

**NSPI Final Offer Package
May 30, 2019**

General Wage Increase

2019	2020	2021
1%	1%	1%

and

All items previously agreed to and signed shall form part of the Collective Agreement.

and

IBEW agrees to all outstanding NSPI proposals as per list below.

NSPI Outstanding Proposals:	Revised
5 - Rights of Management	May 29, 2:30pm
6.4 - Regular PT Employees	
6.5 - Defined HQ	
6.8 - Term Employees	May 28, 11:00 am
6.10 - Multi-Trades	May 28, 11:00 am
7.22(1) - Training Courses Expenses	
10 - Hours of Work	May 30, 1:30pm
12 - Overtime	May 29, 2:30pm
22 - Wage Increases	May 28, 4:30pm
LOA8 - Spare Shift PLT	May 22, 5:00 pm
LOA9 - Maint. Person Cert. Shift	May 29, 2:30pm
LOA10 - Hours of Work- Power Production	
LOA 11 - Hours of Work Power Engineers	
Sec B Article 1 - General	May 29, 2:30pm
Labour Pool Guidelines - Article 4.6 & 4.7	

and

IBEW withdraws all outstanding proposals as per list below.

IBEW Outstanding Proposals:	Revised
LP8 – Modification in Vacation Entitlement	April 11, 2:50 pm
LP9 - Short Notice Vacation Approval	
LP16 - LOA	
FP2 - Janitors	May 22, 10:30 am
FP3 – Shift Change Compensation	
FP5 - Modification to Standby	May 1, 4:30 pm
FP8 - Elimination of Utility 3 and Redistribution of Utility job tasks	May 22, 10:30 am
FP9 - General Wage Increase- Planning Cor.	
FP10 – Increase Lead Hand rate	
FP11 – Wage Premiums Team Leader – Leading System Operator	
FP12 - Wage Premium Supervisor (Temporary Appointments)	
FP14 - Shift Differential	
FP15 – RRSP Labour Pool	
FP16 - Labour Pool Benefits	
FP18 - General Wage Increase	

NSPI

OUTSTANDING PROPOSALS

NSPI Revised Proposal
Article 5 – Rights of Management
May 29, 2019

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.

The IBEW and NSPI agree to work together to maximize value for customers.

ARTICLE 6 - DEFINITIONS

6.4 REGULAR PART TIME EMPLOYEES

A regular employee whose guaranteed hours are less than the standard weekly or daily hours.

ARTICLE 6 - DEFINITIONS

6.5 DEFINED HEADQUARTERS

- (1) 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.
- (2) ~~A Planner may arrange with the company to have his/her home as his/her defined headquarters. The Company may designate an employee's home as their reporting point with seven (7) calendar days' notice.~~ The Company shall retain sole discretion to allow and/or revoke such an arrangement with seven (7) calendar days' notice.

It is the expectation of all employees that they will report to defined headquarters as requested.

NSPI Revised Proposal
6.8 Term Employees
May 28, 2019

6.8 TERM EMPLOYEES

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.

NSPI Revised Proposal
6.10 Multi-Trades
May 28, 2019

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 (3).

Multi-trade premiums apply to all employees as covered by this Collective Agreement.

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

In exchange for agreement to the above language;

NSPI agrees to pay eight (8) hours straight time per week to the labour pool employee(s) of the IBEW's choosing at the rate of pay at that time retroactive to January 14, 2019.

and

IBEW agrees to withdraw grievances 672-19 and 673-19.

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) *When employees are required by NSPI to attend training outside of their regular working hours they shall be paid time and one half their regular rate of pay.*
- (3) 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.
- (4) 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 Apprentices shall select from (a) or (b) below:
 - (A) Power Engineers Apprentices 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.
 - (B) Power Engineers Apprentices 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, WHIMIS, transportation of dangerous goods and Confined Space Awareness.
 - (C) At the end of their Apprenticeship, Power Engineers will revert back to 35 hours per week and no longer participate in the 130 Hour Program.

- (D) Power Engineers in Option A at time of ratification may opt out of this option on April 1st of each year, but once out cannot opt back in.
 - (E) Option A will be closed to new entrants, other than apprentices, after August 1, 2012.
- (5) System Operators will be required to attend the following training and will be paid at ~~two times~~ *time and one half* 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.

- (6) 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 (\$45.00 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 *if required to remain at the temporary accommodations* ~~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.

**NSPI Revised
Article 10
May 30, 2019**

10.1 NON-SHIFT EMPLOYEES

- (1) A regular work week shall consist of five (5) days of eight (8) hours each: 6:00AM to 6:00PM Monday through Friday or four (4) days of ten (10) hours each 6:00AM to 6:00PM Monday through Thursday or Tuesday through Friday. NSPI retains the sole and exclusive right to schedule employees within these timeframes.
- (2) Employees, other than regular shift workers, will report to their defined headquarters ready to begin work at the scheduled time 8:00AM and shall be transported back to headquarters from the work site at the end of their shift by 4:00PM.
- (3) Work schedules will be posted December 1 and June 1. Selection of shifts will be based on seniority and confirmed by December 31 and June 30 respectively.

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.

Power Engineers can be reassigned to day shift hours during extended plant shutdowns or planned outages with seven (7) calendar days notice. A regular work week shall consist of five (5) days of seven (7) hours each: 6:00AM to 6:00PM Monday through Friday. Or four (4) days of eight point seven five (8.75) hours each 6:00AM to 6:00PM Monday through Thursday or Tuesday through Friday. A committee of two management reps and two local IBEW reps will be struck to consult on the details of any hours of work changes.

10.3 SECURITY GUARDS; UTILITYWORKER (SHIFT)

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 ~~the end of their shift~~ 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 \$16.00.

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.~~ **In accordance with article 10.1.**
- (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 ~~in accordance with article 10.1. from 8:00AM to 4:00PM 6:00AM to 10:00PM, 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 in accordance with article 10.1. 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

~~Due to business requirements, work schedules can be changed with seven (7) calendar days' notice. In the event of an emergency, work schedules can be changed within twenty-four (24) hours' notice, within two (2) hours of scheduled start and end times. This clause does not apply to Power Engineers and System Operators. 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.~~ *be in accordance with article 10.1.*
- (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~~

An Operator Assistant will require a 3rd Class Power Engineer's ticket and will be compensated at 75% of the apprentice progression for Power Engineers. ~~An Operator Learner will require a 4th 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 2nd class Power Engineer's certification. The Operator Assistants will be paid their applicable 1st 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/June, 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.

10.19 HOURS OF WORK – PLANNERS

- i. Hours of work for Planners shall ~~be in accordance with article 10.1~~ be a total of ~~forty (40) hours per week to be scheduled Monday to Friday, subject to i) to v)~~ below
 - i) ~~The "core hour period" shall be 7 AM to 5 PM.~~
 - ii) ~~The regular work day shall consist of eight (8) consecutive hours within the core hour period. A Planner may arrange with the Company to have a regular work day of ten (10) consecutive hours within the core hour period. The Company shall retain~~

~~sole discretion to allow and/or revoke such an arrangement.~~

~~iii) The Company shall retain the right to alter a Planner's schedule within the core hour period of seven (7) calendar days' notice.~~

~~iv) A Planner shall be paid two (2) times his/her regular hourly base rate of pay (exclusive of premiums and differentials) when he/she is authorized to work and works outside of his/her regular work day.~~

~~If NSPI can demonstrate to the IBEW that the demands of external customers of the Company require Planner services to be provided on Saturdays, Planners hired after November 23, 2007 may be scheduled to work Tuesday to Saturday, subject to Article 10.19(1) i) to v) above, for the months of June, July, August, and September.~~

10.20 HOURS OF WORK – PLANNING COORDINATORS & WORK MANAGEMENT SPECIALISTS

~~(1) Hours of work for Planning Coordinators and Work Management Specialists shall be in accordance with article 10.1 be a total of forty (40) hours per week to be scheduled Monday to Friday, subject to i) to iv) below.~~

~~i) The "core hour period" shall be 7 am to 5 pm~~

~~ii) The regular work day shall consist of eight (8) consecutive hours within the core hour period.~~

~~iii) A Planning Coordinator may arrange with the company to have a regular work day of ten (10) consecutive hours within the core hour period. The company shall retain sole discretion to allow and/or revoke such an agreement.~~

~~iv) The Company shall retain the right to alter a Planning Coordinator's schedule within the core hour period of seven (7) calendar days' notice.~~

(2) Work Management Specialists will work an average of forty (40) hours per week Sunday through Saturday. The core work hours shall be 7am to 5pm Sunday through Saturday. Hours of operation shall be from 6am to 10pm Monday through Friday, and 6am to 6pm Saturday and Sunday.

i) The regular work day shall consist of eight (8) or ten (10) consecutive hours within the hours of operation, with the exception of Saturdays and Sundays which will consist of twelve (12) consecutive hours.

