

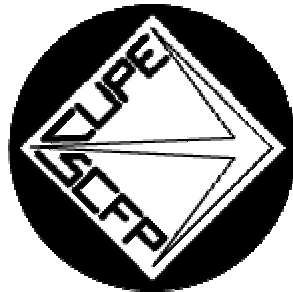
# **Collective Agreement**

# **Intent Document**

**Between**



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



**Local Union 38**  
**Canadian Union of Public Employees**

**Effective Date 2002-2004**

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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 #11**

This letter provides employees the opportunity to have 50% of their continued education paid for by ENMAX. Where the courses are part of a professional designation in the field the employee is employed in they will normally receive 100% reimbursement. For example an accountant taking courses in the CMA program.

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

Wellness courses such as stress management and yoga, can be reimbursed where legitimate reasons exist for not being able to attend courses that are offered by ENMAX. In exceptional circumstances courses other than those offered by ENMAX that benefit both the employee and ENMAX would be considered.

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

## **4.0 Employees - Article 7**

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 MEBAC 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 (3<sup>rd</sup>) and ninth (9<sup>th</sup>) 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 an exit interview 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 6-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, as intended by the trial period, prior to exercising the reversion option.

It is also understood that if the former position the employee held has been filled, ENMAX can 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 Senior Positions - Article 17**

The intent of Article 17.0 (112.01) 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 an up to date job description.

The assignment must be for a minimum of one full workday and 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.

## **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, and 308.04 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**

This article sets out the vacation entitlements for employees. 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.

## **12.0 Vacation - Article 33**

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**

This clause provides employees with one (1) flex day per month, which is not paid for as the employees are only paid for 76.3 hours bi-weekly while working 80 hours. It is therefore important that the supervisor and employee sit down in advance, and discuss which day is mutually agreeable to be taken off that month. It is the intent that employees take their flex days each month and not to save them. In the event that an employee is not permitted to take a flex day in a given month due to workload, they shall bank the flex day. If the employee has already banked the maximum three (3) days allowed, they will receive eight (8) hours pay at double time (2X).

In the event that an employee and their supervisor are unable to reach agreement on which day the flex day will be, the supervisor shall provide four (4) possible days which will include two (2) Mondays, and two (2) Fridays for which the employee must choose one of. The days the employee must choose from shall not be within five (5) days of the date the employee is required to make their decision.

