

AGREEMENT

BETWEEN

NEW BRUNSWICK POWER CORPORATION

AND

LOCAL 37

OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

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

GENERATION CONVENTIONAL GROUP

JANUARY 1, 2001 - DECEMBER 31, 2004


Energie NB Power



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THIS AGREEMENT, made in duplicate this 20th of September, 2001.

BETWEEN:

THE NEW BRUNSWICK POWER CORPORATION OF THE PROVINCE OF NEW BRUNSWICK hereinafter called "THE CORPORATION" of the First Part

AND

LOCAL 37, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, A.F. of L., C.I.O. - C.L.C. hereinafter called "THE UNION" of the Second Part

WHEREAS the Corporation (subject at all times to all the provisions of the Electric Power Act, RSNB 1973, Chapter E5) is generating, transmitting and distributing electrical energy and in connection therewith has in its employ a number of employees who are members of Local 37.

WHEREAS, the parties hereto consider it to be their joint obligation to endeavor to provide continuous, adequate and economical electrical service to the public at all times, and,

WHEREAS, the parties hereto recognize that from time to time certain differences may arise between them, and they are desirous of providing for a settlement of such differences in a harmonious manner and without cessation of or interference with the generation, transmission, or distribution of electrical energy to the public,

NOW THEREFORE, it is agreed between the parties hereto:

ARTICLE I

SCOPE OF WORK

1.01 Every Employee will perform whatever work is required to support, operate and maintain the Stations and the work of the Business Unit, as directed by the Employer, within the limits of their safety, knowledge and skill.

ARTICLE II

UNION RECOGNITION

2.01 The Corporation recognizes Local Union 37 of The International Brotherhood of Electrical Workers as the exclusive bargaining agent for all employees in the Generation Conventional bargaining unit to whom New Brunswick Certification Order Number PS-034-00 applies.

2.02 The Union has the right to deal in matters pertaining to hours of work, working conditions and wages coming within the scope of this Agreement.

2.03 The Corporation shall not interfere with the administration of the Union. It shall not contribute financial or other support to it. The Corporation shall not refuse to employ any person because such person is a member of the Union.

2.04 The Corporation shall not in any way attempt to persuade an employee covered by this Agreement to refrain from becoming an officer or representative of the Union or from exercising his or her lawful rights as a member of the Union.

2.05 The Union, its members, or its agents, shall not conduct Union activities during working hours or on the Corporation's premises except as otherwise provided in this Agreement,

2.06 Union Officials

2.06 a) Business Manager

The Business Manager, Assistants or Agent shall have access to Corporation property, to meet with the shop steward, in the performance of their duties in servicing this Agreement providing they have made prior arrangements through the Labour Relations Department. It is understood such visits shall not interfere with the local operations of the Corporation.

2.06 b) Shoo Stewards

The Corporation agrees to allow time, during regular working hours, for one shop steward to attend when meetings are held at the 1st, 2nd and 3rd level of grievance and when meetings are held on potential grievances.

2.06 c) Union Negotiating Committee

The Corporation agrees to pay up to five employees, who are members of the Union Negotiating Committee, for time spent negotiating a new contract with the Corporation during their normal work day but shall not pay overtime or expenses. The day prior to each negotiation session will be considered as time spent at negotiations.

The Corporation **also** agrees to pay the members of the Union Negotiating Committee up to two days each for the purpose of **pre**-negotiation meetings.

Payment to members of the Union Negotiating Committee **will** not be made for time spent or expenses incurred as a **result** of the appointment of a Conciliator or a Conciliation Board.

2.06 d) Other Pay and Expenses

The Corporation **shall** not pay for time spent or expenses incurred in respect to grievances, adjudication, designation or other activity related to Union business except as specified in this agreement. **When** five days notice has been given and replacement is available, the Corporation **will allow** Union executive officers time off without pay to attend regularly scheduled Union executive meetings. The Corporation further agrees to pay replacements up to a maximum of thirty (30) person days in total for any calendar year.

2.06 e) Union Officers

The Union **will** provide the Corporation with an up-to-date list of its officers including Unit Chairpersons and Shop Stewards and **will keep** such list current.

2.06 f) New Employees

New employees, coming within the scope of this Agreement **will** be notified that a Collective Agreement is in effect. The Corporation agrees to provide to the Union a **monthly** list of **all** new hires to regular positions, and **all casual** or **temporary** hires with an expected term of employment of six months or more. The Shop Steward in the Immediate area **will** be notified of appointments to Classifications listed in Appendix "A" as soon as is reasonably possible **following** such appointments,

2.07 Union Membership

All employees covered by this Agreement who are presently members of the **Union** shall maintain such membership. Subsequent to the signing of ~~this~~ Agreement, all new or existing employees who become covered by the Collective Agreement shall, as a condition of employment, become members of, and ~~maintain~~ membership in the Union. However, when an employee's membership has been suspended by the Union, the Corporation will not ~~be~~ required to terminate employment.

ARTICLE III

BIGHTS OF THE EMPLOYER

3.01 The Corporation retains the exclusive right to manage its operation in every respect except in so far as these rights may be expressly restricted by the terms of ~~this~~ Agreement.

The terms of any prior ~~Collective~~ Agreement between the parties will have no ~~relevance~~ in respect to the interpretation or application of the foregoing.

Nothing in the above shall ~~override~~ the grievance procedure or restrict in any way the right to grieve.

ARTICLE IV

CORPORATE LABOUR MANAGEMENT COMMITTEE

4.01 The parties agree to continue the Corporate Labour Management committee, which will include members of the Union leadership and members of NB Power senior management.

The purpose of the committee is to address matters of mutual concern and to enhance communication between labour and management.

ARTICLE V

DEFINITION OF EMPLOYES

5.01 in this Agreement:

(a) The definition of "Casual Employee" is in accordance with the Public Service Labour Relations Act.

(b) "Temporary Employee" means a person who is hired for a specific job or jobs, usually of longer duration than six (6) months, but the need for such job is temporary.

(c) "Regular Employee" means a person who has undergone a period of probation and has been appointed to fill a complement position.

(d) "Probationary Employee" means a person who is hired for a regular position and is undergoing an initial probation period following hire. The probation period will normally be six (6) months but may be extended by mutual agreement between the Corporation and the Union.

(e) A casual employee who has been employed for a period exceeding the time provided in the Public Service Labour Relations Act will be converted to Temporary and such additional benefits as may apply shall be put into effect as soon as is reasonably practical thereafter.

(f) "Part-time Employee" means a person described in subsection b, c, or d, above who is not ordinarily required to work more than one-half the normal hours of work of other employees in the bargaining unit. In such case, the employee's benefit entitlement is in accordance with Appendix "C".

ARTICLE VI

NO STRIKE OR LOCKOUT

6.01 In conformity with the Public Service Labour Relations Act, it is agreed that during the life of this Agreement that at no time shall there be a strike by the Union, which includes a cessation of work, or a refusal to work or to continue to work, by employees in combination or in concert, or in accordance with a common understanding, or a slowdown or other concerted activity on the part of employees designed to restrict or limit output; and at no time shall there be a lockout by the Corporation.

ARTICLE VII

DISCIPLINE AND DISCHARGE

7.01 Disciplinary action or discharge shall be for just and sufficient cause.

7.02 When an employee is suspended without pay or discharged, the employee will be given the reason or reasons for such action and confirmation in writing.

7.03 An employee shall be provided with a copy of any disciplinary documentation which is placed in their file. A written reply by the employee will also be placed in their file. Any employee wishing to review their file must make arrangements to do so through local supervision and Corporate Records Management.

7.04 When disciplinary action has been taken, the record of such transactions will be retained in an employee's file as per the following schedule:

- i) 6 months for any documentation of verbal discussions of disciplinary matters,
- ii) 12 months for formal written documentation of a disciplinary transaction,
- iii) 24 months for formal written documentation of a disciplinary transaction which results in a leave (with or without pay) or any other penalty.

If the employee has not been subject to further disciplinary action during that period, such records will be removed from the employee's file at their request and shall not be referred to or used against the employee. If the employee has been subject to further disciplinary action during that period, the entire disciplinary record remains on the file until the expiration of the period of time that applies for the latest disciplinary action.

7.05 Notwithstanding anything contained elsewhere in this Agreement, a Probationary Employee shall have no right to grieve termination of their employment during the probation period.

7.06 When an employee is summoned to a disciplinary interview that could lead to disciplinary action, the employee has the right to Union representation.

ARTICLE VIII

WAGES

8.01 General

8.01 a) Wages of all employees covered by this Agreement shall be at those levels appearing in Appendix "A". The wages of new classifications created within the bargaining unit shall be established only after discussion with the Union and shall become pari of this Agreement. The hourly rates shown in Appendix "A" do not include the 3 cents per hour for the Union Education fund.

8.01 b) The Corporation agrees to remit to the Union on a quarterly basis the above noted three (3) cents per hour, for all regular and overtime hours worked. Remittances for overtime hours shall be at straight time and banked time shall be paid as it is put in the bank. It is understood that these remittances are to be used by the Union for the purpose of membership education.

8.01 c) The following represents the Parties' agreement concerning compensation:

Note: The parties agree that these increases will be adjusted to reflect any increases received prior to the execution of this Agreement as a result of prior obligations (e.g. the 0.5% increase received by the Administration Support group on April 01, 2001). It is the Parties' agreement that employees will receive no more than the increases below in each year of the agreement.

- i) Ranges will be created for former 1733 classifications with 4 steps below the rate in effect December 31, 2000.
- ii) Individuals moving to new ranges will be placed on the next highest step to their current base compensation rate.
- iii) January 1, 2001: 2.0 %cost of living increase.
- iv) April 1, 2001: combine the following classifications:
 - Lead river control operator and senior thermal operator = senior operator
 - Thermal engineer, turbine engineer = operator

- Fitter, welder and electrician = maintenance tradesworker
- Tool crib attendant, fitter helper and utilityworker = utilityworker
- Switchboard operator, leading operator A & B = hydro/hvdc operator

v) April 1, 2001 adjust the top step of the following classifications:

Senior operator = \$26.49

Operator = \$23.85

Maintenance tradesworker = \$22.00

Utilityworker = \$15.86

Materials Handling Foreman (formerly Coal Foreman) = \$25.73

vi) Technical Operator and Supervisor Hydro Maintenance classifications will be "Present Incumbent Only" with no further appointments.

vii) Effective the first pay period following the date of signing the collective agreement: Fifty (50) cent increase to the top step of each classification (excluding apprenticeship rates) for the implementation of flexibility. The Maintenance Planner and Fitter Welder classifications will then be combined with the Maintenance Tradesworker classification. Individuals in those positions will have their salaries frozen in accordance with article 8.01 (d) of the collective agreement.

- viii) January 1, 2002: 2.0 %cost of living increase.
- ix) April 1, 2002: Seventy-five (75) cent increase to the top step of selected classifications in operations and maintenance in the generating stations for the implementation of flexibility.
- x) January 1, 2003: 2.0 % cost of living Increase.
- xi) April 1, 2003: Combine River Control Operator with the Operator classification and adjust top step of the Operator classification to the top step (rate effective January 1, 2003) of the River Control Operator classification. Adjust top step of the Senior Operator classification to ten (10)percent above the top step of the Operator classification.
- xii) April 1, 2003: Adjust the top step of the Maintenance Tradesworker to be equivalent to the top step (rate effective April 1, 2003)of the Technician 1 classification. Adjust top step of the Senior Maintenance Tradesworker to ten (10) percent above the top step of the Maintenance Tradesworker classification.
- xiii) April 1, 2003: Twenty-five (25) cent Increase to the top step of selected classifications in operations and maintenance in the generating stations for the implementation of flexibility.
- xiv) January 1, 2004: 2.0% cost of living increase
- xv) Effective the date this Agreement is signed, the classification of Senior Maintenance Tradesworker will be created with the top step set at 10% above the top step of the Maintenance Tradesworker range. Four positions will be created: 1 at Belledune, 1 at Dalhousie and 2 at Coleson Cove. The current incumbents of the four acting lead hand positions in the maintenance departments at these Stations will be appointed to these positions,

8.01 d) When an employee is assigned to a classification with a maximum salary which is lower than the employee's current rate of pay, as a result of re-evaluation of a job classification, reorganization, or return to work from LTD or WCB, the employee's salary shall be frozen for a period of two (2) years or until such time as the rate of pay for the new classification reaches the employee's salary, whichever comes first. if, after the two year period, the employee's salary is still above that of their new classification, the employee's salary shall be immediately reduced by twenty-five percent (25%) of the difference between the two rates, and then reduced in equal parts at six month intervals over the next two (2) years such that the employee's salary falls within the range of the new classification,

8.01 e) in any case where an employee with at least 25 years of service is unable, for bona fide medical reasons, to carry out the duties and responsibilities of their position and is therefore reassigned to a lower paying classification, they may choose to have their salary adjusted in accordance with 8.01 (d) or they may elect to maintain the wage level of their former classification, including all increases applicable to the classification, until such time as the employee reaches the age of eligibility for an Immediate pension under the provisions of the Public Service Superannuation Act. if at that time the employee chooses not to retire, their salary shall immediately be reduced to the appropriate level for their present classification.

8.02 Progress Within a Pay Bracket

8.02 a) Step increases which are contingent on acceptable course progress and proficiency shall be effective as specified by the course schedule.

8.02 b) Step Increases for other employees whose pay is within a bracket shall fall due on their anniversary date. An employee's anniversary date will be determined by date of classification or reclassification in an Appendix "A" position. Step Increases may be withheld when upon review by the Corporation satisfactory performance and progress are not shown.

