

**COLLECTIVE AGREEMENT**

**BETWEEN**

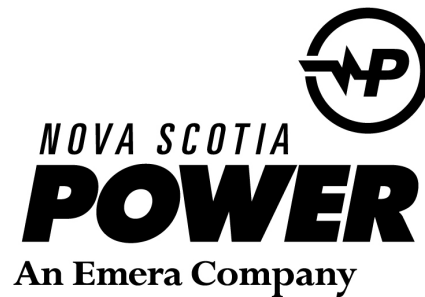
**NOVA SCOTIA POWER INCORPORATED**

**AND**

**LOCAL UNION NO. 1928 OF THE**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS**

**Effective April 1, 2003 to July 31, 2007**





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This agreement made as of **April 1, 2003**

Between

Nova Scotia Power Incorporated, a body corporate, under the laws of Nova Scotia, having its head office in the City of Halifax, hereinafter referred to as the Company.

and

Local Union 1928 of the International Brotherhood of Electrical Workers, duly certified as Bargaining Agent for certain employees of Nova Scotia Power Incorporated as certified by the Labour Relations Board (Nova Scotia) hereinafter referred to as the Union.

## **SECTION A**

### **ARTICLE 1 - RECOGNITION**

Whereas the Company recognizes the Union as the exclusive bargaining agent for a bargaining unit consisting of all employees of the Company as set out by Labour Relations Board Order No. 2108, dated the 20th day of September 1974, and amended by Labour Relations Board Order Number 2186 dated May 12, 1975, which reads as follows: Therefore, the Labour Relations Board (Nova Scotia) having considered the agreement of the parties as to the description of the bargaining unit hereby revokes Labour Relations Board No. 1415, dated October 10, 1969, and Labour Relations Board No. 1963, dated April 16, 1973, and certifies Local 1928, International Brotherhood of Electrical Workers, as the Bargaining Agent for a Bargaining Unit consisting of all employees of Nova Scotia Power Incorporated in the Province of Nova Scotia, but excluding Supervisor and those equivalent to the rank of Supervisor and above, Office Employees, those persons excluded by Paragraphs (a) and (b) of Subsection (2) of Section 1 of the Trade Union Act, and those employees excluded in Labour Relations Board No. 1779 dated June 17, 1971.

1993 04 19 - Labour Relations Board Order No. 4085 which reads as follows:

THEREFORE, the Labour Relations Board (Nova Scotia) does hereby certify the International Brotherhood of Electrical Workers, Local 1928, Halifax, Nova Scotia, as the Bargaining Agent for a Bargaining Unit consisting of all full-time and regular part-time employees of Nova Scotia Power Incorporated, at the Glace Bay Generating Station, Lake Road, Glace Bay, Nova Scotia, but excluding Office Employees, Supervisor and above the rank of Supervisor and those persons excluded by Paragraphs (a) and (b) of Subsection (2) of Section 2 of the Trade Union Act.

### **ARTICLE 2 - NO STRIKE OR LOCKOUT**

At no time during the life of this agreement shall there be any strike, cessation, retarding, or stoppage of work for any reason by the Union members, either collectively or individually, nor at any time shall the Company cause a lockout of its employees.

### **ARTICLE 3 - UNION SECURITY**

#### **3.1 UNION DUES AND ORIENTATION**

The Company shall honour an employee's written assignment of wages to the Union and shall make the deductions from the employee's pay bi-weekly and remit same to the Financial Secretary of the Union, for such employees as have authorized the Company to do so by their signature to an agreed form of authorization in compliance with the Nova Scotia Trade Union Act.

The Union will be included as part of the present orientation program of N.S. Power. An information session for Unionized employees will be given by the Business Manager or area representative at the orientation program.

### **3.2 RAND FORMULA - PRESENT EMPLOYEES**

All present employees who are not members of the Union must agree to payment to the Union through check-off of an amount equivalent to Union dues as a condition of employment.

### **3.3 NEW AND TERM EMPLOYEES**

- (1) All new regular employees shall, as a condition of employment, become members of the Union within three (3) months (ninety days) of the commencement of their employment provided, however, that such employees shall pay to the Union through check-off an amount equivalent to Union dues from the commencement of employment to the time of the commencement of Union membership.
- (2) All term employees as a condition of employment must agree to the payment to the Union through check-off an amount equivalent to Union dues. However, such employees are not required to become members of the Union.

### **3.4 MAINTENANCE OF MEMBERSHIP**

All employees who are presently members of the Union and those who subsequently elect to become members shall, as a condition of employment, maintain such membership.

### **3.5 UNION DUES DEDUCTION**

The Union will save the Company harmless from any and all claims that may be made against the Company for amounts deducted in accordance with the above.

### **3.6 CONTRACTING OUT**

The Company shall not contract out work if there are a sufficient number of qualified employees on layoff who can perform the work in question in a cost effective manner. The Company will meet with a Union Committee to identify and explore opportunities to reduce contracting out.

## **ARTICLE 4 - APPRENTICESHIP**

**4.1 Trades training programs will involve the N.S. Department of Education (apprenticeship division), the Department of Environment and Labour, the Nova Scotia Community College, and representatives from industry as appropriate from a curriculum, licensing and funding perspective.**

**4.2 The Company and the Union agree to create a Joint Apprenticeship Committee consisting of three members from the Company and three members from the Union. One of the members will be from Human Resources and will act as chair of the Joint Apprenticeship Committee.**

**4.3 The Company will pay into an Apprenticeship Fund two cents (\$0.02) on all hours paid per employee within the scope of the Collective Agreement. In addition, the Company will deduct and remit an additional two cents (\$0.02) per hour on all hours paid from all employees within the scope of this Collective Agreement to also be paid into the Apprenticeship Fund.**

**(1) The Apprenticeship Fund will be managed by the Joint Apprenticeship Committee through the Human Resources Team in support of programs outlined in the NSPI/IBEW Apprenticeship Manual.**

**(2) Selection of Apprentices will come from the regular unionized employees first and Labour Pool “B” second, before going outside the Company, provided they meet the criteria of the screening process.**

**(3) Where there is a reduction in the workload for apprentices, the intent is to diminish the impact on them. NSPI will consider but not limit themselves to the following options:**

- **displacement of term employees where the apprentice has the qualifications and ability to do the work;**
- **work opportunities throughout Emera;**
- **offset non-union contracting out where it is cost effective to do so;**
- **bridge employees to retirement (voluntary); and,**
- **temporary layoff.**

**4.4 Apprentices’ hours of work can be changed with a minimum of five (5) working days’ notice. In addition, hours of work shall reflect a normal shift cycle and be based on the specific classification the apprentice is being assigned to.**

## **ARTICLE 5 - RIGHTS OF MANAGEMENT**

The Company retains all rights to manage its operation in every respect except in so far as these rights may be restricted either expressly or by necessary implication by the terms of this Agreement.

## **ARTICLE 6 - DEFINITIONS**

### **6.1 REGULAR EMPLOYEE**

An employee who is filling any regular position and who has successfully completed the three month probationary period and who is not a term employee.

## 6.2 LEADING HAND

An employee who is in charge of a crew and continues to be a working member of the crew.

## 6.3 REGULAR LAID OFF EMPLOYEE

An employee who was previously employed in a regular position as per 6.1 and is now on layoff.

## 6.4 APPRENTICE

**An employee indentured into a recognized trade through the Department of Education or who has entered into a recognized in-house apprenticeship program as outlined in the NSPI/IBEW Apprenticeship Manual.**

## 6.5 DEFINED HEADQUARTERS

A defined headquarters shall be the point where the employees normally report to commence work, such as Regional Headquarters, District Headquarters, Line Construction Headquarters, Generating Station, Meter Room, System Headquarters, etc. and line headquarters such as East, West, Central or divisions thereof.

## 6.6 DEFINED GEOGRAPHIC AREAS

Certain construction personnel shall have a defined geographic area in which they are normally required to work - e.g., Western, Central, Eastern and Halifax.

## 6.7 TEMPORARY REPORT POINT

(1) A temporary report point is the location where certain employees are required to report for work when the distance between the defined headquarters and the job site makes daily travel impractical.

(2) The job site is the location(s) where the work is actually being carried out.

**Note: For clarity, as outlined in the PLT initiative, temporary report point is the location where work is taking place and where the distance from the residence of the employee assigned to perform the work at that location is further than from their defined headquarters. (Reference Article 13.4(2) for compensation)**

## 6.8 TERM EMPLOYEE

An employee who works:

(1) On a construction job.

(2) On a project.



- (3) On other jobs for a period of time not exceeding nine (9) months except for terms replacing employees on long-term disability, in which case the period of time may be extended by mutual agreement.
- (4) Term employees may be hired to fill a vacancy created by the death or resignation of a regular employee for the period of time required for posting and filling the vacancy which in no case shall be more than five (5) months from the date the vacancy occurs. Qualified term employees will fill regular positions if there are no successful applicants among the regular employees or apprentices to fill the vacancy.
- (5) Term employees will become part of the NSPI/IBEW Labour Pool and hired through the provisions outlined under Section B and the Labour Pool Guidelines.

## **6.9 SENIORITY**

Length of continuous service as a regular employee in the bargaining unit or as a laid-off Regular Employee in the Labour Pool.

Note: Prior to September 26, 1980, the definition of seniority read: "Length of continuous service as a regular employee of the Corporation".

## **6.10 MULTI-TRADES**

**An employee who possesses two trades certificates recognized by the NSPI/IBEW Joint Apprenticeship Committee and as detailed in our NSPI/IBEW Apprenticeship Manual. The classifications are identified in the table below.**

**Note: These positions will be posted through the competition process based on the business needs.**

MULTI-TRADE AND POWER PLANT TECHNICIAN CHART								
	Power Engineer	Power Plant Technician	Powerline Technician	High Pressure Welder	Industrial Mechanic Millwright	Pipefitter	Machinist	Industrial Electrician
Power Engineer		PPTII			MT			
Power Plant Technician	PPTII							PPTII
Powerline Technician								MT
High Pressure Welder					MT	MT	MT	
Industrial Mechanic Millwright	MT			MT				MT
Pipefitter				MT				
Machinist				MT				
Industrial Electrician		PPTII	MT		MT			

### 6.11 POWER PLANT TECHNICIAN CLASSIFICATIONS

(1) **Power Plant Technician I (PPTI)** is an employee who holds an electrical technician, instrument technician or chemical technician ticket that is recognized through the NSPI/IBEW Apprenticeship Manual. **Power Plant Technician II (PPTII)** is a PPTI who also holds at least one other valid ticket in the combinations noted below:

- (A) **Electrical Technician and Power Engineer**
- (B) **Instrument Technician and Power Engineer**
- (C) **Chemical Technician and Power Engineer**
- (D) **Electrical Technician and Industrial Electrician**
- (E) **Instrument Technician and Industrial Electrician**
- (F) **Chemical Technician and Industrial Electrician**

(2) NSPI also supports combinations within the PPTI classification and agree that the following combinations would qualify for PPTII status when posted:

- (A) **Instrument Technician and Electrical Technician**
- (B) **Chemical Technician and Electrical Technician**

**(C) Instrument Technician and Chemical Technician**

- (3) Employees with the PPTII designation will receive 5% above their highest rate classification. Controls Technicians at Point Aconi will be considered to have PPTII status. These employees currently receive the 5% premium, so their rate remains the same.**
- (4) Seniority and qualifications will determine the ability of a PPTI to displace a PPTII in the event of a layoff.**

**Note for clarity: As of the date of ratification employees holding a Power Plant Technician I position within Power Production shall be considered eligible for any future Power Plant Technician II postings whether or not they have SCETTENS certification. Employees hired after the date of ratification will require the full qualifications as outlined in the NSPI/IBEW Apprentice Manual.**

**If a Power Plant Technician I is within ten (10) years of an unreduced pension, he/she shall, for the purpose of layoff, be considered to have seniority within the Power Plant Technician II classifications.**

## **ARTICLE 7 - GENERAL**

### **7.1 CLASSIFICATIONS**

All regular employees working within the jurisdiction of the Union shall be classified under one of the classifications and receive the rate of pay for that classification as provided in this Agreement. The rate and conditions for any new classification within the scope of this Agreement, created or established during the life of this Agreement, shall be negotiated with the Union within thirty (30) days of such establishment and shall be reduced to writing and be appended and become part of this Agreement. In the event that the parties are unable to agree on such rate and condition the matter shall be submitted to arbitration as per Article 19 and the decision of the arbitrator shall be final and binding.

### **7.2 UNION OFFICERS LIST**

The Union shall provide a list of its officers and shop stewards and such list shall be kept up to date by notifying the Human Resource Department of the Company in writing of any changes as may occur.

### **7.3 UNION BUSINESS: TIME OFF**

- (1) The Company agrees to allow employees serving as Shop Stewards, members of the Grievance Committee and Officers of the Union, sufficient time during regular working hours in which to carry out Union - Company business.**

- (2) When it becomes necessary to require the attendance of a Union Committee for the purpose of transaction of necessary business with the Company the employee shall suffer no loss in pay. The Company shall not be obliged to pay overtime or expenses.
- (3) When it becomes necessary to require the attendance of a Union Committee during working hours for the purpose of attending arbitration hearings the Company shall not pay wages or expenses.
- (4) Union Committees meeting with the Company shall be as small as reasonably possible, both for the purpose of facilitating the transaction of the business at issue and to avoid undue absence of employees from duty.
- (5) The Company agrees to pay employees while off on Union business and invoice the Union for the cost of wages and benefits.

#### **7.4 UNION BUSINESS: SITE VISIT**

No officer, official or representative of the Union shall, during normal working hours, conduct Union business or activities on the plant or premises of the Company without consent of the Company's Manager or their designee in charge of the area concerned, and no official or representative of the Union who is not an employee of the Company shall have access to the plant or premises of the Company without the consent of such Manager or their designee. Permission to enter the property will not be unreasonably withheld.

#### **7.5 UNION BUSINESS: LEAVE OF ABSENCE**

- (1) Any employee or employees who may be selected by the Local Union or the N.S. Federation of Labour or the Canadian Labour Congress or the International Brotherhood of Electrical Workers as an International Representative or for an executive position that requires them to divorce themselves from the Company as a regular employee will be given the opportunity to arrange for leave of absence, provided the employee has given the Company at least one month's notice. Such leave of absence for a position with the Local Union shall be indefinite but shall not exceed six (6) months if for a position with the N.S. Federation of Labour or the Canadian Labour Congress, or as an International Brotherhood of Electrical Workers International Representative.
- (2) Should any such employee wish to return to the Company as a regular employee, the Company will provide him/her with work, in the same or similar type of work in which he/she was employed before such leave of absence, provided that he/she has continued, at their own expense, contributions to pension, group insurance, health plan, etc. In such event, he/she shall retain their status in such benefits and shall retain their seniority with the Company as if he/she had been continually employed.

#### **7.6 JOB VACANCIES**

- (1) Selection of employees for filling job vacancies shall be based on the following factors; qualifications, ability, and past performance as an employee. Where two or more

applicants are considered by the Company to be equally qualified after giving consideration to the above factors, seniority shall be the governing factor.

- (2) When all applicants are of the same classification as the job vacancy then selection shall be made on the basis of seniority subject to past performance as an employee.

## **7.7 DEMOTION, LAYOFF, TRANSFER**

- (1) Selection of employees for demotion, layoff or transfer because of a reduction in the work force shall be based on seniority, provided that the senior employees have the necessary qualifications and ability to perform the job requirements.
- (2) Employees electing to work in a lower classification as the result of being designated for layoff or being displaced shall retain their former rate of pay until the rate of their new classification catches up if such employees have thirty (30) years of service, or fifteen (15) years of service and are fifty (50) years of age.

- (3) Temporary Lay Off (TLO) - Supplemental Unemployment Benefits (SUB) Plan

The Company and the Union will jointly apply to participate with Human Resources Development Canada in a temporary layoff arrangement. The terms and conditions will be governed by the joint application approved by Human Resources Development Canada and may vary in accordance with this approval. Highlights of this application and plan are as follows:

- (A) Benefit level calculations are to be within the guidelines of the plan equivalent to 77.5% of normal gross income. In any week, the total amount of SUB and the weekly rate of EI benefits will not exceed 77.5% of the employee's weekly earnings.
- (B) Employees selected for a SUB Plan will be in accordance with the guidelines of the Collective Agreement in regards to seniority.
- (C) The Company and the employee will contribute their normal shared contributions to health benefit plans, accidental death, pension and other sundry plans.
- (D) The employee will continue to earn years of service and seniority credits while on a SUB Plan.
- (E) The employee will continue to pay regular Union dues while on a SUB Plan.
- (F) The SUB Plan will be in effect from date of ratification for the life of the Collective Agreement.
- (G) The SUB Plan will have a minimum of four (4) weeks' duration to a maximum of twenty six (26) weeks' duration in a twelve (12) month period.
- (H) The SUB Plan will apply to all classifications covered by the Collective Agreement. Employees on TLO do not have the right to bump in their classification or any other

- classification within or outside their defined headquarters. Employees on TLO will be laid off and recalled into their classification at their normal defined headquarters.
- (I) Employees injured or who become ill while on TLO are eligible for Short Term and Long Term disability upon recall subject to the qualifying terms and conditions for these benefits.
  - (J) Employees on TLO are ineligible for severance pay while on TLO. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under this article.
  - (K) The time employees are on TLO does not qualify for vacation time.
  - (L) Employees on TLO will be entitled to vacation earned prior to and following a TLO in the calendar year in which the TLO occurs.
  - (M) During the two (2) week EI waiting period when no EI benefits are paid, the Company agrees to pay the employee an allowance equivalent to 77.5% of their regular normal gross pay.
  - (N) Earnings from supplementary unemployment benefits will be counted as pensionable earnings.
  - (O) Employees must apply for and be in receipt of employment insurance benefits in order to receive the SUB allowance.
  - (P) The plan is financed by Nova Scotia Power's general revenues. A separate accounting will be kept on these payments.
  - (Q) The employer and the Union will inform Human Resources Development Canada in writing of any changes to the plan within thirty (30) days of the effective date of the change.
  - (R) Employees have no right to SUB payment except for supplementation of employment insurance benefits during periods specified in this article.
- (4) **TLO Seniority**

**Written notice of a temporary layoff will be provided to the Business Manager of the Union five (5) calendar days in advance of the temporary lay-off.**

**Where a temporary layoff impacts trades that have shift and non-shift classifications, these employees will be laid off in order of seniority and within their respective depot, plant or geographic area, provided qualified employees are available to fill shift positions. Where qualified employees are not available to fill shift positions, employees will be laid off in accordance with seniority in the classification.**

## (5) Layoff

- (A) The Company will notify the Union at least sixty (60) calendar days prior to the effective date of layoff of designated employees.
- (B) Regular employees, designated for layoff, based on seniority, and having the necessary qualifications and ability to perform the job requirements shall have the following rights:
- (1) To displace term employees and retain regular employee status but at the applicable term rate.
  - (2) To displace other employees in similar or related positions.
  - (3) A three (3) week familiarization period in the position selected. For Steam Plant Operators only, this familiarization period will be three complete shift cycles.
- Seniority, qualifications and ability shall govern an employee's capability of filling a displaced position and the rate of pay shall not affect in any way whether the displacement can take place (leading hand positions excluded).
- (C) Regular employees, when notified that they have been designated for layoff or are being laid off due to being displaced, must indicate the option they will exercise within a maximum of twenty-one (21) calendar days from the day of receiving such notice.
- (D) A committee of two (2) representing the Union and two (2) representing the Company will be available to advise affected employees prior to and during the period of layoff.
- (E) Apprentices will be subject to layoff the same as regular employees.
- (F) A regular laid off employee, who is a member of the Labour Pool, when working with NSPI shall be able to participate in the following benefits package regardless of length of Labour Pool assignment:
1. Sick Days - maximum 5 days per calendar year pro-rated.
  2. Hospital, Health & Prescription Drug benefit - same plan as for regular employees (50/50 cost shared).
  3. Basic AD&D plan - \$25,000 coverage (50/50 cost shared).
  4. Optional Group Life Insurance - same plan as for regular employees (100% employee paid).
  5. Pension Plan for Employees of NSPI - same as for regular employees.
  6. Vacation - same eligibility and accrual as for regular employees.

**(6) SEVERANCE OPTION**

During the term of this Collective Agreement, employees subject to layoff have the option to elect a severance payment as follows:

- (A) In addition to the sixty (60) days' notice, employees will receive three and two-thirds (3 2/3) weeks' pay for each completed year of service (maximum twenty-four [24] years).
- (B) Employees accepting this severance are deemed to have terminated their employment and are not eligible for recall as per Article 7.8 or automatic entry to the Labour Pool.

**7.8 RECALL**

- (1) Employees who are under notice of layoff, who are on layoff, or displaced, or who have elected to work in a lower classification or work in a similar classification shall be recalled to vacant positions, provided that no senior, regular employee applicants qualify and they have sufficient qualifications and ability to perform the job in their own or former laid off/displaced classification before such positions are filled by new employees.
- (2) For purposes of this Article, a new employee is defined as a person who was not previously on the payroll of NSPI as a regular employee.
- (3) Laid-off regular employees who wish to be considered for vacancies in other than their own classification must so advise Human Resources.
- (4) Employees subject to recall (as indicated on their application), referred to in 7.8 (1), will be recalled based on province wide seniority if they were members in good standing of the Union when laid off or displaced.
- (5) When an employee has been given notice of layoff and elects to take a lower classification and subsequently receives another notice of layoff, then he/she is able to displace employees in a classification equal to his or her original classification.
- (6) An employee who applies for and fills a posted vacancy is not entitled to recall.
- (7) An employee who does not apply for a posted vacancy shall not lose their rights to recall.

**7.9 SHIFT WORKERS TRANSFER**

When there is an opportunity for employees presently working on shift work to fill vacancies in any other type of work, preference in the filling of such vacancies will be given to the senior shift workers, providing they have suitable job qualifications and ability, without prejudice to other employees who may wish to be considered.

**7.10 TECHNOLOGICAL CHANGE; EMPLOYEE DISPLACEMENT**

- (1) It is agreed that displacement of employees due to technological changes in the Company



will be dealt with according to the principles as outlined in the Automation and Worker Displacement guide adopted by the third Nova Scotia Joint Labour Management Study Conference.

- (2) The Business Manager of the Union and Nova Scotia Power will put into place a committee as far in advance as possible to deal with issues of employee displacement. The committee will have the power of ratification.

## 7.11 SENIORITY

The following will apply with respect to bargaining unit seniority as it applies to former employees or those who have been promoted to supervisory positions:

- (1) Regular employees who have been laid off shall maintain their seniority for a period of twelve (12) months. No employee shall increase their seniority during a lay-off unless a member of the Labour Pool.
- (2) **Employees accepting a position outside the bargaining unit shall retain their bargaining unit seniority for a period of up to nine (9) months. Should the employee be returned to the bargaining unit any time during the nine (9) month period, he/she shall revert to their former position with no loss of seniority.**
- (3) The Company shall annually provide the Union with a seniority list, which shall include the names of all employees in the bargaining unit, the dates of their employment, and their occupational classifications. This seniority list shall have an effective date of January 1st of each year and shall be circulated by January 31st of the same year.
- (4) An employee shall be deemed to have lost seniority rights if he/she is discharged or quits their employment.

## 7.12 PERFORMANCE OF WORK BY SUPERVISORS

Supervisors shall not perform work of members of the bargaining unit except in cases of emergency or for the purpose of inspection of work performed by members of the Bargaining Unit or the instruction of employees.

## 7.13 SUBSTITUTION FOR SUPERVISOR, LEADING HAND

- (1) Substitutions will only be made for Supervisor and Leading Hands at the discretion of the Company. However, where a working crew has been normally supervised by a Supervisor or Leading Hand, a substitution will be made within one calendar day under any one of the following circumstances:
  - (A) Where, if a substitution were not made, the crew would have no supervision.
  - (B) Where no permanent organization change is involved.

- (C) Where two or more Powerline Technicians, Electricians or hydro-maintenance employees are engaged in work at locations other than at their normal headquarters.
- (2) There will be no substitution whatsoever unless and until the substitution is designated by means of a written memorandum stating exactly who is to substitute and for whom and in what capacity he/she is substituting.
- (3) Substitutions may continue until such time as the person substituted for returns to work or their position is declared vacant.
- (4) When two or more Powerline Technicians, Electricians or hydro-maintenance employees are working together without direct supervision of a Leading Hand or Supervisor, then one shall be paid at the Leading Hand's rate of pay, when working away from defined headquarters.
- (5) Career counselling will be given to all employees following their duty in an acting position as Leading Hand or Supervisor. Employees will be given a copy of the discussion.

#### **7.14 PROBATIONARY EMPLOYEES**

- (1) A new employee designated by the Company to fill a regular position shall be required to undergo a probationary period of three (3) months on the job. During such probationary period, he/she may be released at any time and such discharge shall not be made the subject of a grievance by the Union.

Following the completion of their probationary period, he/she shall have their date of service backdated to the date on which he/she commenced their probationary period.

- (2) Where an employee is upgraded in the bargaining unit, they shall have a period of up to three (3) months to establish their competency. If, in the opinion of their Supervisors, he/she fails to make satisfactory progress at any time during this period, he/she may be removed from the job and reverted to the position which he/she formerly held.

If, during the three (3) month period the employee wishes to revert to his/her former position, he/she shall have the right to do so.

#### **7.15 LEARNER CLASSIFICATIONS**

Employees in Learner Classifications must prove by examination and job performance that they are making satisfactory progress in the training program. In the event of unsatisfactory progress, they may be released.

#### **7.16 JOB VACANCY POSTINGS**

- (1) **The Company agrees to post notices of all job vacancies within the scope of this Agreement. These notices shall be numbered consecutively and include classification, multi-trade, rate of pay and location of job and will be posted on all**

**bulletin boards. Such notice shall be posted for a period of fifteen (15) calendar days.**

- (2) Every effort will be made to fill job vacancies from within the existing work force.
- (3) Regular positions shall be filled with qualified regular or regular laid off employees and not Apprentices unless there are no qualified regular or regular laid off employees to fill the position when so posted.
- (4) Apprentices occupying a regular position on successful completion of their apprenticeship will not be required to reapply for their regular position.
- (5) Applicants not selected to fill the position applied for will be so advised without unreasonable delay by the Human Resources Department. Unsuccessful applicants may consult with their Supervisors and/or request counselling from the Human Resources Department as to why they were not selected.
- (6) Apprentices will be permitted to apply for posted vacancies during the last three (3) months of their apprenticeship. An apprentice who has not obtained or accepted a regular position by their graduation date will be released from employment.
- (7) The Company shall post a monthly statement on all bulletin boards showing the names and postings of people who have been appointed to fill vacancies during the previous month.

#### **7.17 TEMPORARY ASSIGNMENTS**

**It is agreed that where an employee is assigned to temporarily perform work in a classification paying a lower rate than their own, he/she shall be paid their regular rate. If an employee is assigned to a higher rated job classification for one (1) hour or more, he/she shall be paid the higher rate for the hours worked in the higher classification. When so assigned the employee shall receive no less than their normal hourly rate at their normal weekly hours of work. The provisions of this clause do not apply to Apprentices working within their own trade.**

#### **7.18 INCLEMENT WEATHER**

When in the opinion of the Supervisor, the weather is unsuitable for outside work and no emergency exists, employees covered by the Agreement shall work under shelter at such employment in connection with the Company's business as may be available within their Department.

#### **7.19 TIME OFF WITHOUT PAY**

A reasonable request from an employee for time off will be granted by the Company without pay provided that the request is not made too frequently and that it does not interfere with the normal operations of the Company Department. It is expected that whenever possible the request will be made twenty-four (24) hours preceding the calendar

day for which absence is requested. The statement by the employee that he/she requests the time off for "personal business" will under normal circumstances be considered a reasonable request.

## **7.20 TEMPORARY APPOINTMENT (CUSTOMER SERVICE DIVISIONS)**

Should a Leading Powerline Technician or Leading Electrician (Customer Service Divisions) be required to direct more than one crew when necessary to coordinate the total job, he/she shall be appointed as a temporary Supervisor while such direction is required to coordinate the actual job.

## **7.21 NON-VOLUNTARY TRANSFER**

A regular employee holding a regular position shall not, without their consent, be transferred to a different defined headquarters while their original position still exists and he/she is capable of fulfilling the job requirements. The provisions of this clause do not apply to apprentices working within their own trade.

## **7.22 TRAINING COURSES - EXPENSES**

The Company and IBEW encourage all employees to participate in upgrade or job related training. Both recognize the cost and difficulties in planning training and still maintain the operations of the Company.

Every effort will be made to have classroom training scheduled during regular hours. However in the event this cannot be done:

- (1) All hours paid outside regular hours of work shall be paid at straight time rates of pay. Attendance will be on a voluntary basis.
- (2) Employees shall be given at least ten (10) days' notice for a change of shift to accommodate training. When an employee on day shift twelve (12) hour pattern goes off shift for training, on completion of that training he/she will return to their day shift.
- (3) Modified work patterns to attend daytime training programs would allow backshift Power Engineers (12 hour shift) to change their shift to a 12 hour day shift at straight time within their four and six cycle.
- (4) **Power Engineers shall select from (a) or (b) below:**

**(A) Power Engineers shall be paid thirty-seven and a half (37½) hours per week, which will be pensionable time. They will be scheduled to work thirty-five (35) hours per week on average and will be available for one hundred and thirty (130) hours per year for training. A Joint Training Committee will be formed in each plant to plan and administer the training hours. Time off in lieu can be used to replace up to eight (8) hours of the training time if a deficit occurs at the end of the year. An annual evaluation of the training days will be conducted for a minimum of two (2) years following the ratification of the contract.**

**(B) Power Engineers who do not choose to be included in option A will continue to be paid thirty-five (35) hours per week and will be required to attend the following training and will be paid at two times their regular rate for the hours in this training: Safe Work Permits, WHMIS, transportation of dangerous goods and Confined Space Awareness.**

**Note: For clarity purposes, overtime rates do not apply when training is carried out during the employee's regular shift schedule.**

- (5) Upon ratification of the contract, all Power Engineers shall have until December 31, 2004 or March 31, 2005 to select option A or B.**
- (6) The increase in pay to thirty-seven and a half (37½) hours per week will begin January 1, 2005 or April 1, 2005. (Power Engineers selecting the March 31<sup>st</sup> date will have their hours pro-rated for the remainder of 2005.)**
- (7) All Power Engineers hired after ratification will be automatically included in option A.**
- (8) Employees taking training (other than apprenticeship training) sponsored or provided by the Company will have expenses covered as follows:**
  - (A) IN PROVINCE - The Company will be responsible for individual accommodations and meals (\$33.00 per day maximum) consumed away from home except when provided, seven (7) days per week - as necessary. In addition, each employee will be paid a travel expense equivalent to the current mileage rate for one round trip unless transportation is supplied by the Company.**

**Note: For clarity, this does not apply to your normal report point.**

- (B) If the course is longer than one (1) week's duration, the employee will be paid the daily accommodation and meal allowance whether he/she wishes to remain at the motel or return home for the weekend.**
- (C) Employees will be paid at their regular straight time rate of pay for time spent outside of regularly scheduled working hours while travelling to and from training courses.**
- (D) OUT-OF-PROVINCE - Hotel-Motel accommodations, meals, travel expenses, will be as per the Company's expense account policy. Employees will not be paid for time spent outside of regularly scheduled working hours while attending and/or travelling to and from training courses.**

## **7.23 LOSS OF DRIVER'S LICENSE**

Employees who are required to hold a valid driver's license and who lose such license for the first time for a duration of twelve (12) months or less are subject to temporary transfer to a

new defined headquarters and/or re-classification until their license is reinstated.

A transferred or re-classified employee's former position may be filled on a temporary basis.

## **7.24 PERSONNEL FILES**

- (1) Letters of caution and warnings will be reviewed after twelve (12) months and removed on the basis of satisfactory performance.
- (2) Records of Suspension will be removed as provided for in the version of Policy HR05 which was in effect on March 18, 1998. (For purposes of clarity, this is the revision dated December, 2004.)
- (3) Employees may request to see the data contained in their Personnel File.

## **ARTICLE 8 - SPECIAL BENEFITS**

### **8.1 BEREAVEMENT LEAVE**

- (1) Employees who find it necessary to be away three (3) working days following the death of their wife, husband, mother, father, son, daughter, brother, sister or grandparents, shall suffer no loss of pay for these days.
- (2) Employees who find it necessary to be away the three (3) calendar days immediately following the death of a brother-in-law, sister-in-law, mother-in-law, father-in-law, or a family member who is living with the employee, shall suffer no loss of pay for these days.
- (3) The President of the Union or the Unit Chairperson or an alternate will be allowed to attend funerals of Union members. Where an employee has been killed on the job, provision will be made to allow the immediate crew to attend the funeral where continuity of service or safety will permit.

### **8.2 JURY DUTY; WITNESS**

All employees serving jury duty and those who have been subpoenaed as witnesses for the Crown shall be compensated for any difference between the jury fee or witness fee paid them and their regular day's pay.

### **8.3 EDUCATION FUND**

The Company will pay into the Education Fund of IBEW Local 1928 two cents (\$0.02) on all hours paid per employee within the scope of the Collective Agreement. In addition, the Company will deduct and remit to the Local Union an additional one cent (\$0.01) per hour on all hours paid from all employees within the scope of this Collective Agreement to be also paid into the Education Fund of IBEW Local 1928.

## **8.4 POWER ENGINEER AND CRANE OPERATOR CERTIFICATES**

The Company agrees to pay renewal fees for the Certificate of Qualification for Power Engineers and Crane Operators as required by the Department of Labour (N.S.).

## **ARTICLE 9 - DISABILITY BENEFITS - NON-OCCUPATIONAL AND OCCUPATIONAL**

### **9.1 SICKNESS AND INJURY - NON-OCCUPATIONAL**

#### **(1) ELIGIBILITY**

Regular employees are eligible to receive income protection benefits, provided they have completed three (3) months of service with the Company and are physically unable to work by reason of sickness or injury.

#### **(2) REPORTING OF DISABILITY**

Each employee absent from duty on account of sickness or injury must at once notify their immediate supervisor and the employee shall not be entitled to benefits for the time previous to such notice unless delay shall be shown to be unavoidable and satisfactory evidence of disability furnished.

#### **(3) VISITATION - EMPLOYEE'S HOME**

The Company may, while an employee is receiving sickness or injury benefits under Article 9, have a Company official, Company doctor or a Company nurse call at the home of an employee at all reasonable hours to ascertain the nature and extent of an employee's sickness or injury.

#### **(4) RECOVERY OF BENEFITS RESULTING FROM THIRD PARTY ACTION**

Where sickness or injury is caused by the fault or neglect of another party, the employee shall include the cost of any income protection benefits received from the Company in any claim he/she may have or make against such other party. The amount of any income protection benefits recovered by any action or settlement shall be returned to the Company.

#### **(5) INCOME PROTECTION PROGRAM**

The Income Protection Program consists of the Short-Term Disability Plan as outlined in 9.2 and the Long-Term Disability Plan as outlined in 9.3.

### **9.2 SHORT TERM DISABILITY PLAN**

#### **(1) APPLICATION FOR BENEFITS AND MEDICAL EVIDENCE REQUIREMENTS**

- (A) To be eligible for non-occupational Short Term Disability benefits, employees must provide medical evidence satisfactory to a Company official or a Company doctor and make application for benefits as follows:
- (1) For each absence not exceeding three (3) work days, Form G4100 "Application for Non-Occupational Disability Benefits" must be completed and submitted to the employee's supervisor immediately following return to work.
  - (2) For absences extending beyond three (3) work days, Form G4100 must be completed by the Physician and employee within five (5) calendar days. Form G4100 is to be submitted to the employee's supervisor within ten (10) calendar days from the first day of absence, except in special circumstances. In the case of prolonged absence due to sickness or injury where the disability continues, a Physician's Certificate, Form G4100, on the progress of the employee is required to support such absence and continued payment disability benefits. Forms requiring clarification will be handled by Company medical personnel.
  - (3) Notwithstanding (A) (1) above, Management may require Form G4100 (Section 3) for any absence if the Company believes that an employee is abusing the short-term sickness benefits or not receiving proper medical attention.
- (B) General - The Company shall administer this Plan, including the right to investigate any claim for Short Term Disability benefit subject to the terms of this Agreement.

(1) Leaving Province While on Sick Leave

Disabled employees wishing to leave the Province shall obtain written approval of absence for a specified time and furnish satisfactory proof of disability while absent; otherwise no benefits shall be paid for such period of absence.

(2) Medical Examination

A disabled employee shall not be entitled to benefits if he/she declines to permit a physician to make such examination as may be necessary to ascertain the employee's condition.

(3) Proper Treatment

Disabled employees must take proper care of themselves and have proper treatment, otherwise benefits will be discontinued.

(C) Payment of Disability Benefits

Sickness and injury disability benefits will not be paid under the following conditions:



- (1) Disability caused directly or indirectly by intoxication or use of alcoholic beverages, stimulants, or drugs. This exclusion will be waived when an employee is under medical treatment for alcoholism as outlined in the Employee Handbook.
- (2) Sickness or injury caused by unlawful acts, wrestling, or fighting (unless in self-defence against unprovoked assault).
- (3) Where an employee causes deliberate injury to self.

**(2) SHORT-TERM DISABILITY PLAN BENEFITS**

Subject to 9.1 (1), the maximum sickness and injury benefits will be as follows:

<b>Length of Service</b>	<b>Maximum Sickness and Injury Benefits</b>
3 months but less than 1 year	100% of salary for 2 weeks, then 66 2/3% of salary for 13 weeks
1 year but less than 3 years	100% of salary for 4 weeks, then 66 2/3% of salary for 11 weeks
3 years but less than 5 years	100% of salary for 6 weeks, then 66 2/3% of salary for 9 weeks
5 years but less than 7 years	100% of salary for 8 weeks, then 66 2/3% of salary for 7 weeks
7 years but less than 9 years	100% of salary for 10 weeks, then 66 2/3% of salary for 5 weeks
9 years but less than 10 years	100% of salary for 12 weeks, then 66 2/3% of salary for 3 weeks
10 years and over	100% of salary for 15 weeks

**(3) RECURRENCE OF DISABILITY AND REINSTATEMENT OF SHORT-TERM BENEFITS**

Absences due to periods of sickness or injury shall be counted together as one period in computing the period during which the employee shall be entitled to benefits except that, for any sickness or injury occurring after an employee has returned to work and has been continually engaged in performing their duties for one (1) month, the complete Short-Term Benefits are reinstated.

**(4) OVERPAYMENT OF BENEFITS**

Any payment of benefits for which an employee is not entitled, arising out of employees failing to submit required documents as set out in 9.2 (1)(A), will be recovered from the employee's wages and no further benefits shall be paid until such documents are received and approved.

**(5) PAYMENT OF BENEFITS**

Disability benefits will ordinarily be paid at the same intervals of time as would govern the payment of wages to the employee as if he/she were in the performance of their duties.

Any sickness and injury disability benefits for the time an employee has been off work due to sickness or injury remaining unpaid at the death of an employee shall be payable to the spouse or the estate of the deceased.

Sickness and injury disability benefits payable to an employee unable to execute a proper receipt may be payable to a relative or other proper person selected by the Company to use for the benefit of the employee, and the receipt of such person shall be sufficient discharge.

After an employee has received the maximum benefits for which he/she is eligible and qualified under the Short-Term Disability Plan, income protection is provided under the terms of the Long-Term Disability Plan.

### **9.3 LONG-TERM DISABILITY PLAN**

#### **(1) LONG-TERM DISABILITY PLAN ELIGIBILITY**

(A) After the fifteenth (15<sup>th</sup>) week of continuous disability benefits as provided under the Short-Term Disability Plan, eligible employees will receive benefits under the Long-Term Disability Plan underwritten by an insurance company. The terms and conditions of the insurance contract (Manulife Financial company plan number G0024012-400 and G0024012-403) govern this Plan, the highlights of which are shown below.

(B) The Company reserves the right to change carriers but in no way will revise the terms, conditions and benefits of the present Plan.

Note: The word "continuous" as used in 9.3 (1) (A) shall mean one or more periods of disability which are directly related and not accumulated over a period of greater than one year.

#### **(2) MEDICAL EVIDENCE REQUIREMENTS**

Medical evidence must be supplied to the insurance company during any disability period.

#### **(3) MINIMUM LEVEL OF INCOME**

Long-Term Disability Plan - The Plan assures maintenance of a minimum level of income equal to 66 2/3% of base salary at date of sickness or injury disability starting from the end of the Short-Term Disability Benefit period and continuing to the employee's recovery or death, or age 65, whichever first occurs. In the event of a retroactive wage settlement, income and other long-term disability benefits will be based on the retroactive rate, provided the employee became disabled on or after the second calendar day following the expiry date of the old agreement. The monthly benefit paid in accordance with Clause 9.3 (8) shall be increased annually in accordance with increases granted to those in receipt of pension benefits under the Pension Plan for Employees of Nova Scotia Power Incorporated.

The Company and the Union will further review the possibility of L.T.D. being voluntarily discontinued in favour of early retirement at age 60. Currently handled by Disability Case Manager.

(4) CONTINUANCE OF PENSION CONTRIBUTIONS

While the disabled employee is receiving the benefits described in 9.3 (3), a further amount equal to the contribution normally required from the employee together with an equal amount from the Company will be paid into the Pension Plan for employees of Nova Scotia Power Incorporated or applicable plan to assure continuance of pension credits while employee is disabled, based on the employee's base salary at the date of disability.

(5) DEFINITION OF DISABILITY

The term "disabled" shall mean unable to engage in any occupation for which the employee is reasonably qualified by education, training, or experience, as the result of a physical or mental impairment.

(6) RECURRENCE OF SICKNESS OR INJURY DISABILITY

(A) When an employee has returned to full time employment after receiving sickness or injury benefits under the terms of the Long-Term Disability Plan, he/she shall be eligible for benefits under the Short-Term Disability Plan after four (4) months have elapsed where the disability is for the same or related cause.