- ii) Shift differentials as per Article 16.6, will be paid for hours worked between 6am to 7am and 5pm to 10pm Monday through Friday, and 6am to 7am and 5pm to 6pm Saturday and Sunday.
- iii) The Company shall retain the right to alter a Work Management Specialist's schedule within the hours of operation of seven (7) calendar days' notice.

Notes:

- NSPI will rotate Work Management Specialists shift throughout the schedule, with the exception of satellite offices.
- NSPI will agree to post the schedule *in accordance with 10.1* ~~three (3) months in advance.~~
- The DCC, subject to management approval, will dispatch trouble calls out side of the Work Managements Specialist's core hours of work, and holidays.

NSPI Counter Proposal

Article 12

May 29, 2019

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 in excess of the regular scheduled workday shall be paid at time and one half the regular rate of pay for the first four (4) hours and double the regular rate of pay after four (4) hours.~~
- (B) Saturday, Sunday: All hours worked shall be paid at ~~time and one half the regular rate of pay for the first four (4) hours and double the regular rate of pay after four (4) hours.~~
- (C) ~~All overtime hours worked in excess of eight (8) hours per week shall be paid at double the regular rate of pay.~~
- (D) Statutory Holidays: All hours worked shall be paid at double the regular rate of pay in addition to the regular holiday pay.
- (E) 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 ~~double the regular rate of pay 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 ~~double the regular rate of pay 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 (*two (2) hours before start shift*)

When an employee is given 12 hours' advance notice to report for duty on a regular working day *two (2) hours or less before the beginning of*

~~their shift 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 the regular start of their shift 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 ~~two (2) hours or more before the start of their shift 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 ~~scheduled day 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~~

~~An hour of pay per twenty-four (24) hour standby period, eight (8) hours for seven (7) consecutive days on standby and two (2) hours paid for twenty-four (24) hours standby period on holidays.~~

Employees required to do standby **will be provided with a Company issued**

cell phone.

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

NOTE: ~~Standby is applicable to all classifications.~~ 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.

~~(D) WORK MANAGEMENT SPECIALIST~~

~~Employees required to do standby duty on Friday, Saturday, Sunday, Monday or holidays shall be compensated in the following manner, based on the employee's rate for each weekend of standby and, in addition, shall be paid at the prevailing overtime rate for all time worked:~~

- ~~i) 4 hours' pay per period; or~~
- ~~ii) 5 hours' pay per period in which a statutory holiday falls; or~~
- ~~iii) 6 hours' pay per period in which two statutory holidays fall~~

(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 \$16.00 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. **If a meal is provided by the company, employees will not receive a meal chit.**

(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 \$16.00 for each five (5) hours actually worked. **If a meal is provided by the company, employees will not receive a meal chit.**

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. **If a meal is provided by the company, employees will not also receive a meal chit.**

(C) PLANNED OVERTIME

When planned overtime is worked on an employee's regular days off or ~~two (2) hours or less before the beginning of their shift 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. **If a meal is provided by the company, employees will not receive a meal chit.**

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. **If a meal is provided by the company, employees will not 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.

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~~ *time and one half the regular rate of pay for the first four (4) hours and double the regular rate of pay after four (4) hours*. Saturdays, Sundays, and Holidays as designated in this Agreement will be paid at ~~double the regular rate of pay~~ *time and one half the regular rate of pay for the first four (4) hours and double the regular rate of pay after four (4) hours*. *All overtime hours worked in excess of eight (8) hours per week shall 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 ~~double the regular rate of pay~~ *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 ~~double the regular rate of pay~~ *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 \$16.00 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. **If a meal is provided by the company, employees will not receive a meal chit.**

(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 \$16.00 for each additional five (5) hour period actually worked. **If a meal is provided by the company, employees will not receive a meal chit.**

(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. **If a meal is provided by the company, employees will not receive a meal chit.**

(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.

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. *Term employees will be eligible for unplanned overtime when their work assignment requires a continuation of work.*

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 OPERATOR/TECHNICIAN

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.

**NSPI Revised
LETTER OF AGREEMENT #8
Spare Shift PLT and Shift PLT
May 22, 2019**

~~June 14, 2019~~ **May 22, 2019**

This Letter of Agreement will confirm the Terms & Conditions for the classification under Article 7.1 of the Collective Agreement between NSPI and IBEW Local 1928 for the classification of Powerline Technician Shift Spare and to identify the maximum number of spare shift employees and regular shift employees by depot.

1. The PLT Shift Spare classification will be paid as per the Collective Agreement at the same rate as outlined for PLT Shift under Article 15 of the Collective Agreement. All Applicable Shift premiums will be paid as per the Collective Agreement.
2. Hours of work for PLT Shift Spare are:
 - a) From September 16 - June 14 a regular work week ~~will consist of a shift of five (5) Days of eight (8) hours each 8:00am - 4:00pm Monday - Friday (40 hours) in accordance with article 10.1.~~
 - b) The depots ~~of Halifax which will include Sackville, Dartmouth, Kempt Road & St. Margaret's Bay and Sydney which includes Keltic Drive will follow the Metro shift as per Article 10, clause 10.4(2) with four (4) or more PLT Shift positions will follow the Metro shift as per article 10, clause 10.4(2).~~ All other depots in the province will follow the rural shift as per Article 10, clause 10.4(3).
 - c) The PLT Shift Spare may be assigned from September 16 to June 14 to the rural or urban shift pattern based on the location identified in clause (b) above. Circumstances that would warrant this change shall be: a change to shift compliment, changing customer demands, regional workload, sickness and vacation coverage or personal development. In these cases the employee shall be provided with a minimum of seven (7) days' notice of the change.
3. The PLT Shift Spare will work the same amount of annual hours as a PLT Shift (Eighty (80) hours every two (2) week period).
4. The PLT Shift Spare will also be required to do standby duty, per Clause 12.1.

5. The total maximum combined number of PLT Shift Spare plus PLT Shift Regular positions will be **52 provincially as follows, not to exceed any combination of eight (8) PLT Shift Spare and PLT Shift Regular in any one depot.**

a) Sydney	7
b) Port Hawkesbury / River Bourgeois	2
e) Stellarton	4
d) Truro	3
e) Amherst	3
f) Sackville	5
g) Dartmouth	5
h) Kempt Road	3
i) St. Margaret's Bay	3
j) Windsor	2
k) Bridgewater	4
l) Coldbrook	3
m) Milton	2
n) Yarmouth	4
o) Kingston	2

6. All other Articles in the current collective agreement between Nova Scotia Power and IBEW Local 1928 not identified in the above LOA will apply to the PLT Shift Spare.

These new Spare Shift Classifications will only apply to newly posted vacancies. The current permanent employees holding regular day work positions in the PLT classification shall not be reduced in numbers by the establishment of these new positions.

