



Énergie NB Power

Effective date of signing

Ross Galbraith
Business Manager
I.B.E.W., Local 37
138 Neill St.
Fredericton, NB
E3V-2Z6

Dear Ross:

**Re: Letter of Agreement - Distribution and Customer Service Group
Friday Night Coverage Pilot**

During negotiations for a new collective agreement, the parties discussed the need to explore options to provide coverage on Friday evenings while at the same time ensuring the safety of members who time out or require rest.

In this regard, there will be a one (1) year pilot project (the "Pilot") involving the line trade employees working in the distribution sector. The Pilot will be governed by the following rules:

- The Pilot pertains to primary on call personnel in the distribution line work only, and is applicable to all districts;
- The Friday hours of work will be from 12:30 to 20:30 with a thirty (30) minute paid break, at code 01. This will not impact the normal hours of work (8:00 to 16:30) for Monday to Thursday;
- All time worked after the hours above (extension O.T.), Monday to Friday, for primary on call personnel only will be at code 32;
- There will be an additional two (2) hours paid to the Scheduled On-Call Week as in table 10.08;
- Primary on call personnel (excludes RWU) who work three (3) hours between the hours of midnight and 6:00AM on a weekday, will receive eight (8) hours off from the last time worked. ~~This will also apply for employees who work their entire week while on-call.~~ This provision does not apply on the weekend;

- In the event an employee is working during a Friday night coverage, and there is a storm number or there is a broken primary pole and other PLT's are working in that employee's district, code 30 will be added to the employee's hours between 16h30 and 20h30 in such a manner to match the prevailing overtime rate as the resource supporting the employee;
- If an employee earns rest pay from work on Thursday night and returns at 16h30 on Friday, the first four (4) hours (12:30 to 16:30) will be paid at straight time at code 70;
- This Pilot shall be implemented within three (3) months of the signing of the collective agreement. All districts will implement this agreement at the same time;
- The parties will meet after three (3) months of implementation to review and address concerns (if any);
- If the issues and concerns cannot be resolved, either party can cancel the Pilot with thirty (30) days' written notice;
- After the one (1) year Pilot is completed, the parties will meet to determine if the Pilot will be extended. The Parties can only extend the Pilot by mutual written agreement.

Please signify your agreement by signing as indicated below.

Please signify your agreement by signing as indicated below.

Lynn Arsenault
Vice President of Human Resources

Ross Galbraith
I.B.E.W. Business Manager, Local 37

Date

Date

_____, 2020

Ross Galbraith
Business Manager
I.B.E.W., Local 37
138 Neil Street
Fredericton, NB
E3A 2 Z6

This letter is intended to address the issues discussed at negotiations regarding hours of work for Digital Technology employees.

Recognizing that the union and employer have a common interest in having Digital Technology employees work 40 hours a week for recruitment and retention purposes and in the event that the employer decides to move to 40 hours a week for Digital Technology employees, we have agreed as follows:

Call-Out Overtime (Head Office – Digital Technology Applications)

When an employee is called out, they shall receive not less than:

- (A) Two (2) hours pay at double the employee's normal hourly rate if:
 - the call out occurs between Monday to Friday, between 22:00 hours and 08:00 hours; or
 - if the call out occurs during any hours on Saturday or Sunday; or
 - if the employee is required to travel to resolve the call-out.

- (B) One (1) hours pay at double the employee's normal hourly rate if:
 - the call out occurs on between Monday to Friday, between the end of the employee's normal workday and 21:59 hours; and
 - the work can be performed remotely.

On-Call (Head Office - Digital Technology applications)

The Employer agrees to pay, at straight time, employees whose names appear on the on-call roster, or who are otherwise designated as being on-call as follows:

From 08:00 hours	To 08:00 hours	Scheduled On-Call (Two or more people)	Scheduled On-Call (One person)	Supplemental On-Call (when not normally on call)
Monday	Tuesday	0.5 hours	0.25 hours	1.0 hours
Tuesday	Wednesday	0.5 hours	0.25 hours	1.0 hours
Wednesday	Thursday	0.5 hours	0.25 hours	1.0 hours
Thursday	Friday	0.5 hours	0.25 hours	1.0 hours
Friday	Saturday	0.5 hours	0.25 hours	1.0 hours
Saturday	Sunday	0.5 hours	0.25 hours	1.0 hours
Sunday	Monday	0.5 hours	0.25 hours	1.0 hours
Weekly Total		3.5 hours	1.75 hours	7.0 hours

In the event of a conflict between this Letter of Agreement and the Collective Agreement, this Letter of Agreement shall prevail.