8.02 c) If an employee is otherwise progressing and performing satisfactorily but a step increase has been withheld because of a delay on the Corporation's part in providing required courses, training or experience, and the employee subsequently meets Corporation standards, the increase shall be effective as well for the period of time attributable to the delay referred to. Such Increases will not be withheld for more than six months, however, as a condition of continued employment, the employee must meet Corporation standards when the opportunity is provided.

8.02 d) If an employee is not granted a step increase as provided in (a), (b) or (c) above, they shall have the right upon request to an interview with their supervisor to discuss the matter.

8.02 e) An employee who is assigned to a step in a salary range for a position that requires an apprenticeship program will not progress to the top step in the range until they have successfully completed their apprenticeship and certification. Such employees may progress through the salary range until they reach the step below the top step and will remain frozen at that step until successful completion of the above requirements.

8.03 Relieving Pay

8.03 a) When as a result of a request by the Corporation, an employee relieves in a higher paying non-supervisory position for the employee's entire normal work day or shift, the employee shall receive **8%** on their regular pay for all hours spent in the position. However, should the addition of **8%** result in the maximum salary of the relieved position being exceeded, the employee shall receive the maximum salary of the relieved position.

8.03 b) When as a result of a request by the Corporation, an employee relieves in a higher paying supervisory position (not including lead or senior positions) for the employee's entire normal work day or shift, the employee shall receive **10%** on their regular pay for all hours spent in the position. However, should the addition of **10%** result in the maximum salary of the relieved position being exceeded, the employee shall receive the maximum salary of the relieved position.

8.03 c) An employee will be considered to be relieving when the employee is required by the Corporation to leave their normal work and fill a position (a) to which the incumbent is expected to return; (b) which has become vacant and is open for bid; or (c) which has been temporarily created. When an employee is absent or a position is vacant, there is no requirement for the Corporation to replace the absent employee with another employee or to pay the relieving rate. Employees will not be considered to be relieving when they continue to perform the functions of their own positions.

8.03 d) Overtime shall be paid at the relieving rate,

8.03 e) When an employee has been relieving for a period in excess of twenty (20) consecutive working days, their status will be changed to "acting" so that the relieving rate will apply to all hours until the relieving assignment is completed.

8.04 Lead Hand Pay

An employee who on instruction by the Corporation performs as a Lead Hand, in a lead position not already established in Appendix 'A', shall be paid an additional 8% on their regular rate of pay for all time spent in the lead function.

ARTICLE IX

HOURS OF WORK

9.01 General

For all employees the regular workday shall be from midnight to the following midnight. The introduction and elimination of daylight saving will not be considered as other than a normal day.

9.02 Normal Hours - Non-Shift Assignment

9.02 a) The normal hours of work for Administrative Support Representatives working in Head Office will be seven and one-quarter (7.25) hours per day, Monday through Friday, with an hour unpaid lunch break, resulting in a thirty-six and one-quarter (36.25) hour week. The start and finish times for the workday will be 08:15 to 16:30, unless altered by mutual agreement as per the terms of this agreement.

9.02 b) For all other non-shift employees, the normal hours of work shall be eight (8) hours per day, Monday through Friday, with a one-half hour unpaid lunch break, resulting in a forty (40) hour week. The start and finish times for the workday will be 08:00 to 16:30, unless altered by mutual agreement as per the terms of this agreement.

9.02 c) Certain classifications, because of the requirements of the job, work hours other than those defined elsewhere in this Article. Typical examples are Janitors, Cleaners, Utilityworkers, Security Guards and Coal Handling Crews. For such classifications, 8 hours per day and 40 hours per week shall constitute normal working hours and the specific schedules shall be determined by the Corporation. However, normal work hours shall not be changed to circumvent overtime.

9.03 Normal Hours - Shift Assignment

9.03 a) Normal Hours - Full Shift Assignment

1. The normal work hours shall be 12 hours and the normal schedule shall consist of a thirty-five (35) day cycle. Each location will determine their schedule in accordance with their needs. The following is a generic example:

2. Employees may be changed from one shift to another within the shift cycle providing the overall cycle is not altered in time and such change shall be regarded as normal and no overtime premiums will be paid.

3. The Shift Supervisor may change individual employees within the work schedule for the purpose of strengthening shifts providing a minimum of 7 days notice is given. The intention is that such changes shall normally be of a permanent nature and no premium time will be paid because of such change. All time worked by an employee in excess of 168 hours in a cycle, arising out of a change from one crew to another, will be paid at the applicable overtime rate.

4. When as a result of being re-assigned from one crew to another, an employee works in excess of four consecutive shifts without any time off, they will be paid applicable overtime premium on all subsequent consecutive shifts.

5. The maximum number of maintenance workers who can be assigned to a full shift schedule will be two per shift. Additional maintenance workers required on these shifts will be paid in accordance with the collective agreement provisions that apply to varied hours of work.

6. When shift workers are required to temporarily work hours normally worked by non-shift workers, adjustments of time off will be made in the following manner:

- a) When assigned to work non-shift for any portion of a cycle, the adjustment will be made at the Station level. The total number of regular hours to be scheduled during the 35 day period will be 168

hours. Any paid holidays which occur during the non-shift period will be celebrated by the employee and will be considered as time worked. There is no requirement for any vacation adjustment in this case. (See attached Example One).

- b) When assigned to work non-shift for a full cycle, the adjustment will be made by the Compensation Department. The employee will work on the basis of 40 hours per week. Any paid holidays which occur during the non-shift period will be celebrated by the employee and will be considered as time worked. Vacation credits will be applicable on the basis of the employee's years of entitlement. (See attached Example Two).
- c) When the assignment to non-shift is for a duration longer than one full cycle, the adjustment will be made at the Station level for any combination of shift and non-shift during a cycle as per a) above, and the Compensation Department will make the adjustment for all complete cycles of non-shift assignment as per b) above.

- 7. Twelve (12) hours of vacation credit are built into each cycle. An employee who is sick or assigned to work the entire period of the longest sequence of time off for a cycle will be credited with twelve (12) hours of vacation. For the purposes of this section, the "longest sequence of time off" may span two cycles and where there are two periods of time off of equal length, the latter sequence will be the relevant period.

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8. in order to maintain and ensure a continuous operation, it may be necessary to establish an "On Call Roster". The decision as to whether such a roster is necessary shall rest solely with management. No premium or compensation shall be paid to any employee for serving on such a roster if the need for it is for coverage of absenteeism. Management will, however, provide paging devices as required. On Call Rosters established for reasons other than absenteeism will be compensated as established elsewhere In this agreement,

9. When an employee is entitled to leave for jury duty or bereavement, they will be paid for the amount of regular hours that they were scheduled to work on that day.

10. Sick leave shall be calculated on an hourly basis.

11. Employees who work Christmas day as part of their regular shift-cycle shall receive extra pay at straight time rate for all hours worked within the 24 hours of December 25.

12. The shift differential for the twelve hour shift workers is payable only on the night shift as defined at item #1 above. The hourly rate for the 12 hour schedule shift differential is \$1.33.

9.03 b) Adjustment of time when assigned to non-shift schedule:

When a shift worker is temporarily assigned to non-shift duty, the adjustment of time will be made in the following manner:

Example One:

Scenario: A shift worker on Crew #1 is scheduled to work non-shift duty from January 7 to January 17.

JANUARY 1997							FEBRUARY 1997																																						
Day	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	M																									
Date	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10										
Crew #1	g																																												
#2	d	d	*																																										
#3	n	*	d	d	d	*																																							
#4	n	n																																											
#5																																													

1. Calculate the number of hours scheduled to work between January 18 and February 10 (8 shifts x 12 hours) = 96 hours.

2. Deduct the hours between January 18 to February 10 from the normal 168 hours which is scheduled during the cycle and the result will be the number of hours which can be scheduled at the regular rate of pay during the period of January 7 to January 17: (168 hours - 96 hours) = 72 hours.

Conclusion: in this scenario, the employee would be scheduled to work 8 hours per day for 9 days between January 7 and January 17, which equals to 72 hours and therefore no adjustment is required. Since the employee works the usual 168 hours during the cycle, no vacation adjustment is required.

Note: **If** there is a *paid holiday* which fails *during* the *period* that *the* employee is re-assigned to non-shift duty, *the* holiday *will* be celebrated and the *time* will be considered as *time* worked by the employee.

Example Two:

Scenario: A shift worker on Crew #2 is scheduled to non-shift assignment for the period of January 13 until March 17. In this case, it is required to have an adjustment at the Station and a second adjustment by the Compensation Department.

	JANUARY 1997														FEBRUARY 1997																					
Day	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M								
Date	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	
Crew #1	d	*			n	n	n	*	d	d	*				n	n	*	d	d	d	*				n	n									d	
#2	*	d	d	*				n	n	*	d	d	d	*			n	n											d	d	*			n	n	n
#3	n	n	*	d	d	d	*			n	n							d	d	*					n	n	n	*	d	d	*					
#4			n	n										d	d	*			n	n	n	*	d	d	*				n	n	*	d	d	d	*	
#5						d	d	*				n	n	n	*	d	d	*					n	n	*	d	d	d	*			n	n			
FEBRUARY 1997														MARCH																						
Day	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M								
Date	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	
Crew #1	d	*			n	n	n	*	d	d	*				n	n	*	d	d	d	*				n	n									d	
#2	*	d	d	*				n	n	*	d	d	d	*			n	n										d	d	*			n	n	n	
#3	n	n	*	d	d	d	*			n	n							d	d	*				n	n	n	*	d	d	*						
#4			n	n										d	d	*			n	n	n	*	d	d	*				n	n	*	d	d	d	*	
#5						d	d	*				n	n	n	*	d	d	*					n	n	*	d	d	d	*			n	n			

Note: Whenever a cycle is fragmented with a combination of shift and non-shift assignments, the total hours to be scheduled at regular rate is 168 hours:

1. Calculate the number of hours scheduled to work between January 7 to January 12, (2 shifts x 12 hours) = 24 hours.

2. Deduct the hours scheduled between January 7 to January 12 from the normal 168 hours which is scheduled during the cycle and the result will be the number of hours which can be scheduled at regular rate of pay during the period of January 13 to February 10: (168 hours - 24 hours) = 144 hours.

Conclusion: Between January 14 and February 10, a maximum of 144 hours at regular rate can be scheduled. During that period, if the employee is scheduled to work every day, except Saturdays and Sundays, that will result in 168 hours of work and therefore (168 hours - 144 hours) = 24 hours will be paid at overtime rate.

Note: When the re-assignment to non-shift duty includes a complete cycle, the adjustment for that cycle is made by the Compensation Department.

For the period of February 11 to March 17, the employee will be scheduled to work an 8 hour day, Monday to Friday. The Compensation Department will calculate a vacation credit based on the following entitlements. 3 week entitlement = 11.5 hours. A greater entitlement than the basic 3 weeks will not be affected by this adjustment.

9.03 c) Normal Hours of Work - C.S.U. Operators - Belledune G.S.

1. The normal hours of work per day and/or per week are variable to coincide with ship arrivals and ship unloading. The normal hours of work are in accordance with the following criteria:

- a) A full cycle is seven (7) days beginning with the commencement of day shift Monday.
- b) The normal hours of work average out to 34 hours per week. The hours of work will be balanced out to achieve the 34 hour average work week.
- c) When there is no ship unloading activity, the normal hours of work are 08:00 to 16:00 hours Monday to Friday. When required, additional days off will be scheduled during the work week in order to achieve the 34 hour work week average. The accumulation of shift balance time, which has not been utilized as time off prior to the end of the year, will be paid out to a maximum of 40 hours at straight overtime rate. The remaining shift balance time will be carried into the following year.
- d) in recognition of the specific accountabilities of the classification of Continuous Ship Unloading Helper, it is understood that the incumbent will be required, from time to time, to switch from this schedule to the Coal Hoisting shift schedule. in such cases, the time off earned during a shift cycle will be prorated in order to maintain the 34 hour work week average.

- e) Annual vacation of 120 hours is included in the 34 hour weekly schedule, Vacation earned in excess of the 120 hours will be debited based on the schedule in effect on the date of the vacation approval. For vacation scheduled in advance by more than 1 month, changes in ship schedule following approval of the vacation will not impact the number of vacation hours.
- f) Time off for holidays is included in the 34 hour weekly schedule. On the occasion of a holiday, the employee has to work the same number of regular hours during that week. However, unless the employee is required for ship unloading operation, one of their normal days off will coincide with the holiday.
- g) When employees are required for ship unloading operation, the normal hours of work will be twelve (12) hours per day on a shift rotation basis: 08:00 to 20:00 hours for day shift and 20:00 to 08:00 hours for night shift. In such cases, week-ends and holidays are considered part of the normal hours of work.
- h) Every effort will be made to schedule days off in a consecutive manner. However, due to operational requirements, it may be necessary to schedule days off which are not consecutive.
- i) When a regular shift is cancelled, a minimum of 48 hours notice must be given to the employee, otherwise the employee will be entitled to a shift cancellation pay of 2 hours at straight overtime rate. When ship unloading is cancelled for more than 8 hours of any scheduled shift, the employee will be entitled to shift cancellation pay of 2 hours at straight overtime rate.

When shift cancellation occurs during the shift for reasons other than completion of the ship unloading, time credit will be given for the full duration of the shift for the purposes of calculating the commencement of overtime after 48 hours in any shift cycle. This time credit is not paid time. Any shift cancellation hours paid shall be included in the time credit.

2. An employee may elect not to receive pay for overtime worked at premium rates and have such overtime hours credited, at premium rates, to a bank for later time off.

