity/expression, marital status, military or veteran status, source of income, family status, mental or physical disability, place of residence, or any other prohibited ground under applicable Human Rights legislation, nor by reason of membership or activity in the union.

ARTICLE 9 – UNION MANAGEMENT MEETINGS

- 9.01** In the interests of fostering a respectful working relationship between the union and the company, the parties recognize the continuing need for representatives to meet regularly (once per quarter) to:
- (a) Discuss the interpretation and application of the collective agreement.
 - (b) Engage in problem solving on contractual issues.
 - (c) Jointly support labour/management forums involving union members and operational managers; and
 - (d) Any other matters the parties agree to.

ARTICLE 10 – NO STRIKE OR LOCKOUT

- 10.01** Consistent with *The Saskatchewan Employment Act*, the union and the company agree that there shall be no strike or lockout while this agreement is in force.

ARTICLE 11 – SENIORITY

11.01 Seniority is defined as the length of service with the company in the bargaining unit, including the seniority of employees that were transferred from the City of Regina prior to the transfer on January 1, 2015.

Seniority for all employees shall be based upon the date the employee commenced in a position, provided that the employment is continuous, as per Article 11.02.

11.02 An employee shall lose all seniority rights for any one or more of the following reasons:

- (a) Voluntary resignation.
- (b) Discharge for just cause and not re-instated.
- (c) Lay-offs for more than twenty-four (24) months.
- (d) Absence without leave in excess of three (3) days without notice satisfactory to the company, is deemed to be voluntary resignation, except this shall be extended for five (5) days in the event that it is not possible for the employee to contact the company.
- (e) Retirement.
- (f) Appointment to a position outside the scope of this agreement, for a period of more than twenty-four (24) consecutive months, unless otherwise mutually agreed by the union and the company.
- (g) Failure to return to work after lay-off within five (5) working days after being notified in writing at last known address via registered letter to report for duty following a lay-off, unless the employee can provide satisfactory reason in writing for such failure to report.

11.03 When an employee assumes the responsibilities of a temporary position outside the scope of this agreement, they shall be required to pay union dues in order to retain their reversion rights.

11.04 A list showing seniority of employees shall be provided by the company to the union on or before March 31 of each year (or at such other time as mutually agreed to between the parties). This list shall include the employees' names, employment status and respective seniority.

ARTICLE 12 – POSTING AND FILLING VACANCIES

12.01 When a vacancy occurs or a new position is created, the company has the right to immediately fill the position temporarily and shall thereafter post notice of the position for fourteen (14) calendar days.

- 12.02** Should the company contemplate not filling a permanent vacancy, the matter shall be discussed by the company and the union within thirty (30) calendar days of the vacancy occurring. This article shall not apply to temporary or casual positions.
- 12.03** In filling vacancies or new positions within the scope of this agreement, the company shall follow the principle of seniority, in accordance with Article 11 (Seniority), together with the required knowledge, qualifications and skills necessary to perform the duties required for the position, as contained within the job postings, to be filled.
- 12.04** The hiring manager will verbally communicate with internal applicants who are not selected for the interview process. The purpose of this communication will be to clarify the manager's reasons for not interviewing a particular applicant.
- 12.05** Upon completion of the selection process, Human Resources will notify the union in writing of the successful applicant and the names of the unsuccessful applicants. Human Resources will also notify each unsuccessful applicant in writing the name of the successful applicant.
- 12.06** Vacancies created within forty-five (45) days after an employee commences the new appointment:
- (a) When an employee elects to revert to their home position and this reversion occurs in forty-five (45) days or less from the commencement date or the position is vacated within forty-five (45) days of commencement, the position will not be posted.
 - (b) The company will fill the vacancy from the original list of applicants in accordance with Article 12.03.
- 12.07** A qualified existing employee having started in a position within this agreement shall be allowed three (3) months in which to prove themselves capable of filling the position. If such employee does not prove themselves capable of filling the position, or if they so elect, they shall revert to their home position. Other individuals promoted or transferred as a consequence of the original promotion or transfer shall also be returned to their home positions.

By mutual agreement between the senior manager, regional operations and the union, the three (3) month trial period may be extended or reduced.

12.08 Temporary Assignments

- (a) The company may from time to time create temporary assignments, falling within the jurisdiction of this agreement (i.e. a position created to complete or assist in the work connected with a defined project or special operations). When the company so declares a temporary assignment to be in existence and if the position is to exist for a period of six (6) months or more, the position will be posted for fourteen (14) calendar days and filled in accordance with Article 12.01 except that if no applicant-employee is found to be qualified, the company may appoint a person from outside the employ of the company.

- (b) A permanent employee appointed to a temporary assignment under (a) above will be compensated on an acting pay basis and will have all rights protected in their permanent home position and continue to acquire and exercise seniority in that home position.

ARTICLE 13 – PROBATIONARY PERIOD

- 13.01** The probationary period for new or temporary employees hired into permanently established positions shall be six (6) months.
- 13.02** Upon commencement of employment, the company will review the EPCOR performance management process (APfR) and provide on-going coaching and counselling during the probationary period.
- 13.03 Extension of Probation Period**

In certain instances, the normal probationary period may be extended to a maximum of one (1) year. In the event that the normal probationary period is extended, the employee and the union shall be advised of the company's valid reasons in writing.

ARTICLE 14 – HOURS OF WORK

14.01 Hours of Work

The normal full-time hours of work for employees shall be between 6:30 a.m. to 6:30 p.m. Monday to Friday to a maximum of eight (8) hours per day and forty (40) hours per week.

14.02 Lunch Period

As the operational requirements permit, the company will give employees an unpaid lunch period. Such lunch period will be a minimum of half (1/2) hour to a maximum of one (1) hour in duration.

14.03 Rest Period

The company will provide two (2) paid fifteen (15) minute rest periods, one within the first four (4) hours of the shift and one within the second four (4) hours of the shift, as operational need permits.

14.04 Temporary Change of Duty

All employees will be assigned to a position which has assigned to it a regular rate of pay according to the classification of such position. When an employee works one (1) or more hours per shift at work at a higher classification, other than that which corresponds to the classification of their assigned position, they will be paid the regular rate of pay of the classification of the work performed for the time they are engaged in such work. Temporary change of duty opportunities will be offered to the senior qualified employee in the work unit.

In instances where multiple rates have been assigned to the position to be relieved, the relieving employee will receive the minimum rate of pay within the assigned range of said position that exceeds their regular rate of pay, as outlined in Appendix I.

Overtime work will be compensated at two (2) times the regular rate of pay of the higher class, after the employee has worked two (2) or more hours in that higher classification, unless the employee has been compensated for their full shift at a higher classification and continues in such classification for the duration of the overtime work.

14.05 Alternate Work Hours 5/5/4 Week

Notwithstanding preceding clauses hereof, effective October 30, 2016, all employees who are not on the existing twelve (12) hour shifts will move to this 5/5/4 alternate hours of work.

Employees under the 5/5/4 alternate hours work week shifts shall work two (2) weeks of forty-three (43) hours and one (1) week of thirty-four (34) hours in a three (3) week period with one-half (1/2) hour for lunch period under the following conditions:

- (a) Employees shall receive an-alternate day off in a three (3) week period.
- (b) The alternate day off shall be scheduled adjacent to the employee's day off and day of rest and predetermined on a yearly basis whenever possible.
- (c) There shall be no banking of alternate days off except under special circumstances and with the approval of management.

14.06 Flexible Hours of Work

It is agreed by both parties that employees (excluding shift operators) may be permitted a flexible hours of work schedule. Flexible hours of work schedules will be subject to the approval of management.

Flexible hours schedules must occur between 6:30 a.m. and 6:00 p.m. Under a flexible hours of work schedule, the total hours worked per day will be in compliance with Article 14.05. The intention of flexible hours of work is to provide flexibility around the start and/or end time of the shift; not to change the total hours worked per day.

The employer may identify key positions and functions where flexible hours of work may be limited.

Employees working flexible hours may be required to work regular schedules for such periods as their lead hand may determine. Such employees will be notified in advance by their lead hand. As an example: coverage for employees absent due to vacation or prolonged illness, during plant shutdowns, etc.