(B) If the disability for the same or related cause occurs prior to four months, the employee will receive benefits under the terms of the Long-Term Disability Plan.

(C) If the disability is not for the same or related cause, then the employee will be eligible for benefits under the Short-Term Disability Plan one (1) calendar day after their return to full employment.

(7) REHABILITATION

(A) Employees considered to be disabled because of their inability to perform any employment for which they are reasonably fitted by education, training or experience, will be given every encouragement to undergo some suitable form of rehabilitative training which would take into account the nature of their disability and the limitation that these disabilities would place on their ability to perform in a gainful occupation.

Such employees shall have their rate of pay maintained until the rate of the new classification catches up if such employees have: (1) 25 years of service, or (2) 15 years of service and 50 years of age. However, as the intent is to preserve gross pay, placement in a different job category will result in a recalculation of hourly rate per the standard work week of the new job and it is this new hourly rate which will be maintained until the new classification catches up.

- (B) Disabled employees who commence rehabilitative employment under a program approved by the insurance company will not suffer any reduction in overall benefits until rehabilitated, although the income benefit will be reduced by the percentage that the salary from rehabilitative employment is of the salary at the date of disability.
- (C) Decision regarding rehabilitation will only be reached following exhaustive discussions with the disabled employee by a Rehabilitation Specialist from the Insurance Company, representative from the Company's Human Resources Division, and a representative of Local 1928, I.B.E.W.

(8) OFFSETTING INCOME BENEFITS

If the insured employee is entitled to other income benefits such as defined below, then the amount of monthly benefit which is payable shall be reduced by these other income benefits. Other income benefits referred to above include:

- (A) Any amount payable under any Workers' Compensation law or any other legislation of similar purpose which the employee is receiving as a result of the current claim.
- (B) The amount of any remuneration the insured employee received under any group insurance plan of their employer providing disability income benefits.
- (C) The amount of any disability income benefits received under any compulsory benefit act or law except Social Assistance and Welfare.
- (D) The amount of any disability income benefits the insured employee received from any pension program purchased through their employer.
- (E) Any periodic cash payment to which the insured employee becomes entitled (without credit for payment on behalf of dependents) under the Canada Pension Plan. This shall be inapplicable in any case in which due proof is submitted to the insurance company that the insured employee's application for such cash payments has been disallowed.

Note: If an insured employee becomes entitled to receive payments under the Long-Term Disability Plan, the amount of benefit will not be reduced due to an increase in Canada Pension Plan benefits so long as the Policy is continued and remains in force.

At all times, an employee having ten (10) years of service and over would have the right to apply for and select, if it was to their benefit, the ill-health disability pension under the Pension Plan for employees of Nova Scotia Power Incorporated in preference to the above mentioned Long-Term Disability Plan.

(9) EXCLUSIONS AND LIMITATIONS

Benefits will not be paid for disability resulting from the following:

- (A) Pregnancy (which term includes childbirth, miscarriage, abortion or any complication of pregnancy during or within three months of termination);
- (B) Injury sustained or sickness contracted as a result of war, whether declared or undeclared, or of any act of war, which is sustained or contracted after the employee becomes insured hereunder;
- (C) Injury sustained as a result of participation in the commission of a criminal offence;
- (D) Intentional self-inflicted injury, self-inflicted injury while insane, or attempted self-destruction while sane or insane;
- (E) Injury sustained or sickness contracted while the employee is on active duty (including active duty for training purposes) in the military, naval or air forces of any nation, international organization or combination of nations in any civilian non-combatant unit which serves with such forces in combat.

(10) TERMINATION OF LONG TERM DISABILITY POLICY

- (A) The Insurance Company cannot cancel coverage for any one employee unless the entire plan is cancelled for all employees. If an employee has incurred a claim or is receiving disability benefits at the time the Master Policy is terminated, such payment will be continued as though the Master Policy were still in force.
- (B) The Insurance Company coverage terminates when an employee ceases to be employed.

**9.4 SICKNESS AND INJURY - OCCUPATIONAL**

(1) ELIGIBILITY

- (A) Regular employees within the bargaining unit, after having successfully completed three (3) months of service with the Company and who are physically unable to work by reason of an occupational sickness or injury and accepted by the Workers' Compensation Board as a claim shall receive income protection benefits as provided for under Clause 9.4 (2).
- (B) Employees who have not completed the probationary period shall only receive the applicable Workers' Compensation Board benefits which will be paid directly to the employee by the Workers' Compensation Board.

(2) COMPENSATION FOR SICKNESS OR INJURY

**An employee who is physically unable to work by reason of an occupational sickness or injury will have their income protected by the Company subject to the provision of the eligibility clause 9.4.1 (A), with the company paying to such an employee an amount which, when combined with the Workers' Compensation Board benefit, will maintain their normal rate of pay until he/she is able to return to their regular**

**duties or until the Workers' Compensation Board rules that the employee is partially or totally disabled. Also, the amount payable by the Company will be reduced by the amount of Canada Pension Plan disability benefit which may be received by the employee.**

**Note: Reference Article 9.2.2 (D) Contract 1998 04 01 to 2001 03 31.**

**(3) RE-EMPLOYMENT AFTER BEING INJURED**

(A) Temporary Assignment - Notwithstanding the provisions of 9.4 (2), with the approval of the employee's physician, an employee may temporarily return to a job other than their regular duties in the area of an employee's defined headquarters at their normal rate of pay until he/she is able to return to their regular duties or until the Workers' Compensation Board rules on the claim.

(B) Permanent Assignment - Once the Workers' Compensation Board have made a ruling on a sickness or injury disability claim and it is determined that an employee is permanently unable to return to their original duties, he/she will be re-employed if a position can be found within the Company which the employee can adequately fill. The employee will be paid in accordance with the new employment classification except that in the case of an employee with:

(1) 25 years of service, or

(2) with 15 years of service and 50 years of age, he/she will retain their former rate of pay until the new position to which he/she has been transferred catches up. However, as the intent is to preserve gross pay, placement in a different job category will result in a recalculation of hourly rate per the standard work week of the new job and it is this new hourly rate which will be maintained until the new classification catches up.

**9.5 HOSPITAL, HEALTH AND PRESCRIPTION DRUG BENEFITS**

**(1) COST SHARING**

(A) **The Company shall bear one-half (1/2) of the cost of the health plan's Basic Hospital, Extended Health and Prescription Drug Benefit Program as described in Manulife Financial Company health plan number G0024013 (Division 000-NSP Plan and Division 003-Emera plan).**

(B) The Company agrees that it will not amend these Plans so as to reduce the benefits presently available under the Plans.

## **9.6 GROUP LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT**

### **(1) NO REDUCTION IN BENEFITS**

- (A) The Company agrees that it will not amend the Group Life Insurance Plan so as to reduce the benefits presently available under the Plan (Manulife Financial Health Plan number G0024012).
- (B) The Company agrees that it will not amend the Accidental Death and Dismemberment Plan (Manulife Financial company policy number G0024012) so as to reduce the benefits presently available under the Plan.

### **(2) COMPULSORY ENROLLMENT**

- (A) Notwithstanding the above, regular employees joining the bargaining unit after April 1, 1973, shall be enrolled in the Group Life Insurance Plan introduced into the Company effective June 1, 1973. Additionally, all regular employees whose service predates June 1, 1973, and who have not already done so, will have the opportunity to enroll in this new plan, providing they produce satisfactory medical evidence of insurability acceptable to the Insurance Underwriter(s).
- (B) It is further agreed that the Long-Term Salary Continuance Insurance Plan effective June 1, 1973, for all regular employees will replace the disability provisions provided under Group Insurance Plans of predecessor companies.
- (C) **Regular employees hired after ratification of this contract will be offered a choice between the above two (2) plans (as per the Letter of Understanding dated December 17, 2003). The choice is final.**

**Note: For clarity, the plans will be described in contracts with Manulife Financial and referred to as Division 000 - Nova Scotia Power Plan, and 003 – Emera Plan.**

## **9.7 VOLUNTARY PERSONAL ACCIDENT INSURANCE**

### **(1) AVAILABILITY**

The Company agrees that the Voluntary Personal Accident Insurance is available to all regular employees (Manulife Policy Number G0024012).

## **9.8 RECOVERY OF OVERPAYMENT - OCCUPATIONAL AND NON-OCCUPATIONAL BENEFITS**

### **(1) REPAYMENTS**

In cases where benefits may be paid which exceed the hereinbefore-described benefits, such excess payments are subject to recovery by the Company.

(2) AMENDMENTS

In the event of a request by the Employee Benefits Committee to have a change in Article 9 during the life of the Agreement, such request shall be addressed through the Executive Board of the Local Union for a process of ratification.

## **ARTICLE 10 - HOURS OF WORK**

### **10.1 NON-SHIFT EMPLOYEES**

- (1) A regular work week shall consist of five (5) days of eight (8) hours each: 8:00AM to 4:00PM Monday through Friday.
- (2) Employees, other than regular shift workers, will report to their defined headquarters ready to begin work at 8:00AM and shall be transported back to headquarters from the work site by 4:00PM.

### **10.2 SHIFT EMPLOYEES**

#### **(1) THERMAL PLANT OPERATORS**

Regular shift workers in Thermal Plants will work a revolving schedule with four (4) days on and six (6) days off every ten (10) days. A shift shall consist of twelve (12) hours. Pay calculations shall be based on a thirty-five (35) hour week or a thirty-seven and one half (37.5) hour week in accordance with local agreements.

### **10.3 SECURITY GUARDS; UTILITY (SHIFT) LINGAN COAL CREW**

These employees will work a revolving shift to average forty (40) hours per week.

### **10.4 POWERLINE TECHNICIAN (SHIFT)**

- (1) **Management reserves the right to alter PLT shift schedules by posting the shift schedule thirty (30) days in advance. If NSP wishes to change shift schedules for projects due to customer demands or regional workload, the employee shall be provided with seven (7) days' prior notice, otherwise the appropriate premiums would apply. Upon completion of the project, the shift pattern will return to normal. Shift patterns for each regional work site will identify their annual revolving shift schedule for their specific depots and will be posted at the start of each year. Shift differential will apply for this classification as outlined in Article 16.6.**

#### **(2) METRO SHIFT**

**PLT Metro Shift employees will work an average of forty (40) hours per week from 7:00AM to 7:00PM and 10:00AM to 10:00PM Monday through Friday. On Saturdays and Sundays, the shift will be ten (10) hours in duration, from 8:00AM to**



**6:00PM and 12:00PM to 10:00PM. The ten (10) hour shifts on Saturdays and Sundays are to address Article 11.1 (3).**

### **(3) RURAL SHIFT PLT**

**Rural Shift PLTs will work an average of forty (40) hours per week consisting of two (2) revolving shifts of twelve (12) hours beginning at 8:00AM and ending at 8:00PM from Monday through Friday. On Saturdays and Sundays, the shift will be ten (10) hours in duration, beginning at 8:00AM and ending at 6:00PM. The ten (10) hour shifts on Saturday and Sunday are to address Article 11.1 (3).**

## **10.5 SUBSTITUTION FOR POWERLINE TECHNICIAN (SHIFT)**

**Where substitution by Powerline Technicians is required for a PLT shift, request for volunteers within the work group will be made. Where there are no volunteers, the most junior PLT in the work group will be substituted provided they have the qualifications and ability. For planned substitutions involving vacations or for absence due to illness or other reasons of seven (7) calendar days or more, the Powerline Technician will substitute at their regular rate of pay for both the 8:00AM to 4:00PM and the 4:00PM to 12:00AM shifts, Monday through Friday. Time worked on Saturdays, Sundays and holidays as defined in this Agreement will be at double their regular rate of pay.**

**For temporary substitutions of less than seven (7) calendar days' duration, the Powerline Technicians will receive their overtime rate for the 4:00PM to 12:00AM shift and for all work performed on Saturday, Sunday and holidays.**

## **10.6 JANITORS**

Janitors will be required to report for duty at their assigned place of work at whatever hour as may be determined by the Company so as to permit their work to be carried on without interference with regular staff employed in such places. The hours of work in any one day shall not be in excess of eight (8) to average forty (40) hours per week, and otherwise shall be determined by the needs of the building or space to which they are assigned.

## **10.7 EMPLOYEES DRIVING VEHICLES**

Employees driving Company vehicles shall be paid at their regular rates; however, they shall be paid an extra hour's pay where it is necessary for them to go after the vehicle before the normal starting time for work and to return the vehicle after the regular working hours and/or where it is necessary to have the vehicle serviced at times other than during the regular working hours. This section applies Monday through Friday, excepting Statutory Holidays. This section does not apply to Powerline Technician (Shift) and Meterperson.

## **10.8 WASH-UP TIME**

Thermal Plant maintenance and service employees and garage mechanics will be granted ten (10) minutes' wash-up time immediately prior to 4:00PM and five (5) minutes' wash-up time

immediately prior to lunch. Wash-up time may be allowed for other employees when considered necessary by the Supervisor in charge.

### **10.9 LUNCH BREAK - WORKING AWAY FROM DEFINED HEADQUARTERS DURING THE DAY**

Employees who normally work at, but are required to work away from, their headquarters over the lunch hour period and who have not been given notice to carry lunches prior to 4:00PM the previous day, will be provided with a meal chit to the value of \$11.00

### **10.10 CUSTOMER SERVICE FIELD REPRESENTATIVE**

The following conditions apply to the classification of CSFR:

- (1) The normal hours of work for CSFRs shall be 8:00AM to 4:00PM with an average of forty (40) hours per week.
- (2) In accordance with Article 10.13 of the Collective Agreement, the Company and individual CSFRs may agree to a mutually acceptable modification of the above hours of work.
- (3) If NSPI can demonstrate to the IBEW that the demands of external customers of the Company require services to be provided after 4:00PM, Monday through Friday or on Saturdays, CSFRs may be scheduled to work an average forty (40) hour week, the hours of work to fall between 8:00AM and 8:00PM.
- (4) Clause (3) shall not apply to regular employees temporarily assigned to the classification of CSFR and shall only be applicable to employees in the CSFR classification.
- (5) Employees temporarily required to perform the work of CSFR classification will be paid in accordance with Article 7.17. Such employees required to work outside their regular hours of work shall be paid at the overtime rates in the Collective Agreement.
- (6) CSFRs shall only be normally required to work eight (8) hours per day. Any hours worked in excess of eight (8) hours per day, to be entitled to overtime premiums, must have been authorized in accordance with the terms and conditions of the Collective Agreement.
- (7) If NSPI wishes to invoke the provisions of Clause (3), Monday through Friday, it shall provide the employee affected with forty-eight (48) hours' notice prior to the start time of the work. This forty-eight (48) hour period shall exclude Saturdays, Sundays and Statutory Holidays.
- (8) If NSPI wishes to invoke the provision of Clause (3) for Saturdays, it shall provide the employee affected with seven (7) calendar days' notice prior to the start of hours of work which include Saturdays.

(9) Employees required to work from 12:00PM to 8:00PM shall receive a shift differential for any hours or parts thereof worked after 4:00PM.

(10) The classification of CSFR will be responsible for the following functions previously performed by non-Union collectors:

- (A) "Door knob" notices
- (B) Disconnections for non-payment

### **10.11 STOREKEEPER**

Normal working hours for Storekeeper will be from 8:00AM to 4:00PM, Monday through Friday. However, one Storekeeper may be assigned to work between 7:00AM to 3:00PM, Monday through Friday, to permit the loading of trucks with materials from Stores. The Storekeeper so assigned will receive \$7.00 per pay period over and above the regular salary for their classification. Assignment to the changed working hours will be assigned to all Storekeepers in rotation.

### **10.12 GARAGE EMPLOYEES - LAKESIDE & SYDNEY**

Normal working hours for garage employees will be from 8:00AM to 4:00PM, Monday through Friday. However, employees may be required to work from 4:00PM to 12:00AM, Monday through Friday, to permit servicing of vehicles. Employees will be assigned on a weekly rotational basis and will be paid the applicable shift differential.

### **10.13 CHANGE OF HOURS OF WORK**

Hours of work may be changed between the terms of this agreement by either the Company or the Union making a written request for a change. Any negotiated change agreed to must be ratified by sixty-six and two-thirds (66%) percent of the immediate working group which would not impose a change of hours of work upon other employees.

The Company and the Union encourage all employees to utilize the provisions of this clause to enhance the ability to satisfy business and customer needs in a competitive manner with consideration of employee needs.

### **10.14 METER READER**

The following conditions apply to the classification of Meter Reader:

- (1) The normal hours of work for a Meter Reader shall be 8:00AM to 8:00PM Monday through Friday with an average of forty (40) hours per week. Employees required to work after 4:00PM will receive a Shift Differential.
- (2) Work associated with meter reading may be allotted to Meter Readers to fill in any time during which Meter Reading is not required.

- (3) In accordance with Article 10.13 of the Collective Agreement, the Company and individual Meter Readers may agree to a mutually acceptable modification of the above hours of work.

### **10.15 AUXILIARY POWER ENGINEERS**

- (1) The Company and the Union in accordance with Article 7.1 established the classification of “Auxiliary Power Engineers”, terms and conditions of which can be found by referencing the Letter of Understanding dated November 2, 2000.
- (2) The Auxiliary Power Engineer’s main role will be to cover for vacations, training, sickness and leave time and will be subject to a call out rotation.
- (3) The Auxiliary Power Engineer will work seventeen hundred and forty eight (1,748) hours per year less the applicable vacation entitlement (equal to the Power Engineer). Pay calculations will be based on thirty-five (35) hours per week.
- (4) Employees in this classification will not work more than four (4) consecutive twelve (12) hour shifts without forty-eight (48) consecutive hours off in a six (6) calendar day period. They shall not be required to work more than six hundred (600) hours in any quarter (standard quarters being defined as Jan/Feb/Mar, Apr/May/June, Jul/Aug/Sep and Oct/Nov/Dec). Any hours in excess will be first banked to a maximum of thirty-two (32) hours. Any hours in excess of those 32 hours will be paid at overtime rates.**
- (5) A minimum of twenty-four (24) hours’ notice will be given to change a shift schedule if the employee is following a specific shift. If on days off, twelve (12) hours’ notice will be given. Auxiliary Power Engineers may be called out to work with a minimum notice (one hour) to replace an employee reporting off due to sickness Under such notice, employees will be entitled to one meal chit.

### **10.16 OPERATOR ASSISTANT/OPERATOR LEARNER (LINGAN)**

**An Operator Assistant will require a 3<sup>rd</sup> Class Power Engineer’s ticket and will be compensated at 75% of the apprentice progression for Power Engineers. An Operator Learner will require a 4<sup>th</sup> class Power Engineer’s ticket and will be compensated at an hourly rate equal to the Utility II classification. Successful candidates for the position of Operator Assistant will become indentured apprentices. The terms and conditions of this position will fall under the provisions of the NSPI/IBEW Apprenticeship Manual and continued employment will be contingent on the employee successfully completing their 2<sup>nd</sup> class Power Engineer’s certification. The Operator Assistants will be paid their applicable 1<sup>st</sup> Class or apprentice rate when displacing an operator on shift.**

## ARTICLE 11 - HOLIDAYS & VACATIONS

### 11.1 STATUTORY HOLIDAYS

#### (1) NON-SHIFT WORKERS

Employees other than Shift Workers shall be given the following Statutory Holidays without loss of pay, providing they are working the day preceding and the day following the holiday, unless absent with supervisory permission.

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- First Monday in August
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Eve - 1/2 day (when falling on Monday to Friday)
- Christmas Day
- Boxing Day

If any of the above holidays fall on a Saturday or Sunday then they shall be observed on the following Monday or as mutually agreed between the Company and the Union.

For Construction Crews, when working away from home, any holiday falling on a calendar day (Tuesday, Wednesday or Thursday) may be held on the preceding Monday or the following Friday, if requested by the entire complement engaged on the project provided, however, it does not interfere with scheduled work.

#### (2) SHIFT WORKERS - POWER ENGINEERS

For the purposes of this Agreement, the scheduled time off of the shift workers shall include and be deemed to include all the holidays listed in 11.1 (1) above, except for the first Monday in August holiday, which will be paid as eight (8) additional hours' pay at the regular rate of pay on the first Monday in August and the Christmas Eve holiday, which will be paid as four (4) additional hours' pay at the regular rate of pay on December 24th. In order to equalize the statutory holiday benefit between employees working the 4-6 shift (12 hours) and the day worker, eight (8) additional hours' pay per year at the regular rate of pay shall be paid in the last pay prior to Christmas each year (such hours shall be included as pensionable earnings). For the purposes of this Agreement, the statutory holiday benefit as provided herein shall, as of the date of this Agreement, be deemed to be equal between those employees on the 4-6 (12 hour) shift and the day worker.

Shift workers may request to have a maximum of two (2) days off each year instead of Holiday payment for two (2) previously worked Statutory Holidays. The Supervisor may

grant this time off provided a replacement is not required.

With reference to the half-day Christmas Eve Statutory Holiday, those shift workers on twelve (12) hour shifts - between the hours of 1200 hours to 2400 hours on December 24th will receive the holiday credit for time actually worked.

Notwithstanding 11.1 (2) above, all shift workers who are working on regular shift shall be paid double the regular rate of pay for the time worked on any of the holidays set forth in 11.1 (1). Such holidays will be observed on the actual calendar day.

### **(3) STATUTORY HOLIDAYS - POWERLINE TECHNICIANS (SHIFT)**

**Powerline Technician shift classifications will work an average of eighty (80) hours every two (2) weeks and as such will be credited with a Holiday Bank of ninety-two (92) hours per year. In order to reduce the Holiday Bank, these employees as part of their regular shift will not be required to work Statutory Holidays. Timekeepers will maintain records of Statutory Holiday hours taken and reconcile to zero at the end of each year. (In order to achieve this approach the schedule assumes the Powerline Technician Shift will work ten [10] hours every Saturday and Sunday shift. Any additional hours owing will not be considered as pensionable earnings.)**

**Note for clarity: Holidays will be observed on the actual calendar day. If the holiday occurs on a weekend and is celebrated on Monday by the rest of the workforce, Shift PLTs scheduled to work Monday would also be entitled to use this day to reduce their holiday bank. Further reduction of the holiday bank could be achieved by reducing some of the 10 hour shifts on Saturday and Sunday to 8 hours.**

## **11.2 VACATIONS**

### **(1) VACATION YEAR**

The vacation year shall be from January 1 to December 31.

### **(2) VACATION ENTITLEMENT - NON-SHIFT WORKERS**

(A) During the first year or part year of service to December 31, at the rate of 1¼ working days for each completed month of service.

(B) Thereafter, during the balance of the first ten (10) years of service, fifteen (15) working days each year (1¼ days per month).

(C) After ten (10) years service, twenty (20) working days each year (1 2/3 days per month).

(D) Twenty (20) years service or more, twenty-five (25) working days each year (2 1/12 days per month).

(E) Twenty-five (25) years service or more, thirty (30) working days each year (2½ days per month).

(3) VACATION ENTITLEMENT – POWER ENGINEERS

(A) **The shift workers working an average of thirty-seven and one half (37.5) hours per week are deemed to have one hundred and twenty (120) hours of vacation included in the scheduled days off.** Such employees shall receive additional vacation as follows:

(1) After 10 years' service – 40 hours

(2) After 20 years' service – 80 hours

(3) After 25 years' service – 120 hours

(B) The Company agrees that all thermal plant employees who work an average of thirty-five (35) hours per week (4-6 schedule) will be entitled to receive the following number of hours annual vacation in addition to their regular days off.

(1) During the first year or part year of service to December 31, at the rate of ten (10) hours for each completed month of service.

(2) Thereafter, during the balance of the first ten (10) years of service, one hundred and twenty (120) hours each year (ten [10] hours per month).

(3) After 10 years' service - 160 hours each year (13.33 hours/month)

(4) After 20 years' service - 200 hours each year (16.67 hours/month)

(5) After 25 years' service - 240 hours each year (20.00 hours/month)

(C) **Shift workers that are entitled to one hundred and sixty (160) or two hundred (200) annual vacation hours will be permitted a one time use of banked overtime each year in order to balance out twelve (12) hour shifts to the employee's vacation hour entitlement.**

(4) RULES GOVERNING VACATION SCHEDULING

(A) **A vacation schedule will be posted by December 15<sup>th</sup> of each year for the upcoming year. Employees must indicate on the schedule when they want to be away from duty by March 31<sup>st</sup>.**

(B) Employees who for the first time become entitled to additional vacation in any year may take the vacation to which they are already entitled and then take the extra vacation at a later date within the normal vacation period when they qualify.

**(C) Vacation schedules are based on seniority according to Clause 6.9**

Preference in selecting vacations will be governed by Bargaining Unit Seniority within the working group, except where an employee is transferred to another section of the Company after a vacation schedule has been arranged, in which event seniority within the working group will prevail for the period for which the vacation schedule is applicable.

**Note: For clarification, Capital Lead Hand is its own work group.**

(D) Should an employee not select their vacation period before the first calendar day of April, he/she will lose all seniority rights with respect to preference of vacation period.

**(E) The Company reserves the right to change the time of an employee's annual vacation, should it be necessary for the efficient and successful operation of any part of the Company's business. Both Union and the Company will make every effort to coordinate a vacation schedule to address both the business and employee needs. The Company agrees, where possible and without incurring additional expense, to allow the maximum number of employees in a working group to take their vacations between June 15<sup>th</sup> and September 15<sup>th</sup>.**

(F) When vacations are cancelled by the Company, the Company will reimburse all non-refundable costs incurred by the employee (prepaid vacations) upon presentation of receipts.

(G) Vacations selected prior to April 1<sup>st</sup> shall only be cancelled by the employee with ten (10) calendar days' notice in writing to the employee's immediate Supervisor.

(H) Providing adequate skilled and experienced coverage is available and no additional costs will be incurred to the Company, there will be no limit to the number of people allowed off shift for Christmas Eve, Christmas Day and Boxing Day.

**(5) RULES GOVERNING EXTENDED VACATION**

(A) Employees entitled to more than three (3) weeks' vacation per year shall not be permitted to take more than three (3) weeks at any time during the period June 15<sup>th</sup> to September 15<sup>th</sup>, except by mutual agreement between the Company and the Union.

**(B) When an employee wishes to make a request that he/she be allowed to take more than three (3) weeks during the June 15<sup>th</sup> to September 15<sup>th</sup> period, he/she shall submit their request, cosigned by the Shop Steward, to the First-Line Supervisor for their decision. Preference in selecting vacations for Power Engineers will be governed by bargaining unit seniority within the working group/shift. However each Power Engineer shall be permitted to select a maximum of ten (10) shifts between June 15<sup>th</sup> and September 15<sup>th</sup> (prime time) as their first selection.**



(C) Employees becoming disabled as a result of illness or accident immediately prior to starting their vacation shall have their vacation rescheduled by the Company following their return to work.

**(D) Employees who provide proof of hospitalization or proof that they were directed to remain at home under physician directed home care during their vacation period shall have the remaining full week(s) rescheduled by the Company upon their return to work. Verification by a Company physician may be required.**

(6) DISABLED EMPLOYEES

Notwithstanding 11.2 (5)(C) and 11.2(5)(D) above, recipients of benefits under the long-term disability plan, while disabled, shall not earn vacation credits. Similarly, recipients of Workers' Compensation benefits shall not earn vacation credits after the expiration of fifty-two (52) weeks from the date of the industrial sickness or injury causing the absence from work. All earned unused vacation will be scheduled in accordance with 11.2 (4) when the employee returns to work.

## ARTICLE 12 - OVERTIME

### 12.1 NON-SHIFT WORKERS

(1) UNPLANNED OVERTIME

Overtime worked as a continuation of the regular work day with less than twelve (12) hours advance notice.

(A) Monday-Friday: All hours worked between 4:00PM and 8:00AM shall be paid at double the regular rate of pay.

(B) Saturday, Sunday: All hours worked shall be paid at double the regular rate of pay.

(C) Statutory Holidays: All hours worked shall be paid at double the regular rate of pay in addition to the regular holiday pay.

(D) Duration: Whenever requested to work overtime, employees shall receive not less than one-half hour at overtime rates.

(2) CALL-OUT

Hours worked by an employee recalled to the place of employment with less than twelve (12) hours advance notice.

(A) If the time worked, including travel time, is less than four (4) hours, the employee shall be paid at the prevailing overtime rate of pay or for four (4) hours at the regular rate of pay whichever is greater.

(B) If the time worked, including travel time, is four (4) hours or more, the employee shall be paid at the prevailing overtime rate or for eight (8) hours at the regular rate of pay, whichever is greater.

(C) Call-out time will be calculated from the time the employee is called for duty when required immediately, but will not include the time required to return home. When the employee is given less than twelve (12) hours' advance notice, the call-out time will include a one-hour travel time allowance. This hour will be paid at overtime rates and is included as time actually worked under 12.1 (2)(A) and 12.1 (2)(B). Calls within one hour of each other will be considered as one call for the purpose of computing minimum pay for employees recalled to work. When such duty results in work being continued in regular working hours, the overtime rate of pay shall continue until the employee is relieved from duty at which time the employee reverts to the regular rate of pay.

RELIEVED FROM DUTY is defined as the first time the employee is given the opportunity to have a one-half hour break from work within the work area. If this relief period occurs during regular working hours, there shall be no loss of regular pay.

### (3) RETURN TO WORK AFTER UNPLANNED OVERTIME OR CALL-OUT

In the event of an employee working four (4) or more hours overtime within the period from 12:00AM until 8:00AM, he/she shall not be required to report for duty until 12:00PM. If the employee cannot be allowed the above time off at 8:00AM and works until 12:00PM, he/she shall be allowed four (4) hours off, but if the employee has worked sixteen (16) hours or more in the previous 24 hour period he/she shall not be required to report for duty until 12:00PM.

There will be no loss of pay for the above time off but, if any emergency arises during this period, the employee may be called back to work without additional pay.

**Note:** Rest time is not to be banked.

### (4) PLANNED OVERTIME

The Supervisor will inform employees as far in advance as possible when overtime is planned. In all cases, a minimum of twelve (12) hours' notice will be given.

#### (A) REGULAR WORKING DAY (6:00AM to 8:00AM)

When an employee is given 12 hours' advance notice to report for duty on a regular working day at 6:00AM or later, the minimum callout described in Clause 12.1 (2) will not apply, and overtime rates only will be paid until 8:00AM. Every effort will be made to provide a twenty (20) minute break as close to 10:00AM as possible for such employees.

**Note:** Planned work prior to 6:00AM will be paid in accordance with Unplanned Callout provisions in Article 12.1 (2).

When an employee reports for work in the circumstances set forth in (A) above and if no work is available to such employee prior to the commencement of their regular starting time, then such employee will be paid at the prevailing rates from the time the planned overtime was scheduled to start until the commencement of the regular day's work at 8:00AM.

(B) PLANNED OVERTIME (SATURDAY, SUNDAY OR HOLIDAY)

When overtime is planned for an employee on a Saturday, Sunday or Holiday and the Planned overtime is cancelled either before or after the worker reports to the site with less than twelve (12) hours' notice, or is interrupted after work commences, affected employees will be eligible to receive a minimum of four (4) hours' pay at their regular straight time rate and the minimum callout described in clause 12.1 (2) will not apply.

(5) COMPENSATION FOR STANDBY - GENERAL

Employees required to do standby duty over and above their eight (8) hour day Monday to Friday, Saturday, Sunday or Holidays shall be compensated in the following manner, based on the employee's rate for each full week of Standby and, in addition, shall be paid at the prevailing overtime rate of pay for all time worked:

- (A) 8 hours' pay per week; or
- (B) 10 hours' pay per week in which a statutory holiday falls; or
- (C) 12 hours' pay per week in which two (2) statutory holidays fall

Employees required to do standby shall receive an allowance of \$10.00 for each week in which an employee is required to do standby duty which sum is an acknowledgement of the fact that the employee's telephone is used to some extent on Company business. Where an employee's week of standby commences in one month and extends into another, the above allowance shall be paid only for the month in which the standby commences. As a condition of employment, all employees required to do standby duty shall have a telephone in their residence and the number of such telephone is on file in the appropriate Company office.

Change-over time for Powerline Technicians for standby shall be 7:59 a.m. Thursday of each week.

Note: All qualified personnel, if designated, will be required to take Standby Duty, with the exception of those excused for medical reasons. Qualified personnel shall include tradespersons in their final year of Apprenticeship.

(6) EXCHANGE OF STANDBY

Employees scheduled for Standby Duty will be permitted to exchange standby time with each other, but the responsibility to find a replacement is theirs. All such exchange of duty shall be reported to the Control Centre staff or Supervisor.

## (7) RULES GOVERNING STANDBY

Certain employees will be designated for weekly "standby" duty. Persons on standby duty must not leave the designated area. Employees may leave the locale of their normal telephone listing provided they inform their control centre (where applicable) as to the telephone number where they can be reached. In locations where employees take calls directly from the public, they should ensure there is someone designated to receive and relay messages during their absence, other than when out on a trouble call. Employees may not be out of telephone contact for more than one hour and must respond to a trouble call as soon as received.

## (8) STANDBY SCHEDULE

A schedule will be posted at least four (4) days prior to the end of each calendar month to show the names of employees detailed for standby duty during the succeeding month. Standby time will be on a revolving basis and, as nearly as possible, will be divided equally among employees affected.

## (9) OVERTIME MEALS

## (A) UNPLANNED OVERTIME

When overtime work of two (2) hours or more is required of any employee prior to or as a continuance of the regular day's work, a meal chit valued at \$11.00 will be provided. Employees will be provided with an additional meal chit for the subsequent four (4) hour period worked (after the initial two hours) and for each additional five (5) hour period actually worked.

## (B) CALL OUT

Employees called out for duty after completing a normal working day or on a scheduled day off, shall be provided with a meal chit to the value of \$11.00 for each five (5) hours actually worked.

Employees called out for duty on a Saturday, Sunday or holiday, two (2) hours or more before 8:00AM, 1:00PM or 6:00PM shall be provided with a meal chit at 8:00 a.m, 1:00PM or 6:00PM whichever is applicable, provided the work is to continue. Additional meal chits will be provided every five (5) hours thereafter until the work is completed.

## (C) PLANNED OVERTIME

When planned overtime is worked on an employee's regular days off or at 6:00AM or later as described in Clause 12.2 (1), the employee is expected to provide the meal for the first normal meal break normally at the end of a five (5) hour period actually worked. However, under no circumstances will an employee be required to carry lunches for two consecutive meals.

**Note:** The snack provided by the employee for consumption close to 10:00AM as described in Clause 12.2 (1)(A) does not constitute a meal.

(D) GENERAL

Whenever the termination of overtime coincides with the entitlement of a meal chit [except when relieved from duty under 12.1 (2) (C)], the employee will receive a meal chit.

When overtime is to continue and it is impractical to obtain a meal when entitlement is due, the employee will receive a meal chit. Even where, however, the Company chooses to supply food on the job for any particular meal period entitlement, the employee will still receive a meal chit.

Where the parties agree mutually that the employee will leave the work site to obtain a meal provided by the Company, the meal allowance does not apply.

## 12.2 SHIFT WORKERS

The Company agrees that shift workers will be paid for all overtime worked in excess of regular shifts, Monday through Friday, at the rate of double the regular rate of pay. Saturdays, Sundays, and Holidays as designated in this Agreement will be paid at double the regular rate of pay.

(1) UNPLANNED OVERTIME (hours worked by an employee as a continuation of a regular shift) and CALL OUT (when recalled to the place of employment with less than 12 hours advance notice).

(A) If the time worked, including travel time, is less than four (4) hours, the employee shall be paid at the prevailing overtime rate or for four (4) hours at the regular rate of pay whichever is greater.

(B) If the time worked, including travel time, is four (4) hours or more, the employee shall be paid at the prevailing overtime rate or for eight (8) hours at the regular rate of pay whichever is greater.

(C) Call-out time will be calculated from the time the employee is called for duty when required immediately, but will not include the time required to return home. When the employee is given less than twelve (12) hours' advance notice, the call-out time will include a one-hour travel time allowance. This hour will be paid at overtime rates and is included as time actually worked under 12.2(1)(A) and 12.2(1)(B). Calls within one hour of each other will be considered as one call for the purpose of computing minimum pay for employees recalled to work. When such duty results in work being continued in regular working hours, the overtime rate of pay shall continue until the employee is relieved from duty at which time the employee reverts to the regular rate of pay.

Relieved From Duty is defined as the first time the employee is given the opportunity to have a one-half hour break from work within the work area. If this relief period occurs during regular working hours, there shall be no loss of regular pay.

(D) Duration: Whenever requested to work overtime, employees shall receive not less than one-half hour at overtime rates.

(E) When overtime is planned for a Shift Worker's regular days off and the Planned overtime is cancelled either before or after the worker reports to the site with less than twelve (12) hours notice, or is interrupted after work commences, affected employees will be eligible to receive a minimum of four (4) hours' pay at their regular straight time hourly rate.

## (2) OVERTIME MEALS

When overtime work of two (2) hours or more is required of any employee prior to or as a continuance of the regular days work, a meal chit valued at \$11.00 will be provided. Employees will be provided with an additional meal chit for the subsequent four (4) hour period worked (after the initial two [2] hours) and for each additional five (5) hour period actually worked.

### (A) CALL OUT

Employees called out for duty after completing a normal working day or on a scheduled day off shall be provided with a meal chit to the value of \$11.00 for each additional five (5) hour period actually worked.

### (B) PLANNED OVERTIME

When planned overtime is worked on an employee's regular days off, the employee is expected to provide the meal for the first normal meal break, normally at the end of a five (5) hour period actually worked. However, under no circumstances will an employee be required to carry lunches for two (2) consecutive meals.

### (C) GENERAL

Whenever the termination of overtime coincides with the entitlement of a meal chit the employee will receive a meal chit.

When overtime is to continue and it is impractical to obtain a meal when an entitlement is due, the employee will receive a meal chit. Even where, however, the Company chooses to supply food on the job for any particular meal period entitlement, the employee will still receive a meal chit.

Where the parties agree mutually that the employee will leave the work site to obtain a meal provided by the Company, the meal allowance does not apply.

If a shift worker should be required to remain on shift at Plant site up to twenty-four (24) hours due to storm conditions and is subsequently still on site for their next

regularly scheduled shift and still not able to be relieved from duty, he/she will be continually paid at prevailing overtime rates of pay for the regular shift.

### **12.3 DISTRIBUTION OF OVERTIME**

Overtime work will be distributed as evenly as practical amongst qualified **regular** employees through the institution of a formal rotation system.

### **12.4 FUEL HANDLERS**

Employees engaged in fuel handling who may be required to work regularly on Saturday or Sunday, other days off per week shall be provided for such days. The first day off will be considered as Saturday and the second as Sunday. Overtime shall be paid if such employees are required to work on their day off which replaces either of these days at double their regular rate for Saturday and Sunday.

### **12.5 GAS TURBINE ATTENDANT OPERATOR**

Employees engaged in attending and operating gas turbines who may be required to work regularly on Saturday or Sunday shall be provided other days off per week for such days. When the Saturday and Sunday worked are consecutive, the allocated two days off shall also be consecutive. Overtime shall be paid if such employees are required to work on their day off which replaces either of those days at double their regular rate of pay.

### **12.6 TIME OFF IN LIEU**

**All employees may, upon request to their Supervisor, have a maximum of forty-eight (48) hours' regular pay, including standby, held as unpaid overtime at the end of any payroll period. Upon request of the employee, their Supervisor may grant time off in lieu of this unpaid overtime at a period when the workload will not be seriously affected and suitable to that employee. At the end of a standard quarter (standard quarters being defined as Jan/Feb/Mar, Apr/May/Jun, Jul/Aug/Sep, Oct/Nov/Dec), any credits greater than thirty-six (36) hours shall be paid out to the employee unless mutually agreed between the employee and their immediate supervisor.**

## **ARTICLE 13 – EMPLOYEES ASSIGNED TO A TEMPORARY REPORT POINT**

Employees may be assigned to a temporary report point (TRP).

### **13.1 NOTICE**

**Employees assigned to a temporary report point for one (1) week's duration or more will be given two (2) working days' advance notice. Employees not receiving this notice will be paid at the rate of time and one-half times their regular rate for the first day worked.**

### **13.2 TRANSPORTATION FROM MOTEL OR BOARDING HOUSE**

Upon assignment to a temporary report point, an employee must elect to accept either a travel allowance or the Company's boarding arrangements for a minimum period of time which may end at the termination of the next regular pay period or their assignment to another project, whichever shall occur first. The Company reserves the right to terminate such travel arrangements due to road, weather, or other conditions, which may make it impractical.

### **13.3 BOARD AND LODGING**

When employees assigned to a temporary report point elect to receive board and lodging the following will apply:

- (1) Board and lodging will be at reasonable expense and at suitable locations. Suitable locations shall be on an approved list mutually agreed to by the Company and the Union.
- (2) When board is being provided separately from lodging, the daily meal expense shall not exceed an average of \$33.00 per day.
- (3) Employees will be transported from their defined headquarters by the Company during normal working hours and returned to their defined headquarters on the weekend, provided total travel time does not exceed four (4) hours per week. When total travel time exceeds four (4) hours per week, the additional travel time needed to return crews to their defined headquarters each weekend will be outside normal working hours and will be compensated at straight time compensation.
- (4) Hours of work will be as per the collective agreement and any changes to regular hours will be as per Article 10.13.
- (5) Employees being boarded shall be provided with transportation so that they shall report to the temporary report point at the agreed upon start time and leave at the agreed upon end time. In no case will employees be required to travel in excess of twenty (20) minutes each way outside of the agreed upon working hours without compensation.