3. An employee will be entitled to accumulate up to one hundred and twenty (120) hours of banked time per year. In addition, by mutual agreement, an employee may be allowed to work additional time at their regular rate of pay during the confines of the regular work week, in order to accumulate additional time off to be taken at a later date.

4. Every effort will be made to accommodate the wishes of employees but the granting of such time off will be subject to the requirements of the operation. Normally, when employees are required for ship unloading operation, time off cannot be granted, however, providing personnel qualified in the operation of the CSU are available for replacement, banked time off may be granted if the employee reimburses such time off at the replacement rate.

5. Overtime will be paid at the appropriate rate for all hours worked beyond the normal scheduled work day (whether it is an 8 or 12 hour work day) or for all hours worked in excess of 48 hours within a one week period. Additional scheduled days outside of the normally posted schedule (i.e., scheduled additional work on Friday in a week when Monday to Thursday is posted as the normal schedule) for activities other than ship related activity will be paid as Overtime. Overtime and Call-Out shall be as defined in Article X.

6. Should an employee work in excess of 4 consecutive twelve hour shifts as a result of straddling the Sunday, they will be paid at straight overtime rate for all hours worked during the fifth consecutive shift In addition to their regular pay.
7. When the completion of the ship unloading occurs during the night shin on Sunday, the employee will be given 8 hours of rest pay on Monday. The rest pay provision will not apply if the employee is required to continue with the ship unloading operation by working night shift on Monday.
8. Entitlement to bereavement, jury duty and/or witness duty leave are in accordance with the collective agreement. Employees will be paid for all regular hours scheduled io work on such days.
9. Employees who work Christmas day as pari of their regular shin cycle shall receive extra pay at straight time rate for all hours worked within the 24 hours of December 25.
10. A shift differential of \$1.33 pet hour shall be paid for all regular hours worked on Night Shift.
11. For the purposes of convenience and to simplify communication, pagers shall be supplied to the employees if they so desire. No payment will be made for use of the pager.
12. For as long as they remain in that role, employees in the position of CSU Helper as of Oct 1, 2001 will be moved to the rate of CSU Operator with normal progression provided they meet the requirements of the position.

9.04 Normal Hours - Chemical Control Technicians (not assigned to shift)

a) To provide coverage eight (8) hours per day seven (7) days per week, normal days of work shall be: 5 days per week - Monday through Friday or Wednesday through Sunday. The normal daily hours of work shall be eight (8) hours as follows:

- i) Monday through Friday 08:00 to 12:00 hrs and 12:30 to 16:30 hrs, excepting that when only one Chemical Control Technician is on duty on a given day, the hours of work shall be 08:00 to 16:00 hrs.

- ii) Saturday, Sunday, 08:00 to 16:00 hrs.
Statutory Holidays

b) A schedule of normal hours of work will be posted at each location at the first of each month to cover that month. The schedule may be changed without cost to the Corporation providing seven (7) days written notice is given prior to such change. If seven (7) days written notice is not given, double the normal rate shall apply to scheduled days off worked until seven (7) days have elapsed following written notification.

c) When Statutory Holiday work is included on the posted schedule of work, it shall be for a minimum of eight (8) hours.

d) Scheduled days off will normally be consecutive but may be otherwise when mutually agreed. In such case the change will be regarded as normal hours for pay purposes.

9.05 Work Break

Employees shall be entitled to a ten (10) minute work break in the first half and the second half of each scheduled work day.

9.06 Shift Differential

a) Shift differential for employees working a twelve hour shift schedule will be as per article 9.03. Shift differential for employees working varied hours of work will be as per article 9.08.

b) The appropriate shift differential shall be paid for the first 8 hours of each varied period of work for non-shift assignment employees. However, the shift differential will not be paid for overtime work or for hours paid at overtime rates.

9.07 Alternative Hours of Work

Notwithstanding anything In this Article. normal hours may be altered in the following ways:

a) The Parties to the Collective Agreement may alter the normal hours of work by mutual agreement. Such agreement will be confirmed in a letter of agreement and; while such letter is in effect, the altered hours shall be considered the normal hours of work, or;

b) Local management or employees may propose an altered hours of work arrangement which, if accepted by management and a majority of the employees in the proposed group to be affected by the arrangement, shall be considered their normal hours of work. Any agreement must include the following conditions:

- (i) the process for scheduling hours of work will be confirmed in a letter of agreement which will contain a provision allowing either local management or the employees in the group (by majority vote) to revert to normal hours as defined in the collective agreement with thirty (30) days notice
- (ii) local management may, by notice to the employees no later than noon on the Thursday prior to the week in question, alter the normal hours of work within the limits of the work week (i.e., excluding Saturdays, Sundays and Statutory Holidays)
- (iii) the normal hours in a day may be extended to twelve (12) hours before overtime premiums (at prevailing overtime rates) apply to those hours in excess of twelve hours
- (iv) an employee who has completed their normal work week (40 hours, excluding hours paid at overtime rates), will leave work or, if directed to continue working, will be paid prevailing overtime rates for the remainder of the time worked in that week.

9.08 Varied Hours of Work

The Corporation may vary the hours of work for individual employees or groups of employees in accordance with the following conditions:

- (i) within the limits of the work week (i.e., excluding Saturdays, Sundays and Statutory Holidays) the Corporation may vary eight (8) hours of work per day for non-shift assignment employees. The re-assignment to varied hours of work will be to hours outside of the employee's normal hours of work.
- (ii) the first eight (8) hour period of any variance will be paid at double time the employee's normal hourly rate. However, subsequent periods of varied hours will be regarded as normal and no overtime premiums will be paid. When a variance is extended to complete the work, no overtime premiums will be paid.
- (iii) a scheduled variance ends when an employee reverts to their normal hours of work. However, a scheduled variance may include work on a weekend (at overtime rates) and/or a rotation between day and night shifts. The inclusion of such weekend work and/or hours that include "normal" hours of work in a scheduled variance does not constitute a new variance.
- (iv) prevailing overtime rates will be paid for all hours in excess of eight (8) hours for each period of varied hours. A twenty minute paid meal break and two ten minute paid work breaks will be included in the eight hours of work.
- (v) shift differential for non-shift employees who work varied hours will be as follows:

- 95 cents per hour shall be paid to employees working varied hours between 16:00 and 24:00
 - \$3.00 per hour shall be paid to employees working varied hours between 24:00 and 08:00
 - shift differential will not be paid for overtime work or hours paid at overtime rates.
- (vi) shift differential for non-shift employees who work in excess of 400 hours of varied hours at straight time rates in a calendar year will be paid shift differential for varied hours in excess of 400 hours as follows:
- \$3.00 per hour shall be paid to employees working varied hours between 16:00 and 24:00
 - \$10.00 per hour shall be paid to employees working varied hours between 24:00 and 08:00
- (vii) the Corporation may vary hours of work for shift assignment employees as per article 9.03 of the agreement and all such hours of work will be regarded as normal and no premium rates will be paid.
- (viii) the Corporation will ask for volunteers prior to assigning employees to a varied hours of work schedule.
- (ix) when employees complete their assignment to the varied hours of work schedule, they will be allowed a minimum of eight hours off between the completion of the varied hours of work and their regular work schedule with no deduction from their regular pay.

9.09 winter Storm

It is recognized that despite their best efforts, some employees may be unable to report to work on time because of blocked highways. In such cases the employees shall notify their supervisor, if possible, of their difficulty and providing they arrive within two (2) hours of scheduled start time, there will be no reduction from their regular pay. Should they arrive at work after this two (2) hour period, they shall be paid for time actually worked.

ARTICLE X

OVERTIME AND PREMIUMS

10.01 General

Overtime rates will not be paid for work performed during normal, alternative or varied hours of work except as specified in Article IX.

10.02 Definitions

10.02 a) Normal Work Day means the normal work day as defined in this Agreement or such work day as is substituted therefore in keeping with the terms of this Agreement.

10.02 b) Unscheduled Extension Overtime means overtime work performed prior to or at the conclusion of and continuous with the Normal Work Day for which the employee has received less than 12 hours of notice.

10.02 c) Scheduled Overtime for non-shift employees means overtime work on a Normal Work Day (whether continuous with the work day or not) or a scheduled day off, for which the employee has received 12 hours or more notice prior to the commencement thereof. Failure to provide 12 or more hours notice will result in the Overtime being classed as either Unscheduled Extension Overtime or Call-Out Overtime.

10.02 d) Scheduled Overtime for shift employees means overtime work on a Normal Work Day (whether continuous with the work day or not) or a scheduled day off, for which the employee has received 12 hours or more notice prior to the commencement thereof. However, the notice provisions will not apply for overtime work for a shift worker covering absenteeism (i.e., sick leave, vacation and banked time off), where notice given is contingent on notice received. Overtime work performed by a shift worker to replace an absent fellow employee shall be defined as Scheduled Overtime irrespective of notice given.

10.02 e) Call-Out Overtime for non-shift employees means overtime work performed other than Unscheduled Extension Overtime or Scheduled Overtime, When an employee is called out they shall receive not less than two (2) hours pay at double their normal hourly rate.

10.02 f) Call-Out Overtime for shift employees means overtime work other than Unscheduled Extension Overtime or Scheduled Overtime where the employee is requested to provide increased coverage for a shift end 12 hours notice has not been given. When an employee is called out they shall receive not less than two (2) hours pay at double their normal hourly rate.

10.02 g) Application of Call-Out Overtime

Non-shift and shift employees working call out overtime who are required to perform other tasks before returning home, shall be credited with only one call out. Secondary routine work assignments will not be made solely for the purpose of keeping the employee on site for the minimum overtime period. Call out time shall be calculated from the time an employee reports for work at their Headquarters or an alternate work site until such time as they complete their assignment and leave their Headquarters or alternate work site. Should an employee work continuously with their normal work day or regular shift, either after normal quitting time or before normal starting time, the employee shall be paid at the prevailing overtime rate for such extra time and this time shall not count as a call out. Work during noon break shall not count as a call out, but shall be paid in accordance with Section 10.05.

10.02 h) Shift Turnover

Both parties recognize that an exchange of information is required on shift turnover. It is further recognized that the time required for this exchange of information does not qualify for payment except in abnormal circumstances, when overtime provisions apply.

10.03 Overtime Rates

10.03 a) Non-Shift Workers

For all time worked outside the normal hours of work defined in Article IX, pay shall be as follows:

- i) Monday through Friday between 16:30 hrs and 22:00 hrs - time and one half
- ii) Monday through Friday between 22:00 hrs and 08:00 hrs - double time
- iii) Saturday, Sunday- double time
- iv) Statutory Holiday - double time In addition to normal day's pay
- v) Call Out - double time

10.03 b) Shift Workers

For all time worked outside the normal hours of work defined in Article IX, pay shall be as follows:

- i) Monday through Friday between 08:00 hrs and 22:00 hrs - time and one half
- ii) Monday through Friday between 22:00 hrs and 08:00 hrs - double time
- iii) Saturday, Sunday - double time
- iv) Statutory Holiday - double time in addition to normal day's pay
- v) Call Out - double time
- vi) Double time days as Indicated in the shift schedule - double time

10.03 c) Special Item - Chemical Control Technicians Not Assigned to Shift

For the purpose of payment for overtime work, the two days scheduled off in lieu of Saturday and Sunday shall qualify for double time.

10.04 Minimum Period of Overtime and Cancellation of Overtime

10.04 a) When an employee works overtime they shall receive not less than one-half hour at the prevailing overtime rate.

10.04 b) When overtime which was scheduled for an employee's normal day off is cancelled, the employee shall receive two hours pay at straight time unless the employee received at least twenty (20) hours verbal or written notice of the cancellation. Note, however, that there will be no entitlement to this premium where the cancellation results from the completion of scheduled work earlier than expected or the return to work of an employee who had been expected to be absent.

10.05 Work During Noon Break

When, as a result of a request by the Corporation, an employee works during noon break on a scheduled work day, they shall be paid double time for time actually worked during noon break but no less than the equivalent of one hour's pay at regular rate. If the employee is not allowed 20 minutes during the noon break to eat, they shall be allowed 20 minutes as close to the time their afternoon work begins as is possible with no loss in pay. When time allowed to eat is just before afternoon work begins, additional time granted shall be sufficient to bring the total to 20 minutes.

This section shall not apply if the employee is allowed their "noon" break during the period of 11:30 AM to 1:30 PM or if an employee's hours are altered by mutual agreement of the parties to the agreement as provided by Article IX.

10.06 period of Rest

10.06 a) All non-shift workers who are required to work overtime between the hours of 23:00 hrs to 08:00 hrs and who are scheduled to work their regular workday beginning at 08:00 hrs the same day, shall be entitled to a period of rest without loss of regular pay under the following circumstances:

i) A minimum of three (3) overtime hours worked between 23:00 hrs and 04:00 hrs

- Off until 12:30 hrs the same day

ii) A minimum of three (3) call outs between 23:00 hrs and 08:00 hrs

- Off until 12:30 hrs the same day

iii) A minimum of five (5) hours worked between 23:00 hrs and 08:00 hrs

Off until 16:30 hrs the same day

b) Employees exercising their entitlement to paid rest under the terms of this section will ensure that their supervisor is made aware of their intended absence. If the supervisor is not available, notification may be made through the Plant Shift Supervisor or control room.

10.07 Banking of Overtime

10.07 a) An employee may elect not to receive pay for overtime worked including on call pay and have such overtime hours credited, at premium rates, to a bank for later time off (e.g., employee works

8 hours at time and one-half – credit in bank is twelve (12) hours. time off entitlement is twelve (12) hours). Alternatively an employee who is on "Direct Payroll Deposit" may elect to transfer such overtime pay to any Registered Retirement Savings Plan (RRSP) selected by the Union for this purpose and included in the payroll system by the Corporation.