Employees who are required to attend training or meetings that occur between the hours of 7:30 a.m. and 4:45 p.m. with twenty-four (24) hours' notice will modify their work hours to attend the training or meeting on regular time.

ARTICLE 15 – PREMIUM PAY

15.01 Standby

Employees held on standby shall be paid for standby service on the following basis:

An employee placed on standby is required to remain fit for work and be available to report to the work site within **thirty (30)** minutes or up to **sixty (60)** minutes if their primary residence is outside of this parameter. Standby shall provide twenty-four (**24**) hour coverage on a daily basis as required.

Employees on standby will be paid for standby service on the following basis:

- (a) Evening to morning on a work day – **one (1)** hour at the employee's regular rate of pay.
- (b) Off days and stat holidays – **two (2)** hours at the employee's regular rate of pay.
- (c) In addition, when an employee is called out to the worksite, they will be paid the applicable overtime rate for any work done, as outlined in Article 16.01.
- (d) Remote Work: When an employee is required to provide assistance by remote access, they will be paid one (1) hour at double time. An employee may be required to perform services numerous times during the one (1) hour timeframe and would not be entitled to multiple applications of this provision in these circumstances.

15.02 Compensation for Work Related Phone Calls

In recognition of the fact that some employees are contacted on their time-off to provide technical work - related information, advice, instruction and/or support to assist in the overall operation of the Wastewater Treatment Plant, the parties agree to the following:

- (a) An employee shall be paid one (1) hour at straight time (between **6:00** a.m. and **11:00** p.m.) and one (1) hour at double time (between the hours of **11:00** p.m. and **6:00** a.m.) for each occasion that an employee is required to provide technical information, advice, instruction and/or support to assist with the operation of the Wastewater Treatment Plant by telephone. An employee may be required to respond to more than one (1) work related phone call during this one (1) hour timeframe and would not be entitled to multiple applications of this provision in these circumstances.
- (b) That if an employee is contacted again by phone on their time-off, following the end of the first (1st) hour timeframe, they would be paid another one (1) hour at straight time or one (1) hour double time (as per above) for handling/responding to a work-related phone call.
- (c) That this payment shall not be paid if the employee receives standby pay as outlined in **Article 15.01** of the agreement.

15.03 Shift Differential

- (a) A shift differential in the amount of one dollar and twenty-five cents (\$1.25) per hour shall be paid for all hours worked between the hours of 4:30 p.m. and 7:30 a.m. Shift differential shall not be part of basic wage rates or be used in calculating overtime rates, nor shall it be paid for any hours for which overtime rates are being paid.
- (b) When an employee is required to work on a **statutory holiday** during the hours specified above, they shall be paid the shift differential in addition to premium pay for working on the statutory holiday.
- (c) Shift differential will only be paid to shifts commencing prior to 7:00 a.m. or ending after 5:00 p.m. A shift that begins at 7:00 a.m. or ends at 5:00 p.m. shall not be paid any shift differential premium.

15.04 Weekend Premium

A weekend premium in the amount of **one dollar and twenty-five cents (\$1.25)** per hour shall be paid for all hours worked between the hours of midnight Friday to midnight Sunday. Weekend premium shall not be part of basic wage rates or be used in calculating overtime rates, nor shall it be paid for any hours for which overtime rates are being paid.

ARTICLE 16 – OVERTIME

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

An employee who is required / scheduled to work overtime that is not a continuation of their regular shift, shall be paid a minimum of two (2) hours at the overtime rate of pay. Employees called out for unscheduled or emergent work on off days will be paid as per Article 16.03.

All overtime shall be paid on the basis of the classified salary paid to the employee at the time they are working such overtime.

All scheduled overtime shall be distributed as evenly as possible among employees in their respective jobs.

16.02 Employees who are required to work on their weekly day off, day of rest or designated day off shall be paid at the rate of double time for all hours so worked.

16.03 Call Out

An employee who is called out and reports in for non-scheduled or emergent work shall be paid a minimum of two (2) hours at the overtime rate.

- (a) An employee may be called out to work more than once (numerous times) during this minimum two (2) hour call out pay time frame and would not be entitled to additional minimum call out pay for any additional call outs during this two (2) hour time frame.
- (b) An employee called out to work who is required to work from the time of the call out past the two (2) hour minimum, would receive overtime pay on an hour by hour basis after the two (2) hour minimum call out and not an additional two (2) hour minimum.
- (c) In the event that an employee is called out within two (2) hours of their regularly scheduled shift, the minimum call out language will not apply and the employee would receive the applicable overtime rate for the additional time between the time of the call out and their regular shift.

ARTICLE 17 – STATUTORY HOLIDAYS

17.01 Permanent, Temporary and Probationary Employees

The following days shall be recognized as statutory holidays for the purpose of this agreement, and all permanent, temporary and probationary employees shall be entitled to the holidays specified, provided they meet the terms and conditions set out in this article.

New Year's Day
Family Day (Third Monday in February)
Good Friday
Easter Monday
Victoria Day
Canada Day (July 01)
Saskatchewan Day (First Monday in August)
Labour Day
National Day for Truth and Reconciliation
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day (December 26)

Any other day declared or proclaimed by the federal or provincial governments or which the company allows the employees as a whole.

17.02 Pay for Work on Holidays

When an employee is required to work on either a statutory holiday or the designated day in lieu of the actual statutory holiday the employee shall be paid, in addition to their regular wage or salary for that day, two (2) times their regular rate of pay for each hour or part of an hour they are required to work on the day of the statutory holiday.

17.03 Holidays Held on Off Days

Permanent, temporary and probationary employees shall receive the equivalent pay for their regularly scheduled hours at their regular rate of pay for each holiday listed in Article 17.01 or other days with pay in lieu of such statutory holiday.

Employees on work schedules other than eight (8) hours per day - five (5) days per week; will be paid their statutory holidays according to the "normal" hours they would have worked on the day the statutory holiday occurs. All employees will receive the recognized statutory holidays for which they are eligible.

Such employees will receive the recognized statutory holiday with pay, or other days with pay in lieu of the holidays or pay in lieu. Days with pay in lieu of the holiday (banked stats) will be taken at a time mutually agreed to between the employee and the supervisor. Where such a day is not taken, the employee will receive a day's pay in lieu of the holiday.

17.04 In the event any of the above-named holidays fall during an employee's annual vacation they shall be paid for the statutory holiday at their regular rate of pay and no vacation time will be charged for that day.

17.05 Part-Time and Casual Employees

Part-time and casual employees shall have their statutory holiday pay paid on a bi-weekly basis as a premium calculated at four point six (4.6%) percent of their normal bi-weekly earnings. Should this premium payment of statutory holidays in any way violate *The Saskatchewan Employment Act* or disadvantage any employee(s), the parties shall meet to review this item and agree to another method of determining and paying for statutory holiday pay for part time and casual employees.

17.06 Absence on Statutory Holidays

Employees who are absent from work for any of the following reasons shall not be entitled to pay for statutory holidays which occur during their absence:

- (a) While in receipt of Workers' Compensation Benefits not provided by the company.
- (b) While on lay off.

If an employee is entitled to EPCOR STD and WCB benefits and a statutory holiday occurs while an employee is on STD or WCB benefits, they will receive statutory holiday pay for that day by coding the entire time off as either "STD" or "WCB".

17.07 Employees on approved leave of absence (without pay) or while under warranted suspension from work during any portion of the four (4) weeks prior to a statutory holiday will be entitled to statutory holiday pay in accordance with *The Saskatchewan Employment Act*.

ARTICLE 18 – ANNUAL VACATION

18.01 Annual vacation leave will be advanced to employees in full on the first (1st) of January each year and such employees will be allowed to schedule this leave, subject to the terms of the collective agreement.

A newly hired employee will be entitled to a *pro-rata* ratio of their annual vacation leave entitlement as of their date of hire, compared to the number of calendar days in the year, in accordance with the chart below.

