

TITLE 4 - WAGES, CLASSIFICATIONS AND OVERTIME

4.2 Applicable Wage Rates

- A. **Classifications** - Employees shall be paid the wage established for their classification.
- B. **Out-of-District Premium** - Exclusive of any other provision contained in this contract, employees assigned to temporary work during an out-of-district assignment which qualifies them for the expense allowance provided for in Section 15.1 will be paid an hourly premium of ~~\$2.00~~**\$5.00** per hour for all time worked beginning with ~~travel the second consecutive day worked onto~~ an out-of-district assignment **and ending with the return to the employee's normal reporting headquarters**. This premium ~~will apply to time spent in traveling from a temporary assignment at its conclusion, but~~ will not apply to the travel time or attendance at schools or seminars.

4.3 Temporary Upgrade

- A. Employees may be assigned to work in classifications other than their own for short periods of time.
- B. ~~When an MST is assigned to a job consisting of a total 4 or more people, including any combination of employees and/or contractors, and there is not an Level 5 on the job, the senior most MST shall receive temporary upgrade to the Level 5 pay level for the duration of the job.~~

4.12 Shift Assignments - Calculation of Shift Pay for Straight Time

A. Eight Hour Shifts

No shift premium shall be paid for the first shift. An hourly premium of ~~\$1.15~~**\$2.00** shall be paid for work performed in the second shift and an hourly premium of ~~\$2.30~~**\$3.00** per hour shall be paid for work performed in the third shift. The shift premium, if any, which is payable for an employee's regularly scheduled hours of work shall be paid for any time worked by the employee immediately preceding or following their regular hours of work and as an extension thereof. If an employee is scheduled to work during a shift other than such employee's regularly scheduled shift, and such work does not immediately precede or follow such employee's regularly scheduled shift, the employee shall be paid the shift premium, if any, which is applicable to the shift in progress as of the time the employee starts such work.

4.17 Overtime - Rate and Double Time Conditions

In general, overtime compensation at the rate of ~~one and one-half~~**two** times the straight rate of pay shall be paid to employees for overtime as defined in items A, B, C, D and E of Section 4.16; ~~except that:~~

- A. ~~The time worked in excess of 12 consecutive hours and continuing until the employee is dismissed from such work shall be paid at the rate of two times the employee's straight rate of pay, or~~
- B. ~~If, following an employee's dismissal from work or on an employee's non-workday or holiday which the employee is scheduled to have off, the employee is called out for work, the employee shall be paid at two times the employee's straight rate of pay for all work performed outside the employee's regular work hours or on a non-workday or holiday which the employee is scheduled to have off.~~
- C. ~~The time worked in excess of eight hours on the employee's second of two scheduled days off, counting from the first day of the basic workweek, shall be paid at the rate of two times the~~

~~employee's straight rate of pay, provided such employee has performed work on the first scheduled day off. Employees scheduled to have four consecutive days off shall be entitled, in addition to the above, to pay at the rate of two times the employee's straight rate of pay for the time worked in excess of eight hours on the fourth scheduled day off, provided that such employee has also performed work on the third scheduled day off.~~

~~D. Bargaining unit employees are entitled to receive the same overtime rates as management and non-bargaining unit employees, when working under the same circumstances.~~

~~E.A. For purposes of this Section, an employee's "regular hours of work" shall be the same on a non-workday as those regularly scheduled for such employee on a workday.~~

This provision shall not be applied to deprive the employee of any protection accorded under state wage and hour laws.

4.28 Standby Time - Compensation

Standby time will be paid at an amount equal to ~~one-two~~ hours of pay at ~~the straight time rate of pay and one-half~~ for each night following a full workday, ~~one hour~~ ~~two hours~~ at ~~the straight time and one-half~~ rate of pay for each full 24-hours on a non-workday, and ~~two-four~~ hours at ~~the straight time rate of pay and one-half~~ on a holiday for all IBEW 1245 represented employees.

Employees required to be on standby less than 14 days from their last standby period will be paid, for the standby period occurring less than 14 days from their last standby period, at an amount equal to one hour of pay at double time for each night following a full workday, one hour at double time for each full 24-hours on a non-workday, and two hours at double time on a holiday.

Standby time will be paid in addition to any actual time worked. Actual overtime worked by the employee on standby during the standby period will be paid at the appropriate overtime rate, in accordance with Section 4.17.