10.07 b) Total hours entered in the bank for non-shift assignment employees shall not exceed 80 hours in any calendar year. The Corporation may schedule up to 24 hours of time off for an employee, using banked hours in excess of the first 40 entered into the bank by the employee.

10.07 c) The employee and the supervisor must agree when time off is to be taken. The earliest that such request will be considered is nine (9) calendar days before the time off is to be taken. However, to enable the supervisor to make a reasonable decision, the employee must give a minimum of twenty-four (24) hours notice. The supervisor may waive the notice requirement in exceptional circumstances.

10.07 d) Withdrawal from the bank will not take precedence over scheduled vacation.

10.07 e) When time off for shift workers requires replacement at overtime rates, time off will only be granted if the shift worker reimburses such time off at replacement value. As they may be required to reimburse some time off at replacement value, total eligible time off that can be entered in the bank shall be a maximum of 120 hours in any calendar year.

10.07 f) In the case of non-shift workers, request for banked time off will be given the same consideration as unscheduled vacation. Such requests will be considered on a first come, first served basis and will be contingent on work requirements.

10.07 g) Unscheduled vacation is defined as a request for vacation with less than ten (10) calendar days notice.

10.07 h) Unused banked time credits at year end will be canceled by payment or transferred to an RASP.

10.08 On Call

The Corporation agrees to pay at straight time, employees whose names appear on the regular weekly cycle "on call roster", or who are otherwise designated as being on call as follows:

(a) During the period:

	End of Scheduled Work	to	Beginning of Scheduled Work	Scheduled On Call Week (# 1)	Supplementary On Call Per Period (# 2)
Monday		to	Tuesday	1 Hour	3 Hours
Tuesday		to	Wednesday	1 Hour	3 Hours
Wednesday		to	Thursday	1 Hour	3 Hours
Thursday		to	Friday	1 Hour	3 Hours
Friday		to	Saturday	08:00	2 Hours
Saturday	08:00	to	Sunday	08:00	2 Hours
Sunday	08:00	to	Beginning of Scheduled Work	2 Hours	4 Hours

(b) An employee who is unable to complete their weekly cycle of "on call" will be paid for actual periods worked in accordance with Schedule #1 above. The first two periods replaced shall be paid in accordance with Schedule #1, plus one (1) additional hour's pay per period. Subsequent periods replaced shall be paid as per Schedule #1 (i.e., subject to paragraphs (c) and (g) below), total compensation for the seven (7) day period shall not exceed 12 hours.

(c) If an employee is placed on the regular "on call" roster more frequently than seven (7) periods in twenty-one (21) they shall be paid an additional three (3) hours pay for such scheduled duty. This provision will not apply to short term replacement as anticipated in (b) above.

(d) Employees "on call" shall keep themselves readily available. Employees wishing to be relieved of on call (except in the case of sickness) must arrange for a replacement approved by the supervisor.

(e) Paging devices will be available for employees who are on the regular on call roster.

(f) Where employees are placed on a "supplementary on call roster" for periods of less than one (1) week, they will be paid for each period of "on call" in accordance with Schedule #2 above.

(g) Employees on "on-call" duty (Regular or Supplementary) shall be paid an additional one (1) hour at straight time for each Statutory Holiday on which the employee is "on-call".

10.09 Protective Suit Allowance

When an employee works in a protective chemical suit or suits of the fully enveloping type with an Independent air supply they shall be paid a special allowance of \$2.50 per hour with a minimum of 2 hours pay during a normal work day. During overtime hours, this allowance shall be \$2.50 per hour with a minimum of one (1) hours pay.

ARTICLE XI

OVERTIME MEAL ALLOWANCE

11.01 Definitions as per Article X.

11.02 Satisfaction of Entitlement

The Corporation's obligation in respect to a meal allowance shall be discharged by:

- a) Provision of a meal up to the rate below: or
- b) Payment in lieu at the rate below

Meal rate: \$ 14.50

11.03 Meal Breaks

When entitlement to a meal allowance is reached and a meal is consumed on the job, a twenty (20) minute paid break will be allowed. However, in calculating entitlement to a meal allowance, the twenty (20) minute paid break shall not count as overtime work.

11.04 Entitlement to Meal Allowance

11.04 a) General

The provision of meals or payment in lieu shall apply only during continuing overtime: no meal or payment in lieu shall be provided at the conclusion of overtime. There will be no payment for overtime meals for scheduled overtime.

11.04 b) During Unscheduled Extension Overtime

1st meal allowance. when overtime work exceeds two (2) hours

However, when Unscheduled Extension Overtime work can reasonably be expected to exceed two (2) hours, the 1st meal allowance may be advanced to the conclusion of the Normal Work Day. In any event when Unscheduled Extension Overtime work exceeds two (2) hours the following shall apply:

2nd meal allowance - when overtime work exceeds four (4) hours

3rd meal allowance - when overtime work exceeds eight (8) hours

When an employee is called in to work prior to the commencement of their normal work day or regular shift with less than 12 hours of notice, they will be considered to be working unscheduled extension overtime and will be entitled to an overtime meal as above. If they were given insufficient time to prepare for the normal mid-shift meal they will also be entitled to an overtime meal for that period.

11.04 c) During Call-Out Overtime

1st meal allowance - when overtime work exceeds 4 hours

2nd meal allowance. when overtime work exceeds 8 hours

3rd meal allowance. when overtime work exceeds 12 hours

ARTICLE XII**TRAVEL**

12.01 The following represents full compensation for all costs as a result of travel on behalf of the Corporation, whether for work or training:

12.01 a) Time spent in travel outside of an employee's normal, alternative or varied hours of work will be paid at the employee's normal hourly rate.

12.01 b) For the purposes of determining such compensation, the following considerations apply:

- i) time travelled is measured from headquarters to work site, work site to work site or accommodations to work site when an employee is required to stay overnight in accordance with the Corporation's policies on travel and accommodation.

- ii) standard time periods for travel between fixed locations will be established.
- iii) when an employee is staying overnight in accordance with the Corporation's policies on travel and accommodation, travel time is not paid unless the distance from the accommodations to the work site exceeds 50 km and will only be paid for the time travelled in excess of 50 km.
- iv) the time at which an employee is to report to a work site shall be at the discretion of the Corporation.
- v) employees will require prior approval from their supervisors in order to use their personal vehicles for travel and compensation for mileage (at the rate set out in corporate policy) will only be paid to the driver of the vehicle.
- vi) overnight accommodation will be approved at the discretion of the Corporation.
- vii) where overnight accommodation has been approved but an employee prefers to travel, a supervisor may exercise their discretion to substitute a lump sum payment of \$50.00. This payment represents the total compensation for such travel and no additional compensation will be paid for travel time, meals, use of the employee's vehicle or any other related expense. Employees must use their personal vehicles and ensure that any arrangements for accommodations are cancelled.

viii) this article of the agreement does not apply to those circumstances where an employee is required to travel by air.

12.01 c) Meal allowances will be paid for noon meals only under the following circumstances:

- i) an employee is required to stay overnight and is covered by the provisions for meals (if any) in the Corporation's travel and accommodation policies: or
- ii) an employee is traveling outside of their Region and the distance between their headquarters and the work site is in excess of 150 km (for the purposes of this section, the "Region" for employees whose normal headquarters is in the Fredericton area will be a 150 km radius around Head Office).

12.01 d) When travel outside of normal work hours exceeds two consecutive hours (not including time taken to eat), one meal allowance will be paid. Where there is an entitlement to more than one meal (i.e., a travel meal or a meal under the Corporate travel and accommodations policy or an overtime meal) for the same period of time, the employee will only be entitled to compensation for one meal.

12.02 Time spent outside or beyond the normal or altered hours of work as a result of bids or Interviews shall not be considered overtime work and shall be non-paid time. However, when extended travel as a result of bids or Interviews is involved, and when scheduling permits, all or part of travel time will be allowed during the normal day.

12.03 Compensation for accommodation, mileage and meals while in accommodation will be paid in accordance with Corporate policies on travel and accommodations (as they may be amended from time to time). If there is any conflict between a policy and this Agreement, the terms of the Agreement will apply.

ARTICLE XIII

SICK AND OTHER LEAVES

Short Term Sick Leave

13.01 Purpose

The provision of short term sick leave is for the sole purpose of ensuring the employee of continuing income during periods of their bona fide sickness.

13.02 Medical and Dental Appointments

Employees shall make every effort to schedule medical and dental appointments outside working hours. Where this is not possible, appointments shall be made so as to minimize absence from work and disruption of the work day and the employee must notify their supervisor of such appointment at the earliest opportunity.

All absences from work due to medical and dental appointments shall be recorded on a separate time code. It is understood, however, that all such absences shall be included for the purpose of reviewing an employee's record of absenteeism.

13.03 Sick Pay Credits

Sick pay credits shall be as follows:

<u>Length of Service</u>	<u>Sick Leave Credit</u>
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
5 years but less than 7 years	100% of income for 8 weeks 66-2/3% of Income for 7 weeks
7 years but less than 9 years	100% of Income for 10 weeks 66-2/3% of income for 5 weeks
9 years but less than 10 years	100% of income for 12 weeks 66-2/3% of Income for 3 weeks
10 years and over	100% of income for 15 weeks

13.04 Requirements to Qualify

13.04 a) To qualify for paid Short Term Sick Leave an employee must:

- i) make every effort to ensure that their supervisor is notified at the commencement of illness. The employee shall, if possible, indicate the nature of such illness, the anticipated duration of their absence and any limitations imposed by such illness:

- ii) when the supervisor requests it and if the absence for sickness exceeds two (2) days, submit a doctor's certificate to support such absence. The certificate must be submitted within seven (7) days of the commencement of absence.

- iii) when the absence for sickness exceeds five (5) days, submit a report from the doctor (see example attached as Appendix "F") identifying limitations, anticipated duration of absence and availability for alternative work. The requirement to provide this information may be waived by the employee's supervisor;

13.04 b) When a review reveals abnormal use of Short Term Sick Leave and/or medical/dental appointments and/or a pattern of absences, the employee may be required to undergo a medical examination and provide the Corporation with information concerning their ability to attend work on a regular basis and any limitations which may prevent them from fulfilling their work requirements.

13.04 a) When the Corporation requires an employee to authorize a medical release form, it will reimburse the medical doctor's fee related to the procurement of such document.

13.05 Long Term Disability

Long Term Disability shall be in accordance with the "Long Term Income Continuance" plan in effect throughout the Corporation.

Notwithstanding the above, if a dramatic increase in rates takes place discussions will be held with the various groups relative to terminating the plan.

The Corporation will maintain Medical, Dental, and Group Life Insurance coverage for employees who are on Long Term Disability and superannuation payments will be made, where applicable, by the Insurance Company and the Corporation.

The Corporation agrees to deduct the premiums and remit them to the Insurer. Any dispute relating to an employee's eligibility for such benefits, the quantum of such benefits, or any other matter relating to the administration of the policy will not be the proper subject matter for a grievance or adjudication under this collective agreement, but will be a matter strictly between the employee, the union and the insurance carrier.

13.06 Death Leave

13.06 a) Employees shall be granted a leave of absence of seven (7) consecutive days, including the day of the funeral (non-working days included), with no loss of pay owing to the death of a Spouse, Son or Daughter.

13.06 b) Employees shall be granted a leave of absence of five (5) consecutive days including the day of the funeral (non-working days Included) with no loss of pay owing to the death of a parent.

13.06 c) Employees shall be granted a leave of absence of three (3) consecutive days including the day of the funeral (non-working days Included) with no loss of pay owing to the death of a Brother, Sister, Grandchild, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law or a relative living in the household of the employee.

13.06 d) Owing to location, additional time not exceeding three days may be granted at the discretion of the Corporation. A further one day leave with no loss of pay will be granted for the delayed interment of the above relatives.

13.06 e) One day's leave with no loss in pay will be granted for the workday on which an employee attends the funeral of the employee's Grandfather or Grandmother. If, due to location, time in excess of one day is required, up to two days additional leave with no loss in pay will be granted.

13.06 f) Subject to operating requirements, an employee may take unpaid time off to attend the funeral of a friend not Included In this Article.

13.06 g) In accordance with the Employment Standards Act, an employer shall grant to an employee a leave of absence without pay of up to five consecutive calendar days on the death of a person in a close family relationship with the employee to be taken during the period of bereavement and is to begin not later than the day of the funeral. This unpaid leave is not in addition to the entitlements outlined above, but may be used to supplement leaves of less than five days with unpaid leave, up to a total of five days.

13.07 Maternity Leave

13.07 a) General

Subject to the terms and conditions below, maternity leave shall be granted to female employees to permit adequate prenatal care and recovery after childbirth.

13.07 b) Requirements to Qualify

To qualify for Maternity Leave, an employee must:

- i) notify her supervisor of the pregnancy three months before the anticipated date of delivery
- ii) give two weeks' notice prior to the commencement of the leave.

13.07 c)

Maternity leave is for a term of up to seventeen weeks. The first two weeks may be charged as sick leave, with appropriate pay and the remaining leave shall be non-paid time. However, if the employee elects to participate in the Supplementary Unemployment Benefit (SUB) Plan she will not be entitled to this benefit and will be paid in accordance with the Employment Insurance Act and the SUB Plan.

Leave may commence at the end of the seventh month of pregnancy.

13.07 d) Benefits During Leave

Medical, Dental, Group Life and LTD premiums will be paid by the Corporation on behalf of the employee during the period of non-paid maternity leave. These premiums will be reimbursed to the Corporation by the employee when they return to work. Or, employees may elect to pay regular premiums by monthly cheque to the Payroll Department while on leave.