### **13.4 TRAVELLING EXPENSE**

When employees assigned to a temporary report point elect to receive a travelling expense the following will apply:

- (1) Employees are expected to provide their lunches.
- (2) The Company agrees to pay a travelling allowance of one hour at straight time per working day in lieu of board. In addition employees may elect to either receive mileage for use of their personal vehicle or use a Company vehicle (gas supplied). Such travel will be on the employee's own time and will only occur when the



**employee's temporary report point is further away than the primary residence is from the normal report point.**

- (3) When employees are travelling together in a personal vehicle both will receive the daily one hour allowance and only one employee will receive the mileage expense.**
- (4) When the Company vehicle provided is a work vehicle (over 4500 kg. Registered weight) the employee will not receive the one hour at straight time outlined above but will be paid two (2) times their regular rate for the actual time spent outside normal working hours transporting the vehicle.**

### **13.5 WORK ON WEEKENDS**

To meet the needs of work in hand, crews assigned to a temporary report point may be required to remain at such temporary report point for Saturday and Sunday overtime work. When these crews are required to work overtime on Saturday only, they will be transported from their temporary work site to their defined headquarters on Saturday. Weekend overtime which involves both Saturday and Sunday work will not be required more frequently than every other weekend, except to restore service in emergency situations or where mutually agreeable by the Company and majority of the crew(s).

### **13.6 PERSONAL EMERGENCY**

Under personal emergency conditions, every effort will be made to allow an employee to remain at their defined headquarters during the emergency.

### **13.7 ILLNESS WHILE AWAY FROM DEFINED HEADQUARTERS**

In the case of an employee taking sick while away from their defined headquarters, the Company will assist the employee in obtaining medical assistance and will provide the employee with suitable transportation to their home or hospital as recommended by the attending physician.

### **13.8 CANCELLATION OF WEEKEND WORK**

When crews or individuals are held over to carry out scheduled work on Saturdays, Sundays or holidays, and work is cancelled, they shall receive a minimum of six (6) hours' pay at straight time for each day held over.

### **13.9 DISPLACING SHIFT FOR TEMPORARY REPORT POINT**

**When the Company is assigning a PLT to a work location other than their defined headquarters for at least six (6) months, a request for volunteers within the workgroup will be made. Where there are no volunteers, the most junior employee in the classification who would otherwise be assigned, may elect to displace a PLT shift in the workgroup based on seniority for the term of the assignment.**

### **13.10 TEMPORARY ASSIGNMENT/DISPLACEMENT**

**When faced with working construction, PLTs may decide to displace a less senior PLT on shift within their work group for at least six (6) months. However, in the event such construction work is deferred or delayed, the affected employees will return to their former positions after the second pay period upon returning to their depot.**

## **ARTICLE 14 - PERSONAL EQUIPMENT**

### **14.1 CLOTHING AND UNIFORMS**

To all employees who may be required by the Company to wear uniforms, the following conditions apply upon regular appointment:

- (1) The employee will pay one-half (½) the cost of their first uniform; the Company will pay the full cost of future uniforms; payments will not be deducted until the completion of the probationary period. If employment is terminated by the Company during the probationary period, the uniforms will be returned.
- (2) Uniforms will be worn only on Company duty.
- (3) Uniforms must be carefully cared for and are subject to inspection by officials of the Company.
- (4) Uniforms must be kept neat and tidy at all times.
- (5) If uniform is rendered unfit for wear because of neglect or abuse on the part of the employee, he/she shall be liable to replace the uniform at their own expense.
- (6) If damaged or worn out in the course of normal duties, uniforms or parts thereof will be replaced at the discretion of the supervisor.

#### **(7) ISSUING OF UNIFORMS**

The following uniform apparel will be issued during the period of time specified:

- (A) Every two (2) years - one parka type winter jacket.
- (B) Every eighteen (18) months - one uniform cap and plastic cover or \*ball type cap (CSFRs shall not be required to wear uniform or ball type cap. Any who so desire may wear same, and in such event one shall be supplied on request every eighteen [18] months.)

\*Applies only to Customer Service Field Representatives

- (C) Every two (2) years - one uniform jacket for Security Guards; one summer jacket, battle dress type, for CSFRs; three pair trousers (two regular and one lightweight or one regular and two lightweight); six uniform shirts.
- (D) Every year - two black ties; one pair rubber overshoes, one pair low rubbers for CSFRs who wear safety shoes (spring and summer uniforms shall be ordered from the supplier not later than February 1st of each year. Winter uniforms shall be ordered from the supplier not later than July 1st of each year.)

**Note: A joint committee of Union and management representatives will be established to determine the type and amount of clothing and uniforms required. (7) (A), (B), (C), and (D) above to be removed in next Collective Agreement dated August 2007.**

(8) The uniform, in relation to the season of the year, will consist of the following:

- (A) Winter uniform -
  - Winter jacket, Shirt and tie
  - Trousers
  - \*Uniform Cap
- (B) Spring and fall uniform
  - Light jacket, Shirt and tie
  - Trousers
  - \*Uniform cap
- (C) Summer uniform -
  - Trousers, Shirt
  - \*Uniform cap

\*Does not apply to Customer Service Field Representatives

## **14.2 GENERAL CLOTHING - EMPLOYEES OTHER THAN CSFRs AND SECURITY GUARDS**

(1) GLOVES

- (A) Special work - Suitable gloves will be furnished to all employees while they are engaged in handling lead cables or working in connection with filling or draining oil from transformers, and to other employees when considered necessary by the Company.
- (B) Regular Line Department work - Suitable work gloves shall be furnished to all Line Department personnel. These will be issued on a replacement basis, i.e., Supervisor will arrange for new issues once worn-out gloves are turned in.

### **14.3 FOOTWEAR AND COVERALLS**

Employees engaged in the internal cleaning of air heaters, condensers, cooling water lines, and the desludging and internal cleaning of oil storage tanks, wheel pits and rotors will be furnished with footwear and coveralls, and employees using the transformer oil filtering equipment will be provided with suitable protective footwear.

### **14.4 COVERALLS OR OVERALLS**

The Company agrees to supply coveralls or overalls to those employees who by the nature of their work find it necessary to wear them. These will be issued on a replacement basis; that is, Supervisors will arrange for new issues once worn-out articles are turned in. The Company shall make every effort to keep an adequate stock on hand so that they will be available when needed.

### **14.5 WATERPROOF CLOTHING**

The Company will provide rubber footwear equipped with safety toe-caps and other necessary waterproof clothing to employees actually working in conditions where they are likely to get wet because of rain, snow or other storm conditions.

### **14.6 TOOLS**

- (1) Employees shall supply their own basic hand tools and equipment according to established practice in the various trades, and such tools shall be replaced by the Company immediately, if available, with tools of similar quality for all regular employees with more than two (2) years' service in their trade with the Company, whenever they may become worn out or otherwise unfit for further use. Tools replaced by the Company will become the property of the employee; however, in no case will tools be replaced unless and until the old tools are turned over to the Company. Employees may be required to pay the difference in price if the tool being replaced is of inferior quality.
- (2) The Company will supply all Apprentice Powerline Technician's gear and all replacement of Powerline Technician's gear and, in general, supply all other heavy or special tools required in the various trades at the discretion of the Company. Apprentices failing to complete course will return equipment to the Company. Employees shall be responsible for the safe return of all Company tools and will be required to pay for tools lost or damaged through abuse or carelessness.

### **14.7 PROTECTIVE FOOTWEAR**

As a condition of employment, protective footwear shall be worn by all regular personnel who are covered by this Collective Agreement. The Company agrees to supply, at no charge to the employee, one pair of protective footwear per year. Protective footwear shall be ordered from the supplier not later than May 1 of each year. It shall be a condition of employment for probationary employees to report to work with protective footwear. If the probationary employee becomes a regular employee, he/she shall be reimbursed for their protective footwear and shall qualify again for their protective footwear in the second and

subsequent years of their employment. It is understood and agreed that protective footwear supplied by the Company which is defective shall be replaced when the defects are first reported to the Company.

The Company shall replace any protective footwear which is damaged in an on-job accident, i.e. an accident requiring a full written report.

## ARTICLE 15 - CLASSIFICATIONS AND HOURLY WAGE RATES

- \* Those receiving shift differential (16.6)
- \*\* No new employees hired in these classifications
- \*\*\* No further regular appointments will be made in these classifications

### Notes:

- Lead Hand rate is calculated as 105% of the job rate
- Employees who work overtime in any pay period shall receive a copy of their time voucher showing a breakdown of the hours worked.
- Apprentices when hired in all classifications shall be indentured as such.
- Progress from one six (6) month period to the next is contingent upon completion of that portion of the prescribed course of studies.
- Exceptions to above will be administered by the training supervisor and/or the apprenticeship committee.
- When an apprentice is in a recognized in-house NSPI apprenticeship program and has received their designation, they will start off at 80% of the rate for their classification.

JOB CLASSIFICATION	Wage Rate	Wage Rate	Wage Rate	Wage Rate	Wage Rate
	2003	2003	2004	2005	2006
	04-01	12-01	06-01	06-01	10-01
	3%	2%	3%	3.5%	4%

### Customer Operations

Leading Powerline Technician (Shift)	26.90	27.44	28.27	29.26	30.43
Powerline Technician (Shift)	25.62	26.13	26.92	27.87	28.98
Leading Powerline Technician	25.62	26.13	26.92	27.87	28.98
Powerline Technician	24.40	24.89	25.64	26.54	27.60
Tech Powerline Trainee 1st6mos (55%)	13.42	13.69	14.10	14.60	15.18
Tech Powerline Trainee 2nd6mos(60%)	14.64	14.93	15.38	15.92	16.56
Tech Powerline App 3rd 6mos (65%)	15.86	16.18	16.67	17.25	17.94
Tech Powerline App 4th 6mos (70%)	17.08	17.42	17.95	18.58	19.32
Tech Powerline App 5th 6 Mos (80%)	19.52	19.91	20.51	21.23	22.08
Tech Powerline App 6th 6 Mos (85%)	20.74	21.16	21.79	22.56	23.46

<b>JOB CLASSIFICATION</b>	<b>Wage Rate 2003 04-01 3%</b>	<b>Wage Rate 2003 12-01 2%</b>	<b>Wage Rate 2004 06-01 3%</b>	<b>Wage Rate 2005 06-01 3.5%</b>	<b>Wage Rate 2006 10-01 4%</b>
Tech Powerline App 7th 6mos (90%)	21.96	22.40	23.08	23.89	24.84
Tech Powerline App 8th 6mos (95%)	23.18	23.65	24.36	25.21	26.22
Electrician Leading	25.13	25.63	26.40	27.32	28.41
Cable Splicer	24.01	24.49	25.22	26.10	27.14
Electrician	23.93	24.41	25.14	26.02	27.06
Electrician (Shift)	23.93	24.41	25.14	26.02	27.06
Electrician Helper	19.14	19.53	20.11	20.82	21.65
Electrician Apprentice 1st 6mo (55%)	13.16	13.43	13.83	14.31	14.88
Electrician Apprentice 2nd 6mo (60%)	14.36	14.65	15.08	15.61	16.24
Electrician Apprentice 3rd 6mo (65%)	15.55	15.87	16.34	16.91	17.59
Electrician Apprentice 4th 6mo (70%)	16.75	17.09	17.60	18.21	18.94
Electrician Apprentice 5th 6mo (80%)	19.14	19.53	20.11	20.82	21.65
Electrician Apprentice 6th 6mo (85%)	20.34	20.75	21.37	22.12	23.00
Electrician Apprentice 7th 6mo (90%)	21.54	21.97	22.63	23.42	24.35
Electrician Apprentice 8th 6mo (95%)	22.73	23.19	23.88	24.72	25.71
Electrician(Shift)App 1st 6mos (55%)	13.16	13.43	13.83	14.31	14.88
Electrician(Shift)App 2nd 6mos (60%)	14.36	14.65	15.08	15.61	16.24
Electrician(Shift)App 3rd 6mos (65%)	15.55	15.87	16.34	16.91	17.59
Electrician(Shift)App 4th 6mos (70%)	16.75	17.09	17.60	18.21	18.94
Electrician(Shift)App 5th 6mos (80%)	19.14	19.53	20.11	20.82	21.65
Electrician(Shift)App 6th 6mos (85%)	20.34	20.75	21.37	22.12	23.00
Electrician(Shift)App 7th 6mos (90%)	21.54	21.97	22.63	23.42	24.35
Electrician(Shift)App 8th 6mos (95%)	22.73	23.19	23.88	24.72	25.71
Quality Technician	26.40	26.93	27.74	28.71	29.86
Leading Electrical Technician	26.40	26.92	27.73	28.70	29.84
Electrical Technician	25.14	25.64	26.41	27.33	28.42
Electrical Tech App 5th 6 Mos (80%)	20.11	20.51	21.13	21.86	22.74
Electrical Tech App 6th 6 Mos (85%)	21.37	21.80	22.45	23.23	24.16
Electrical Tech App 7th 6 Mos (90%)	22.63	23.08	23.77	24.60	25.58

<b>JOB CLASSIFICATION</b>	<b>Wage Rate 2003 04-01 3%</b>	<b>Wage Rate 2003 12-01 2%</b>	<b>Wage Rate 2004 06-01 3%</b>	<b>Wage Rate 2005 06-01 3.5%</b>	<b>Wage Rate 2006 10-01 4%</b>
Electrical Tech App 8th 6 Mos (95%)	23.88	24.36	25.09	25.96	27.00
Leading Meterperson	25.13	25.63	26.40	27.32	28.41
Meterperson	23.93	24.41	25.14	26.02	27.06
Leading Garage Mechanic	25.13	25.63	26.40	27.32	28.41
Garage Mechanic	23.93	24.41	25.14	26.02	27.06
Garage Mechanic Helper (80%)	19.14	19.53	20.11	20.82	21.65
Garage Mechanic App. 1st 6mos (55%)	13.16	13.43	13.83	14.31	14.88
Garage Mechanic App. 2nd 6mos (60%)	14.36	14.65	15.08	15.61	16.24
Garage Mechanic App. 3rd 6mos (65%)	15.55	15.87	16.34	16.91	17.59
Garage Mechanic App. 4th 6mos (70%)	16.75	17.09	17.60	18.21	18.94
Garage Mechanic App. 5th 6mos (80%)	19.14	19.53	20.11	20.82	21.65
Garage Mechanic App. 6th 6mos (85%)	20.34	20.75	21.37	22.12	23.00
Garage Mechanic App. 7th 6mos (90%)	21.54	21.97	22.63	23.42	24.35
Garage Mechanic App. 8th 6mos (95%)	22.73	23.19	23.88	24.72	25.71
Wiring Inspector	25.12	25.62	26.39	27.31	28.40
Cust. Serv. Field Rep	20.23	20.63	21.25	21.99	22.87
Csfr Learner (1st Yr - 85%)	17.20	17.54	18.06	18.69	19.44
Meter Reader	12.37	12.62	13.00	13.46	14.00
Power Production					
Electrician	23.93	24.41	25.14	26.02	27.06
Leading Power Engineer*	27.56	28.12	28.96	29.98	31.17
1st Class Power Engineer*	26.25	26.78	27.58	28.55	29.69
Auxiliary 1st Class Power Engineer	26.25	26.78	27.58	28.55	29.69
**2nd Class Power Engineer (96%)	25.20	25.71	26.48	27.41	28.50
***3rd Class Power Engineer (93%)	24.41	24.91	25.65	26.55	27.61

<b>JOB CLASSIFICATION</b>	<b>Wage Rate 2003 04-01 3%</b>	<b>Wage Rate 2003 12-01 2%</b>	<b>Wage Rate 2004 06-01 3%</b>	<b>Wage Rate 2005 06-01 3.5%</b>	<b>Wage Rate 2006 10-01 4%</b>
Power Engineer App.1st 6mos*(50%)	13.13	13.39	13.79	14.28	14.85
Power Engineer App.2nd 6mos*(55%)	14.44	14.73	15.17	15.70	16.33
Power Engineer App.3rd 6mos*(60%)	15.75	16.07	16.55	17.13	17.81
Power Engineer App.4th 6mos*(65%)	17.06	17.41	17.93	18.56	19.30
Power Engineer App.5th 6mos*(75%)	19.69	20.09	20.69	21.41	22.27
Power Engineer App.6th 6mos*(80%)	21.00	21.42	22.06	22.84	23.75
Power Engineer App.7th 6mos*(85%)	22.31	22.76	23.44	24.27	25.24
Power Engineer App.8th 6mos*(90%)	23.63	24.10	24.82	25.70	26.72
Operator Learner (4th Class) (UII)	15.75	16.25	16.74	17.32	18.02
Operator Assistant (3rd Class) (75%)	19.69	20.09	20.69	21.41	22.27
Aux. Power Engineer App.1st 6mos*(50%)	13.13	13.39	13.79	14.28	14.85
Aux. Power Engineer App.2nd 6mos*(55%)	14.44	14.73	15.17	15.70	16.33
Aux. Power Engineer App.3rd 6mos*(60%)	15.75	16.07	16.55	17.13	17.81
Aux. Power Engineer App.4th 6mos*(65%)	17.06	17.41	17.93	18.56	19.30
Aux. Power Engineer App.5th 6mos*(75%)	19.69	20.09	20.69	21.41	22.27
Aux. Power Engineer App.6th 6mos*(80%)	21.00	21.42	22.06	22.84	23.75
Aux. Power Engineer App.7th 6mos*(85%)	22.31	22.76	23.44	24.27	25.24
Aux. Power Engineer App.8th 6mos*(90%)	23.63	24.10	24.82	25.70	26.72
Leading Gas Turbine Attendant Opr.	25.13	25.63	26.40	27.32	28.41
Gas Turbine Attendant Operator	23.93	24.41	25.14	26.02	27.06
Gas Turbine Attendant App.1ST 6mos (55%)	13.16	13.43	13.83	14.31	14.88
Gas Turbine Attendant App.2NDT 6mos (60%)	14.36	14.65	15.08	15.61	16.24
Gas Turbine Attendant App 3RD 6mos (65%)	15.55	15.87	16.34	16.91	17.59
Gas Turbine Attendant App.4TH 6mos (70%)	16.75	17.09	17.60	18.21	18.94
Gas Turbine Attendant App.5TH 6mos (80%)	19.14	19.53	20.11	20.82	21.65
Gas Turbine Attendant App.6TH 6mos (85%)	20.34	20.75	21.37	22.12	23.00
Gas Turbine Attendant App.7TH 6mos (90%)	21.54	21.97	22.63	23.42	24.35
Gas Turbine Attendant App.8TH6MOS (95%)	22.73	23.19	23.88	24.72	25.71
Leading Maintenance Person	25.62	26.13	26.92	27.87	28.98
Maintenance Person (Certified)	24.40	24.89	25.64	26.54	27.60



<b>JOB CLASSIFICATION</b>	<b>Wage Rate 2003 04-01 3%</b>	<b>Wage Rate 2003 12-01 2%</b>	<b>Wage Rate 2004 06-01 3%</b>	<b>Wage Rate 2005 06-01 3.5%</b>	<b>Wage Rate 2006 10-01 4%</b>
Maintenance Person (Shift) Certified	24.40	24.89	25.64	26.54	27.60
Maintenance Person Helper (80%)	19.52	19.91	20.51	21.23	22.08
Maintenance Pers. App 1st 6mos(55%)	13.42	13.69	14.10	14.60	15.18
Maintenance Pers. App 2nd 6mos(60%)	14.64	14.93	15.38	15.92	16.56
Maintenance Pers. App.3rd 6mos(65%)	15.86	16.18	16.67	17.25	17.94
Maintenance Pers. App.4th 6mos(70%)	17.08	17.42	17.95	18.58	19.32
Maintenance Pers. App.5th 6mos(80%)	19.52	19.91	20.51	21.23	22.08
Maintenance Pers. App.6th 6mos(85%)	20.74	21.16	21.79	22.56	23.46
Maintenance Pers. App.7th 6mos(90%)	21.96	22.40	23.08	23.89	24.84
Maintenance Pers. App.8th 6mos(95%)	23.18	23.65	24.36	25.21	26.22
Maint Pers(Shift) App 1st 6mos (55%)	13.42	13.69	14.10	14.60	15.18
Maint Pers(Shift) App 2nd 6mos (60%)	14.64	14.93	15.38	15.92	16.56
Maint Pers(Shift) App 3rd 6mos (65%)	15.86	16.18	16.67	17.25	17.94
Maint Pers(Shift) App 4th 6mos (70%)	17.08	17.42	17.95	18.58	19.32
Maint Pers(Shift) App 5th 6mos (80%)	19.52	19.91	20.51	21.23	22.08
Maint Pers(Shift) App 6th 6mos (85%)	20.74	21.16	21.79	22.56	23.46
Maint Pers(Shift) App 7th 6mos (90%)	21.96	22.40	23.08	23.89	24.84
Maint Pers(Shift) App 8th 6mos (95%)	23.18	23.65	24.36	25.21	26.22
Leading Carpenter	25.13	25.63	26.40	27.32	28.41
Carpenter	23.93	24.41	25.14	26.02	27.06
Leading Power Plant Technician II	27.72	28.27	29.12	30.13	31.33
Power Plant Technician II	26.40	26.92	27.73	28.70	29.84
Leading Power Plant Technician I	26.40	26.92	27.73	28.70	29.84
Power Plant Technician I	25.14	25.64	26.41	27.33	28.42
Power Plant Technician I (Shift)	25.14	25.64	26.41	27.33	28.42
Power Plant Tech. I App. 5th 6mos (80%)	20.11	20.51	21.13	21.86	22.74
Power Plant Tech. I App. 6th 6mos (85%)	21.37	21.80	22.45	23.23	24.16
Power Plant Tech. I App. 7th 6mos (90%)	22.63	23.08	23.77	24.60	25.58
Power Plant Tech. I App. 8th 6mos (95%)	23.88	24.36	25.09	25.96	27.00

<b>JOB CLASSIFICATION</b>	<b>Wage Rate 2003 04-01 3%</b>	<b>Wage Rate 2003 12-01 2%</b>	<b>Wage Rate 2004 06-01 3%</b>	<b>Wage Rate 2005 06-01 3.5%</b>	<b>Wage Rate 2006 10-01 4%</b>
Power Plant Tech I (Shift) App 5th 6mos (80%)	20.11	20.51	21.13	21.86	22.74
Power Plant Tech I (Shift) App 6th 6mos (85%)	21.37	21.80	22.45	23.23	24.16
Power Plant Tech I (Shift) App 7th 6mos (90%)	22.63	23.08	23.77	24.60	25.58
Power Plant Tech I (Shift) App 8th 6mos (95%)	23.88	24.36	25.09	25.96	27.00
General Classifications					
Leading Painter	25.13	25.63	26.40	27.32	28.41
Painter	23.93	24.41	25.14	26.02	27.06
Painter Helper (80%)	19.14	19.53	20.11	20.82	21.65
Leading Meter Tester	25.13	25.63	26.40	27.32	28.41
Meter Tester	23.93	24.41	25.14	26.02	27.06
Meter Tester Helper	19.14	19.53	20.11	20.82	21.65
Ldg. Protective Equip. Tester	25.13	25.63	26.40	27.32	28.41
Protective Equipment Tester	23.93	24.41	25.14	26.02	27.06
Fuels Analyst	19.91	20.31	20.92	21.65	22.52
Fuels Analyst Learner 2nd Yr (80%)	15.93	16.25	16.74	17.32	18.02
Fuels Analyst Learner 1st Yr (65%)	12.94	13.20	13.60	14.07	14.64
Leading Storekeeper	21.54	21.97	22.63	23.42	24.35
Storekeeper	20.51	20.92	21.55	22.30	23.19
Storekeeper Learner 2nd Yr (90%)	18.46	18.83	19.40	20.07	20.87
Storekeeper Learner 1st Yr. (80%)	16.41	16.74	17.24	17.84	18.55
Storekeeper Helper (77%)	15.79	16.11	16.59	17.17	17.86
Leading Utilityworker	20.91	21.33	21.97	22.73	23.65
Utilityworker I	19.91	20.31	20.92	21.65	22.52
Utilityworker II (80% Of I)	15.93	16.25	16.74	17.32	18.02
Utilityworker III (62% Of I)	12.34	12.59	12.97	13.42	13.96
*Leading Utilityworker (Shift)	20.91	21.33	21.97	22.73	23.65
*Utilityworker I (Shift)	19.91	20.31	20.92	21.65	22.52

<b>JOB CLASSIFICATION</b>	<b>Wage Rate 2003 04-01 3%</b>	<b>Wage Rate 2003 12-01 2%</b>	<b>Wage Rate 2004 06-01 3%</b>	<b>Wage Rate 2005 06-01 3.5%</b>	<b>Wage Rate 2006 10-01 4%</b>
*Utilityworker II (Shift) (80%)	15.93	16.25	16.74	17.32	18.02
*Utilityworker III (Shift) (62%)	12.34	12.59	12.97	13.42	13.96
Ldg Utilityworker Oil Fil Opr	22.72	23.17	23.87	24.71	25.69
Utilityworker Oil Filter Op	21.64	22.07	22.73	23.53	24.47
Utilityworker Oil Fil Lrn 2nd Yr (90%)	19.48	19.86	20.46	21.18	22.02
Utilityworker Oil Fil Lrn 1st Yr (80%)	17.31	17.66	18.18	18.82	19.58
Leading Utility Operator	22.82	23.27	23.96	24.80	25.79
Utility Operator	21.73	22.16	22.82	23.62	24.56
Utility Operator Lrn. 1st Yr. (85%)	18.47	18.84	19.40	20.08	20.88
Ldg. Groundhand Equip.Operator	21.54	21.97	22.63	23.42	24.35
Groundhand Equipment Operator	20.51	20.92	21.55	22.30	23.19
Groundhand Equip Op Lrn 1st Yr (89%)	18.25	18.62	19.18	19.85	20.64
Janitor Leading	12.34	12.59	12.97	13.42	13.95
Janitor	11.75	11.99	12.35	12.78	13.29

## **ARTICLE 16 - WAGE PREMIUMS**

### **16.1 TRADES**

#### **(1) Leading Hands - Trades (Temporary Appointments)**

An employee, when assigned to a Leading Hand classification on a temporary basis, shall receive the hourly rate for that classification for all time worked when, at the sole discretion of the Company, so designated.

#### **(2) Supervisor - Trades (Temporary Appointments)**

An employee, assigned by their Supervisor to replace an employee outside the bargaining unit, will be paid a premium of 10% an hour above the Leading Hand rate when, at the sole discretion of the Company, so designated.

#### **(3) Planners (Customer Operations) Temporary Appointments**

An employee assigned by his/her supervisor to replace an employee outside the bargaining unit for a period of eight (8) hours or more will be paid eighty cents (\$.80) an

hour above the leadhand rate when, at the sole discretion of the Company, so designated.

- (4) **The Company agrees to pay a premium to employees recognized for their multi-trades certification as outlined in Article 6.10. The rate of pay will be 5% above the highest rate classification held by the multi-trade employee.**

## 16.2 GENERAL AND OTHER

- (1) Leading Hands (Temporary Appointments)

An employee, when assigned to a Leading Hand classification on a temporary basis, shall receive the hourly rate for that classification for all time worked when, at the sole discretion of the Company, so designated.

- (2) Supervisor (Temporary Appointments)

An employee, assigned by their Supervisor to replace an employee outside the bargaining unit, will be paid a premium of ten percent (10%) an hour above the Leading Hand rate when, at the sole discretion of the Company, so designated

- (3) **An employee holding a valid operator's certificate for operating an overhead or mobile crane will receive an amount equal to five percent (5%) of their hourly rate, in addition to their hourly rate, for the time the work is being performed. The premium will be paid for a minimum of one hour.**

## 16.3 DURATION

Temporary assignments of regular employees under 16.1 (1), (2), and 16.2 (1), (2), shall not exceed six (6) months provided, however, that such temporary appointments may exceed the six (6) months on specific projects and in such case may be made for the duration of the project.

## 16.4 HEIGHT PAY

**All Powerline Technicians or other employees working at a height of 22.9m (75 feet) or over, above the base of a tower, pole, stack or working at a height of 22.9m (75 feet) or more in a bosuns chair or swing staging will receive an amount equal to one-half the regular rate, in addition to the prevailing rate at the time the work is being performed. The premium will be paid for a minimum of one hour.**

## 16.5 DIRTY WORK

The internal work and cleaning of condensers and cooling water lines, the de-sludging and internal cleaning of oil storage tanks, the internal work in the flue gas passages of the boilers, internal work on pulverizers, work below manhole covers in hydro plants, work on wheel pits, creosoting pipe lines, internal work on coal crushers and trimming in coal bunkers, shall be defined as "dirty work" and employees engaged in this work shall be paid at the rate of \$0.15 per hour in addition to their regular rate while so engaged in such work.

## 16.6 SHIFT DIFFERENTIAL

A shift differential equal to 4% of the Power Engineer's regular hourly rate will be added for the 4:00PM -12:00AM shift.

A shift differential equal to 10% of the Power Engineer's regular hourly rate will be added to the 12:00AM -8:00AM shift.

For pay purposes, Shift Differential for the Power Engineers will be paid as an average of 4.67% of the Power Engineers' regular hourly rates as shown in Article 15.

## ARTICLE 17 - SAFETY

The Company and the Union agree to the following policies and objectives:

- (1) To completely integrate safety within production and operations.
- (2) The Company will supply adequate tools, equipment and protective devices so that all operations of the Company may be performed in as safe a manner as practical.
- (3) To see that employees are at all times kept familiar with the general and special practices for the safe conduct of their work.
- (4) To see that its safety measures and recommendations which apply are in all cases carried out by the employees and that the current Nova Scotia Power Incorporated Safety Manual, with amendments and additions, shall be read with and form part of this Collective Agreement.
- (5) The Safety Manual may be amended by negotiations between the Company and a committee of the Union composed of the Business Manager, Assistant Business Manager, and the President of the Local Union who shall have the power to settle without ratification.
- (6) To see that tools and safety equipment supplied by the Company are properly taken care of at all times by personnel to whom issued.
- (7) The Company and Union agree to set up within each region, a sub-committee from members of now existing regional safety committees for the purpose of investigating all burn accidents and all other serious injury accidents. Each joint regional sub-committee with equal representation from Union and Management will investigate these accidents within their own regions and will report their findings to the Regional Safety Committee.
- (8) Joint Safety Committees will be formed in each region, thermal plant and other departments comprising equal Company and Union representatives. These Committees shall meet monthly and in conjunction with Labour-Management meetings when applicable.

- (9) All Union representatives serving on Joint Safety Committee will be permitted to attend these meetings without loss of pay.
- (10) Matters connected with Safety should ordinarily be brought to the Joint Safety Committees; however, the Company agrees to discuss any particular aspect of safety with the Union upon request.
- (11) The Company agrees that at least one hour per month on a designated day, when practical, shall be made available to all employees engaged in electrical work for the purpose of safety education. Safety education shall be provided during regular working hours to other employees when necessary.
- (12) The Company may require an annual medical examination of employees, and a medical examination performed by a physician appointed by the Company at such other times as may be required to ensure that employees are physically fit to perform the normal duties of the job involved. In such cases a medical practitioner's certificate may be required.
- (13) The Company and the Union acknowledge the obligation to comply with the Occupational Health and Safety Act (NS).
- (14) An employee on standby who is called out on a trouble call shall call another qualified Powerline Technician (which shall include tradespersons in their final year of apprenticeship) to accompany him/her on the trouble call except:
- (A) In cities or towns
  - (B) Where travel distance from the residence of the employee on standby to the trouble location does not exceed 19.308 km (twelve [12] miles).
  - (C) Where the problem has been clearly identified as being associated with the customer's secondary voltage supply.

**Note:** Lead-hand pay as provided for under Clause 7.13(4) shall not apply under these circumstances.

## **ARTICLE 18 - GRIEVANCE PROCEDURE**

The Company and the Union agree to the following procedure for the purpose of assisting in the adjustment of differences arising between the parties concerning the meaning or violation of the terms of this Agreement or concerning a complaint of disciplinary or dismissal action taken against any employee, or any term or condition of employment of this agreement being altered.

Any difference arising directly between the Union and the Company may be submitted in writing by either party at Step 4 of the grievance procedure. A grievance by the Company shall be submitted to the Business Manager of the Union and a grievance by the Union shall be submitted to the General Manager, Human Resources. The time limits of Article 18.4 (1)

shall apply to the above grievances. Should the matters not be resolved within the time specified, the provisions of Article 18.4 (2) may be invoked.

### **18.1 STEP 1**

The employee, employees and/or the Shop Steward, and the Supervisor in charge will discuss and, if possible, settle such matters. If the matter discussed cannot be settled by the shop steward and the Supervisor in charge, then the grievance shall be reduced to writing and the Supervisor shall give their decision in writing within four (4) working days after such discussion. This and all subsequent steps of the procedure shall be in writing.

### **18.2 STEP 2**

Failing settlement of Step 1, the Local Union grievance committee shall, within five (5) working days, meet with the field manager (e.g. Superintendent) to discuss the matter, and he/she shall give their decision within five (5) working days. Such grievance committee shall consist of at least two (2) but not more than three (3) persons. In case of dismissal, safety or health, grievances may be presented at Step 2.

### **18.3 STEP 3**

Failing settlement at Step 2, the matter shall be submitted by the Union to the designated Manager within seven (7) working days, who shall give their decision within five (5) working days.

### **18.4 STEP 4**

- (1) Failing settlement at Step 3, the matter shall be referred within ten (10) working days to the Business Unit General Manager or their designee for discussion and a decision within ten (10) working days. If not referred to the above, the grievance shall be deemed abandoned.
- (2) Any grievance not resolved at Step 4 may be referred to Arbitration, and the request for Arbitration shall be made within twenty (20) working days after the receipt of the decision of the discussions in Step 4.

The Company may refuse to consider any complaint or grievance which is presented to the Company under Step 1 not later than ten (10) working days from the date the Shop Steward/Business Manager of the Local Union became aware of the circumstances giving rise to such complaint or grievance.

Where there is an alleged violation of the Agreement, the circumstances of which apply to more than one employee, a group grievance may be filed by the Union on behalf of such employees.

Time limits as specified in this procedure may be extended by mutual consent of the parties hereto.

## ARTICLE 19 - ARBITRATION

- (1) When either party requests that the matter be submitted to Arbitration, such request shall be made in writing to the other party to this Agreement, and the notice shall contain the name of the proposed single Arbitrator. The single Arbitrator costs shall be shared by the parties concerned.
- (2) If the parties fail to agree on the appointment of a single Arbitrator within five (5) working days, the Minister of Labour for the province shall be requested to make such appointment.
- (3) The decision of the Arbitrator shall be final and binding.
- (4) No person shall be appointed as Arbitrator who has previously been involved in an attempt to settle the grievance.
- (5) No matter may be submitted to arbitration which has not been properly carried through all steps of the grievance procedure as outlined in Article 18.
- (6) Decisions of the Arbitrator shall be limited to the specific grievance referred to Arbitration. The Arbitrator shall not be authorized to render a decision inconsistent with the provision of this Agreement nor to alter, modify, amend, or supplement any part of this Agreement.
- (7) The Arbitrator shall have the power to substitute for the discharge or discipline any other penalty that to the Arbitrator seems just and reasonable in the circumstances.

## ARTICLE 20 - RETIREMENT & PENSIONS

### 20.1 NORMAL RETIREMENT

Employees of the Company, covered by this Agreement, shall retire from the service of the Company upon reaching the age of 65 years. The effective date of retirement shall be the first day of the month following that in which age 65 is attained.

### 20.2 VOLUNTARY EARLY RETIREMENT

- (1) Regular employees covered by this Agreement may retire voluntarily upon reaching the age of 55 years with a total of age plus service equal to at least 85. The actual date of retirement shall be the first day of the month following that in which age 55 is attained.
  - (A) **In respect of service after the Effective Date (July 1, 2004) for members who terminate prior to age 55: Unreduced Retirement would be provided at the earlier of a) age 65 and, b) age 55 with 85 points (age plus continuous service). Members have a .5% per month reduction to their pension for each month that their actual retirement date precedes the date they would have been eligible for the unreduced retirement (based on continuous service at**



**termination/retirement). The unreduced retirement date is unchanged for the pension accrued prior to the Effective Date.**

**(B) For members who retire from active service (i.e., after age 55): Unreduced Retirement would be provided at the earlier of a) age 62 and 15 years of service, b) age 55 with 85 points (age plus continuous service), and c) age 65. Members have a .5% per month reduction to their pension for each month that their actual retirement date precedes the date they would have been eligible for the unreduced retirement (based on continuous service at termination/retirement).**

(2) That portion of an employee's retirement pension payable under the provisions of the Pension Plan for Employees of Nova Scotia Power Incorporated shall not be actuarially reduced because of Voluntary Early Retirement provided for in (1) above.

(3) That portion of an employee's retirement pension payable under the provisions of residual pension plans of utilities previously acquired by the former Nova Scotia Power Commission, or, that have been acquired by the Nova Scotia Power Corporation shall not be actuarially reduced.

### **20.3 REHIRING AFTER RETIREMENT**

**Once an employee has been retired, he/she becomes ineligible for rehiring in a regular position covered by this Agreement except under special circumstances mutually agreeable to the Company and to the Union.**

### **20.4 PARTICIPATION IN PENSION PLAN FOR EMPLOYEES OF NSPI**

All regular employees in the classifications covered by this Agreement shall, as a condition of employment, participate in this Plan.

### **20.5 ENTITLEMENTS FROM PENSION PLAN FOR EMPLOYEES OF NSPI**

All benefits, privileges and rights to pension will be in accordance with the provisions of this Plan.

### **20.6 ENTITLEMENTS FROM OTHER PENSION PLANS**

Employees in the service of utilities at the time of their purchase by the former Nova Scotia Power Commission and all employees of utilities acquired by Nova Scotia Power Corporation will have that portion of their pension entitlements, if any, resulting from their service in these other utilities, calculated in accordance with the provisions of the particular Pension Plan in effect in the respective utilities at the time of purchase, or at the time of the employees joining the Nova Scotia Public Service Superannuation Plan.

### **20.7 NOVA SCOTIA LIGHT AND POWER COMPANY, LIMITED IMPROVED PENSION PLAN**

The Company agrees that it will not amend the Nova Scotia Light and Power Company,

Limited Improved Pension Plan so as to reduce in any way the rights, benefits and privileges presently contained in the Plan of employees of the former N.S.L.&P., and portion of whose pension benefits will be paid from funds accumulated under this Plan.

The Company guarantees that the total pension entitlement of each participant in the Improved Pension Plan will be protected to the extent that he/she will receive at retirement a Pension of no less than he/she would have received if he/she had remained a participant in the Improved Pension Plan until retirement and in addition, the amount of their entitlement under the Canada Pension Plan based on the Plan as it existed on January 27, 1972.

## **20.8 AMENDMENTS**

In the event of a request by the Employee Benefits Committee to have a change in Article 20 during the life of the Agreement, such request shall be addressed through the Executive Board of the Local Union for a process of ratification.

## **20.9 INVOLUNTARY TERMINATION WITHOUT JUST CAUSE**

**In the event that a Unionized employee who joined the plan prior to the Effective Date is involuntarily terminated without just cause, NSPI shall provide the pension benefits that the member would have received had the changes not taken place (i.e. pension will be based on the terms of the “Current Plan”). The additional payment to make the member “whole” may be made through NSPI’s general accounts or by way of an amendment to the pension plan to provide the additional benefits.**

## **20.10 RETIREMENT AWARD**

Regular employees are eligible to receive a Retirement Award, provided they retire with an unreduced pension.

The amount of the Award is equal to one week's pay for each year of full service or portion thereof to a maximum of twenty-six (26) years or twenty-six (26) weeks' pay calculated as follows:

$$\frac{\text{Hourly Rate} \times \text{Standard Hrs Per Year}}{52 \text{ weeks}} = 1 \text{ Week's Pay}$$

## **ARTICLE 21 - PUBLICATION AND DISTRIBUTION**

The cost of sufficient copies of this Agreement shall be divided equally between the Company and the Union.

## ARTICLE 22 - TERM OF AGREEMENT

### 22.1 DURATION AND RENEWAL

This Agreement shall become effective 2003-04-01 and shall remain in full force and effective for a period of fifty-two (52) months from that date until 2007-07-31. Thereafter, this Agreement shall automatically renew itself unless written notice is given within two (2) months prior to 2007-07-31 or in any succeeding year by either party to the other of a desire to revise or terminate this Agreement.

### 22.2 RETROACTIVITY

The direct wage increase only shall be retroactive to 2003-04-01 on all hours paid for. Such retroactivity shall only apply to employees who continue to maintain an ongoing relationship with NSPI on the date of ratification. This includes all regular employees, labour pool employees (including "C" members), and employees who may have retired prior to the date of ratification. Employees on Long Term Disability (LTD) will only receive retroactive pay to the date prior to the start of such benefits. All other terms of this agreement shall be effective on the calendar day following the date of ratification unless otherwise stipulated. New pay rates will be effective in the nearest pay period following the date of ratification.

### 22.3 COSTS OF NEGOTIATION

**Where meetings are held between the Union and the Company for the purpose of entering into a renewed collective agreement in accordance with Article 22.1, the Company will ensure that four (4) Union Negotiating Team representatives will suffer no loss of pay. Upon presentation of receipts, the Company will reimburse reasonable meal and accommodation costs and pay mileage at the agreed Company rate for these four (4) representatives when attending joint meetings between the Union and the Company. The Union will reimburse the Company for any additional costs associated with additional Negotiating Team representatives and is responsible for the expenses of those members.**

## LETTER OF UNDERSTANDING - JULY 30, 1998 12:40PM

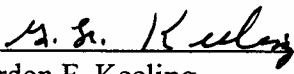
The IBEW, Local 1928 and Nova Scotia Power Inc. agree to the creation of a new classification of Powerline Technician Shift.

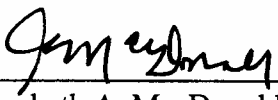
The terms and conditions of the classification shall be determined through the mechanism of Article 7.1 of the Collective Agreement.

The positions in this classification will be new jobs and will be filled by the normal job posting process.

Powerline Technician non-shift positions will not be reduced in numbers at a defined headquarters where there are Powerline Technicians Shift unless by normal attrition (vacancies), voluntary acceptance of Powerline Technician Shift positions by non-shift Powerline Technicians or workload loss due to external circumstances (outside the Company) at the headquarters.