TITLE 8 - SICK LEAVE

8.3 Sick Leave - Qualification

At the time of hire and for each month of service thereafter for the first year of employment, an employee shall be allowed 8 hours of sick leave up to a total of 80 hours. In January following the first year of employment and for each year thereafter, a regular employee shall be allowed sick leave with pay for a total of eighty (80) hours per calendar year; provided that they must first perform services in a calendar year before such sick leave will be allowed. Upon retirement any unused sick leave of the employee's annual entitlement will be paid out to the employee at the employee's current wage rate.

8.5 Sick Leave - Accumulation

Any unused annual sick leave for the eight successive calendar years immediately preceding the current year will be accumulated to an employee's credit, in a disability bank, for a maximum of three hundred and seventy (370) hours. Disability bank hours shall be available for use when an employee is disabled (as defined and determined by the STD benefit carrier). Upon retirement any unused sick leave in the employee's sick leave bank will be paid out to the employee at the employee's current wage rate.

TITLE 11 - HOURS

11.1 Hours - Definition

A workweek is defined to consist of seven consecutive calendar days. A basic workweek is defined to consist of ~~five~~ **four** workdays of ~~eight~~ **ten** hours each for employees in ~~the seven district locations (Sandpoint, Wallula, Rosalia, Redmond, Klamath Falls, Tusearora and N. Baja) and the Spokane office~~ **work locations covered by this agreement**. The days in the basic workweek shall be known as workdays, and the other days in the workweek shall be known as non-workdays. Employees may be scheduled to work more or less than the defined number of days per week or for more or less than the defined number of hours per day, but in any such event the basic workweek shall continue to be as herein defined.

11.2 Hours - Basic Workweek

Except as otherwise provided herein, the basic workweek shall be from Monday through ~~Friday~~ **Thursday**.

11.4 Hours - Exceptions to Section 11.3

When the days in an employee's basic workweek are to be temporarily changed for vacation relief or other extended periods of relief, company shall give the employee as much advance notice as is practicable. In any event, notice of such temporary change shall be given not later than the end of the last regularly scheduled work period in an employee's workweek, otherwise their regular schedule shall be applicable until such notice is given.

Union members shall have the ability to set up flex schedules unless the company can show an inability to comply with the member's request.

~~11.5 Hours - Management Discretion~~

~~In the event alternate work hours or basic work week is established through mutual consent of the Company and the Union, other than as described in sub-sections 11.1 and 11.2, the Company may, at its sole discretion, revert to a basic workweek of five workdays (Monday to Friday) of eight hours each for all field employees and locations.~~

Renumber remain sections.

TITLE 13 - EQUITABLE DISTRIBUTION OF OVERTIME

(Applicable to employees in the Physical lines of progression only, per Exhibit C)

13.3 Equitable Distribution of Overtime - Overtime Distribution Records

At each location where employees are headquartered, the Company shall maintain records of the number of hours of overtime worked, or standby time served, by each employee. Such records shall be distinguished by classification. Current records of overtime hours worked, ~~charged or~~ and standby time served shall be displayed on the Company bulletin board at each headquarters and shall be brought up to date on a ~~daily~~ weekly basis when overtime is incurred ~~on a regular workday~~.

13.4 Equitable Distribution of Overtime - Overtime Distribution Adjustments

~~13.5 Equitable Distribution of Overtime - Overtime Distribution Classifications~~

~~For the purposes of equitable distribution of overtime, the classifications Multi-Skilled Technician, Mechanical Stream and Multi-Skilled Technician, Technical Stream shall be considered the same.~~

~~13.6~~13.5 Equitable Distribution of Overtime - Overtime Distribution Conditions

~~13.7~~13.6 Equitable Distribution of Overtime - Overtime Distribution - Long Term Upgrades

~~13.8~~13.7 Equitable Distribution of Overtime - Overtime Distribution - Temporary Upgrades

~~13.9~~13.8 Equitable Distribution of Overtime - Overtime Distribution - New Classification/ Headquarters

13.9 Equitable Distribution of Overtime - Retuning From Out of Region

When an employee returns to their regular work location after an assignment performing voluntary regular work duties in an area outside of GTN, Tuscarora, and North Baja there shall be posted to the record of their regular classification a number of hours equal to the greatest number of overtime hours worked by an employee in that classification and location during the period of such temporary assignment. Thereafter such returning employee shall receive assignments of overtime work as though they had actually worked that number of overtime hours in their regular classification during the period of the temporary assignment.