18.02 Effective date of ratification forward, a full-time permanent or probationary employee will be entitled to annual vacation leave on the following basis:

On or after the:	Annual Entitlement
First vacation anniversary (Jan 01)	15 days
Seventh (7 th) vacation anniversary	20 days
Twentieth (20 th) vacation anniversary	25 days

18.03 The annual vacation with pay for an employee's initial partial year with the company shall be a prorated amount based on the employee's start date to December 31 of that initial partial year. Thereafter, January 1 will be the anniversary date.

18.04 Employees will request vacation leave by March 1 of the calendar year for the succeeding calendar year. By March 31, the vacation time scheduled for all eligible employees will be completed and posted. Any employee who fails to indicate a choice by March 1 will have waived their right to choose their vacation period over other employees.

All attempts will be made to schedule vacation on a fair and equitable basis. Failing that, seniority will be the determining factor.

Winter vacation requests for the period of January 1 to March 31 shall be made on the company's request from two (2) weeks in advance. These requests will be approved within seven (7) days from receipt.

18.05 Vacation pay for employees will be at the regular rate of pay for the class of the position which the employee is permanently appointed to.

18.06 When a temporary or casual employee is appointed to the permanent staff, their length of service for vacation entitlement purposes shall be established by adding together the total number of hours employed with the company as a temporary or casual employee and by dividing by two thousand and eighty (2080). The result thus obtained shall constitute the years of service and these, added to subsequent years of service, shall constitute the years of service for vacation entitlement purposes.

18.07 An employee who terminates during a calendar year shall be entitled to a *pro-rata* ratio of their annual vacation leave compared to the number of calendar days in the year. If, on the date of termination, the employee has used more than their *pro-rata* ratio of vacation leave, for that point in time in the calendar year, the employee shall reimburse the company for any used portion of the annual vacation leave in excess of the employee's *pro-rata* ratio of vacation leave entitlement.

If, on the date of termination, the employee has not used their *pro-rata* ratio of vacation leave for that point in time in the calendar year, the company shall pay the employee for their unused *pro-rata* ratio of vacation leave entitlement.

The payout or reimbursement of vacation credits shall be based on the employee's regular rate of pay for the class of position to which the employee is permanently appointed to or serving a probation period thereof.

In the case of death, payment of unused vacation will be made to the employee's estate.

- 18.08** If a recognized holiday, for which an employee is eligible, occurs during a period of annual vacation of that employee, they shall receive time off in accordance with Article 17.04.
- 18.09** An employee on annual vacation will be eligible for bereavement leave in accordance with the applicable bereavement leave provisions and annual vacation leave will be adjusted accordingly.
- 18.10** An employee may be permitted to carry-over vacation to the next vacation year up to ten (10) days or up to eighty (80) hours), except that if a permanent employee is unable to take the vacation to which they are entitled in any vacation year because of sickness and/or accident, they will carry over their current whole entitlement to the following vacation year or succeeding vacation years.
- 18.11** Employees in receipt of Long-Term Disability benefits shall have their annual vacation leave entitlement reduced on a pro-rated basis to reflect the length of time in receipt of Long-Term Disability benefits until the employee returns to work for the company in any form of remunerated employment.
- 18.12** If an employee produces medical evidence, satisfactory to the company, proving that they were incapacitated to the extent which required them to be confined or hospitalized due to sickness and/or injury, for a period of three (3) working days or more during their annual vacation, such whole period shall not be included in the employee's annual vacation entitlement, but shall be charged to the employee's Short-Term Disability Plan, subject to the agreement of the company.
- 18.13** The annual vacation leave for temporary and casual employees shall be paid out bi-weekly based on a percentage of the employee's straight time pay, consistent with *The Saskatchewan Employment Act*.

ARTICLE 19 – LEAVE OF ABSENCE WITH PAY

19.01 Medical/Dental Appointments

A permanent or probationary employee who is required to arrange a medical or dental appointment during working hours shall be allowed to meet such appointment on company time and without loss of pay, provided that they are not absent from work for a

maximum of three (3) hours. Such employee shall not be obliged to make up the time spent away from work to keep the appointment.

Employees are encouraged to schedule such appointments at the start or end of their shift. Employees are required to provide their immediate manager with as much notice as possible regarding the date and time of such appointments, ensuring they provide a minimum of two (2) working days' notice to ensure efficient operations and coverage.

The minimum notice period would not apply if the employee is attending the appointment as a result of an accident, or an emergent or unforeseen circumstance.

An employee whose absence exceeds three (3) hours for a medical or dental appointment may use banked time, personal leave time, vacation credits, short-term disability benefits (where applicable and authorized), or such other arrangement mutually agreed to by the employee and their immediate supervisor and signed-off by their manager, to avoid a loss of pay for the period in excess of three (3) hours.

19.02 Leave with Pay for Collective Bargaining

Representatives to the union's negotiating committee shall be granted leave of absence with no loss of pay and benefits by the company for the purpose of attending joint collective bargaining, conciliation or mediation meetings in the establishment of a new collective agreement. It is understood that no more than three (3) company employees from the union will be granted leave with pay for a combined total of up to six (6) days each for the purpose of attending negotiations on behalf of the union. EPCOR will be advised in writing of the name(s) via notice to commence collective bargaining. Notwithstanding the above, the union's negotiating committee may also include additional officers which shall be at the union's expense.

19.03 Bereavement Leave

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

When death occurs in the employee's immediate family - that is, current spouse, parent, or child, the employee, on request, shall be excused for five (5) regularly scheduled working days without loss of pay at the employee's regular rate of pay.

For the loss of a grandparent, grandchild, guardian, parent of current spouse, Indigenous Elder*, brother, sister, step brother, step sister, step parent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent of current spouse, or a related dependent of the employee, the employee, on request, shall be excused for three (3) regularly scheduled working days without loss of pay at the employee's regular rate of pay.

*Note: An Indigenous Elder is designated as such by their Indigenous community.

- (a) In addition to the above noted bereavement leave, a permanent employee may be granted additional unpaid bereavement leave past the day of the funeral if there is a demonstrated need.

- (b) One-half (1/2) day's leave with pay to attend funeral services of persons related more distantly than those listed in Article 19.03 shall be granted upon request. Upon demonstrating the need for additional time due to extenuating circumstances, this bereavement leave shall be extended up to one (1) day.
- (c) The word "funeral" when used in respect of bereavement leave shall include the initial memorial service which is held in conjunction with a cremation.
- (d) The term "extenuating circumstances" may include travelling time, shift schedule conflicts, or such other reasons which may be applicable to the individual circumstance.
- (e) A permanent employee on leave of absence other than annual vacation leave shall not be eligible for bereavement leave.

19.04 Leave of Absence for Examinations

An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations providing the course has been approved by the company and is a requirement for the employee's current position with the company.

Employees required to write examinations for courses approved by the company as part of the employee's future career development and/or the company's "After Hours Career Development" shall do so on their own time or will be required to request vacation, banked time, personal leave days/time or leave without pay if the exam occurs during the employee's regular work day.

19.05 Time Off for Voting

Every employee who is qualified to vote shall, while the polls are open on polling day, have three (3) consecutive hours for the purpose of casting their ballot in the case of municipal, provincial, or federal elections. Such leave shall be provided to employees without loss of pay in accordance with applicable legislation.

19.06 Compensation for Witness and Jury Duty

An employee who has been subpoenaed to appear in court as a witness or juror on a working day, during the employee's regular hours of work, will be allowed the required time off without loss of pay at the employee's regular rate of pay, provided that any witness fees or jury fees paid to the employee for this appearance are given to the company. Fees paid to the company will be for scheduled days only.

19.07 Personal Leave

EPCOR will provide five (5) days of personal leave.