Signed on behalf of the parties:

  
\_\_\_\_\_  
Gordon F. Keeling  
Business Manager  
IBEW Local 1928

  
\_\_\_\_\_  
Elizabeth A. MacDonald  
Vice President, Human Resources  
Nova Scotia Power Inc.

## LETTER OF UNDERSTANDING - NOV 2, 2000 – Auxiliary 1<sup>st</sup> Class SPO

2000-11-02

Mr. Jude Rankin  
IBEW, Local 1928  
14 McQuade Lake Crescent  
Suite 204  
Halifax, NS B3S 1B6

Dear Jude:

Re: New Classification      **“Auxiliary 1<sup>ST</sup> Class Steam Plant Operator”**

Power Production has reviewed its Short and Long Term Human Resources needs for our First (1<sup>st</sup>) Class Steam Plant Operators classification. Use of the Labor Pool is satisfying many of our needs and providing some of the flexibility we need in this area. It is our desire to make a longer term commitment and retention strategy for these valued employees by the creation of new permanent positions. This commitment for full time employment is the starting block in building our future. With the need to remain competitive, the flexibility of our work force is imperative. **We offer the following as terms of reference for this new classification as mutually agreed ,this second day of November, 2000.**

### Terms of Reference

1. **Auxiliary operator** employees will work seventeen hundred forty eight (1748) hours per year less the applicable vacation entitlement .(equal to SPO). Pay calculations shall be based on 35 hours per week .
2. **Auxiliary operators** will be paid as per the Collective Agreement at the same rate as a 1<sup>ST</sup> Class Steam Plant Operator as outlined under Article 15 and as per the apprentice rate for the same classification. All applicable premiums will apply. Shift differential for the Auxiliary Steam Plant Operator will be paid as an average of 4.67% as shown in Article 15
3. **Auxiliary operators** will not work more than four (4) consecutive twelve (12) hour shifts without forty-eight (48) consecutive hours off in a six day period .

Jude Rankin  
November 2,2000  
Page Two

5. A minimum of twenty-four (24) hours will be given to change a shift schedule if the employee is following a specific shift. If on days off, twelve (12) hours notice will be given.
6. The **Auxiliary operator's** main role will be to cover for vacations, training, sickness and leave time.
7. The **Auxiliary operator** will be subject to a call out rotation.
8. **Auxiliary Operators** may be called out to work with minimum notice (one hour) to replace an employee reporting off due to sickness. Under such notice, employees will be entitled to **one** meal chit as well as **one** additional hour at their regular rate for the shift period not to exceed 12 hours.
9. Each Business unit has identified the maximum number of full time **Auxiliary Operators** specific to their operation. Other positions will be posted as 1<sup>st</sup> Class Steam Plant Operators. **Tufts Cove (5) Trenton, Point Tupper (TNT- 8) , Lingan ,Point Aconi (PAL Power -10) .**
10. There are currently a number of Steam Plant Operator Apprentices who are working in the Labour Pool. If no regular first (1<sup>st</sup>) Class Steam Plant Operators apply for this new classification, first consideration will be offered to these apprentices providing they have the ability to fully complete the program. Upon successful completion of their apprenticeship they will automatically fill the first (1<sup>st</sup>) **Class Auxiliary Steam Plant Operator** role.

Signed: Jude Rankin  
 Jude Rankin  
 Business Manager  
 I.B.E.W. Local 1928

Arnold (Red) Conrod  
 Arnold (Red) Conrod  
 Sr. Plant Manager  
 Power Production  
 Nova Scotia Power Inc.

Signed: Michael MacDonald  
 Michael MacDonald  
 President I.B.E.W.  
 Local 1928

Liz MacDonald  
 Liz MacDonald  
 Vice MacDonal  
 Human Resources  
 Nova Scotia Power Inc.

**LETTER OF UNDERSTANDING – MAR. 18, 2002 – New Shift  
Classifications**

March 18, 2002  
Mr. Jude Rankin  
IBEW, Local 1928  
14 McQuade Lake Crescent  
Suite 204  
Halifax, NS B3S 1B6

Dear Jude:

**Re: New Shift Classifications : Chemical Technician (Shift)  
Maintenance Journeyman (Shift)  
Electrician (Shift) Customer Operations**

**As per Article 7.1 of the Collective Agreement, NSPI and the IBEW  
Local 1928 jointly agree on the following terms and conditions applied to  
the newly proposed classifications as listed below.**

**TERMS AND CONDITIONS**

1. These new Shift Classifications will work a standard 2080 hours per year and will be entitled to holiday and vacation as outlined in the Collective Agreement similar to that of the day worker.
2. These new Shift Classifications will be paid as per the Collective Agreement at the same rates as outlined under Article 15 for similar non shift classifications. All applicable shift premiums will apply. Apprentice hourly rates will also apply.
3. Hours of work will be of 40 hours per week, 8 hours per day, 4pm-12am, Sunday through Saturday at the regular rate of pay plus shift differential for the evening shift. Saturdays and Sundays will represent day work 8am-4pm. Any hours over the scheduled 8 hours per day 40 hours per week will be paid at the prevailing overtime rate. This will not affect the hours of work for day workers.

**New Shift Classifications**

March 18, 2002

Page Two

4. These new Shift classifications will only apply to newly posted vacancies. The current permanent employees holding regular day work positions in these classifications shall not be reduced by the establishment of these new positions.
5. Leading Hands will be appointed as per the Collective Agreement.

Signed: Jude Rankin

Jude Rankin  
Business Manager  
I.B.E.W. Local 1928

Arnold (Red) Conrod

Arnold (Red) Conrod  
Sr. Plant Manager  
Power Production  
Nova Scotia Power Inc.

Signed: Michael MacDonald

Michael MacDonald  
President I.B.E.W.  
Local 1928

Sarah MacDonald

Sarah MacDonald  
General Manager  
Human Resources  
Nova Scotia Power

cc S. Landry  
W. Horsburgh  
D. Banks  
R. Janega  
J. Hawkins  
M. Sidebottom



## LETTER OF UNDERSTANDING – DEC. 17, 2003 – Benefit Plans

### Letter Of Understanding December 17, 2003

**Re: Article 9.3 Hospital, Health and Prescription Drug Benefits**  
**Re: Article 9.4 Group Life Insurance and Accidental Death and Dismemberment**

The IBEW, Local 1928 and Nova Scotia Power agree to provide employees with a choice between two benefit plans. The choice will be final and employees will not be eligible to switch plans at a later date.

Current employees will be eligible, until March 31, 2004, to switch to the new Emera benefit plan or remain as a member of the current Nova Scotia Power benefit plan.

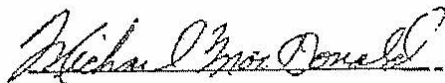
The plans will be described in the contracts with Manulife Financial and referred to as:

Division 000 – Nova Scotia Power plan

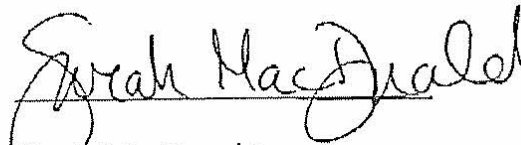
Division 003 – Emera plan

The two plans will be governed by the terms of Articles 9.3 and 9.4 in the current collective agreement between IBEW, Local 1928 and Nova Scotia Power. Additional language, if required, will be included in the ratified collective agreement effective 2003-04-01.

Signed on behalf of the parties:



Michael MacDonald  
Business Manager  
IBEW, Local 1928



Sarah MacDonald  
General Manager, Human Resources  
Nova Scotia Power Inc

## LETTER OF UNDERSTANDING - APRIL 8, 2003 – Seniority

April 8, 2003

Mr. Michael MacDonald  
Business Manager IBEW, Local 1928  
Suite 204, 14 McQuade Lake Crescent  
Halifax, Nova Scotia  
B3S 1B6

RE: Letter of Understanding - "Seniority"

Dear Mike:

This letter of understanding confirms our agreement regarding the administration of seniority for new regular full time employees entering the bargaining unit.

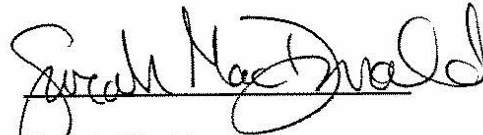
These following principles shall be used to break a tie where two people were hired on the same date in the past.

- When an employee is hired into a full time regular classification under the Collective Agreement, the starting date in the offer letter shall be considered the seniority date of the employee.
- Where two or more individuals are successful in a posted vacancy, the IBEW will forward a letter to NSPI, Human Resources indicating the order in which the employees are to be placed on the seniority list.
- NSPI shall endeavour to hire all new regular employees on different days. *(No history with NSPI or the IBEW)*. In the event that two or more employees from the labour pool are hired on the same day, the IBEW will forward a letter to NSPI, Human Resources indicating the order in which the employees are to be placed on the seniority list.

- **Employees who have the same seniority date and who were hired prior to 1993 will have their placement on the seniority list determined jointly by the IBEW Business Manager and a Human Resources representative. Placement will be determined through a review of the employee's personnel file. The joint decision will be final and binding.**
- **Any discrepancies on the seniority list shall be brought to the attention of NSPI, Human Resources by a written letter. NSPI, Human Resources will reply in writing with a confirmation of any changes to the list.**



**Michael MacDonald  
Business Manager IBEW  
Local 1928**



**Sarah MacDonald  
General Manager  
Human Resources, NSPI**

**LETTER OF UNDERSTANDING – JAN. 16, 2003 – Leading Powerline  
Technician (Trouble)**

**January 16 2003**

**Mr. Michael MacDonald  
Business Manager IBEW, Local 1928  
Suite 204, 14 McQuade Lake Crescent  
Halifax, Nova Scotia B3S 1B6**

**Dear Mike:**

**RE: LETTER OF UNDERSTANDING**

**“LEADING POWERLINE TECHNICIAN TROUBLE”**

**This letter is to confirm our agreement under Clause 7.1 of the current NSPI/IBEW Collective Agreement for the creation of a new classification entitled “Leading Powerline Technician Trouble”**

**The detailed provisions for this new classification are that of the Powerline Technician Trouble Classification as outlined under Article 10.5 of the current Collective Agreement, Letter of Understanding August 14, 2000.**

**The hourly rate for this new classification will be calculated at 105% of the hourly rate for the Powerline Technician Trouble, or \$26.11 per hour.**

**We have agreed to provide a detailed job posting outlining the roles and responsibilities of this new classification.**

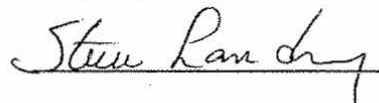
**From our discussions, we will be providing a more consistent approach to shift patterns in the future. These shift patterns will focus on urban /rural work environments and details will follow over the next few weeks.**

**The effective date for this new classification to become part of the current Collective Agreement shall be Friday, January 10, 2003.**



**Michael MacDonald**

**Business Manager IBEW**



**Stephen Landry**

**Labour Relations Advisor**

## LETTER OF UNDERSTANDING – JUNE 25, 2004 – PLT Workforce Initiative

June 25, 2004

### Re: PLT Workforce Initiative and Letter of Understanding July 30, 1998

Management agrees to work with the union regarding the recommendations of the PLT Workforce Initiative. The process for posting and filling positions already agreed to by the PLT Workforce Initiative will be followed. If gaps still exist at the end of the posting process - a committee of Union and Management employees will meet to agree on the process to be followed. Possible options include but are not limited to:

- Voluntary rotation of a six month minimum through the unfilled positions
- Expansion of geographic areas
- Waiving the 30 minute response requirement
- Payment of one time moving expenses to Metro
- Permanent lay-off (as a last resort) as opposed to non-voluntary transfer

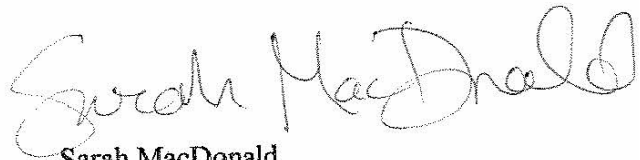
The Union will not invoke the Letter of Understanding on page 112 of the collective agreement (effective 2001-04-01 to 2003-03-01) from ratification date until December 1<sup>st</sup>, 2004. Management will not use non-voluntary transfers (clause 7.21) during this process.

Should the parties be unable to reach an agreement, both parties agree to mediation.

The Union and Management agree that the Letter of Understanding on page 112 of the collective agreement (effective 2001-04-01 to 2003-03-31) will apply again on December 1<sup>st</sup>, 2004 to all matters.



Michael MacDonald  
Business Manager and Financial Secretary  
I.B.E.W. Local 1928



Sarah MacDonald  
General Manager, Human Resources  
Nova Scotia Power Inc.

## LETTER OF UNDERSTANDING – AUG. 14, 2000 – Proposal – Powerline Technician (Trouble)

### LETTER OF UNDERSTANDING

Dated: August 14, 2000

### PROPOSAL - POWERLINE TECHNICIAN (Trouble)

This Proposal will satisfy the intent of all clauses and content of the Letter of Understanding dated July 30, 1998, 12:40 p.m., re: Article 7.1 General

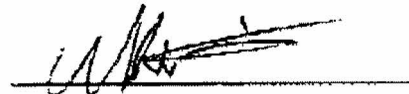
1. NSP agrees to create a new classification as Powerline Technician Trouble (Province). On August 14, 2000, posted positions previously occupied by Powerline Technician shift and Leading Powerline Technician shift will revert to Powerline Technician Trouble .
2. Upon signing of this agreement Customer Operations will immediately post 1 new position and 6 positions previously posted as Powerline Technician (Shift) to, Powerline Technicians or Leading Powerline Technicians.
3. NSP Inc will accommodate employees who have accepted Powerline Technician (Shift) positions. In the event of a non-voluntary transfer NSP will reimburse for reasonable expenses to a maximum of \$3K. (receipts will be required). This is specific to regular employees holding Leading PLT shift or PLT shift positions.
4. Powerline Technician Trouble shift schedules will be two revolving shifts; 8:00 a.m. to 4:00 p.m. and 4:00 p.m. to 12:00 a.m. · 7 days a week. For variations to this shift pattern each Regional work site will identify their annual revolving shift schedule for their specific depots and post at the start of each year.
5. Management reserves the right to alter shift schedules by posting the shift schedule thirty (30) days in advance. If NSP wishes to change shift schedules for projects due to customer demands or regional workload, the employee shall be provided with seven (7) days prior notice, otherwise the appropriate premiums would apply. Upon completion of the project, shift pattern will return to normal.
6. Hours of work will equal 80 per pay period averaged yearly. Any hours over the scheduled hours posted shall be paid at premium rates.

Memorandum of Understanding  
Proposal-Powerline Technicians (Trouble)  
August 14, 2000


7. The Rate of Pay shall be as per Article 15 Powerline Technician (Trouble).  
\$23.00 per hour.
8. Shift differential of 4% for the 4:00 p.m. to 12:00 a.m. shift will be paid at an average of 2% of the First Class Steam Plant Operator's regular rate (47¢ per hour). Collective Agreement Article 16.6 paragraph 2 will apply for any shifts after 12:00 a.m.
9. Upon agreement of this Proposal, future postings for this classification will not be unique to Halifax Metro but will apply Province wide.
10. Substitution for the Powerline Technician Trouble position shall be as per Article 10.6 of the Collective Agreement. (voluntary basis or junior member of the bargaining unit will be assigned to the position based on qualifications and ability)
11. The effective date for this new classification to become part of the collective agreement shall be Monday August 14, 2000.

Signed: 

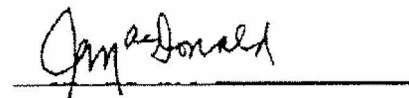
Jude Rankin  
Business Manager  
I.B.E.W. Local 1928



W. (Bill) Hattie  
Sr. Director  
Customer Operations  
Nova Scotia Power Inc.

Signed: 

Michael MacDonald  
President I.B.E.W.  
Local 1928



Elizabeth A. MacDonald  
Vice President Human Resources  
Nova Scotia Power Inc.

## **LETTER OF UNDERSTANDING – OCT. 28, 2004 - PLT Workforce Initiative – Metro**

October 28, 2004

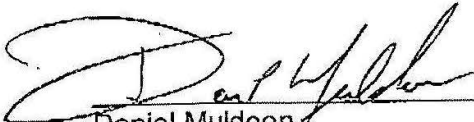
### **LETTER OF UNDERSTANDING - PLT WORKFORCE INITIATIVE - METRO**


In order to finalize the efforts of the PLT Workforce Initiative and resolve all issues, NSPI and the IBEW agree to the following:

1. The following six PLTs – Johnson Repetto, Carter Chap delaine, Mike Cassidy, Wayne Macintyre, Joseph McGrath, and Robert Andersen – will volunteer to work the shift positions in Metro over the next two years, ending November 1, 2006.
2. The PLT's noted above will agree on a schedule to fill the positions that will not cause the company to incur any additional costs. This means that any agreement reached with the PLT's cannot increase costs, such as, but not limited to, overtime, stand-by or premium costs due to change of shifts or transition from a day worker schedule to a shift schedule.
3. The agreed to schedule must not disrupt the business needs or add costs to the business. Volunteers will follow a shift schedule based on three-month periods; however, if management determines there are any disruptions or additional costs the schedule will revert back to a six-month minimum.
4. If any of the above noted PLT's take another position or leaves NSPI during the course of the two years, the company will post the vacant shift position and if not filled, the noted PLT's must agree to fill the shift schedule so that there is always adequate staffing available for these positions.
5. If our term PLT's or other qualified employees are skilled and experienced enough to take on the shift position sooner than the two years, that will be permissible and the most senior of the noted PLTs would be removed from the shift schedule agreed to. Management determines when and if the employees are skilled and experienced enough to make the transition.
6. At the end of the two years, the above noted PLT's will return to a day worker position without the need for a formal posting, or, may choose to stay in the shift position permanently.
7. The affected employees may be required to do stand-by based on the local operational needs, and vacation schedules will be managed at local depot levels.
8. Management will make every effort to work with the affected employees in regards to report points that are mutually agreeable to both parties.



9. John David Burke and William Morash who are volunteering for PLT positions in the Metro region will return to their former PLT positions in Chester and Windsor respectively, when vacancies occur at these locations and without posting.
10. Johnson Repetto will remain on the Capital crew to complete his Leadhand development opportunity at which time he will be required to fill one of the PLT shift positions.
11. It is the Companies intent at the end of the two year period that affected PLT's would return to their current report point; if however, there are business decisions made over this time frame that do not support the companies intent, provisions of the collective agreement will apply.
12. As noted above, paragraph 11 would not apply to Mr. Burke and Mr. Morash.
13. The signing of this Letter of Understanding will rescind notice of Lay-off for the noted employees.

  
\_\_\_\_\_  
Daniel Muldoon  
Director, Field Operations  
Oct. 28/04.  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Michael MacDonald  
IBEW Business Manager  
Oct 28/04  
\_\_\_\_\_  
Date

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## SECTION B

### ARTICLE 1 - GENERAL

All articles of Section A apply to term employees with the following exceptions:

<b>Article 7</b>	<b>General</b>
<b>Article 8.2, 8.4</b>	<b>Special Benefits</b>
<b>Article 9</b>	<b>Welfare Package (prorated when applicable)</b>
<b>Article 11</b>	<b>Statutory Holidays and Vacations</b>
<b>Article 14</b>	<b>Personal Equipment</b>
<b>Article 20</b>	<b>Retirement and Pensions (if employed less than twelve [12] consecutive months) with the following noted exception:</b>

Note: Article 20.3 does apply to Section B as follows:

**All retirees who are Union members at the time of retirement shall enter the “C” file before being re-hired by NSPI. Preferences for re-hiring out of the labour pool will be given to Journeypersons, Apprentices and retirees in this order.**

Term employees at generating stations may during planned work on mills, CW systems, feedwater systems, bottom ash systems, coal systems, gas systems, oil systems, limestone systems, which require a continuation of the regular days work to a minimum of eight (8) hours; as well as periods of unit overhauls, emergency situations forcing shutdown work, plant modifications and commissioning of new equipment be required to work scheduled hours other than day work, Sunday through Saturday, at the regular rate of pay plus shift differential for the 4-12 and 12-8 shifts. Any hours in excess of eight (8) regular hours per day and 40 regular hours per week shall be paid at overtime rates of pay as outlined under Section A.

The use of the Labour Pool applies to all classifications covered in the Collective Agreement.

### ARTICLE 2 - LABOUR POOL

A term employee after their first six months of employment accumulated since January 1, 1991, may apply to Nova Scotia Power to be designated for inclusion in the NSPI/IBEW labour pool. Acceptance to the labour pool will depend on qualifications, performance, experience and Union membership. When in the labour pool, the employee will be placed in a classification of work type.

Nova Scotia Power will have the right to select one for one with the IBEW from the labour pool for each project. Nova Scotia Power undertakes to select from the labour pool qualified employees located in mutually defined geographic areas before going outside for term employees. Nova Scotia Power and the IBEW will try to have work sharing recognized between term employees as much as possible.

The Labour Pool will be subject to yearly evaluation by both parties as to Operating Guidelines and effectiveness.

An employee shall be deemed to have lost seniority rights if he/she:

- (1) is discharged
- (2) quits their employment
- (3) if a member consistently fails to respond to calls, then their membership in the labour pool will be subject to a joint review.

The Labour Pool Operating Guidelines will be amended to incorporate the following:

- (1) Reduce the numbers of hours worked by Steam Plant Operators in the Labour Pool from ninety-six (96) hours per pay period to an average seventy (70) hours per pay period reconciled quarterly.
- (2) Term Operators from the Labour Pool who have worked four (4) consecutive twelve (12) hour shifts of any combination will be given forty-eight (48) consecutive hours off before being recalled for more work on shift. Term Operators have to be given four (4) hours advance notice for them to report for a shift. If an operator is required with less than four (4) hours notice, the overtime list will be used.
- (3) Labour Pool employees shall be paid an allowance of \$45.00 per day if travel of more than 100 km each way is required from their primary residence.
- (4) By local arrangement, traditional jobs will be performed by students.

### **ARTICLE 3 - VACATIONS**

Term employees will receive pay in lieu of vacations at the rate of four (4) percent of the employee's wages in accordance with the terms of the Labour Standards Code-Vacation Pay. Term employees employed for a period longer than twelve (12) consecutive months are entitled to fifteen (15) vacation days.

### **ARTICLE 4 - STATUTORY HOLIDAYS**

Employees other than Shift Workers shall be given the following Statutory Holidays without loss of pay, providing they are working the calendar day preceding and the calendar day following the holiday, unless absent with supervisory permission.

Thanksgiving Day	Good Friday
Remembrance Day	Easter Monday
Christmas Eve - 1/2 day (when falling Monday to Friday)	Victoria Day
Christmas Day	Labour Day
Boxing Day	1st Monday in August
New Year's Day	Canada Day

## ARTICLE 5 - REPORTING TIME

- (1) Where an employee is ordered to report for work and no work is available, he/she shall be compensated with two (2) hours' pay at the regular hourly rate of pay provided, however, that if he/she commences work he/she shall receive not less than four (4) hours' pay at the regular hourly rate of pay.
- (2) The above will not apply if the employee has been previously notified not to report for work or if the employee has not reported for work the previous working day.

## ARTICLE 6 - CHARGE HANDS - SUPERVISOR

Charge Hands and Supervisors shall be appointed solely at the discretion of the Company and the time limits as set forth in 7.13 and 7.14 of Section A shall not apply to term employees.

## ARTICLE 7 - WAGES

- (1) A term employee employed to perform the work of one of the classifications set forth in Article 15 of Section A of this Agreement shall be paid the rate of pay applicable to that classification.
- (2) Other term employees shall be paid such rates of pay as are set forth in the Wage Rates Schedule set forth in Article 9 of Section B.

## ARTICLE 8 - WORKERS' COMPENSATION BENEFITS

Employees covered under section "B" are eligible for benefits under the Workers' Compensation Act and shall only receive the applicable benefit percentage of wages currently in effect by the Workers' Compensation Board and which will be sent directly to the employee.

## ARTICLE 9 - WAGE RATES - TERM EMPLOYEES

JOB CLASSIFICATION	WAGE RATE	WAGE RATE	WAGE RATE	WAGE RATE	WAGE RATE
	2003	2003	2004	2005	2006
	04-01	12-01	06-01	06-01	10-01
	3%	2%	3%	3.5%	4%

### WAGE RATES - TERM EMPLOYEES

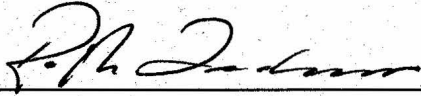
WELDER - UNCERTIFIED	17.46	17.81	18.34	18.98	19.74
HEAVY EQUIPMENT OPERATOR	20.04	20.44	21.05	21.79	22.66
LEADING INSTRUMENT (SURVEY)	19.76	20.16	20.77	21.49	22.35
INSTRUMENT (SURVEY)	18.82	19.20	19.78	20.47	21.29
SURVEY ASSISTANT	12.34	12.59	12.97	13.42	13.96

JOB CLASSIFICATION	WAGE	WAGE	WAGE	WAGE	WAGE
	RATE	RATE	RATE	RATE	RATE
	2003	2003	2004	2005	2006
	04-01	12-01	06-01	06-01	10-01
	3%	2%	3%	3.5%	4%
POWER SAW OPERATOR (WITH SAW)	14.05	14.33	14.76	15.28	15.89
POWER SAW OPERATOR	12.34	12.59	12.97	13.42	13.96
TRACTOR OPERATOR	12.92	13.18	13.58	14.06	14.62
COMPRESSOR,DRILLER, MIXER OPR	13.11	13.37	13.77	14.25	14.82
CEMENT FINISHER	12.62	12.87	13.26	13.72	14.27
CONCRETE INSPECTOR	12.70	12.95	13.34	13.81	14.36
JACK HAMMER, PUMP, AIR TOOL OPR	12.28	12.53	12.91	13.36	13.89
UTILITYWORKER (HYDRO) (80% OF I)	15.93	16.25	16.74	17.33	18.02
UTILITYWORKER LEARNER (HYDRO) (70%)	13.94	14.22	14.64	15.16	15.76
PROTECTIVE EQUIP.TESTER HELPER (78%)	18.67	19.04	19.61	20.30	21.11

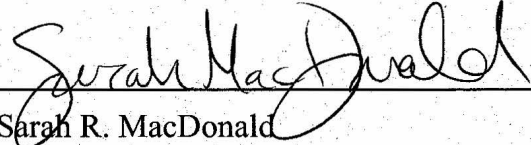
**Note:** Employees hired in classifications other than those listed here shall be paid the rate of pay that is commonly paid for the classification in the area in which they are hired.

In Witness Whereof the parties hereto have caused this Agreement to be executed by their duly authorized representatives this December 2, 2004.

**Nova Scotia Power Incorporated**

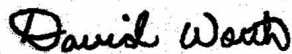


Ralph R. Tedesco  
Chief Operating Officer

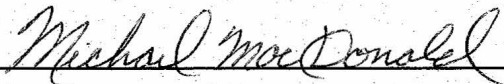


Sarah R. MacDonald  
General Manager, Human Resources

**The International Brotherhood of Electrical Workers Local Union 1928**



David M. Worth  
President



Michael MacDonald  
Business Manager and Financial Secretary





**TAKE *SAFETY* WITH YOU –  
ON AND OFF THE JOB!**

**COLLECTIVE AGREEMENT**

**BETWEEN**

**NOVA SCOTIA POWER INCORPORATED**

**AND**

**LOCAL UNION NO. 1928 OF THE**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS**

**Effective August 1, 2007 to March 31, 2012**





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This agreement made as of August 1, 2007

Between

Nova Scotia Power Incorporated, a body corporate, under the laws of Nova Scotia, having its head office in the City of Halifax, hereinafter referred to as the Company.

and

Local Union 1928 of the International Brotherhood of Electrical Workers, duly certified as Bargaining Agent for certain employees of Nova Scotia Power Incorporated as certified by the Labour Relations Board (Nova Scotia) hereinafter referred to as the Union.

## SECTION A

### ARTICLE 1 - RECOGNITION

Whereas the Company recognizes the Union as the exclusive bargaining agent for a bargaining unit consisting of all employees of the Company as set out by Labour Relations Board Order No. 2108, dated the 20th day of September 1974, and amended by Labour Relations Board Order Number 2186 dated May 12, 1975, which reads as follows: Therefore, the Labour Relations Board (Nova Scotia) having considered the agreement of the parties as to the description of the bargaining unit hereby revokes Labour Relations Board No. 1415, dated October 10, 1969, and Labour Relations Board No. 1963, dated April 16, 1973, and certifies Local 1928, International Brotherhood of Electrical Workers, as the Bargaining Agent for a Bargaining Unit consisting of all employees of Nova Scotia Power Incorporated in the Province of Nova Scotia, but excluding Supervisor and those equivalent to the rank of Supervisor and above, Office Employees, those persons excluded by Paragraphs (a) and (b) of Subsection (2) of Section 1 of the Trade Union Act, and those employees excluded in Labour Relations Board No. 1779 dated June 17, 1971.

1993 04 19 - Labour Relations Board Order No. 4085 which reads as follows:

**THEREFORE**, the Labour Relations Board (Nova Scotia) does hereby certify the International Brotherhood of Electrical Workers, Local 1928, Halifax, Nova Scotia, as the Bargaining Agent for a Bargaining Unit consisting of all full-time and regular part-time employees of Nova Scotia Power Incorporated, at the Glace Bay Generating Station, Lake Road, Glace Bay, Nova Scotia, but excluding Office Employees, Supervisor and above the rank of Supervisor and those persons excluded by Paragraphs (a) and (b) of Subsection (2) of Section 2 of the Trade Union Act.

**2005 06 07 - Labour Relations Board Order No. 5215 which reads as follows:**

**THEREFORE**, the Labour Relations Board (Nova Scotia) adopts the resolutions as agreed to by the parties as follows:

- 1) **by amending LRB Orders No. 2108 dated September 20, 1974 as amended by LRB Orders: No. 2186 dated May 12, 1975, No. 4085 dated April 19, 1993 and No. 4687 dated February 14, 1999;**
- 2) **by including in the description of the above bargaining unit the classification of System Operator;**
- 3) **by confirming that L.R.B. No. 5019 dated November 1, 2002 has been revoked by implication because the classification of employees encompassed in L.R.B No. 5019 is now included through this Order by way of amendment to L.R.B. No. 2108;**
- 4) **by confirming that this Order has been made to avoid any confusion as to whether the certification of the System Operator by LRB No. 5019 has any continued operation and effect. It does not, and;**

- 5) by confirming that the effective date of this order is deemed to be January 1, 2005.

## **ARTICLE 2 - NO STRIKE OR LOCKOUT**

At no time during the life of this agreement shall there be any strike, cessation, retarding, or stoppage of work for any reason by the Union members, either collectively or individually, nor at any time shall the Company cause a lockout of its employees.

## **ARTICLE 3 - UNION SECURITY**

### **3.1 UNION DUES AND ORIENTATION**

The Company shall honour an employee's written assignment of wages to the Union and shall make the deductions from the employee's pay bi-weekly and remit same to the Financial Secretary of the Union, for such employees as have authorized the Company to do so by their signature to an agreed form of authorization in compliance with the Nova Scotia Trade Union Act.

The Union will be included as part of the present orientation program of N.S. Power. An information session for Unionized employees will be given by the Business Manager or area representative at the orientation program.

### **3.2 RAND FORMULA - PRESENT EMPLOYEES**

All present employees who are not members of the Union must agree to payment to the Union through check-off of an amount equivalent to Union dues as a condition of employment.

### **3.3 NEW AND TERM EMPLOYEES**

(1) All new regular employees shall, as a condition of employment, become members of the Union within three (3) months (ninety days) of the commencement of their employment provided, however, that such employees shall pay to the Union through check-off an amount equivalent to Union dues from the commencement of employment to the time of the commencement of Union membership.

(2) All term employees as a condition of employment must agree to the payment to the Union through check-off an amount equivalent to Union dues. However, such employees are not required to become members of the Union.

### **3.4 MAINTENANCE OF MEMBERSHIP**

All employees who are presently members of the Union and those who subsequently elect to become members shall, as a condition of employment, maintain such membership.

### 3.5 UNION DUES DEDUCTION

The Union will save the Company harmless from any and all claims that may be made against the Company for amounts deducted in accordance with the above.

### 3.6 CONTRACTING OUT

The Company shall not contract out work if there are a sufficient number of qualified employees on layoff who can perform the work in question in a cost effective manner. The Company will meet with a Union Committee to identify and explore opportunities to reduce contracting out.

## ARTICLE 4 - APPRENTICESHIP

- 4.1 Trades training programs will involve the N.S. Department of Education (apprenticeship division), the Department of Environment and Labour, the Nova Scotia Community College, and representatives from industry as appropriate from a curriculum, licensing and funding perspective.
- 4.2 The Company and the Union agree to create a Joint Apprenticeship Committee consisting of three members from the Company and three members from the Union. One of the members will be from Human Resources and will act as chair of the Joint Apprenticeship Committee.
- 4.3 The Company will pay into an Apprenticeship Fund two cents (\$0.02) on all hours paid per employee within the scope of the Collective Agreement. In addition, the Company will deduct and remit an additional two cents (\$0.02) per hour on all hours paid from all employees within the scope of this Collective Agreement to also be paid into the Apprenticeship Fund.
- (1) The Apprenticeship Fund will be managed by the Joint Apprenticeship Committee through the Human Resources Team in support of programs outlined in the NSPI/IBEW Apprenticeship Manual.
  - (2) Selection of Apprentices will come from the regular unionized employees first and Labour Pool "B" second, before going outside the Company, provided they meet the criteria of the screening process.
  - (3) Where there is a reduction in the workload for apprentices, the intent is to diminish the impact on them. NSPI will consider but not limit themselves to the following options:
    - displacement of term employees where the apprentice has the qualifications and ability to do the work;
    - work opportunities throughout Emera;
    - offset non-union contracting out where it is cost effective to do so;

- bridge employees to retirement (voluntary); and,
- temporary layoff.

4.4 Apprentices' hours of work can be changed with a minimum of five (5) working days' notice. In addition, hours of work shall reflect a normal shift cycle and be based on the specific classification the apprentice is being assigned to.

## **ARTICLE 5 - RIGHTS OF MANAGEMENT**

The Company retains all rights to manage its operation in every respect except in so far as these rights may be restricted either expressly or by necessary implication by the terms of this Agreement.

## **ARTICLE 6 - DEFINITIONS**

### **6.1 REGULAR EMPLOYEE**

An employee who is filling any regular position and who has successfully completed the three month probationary period and who is not a term employee.

### **6.2 LEADING HAND**

An employee who is in charge of a crew and continues to be a working member of the crew.

### **6.3 REGULAR LAID OFF EMPLOYEE**

An employee who was previously employed in a regular position as per 6.1 and is now on layoff.

### **6.4 APPRENTICE**

An employee indentured into a recognized trade through the Department of Education or who has entered into a recognized in-house apprenticeship program as outlined in the NSPI/IBEW Apprenticeship Manual.

### **6.5 DEFINED HEADQUARTERS**

A defined headquarters shall be the point where the employees normally report to commence work, such as Regional Headquarters, District Headquarters, Line Construction Headquarters, Generating Station, Meter Room, System Headquarters, etc. and line headquarters such as East, West, Central or divisions thereof.

## **6.6 DEFINED GEOGRAPHIC AREAS**

Certain construction personnel shall have a defined geographic area in which they are normally required to work - e.g., Western, Central, Eastern and Halifax.

## **6.7 TEMPORARY REPORT POINT**

- (1) A temporary report point is the location where certain employees are required to report for work when the distance between the defined headquarters and the job site makes daily travel impractical.
- (2) The job site is the location(s) where the work is actually being carried out.

**NOTE:** For clarity, as outlined in the PLT initiative, temporary report point is the location where work is taking place and where the distance from the residence of the employee assigned to perform the work at that location is further than from their defined headquarters. (Reference Article 13.4(2) for compensation)

## **6.8 TERM EMPLOYEE**

An employee who works:

- (1) On a construction job.
- (2) On a project.
- (3) On other jobs for a period of time not exceeding nine (9) months except for terms replacing employees on long-term disability, in which case the period of time may be extended by mutual agreement.
- (4) Term employees may be hired to fill a vacancy created by the death or resignation of a regular employee for the period of time required for posting and filling the vacancy which in no case shall be more than five (5) months from the date the vacancy occurs. Qualified term employees will fill regular positions if there are no successful applicants among the regular employees or apprentices to fill the vacancy.
- (5) Term employees will become part of the NSPI/IBEW Labour Pool and hired through the provisions outlined under Section B and the Labour Pool Guidelines.

## **6.9 SENIORITY**

Length of continuous service as a regular employee in the bargaining unit or as a laid-off Regular Employee in the Labour Pool.

**Employees formerly included in the System Operators bargaining unit who are added to this bargaining unit as a result of LRB Order No. 5215 shall:**

1. **establish seniority in the bargaining unit as of the effective date of the aforesaid LRB order;**
2. **maintain their System Operators Seniority Date as set out in Appendix "A" which shall determine relative seniority with respect to all other persons whose names appear on Appendix "A" System Operators, such persons formerly included in the System Operator bargaining unit;**
3. **not be displaced as a System Operator by an employee designated for layoff other than another employee formerly included in the System Operator bargaining unit who has been added to the bargaining unit as a result of the LRB Order."**

**NOTE:** Prior to September 26, 1980, the definition of seniority read: "Length of continuous service as a regular employee of the Corporation".

**6.10 MULTI-TRADES**

An employee who possesses two trades certificates recognized by the NSPI/IBEW Joint Apprenticeship Committee and as detailed in our NSPI/IBEW Apprenticeship Manual **who the Company has deemed should receive the premium outlined in Article 16.1 (4).**

**NOTE:** These positions will be posted through the competition process based on the business' needs.

<b>MULTI-TRADE CHART</b>							
	<b>Power Engineer</b>	<b>Powerline Technician</b>	<b>High Pressure Welder</b>	<b>Industrial Mechanic Millwright</b>	<b>Pipefitter</b>	<b>Machinist</b>	<b>Industrial Electrician</b>
<b>Power Engineer</b>				MT			
<b>Powerline Technician</b>							MT
<b>High Pressure Welder</b>				MT	MT	MT	
<b>Industrial Mechanic Millwright</b>	MT		MT			MT	MT
<b>Pipefitter</b>			MT				

MULTI-TRADE CHART							
	Power Engineer	Powerline Technician	High Pressure Welder	Industrial Mechanic Millwright	Pipefitter	Machinist	Industrial Electrician
Machinist			MT	MT			
Industrial Electrician		MT		MT			

## 6.11 POWER PLANT TECHNICIAN CLASSIFICATIONS

- (1) Power Plant Technician I (PPTI) is an employee who holds an electrical technician, instrument technician or chemical technician ticket that is recognized through the NSPI/IBEW Apprenticeship Manual. Power Plant Technician II (PPTII) is a PPTI who also holds at least one other valid ticket in the combinations noted below:
- (A) Electrical Technician and Power Engineer
  - (B) Instrument Technician and Power Engineer
  - (C) Chemical Technician and Power Engineer
  - (D) Electrical Technician and Industrial Electrician
  - (E) Instrument Technician and Industrial Electrician
  - (F) Chemical Technician and Industrial Electrician
- (2) NSPI also supports combinations within the PPTI classification and agree that the following combinations would qualify for PPTII status when posted:
- (A) Instrument Technician and Electrical Technician
  - (B) Chemical Technician and Electrical Technician
  - (C) Instrument Technician and Chemical Technician

## ARTICLE 7 - GENERAL

### 7.1 CLASSIFICATIONS

All regular employees working within the jurisdiction of the Union shall be classified under one of the classifications and receive the rate of pay for that classification as provided in this Agreement. The rate and conditions for any new classification within the scope of this Agreement, created or established during the life of this Agreement, shall be negotiated with the Union within thirty (30) days of such establishment and shall be reduced to writing and be appended and become part of this Agreement. In the event that the parties are unable to agree on such rate and condition the matter shall be submitted to arbitration as per Article 19 and the decision of the arbitrator shall be final and binding.



**7.2 UNION OFFICERS LIST**

The Union shall provide a list of its officers and shop stewards and such list shall be kept up to date by notifying the Human Resource Department of the Company in writing of any changes as may occur.

**7.3 UNION BUSINESS: TIME OFF**

- (1) The Company agrees to allow employees serving as Shop Stewards, members of the Grievance Committee and Officers of the Union, sufficient time during regular working hours in which to carry out Union - Company business.
- (2) When it becomes necessary to require the attendance of a Union Committee for the purpose of transaction of necessary business with the Company the employee shall suffer no loss in pay. The Company shall not be obliged to pay overtime or expenses.
- (3) When it becomes necessary to require the attendance of a Union Committee during working hours for the purpose of attending arbitration hearings the Company shall not pay wages or expenses.
- (4) Union Committees meeting with the Company shall be as small as reasonably possible, both for the purpose of facilitating the transaction of the business at issue and to avoid undue absence of employees from duty.
- (5) The Company agrees to pay employees while off on Union business and invoice the Union for the cost of wages and benefits.

**7.4 UNION BUSINESS: SITE VISIT**

No officer, official or representative of the Union shall, during normal working hours, conduct Union business or activities on the plant or premises of the Company without consent of the Company's Manager or their designee in charge of the area concerned, and no official or representative of the Union who is not an employee of the Company shall have access to the plant or premises of the Company without the consent of such Manager or their designee. Permission to enter the property will not be unreasonably withheld.

**7.5 UNION BUSINESS: LEAVE OF ABSENCE**

- (1) Any employee or employees who may be selected by the Local Union or the N.S. Federation of Labour or the Canadian Labour Congress or the International Brotherhood of Electrical Workers as an International Representative or for an executive position that requires them to divorce themselves from the Company as a regular employee will be given the opportunity to arrange for leave of absence, provided the employee has given the Company at least one month's notice. Such leave of absence for a position with the Local Union shall be indefinite but shall

not exceed six (6) months if for a position with the N.S. Federation of Labour or the Canadian Labour Congress, or as an International Brotherhood of Electrical Workers International Representative.

