Collective Agreement

Between

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

And

Local Union 38
Canadian Union of Public Employees

Effective Date 2026 - 2028

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Relationship Philosophy

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

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

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

This Agreement Between:

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

(hereinafter called "ENMAX Corporation")

OF THE FIRST PART

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
Local 38

(hereinafter called "Local 38)

OF THE SECOND PART

1.0 General

1.01 The purpose of this agreement is to stipulate rates of pay and working conditions of those employees represented by Local 38.

1.02 Wherever the singular or masculine is used in this agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.

1.03 Service for the purpose of this agreement commences on an employee's most recent date of hire in ENMAX and accumulates continuously until termination from ENMAX.

2.0 Management Rights

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

3.0 Term of Agreement

3.01 This agreement shall be in full force and effect from the date this agreement is ratified until **December 31, 2028** and from year to year thereafter except as hereinafter provided.

Either party may amend or terminate this agreement on any Anniversary date by notice in writing to the other party not less than sixty (60) days or more than one hundred and twenty (120) days prior to such anniversary date. If notice to negotiate has been given by either party prior to the termination date of this agreement, or if negotiations continue beyond the termination date of this agreement, this agreement will remain in full force and effect during this time until the applicable provisions have been complied with under the *Labour Relations Code*.

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

4.0 Coverage

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

5.0 Discrimination

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

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

5.02 ENMAX and the union are committed to a workplace environment based on safety, trust, honesty, integrity, respect and dignity as per the Safe and Respectful Workplace standard. We recognize all employees/members have a role to play in fostering and maintaining a workplace that is free from harassment, discrimination, threats and violence.

6.0 Check Off

6.01 All employees covered by this agreement shall be subject to deduction of Union Dues (in accordance with the Rand Formula) and/or assessments (excluding fines) from pay as authorized by Local 38's By-laws. Initiation fees for Union members shall be deducted upon the Union's request, with the concurrence in writing by the affected employee. ENMAX agrees to deduct Union Dues on a calculated daily basis for all employees who work less than a standard bi-weekly pay period.

6.02 Union deductions shall be made from each payroll and shall be forwarded to the Union. The deductions along with a list of employees for whom deductions have been made shall be sent to the Union within ten (10) days.

6.03 ENMAX agrees that when new employees are hired by ENMAX and who come under Local 38's bargaining jurisdiction, ENMAX shall schedule time for a union representative to meet with the employees and provide them with the following union information:

1) a membership application card,
2) a copy of the current collective agreement,
3) a copy of a Union leaflet that shall contain other pertinent Union data such as names of officers, stewards and phone numbers

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

6.05 Biannually, ENMAX will provide the Union with employee ID, first name, last name, personal email, personal phone number, home address and seniority. This list will be forwarded to the Union in a protected electronic format or as otherwise agreed to by the Employer and Union.

7.0 Employees

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

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

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

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

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

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

7.07 **Seniority and Service**

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

7.08 **Benefits**
All Employees who average twenty (20) scheduled hours per week or more, will be eligible for benefits as defined by the Your Plan Benefits Plan agreement.

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

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

7.10 **Temporary Positions Reviews**
Employees occupying limited term positions shall have performance status reports prepared in their third (3rd) and fifth (5th) months of employment. Should the position go beyond five (5) months in duration, the Employee may request one additional final performance status report prior to the position ending.

8.0 Grievance Procedure

8.01 A grievance shall be defined as any difference between the parties to or bound by this agreement concerning its interpretation, application, administration or any alleged violation of this agreement.

8.02 No grievance shall be considered except under the terms of the following procedure.

8.03 All grievances submitted in writing shall be in a form satisfactory to the Union and the Employer, and copies at all steps shall be sent to Employee & Labour Relations or designate. Employer replies to grievances at all steps shall be sent to the grievor and the Union.

8.04 All person(s) aggrieved shall have the right to be present at all steps of the grievance procedure.

8.05 No grievance shall be considered where circumstances giving rise to the grievance should reasonably have been known to the employee more than ten (10) working days prior to the first filing of the grievance.

8.06 For the submission of grievances as provided herein, "working days" shall be considered as the days in which ENMAX's offices are open to the public for the transaction of regular business.

8.07 When a dispute involving a question of general application or interpretation of this agreement occurs, or where the Union has a grievance, Step One of the grievance procedure may be by-passed. At Step Two, the grievance will be heard by the Chief Human Resources Officer.

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

8.08 The aggrieved employee (or group of employees) shall have the case presented by the Business Agent, Union Representative, Shop Steward or

Executive Officer of Local 38. At the Informal Discussion Stage and Step One only, the employee(s) may present the case personally.

8.09 **Grievance Steps**

Grievances shall be dealt with progressively in the following manner:

Informal Discussion

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

Step One

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

Step Two

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

Step Three

If a satisfactory settlement is not obtained at Step Two, the grievance shall be submitted within three (3) working days to the President and CEO who shall hear the grievance within five (5) working days and shall render a decision within ten (10) working days from the date the grievance is heard.

Step Four

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

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

9.0 Arbitration

9.01 If a satisfactory settlement is not reached through the grievance process, the grievance may be referred by ENMAX or by the Union to an Arbitration Board for final and binding settlement. The party submitting the grievance to arbitration will advise the other party of their intent to proceed to arbitration and name their nominee to the Arbitration Board within thirty (30) calendar days of the date the decision of Step Three of the grievance procedure is received. The Arbitration Board shall be composed of one (1) appointee by ENMAX, and one (1) appointee by the Union and a mutually agreed upon Chairperson.

9.02 Appointment, power, and decisions of the Arbitration Board shall be in accordance with the applicable provisions of the *Labour Relations Code*.

9.03 The parties may by mutual agreement elect arbitration by a single Arbitrator under the provisions of the *Labour Relations Code*. If the parties are unable to mutually agree to finalization by a single Arbitrator the grievance shall be settled by an Arbitration Board as provided for above.

9.04 The Arbitration Board or the Arbitrator is requested to meet within three (3) months following appointment and the parties further request that a decision be rendered within one (1) month of the hearing.

9.05 The Arbitration Board may direct the Employer to reinstate the employee and pay to the employee a sum equal to their wage loss by reason of the unjust suspension or unjust dismissal or such lesser sum as, in the opinion of the Arbitration Board, is fair and reasonable or the Board may make such other orders as it considers fair and reasonable having regard to the terms of the Collective Agreement.

10.0 Standard Hours of Work

10.01 Regular hours of work for full time employees will total forty (40) hours per week.

10.02 Standard hours of work are from 7:00 a.m. to 5:00 p.m. Employees will work their eight (8) hours within this range. Start and finish times are subject to operational requirements and will be scheduled by Management by giving consideration to employees' personal requirements.

10.03 Employees will work eight (8) hours per day Monday through Friday and will be entitled to twelve (12) flex days annually, two (2) of them scheduled during the Christmas shutdown. The remaining ten (10) flex days can be used throughout the year. All flex day requests must be approved in advance by the supervisor. Employees receiving flex days pursuant to

this clause will be paid for seventy six point three (76.3) hours bi-weekly in recognition of those days off.

If an employee is required by the company to work any day(s) during the Christmas shutdown period specified each year, the equivalent number of days will be credited back to the employee as flex days.

As part time employees are not entitled to flex days, the Christmas shutdown period does not apply and these days are seen as regular work days.

Employees leaving ENMAX, for any reason, will be paid out the pro-rated portion of their flex days earned but not taken for the year. In the event that flex days were overtaken, the overused flex days will be recovered from the final pay. These amounts will be calculated at straight time.

10.04 **Saturday and Sunday Shifts**

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

10.05 **Shift Work**

Employees covered by this agreement shall receive a shift differential of **$1.14** per hour for all hours that are worked between 5:00 p.m. and 7:00 a.m. When fifty percent (50%) or more of a shift falls within these hours, the shift premium will be paid for all hours of the shift.

10.06 **Rest Periods**

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

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

Employees who work more than six (6) hours are entitled to a one (1) hour unpaid lunch break. If mutually agreed by management and the employee, the lunch break may be reduced to one-half (1/2) hour, and start/stop time will be adjusted accordingly.

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

11.0 Work Schedules

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

An emergency is a sudden, urgent or unexpected occurrence or occasion which requires immediate action (e.g. public state of emergency, major storm damage, etc). In the event of an emergency, Management will make every reasonable effort to advise the Union of any work schedule changes.

All other pay provisions in the Collective Agreement shall apply (e.g. overtime, shift differential, etc.).

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

12.0 Compensating Time Off

12.01 Certain positions are recognized as not conforming to the standard daily hours. These positions may work hours other than the standard daily hours, but shall not exceed forty (40) hours per week, Monday to Friday inclusive. Any employees in said positions who work in excess of forty hours per week shall receive compensating time off at a rate of double (2x) time off for each hour worked in excess of forty (40) hours. If an employee is required to work during the weekend (Saturday/Sunday) the employee shall have the right to take compensating time off or be paid the prevailing overtime rate. Methods of compensation for weekend work shall be arranged by the employee with the supervisor in charge prior to working the extra time and shall be approved in writing by a supervisor so authorized.

13.0 Overtime

13.01 Overtime shall be calculated on the basis of double (2x) time for hours in excess of the normal daily hours, for hours worked on regular days off and emergency calls. Overtime calculations shall be based on base hourly rate and shall not include shift differential or any other premiums.

Management will only direct overtime to be worked where the work is required to be performed to meet operational deadlines. Overtime will only be paid where the manager provides prior explicit authorization for the employee to work overtime.

13.02 Overtime for full time employees shall be calculated on the basis of the regular working hours.

13.03 Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate. The employee must designate at the time of work, their choice of cash payment or lieu time. The banking of time off in lieu of overtime shall be limited to a maximum of one hundred and sixty (160) hours at their regular rate of pay. The taking of lieu time off to be mutually agreed between the employee and management. Any overtime accumulated by an employee and not taken as time off prior to December 31st of each year shall be paid out, however any overtime accumulated during the month of December can be carried over into the following year.

13.04 In the giving out of overtime, ENMAX agrees that such overtime will be distributed as equally as possible among members of the work group or sub-department concerned.

13.05 On-call and part time employees will be eligible for overtime when working in excess of eight (8) hours in a day or forty (40) hours in a week or the daily and weekly hours of work as determined for the work area. These employees are not eligible for flex days, however, should these employees work in excess of one hundred and fifty-two point six (152.6) hours at straight time over two (2) consecutive pay periods they will be eligible for overtime for all hours in excess of one hundred and fifty-two point six (152.6).

14.0 Call In

14.01 Where an employee is called in by Management and it does not immediately precede or follow their regular hours of work, they shall receive a minimum of two (2) hours at double (2x) time.

14.02 Extensions of the day's work which are interrupted by a supper break in excess of two (2) hours shall be paid as call in regardless of prior notification having been given. Extension of the day's work which is expected to last in excess of two (2) hours shall include a twenty (20) minute lunch break on ENMAX time.

15.0 Stand By Pay

15.01 Standby service may be retained as required. Employees held on standby shall be paid for standby service on the following basis:

An employee on standby will receive one and one half (1.5x) times their applicable rate per twenty four (24) hour period.

If the employee is scheduled for standby on a day of rest or statutory holiday, the employee will receive two (2x) times their applicable rate per twenty four (24) hour period. Standby allowance will only be paid to employees officially designated by Management for such duty.

15.02 Where an employee is directed to be personally available to the operation as per Article 15.01, and is subsequently required to perform work without physically attending the worksite (e.g. via telephone), the employee will be provided a minimum of one (1) hour's pay or pay for actual time worked, which ever is greater, both at two (2x) times their hourly rate.

Any subsequent work performed within one (1) hour of the commencement of the initial work will be included in the calculation of actual time worked but will not trigger an additional one (1) hour minimum.

16.0 Transfers & Promotions

16.01 When a vacancy occurs or a new position is created in any department, such vacancies or new positions shall be filled from the staff of the department or members of the bargaining unit provided that the applicant can qualify and has seniority as defined. Where Management considers some permanent employees in higher or equivalent positions, or the senior employee in the immediately subordinate position in the immediate or related work group, within the department to be suitable, Management may offer the position to such employees in descending order of their seniority without posting the position. Where ENMAX has decided to advertise the vacant or newly created position outside ENMAX's service, ENMAX agrees that applications received will not be considered until all applications from employees within the bargaining unit have been assessed.

16.02 It is further agreed that Management shall have the sole right to make the decision as to whether vacant positions shall be posted. Upon a vacant position being posted it is understood between the parties that the position shall be posted on a service-wide basis for a period of not less than five (5) nor more than fifteen (15) working days, unless otherwise mutually agreed in writing. The Union will be consulted in the event the position cannot be filled within a five (5) week period from the date the posting

closes. The qualifications for the position will be reviewed if the position is not filled by any of the applicants and Management decides to re-post.

16.03 Education, training, experience and ability shall be considered in transfers and promotions. Where these factors are judged to be relatively equal, seniority shall be the determining factor. Qualifications may not be established in a discriminatory manner.

16.04 Seniority is defined as the length of service in the bargaining unit since most recent date of hire except as provided in Article 31.02. An employee's seniority date shall be adjusted to account for any leaves of absence without pay that exceed (thirty) 30 consecutive days, except as specifically provided in Article 26.03.

16.05 As part of the normal posting process, a copy of all ENMAX postings shall be forwarded to the Union. Within ten (10) days from the date of appointment to CUPE positions, the Union will be notified, in writing, of the appointee's name.

16.06 All permanent employees promoted or transferred under the provisions of Article 16 shall serve a three (3) month trial period in their new position. In the second (2nd) month employees shall have a performance status report prepared. Should an employee receive an unsatisfactory report, the employee's attention will be drawn to the part of the form which indicates the employee's option to grieve.

16.07 Permanent employees shall be permitted, or may be required by management, to revert to their previous permanent position during the three (3) month trial period stated in Article 16.06. Employees must have completed a probationary or trial period in their previous position to have these reversion rights. Employees going beyond the stipulated three (3) months due to the employee accepting one (1) or more positions will be eligible for redeployment should they be unsuccessful in the new position.

Permanent employees, promoted or transferred from a permanent position under the provisions of Article 16, to a limited term position shall retain seniority, for up to twelve (12) months, in the permanent position from which they were promoted or transferred and for which they have completed a probationary or trial period. Such employees will be returned to their former position and salary rate without loss of seniority at the expiry of the limited term position or the twelve (12) month period, whichever is less, unless previously reverted at their own or Management's request. Employees going beyond the stipulated twelve (12) months will be eligible for redeployment at the end of the limited term position.

Any permanent employee displaced as a result of movement under this Article will, if applicable, be returned to their former permanent position.

16.08 The Union shall be notified when members of Local 38 transfer or are promoted to positions within ENMAX not represented by Local 38. Such employees shall retain seniority in the position from which they were transferred or promoted consistent with Article 16.07 and in accordance with the time periods expressed therein. Employees shall continue to pay Union dues to Local 38 during this period based on the rate paid to employees immediately prior to such transfer or promotion.

17.0 Temporary Assignments to Higher Rated Positions

17.01 Employees who are assigned to perform the major duties and responsibilities of a higher rated position in the bargaining unit will be paid ten (10) percent higher than their base pay grade for all hours the employee was working in the higher rated position. At no time will relief pay surpass Step Five of the salary range for the position they are relieving in.

17.02 Employees will continue to accrue time towards future increments in their base position while relieving in a higher rated position. Employees who have obtained Step Five of their salary range of their base position will accrue time towards increments during a relief assignment within the salary range for the position they are relieving in.

Employees at Step Five of the salary range of their base position, who become eligible for an incremental increase during a relief assignment, will be moved to the step within the relief position salary range that is next highest to that which they are entitled to under Article 17.01.

17.03 The employee who has become eligible to receive the additional increment as described in Article 17.02, will continue to accrue time towards future increments for the duration of the relief.

Once the relief has ended, if the employee returns to the same or similar position within three (3) months any time accrued towards a step increment will remain in effect.

17.04 When an employee is requested to perform the major duties and responsibilities of a position outside the bargaining unit, they will first discuss the rate of pay with the supervisor / manager.

The rate of pay will be by mutual agreement but at no time less than five (5) percent above the employees' current rate of pay. In the event the

employee and supervisor are unable to agree on the rate of pay the employee has the right to decline the assignment.

17.05 Upon being appointed permanently to the higher rated position, an employee will receive a pay rate not less than they would receive under the immediately foregoing regulations for temporary relief of the higher rated position.

17.06 In the assignment to higher rated positions, ENMAX agrees that such assignments will be distributed as equally as possible amongst those members of the department or sub-department concerned who are able to perform the required work.

Employees offered the opportunity to relieve in a higher rated position have the ability to decline such a request.

18.0 Temporary Work within the Bargaining Unit

18.01 The parties agree that ENMAX may use outside employment agencies for short-term, temporary support and will pay the Union the applicable percentage to reflect Union dues associated with that position (payment will be provided by either the agency or ENMAX). The rate for dues paying purposes only, will be established using the average of the **2025** rates paid**, $29.88**, and will be subject to annual negotiated increases.

18.02 The maximum time period for use of employment agency employees will be three (3) months unless otherwise mutually agreed to in writing.

18.03 ENMAX will ensure that employment agency employees receive no less than the Step One (1) rate of pay for the position to which they have been assigned.

19.0 Job Evaluation – General Principles

19.01 ENMAX agrees that at any time should it wish to exempt any position or employee from Local 38's bargaining unit it shall first discuss same with the Officers of Local 38 and failing agreement between the parties it shall be submitted to the Labour Relations Board for settlement.