Personal leave days/hours shall be advanced to permanent and probationary employees in full on January 1 of each year thereafter and such employees shall be allowed to schedule this leave in accordance with the following criteria:

Personal Leave Days/ Hours (Permanent full-time or Probationary)
5 days (40 hours)

Personal Leave Days/Hours:

- (a) Will be pro-rated dependent on an employee's start date.
- (b) Must be used by December 31 of the year they are earned. They cannot be carried over to the next year.
- (c) Are intended to give employees greater flexibility in meeting work/life priorities, and can be taken for any reason including emergent situations, partially or all at once, subject to operational requirements.
- (d) Can be taken consecutively.
- (e) Will not be included in the vacation scheduling process as per **Article 18.04 – Annual Vacation**. However, once the vacation schedule has been finalized employees can use **personal leave days/hours** to replace vacation that has already been scheduled and approved.
- (f) The "year" for both **annual vacation** and **personal leave hours** purposes is the calendar year, not the end of the final pay period of the year.
- (g) Employees who have unused vacation balances from the previous calendar year will not be eligible to access their current year's personal leave days until their prior year's vacation balance has been exhausted.
- (h) Employees needing to use **personal leave days/hours** must submit a request in writing to the employee's **supervisor/manager**. All requests for **personal leave** are to be approved by **management**.
- (i) In case of an emergency for which an employee requires personal leave, the employee must notify their **supervisor/manager** immediately by phone or email.
- (j) If a modification to the date of leave is required, the request will be considered by **management** on a case-by-case basis.
- (k) **Personal leave days/hours'** availability will be subject to operational requirements.

ARTICLE 20 – LEAVE OF ABSENCE WITHOUT PAY

20.01 General

Any employee requesting a leave of absence without pay shall provide reasonable notice outlining the reason for such leave in writing to the company. Upon the approval

of the operations manager and insofar as the regular operations of the company will permit, such leave may be granted.

20.02 Leave of Absence for Union Activities

- (a) In the event any members of the union are appointed delegates to attend conventions and conferences in connection with union affairs, they shall, provided they have given reasonable notice in writing to the company, and in so far as the request is operationally feasible, be granted leave of absence without pay. The company agrees to continue in force payment of regular salary, at the same rate of pay as the last day worked, and benefits and the union agrees to reimburse the company for salary and benefit costs paid during the leave of absence.
- (b) Union officers, including shop stewards, who may at any time be required to attend to union business for a period up to and including one (1) working day shall be entitled to take leave of absence without pay upon verbal notice to the operations manager, in so far as the request is operationally feasible.
- (c) Any employee who is selected for a full-time position with the union or affiliated union body shall, upon application, be granted leave of absence without pay for a period up to one (1) year, in so far as the request is operationally feasible. Such leave may be extended upon mutual agreement.

20.03 Maternity, Parental and Adoption Leave

- (a) Maternity, parental and adoption leave shall be granted in accordance with *The Saskatchewan Employment Act* and the Advantage Benefits Program.
- (b) For the purpose of this section, the company's disability plans will mean EPCOR's disability plans and will include the company's Short-Term Disability (STD) Plan, Supplementary Unemployment Benefits (SUB) Plan and Long-Term Disability (LTD) Plan.

"Valid, health-related portion" will mean that period of the eligible employee's pregnancy during which she is disabled (in accordance with the terms of the company's disability plans) and such disability is substantiated by medical evidence satisfactory to the company.
- (c) Upon written application to their manager, maternity/parental/adoption leave will be granted to employees employed at least thirteen (13) consecutive weeks.
- (d) Maternity and adoption leave will be for a maximum period of sixteen (16) weeks. Parental leave will be for a maximum period of sixty-two (62) weeks. Birth mothers and primary caregivers in an adoption will be eligible to combine such leave for a period of seventy-eight (78) weeks. A birth mother, who takes both maternity and parental leave, must take the leaves consecutively.
- (e) Maternity and adoption leave will be applied for in writing at the earliest possible date, but not less than four (4) weeks prior to the date leave is to commence. Such leave may commence at any time up to twelve (12) weeks prior to the estimated date of delivery. In the case of a maternity leave, if a female employee

is unable to perform the duties of her position or such alternate position as may be made available, for which she is qualified, and in the absence of any valid, health-related disability attributable to the pregnancy, the employee may be required to immediately commence maternity leave in accordance with the applicable provisions of *The Saskatchewan Employment Act*.

- (f) Parental leave will be applied for in writing not less than four (4) weeks prior to the commencement of such leave. Parental/adoption leave can begin at any time after the birth or adoption of the child, but it must be completed within seventy-eight (78) weeks of the date of birth, or the date an adopted child is placed with the parent.
- (g) Except in the case of employees as stipulated below, maternity/parental leave will be without salary or sickness allowance, but employees in such leave will not lose seniority.
- (h) Employees who are members of the company's disability plans as provided for in this agreement and provide medical evidence satisfactory to the company to substantiate their disability for the valid, health-related portion of their pregnancy may, subject to the terms of the company's Supplemental Unemployment Benefits Plan (SUB Plan)- as, qualify for SUB Plan benefits for the duration of the valid, health-related period. SUB Plan benefits will top up Employment Insurance (EI) benefits at the rate of ninety-five percent (95%) of gross wages for six (6) weeks outlined in the EPCOR Advantage "Benefits by Choice" employee handbook).
- (i) Receipt of such SUB Plan benefits will commence no sooner than the date of delivery, subject to the provisions contained in the SUB Plan. Employees who are members of the company's disability plans and who otherwise do not meet the conditions for eligibility for SUB Plans during the valid, health-related portion of their pregnancy will be governed by the terms of the company's disability plans.
- (j) A female employee who is a member of the company's disability plans and who subsequently experiences a maternity complication related to the valid, health-related portion of her pregnancy after the conclusion of the maximum period during which SUB Plan benefits may be available, will be eligible to receive the balance of disability benefits paid at the applicable level with medical evidence satisfactory to the company. Upon production of a medical certificate, a female employee may commence STD prior to her estimated date of delivery. Such sick leave will not be considered part of maternity/parental leave.
- (k) Employees returning from maternity/parental/adoption leave within the approved period will be given the same position at their current rate of pay, and will provide as much notice as possible, but not less than four (4) weeks' notice to the company of their return to work. If the same position is not available, then a comparable position will be found.
- (l) Benefits are cost-shared for maternity/parental/adoption leaves. Employees can maintain current coverage for the period of the leave or can decline benefits during the period of the leave.

20.04 Benefits during Leave of Absence

Employees who choose to carry benefits while on leave of absence are required to pay both the company and the employee portions of applicable benefits when employees are granted leaves of absence without pay in excess of ten (10) consecutive working days. Arrangements are to be made prior to the commencement of the leave through the payroll section.

ARTICLE 21 – WORKERS’ COMPENSATION SUPPLEMENT

21.01 When an employee is injured in the course of their employment with the company and it is deemed Workers’ Compensation Benefits are payable under the *Workers’ Compensation Act*, the company will continue to pay such an employee their regular bi-weekly wages that were in effect at the date of the workplace injury.

The company will seek reimbursement from WCB for these wages. If the employee should receive compensation from WCB in addition to the continued pay from the company such employee will report it to EPCOR payroll, who will work to resolve the repayment.

In the event the Workers’ Compensation Board determines that the injury is not compensable under the Act, the amount paid by the company under this article from the date of injury will be re-coded to STD by the employee following the WCB determination.

21.02 The company’s obligation under this article shall cease when the Workers’ Compensation Board adjudicates that the employee is fit to return to the full or modified duties of their regular job.

An employee receiving benefits under this article for a period of one hundred and eighty (180) days or more shall not be entitled to vacation balances as provided for in the agreement.

ARTICLE 22 – RETURN TO WORK PROGRAM

22.01 The company is responsible for providing a healthy and safe work environment. Employees have a responsibility to be fit for work, attend work, be productive and to work safely.

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

22.03 It is understood that the company and the union shall co-operate in seeking accommodation and/or placement of employees who are declared medically fit to return to work within the Regina work site.

22.04 After exhausting the company's disability management process, if there is no work available that can accommodate an employee's physical and/or non-physical restrictions and/or limitations, the union, company and employee will meet to discuss the next steps.

ARTICLE 23 – BENEFIT AND PENSION PLANS

23.01 The company shall provide the EPCOR Advantage Benefits Program (Group Number 50905) to all permanent full-time, part-time employees working twenty (20) hours or more per week, and probationary employees subject to the terms and conditions of the applicable contracts.