13.12 Equitable Distribution of Overtime - Pre-Arranged Overtime

Should a situation arise where there are no volunteers or the number of volunteers for prearranged overtime are insufficient for the work that must be performed, the Company shall assign the work to the employee(s) in the needed classification who has the least number of factual overtime hours worked as listed on the Overtime Distribution Reports as defined in 13.4-3 of the Agreement. In each such situation of forced prearranged overtime assignment, where more than one employee has the same number of actual overtime hours worked and one or more of these employees is to be required to work, the employee(s) with the least service (as defined in Title 6) shall be required to work. Should an employee be on a scheduled vacation or sick leave, other than routine Doctor or Dentist visits, the employee will not be called, except in an emergency. While the employee is on vacation or sick leave the employee will not be charged if they turn down the overtime.

TITLE 18 - JOB BIDDING, TRANSFERS AND PROMOTIONS

18.2 Job Bidding and Promotion - Temporary Appointments

Whenever a vacancy occurs in any job classification, the Company may temporarily fill it by appointment. If practicable, any such temporary appointment shall be given to the employee in the location in which the vacancy occurs who would be eligible therefore under the job bidding provisions of this Title.

From time to time the Company may have opportunities for bargaining unit employees to temporarily fill exempt (non-bargaining unit) positions.

~~A. Temporary Appointments to Exempt Positions—Less Than 30 Calendar Days~~

~~These appointments may be performed by contractor, exempt personnel or upgraded bargaining unit employees. The Company retains the right to select individuals for the positions based on their leadership and managerial skills.~~

~~While the employee is in this position, they will continue to be represented by the Agreement and will receive appropriate overtime based on actual hours worked.~~

~~In recognition of the managerial responsibilities of the position, the Company provides the following guidance for compensation of a Union employee in this position:~~

~~1. Multi-Skilled Technician, Mechanical Stream—~~

- ~~a. If the appointment is in the first year of the Agreement—an increase in base pay of 9.3%~~
- ~~b. If the appointment is in the second year of the Agreement—an increase in base pay of 7.7%~~
- ~~c. If the appointment is in the second year of the Agreement—an increase in base pay of 6.4%~~

~~2. Multi-Skilled Technician, Mechanical Stream (with welding as secondary skill)—increase in base pay of 9.3%~~

~~3. Multi-Skilled Technician, Controls Stream—increase in base pay of 3.7%~~

~~4.1. Administrative Staff—increase in base pay of 3.0%~~

~~B.A. Insert LOA language.~~

18.3 Job Bidding and Promotion - Multi-Skilled Technician Line of Progression

There shall be progression within each Multi-Skilled Technician Stream (Mechanical and Controls) according to progression guidelines established by the Company. ~~However progression through Multi-Skilled Technician levels 1-4 shall not exceed 6 months per level.~~ The Company shall have discretion to develop and implement a Multi-Skilled Technician training program consistent with these guidelines. ~~Progression from the top Utility Worker level to the lowest Multi-Skilled Technician level shall not be automatic.~~

18.4 Job Bidding and Promotion - Job Posting

The Company shall post, throughout its system a list of all job vacancies, by location, as they occur in the unit described in Title 1, including vacancies which have previously been posted but which have remained unfilled for a period of three months from the date last posted, or from the date on which the Company determined that there were no qualified bidders, and including vacancies temporarily filled by the Company as provided in Section 18.2, but excluding temporary vacancies and vacancies in temporary jobs. A vacancy created by an employee's absence on leave or by reason of temporary disability shall be deemed to be a temporary vacancy.

Postings for Multi-Skilled Technicians will be posted by stream, either Mechanical or Controls. The Company shall have the right to require welding, [cathodic protection](#), [excavation coordinator and bore scoping](#) as a secondary skill within the Multi-Skilled Technician – Mechanical or Control Stream where the Company determines the need to do so.

TITLE 19 - DEMOTION & LAYOFF

19.5 Demotion & Layoff - Displacement

A. When a staff reduction is to be made in a classification within a section or location, the employee with the least service in such classification shall be demoted to the next lower classification in the reverse order of the normal line of progression for their classification.

