



**DRAFT**

**MEMORANDUM OF AGREEMENT**

**Between ENMAX Corporation and**

**CUPE Local 38**

**As agreed to on DEC 15, 2016**

The respective bargaining committees agree to recommend acceptance of the following Memorandum of Agreement to their respective principles.

This Agreement, once approved by ENMAX Corporation, and once ratified by the CUPE Local 38 membership, is binding upon the parties.

CUPE Local 38 shall notify the Company in writing of the fact that the agreement has been ratified.

This document contains the following:

**1. Collective Agreement Language changes, additions and deletions are shown as follows:**

Additions are shown in bold font, **example**. Deletions are shown by strikethrough, ~~example~~. Changes are reflected in the addition or deletion of existing Collective Agreement language.

**2. Explanatory Notes or Intent language are shown as follows:**

*Notes/Intent – Do not form any part of the Collective Agreement, are presented like this in the attached Memorandum of Agreement, and are captured for illustrative purposes only.*

**Section A – Collective Agreement Language Changes**

**Section B – Letters of Understanding**

**Section C – Intent Document**

**Section D – Wages and Term**

Only collective agreement language changes are highlighted below. In the absence of changes identified the article will remain as is.



## Section A – Collective Agreement Language Changes

**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, sexual orientation, marital status, age, ancestry, 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.

**(NEW) 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.

### **7.10 Temporary Positions Reviews**

Employees occupying limited term positions shall have performance status reports prepared in their third (3rd) and ~~ninth (9th)~~ **fifth (5<sup>th</sup>)** months of employment. Should the position go beyond **five (5) months** a year in duration, the Employee may request **one additional** final performance status report ~~when the~~ **prior to the position ending ends.**

### **10.03 Standard Hours of Work**

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, up to five (5) flex days at a time. All flex days requests must be approved in advanced 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 shut down 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.

**10.07** Employees who work more ~~than that~~ five (5) hours shall be entitled to two (2) fifteen (15) minute breaks

**18.01 Temporary Work within the Bargaining Unit**

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 2016 rates paid, \$24.43, and will be subject to annual negotiated increases.**

**23.0 Position Elimination and Redeployment and Lay Off**

The changes reflected below are not new they are simply reflective of the current practice that was ratified by CUPE Local 38 members in 2015. Also see Section C for one additional update.

**23.01** 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 ~~a more the most~~ junior employee out of his/her position, as long as the position sought after is of the same pay grade (or lower) as the position-eliminated job (or lower) as the position-eliminated job and the position-eliminated employee is qualified for that ~~chosen~~ 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 his 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.

### 32.0 Vacation

**Notes/Intent** – *There are no material changes to the vacation language, the below simply reflects the new process around vacation accruals since the inception of Workday*

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

~~Vacation can be taken as accrued.~~

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.

Effective January 1, 2016 the maximum current vacation time will be 1.5x annual entitlement with any excess being paid out in the next pay period

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 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.

**32.04** ~~By giving two (2) full weeks' notice, employees may receive, on the last office day preceding commencement of their annual vacation, any pay deposits which may fall due during the period of their vacation.~~

Renumbered existing article 32.05 and 32.06 to 32.06 and 32.07 respectively.



ENMAX and CUPE agreed to update titles, departments, and system names which contains language throughout the Agreement, Letters of Understanding and Intent Document. The following housekeeping changes are simply capturing new titling or terminology (for brevity the entire articles are not copied below).

**8.03, 8.07, 8.09, 20.01, 22.01, 26.03, 27.01, 30.02, LOU#3, LOU#5, Intent 13.0, Intent 14.3, Intent 14.4, Intent 14.8, Intent 18.0**

The parties agreed to update titles, departments, and system names which contains language throughout the agreement and Intent Document. The following housekeeping changes are simply capturing new titling or terminology. **Language updated throughout agreement:**

- *Disability Management to **Ability Management***
- *VP HR to **EVP and Chief Human Resources Officer***
- *Director LR or **Director of HR** to **Director HR or designate***
- *Compensation Section to **Compensation***
- *Timekeeper to **Workday***



## **Section B- Letters of Understanding**

### **Re-Sign the Following Letters of Understanding, No Changes:**

- LOU 1- Alternate Hours of Work for Planners, Drafting Employees & Surveyors
- LOU 2- Retirement Bonus
- LOU 4- Clothing Addendum
- LOU 5- Annual Variable Pay Program
- LOU 6- Transfers and Promotions
- LOU 9- At Home Program
- LOU 10- Work Experience Opportunities

### **Delete the Following Letters of Understanding:**

- LOU 8- Hours of Work for the IT Service Desk

### **Amend the Following Letters of Understanding, See Attached:**

- LOU 3- Education Allowance
- LOU 7- Hours of Work for Customer Care
- LOU 11- Article 18.0 Temporary Work Within the Bargaining Unit



**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 **24-36** 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 Vice President of Human Resources whose decision will be final.