- (2) Should any such employee wish to return to the Company as a regular employee, the Company will provide him/her with work, in the same or similar type of work in which he/she was employed before such leave of absence, provided that he/she has continued, at their own expense, contributions to pension, group insurance, health plan, etc. In such event, he/she shall retain their status in such benefits and shall retain their seniority with the Company as if he/she had been continually employed.

## 7.6 JOB VACANCIES

- (1) Selection of employees for filling job vacancies shall be based on the following factors; qualifications, ability, and past performance as an employee. Where two or more applicants are considered by the Company to be equally qualified after giving consideration to the above factors, seniority shall be the governing factor.
- (2) **When all applicants are of the same classification as the job vacancy then selection shall be made on the basis of seniority subject to past performance as an employee. Employees who were employed in a PPT1 classification on or before December 2, 2004 shall be considered eligible for any future Power Plant Technician 11 postings whether or not they have TechNova certification. Employees hired after December 2, 2004 will require the full qualifications as outlined in the NSPI/IBEW Apprentice Manual.**

## 7.7 DEMOTION, LAYOFF, TRANSFER

- (1) Selection of employees for demotion, layoff or transfer because of a reduction in the work force shall be based on seniority, provided that the senior employees have the necessary qualifications and ability to perform the job requirements.
- (2) Employees electing to work in a lower classification as the result of being designated for layoff or being displaced shall retain their former rate of pay until the rate of their new classification catches up if such employees have thirty (30) years of service, or fifteen (15) years of service and are fifty (50) years of age.
- (3) **Seniority and qualifications will determine the ability of a PPTI to displace a PPTII in the event of a layoff, except for employees who were employed in a PPT1 classification on or before December 2, 2004 who shall be deemed to have seniority within the PPT11 classification in the event of a layoff.**
- (4) **Multi-trade is not a classification, it is a premium and shall not play a part in the event of a layoff. Employees receiving multi-trade premiums must designate their primary classification for layoff purposes.**

## (5) Temporary Lay Off (TLO) - Supplemental Unemployment Benefits (SUB) Plan

The Company and the Union will jointly apply to participate with Human Resources Development Canada in a temporary layoff arrangement. The terms and conditions will be governed by the joint application approved by Human Resources Development Canada and may vary in accordance with this approval. Highlights of this application and plan are as follows:

- (A) Benefit level calculations are to be within the guidelines of the plan equivalent to 77.5% of normal gross income. In any week, the total amount of SUB and the weekly rate of EI benefits will not exceed 77.5% of the employee's weekly earnings.
- (B) Employees selected for a SUB Plan will be in accordance with the guidelines of the Collective Agreement in regards to seniority.
- (C) The Company and the employee will contribute their normal shared contributions to health benefit plans, accidental death, pension and other sundry plans.
- (D) The employee will continue to earn years of service and seniority credits while on a SUB Plan.
- (E) The employee will continue to pay regular Union dues while on a SUB Plan.
- (F) The SUB Plan will be in effect from date of ratification for the life of the Collective Agreement.
- (G) The SUB Plan will have a minimum of four (4) weeks' duration to a maximum of twenty six (26) weeks' duration in a twelve (12) month period.
- (H) The SUB Plan will apply to all classifications covered by the Collective Agreement. Employees on TLO do not have the right to bump in their classification or any other classification within or outside their defined headquarters. Employees on TLO will be laid off and recalled into their classification at their normal defined headquarters.
- (I) Employees injured or who become ill while on TLO are eligible for Short Term and Long Term disability upon recall subject to the qualifying terms and conditions for these benefits.
- (J) Employees on TLO are ineligible for severance pay while on TLO. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under this article.

- (K) The time employees are on TLO does not qualify for vacation time.
- (L) Employees on TLO will be entitled to vacation earned prior to and following a TLO in the calendar year in which the TLO occurs.
- (M) During the two (2) week EI waiting period when no EI benefits are paid, the Company agrees to pay the employee an allowance equivalent to 77.5% of their regular normal gross pay.
- (N) Earnings from supplementary unemployment benefits will be counted as pensionable earnings.
- (O) Employees must apply for and be in receipt of employment insurance benefits in order to receive the SUB allowance.
- (P) The plan is financed by Nova Scotia Power's general revenues. A separate accounting will be kept on these payments.
- (Q) The employer and the Union will inform Human Resources Development Canada in writing of any changes to the plan within thirty (30) days of the effective date of the change.
- (R) Employees have no right to SUB payment except for supplementation of employment insurance benefits during periods specified in this article.

(6) TLO Seniority

Written notice of a temporary layoff will be provided to the Business Manager of the Union five (5) calendar days in advance of the temporary lay-off.

Where a temporary layoff impacts trades that have shift and non-shift classifications, these employees will be laid off in order of seniority and within their respective depot, plant or geographic area, provided qualified employees are available to fill shift positions. Where qualified employees are not available to fill shift positions, employees will be laid off in accordance with seniority in the classification.

(7) Layoff

- (A) The Company will notify the Union at least sixty (60) calendar days prior to the effective date of layoff of designated employees.
- (B) Regular employees, designated for layoff, based on seniority, and having the necessary qualifications and ability to perform the job requirements shall have the following rights:

- (1) To displace term employees and retain regular employee status but at the applicable term rate.
- (2) To displace other employees in similar or related positions.
- (3) A three (3) week familiarization period in the position selected. For **Power Engineers and System Operators only**, this familiarization period will be three complete shift cycles.

Seniority, qualifications and ability shall govern an employee's capability of filling a displaced position and the rate of pay shall not affect in any way whether the displacement can take place (leading hand positions excluded).

- (C) Regular employees, when notified that they have been designated for layoff or are being laid off due to being displaced, must indicate the option they will exercise within a maximum of twenty-one (21) calendar days from the day of receiving such notice.
- (D) A committee of two (2) representing the Union and two (2) representing the Company will be available to advise affected employees prior to and during the period of layoff.
- (E) Apprentices will be subject to layoff the same as regular employees.
- (F) A regular laid off employee, who is a member of the Labour Pool, when working with NSPI shall be able to participate in the following benefits package regardless of length of Labour Pool assignment:
  - 1. Sick Days - maximum 5 days per calendar year pro-rated.
  - 2. Hospital, Health & Prescription Drug benefit - same plan as for regular employees (50/50 cost shared).
  - 3. Basic AD&D plan - \$25,000 coverage (50/50 cost shared).
  - 4. Optional Group Life Insurance - same plan as for regular employees (100% employee paid).
  - 5. Pension Plan for Employees of NSPI - same as for regular employees.
  - 6. Vacation - same eligibility and accrual as for regular employees.

(8) Severance Option

During the term of this Collective Agreement, employees subject to layoff have the option to elect a severance payment as follows:

- (A) In addition to the sixty (60) days' notice, employees will receive three and two-thirds (3 2/3) weeks' pay for each completed year of service (maximum twenty-four [24] years).
- (B) Employees accepting this severance are deemed to have terminated their employment and are not eligible for recall as per Article 7.8 or automatic entry to the Labour Pool.

## **7.8 RECALL**

- (1) Employees who are under notice of layoff, who are on layoff, or displaced, or who have elected to work in a lower classification or work in a similar classification shall be recalled to vacant positions, provided that no senior, regular employee applicants qualify and they have sufficient qualifications and ability to perform the job in their own or former laid off/displaced classification before such positions are filled by new employees.
- (2) For purposes of this Article, a new employee is defined as a person who was not previously on the payroll of NSPI as a regular employee.
- (3) Laid-off regular employees who wish to be considered for vacancies in other than their own classification must so advise Human Resources.
- (4) Employees subject to recall (as indicated on their application), referred to in 7.8 (1), will be recalled based on province wide seniority if they were members in good standing of the Union when laid off or displaced.
- (5) When an employee has been given notice of layoff and elects to take a lower classification and subsequently receives another notice of layoff, then he/she is able to displace employees in a classification equal to his or her original classification.
- (6) An employee who applies for and fills a posted vacancy is not entitled to recall.
- (7) An employee who does not apply for a posted vacancy shall not lose their rights to recall.

## **7.9 SHIFT WORKERS TRANSFER**

When there is an opportunity for employees presently working on shift work to fill vacancies in any other type of work, preference in the filling of such vacancies will be given to the senior shift workers, providing they have suitable job qualifications and ability, without prejudice to other employees who may wish to be considered.

**7.10 TECHNOLOGICAL CHANGE; EMPLOYEE DISPLACEMENT**

- (1) It is agreed that displacement of employees due to technological changes in the Company will be dealt with according to the principles as outlined in the Automation and Worker Displacement guide adopted by the third Nova Scotia Joint Labour Management Study Conference.
- (2) The Business Manager of the Union and Nova Scotia Power will put into place a committee as far in advance as possible to deal with issues of employee displacement. The committee will have the power of ratification.

**7.11 SENIORITY**

The following will apply with respect to bargaining unit seniority as it applies to former employees or those who have been promoted to supervisory positions:

- (1) Regular employees who have been laid off shall maintain their seniority for a period of twelve (12) months. No employee shall increase their seniority during a lay-off unless a member of the Labour Pool.
- (2) Employees accepting a position outside the bargaining unit shall retain their bargaining unit seniority for a period of up to nine (9) months. Should the employee be returned to the bargaining unit any time during the nine (9) month period, he/she shall revert to their former position with no loss of seniority.
- (3) The Company shall annually provide the Union with a seniority list, which shall include the names of all employees in the bargaining unit, the dates of their employment, and their occupational classifications. This seniority list shall have an effective date of January 1st of each year and shall be circulated by January 31st of the same year.
- (4) An employee shall be deemed to have lost seniority rights if he/she is discharged or quits their employment.

**7.12 PERFORMANCE OF WORK BY SUPERVISORS**

Supervisors shall not perform work of members of the bargaining unit except in cases of emergency or for the purpose of inspection of work performed by members of the Bargaining Unit or the instruction of employees.

**7.13 SUBSTITUTION FOR SUPERVISOR, LEADING HAND**

- (1) Substitutions will only be made for Supervisor and Leading Hands at the discretion of the Company. However, where a working crew has been normally supervised by a Supervisor or Leading Hand, a substitution will be made within one calendar day under any one of the following circumstances:

- (A) Where, if a substitution were not made, the crew would have no supervision.
  - (B) Where no permanent organization change is involved.
  - (C) Where two or more Powerline Technicians, Electricians or hydro-maintenance employees are engaged in work at locations other than at their normal headquarters.
- (2) There will be no substitution whatsoever unless and until the substitution is designated by means of a written memorandum stating exactly who is to substitute and for whom and in what capacity he/she is substituting.
  - (3) Substitutions may continue until such time as the person substituted for returns to work or their position is declared vacant.
  - (4) When two or more Powerline Technicians, Electricians or hydro-maintenance employees are working together without direct supervision of a Leading Hand or Supervisor, then one shall be paid at the Leading Hand's rate of pay, when working away from defined headquarters.
  - (5) Career counselling will be given to all employees following their duty in an acting position as Leading Hand or Supervisor. Employees will be given a copy of the discussion.

#### **7.14 PROBATIONARY EMPLOYEES**

- (1) A new employee designated by the Company to fill a regular position shall be required to undergo a probationary period of three (3) months on the job. During such probationary period, he/she may be released at any time and such discharge shall not be made the subject of a grievance by the Union.

Following the completion of their probationary period, he/she shall have their date of service backdated to the date on which he/she commenced their probationary period.

- (2) Where an employee is upgraded in the bargaining unit, they shall have a period of up to three (3) months to establish their competency. If, in the opinion of their Supervisors, he/she fails to make satisfactory progress at any time during this period, he/she may be removed from the job and reverted to the position which he/she formerly held.

If, during the three (3) month period the employee wishes to revert to his/her former position, he/she shall have the right to do so.



**7.15 LEARNER CLASSIFICATIONS**

Employees in Learner Classifications must prove by examination and job performance that they are making satisfactory progress in the training program. In the event of unsatisfactory progress, they may be released.

**7.16 JOB VACANCY POSTINGS**

- (1) The Company agrees to post notices of all job vacancies within the scope of this Agreement. These notices shall be numbered consecutively and include classification, multi-trade, rate of pay and location of job and will be posted on all bulletin boards. Such notice shall be posted for a period of fifteen (15) calendar days.
- (2) Every effort will be made to fill job vacancies from within the existing work force.
- (3) Regular positions shall be filled with qualified regular or regular laid off employees and not Apprentices unless there are no qualified regular or regular laid off employees to fill the position when so posted.
- (4) Apprentices occupying a regular position on successful completion of their apprenticeship will not be required to reapply for their regular position.
- (5) Applicants not selected to fill the position applied for will be so advised without unreasonable delay by the Human Resources Department. Unsuccessful applicants may consult with their Supervisors and/or request counselling from the Human Resources Department as to why they were not selected.
- (6) Apprentices will be permitted to apply for posted vacancies during the last three (3) months of their apprenticeship. An apprentice who has not obtained or accepted a regular position by their graduation date will be released from employment.
- (7) The Company shall post a monthly statement on all bulletin boards showing the names and postings of people who have been appointed to fill vacancies during the previous month.

**7.17 TEMPORARY ASSIGNMENTS**

It is agreed that where an employee is assigned to temporarily perform work in a classification paying a lower rate than their own, he/she shall be paid their regular rate. If an employee is assigned to a higher rated job classification for one (1) hour or more, he/she shall be paid the higher rate for the hours worked in the higher classification. When so assigned the employee shall receive no less than their normal hourly rate at their normal weekly hours of work. The provisions of this clause do not apply to Apprentices working within their own trade.

**7.18 INCLEMENT WEATHER**

When in the opinion of the Supervisor, the weather is unsuitable for outside work and no emergency exists, employees covered by the Agreement shall work under shelter at such employment in connection with the Company's business as may be available within their Department.

**7.19 TIME OFF WITHOUT PAY**

A reasonable request from an employee for time off will be granted by the Company without pay provided that the request is not made too frequently and that it does not interfere with the normal operations of the Company Department. It is expected that whenever possible the request will be made twenty-four (24) hours preceding the calendar day for which absence is requested. The statement by the employee that he/she requests the time off for "personal business" will under normal circumstances be considered a reasonable request.

**7.20 TEMPORARY APPOINTMENT (CUSTOMER SERVICE DIVISIONS)**

Should a Leading Powerline Technician or Leading Electrician (Customer Service Divisions) be required to direct more than one crew when necessary to coordinate the total job, he/she shall be appointed as a temporary Supervisor while such direction is required to coordinate the actual job.

**7.21 NON-VOLUNTARY TRANSFER**

A regular employee holding a regular position shall not, without their consent, be transferred to a different defined headquarters while their original position still exists and he/she is capable of fulfilling the job requirements. The provisions of this clause do not apply to apprentices working within their own trade.

**7.22 TRAINING COURSES - EXPENSES**

The Company and IBEW encourage all employees to participate in upgrade or job related training. Both recognize the cost and difficulties in planning training and still maintain the operations of the Company.

Every effort will be made to have classroom training scheduled during regular hours. However in the event this cannot be done:

- (1) All hours paid outside regular hours of work shall be paid at straight time rates of pay. Attendance will be on a voluntary basis.
- (2) Employees shall be given at least ten (10) days' notice for a change of shift to accommodate training. When an employee on day shift twelve (12) hour pattern

goes off shift for training, on completion of that training he/she will return to their day shift.

- (3) Modified work patterns to attend daytime training programs would allow backshift Power Engineers (12 hour shift) to change their shift to a 12 hour day shift at straight time within their four and six cycle.
- (4) Power Engineers shall select from (a) or (b) below:
  - (A) Power Engineers shall be paid thirty-seven and a half (37½) hours per week, which will be pensionable time. They will be scheduled to work thirty-five (35) hours per week on average and will be available for one hundred and thirty (130) hours per year for training. A Joint Training Committee will be formed in each plant to plan and administer the training hours. Time off in lieu can be used to replace up to eight (8) hours of the training time if a deficit occurs at the end of the year. An annual evaluation of the training days will be conducted for a minimum of two (2) years following the ratification of the contract.
  - (B) Power Engineers who do not choose to be included in option A will continue to be paid thirty-five (35) hours per week and will be required to attend the following training and will be paid at two times their regular rate for the hours in this training: Safe Work Permits, WHMIS, transportation of dangerous goods and Confined Space Awareness.
  - (C) **System Operators will be required to attend the following training and will be paid at two times their regular rate for the hours in this training, if the training occurs outside their regular hours of work: WHIMIS training, NERC (North American Electric Reliability Council) Certification training (for NERC Certified Operators) and Standard Protection Code training.**

**NOTE:** For clarity purposes, overtime rates do not apply when training is carried out during the employee's regular shift schedule.
- (5) Upon ratification of the contract, all Power Engineers shall have until December 31, 2004 or March 31, 2005 to select option A or B.
- (6) The increase in pay to thirty-seven and a half (37½) hours per week will begin January 1, 2005 or April 1, 2005. (Power Engineers selecting the March 31<sup>st</sup> date will have their hours pro-rated for the remainder of 2005.)
- (7) **Power Engineers currently in Option A may opt out of this option on April 1st of each year, but once out cannot opt back in. All newly hired Power Engineers and Power Engineers currently in Option A may opt out upon completion of their Apprenticeship training, but once out cannot opt back in.**

**Power Engineers currently in Option B will be given an opportunity to opt into Option A on April 1, 2008.**

- (8) Employees taking training (other than apprenticeship training) sponsored or provided by the Company will have expenses covered as follows:
- (A) **IN PROVINCE** - The Company will be responsible for individual accommodations and meals (\$33.00 per day maximum) consumed away from home except when provided, seven (7) days per week - as necessary. In addition, each employee will be paid a travel expense equivalent to the current mileage rate for one round trip unless transportation is supplied by the Company.
- NOTE:** For clarity, this does not apply to your normal report point.
- (B) If the course is longer than one (1) week's duration, the employee will be paid the daily accommodation and meal allowance whether he/she wishes to remain at the motel or return home for the weekend.
- (C) Employees will be paid at their regular straight time rate of pay for time spent outside of regularly scheduled working hours while travelling to and from training courses to a maximum of eight hours per training course.
- (D) **OUT-OF-PROVINCE** - Hotel-Motel accommodations, meals, travel expenses, will be as per the Company's expense account policy. Employees will be paid **at their regular straight time rate of pay** for time spent outside of regularly scheduled working hours while attending and/or travelling to and from training courses to a maximum of eight (8) hours per training course.

### 7.23 LOSS OF DRIVER'S LICENSE

Employees who are required to hold a valid driver's license and who lose such license for the first time for a duration of twelve (12) months or less are subject to temporary transfer to a new defined headquarters and/or re-classification until their license is reinstated.

A transferred or re-classified employee's former position may be filled on a temporary basis.

### 7.24 PERSONNEL FILES

- (1) Letters of caution and warnings will be reviewed after twelve (12) months and removed on the basis of satisfactory performance.

- (2) Records of Suspension will be removed as provided for in the version of Policy HR05 which was in effect on March 18, 1998. (For purposes of clarity, this is the revision dated December, 2004.)
- (3) Employees may request to see the data contained in their Personnel File.

## **ARTICLE 8 - SPECIAL BENEFITS**

### **8.1 BEREAVEMENT LEAVE**

- (1) Employees who find it necessary to be away three (3) working days following the death of their wife, husband, mother, father, son, daughter, **stepchild**, brother, sister or grandparents, shall suffer no loss of pay for these days.
- (2) Employees who find it necessary to be away the three (3) calendar days immediately following the death of a brother-in-law, sister-in-law, mother-in-law, father-in-law, **stepparent** or a family member who is living with the employee, shall suffer no loss of pay for these days.
- (3) The President of the Union or the Unit Chairperson or an alternate will be allowed to attend funerals of Union members. Where an employee has been killed on the job, provision will be made to allow the immediate crew to attend the funeral where continuity of service or safety will permit.

### **8.2 JURY DUTY; WITNESS**

All employees serving jury duty and those who have been subpoenaed as witnesses for the Crown shall be compensated for any difference between the jury fee or witness fee paid them and their regular day's pay.

### **8.3 EDUCATION FUND**

The Company will pay into the Education Fund of IBEW Local 1928 two cents (\$0.02) on all hours paid per employee within the scope of the Collective Agreement. In addition, the Company will deduct and remit to the Local Union an additional one cent (\$0.01) per hour on all hours paid from all employees within the scope of this Collective Agreement to be also paid into the Education Fund of IBEW Local 1928.

### **8.4 POWER ENGINEER AND CRANE OPERATOR CERTIFICATES**

The Company agrees to pay renewal fees for the Certificate of Qualification for Power Engineers and Crane Operators as required by the Department of Labour (N.S.).

## **ARTICLE 9 - DISABILITY BENEFITS - NON-OCCUPATIONAL AND OCCUPATIONAL**

### **9.1 SICKNESS AND INJURY - NON-OCCUPATIONAL**

#### **(1) ELIGIBILITY**

Regular employees are eligible to receive income protection benefits, provided they have completed three (3) months of service with the Company and are physically unable to work by reason of sickness or injury.

#### **(2) REPORTING OF DISABILITY**

Each employee absent from duty on account of sickness or injury must at once notify their immediate supervisor and the employee shall not be entitled to benefits for the time previous to such notice unless delay shall be shown to be unavoidable and satisfactory evidence of disability furnished.

#### **(3) VISITATION - EMPLOYEE'S HOME**

The Company may, while an employee is receiving sickness or injury benefits under Article 9, have a Company official, Company doctor or a Company nurse call at the home of an employee at all reasonable hours to ascertain the nature and extent of an employee's sickness or injury.

#### **(4) RECOVERY OF BENEFITS RESULTING FROM THIRD PARTY ACTION**

Where sickness or injury is caused by the fault or neglect of another party, the employee shall include the cost of any income protection benefits received from the Company in any claim he/she may have or make against such other party. The amount of any income protection benefits recovered by any action or settlement shall be returned to the Company.

#### **(5) INCOME PROTECTION PROGRAM**

The Income Protection Program consists of the Short-Term Disability Plan as outlined in 9.2 and the Long-Term Disability Plan as outlined in 9.3.

### **9.2 SHORT TERM DISABILITY PLAN**

#### **(1) APPLICATION FOR BENEFITS AND MEDICAL EVIDENCE REQUIREMENTS**

(A) To be eligible for non-occupational Short Term Disability benefits, employees must provide medical evidence satisfactory to a Company official or a Company doctor and make application for benefits as follows:

- (1) For each absence not exceeding three (3) work days, Form G4100 "Application for Non-Occupational Disability Benefits" must be completed and submitted to the employee's supervisor immediately following return to work.
  - (2) For absences extending beyond three (3) work days, Form G4100 must be completed by the Physician and employee within five (5) calendar days. Form G4100 is to be submitted to the employee's supervisor within ten (10) calendar days from the first day of absence, except in special circumstances. In the case of prolonged absence due to sickness or injury where the disability continues, a Physician's Certificate, Form G4100, on the progress of the employee is required to support such absence and continued payment disability benefits. Forms requiring clarification will be handled by Company medical personnel.
  - (3) Notwithstanding (A) (1) above, Management may require Form G4100 (Section 3) for any absence if the Company believes that an employee is abusing the short-term sickness benefits or not receiving proper medical attention.
- (B) General - The Company shall administer this Plan, including the right to investigate any claim for Short Term Disability benefit subject to the terms of this Agreement.
- (1) Leaving Province While on Sick Leave  
  
Disabled employees wishing to leave the Province shall obtain written approval of absence for a specified time and furnish satisfactory proof of disability while absent; otherwise no benefits shall be paid for such period of absence.
  - (2) Medical Examination  
  
A disabled employee shall not be entitled to benefits if he/she declines to permit a physician to make such examination as may be necessary to ascertain the employee's condition.
  - (3) Proper Treatment  
  
Disabled employees must take proper care of themselves and have proper treatment, otherwise benefits will be discontinued.

(C) Payment of Disability Benefits

Sickness and injury disability benefits will not be paid under the following conditions:

- (1) Disability caused directly or indirectly by intoxication or use of alcoholic beverages, stimulants, or drugs. This exclusion will be waived when an employee is under medical treatment for alcoholism as outlined in the Employee Handbook.
- (2) Sickness or injury caused by unlawful acts, wrestling, or fighting (unless in self-defence against unprovoked assault).
- (3) Where an employee causes deliberate injury to self.

(2) SHORT-TERM DISABILITY PLAN BENEFITS

Subject to 9.1 (1), the maximum sickness and injury benefits will be as follows:

Length of Service	Maximum Sickness and Injury Benefits
3 months but less than 1 year	100% of salary for 2 weeks, then 66 2/3% of salary for 13 weeks
1 year but less than 3 years	100% of salary for 4 weeks, then 66 2/3% of salary for 11 weeks
3 years but less than 5 years	100% of salary for 6 weeks, then 66 2/3% of salary for 9 weeks
5 years but less than 7 years	100% of salary for 8 weeks, then 66 2/3% of salary for 7 weeks
7 years but less than 9 years	100% of salary for 10 weeks, then 66 2/3% of salary for 5 weeks
9 years but less than 10 years	100% of salary for 12 weeks, then 66 2/3% of salary for 3 weeks
10 years and over	100% of salary for 15 weeks

(3) RECURRENCE OF DISABILITY AND REINSTATEMENT OF SHORT-TERM BENEFITS

Absences due to periods of sickness or injury shall be counted together as one period in computing the period during which the employee shall be entitled to benefits except that, for any sickness or injury occurring after an employee has returned to work and has been continually engaged in performing their duties for one (1) month, the complete Short-Term Benefits are reinstated.

(4) OVERPAYMENT OF BENEFITS

Any payment of benefits for which an employee is not entitled, arising out of employees failing to submit required documents as set out in 9.2 (1)(A), will be recovered from the employee's wages and no further benefits shall be paid until such documents are received and approved.



## (5) PAYMENT OF BENEFITS

Disability benefits will ordinarily be paid at the same intervals of time as would govern the payment of wages to the employee as if he/she were in the performance of their duties.

Any sickness and injury disability benefits for the time an employee has been off work due to sickness or injury remaining unpaid at the death of an employee shall be payable to the spouse or the estate of the deceased.

Sickness and injury disability benefits payable to an employee unable to execute a proper receipt may be payable to a relative or other proper person selected by the Company to use for the benefit of the employee, and the receipt of such person shall be sufficient discharge.

After an employee has received the maximum benefits for which he/she is eligible and qualified under the Short-Term Disability Plan, income protection is provided under the terms of the Long-Term Disability Plan.

**9.3 LONG – TERM DISABILITY PLAN**

## (1) LONG-TERM DISABILITY PLAN ELIGIBILITY

(A) After the fifteenth (15<sup>th</sup>) week of continuous disability benefits as provided under the Short-Term Disability Plan, eligible employees will receive benefits under the Long-Term Disability Plan underwritten by an insurance company. The terms and conditions of the insurance contract (Manulife Financial company plan number G0024012-400 and G0024012-403) govern this Plan, the highlights of which are shown below.

(B) The Company reserves the right to change carriers but in no way will revise the terms, conditions and benefits of the present Plan.

**NOTE:** The word "continuous" as used in 9.3 (1) (A) shall mean one or more periods of disability which are directly related and not accumulated over a period of greater than one year.

## (2) MEDICAL EVIDENCE REQUIREMENTS

Medical evidence must be supplied to the insurance company during any disability period.

## (3) MINIMUM LEVEL OF INCOME

Long-Term Disability Plan - The Plan assures maintenance of a minimum level of income equal to 66 2/3% of base salary at date of sickness or injury disability starting from the end of the Short-Term Disability Benefit period and continuing

to the employee's recovery or death, or age 65, whichever first occurs. In the event of a retroactive wage settlement, income and other long-term disability benefits will be based on the retroactive rate, provided the employee became disabled on or after the second calendar day following the expiry date of the old agreement. The monthly benefit paid in accordance with Clause 9.3 (8) shall be increased annually in accordance with increases granted to those in receipt of pension benefits under the Pension Plan for Employees of Nova Scotia Power Incorporated. The Company and the Union will further review the possibility of L.T.D. being voluntarily discontinued in favour of early retirement at age 60. Currently handled by Disability Case Manager.

(4) CONTINUANCE OF PENSION CONTRIBUTIONS

While the disabled employee is receiving the benefits described in 9.3 (3), a further amount equal to the contribution normally required from the employee together with an equal amount from the Company will be paid into the Pension Plan for employees of Nova Scotia Power Incorporated or applicable plan to assure continuance of pension credits while employee is disabled, based on the employee's base salary at the date of disability.

(5) DEFINITION OF DISABILITY

The term "disabled" shall mean unable to engage in any occupation for which the employee is reasonably qualified by education, training, or experience, as the result of a physical or mental impairment.

(6) RECURRENCE OF SICKNESS OR INJURY DISABILITY

- (A) When an employee has returned to full time employment after receiving sickness or injury benefits under the terms of the Long-Term Disability Plan, he/she shall be eligible for benefits under the Short-Term Disability Plan after four (4) months have elapsed where the disability is for the same or related cause.
- (B) If the disability for the same or related cause occurs prior to four months, the employee will receive benefits under the terms of the Long-Term Disability Plan.
- (C) If the disability is not for the same or related cause, then the employee will be eligible for benefits under the Short-Term Disability Plan one (1) calendar day after their return to full employment.

(7) REHABILITATION

- (A) Employees considered to be disabled because of their inability to perform any employment for which they are reasonably fitted by education, training or experience, will be given every encouragement to undergo

some suitable form of rehabilitative training which would take into account the nature of their disability and the limitation that these disabilities would place on their ability to perform in a gainful occupation.

Such employees shall have their rate of pay maintained until the rate of the new classification catches up if such employees have: (1) 25 years of service, or (2) 15 years of service and 50 years of age. However, as the intent is to preserve gross pay, placement in a different job category will result in a recalculation of hourly rate per the standard work week of the new job and it is this new hourly rate which will be maintained until the new classification catches up.

- (B) Disabled employees who commence rehabilitative employment under a program approved by the insurance company will not suffer any reduction in overall benefits until rehabilitated, although the income benefit will be reduced by the percentage that the salary from rehabilitative employment is of the salary at the date of disability.
- (C) Decision regarding rehabilitation will only be reached following exhaustive discussions with the disabled employee by a Rehabilitation Specialist from the Insurance Company, representative from the Company's Human Resources Division, and a representative of Local 1928, I.B.E.W.

(8) OFFSETTING INCOME BENEFITS

If the insured employee is entitled to other income benefits such as defined below, then the amount of monthly benefit which is payable shall be reduced by these other income benefits. Other income benefits referred to above include:

- (A) Any amount payable under any Workers' Compensation law or any other legislation of similar purpose which the employee is receiving as a result of the current claim.
- (B) The amount of any remuneration the insured employee received under any group insurance plan of their employer providing disability income benefits.
- (C) The amount of any disability income benefits received under any compulsory benefit act or law except Social Assistance and Welfare.
- (D) The amount of any disability income benefits the insured employee received from any pension program purchased through their employer.
- (E) Any periodic cash payment to which the insured employee becomes entitled (without credit for payment on behalf of dependents) under the Canada Pension Plan. This shall be inapplicable in any case in which due

proof is submitted to the insurance company that the insured employee's application for such cash payments has been disallowed.

**NOTE:** If an insured employee becomes entitled to receive payments under the Long-Term Disability Plan, the amount of benefit will not be reduced due to an increase in Canada Pension Plan benefits so long as the Policy is continued and remains in force.

At all times, an employee having ten (10) years of service and over would have the right to apply for and select, if it was to their benefit, the ill-health disability pension under the Pension Plan for employees of Nova Scotia Power Incorporated in preference to the above mentioned Long-Term Disability Plan.

(9) EXCLUSIONS AND LIMITATIONS

Benefits will not be paid for disability resulting from the following:

- (A) Pregnancy (which term includes childbirth, miscarriage, abortion or any complication of pregnancy during or within three months of termination);
- (B) Injury sustained or sickness contracted as a result of war, whether declared or undeclared, or of any act of war, which is sustained or contracted after the employee becomes insured hereunder;
- (C) Injury sustained as a result of participation in the commission of a criminal offence;
- (D) Intentional self-inflicted injury, self-inflicted injury while insane, or attempted self-destruction while sane or insane;
- (E) Injury sustained or sickness contracted while the employee is on active duty (including active duty for training purposes) in the military, naval or air forces of any nation, international organization or combination of nations in any civilian non-combatant unit which serves with such forces in combat.

(10) TERMINATION OF LONG TERM DISABILITY POLICY

- (A) The Insurance Company cannot cancel coverage for any one employee unless the entire plan is cancelled for all employees. If an employee has incurred a claim or is receiving disability benefits at the time the Master Policy is terminated, such payment will be continued as though the Master Policy were still in force.
- (B) The Insurance Company coverage terminates when an employee ceases to be employed.

## 9.4 SICKNESS AND INJURY - OCCUPATIONAL

### (1) ELIGIBILITY

- (A) Regular employees within the bargaining unit, after having successfully completed three (3) months of service with the Company and who are physically unable to work by reason of an occupational sickness or injury and accepted by the Workers' Compensation Board as a claim shall receive income protection benefits as provided for under Clause 9.4 (2).
- (B) Employees who have not completed the probationary period shall only receive the applicable Workers' Compensation Board benefits which will be paid directly to the employee by the Workers' Compensation Board.

### (2) COMPENSATION FOR SICKNESS OR INJURY

An employee who is physically unable to work by reason of an occupational sickness or injury will have their income protected by the Company subject to the provision of the eligibility clause 9.4.1 (A), with the company paying to such an employee an amount which, when combined with the Workers' Compensation Board benefit, will maintain their normal rate of pay until he/she is able to return to their regular duties or until the Workers' Compensation Board rules that the employee is partially or totally disabled. Also, the amount payable by the Company will be reduced by the amount of Canada Pension Plan disability benefit which may be received by the employee.

**NOTE:** Reference Article 9.2.2 (D) Contract 1998 04 01 to 2001 03 31.

### (3) RE-EMPLOYMENT AFTER BEING INJURED

- (A) Temporary Assignment - Notwithstanding the provisions of 9.4 (2), with the approval of the employee's physician, an employee may temporarily return to a job other than their regular duties in the area of an employee's defined headquarters at their normal rate of pay until he/she is able to return to their regular duties or until the Workers' Compensation Board rules on the claim.
- (B) Permanent Assignment - Once the Workers' Compensation Board have made a ruling on a sickness or injury disability claim and it is determined that an employee is permanently unable to return to their original duties, he/she will be re-employed if a position can be found within the Company which the employee can adequately fill. The employee will be paid in accordance with the new employment classification except that in the case of an employee with:

- (1) 25 years of service, or

- (2) with 15 years of service and 50 years of age, he/she will retain their former rate of pay until the new position to which he/she has been transferred catches up. However, as the intent is to preserve gross pay, placement in a different job category will result in a recalculation of hourly rate per the standard work week of the new job and it is this new hourly rate which will be maintained until the new classification catches up.

## **9.5 HOSPITAL, HEALTH AND PRESCRIPTION DRUG BENEFITS**

### **(1) COST SHARING**

- (A) The Company shall bear one-half (1/2) of the cost of the health plan's Basic Hospital, Extended Health and Prescription Drug Benefit Program as described in Manulife Financial Company health plan number G0024013 (Division 000-NSP Plan and Division 003-Emera plan).
- (B) The Company agrees that it will not amend these Plans so as to reduce the benefits presently available under the Plans.

## **9.6 GROUP LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT**

### **(1) NO REDUCTION IN BENEFITS**

- (A) The Company agrees that it will not amend the Group Life Insurance Plan so as to reduce the benefits presently available under the Plan (Manulife Financial Health Plan number G0024012).
- (B) The Company agrees that it will not amend the Accidental Death and Dismemberment Plan (Manulife Financial company policy number G0024012) so as to reduce the benefits presently available under the Plan.

### **(2) COMPULSORY ENROLLMENT**

- (A) Notwithstanding the above, regular employees joining the bargaining unit after April 1, 1973, shall be enrolled in the Group Life Insurance Plan introduced into the Company effective June 1, 1973. Additionally, all regular employees whose service predates June 1, 1973, and who have not already done so, will have the opportunity to enrol in this new plan, providing they produce satisfactory medical evidence of insurability acceptable to the Insurance Underwriter(s).
- (B) It is further agreed that the Long-Term Salary Continuance Insurance Plan effective June 1, 1973, for all regular employees will replace the disability provisions provided under Group Insurance Plans of predecessor companies.

- (C) Regular employees hired after **April 1<sup>st</sup>, 2003** will be offered a choice between the above two (2) plans (as per the Letter of Understanding dated December 17, 2003). The choice is final.

**NOTE:** For clarity, the plans will be described in contracts with Manulife Financial and referred to as Division 000 - Nova Scotia Power Plan, and 003 – Emera Plan.

## **9.7 VOLUNTARY PERSONAL ACCIDENT INSURANCE**

### **(1) AVAILABILITY**

The Company agrees that the Voluntary Personal Accident Insurance is available to all regular employees (Manulife Policy Number G0024012).

## **9.8 RECOVERY OF OVERPAYMENT - OCCUPATIONAL AND NON-OCCUPATIONAL BENEFITS**

### **(1) REPAYMENTS**

In cases where benefits may be paid which exceed the hereinbefore-described benefits such excess payments are subject to recovery by the Company.

### **(2) AMENDMENTS**

In the event of a request by the Employee Benefits Committee to have a change in Article 9 during the life of the Agreement, such request shall be addressed through the Executive Board of the Local Union for a process of ratification.

## **ARTICLE 10 - HOURS OF WORK**

### **10.1 NON-SHIFT EMPLOYEES**

- (1) A regular work week shall consist of five (5) days of eight (8) hours each: 8:00AM to 4:00PM Monday through Friday.
- (2) Employees, other than regular shift workers, will report to their defined headquarters ready to begin work at 8:00AM and shall be transported back to headquarters from the work site by 4:00PM.

**10.2 SHIFT EMPLOYEES****(1) THERMAL PLANT OPERATORS**

**Power Engineers, Operator Assistants and Operator Learners** in Thermal Plants will work a revolving schedule with four (4) days on and six (6) days off every ten (10) days. A shift shall consist of twelve (12) hours. Pay calculations shall be based on a thirty-five (35) hour week or a thirty-seven and one half (37.5) hour week in accordance with local agreements.

**10.3 SECURITY GUARDS; UTILITY (SHIFT) LINGAN COAL CREW**

These employees will work a revolving shift to average forty (40) hours per week.

**10.4 POWERLINE TECHNICIAN (SHIFT)**

**(1)** Management reserves the right to alter PLT shift schedules by posting the shift schedule thirty (30) days in advance. If NSP wishes to change shift schedules for projects due to customer demands or regional workload, the employee shall be provided with seven (7) days' prior notice, otherwise the appropriate premiums would apply. Upon completion of the project, the shift pattern will return to normal. Shift patterns for each regional work site will identify their annual revolving shift schedule for their specific depots and will be posted at the start of each year. Shift differential will apply for this classification as outlined in Article 16.6.

**(2) METRO SHIFT**

PLT Metro Shift employees will work an average of forty (40) hours per week from 7:00AM to 7:00PM and 10:00AM to 10:00PM Monday through Friday. On Saturdays and Sundays, the shift will be ten (10) hours in duration, from 8:00AM to 6:00PM and 12:00PM to 10:00PM. The ten (10) hour shifts on Saturdays and Sundays are to address Article 11.1 (3).

**(3) RURAL SHIFT PLT**

Rural Shift PLTs will work an average of forty (40) hours per week consisting of two (2) revolving shifts of twelve (12) hours beginning at 8:00AM and ending at 8:00PM from Monday through Friday. On Saturdays and Sundays, the shift will be ten (10) hours in duration, beginning at 8:00AM and ending at 6:00PM. The ten (10) hour shifts on Saturday and Sunday are to address Article 11.1 (3).

**10.5 SUBSTITUTION FOR POWERLINE TECHNICIAN (SHIFT)**

Where substitution by Powerline Technicians is required for a PLT shift, request for volunteers within the work group will be made. Where there are no volunteers, the most junior PLT in the work group will be substituted provided they have the qualifications



and ability. For planned substitutions involving vacations or for absence due to illness or other reasons of seven (7) calendar days or more, the Powerline Technician will substitute at their regular rate of pay for both the 8:00AM to 4:00PM and the 4:00PM to 12:00AM shifts, Monday through Friday. Time worked on Saturdays, Sundays and holidays as defined in this Agreement will be at double their regular rate of pay.

For temporary substitutions of less than seven (7) calendar days' duration, the Powerline Technicians will receive their overtime rate for the 4:00PM to 12:00AM shift and for all work performed on Saturday, Sunday and holidays.

#### **10.6 JANITORS**

Janitors will be required to report for duty at their assigned place of work at whatever hour as may be determined by the Company so as to permit their work to be carried on without interference with regular staff employed in such places. The hours of work in any one day shall not be in excess of eight (8) to average forty (40) hours per week, and otherwise shall be determined by the needs of the building or space to which they are assigned.

#### **10.7 EMPLOYEES DRIVING VEHICLES**

Employees driving Company vehicles shall be paid at their regular rates; however, they shall be paid an extra hour's pay where it is necessary for them to go after the vehicle before the normal starting time for work and to return the vehicle after the regular working hours and/or where it is necessary to have the vehicle serviced at times other than during the regular working hours. This section applies Monday through Friday, excepting Statutory Holidays. This section does not apply to Powerline Technician (Shift) and Meterperson.

#### **10.8 WASH-UP TIME**

Thermal Plant maintenance and service employees and garage mechanics will be granted ten (10) minutes' wash-up time immediately prior to 4:00PM and five (5) minutes' wash-up time immediately prior to lunch. Wash-up time may be allowed for other employees when considered necessary by the Supervisor in charge.

#### **10.9 LUNCH BREAK - WORKING AWAY FROM DEFINED HEADQUARTERS DURING THE DAY**

Employees who normally work at, but are required to work away from, their headquarters over the lunch hour period and who have not been given notice to carry lunches prior to 4:00PM the previous day, will be provided with a meal chit to the value of \$11.00.

