

1 Q. In reply to PUB-NLH-302, Hydro states that for positions below executive, Hydro
2 sets its comparator group to be the Atlantic Canada Electric Utilities. Please provide
3 the current retirement allowance policies of each of the utilities in this comparator
4 group.

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7 A. The following is a summary of information gathered by Hydro. Hydro is not in the
8 position to confirm information issued by other utilities.

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- 10 • Newfoundland Power: See CA-NLH-248, Attachment 1, which contains an
11 excerpt of their Collective Agreement as it relates to retirement allowances.
12 Also, refer to CA-NP-506, NP 2013/2014 GRA in response to questions relating
13 to retirement allowances;
- 14 • Maritime Electric: See CA-NP-509, NP 2013/2014 GRA. (Hydro has not obtained
15 information from Maritime Electric.);
- 16 • Nova Scotia Power Inc. (NSPI): See CA-NLH-248, Attachment 2, which contains
17 an excerpt from their Collective Agreement as it relates to retirement
18 allowances; and
- 19 • New Brunswick Power (NB Power):
 - 20 ○ Non-Union Employees: Currently under reform. See CA-NLH-245,
21 Attachment 1, Letter from Deputy Minister, Department of Human
22 Resources to Management and Non-Union employees.
 - 23 ○ Union Employees: See CA-NLH-248, Attachment 3, which contains an
24 excerpt of their Collective Agreement (Generation Corporation) as it
25 relates to retirement allowances.

Craft Agreement

Between

Newfoundland Power Inc.

and

**Local 1620
of
International Brotherhood
of Electrical Workers
A.F. of L., C.I.O. - C.L.C.**

Effective

**October 1, 2011
to
September 30, 2014**

17.06 – SEVERANCE PAY

The Company will endeavour to provide alternate employment of comparable duties and salary to a Regular Employee whose classification or position has become redundant due to technological or organizational change. This shall also apply to any Regular Employee who has been on Long Term Disability and is declared medically fit to re-enter the work force but is medically unfit to resume their regular classification duties. However, if an alternate full time position cannot be provided the Regular Employee shall not be terminated while there are Temporary Employees in the area performing duties for which the Regular Employee is qualified to perform. Instead one of these temporary positions or a series of positions will be made available to the Regular Employee so that Regular Employee can be gainfully employed. To fill a position the Regular Employee will be assessed on knowledge of the Company, work experience, education and capability to perform the job with reasonable in-house training and coaching. If this option is not available or not availed of, and providing the Regular Employee has ten (10) or more years of service, including time on Long Term Disability, the employee will be entitled to severance pay equal to the amount obtained upon multiplying the number of completed years of continuous employment by two (2) times their basic weekly pay in effect on the date last worked. The Company will also pay a one (1) time lump sum transitional assistance of ten thousand (\$10,000.00) dollars. The combination of the severance and transitional pay shall not exceed sixty thousand dollars (\$60,000.00).

This clause shall not apply to a Regular Employee who terminates their employment voluntarily, is discharged for cause, retires, is granted leave of absence, or upon death.

17.07 – RETIREMENT ALLOWANCE

Upon retirement a Regular Employee with ten (10) years or more of service who qualifies for and receives Company pension will be entitled to Retirement Allowance equal to the amount obtained upon multiplying the number of completed years of continuous employment with the Company by the greater of their basic weekly pay in their last position or their best basic weekly pay, if they worked in that classification for a period of not less than two (2) years to a maximum of twenty-**four (24)** weeks, and as of January 1, **2014**, a maximum of twenty-**five (25)** weeks. This clause shall not apply to a Regular Employee who terminates their employment voluntarily, is discharged for cause, is terminated due to job redundancy, is granted leave of absence, or upon death.

17.08 – ENHANCED EARLY RETIREMENT PROGRAM

It is agreed and accepted by the Company and the Union that the Company will consult with the Union prior to the announcement of an Enhanced Early Retirement Program that offers additional benefits above those entitlements outlined in the Newfoundland Power Retirement Income Plan. Sufficient time for consultation will be provided in advance of any announcement. Consultation shall include discussion with the Business Agent on the enhancements to the terms and conditions of normal retirement. There will also be consultation on the communication plan for employees. For reasons such as Board of Directors' approval, the Business Agent shall be bound to keep all information on this matter strictly confidential until the time of any enhanced early retirement program announcement.

The Company further agrees, exclusive of the above agreement on enhanced early retirement programs, that existing benefits under the Plan will not be reduced and that substantive changes to eligibility and benefit provisions of the Plan, including the type of Plan, will not be implemented without negotiation and subsequent agreement of the Union. For the purposes of this clause, changes to the Plan would include, but not limited to, moving from a defined benefit plan to a Group RSP or defined contribution plan.

17.09 – REGISTERED RETIREMENT SAVINGS PLAN

All Regular Employees and **Regular Apprentice Employees** hired (effective May 4, 2004) shall participate in a retirement savings plan as a means of providing for retirement. The Company shall contribute 5.75% of a Regular Employee's base salary to a registered retirement savings plan. The Regular Employee shall be required to match the Company's contribution.

Notwithstanding the above, all Temporary Employees, except those employed as a student shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all the rights and privileges granted to Regular Employees under this clause.

Article 18 – Sick Leave

18.01 – SICK LEAVE – REGULAR EMPLOYEES

Regular Employees who have completed one month's service shall be eligible to receive short term sick leave benefits, as noted below, for those periods during which they are physically unable to work as a result of non-occupational sickness or injury in accordance with the Company's salary continuance plan (which plan is hereby incorporated as part and parcel of this Agreement), covering short term and long term disabilities, a copy of which plan is held by each Regular Employee.