**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 8 hours shift and 1/2 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 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. Where the preference/performance scorecard are equal, then seniority shall govern;
  - f. Full time employees shall be entitled to two consecutive days off per week;
  - g. Shift bids results will ~~continue to~~ be posted **with 30 days' notice** by department, unless otherwise notified.
  - h. **There may be ad hoc schedule changes, and these may occur by mutual agreement between the supervisor and employee**
  - i. **Flex days will be scheduled, however employees have the ability to take three 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 2 days off but they may not always be consecutive. The business 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 company may hire specific limited term roles for such project work (as an example, students hired from 5pm to 9pm for outbound calling for a 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.**



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

**LOU #11- Re: Article 18.0 Temporary Work Within the Bargaining Unit**

Notwithstanding Article 18.0 of the collective agreement, the parties recognize there is occasional need for temporary project based work within the bargaining unit. In this case, ENMAX shall first post the temporary vacancy, and only where a temporary vacancy has not been filled due to a lack of qualified applicants both internal and external, ENMAX will have the right to use temporary contractors up to, but not to exceed twelve (12) months. The twelve (12) month period may be extended by mutual agreement of the parties in writing.

Upon request, ENMAX shall provide the Union the temporary vacancy posting and all applications. ENMAX will also provide the Union with the following information on a quarterly basis for temporary contractors hired to complete project based work within the CUPE bargaining unit: contractor employee name; location of assignment; reason for assignment; start date of assignment; and anticipated end date of assignment.

No employee shall be displaced as a direct result of the utilization of a temporary contractor, **however employees may be seconded to the project and, as a result, the role that was vacated may need to be backfilled by an employee and/or a temporary contractor for the duration of the project. In the case of employees, the current reversion rights stipulated in article 16.0 will be extended to all employees in the domino effect resulting for the duration of the project secondment.**

ENMAX will pay the Union the applicable percentage to reflect Union dues associated with that temporary contract position. ENMAX will also ensure that temporary contract employees receive no less than Step One (1) rate of pay for the position to which they have been assigned.



## Section C – Intent Document

### Intent 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 **CMA Certified 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 reimbursements at time of taking).

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

### Intent 6.0 Temporary Assignments to Higher Rated Positions- Article 17.0

The “Examples” listed in this article have out of date rates of pay therefore ENMAX and CUPE agreed to add in the following keeping the remainder of the intent article unchanged.

The following are for illustrative purposes only, ~~examples~~ 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.

#### **Intent 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** ~~Vacation can be taken as it is accrued which means employee's can take vacation as they earn it in the current year. Permanent employees with more than one (1) year service may use vacation before it is earned in cases where exceptional circumstances exist. This might occur where the employee is taking a rare extended holiday and doesn't have enough current or banked (stacked) vacation available. Employees 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.



**Intent 14.6 Experience Ratio and Performance Rate**

ENMAX and CUPE agree to review this article with the intent to simplify the experience ratio (step 6) calculations however have not made any changes to date. Any changes agreed to between the parties during the closed period will be presented to the CUPE membership for ratification.



## **Section D – Wages and Term**

**2017 - 1.25%** general increase for all employees on active status effective January 1, 2017.

**2018 - 2.25%** general increase for all employees on active status effective January 1, 2018.

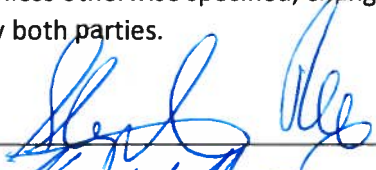
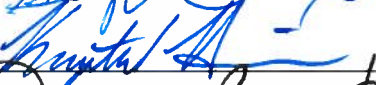
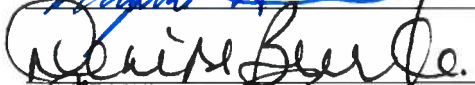


**2019 – 3%** general increase for employees on active status, split over effective dates of January 1, 2019 and July 1, 2019.

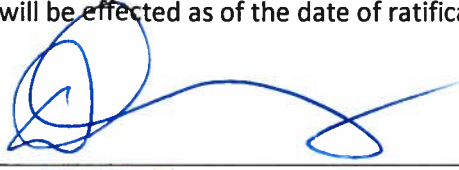




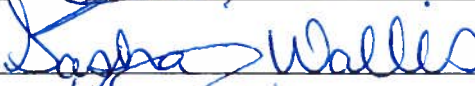

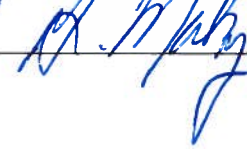


**Memorandum of Agreement  
Between the Negotiating Committees of  
ENMAX Corporation and CUPE Local 38**

The parties herein agree to the terms of this settlement as constituting full settlement of all issues between the parties on DEC 15 2016. The undersigned representatives of the parties agree to recommend acceptance of the terms of this offer of settlement to their respective principals.

Unless otherwise specified, changes to terms and conditions will be effected as of the date of ratification by both parties.

  
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