#### **10.10 CUSTOMER SERVICE FIELD REPRESENTATIVE**

The following conditions apply to the classification of CSFR:

- (1) The normal hours of work for CSFRs shall be 8:00AM to 4:00PM with an average of forty (40) hours per week.
- (2) In accordance with Article 10.13 of the Collective Agreement, the Company and individual CSFRs may agree to a mutually acceptable modification of the above hours of work.
- (3) If NSPI can demonstrate to the IBEW that the demands of external customers of the Company require services to be provided after 4:00PM, Monday through Friday or on Saturdays, CSFRs may be scheduled to work an average forty (40) hour week, the hours of work to fall between 8:00AM and 8:00PM.
- (4) Clause (3) shall not apply to regular employees temporarily assigned to the classification of CSFR and shall only be applicable to employees in the CSFR classification.
- (5) Employees temporarily required to perform the work of CSFR classification will be paid in accordance with Article 7.17. Such employees required to work outside their regular hours of work shall be paid at the overtime rates in the Collective Agreement.
- (6) CSFRs shall only be normally required to work eight (8) hours per day. Any hours worked in excess of eight (8) hours per day, to be entitled to overtime premiums, must have been authorized in accordance with the terms and conditions of the Collective Agreement.
- (7) If NSPI wishes to invoke the provisions of Clause (3), Monday through Friday, it shall provide the employee affected with forty-eight (48) hours' notice prior to the start time of the work. This forty-eight (48) hour period shall exclude Saturdays, Sundays and Statutory Holidays.
- (8) If NSPI wishes to invoke the provision of Clause (3) for Saturdays, it shall provide the employee affected with seven (7) calendar days' notice prior to the start of hours of work which include Saturdays.
- (9) Employees required to work from 12:00PM to 8:00PM shall receive a shift differential for any hours or parts thereof worked after 4:00PM.
- (10) The classification of CSFR will be responsible for the following functions previously performed by non-Union collectors:
  - (A) "Door knob" notices
  - (B) Disconnections for non-payment

**10.11 STOREKEEPER**

Normal working hours for Storekeeper will be from 8:00AM to 4:00PM, Monday through Friday. However, one Storekeeper may be assigned to work between 7:00AM to 3:00PM, Monday through Friday, to permit the loading of trucks with materials from Stores. The Storekeeper so assigned will receive \$7.00 per pay period over and above the regular salary for their classification. Assignment to the changed working hours will be assigned to all Storekeepers in rotation.

**10.12 GARAGE EMPLOYEES - LAKESIDE & SYDNEY**

Normal working hours for garage employees will be from 8:00AM to 4:00PM, Monday through Friday. However, employees may be required to work from 4:00PM to 12:00AM, Monday through Friday, to permit servicing of vehicles. Employees will be assigned on a weekly rotational basis and will be paid the applicable shift differential.

**10.13 CHANGE OF HOURS OF WORK**

Hours of work may be changed between the terms of this agreement by either the Company or the Union making a written request for a change. Any negotiated change agreed to must be ratified by sixty-six and two-thirds (66%) percent of the immediate working group which would not impose a change of hours of work upon other employees.

The Company and the Union encourage all employees to utilize the provisions of this clause to enhance the ability to satisfy business and customer needs in a competitive manner with consideration of employee needs.

**10.14 METER READER**

The following conditions apply to the classification of Meter Reader:

- (1) The normal hours of work for a Meter Reader shall be 8:00AM to 8:00PM Monday through Friday with an average of forty (40) hours per week. Employees required to work after 4:00PM will receive a Shift Differential.
- (2) Work associated with meter reading may be allotted to Meter Readers to fill in any time during which Meter Reading is not required.
- (3) In accordance with Article 10.13 of the Collective Agreement, the Company and individual Meter Readers may agree to a mutually acceptable modification of the above hours of work.

**10.15 AUXILIARY POWER ENGINEERS**

- (1) The Company and the Union in accordance with Article 7.1 established the classification of "Auxiliary Power Engineers", terms and conditions of which can

be found by referencing the Letter of Understanding dated November 2, 2000.

- (2) The Auxiliary Power Engineer's main role will be to cover for vacations, training, sickness and leave time and will be subject to a call out rotation.
- (3) The Auxiliary Power Engineer will work seventeen hundred and forty eight (1,748) hours per year less the applicable vacation entitlement (equal to the Power Engineer). Pay calculations will be based on thirty-five (35) hours per week.
- (4) Employees in this classification will not work more than four (4) consecutive twelve (12) hour shifts without forty-eight (48) consecutive hours off in a six (6) calendar day period. They shall not be required to work more than six hundred (600) hours in any quarter (standard quarters being defined as Jan/Feb/Mar, Apr/May/Jun, Jul/Aug/Sep and Oct/Nov/Dec). Any hours in excess will be first banked to a maximum of thirty-two (32) hours. Any hours in excess of those 32 hours will be paid at overtime rates.
- (5) A minimum of twenty-four (24) hours' notice will be given to change a shift schedule if the employee is following a specific shift. If on days off, twelve (12) hours' notice will be given. Auxiliary Power Engineers may be called out to work with a minimum notice (one hour) to replace an employee reporting off due to sickness. Under such notice, employees will be entitled to one meal chit.

#### **10.16 OPERATOR ASSISTANT/OPERATOR LEARNER**

An Operator Assistant will require a 3<sup>rd</sup> Class Power Engineer's ticket and will be compensated at 75% of the apprentice progression for Power Engineers. An Operator Learner will require a 4<sup>th</sup> class Power Engineer's ticket and will be compensated at an hourly rate equal to the Utility II classification. Successful candidates for the position of Operator Assistant will become indentured apprentices. The terms and conditions of this position will fall under the provisions of the NSPI/IBEW Apprenticeship Manual and continued employment will be contingent on the employee successfully completing their 2<sup>nd</sup> class Power Engineer's certification. The Operator Assistants will be paid their applicable 1<sup>st</sup> Class or apprentice rate when displacing an operator on shift.

#### **10.17 SYSTEM OPERATORS**

**System Operators will work a revolving schedule. A shift shall consist of twelve (12) hours. Pay calculations shall be based on a forty-two (42) hour week. A January to December schedule will be posted in the Control Centre.**

#### **10.18 SYSTEM OPERATORS - SPARE SHIFT EMPLOYEE**

- (1) **The Spare Operator will work the same annual number of hours as a regular System Operator.**

- (2) A Spare Operator will be identified by “desk” and will be the most recent person hired on the desk. Spare Operators utilized on multiple desks will receive their applicable desk hourly rate of pay plus an amount equal to five percent (5%) of their hourly rate, for the scheduled time work is being performed. All applicants for a System Operator vacancy will be informed that they are applying for the spare position unless there is more than one vacant position at the desk. The Spare Operator will automatically move into the next regular System Operator position at their respective desk when one becomes available.
- (3) Spare Operators will not work more than four (4) consecutive twelve (12) hour shifts without forty-eight (48) consecutive hours off in a six-day period. Spare Operators will not be required to work more than six-hundred (600) hours in any quarter (standard quarters being defined as Jan/Feb/Mar, Apr/May/Jun, Jul/Aug/Sep, Oct/Nov/Dec). Any hours in excess will first be first banked to a maximum of thirty-two (32) hours at overtime rates. Any hours in excess of the thirty-two (32) hours will be paid at overtime rates.
- (4) A minimum of twenty-four (24) hours will be given to change a shift schedule if the Spare Operator is following a specific shift. If on days off, twelve (12) hours notice will be given. Spare Operators may be called to work with a minimum notice (one hour) to replace an employee reporting off due to sickness.

## **ARTICLE 11 - HOLIDAYS & VACATIONS**

### **11.1 STATUTORY HOLIDAYS**

#### **(1) NON-SHIFT WORKERS**

Employees other than Shift Workers shall be given the following Statutory Holidays without loss of pay, providing they are working the day preceding and the day following the holiday, unless absent with supervisory permission.

New Year's Day  
 Good Friday  
 Easter Monday  
 Victoria Day  
 Canada Day  
 First Monday in August  
 Labour Day  
 Thanksgiving Day  
 Remembrance Day  
 Christmas Eve - 1/2 day (when falling on Monday to Friday)  
 Christmas Day  
 Boxing Day

If any of the above holidays fall on a Saturday or Sunday then they shall be observed on the following Monday or as mutually agreed between the Company and the Union.

For Construction Crews, when working away from home, any holiday falling on a calendar day (Tuesday, Wednesday or Thursday) may be held on the preceding Monday or the following Friday, if requested by the entire complement engaged on the project provided, however, it does not interfere with scheduled work.

(2) SHIFT WORKERS - POWER ENGINEERS

For the purposes of this Agreement, the scheduled time off of the shift workers shall include and be deemed to include all the holidays listed in 11.1 (1) above, except for the first Monday in August holiday, which will be paid as eight (8) additional hours' pay at the regular rate of pay on the first Monday in August and the Christmas Eve holiday, which will be paid as four (4) additional hours' pay at the regular rate of pay on December 24th. In order to equalize the statutory holiday benefit between employees working the 4-6 shift (12 hours) and the day worker, eight (8) additional hours' pay per year at the regular rate of pay shall be paid in the last pay prior to Christmas each year (such hours shall be included as pensionable earnings). For the purposes of this Agreement, the statutory holiday benefit as provided herein shall, as of the date of this Agreement, be deemed to be equal between those employees on the 4-6 (12 hour) shift and the day worker.

Shift workers may request to have a maximum of two (2) days off each year instead of Holiday payment for two (2) previously worked Statutory Holidays. The Supervisor may grant this time off provided a replacement is not required.

With reference to the half-day Christmas Eve Statutory Holiday, those shift workers on twelve (12) hour shifts - between the hours of 1200 hours to 2400 hours on December 24th will receive the holiday credit for time actually worked.

Notwithstanding 11.1 (2) above, all shift workers who are working on regular shift shall be paid double the regular rate of pay for the time worked on any of the holidays set forth in 11.1 (1). Such holidays will be observed on the actual calendar day.

(3) STATUTORY HOLIDAYS - POWERLINE TECHNICIANS (SHIFT)

Powerline Technician shift classifications will work an average of eighty (80) hours every two (2) weeks and as such will be credited with a Holiday Bank of ninety-two (92) hours per year. In order to reduce the Holiday Bank, these employees as part of their regular shift will not be required to work Statutory Holidays. Timekeepers will maintain records of Statutory Holiday hours taken and reconcile to zero at the end of each year. (In order to achieve this approach the schedule assumes the Powerline Technician Shift will work ten [10] hours

every Saturday and Sunday shift. Any additional hours owing will not be considered as pensionable earnings.)

Note for clarity: Holidays will be observed on the actual calendar day. If the holiday occurs on a weekend and is celebrated on Monday by the rest of the workforce, Shift PLTs scheduled to work Monday would also be entitled to use this day to reduce their holiday bank. Further reduction of the holiday bank could be achieved by reducing some of the 10 hour shifts on Saturday and Sunday to 8 hours.

**(4) STATUTORY HOLIDAYS – SYSTEM OPERATORS**

**All System Operator shift workers who are working on any of the holidays set forth in Article 11.1 shall be paid overtime regular in addition to the regular rate of pay for the time worked. In order to equalize the 92-hour holiday benefit, the Company and the Union will finalize an amount once the training schedules have been finalized for the 42-hour week. The following principles will be followed:**

- (A) The training schedule will determine the amount of equalization owed.**
- (B) Any equalization required will be adjusted on the last pay period of the year.**

**11.2 VACATIONS**

**(1) VACATION YEAR**

The vacation year shall be from January 1 to December 31.

**(2) VACATION ENTITLEMENT - NON-SHIFT WORKERS**

- (A) During the first year or part year of service to December 31, at the rate of 1¼ working days for each completed month of service.**
- (B) Thereafter, during the balance of the first ten (10) years of service, fifteen (15) working days each year (1¼ days per month).**
- (C) After ten (10) years service, twenty (20) working days each year (1 2/3 days per month).**
- (D) Twenty (20) years service or more, twenty-five (25) working days each year (2 1/12 days per month).**
- (E) Twenty-five (25) years service or more, thirty (30) working days each year (2½ days per month).**

**(3) VACATION ENTITLEMENT – POWER ENGINEERS**

(A) The shift workers working an average of thirty-seven and one half (37.5) hours per week are deemed to have one hundred and twenty (120) hours of vacation included in the scheduled days off. Such employees shall receive additional vacation as follows:

- (1) After 10 years' service – 40 hours
- (2) After 20 years' service – 80 hours
- (3) After 25 years' service – 120 hours

(B) The Company agrees that all thermal plant employees who work an average of thirty-five (35) hours per week (4 - 6 schedule) will be entitled to receive the following number of hours annual vacation in addition to their regular days off.

- (1) During the first year or part year of service to December 31, at the rate of ten (10) hours for each completed month of service.
- (2) Thereafter, during the balance of the first ten (10) years of service, one hundred and twenty (120) hours each year (ten [10] hours per month).
- (3) After 10 years' service - 160 hours each year (13.33 hours/month)
- (4) After 20 years' service - 200 hours each year (16.67 hours/month)
- (5) After 25 years' service - 240 hours each year (20.00 hours/month)

(C) Shift workers that are entitled to one hundred and sixty (160) or two hundred (200) annual vacation hours will be permitted a one time use of banked overtime each year in order to balance out twelve (12) hour shifts to the employee's vacation hour entitlement.

**(4) VACATION ENTITLEMENT – SYSTEM OPERATOR SHIFT WORKERS**

**The Company agrees that all System Operator's who work an average of forty-two (42) hours per week will be entitled to receive the following number of hours of annual vacation in addition to their regular days off:**

- (A) **During the first year or part year of service to December 31, at the rate of ten and one half (10.5) hours for each completed month of service.**



- (B) Thereafter, during the balance of the first ten (10) years of service, 126 hours each year (10.5 hours/per month)
- (C) After ten (10) years of service, 168.33 hours each year (14.02 hours/month)
- (D) After twenty (20) years of service, 210 hours each year (17.75 hours/month)
- (E) After twenty-five (25) years of service, 252 hours each year (21.00 hours/month)

(5) RULES GOVERNING VACATION SCHEDULING

- (A) A vacation schedule will be posted by December 15<sup>th</sup> of each year for the upcoming year. Employees must indicate on the schedule when they want to be away from duty by March 31<sup>st</sup>.
- (B) Employees who for the first time become entitled to additional vacation in any year may take the vacation to which they are already entitled and then take the extra vacation at a later date within the normal vacation period when they qualify.
- (C) Vacation schedules are based on seniority according to Clause 6.9.

Preference in selecting vacations will be governed by Bargaining Unit Seniority within the working group, except where an employee is transferred to another section of the Company after a vacation schedule has been arranged, in which event seniority within the working group will prevail for the period for which the vacation schedule is applicable.

**NOTE:** For clarification, Capital Lead Hand is its own work group.

- (D) Should an employee not select their vacation period before the first calendar day of April, he/she will lose all seniority rights with respect to preference of vacation period.
- (E) The Company reserves the right to change the time of an employee's annual vacation, should it be necessary for the efficient and successful operation of any part of the Company's business. Both Union and the Company will make every effort to coordinate a vacation schedule to address both the business and employee needs. The Company agrees, where possible and without incurring additional expense, to allow the maximum number of employees in a working group to take their vacations between June 15<sup>th</sup> and September 15<sup>th</sup>.

- (F) When vacations are cancelled by the Company, the Company will reimburse all non-refundable costs incurred by the employee (prepaid vacations) upon presentation of receipts.
- (G) Vacations selected prior to April 1<sup>st</sup> shall only be cancelled by the employee with ten (10) calendar days' notice in writing to the employee's immediate Supervisor.
- (H) Providing adequate skilled and experienced coverage is available and no additional costs will be incurred to the Company, there will be no limit to the number of people allowed off shift for Christmas Eve, Christmas Day and Boxing Day.
- (I) **Rules governing vacation shall be in accordance with the Ragged Lake System Operator Vacation Schedule Guidelines**

(6) RULES GOVERNING EXTENDED VACATION

- (A) Employees entitled to more than three (3) weeks' vacation per year shall not be permitted to take more than three (3) weeks at any time during the period June 15th to September 15th, except by mutual agreement between the Company and the Union.
- (B) When an employee wishes to make a request that he/she be allowed to take more than three (3) weeks during the June 15th to September 15th period, he/she shall submit their request, co-signed by the Shop Steward, to the First-Line Supervisor for their decision. Preference in selecting vacations for Power Engineers will be governed by bargaining unit seniority within the working group/shift. However each Power Engineer shall be permitted to select a maximum of ten (10) shifts between June 15<sup>th</sup> and September 15<sup>th</sup> (prime time) as their first selection.
- (C) Employees becoming disabled as a result of illness or accident immediately prior to starting their vacation shall have their vacation rescheduled by the Company following their return to work.
- (D) Employees who provide proof of hospitalization or proof that they were directed to remain at home under physician directed home care during their vacation period shall have the remaining full week(s) rescheduled by the Company upon their return to work. Verification by a Company physician may be required.

(7) DISABLED EMPLOYEES

Notwithstanding 11.2 (5)(C) and 11.2 (5)(D) above, recipients of benefits under the long-term disability plan, while disabled, shall not earn vacation credits. Similarly, recipients of Workers' Compensation benefits shall not earn vacation

credits after the expiration of fifty-two (52) weeks from the date of the industrial sickness or injury causing the absence from work. All earned unused vacation will be scheduled in accordance with 11.2 (4) when the employee returns to work.

## **ARTICLE 12 - OVERTIME**

### **12.1 NON-SHIFT WORKERS**

#### **(1) UNPLANNED OVERTIME**

Overtime worked as a continuation of the regular work day with less than twelve (12) hours advance notice.

- (A) Monday-Friday: All hours worked between 4:00PM and 8:00AM shall be paid at double the regular rate of pay.
- (B) Saturday, Sunday: All hours worked shall be paid at double the regular rate of pay.
- (C) Statutory Holidays: All hours worked shall be paid at double the regular rate of pay in addition to the regular holiday pay.
- (D) Duration: Whenever requested to work overtime, employees shall receive not less than one-half hour at overtime rates.

#### **(2) CALL-OUT**

Hours worked by an employee recalled to the place of employment with less than twelve (12) hours advance notice.

- (A) If the time worked, including travel time, is less than four (4) hours, the employee shall be paid at the prevailing overtime rate of pay or for four (4) hours at the regular rate of pay whichever is greater.
- (B) If the time worked, including travel time, is four (4) hours or more, the employee shall be paid at the prevailing overtime rate or for eight (8) hours at the regular rate of pay, whichever is greater.
- (C) Call-out time will be calculated from the time the employee is called for duty when required immediately, but will not include the time required to return home. When the employee is given less than twelve (12) hours' advance notice, the call-out time will include a one-hour travel time allowance. This hour will be paid at overtime rates and is included as time actually worked under 12.1 (2)(A) and 12.1 (2)(B). Calls within one hour of each other will be considered as one call for the purpose of computing minimum pay for employees recalled to work. When such duty results in

work being continued in regular working hours, the overtime rate of pay shall continue until the employee is relieved from duty at which time the employee reverts to the regular rate of pay.

RELIEVED FROM DUTY is defined as the first time the employee is given the opportunity to have a one-half hour break from work within the work area. If this relief period occurs during regular working hours, there shall be no loss of regular pay.

(3) RETURN TO WORK AFTER UNPLANNED OVERTIME OR CALL-OUT

In the event of an employee working four (4) or more hours overtime within the period from 12:00AM until 8:00AM, he/she shall not be required to report for duty until 12:00PM. If the employee cannot be allowed the above time off at 8:00AM and works until 12:00PM, he/she shall be allowed four (4) hours off, but if the employee has worked sixteen (16) hours or more in the previous 24 hour period he/she shall not be required to report for duty until 12:00PM.

There will be no loss of pay for the above time off but, if any emergency arises during this period, the employee may be called back to work without additional pay.

**NOTE:** Rest time is not to be banked.

(4) PLANNED OVERTIME

The Supervisor will inform employees as far in advance as possible when overtime is planned. In all cases, a minimum of twelve (12) hours' notice will be given.

(A) REGULAR WORKING DAY (6:00AM to 8:00AM)

When an employee is given 12 hours' advance notice to report for duty on a regular working day at 6:00AM or later, the minimum callout described in Clause 12.1 (2) will not apply, and overtime rates only will be paid until 8:00AM. Every effort will be made to provide a twenty (20) minute break as close to 10:00AM as possible for such employees.

**NOTE:** Planned work prior to 6:00AM will be paid in accordance with Unplanned Callout provisions in Article 12.1 (2).

When an employee reports for work in the circumstances set forth in (A) above and if no work is available to such employee prior to the commencement of their regular starting time, then such employee will be paid at the prevailing rates from the time the planned overtime was scheduled to start until the commencement of the regular day's work at 8:00AM.

## (B) PLANNED OVERTIME (SATURDAY, SUNDAY OR HOLIDAY)

When overtime is planned for an employee on a Saturday, Sunday or Holiday and the Planned overtime is cancelled either before or after the worker reports to the site with less than twelve (12) hours' notice, or is interrupted after work commences, affected employees will be eligible to receive a minimum of four (4) hours' pay at their regular straight time rate and the minimum callout described in clause 12.1 (2) will not apply.

## (5) COMPENSATION FOR STANDBY - GENERAL

Employees required to do standby duty over and above their eight (8) hour day Monday to Friday, Saturday, Sunday or Holidays shall be compensated in the following manner, based on the employee's rate for each full week of Standby and, in addition, shall be paid at the prevailing overtime rate of pay for all time worked:

- (A) 8 hours' pay per week; or
- (B) 10 hours' pay per week in which a statutory holiday falls; or
- (C) 12 hours' pay per week in which two (2) statutory holidays fall

Employees required to do standby shall receive an allowance of \$10.00 for each week in which an employee is required to do standby duty which sum is an acknowledgement of the fact that the employee's telephone is used to some extent on Company business. Where an employee's week of standby commences in one month and extends into another, the above allowance shall be paid only for the month in which the standby commences. As a condition of employment, all employees required to do standby duty shall have a telephone in their residence and the number of such telephone is on file in the appropriate Company office.

Change-over time for Powerline Technicians for standby shall be 7:59 a.m. Thursday of each week.

**NOTE:** All qualified personnel, if designated, will be required to take Standby Duty, with the exception of those excused for medical reasons. Qualified personnel shall include tradespersons in their final year of Apprenticeship.

## (6) EXCHANGE OF STANDBY

Employees scheduled for Standby Duty will be permitted to exchange standby time with each other, but the responsibility to find a replacement is theirs. All such exchange of duty shall be reported to the Control Centre staff or Supervisor.

## (7) RULES GOVERNING STANDBY

Certain employees will be designated for weekly "standby" duty. Persons on standby duty must not leave the designated area. Employees may leave the locale of their normal telephone listing provided they inform their control centre (where applicable) as to the telephone number where they can be reached. In locations where employees take calls directly from the public, they should ensure there is someone designated to receive and relay messages during their absence, other than when out on a trouble call. Employees may not be out of telephone contact for more than one hour and must respond to a trouble call as soon as received.

## (8) STANDBY SCHEDULE

A schedule will be posted at least four (4) days prior to the end of each calendar month to show the names of employees detailed for standby duty during the succeeding month. Standby time will be on a revolving basis and, as nearly as possible, will be divided equally among employees affected.

## (9) OVERTIME MEALS

## (A) UNPLANNED OVERTIME

When overtime work of two (2) hours or more is required of any employee prior to or as a continuance of the regular day's work, a meal chit valued at \$11.00 will be provided. Employees will be provided with an additional meal chit for the subsequent four (4) hour period worked (after the initial two hours) and for each additional five (5) hour period actually worked.

## (B) CALL OUT

Employees called out for duty after completing a normal working day or on a scheduled day off, shall be provided with a meal chit to the value of \$11.00 for each five (5) hours actually worked.

Employees called out for duty on a Saturday, Sunday or holiday, two (2) hours or more before 8:00AM, 1:00PM or 6:00PM shall be provided with a meal chit at 8:00AM, 1:00PM or 6:00PM whichever is applicable, provided the work is to continue. Additional meal chits will be provided every five (5) hours thereafter until the work is completed.

## (C) PLANNED OVERTIME

When planned overtime is worked on an employee's regular days off or at 6:00AM or later as described in Clause 12.2 (1), the employee is expected to provide the meal for the first normal meal break normally at the end of

a five (5) hour period actually worked. However, under no circumstances will an employee be required to carry lunches for two consecutive meals.

**NOTE:** The snack provided by the employee for consumption close to 10:00AM as described in Clause 12.2 (1)(A) does not constitute a meal.

(D) GENERAL

Whenever the termination of overtime coincides with the entitlement of a meal chit [except when relieved from duty under 12.1 (2) (C)], the employee will receive a meal chit.

When overtime is to continue and it is impractical to obtain a meal when entitlement is due, the employee will receive a meal chit. Even where, however, the Company chooses to supply food on the job for any particular meal period entitlement, the employee will still receive a meal chit.

Where the parties agree mutually that the employee will leave the work site to obtain a meal provided by the Company, the meal allowance does not apply.

## 12.2 SHIFT WORKERS

The Company agrees that shift workers will be paid for all overtime worked in excess of regular shifts, Monday through Friday, at the rate of double the regular rate of pay. Saturdays, Sundays, and Holidays as designated in this Agreement will be paid at double the regular rate of pay.

- (1) UNPLANNED OVERTIME (hours worked by an employee as a continuation of a regular shift) and CALL OUT (when recalled to the place of employment with less than 12 hours advance notice).
- (A) If the time worked, including travel time, is less than four (4) hours, the employee shall be paid at the prevailing overtime rate or for four (4) hours at the regular rate of pay whichever is greater.
- (B) If the time worked, including travel time, is four (4) hours or more, the employee shall be paid at the prevailing overtime rate or for eight (8) hours at the regular rate of pay whichever is greater.
- (C) Call-out time will be calculated from the time the employee is called for duty when required immediately, but will not include the time required to return home. When the employee is given less than twelve (12) hours' advance notice, the call-out time will include a one-hour travel time allowance. This hour will be paid at overtime rates and is included as time actually worked under 12.2(1)(A) and 12.2(1)(B). Calls within one hour

of each other will be considered as one call for the purpose of computing minimum pay for employees recalled to work. When such duty results in work being continued in regular working hours, the overtime rate of pay shall continue until the employee is relieved from duty at which time the employee reverts to the regular rate of pay.

Relieved From Duty is defined as the first time the employee is given the opportunity to have a one-half hour break from work within the work area. If this relief period occurs during regular working hours, there shall be no loss of regular pay.

- (D) Duration: Whenever requested to work overtime, employees shall receive not less than one-half hour at overtime rates.
- (E) When overtime is planned for a Shift Worker's regular days off and the Planned overtime is cancelled either before or after the worker reports to the site with less than twelve (12) hours notice, or is interrupted after work commences, affected employees will be eligible to receive a minimum of four (4) hours' pay at their regular straight time hourly rate.

(2) OVERTIME MEALS

When overtime work of two (2) hours or more is required of any employee prior to or as a continuance of the regular days work, a meal chit valued at \$11.00 will be provided. Employees will be provided with an additional meal chit for the subsequent four (4) hour period worked (after the initial two [2] hours) and for each additional five (5) hour period actually worked.

(A) CALL OUT

Employees called out for duty after completing a normal working day or on a scheduled day off shall be provided with a meal chit to the value of \$11.00 for each additional five (5) hour period actually worked.

(B) PLANNED OVERTIME

When planned overtime is worked on an employee's regular days off, the employee is expected to provide the meal for the first normal meal break, normally at the end of a five (5) hour period actually worked. However, under no circumstances will an employee be required to carry lunches for two (2) consecutive meals.

(C) GENERAL

Whenever the termination of overtime coincides with the entitlement of a meal chit the employee will receive a meal chit.



When overtime is to continue and it is impractical to obtain a meal when an entitlement is due, the employee will receive a meal chit. Even where, however, the Company chooses to supply food on the job for any particular meal period entitlement, the employee will still receive a meal chit.

Where the parties agree mutually that the employee will leave the work site to obtain a meal provided by the Company, the meal allowance does not apply.

If a shift worker should be required to remain on shift at Plant site up to twenty-four (24) hours due to storm conditions and is subsequently still on site for their next regularly scheduled shift and still not able to be relieved from duty, he/she will be continually paid at prevailing overtime rates of pay for the regular shift.

### **12.3 DISTRIBUTION OF OVERTIME**

Overtime work will be distributed as evenly as practical amongst qualified **regular** employees through the institution of a formal rotation system.

### **12.4 FUEL HANDLERS**

Employees engaged in fuel handling who may be required to work regularly on Saturday or Sunday, other days off per week shall be provided for such days. The first day off will be considered as Saturday and the second as Sunday. Overtime shall be paid if such employees are required to work on their day off which replaces either of these days at double their regular rate for Saturday and Sunday.

### **12.5 GAS TURBINE ATTENDANT OPERATOR**

Employees engaged in attending and operating gas turbines who may be required to work regularly on Saturday or Sunday shall be provided other days off per week for such days. When the Saturday and Sunday worked are consecutive, the allocated two days off shall also be consecutive. Overtime shall be paid if such employees are required to work on their day off which replaces either of those days at double their regular rate of pay.

### **12.6 TIME OFF IN LIEU**

All employees may, upon request to their Supervisor, have a maximum of forty-eight (48) hours' regular pay, including standby, held as unpaid overtime at the end of any payroll period. Upon request of the employee, their Supervisor may grant time off in lieu of this unpaid overtime at a period when the workload will not be seriously affected and suitable to that employee. At the end of a standard quarter (standard quarters being defined as Jan/Feb/Mar, Apr/May/June, Jul/Aug/Sep, Oct/Nov/Dec), any credits greater than thirty-six (36) hours shall be paid out to the employee unless mutually agreed between the employee and their immediate supervisor.

## **ARTICLE 13 – EMPLOYEES ASSIGNED TO A TEMPORARY REPORT POINT**

Employees may be assigned to a temporary report point (TRP).

### **13.1 NOTICE**

Employees assigned to a temporary report point for one (1) week's duration or more will be given two (2) working days' advance notice. Employees not receiving this notice will be paid at the rate of time and one-half times their regular rate for the first day worked.

### **13.2 TRANSPORTATION FROM MOTEL OR BOARDING HOUSE**

Upon assignment to a temporary report point, an employee must elect to accept either a travel allowance or the Company's boarding arrangements for a minimum period of time which may end at the termination of the next regular pay period or their assignment to another project, whichever shall occur first. The Company reserves the right to terminate such travel arrangements due to road, weather, or other conditions, which may make it impractical.

### **13.3 BOARD AND LODGING**

When employees assigned to a temporary report point elect to receive board and lodging the following will apply:

- (1) Board and lodging will be at reasonable expense and at suitable locations. Suitable locations shall be on an approved list mutually agreed to by the Company and the Union.
- (2) When board is being provided separately from lodging, the daily meal expense shall not exceed an average of \$33.00 per day.
- (3) Employees will be transported from their defined headquarters by the Company during normal working hours and returned to their defined headquarters on the weekend, provided total travel time does not exceed four (4) hours per week. When total travel time exceeds four (4) hours per week, the additional travel time needed to return crews to their defined headquarters each weekend will be outside normal working hours and will be compensated at straight time compensation.
- (4) Hours of work will be as per the collective agreement and any changes to regular hours will be as per Article 10.13.
- (5) Employees being boarded shall be provided with transportation so that they shall report to the temporary report point at the agreed upon start time and leave at the agreed upon end time. In no case will employees be required to travel in excess of twenty (20) minutes each way outside of the agreed upon working hours without compensation.

### **13.4 TRAVELLING EXPENSE**

When employees assigned to a temporary report point elect to receive a travelling expense the following will apply:

- (1) Employees are expected to provide their lunches.
- (2) The Company agrees to pay a travelling allowance of one hour at straight time per working day in lieu of board. In addition employees may elect to either receive mileage for use of their personal vehicle or use a Company vehicle (gas supplied). Such travel will be on the employee's own time and will only occur when the employee's temporary report point is further away than the primary residence is from the normal report point.
- (3) When employees are travelling together in a personal vehicle both will receive the daily one hour allowance and only one employee will receive the mileage expense.
- (4) When the Company vehicle provided is a work vehicle (over 4500 kg. Registered weight) the employee will not receive the one hour at straight time outlined above but will be paid two (2) times their regular rate for the actual time spent outside normal working hours transporting the vehicle.

### **13.5 WORK ON WEEKENDS**

To meet the needs of work in hand, crews assigned to a temporary report point may be required to remain at such temporary report point for Saturday and Sunday overtime work. When these crews are required to work overtime on Saturday only, they will be transported from their temporary work site to their defined headquarters on Saturday. Weekend overtime which involves both Saturday and Sunday work will not be required more frequently than every other weekend, except to restore service in emergency situations or where mutually agreeable by the Company and majority of the crew(s).

### **13.6 PERSONAL EMERGENCY**

Under personal emergency conditions, every effort will be made to allow an employee to remain at their defined headquarters during the emergency.

### **13.7 ILLNESS WHILE AWAY FROM DEFINED HEADQUARTERS**

In the case of an employee taking sick while away from their defined headquarters, the Company will assist the employee in obtaining medical assistance and will provide the employee with suitable transportation to their home or hospital as recommended by the attending physician.

**13.8 CANCELLATION OF WEEKEND WORK**

When crews or individuals are held over to carry out scheduled work on Saturdays, Sundays or holidays, and work is cancelled, they shall receive a minimum of six (6) hours' pay at straight time for each day held over.

**13.9 DISPLACING SHIFT FOR TEMPORARY REPORT POINT**

When the Company is assigning a PLT to a work location other than their defined headquarters for at least six (6) months, a request for volunteers within the workgroup will be made. Where there are no volunteers, the most junior employee in the classification who would otherwise be assigned, may elect to displace a PLT shift in the workgroup based on seniority for the term of the assignment.

**13.10 TEMPORARY ASSIGNMENT/DISPLACEMENT**

When faced with working construction, PLTs may decide to displace a less senior PLT on shift within their work group for at least six (6) months. However, in the event such construction work is deferred or delayed, the affected employees will return to their former positions after the second pay period upon returning to their depot.

## ARTICLE 14 - PERSONAL EQUIPMENT

**14.1 CLOTHING AND UNIFORMS**

To all employees who may be required by the Company to wear uniforms, the following conditions apply upon regular appointment:

- (1) The employee will pay one-half (½) the cost of their first uniform; the Company will pay the full cost of future uniforms; payments will not be deducted until the completion of the probationary period. If employment is terminated by the Company during the probationary period, the uniforms will be returned.
- (2) Uniforms will be worn only on Company duty.
- (3) Uniforms must be carefully cared for and are subject to inspection by officials of the Company.
- (4) Uniforms must be kept neat and tidy at all times.
- (5) If uniform is rendered unfit for wear because of neglect or abuse on the part of the employee, he/she shall be liable to replace the uniform at their own expense.
- (6) If damaged or worn out in the course of normal duties, uniforms or parts thereof will be replaced at the discretion of the supervisor.

## (7) ISSUING OF UNIFORMS

**NOTE: A joint committee of union and management will be established to determine the type and amount of clothing and uniforms required in regard to Article 14.1 (7) and (8) to be completed by December 31<sup>st</sup>, 2008.**

**14.2 GENERAL CLOTHING - EMPLOYEES OTHER THAN CSFRs AND SECURITY GUARDS**

## (1) GLOVES

- (A) Special work - Suitable gloves will be furnished to all employees while they are engaged in handling lead cables or working in connection with filling or draining oil from transformers, and to other employees when considered necessary by the Company.
- (B) Regular Line Department work - Suitable work gloves shall be furnished to all Line Department personnel. These will be issued on a replacement basis, i.e., Supervisor will arrange for new issues once worn-out gloves are turned in.

**14.3 FOOTWEAR AND COVERALLS**

Employees engaged in the internal cleaning of air heaters, condensers, cooling water lines, and the desludging and internal cleaning of oil storage tanks, wheel pits and rotors will be furnished with footwear and coveralls, and employees using the transformer oil filtering equipment will be provided with suitable protective footwear.

**14.4 COVERALLS OR OVERALLS**

The Company agrees to supply coveralls or overalls to those employees who by the nature of their work find it necessary to wear them. These will be issued on a replacement basis; that is, Supervisors will arrange for new issues once worn-out articles are turned in. The Company shall make every effort to keep an adequate stock on hand so that they will be available when needed.

**14.5 WATERPROOF CLOTHING**

The Company will provide rubber footwear equipped with safety toe-caps and other necessary waterproof clothing to employees actually working in conditions where they are likely to get wet because of rain, snow or other storm conditions.

**14.6 TOOLS**

- (1) Employees shall supply their own basic hand tools and equipment according to established practice in the various trades, and such tools shall be replaced by the Company immediately, if available, with tools of similar quality for all regular

employees with more than two (2) years' service in their trade with the Company, whenever they may become worn out or otherwise unfit for further use. Tools replaced by the Company will become the property of the employee; however, in no case will tools be replaced unless and until the old tools are turned over to the Company. Employees may be required to pay the difference in price if the tool being replaced is of inferior quality.

- (2) The Company will supply all Apprentice Powerline Technician's gear and all replacement of Powerline Technician's gear and, in general, supply all other heavy or special tools required in the various trades at the discretion of the Company. Apprentices failing to complete course will return equipment to the Company. Employees shall be responsible for the safe return of all Company tools and will be required to pay for tools lost or damaged through abuse or carelessness.

#### 14.7 PROTECTIVE FOOTWEAR

As a condition of employment, protective footwear shall be worn by all regular personnel who are covered by this Collective Agreement. The Company agrees to supply, at no charge to the employee, one pair of protective footwear per year. Protective footwear shall be ordered from the supplier not later than May 1 of each year. It shall be a condition of employment for probationary employees to report to work with protective footwear. If the probationary employee becomes a regular employee, he/she shall be reimbursed for their protective footwear and shall qualify again for their protective footwear in the second and subsequent years of their employment. It is understood and agreed that protective footwear supplied by the Company which is defective shall be replaced when the defects are first reported to the Company.

The Company shall replace any protective footwear which is damaged in an on-job accident, i.e. an accident requiring a full written report.

### **ARTICLE 15 - CLASSIFICATIONS AND HOURLY WAGE RATES**

#### NOTES:

- Lead Hand rate is calculated as 105% of the job rate
- Employees who work overtime in any pay period shall receive a copy of their time voucher showing a breakdown of the hours worked.
- Power Engineers and Auxiliary Power Engineers are required to hold a minimum of a second class power engineer ticket.
- Apprentices when hired in all classifications shall be indentured as such.
- Progress from one six (6) month period to the next is contingent upon completion of that portion of the prescribed course of studies.