“Note: only in exceptional circumstances will there ever be one person on call for a given application/system.”

Please signify your agreement by signing as indicated below.

Lynn Arsenault
Vice President of Human Resources

Ross Galbraith
I.B.E.W. Business Manager, Local 37

Date

Date

Date of signing .

Ross Galbraith
Business Manager
I.B.E.W., Local 37
138 Neill St.
Fredericton, NB E3A 2Z6

Dear Ross:

Re: Letter of Agreement – Retirement Allowance

The parties previously entered into a Letter of Agreement dated January 21, 2016 which, among other things, provided certain employees with the opportunity to voluntarily receive a payout of their retirement allowance. The January 21, 2016 Agreement further specified that while it was believed that the offer to payout the retirement allowance on a voluntary basis would help mitigate the Employer's liability, it did not eliminate the liability which remained a concern and therefore the Employer wished to revisit this issue with an objective of negotiating the removal of this provision.

As part of these discussions we have agreed to the following, resulting in the discontinuance of the retirement allowance benefit.

Only those employees eligible and vested on the date of signing this Letter of Agreement will receive a retirement allowance. All regular, term or temporary employees on the date of signing this agreement who meet the requirements will be considered eligible for payout of the value of retirement allowance if they meet the following conditions:

- The employee has not already received a payout of the retirement allowance (whether from the Employer or as a result of being previously employed by Parts I, II, III or IV of the Provincial Government); and
- The employee was employed on the date of signing of this agreement and has five (5) or more years of service and during the five (5) years of service, they were regular, term or temporary status employees (who worked at least fifty percent (50%) of each year). For clarity, the employee must have been hired before October 26, 2015. No employee hired on or after October 26, 2015 will qualify for a retirement allowance.

Employees eligible to receive a payout of their retirement allowance will be provided with one of two options:

- Obtain a payout in lieu of retirement allowance based on the credits accumulated to the date this Letter of Agreement is signed; or
- Defer retirement allowance until retirement (however retirement allowance benefits will cease to accrue on the date this Letter of Agreement is signed).

Employees will receive a personalized payout estimate, this estimate will include retirement allowance date (partial years will be pro-rated), as well as an estimate of gross pay in lieu of retirement allowance to the effective date of signing of this agreement at the employees' normal hourly rate on date of signing of this agreement or at the normal hourly rate at date of retirement.

To ensure there are no tax implications, employees who wish to purchase service years may elect to transfer the retirement allowance payout directly to their RRSP and use these RRSP dollars to purchase service years through the Pensions Branch with the Province.

As noted above, employees who do not choose a payout will not continue to accrue any additional retirement allowance.

Please signify your agreement by signing as indicated below.

Yours truly,

Lynn Arsenault
Vice President of Human Resources

Ross Galbraith
I.B.E.W. Business Manager, Local 37

Date

Date

Dec 18, 2020

Ross Galbraith
Business Manager
I.B.E.W., Local 37
138 Neil Street
Fredericton, NB
E3A 2Z6

Dear Ross,

Re: Vacation Credit for prior employment.

This letter is intended to address the issues discussed at negotiations regarding vacation credit for service with employers outside of the *Public Service Labour Relations Act*.

Recognizing the recruitment value in recognizing service for vacation, we have agreed as follows:

- A. All new employees with previous relevant experience as determined by the employer will be given vacation credit for such experience as follows:

If deemed to qualify, the total number of completed years of full-time service with a previous employer minus two (2) years will equal years of vacation service credit for the purposes of this collective agreement to a maximum of eight (8) years credit. In exceptional circumstances, additional years of vacation service credit may be awarded by mutual agreement of the parties to the collective agreement.