Note: Provincial Public Service Superannuation benefits are not automatically deducted. However, employees may elect to pay into the Plan while they are on leave by making monthly payments to the Payroll Department or may purchase the benefits to cover the leave of absence when they return to work.

Employees do not accumulate vacation credits while on leave, but continue to accumulate seniority and service time.

13.07 e) Supplementary Unemployment Benefit (SUB) Plan ;

An employee going on maternity or adoption leave may elect to participate in the plan upon the terms and conditions of the plan as approved. See Appendix "B" for terms and conditions of the plan. SUB plan benefits will be paid for up to 15 weeks for maternity leave and up to 10 weeks for adoption leave.

All normal payroll deductions including Superannuation, Canada Pension Plan and Employment Insurance premiums are taken from the SUB Plan benefits.

13.07 f) Return to Duty

Three weeks prior to the scheduled return to work date, the employee will notify her supervisor of her intention regarding return to work.

On return to work, employees are placed in their former position or a comparable position within the same general work location, with no less than the same basic wages and benefits.

13.07 g) Failure to Return to Work

If the employee does not return to work within the specified time limit of leave, employment is considered terminated.

In such cases, any benefit premiums paid during leave must be repaid to the Corporation.

13.08 Parental and Adoption Leave

13.08 a) General

Unpaid leave of absence, up to a maximum of thirty-seven (37) weeks available to either parent upon the birth of a child or adoption of a preschool child. All benefits of maternity leave contained in this Agreement apply to parental and adoption leave, with the following exceptions:

- i) for adoption leave, the employee will be eligible for top-up under the Supplementary Unemployment Benefits (SUE) plan for a maximum of ten (10) weeks in accordance with the terms of the plan.

- ii) for parental leave the employee will not be eligible for the following: the first two weeks are not paid as short term sick leave and the employee is not eligible to participate in the SUB Plan.

13.08 b) Requirements to Qualify

To qualify for parental and adoption leave, an employee must:

- i) give four weeks' written notice to their supervisor of the commencement date and length of the leave
- ii) provide the supervisor with a certificate from a medical practitioner specifying the date of delivery of the child or proof of adoption.

13.08 c) Term of leave

Leave must begin no earlier than the birth or adoption of the child and end no later than fifty-two (52) weeks following the birth or adoption of the child.

Employees taking maternity leave of absence and requesting parental leave, must commence the parental leave immediately on the expiration of the maternity leave, unless the Corporation and employee agree otherwise.

13.09 Paternity Leave

One day leave of absence with pay will be granted to male employees on the occasion of the birth or adoption of their child.

13.10 Jury/Witness Duty

Where an employee is absent by reason of a summons to serve as a juror or a subpoena as a witness in a criminal matter, the employee may treat the absence as paid leave.

13.11 Leave for Family Related Responsibilities

13.11 a) The Corporation shall, upon the request of an employee:

- i) grant the employee leaves of absence without pay of up to three days during a twelve calendar month period to meet responsibilities related to the health, care or education of a person in a close family relationship with the employee.
- ii) an employee intending to take such a leave of absence shall advise the Corporation of the employee's intentions to take the leave, the anticipated commencement date of the leave and, subject to sub section (i), the anticipated duration of the leave.

13.11 b) Administrative Support Employees

in addition to the benefits provided in a) above, the Corporation shall grant paid leave for employees in administrative support (ASR) positions for absences related to the needs of dependent children who require adult care. This leave may also be used for spouses and dependent parents who require assistance for medical purposes. Leave shall be granted under the following circumstances:

- i) Employees are entitled to a maximum of 8 hours paid leave in any calendar year.

- ii) A single parent living alone in a household and with sole responsibility for their dependent children are entitled to an additional 4 hours, for a total of 12 hours, paid leave in any calendar year.
- iii) Employees who do not utilize the 8 hours paid leave in a calendar year will be entitled to the remaining balance the following year in addition to the yearly entitlement of 8 or 12 hours paid leave. The maximum carryover of entitlement from one year to the other is 8 hours paid leave.
- iv) Leave may be taken on an hourly basis with the minimum duration being one half hour.
- v) Except where it is impossible to provide such notice, an employee must give at least twenty-four (24) hours' notice when requesting leave.
- vi) This leave shall be charged to a separate account.

ARTICLE XIV

EMPLOYEE BENEFITS

14.01 Enerflex Program

ENERflex is a flexible benefits program that includes a compulsory core level of benefits coverage for employees. The cost sharing arrangement for the ENERflex benefits program is 60% employer and 40% employee, and is based on the claims experience of the following benefit plans: Basic Life, Basic AD&D, Medical, Dental and Long Term Disability. Employees may purchase additional coverage for other optional benefits in accordance with the terms of the ENERflex program.

14.02 Injured on Duty

14.02 a) After the three day waiting period (without pay) set out in the legislation, an employee receiving compensation benefits under the Worker's Compensation Act for injury on the Job shall receive the difference between the total amount that is received from the Workplace Health, Safety and Compensation Commission and any other pension or compensation related to the injury, and eighty-five percent of the worker's pre-accident net earnings as calculated by the Workplace Health, Safety and Compensation Commission, for new injuries or recurrence of injuries.

14.02 b) An employee injured on the Job shall receive the difference between their regular pay and the total amount that is received from any other pension or compensation related to the injury, for a period of up to three working days, prior to the three day waiting

period (without pay) set out in the legislation. However, in accordance with the legislation, the three day waiting period is waived by the Workplace Health, Safety and Compensation Commission if the employee is admitted to hospital as an In-patient at time of Injury or recurrence of injury. The three day waiting period is also not required if the employee is disabled for more than 20 working days. If an employee returns to work and has a recurrence within 20 working days, there will not be a second three day wait required.

14.02 c) These benefits do not apply to permanent, total or partial disability. In the case of temporary employees, the Corporation's contribution will only continue for the period of intended employment and in no case longer than one month. 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

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

14.04 Retirement Allowance :

14.04 a) When an employee having continuous service of five years or more retires due to disability or age, the Corporation shall pay such an employee a retirement allowance equal to five day's pay for each full year of service but not exceeding six month's pay, which shall be paid in a lump sum upon retirement at the employee's regular rate of pay.

14.04 b) Following the death of an employee who had continuous service of five years or more, the employee's estate will be paid a death benefit equal to the retirement allowance noted above.

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

Where the Corporation requires an employee to maintain a trade, technical or professional certification, the Corporation will reimburse the employee for any such renewal fees. The Corporation will also reimburse Operators for the renewal of their Stationary Engineer Licenses. Where the Corporation 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.

ARTICLE XV

HOLIDAYS

15.01 Paid holidays shall be as follows: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, New Brunswick Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, or days that are celebrated as such: also any other day proclaimed by an appropriate Federal or Provincial Government authority.

15.02 Statutory Holidays shall be paid for the day on which they are celebrated with the exception that employees on shift who work Christmas day as pari of their regular shift cycle shall receive extra pay at straight time rates for ail hours worked within the 24 hours of December 25th.

ARTICLE XVI

VACATION

16.01 a) Entitlement for Employees Working a 40 Hour Work Week

Employees shall receive 80 hours of annual vacation with pay after 1 year of continuous service and 120 hours of annual vacation with pay after 2 years of continuous service.

All employees shall receive 160 hours annual vacation with pay after eight (8) years of continuous service.

All employees shall receive 200 hours annual vacation with pay after twenty (20) years of continuous service.

16.01 b) Vacation entitlement for the calendar year in which an employee's entitlement reaches one hundred and twenty (120) hours shall be calculated by crediting the employee with 6.6 hours per month for that part of tile year before the one hundred and twenty (120) hours entitlement was realized, and 10 hours per month for the remainder of the year. Vacation entitlement for the year in which an employee's service exceeds eight (8) years shall be calculated in a similar fashion

using credits at the rate of 10 and 13.3 hours per month respectively, and vacation entitlement for the year in which an employee's service exceeds twenty (20) years shall be calculated in a similar fashion using credits at the rate of 13.3 and 16.6 hours per month respectively.

16.01 c) Entitlement for Employees Working a 36¼ Hour Week

The entitlements provided in section 16.01 a) will be adjusted proportionally for employees normally scheduled to work a 36¼ hour work week:

<u>40 hour work week</u>	<u>36¼ hour work week</u>
80 hours	72½ hours
120 hours	108¾ hours
160 hours	145 hours
200 hours	181¼ hours

16.01 d) Vacation credits for an employee normally scheduled to work a 36¼ hour work week will be calculated in the same fashion as in section 16.01 b) but will be proportionally adjusted as follows:

<u>40 hour work week</u>	<u>36¼ hour work week</u>
6.6 hours	6.0 hours per month
10.0 hours	9.1 hours per month
13.3 hours	12.0 hours per month
16.6 hours	15.1 hours per month

16.02 Vacation Carryover

As per Corporation Policy. However, when an employee is not able to use carried over vacation credits by the deadline established in the policy, the Corporation will reimburse the employee, at straight time rates for up to 40 hours of unused vacation credits.

16.03 Vacation Supplement

In the year when an employee reaches 25 years of service, they will be entitled to one additional week of vacation for that year. The week is defined as 36¼ hours or 40 hours according to the normal work week of the employee.

ARTICLE XVII

SERVICE AND SENIORITY

17.01 a) Service

Length of continuous employment by the Corporation shall be known as service.

17.01 b) Seniority

Length of continuous employment in a classification shall be known as seniority. When a tradesperson becomes certified in a trade, the minimum time served in NE Power's apprenticeship program will be included in calculating the employee's seniority.

For the purposes of calculation, effective the date this collective agreement is executed, "continuous employment in a classification" for employees who were formerly in Local 37's Technical or Operational Non-Supervisory groups, will include all continuous time in the employee's family of classifications as defined under those prior collective agreements.

17.01 c) Records

Length of service and seniority shall be according to the records of the Corporation.

17.02 Retention of Bargaining Unit Seniority

17.02 a) Employees who transfer out of the Generation bargaining unit to another position with NE Power, in a bargaining unit represented by the I.B.E.W., shall recover such seniority if they return to the same classification in the Generation Conventional bargaining unit.

17.02 b) An employee who has transferred out of the bargaining unit and, within six months, is returned to the bargaining unit to their former classification, shall not lose any seniority within that classification.

17.03 Layoff of Regular Employees

17.03 a) Job Security

Regular Employees who were employed in the Generation Conventional bargaining unit on April 1, 2001 will not be permanently laid off except for the closure or sale of a plant or plants. This protection against permanent layoff does not restrict the Corporation from

managing **its** workforce in any way, including re-assignment to another position or **classification** in the Business Unit or Corporation. This protection will not apply to **temporary** or casual employees or to any employee hired after **April 1, 2001**.

17.03 b) Layoff Procedure

When the Corporation **lays off** regular employees, the following rules shall apply:

i) the employee with the least seniority in a classification at a location shall be given notice of lay off. If the employee does not **wish** to relocate, they may displace the most junior employee in a non-trades position in **their** location or Region, if that employee has less **service** than the employee given notice of lay off;

ii) an employee who has been given notice of lay-off in accordance with section (i) may displace the most junior employee in their classification within their Region, if that employee has less seniority in the **classification**;

iii) **where** there are no employees in the classification in the Region who have less **seniority** than the employee who has received notice of lay-off in accordance with section (i), the employee may **displace** the most junior employee in their classification within the bargaining unit, if that employee has less seniority in the classification;

iv) in those **classifications** where a specific trade or technical certification is required, the employee seeking to displace a Junior employee must possess such **certification** in order to exercise the entitlements under this article of the agreement;

v) in any twelve month period, no more than 1 in 5 employees in a classification at a location may be displaced;

vi) an employee who is displaced as a result of the operation of sections (i) or (ii) may take advantage of the subsequent provisions of this article:

vii) an employee who moves into a position as a result of the operation of sections (i), (ii) or (iii) will be allowed a trial period of six months to demonstrate that they are able to perform the functions of the position and if they are not able to do so, they will be laid off and will not be able to take any further advantage of the provisions of this article of the Agreement;

viii) an employee who is displaced as a result of the operation of section (iii) will be laid off and will not be able to take advantage of the provisions of this article of the Agreement:

ix) employees who are displaced from their positions as a result of another employee exercising their rights under this article, will not be entitled to notice of lay-off;

x) employees exercising their rights under this article to displace a junior employee will have their rate of pay immediately adjusted to the rate of pay which applies to the classification if it has a lower maximum salary than their classification:

xi) no relocation costs will be paid for employees exercising their rights under this article of the Agreement:

xii) for the purposes of this article of the Agreement, the applicable Regions are: Hydro, Northern, Southern and Head Office.

17.04

When the Corporation is hiring employees for the Generation Conventional bargaining unit, preference shall be given to former bargaining unit employees according to previous length of service providing:

- i) such employees have had six (6) months previous service in the work headquarters and did not resign or were not discharged for cause;
- ii) less than twelve (12) months have elapsed since the end of the service referred to in (i) above;
- iii) such employees have notified the Corporation in writing of their desire to be recalled and have kept the Corporation informed of any change of address;
- iv) such employees have the necessary qualifications.

17.05 Temporary Employees

17.05 a) Temporary employees will have no seniority rights outside their plant, region or immediate work area.

17.05 b) Temporary employees who complete their terms of employment and are subsequently rehired within twelve months of the end of their prior employment will have their records of length of seniority and service adjusted to reflect the actual time spent in the Corporation's employment.

17.06 Notice

17.06 a) Regular employees shall be given a minimum of sixty (60) days notice of lay-off or, at the discretion of tile Corporation, pay in lieu of such notice.