- Exceptions to above will be administered by the training supervisor and/or the apprenticeship committee.
- When an apprentice is in a recognized in-house NSPI apprenticeship program and has received their designation, they will start off at 80% of the rate for their classification.
- **For application of Shift Differential, please refer to the LOU dated 15 January, 2008 and Article 16.6.**

JOB CLASSIFICATION	Wage	Wage	Wage	Wage	Wage	Wage
	Rate 2007 07-27 2.5%	Rate 2007 12-28 \$1.50	Rate 2008 12-26 3.5%	Rate 2010 03-05 4%	Rate 2010 10-01 \$1.00	Rate 2011 03-04 4%
Powerline Technician (Shift)	29.70	31.20	32.30	33.59	34.59	35.97
Leading Powerline Technician	29.70	31.28	32.37	33.66	34.71	36.10
Powerline Technician	28.29	29.79	30.83	32.06	33.06	34.38
Tech Powerline Trainee 1 <sup>st</sup> 6 mos. (55%)	15.56	16.38	16.96	17.63	18.18	18.91
Tech Powerline Trainee 2 <sup>nd</sup> 6 mos. (60%)	16.97	17.87	18.50	19.24	19.84	20.63
Tech Powerline App. 3 <sup>rd</sup> 6 mos. (65%)	18.39	19.36	20.04	20.84	21.49	22.35
Tech Powerline App. 4 <sup>th</sup> 6 mos. (70%)	19.80	20.85	21.58	22.44	23.14	24.07
Tech Powerline App. 5 <sup>th</sup> 6 mos. (80%)	22.63	23.83	24.66	25.65	26.45	27.50
Tech Powerline App. 6 <sup>th</sup> 6 mos. (85%)	24.05	25.32	26.21	27.25	28.10	29.22
Tech Powerline App. 7 <sup>th</sup> 6 mos. (90%)	25.46	26.81	27.75	28.85	29.75	30.94
Tech Powerline App. 8 <sup>th</sup> 6 mos. (95%)	26.88	28.30	29.29	30.46	31.41	32.66
Electrician Leading	29.13	30.70	31.77	33.04	34.09	35.46
Electrician (Shift)	27.74	29.24	30.26	31.47	32.47	33.77
Leading Electrician	29.13	30.70	31.77	33.04	34.09	35.46
Electrician	27.74	29.24	30.26	31.47	32.47	33.77
Electrician Helper (80%)	22.19	23.39	24.21	25.18	25.98	27.02
Electrician Apprentice 1 <sup>st</sup> 6 mos. (55%)	15.26	16.08	16.64	17.31	17.86	18.57
Electrician Apprentice 2 <sup>nd</sup> 6 mos. (60%)	16.64	17.54	18.16	18.88	19.48	20.26
Electrician Apprentice 3 <sup>rd</sup> 6 mos. (65%)	18.03	19.01	19.67	20.46	21.11	21.95
Electrician Apprentice 4 <sup>th</sup> 6 mos. (70%)	19.42	20.47	21.18	22.03	22.73	23.64
Electrician Apprentice 5 <sup>th</sup> 6 mos. (80%)	22.19	23.39	24.21	25.18	25.98	27.02
Electrician Apprentice 6 <sup>th</sup> 6 mos. (85%)	23.58	24.85	25.72	26.75	27.60	28.71
Electrician Apprentice 7 <sup>th</sup> 6 mos. (90%)	24.97	26.32	27.23	28.32	29.22	30.39
Electrician Apprentice 8 <sup>th</sup> 6 mos. (95%)	26.35	27.78	28.75	29.90	30.85	32.08
Electrician App. (Shift) 1 <sup>st</sup> 6 mos. (55%)	15.26	16.08	16.64	17.31	17.86	18.57

JOB CLASSIFICATION	Wage	Wage	Wage	Wage	Wage	Wage
	Rate 2007 07-27 2.5%	Rate 2007 12-28 \$1.50	Rate 2008 12-26 3.5%	Rate 2010 03-05 4%	Rate 2010 10-01 \$1.00	Rate 2011 03-04 4%
Electrician App. (Shift) 2 <sup>nd</sup> 6 mos. (60%)	16.64	17.54	18.16	18.88	19.48	20.26
Electrician App. (Shift) 3 <sup>rd</sup> 6 mos. (65%)	18.03	19.01	19.67	20.46	21.11	21.95
Electrician App. (Shift) 4 <sup>th</sup> 6 mos. (70%)	19.42	20.47	21.18	22.03	22.73	23.64
Electrician App. (Shift) 5 <sup>th</sup> 6 mos. (80%)	22.19	23.39	24.21	25.18	25.98	27.02
Electrician App. (Shift) 6 <sup>th</sup> 6 mos. (85%)	23.58	24.85	25.72	26.75	27.60	28.71
Electrician App. (Shift) 7 <sup>th</sup> 6 mos. (90%)	24.97	26.32	27.23	28.32	29.22	30.39
Electrician App. (Shift) 8 <sup>th</sup> 6 mos. (95%)	26.35	27.78	28.75	29.90	30.85	32.08
Quality Technician	30.61	32.11	33.23	34.56	35.56	36.98
Leading Electrical Technician	30.59	32.16	33.29	34.62	35.67	37.10
Electrical Technician	29.13	30.63	31.70	32.97	33.97	35.33
Electrical Tech App. 5 <sup>th</sup> 6 mos. (80%)	23.30	24.50	25.36	26.38	27.18	28.26
Electrical Tech App. 6 <sup>th</sup> 6 mos. (85%)	24.76	26.04	26.95	28.03	28.88	30.03
Electrical Tech App. 7 <sup>th</sup> 6 mos. (90%)	26.22	27.57	28.53	29.67	30.57	31.80
Electrical Tech App. 8 <sup>th</sup> 6 mos. (95%)	27.67	29.10	30.12	31.32	32.27	33.56
System Operator – Transmission	38.16	39.66	41.05	42.69	43.69	45.44
System Operator – Energy	36.01	37.51	38.82	40.37	41.37	43.03
System Operator – Hydro	35.17	36.67	37.95	39.47	40.47	42.09
System Operator – Distribution	34.48	35.98	37.24	38.73	39.73	41.32
Leading Meterperson	29.13	30.70	31.77	33.04	34.09	35.46
Meterperson	27.74	29.24	30.26	31.47	32.47	33.77
Leading Garage Mechanic	29.13	30.70	31.77	33.04	34.09	35.46
Garage Mechanic	27.74	29.24	30.26	31.47	32.47	33.77
Garage Mechanic Helper (80%)	22.19	23.39	24.21	25.18	25.98	27.02
Garage Mechanic App. 1 <sup>st</sup> 6 mos. (55%)	15.26	16.08	16.64	17.31	17.86	18.57
Garage Mechanic App. 2 <sup>nd</sup> 6 mos. (60%)	16.64	17.54	18.16	18.88	19.48	20.26
Garage Mechanic App. 3 <sup>rd</sup> 6 mos. (65%)	18.03	19.01	19.67	20.46	21.11	21.95
Garage Mechanic App. 4 <sup>th</sup> 6 mos. (70%)	19.42	20.47	21.18	22.03	22.73	23.64
Garage Mechanic App. 5 <sup>th</sup> 6 mos. (80%)	22.19	23.39	24.21	25.18	25.98	27.02



JOB CLASSIFICATION	Wage	Wage	Wage	Wage	Wage	Wage
	Rate 2007 07-27 2.5%	Rate 2007 12-28 \$1.50	Rate 2008 12-26 3.5%	Rate 2010 03-05 4%	Rate 2010 10-01 \$1.00	Rate 2011 03-04 4%
Garage Mechanic App. 6 <sup>th</sup> 6 mos. (85%)	23.58	24.85	25.72	26.75	27.60	28.71
Garage Mechanic App. 7 <sup>th</sup> 6 mos. (90%)	24.97	26.32	27.23	28.32	29.22	30.39
Garage Mechanic App. 8 <sup>th</sup> 6 mos. (95%)	26.35	27.78	28.75	29.90	30.85	32.08
Wiring Inspector	29.11	30.61	31.68	32.95	33.95	35.31
Customer Service Field Rep (CSFR)	23.44	23.44	24.26	25.23	25.23	26.24
CSFR Learner (1 <sup>st</sup> Yr. – 85%)	19.92	19.92	20.62	21.45	21.45	22.30
Meter Reader	14.35	14.35	14.85	15.44	15.44	16.06
Leading Power Engineer	31.95	33.53	34.70	36.09	37.14	38.63
Power Engineer	30.43	31.93	33.05	34.37	35.37	36.79
Auxiliary Power Engineer	30.43	31.93	33.05	34.37	35.37	36.79
Auxiliary Power Engineer 2 <sup>nd</sup> (96%)	29.21	30.65	31.73	33.00	33.96	35.32
Auxiliary Power Engineer 3 <sup>rd</sup> (93%)	28.30	29.69	30.74	31.96	32.89	34.21
Power Engineer App. 1 <sup>st</sup> 6 mos. (50%)	15.22	15.97	16.53	17.19	17.69	18.40
Power Engineer App. 2 <sup>nd</sup> 6 mos. (55%)	16.74	17.56	18.18	18.90	19.45	20.24
Power Engineer App. 3 <sup>rd</sup> 6 mos. (60%)	18.26	19.16	19.83	20.62	21.22	22.07
Power Engineer App. 4 <sup>th</sup> 6 mos. (65%)	19.78	20.75	21.48	22.34	22.99	23.91
Power Engineer App. 5 <sup>th</sup> 6 mos. (75%)	22.83	23.95	24.79	25.78	26.53	27.59
Power Engineer App. 6 <sup>th</sup> 6 mos. (80%)	24.34	25.54	26.44	27.50	28.30	29.43
Power Engineer App. 7 <sup>th</sup> 6 mos. (85%)	25.87	27.14	28.09	29.22	30.07	31.27
Power Engineer App. 8 <sup>th</sup> 6 mos. (90%)	27.39	28.74	29.75	30.93	31.83	33.11
Operator Learner 4 <sup>th</sup> Class	18.46	18.46	19.11	19.88	19.88	20.67
Operator Learner 3 <sup>rd</sup> Class (75%)	22.82	23.95	24.79	25.78	26.53	27.59
Aux. Power Engineer App. 1 <sup>st</sup> 6 mos. (50%)	15.22	15.97	16.53	17.19	17.69	18.40
Aux. Power Engineer App. 2 <sup>nd</sup> 6 mos. (55%)	16.74	17.56	18.18	18.90	19.45	20.24
Aux. Power Engineer App. 3 <sup>rd</sup> 6 mos. (60%)	18.26	19.16	19.83	20.62	21.22	22.07
Aux. Power Engineer App. 4 <sup>th</sup> 6 mos. (65%)	19.78	20.75	21.48	22.34	22.99	23.91
Aux. Power Engineer App. 5 <sup>th</sup> 6 mos. (75%)	22.82	23.95	24.79	25.78	26.53	27.59
Aux. Power Engineer App. 6 <sup>th</sup> 6 mos. (80%)	24.34	25.54	26.44	27.50	28.30	29.43

JOB CLASSIFICATION	Wage	Wage	Wage	Wage	Wage	Wage
	Rate 2007 07-27 2.5%	Rate 2007 12-28 \$1.50	Rate 2008 12-26 3.5%	Rate 2010 03-05 4%	Rate 2010 10-01 \$1.00	Rate 2011 03-04 4%
Aux. Power Engineer App. 7 <sup>th</sup> 6 mos. (85%)	25.87	27.14	28.09	29.22	30.07	31.27
Aux. Power Engineer App. 8 <sup>th</sup> 6 mos. (90%)	27.39	28.74	29.75	30.93	31.83	33.11
Leading Gas Turbine Attendant Operator	29.13	30.70	31.77	33.04	34.09	35.46
Gas Turbine Attendant Operator	27.74	29.24	30.26	31.47	32.47	33.77
Gas Turbine Attendant App. 1 <sup>st</sup> 6 mos. (55%)	15.26	16.08	16.64	17.31	17.86	18.57
Gas Turbine Attendant App. 2 <sup>nd</sup> 6 mos. (60%)	16.64	17.54	18.16	18.82	19.48	20.26
Gas Turbine Attendant App. 3 <sup>rd</sup> 6 mos. (65%)	18.03	19.01	19.67	20.46	21.11	21.95
Gas Turbine Attendant App. 4 <sup>th</sup> 6 mos. (70%)	19.42	20.47	21.18	22.03	22.73	23.64
Gas Turbine Attendant App. 5 <sup>th</sup> 6 mos. (80%)	22.19	23.39	24.21	25.18	25.98	27.02
Gas Turbine Attendant App. 6 <sup>th</sup> 6 mos. (85%)	23.58	24.85	25.72	26.75	27.60	28.71
Gas Turbine Attendant App. 7 <sup>th</sup> 6 mos. (90%)	24.97	26.32	27.23	28.32	29.22	30.39
Gas Turbine Attendant App. 8 <sup>th</sup> 6 mos. (95%)	26.35	27.78	28.75	29.90	30.85	32.08
Leading Maintenance Person	29.71	31.28	32.37	33.66	34.71	36.10
Leading Maintenance Person (Shift)	29.71	31.28	32.37	33.66	34.71	36.10
Maintenance Person (Certified)	28.29	29.79	30.83	32.06	33.06	34.38
Maintenance Person (Certified)(Shift)	28.29	29.79	30.83	32.06	33.06	34.38
Maintenance Person Helper (80%)	22.63	23.83	24.66	25.65	26.45	27.50
Maintenance Pers. App. 1 <sup>st</sup> 6 mos. (55%)	15.56	16.38	16.96	17.63	18.18	18.91
Maintenance Pers. App. 2 <sup>nd</sup> 6 mos. (60%)	16.97	17.87	18.50	19.24	19.84	20.63
Maintenance Pers. App. 3 <sup>rd</sup> 6 mos. (65%)	18.39	19.36	20.04	20.84	21.49	22.35
Maintenance Pers. App. 4 <sup>th</sup> 6 mos. (70%)	19.80	20.85	21.58	22.44	23.14	24.07
Maintenance Pers. App. 5 <sup>th</sup> 6 mos. (80%)	22.63	23.83	24.66	25.65	26.45	27.50
Maintenance Pers. App. 6 <sup>th</sup> 6 mos. (85%)	24.05	25.32	26.21	27.25	28.10	29.22
Maintenance Pers. App. 7 <sup>th</sup> 6 mos. (90%)	25.46	26.81	27.75	28.85	29.75	30.94
Maintenance Pers. App. 8 <sup>th</sup> 6 mos. (95%)	26.88	28.30	29.29	30.46	31.41	32.66
Maintenance Pers. App. (Shift) 1 <sup>st</sup> 6 mos. (55%)	15.56	16.38	16.96	17.63	18.18	18.91
Maintenance Pers. App. (Shift) 2 <sup>nd</sup> 6 mos. (60%)	16.97	17.87	18.50	19.24	19.84	20.63
Maintenance Pers. App. (Shift) 3 <sup>rd</sup> 6 mos. (65%)	18.39	19.36	20.04	20.84	21.49	22.35
Maintenance Pers. App. (Shift) 4 <sup>th</sup> 6 mos. (70%)	19.80	20.85	21.58	22.44	23.14	24.07
Maintenance Pers. App. (Shift) 5 <sup>th</sup> 6 mos. (80%)	22.63	23.83	24.66	25.65	26.45	27.50

JOB CLASSIFICATION	Wage	Wage	Wage	Wage	Wage	Wage
	Rate 2007 07-27 2.5%	Rate 2007 12-28 \$1.50	Rate 2008 12-26 3.5%	Rate 2010 03-05 4%	Rate 2010 10-01 \$1.00	Rate 2011 03-04 4%
Maintenance Pers. App. (Shift) 6 <sup>th</sup> 6 mos. (85%)	24.05	25.32	26.21	27.25	28.10	29.22
Maintenance Pers. App. (Shift) 7 <sup>th</sup> 6 mos. (90%)	25.46	26.81	27.75	28.85	29.75	30.94
Maintenance Pers. App. (Shift) 8 <sup>th</sup> 6 mos. (95%)	26.88	28.30	29.29	30.46	31.41	32.66
Leading Carpenter	29.13	29.13	30.15	31.35	31.35	32.60
Carpenter	27.74	27.74	28.71	29.86	29.86	31.05
Leading Power Plant Technician II	32.12	33.69	34.87	36.27	37.32	38.81
Power Plant Technician II	30.59	32.09	33.21	34.54	35.54	36.96
Power Plant Technician II (Shift)	30.59	32.09	33.21	34.54	35.54	36.96
Leading Power Plant Technician I	30.59	32.16	33.29	34.62	35.67	37.10
Power Plant Technician I	29.13	30.63	31.70	32.97	33.97	35.33
Power Plant Technician I (Shift)	29.13	30.63	31.70	32.97	33.97	35.33
Power Plant Tech. I App. 5 <sup>th</sup> 6 mos. (80%)	23.30	24.50	25.36	26.38	27.18	28.26
Power Plant Tech. I App. 6 <sup>th</sup> 6 mos. (85%)	24.76	26.04	26.95	28.03	28.88	30.03
Power Plant Tech. I App. 7 <sup>th</sup> 6 mos. (90%)	26.22	27.57	28.53	29.67	30.57	31.80
Power Plant Tech. I App. 8 <sup>th</sup> 6 mos. (95%)	27.67	29.10	30.12	31.32	32.27	33.56
Power Plant Tech I App. (Shift) 5 <sup>th</sup> 6 mos. (80%)	23.30	24.50	25.36	26.38	27.18	28.26
Power Plant Tech I App. (Shift) 6 <sup>th</sup> 6 mos. (85%)	24.76	26.04	26.95	28.03	28.88	30.03
Power Plant Tech I App. (Shift) 7 <sup>th</sup> 6 mos. (90%)	26.22	27.57	28.53	29.67	30.57	31.80
Power Plant Tech I App. (Shift) 8 <sup>th</sup> 6 mos. (95%)	27.67	29.10	30.12	31.32	32.27	33.56
Leading Painter	29.13	29.13	30.15	31.35	31.35	32.60
Painter	27.74	27.74	28.71	29.86	29.86	31.05
Painter Helper (80%)	22.19	22.19	22.97	23.89	23.89	24.84
Leading Meter Tester	29.13	29.13	30.15	31.35	31.35	32.60
Meter Tester	27.74	27.74	28.71	29.86	29.86	31.05
Meter Tester Helper (80%)	22.19	22.19	22.97	23.89	23.89	24.84
Leading Protective Equipment Tester	29.13	29.13	30.15	31.35	31.35	32.60

JOB CLASSIFICATION	Wage	Wage	Wage	Wage	Wage	Wage
	Rate 2007 07-27 2.5%	Rate 2007 12-28 \$1.50	Rate 2008 12-26 3.5%	Rate 2010 03-05 4%	Rate 2010 10-01 \$1.00	Rate 2011 03-04 4%
Protective Equipment Tester	27.74	27.74	28.71	29.86	29.86	31.05
Fuels Analyst	23.08	23.08	23.89	24.85	24.85	25.84
Fuels Analyst Learner 2 <sup>nd</sup> Yr. (80%)	18.46	18.46	19.11	19.88	19.88	20.67
Fuels Analyst Learner 1 <sup>st</sup> Yr. (65%)	15.00	15.00	15.53	16.15	16.15	16.80
Leading Storekeeper	24.96	24.96	25.83	26.86	26.86	27.93
Storekeeper	23.77	23.77	24.60	25.58	25.58	26.60
Storekeeper Learner 2 <sup>nd</sup> Yr. (90%)	21.39	21.39	22.14	23.02	23.02	23.94
Storekeeper Learner 1 <sup>st</sup> Yr. (80%)	19.02	19.02	19.68	20.46	20.46	21.28
Storekeeper Helper (77%)	18.30	18.30	18.94	19.70	19.70	20.48
Leading Utilityworker	24.23	24.23	25.09	26.09	26.09	27.13
Utilityworker I	23.08	23.08	23.89	24.85	24.85	25.84
Utilityworker II (80% Of I)	18.46	18.46	19.11	19.88	19.88	20.67
Utilityworker III (62% Of I)	14.31	14.31	14.81	15.41	15.41	16.02
Leading Utilityworker (Shift)	24.23	24.23	25.09	26.09	26.09	27.13
Utilityworker I (Shift)	23.08	23.08	23.89	24.85	24.85	25.84
Utilityworker II (Shift) (80%)	18.46	18.46	19.11	19.88	19.88	20.67
Utilityworker III (Shift) (62%)	14.31	14.31	14.81	15.41	15.41	16.02
Leading Utilityworker Oil Filter Operator	26.34	26.34	27.26	28.35	28.35	29.48
Utilityworker Oil Filter Operator	25.08	25.08	25.96	27.00	27.00	28.08
Utilityworker Oil Filter Learner 2 <sup>nd</sup> Yr. (90%)	22.57	22.57	23.37	24.30	24.30	25.27
Utilityworker Oil Filter Learner 1 <sup>st</sup> Yr. (80%)	20.07	20.07	20.77	21.60	21.60	22.46
Leading Utility Operator	26.43	26.43	27.35	28.44	28.44	29.58
Utility Operator	25.17	25.17	26.05	27.09	27.09	28.17
Utility Operator Learner 1 <sup>st</sup> Yr. (85%)	21.40	21.40	22.14	23.03	23.03	23.95
Leading Groundhand Equipment Operator	24.96	24.96	25.83	26.86	26.86	27.93
Groundhand Equipment Operator	23.77	23.77	24.60	25.58	25.58	26.60
Groundhand Equip. Op. Learner 1 <sup>st</sup> Yr. (89%)	21.16	21.16	21.89	22.77	22.77	23.68

JOB CLASSIFICATION	Wage	Wage	Wage	Wage	Wage	Wage
	Rate 2007 07-27 2.5%	Rate 2007 12-28 \$1.50	Rate 2008 12-26 3.5%	Rate 2010 03-05 4%	Rate 2010 10-01 \$1.00	Rate 2011 03-04 4%
Janitor Leading	14.30	14.30	14.81	15.39	15.39	16.01
Janitor	13.62	13.62	14.10	14.66	14.66	15.25

## ARTICLE 16 - WAGE PREMIUMS

### 16.1 TRADES

(1) Leading Hands - Trades (Temporary Appointments)

An employee, when assigned to a Leading Hand classification on a temporary basis, shall receive the hourly rate for that classification for all time worked when, at the sole discretion of the Company, so designated.

(2) Supervisor - Trades (Temporary Appointments)

An employee, assigned by their Supervisor to replace an employee outside the bargaining unit, will be paid a premium of 10% an hour above the Leading Hand rate when, at the sole discretion of the Company, so designated.

(3) Planners (Customer Operations) Temporary Appointments

An employee assigned by his/her supervisor to replace an employee outside the bargaining unit for a period of eight (8) hours or more will be paid eighty cents (\$0.80) an hour above the leadhand rate when, at the sole discretion of the Company, so designated.

(4) The Company agrees to pay a premium to employees recognized for their multi-trades certification as outlined in Article 6.10. The rate of pay will be 5% above the highest rate classification held by the multi-trade employee.

(5) **Team Leader – Leading System Operator – The decision to utilize a Team Leader or Leading System Operator will be at the sole discretion of management and this decision will be evaluated by management on a situation by situation basis. Where management determines a Team Leader or a Leading System Operator is required, employees in that position shall be paid at a rate calculated as one hundred and five (105%) percent of the employee's hourly rate.**

## 16.2 GENERAL AND OTHER

### (1) Leading Hands (Temporary Appointments)

An employee, when assigned to a Leading Hand classification on a temporary basis, shall receive the hourly rate for that classification for all time worked when, at the sole discretion of the Company, so designated.

### (2) Supervisor (Temporary Appointments)

An employee, assigned by their Supervisor to replace an employee outside the bargaining unit, will be paid a premium of ten percent (10%) an hour above the Leading Hand rate when, at the sole discretion of the Company, so designated

### (3) An employee holding a valid operator's certificate for operating an overhead or mobile crane will receive an amount equal to five percent (5%) of their hourly rate, in addition to their hourly rate, for the time the work is being performed. The premium will be paid for a minimum of one hour.

## 16.3 DURATION

Temporary assignments of regular employees under 16.1 (1), (2), and 16.2 (1), (2), shall not exceed six (6) months provided, however, that such temporary appointments may exceed the six (6) months on specific projects and in such case may be made for the duration of the project.

## 16.4 HEIGHT PAY

All Powerline Technicians or other employees working at a height of 22.9m (75 feet) or over, above the base of a tower, pole, stack or working at a height of 22.9m (75 feet) or more in a bosuns chair or swing staging will receive an amount equal to one-half the regular rate, in addition to the prevailing rate at the time the work is being performed. The premium will be paid for a minimum of one hour.

## 16.5 DIRTY WORK

The internal work and cleaning of condensers and cooling water lines, the desludging and internal cleaning of oil storage tanks, the internal work in the flue gas passages of the boilers, internal work on pulverizers, work below manhole covers in hydro plants, work on wheel pits, creosoting pipe lines, internal work on coal crushers and trimming in coal bunkers, shall be defined as "dirty work" and employees engaged in this work shall be paid at the rate of \$0.15 per hour in addition to their regular rate while so engaged in such work.

**16.6 SHIFT DIFFERENTIAL**

A shift differential equal to 4% of the Power Engineer's regular hourly rate will be added for the 4:00PM -12:00AM shift.

A shift differential equal to 10% of the Power Engineer's regular hourly rate will be added to the 12:00AM -8:00AM shift.

For pay purposes, Shift Differential for the Power Engineers will be paid as an average of 4.67% of the Power Engineers' regular hourly rates as shown in Article 15.

## **ARTICLE 17 - SAFETY**

The Company and the Union agree to the following policies and objectives:

- (1) To completely integrate safety within production and operations.
- (2) The Company will supply adequate tools, equipment and protective devices so that all operations of the Company may be performed in as safe a manner as practical.
- (3) To see that employees are at all times kept familiar with the general and special practices for the safe conduct of their work.
- (4) To see that its safety measures and recommendations which apply are in all cases carried out by the employees and that the current Nova Scotia Power Incorporated Safety Manual, with amendments and additions, shall be read with and form part of this Collective Agreement.
- (5) The Safety Manual may be amended by negotiations between the Company and a committee of the Union composed of the Business Manager, Assistant Business Manager, and the President of the Local Union who shall have the power to settle without ratification.
- (6) To see that tools and safety equipment supplied by the Company are properly taken care of at all times by personnel to whom issued.
- (7) The Company and Union agree to set up within each region, a sub-committee from members of now existing regional safety committees for the purpose of investigating all burn accidents and all other serious injury accidents. Each joint regional sub-committee with equal representation from Union and Management will investigate these accidents within their own regions and will report their findings to the Regional Safety Committee.
- (8) Joint Safety Committees will be formed in each region, thermal plant and other departments comprising equal Company and Union representatives. These

Committees shall meet monthly and in conjunction with Labour-Management meetings when applicable.

- (9) All Union representatives serving on Joint Safety Committee will be permitted to attend these meetings without loss of pay.
- (10) Matters connected with Safety should ordinarily be brought to the Joint Safety Committees; however, the Company agrees to discuss any particular aspect of safety with the Union upon request.
- (11) The Company agrees that at least one hour per month on a designated day, when practical, shall be made available to all employees engaged in electrical work for the purpose of safety education. Safety education shall be provided during regular working hours to other employees when necessary.
- (12) The Company may require an annual medical examination of employees, and a medical examination performed by a physician appointed by the Company at such other times as may be required to ensure that employees are physically fit to perform the normal duties of the job involved. In such cases a medical practitioner's certificate may be required.
- (13) The Company and the Union acknowledge the obligation to comply with the Occupational Health and Safety Act (NS).
- (14) An employee on standby who is called out on a trouble call shall call another qualified Powerline Technician (which shall include tradespersons in their final year of apprenticeship) to accompany him/her on the trouble call except:
  - (A) In cities or towns
  - (B) Where travel distance from the residence of the employee on standby to the trouble location does not exceed 19.308 km (twelve [12] miles).
  - (C) Where the problem has been clearly identified as being associated with the customer's secondary voltage supply.

**NOTE:** Lead-hand pay as provided for under Clause 7.13(4) shall not apply under these circumstances.

## **ARTICLE 18 - GRIEVANCE PROCEDURE**

The Company and the Union agree to the following procedure for the purpose of assisting in the adjustment of differences arising between the parties concerning the meaning or violation of the terms of this Agreement or concerning a complaint of disciplinary or dismissal action taken against any employee, or any term or condition of employment of this agreement being altered.



Any difference arising directly between the Union and the Company may be submitted in writing by either party at Step 4 of the grievance procedure. A grievance by the Company shall be submitted to the Business Manager of the Union and a grievance by the Union shall be submitted to the General Manager, Human Resources. The time limits of Article 18.4 (1) shall apply to the above grievances. Should the matters not be resolved within the time specified, the provisions of Article 18.4 (2) may be invoked.

#### **18.1 STEP 1**

The employee, employees and/or the Shop Steward, and the Supervisor in charge will discuss and, if possible, settle such matters. If the matter discussed cannot be settled by the shop steward and the Supervisor in charge, then the grievance shall be reduced to writing and the Supervisor shall give their decision in writing within four (4) working days after such discussion. This and all subsequent steps of the procedure shall be in writing.

#### **18.2 STEP 2**

Failing settlement of Step 1, the Local Union grievance committee shall, within five (5) working days, meet with the field manager (e.g. Superintendent) to discuss the matter, and he/she shall give their decision within five (5) working days. Such grievance committee shall consist of at least two (2) but not more than three (3) persons. In case of dismissal, safety or health, grievances may be presented at Step 2.

#### **18.3 STEP 3**

Failing settlement at Step 2, the matter shall be submitted by the Union to the designated Manager within seven (7) working days, who shall give their decision within five (5) working days.

#### **18.4 STEP 4**

- (1) Failing settlement at Step 3, the matter shall be referred within ten (10) working days to the Business Unit General Manager or their designee for discussion and a decision within ten (10) working days. If not referred to the above, the grievance shall be deemed abandoned.
- (2) Any grievance not resolved at Step 4 may be referred to Arbitration, and the request for Arbitration shall be made within twenty (20) working days after the receipt of the decision of the discussions in Step 4.

The Company may refuse to consider any complaint or grievance which is presented to the Company under Step 1 not later than ten (10) working days from the date the Shop Steward/Business Manager of the Local Union became aware of the circumstances giving rise to such complaint or grievance.

Where there is an alleged violation of the Agreement, the circumstances of which apply to more than one employee, a group grievance may be filed by the Union on behalf of such employees.

Time limits as specified in this procedure may be extended by mutual consent of the parties hereto.

## **ARTICLE 19 - ARBITRATION**

- (1) When either party requests that the matter be submitted to Arbitration, such request shall be made in writing to the other party to this Agreement, and the notice shall contain the name of the proposed single Arbitrator. The single Arbitrator costs shall be shared by the parties concerned.
- (2) If the parties fail to agree on the appointment of a single Arbitrator within five (5) working days, the Minister of Labour for the province shall be requested to make such appointment.
- (3) The decision of the Arbitrator shall be final and binding.
- (4) No person shall be appointed as Arbitrator who has previously been involved in an attempt to settle the grievance.
- (5) No matter may be submitted to arbitration which has not been properly carried through all steps of the grievance procedure as outlined in Article 18.
- (6) Decisions of the Arbitrator shall be limited to the specific grievance referred to Arbitration. The Arbitrator shall not be authorized to render a decision inconsistent with the provision of this Agreement nor to alter, modify, amend, or supplement any part of this Agreement.
- (7) The Arbitrator shall have the power to substitute for the discharge or discipline any other penalty that to the Arbitrator seems just and reasonable in the circumstances.

## **ARTICLE 20 - RETIREMENT & PENSIONS**

### **20.1 NORMAL RETIREMENT**

Employees of the Company, covered by this Agreement, shall retire from the service of the Company upon reaching the age of 65 years. The effective date of retirement shall be the first day of the month following that in which age 65 is attained.

## 20.2 VOLUNTARY EARLY RETIREMENT

- (1) Regular employees covered by this Agreement may retire voluntarily upon reaching the age of 55 years with a total of age plus service equal to at least 85. The actual date of retirement shall be the first day of the month following that in which age 55 is attained.
  - (A) In respect of service after the Effective Date (July 1, 2004) for members who terminate prior to age 55: Unreduced Retirement would be provided at the earlier of a) age 65 and, b) age 55 with 85 points (age plus continuous service). Members have a .5% per month reduction to their pension for each month that their actual retirement date precedes the date they would have been eligible for the unreduced retirement (based on continuous service at termination/retirement). The unreduced retirement date is unchanged for the pension accrued prior to the Effective Date.
  - (B) For members who retire from active service (i.e., after age 55): Unreduced Retirement would be provided at the earlier of a) age 62 and 15 years of service, b) age 55 with 85 points (age plus continuous service), and c) age 65. Members have a .5% per month reduction to their pension for each month that their actual retirement date precedes the date they would have been eligible for the unreduced retirement (based on continuous service at termination/retirement).
- (2) That portion of an employee's retirement pension payable under the provisions of the Pension Plan for Employees of Nova Scotia Power Incorporated shall not be actuarially reduced because of Voluntary Early Retirement provided for in (1) above.
- (3) That portion of an employee's retirement pension payable under the provisions of residual pension plans of utilities previously acquired by the former Nova Scotia Power Commission, or, that have been acquired by the Nova Scotia Power Corporation shall not be actuarially reduced.

## 20.3 REHIRING AFTER RETIREMENT

Once an employee has been retired, he/she becomes ineligible for rehiring in a regular position covered by this Agreement except under special circumstances mutually agreeable to the Company and to the Union.

## 20.4 PARTICIPATION IN PENSION PLAN FOR EMPLOYEES OF NSPI

All regular employees in the classifications covered by this Agreement shall, as a condition of employment, participate in this Plan.

**20.5 ENTITLEMENTS FROM PENSION PLAN FOR EMPLOYEES OF NSPI**

All benefits, privileges and rights to pension will be in accordance with the provisions of this Plan.

**20.6 ENTITLEMENTS FROM OTHER PENSION PLANS**

Employees in the service of utilities at the time of their purchase by the former Nova Scotia Power Commission and all employees of utilities acquired by Nova Scotia Power Corporation will have that portion of their pension entitlements, if any, resulting from their service in these other utilities, calculated in accordance with the provisions of the particular Pension Plan in effect in the respective utilities at the time of purchase, or at the time of the employees joining the Nova Scotia Public Service Superannuation Plan.

**20.7 NOVA SCOTIA LIGHT AND POWER COMPANY, LIMITED IMPROVED PENSION PLAN**

The Company agrees that it will not amend the Nova Scotia Light and Power Company, Limited Improved Pension Plan so as to reduce in any way the rights, benefits and privileges presently contained in the Plan of employees of the former N.S.L.&P., and portion of whose pension benefits will be paid from funds accumulated under this Plan.

The Company guarantees that the total pension entitlement of each participant in the Improved Pension Plan will be protected to the extent that he/she will receive at retirement a Pension of no less than he/she would have received if he/she had remained a participant in the Improved Pension Plan until retirement and in addition, the amount of their entitlement under the Canada Pension Plan based on the Plan as it existed on January 27, 1972.

**20.8 AMENDMENTS**

In the event of a request by the Employee Benefits Committee to have a change in Article 20 during the life of the Agreement, such request shall be addressed through the Executive Board of the Local Union for a process of ratification.

**20.9 INVOLUNTARY TERMINATION WITHOUT JUST CAUSE**

In the event that a Unionized employee who joined the plan prior to the Effective Date is involuntarily terminated without just cause, NSPI shall provide the pension benefits that the member would have received had the changes not taken place (i.e., pension will be based on the terms of the "Current Plan"). The additional payment to make the member "whole" may be made through NSPI's general accounts or by way of an amendment to the pension plan to provide the additional benefits.

**20.10 RETIREMENT AWARD**

**Employees with “regular” status as of August 1, 2007 are eligible to receive a Retirement Award, provided they retire with an unreduced pension. Employees hired after 1 August 2007 are not eligible to receive a Retirement Award.**

The amount of the Award is equal to one week's pay for each year of full service or portion thereof to a maximum of twenty-six (26) years or twenty-six (26) weeks' pay calculated as follows:

$$\frac{\text{Hourly Rate} \times \text{Standard Hrs. per Year}}{52 \text{ week}} = 1 \text{ Week's Pay}$$

**ARTICLE 21 - PUBLICATION AND DISTRIBUTION**

The cost of sufficient copies of this Agreement shall be divided equally between the Company and the Union.

**ARTICLE 22 - TERM OF AGREEMENT****22.1 DURATION AND RENEWAL**

This Agreement shall become effective **2007-08-01** and shall remain in full force and effective for a period of **fifty-six (56)** months from that date until **2012-03-31**. Thereafter, this Agreement shall automatically renew itself unless written notice is given within two (2) months prior to **2012-03-31** or in any succeeding year by either party to the other of a desire to revise or terminate this Agreement.

**22.2 RETROACTIVITY**

The direct wage increase only shall be retroactive to **2007-08-01** on all hours paid for. Such retroactivity shall only apply to employees who continue to maintain an ongoing relationship with NSPI on the date of ratification. This includes all regular employees, labour pool employees (including “C” members), and employees who may have retired prior to the date of ratification. Employees on Long Term Disability (LTD) will only receive retroactive pay to the date prior to the start of such benefits. All other terms of this agreement shall be effective on the calendar day following the date of ratification unless otherwise stipulated. New pay rates will be effective in the nearest pay period following the date of ratification.

**22.3 COSTS OF NEGOTIATION**

Where meetings are held between the Union and the Company for the purpose of entering into a renewed collective agreement in accordance with Article 22.1, the Company will ensure that four (4) Union Negotiating Team representatives will suffer no loss of pay.

Upon presentation of receipts, the Company will reimburse reasonable meal and accommodation costs and pay mileage at the agreed Company rate for these four (4) representatives when attending joint meetings between the Union and the Company. The Union will reimburse the Company for any additional costs associated with additional Negotiating Team representatives and is responsible for the expenses of those members.

**Deleted**

- **LOU's:**
  - **December 17, 2003 (Benefits)**
  - **January 16, 2003 (PLT Trouble)**

**LETTER OF UNDERSTANDING - JULY 30, 1998 12:40PM**

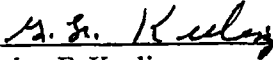
The IBEW, Local 1928 and Nova Scotia Power Inc. agree to the creation of a new classification of Powerline Technician Shift.

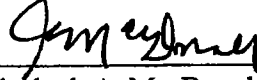
The terms and conditions of the classification shall be determined through the mechanism of Article 7.1 of the Collective Agreement.

The positions in this classification will be new jobs and will be filled by the normal job posting process.

Powerline Technician non-shift positions will not be reduced in numbers at a defined headquarters where there are Powerline Technicians Shift unless by normal attrition (vacancies), voluntary acceptance of Powerline Technician Shift positions by non-shift Powerline Technicians or workload loss due to external circumstances (outside the Company) at the headquarters.

Signed on behalf of the parties:

  
\_\_\_\_\_  
Gordon F. Keeling  
Business Manager  
IBEW Local 1928

  
\_\_\_\_\_  
Elizabeth A. MacDonald  
Vice President, Human Resources  
Nova Scotia Power Inc.

**LETTER OF UNDERSTANDING - NOVEMBER 2, 2000**  
**Auxiliary 1<sup>st</sup> Class SPO**

2000-11-02

Mr. Jude Rankin  
IBEW, Local 1928  
14 McQuade Lake Crescent  
Suite 204  
Halifax, NS B3S 1B6

Dear Jude:

Re: **New Classification**      **Auxiliary 1<sup>ST</sup> Class Steam Plant Operator**

Power Production has reviewed its Short and Long Term Human Resources needs for our First (1<sup>st</sup>) Class Steam Plant Operators classification. Use of the Labor Pool is satisfying many of our needs and providing some of the flexibility we need in this area. It is our desire to make a longer term commitment and retention strategy for these valued employees by the creation of new permanent positions. This commitment for full time employment is the starting block in building our future. With the need to remain competitive, the flexibility of our work force is imperative. We offer the following as terms of reference for this new classification as mutually agreed, this second day of November, 2000.

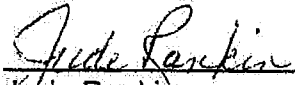
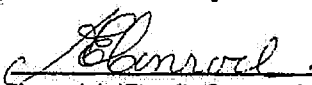
Terms of Reference

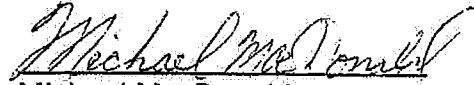
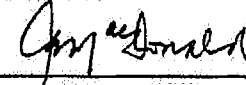
1. **Auxiliary operator** employees will work seventeen hundred forty eight (1748) hours per year less the applicable vacation entitlement (equal to SPO). Pay calculations shall be based on 35 hours per week .
2. **Auxiliary operators** will be paid as per the Collective Agreement at the same rate as a 1<sup>ST</sup> Class Steam Plant Operator as outlined under Article 15 and as per the apprentice rate for the same classification. All applicable premiums will apply. Shift differential for the Auxiliary Steam Plant Operator will be paid as an average of 4.67% as shown in Article 15
3. **Auxiliary operators** will not work more than four (4) consecutive twelve (12) hour shifts without forty-eight (48) consecutive hours off in a six day period .



Jude Rankin  
November 2, 2000  
Page Two

5. A minimum of twenty-four (24) hours will be given to change a shift schedule if the employee is following a specific shift. If on days off, twelve (12) hours notice will be given.
6. The **Auxiliary operator's** main role will be to cover for vacations, training, sickness and leave time.
7. The **Auxiliary operator** will be subject to a call out rotation.
8. **Auxiliary Operators** may be called out to work with minimum notice (one hour) to replace an employee reporting off due to sickness. Under such notice, employees will be entitled to one meal chit as well as one additional hour at their regular rate for the shift period not to exceed 12 hours.
9. Each Business unit has identified the maximum number of full time **Auxiliary Operators** specific to their operation. Other positions will be posted as 1<sup>st</sup> Class Steam Plant Operators. **Tufts Cove (5) Trenton, Point Tupper (TNT- 8) , Lingan ,Point Aconi (PAL Power -10) .**
10. There are currently a number of Steam Plant Operator Apprentices who are working in the Labour Pool. If no regular first (1<sup>st</sup>) Class Steam Plant Operators apply for this new classification, first consideration will be offered to these apprentices providing they have the ability to fully complete the program. Upon successful completion of their apprenticeship they will automatically fill the first (1<sup>st</sup>) Class **Auxiliary Steam Plant Operator** role.

Signed:	 _____ Jude Rankin Business Manager I.B.E.W. Local 1928	 _____ Arnold (Red) Conrod Sr. Plant Manager Power Production Nova Scotia Power Inc.
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Signed:	 _____ Michael MacDonald President I.B.E.W. Local 1928	 _____ Liz MacDonald Vice MacDonald Human Resources Nova Scotia Power Inc.
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**LETTER OF UNDERSTANDING – MARCH 18, 2002  
New Shift Classifications**

March 18, 2002  
Mr. Jude Rankin  
IBEW, Local 1928  
14 McQuade Lake Crescent  
Suite 204  
Halifax, NS B3S 1B6

Dear Jude:

**Re: New Shift Classifications : Chemical Technician (Shift)  
Maintenance Journeyman (Shift)  
Electrician (Shift) Customer Operations**

**As per Article 7.1 of the Collective Agreement, NSPI and the IBEW  
Local 1928 jointly agree on the following terms and conditions applied to  
the newly proposed classifications as listed below.**

**TERMS AND CONDITIONS**

1. These new Shift Classifications will work a standard 2080 hours per year and will be entitled to holiday and vacation as outlined in the Collective Agreement similar to that of the day worker.
2. These new Shift Classifications will be paid as per the Collective Agreement at the same rates as outlined under Article 15 for similar non shift classifications. All applicable shift premiums will apply. Apprentice hourly rates will also apply.
3. Hours of work will be of 40 hours per week, 8 hours per day, 4pm-12am, Sunday through Saturday at the regular rate of pay plus shift differential for the evening shift. Saturdays and Sundays will represent day work 8am-4pm. Any hours over the scheduled 8 hours per day 40 hours per week will be paid at the prevailing overtime rate. This will not affect the hours of work for day workers.

**New Shift Classifications**

March 18, 2002

Page Two

4. These new Shift classifications will only apply to newly posted vacancies. The current permanent employees holding regular day work positions in these classifications shall not be reduced by the establishment of these new positions.
5. Leading Hands will be appointed as per the Collective Agreement.

Signed: Jude Rankin

Jude Rankin  
Business Manager  
I.B.E.W. Local 1928

Arnold (Red) Conrod

Arnold (Red) Conrod  
Sr. Plant Manager  
Power Production  
Nova Scotia Power Inc.