Regular Employees

<u>Length of Service</u>	<u>Benefits (weeks* per year)</u>
Less than 1 month	Nil
1 month but less than 3 months	100% of income for 1 week
3 months but less than 1 year	100% of income for 2 weeks 66 2/3% of income for 13 weeks
1 year but less than 3 years	100% of income for 4 weeks 66 2/3% of income for 11 weeks
3 years but less than 5 years	100% of income for 6 weeks 66 2/3% of income for 9 weeks

COLLECTIVE AGREEMENT

BETWEEN

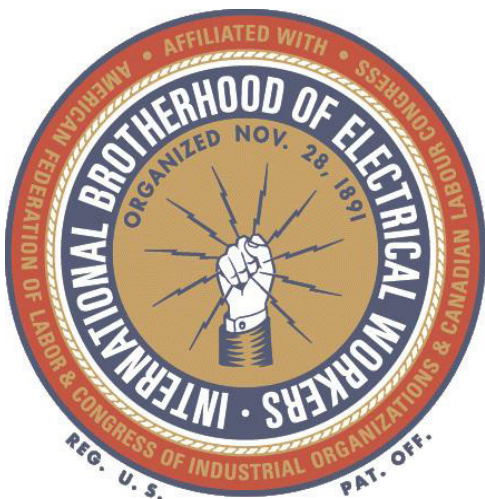
NOVA SCOTIA POWER INCORPORATED

AND

LOCAL UNION NO. 1928 OF THE

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

Effective April 1, 2012 to March 31, 2015



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

20.10 RETIREMENT AWARD

- (A) Employees with "regular" status as of August 1, 2007 are eligible to receive a Retirement Award, provided they retire with an unreduced pension. Employees hired after 1 August 2007 are not eligible to receive a Retirement Award.

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

$$\frac{\text{Hourly Rate} \times \text{Standard Hrs. per Year}}{52 \text{ week}} = 1 \text{ Week's Pay}$$

- (B) Planners with "regular" status as of November 23, 2007 are eligible to receive a Retirement Award as contemplated in Article 20.10 (a) above, provided they retire with an unreduced pension. Planners hired after November 23, 2007 are not eligible to receive a Retirement Award.

ARTICLE 21 - PUBLICATION AND DISTRIBUTION

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

ARTICLE 22 - TERM OF AGREEMENT

22.1 DURATION AND RENEWAL

This Agreement shall become effective **2012-04-01** and shall remain in full force and effective for a period of **thirty-six (36)** months from that date until **2015-03-31**.

Thereafter, this Agreement shall automatically renew itself unless written notice is given within two (2) months prior to **2015-03-31** or in any succeeding year by either party to the other of a desire to revise or terminate this Agreement.

22.2 RETROACTIVITY

The direct wage increase only shall be retroactive to **2012-10-26** on all hours paid for. Such retroactivity shall only apply to employees who continue to maintain an ongoing

AGREEMENT

BETWEEN

NEW BRUNSWICK POWER GENERATION CORPORATION

AND

LOCAL 37

OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

A.F. OF L., C.I.O. - C.L.C.

GENERATION OPERATIONAL GROUP

JANUARY 1, 2012 – DECEMBER 31, 2015



14.02 e) The absence of an employee who is receiving Compensation Benefits under the *Worker's Compensation Act* shall not be charged against the employee's sick leave credits or vacation credits.

14.03 Pension

14.03 a) All benefits, privileges, and rights to pension will be in accordance with the provisions of the ***Public Service Superannuation Act***.

14.03 b) If an employee contributes to NB Power's Group RRSP, the Employer will match the employee's contributions up to a maximum of \$400.00 per calendar year.

14.04 Retirement Allowance

14.04 a) When an employee, who meets the eligibility requirements set out in 14.04 c) below retires, the Employer shall pay the employee a retirement allowance equal to five (5) day's pay (at the employee's normal hourly rate) for each year of service to a maximum of twenty-six (26) weeks of pay, which shall be paid in a lump sum upon retirement.

14.04 b) Following the death of an employee who meets the eligibility requirements set out in 14.04 c) below, the employee's estate will be paid a death benefit equal to the retirement allowance noted above.

14.04 c) Employees will be considered eligible for the retirement allowance if they meet the following conditions:

- the employee 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);
- service does not need to be pensionable or continuous;
- the employee must be fifty-five (55) years of age or older and employed at the time of retirement.

14.04 d) For the purposes of calculating the amount of the retirement allowance, the following considerations apply:

- a “year of service” is defined as any year in which an employee has worked at least fifty percent (50) % of the year;
- the pay used to calculate the retirement allowance is defined as the pay received by an employee working the full-time normal hours of work in the employee’s classification at the normal hourly rate.

14.05 Rights and Benefits for Temporary Employees

Temporary employees covered by this Agreement shall be entitled to all rights and benefits of the Agreement unless excluded by the specific terms of the Agreement or by legislation or regulation. Temporary employees will not be eligible for relocation benefits.

14.06 Certification Fees

14.06 a) Where the Employer requires an employee to maintain a trade, technical or professional certification, the Employer will reimburse the employee for any such renewal fees. The Employer will also reimburse Operators for the renewal of their Stationary Engineer Licenses. Where the Employer requires an employee to have a class one driver’s license, the employee will be reimbursed for the cost of the medical examination required for the procurement or renewal of such license.

14.06 b) The Employer will reimburse the initial application fee and yearly renewal membership fee for employees who are certified by NBSCETT and who are not receiving the one percent (1%) salary fix on their hourly rate.