19.02 ENMAX and the Union agree to establish and maintain a joint job evaluation committee.

19.03 ENMAX and the Union agree to accept the job evaluation system/processes/procedures/manuals and ratings for all positions in each job family and/or classification as established by the Joint Job Evaluation Committee.

19.04 The Job Evaluation Committee shall be comprised of two (2) members with one (1) member from the Union and appointed by the Union, and one (1) member from Management and appointed by ENMAX. One (1) person from Human Resources shall act as a non-voting Chairperson. Each Committee shall meet at least once per month, unless there are no positions to be rated. It shall be incumbent on a Committee to make every reasonable effort to reach a decision on all positions referred to it.

19.05 It is the responsibility of the committee to determine the appropriate classification and job family based on the descriptions and the information submitted by the incumbent and supervisor.

19.06 When ENMAX experiences difficulty in recruiting employees for certain positions because of the rate of pay required by the market place, ENMAX shall have the right to set Out of Schedule pay rates above the evaluated pay rates. The Union will be notified of Out of Schedule positions, pay rates and changes thereto. All incumbents in positions identical to that which is adjusted because of the market will be moved on a Step to Step basis to the Out of Schedule pay rate. Increments in the Out of Schedule pay rates will be earned in accordance with the policy affecting the evaluated pay rate. Salary anniversary date will not be changed.

19.07 Employees receiving Out of Schedule pay rates will be given six (6) months notice in writing of any reduction or cancellation of the Out of Schedule rates and be returned to the evaluated rate on a Step to Step basis. All employees to whom this Article is applicable shall be notified of the evaluated rate of the Job Classification.

19.08 ENMAX will advise persons in over-range positions of sources available and the ENMAX policy for retraining. Over-range employees, upon request will have those resources made available, however, any advancement will only be made through the normal procedure of filling vacancies.

20.0 Establishment of New Positions

20.01 Upon receipt of an approved Departmental request for an additional established position, Compensation in Human Resources Department will conduct a preliminary review, establish the position, and assign a tentative classification. After the new position has been filled for at least six (6)

months, the Compensation Section will prepare a current job analysis report for presentation to the Job Evaluation Committee.

20.02 The Job Evaluation Committee shall evaluate the position on the basis of the information presented in the job analysis report and shall make every reasonable effort to reach a decision on the position.

20.03 Rates and conditions shall be effective at the date of commencement of the position.

20.04 The incumbents of new positions that have been evaluated shall be informed by the Compensation Section within one (1) month of the classification of their position, with copies to both Management and the Union.

21.0 Request for Review Based Upon Change in Duties

21.01 In the event the duties assigned to a position have changed, the employee, or the Compensation Section may request a review of the position by the Committee. If the employee or the Compensation Section requests a review, the employee will be required to complete a Position Description Form and submit it to their supervisor for review and/or comment. The supervisor is required to review and submit the Position Description to the Compensation Section within thirty (30) days. The Compensation Section will interview the employee who initiated the request and the present incumbent if applicable, and prepare a current job analysis report for presentation to the Committee.

21.02 If a position is vacant at the time of the request for review, the Compensation Section will conduct a preliminary review and assign a tentative classification. After the position has been filled for at least six (6) months the Compensation Section will prepare a current job analysis report for presentation to the Committee.

21.03 Incumbents and initiators of the request for re-evaluation shall be informed within one (1) month of the classification of their position, with copies to both Management and Union.

21.04 Following the review by the Committee, any resulting change in classification shall be made retro-actively to the date of the request or to the date of changed duties, if such date can be positively identified. Any employee who requests a review and whose salary is over-ranged as a result of the review of the position by the Committee, shall have their salary rate maintained, with no further increases to the rate in effect one (1) month after the Committee's final decision. The salary rate shall

remain in effect until maximum of the applicable salary range equals or surpasses the employee's "red-circled" rate.

21.05 When the Compensation Section requests a review based on a change of duties or as a result of a Management re-organization, any resulting change in classification shall be made retroactively to the date of request, or to the date of changed duties, if such date can be positively identified. Any employee whose salary is over-range as a result shall receive normal increments in the previously established classification for the position and any general increases for a three (3) year period (green-circled), as long as that employee remains in that position, after which "red-circling" will become effective.

22.0 Appeals to Committee Decisions

22.01 A Job Evaluation Review Panel shall be established in the event of an appeal of a Job Evaluation Committee decision or the event that the Job Evaluation Committee is unable to reach a decision. The Job Evaluation Review Panel which will be comprised of three (3) members from the Union and appointed by the Union and three (3) members from Management appointed by ENMAX. One (1) person from Compensation in Human Resources shall act as a non-voting Chairperson who shall present the Review Panel with the job analysis report. The Review Panel shall meet at least once per month, unless there are no positions to be rated. It shall be incumbent on the Review Panel to make every reasonable effort to reach a decision on all positions referred to it. Following the Review Panel's decision, the provisions of Article 20.03, 21.04 or 21.05, whichever is applicable, shall apply.

22.02 An employee who has been notified that their position has been evaluated by the Job Evaluation Committee, in accordance with Article 20.04 and 21.03 shall have the right to submit an appeal to the Job Evaluation Review Panel. Such an appeal must be submitted within thirty (30) calendar days of being notified of the Job Evaluation Committee's decision.

22.03 In addition, within thirty (30) calendar days of being notified of the Job Evaluation Committee's decision, Management and the Union shall be permitted to appeal the Job Evaluation Committee's rating to the Review Panel.

22.04 Following the Review Panel's decision, any further request for a review shall be made in accordance with Article 21.01 or 21.05.

22.05 In the event that the Review Panel is unable to reach a decision as to the appropriateness of the job family and/or classification for a new position or an existing position, Management or the Union may advance the dispute to arbitration in accordance with Article 9. The submitting party must advance the dispute to arbitration within thirty (30) calendar days of the Review Panel meeting where the Panel members inform the Chairperson they are unable to reach a decision.

The authority of the arbitrator or arbitration board is limited to determining the appropriate job family and/or classification, including the establishment of the wage rates to be included in Schedule A.

23.0 Position Elimination and Redeployment and Lay Off

23.01 In the event it becomes necessary to reduce the **work**force for reasons of lack of work, the Employer shall approach the position-eliminated employee and offer them two (2) options, either severance as per the formula contained within Article 29 or redeployment (pursuant to Article 23). If the Employer chooses to not offer severance, the Employer must pursue the redeployment process pursuant to Article 23.03. **The provisions of this article are only applicable to permanent employees.**

23.02 If the employee is offered severance and accepts the severance, their employment shall be terminated and no redeployment or recall rights shall be available to them. If the employee is offered severance and declines the offer, management is obligated to pursue the redeployment process according to Article 23.03.

23.03 If the employee chooses redeployment, the Employer shall embark upon the following redeployment process: (a) vacancies in the same pay grade, for which the employee is qualified, are canvassed first. (b) If no vacancies are found, other vacancies in lower pay grades can be canvassed or else the employee can choose to bump the most junior employee out of their position, as long as the position sought after is of the same pay grade (or lower) as the position-eliminated job and the position-eliminated employee is qualified for that job. If bumping is chosen, bumping shall occur in the following order:

First: Temporary employees

Second: Probationary employees

Third: Permanent employees in order of seniority

If the redeployment process has been pursued and an alternate position has been found, the employee will be placed into that new position at the pay rate assigned to that new position. The employee will not receive severance pay.

If the redeployment process has been pursued and an alternate position has not been found, the employee will have the choice to receive severance pay pursuant to the formula contained within Article 29, or to commence layoff subject to the Recall provisions within Article 24. If an employee elects severance their employment will be terminated and rights to redeployment and recall will not be available. If an employee elects layoff and is not offered re-employment within the twelve (12) month recall period, termination pay shall be in accordance with Employment Standards and severance will not be provided.

23.04 In situations where a business transaction may result in position elimination(s) the Employer agrees to meet with the Union, prior to effecting the transaction, to review the nature of the reduction(s) and discuss options to lessen the impact on affected employees.

23.05 In the event of lay off, ENMAX shall make every effort to absorb present staff rather than fill vacancies normally occurring through resignations, retirement, promotion or other reasons. In the event of a position elimination where redeployment is being pursued, Management shall first review the nature of the redeployment with the Union.

23.06 The parties recognize that there may be some unique situations where, not due to lack of work or position elimination, it is in the best interest and desire of the Employer and an employee that severance be offered to that employee. In those situations, and at the discretion of the Employer, the Employer may offer severance to an employee after first having discussed the situation with the Union. The employee may refuse the offer of severance and their employment will continue as if such an offer had not been made. If the employee accepts such an offer, they will receive severance pursuant to the formula contained in Article 29 and their employment will be terminated, and rights to redeployment and/or recall will not be available.

23.07 In the event that ENMAX pursues business alternatives that result in a reduction of work, the parties agree to jointly discuss potential impacts on affected employees and agree to consider options to mitigate the impacts. Options considered may include retraining, redeployment, severance, and/or retirement transition.

24.0 Recall

24.01 If a vacancy in an established position arises in a classification in a work group formerly reduced, permanent employees previously removed from that classification and redeployed, will be offered the opportunity once only, in order of seniority, to return to their former jobs. This right to return without posting shall be in effect for twenty-four (24) months from the date of removal.

24.02 If the work force is to be increased, former permanent employees shall be offered re-employment in order of seniority provided they are qualified and able to perform the required work satisfactorily. Such employees subject to re-employment shall be notified by double registered mail to the last address provided by the employees.

24.03 An employee who has been recalled must notify ENMAX of their intention to return to work within five (5) working days from the time the recall has been received by the employee.

24.04 An employee must report to work within fifteen (15) calendar days from the date of their acceptance of recall. If offered re-employment and the former employee does not notify ENMAX of their intention, refuses re-employment to a full time established position, or does not report for work as required after acceptance, they shall lose any rights under this Article.

24.05 Any employee not re-employed within twelve (12) months of their layoff shall lose any rights under this Article.

24.06 Former employees re-employed under Article 24 shall have their service date reflect service previously accumulated to date of lay off.

25.0 Loaning of Employees

25.01 An employee may be loaned to any other private business firm or municipality for the purpose of giving or receiving instructions in their particular line of work, if approved by ENMAX, and shall not forfeit any of their seniority rights. During such loan period the employee will be required to pay the usual levies for sickness and non-occupational accident benefits, group insurance, Workers' Compensation, pension fund, and any other levies which are proper to be made, on the basis of their average earnings over a period of the six (6) months immediately preceding the date of being loaned.

26.0 Leaves of Absence

General:

26.01 Any employee desiring leave of absence shall submit a request to their Manager. Should such application be refused, the employee shall have the right to appeal directly to the applicable Vice President through the proper officials of CUPE Local 38. The decision of the Vice President shall be final and shall be communicated to the Union in writing. Where there is no Manager, the application shall be made to the Director.

Employees on leave of absence without pay in excess of thirty (30) consecutive calendar days shall not be eligible for any remuneration from ENMAX, including wages, or statutory holiday entitlement, nor shall there be any vacation credit for the period of leave unless otherwise stated in this Article.

Pursuant to Article 16.04, an employee's seniority date shall be adjusted and notwithstanding the definition of "Service" the employee's service date shall be adjusted to affect the entitlement date of vacation and any other service related entitlement, unless otherwise stated in this Article.

When an employee has been granted any leave of absence without pay for a period of more than thirty (30) consecutive days, unless otherwise stated in this Article, they shall be required to pay in advance both the employee's and the employer's share of the premiums for applicable benefits, and any other levies normally in force had such leave of absence not been granted.

Where any leave of absence without pay has been granted for a period of thirty (30) consecutive days or less, such employee shall be required to pay in advance the usual employee benefit premiums and other levies normally in force had such leave of absence not been granted.

Premium rate, amount, and required benefit coverage on a leave of absence, shall be determined by the appropriate benefits company.

26.02 **Union Leave**

Where it is necessary for an employee to make application for leave of absence to perform duties of any office in their local Union or of the parent Union, such request shall have priority over all other applications. During the absence of any employee on special leave of this nature, such employee shall retain their original seniority rights with no decrease in status, but without claim to any promotions effected during their absence on leave. An employee on Union leave of any duration shall not be affected by Article 26.01 when the Union reimburses ENMAX for the wage and benefit costs.

26.03 **Maternity Leave**

A pregnant employee, who has ninety (90) days of employment prior to the date of delivery shall be entitled to maternity leave without pay for a period not to exceed sixteen (16) weeks. A maternity leave is defined as the total time off work, before and after the birth of a child, this includes the health-related portion of the maternity leave. During the health-related portion of a maternity leave, the employee may be eligible for benefits as any other employee absent on sick leave. During the first six (6) months of pregnancy, such employee shall apply in writing for maternity leave, including advice to the Business Unit of the estimated delivery date and date of commencement of maternity leave. Maternity leave shall commence at the time designated by the employee, within thirteen (13) weeks of the estimated delivery date, but no later than the date of the birth of the child.

Recognizing in certain situations, pregnant employees may have an approved short term disability period prior to their maternity leave and/ or an approved vacation period at the end of their leave subject to operation requirements, these leaves can extend beyond twelve (12) months.

Recognizing the current reversion rights for limited term positions as stipulated in Article 16 is limited to twelve (12) months; where the maternity leave is extended and approved reversion right will be extended up to twenty one (21) months for eligible employees. This extension of reversion rights would apply to all permanent employees in the domino effect resulting from the maternity leave.

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

Notwithstanding the above, an employee who is pregnant shall not continue in their position following such time as, in the opinion of the employee's personal physician, and in consultation with Ability Management, their ability to carry out their assignment is limited by pregnancy. At this time the eligible employee may choose to be accommodated by alternate work which facilitates their health restrictions (if such is readily available and approved by the physician), or shall commence maternity leave, if the employee is within thirteen (13) weeks of their estimated delivery date. Employees who are accommodated in alternate work will not receive less than their regular pay.

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

26.04 **Adoption Leave**

Where an employee seeks leave of absence for the purpose of legal adoption, the employee shall be entitled to a leave of absence without pay, for a period not to exceed sixteen (16) weeks.

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

The terms and conditions applicable to adoption leave shall be the same as those which apply to maternity leave except that the leave of up to sixteen (16) weeks shall commence on the date on which the adoptive parent first obtains custody of the child being adopted and the health related portion of maternity leave does not apply.

Where both adoptive parents are employees of ENMAX, they may share the adoption leave, with the total leave not to exceed sixteen (16) weeks. The parents may be granted leave simultaneously, subject to operational requirements.

26.05 **Parental Leave**

A natural or adoptive parent, who is a permanent employee or a non-permanent employee with at least 90 days of employment is entitled to an unpaid parental leave of up to sixty two (62) weeks for the care of a new-born or adopted child. Parental leave will normally follow a period of maternity or adoption leave, however it must be completed within seventy eight (78) weeks from the date of delivery, or in the case of adoption, the date the child arrived home. If ENMAX employs both parents, they may share the leave, with the total not to exceed sixty two (62) weeks. The parents may be granted leave simultaneously, subject to operational requirements.

26.06 During such Maternity, Adoption and Parental leaves of absence, the employee will continue to accrue service and seniority in accordance with

the Collective Agreement and ENMAX will continue to pay its share of the benefits premiums.

26.07 **Paternity Leave**

An employee upon request may be granted paternity leave with pay for one (1) day for the purpose of attending to the birth of their child, or attending the spouse's release from hospital after giving birth, or on the day of first obtaining custody of a child who has been legally adopted.

26.08 **Overstayed Leave**

Where an employee overstays their leave of absence without permission of the Manager, they shall automatically forfeit their position with ENMAX, unless in the opinion of the Manager such overstay was justifiable.

26.09 **Military Leave**

In the granting of leave of absence for military purposes, it is agreed that the terms of such leave will be in accordance with the Employment Standards (Reservist Leave), and any regulations passed by ENMAX relative to ENMAX pension and group insurance contributions.

26.10 **Bereavement Leave**

Leave of absence with pay of seven (7) consecutive calendar days shall be permitted by the Manager, on request, in order to carry out the responsibilities incurred by the demise of the employee's relative: spouse, including common-law spouse, same gender spouse, child or step-child, parent, step-parent, step sibling, grandchild, guardian, parents-in-law, foster child, ward, sibling, sibling in-law, related dependent living in the household of the employee, or grandparent of the employee or spouse.

In addition to the above specified days, leave of absence without pay may be granted upon request, subject to the needs of the operation.

Employees serving vacation time shall not lose their entitlement for any bereavement leave for which they would otherwise qualify. Employees shall notify their Manager of the death of the relative, as soon as practical, in order to determine their entitlement for bereavement leave. Any period of vacation displaced, shall be reinstated for use at a later date.

26.11 **Leave to Visit a Terminally Ill Relative**

An employee may also elect to take some or all of their Bereavement Leave allotment to travel and attend to one of the relatives listed in Article 26.10 who is terminally ill, provided the following criteria is met:

a.) the employee must provide to their Manager a current medical certificate from a qualified medical doctor which deems that the person listed above is terminally ill; and,

b.) the employee will only be allowed to access the rights under this Article once per each twelve (12) month period, per relative listed above.

26.12 **Funeral Leave**

Leave with pay to attend funeral services only, of persons related more distantly than those listed in Article 26.10, may be granted at the discretion of the Manager.

26.13 **Examination Leave**

At the discretion of the Manager an employee shall be allowed the necessary time off with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications.