Signed: Michael MacDonald

Michael MacDonald  
President I.B.E.W.  
Local 1928

Sarah MacDonald

Sarah MacDonald  
General Manager  
Human Resources  
Nova Scotia Power

cc S. Landry  
W. Horsburgh  
D. Banks  
R. Janega  
J. Hawkins  
M. Sidebottom

**LETTER OF UNDERSTANDING - APRIL 8, 2003**  
**Seniority**

April 8, 2003

Mr. Michael MacDonald  
Business Manager IBEW, Local 1928  
Suite 204, 14 McQuade Lake Crescent  
Halifax, Nova Scotia  
B3S 1B6

**RE: Letter of Understanding - "Seniority"**

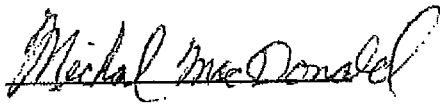
Dear Mike:

This letter of understanding confirms our agreement regarding the administration of seniority for new regular full time employees entering the bargaining unit.

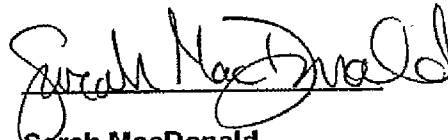
These following principles shall be used to break a tie where two people were hired on the same date in the past.

- When an employee is hired into a full time regular classification under the Collective Agreement, the starting date in the offer letter shall be considered the seniority date of the employee.
- Where two or more individuals are successful in a posted vacancy, the IBEW will forward a letter to NSPI, Human Resources indicating the order in which the employees are to be placed on the seniority list.
- NSPI shall endeavour to hire all new regular employees on different days. *(No history with NSPI or the IBEW)*. In the event that two or more employees from the labour pool are hired on the same day, the IBEW will forward a letter to NSPI, Human Resources indicating the order in which the employees are to be placed on the seniority list.

- **Employees who have the same seniority date and who were hired prior to 1993 will have their placement on the seniority list determined jointly by the IBEW Business Manager and a Human Resources representative. Placement will be determined through a review of the employee's personnel file. The joint decision will be final and binding.**
- **Any discrepancies on the seniority list shall be brought to the attention of NSPI, Human Resources by a written letter. NSPI, Human Resources will reply in writing with a confirmation of any changes to the list.**



**Michael MacDonald  
Business Manager IBEW  
Local 1928**



**Sarah MacDonald  
General Manager  
Human Resources, NSPI**

**LETTER OF UNDERSTANDING – JUNE 25, 2004  
PLT Workforce Initiative**

June 25, 2004

**Re: PLT Workforce Initiative and Letter of Understanding July 30, 1998**

Management agrees to work with the union regarding the recommendations of the PLT Workforce Initiative. The process for posting and filling positions already agreed to by the PLT Workforce Initiative will be followed. If gaps still exist at the end of the posting process - a committee of Union and Management employees will meet to agree on the process to be followed. Possible options include but are not limited to:

- Voluntary rotation of a six month minimum through the unfilled positions
- Expansion of geographic areas
- Waiving the 30 minute response requirement
- Payment of one time moving expenses to Metro
- Permanent lay-off (as a last resort) as opposed to non-voluntary transfer

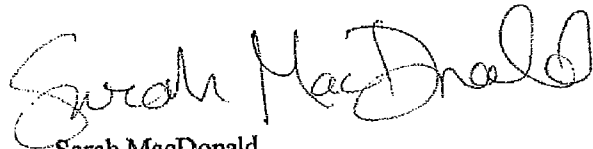
The Union will not invoke the Letter of Understanding on page 112 of the collective agreement (effective 2001-04-01 to 2003-03-01) from ratification date until December 1<sup>st</sup>, 2004. Management will not use non-voluntary transfers (clause 7.21) during this process.

Should the parties be unable to reach an agreement, both parties agree to mediation.

The Union and Management agree that the Letter of Understanding on page 112 of the collective agreement (effective 2001-04-01 to 2003-03-31) will apply again on December 1<sup>st</sup>, 2004 to all matters.



Michael MacDonald  
Business Manager and Financial Secretary  
I.B.E.W. Local 1928



Sarah MacDonald  
General Manager, Human Resources  
Nova Scotia Power Inc.

**LETTER OF UNDERSTANDING – AUGUST 14, 2000  
Proposal – Powerline Technician (Trouble)**

**LETTER OF UNDERSTANDING**

**Dated: August 14, 2000**

**PROPOSAL - POWERLINE TECHNICIAN (Trouble)**

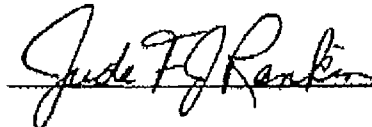
This Proposal will satisfy the intent of all clauses and content of the Letter of Understanding dated July 30, 1998, 12:40 p.m., re: Article 7.1 General

1. NSP agrees to create a new classification as Powerline Technician Trouble (Province). On August 14, 2000, posted positions previously occupied by Powerline Technician shift and Leading Powerline Technician shift will revert to Powerline Technician Trouble .
2. Upon signing of this agreement Customer Operations will immediately post 1 new position and 6 positions previously posted as Powerline Technician (Shift) to, Powerline Technicians or Leading Powerline Technicians.
3. NSP Inc will accommodate employees who have accepted Powerline Technician (Shift) positions. In the event of a non-voluntary transfer NSP will reimburse for reasonable expenses to a maximum of \$3K. (receipts will be required). This is specific to regular employees holding Leading PLT shift or PLT shift positions.
4. Powerline Technician Trouble shift schedules will be two revolving shifts; 8:00 a.m. to 4:00 p.m. and 4:00 p.m. to 12:00 a.m. , 7 days a week. For variations to this shift pattern each Regional work site will identify their annual revolving shift schedule for their specific depots and post at the start of each year.
5. Management reserves the right to alter shift schedules by posting the shift schedule thirty (30) days in advance. If NSP wishes to change shift schedules for projects due to customer demands or regional workload, the employee shall be provided with seven (7) days prior notice, otherwise the appropriate premiums would apply. Upon completion of the project, shift pattern will return to normal.
6. Hours of work will equal 80 per pay period averaged yearly. Any hours over the scheduled hours posted shall be paid at premium rates.

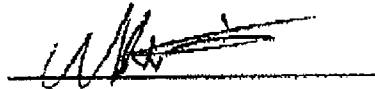
Memorandum of Understanding  
Proposal Powerline Technicians (Trouble)  
August 14, 2000

7. The Rate of Pay shall be as per Article 15 Powerline Technician (Trouble).  
\$23.00 per hour.
8. Shift differential of 4% for the 4:00 p.m. to 12:00 a.m. shift will be paid at an average of 2% of the First Class Steam Plant Operator's regular rate (47¢ per hour). Collective Agreement Article 16.6 paragraph 2 will apply for any shifts after 12:00 a.m.
9. Upon agreement of this Proposal, future postings for this classification will not be unique to Halifax Metro but will apply Province wide.
10. Substitution for the Powerline Technician Trouble position shall be as per Article 10.6 of the Collective Agreement. (voluntary basis or junior member of the bargaining unit will be assigned to the position based on qualifications and ability)
11. The effective date for this new classification to become part of the collective agreement shall be Monday August 14, 2000.

Signed:



Jude Rankin  
Business Manager  
I.B.E.W. Local 1928

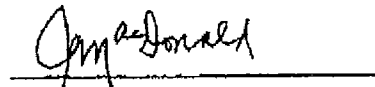


W. (Bill) Hattie  
Sr. Director  
Customer Operations  
Nova Scotia Power Inc.

Signed:



Michael MacDonald  
President I.B.E.W.  
Local 1928



Elizabeth A. MacDonald  
Vice President Human Resources  
Nova Scotia Power Inc.



**LETTER OF UNDERSTANDING – OCTOBER 28, 2004**  
**PLT Workforce Initiative – Metro**

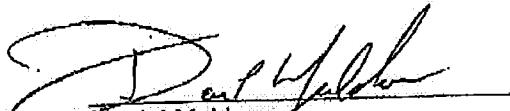
October 28, 2004


**LETTER OF UNDERSTANDING - PLT WORKFORCE INITIATIVE - METRO**

In order to finalize the efforts of the PLT Workforce Initiative and resolve all issues, NSPI and the IBEW agree to the following:

1. The following six PLTs – Johnson Repetto, Carter Chap delaine, Mike Cassidy, Wayne Macintyre, Joseph McGrath, and Robert Andersen – will volunteer to work the shift positions in Metro over the next two years, ending November 1, 2006.
2. The PLT's noted above will agree on a schedule to fill the positions that will not cause the company to incur any additional costs. This means that any agreement reached with the PLT's cannot increase costs, such as, but not limited to, overtime, stand-by or premium costs due to change of shifts or transition from a day worker schedule to a shift schedule.
3. The agreed to schedule must not disrupt the business needs or add costs to the business. Volunteers will follow a shift schedule based on three-month periods; however, if management determines there are any disruptions or additional costs the schedule will revert back to a six-month minimum.
4. If any of the above noted PLT's take another position or leaves NSPI during the course of the two years, the company will post the vacant shift position and if not filled, the noted PLT's must agree to fill the shift schedule so that there is always adequate staffing available for these positions.
5. If our term PLT's or other qualified employees are skilled and experienced enough to take on the shift position sooner than the two years, that will be permissible and the most senior of the noted PLT's would be removed from the shift schedule agreed to. Management determines when and if the employees are skilled and experienced enough to make the transition.
6. At the end of the two years, the above noted PLT's will return to a day worker position without the need for a formal posting, or, may choose to stay in the shift position permanently.
7. The affected employees may be required to do stand-by based on the local operational needs, and vacation schedules will be managed at local depot levels.
8. Management will make every effort to work with the affected employees in regards to report points that are mutually agreeable to both parties.

9. John David Burke and William Morash who are volunteering for PLT positions in the Metro region will return to their former PLT positions in Chester and Windsor respectively, when vacancies occur at these locations and without posting.
10. Johnson Repetto will remain on the Capital crew to complete his Leadhand development opportunity at which time he will be required to fill one of the PLT shift positions.
11. It is the Companies intent at the end of the two year period that affected PLT's would return to their current report point; if however, there are business decisions made over this time frame that do not support the companies Intent, provisions of the collective agreement will apply.
12. As noted above, paragraph 11 would not apply to Mr. Burke and Mr. Morash.
13. The signing of this Letter of Understanding will rescind notice of Lay-off for the noted employees.

  
Daniel Muldoon  
Director, Field Operations  
Oct 28/04  
Date

  
Michael MacDonald  
IBEW Business Manager  
Oct 28/04  
Date

**LETTER OF UNDERSTANDING – DECEMBER 22, 2005**  
**Shift Power Plant Technician I, Shift Power Plant Technician II and Shift Electrician**



**COPY**

**Nova Scotia Power Inc.**  
(the Employer)

-and-

**International Brotherhood of Electrical Workers**  
(the Union)-

This letter will confirm our understanding reached with respect to Article 7.1 with the creation of new classifications under the collective agreement, Shift Power Plant Technician I, Shift Power Plant Technician II, Shift Electrician,

It is agreed by both the Employer and the Union with the terms and conditions as outlined below:

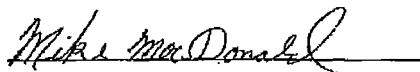
**Shift Power Plant Technician I, Shift Power Plant Technician II and Shift Electrician**

These new Shift Classifications will work a standard 2080 hours per year and will be entitled to holiday and vacation as outlined in the Collective Agreement similar to that of the day worker.


1. These new Shift Classifications will be paid as per the Collective Agreement at the same rates as outlined under Article 15 for similar non-shift classifications. All applicable shift premiums will apply. Apprentice hourly rates will also apply.
2. Hours of work will be as per Schedule "A", 10 hours per day, 2 p.m. – 12 a.m. Monday through Friday, and 8 a.m-6 p.m. Saturday and Sunday at the regular rate of pay plus shift differential of 4% of the Power Engineers rate for the evening shift. Any hours over the scheduled 10 hours per day will be paid at the prevailing overtime rate.
3. Due to the operating conditions of the Tufts Cove generating station, this plant will have the opportunity to implement a back shift. The back shift will not exceed any more than three weeks in any one quarter. Changes in the shift schedule will be administered through paragraph 6 of this document or as per article 10.13. Normal hours of work for the back shift will be from 9pm-7am. A shift differential will apply to this shift as outlined in Article 16 of the Collective Agreement.

Shift PPTI/PPTII/Electrician  
December 20, 2005

4. These new Shift classifications will only apply to newly posted vacancies. The current permanent employees holding regular day work positions in these classifications shall not be reduced by the establishment of these new positions.
5. Leading Hands will be appointed as per the Collective Agreement.
6. If NSP wishes to alter shift schedules for specific projects or unit outages the employee shall be provided with seven (7) days prior notice, otherwise the appropriate premiums would apply. Upon completion of the project, shift pattern will return to normal. The start and finish times for the change in shift schedules will be made available.
7. Under Article 11 "Holidays and Vacations" employees hired into these new classifications are entitled to holiday and vacation hours similar to that of the day worker.

 For the Union

**Mike MacDonald, IBEW Local 1928, Business Manager**

 For the Employer

**Steve Landry, Human Resources**

Dated at Halifax, Nova Scotia this 22<sup>nd</sup> day of December, 2005.

Shift PPTI/PPTII/Electrician  
December 20, 2005

**APPENDIX A**  
**Shift Power Plant Technician I-II**  
**Electrician Shift Thermal**  
**Shift Schedule**

Employee "A"			Employee "B"		
	Hours			Hours	
Monday	10	2PM-12AM	Monday	-	OFF
Tuesday	10	2PM-12AM	Tuesday	-	OFF
Wednesday	10	2PM-12AM	Wednesday	10	2PM-12AM
Thursday	-	OFF	Thursday	10	2PM-12AM
Friday	-	OFF	Friday	10	2PM-12AM
Saturday	10	8AM-6PM	Saturday	-	OFF
Sunday	10	8AM-6PM	Sunday	-	OFF
Monday	10	2PM-12AM	Monday	10	2PM-12AM
Tuesday	-	OFF	Tuesday	10	2PM-12AM
Wednesday	-	OFF	Wednesday	10	2PM-12AM
Thursday	10	2PM-12AM	Thursday	-	OFF
Friday	10	2PM-12AM	Friday	-	OFF
Saturday	-	OFF	Saturday	10	8AM-6PM
Sunday	-	OFF	Sunday	10	8AM-6PM

**LETTER OF AGREEMENT – JANUARY 15, 2008**  
**Shift Differential**



Michael MacDonald  
Business Manager  
IBEW Local 1928  
14 McQuade Lake Crescent, Suite 204  
Halifax NS B3S 1B6

Dear Michael:

WITHOUT PREJUDICE

Re: Shift Differential

IBEW Local 1928 and the Company hereby agree on the following:

#1 Employees who regularly work a shift schedule, either as defined by the Collective Agreement or pursuant to a change of hours as contemplated by Article 10.13, are entitled to receive the shift differential.

#2 For all employees entitled to receive the shift differential, the rate used to calculate the appropriate shift differential percentage is the Power Engineer's rate in the Collective Agreement. The appropriate shift differential is not associated with an individual employee's classification or rate of pay.

#3 Employees entitled to receive shift differential who regularly work a rotating shift schedule covering a twenty-four (24) hour period shall receive 4.67% of the Power Engineer's rate in the Collective Agreement for each regularly scheduled hour worked, regardless the time of day the hours are worked.

Examples of a shift schedule covering a twenty-four (24) hour period include, but are not limited to:

- Two shifts; 7 AM to 7 PM and 7 PM to 7 AM
- Three shifts; 8 AM to 4 PM, 4 PM to 12 AM, and 12 AM to 8 AM

#4 Employees working a shift schedule as contemplated by #3 above shall also receive 4.67% of the Power Engineer's rate in the Collective Agreement for each approved hour of paid leave taken.

#5 Employees entitled to receive shift differential who work a shift schedule which is different from that outlined in #3 above, shall receive a shift differential of:

- a. 0% for each regularly scheduled hour worked between 8:00 AM and 4:00 PM
- b. 4% of the Power Engineer's rate in the Collective Agreement for each regularly scheduled hour worked from 4:00 PM to 12:00 AM


- c. 10% of the Power Engineer's rate in the Collective Agreement for each regularly scheduled hour worked from 12:00 AM to 8:00 AM

Such employees shall also receive shift differential as outlined above for each approved hour of paid leave taken.


- #6 For all overtime hours worked, employees entitled to receive the shift differential shall be paid a differential of:
  - a. 0% for each hour worked between 8:00 AM and 4:00 PM
  - b. 4% of the Power Engineer's rate in the Collective Agreement for each hour worked from 4:00 PM to 12:00 AM
  - c. 10% of the Power Engineer's rate in the Collective Agreement for each hour worked from 12:00 AM to 8:00 AM
- #7 When applying the shift differential to overtime hours worked, the differential is applied only once for each hour worked. The differential is not doubled on overtime hours paid.
- #8 When an employee entitled to receive the shift differential works a portion of one hour, the appropriate shift differential multiplied by the portion of the hour worked shall be paid to the employee. For example, an employee working one-half hour overtime would be paid double time their regular hourly rate multiplied by 0.5 hours worked, plus the appropriate shift differential multiplied by 0.5 hours worked.
- #9 The approach outlined in #8 above also applies to partial approved hours of paid time off taken.
- #10 IBEW Local 1928 and the Company agree to maintain current payroll practices regarding the payment of the shift differential on banked overtime hours as contemplated by Article 12.6 of the Collective Agreement
- #11 The Company reserves the right to revisit the practices identified in #10 above in the future, which may affect #5 above as it relates to payment of hours from the overtime bank.
- #12 The method of paying the shift differential outlined in the Letter of Understanding dated August 14, 2000 regarding Powerline Technician (Trouble) no longer applies.
- #13 Shift differential paid for regularly scheduled hours of work, or for approved paid leaves of absence in replacement of regularly scheduled hours of work are considered pensionable earnings. Shift differential paid on overtime hours worked are not considered pensionable earnings.

Signed this 15<sup>th</sup> day of January, 2008

For the Union

  
Michael MacDonald  
Business Manager  
IBEW Local 1928

For the Employer

  
James McConnel  
Manager, Labour Relations  
Nova Scotia Power Inc.



**LETTER OF AGREEMENT – APRIL 11, 2008**  
**New Classification – Meter Reader II**



April 11, 2008

Mr. Michael P. MacDonald  
Business Manager  
IBEW Local Union 1928  
14 McQuade Lake Crescent  
Suite 204, Halifax, NS B3S 1B6

Dear Mike:

**Without Prejudice**

**Letter of Agreement Re: New Classification – Meter Reader II**

This letter will confirm our agreement regarding the creation of a classification, "Meter Reader II", the terms of which are as follows:

- #1 The creation of the Meter Reader II classification shall not affect the existing Meter Reader classification.
- #2 The creation of the Meter Reader II classification shall not affect the existing Customer Service Field Representative (CSFR) classification. The Company shall continue to hire regular CSFR's in geographic areas where enough CSFR work exists to sustain one or more full time regular CSFR's on a regular and ongoing basis.
- #3 Except for collection activities and door knob notices, the new Meter Reader II classification shall perform the duties of both the Meter Reader classification and the CSFR classification. Collection activities and door knob notices shall remain exclusive duties of the CSFR classification.
- #4 Effective the date of signing of this Letter of Agreement, the rate of pay for the Meter Reader II classification shall be \$19.05 per hour.
- #5 Nothing in this Letter of Understanding shall be construed as a limitation of the Company's rights under Article 7.17 of the Collective Agreement.
- #6 All employees currently employed as regular CSFR's as of the date of signing of the Letter of Agreement shall continue to be employed as CSFR's at their current defined headquarters until such time as they either resign, retire, are laid off, voluntarily take another position with the Company, or are otherwise terminated from employment as a CSFR.

#7 As of the date of the signing of this Letter of Agreement, the following employees classification shall be changed from Meter Reader to CSFR and these employees shall continue to be employed as CSFR's at their current defined headquarters until such time as they either resign, retire, are laid off, voluntarily take another position with the Company, or are otherwise terminated from employment as a CSFR:

Aubrey Cameron  
Lawrence Brewer  
Randy Pynch  
Robert Dunn

John Ruggles  
Ron Perks  
Eric Allen  
Brian Blackburn

The Union shall indemnify and save the Company harmless from any grievance arising from changing the above employees' classification instead of posting for CSFR vacancies.

#8 No employee holding a regular Meter Reader position as of the date of signing of this Letter of Agreement shall be laid off as a result of the creation of the Meter Reader II classification.

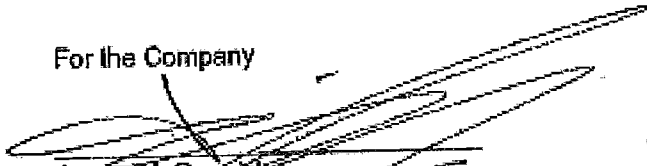
#9 Upon the date of signing this Letter of Agreement, the conditions of Article 7.1 of the Collective Agreement regarding the creation of a new classification shall be considered satisfied.

#10 Effective the date of the signing of this Letter of Agreement, Article 10.14 of the Collective Agreement shall apply to both the Meter Reader classification and the Meter Reader II classification.


#11 All terms and conditions of the Collective Agreement (August 1, 2007 to March 31, 2012) not specifically amended by this Letter of Understanding shall apply to the Meter Reader, Meter Reader II, and CSFR's classifications.

Signed this 11<sup>th</sup> day of April, 2008

For the Company

  
James McCornick  
Manager, Labour Relations  
Nova Scotia Power Inc.

For the Union

  
Michael MacDonald  
Business Manager  
IBEW Local 1928

c.c. Paul Casey  
Director, Revenue Operations  
Nova Scotia Power Inc.

**LETTER OF AGREEMENT – MAY 5, 2008**  
**Labour Pool “B” Offer of Work**



Michael MacDonald  
Business Manager  
IBEW Local 1928  
14 McQuade Lake Crescent, Suite 204  
Halifax NS B3S 1B6

Dear Michael:

**WITHOUT PREJUDICE**

Letter of Agreement re: Labour Pool "B" offer of work

The Parties hereby agree to the following:

#1 The provisions of this letter of agreement apply only to the following individuals during their current employment as Labour Pool employees:

- |                    |                   |                    |                     |
|--------------------|-------------------|--------------------|---------------------|
| Aucoin, John       | Gale, Terrance J. | MacDonald, David   | Petrossi, Chris B   |
| Edward             | Gillis, Stephen   | B.                 | Pyo, Dempsey A.     |
| Bailey, Joe        | Gray, Jim         | MacDonald, Stuart  | Rideout, Robert     |
| Baldwin, Gary      | Hardy, Kevin      | MacKenzie, Gary    | Roach, Stanley E.   |
| Baldwin, Neil      | Healey, Vince     | MacKinnon Warren   | Rossetti, Peter B   |
| Bond, Dwayne       | Hennessey, Kevin  | MacLeod, Fraser    | Roston, Peter       |
| Boudreau, Reginald | Hennigar, Bill    | MacNamara, Brian   | Royal Jr., Clarence |
| Bourgeois, Danny   | Holland, Kevin    | Matheson, Joseph   | Samson, Carl        |
| Boullier, Butch    | Janes, Eddie      | McNeil, Richie     | Scott, Fritz        |
| Boullier, Charles  | Joyce, Chris W.   | Murphy, Lonnie     | Swinamer, Carl      |
| Conron, Raymond    | Kennedy, Daniel   | Murphy, Richard    | Taylor, John        |
| Farrow, Wayne      | Lynk, Kevin E.    | Neville, Joey      | Tonary, John        |
| Felix, Louis D.    | MacDonald,        | Nicholson, Darrell | White, Sandy        |
| Ferguson, Greg     | Bernard           | O'Connor, John C.  | Wood, Eric Joseph   |
| Findley, Philip    |                   | O'Keefe, Peter     |                     |

#2 Should any employee identified in #1 above exit the Labour Pool for any reason whatsoever after July 19, 2007, the provisions of this letter of agreement shall no longer apply to such employee, even if such employee again becomes an employee in the Labour Pool at a later date.

#3 Commencing January 1, 2008, the Company shall offer the employees identified in #1 above a minimum of twenty-six (26) weeks' work per calendar year (January 1<sup>st</sup> to December 31<sup>st</sup>), provided such employees have successfully completed Labour Pool Training for the calendar year for which such offer is made.

#4 The offer identified in #3 above may comprise one (1) work period for a minimum of twenty-six (26) weeks, or may comprise two (2) or more work periods totalling a minimum of twenty-six (26) weeks.

#5 The Company shall identify the estimated number of weeks' work for each offered work period.

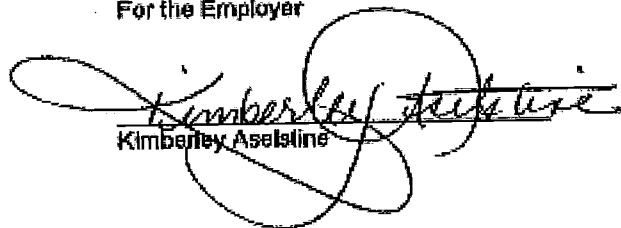
- #6 The Company shall identify the regular hours of work for each offered work period in accordance with the Collective Agreement.
- #7 Should an employee accept an offered work period the actual number of weeks worked by such employee shall be counted towards the minimum twenty-six (26) weeks, regardless the estimated number of weeks' work.
- #8 Should an employee accept an offer of a work period and not complete the work period, the number of weeks that will count towards the minimum twenty-six (26) weeks shall be the greater of either;
  - a) the number of weeks actually worked by that employee during the accepted work period, or;
  - b) the estimated number of weeks' work for the accepted work period.
- #9 Should an employee decline an offered work period, or be unavailable for an offered work period, and the actual number of weeks' work is less than or equal to the estimated number of weeks' work, the actual number of weeks' work shall be counted towards the minimum twenty-six (26) weeks.
- #10 Should an employee decline an offered work period, or be unavailable for an offered work period, and the actual number of weeks' work is greater than the estimated number of weeks' work, the estimated number of weeks' work shall count towards the minimum twenty-six (26) weeks.
- #11 Weeks of work offered or worked that occur in a new calendar year for a work period that begins in the previous calendar year shall not be counted towards the previous calendar year's twenty-six (26) week minimum, and shall count towards the twenty-six (26) week minimum for the calendar year in which they occur.
- #12 Partial weeks of work offered or worked shall be counted towards the minimum twenty-six (26) weeks. The partial weeks of work will be calculated by dividing the number of hours offered or worked in a week by forty (40) hours (ie: the standard weekly work hours).
- #13 Employees listed in #1 above shall be, and continue to be, a member in good standing of IBEW Local 1928 and meet Labour Pool eligibility criteria, in order for the terms of this Letter of Agreement to apply.
- #14 This Letter of Agreement shall expire March 31, 2012.

Signed this 5<sup>th</sup> day of May, 2008

For the Union

  
Michael MacDonald

For the Employer

  
Kimberley Aselstine

## LETTER OF AGREEMENT – MAY 6, 2008 Janitor Positions



Michael MacDonald  
Business Manager  
IBEW Local 1928  
14 McQuade Lake Crescent, Suite 204  
Halifax NS B3S 1E6

Dear Michael:

WITHOUT PREJUDICE

Letter of Agreement re: Janitor Positions

Pursuant to discussions during the negotiation of the current Collective Agreement (August 1, 2007 to March 31, 2012), the Parties hereby agree to the following:

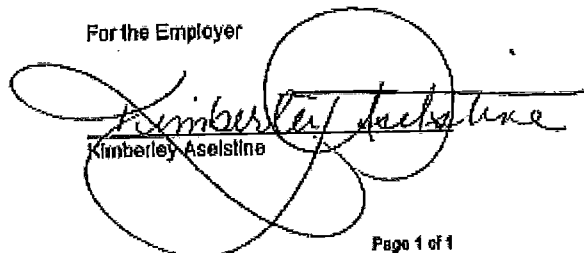
- #1 The Company shall post eight (8) regular Janitor positions in accordance with Article 7.16 (1) of the Collective Agreement.
- #2 The Janitor positions in #1 above shall be distributed according to the following:
  - Point Aconi Generating Station – one (1) position
  - Lingan Generating Station – two (2) positions
  - Point Tupper Generating Station – one (1) position
  - Trenton Generating Station – three (3) positions
  - Tuft's Cove Generating Station – one (1) position
- #3 Selection of individuals for Janitor vacancies shall be in accordance with Articles 7.6 and 7.16 of the Collective Agreement (August 1, 2007 to March 31, 2012).
- #4 Hours of work will be as per 10.6 of the collective agreement

Signed this 6 day of May, 2008

For the Union

  
Michael MacDonald

For the Employer

  
Kimberley Aselstine

Page 1 of 1

**LETTER OF AGREEMENT – MAY 13, 2008  
Creation of Mobile Maintenance Work Team**



Michael MacDonald  
Business Manager  
IBEW Local 1928  
14 McQuade Lake Crescent, Suite 204  
Halifax NS B3S 1B6

Dear Michael:

WITHOUT PREJUDICE

Letter of Agreement re: Creation of Mobile Maintenance Work Team

Pursuant to discussions during the negotiation of the Collective Agreement (August 1, 2007 to March 31, 2012) between IBEW Local 1928 and Nova Scotia Power Inc., the Parties hereby agree to the following:

- #1 The Mobile Maintenance Work Team shall consist of Maintenance Person Certified (Shift) positions.
- #2 Nineteen (19) regular Mobile Maintenance Work Team positions shall be posted, in accordance with Article 7.16 (1) of the Collective Agreement (August 1, 2007 to March 31, 2012), no later than March 31, 2008.
- #3 The Company shall retain sole discretion in the number of Mobile Maintenance Work Team employees assigned to the defined headquarters listed below. Each of the successful applicants will be assigned to one of the following defined headquarters and will be notified of his or her defined headquarters in his or her offer letter.
  - Point Aconi Generating Station
  - Lingan Generating Station
  - Point Tupper Generating Station
  - Trenton Generating Station
  - Tuff's Cove Generating Station
  - Various Hydro Operations (for example, Wreck Cove, Milton, White Rock, etc.)
- #4 It is expressly understood that travel to support operational requirements is required of Mobile Maintenance Work Team employees. Such employees shall be entitled to the provisions of Article 13 of the Collective Agreement (August 1, 2007 to March 31, 2012) when assigned to a Temporary Report Point.
- #5 Normal hours of work for Mobile Maintenance Work Team employees shall be forty (40) hours per week, scheduled Monday to Friday. A regular workweek shall consist of five consecutive workdays from 8:00 am to 4:00 pm. Hours of work may be changed by the

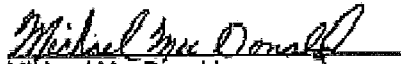
Page 1 of 2

Company with five (5) calendar days advance notice, for periods of planned shutdowns or forced outages. Hours of work may be changed to either 4:00 pm to 12:00 am, or 12:00 am to 8:00 am, or from five (5) eight hour workdays to four (4) ten (10) hour workdays by extending the length of the shift by two (2) hours per day. The changed hours of work will be scheduled between Monday and Friday. Shift differential shall apply in accordance with the LOU dated 15 January, 2008 and Article 16.6. All authorized hours worked in excess of the scheduled workday shall be paid at two (2) times the employees' regular hourly base rate of pay (exclusive of premiums and differentials).

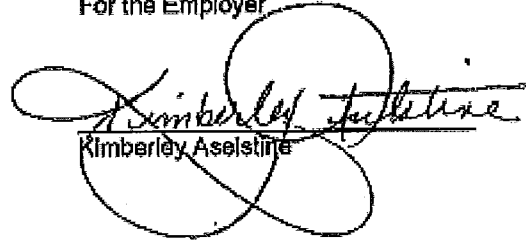
#6 All applicable terms and conditions of the Collective Agreement (August 1, 2007 to March 31, 2012) not specifically amended by this Letter of Understanding shall apply to the Mobile Maintenance Work Team.

Signed this 13<sup>th</sup> day of May, 2008

For the Union

  
Michael MacDonald

For the Employer

  
Kimberley Aselstine

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## SECTION B

### ARTICLE 1 - GENERAL

All articles of Section A apply to term employees with the following exceptions:

Article 7	General
Article 8.2, 8.4	Special Benefits
Article 9	Welfare Package (prorated when applicable)
Article 11	Statutory Holidays and Vacations
Article 14	Personal Equipment
Article 20	Retirement and Pensions (if employed less than twelve [12] consecutive months) with the following noted exception:

**NOTE:** Article 20.3 does apply to Section B as follows:

All retirees who are Union members at the time of retirement shall enter the "C" file before being re-hired by NSPI. Preferences for re-hiring out of the labour pool will be given to Journeypersons, Apprentices and retirees in this order.

Term employees at generating stations may during planned work on mills, CW systems, feedwater systems, bottom ash systems, coal systems, gas systems, oil systems, limestone systems, which require a continuation of the regular days work to a minimum of eight (8) hours; as well as periods of unit overhauls, emergency situations forcing shutdown work, plant modifications and commissioning of new equipment be required to work scheduled hours other than day work, Sunday through Saturday, at the regular rate of pay plus shift differential for the 4-12 and 12-8 shifts. Any hours in excess of eight (8) regular hours per day and 40 regular hours per week shall be paid at overtime rates of pay as outlined under Section A.

The use of the Labour Pool applies to all classifications covered in the Collective Agreement.

### ARTICLE 2 - LABOUR POOL

A term employee after their first six months of employment accumulated since January 1, 1991, may apply to Nova Scotia Power to be designated for inclusion in the NSPI/IBEW labour pool. Acceptance to the labour pool will depend on qualifications, performance, experience and Union membership. When in the labour pool, the employee will be placed in a classification of work type.

Nova Scotia Power will have the right to select one for one with the IBEW from the labour pool for each project. Nova Scotia Power undertakes to select from the labour pool qualified employees located in mutually defined geographic areas before going outside for term employees. Nova Scotia Power and the IBEW will try to have work sharing recognized between term employees as much as possible.

The Labour Pool will be subject to yearly evaluation by both parties as to Operating Guidelines and effectiveness.

An employee shall be deemed to have lost seniority rights if he/she:

- (1) is discharged
- (2) quits their employment
- (3) if a member consistently fails to respond to calls, then their membership in the labour pool will be subject to a joint review.

The Labour Pool Operating Guidelines will be amended to incorporate the following:

- (1) Reduce the number of hours worked by **Power Engineers** in the Labour Pool from ninety-six (96) hours per pay period to an average seventy (70) hours per pay period reconciled quarterly.
- (2) Term Operators from the Labour Pool who have worked four (4) consecutive twelve (12) hour shifts of any combination will be given forty-eight (48) consecutive hours off before being recalled for more work on shift. Term Operators have to be given four (4) hours advance notice for them to report for a shift. If an operator is required with less than four (4) hours notice, the overtime list will be used.
- (3) Labour Pool employees shall be paid an allowance of \$45.00 per day if travel of more than 100 km each way is required from their primary residence.
- (4) By local arrangement, traditional jobs will be performed by students.

### **ARTICLE 3 - VACATIONS**

Term employees will receive pay in lieu of vacations at the rate of four (4) percent of the employee's wages in accordance with the terms of the Labour Standards Code-Vacation Pay. Term employees employed for a period longer than twelve (12) consecutive months are entitled to fifteen (15) vacation days.

### **ARTICLE 4 - STATUTORY HOLIDAYS**

Employees other than Shift Workers shall be given the following Statutory Holidays without loss of pay, providing they are working the calendar day preceding and the calendar day following the holiday, unless absent with supervisory permission.

Thanksgiving Day  
Remembrance Day  
Christmas Eve - 1/2 day

Good Friday  
Easter Monday  
Victoria Day

(when falling Monday to Friday)  
Christmas Day  
Boxing Day  
New Year's Day

Labour Day  
1st Monday in August  
Canada Day

#### **ARTICLE 5 - REPORTING TIME**

- (1) Where an employee is ordered to report for work and no work is available, he/she shall be compensated with two (2) hours' pay at the regular hourly rate of pay provided, however, that if he/she commences work he/she shall receive not less than four (4) hours' pay at the regular hourly rate of pay.
- (2) The above will not apply if the employee has been previously notified not to report for work or if the employee has not reported for work the previous working day.

#### **ARTICLE 6 - CHARGE HANDS - SUPERVISOR**

Charge Hands and Supervisors shall be appointed solely at the discretion of the Company and the time limits as set forth in 7.13 and 7.14 of Section A shall not apply to term employees.

#### **ARTICLE 7 - WAGES**

- (1) A term employee employed to perform the work of one of the classifications set forth in Article 15 of Section A of this Agreement shall be paid the rate of pay applicable to that classification.
- (2) Other term employees shall be paid such rates of pay as are set forth in the Wage Rates Schedule set forth in Article 9 of Section B.

#### **ARTICLE 8 - WORKERS' COMPENSATION BENEFITS**

Employees covered under section "B" are eligible for benefits under the Workers' Compensation Act and shall only receive the applicable benefit percentage of wages currently in effect by the Workers' Compensation Board and which will be sent directly to the employee.

**ARTICLE 9 – WAGE RATES - TERM EMPLOYEES**

JOB CLASSIFICATION	Wage	Wage	Wage	Wage
	Rate 2007 07-27 2.5%	Rate 2008 12-26 3.5%	Rate 2010 03-05 4%	Rate 2011 03-04 4%
WAGE RATES – TERM EMPLOYEES				
WELDER – UNCERTIFIED	20.23	20.94	21.78	22.65
HEAVY EQUIPMENT OPERATOR	23.23	24.04	25.00	26.00
LEADING INSTRUMENT (SURVEY)	22.91	23.71	24.66	25.65
INSTRUMENT (SURVEY)	21.82	22.58	23.48	24.42
SURVEY ASSISTANT	14.31	14.81	15.40	16.02
POWER SAW OPERATOR (WITH SAW)	16.29	16.86	17.53	18.23
POWER SAW OPERATOR	14.31	14.81	15.40	16.02
TRACTOR OPERATOR	14.99	15.51	16.13	16.78
COMPRESSOR, DRILLER, MIXER OPR	15.19	15.72	16.35	17.00
CEMENT FINISHER	14.63	15.14	15.75	16.38
CONCRETE INSPECTOR	14.72	15.24	15.85	16.48
JACK HAMMER, PUMP, AIR TOOL OPR	14.24	14.74	15.33	15.94
UTILITYWORKER (HYDRO) (80% OF I)	18.47	19.11	19.88	20.67
UTILITYWORKER LEARNER (HYDRO) (70%)	16.16	16.72	17.40	18.09
PROTECTIVE EQUIP. TESTER HELPER (78%)	21.64	22.39	23.29	24.22

**NOTE:** Employees hired in classifications other than those listed here shall be paid the rate of pay that is commonly paid for the classification in the area in which they are hired.

**ARTICLE 10 – RRSP CONTRIBUTIONS FOR LABOUR POOL “B” EMPLOYEES**


**Effective January 1, 2008. If a labour pool “B” employee contributes to the NSPI Group RRSP, NSPI will make a matching contribution up to a maximum of 2% of their regular earnings.**

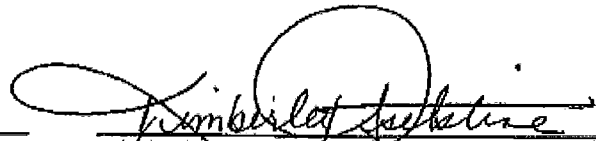
**APPENDIX "A"**  
**Seniority List – Ragged Lake – System Operators**

<b>SENIORITY - RAGGED LAKE</b>					
<b>Personnel #</b>	<b>Name</b>	<b>RAL Seniority Date</b>	<b>Company Seniority Date</b>	<b>Union Seniority</b>	<b>Union Seniority</b>
06078	Allen, Richard T.	15-Jul-74	15-Jul-74		July 17, 2002
06510	Gwynn, Lester W.	20-Mar-85	3-Feb-81		July 17, 2002
06512	Doucette, Neil Richard	11-Jul-87	14-Aug-81		July 17, 2002
06775	Gillis, Gerald E.	3-May-86	21-Feb-81		July 17, 2002
06876	Francis, Kenneth P.	13-Mar-81	13-Mar-81		July 17, 2002
06898	Lutwick, David R.	28-Nov-87	1-Jun-77		July 17, 2002
06949	Noodin, Michael P.	8-Jan-88	6-Mar-81		July 17, 2002
07002	Simpson, Joseph G.	30-May-77	30-May-77		July 17, 2002
07042	Matheson, Iain James	6-Mar-81	6-Mar-81		July 17, 2002
07119	Collicutt, Robert Allan	13-Mar-81	3-Mar-81		July 17, 2002
07156	Horton, Kenneth Ernest	7-Feb-81	7-Feb-81		July 17, 2002
07372	Porter, Clarence E.	13-Mar-81	13-Mar-81		July 17, 2002
07947	Boudreau, Allan Gregory	18-Mar-01	1-Mar-85		July 17, 2002
07978	Yemot, Eric Murray	19-Aug-85	19-Aug-85		July 17, 2002
07995	McCoombs, Michael Dave	13-Jan-86	13-Jan-86		July 17, 2002
08044	MacDonnell, Bruce A.	15-Jan-90	25-Jul-86		July 17, 2002
08127	David, Edwin Joseph	16-Mar-01	23-Mar-87		July 17, 2002
08132	Gates, Kevin S.	14-Sep-01	6-Apr-87		July 17, 2002
08242	DeBay, Francis Joseph	25-Aug-97	21-Mar-88		July 17, 2002
08482	Hawkes, Paul William	18-Apr-90	18-Apr-90		July 17, 2002
08494	O'Neill, John Stanley	25-Jul-97	28-May-90		July 17, 2002
08500	McNeil, Robert Joseph	25-Jul-97	6-Jun-90		July 17, 2002


In Witness Whereof the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 13<sup>th</sup> day of May, 2008.

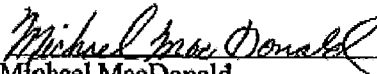
**Nova Scotia Power Incorporated**

  
\_\_\_\_\_  
Ralph R. Tedesco  
President and Chief Executive Officer

  
\_\_\_\_\_  
Kimberley Aselstine  
Director, Human Resources

**The International Brotherhood of Electrical Workers Local Union 1928**

  
\_\_\_\_\_  
David M. Worth  
President

  
\_\_\_\_\_  
Michael MacDonald  
Business Manager and Financial Secretary

**TAKE *SAFETY* WITH YOU –  
ON AND OFF THE JOB!**