**NSPI Revised
LETTER OF AGREEMENT #9
Maintenance Person Certified (Shift)
May 29, 2019**

June 14, 2012 ~~May 29, 2019~~

This Letter of Agreement (LOA) replaces the LOA's dated March 18, 2002, May 13, 2008 and August 11, 2009.

The parties hereby agree to the following:

1. This LOA applies to employees hired in the Maintenance Person Certified (MPC) Shift Classification only.
2. ~~This LOA replaces the LOA for the Mobile Maintenance Work Team (MMWT) dated May 13, 2008. All existing active employees that are deemed part of the MMWT will be subject to the hours of work of this LOA. When the employees leave these positions they may not be backfilled.~~
3. The maximum number of Maintenance Person Certified Shift positions in each operating area shall be limited to the following number:
 - Six (6) Maintenance Person Certified (Shift) – Lingan Generating Station
 - Four (4) Maintenance Person Certified (Shift) – Point Aconi Generating Station
 - Four (4) Maintenance Person Certified (Shift) – Point Tupper Generating Station
 - Two (2) Maintenance Person Certified (Shift) – Point Tupper Biomass
 - Seven (7) Maintenance Person Certified (Shift) – Trenton Generating Station
 - Six (6) Maintenance Person Certified (Shift) – Tuft's Cove Generating Station
 - Eight (8) Maintenance Person Certified (Shift) – Hydro (MHM)
4. All MPC (Shift) positions listed in excess of the above numbers in their normal report point shall be posted as regular Maintenance Person Certified (day) within their existing report points.
5. Normal hours of work for employees in the above classification shall be forty (40) hours per week, as per Article 10.1. ~~A regular work week shall consist of five consecutive workdays from 8:00 am to 4:00 pm.~~ Hours of work may be changed by the company with five (5) calendar days advanced notice or with two (2) calendar days advance notice for forced unit outages. Hours of work may be changed to ~~eight (8) consecutive hours, ending no later than 12:00am either 4:00 pm to 12:00 am~~ or from five (5) eight (8) hour workdays to four (4) ten (10) hour workdays by

extending the length of the shift by two (2) hours per day. Shift differential shall apply in accordance with the Collective Agreement.

6. Changes to hours of work for employees identified in this letter of agreement will be shared on a rotational basis (not balanced by total hours).
7. If the Company changes an impacted employee's schedule without either two (2) calendar days' notice or (5) five calendar days' notice as the case may be, all hours worked shall be paid at two (2) times such employee's regular hourly base rate of pay (exclusive of premiums and differentials) to a maximum of two days.
8. The current employees holding regular day work positions in this classification (Maintenance Person Certified) shall not have their number reduced or their hours of work changed and shall not be affected in any way by this LOA.
9. The Maintenance Person Certified (Shift) position will only be utilized during planned maintenance outages or forced maintenance outages. ***This section does not apply to employees hired after date of ratification of this Collective Agreement (2019).***

Letter of Agreement #10
Hours of Work — Non-Shift Employees Power Production

June 9, 2015

This letter will confirm our agreement regarding Article 10.1 (1), the terms of which are as follows:

A regular work week for employees whose locations are listed below shall consist of five (5) days of eight (8) hours each: 7:00AM to 3:00PM Monday through Friday. This shift schedule shall remain in place until the end of the current contract, March 31, 2019.

The locations are as follows:

- **Tuft's Cove Generating Station**
- **Trenton Generating Station**
- **Point Aconi Generating Station**
- **Point Tupper Generating Station**
- **Lingan Generating Station**
- **Port Hawkesbury Biomass Facility**

For Storekeepers and Leading Storekeepers who work in the Thermal plants listed above, Article 10.11 does not apply.

Letter of Agreement #11
Hours of Work – Power Engineers

June 9, 2015

A joint committee of union and management will be formed at each plant to review the Power Engineer shift schedule and will consider the following option in place of Article 10.2(1).

Power Engineers, Auxiliary Power Engineers, Operator Assistants, Operator Learners and associated Apprentices, will be provided the opportunity to vote annually on the option of transitioning to a 4 Shift model. A shift under this model shall consist of twelve (12) hours per day. Pay calculations shall be based on a forty-two (42) hour week. This option will be considered on a plant by plant basis.

Beginning in ~~2020~~ 2017, each committee will make a recommendation by September 30 of each year. The recommendation must be approved by the Sr. Director, Power Production, ~~VP~~ GM Human Resources and IBEW Business Manager ~~before going to vote~~.

~~Any negotiated changes must be ratified by sixty six and two thirds (66.6%) percent of the immediate working group and would not impose a change of hours of work upon other employees.~~

If there is agreement to change, this option will replace Article 10.2(1)

**NSPI Revised
SECTION B
May 29, 2019**

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 in this order.

- (1) 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 ~~or four (4) days based on ten (10) regular hours per day~~ and 40 regular hours per week shall be paid at overtime rates of pay as outlined under Section A.

~~Planned work will be defined as work that is known and posted on a common bulletin board no later than four (4) hours prior to the start of the Term employee's shift. The use of the Labour Pool applies to all classifications covered in the Collective Agreement.~~

- (2) ~~The maximum number of term Maintenance Person Certified (Shift) positions utilized for an evening schedule in thermal operations shall be limited to two (2) per thermal plant. There will be no restrictions on performance of unplanned work.~~

~~The number of term Maintenance Person Certified (shift) workers so utilized~~

~~shall work a Monday to Friday schedule, with the exception of periods of
planned work as per Section B, Article 1(1) — General.~~

LABOUR POOL GUIDELINES

ARTICLE 4 – HOURS OF WORK AND OVERTIME

- 4.6 *Hours of work will be as per the Collective Agreement, Section B, Article 1. When calling the Labour Pool Administrator for workers, Supervisors will inform the Administrator as to the scheduled hours of work for these employees for the job to be completed. Changes to these hours of work will be as per Article 10.13 of the Collective Agreement between NSPI/IBEW.*
- 4.7 *During a planned unit shutdown only, a supervisor may contact the Labour Pool Administrator to request a change of hours within the first week of the shutdown (Ex: Days/Nights/Back shifts) because of unforeseen circumstances. If unforeseen circumstances arise which are not included above, NSPI will contact the Labour Pool Administrator for a change of hours. The Labour Pool Administrator will notify the Business Manager of the change.*

IBEW

OUTSTANDING PROPOSALS

IBEW Counter Proposal

LP 8 – Vacation

April 11, 2019

11.2 (2) VACATIONS

(2) VACATION ENTITLEMENT - NON-SHIFT WORKERS

(A) During the first year or part year of service to December 31, at the rate of $1\frac{1}{4}$ 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 ($1\frac{1}{4}$ days per month).

(C) After ten (10) years service, twenty (20) working days each year ($1\frac{2}{3}$ days per month).

(D) Fifteen (15) years service or more, twenty two point five (22.5) working days each year ($1\frac{7}{8}$ days per month).

(E) Twenty (20) year service or more, twenty five (25) working days each year ($2\frac{1}{12}$)

(F) Twenty-Five (25) years service or more, thirty (30) working days each year ($2\frac{1}{2}$ 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 15 years' service – 60 hours

(3) After 20 years' service – 80 hours

(4) 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 15 years service - 180 hours each year (15.00 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) Fifteen (15) years of service, 189.17 hours each year (15.76 hours/month)

(E) Twenty (20) years of service, 210 hours each year (17.5 hours/month)

(E) After twenty-five (25) years of service, 252 hours each year (21.00 hours/month)

Language Proposal 9: Short Notice Vacation Approval

Subject: Adding a clause allowing for short notice vacation approval

There is no current clause regarding approval of short notice vacation.