26.14 **Witness Duty**

Any employee who is subpoenaed as a witness in a civil case in which ENMAX Legal Department certifies ENMAX as having an interest, or where called as a witness in a criminal case which the ENMAX Legal Department certifies as a work of good citizenship, shall not suffer any net loss of pay while so serving.

26.15 **Domestic Violence Leave**

In the granting of leave of absence to support employees who are experiencing domestic violence, it is agreed that the terms of such leave will be in accordance with the Employment Standards (Domestic violence leave).

27.0 Union Officer's Rights

27.01 The Union shall list current appointments of Union Officers, Business Agents and Stewards in each work area with the Manager concerned, and such shall be recognized by Management as part of the Grievance

Procedure. A copy of such current list(s) of Union appointments shall be forwarded to Employee & Labour Relations or designate.

27.02 No grievance handling or Union activity shall take place on ENMAX property, at work sites, or during working hours, without the permission of the exempt supervisor responsible for that work area, and such permission shall not be unreasonably withheld.

27.03 The Local Union shall have the right to have the assistance of Representatives of the Canadian Union of Public Employees when dealing or negotiating with ENMAX.

27.04 No employee shall be required or permitted to make any agreements with the Employer or their representatives which directly conflicts with this agreement.

28.0 Warnings and Suspensions

28.01 When an employee is disciplined and the discipline is to be a matter of record the employee shall be given written particulars stating the reasons for the action and outlining the terms of the penalty (where applicable) and advised that the employee has the right to have the Local 38 Steward or other Union member present as an observer.

It is further agreed that after one (1) years' time any disciplinary or performance related document will be removed from the employee's personnel file in the Human Resources Department, their own department and in the Union's file and not held against the employee or Management in any way. Such documents will not include a Last Chance Agreement signed by the employee, the Union, and Management. Any accumulation of ten (10) or more days' absence from work (excluding approved vacation time) will be added to the one (1) year period.

28.02 Under the supervision of Management and by appointment, an employee has the right to see their official personnel file held in the Human Resources Department, or where their Department maintains an equivalent file, the Departmental personnel file.

28.03 When an employee is suspended for a minor misdemeanour, such suspension shall not go into effect until the following day after notice of suspension has been given in writing.

28.04 When employee(s) are exonerated, payment for lost time shall be made.

28.05 Should an employee be interviewed by Management for the purpose of determining disciplinary action, the employee shall be advised that they have the right to representation by a Union Representative.

29.0 Termination

29.01 Except for just cause, when a permanent employee is dismissed the employee shall be given notice, or pay in lieu thereof, as follows:

- Two (2) weeks per year of service for employees with five (5) years of service or less, or
- Two and a half (2.5) weeks per year of service for employees with greater than five (5) years of service, up to a maximum of fifty-two (52) weeks.
- A week shall be defined as 38.15 hours

Pay in lieu of notice will be calculated at the employee's current rate of pay and full time equivalency (FTE).

29.02 An employee who terminates in accordance with Article 29.01 shall be provided with career transition services.

29.03 Where an employee resigns they shall give ENMAX two (2) weeks' notice, in writing.

30.0 Wrongful Dismissals

30.01 An employee who has been wrongfully dismissed by ENMAX, and who is later exonerated shall not lose seniority and shall be compensated in full for all time lost.

30.02 Any employee desiring to appeal against their dismissal shall do so under the Grievance Procedure, and in such cases the Union may elect to omit the first step of the process. In doing so, they will file the grievance with the EVP or VP directly reporting to the President and CEO.

Failing satisfactory resolution, the grievance may be advanced to Step 3 of the grievance procedure.

30.03 The Union shall be notified in writing of all dismissals.

31.0 Re-Engagement of Former Employees

31.01 Where an employee leaves ENMAX's service or is dismissed for cause and is later re-engaged, their seniority shall date only from the date of re-engagement.

31.02 Where a permanent employee is laid off under Article 23 and is re-employed within twelve (12) months, their seniority date shall reflect seniority previously accumulated to their date of layoff.

32.0 Vacation

32.01 All employees covered by this agreement shall be entitled to accrue vacation with pay in accordance with the following:

- three (3) weeks, during the first (1st) year of service
- four (4) weeks, during the eighth (8th) year of service or 10 years work/life experience
- five (5) weeks, during the fifteenth (15th) year of service
- six (6) weeks, during the twenty-fifth (25th) year of service
- seven (7) weeks, during the thirtieth (30th) year of service.

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

Annual Vacation entitlements will be pre-populated in January of each year and can be taken in advance of actual accrual but in the event that the employment relationship ends the employee's final pay will be reconciled for overages.

The maximum current vacation time will be one and one half **(**1.5x**)** annual entitlement with any excess being paid out in **January of the next year**.

If an employee reaches a milestone with regard to vacation entitlement as detailed in Article 32.0, such entitlement will be recognized and prorated based on the anniversary date at the beginning of January of that same year.

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

32.02 General Holidays occurring during vacation periods shall be honoured and vacation will not be deducted for that day.

32.03 If employment is terminated and proper notice given, the employees in the bargaining unit shall be entitled to vacation pay on the following pro-rata calculation:

- three (3) weeks entitlement, six percent (6%);
- four (4) weeks entitlement, eight percent (8%);
- five (5) weeks entitlement, ten percent (10%);
- six (6) weeks entitlement, twelve percent (12%);
- seven (7) weeks entitlement, fourteen percent (14%).

32.04 Vacation pay for one (1) week vacation as defined above shall be forty (40) hours.

32.05 Employees may request to take up to five (5) days of their vacation entitlement in hourly increments. The remainder of their vacation entitlement for the year, shall be taken in periods of no less than one half (1/2) day. All vacation requests are subject to the agreement of the employee's supervisor.

33.0 Banking of Vacations

33.01 Employees, upon being entitled to three (3) weeks vacation, shall be entitled, upon written request, to save and carry forward to a future vacation period, one (1) week of annual vacation per annum to a maximum of six (6) weeks, subject to the written approval of the Department Head and the needs of the operation. Subject to the preceding conditions, an employee entitled to four (4) weeks or more vacation shall be entitled to save and carry forward to a future vacation period two (2) weeks of annual vacation per annum to a maximum of six (6) weeks. Such deferred vacation shall be paid at the employee's prevailing salary when taken. However, such deferred vacation shall only be taken subject to the needs of the department and shall not be taken in prime vacation periods as determined by the applicable department.

33.02 Employees may bank vacations provided the minimum provincially legislated vacation time is taken.

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

34.0 General Holidays

34.01 The following shall be defined as General Holidays:
New Year's Day
Family Day
Good Friday
Easter Sunday
Victoria Day
Canada Day
August Civic Holiday
Labour Day
National Day for Truth and Reconciliation
Thanksgiving Day
Remembrance Day
One-half (1/2) day on the working day preceding Christmas Day
Christmas Day
Boxing Day

All General Holidays proclaimed by the Province of Alberta and/or the Government of Canada shall also be recognized as General Holidays, except when replacing the named holidays, in which case the lieu General Holiday only shall be recognized.

34.02 All employees shall be entitled to pay for General Holidays as defined in Article 34.01.

34.03 No benefit shall be granted to any employee for any such General Holiday, if the employee is absent the working day immediately before or immediately following the holiday, unless approval for the absence is granted. If a General Holiday falls during a period of approved sick leave, the employee shall receive only their regular short term disability pay for which they are eligible.

34.04 Where a General Holiday falls on a Saturday or Sunday or on an employee's day off and such day is not worked by the employee, the employee shall be entitled to take a regular working day off in lieu of such holiday. Such day off to be mutually agreed upon, between the employee and their supervisor, and shall be taken not later than the end of the subsequent year's vacation.

34.05 Employees who work any General Holiday occurring during their regular work period shall be entitled to double time (2x) pay for hours worked plus straight time for the holiday. Shift workers shall receive a minimum of six (6) General Holidays off per year or lieu days thereof.

35.0 Occupational Health and Safety

35.01 An effective occupational health and safety program is dependent on a specific policy set by Management and made clear to all employees who accept safety operations as part of their normal responsibilities.

35.02 The Union agrees to select two (2) members to serve on the Health and Safety Committee to meet with representative(s) of the Health and Safety Division. Members of the Committee engaged in meetings and/or worksite inspections with a Health and Safety representative shall not suffer loss of regular pay or benefits.

35.03 Upon presentation of a proposed agenda the Committee may meet once a month to discuss health and safety concerns and make recommendations on matters affecting the health and safety of employees.

35.04 Subject to the exigencies of the operation, a committee member may wish the committee to conduct a worksite inspection in conjunction with the next meeting. A representative of the Health and Safety Division will arrange for the worksite inspection.

36.0 Sickness, Occupational and Non-Occupational Accident

36.01 It shall be the responsibility of the employee to give as much notification to their supervisor as is reasonable under the circumstances, prior to absence on account of illness. The employee shall notify their supervisor on the day prior to returning to work.

36.02 When an employee who is entitled to benefits under the applicable benefits company, sustains an occupational injury while in ENMAX's service, the employee shall receive such compensation that will equal their regular take home pay provided that any payments received from the Workers' Compensation Board are assigned to the applicable benefits company.

36.03 All employees on Short Term Disability will accrue time for current and future vacation until they move onto Long Term Disability.

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

All employees on Worker's Compensation will accrue time for current and future vacation based on the timelines for Short Term Disability. Once

they have reached the Long Term Disability timeline they will continue to accrue service towards future entitlements.

36.04 Employees are expected to schedule their medical/dental appointments for their days off. If it is not possible to schedule an appointment for their day off, they will be permitted up to twelve (12) hours per calendar year to cover lost work time for medical appointments.

An employee who is unable to schedule an appointment on their day off will schedule it as early in the day or as late in the day as possible to minimize the impact on the work unit.

37.0 Car Allowance

37.01 Employees who are required to use their personal vehicles for the purposes of performing their work duties may submit their kilometres driven to their manager for reimbursement at Canada Revenue Agency's current maximum rates.

38.0 Clothing

38.01 Where ENMAX requires safety equipment and/or clothing, ENMAX will provide the equipment and clothing to permanent employees only, at no cost to the employee. Issuing of the safety equipment and/or clothing will be at the discretion of Management.

38.02 Letter of Understanding #4 lists the clothing issued by ENMAX. This list is subject to amendment from time to time through discussions between ENMAX and Representatives of Local 38.

39.0 Short and Over Account

39.01 It is agreed that employees handling cash will receive no benefits from overages and will not be called upon to make up any shortages in their daily cash balances. A record now being kept of daily shortages and overages by employee will be maintained. The results of an examination, to be made at periodic intervals by the Management, will determine the actions to be taken.

40.0 Automation and Job Security

40.01 Management will assume all its responsibilities with regard to employees who may be affected by automation or mechanization. For this reason, Management agrees to set up retraining or refresher programs for employees thus affected. Management shall endeavour to give the Union notice of the implementation of new methods and discuss with the Union any action liable to cause manpower problems. If an employee cannot cope with technical or technological improvements, and has to transfer, and is able to do the work to which they transfer, they shall continue to receive the wage rate they enjoyed at the time of their transfer, until such time as the lower rate reached their former rate at the time of their transfer.

41.0 Pension Plan

41.01 ENMAX acknowledges that employees whose work falls under the scope of this collective agreement are members of the ENMAX Pension Plan, in the Province of Alberta, and come under the terms of reference of The Plan.

41.02 Employee contributions will be a minimum of two and one half percent (2.5%) less than employer contributions based on Normal Annual Actuarial Costs of the defined benefit pension plan.

42.0 Retroactivity

42.01 For **2026** all CUPE employees on the payroll on the date of ratification shall receive payment on salaries retroactive to January 1, **2026**.

43.0 Incremental Increases

43.01 Salary incremental increases will be as follows:

Step	**Increment**
Movement from Step One (1) to Step Two (2)	Twelve (12) Months
Movement from Step Two (2) to Step Three (3)	Twelve (12) Months
Movement from Step Three (3) to Step Four (4)	Six (6) Months
Movement from Step Four (4) to Step Five (5)	Six (6) Months
Movement from Step Five (5) to Step (6)	Experience Ratio & Performance

Salary incremental increases for the job families of Billing, Customer Service and Trainer/Technical Advisor will be as follows:

Step	Increment
Movement from Step One (1) to Step Two (2)	Six (6) Months
Movement from Step Two (2) to Step Three (3)	Six (6) Months
Movement from Step Three (3) to Step Four (4)	Twelve (12) Months
Movement from Step Four (4) to Step Five (5)	Twelve (12) Months
Movement from Step Five (5) to Step (6)	Experience Ratio & Performance

44.0 Copies of This Agreement

44.01 ENMAX shall undertake to arrange for the printing of sufficient copies of this Agreement within ninety (90) days of signing by both parties and shall accept the full cost.

45.0 Pay Days

45.01 All employees shall be paid on a bi-weekly basis. If the normal pay day is a non-working day, an effort will be made to pay on the working day immediately prior to the normal pay day.

46.0 Pay Schedules

46.01 ENMAX and the Union agree to accept the Classification and Pay Grade as shown in the attached Schedule A.

Signed this 28th day of August 2026, in the City of Calgary.

On behalf of ENMAX Corporation	On behalf of Local 38, Canadian Union of Public Employees
Curtis Gratton Curtis Gratton (Aug 28, 2026 14:38:12 MDT)	
Troy Garrecht Troy Garrecht (Aug 28, 2026 14:26:40 MDT)	Cherise Stock (Aug 28, 2026 17:49:53 ADT)
Teresa Hrycuik	Rahim Sumar Rahim Sumar (Aug 28, 2026 13:55:27 MDT)
Dwayne Calder (Aug 31, 2026 08:39:18 MDT)	Amelia Ressler (Sep 1, 2026 13:32:53 MDT)
Shaheed Moledina Shaheed Moledina (Aug 29, 2026 09:28:45 MDT)	Wendy Hupp (Sep 1, 2026 22:07:43 GMT+3)
Dax Head (Aug 28, 2026 14:46:34 MDT)	Janice Danyluk

Schedule A – C.U.P.E Job Family and Classification Structure 2026

* Please refer to the Intent Document for an explanation on eligibility for the Experience Ratio and Performance Step

Job Family	Level	ENMAX Job Code	1	2	3	4	5		Experience Ratio and Performance
Accountant	A	ACCA	$34.94	$37.13	$39.31	$41.50	$43.68		$45.86
	B	ACCB	$40.46	$42.98	$45.51	$48.04	$50.57		$53.10
	B/C	ACCBC	$44.79	$47.59	$50.39	$53.19	$55.99		$58.79
	C	ACCC	$49.14	$52.22	$55.29	$58.36	$61.43		$64.50
Accounting Assistant	C/D	ACACD	$34.34	$36.49	$38.64	$40.78	$42.93		$45.08
Administrative Assistant	A	ADAA	$24.02	$25.53	$27.03	$28.53	$30.03		$31.53
	B	ADAB	$27.28	$28.99	$30.69	$32.40	$34.10		$35.81
	C	ADAC	$32.30	$34.31	$36.33	$38.35	$40.37		$42.39
	C/D	ADACD	$34.25	$36.39	$38.53	$40.67	$42.81		$44.95
	D	ADAD	$36.20	$38.46	$40.73	$42.99	$45.25		$47.51
	E	ADAE	$40.73	$43.27	$45.82	$48.36	$50.91		$53.46
Administrator	A	ADMA	$23.46	$24.92	$26.39	$27.85	$29.32		$30.79
	B	ADMB	$25.70	$27.30	$28.91	$30.51	$32.12		$33.73
	C	ADMC	$31.58	$33.55	$35.52	$37.50	$39.47		$41.44
	C/D	ADMCD	$33.86	$35.98	$38.10	$40.21	$42.33		$44.45
	D	ADMD	$36.09	$38.34	$40.60	$42.85	$45.11		$47.37
	E	ADME	$40.50	$43.04	$45.57	$48.10	$50.63		$53.16
Billing	A	UBILA	$22.19	$23.58	$24.97	$26.35	$27.74		$29.13
	B	UBILB	$28.91	$30.72	$32.53	$34.33	$36.14		$37.95
	C	UBILC	$33.93	$36.05	$38.17	$40.29	$42.41		$44.53
Communications	B	COMB	$40.12	$42.63	$45.14	$47.64	$50.15		$52.66
	B/C	COMBC	$45.31	$48.14	$50.98	$53.81	$56.64		$59.47
	C	COMC	$50.47	$53.63	$56.78	$59.94	$63.09		$66.24
Customer Service Representative	A	UREPA	$22.19	$23.58	$24.97	$26.35	$27.74		$29.13
	B	UREPB	$28.91	$30.72	$32.53	$34.33	$36.14		$37.95
	B/C	UREPBC	$31.42	$33.39	$35.35	$37.32	$39.28		$41.24
	C	UREPC	$33.93	$36.05	$38.17	$40.29	$42.41		$44.53
Drafter	B	DRFB	$38.07	$40.45	$42.83	$45.21	$47.59		$49.97
	B/C	DRFBC	$40.98	$43.54	$46.10	$48.66	$51.22		$53.78
	C	DRFC	$44.03	$46.78	$49.54	$52.29	$55.04		$57.79
	D	DRFD	$49.46	$52.56	$55.65	$58.74	$61.83		$64.92
	E	DRFE	$58.01	$61.63	$65.26	$68.88	$72.51		$76.14
Employee Services	B	ESB	$36.69	$38.98	$41.27	$43.57	$45.86		$48.15
	CP	ESCP	$43.68	$46.41	$49.14	$51.87	$54.60		$57.33
Field Representative	A	FLDA	$32.51	$34.54	$36.58	$38.61	$40.64		$42.67