17.06 b) Temporary employees who are employed for a fixed term of employment with no provision for early termination of the term of employment will be considered "laid off" for the purposes of this section of the agreement if they are released before their termination date. They shall be given a minimum of three (3) weeks notice of lay-off or, at the discretion of the Corporation, pay in lieu of such notice.

17.06 c) When notice of lay off has been given and the lay off is deferred by three (3) months or less, the first notice shall suffice and further notice is not required.

17.07 Severance Benefits

When a regular employee is laid off, they shall be entitled to a severance payment equal to 2.5 weeks pay per year of service to a maximum of twenty years of service (i.e., a maximum of 50 weeks of pay).

The severance benefit will be paid out to an individual when they have exhausted their entitlements to the provisions of Article 17.04 of the Collective Agreement, after twelve (12) months have elapsed since their date of layoff and they have not been rehired by the Corporation or refused an offer of employment from the Corporation.

17.08 Job Bids

17.08 a) The Corporation retains its right to fill positions by appointment. However, when a regular position in a classification coming within the scope of this Agreement is opened for competition as an internal job bid, the following rules will apply:

- i) The bid will be posted and will remain open for a **minimum** of fifteen (15) days and will indicate:
 - job classification
 - qualifications required
 - location
 - whether the bid will be used to fill more than one position
 - whether the bid will be used to fill future opportunities and, if so, the period of time for which the bid will be valid

- ii) A copy of the bid will be sent to the Business Manager of the Union.

17.08 b) Selection of applicants for appointment to classifications falling within the scope of this Agreement shall be based on ability and qualifications. When ability and qualifications are equal, seniority shall govern. When ability and qualifications are equal and seniority is identical, service will be **the** deciding factor.

17.08 c) Relocation costs, if applicable, will be in accordance with Corporate policy. Employees who are bidding for location where no promotion results will be required to pay the costs of relocation.

17.08 d) When the selection is made, those applicants not selected will be so advised. The names of both the successful and unsuccessful applicants will be supplied to the Business Manager.

17.08 e) Employees who wish to be considered for acting assignments, temporary assignments or other opportunities that may be filled by the appointment process should indicate their interest to the Employment Office of the Corporation and to their local management.

ARTICLE XVIII

SAFETY

18.01 Employees will comply with the provisions of the Occupational Health and Safety Act, Regulations and with all Corporate Safety Policies and Procedures. Regulations concerning working alone or refusal to perform unsafe work are established under the Act and/or Policies.

18.02 Joint Health & Safety Committees

As per sections 14-18 inclusive of the Occupational Health & Safety Act (Chapter O-0.2) all NB Power work locations with 20 or more regular employees shall have a Joint Health & Safety Committee and all work locations with less than 20 regular employees shall have a safety representative.

18.03 Clothing

18.03 a) Work gloves and one-fingered mitts will be issued to employees who work outside on a continuing basis. They may be replaced on an exchange basis.

18.03 b) The Corporation shall provide, once yearly, one pair of bib overalls or coveralls, as well as an initial issue of lined coveralls, to employees who have an on-going need for such clothing. Where coveralls or overalls are destroyed on the job as a result of work, the employee shall turn in the old pair and the supervisor will arrange for a replacement.

18.03 c) All employees who are required by Legislation or NB Power Safety Rules to wear safety footwear on a regular basis shall receive an annual footwear allowance of \$100.00. This allowance shall be payable on or about June 1st of each year and only those employees who are on the NB Power payroll on June 1st shall be eligible for the allowance. Employees who require safety footwear but do not wear such footwear on a regular basis, will be entitled to the footwear allowance once every three years.

18.04 Emergency Response Team

The Corporation may create an Emergency Response Team (ERT) at any of its stations. If an ERT is created:

- 1) the Corporation will determine the level of response required, the number of people that may participate and the training required.

- ii) qualified participants will receive a lump sum payment of \$500.00 per year on qualification and each subsequent year that the Corporation requires an ERT and the employee remains qualified. Employees who accept the ERT bonus will attend all required training.
- iii) training requirements may vary according to location, however the minimum requirements for participants to qualify for payment is successful completion of firefighter and advanced first aid training.

ARTICLE XIX

ADMINISTRATION OF THE COLLECTIVE AGREEMENT

19.01 Pay Periods and Dues Check-Off

19.01 a) Employees will be paid at the appropriate hourly rate on a bi-weekly presented payroll basis. Deductions for Federal Government, Provincial Superannuation, Benefits deductions and Union Dues will be made against all pay periods. All other deductions (i.e., Canada Savings Bonds, charitable donations, employee purchase or computer loans, etc.) will be made on the basis of 24 consecutive pay periods per year. Both parties recognize that some shift workers work a closed shift cycle with the result that actual hours worked per pay period may fluctuate. Consequently balancing of payment for hours worked must take place to maintain the operation of the presented payroll system.

19.01 b) The Corporation shall deduct from the bi-weekly wages of each employee who qualifies for such deduction, an amount equivalent to bi-weekly Union dues. Employees appointed to Appendix "A" classifications qualify for deductions:

- i) in the case of Probationary or Regular employees, in the first full pay period following employment.
- ii) In the case of Temporary employees, in the first full pay period following six (6) months continuous employment.

Deductions begun in accordance with this section shall continue while the employee is employed in a classification listed in Appendix "A".

19.01 c) The Union shall notify the Corporation in writing of the amount currently specified in its By-Laws for dues and the name of the person designated to receive monies deducted.

19.01 d) The Corporation will collect dues and remit same within ten (10) working days of the pay date for each period and supply a list of names of the employees involved. Such list will identify employees for whom deductions have:

- i) ceased because of participation in maternity or adoption leave, long term disability, transfer from the bargaining unit or termination: or,
- ii) begun because of return from maternity or adoption leave, long term disability, transfer into the bargaining unit, or new employment.

19.01 e) The Union agrees to indemnify and save the Corporation harmless from any liability or action arising out of the operation of this Article.

19.02 Direct Bank Deposit

All employees shall, as a condition of employment, go on the Direct Bank Deposit System.

19.03 Registered Retirement Savings Plan

Employees may elect to contribute by means of payroll deduction to a Registered Retirement Savings Plan Included in the payroll system by the Corporation. Subject to the provisions of Article 10.07 respecting overtime earnings, these contributions will be deducted from all pay periods until the employee notifies the Payroll Department in writing that such deductions should cease.

19.04 Venture Capital

Employees may elect to contribute by means of payroll deduction to the C.F. of L. "Working Ventures" Fund. These contributions will be deducted from all pay periods until the employee notifies the Payroll Department in writing that such deductions should cease.

19.05 Job Sharing Program

All employees are eligible to apply for job sharing. Participation shall be subject to the terms and conditions of the Program as set out in Appendix "D".

ARTICLE XX

GRIEVANCE PROCEDURE

20.01 Where an employee alleges that the Corporation has violated any provision of this Agreement, the following procedure shall apply:

20.01 a) Step One: Within five working days after the alleged grievance has arisen, the employee may:

- i) present the grievance In writing on the form approved by the Labour and Employment Board to the person designated by the Corporation as the first level in the grievance procedure. If the employee receives no reply or does not receive satisfactory settlement within five working days from the date on which the grievance was presented to the person designated as the first level in the grievance procedure, the employee may proceed to Step Two, or
- ii) alternatively, the employee may present the grievance verbally to the person designated as the first level in the grievance procedure. If the employee receives no reply or does not receive satisfactory settlement within two working days from the 'date on which the grievance was discussed with the person designated as the first level in the grievance procedure, the employee may proceed to Step Two.

20.01 b) Step Two: Within five working days from the expiration of either the five or two day period referred to in Step One, the employee may present the grievance in writing either by personal service or by mailing it by registered mail to the person designated by the Corporation as the second level in the grievance procedure. Upon receipt of the second level grievance, that person shall contact the Labour Relations Department to make arrangements with the representative of the employee's Union for a second level meeting between the interested parties. The requirement for such a meeting may be waived by mutual agreement between the parties to the collective agreement. If the issue is not resolved at the meeting or the employee receives no reply within five (5) working days from the date on which the meeting took place, the employee may proceed to Step Three.

20.01 c) Step Three: Within five (5) working days from the expiration of the five day period referred to in Step Two, the employee may present the grievance in writing by mailing it by registered mail to the President of NB Power. Copies of correspondence and the grievances presented at Steps One and Two, and replies by persons designated by the Corporation under Steps One and Two should accompany the grievance when it is presented to the President. The President has designated the head of the Business Unit to respond to third level grievances which do not involve termination of employment. The President or delegate shall reply in writing to the employee within ten (10) working days from the date the grievance was presented. If the employee does not receive a reply or satisfactory settlement of their grievance from the President or delegate, the grievance may be referred to adjudication within three months from the expiration of the ten day time period referred to above. If the grievance is referred to adjudication, the parties to the collective agreement have one month to make arrangements for the adjudication unless this time limit is waived by mutual agreement.

20.02 Where the employee presents their grievance in person or in any case in which a hearing is held on a grievance at any level, the employee shall be accompanied by a representative of the Union.

20.03 a) in determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded. If advantage of the provisions of this Article has not been taken within the time limits specified herein, the alleged grievance shall be deemed to have been abandoned and cannot be reopened. When the employee or the person designated as a level in the grievance procedure are shift workers, the time limits will be measured in actual working days for the person required to take the action described in the grievance procedure.

20.03 b) Time limits specified in this Article may be extended by agreement between the parties in writing.

20.04 When seeking to enforce an obligation of this Agreement, the enforcement of which is not the subject of a grievance of an employee, the Union shall refer the matter in writing to the third level of grievance.

20.05 Notwithstanding the foregoing, when an employee's grievance relates to disciplinary action resulting in discharge, suspension, or financial penalty it may be referred directly to the second level within five (5) days after the alleged grievance has arisen.

20.06 Notwithstanding the foregoing, when more than one employee presents a grievance at the first step of the grievance procedure, alleging the same violation of any provision of the collective agreement, the Union may consolidate the grievance and refer the matter in writing to the second level of the grievance procedure as one grievance.

ARTICLE XXI

ADJUDICATION

21.01 The provisions of the Public Service Labour Relations Act and Regulations, including Article 92 of the Act, governing the adjudication of grievances shall apply to grievances lodged under the terms of this Agreement.

ARTICLE XXII

RULES, REGULATIONS, POLICIES AND PROCEDURES

22.01 a) Employees shall observe all Corporation rules, regulations, policies and procedures presently in force, or issued from time to time, and the Union agrees to support their observation provided that they do not contravene the provisions of this Agreement.

22.01 b) The Business Manager will be provided copies of newly issued and changes to existing Rules, Regulations, Policies and Procedures which affect members of the bargaining unit.

22.02 In conformity with the Human Rights Act, there shall be no discrimination against any employee or prospective employee because of race, color, religion, national origin, ancestry, place of origin, age, physical disability, mental disability, sexual orientation, marital status or sex.

22.03 The Union and the Corporation recognize the right of employees to work in an environment free from workplace harassment. All employees are directed to the existing Corporate policies related to workplace harassment.

ARTICLE XXIII

RETROACTIVITY

23.01 It is mutually understood and agreed that the provisions of the Collective Agreement being signed by the parties this day stating that the Agreement is to be in effect for the term January 1, 2001 to December 31, 2004, are intended to provide continuity in the relations between the parties and retroactive effect, for the period January 1, 2001, to the execution of this Agreement is to be given only where specified in the Agreement.

ARTICLE XXIV

DURATION

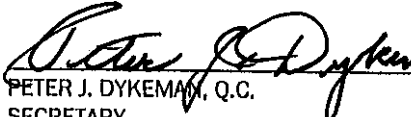
24.01 This Agreement shall be in effect for a term from January 1, 2001 to and including December 31, 2004 and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requires the other party to commence collective bargaining by written notice given within the period of two (2) months before the Agreement ceases to operate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 20th day of September, 2001.

NEW BRUNSWICK POWER CORPORATION

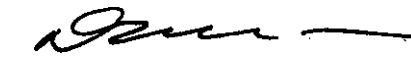


JAMES F. HANKINSON
PRESIDENT & CHIEF EXECUTIVE OFFICER

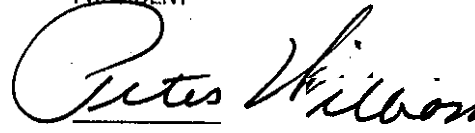


PETER J. DYKEMAN, Q.C.
SECRETARY

LOCAL 37, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS A.F. OF L.-C.I.O., C.L.C.