23.02 In accordance with the EPCOR Advantage Benefits Program, the company shall pay **one hundred percent (100%)** of the premiums for Extended Health Care (Essentials), Dental Care (Essentials), Life Insurance (Basic Life), Short-Term Disability and Long-Term Disability (Essentials) coverage.

23.03 **A permanent employee experiencing a disabling non-occupational illness or injury may qualify for a workplace accommodation or short-term disability income replacement.**

23.04 The company shall also provide, on an annual basis, flex credits to each employee in order that they can enhance the benefit coverage outlined above and/or for a health spending account and/or flex cash as per the EPCOR Advantage Benefits Program. These flex credits will be increased every year by at least the percentage increase in weekly earnings as published by the Conference Board of Canada for the provinces for which EPCOR has employees.

23.05 During the term of the collective agreement, and with input from the union, the company may seek benefits coverage with a different carrier with an understood goal of obtaining an overall competitive plan.

23.06 The pension plan, in respect of members of the union, shall be The Regina Civic Employees' Superannuation and Benefit Plan, Registration No. 0268425, and amendments thereto from time to time made in accordance with the terms of the pension plan.

ARTICLE 24 – EMPLOYMENT SECURITY

24.01 The parties agree to participate in a consultation process concerning the contracting out of work otherwise performed by employees within the jurisdiction of the union where the work has been performed in-house in whole or in part in the recent past, presently, or where work is being considered for future contracting. The purpose of the consultation will be to share information such as labour, equipment, administration and overhead costs, the reasons for contracting out, and to review union suggestions with respect to these decisions.

24.02 The company agrees to provide the union with reasonable opportunity to present alternatives to contracting out prior to implementation. Consistent with the company's commitment to the development of their employees, the company agrees to consider

appropriate re-training or re-deployment opportunities for employees negatively affected by technological change, layoff or contracting out.

- 24.03** The company recognizes and agrees that, during the term of this agreement, no permanent employee will be laid off as a direct result of contracting out the work performed by such permanent employee.
- 24.04** In the event that a permanent employee is displaced as a result of contracting out the work, the company will place the employee in any position for which he has the required qualifications. The employee will suffer no loss of wages, for a period of two (2) years, as a result of being displaced and placed in a lower position.

ARTICLE 25 – LAYOFF AND RECALL

- 25.01** Prior to the lay-off of permanent employees, temporary employees within the affected class will be laid off.
- 25.02** Where the company has determined that permanent positions are to be reduced within a classification, they will identify the permanent employees who will be potentially affected.
- 25.03** The company will notify the union at the earliest opportunity of the intent to reduce permanent positions and employees who are to be impacted.
- 25.04** Prior to reducing the number of permanent positions and displacing or laying off permanent employees the parties agree to jointly explore alternatives to lay-off and options for providing support to displaced/laid off permanent employees.
- 25.05** In laying off permanent employees, the company will lay-off the least senior employee in the bargaining unit, provided that the remaining employees have the qualifications and skills to perform the remaining work.
- 25.06** Laid off permanent employees will be recalled to vacant positions for which they are qualified and able to perform in the reverse order of their lay-off at any time in the twenty-four (24) month period following their lay-off. The last employee laid off from a classification will be the first employee eligible for recall.
- 25.07** A permanent employee with seniority standing within the bargaining unit, whose permanent full-time position is permanently affected by way of being discontinued, may, if they so choose, displace an employee with less seniority in any classification covered in this agreement provided they have the qualifications and skills to perform the job.

ARTICLE 26 – JOB TRAINING

- 26.01** There is a shared commitment to training and career development by the company and employees covered by this agreement. Training and career development are both employee and company initiated and supported as such. Educational funding for employees shall be governed by the company's policy on employee training and career development.

- 26.02** In the event the company should introduce new methods or machinery which will require improved or special skills, than are possessed by employees under the present operation, the company shall provide a reasonable period of time, under proper instruction, during which the employees concerned may acquire the skills necessitated by the new methods of operation. There shall be no reduction in pay during any period of special training. The company shall inform the union when they feel that the special training, as a result of new methods and machinery, is advisable and practicable.
- 26.03** When the company deems it necessary to provide additional or special training to employees for future promotion, such training shall be undertaken on the basis of seniority and identified need at no loss of pay to the employee.
- 26.04** Employees who are assigned by the management to instruct formalized training courses shall be paid seventy-five (\$0.75) cents per hour in addition to their regular wage, during the time occupied by them giving such instruction and training.

ARTICLE 27 – General Conditions

27.01 Drivers' Licenses

It is understood and agreed, that where an employee requires a driver's license, the class of which is determined by the laws of the province of Saskatchewan to operate company vehicles, it shall be their responsibility to obtain the same.

An employee who has their license suspended for any reason shall notify the company immediately and shall not operate EPCOR Water Prairies Inc. vehicles and equipment.

27.02 Indemnity Clause

Except in cases of gross negligence or unlawful misconduct, as reasonably determined by the company, the company shall pay the cost of:

- (a) Defending an action or proceeding against an employee claiming liability on the part of that employee for acts or omissions done or made by the employee in the course of their duties or paying any sum required to settle the action or proceeding; and,
- (b) Damages and costs awarded against an employee as a result of a finding of liability on the part of an employee for acts or omissions done or made by the employee in the course of their duties.

ARTICLE 28 – SAFETY BOOT SUBSIDY

- 28.01** Where the conditions of employment demand or require the use of winter and/or summer C.S.A. approved safety boots or shoes, the company will provide employees with a subsidy to a total annual maximum of six hundred dollars (\$600) every two (2) years for the purchase of winter boots and/or the purchase of summer safety boots.

The safety boot subsidy includes the following:

- (a) The purchase price of the boots.
- (b) One hundred percent (100%) of the cost of boot liners or insoles.
- (c) One hundred percent (100%) of the cost of boot resoling or repairs.

28.02 Eligibility for the safety boot subsidy is on the following basis:

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

It is understood that the manager is responsible to review and approve all requests for safety boot subsidy, liners/insoles and boot repairs.

ARTICLE 29 – OCCUPATIONAL HEALTH AND SAFETY

- 29.01** While it is the employer's responsibility to ensure a healthy and safe workplace, the union and the company shall co-operate in continual improvement of the health and safety measures now in effect. The union and company shall establish and maintain a joint Occupational Health and Safety Committee. The parties agree to enforce all laws and regulations relating to incident prevention measures which are applicable to the operation of the company.
- 29.02** The company shall observe all reasonable precautions and provide all personal protective equipment, safety devices or appliances that may be reasonably required for the protection of employees.
- 29.03** An employee shall not be required to perform any task which cannot be accomplished without violation of safety practices or the requirements of Part III of *The Saskatchewan Employment Act* and The Occupational Health and Safety Regulations, 1996. Such refusal shall not be the basis for disciplinary or discriminatory action.
- 29.04** All employees while at work shall take reasonable care to protect their health and safety and the health and safety of other workers who may be affected by their acts or omissions in accordance with the requirements of Part III of *The Saskatchewan Employment Act* and The Occupational Health and Safety Regulations, 1996, EPCOR standards and site procedures.

29.05 The company agrees to conduct regular safety meetings with all employees. There will also be a report or update regarding safety items at the regularly scheduled union/management meetings.

ARTICLE 30 – PAY SCHEDULE AND CLASSIFICATIONS

30.01 Payment of Wages

- (a) Rates of pay shall be as outlined in Appendix I and associated Wage Grid Notes of this agreement.
- (b) Employees shall be paid on a bi-weekly basis. Pay days cannot be changed without mutual agreement between the parties.
- (c) All employees will be paid via direct deposit to the financial institution of the employee's choice.

Signed this 22 day of February, 2024.

On behalf of EPCOR Water
Prairies Inc.

On behalf of Canadian Union of
Public Employees, Local 7667



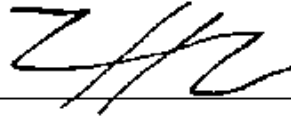
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The Canadian Union of Public Employees Local 7667

The following appendices to the **2022-2025** collective agreement are individual appendices but are grouped together for signing purposes only.