Schedule A – C.U.P.E Job Family and Classification Structure 2026 (Con't)

Job Family	Level	ENMAX Job Code	1	2	3	4	5	Experience Ratio and Performance
Analyst	A	ANA	$35.05	$37.24	$39.43	$41.62	$43.81	$46.00
	B	ANB	$43.01	$45.70	$48.38	$51.07	$53.76	$56.45
	C	ANC	$51.98	$55.23	$58.48	$61.73	$64.98	$68.23
	D	AND	$60.29	$64.06	$67.82	$71.59	$75.36	$79.13
Librarian	C	LIBC	$42.58	$45.25	$47.91	$50.57	$53.23	$55.89
Paralegal	B	LGLB	$39.65	$42.13	$44.60	$47.08	$49.56	$52.04
	C	LGLC	$43.62	$46.35	$49.08	$51.80	$54.53	$57.26
Programmer Analyst	A	PRGA	$40.50	$43.03	$45.56	$48.09	$50.62	$53.15
	B	PRGB	$44.85	$47.65	$50.45	$53.26	$56.06	$58.86
	C	PRGC	$53.76	$57.12	$60.48	$63.84	$67.20	$70.56
	D	PRGD	$64.02	$68.02	$72.02	$76.02	$80.02	$84.02
Records	B	RECB	$32.66	$34.71	$36.75	$38.79	$40.83	$42.87
	C	RECC	$36.09	$38.34	$40.60	$42.85	$45.11	$47.37
	D	RECD	$43.45	$46.16	$48.88	$51.59	$54.31	$57.03
Supply Chain	B	SCMB	$45.94	$48.81	$51.68	$54.55	$57.42	$60.29
	C	SCMC	$54.59	$58.00	$61.42	$64.83	$68.24	$71.65
Land Agent/Survey	B	SURB	$38.07	$40.45	$42.83	$45.21	$47.59	$49.97
	C	SURC	$44.03	$46.78	$49.54	$52.29	$55.04	$57.79
	D	SURD	$52.63	$55.92	$59.21	$62.50	$65.79	$69.08
Technical Services Analyst	A	TSAA	$38.75	$41.17	$43.60	$46.02	$48.44	$50.86
	B	TSAB	$46.00	$48.88	$51.75	$54.63	$57.50	$60.38
	C	TSAC	$55.58	$59.05	$62.52	$66.00	$69.47	$72.94
	C/D	TSACD	$59.81	$63.55	$67.28	$71.02	$74.76	$78.50
	D	TSAD	$64.02	$68.02	$72.02	$76.02	$80.02	$84.02
Technologist	A	TCHA	$29.90	$31.76	$33.63	$35.50	$37.37	$39.24
	B	TCHB	$32.56	$34.60	$36.63	$38.67	$40.70	$42.74
	C	TCHC	$36.74	$39.04	$41.34	$43.63	$45.93	$48.23
	C/D	TCHCD	$39.69	$42.17	$44.65	$47.13	$49.61	$52.09
	D	TCHD	$42.57	$45.23	$47.89	$50.55	$53.21	$55.87
	E	TCHE	$54.74	$58.17	$61.59	$65.01	$68.43	$71.85
	ES	TCHES	$50.69	$53.86	$57.02	$60.19	$63.36	$66.53
	DS	TCHDS	$42.18	$44.81	$47.45	$50.08	$52.72	$55.36
Trainer and Technical Advisor	A	TRNA	$36.23	$38.50	$40.76	$43.03	$45.29	$47.55
	AB	TRNAB	$38.99	$41.43	$43.87	$46.30	$48.74	$51.18
	B	TRNB	$41.76	$44.37	$46.98	$49.59	$52.20	$54.81
User Services	A	USSA	$35.26	$37.47	$39.67	$41.88	$44.08	$46.28
	B	USSB	$44.27	$47.04	$49.81	$52.57	$55.34	$58.11
	C	USSC	$48.13	$51.14	$54.14	$57.15	$60.16	$63.17
	C/D	USSCD	$53.48	$56.82	$60.17	$63.51	$66.85	$70.19
	D	USSD	$58.79	$62.47	$66.14	$69.82	$73.49	$77.16
Engineer In Training	A	ENGA	$42.57	$45.23	$47.89	$50.55	$53.21	$55.87

Schedule B – C.U.P.E Job Family and Classification Structure 2027

* Please refer to the Intent Document for an explanation on eligibility for the Experience Ratio and Performance Step

Job Family	Level	ENMAX Job Code	1	2	3	4	5	Experience Ratio and Performance
Accountant	A	ACCA	$36.17	$38.43	$40.69	$42.95	$45.21	$47.47
	B	ACCB	$41.87	$44.49	$47.11	$49.72	$52.34	$54.96
	B/C	ACCBC	$46.36	$49.26	$52.16	$55.05	$57.95	$60.85
	C	ACCC	$50.86	$54.04	$57.22	$60.40	$63.58	$66.76
Accounting Assistant	C/D	ACACD	$35.54	$37.77	$39.99	$42.21	$44.43	$46.65
Administrative Assistant	A	ADAA	$24.86	$26.42	$27.97	$29.53	$31.08	$32.63
	B	ADAB	$28.23	$30.00	$31.76	$33.53	$35.29	$37.05
	C	ADAC	$33.42	$35.51	$37.60	$39.69	$41.78	$43.87
	C/D	ADACD	$35.45	$37.66	$39.88	$42.09	$44.31	$46.53
	D	ADAD	$37.46	$39.81	$42.15	$44.49	$46.83	$49.17
	E	ADAE	$42.15	$44.79	$47.42	$50.06	$52.69	$55.32
Administrator	A	ADMA	$24.28	$25.80	$27.32	$28.83	$30.35	$31.87
	B	ADMB	$26.59	$28.25	$29.92	$31.58	$33.24	$34.90
	C	ADMC	$32.68	$34.72	$36.77	$38.81	$40.85	$42.89
	C/D	ADMCD	$35.05	$37.24	$39.43	$41.62	$43.81	$46.00
	D	ADMD	$37.35	$39.69	$42.02	$44.36	$46.69	$49.02
	E	ADME	$41.92	$44.54	$47.16	$49.78	$52.40	$55.02
Billing	A	UBILA	$22.97	$24.40	$25.84	$27.27	$28.71	$30.15
	B	UBILB	$29.92	$31.79	$33.66	$35.53	$37.40	$39.27
	C	UBILC	$35.11	$37.31	$39.50	$41.70	$43.89	$46.08
Communications	B	COMB	$41.53	$44.12	$46.72	$49.31	$51.91	$54.51
	B/C	COMBC	$46.90	$49.83	$52.76	$55.69	$58.62	$61.55
	C	COMC	$52.24	$55.51	$58.77	$62.04	$65.30	$68.57
Customer Service Representative	A	UREPA	$22.97	$24.40	$25.84	$27.27	$28.71	$30.15
	B	UREPB	$29.92	$31.79	$33.66	$35.53	$37.40	$39.27
	B/C	UREPBC	$32.52	$34.55	$36.59	$38.62	$40.65	$42.68
	C	UREPC	$35.11	$37.31	$39.50	$41.70	$43.89	$46.08
Drafter	B	DRFB	$39.41	$41.87	$44.33	$46.80	$49.26	$51.72
	B/C	DRFBC	$42.41	$45.06	$47.71	$50.36	$53.01	$55.66
	C	DRFC	$45.58	$48.42	$51.27	$54.12	$56.97	$59.82
	D	DRFD	$51.19	$54.39	$57.59	$60.79	$63.99	$67.19
	E	DRFE	$60.04	$63.79	$67.55	$71.30	$75.05	$78.80
Employee Services	B	ESB	$37.98	$40.35	$42.72	$45.10	$47.47	$49.84
	CP	ESCP	$45.21	$48.03	$50.86	$53.68	$56.51	$59.34
Field Representative	A	FLDA	$33.65	$35.75	$37.85	$39.96	$42.06	$44.16

Schedule B – C.U.P.E Job Family and Classification Structure 2027 (Con't)

Job Family	Level	ENMAX Job Code	1	2	3	4	5	Experience Ratio and Performance
Analyst	A	FBAA	$36.27	$38.54	$40.81	$43.07	$45.34	$47.61
	B	FBAB	$44.51	$47.29	$50.08	$52.86	$55.64	$58.42
	C	FBAC	$53.80	$57.16	$60.53	$63.89	$67.25	$70.61
	D	FBAD	$62.40	$66.30	$70.20	$74.10	$78.00	$81.90
Librarian	C	LIBC	$44.07	$46.83	$49.58	$52.34	$55.09	$57.84
Paralegal	B	LGLB	$41.03	$43.60	$46.16	$48.73	$51.29	$53.85
	C	LGLC	$45.15	$47.97	$50.80	$53.62	$56.44	$59.26
Programmer Analyst	A	PRGA	$41.91	$44.53	$47.15	$49.77	$52.39	$55.01
	B	PRGB	$46.42	$49.32	$52.22	$55.12	$58.02	$60.92
	C	PRGC	$55.64	$59.12	$62.60	$66.07	$69.55	$73.03
	D	PRGD	$66.26	$70.40	$74.54	$78.68	$82.82	$86.96
Records	B	RECB	$33.81	$35.92	$38.03	$40.15	$42.26	$44.37
	C	RECC	$37.35	$39.69	$42.02	$44.36	$46.69	$49.02
	D	RECD	$44.97	$47.78	$50.59	$53.40	$56.21	$59.02
Supply Chain	B	SCMB	$47.54	$50.52	$53.49	$56.46	$59.43	$62.40
	C	SCMC	$56.50	$60.04	$63.57	$67.10	$70.63	$74.16
Land Agent/Survey	B	SURB	$39.41	$41.87	$44.33	$46.80	$49.26	$51.72
	C	SURC	$45.58	$48.42	$51.27	$54.12	$56.97	$59.82
	D	SURD	$54.47	$57.88	$61.28	$64.69	$68.09	$71.49
Technical Services Analyst	A	TSAA	$40.11	$42.62	$45.13	$47.63	$50.14	$52.65
	B	TSAB	$47.61	$50.58	$53.56	$56.53	$59.51	$62.49
	C	TSAC	$57.52	$61.12	$64.71	$68.31	$71.90	$75.50
	C/D	TSACD	$61.90	$65.77	$69.64	$73.51	$77.38	$81.25
	D	TSAD	$66.26	$70.40	$74.54	$78.68	$82.82	$86.96
Technologist	A	TCHA	$30.94	$32.88	$34.81	$36.75	$38.68	$40.61
	B	TCHB	$33.70	$35.80	$37.91	$40.01	$42.12	$44.23
	C	TCHC	$38.03	$40.41	$42.79	$45.16	$47.54	$49.92
	C/D	TCHCD	$41.08	$43.65	$46.22	$48.78	$51.35	$53.92
	D	TCHD	$44.06	$46.81	$49.56	$52.32	$55.07	$57.82
	E	TCHE	$56.66	$60.21	$63.75	$67.29	$70.83	$74.37
	ES	TCHES	$52.46	$55.74	$59.02	$62.30	$65.58	$68.86
	DS	TCHDS	$43.66	$46.38	$49.11	$51.84	$54.57	$57.30
Trainer and Technical Advisor	A	TRNA	$37.50	$39.85	$42.19	$44.54	$46.88	$49.22
	AB	TRNAB	$40.36	$42.88	$45.41	$47.93	$50.45	$52.97
	B	TRNB	$43.22	$45.93	$48.63	$51.33	$54.03	$56.73
User Services	A	USSA	$36.50	$38.78	$41.06	$43.34	$45.62	$47.90
	B	USSB	$45.82	$48.69	$51.55	$54.42	$57.28	$60.14
	C	USSC	$49.82	$52.93	$56.04	$59.16	$62.27	$65.38
	C/D	USSCD	$55.35	$58.81	$62.27	$65.73	$69.19	$72.65
	D	USSD	$60.85	$64.65	$68.45	$72.26	$76.06	$79.86
Engineer In Training	A	ENGA	$44.06	$46.81	$49.56	$52.32	$55.07	$57.82

Schedule C – C.U.P.E Job Family and Classification Structure 2028

* Please refer to the Intent Document for an explanation on eligibility for the Experience Ratio and Performance Step

Job Family	Level	ENMAX Job Code	1	2	3	4	5	Experience Ratio and Performance
Accountant	A	ACCA	$37.43	$39.77	$42.11	$44.45	$46.79	$49.13
	B	ACCB	$43.34	$46.04	$48.75	$51.46	$54.17	$56.88
	B/C	ACCBC	$47.98	$50.98	$53.98	$56.98	$59.98	$62.98
	C	ACCC	$52.65	$55.94	$59.23	$62.52	$65.81	$69.10
Accounting Assistant	C/D	ACACD	$36.79	$39.09	$41.39	$43.69	$45.99	$48.29
Administrative Assistant	A	ADAA	$25.74	$27.34	$28.95	$30.56	$32.17	$33.78
	B	ADAB	$29.22	$31.05	$32.88	$34.70	$36.53	$38.36
	C	ADAC	$34.59	$36.75	$38.92	$41.08	$43.24	$45.40
	C/D	ADACD	$36.69	$38.98	$41.27	$43.57	$45.86	$48.15
	D	ADAD	$38.78	$41.20	$43.62	$46.05	$48.47	$50.89
	E	ADAE	$43.62	$46.35	$49.08	$51.80	$54.53	$57.26
Administrator	A	ADMA	$25.13	$26.70	$28.27	$29.84	$31.41	$32.98
	B	ADMB	$27.52	$29.24	$30.96	$32.68	$34.40	$36.12
	C	ADMC	$33.82	$35.94	$38.05	$40.17	$42.28	$44.39
	C/D	ADMCD	$36.27	$38.54	$40.81	$43.07	$45.34	$47.61
	D	ADMD	$38.66	$41.07	$43.49	$45.90	$48.32	$50.74
	E	ADME	$43.38	$46.10	$48.81	$51.52	$54.23	$56.94
Billing	A	UBILA	$23.77	$25.25	$26.74	$28.22	$29.71	$31.20
	B	UBILB	$30.97	$32.90	$34.84	$36.77	$38.71	$40.65
	C	UBILC	$36.34	$38.62	$40.89	$43.16	$45.43	$47.70
Communications	B	COMB	$42.98	$45.67	$48.36	$51.04	$53.73	$56.42
	B/C	COMBC	$48.54	$51.57	$54.60	$57.64	$60.67	$63.70
	C	COMC	$54.07	$57.45	$60.83	$64.21	$67.59	$70.97
Customer Service Representative	A	UREPA	$23.77	$25.25	$26.74	$28.22	$29.71	$31.20
	B	UREPB	$30.97	$32.90	$34.84	$36.77	$38.71	$40.65
	B/C	UREPBC	$33.66	$35.76	$37.86	$39.97	$42.07	$44.17
	C	UREPC	$36.34	$38.62	$40.89	$43.16	$45.43	$47.70
Drafter	B	DRFB	$40.78	$43.33	$45.88	$48.43	$50.98	$53.53
	B/C	DRFBC	$43.90	$46.64	$49.38	$52.13	$54.87	$57.61
	C	DRFC	$47.17	$50.12	$53.06	$56.01	$58.96	$61.91
	D	DRFD	$52.98	$56.30	$59.61	$62.92	$66.23	$69.54
	E	DRFE	$62.14	$66.03	$69.91	$73.80	$77.68	$81.56
Employee Services	B	ESB	$39.30	$41.76	$44.22	$46.67	$49.13	$51.59
	CP	ESCP	$46.79	$49.72	$52.64	$55.57	$58.49	$61.41
Field Representative	A	FLDA	$34.82	$37.00	$39.18	$41.35	$43.53	$45.71

Schedule C – C.U.P.E Job Family and Classification Structure 2028 (Con't)