Examples:

- I. New employee has eight (8) years of full-time completed service with an employer providing relevant experience: $8 - 2 = 6$ years of vacation credit awarded at hire;
- II. New employee has ten (10) years of full-time completed service with an employer providing relevant experience: $10 - 2 = 8$ years of vacation credit awarded at hire;
- III. New employee has twelve (12) years of full-time completed service with an employer providing relevant experience: $12 - 2 = 10$. The maximum allowable is 8 years of vacation credit and, therefore, 8 years of vacation credit awarded at hire.

Employees will gain future vacation credit based on the accrual of additional years of service in addition to the amount awarded for relevant experience.

- B. There will be a 6 months window of time after the date of signing of this agreement during which current employees who have less than four (4) week's vacation on the date of signing of the collective agreement may self-identify to have previous relevant experience considered for vacation credit. The employee will be responsible to make the request and provide relevant and updated information if required to process the review. No request for review will be process after 6 months of the signing of the collective agreement. Determinations with respect to whether the previous service will qualify for additional vacation credit will not be subject to the grievance process.

Please signify your agreement by signing as indicated below.

Lynn Arsenault

Ross Galbraith



Énergie NB Power

Date of signing

Ross Galbraith
Business Manager
I.BEW, Local 37
138 Neill St.
Fredericton, NB E3A 2Z6

Dear Ross:

Re: Letter of Agreement - Shared Savings Initiative

During negotiations for a new collective agreement, the bargaining team spent considerable time discussing opportunities for process improvement that would maximize performance, save costs and contribute to a sustainable energy for future generations.

Both parties recognize there are areas of improvement which would have a positive impact on Transmission, Distribution, Corporate & Customer Services ability to affect reliable and positive financial results. As a result, we have agreed to the implementation of a Shared Savings Initiative for yearly savings intended to encourage process improvement leading to a more efficient and productive workplace.

The Shared Savings Initiative is a commitment by both parties to work together and identify initiatives to find efficiencies or cost reductions within the bargaining unit with the goal of achieving real (hard) savings that are sustainable and do not negatively impact safety, reliability and the delivery of services.

The Shared Savings Initiative concept is to share a portion of the gains/savings that would be generated as a direct result of employee suggestions and are not part of their regular work. The suggestions must lead to gains/savings that are sustainable on an annual basis.

To achieve these goals, a joint committee, appointed by both parties, will be established within 60 days of signing of this collective agreement. The Committee will have the responsibility to determine how the initiatives are to be defined, implemented, measured and communicated. The parameters of the disclosure of financial records will also need to be established by the Committee.

The goal of the Shared Savings Initiative is that if savings are achieved, 50% of the amount of the savings, to a maximum of 1% of base pay (i.e. not including OT) of the bargaining unit, would be shared equally among union members of the entire bargaining unit, prorated on a quarterly basis. The lump sum payment will be paid out within 60 days after the end of the calendar year. The earnable payment awarded would be for the previous calendar year. Savings would be tracked and posted on a quarterly basis.

If the initiative is implemented to achieve savings in 2021, the shared initiative schedule would be as follows:

April 2021, 50% of hard savings initiative up to 1% of base pay paid by end of February 2022
January 2022, 50% of hard savings initiative up to 1% of base pay paid by end of February 2023
January 2023, 50% of hard savings initiative up to 1% of base pay paid by end of February 2024
January 2024, 50% of hard savings initiative up to 1% of base pay paid by end of February 2025

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Employees who retire and provide NB Power with their current mailing address, or leave the bargaining unit and still remain within NB Power, prior to the end of a particular year will receive the pro-rated portion of the lump sum payments tied to each full quarter they participated in that year.

Achievement of this or any other initiative set as part of this must not be at the cost of safety, reliability or customer service.

Please signify your agreement by signing as indicated below.

Lynn Arsenault
Vice President of Human Resources

Ross Galbraith
I.B.E.W. Business Manager, Local 37

Date

Date