

Letter of Understanding #10

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

LOU #10 – Re: Academic Work Experience Opportunities for Students

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.

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

Academic 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.

Students 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 his/her employment. Representation rights will be limited to the first two steps of the Grievance Procedure. The second step decision will be final and binding.

Students 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 students will sever their ENMAX employee status.

Academic work experience opportunities created through Internship and Co-operative 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 children of ENMAX employees and enrolled at 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 1 academic term (4 months). Exceptions for extending the work term beyond 4 months to include 2 or more consecutive academic terms must be pre-approved in advance of the work term in writing by the educational institution, 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 8 months to 18 months depending on the structure and be pre-approved in advance of the work term in writing by the educational institution, CUPE and ENMAX.

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.

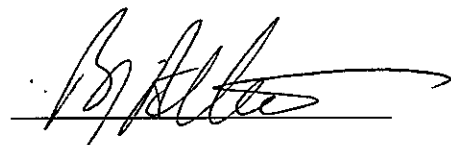
Implementation of these programs will be as follows:

1. Prior to implementing a placement, the Business Unit must consult with the Human Resources Business Partner coordinating student 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 an academic 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. Students will be entitled to the following compensation with the required legislative deductions but no other benefits:
 - a. ENMAX summer student positions will be paid at Administrator B Step 1
 - b. Co-op Students and Internships will be paid in accordance with Mercer Total Compensation Survey (MTCS) for similar co-op or internship positions which will be provided annually to the Union. In no case will the rate of pay be less than the rates under the ENMAX Summer Student Program.

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 22 day of February, 2012.

On behalf of ENMAX Corporation



Robert Altree
Director, Employee Relations
ENMAX Corporation

On behalf of Local 38



Peter Marsden, President
Local Union 38
Canadian Union of Public Employees