Job Family	Level	ENMAX Job Code	1	2	3	4	5	Experience Ratio and Performance
Analyst	A	FBAA	$37.54	$39.89	$42.24	$44.58	$46.93	$49.28
	B	FBAB	$46.07	$48.95	$51.83	$54.71	$57.59	$60.47
	C	FBAC	$55.68	$59.16	$62.64	$66.12	$69.60	$73.08
	D	FBAD	$64.58	$68.62	$72.66	$76.69	$80.73	$84.77
Librarian	C	LIBC	$45.62	$48.47	$51.32	$54.17	$57.02	$59.87
Paralegal	B	LGLB	$42.47	$45.13	$47.78	$50.44	$53.09	$55.74
	C	LGLC	$46.74	$49.66	$52.58	$55.50	$58.42	$61.34
Programmer Analyst	A	PRGA	$43.38	$46.09	$48.80	$51.51	$54.22	$56.93
	B	PRGB	$48.04	$51.04	$54.05	$57.05	$60.05	$63.05
	C	PRGC	$57.58	$61.18	$64.78	$68.38	$71.98	$75.58
	D	PRGD	$68.58	$72.86	$77.15	$81.43	$85.72	$90.01
Records	B	RECB	$34.99	$37.18	$39.37	$41.55	$43.74	$45.93
	C	RECC	$38.66	$41.07	$43.49	$45.90	$48.32	$50.74
	D	RECD	$46.54	$49.45	$52.36	$55.27	$58.18	$61.09
Supply Chain	B	SCMB	$49.21	$52.28	$55.36	$58.43	$61.51	$64.59
	C	SCMC	$58.48	$62.14	$65.79	$69.45	$73.10	$76.76
Land Agent/Survey	B	SURB	$40.78	$43.33	$45.88	$48.43	$50.98	$53.53
	C	SURC	$47.17	$50.12	$53.06	$56.01	$58.96	$61.91
	D	SURD	$56.38	$59.90	$63.42	$66.95	$70.47	$73.99
Technical Services Analyst	A	TSAA	$41.51	$44.11	$46.70	$49.30	$51.89	$54.48
	B	TSAB	$49.27	$52.35	$55.43	$58.51	$61.59	$64.67
	C	TSAC	$59.54	$63.26	$66.98	$70.70	$74.42	$78.14
	C/D	TSACD	$64.07	$68.08	$72.08	$76.09	$80.09	$84.09
	D	TSAD	$68.58	$72.86	$77.15	$81.43	$85.72	$90.01
Technologist	A	TCHA	$32.02	$34.03	$36.03	$38.03	$40.03	$42.03
	B	TCHB	$34.87	$37.05	$39.23	$41.41	$43.59	$45.77
	C	TCHC	$39.36	$41.82	$44.28	$46.74	$49.20	$51.66
	C/D	TCHCD	$42.52	$45.18	$47.84	$50.49	$53.15	$55.81
	D	TCHD	$45.60	$48.45	$51.30	$54.15	$57.00	$59.85
	E	TCHE	$58.65	$62.31	$65.98	$69.64	$73.31	$76.98
	ES	TCHES	$54.30	$57.70	$61.09	$64.49	$67.88	$71.27
	DS	TCHDS	$45.18	$48.01	$50.83	$53.66	$56.48	$59.30
Trainer and Technical Advisor	A	TRNA	$38.82	$41.24	$43.67	$46.09	$48.52	$50.95
	AB	TRNAB	$41.78	$44.39	$47.00	$49.61	$52.22	$54.83
	B	TRNB	$44.74	$47.53	$50.33	$53.12	$55.92	$58.72
User Services	A	USSA	$37.78	$40.14	$42.50	$44.86	$47.22	$49.58
	B	USSB	$47.42	$50.39	$53.35	$56.32	$59.28	$62.24
	C	USSC	$51.56	$54.78	$58.01	$61.23	$64.45	$67.67
	C/D	USSCD	$57.29	$60.87	$64.45	$68.03	$71.61	$75.19
	D	USSD	$62.98	$66.91	$70.85	$74.78	$78.72	$82.66
Engineer In Training	A	ENGA	$45.60	$48.45	$51.30	$54.15	$57.00	$59.85

Letters of Understanding

Letter of Understanding #1

BETWEEN
ENMAX CORPORATION
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38

LOU #1 - Re: Alternate Hours of Work for Planners, Drafting Employees & Surveyors

The parties recognize that there may be a business need for planners, drafting employees and/or surveyors to have their hours of work aligned with field crews, the majority of which operate under a different collective agreement.

Accordingly, if any planners, drafting employees, surveyors, or the Management of said groups of employees request alternate hours of work so as to better align with the field crews, said request shall not be unreasonably denied by the other party. Any denial must be based upon operational requirements including scheduling requirements that may be necessitated by having a work group all work the same schedule. Alternate hours of work under this arrangement would be eight and one half (8.5) hours per day, Monday through Friday. Employees will be entitled to every other Monday or Friday off. These days will be scheduled and taken as they occur or overtime will be paid.

The Company reserves the right to cancel this alternate hour's agreement for any new employees after the date of ratification of this MOS (2014) by providing thirty (30) calendar days' written notice to the effected employee(s) citing the business case and rationale for doing so.

The employees who are on this schedule on the date of ratification of the 2014 MOS will be grandfathered until such time as they voluntarily vacate their position.

Signed this 28th day of August 2026

On behalf of ENMAX Corporation

Curtis Gratton
Curtis Gratton (Aug 28, 2026 14:38:12 MDT)

Curtis Gratton
Director, Human Resources Delivery
ENMAX Corporation

On behalf of Local 38
Canadian Union of Public Employees

D'Arcy Lanovaz
President
CUPE Local 38

Letter of Understanding #2

BETWEEN
ENMAX CORPORATION
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38

LOU #2 - Re: Retirement Bonus

ENMAX is committed to continuing with current practices regarding retirement bonuses until such time as a policy regarding retirement bonuses is instituted. Any change in policy will not result in any lesser benefit.

Signed this 28th day of August 2026

On behalf of ENMAX Corporation

Curtis Gratton
Curtis Gratton (Aug 28, 2026 14:38:12 MDT)

Curtis Gratton
Director, Human Resources Delivery
ENMAX Corporation

On behalf of Local 38
Canadian Union of Public Employees

D'Arcy Lanovaz
President
CUPE Local 38

Letter of Understanding #3

BETWEEN
ENMAX CORPORATION
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38

LOU #3 - Re: Educational Allowance

Educational Allowance

ENMAX Corporation will pay the cost of all external technical training that Management directs staff to take.

Employees wishing to pursue external professional development courses/programs may consult with their managers regarding the availability of reimbursement for courses. The process to be followed shall be:

a) Employees will submit their request on the designated form stating the course requested, the cost and the reasons for the request.

b) The Manager shall review each written request and determine if it will be approved. If so, the cost shall be reimbursed upon proof of successful completion. If not, the Manager will give written reasons why the cost will not be reimbursed.

c) ENMAX will pay 100% of the cost of the tuition, registration fees and materials for courses that directly relate to the employee's professional development at ENMAX. These courses should be identified through individual development plan.

d) For external professional development that results in a certificate, degree, diploma, or certification and for courses costing over an amount designated in the Professional Development Assistance Standard, the employee will be required to sign an agreement to reimburse on a pro-rated basis the cost of the course should the employee voluntarily leave the employ of ENMAX within thirty-six (36) months of having completed the course.

Should an employee's request be denied, they may appeal through their union. This appeal will be heard by the Chief Human Resources Officer whose decision will be final.

Signed this 28th day of August 2026

On behalf of ENMAX Corporation

Curtis Gratton
Curtis Gratton (Aug 28, 2026 14:38:12 MDT)

Curtis Gratton
Director, Human Resources Delivery
ENMAX Corporation

On behalf of Local 38
Canadian Union of Public Employees

D'Arcy Lanovaz
President
CUPE Local 38

Letter of Understanding #4

BETWEEN
ENMAX CORPORATION
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38

LOU #4 - Re: Clothing Addendum

Clothing issued under this letter with ENMAX identification is to be returned to ENMAX upon termination, transfer, or for replacement. Employees shall bear the cost of items when the former issue is not presented upon termination or for replacement when "As required" is indicated. "As required" replacements will be at the discretion of Management. Employees shall be responsible for the reasonable care and cleaning of clothing issued.

a. Field Services

Field Services representatives will be issued a number of points equivalent to the dollar value of the current clothing issue (one point equals one dollar). Base year is 2010 at 220 points.

Initial issue – (New Hires)

New employees will be issued: 2 pants (one of which can be walking shorts), 2 shirts, 1 rain coat, 1 fleece top, 2 pairs of boots/shoes, summer and winter caps. In addition a winter parka will be supplied. Footwear must be appropriate for the type of field work performed. The employee can purchase boots and shoes of comparable quality and costs at a vendor of their choice and submit the receipt for reimbursement.

Yearly issue

Employees will use these points to choose among the following available clothing: pants, walking shorts, shirt, fleece top, rain coat. (Same specifications as above for footwear).

b. Survey Crews
Survey crews to be issued one (1) Sou'wester

c. All Field Inspection Personnel
All Field Inspection Personnel to be issued coveralls (turn in for replacement).

d. Instrument Technicians
- 1 winter jacket (as required)
- 1 pair coveralls per year

- 1 pair leather boots
- 1 pair leather gloves per year
- 1 plastic raincoat (as required, turn in for replacement)
- 2 pairs pants as required
- 1 tunic as required
- 2 shirts as required

Signed this 28th day of August 2026

On behalf of ENMAX Corporation

Curtis Gratton
Curtis Gratton (Aug 28, 2026 14:38:12 MDT)

Curtis Gratton
Director, Human Resources Delivery
ENMAX Corporation

On behalf of Local 38
Canadian Union of Public Employees

D'Arcy Lanovaz
President
CUPE Local 38

Letter of Understanding #5

BETWEEN
ENMAX CORPORATION
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38

LOU #5 - Re: Annual Variable Pay Program

The parties agree that CUPE employees will be included in ENMAX's annual variable pay program for the term of the **2026 – 2028** Collective Agreement, with any achieved payouts occurring after year end results are audited.

The maximum opportunity will be thirteen (13%) percent, with 50% of the total opportunity based on an individual/team performance rating. These pay percentages are based on an employee's regular base pay.

The maximum variable pay structure will be the corporate program and the targets will be aligned with the Corporation's objectives, the Business Unit's objectives and the individual/ team objectives. Currently the process includes regular meetings annually to set and review targets. These targets and the structure may change from year to year.

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

Performance Levels and Payouts

		CUPE employees (% of salary)		
Performance Level	% of Target	**2026**	**2027**	**2028**
Threshold	50%	4.34%	4.34%	4.34%
Target	100%	8.67%	8.67**%**	8.67%
Maximum	150%	13%	13%	13%

Individual/ Team Component

Goals will be individual unless otherwise notified. If the nature of the work is conducive to team goals, this will be determined by management and be specific to the deliverables of that work area. All team members will be evaluated based on the same criteria.

Employees may appeal the results of their individual performance rating with their supervisor's supervisor. The final appeal will be heard by the Chief Human Resources Officer whose decision will be final and binding.

Signed this 28th day of August 2026

On behalf of ENMAX Corporation

Curtis Gratton
Curtis Gratton (Aug 28, 2026 14:38:12 MDT)

Curtis Gratton
Director, Human Resources Delivery
ENMAX Corporation

On behalf of Local 38
Canadian Union of Public Employees

D'Arcy Lanovaz
President
CUPE Local 38

Letter of Understanding #6

BETWEEN
ENMAX CORPORATION
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38

LOU #6 – Re: Article 16.0 Transfers & Promotions

With respect to the limited term positions referred to in Article 16.07 and 16.08, to limit disruptions to the business, employees are required to remain in their "permanent" position for a minimum period of six (6) consecutive months prior to being permitted to fill a limited term position. The employee may apply on limited term postings but may not be released without the consent of the employee's "permanent" supervisor if they have not completed the stipulated six (6) months.

Signed this 28th day of August 2026

On behalf of ENMAX Corporation

Curtis Gratton
Curtis Gratton (Aug 28, 2026 14:38:12 MDT)

Curtis Gratton
Director, Human Resources Delivery
ENMAX Corporation

On behalf of Local 38
Canadian Union of Public Employees

D'Arcy Lanovaz
President
CUPE Local 38

Letter of Understanding #7

BETWEEN
ENMAX CORPORATION
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38

LOU #7 - Re: Hours of Work for the Customer Care (Encompass)

ENMAX and CUPE Local 38 desire to confirm the hours of work for Customer Care employees in order to continue to meet service requirements for our current customers and to accommodate their expected growth in new business and customers. In light of these operational requirements, the Parties agree that the following principles shall govern scheduling within the Customer Care:

1. The parties agree that the hours of work for Customer Care employees shall be from 7:00 am to 8:00 p.m. Monday through Friday; and 8:00 a.m. to 4:30 p.m. on Saturday (includes an eight (8) hour shift and one-half (½) hour unpaid lunch); Sunday closed.

2. The procedure for scheduling shall be in accordance with the following general principles:
    a. The preferences of employees;
    b. Where the preference of two (2) or more employees conflict, then the individual's performance metrics will favour. This is based on a weighting of 75% performance and 25% seniority.
    c. Performance metrics will be quantitative based on both productivity and quality measures and will be recalculated quarterly for scheduling purposes;
    d. Performance metrics may be changed annually and will be reviewed with the union and employees prior to implementation;
    e. An employee may request a review of an individual performance metric related to a call. The Employer shall review the call with the employee within thirty (30) days of the request, provided the request is reasonable for the purpose of providing performance coaching.
    f. Where the preference/performance scorecard are equal, then seniority shall govern;
    g. Full time employees shall be entitled to two (2) consecutive days off per week;
    h. Shift bid results will be posted with thirty (30) days notice by department, unless otherwise notified.
    i. There may be ad hoc schedule changes, and these may occur by mutual agreement between the supervisor and employee.
    j. Flex days will be scheduled, however employees have the ability to take three (3) unplanned unscheduled flex days each year.

3. As per Article 10.03, full time employees shall work eight (8) hours a day from Monday through Saturday.

4. All other provisions of Article 10 of the Collective Agreement shall apply to this letter of understanding unless otherwise modified herein.

5. Nothing herein shall limit the Employer's right to consider further changes to operating hours and in such event the provisions of Article 11.00 shall apply.

6. Part time employees will be granted two (2) days off but they may not always be consecutive. The employer will endeavor to grant consecutive days off wherever possible for part time employees.

7. ENMAX may, on occasion, require limited duration project work outside of standard hours. The employer may hire specific limited term roles for such project work (as an example, students hired from 5pm to 9pm for outbound calling for a three (3) month period). Current employees are entitled to bid, however are not required to do so. Project work will not be implemented until agreement is obtained in writing from the union, such agreement shall not be unreasonably withheld.

8. The parties agree that the hours for Customer Care employees supporting customers in the Eastern time zone shall be from 5:30 a.m. to 7:00 p.m. Monday through Friday; and 6:00 a.m. to 4:30 p.m. on Saturday (includes an eight (8) hour shift and one half (1/2) hour unpaid lunch); Sunday closed. Scheduling for Customer Care employees supporting customers in the Eastern time zone will occur independently of other Customer Care departments.

Signed this 28th day of August 2026

On behalf of ENMAX Corporation

Curtis Gratton
Curtis Gratton (Aug 28, 2026 14:38:12 MDT)

Curtis Gratton
Director, Human Resources Delivery
ENMAX Corporation

On behalf of Local 38
Canadian Union of Public Employees

D'Arcy Lanovaz
President
CUPE Local 38

Letter of Understanding #8
BETWEEN
ENMAX CORPORATION
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38

LOU #8 - Re: At-Home Program for Customer Care Employees

ENMAX and CUPE Local 38 desire to confirm the parameters for unionized Customer Care employees participating in the At-Home Program:

Participation in the program will be governed by the Customer Care At-Home Program (AHP) Guidelines and Expectations document. Selection and ongoing participation in the At-Home Program is based on the criteria outlined in the AHP Guidelines.

1. ENMAX agrees to meet with the union and review any substantial modification made to the AHP Guidelines prior to implementation.
2. Work schedules for At-Home employees will be the same as office employees and standard hours of work (as per LOU #7 Customer Care) shall apply.
3. At-Home employees may be required or may request to work in the office.
4. The At-Home Program is a permanent work option, however, employees will have the option to opt out of the program with thirty (30) calendar days' notice submitted in writing citing the reasons why the employee is electing to opt out of the program. Similarly, Management will have the option to remove an employee from the program with thirty (30) calendar days' notice.
5. Workers' Compensation Board (WCB) coverage applies in the employees' at home office during scheduled work hours in accordance with the *Workers' Compensation Act* and WCB Policies.
6. All other terms and conditions of the Collective Agreement except those specified in this Letter of Understanding will apply.

Signed this 28th day of August 2026

On behalf of ENMAX Corporation

Curtis Gratton
Curtis Gratton (Aug 28, 2026 14:38:12 MDT)

Curtis Gratton
Director, Human Resources Delivery
ENMAX Corporation

On behalf of Local 38
Canadian Union of Public Employees

D'Arcy Lanovaz
President
CUPE Local 38

Letter of Understanding #9
BETWEEN
ENMAX CORPORATION
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38

LOU #9 – Re: Work Experience Opportunities for Students, Educational Program Candidates, and Work Experience Participants

This is a Letter of Understanding between ENMAX and the Canadian Union of Public Employees, Local 38 with respect to academic work experience opportunities for students as well as, work experience program candidates. Opportunities will be available to students enrolled in school within the current academic year, and the student will return to school in the same or next academic year. Any exception shall require written agreement from the Union.

These various academic work experience opportunities are designed to be limited in nature and provide meaningful work experience & learning opportunities for program participants and students who are enrolled in a post-secondary educational program.

Work experience opportunities are created as learning opportunities and are intended to augment current operations. Such opportunities may result in the performance of existing bargaining unit work but are not to be used to fill current bargaining unit vacancies.

Participants who occupy positions within CUPE's jurisdiction will be considered a temporary employee. They will be required to pay union dues during the term of their employment. Representation rights will be limited to the first two steps of the Grievance Procedure. The second step decision will be final and binding.

Participants in positions deemed to belong to CUPE will not be considered internal ENMAX employees if they apply on "Open Competitions" and will not be eligible to apply on "Internal Competitions". Upon the completion of their assignment, these participants will sever their ENMAX employee status.

Academic work experience opportunities created through post-secondary education programs will be available to students who meet the criteria set out by the post-secondary institution they are formally enrolled with and must continue to be eligible as per their educational institution's guidelines and qualifications to remain in the program.

Definitions:

ENMAX Summer Students must be enrolled in and continuing in a program of study at a post-secondary educational institute at the completion of their summer employment to qualify for an academic work experience opportunity.