Union's Proposal:

11.2-5 (J) Vacations

All employees shall be entitled to four (4) short notice vacation shifts per year, not exceeding two (2) in one (1) given occurrence.

Language Proposal 16: Letters of Agreements

Subject: Changing the date of the LOA's to reflect the new Collective Agreement.

This would include the following LOA's:

LOA#3 - New Classifications MRII

LOA#10 - Hours of Work - Non-Shift Power Production

LOA#11 - Hours of Work - Power Engineers

IBEW Counter Proposal

Custodians / Utility III

May 22, 2019 10:30am

Janitors will now be referred to as Custodians throughout the Collective Agreement.

Custodians new wage rate will be 65% of the Utility 1 rate - 19.47

The Union proposes to eliminate Utility III (and Utility III Shift) job classification and propose a new distribution of job duties.

Article 15 Classifications and hourly wage rates

Utilityworker I	29.96
Utilityworker II (80% Of I)	23.97
Utilityworker III (62% Of I)	18.58
Utility worker I (Shift)	29.96
Utility worker II (Shift)	23.97
Utility worker III (Shift)	18.58

The following indicates the type of work that a Utility Worker or Utility Worker (Shift) could be assigned, and the compensation level associated with these tasks.

Utility I or Utility I (Shift)

- **Operating heavy equipment (a loader, backhoe, excavator, water truck, rail shunter, or any other equipment that requires air break endorsement)**
- **Snow removal when a loader or dozer is used**
- **General carpentry that does not require red seal designation by law (building forms, structural walls, enclosures, roofs, installation of windows, erection of buildings)**
- **Removal and/ or reinstallation of insulation and/ or boiler cladding (pipe insulation, Cerwool turbine insulation, refractory insulation, walls)**
- **Asbestos insulation removal, clean up, etc (lead role and assistants)**
- **Erection and inspection, dismantling or removal of all staging**

- Lubrication program (including assistant)
- Ultrasonic thickness testing
- Cleaning boiler (internal)
- Light plumbing repairs (repair taps, shower heads, toilets, sinks, hot water tank leaks etc)
- Fiberglass reinforced pipe repairs
- Ceramic tiling
- Lead operator on vacuum truck
- General repairs and tune up of mobile scrubbing units
- Any work off a swing staging or Bosun's chair
- Operation of rotary dumper
- Basic roof repairs
- Roving man watch
- Coal unloading
- Operating coal hoist system
- Operating ash silo

Utility II or Utility II (Shift)

- Operating mobile equipment (includes small tractors, forklifts, snowplowing equipment, mobile sweeper, etc)
- Condenser cleaning (shooting brushes)
- Assisting a Utility I (or Utility Shift) worker
- Mobile wet/ dry vacuum lead operator
- Working in a confined space
- Snowplowing using a truck with a plow, snow shovelling, salting/ sanding
- Seaweed cleaning in pump house
- Cleaning in coal system
- Washing floors
- Mowing grass/ yard work
- Cleaning equipment
- Cleaning boiler house (external wash down)
- General labour
- General cleaning (shovelling, sweeping, wiping etc)
- Janitorial type duties
- Confined space watch person
- Cleaning coolers
- Painting
- Operation of hand tools
- Assisting a Utility I (or Utility I shift)
- Cleaning portable water coolers
- Managing coveralls

Note: Regular employees currently classified as Utility I, II (or Utility Shift I, II) will maintain their current rate of pay while performing in lower Utility classifications and will also maintain the classification they presently hold.

Note: Article 7.17 is to be respected when Utility Workers are moving from job to job, and not to be abused.

Note: Employees conducting loss control inspection will be paid their regular rate of pay.

Financial Proposal 3: Shift Change Compensation

Subject: Shift employee's compensation for shift change over

There is currently no clause in regards to shift change over compensation

Union's Proposal:

10.21 Shift Workers Shift Change Compensation

Where the beginning of a shift workers shift coincides with the ending of the employee's shift they are relieving, without any overlap, each employee shall be paid one half (0.5) hour at their regular rate in addition to their regular compensation.

IBEW Revised Proposal

FP5 – 12.1 Standby

May 1, 2019 (3:00pm)

12.1 (5) Compensation For Standby- General

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~~ 12 hours' pay per week; or

(B) ~~10~~ 15 hours' pay per week in which a statutory holiday falls; or

(C) ~~12~~ 18 hours' pay per week in which two (2) statutory holidays fall

Employees required to do standby will be provided with a Company issued cell phone.

Changeover 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.

~~(D) WORK MANAGEMENT SPECIALIST~~

~~Employees required to do standby duty on Friday, Saturday, Sunday, Monday or holidays shall be compensated in the following manner, based on the employee's rate for each weekend of standby~~

~~and, in addition, shall be paid at the prevailing overtime rate for all time worked:~~

~~i) 4 hours' pay per period; or~~

~~ii) 5 hours' pay per period in which a statutory holiday falls; or~~

~~iii) 6 hours' pay per period in which two statutory holidays fall~~

Note* 12.1-5 (D) will be omitted and Work Management Specialist will be included in 12.1-5 (A, B, C) compensation for standby.

(D) If the scheduled standby person requires a back up person due to SWP 02 (Hours of Work), the back up person shall be paid four (4) hours at their regular rate of pay per occurrence, in addition to the prevailing overtime rate of pay for all time work

Financial Proposal 9: General Wage Increase Planning Coordinator

Subject: Increasing the general wage of a Planning Coordinator to \$25.75, (80% of a Work Management Specialist)

Union's Proposal:

15 Classifications and hourly wage rates

~~Planning Coordinator~~ ——— ~~22.22~~

Planning Coordinator (80% Of Work Management Specialist) 25.75

Financial Proposal 10: Increase Lead Hand rate

Subject: Increase Lead hand rate to 110% of the job rate

Union's Proposal:

15 Classifications and Hourly wage Rates

***Note**

Lead Hand rate is calculated as ~~105%~~ **110%** of the job rate

Financial Proposal 11: Wage Premiums Team Leader- Leading System Operator

Subject: Increase Team Leader to (110%)

Union's Proposal:

16.1 (4) Trades

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%)~~ **one hundred and ten (110%)** percent of the employee's hourly rate.

Financial Proposal 12: Wage Premium Supervisor (Temporary Appointments)

Subject: Increase Supervisor (Temporary Appointments) to (10%).

Union's Proposal:

16.1 (2) Trades

(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 ~~5%~~ **10%** an hour above the Leading Hand rate when, at the sole discretion of the Company, so designated.

16.2 (2) General and Other

Supervisor (Temporary Appointments)

An employee, assigned by their Supervisor to replace an employee outside the bargaining unit, will be paid a premium of ~~five percent (5%)~~ **ten percent (10%)** an hour above the Leading Hand rate when, at the sole discretion of the Company, so designated

Financial Proposal 14: Shift Differential

Subject: Modification to shift differential premiums

Union's Proposal:

16.6 Shift Differential

(1) A shift differential equal to ~~\$1.59~~ **4% of the Power Engineer's regular hourly rate** will be added for the 4:00PM -12:00AM shift.

A shift differential equal to ~~\$3.98~~ **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 ~~\$1.86~~ 4.67% of the Power Engineer's regular hourly rate.**

(2) 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.

(3) 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 ~~stated above in 16.6(1).~~ in the Collective Agreement.**

(4) Employees entitled to receive shift differential who regularly work a rotating shift schedule covering a twenty-four (24) hour period shall receive ~~\$1.86~~ **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

(5) Employees working a shift schedule as contemplated by (4) above shall also receive ~~\$1.86~~ **4.67% of the Power Engineer's rate in the Collective Agreement** for each approved hour of paid leave taken.

