

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: 2023-2025

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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 mid year, 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 **2023-2025** Collective Agreement.

Factor	Weight	Max	Value			From Example
Years of Related Experience	25%	25	0 = .80	15 = 1.00	25 = 1.20	11 years = 0.95
			0.8 X 25% = 0.20	1.0 X 25% = 0.25	1.2 X 25% = 0.30	0.9 X 25% = 0.24
Years of Experience at Current Level	50%	10	0 = .80	4 = 1.00	10 = 1.20	2 years = 0.90
			0.8 X 50% = 0.40	1.0 X 50% = 0.50	1.2 X 50% = 0.60	0.9 X 50% = 0.45
Years of Experience at ENMAX	25%	5	0 = .80	3 = 1.00	5 = 1.20	8 years = 1.20
			0.8 X 25% = 0.20	1.0 X 25% = 0.25	1.2 X 25% = 0.30	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, he should move to the applicable rate of pay for the job he has 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 his "red-circling" for as long as he remains 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, he 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) he will move to the appropriate rate within the new Classification and will no longer retain his "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, he will move to the appropriate rate within the new Classification and will no longer retain his “red-circled” rate.
- Limited Term Employees
Where a limited term employee reaches the 24 months of continuous employment and becomes permanent, he shall retain his “red-circled” rate.

The above principles and guidelines apply to limited term employees

- Reversion
Where an employee reverts to a position he previously held, he shall retain his “red-circling” for the position he is 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 working force 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 he accepts, he will be terminated and release any right to redeployment or recall. If he does 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