Co-op Students must be enrolled in a formal co-operative educational program which is managed by the post-secondary institution. The work experience placement will ensure the employer & student adhere to a set of standards which result in contributing to the student's final grade in their selected discipline. The duration of work experience placement will be equivalent to a minimum of one (1) or two (2) academic term(s) (4 months or 8 months). Exceptions for extending the work term beyond four (4) or eight (8) months to include more than two (2) consecutive academic terms must be pre-approved in advance of the work term in writing by CUPE and ENMAX.

Internship Students must be enrolled in a formal program which is managed by the post-secondary institution. The internship placement will be of duration from eight (8) months to eighteen (18) months depending on the structure and be pre-approved in advance of the work term in writing by CUPE and ENMAX.

Work Experience Program Participants will only be considered if they are enrolled in a bridging program as presented by the Program Coordinator. Work Experience placements will be from 4-12 weeks in duration. Work Experience Program Participants includes professionals experiencing barriers, such as Visible Minorities, Persons with Disabilities, **Indigenous** Peoples, and Women, registered with an approved non-profit employment skills program.

Other educational/work experience placement opportunities not covered by this letter that the parties may want to consider in the future will be dealt with separately outside of this agreement.

Implementation of these programs will be as follows:

1. Prior to implementing a placement, the Business Unit must consult with the Human Resources Business Partner coordinating placements, to determine if the opportunity fits under the terms of this letter.
2. Human Resources will maintain a record of each placement and will forward a list of these placements to Local 38 on a quarterly basis.
3. In the event a work experience opportunity is deemed to be outside of CUPE's jurisdiction, it will be reviewed with CUPE prior to posting. Failing resolution either party may file a grievance or refer the matter to the Labour Relations Board.
4. Upon request by either party, a meeting between the Union and Human Resources may be held to review CUPE summer student placements or other position descriptions or advertisements for co-ops or internships.

5. The Union will be advised of student orientation meetings and encouraged to address the students during such meetings.
6. Participants will be entitled to the following compensation **in accordance with the Mercer Total Compensation Survey (MTCS). In no case will the compensation be less than Admin B Step 1** with the required legislative deductions but no other benefits:
7. All participants will be paid forty (40) hours per week and will not be entitled to receive flex days.

If ENMAX or the Union wishes to terminate this standing agreement for whatever reason, they may do so with three (3) months written notice including particulars for the request.

Signed this 28th day of August 2026

On behalf of ENMAX Corporation

Curtis Gratton
Curtis Gratton (Aug 28, 2026 14:38:12 MDT)

Curtis Gratton
Director, Human Resources Delivery
ENMAX Corporation

On behalf of Local 38
Canadian Union of Public Employees

D'Arcy Lanovaz
President
CUPE Local 38

Letter of Understanding #10
BETWEEN
ENMAX CORPORATION
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38

LOU #10 – Re: Chartered Professional Accountant Program

In order to assist employees who are pursuing their Chartered Professional Accountant (CPA) designation, ENMAX has partnered with CPA Alberta to become a Certified Training Office. ENMAX and CUPE Local 38 desire to confirm the parameters for the Chartered Professional Accountant (CPA) Program.

The provisions of the Collective Agreement will apply unless otherwise altered by the specific parameters of this Letter of Understanding.

1. CPA Alberta has the sole jurisdiction to set the parameters for successful completion of the CPA program.

2. **Employees will be required to complete the work experience requirements within a 30-month time period. This will consist of two (2) fifteen (15) month rotations.**

3. A Limited Term rotation posting will be created to facilitate the two (2) **fifteen (15)** month rotations. The parameters set out in Article 16.0 of the Collective Agreement will apply to this program. However, the two (2) **fifteen (15)** month rotations will be posted via one competition. Therefore, the successful candidate will only need to apply once to complete the thirty (30) months of work experience outlined in bullet #2.

4. **The successful candidate(s) will retain their reversion rights to their home role for the 30-month period. This extension of reversion rights would apply to all permanent employees in the domino effect resulting from this program.**

5. **The CPA Program is subject to funding and will be re-evaluated periodically. The Company has the right to end the CPA program at any time based on operational requirements by providing participants with ninety (90) calendar days' written notice.**

6. The Limited Term rotations will be deemed to be encumbered for the duration of the thirty (30) month period. As such, they will not be available for redeployment or accommodation.

Signed this 28th day of August 2026

On behalf of ENMAX Corporation

Curtis Gratton
Curtis Gratton (Aug 28, 2026 14:38:12 MDT)

Curtis Gratton
Director, Human Resources Delivery
ENMAX Corporation

On behalf of Local 38
Canadian Union of Public Employees

D'Arcy Lanovaz
President
CUPE Local 38

Letter of Understanding #11
BETWEEN
ENMAX CORPORATION
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38

LOU #11 – Re: Competitive Work

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

It is recognized that from time to time certain terms and conditions of employment may require alterations from those contained in this Agreement in order for the Employer to obtain certain work or execute certain work in a competitive manner. In such circumstances, either party may request alterations in the terms and conditions of the Agreement and may specify what alterations are requested. If requested, the party receiving the request must meet with the requesting party, discuss the request in good faith, and provide their response, all in a timely manner.

Any modification to the terms and conditions of this Agreement pursuant to this Letter of Understanding must be finalised in writing by the respective Vice President of the Employer, Labour Relations, and the Union President, or their designates.

It is understood and agreed that where the parties cannot agree to the requested change(s), the request is not subject to either grievances or arbitration.

Signed this 28th day of August 2026

On behalf of ENMAX Corporation

Curtis Gratton
Curtis Gratton (Aug 28, 2026 14:38:12 MDT)

Curtis Gratton
Director, Human Resources Delivery
ENMAX Corporation

On behalf of Local 38
Canadian Union of Public Employees

D'Arcy Lanovaz
President
CUPE Local 38

Letter of Understanding #12
BETWEEN
ENMAX CORPORATION
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38

LOU #12 – Re: Engineers in Training

This Letter of Understanding between ENMAX and CUPE Local 38 is with respect to the Alberta Labour Relations Board determination that Engineers in Training (EIT) are considered employees under the Code and fall within CUPE Local 38 jurisdiction while in the EIT position.

As a result, the purpose of this letter is to describe the process in which EIT's transition through the required training and skills development and into exempt Professional Engineering positions within ENMAX. The parties agree to establish the following provisions with respect to EIT's, unless otherwise specified herein, the provisions of the Collective Agreement shall apply.

1. Notwithstanding Article 16.0, EIT's successfully hired into the EIT program will move through various business units to obtain the necessary skills and experience required to obtain their professional engineering license. EIT's will be considered exempt employees effective the date they are granted their Professional Engineering license, subject to the availability of a vacant position as determined by Management.

2. On a without prejudice basis, Management may decide to under fill exempt engineering positions with an EIT, where an EIT has applied and determined to be the successful candidate. The engineering exempt position will be considered re-classed as an EIT position for the duration of time it is occupied by an EIT. These roles may be subject to move through various business units to obtain the necessary skills and experience. Upon receiving the Professional Engineering License the position will revert back to its exempt status.

3. All EITs must obtain their Professional Engineering license through The Association of Professional Engineers and Geoscientists of Alberta (APEGA). Should an EIT not be successful in meeting APEGA qualifications and requirements they will be removed from the program and their employment with ENMAX terminated subject to the provisions detailed in Alberta Employment Standards.

4. EIT positions will not be subject to the redeployment process as detailed in Article 23.0 and as a result not eligible to be displaced through the process.

5. Should an EIT not obtain their professional license, they are able to apply for another position within ENMAX however they will be considered and hired as an external candidate if successful in the job competition.

6. EIT's will only be eligible for the Defined Contribution Pension Plan in recognition that the EIT position is of a temporary status with the expectation they obtain their Professional Engineering License, and move immediately into an exempt Engineer position, should one be available and at the discretion of Management.

7. EITs hired prior to October 1, 2019, will be grandfathered with respect to their current pension.

8. Current flex day accruals for incumbent EIT's will be grandfathered until January 1, 2020. At which time, flex day entitlements will be determined and calculated based on Article 10.0.

9. EIT's hired prior to October 1, 2019 will have current health, dental and flex day benefits grandfathered until January 1, 2020 to align with benefit re-enrollment.

10. For the purposes of seniority placement, it is agreed that incumbent EIT's will have their hire date recognized as their bargaining unit seniority. Union dues will be deducted on a go forward basis, effective the signing of this letter.

11. The job evaluation process will be initiated to determine salary ranges and applicable position descriptions. Incumbent EITs will remain at current salary, however any changes that may result through the evaluation process shall be handled through Article 21.05.

Signed this 28th day of August 2026

On behalf of ENMAX Corporation

Curtis Gratton
Curtis Gratton (Aug 28, 2026 14:38:12 MDT)

Curtis Gratton
Director, Human Resources Delivery
ENMAX Corporation

On behalf of Local 38
Canadian Union of Public Employees

D'Arcy Lanovaz
President
CUPE Local 38

Letter of Understanding #13
BETWEEN
ENMAX CORPORATION
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38

LOU #13 – Hours of Work Averaging Agreement

1. Notwithstanding Article 10.0, an employee may request an averaging agreement arrangement with regard to their hours of work. This request is subject to operational requirements and Executive approval.

2. Alternate hours of work shall be nine (9) hours per day, for the first eight (8) days and eight (8) hours per day on the ninth (9^{th}) day. The total hours worked over 9 days shall be eighty (80) hours. Hours of work in excess of these hours shall be paid overtime in accordance with Article 13.

3. Employees will be entitled to every second Monday or second Friday off. The Leader of the department shall be responsible for determining which schedule is needed to maintain service levels and shall work with employees to determine their schedule. These days will be scheduled and taken as they occur. Should an employee be required to work their day off, they shall be paid overtime in accordance with Article 13.

4. Either party may cancel the agreement with thirty (30) days written notification.

5. All terms and conditions of the Collective Agreement except those specified in this Letter of Understanding shall apply.

Signed this 28th day of August 2026

On behalf of ENMAX Corporation

Curtis Gratton
Curtis Gratton (Aug 28, 2026 14:38:12 MDT)

Curtis Gratton
Director, Human Resources Delivery
ENMAX Corporation

On behalf of Local 38
Canadian Union of Public Employees

D'Arcy Lanovaz
President
CUPE Local 38

Letter of Understanding #14
BETWEEN
ENMAX CORPORATION
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38

LOU #14 – Work From Home Agreement

This is a Letter of Understanding between ENMAX and the Union with respect to employees who participate in the Work From Home Agreement as outlined in this letter.

Work From Home Agreement refers to a flexible work from home arrangement from an employee's primary residence. Primary residence is defined as a home workspace located within forty-five (45) minutes of the employee's work location.

1. Participation in a Work From Home arrangement is voluntary and available to eligible employees. Eligibility is based on operational requirements of the employee's position, and Executive approval. It is recognized by ENMAX and the Union that not all employees of the bargaining unit may be entitled to participate in the Work From Home agreement.
2. In the event of a change in location and/or schedule, ENMAX shall make every effort to provide a minimum of 24 hours' notice to the employee.
3. In the event of a technology failure or service disruption, employees must notify their supervisor immediately and be able to report to an ENMAX office location within forty-five (45) minutes**, or within a reasonable amount of additional time where unforeseen travel delays (i.e. inclement weather) affect their ability to do so**.
4. Either party, the employee or employer, may terminate the employee's Work From Home Agreement, in writing, to the other party with thirty (30) days' notice. ENMAX will not be held responsible for costs, damages or losses resulting from cessation of the Work From Home Agreement.
5. Employees will use their company-provided equipment to work from their primary home location. Equipment utilized for working from home must be reasonably protected from damage or loss. All equipment remains the property of ENMAX and must be returned to ENMAX upon termination of employment or at the request of ENMAX.

   If required, employees can submit a request for the following equipment:

   - One laptop computer (employees will transport their computer between home and ENMAX location as required)
   - One (1) computer docking station
   - One (1) monitor

- One (1) headset
- One (1) keyboard
- One (1) mouse
- Required software
- Customary office supplies (pens, paper, etc.)

6. All other terms and conditions of the Collective Agreement except those specified in this Letter of Understanding shall apply.

Signed this 28th day of August 2026

On behalf of ENMAX Corporation

Curtis Gratton
Curtis Gratton (Aug 28, 2026 14:38:12 MDT)

Curtis Gratton
Director, Human Resources Delivery
ENMAX Corporation

On behalf of Local 38
Canadian Union of Public Employees

D'Arcy Lanovaz
President
CUPE Local 38

Letter of Understanding #15
BETWEEN
ENMAX CORPORATION
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38

LOU #15 – Re: LOU #7 Labour Management Committee

The parties recognize the benefits of strengthening the relationship through ongoing problem solving, enhanced communications and exploring future opportunities and concerns together. Therefore, the Parties have agreed to form a Joint CUPE/ENMAX Labour Management Committee related to the terms set out in Letter of Understanding (LOU) #7. The Committee shall be composed of an equal number of representatives from CUPE and Management. Employees of ENMAX who are appointed to the Committee and others who are designated to attend Committee meetings shall be considered to be at work and paid accordingly. The Committee Chair shall be rotated on an alternating meeting basis between the union and management.

Meetings of the Committee may be called by either of the parties. Minutes regarding matters discussed and agreed upon actions to be taken shall be kept and approved by both parties. Agreement of the Committee shall be by consensus of the members. The ratification of Committee decisions that amend the terms of LOU #7 shall be determined by each party for their respective constituency.

The Committee shall deal with issues arising from the terms of LOU #7 only. It is the intention of the Committee to find solutions to matters using a mutually beneficial process. The purpose of the Committee is to deal with matters in a timely fashion while recognizing the value of the time based collective bargaining process.

Signed this 28th day of August 2026

On behalf of ENMAX Corporation

Curtis Gratton
Curtis Gratton (Aug 28, 2026 14:38:12 MDT)

Curtis Gratton
Director, Human Resources Delivery
ENMAX Corporation

On behalf of Local 38
Canadian Union of Public Employees

D'Arcy Lanovaz
President
CUPE Local 38

Letter of Understanding #16
BETWEEN
ENMAX CORPORATION
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38

LOU #16 – Re: Easter Monday Statutory Holiday

The parties recognize that some statutory holidays are based on Christian Holy Days, and employees may prefer to celebrate other Religious or Cultural observances based on their individual faith. To support our joint commitment to fostering an inclusive workplace, management shall permit employees, on an annual basis, to submit a request to designate a cultural or religious observance in lieu of Easter Monday.

The designation will be made in writing to their supervisor no later than two months prior to Easter Monday. The granting of time off for such designated Statutory Holiday shall be subject to the written approval of the Supervisor, and based on operational requirements of the business. Employees selecting this option will take the designated day as a Statutory Holiday and will treat Easter Monday as a regular day and will be paid at the appropriate straight-time rate. All other relevant provisions of Article 34 shall apply.

Signed this 28th day of August 2026

On behalf of ENMAX Corporation

Curtis Gratton
Curtis Gratton (Aug 28, 2026 14:38:12 MDT)

Curtis Gratton
Director, Human Resources Delivery
ENMAX Corporation

On behalf of Local 38
Canadian Union of Public Employees

D'Arcy Lanovaz
President
CUPE Local 38

Letter of Understanding #17
BETWEEN
ENMAX CORPORATION
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38

LOU #17 – Re: Alternate Hours of Work for Customer Support Agents

The parties recognize there may be a business need for employees to work alternate hours in support of the System Control Centre's 24X7 operation within ENMAX Power Corporation. Accordingly, the Company will hire Customer Support Agents to work a compressed rotating schedule to align with System Control Centre call volume demands.

The parties agree that the hours of work for Customer Support Agents shall consist of the following:

1. **The regular work hours for full-time employees in Customer Support Agent positions will average forty (40) hours per week over a twenty (21) day period.**

2. **Normal daily work hours will consist of twelve (12) hour shifts inclusive of all weekdays (Monday through Sunday).**

3. **Regular shifts shall be scheduled from 6:30 to 18:30. Employee schedules will alternate as follows:**
   - **Week 1: Three (3) regular workdays of twelve (12) hour shifts**
   - **Week 2: Four (4) regular workdays of twelve (12) hour shifts**
   - **Week 3: Three (3) regular workdays of twelve (12) hour shifts**

   To assess the work volume in overnight periods, there will be a limited number of shifts scheduled from 18:30 to 6:30 during the pilot. Scheduling of these overnight shifts shall be by mutual agreement between the Customer Support Agents and their supervisor.

4. **Each shift shall include two (2) fifteen (15) minute breaks and a one (1) hour unpaid lunch break. If mutually agreed by management and the employee, the lunch break may be reduced to one-half (1/2) hour and start/stop time will be adjusted accordingly.**

5. **Any hours worked, other than those posted on the schedule, shall be subject to the overtime provisions of the collective agreement.**

6. **All other provisions of Article 1 0 of the Collective Agreement shall apply to this letter of understanding unless otherwise modified herein.**

7. **Nothing herein shall limit the Employer's right to consider further changes to operating hours and in such event the provisions of Article 11.00 shall apply.**

This Letter of Understanding is established to assess the business need for Customer Support Agents in System Control Centre and the terms within this letter apply only to employees working in those positions.

The Letter of understanding will expire on June 30, 2027, unless the parties mutually agree to extend this Letter of Understanding.