(6) Employees entitled to receive shift differential who work a shift schedule which is different from that outlined in (4) above, shall receive a shift differential of:

- a. ~~\$0.00~~ 0% for each regularly scheduled hour worked between 8:00 AM and 4:00 PM
- b. ~~\$1.59~~ **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. ~~\$3.98~~ **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 differentials as outlined above for each approved hour of paid leave taken.

(7) For all overtime hours worked, employees entitled to receive the shift differential shall be paid a differential of:

- a. ~~\$0.00~~ 0% for each regularly scheduled hour worked between 8:00 AM and 4:00 PM
- b. ~~\$1.59~~ **4% of the Power Engineer's rate in the Collective Agreement** for each hour worked from 4:00 PM to 12:00 AM
- c. ~~\$3.98~~ **10% of the Power Engineer's rate in the Collective Agreement** for each hour worked from 12:00 AM to 8:00 AM

Letter of Agreement #1 Auxiliary 1st Class Power Engineer

2. Auxiliary Power Engineers will be paid as per the Collective Agreement at the same rate as a 1st Class Power Engineer as outlined under Article 15 as per the apprentice rate for the same classification. All applicable premiums will apply. Shift differential for the Auxiliary Power Engineer will be paid as ~~\$1.86~~ **4.67% of the Power Engineer's rate in the Collective Agreement.**

Financial Proposal 15: RRSP Labour Pool

Subject: Increase to RRSP contributions

Union's Proposal:

Section B 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%~~ **4%** of their regular earnings.

Eligible employees shall direct the Company, in writing, a percentage of base earnings to be contributed to the plan via a payroll deduction. Such contributions shall apply to an eligible employee during any period of employment with the company. Changes to such contributions shall occur if the Company is so directed, in writing, by an eligible employee.

It is the responsibility of eligible employees to ensure that total contributions to the Plan and other personal Retirement Savings Plans do not exceed the Canada Revenue Agency limits. The company shall match eligible employees' contributions to the Plan to a maximum of two percent ~~(2%)~~ **four percent (4%)** of eligible employees' basic earnings.

Eligible employees shall be responsible to provide to the Company all documentation applicable to the Plan and to maintain accurate personal information with the Company.

The IBEW, Local 1928 shall be responsible to provide the Company and active list of eligible employees on a quarterly basis.

Financial Proposal 16: Labour Pool Benefits

Subject: Addition of cost shared benefits.

There is no current clause in regards to cost shared benefits for labour Pool employees.

Union's Proposal:

Section B Article 12 Extended Health Benefits

The Company shall bear one-half (1/2) of the cost of a proposed extended health and prescription drug program as described in a submitted policy proposal from suggested third party administrator (Benefit Plan Administrators (Atlantic) Limited).

Financial Proposal 18: General wage Increase

Subject: General wage increase of 5% on a four year contract;
retroactively

Article 15 Classifications and hourly wage rates

Article 22 Terms Of Agreement

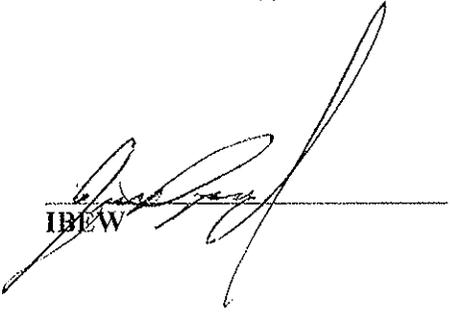
AGREED UPON PROPOSALS

April 10, 2019- 1:15pm
Agreed to Changes

6.11 POWER PLANT TECHNICIAN CLASSIFICATION

- (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
- (G) Instrument Technician and Electrical Technician
- (H) Chemical Technician and Electrical Technician
- (I) Instrument Technician and Chemical Technician



IBEW

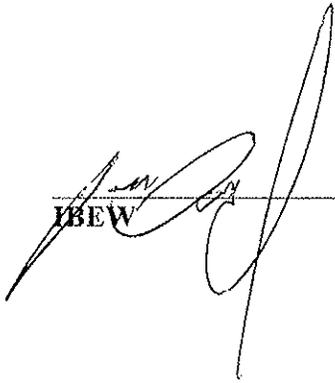


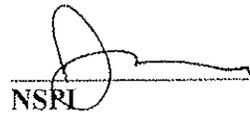
NSPI

April 10, 2019- 1:15pm
Agreed to Changes

7.13 SUBSTITUTION FOR SUPERVISOR, LEAD HAND

- (5) Career feedback 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.





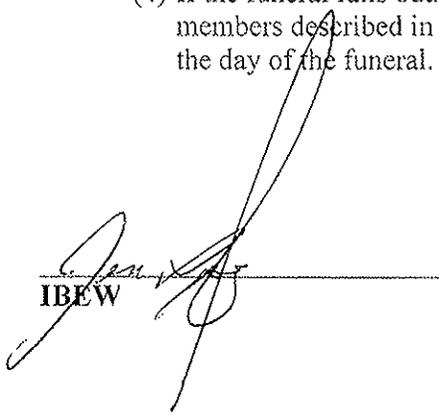
April 9, 2019 1:15pm
Agreed to changes

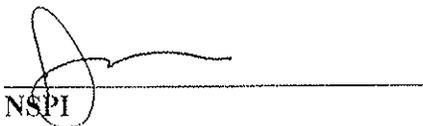
8.1 BEREAVEMENT LEAVE

- (1) Employees who find it necessary to be away three (3) working days following the death of their partner, mother, father, son, daughter, stepchild, brother, sister, grandparents or grandchildren, shall suffer no loss of pay for these days.

New Clause:

- (4) If the funeral falls outside of the three (3) days following the death of the family members described in 8.1(1) and 8.1(2) the employees, shall suffer no loss of pay for the day of the funeral.

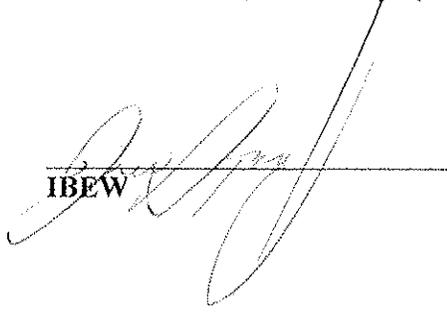




April 11, 2019 10:00am
Agreed to Changes

S. 8.5 DOMESTIC VIOLENCE LEAVE

An employee who is a victim of domestic violence or who has a child under the age of eighteen (18) who is a victim of domestic violence is entitled to a leave of absence as per the Nova Scotia Labour Standards Code and the Emera Leave of Absence Policy and Procedure (Section: Domestic Violence Leave). It is the responsibility of the employee to advise their supervisor, Human Resources or Health and Wellness of their requirement for the leave. The business will provide any additional guidance or support and take the appropriate precautions to support the safety of the employee while at work.



IBEW



NSPI

April 11, 2019 4:00pm
Agreed to Changes

SECTION B TERM EMPLOYEES

ARTICLE 7 - WAGES

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.

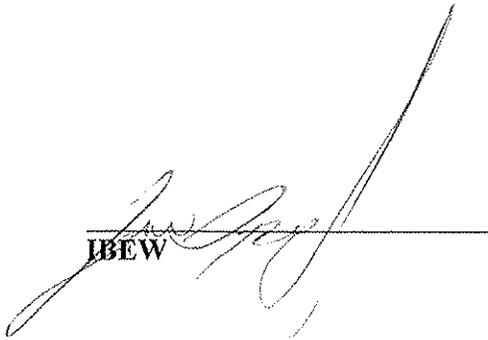
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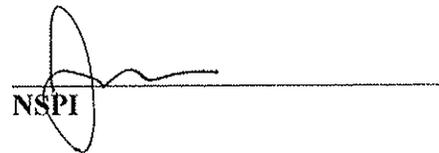
ARTICLE 9 - WAGE RATES - TERM EMPLOYEES (Table)

and

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.