DAN MCCASKILL
PRESIDENT



PETER WILLIAMS
RECORDING SECRETARY



JOHN E. SOLE
BUSINESS MANAGER

Appendix "A"

			A	B	C	D	E
Shift Supervisor	Old		26.03	27.66	29.29	30.92	32.55
	01-Jan-01	Gen Inc	26.56	28.22	29.88	31.54	33.20
	28-Sep-01	Flexibility	26.98	28.66	30.34	32.02	33.70
	01-Jan-02	Gen Inc	27.49	29.21	30.93	32.65	34.37
	01-Apr-02	Flexibility	28.08	29.84	31.60	33.36	35.12
	01-Jan-03	Gen Inc	28.66	30.45	32.24	34.03	35.82
	01-Apr-03	Flexibility	28.87	30.67	32.47	34.27	36.07
	01-Jan-04	Gen Inc	29.43	31.27	33.11	34.95	36.79
Shifts Supervisor. Hydro	Old		23.81	25.30	26.79	28.28	29.77
	01-Jan-01	Gen Inc	24.29	25.81	27.33	28.85	30.37
	28-Sep-01	Flexibility	24.71	26.25	27.79	29.33	30.87
	01-Jan-02	Gen Inc	25.21	26.78	28.35	29.92	31.49
	01-Apr-02	Flexibility	25.80	27.41	29.02	30.63	32.24
	01-Jan-03	Gen Inc	26.33	27.97	29.61	31.25	32.89
	01-Apr-03	Flexibility	26.50	28.16	29.82	31.48	33.14
	01-Jan-04	Gen Inc	27.04	28.73	30.42	32.11	33.80
L/H River Control Operator Senior Thermal Operators Senior Operator (L/H RCO and STO) Thermal Engineer	Old						25.97
	01-Jan-01	Gen Inc	21.19	22.52	23.84	25.17	26.49
	Old						25.75
	01-Jan-01	Gen Inc	21.02	22.33	23.64	24.96	26.27
	01-Apr-01	New Max	21.21	22.53	23.85	25.17	26.49
	28-Sep-01	Flexibility	21.59	22.94	24.29	25.64	26.99
	01-Jan-02	Gen Inc	22.01	23.39	24.77	26.15	27.53
	01-Apr-02	Flexibility	22.64	24.05	25.46	26.87	28.28
	01-Jan-03	Gen Inc	23.09	24.53	25.97	27.41	28.85
	01-Apr-03	Adjustment	23.81	25.08	26.55	28.02	29.49
	01-Apr-03	Flexibility	23.78	25.27	26.76	28.25	29.74
	01-Jan-04	Gen Inc	24.26	25.78	27.30	28.82	30.34
	Turbine Engineer River Control Operators Operator (Turbine Eng and Thermal Eng) (Merge RCO April 1, 2003)	Old					
01-Jan-01		Gen Inc	18.89	19.86	21.02	22.19	23.36
Old							22.24
01-Jan-01		Gen Inc	18.15	19.29	20.42	21.58	22.69
Old							24.05
01-Jan-01		Gen Inc	19.62	20.85	22.08	23.30	24.53
28-Sep-01		Flexibility	20.03	21.28	22.53	23.78	25.03
01-Jan-02		Gen Inc	20.41	21.69	22.97	24.25	25.53
01-Apr-02		Flexibility	21.04	22.35	23.66	24.97	26.28
01-Jan-03		Gen Inc	21.45	22.79	24.13	25.47	26.81
01-Apr-01		New Max	19.09	20.28	21.47	22.66	23.85
28-Sep-01		Flexibility	19.47	20.69	21.91	23.13	24.35
01-Jan-02		Gen Inc	19.88	21.12	22.36	23.60	24.84
01-Apr-02	Flexibility	20.47	21.75	23.03	24.31	25.59	
01-Jan-03	Gen Inc	20.90	22.20	23.50	24.80	26.10	
01-Apr-03	Adjustment	21.45	22.79	24.13	25.47	26.81	
01-Apr-03	Flexibility	21.88	23.01	24.38	25.71	27.06	
01-Jan-04	Gen Inc	22.08	23.46	24.84	26.22	27.60	

Appendix "A"

	A	B	C	D	E	
Technical Operator	01-Jan-01 Gen Inc	18.45	19.89	21.00	22.42	23.54
	01-Jan-01 Flexibility	19.59	20.82	22.05	23.28	24.51
	01-Jan-02 Gen Inc	20.00	21.25	22.50	23.75	25.00
	01-Apr-02 Flexibility	20.59	21.88	23.17	24.46	25.75
	01-Jan-03 Gen Inc	21.03	22.34	23.65	24.96	26.27
	01-Apr-03 Flexibility	21.20	22.53	23.86	25.19	26.52
	01-Jan-04 Gen Inc	21.55	23.00	24.35	25.70	27.05
Hydro Operators	01-Jan-01 Gen Inc	18.69	19.86	21.02	22.19	23.36
	01-Jan-01 Flexibility	19.10	20.29	21.48	22.67	23.86
	01-Jan-02 Gen Inc	19.46	20.68	21.90	23.12	24.34
	01-Jan-02 Flexibility	20.09	21.34	22.59	23.84	25.09
	01-Jan-03 Gen Inc	20.47	21.75	23.03	24.31	25.59
	01-Apr-03 Flexibility	20.88	21.97	23.26	24.55	25.84
	01-Jan-04 Gen Inc	21.08	22.40	23.72	25.04	26.36
Hydro Maintenance Supervisor	01-Jan-01 Gen Inc	26.03	27.66	29.29	30.92	32.55
	01-Jan-01 Flexibility	26.56	28.22	29.88	31.54	33.20
	01-Jan-02 Gen Inc	27.49	29.21	30.93	32.65	34.37
	01-Jan-02 Flexibility	28.08	29.84	31.60	33.36	35.12
	01-Jan-03 Gen Inc	28.66	30.45	32.24	34.03	35.82
	01-Apr-03 Flexibility	28.87	30.87	32.47	34.27	36.07
	01-Jan-04 Gen Inc	29.43	31.27	33.11	34.95	36.79
HVDC Supervisors	01-Jan-01 Gen Inc	23.81	25.30	26.79	28.28	29.77
	01-Jan-01 Flexibility	24.29	25.81	27.33	28.85	30.37
	01-Jan-02 Gen Inc	25.21	26.78	28.35	29.92	31.49
	01-Apr-02 Flexibility	25.80	27.41	29.02	30.63	32.24
	01-Jan-03 Gen Inc	26.33	27.97	29.61	31.25	32.89
	01-Apr-03 Flexibility	26.50	28.16	29.82	31.48	33.14
	01-Jan-04 Gen Inc	27.04	28.73	30.42	32.11	33.80
Supervisors	01-Jan-01 Gen Inc	23.81	25.30	26.79	28.28	29.77
	01-Jan-01 Flexibility	24.29	25.81	27.33	28.85	30.37
	01-Jan-02 Gen Inc	25.21	26.78	28.35	29.92	31.49
	01-Apr-02 Flexibility	25.80	27.41	29.02	30.63	32.24
	01-Jan-03 Gen Inc	26.33	27.97	29.61	31.25	32.89
	01-Apr-03 Flexibility	26.50	28.16	29.82	31.48	33.14
	01-Jan-04 Gen Inc	27.04	28.73	30.42	32.11	33.80
Mechanical Maintenance	01-Jan-01 Gen Inc	23.81	25.30	26.79	28.28	29.77
	01-Jan-01 Flexibility	24.29	25.81	27.33	28.85	30.37
	01-Jan-02 Gen Inc	25.21	26.78	28.35	29.92	31.49
	01-Apr-02 Flexibility	25.80	27.41	29.02	30.63	32.24
	01-Jan-03 Gen Inc	26.33	27.97	29.61	31.25	32.89
	01-Apr-03 Flexibility	26.50	28.16	29.82	31.48	33.14
	01-Jan-04 Gen Inc	27.04	28.73	30.42	32.11	33.80
Electrical Instrument and Controls	01-Jan-01 Gen Inc	23.81	25.30	26.79	28.28	29.77
	01-Jan-01 Flexibility	24.29	25.81	27.33	28.85	30.37
	01-Jan-02 Gen Inc	25.21	26.78	28.35	29.92	31.49
	01-Apr-02 Flexibility	25.80	27.41	29.02	30.63	32.24
	01-Jan-03 Gen Inc	26.33	27.97	29.61	31.25	32.89
	01-Apr-03 Flexibility	26.50	28.16	29.82	31.48	33.14
	01-Jan-04 Gen Inc	27.04	28.73	30.42	32.11	33.80
Chemical Control	01-Jan-01 Gen Inc	23.81	25.30	26.79	28.28	29.77
	01-Jan-01 Flexibility	24.29	25.81	27.33	28.85	30.37
	01-Jan-02 Gen Inc	25.21	26.78	28.35	29.92	31.49
	01-Apr-02 Flexibility	25.80	27.41	29.02	30.63	32.24
	01-Jan-03 Gen Inc	26.33	27.97	29.61	31.25	32.89
	01-Apr-03 Flexibility	26.50	28.16	29.82	31.48	33.14
	01-Jan-04 Gen Inc	27.04	28.73	30.42	32.11	33.80
Planning Supervisor	01-Jan-01 Gen Inc	23.81	25.30	26.79	28.28	29.77
	01-Jan-01 Flexibility	24.29	25.81	27.33	28.85	30.37
	01-Jan-02 Gen Inc	25.21	26.78	28.35	29.92	31.49
	01-Apr-02 Flexibility	25.80	27.41	29.02	30.63	32.24
	01-Jan-03 Gen Inc	26.33	27.97	29.61	31.25	32.89
	01-Apr-03 Flexibility	26.50	28.16	29.82	31.48	33.14
	01-Jan-04 Gen Inc	27.04	28.73	30.42	32.11	33.80

Appendix "A"

		A	B	C	D	E
Stores Supervisor	Old	21.87	23.24	24.60	25.97	27.34
	01-Jan-01 Gen Inc	22.30	23.70	25.10	26.49	27.89
	28-Sep-01 Flexibility	22.71	24.13	25.55	26.97	28.39
	01-Jan-02 Gen Inc	23.16	24.61	26.06	27.51	28.96
	01-Apr-02 Flexibility	23.75	25.24	26.73	28.22	29.71
	01-Jan-03 Gen Inc	24.26	25.77	27.28	28.79	30.30
	01-Apr-03 Flexibility	24.43	25.96	27.49	29.02	30.55
	01-Jan-04 Gen Inc	24.92	26.48	28.04	29.60	31.16
	General Maintenance Supervisor	Old	20.18	21.44	22.70	23.97
01-Jan-01 Gen Inc	20.58	21.87	23.16	24.45	25.73	
28-Sep-01 Flexibility	20.99	22.30	23.61	24.92	26.23	
01-Jan-02 Gen Inc	21.40	22.74	24.08	25.42	26.76	
01-Apr-02 Flexibility	21.99	23.37	24.75	26.13	27.51	
01-Jan-03 Gen Inc	22.46	23.86	25.26	26.66	28.06	
01-Apr-03 Flexibility	22.63	24.05	25.47	26.89	28.31	
01-Jan-04 Gen Inc	23.12	24.56	26.00	27.44	28.88	
Materials Handling Foreman (Formerly Coal Foreman)	Old	17.43	18.52	19.61	20.71	21.80
	01-Jan-01 Gen Inc	17.78	18.89	20.01	21.12	22.23
	01-Apr-01 New Max					25.73
	28-Sep-01 Flexibility	20.99	22.30	23.61	24.92	26.23
	01-Jan-02 Gen Inc	21.40	22.74	24.08	25.42	26.76
	01-Apr-02 Flexibility	21.99	23.37	24.75	26.13	27.51
	01-Jan-03 Gen Inc	22.46	23.86	25.26	26.66	28.06
	01-Apr-03 Flexibility	22.63	24.05	25.47	26.89	28.31
	01-Jan-04 Gen Inc	23.12	24.56	26.00	27.44	28.88
Senior Technicians	2000	21.38	23.00	24.70	25.94	27.29
	01-Jan-01 Gen Inc	21.81	23.46	25.19	26.46	27.84
	28-Sep-01 Flexibility	22.66	24.08	25.50	26.92	28.34
	Oldan-02 Gen Inc	23.11	24.56	26.01	27.46	28.91
	01-Apr-02 Flexibility	23.74	25.22	26.70	28.18	29.66
	01-Jan-03 Gen Inc	24.21	25.72	27.23	28.74	30.25
	01-Apr-03 Flexibility	24.42	25.94	27.48	28.98	30.50
	01-Jan-04 Gen Inc	24.87	26.43	27.99	29.55	31.11
	Tech I	Old	14.46	16.13	18.00	20.09
01-Jan-01 Gen Inc		14.75	16.45	18.36	20.49	22.87
28-Sep-01 Flexibility		18.69	19.86	21.03	22.20	23.37
01-Jan-02 Gen Inc		19.08	20.27	21.46	22.65	23.84
01-Apr-02 Flexibility		19.67	20.90	22.13	23.36	24.59
01-Jan-03 Gen Inc		20.08	21.33	22.58	23.83	25.08
01-Apr-03 Flexibility		20.25	21.52	22.79	24.06	25.33
01-Jan-04 Gen Inc		20.68	21.97	23.26	24.55	25.84
Tech II		Old	19.40	21.38	22.42	23.54
	01-Jan-01 Gen Inc	19.79	21.81	22.87	24.01	25.19
	28-Sep-01 Flexibility	20.57	21.85	23.13	24.41	25.69
	01-Jan-02 Gen Inc	20.96	22.27	23.58	24.89	26.20
	01-Apr-02 Flexibility	21.55	22.90	24.25	25.60	26.95
	01-Jan-03 Gen Inc	22.01	23.38	24.75	26.12	27.49
	01-Apr-03 Flexibility	22.18	23.57	24.96	26.35	27.74
	01-Jan-04 Gen Inc	22.66	24.07	25.48	26.89	28.30

Appendix "A"