Signed this 28th day of August 2026

On behalf of ENMAX Corporation

Curtis Gratton
Curtis Gratton (Aug 28, 2026 14:38:12 MDT)

Curtis Gratton
Director, Human Resources Delivery
ENMAX Corporation

On behalf of Local 38
Canadian Union of Public Employees

D'Arcy Lanovaz
President
CUPE Local 38

Letter of Understanding #18
BETWEEN
ENMAX CORPORATION
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 38

LOU #18 – Re: Customer Care – Tiered Model

This Letter of Understanding between ENMAX and CUPE Local 38 is with respect to the planned re-organization of Customer Care (Encompass) which is intended to occur during the term of this collective bargaining agreement.

ENMAX and the Union acknowledge that customer expectations and operational requirements continue to evolve within Customer Care. The parties further acknowledge that ENMAX intends to modernize organizational and role structures to reduce overlap, support consistent training, and enable a more flexible deployment of work to meet customer demand. The parties also recognize that this approach is intended to provide employees with clearer skill development and progression pathways, and to support service delivery and workforce flexibility and sustainability. Accordingly, the parties understand that:

1. **The Customer Care (Encompass) organization intends to shift into a tiered operating model. This will be split into three (3) tiers and amalgamated across the Customer Service Representative and Billing roles that currently exist. The various roles will be allocated into each of the tiers based on the complexity and skillset required for tasks, with a clear delineation of the accountabilities of each.**

2. **The parties understand that provisions exist within the collective agreement that allow ENMAX to restructure its workforce as required to ensure the business remains relevant and competitive. These provisions include protections for employees as outlined in article 23.0 Position Elimination and Redeployment and Lay Off. The parties discussed that in the case of a more significant re-organization such as the planned re-organization in Customer Care (Encompass), the position elimination and redeployment provisions can be disruptive to the impacted employees.**

3. **The parties understand that to limit disruption to employees working within the Customer Care (Encompass) organization, the job changes could be executed through a lateral "lift & shift" of existing employees from their current position to the equivalent position tier under the new tiered operating model. This lateral "lift & shift" would be utilized in place of the position elimination & redeployment provisions detailed in Article 23.0 of the agreement. For clarity, employees will continue to be eligible to request severance through the provisions outlined in Article 23.06.**

4. **The Employer agrees that, upon implementation of the new operating model, there will be no changes to employee level or compensation, or reduction in the number**

of current employees in Customer Care (Encompass). This commitment applies solely to the transition to the new model and does not preclude the Employer from making staffing adjustments in the future based on business needs.

5. **The parties agree that the timing of the implementation of the planned reorganization of Customer Care (Encompass) into the tiered operating model is at the sole discretion of the Employer and will be based on operating requirements and business readiness.**

6. **The parties agree that once employees have been transitioned into the new tiered operating model this will enhance scheduling flexibility within the Customer Care (Encompass) organization, and the number of unplanned, unscheduled flex days reallocated from an employee's existing entitlement as outlined in LOU #7 - Re: Hours of Work for the Customer Care (Encompass) will be increased from three (3) to five (5) days per year. All other provisions in LOU #7 will remain unchanged.**

7. **The parties agree that once employees have been transitioned into the new tiered operating model, performance-based shift selection as outlined in LOU #7 will be applicable for employees in Tier One (1). Shift selection for employees in Tier Two (2) and Tier Three (3) will be governed by seniority.**

8. **Upon implementing the Customer Care (Encompass) tiered operating model, the provisions contained in this Letter of Understanding will be incorporated into LOU #7 - Re: Hours of Work for the Customer Care (Encompass).**

9. **This letter shall not alter an employee's years of experience under Intent Document 14.6. Years of Experience at Current Level will be counted as if the employee had stayed in the role they held prior to any changes being made in accordance with this letter.**

Signed this 28th day of August 2026

On behalf of ENMAX Corporation

Curtis Gratton
Curtis Gratton (Aug 28, 2026 14:38:12 MDT)

Curtis Gratton
Director, Human Resources Delivery
ENMAX Corporation

On behalf of Local 38
Canadian Union of Public Employees

D'Arcy Lanovaz
President
CUPE Local 38

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

LETTER #1 Your Plan Benefits Oversight Committee

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

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

Signed this 14th day of May, 2008

Rick Ehlers	**Peter Marsden**	John Briegel
Director, Human Resources	President, CUPE Local 38	Business Manager
ENMAX Corporation		IBEW Local 254

Collective Agreement

Intent Document

Between

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

And

Local Union 38
Canadian Union of Public Employees

Effective Date: 2026-2028

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1.0 Disciplinary Investigations - Article 28.05

These articles provide employees the right to be offered union representation when being interviewed by management for the purpose of determining disciplinary action. The reference to management in this article is intended to include any person(s) representing management's interests in the interview. For example this would include an external investigation conducted by a Human Rights Officer or any other person acting in a management capacity.

The company and the union have a common interest in ensuring that a thorough, complete and fair investigation is conducted and both parties believe having the union representative present will assist in doing this. To that end, the union representative's role is intended to be as an observer and not to obstruct the interview. Further, it is not the intent of the parties to use this article to inhibit taking disciplinary action but rather to ensure all the facts are known and that the appropriate decision is able to be made regarding discipline.

It is also understood that employees have the choice to determine if they want union representation or not.

2.0 Safety Boots - Article 39.02

These articles state that where the company requires employees to wear safety clothing it will be provided to permanent employees at no cost to them. Management subject to legislative requirements has discretion regarding what is required and provided as safety equipment.

When the company requires employees to wear safety equipment they are to provide same. With regards to safety boots, for ease of administration, employees may purchase the boots and be reimbursed up to an amount equivalent to what it would cost the company to provide the boots. Should an employee find the reimbursement amount inadequate they may request the employer to purchase the boots.

3.0 Education Allowance - Letter of Understanding #3

This letter provides employees the opportunity to have 100% of their continued education paid for by ENMAX when the education directly relates to their professional development at ENMAX. An example is where the courses are part of a professional designation in the field the employee is employed, such as an accountant taking courses in the Chartered Professional Accountants (CPA) program.

As part of the annual individual performance plan, employees and supervisors should be discussing the employee's professional development. Courses that are identified and approved as part of the overall development plan should be reimbursed at 100%.

Budget consideration may impact the ability to grant requests. Therefore employees may in periods of budgetary constraints have their courses deferred to a subsequent year. (This should only be done where budgets do not permit reimbursement at time of taking).

This allowance is usually only applied to permanent employees; however, the employer may consider applications from other employees.

4.0 Employees - Article 7.0

This Article defines the different employee categories including their seniority and service, benefits eligibility, probationary period and temporary position reviews.

4.1 Seniority & Service

Seniority and service is accrued on an hours worked basis for On Call employees and on a continuous basis for all other employees. Continuous basis means that employees' seniority and service is equivalent to the number of years employed from their hire date and is only adjusted for breaks in service greater than thirty (30) days, excluding illness when in receipt of benefits, maternity and parental leave.

4.2 Benefits

Part-time employees may work an average of twenty (20) hours per week or more, however, in order to be eligible for benefits as defined by the Your Plan Benefits Plan agreement, they must work an average of twenty (20) scheduled hours or more per week averaged over a six (6) week period. Part-time employees will receive benefit entitlements on a pro-rated basis proportionate to the hours worked in the previous year.

4.3 Temporary Positions Reviews

Employees occupying limited term positions will have performance status reports prepared in their third (3rd) and ninth (9th) month in the position. This applies to temporary employees as well as permanent employees temporarily in limited term positions. If the employee is in the limited term position for more than one (1) year, the employee may request a final performance status report when the term ends.

5.0 Reversion to Previous Position - Article 16.07

This article provides the ability for a permanent employee to revert back to their former permanent position during the three (3) month trial period following a promotion or transfer to a new position. The article also provides the ability for management to move the employee back to their former position. It is the intent that management would provide performance feedback, both formally during the second month and more informally throughout the entire trial period, prior to exercising the reversion option.

It is also understood that if the former position the employee held has been filled, ENMAX may provide a permanent position that is in the same job classification and pay level for the employee to revert to.

It is further understood that reversion situations rarely occur and therefore ENMAX will fill these permanent vacancies with permanent postings. Interviewing supervisors will need to determine if external applicants who are interviewed for these permanent positions should be informed of the potential for a reversion occurring based on the following:

- the potential of a reversion happening in the current situation,
- the availability of other positions should it occur.

When permanent employees are promoted or transferred under Article 16, to a limited term position, they will have the ability to revert to their previous position for a period of twelve (12) months. Extensions for short periods beyond twelve (12) months may be granted and will be discussed in advance and will require agreement in writing from the Union. The Union agrees to not unreasonably withhold their agreement.

Permanent employees who move into limited term positions for more than twelve (12) months (other than extensions noted above) will give up their ability to revert to their permanent position. These employees will be eligible for redeployment if they are unable to find another position when the limited term job ends.

6.0 Temporary Assignments to Higher Rated Positions - Article 17.0

The intent of Article 17.0 is to provide an increase in the rate of pay when an employee is assigned the major duties and responsibilities of a higher rated position by their supervisor. The employee must be performing the major duties and responsibilities of the higher paid position in order to receive the higher pay. The supervisor and employee should have a discussion so it is clear on what the employee is expected to do and that the higher rate of pay is

applicable. The major duties should be identified through the current job description.

The assignment should not normally exceed four (4) months. Assignments beyond four (4) months would normally be posted limited term.

Appointees to these temporary assignments should be offered to qualified employees in the work area affected.

Qualified means employees who have the present ability to do the work. Employees who are offered the opportunity have the ability to decline the offer if they are not interested.

When an employee is entitled to relief pay as outlined above and in Article 17.0, the employee's rate of pay will be increased by ten (10) percent provided it does not exceed Step Five (5) of the salary range they are relieving in. The maximum amount a person can receive is the top rate for the position they are relieving in.

Generally employees will remain classified in their base position while on relief assignment and will continue to accumulate time towards any remaining step increments in their own classification. If an employee reaches Step Five (5) of their classification, they will accumulate time towards step increments in the relief classification and be eligible for such pay while they are relieving. Time credited toward step increments will be cumulative only where breaks between same or similar relief assignments is less than three months.

The following are for illustrative purposes only, the associated rates of pay are fictitious, and are intended to provide further explanation:

Example #1:
An employee in the Drafter C classification, currently at Step Four (4), is assigned to relieve as a Drafter D.

Drafter C, Step 4	$ 33.96
Base rate plus 10%	$ 37.36
Drafter D, Step 5	$ 40.18

In this example, the employee will be paid at the rate of $37.36 (base rate plus 10%) as it does not exceed the Step Five (5) rate of the relief position. While in the relief assignment the employee will continue to accumulate time toward the Step Five (5) increment in the Drafter C classification.

Example #2:

An employee in the Accountant B classification, currently at Step Five (5), is assigned to relieve as an Accountant C.

Accountant B, Step 5	$ 32.86
Base rate plus 10%	$ 36.15
Accountant C, Step 4	$ 37.91

In this example, the employee will be paid at the rate of $36.15 (base rate plus 10%) and will begin accumulating time toward a step increment increase in the relief classification. When the employee becomes eligible for a step increment, they will be moved to the rate of $37.91 which is the step next highest to $36.15. While in the relief assignment the employee will continue to accumulate time toward future step increments in the Accountant C classification.

Example #3:

An employee in the Administrative Assistant C classification, currently at Step Five (5) is assigned to relieve in an Administrative Assistant C/D.

Administrative Assistant C, Step 5	$ 26.23
Base rate plus 10%	$ 28.85
Administrative Assistant C/D, Step 5	$ 27.82

In this example, the employee will be paid at the rate of $27.82 (Administrative Assistant C/D, Step 5). This is the highest rate within the Administrative Assistant C/D classification.

7.0 Overtime - Article 13.01

This article sets out the rate at which overtime is to be paid. It further states that management will only direct employees to work overtime when it is required to meet operational deadlines. The intent of the clause is also to ensure employees and supervisors discuss the working of overtime in advance, therefore ensuring employees are available and paid for overtime worked.

It is also the intent that prior to requiring employees to work overtime, management will solicit volunteers from the work unit or department who are qualified and able to do the work. As a result employees who want to work overtime will be given the opportunity to do so and those that don't want to work overtime won't be required to unless volunteers can't be found.

In keeping with Article 13.04, where overtime is necessary, it will be distributed as evenly as possible within the work unit or department.

8.0 Overtime - Hourly and Monthly Employees - Article 13.05

The two (2) consecutive pay periods will start with the first pay period the employee works eighty (80) hours and will run in consecutive two (2) pay period blocks until the employee falls below eighty (80) hours in a pay period. The consecutive pay periods would restart when the employee again worked eighty (80) hours or more in a pay period.

On-call or part-time employees who work full time hours for a period of time, would normally receive a day off without pay during the month so they do not work more than the normal hours of work for a full time employee. If a day off is not provided and the employee works more than 152.6 hours in a four (4) week period, all hours beyond 152.6 hours would be paid at overtime rates. The 152.6 hours is a result of multiplying 4 weeks by the paid weekly hours of work for full time employees of 38.15 hours and is the approximate amount of hours a full time employee works in the same period once they take off their flex day.

This article is to supplement Article 13.01 of the ENMAX agreement not to replace the Article. Employees who work in excess of daily norms or on scheduled days off will continue to receive overtime.

9.0 Shift Work - Article 10.06

This article explains how shift differential applies. Shift differential applies to all hours worked between 5:00 p.m. and 7:00 a.m. In addition, an employee who works a shift with 50% or more of the hours between 5:00 p.m. and 7:00 a.m. will also receive shift differential for all hours worked on the shift.

Example:

- An employee's shift begins at 9:00 a.m. and ends at 6:00 p.m. The employee receives one hour shift differential from 5:00 p.m. to 6:00 p.m.
- An employee's shift begins at 6:30 a.m. and ends at 3:30 p.m. The employee receives one half hour shift differential from 6:30 a.m. to 7:00 a.m.
- An employee's shift begins at 4:00 p.m. and ends at 10:00 p.m. The employee receives shift differential for the entire 6 hours worked on the shift.

10.0 Rest Periods - Article 10.07

This article explains the application of rest periods. The rest periods, as with lunch breaks, will normally occur around the midpoint of an employees work period. For example, the morning break for a full time employee will normally

be half way between the employee's start time and lunch break. However, work requirements such as customer service coverage, may require some adjustment to break times to ensure proper coverage. Employees and supervisors may mutually agree to shift break times or to combine breaks in situations where it is agreeable to both parties.

11.0 Vacation - Article 32.0

This article sets out the vacation entitlements for employees. Annual vacation entitlements will be prepopulated in January of each year and employees may use vacation before it is earned but cannot take more vacation than they will earn by the end of their current vacation year. Employees who terminate and have taken more vacation than they have accrued will have their final pay deducted for the outstanding vacation amount. Non-permanent employees are not eligible to take vacation in advance of accruing it.

Employees are encouraged to take their full vacation entitlement in order to rejuvenate. However the article also allows employees to request pay out up to a maximum of 2 weeks of their current vacation entitlement rather than taking the time off. Employees can only request this pay out if they have taken the minimum provincially legislated vacation time as set out in the Employment Standard Code. These amounts are as follows:

- 2 weeks after each of the first 4 years of employment, and
- 3 weeks after 5 consecutive years of employment

Only vacation time in excess of the Employment Standards Code amounts can be paid out. Vacation must have been accrued and be in the employee's current vacation balance before a request can be made for pay out.

Employees with at least ten years experience (using 20 years of age as a starting point for calculation purposes), will accrue vacation at the rate of four (4) weeks per year until the beginning of their 15th year of employment with ENMAX. The 10 years of work/life experience will be awarded to all employees when they reach thirty (30) years of age and whereby they become entitled to four (4) weeks of vacation.

ENMAX employees with less than ten years prior experience (as defined above) will accrue vacation at three (3) weeks per year until the earlier of achieving 10 years prior experience (as indicated above) or the beginning of an employee's eighth (8th) year at ENMAX.

12.0 Vacation - Article 33.0

This article allows employees to save and carry forward vacation on a 1 week per year basis to a maximum of 6 weeks. Employees must earn a minimum of 3 weeks per year and must also take the minimum provincially legislated vacation time as set out in the Employment Standard Code to be eligible to bank this vacation. Employees must also have the approval of their Department Head to bank and to take this vacation.

Employees may also elect to have up to 50% of their total banked (stacked) vacation paid out. They can only ask to have this done once per calendar year in order to avoid excessive administration time and cost.

13.0 Flex Days - Article 10.03

Employees work 80 hours bi-weekly, while being paid for 76.3 hours bi-weekly, entitling them to twelve flex days per year.

Two of the twelve earned flex days must be used during the annual Christmas shutdown. The annual Christmas shutdown period will be determined and communicated to employees in the first quarter of each year. Should the annual shutdown period contain more than two working days, ENMAX will give employees the additional days within the Christmas shutdown period off, with pay, on a complimentary basis. The remaining 10 flex days are to be used at any time during the year. All flex days are subject to leader approval and must be submitted through Workday.

Each January, 80 hours (10 days) will be awarded to each employee's Flex Day bank in Workday. As days are requested and approved through Workday, the balance will be reduced until it reaches zero.

It is the intent that employees take their flex days within the year they are awarded and do not save them. Employees are expected to schedule their time through the normal approval process.

Employees and work leaders will review flex day scheduling on a regular basis (such as quarterly) to ensure that flex days are being taken as intended. In the event that an employee has not scheduled their flex days by October 1st of any given year, the employee and the work leader will discuss a plan to schedule the days by year end. In the rare exception where an employee has not been able to successfully schedule their flex days by year end, the work leader may either designate dates (schedule for the employee) for the remaining flex days in the first quarter of the upcoming year, or pay out the flex days in the first

quarter. This is the work leader's choice, and these days are paid out at straight time.