Appendix I –
Schedule of Wages
(Hourly)

Schedule of Wages

*Note: The first **2023** wage schedule between the parties includes the 2022 General Wage Increase;

- **December 18, 2022 (2023) – GWI 2.5%**
- **December 17, 2023 (2024) – GWI 2.25%**
- **December 15, 2024 (2025) – GWI 2.25%**

Appendix II

Protective Clothing

The parties agree that appendices form part of the body of the collective agreement. They continue to form part of the agreement unless one or both parties propose changes or deletions in collective bargaining.

Appendix I – 2022 - Year 1 - Effective Dec. 18, 2022 Schedule of Wages (Hourly)

Regina WWTP Operations		Economic Adjustments 2.5%			
Class Code	EPCOR Job Title	A	B	C	D
2100	OPERATOR (Non-Certified)				\$26.68
2101	OPERATOR I	\$29.11	\$30.82		
2102	OPERATOR II			\$35.76	
2103	OPERATOR III				\$40.06
2104	LEAD HAND OPERATOR				\$46.52
2110	SUMMER STUDENT				\$24.11
2111	LABOURER				\$26.11
2112	ADMINISTRATIVE ASSISTANT	\$26.72			\$28.05
2113	CO-OP STUDENT				\$24.11
2114	CO-OP STUDENT (ENG)				\$25.32
2115	TECHNOLOGIST				\$38.64

Regina WWTP Maintenance					
Class Code	EPCOR Job Title	A	B	C	D
2120	APPRENTICE	\$24.95	\$29.11	\$33.26	\$37.42
2121	JOURNEYPERSON (Single Trade)			\$41.58	\$45.51
2122	JOURNEYPERSON (Dual Trade)				\$47.67
2123	LEAD HAND MAINTENANCE				\$51.12

Regina WWTP Laboratory					
Class Code	EPCOR Job Title	A	B	C	D
2130	LABORATORY ANALYST				\$33.64
2131	LEAD HAND LABORATORY				\$45.46

Appendix I – 2023 - Year 2 - Effective Dec. 17, 2023 Schedule of Wages (Hourly)

Regina WWTP Operations		Economic Adjustments 2.25%			
Class Code	EPCOR Job Title	A	B	C	D
2100	OPERATOR (Non-Certified)				\$27.28
2101	OPERATOR I	\$29.76	\$31.51		
2102	OPERATOR II			\$36.56	
2103	OPERATOR III				\$40.96
2104	LEAD HAND OPERATOR				\$47.57
2110	SUMMER STUDENT				\$24.65
2111	LABOURER				\$26.70
2112	ADMINISTRATIVE ASSISTANT	\$27.32			\$28.68
2113	CO-OP STUDENT				\$24.65
2114	CO-OP STUDENT (ENG)				\$25.89
2115	TECHNOLOGIST				\$39.51

Regina WWTP Maintenance					
Class Code	EPCOR Job Title	A	B	C	D
2120	APPRENTICE	\$25.51	\$29.76	\$34.01	\$38.26
2121	JOURNEYPerson (Single Trade)			\$42.52	\$46.53
2122	JOURNEYPerson (Dual Trade)				\$48.74
2123	LEAD HAND MAINTENANCE				\$52.27

Regina WWTP Laboratory					
Class Code	EPCOR Job Title	A	B	C	D
2130	LABORATORY ANALYST				\$34.40
2131	LEAD HAND LABORATORY				\$46.48

Appendix I – 2024 - Year 3 - Effective Dec. 15, 2024 Schedule of Wages (Hourly)

Regina WWTP Operations		Economic Adjustments 2.25%			
Class Code	EPCOR Job Title	A	B	C	D
2100	OPERATOR (Non-Certified)				\$27.89
2101	OPERATOR I	\$30.43	\$32.22		
2102	OPERATOR II			\$37.38	
2103	OPERATOR III				\$41.88
2104	LEAD HAND OPERATOR				\$48.64
2110	SUMMER STUDENT				\$25.20
2111	LABOURER				\$27.30
2112	ADMINISTRATIVE ASSISTANT	\$27.93			\$29.33
2113	CO-OP STUDENT				\$25.20
2114	CO-OP STUDENT (ENG)				\$26.47
2115	TECHNOLOGIST				\$40.40

Regina WWTP Maintenance					
Class Code	EPCOR Job Title	A	B	C	D
2120	APPRENTICE	\$26.08	\$30.43	\$34.78	\$39.12
2121	JOURNEYPerson (Single Trade)			\$43.48	\$47.58
2122	JOURNEYPerson (Dual Trade)				\$49.84
2123	LEAD HAND MAINTENANCE				\$53.45

Regina WWTP Laboratory					
Class Code	EPCOR Job Title	A	B	C	D
2130	LABORATORY ANALYST				\$35.17
2131	LEAD HAND LABORATORY				\$47.53

APPENDIX I - 2022 to 2025 Notes

1. Operation Pay Progression

Operator I will be placed at STEP A upon achieving the Saskatchewan Operator Certification Board (SOCB) Wastewater Treatment Level 1 (one) certification, and at STEP B upon achieving SOCB Wastewater Treatment Level 2 (two) certification. Placement at the operator II, operator III and at the lead hand operator level(s) shall be determined through the posting process.

2. Apprentices

Apprentices will be placed at:

- (a) STEP A in year 1 (one) of their apprenticeship
- (b) STEP B in year 2 (two) of their apprenticeship
- (c) STEP C in year 3 (three) of their apprenticeship
- (d) STEP D in year 4 (four) of their apprenticeship

Entry into the apprenticeship program shall be at the sole discretion of management.

3. Journeypersons

Journeyperson (single trade) will be placed at STEP C upon achieving their ticket and STEP D after completing 2080 hours (1 year) of regular time. External hires may be placed at STEP D if they have an equivalent amount of experience.

For the purposes of determining placement at the journeypersons (dual trade) level, the company recognizes a combination of any two (2) of the following trades:

- (a) Electrical
- (b) Instrumentation/Controls
- (c) Millwright/Industrial Mechanic

Other trades may be considered at the sole discretion of management.

4. Administrative Assistant Pay Progression

An employee in the administrative assistant position will progress from Step A to Step D after twenty-four (24) months in the position by merit only. The company will review the employee's performance prior to the completion of the twenty-four (24) month period, if the employee is fully successful in their position the employee will progress to Step D. If the employee is not fully successful, merit reviews will occur every (3) months until the missed increase is achieved.

New hires may be hired at Step D if they have commensurate experience.

APPENDIX II - PROTECTIVE CLOTHING

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

- (a) Ear protection
- (b) Safety glasses
- (c) Insulated winter (safety toed) rubber boots
- (d) Hard hats and liners
- (e) Gloves appropriate for the work being performed (all types)
- (f) Safety vests
- (g) Rain suits
- (h) Smocks (for laboratory work)
- (i) EPCOR winter jacket
- (j) Summer coveralls or summer bib overalls (FR rated)
- (k) Winter insulated coveralls
- (l) Other winter clothing as required for outdoor work (winter mitts; toques and balaclava)

The Canadian Union of Public Employees Local 7667

The following letters of understanding to the **2022-2025** collective agreement are individual letters of understanding but are **grouped together for collective bargaining agreement signing purposes only.**

Letters of Understanding

- # 2015-04 – Student Work Placement
- # 2016-01 – Out of Town Work Expenses
- # 2016-02 – Out of Town Travel time
- # 2016-03 – Saskatchewan - Water and Wastewater – Operator Certification Program
- # 2016-04 – EPCOR Short Term Incentive (STI) Program – Corporate and Flat Rate
- # 2016-05 – Recruitment and Vacation Entitlement
- # **2023-01 – Alternate Hours of Work (Excluding Shift Operators)**
- # **2023-02 – Alternate Hours of Work (Shift Operators Only)**

The union and the company have also agreed that any other letters of understanding that were not signed negotiated or agreed to by the union and EPCOR Water Prairies Inc. will not be recognized by either party following the effective date of this agreement.

The parties agree that letters of understanding are in effect for the current collective agreement. They cease to exist (are deleted) unless both parties propose and agree to renewal (as is or amended) in collective bargaining.