A: Prior to implementing staff reductions as above the company will seek volunteers by seniority in the effected classification, section or location for voluntary separation and severance in accordance with section 19.10.

TITLE 20 - MISCELLANEOUS

20.3 Miscellaneous - Anti-abrogation Clause

~~A.20.4~~ **Miscellaneous – Health Club Reimbursement**

Company will reimburse employees up to a value of \$500 per year for a health club membership.

Renumber remaining sections

TITLE 21 - TERM

21.1 Term

This Agreement, having taken effect as of July 1, 1962 for physical and December 9, 1988 for office and clerical, and having thereafter been amended from time to time, shall continue in effect as further amended herein for the term of April 1, ~~2012~~2016 to March 31, ~~2016~~2020, and shall continue thereafter from year to year unless written notice of termination shall be given by either party to the other 60 days prior to the end of the then current term.

21.3 Term - Wage Increases

All bargaining unit employees to receive a ~~two~~four point five percent (24.5%) wage increase effective April 1, ~~2012~~2016; a ~~two~~four point five percent (24.5%) wage increase effective April 1, ~~2013~~2017; a ~~three~~four point five percent (3-04.5%) wage increase effective April 1, ~~2014~~2018; and a ~~three~~four point five percent (3-04.5%) wage increase effective April 1, ~~2015~~2019.

The Company shall pay an employee designated by the Company to be in a lead position (MST Level 5 – any career stream) at a rate equivalent to 7.5% greater than the highest pay rate for an MST Level 4 (any career stream) as per Exhibit A. Future wage rate adjustments shall be made to maintain a difference of 7.5%.

21.7 Term - Agreement Term

This Agreement cancels and supersedes that certain Agreement entered into on August 1, 1962, for physical and December 8, 1988 for office and clerical by the Company and the Union.

IN WITNESS WHEREOF the parties hereto by their duly authorized representatives have caused these presents to be executed and made effective as of this first day of April, ~~2012~~2016.

**EXHIBIT A
WAGE RATES**

APRIL 1, 2012 - MARCH 31, 2016

April 1	April 1	April 1	April 1
2016	2017	2018	2019
4.5%	4.5%	4.5%	4.5%

PHYSICAL POSITIONS

MULTI-SKILLED TECHNICIAN (PRIMARY STREAM - CONTROLS)

Multi-Skilled Technician Level 5 ^{1,2}	\$48.44
Multi-Skilled Technician Level 4 (Cathodic)	\$45.06
Multi-Skilled Technician Level 4 (Excavation Coordinator)	\$45.06
Multi-Skilled Technician Level 4	\$43.74
Multi-Skilled Technician Level 3	\$39.38
Multi-Skilled Technician Level 2	\$35.01
Multi-Skilled Technician Level 1	\$31.12

MULTI-SKILLED TECHNICIAN (PRIMARY STREAM - MECHANICAL)

Multi-Skilled Technician Level 5 (Welding) ^{1,2}	\$48.44
Multi-Skilled Technician Level 5 ^{1,2}	\$48.44
Multi-Skilled Technician Level 4 (Welding)	\$43.28
Multi-Skilled Technician Level 4 (Excavation Coordinator)	\$43.28
Multi-Skilled Technician Level 4 (Bore Scoping)	\$43.28
Multi-Skilled Technician Level 4	\$42.02
Multi-Skilled Technician Level 3	\$37.82
Multi-Skilled Technician Level 2	\$33.61
Multi-Skilled Technician Level 1	\$29.56

WAREHOUSE TECHNICIAN

Warehouse Technician Level 2	\$34.68
Warehouse Technician Level 1	\$29.48

UTILITY WORKER

Utility Worker Level 2
Utility Worker Level 1

TEMPORARY HELPER

Start	\$18.78
End 6 Months	\$19.87
End 12 Months	\$21.30

Union Proposals October 29, 2015

DRAFTER

Start	\$33.61
End 6 Months	\$34.23
End 12 Months	\$34.89
End 18 Months	\$35.57
End 24 Months	\$36.58
End 30 Months	\$37.24
End 36 Months	\$37.95