At the conclusion of collective bargaining the articles and clauses may need to be renumbered.

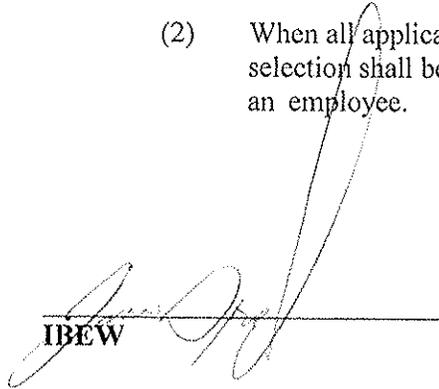

IBEW


NSPI

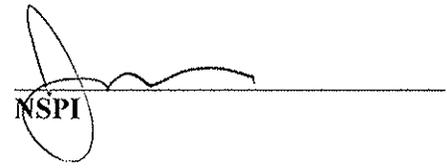
April 30, 2019 10:00am
Agreed to Changes

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.



IBEW

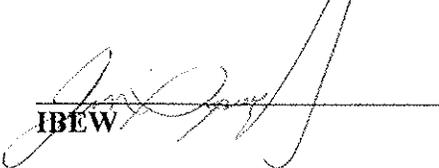


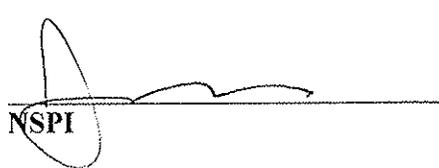
NSPI

April 30, 2019 10:00am
Agreed to Changes

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 online 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 online showing the names and postings of people who have been appointed to fill vacancies during the previous month.

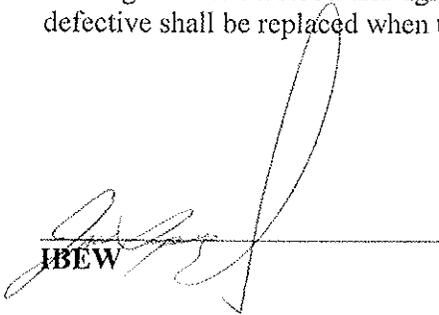

IBEW

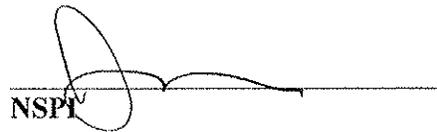

NSPI

May 1, 2019 10:00am
Agreed to Changes

SECTION B ARTICLE 11 PROTECTIVE FOOTWEAR

Labour Pool "A" and "B" employees will be provided with protective footwear every twenty-four (24) months provided they have accumulated twelve (12) months of work in the previous two (2) calendar years. Issuing protective footwear will be coordinated with the annual Labour Pool training. 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.

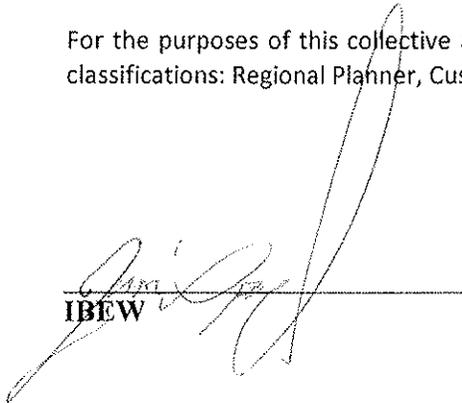




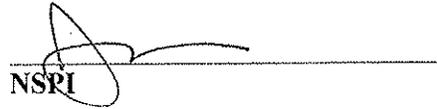
May 1, 2019 1:30pm
Agreed to Changes

s. 6.12 PLANNERS

For the purposes of this collective agreement "Planners" will include, and be limited to, the following classifications: Regional Planner, Customer Planner and Forestry Coordinator.



IBEW



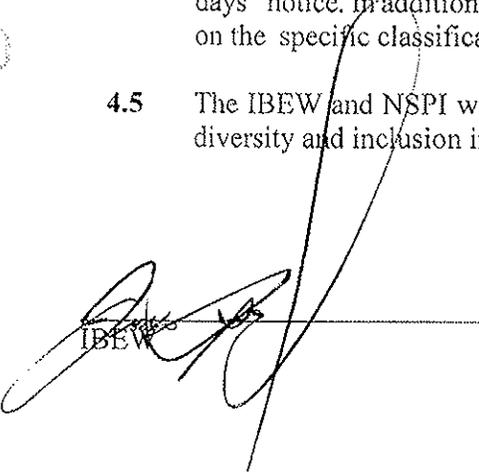
NSPI

May 21, 2019 3pm
Agreed to Changes
Article 4 – Apprenticeship

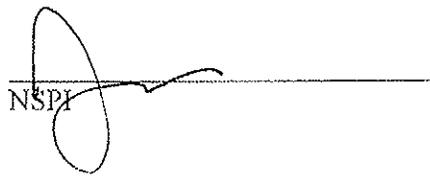
ARTICLE 4 - APPRENTICESHIP

- 4.1 Trades training programs will involve the N.S. Department of Labour and Advanced 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) **The IBEW/NSPI Apprenticeship Manual will be biannually reviewed by the Joint Apprenticeship Committee and the JAC will make recommendations to the Parties concerning revision and renewal.**
 - (4) 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.
- 4.5 The IBEW and NSPI will work together to align the Apprenticeship Program with diversity and inclusion initiatives.



IBEW



NSPI

May 21, 2019
Agreed to Changes
LOA#5 Regional Planner Classification

LETTER OF AGREEMENT #5 Regional Planner Classification

May21, 2019

This Letter of Agreement will confirm the Terms & Conditions between NSPI and IBEW Local 1928 for the classification of Regional Planner.

1. When Regional Planner jobs are posted they will indicate that, "if no qualified candidates apply, applicants who have successfully completed a two year Electrical Engineering Technologist program (or equivalent training and experience) may be considered as Apprentice Regional Planners".
2. The qualifications for Regional Planner Positions in **Field Operations** are as follows:
 - Regular employees who are Journeyperson PLT's with a minimum of one year or more of experience in the line trade, or
 - Regular employees who are Electrical Engineering Technologists with 2-3 years of transmission and distribution design experience.

Successful applicants, who meet these criteria, will become Regional Planners at the full rate of pay, per the Collective Agreement.

3. The qualifications for Regional Planner Positions in **System Maintenance** are as follows:
 - Regular employees who are Journeyperson Electricians with a minimum of one year or more of experience working for System Maintenance, or
 - Regular employees who are Electrical Technicians with a minimum of one year or more of experience working for System Maintenance.

Successful applicants, who meet these criteria, will become Regional Planners at the full rate of pay, per the Collective Agreement.

4. The qualifications for Regional Planner Positions in the **Underground Operations**

team are as follows:

- Regular employees who are Journeyperson Electricians with a minimum of one year or more of experience working for the Underground Operations team, or
- Regular employees who are Electrical Engineering Technologists with 2-3 years of underground systems design experience.

Successful applicants, who meet these criteria, will become Regional Planners at the full rate of pay, per the Collective Agreement.

5. Apprentice Regional Planner pay rates will be based on a percentage of the Regional Planner rate as agreed to between NSPI and IBEW Local 1928. Apprentices will start at the 5th six months in a schedule as follows:

5th six months 80% of the Regional Planner rate
6th six months 85% of the Regional Planner rate
7th six months 90% of the Regional Planner rate
8th six months 95% of the Regional Planner rate

6. The apprentice Regional Planner classification will be subject to the Conditions of the Apprenticeship program as agreed by the Joint Apprenticeship Committee, under "in house apprenticeships". The minimum pre-requisite for new hires in the apprenticeship is successful completion of a two year Electrical Engineering Technologist program.