LETTER OF UNDERSTANDING #2015-04

BETWEEN

EPCOR WATER PRAIRIES INC.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL # 7667

RE: STUDENT WORK PLACEMENT

EPCOR Water Prairies Inc. and CUPE Local 7667 recognize that providing student work placements are a benefit to the student, the company and educational institutions. It is understood that the objective of student work placements may differ depending on the institution coordinating the placement. However, a student work placement, in general, will provide an opportunity for:

- (a) Participants to explore a job area in which they are interested;
- (b) Development of specific job skills and personal management skills; and
- (c) Career enhancement through occupational experience, knowledge and networking.

For the purpose of providing student work placements with EPCOR Water Prairie Inc. the parties agree to the following:

- (a) No more than one (1) student per work group per term from each program of study will be hired.
- (b) The maximum duration of a student work placement is eight (8) months.
- (c) The student work placement participant shall have access to an appropriate supervisor at all times.
- (d) The student work placement will not:
 - result in the layoff of any temporary or permanent employee;
 - affect the hiring practices of temporary or permanent employees.
- (e) All employees will be informed of the purpose and duration of the student work placement.
- (f) CUPE Local 7667 shall be notified at least thirty (30) calendar days in advance of any student work placement occurring. The notification will include the following:
 - Duration of placement;
 - Work area where the participant will be placed;

- Sponsoring institution;
- Purpose of the placement;
- Title of the position in which the student is placed.

The wage rate for the student work placement shall be mutually agreed between the parties on a case-by-case basis. It is understood that the student work placement will become a dues-paying member of the bargaining unit.

Upon mutual agreement between the parties, the above provisions may be varied on a case-by-case basis.

This letter of understanding becomes effective upon the date of signing by the parties and will remain in force and effect until either party serves the other with thirty (30) calendar days' written notice to terminate the provisions contained herein. Such notice shall contain a full explanation of the reasons for termination.

LETTER OF UNDERSTANDING #2016-01

BETWEEN

EPCOR WATER PRAIRIES INC.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL # 7667

RE: OUT OF TOWN WORK EXPENSES

In the spirit of partnership and in order to foster the growth of new business opportunities for EPCOR Water Prairies Inc. (EWPI), it is mutually agreed and understood by the parties that the following terms and conditions will apply to out of town work situations where expenses are involved:

1. Employees required to work and /or travel out of town for a duration up to and greater than one (1) day and one (1) night, who have been authorized and assigned their own EPCOR Purchasing ("P") Card will be required to use their/the company "P" Card for all travel, accommodation, meals and other business-related expenses. In the rare instance that a vendor does not accept the company "P" Card as a method of payment, the employee will pay for the business expense and submit a business expense claim in accordance with the EPCOR policy.
2. Employees required to work and/or travel out of town for greater than one (1) day and one (1) night who have not been authorized and assigned the use of a company "P" Card for business expenses will have the option to:
 - (a) Be reimbursed for all travel, accommodation and meal expenses as per the company policy; OR
 - (b) Choose to be paid a daily living allowance (per diem) of one hundred and seventy-five dollars (\$175.00) to cover expenses related to daily meals (seventy dollars - \$70.00) and accommodation (one hundred and five dollars - \$105.00). Such allowance would be advanced to employees prior to their out of town work assignment. It should be noted that this per diem amount is inclusive of any applicable provincial sales tax (P.S.T.).

It should also be noted that the company may have billing arrangements for employees' out of town accommodations. In these instances, employees would be eligible for a per diem related only to daily meal expenses (seventy dollars - \$70.00 per day).

- (c) Employees who have not been authorized and assigned a company "P" Card must choose either option 2. (a) or 2. (b) prior to the out of town work occurring.

Employees who have not been authorized and assigned a company "P" Card who are working or travelling out of town for company business with an employee who is assigned a company "P" Card will have some or all of their travel, accommodations, meals and business expenses paid for by the permanent employee with the company "P" Card as directed by their supervisor or foreman. If their travel, accommodation and meal expenses are paid for on a permanent employee's company "P" Card then the employee will not be eligible for the options outlined in 2. a) and 2. b) above.

3. Employees who are required to work and travel out of town for less than one (1) day and one (1) night and who have not been authorized and assigned a company "P" Card, will be reimbursed for all travel, accommodation and meal expenses as per the company policy.
4. In the rare instance where employees have chosen option 2(b) and they incur legitimate accommodation and meal expenses in excess of the one hundred and seventy-five dollars (\$175.00) per diem; employees will submit bills / receipts to their management supervisor for review and authorization.
5. Employees who are required to utilize their personal vehicle to travel to and from their out of town work location and for any other business purposes will be reimbursed for their travel based on the company policy.
6. The company will pay other legitimate out of town expenses such as material, equipment, supplies, and hosting. Employees who have been authorized and assigned a company "P" Card will pay for these types of expenses with their EPCOR "P" Card, subject to the guidelines and limitations of the company "P" Card policy and manual. For employees who have not been authorized and assigned a company "P" Card or where payment with their "P" Card is not appropriate, payment for these expenses will be made via the company purchasing policy (purchase orders), petty cash/ expense claim reimbursement with appropriate receipts, or a cash float to the employee in charge of the out of town project.
7. Should there be any discrepancies or issues with respect to the implementation of these provisions the parties agree to meet to review and resolve these items.
8. All out of town business travel and expense claims made by employees will be submitted, processed and authorized consistent with the existing company "P" Card policy and / or all other applicable company financial policies. Additionally, if an employee is given an advance by the company for out of town business travel or expenses, it is expected that the employee will submit a company expense claim as soon as possible following the out of town work. Any monies owing to the company will be repaid to the company by the employee in a timely manner. If an employee fails to file an expense claim or repay advance money owing to the company, the company will recover the outstanding advance and / or monies owing through payroll deduction(s). The company will only do this after consulting with the employee and giving them a reasonable deadline to file the expense claim or repay the money.

LETTER OF UNDERSTANDING #2016-02

BETWEEN

EPCOR WATER PRAIRIES INC.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL # 7667

RE: OUT OF TOWN TRAVEL TIME

1. Out of town travel may occur for scheduled work, unscheduled urgent or emergency work, required job skill training - directed by the company or career development opportunities - requested by the employee.
2. Employees required to travel out of town, will travel during their regularly scheduled hours where possible or as discussed and agreed to in an out of town work plan.
3. Employees required to travel outside normal hours of work for scheduled out of town work assignments or required job skill training will be paid a travel pay premium of one-half (1/2) hour's pay at their regular rate of pay, for each hour spent travelling, in addition to the regular rate of pay. This travel pay premium is not bankable and will be paid to the employee in the next pay period following the out of town travel.
4. Employees required to travel out of town for unscheduled urgent or emergency work will have their travel time paid at overtime as outlined in Article 16.
5. Employees requesting out of town career development opportunities, that are supported and paid for by the company, will travel during regularly scheduled hours where possible. If this is not possible then they will travel on their own time. Employees travelling in these circumstances will not be eligible for the travel pay premium or overtime for any travel time.
6. The company will recognize drivers and passengers of company vehicles as being subject to this letter of understanding.

LETTER OF UNDERSTANDING #2016-03

BETWEEN

EPCOR WATER PRAIRIES INC.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL # 7667

**RE: SASKATCHEWAN - WATER AND WASTEWATER - OPERATOR
CERTIFICATION PROGRAM**

The company will recognize permanent employees in the operator position acquiring certification in this program, the company will pay a lump sum of money for acquiring each level of certification as follows:

<u>Level</u>	<u>Lump Sum Dollars</u>
Level I	\$400
Level II	\$500
Level III	\$600
Level IV	\$700

The lump sum will be payable immediately after the employee produces evidence of successful completion of each level of certification. It is understood that the employee will maintain this certification level as long as they hold the position the certification is required for. It is further understood, that the employee will not be sanctioned by the company if they cannot maintain the certification due to circumstances beyond their control.

Lump sum payments will be made according to the level of certification acquired and one lump sum payment will only be payable upon attaining the level of certification as long as the certification is required while the employee works for the company.