ADMINISTRATIVE POSITIONS

CLERICAL LEVEL 1

Start	\$18.38
End 6 Months	\$19.52
End 12 Months	\$20.62
End 18 Months	\$21.73

CLERICAL LEVEL 2

Start	\$23.08
End 6 Months	\$24.20
End 12 Months	\$25.33
End 18 Months	\$26.37

CLERICAL LEVEL 3

Start	\$26.69
End 6 Months	\$27.83
End 12 Months	\$28.96

CLERICAL LEVEL 4

Start	\$30.29
End 6 Months	\$31.41
End 12 Months	\$32.56

CLERICAL LEVEL 5

Start	\$33.91
End 6 Months	\$35.03
End 12 Months	\$36.17

OVER TPL RATES

\$33.53
\$34.16
\$34.68
\$40.57

PHYSICAL LINES OF PROGRESSION

A. Multi-Skilled Technician (Primary Stream – Controls)

B. Multi-Skilled Technician (Primary Stream – Mechanical)

C. Warehouse Technician

~~D. Utility Worker Job Definition~~

~~An employee who, under the general guidance of senior employees, performs routine work such as, but not necessarily limited to:~~

~~Measurement/Compression:~~

- ~~a. Daily, weekly, monthly operator checks
 - ~~i) Gathering running hours~~
 - ~~ii) Checking oil levels~~
 - ~~iii) Site condition monitoring~~~~
- ~~b. Visual walk around/inspections~~
- ~~c. Identifying items in need of repair and notifying appropriate individuals to perform the repair.~~

~~Pipeline:~~

- ~~a. Line locates~~
- ~~b. Servicing valves (i.e. adding oil)~~
- ~~c. Installing signage~~
- ~~d. Fencing repairs~~

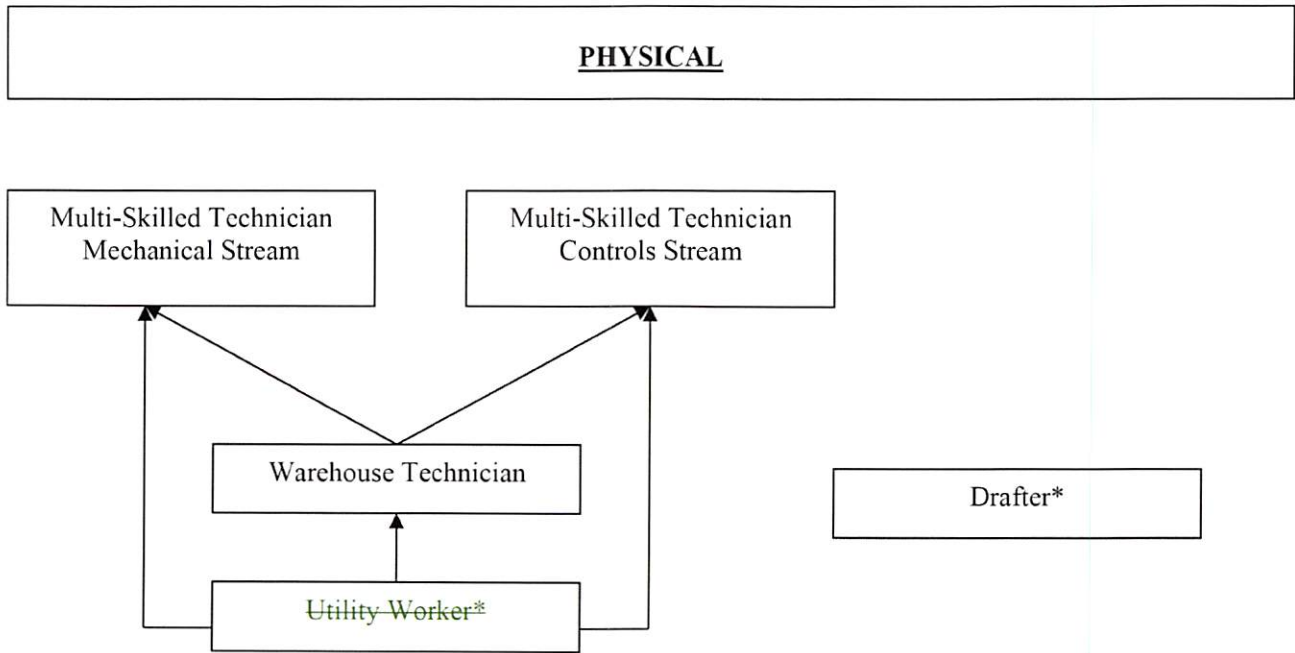
~~The Utility Worker will be required perform additional duties as assigned such as routine administrative, clerical, janitorial, grounds keeping and warehousing activities.~~