If an employee is not permitted to take their flex days by the end of the year due to work requirements deemed by the company, the employee may choose to be paid out their remaining flex days or carry their unused flex days into the subsequent year. When this is the result of work requirements, they shall receive 2X pay for the flex days. If days are carried forward (subject to approval) they are carried forward on a straight time basis.

If an employee is required by the company to work any day(s) during the Christmas shutdown period specified each year, the equivalent number of days worked can be banked for use in the upcoming year.

Employees who start work with ENMAX **after January 1st**, or who are on a leave of absence for a portion of the year, shall be entitled to a prorated portion of their flex day allotment.

If an employee leaves ENMAX, for any reason, and has not used all of their flex days, the employee will be paid out the pro-rated portion of their flex days for the year (= to number of hours X current hourly rate). Likewise, if an employee leaves ENMAX, for any reason, and has overtaken their flex days, the pro-rated portion of the overused flex days will be recovered from the employee's final pay. These amounts will be calculated at straight time.

14.0 Compensation Program

These guidelines provide an overview of the compensation program for all CUPE Local 38 positions.

14.1 Overview

The objectives and principles of the compensation program are:

- To establish and maintain salaries that are competitive within our industry;
- To compensate employees at rates which properly reflect the complexity of their positions;
- To attract and retain competent and qualified employees;
- To recognize individual growth potential;
- To maintain effective control over payroll costs; and
- To foster confidence and understanding of the Company's compensation practices.

The program incorporates the following elements:

- Position Description: documenting duties and responsibilities, knowledge and skill requirements of individual positions,
- Job Evaluation (Matching): establishing the classification of positions within job families,
- Salary Administration: determining the value of the position within the market place to understand what competitive organizations pay for similar work, determined through an agreed upon relevant market survey, and
- Communication: informing employees of general rate information and detailing specific administration responsibilities to supervisors.

14.2 Job Evaluation – Article 19.0

Job Evaluation is the activity of systematically analyzing the position description for a job and determining its value in relation to other jobs within the organization and external to the organization. This activity is carried out by an evaluation committee.

ENMAX and CUPE Local 38 have agreed to the Job Classification approach to valuing positions and assigning salary levels. According to this evaluation method, positions that are generically similar (such as accountants, customer service representatives, etc.) are identified and structured into company-wide job families. By this process, positions are ranked according to standards common to their particular job family. Within each job family are levels of progressively higher responsibilities and qualifications. Each job family describes the different position levels in the applicable classification in terms of:

- Major responsibilities including decision making,
- Supervision received,
- Supervision exercised, and
- Qualifications.

To evaluate a particular position, it is necessary to first review the position and determine the job family to which the position belongs. Then, considering the position activities and requirements, it is matched to the classification criteria which most accurately describes current position content and responsibilities.

The salary rates for the job families are based on compensation survey data. The job families are matched to survey position descriptions. Each classification with the job family is assigned a rate based on the market data.

A small number of "stand-alone" positions are not covered by the job families. These positions are market priced and then assigned to the job family and classification that best represents the appropriate market rate.

Once a position has been assigned a job family and classification, the salary structure consists of a series of steps as provided in the Collective Agreement.

Step One (1) is 80% of the Step Five (5) rate for the position. It represents the realistic starting salary for a position.

Steps Two (2) to Four (4) are 85%, 90% and 95% of the Step Five (5) rate, respectively, and recognize differences in experience among individuals in the same position.

Step Five (5) is the salary for an experienced, fully-qualified incumbent. It is generally referred to as the "job rate".

Job Families

Job Families have been established to encompass all CUPE Local 38 positions at ENMAX.

- Each job family includes classifications (levels).
- Each classification in a job family was matched to a descriptor in the market survey. The market salary data for each descriptor is the job rate.

In most cases, Job Families and Classifications have been developed for each of the rates of pay established in the 2002-2004 Collective Agreement. For ENMAX and CUPE Local 38 purposes, additional descriptive information was developed for each job family and classification to provide additional context and reference information.

Generally, positions are matched to one classification within a job family. In some cases, the Job Evaluation Committee may determine the most appropriate match to be a "split" between two classifications. For example, Accounting positions matched to the Accountant B/C. In this case, the position may best be matched as a B, however, the responsibilities also include a significant portion of the classification C. The rate is then determined as the average of the two classifications.

14.3 Processing a Position Description for a New (Vacant) position – Article 20.0

The immediate supervisor for the position completes the Position Profile and forwards it to Compensation in Human Resources, for evaluation.

Compensation assigns a tentative classification.

Once an incumbent is in the role, the supervisor will review and discuss the Position Profile with the incumbent to ensure a clear understanding of responsibilities and performance expectations.

Six months after the position has been filled, the Position Description should be resubmitted to the Joint Evaluation Committee for classification, including the employee in the process (as outlined in the section above).

Any changes should be incorporated in the Position Description, followed by the appropriate steps for classification.

14.4 Processing a Position Description for position with an incumbent – Article 21.0

The incumbent completes the Position Description. The Description should detail significant current duties and responsibilities permanently required of the position, not those which are or will be assumed on a temporary basis. It should also detail current position requirements, not the incumbent's personal performance.

The incumbent reviews the Description with his/her immediate supervisor, who makes any necessary changes, and approves it. The supervisor should ensure the qualifications are reasonable and not unduly weighted by the incumbent's personal qualifications.

The Description is forwarded to Compensation in Human Resources, to initiate the classification process.

14.5 Salary Administration

Once a position has been assigned to a job family and classification, the salary structure consists of a series of steps corresponding to the ENMAX/CUPE Local 38 Agreement.

Individuals progress through the steps of their position as follows:

Step	Increment
Movement from Step One (1) to Step Two (2)	Twelve (12) Months
Movement from Step Two (2) to Step Three (3)	Twelve (12) Months
Movement from Step Three (3) to Step Four (4)	Six (6) Months
Movement from Step Four (4) to Step Five (5)	Six (6) Months
Movement from Step Five (5) to Step (6)	Experience Ratio & Performance

Salary incremental increases for the job families of Billing, Customer Service, and Trainer/Technical Advisor will be as follows:

Step	Increment
Movement from Step One (1) to Step Two (2)	Six (6) Months
Movement from Step Two (2) to Step Three (3)	Six (6) Months
Movement from Step Three (3) to Step Four (4)	Twelve (12) Months
Movement from Step Four (4) to Step Five (5)	Twelve (12) Months
Movement from Step Five (5) to Step (6)	Experience Ratio & Performance

Normally new employees will start at Step 1 of the applicable pay range. Starting at a subsequent step must be discussed with a Human Resources representative before a commitment is made.

14.6 Experience Ratio and Performance Rate

This rate was created to reward and recognize very experienced employees with good performance. Specifically, it is intended that approximately 10-15% of the most experienced employees performing at an acceptable standard will be eligible to reach this step.

Experience ratios are calculated for each employee based on years of related experience, years of experience at current level and years of experience at ENMAX.

Years of Related Experience:

The total number of years that you have worked in your field including years at ENMAX and any previous employers. For example, if you worked as an Accounting Assistant for 3 years at Company X, then came to ENMAX and worked as an Accounting Assistant for 3 more years, then as an Accountant for 3 years, and finally as a Financial Analyst for 2 years you would have a total of 11 years of related experience.

Years of Experience at Current Level:
The total number of years that you have worked in your current role or in a role at the same level (including ENMAX and any previous employers).

In the example above, you would have 2 years at your current level as a Financial Analyst.

Years of Experience at ENMAX:
The total number of years you have worked for ENMAX. In the example above, you would have 8 years of experience at ENMAX.

Each of these factors plays a part in determining the experience ratio. The following provides an explanation of the criteria and weighting for the term of the **2026-2028** Collective Agreement.

Factor	Weight	Max	Value			From Example
Years of Related Experience	25%	25	0 = .80 0.8 X 25% = 0.20	15 = 1.00 1.0 X 25% = 0.25	25 = 1.20 1.2 X 25% = 0.30	11 years = 0.95 0.9 X 25% = 0.24
Years of Experience at Current Level	50%	10	0 = .80 0.8 X 50% = 0.40	4 = 1.00 1.0 X 50% = 0.50	10 = 1.20 1.2 X 50% = 0.60	2 years = 0.90 0.9 X 50% = 0.45
Years of Experience at ENMAX	25%	5	0 = .80 0.8 X 25% = 0.20	3 = 1.00 1.0 X 25% = 0.25	5 = 1.20 1.2 X 25% = 0.30	8 years =1.20 1.2 X 25% = 0.30
						Exp. Ratio = 0.99

Performance:
To be eligible for the Experience Ratio rate, employees must be performing at an acceptable level or above. It is required that all employees will participate in an Annual Review Process. Ratings of "meets" or "exceeds" are required to move to the Experience Ratio rate.

Requests for Experience Ratio rate will be submitted to Human Resources by the employee along with a resume and documentation

supporting their request for review. If approved, the salary increase will be granted retroactively to the date the request was received.

Employees who have questions or concerns about the information used in determining their experience ratio should speak with their supervisor and HR representative. Supporting documentation, such as previous employment history, will be required if a change is requested.

14.7 Employees Red-Circled as a result of Market Based Pay Implementation

Job Transfers and Promotions – Effects on Red-Circling

Principles

- The move to market based pay will not adversely affect an individual's current rate of pay;
- Generally, if a person chooses to move to a position, **they** should move to the applicable rate of pay for the job **they have** selected;
- If a person moves as a result of a management decision, the effect on the individual should be minimized;
- Promotions related to "natural progression" should be compensated appropriately.

Guidelines

- General
  An individual will retain **their** "red-circling" for as long as **they** remain in the role which was deemed "red-circled".

- General Progression
  Where an individual is promoted to a position in a higher Classification within the same Job Family, **they** will retain the "red-circled" rate or move to the next highest step within the new Classification, whichever is greater.

- Lateral Moves
  The "red-circled" rate is retained for lateral moves within the same Job Family and Classification.

- Moving to a Different Job Family
  Where an individual chooses, and is selected to a position within any other Job Family, (of either higher or lower value) **they** will move to the appropriate rate within the new Classification and will no longer retain **their** "red-circled" rate.

- Moving to a Lower Classification within the Same Job Family
  Where an individual chooses, and is selected to a position within a lower classification in the same job family, **they** will move to the appropriate rate within the new Classification and will no longer retain **their** "red-circled" rate.

- Limited Term Employees
  Where a limited term employee reaches the 24 months of continuous employment and becomes permanent, **they** shall retain **their** "red-circled" rate.

  The above principles and guidelines apply to limited term employees

- Reversion
  Where an employee reverts to a position **they** previously held, **they** shall retain **their** "red-circling" for the position **they are** reverting to (revert to previous rate and have "red-circling" rules applied)

14.8 Communication

Compensation, in Human Resources Department, is responsible for:

- Providing advice and direction to management in the interpretation and application of the compensation program; and
- Implementing approved administrative procedures and practices required.

15.0 Position Elimination, Redeployment and Layoff – Article 23.0

This article explains the process to occur in the event that it is necessary to reduce the workforce and eliminate permanent bargaining unit positions.

Where a business transaction, such as work being contracted out, or the sale, lease or transfer of the business or a part of the business, results in job loss for permanent employees, ENMAX will approach the Union, as soon as feasible, to share information and look at ways to address employee concerns and lessen the impact on affected employees.

Where it becomes necessary to reduce the **workforce** due to lack of work, ENMAX will consider two options:

- Offer the affected employee severance as per Article 29; or
- Offer the affected employee redeployment.

Position(s) eliminations will be reviewed with the Union prior to the employee being notified.

If severance is offered, the employee has the choice to accept. If **they** accept, **they** will be terminated and release any right to redeployment or recall. If **they do** not accept, ENMAX will proceed with redeployment.

Redeployment:

If the employee chooses redeployment, or if ENMAX chooses not to offer severance, ENMAX will endeavor to find an alternate position for the employee through the following steps (moving to the next step where an alternate position can not be found):

1. Canvass existing vacancies in the same pay classification, for which the employee is qualified;

2. Canvass existing vacancies in a lower pay classification, for which the employee is qualified; OR

   The employee can chose to bump the most junior employee in the same pay classification or lower, for which the employee is qualified and more senior to. Consideration for these positions should occur as follows:

   - Temporary employees first,
   - Probationary employees second,
   - Permanent employees last.

   Once a suitable position has been found, the employee will be notified and offered that position. If the employee accepts, they will be placed into the position at the pay rate assigned to that new position.

   If a suitable alternate position is not found, or if the employee chooses not to accept the alternate position, they have the choice to be terminated (including receiving the appropriate severance, and releasing any right to redeployment or recall in the future), or to elect layoff subject to the recall provisions. If the employee chooses layoff and is not offered re-employment during the recall period severance will not be provided.

16.0 Recall – Article 24.0

If a vacancy in an established position arises in a classification in a work group formerly reduced, permanent employees previously removed from that classification will be offered the opportunity, once only, in order of seniority, to return to their former jobs. This right to return without posting shall be in effect for twenty-four (24) months from the date of removal.

For example, if a position is "eliminated" and an employee is redeployed to another job in a lower paying classification that is later (within 24 months) determined necessary, the employee removed from the position may be returned to that role unless there is a senior person who has also been removed from the same classification.

Employees who are not redeployed but elect layoff shall be eligible for recall and re-employment for a twelve (12) month period.

Employees on recall shall be considered for re-employment, in order of seniority, for vacancies arising during the recall period.

Employees who receive severance are not eligible for recall.

17.0 Termination – Article 29.0

Employees who are terminated and receive severance in accordance with this article will be provided with career transition services. Typically the services provided include up to three (3) hours of individual career counselling and up to two (2) days of workshops on career transition related topics such as resume writing, job search skills, interviewing, etc.

18.0 Appointments – Article 36.04

The intent of this article is to allow employees, when they are unable to make appointments on their day off, the time needed to ensure they remain healthy and productive employees. In the event, an employee exhausts their twelve (12) hour allotment for medical/dental appointments, they will have the option to use flex (full day) or vacation time or request the time be unpaid, all subject to manager approval. The employee should provide their supervisor with as much notice as possible to ensure the demands of the work unit are met.

The employee may be referred to the ability management program to ensure they are receiving appropriate treatment should there be a concern regarding the number of appointments.

Human Resources, the supervisor and the employee should discuss the needs to accommodate the employee's restrictions if there is an ongoing concern.

CUPE Local 38 / ENMAX Collective Agreement
Intent Document List of Revisions

Date of Change	Article Affected	Description of Change
February 25, 2004	-	Addition of number 14.0 Compensation Program to end of document as well as minor housekeeping changes (font, etc).
December 23, 2005	Article 7	Changes to number 4.0 Employees – Article 7
December 23, 2005	Article 16.07	Changes to number 5.0 Reversion to Previous Position – Article 16.07
December 23, 2005	Article 17	Changes to number 6.0 Temporary Assignments to Higher Rated Positions – Article 17
December 23, 2005	Article 23	Addition of number 15.0 – Position Elimination, Redeployment and Layoff – Article 23
December 23, 2005	Article 24	Addition of number 16.0 – Recall – Article 24
December 23, 2005	Article 29	Addition of number 17.0 – Termination – Article 29
December 4, 2008	Article 32	Change to number 11.0 Vacation – Article 32
December 4, 2008	Article 10	Change to number 13.0 – Flex Days – Article 10
December 4, 2008	Article 14.5	Changed reference to Step 6 to Experience Ratio and Performance rate
December 4, 2008	Article 14.5	Addition of the incremental increases for the classifications of Billing, Customer Service Representative and Trainer/Technical Advisor at the Customer Care Centre
December 4, 2008	Article 14.6	Made a separate item number for the explanation of the Experience Ratio and Performance Rate – changed remaining numbers so they follow correct numerical flow.
June 30, 2011	Article 4.3	Clarify that the employee may request a final performance status reports when a temporary position ends.
June 30, 2011	Article 13.0	Deleted the reference to the specific tool to bank days
April 2, 2014	Article 3.0	Education Allowance- LOU#3- changed to reflect updated terminology
April 2, 2014	Article 6.0	Article 17.0- Temporary Assignment to Higher Rated Positions- removed requirement to work full day
April 2, 2014	Article 18.0	Article 36.04- Appointments- added reference to 12 hours maximum and if exhausted employee can use flex or vacation subject to approval
December 15, 2016	Article 3.0	LOU#3- Education Allowance – changed CMA to CPA
December 15, 2016	Article 6.0	Article 17.0- added reference around examples and the rates being fictitious and for demonstration only
December 15, 2016	Article 11.0	Article 32.0- Vacation- added language to reflect vacation being pre-populated in

		January
December 15, 2016	Articles 13.0, 14.3, 14.4, 14.8, 18.0	Various article updates to reflect updated titles/department names
December 10, 2019	Article 10.03	Removed the 5 day maximum for booking flex days
December 10, 2019	Article 14.6	Updated to reflect the new term of the collective agreement
March 16, 2023	Article 17	Updated to gender neutral language
March 16, 2023	Article 23	Updated to gender neutral language
March 16, 2023	Compensation Program	Updated to require employees to submit request to Human resources for a step 6 review
June 26, 2026	**Article 13.0**	**Updated to gender neutral language**
June 26, 2026	**Article 14.7**	**Updated to gender neutral language**
June 26, 2026	**Article 15.0**	**Updated to gender neutral language**