All other Articles in the current collective agreement between Nova Scotia Power and IBEW Local 1928, not identified in the above LOA, will apply to regular Apprentice Regional Planners.

IBEW

NSPI

May 21, 2019 3pm
Agreed to Changes
Section B Article 2 Labour Pool

ARTICLE 2 - LABOUR POOL

A term employee after their first 480 hours (420 hours for Power Engineers) 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 "A" Labour Pool 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 \$110.00 per day if travel of more than 100 km each way is required from their primary residence.

By local arrangement, traditional jobs will be performed by students.

IBEW

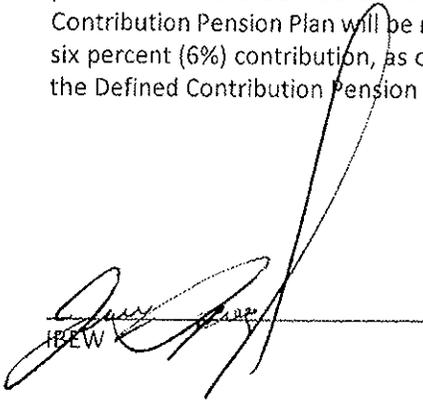
NSPI

May 21, 2019 3pm
Agreed to Changes
Letter of Agreement #12 Defined Contribution Pension Plan

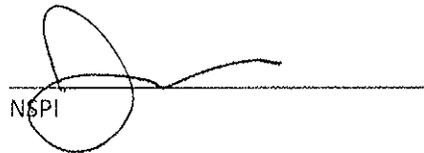
**Letter of Agreement #12
Defined Contribution Pension Plan**

May 2, 2019

In accordance with agreement reached during 2019 collective bargaining, effective the first full pay period in 2020, all IBEW members within the Defined Contribution Pension Plan will be required to contribute six percent (6%) and the Company will match the six percent (6%) contribution in accordance with the provisions of the Defined Contribution Pension Plan. All new IBEW employees joining the Defined Contribution Pension Plan will be required to contribute six percent (6%) and the company will match the six percent (6%) contribution, as of the first full pay period in 2020, in accordance with the provisions of the Defined Contribution Pension Plan.



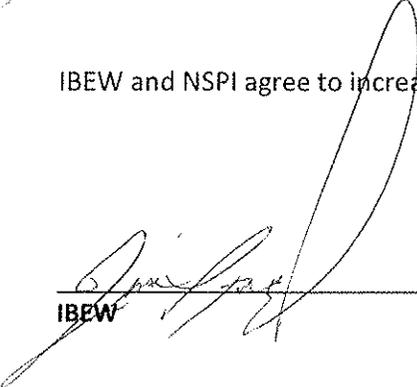
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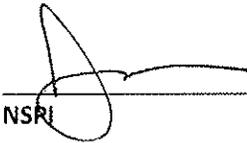
NSPI

May 22, 2019 5:00pm
Agreed to changes

IBEW and NSPI agree to increase the overtime meal chits in Article 12 from \$15.00 to \$16.00.



IBEW



NSPI

May 22, 2019 5:00pm
Agreed to Changes

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 PPTI classification on or before December 2, 2004 who shall be deemed to have seniority within the PPTII 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

Temporary Lay Off (TLO) is applicable when NSPI is not able to offer other alternative employment options within one hundred (100) km of the employees defined headquarters. 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.

- (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

- (A) No benefits shall be payable if Total Disability is the direct or indirect result of any one of the following causes.
 - (i) Voluntary injury, whatever the state of mind of the Covered Employee,
 - (ii) Injury sustained during the Covered Employee's active participation in a civil commotion, riot or an insurrection,
 - (iii) Injury sustained during a war, whether declared or not.

- (B) This benefit does not apply if the Covered Employee commits or attempts to commit a criminal act.
- (C) If Disability occurs during a period of absence during which this benefit has remained effective and the premiums have been paid during such absence, the Elimination Period shall start from the first day of Disability, but benefits may not be paid before the completion of said Elimination Period, nor before the expected date of return to work, as notified to the Company in writing before the beginning of the absence.
- (D) No monthly benefit shall be payable during any of the following periods:
 - (i) While the Covered Employee receives maternity benefits under any provincial or federal act.

During a maternity or parental leave taken in accordance with any provincial or federal act or any agreement between the Covered Employee and the Employer.

(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'

- (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 nine 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).

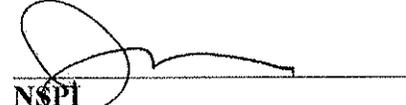
- (C) Regular employees, when notified that they have been designated for layoff or are being laid off due to being displaced, must indicate the option they will exercise within a maximum of twenty-one (21) calendar days from the day of receiving such notice.
- (D) A committee of two (2) representing 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.


IBEW


NSPI

May 22, 2019 5:00pm
Agreed to Changes

9.1 ILLNESS 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 **illness** or injury.

(2) REPORTING OF ILLNESS

Each employee absent from duty on account of **illness** 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 **illness** 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 **illness** or injury.

(4) RECOVERY OF BENEFITS RESULTING FROM THIRD PARTY ACTION

Where **illness** 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 **Illness and Injury** Plan as outlined in 9.2 and the Long-Term Disability Plan as outlined in 9.3.

9.2 SHORT TERM ILLNESS AND INJURY PLAN

(1) APPLICATION FOR BENEFITS AND MEDICAL EVIDENCE REQUIREMENTS

(A) To be eligible for non-occupational Short Term **Illness and Injury** 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, an **Absence Form** must be completed and submitted to the employee's supervisor immediately following return to work.
- (2) For absences extending beyond three (3) work days, the employee is required to contact Health and Wellness by phone to discuss anticipated return to work date and whether a G4100 is required. When the **Healthcare Professional Report (G4100)** is required it must be completed by the Physician and employee within ten (10) calendar days from being notified of the requirement. **The Healthcare Professional Report (G4100)** is to be submitted to Health & Wellness within twenty-four (24) hours upon receipt of the completed form, except in special circumstances. In the case of prolonged absence due to **illness** or injury where the disability continues, a **Healthcare Professional Report (G4100)**, on the progress of the employee is required to support such absence and continued payment of benefits. Forms requiring clarification will be handled by Company medical personnel.
- (3) If an employee has difficulty meeting with a physician at any point within the ten (10) calendar days as required above, Health and Wellness shall be contacted for assistance in having the form completed.
- (4) Notwithstanding (A) (1), (2) and (3) above, Management may require an **Absence Form** or a **Healthcare Professional Report (G4100)** for any absence if the Company believes that an employee is abusing the short-term **illness** benefits, not receiving proper medical attention or have been placed into the Attendance Awareness Program.

In all cases employees are still required to report absences to their supervisor as per 9.1(2).

(B) General - The Company shall administer this Plan, including the right to investigate any claim for Short Term **Illness and Injury** benefit subject to the terms of this Agreement.

(1) Leaving Province While on Sick Leave

Employees wishing to leave the Province shall obtain written approval of absence for a specified time and furnish satisfactory proof of **illness or injury** while absent; otherwise no benefits shall be paid for such period of absence.

(2) Medical Examination

An ill or injured 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

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

(C) Payment of **Illness or Injury** Benefits

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

- (1) **Illness or injury** 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.
- (2) **Illness** 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 **illness** and injury benefits will be as follows:

Length of Service	Maximum Illness 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 ILLNESS OR INJURY AND REINSTATEMENT OF SHORT-TERM BENEFITS

Absences due to periods of **illness** 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 **illness** or injury occurring after an employee has returned to work and has been continually engaged in performing their duties for **two complete pay periods**, 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

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

Illness 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 **Illness and Injury** 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 (15th) 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 (Medavie Blue Cross Policy Number 91012) 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.

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.