~~The Utility Worker must have the qualifications, experience and ability to competently and efficiently perform the duties assigned. Qualifications must include a valid motor vehicle operator's license, clear driving record and the ability to work extended hours as required.~~

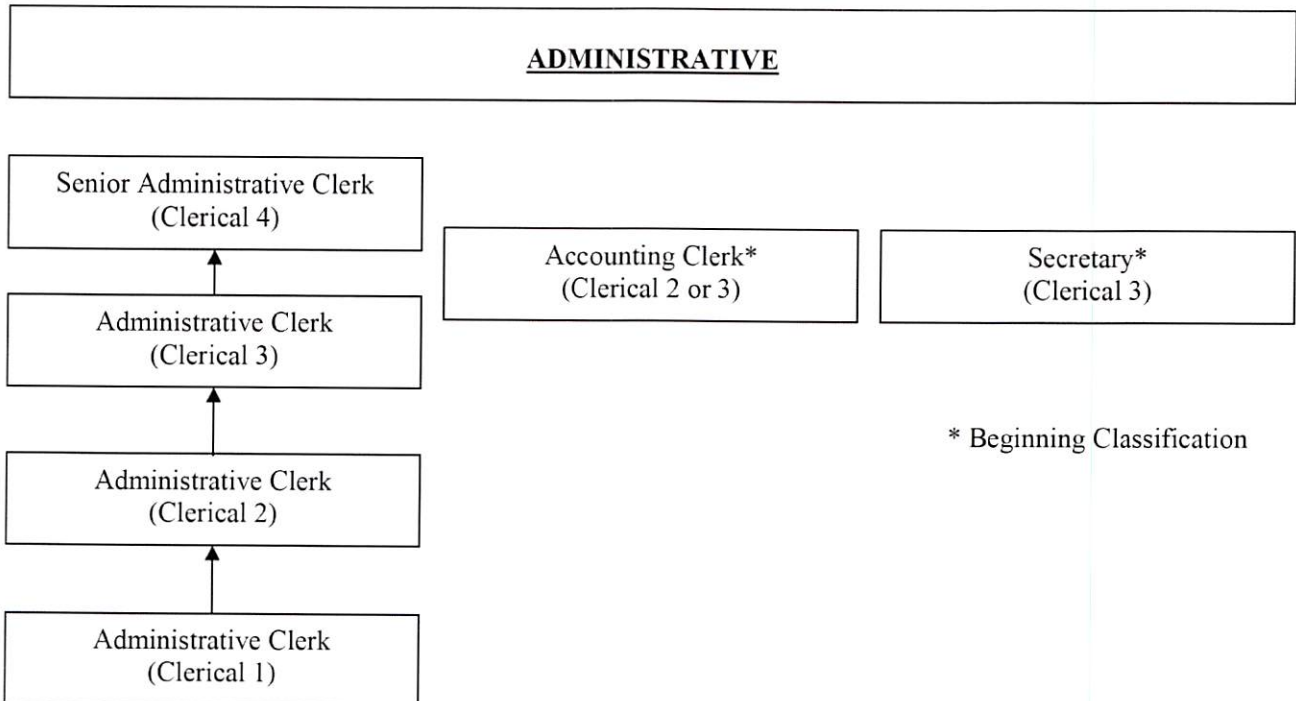
~~E.D. Drafter~~

~~F.E. Helper, Temporary~~

EXHIBIT C
LINES OF PROGRESSION



Incumbent Utility Workers will enter the Multi-Skilled Technician stream of their choice.



Union Proposals October 29, 2015

Union proposes modifying the 401(k) Savings Plan language from the **TransCanada Benefits and Retirement Plan for IBEW Union 1245 Employees.**

From page 2

You may contribute up to 60% of your eligible earnings pre-tax, subject to IRS limits.

TransCanada will match dollar for dollar ~~50~~100% of the first 6% of your pre-tax contributions.

The company match is 100% immediately vested.

From page 22

TransCanada makes a matching contribution of ~~50~~100% up to the first 6% of eligible earnings you contribute.

EDUCATIONAL ASSISTANCE

Post-Secondary Assistance Awards Program

In the first paragraph of the Post-Secondary Assistance Awards Program, Eligibility – Canada and the United States remove the term “**employees represented by a collective bargaining agreement**”.