The company and the union jointly recognize the need to improve the understanding, communication and record keeping with respect to attaining and renewing levels of certification. The parties will work jointly during the term of this collective agreement to make improvements in all of these areas plus clarify the roles and responsibilities for the employee and the company.

LETTER OF UNDERSTANDING #2016-04

BETWEEN

EPCOR WATER PRAIRIES INC.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL # 7667

RE: EPCOR SHORT-TERM INCENTIVE (STI) PROGRAM - CORPORATE & FLAT RATE

1. The parties agree that all permanent full-time and permanent part-time employees in the CUPE 7667 at the Wastewater Treatment Plant in Regina will be included in the company's Short-Term Incentive (STI) Plan.
2. Permanent employees permanently assigned to the lead hand operator position; lead hand maintenance position and lead hand laboratory position will be eligible to participate in the company's corporate short-term incentive program as follows:
 - (a) The short-term incentive program will include performance measures based on corporate, business unit and individual employee performance.
 - (b) The target pay-out will be five percent (5%) of the employee's regular paid hours.
 - (c) Participation will be in accordance with the corporate short-term incentive program defined by the company. Annual performance targets and measures may change from year to year.
3. Permanent full-time employees who are in all other classifications other than those specified in point 2 and 3 above, will be eligible to participate in a flat rate short-term incentive program, as outlined below:
 - (a) This flat rate pay-out will be determined based on the achievement of the business unit performance measures included in the corporate short-term incentive program.
 - (b) The flat rate pay-out will be as follows:
 - i) For the **2023** performance year, **\$1,500.00** payable in April of the following year (**2024**).
 - ii) For the **2024** performance year, **\$1,700.00** payable in April of the following year (**2025**).
 - iii) For the **2025** performance year, **\$1,900.00** payable in April of the following year (**2026**).

- (c) Metrics for threshold, target and stretch will be defined annually by the company and will be consistent with the business unit metrics used in the corporate short-term incentive program.

4. Eligibility for short-term incentive will be as outlined below:

- (a) An employee must be actively employed in a permanent position on December 1 of each performance year to be eligible for participation in the short-term incentive plan. Actively employed means an employee in receipt of pay. Eligibility will be based on the employee's permanent position as of December 1 of the performance year.
- (b) Employees must continue to be employed in a permanent status position at the date of short-term incentive payment in order to receive a payment, except employees that have retired, who will receive a pro-rata amount based on the number of months worked in that year. STI awards will be pro-rated for mid-year hires, leaves of absence without pay and LTD.
- (c) Employees who are terminated or who terminate employment for any reason during the eligibility period will not receive a short-term STI incentive award.
- (d) STI awards are calculated based on an employee's regular base salary. (Prorated for service and eligible paid time).
- (e) The short-term incentive for all employees will be paid at the end of April of the following year once company financials are audited and approved.
- (f) Eligibility will be based on the employee's permanent home position as of December of the performance year.
- (g) Employees must be employed in a permanent status position at the date of payout in order to receive the payout, except employees that have applied for retirement.

5. Corporate and business unit performance metrics must meet pre-determined levels of achievement. Prior to the payment of annual short-term incentive awards, performance metrics must be approved by the board of directors of the company.

LETTER OF UNDERSTANDING #2016-05

BETWEEN

EPCOR WATER PRAIRIES INC.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL # 7667

RE: RECRUITMENT & VACATION ENTITLEMENT

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

The recognition of this service will be capped at seven (7) years, allowing for a maximum of one (1) additional week vacation entitlement being awarded.

The company will inform the Union of these circumstances in advance of an offer being made to the applicant.

NOTE: The Company verbally committed to a review of all existing CUPE 7667 employees to determine if they would have been eligible for this vacation credit due to their directly related industry experience. If so then the Company would make these adjustments for existing employees effective for January 01, 2016 and inform both the employee and the Union in writing.

LETTER OF UNDERSTANDING #2023-01

BETWEEN

EPCOR WATER PRAIRIES INC.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 7667

RE: Alternate Hours of Work (Excluding Shift Operators)

It is agreed by both parties that employees may be permitted to work a modified work pattern as outlined in this letter of understanding. The parties agree to trial this schedule for the term of this agreement.

The parties agree to meet and discuss any issues as they arise during the trial period and at the end of the first six (6) months and twelve (12) months.

Employees who work shift work a seven (7) day per week shift rotation between eight (8) and up to twelve (12) hour shifts. Daily hours of work may be less than eight (8) hours with mutual agreement.

The hours of work shall be based on an eight (8) hour day, forty (40) hours per week, balanced over a maximum of twelve (12) weeks with a thirty (30) minute unpaid lunch period. Any variation of work schedules must meet operational requirements and will be established in consultation with the union.

Employees in these shift rotations must have their hours of pay balanced to pay them their full-time wages bi-weekly. Employee(s) shall not work more than four hundred and eighty (480) hours in any twelve (12) week period. If an employee exceeds these limits, they shall be paid in accordance with Article 16 – Overtime, at the appropriate rates.

Consecutive days off are included in the regular schedule, however, the regular scheduled shift may be changed temporarily to maintain efficient operation of the company. Overtime will be exempt if the change is by mutual agreement or if the employee is given a minimum seventy-two (72) hours notice of the temporary change. Every effort shall be made to balance the extra hours accrued due to the temporary shift change with time off in lieu of the extra hours worked.

LETTER OF UNDERSTANDING #2023-02

BETWEEN

EPCOR WATER PRAIRIES INC.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 7667

RE: Alternate Hours of Work (Shift Operators Only)

It is agreed by both parties that employees may be permitted to work a modified work pattern as outlined in this letter of understanding. The parties agree to trial this schedule for the term of this agreement.

The parties agree to meet and discuss any issues as they arise during the trial period and at the end of the first six (6) months and twelve (12) months.

Employees who work shift work in a seven (7) day per week shift rotation between eight (8) and up to twelve (12) hour shifts.

The hours of work shall be based on forty (40) hours per week, four hundred and eighty (480) hours per twelve (12) week cycle, with a thirty (30) minute paid lunch period. Any variation of work schedules must meet operational requirements and will be established in consultation with the union.

Employees in these shift rotations must have their hours of pay balanced to pay them their full-time wages bi-weekly. Employee(s) shall not work more than four hundred and eighty (480) hours in any twelve (12) week period. If an employee can not be scheduled a mutually agreed shift off within the twelve (12) week averaging period and exceeds these limits, they shall be paid in accordance with Article 16 – Overtime, at the appropriate rates.

Consecutive days off are included in the regular schedule, however, the regular scheduled shift may be changed temporarily to maintain efficient operation of the company. Overtime will be exempt if there is mutual agreement or if the employee is given a minimum seventy-two (72) hours notice of the temporary change. Every effort shall be made to balance the extra hours accrued due to the temporary shift change shall be balanced with time off in lieu of the extra hours worked.

The Canadian Union of Public Employees Local 7667

The Following is an Addendum to the **2022 - 2025** Collective Agreement
Regarding Alternate Hours of Work

The parties agree that addenda form part of the body of the collective agreement. They continue to form part of the agreement unless one or both parties propose changes or deletions in collective bargaining.

Addendum I – Alternate Work Hours 12 Hour Shifts

between

EPCOR Water Prairies Inc.

(hereinafter referred to as the “company”)

Of the First Part

- and -

The Canadian Union of Public Employees Local 7667

(hereinafter referred to as the “union”)

Of the Second Part

Effective October 30, 2016, employees shall work twelve (12) hour shifts on the following basis:

- a) Three (3) sets of:
 - Four (4) days on, four (4) days off, followed by one (1) set of:
 - Three (3) days on, five (5) days off, and then three (s) sets of:
 - Four (4) days on, four (4) days off, followed by one (1) set of:
 - Three (3) days on, four (4) days off
- b) A complete cycle occurs in nine (9) weeks (sixty-three (63) days), having worked thirty (30) – twelve (12) hour shifts, balancing to an average of forty (40) hours per week.
- c) When an operator I is required to relieve an operator II, then employee will be paid the appropriate rate for the position.
- d) Employees shall receive a thirty (30) minute paid lunch break as operational requirements permit.

DS/cf.cope491