(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 Medavie Blue Cross Policy number 91013 **which consists of the NSP Benefits Plan (Plan A, the "Old Plan") and the Emera Benefits Plan (Plan B, the "New Plan")**.
- (B) The Company agrees that it will not amend these Plans so as to reduce the benefits presently available under the Plans. **At the time of benefit plan renewals, and in respect of the current underwriting methods that treat the health and dental plans independently of one another, the aggregate claims experience of each plan will be considered when determining adjustments to benefit rates.**
- (C) **Employees hired after July 1, 2015 will be enrolled in the Emera Benefits Plan (Plan B). Current members of the NSP Benefits Plan (Plan A) will be offered a one-time opportunity to switch to the Emera Benefits Plan (Plan B).**

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 (Medavie Blue Cross Policy number 91012).
- (B) The Company agrees that it will not amend the Accidental Death and Dismemberment Plan (Medavie Blue Cross Policy number 91012) so as to reduce the benefits presently available under the Plan.

(2) COMPULSORY ENROLLMENT

- (A) Notwithstanding the above, regular employees joining the bargaining unit, shall be enrolled in the Group Life Insurance Plan.

NOTE: For clarity, the plans will be described in contracts with Medavie Blue Cross and referred to as Division 002 - Nova Scotia Power Plan, and 004 -- 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 (Medavie Blue Cross Policy number 91012).

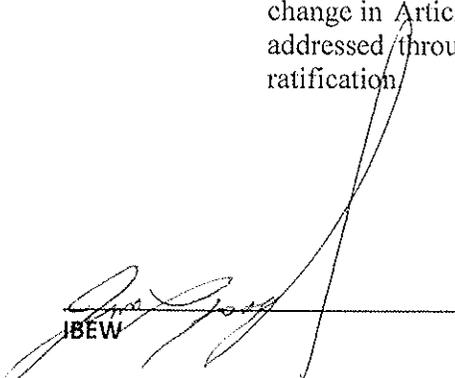
9.8 RECOVERY OF OVERPAYMENT - OCCUPATIONAL AND NON-OCCUPATIONAL BENEFITS

(1) REPAYMENTS

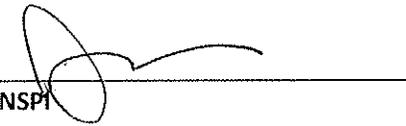
In cases where benefits may be paid which exceed the hereinbefore-described benefits such excess payments are subject to recovery by the Company.

(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.



IBEW



NSPI

May 23, 2019 10:00am
Agreed to Changes

6.7 Temporary Report Point (LP2)

- (1) A temporary report point is the location where certain employees are required to report for work for three (3) or more days duration when the distance between the defined headquarters and the temporary report point makes daily travel impractical (100 km or more).
- (2) The temporary report point is the location(s) where the work is actually being carried out.
- (3) When assigned to a temporary report point, employees are expected to start work at their scheduled shift start time.

NOTE: For clarity, 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.

(New) 6.8 Temporary Job Site (adjust article numbers at a later date)

- (1) Temporary Job Site: Work location less than 100km from the employee's defined headquarters. The temporary job site is the location(s) where the work is actually being carried out.
- (2) When assigned to a temporary job site, employees are expected to start work at their scheduled shift start time. Twenty-four (24) hours notice will be given to report to a temporary job site.
- (3) Traveling Expenses: When the company does not provide a company vehicle, employees assigned to a Temporary Job Site will receive one (1) hour at straight time per working day and employees will be eligible for mileage in accordance with company policy for the incremental travel between their home to their defined headquarters and their home to their temporary job site. When the company does provide a company vehicle, employees assigned to a Temporary Job Site will receive one (1) hour at straight time per working day.
- (4) When the Company vehicle provided is a work vehicle (over 4500 kg. Registered weight) the driver and the passenger of the vehicle will receive one and a half (1.5) hours at straight time per working day for transporting the vehicle.

NOTE: For clarity, temporary job site 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. A minimum threshold of at least an additional ten (10) kilometers must be travelled for the employee to be eligible for one (1) hour straight time or one and a half (1.5) hours depending on vehicle (over 4500kg).

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

13.1 NOTICE

Employees assigned to a temporary report point for three (3) days 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 \$45.00 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 two (2) hours 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 makes daily travel impractical (100km or more).
- (3) When employees are travelling together in a personal vehicle both will receive the daily two (2) hours 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 two (2) hours 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

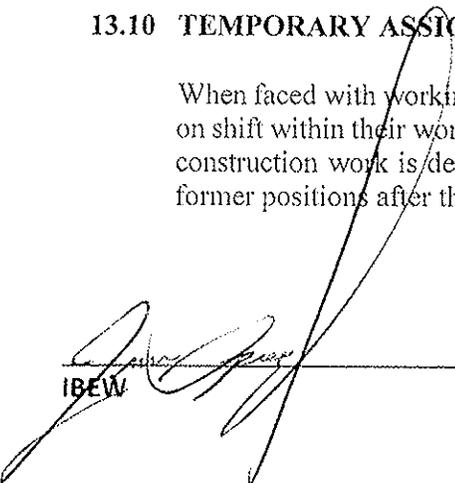
When crews or individuals are held over to carry out scheduled work on Saturdays, Sundays or holidays, and work is cancelled, they shall receive a minimum of six (6) hours' pay at straight time for each day held over.

13.9 DISPLACING SHIFT FOR TEMPORARY REPORT POINT

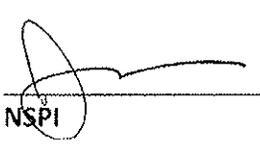
When the Company is assigning a PLT to a work location other than their defined headquarters for at least six (6) months, a request for volunteers within the workgroup will be made. Where there are no volunteers, the most junior employee in the classification who would otherwise be assigned, may elect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



IBEW

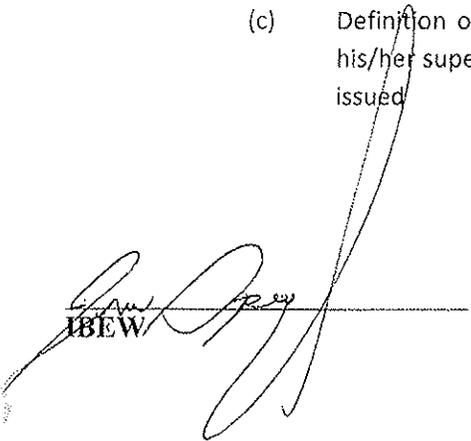


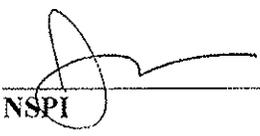
NSPI

May 30, 2019 10:15am
Agreed to Changes

ARTICLE 7 LAYOFF PROCEDURE

- 7.1 When term employees are scheduled for layoff, the following sequence will be followed, providing they have the necessary qualifications and abilities to immediately perform the job duties, without loss of productivity to finish the work required.
- (a) "C" File employees first to be laid off
 - (b) "B" Labour Pool employees second to be laid off
 - (c) "A" Labour Pool employees last to be laid off
- 7.2 (a) "B" Labour Pool Employees who are laid off or designated for layoff will have the option to displace a "C" File employee within 200 km of their primary residence, provided he or she is qualified and there is more than two (2) weeks remaining in the assignment, not to be extended beyond two (2) weeks. "B" Labour Pool employees who displace a "C" File employee will not be eligible for the travel allowance as per General, clause 10 unless the "C" File employee was eligible for travel allowance. Any "B" Pool employee who displaces a "C" File employee that does not receive a travel allowance as per clause 10, will be eligible for mileage travelled over 200 km per day in a personal vehicle.
- (b) Labour Pool members will be rotated to the end of the list after **three (3)** weeks of continuous employment.
- (c) Definition of a lay-off is when the individual receives formal notification from his/her supervisor and has a break in time of 7 calendar days in which an ROE is issued


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