			A	B	C	D	E
Planner	Old		19.40	21.38	22.42	23.54	24.70
	01-Jan-01	Gen Inc	19.79	21.81	22.87	24.01	25.19
	28-Sep-01	Flexibility	20.57	21.85	23.13	24.41	25.69
	01-Jan-02	Gen Inc	20.96	22.27	23.58	24.89	26.20
	01-Apr-02	Flexibility	21.55	22.90	24.25	25.60	26.95
	01-Jan-03	Gen Inc	22.01	23.38	24.75	26.12	27.49
	01-APT-03	Flexibility	22.18	23.57	24.96	26.35	27.74
	01-Jan-04	Gen Inc	22.66	24.07	25.48	26.89	28.30
Senior Maintenance Tradesworker	Old						
	01-Jan-01	Gen Inc					
	20-Sep01	New Max	19.36	20.57	21.78	22.99	24.20
	28-Sep-01	Flexibility	19.78	21.01	22.24	23.47	24.70
	01-Jan-02	Gen Inc	20.15	21.41	22.67	23.93	25.19
	01-Apr-02	Flexibility	20.74	22.04	23.34	24.64	25.94
	01-Jan-03	Gen Inc	21.18	22.50	23.82	25.14	26.46
	01-Apr-03	Adjustment	22.07	23.45	24.83	26.21	27.59
	01-Apr-03	Flexibility	22.28	23.67	25.06	26.45	27.84
	01-Jan-04	Gen Inc	22.72	24.14	25.56	26.98	28.40
	Maintenance Planner	Old					
01-Jan-01		Gen Inc	18.39	19.54	20.69	21.84	22.99
28-Sep01		Flexibility	18.81	19.98	21.15	22.32	23.49
01-Jan-02		Frozen	18.81	19.98	21.15	22.32	23.49
Filter Welder	Old						22.50
	01-Jan-01	Gen Inc	18.36	19.51	20.66	21.80	22.95
	28-Sep01	Flexibility	18.77	19.94	21.11	22.28	23.45
	01-Jan-02	Frozen	18.77	19.94	21.11	22.28	23.45
Filters	Old						20.89
	01-Jan-01	Gen Inc	17.05	18.11	19.18	20.24	21.31
Welders	Old						20.89
	01-Jan-01	Gen Inc	17.05	18.11	19.18	20.24	21.31
Electricians	Old						20.89
	01-Jan-01	Gen Inc	17.05	18.11	19.18	20.24	21.31
Maintenance Tradesworker (Inc; Fillers, Welders, Electricians)	01-Apr-01	New Max	17.60	18.70	19.80	20.90	22.00
	28-Sep01	Flexibility	18.02	19.14	20.26	21.38	22.50
Merge Maintenance Planner and Filter-Welder Classifications on September 28, 2001 Freeze until April 1, 2002	01-Jan-02	Gen Inc	18.35	19.50	20.65	21.80	22.95
	01-Apr-02	Flexibility	18.98	20.16	21.34	22.52	23.70
	01-Jan-03	Gen Inc	19.33	20.54	21.75	22.96	24.17
	01-Apr-03	Adjustment	20.08	21.33	22.58	23.83	25.08
	01-Apr-03	Flexibility	20.25	21.52	22.79	24.06	25.33
	01-Jan-04	Gen Inc	20.68	21.97	23.26	24.55	25.84

Tech 1
Rate

Appendix " A

			A	B	C	D	E
Utility Tradesworker	Old						20.89
	01-Jan-01	Gen Inc	17.05	18.11	19.18	20.24	21.31
	28-Sep-01	Flexibility	17.45	18.54	19.63	20.72	21.81
	01-Jan-02	Gen Inc	17.81	18.92	20.03	21.14	22.25
	01-Apr-02	Flexibility	18.40	19.55	20.70	21.85	23.00
	01-Jan-03	Gen Inc	18.78	19.95	21.12	22.29	23.46
	01-Apr-03	Flexibility	18.95	20.14	21.33	22.52	23.71
	01-Jan-04	Gen Inc	19.34	20.55	21.76	22.97	24.18
CSU operators	Old						19.17
	01-Jan-01	Gen Inc	15.64	16.82	17.80	18.57	19.35
	28-Sep-01	Flexibility	16.05	17.05	18.05	19.05	20.05
	01-Jan-02	Gen Inc	16.37	17.39	18.41	19.43	20.45
	01-Apr-02	Flexibility	16.96	18.02	19.08	20.14	21.20
	01-Jan-03	Gen Inc	17.30	18.38	19.46	20.54	21.62
	01-Apr-03	Flexibility	17.51	18.60	19.69	20.78	21.87
	01-Jan-04	Gen Inc	17.83	18.95	20.07	21.19	22.31
CSU Helper	Old						16.73
	01-Jan-01	Gen Inc	13.66	14.51	15.36	16.22	17.07
	28-Sep-01	Flexibility	14.05	14.93	15.81	16.69	17.57
	01-Jan-02	Gen Inc	14.32	15.22	16.12	17.02	17.92
	01-Apr-02	Flexibility	14.95	15.88	16.81	17.74	18.67
	01-Jan-03	Gen Inc	15.24	16.19	17.14	18.09	19.04
	01-Apr-03	Flexibility	15.45	16.41	17.37	18.33	19.29
	01-Jan-04	Gen Inc	15.76	16.74	17.72	18.70	19.68
Storekeeper	Old						17.97
	01-Jan-01	Gen Inc	14.68	15.58	16.50	17.41	18.33
	28-Sep-01	Flexibility	15.07	16.01	16.95	17.89	18.83
	01-Jan-02	Gen Inc	15.37	16.33	17.29	18.25	19.21
	01-Apr-02	Flexibility	15.96	16.96	17.96	18.96	19.96
	01-Jan-03	Gen Inc	16.28	17.30	18.32	19.34	20.36
	01-Apr-03	Flexibility	16.49	17.52	18.55	19.58	20.61
	01-Jan-04	Gen Inc	16.82	17.87	18.92	19.97	21.02
Instrument Person	Old		13.80	14.80	15.93	16.76	17.57
	01-Jan-01	Gen Inc	14.08	15.10	16.25	17.10	17.92
	28-Sep-01	Flexibility	14.74	15.66	16.58	17.50	18.42
	01-Jan-02	Gen Inc	15.03	15.97	16.91	17.85	18.79
	01-Apr-02	Flexibility	15.62	16.60	17.58	18.56	19.54
	01-Jan-03	Gen Inc	15.93	16.93	17.93	18.93	19.93
	01-Apr-03	Flexibility	16.14	17.15	18.16	19.17	20.18
	01-Jan-04	Gen Inc	16.46	17.49	18.52	19.55	20.58
Equipment Operators	Old						17.05
	01-Jan-01	Gen Inc	13.91	14.78	15.65	16.52	17.39
	28-Sep-01	Flexibility	14.33	15.22	16.11	17.00	17.89
	01-Jan-02	Gen Inc	14.61	15.52	16.43	17.34	18.25
	01-Apr-02	Flexibility	15.20	16.15	17.10	18.05	19.00
	01-Jan-03	Gen Inc	15.50	16.47	17.44	18.41	19.38
	01-Apr-03	Flexibility	15.71	16.69	17.67	18.65	19.63
	01-Jan-04	Gen Inc	16.02	17.02	18.02	19.02	20.02

Appendix "A"

			A	B	C	D	E
Coal Analyst	Old		14.46	15.36	16.34	17.37	18.45
	01-Jan-01	Gen Inc	14.75	15.67	16.67	17.72	18.82
	28-Sep-01	Flexibility	15.44	16.41	17.38	18.35	19.32
	01-Jan-02	Gen Inc	15.75	16.74	17.73	18.72	19.71
	01-Apr-02	Flexibility	16.38	17.40	18.42	19.44	20.46
	01-Jan-03	Gen Inc	16.71	17.75	18.79	19.83	20.87
	01-Apr-03	Flexibility	16.88	17.94	19.00	20.06	21.12
	01-Jan-04	Gen Inc	17.22	18.30	19.38	20.46	21.54
Coal Handlers	Old						16.57
	01-Jan-01	Gen Inc	13.52	14.37	15.21	16.06	16.90
	28-Sep-01	Flexibility	13.92	14.79	15.66	16.53	17.40
	01-Jan-02	Gen Inc	14.19	15.08	15.97	16.86	17.75
	01-Apr-02	Flexibility	14.82	15.74	16.66	17.58	18.50
	01-Jan-03	Gen Inc	15.11	16.05	16.99	17.93	18.87
	01-Apr-03	Flexibility	15.28	16.24	17.20	18.16	19.12
	01-Jan-04	Gen Inc	15.62	16.59	17.56	18.53	19.50
Utilityworkers	Old						15.55
	01-Jan-01	Gen Inc	12.69	13.48	14.27	15.07	15.86
Tool Crib Attendant Utilityworkers	Old						15.40
	01-Jan-01	Gen Inc	12.57	13.35	14.14	14.92	15.71
Fitter Helper Tool Crib Attendant	Old						15.29
	01-Jan-01	Gen Inc	12.48	13.26	14.04	14.82	15.60
Utilityworker Fitter Helper (Inc: Utilityworker, Tool Crib Attendant, Fitter Helper)	Old						15.29
	01-Jan-01	Gen Inc	12.48	13.26	14.04	14.82	15.60
Utilityworker (Inc: Utilityworker, Tool crib Attendant, Fitter Helper)	01-Apr-01	New Max	12.70	13.49	14.28	15.07	15.86
	28-Sep-01	Flexibility	13.08	13.90	14.72	15.54	16.36
	01-Jan-02	Gen Inc	13.37	14.20	15.03	15.86	16.69
	01-Apr-02	Flexibility	13.96	14.83	15.70	16.57	17.44
	01-Jan-03	Gen Inc	14.23	15.12	16.01	16.90	17.79
	01-Apr-03	Flexibility	14.44	15.34	16.24	17.14	18.04
	01-Jan-04	Gen Inc	14.72	15.64	16.56	17.48	18.40
Senior Specialist	Old		32.56	34.60	36.64	38.67	40.71
	01-Jan-01	Gen Inc	33.21	35.29	37.37	39.45	41.52
	28-Sep-01	Flexibility	33.62	35.72	37.82	39.92	42.02
	01-Jan-02	Gen Inc	34.30	36.44	38.58	40.72	42.86
	01-Jan-03	Gen Inc	34.96	37.15	39.34	41.53	43.72
	01-Jan-04	Gen Inc	35.68	37.91	40.14	42.37	44.60
Geologist	Old		26.03	27.66	29.29	30.92	32.55
Coord Maintenance Planning	01-Jan-01	Gen Inc	26.56	28.22	29.88	31.54	33.20
	28-Sep-01	Flexibility	26.98	28.66	30.34	32.02	33.70
	01-Jan-02	Gen Inc	27.49	29.21	30.93	32.65	34.37
	01-Jan-03	Gen Inc	28.06	29.81	31.56	33.31	35.06
	01-Jan-04	Gen Inc	28.60	30.39	32.18	33.97	35.76

Appendix "A"

			A	B	C	D	E
Coord - Performance Test Coord - Inspection Program	Old		26.03	27.66	29.29	30.92	32.55
	01-Jan-01	Gen Inc	26.56	28.22	29.88	31.54	33.20
	28-Sep-01	Flexibility	26.98	28.66	30.34	32.02	33.70
	01-Jan-02	Gen Inc	27.49	29.21	30.93	32.65	34.37
	01-Jan-03	Gen Inc	28.06	29.81	31.56	33.31	35.06
	01-Jan-04	Gen Inc	28.60	30.39	32.18	33.97	35.76
Technical Specialist	Old		23.81	25.30	26.79	28.28	29.80
	01-Jan-01	Gen Inc	24.29	25.81	27.33	28.85	30.40
	28-Sep-01	Flexibility	24.74	26.28	27.82	29.36	30.90
	01-Jan-02	Gen Inc	25.20	26.78	28.36	29.94	31.52
	01-Jan-03	Gen Inc	25.71	27.32	28.93	30.54	32.15
	01-Jan-04	Gen Inc	26.23	27.87	29.51	31.15	32.79
CADD Coordinator	Old		24.30	25.52	26.81	28.16	29.54
	01-Jan-01	Gen Inc	24.79	26.03	27.35	28.72	30.13
	28-Sep-01	Flexibility	24.51	26.04	27.57	29.10	30.63
	01-Jan-02	Gen Inc	25.00	26.56	28.12	29.68	31.24
	01-Jan-03	Gen Inc	25.51	27.10	28.69	30.28	31.87
	01-Jan-04	Gen Inc	25.99	27.62	29.25	30.88	32.51
Senior CADD	Old		21.38	23.00	24.70	25.94	27.29
	01-Jan-01	Gen Inc	21.81	23.46	25.19	26.46	27.84
	28-Sep-01	Flexibility	22.66	24.08	25.50	26.92	28.34
	01-Jan-02	Gen Inc	23.11	24.56	26.01	27.46	28.91
	01-Jan-03	Gen Inc	23.61	25.08	26.55	28.02	29.49
	01-Jan-04	Gen Inc	24.08	25.58	27.08	28.58	30.08
Drawing Checker	Old		20.34	21.67	23.16	24.70	25.94
	01-Jan-01	Gen Inc	20.75	22.10	23.62	25.19	26.46
	28-Sep-01	Flexibility	21.56	22.91	24.26	25.81	26.96
	01-Jan-02	Gen Inc	22.02	23.39	24.76	26.13	27.50
	01-Jan-03	Gen Inc	22.45	23.85	25.25	26.65	28.05
	01-Jan-04	Gen Inc	22.89	24.32	25.75	27.18	28.61
Technical Assistant I	Old		19.40	21.38	22.42	23.54	24.70
	01-Jan-01	Gen Inc	19.79	21.81	22.87	24.01	25.19
	28-Sep-01	Flexibility	20.57	21.85	23.13	24.41	25.69
	01-Jan-02	Gen Inc	20.96	22.27	23.58	24.89	26.20
	01-Jan-03	Gen Inc	21.36	22.70	24.04	25.38	26.72
	01-Jan-04	Gen Inc	21.82	23.18	24.54	25.90	27.26
Technical Assistant II	Old		21.38	23.00	24.70	25.94	27.29
	01-Jan-01	Gen Inc	21.81	23.46	25.19	26.46	27.84
	28-Sep-01	Flexibility	22.66	24.08	25.50	26.92	28.34
	01-Jan-02	Gen Inc	23.11	24.56	26.01	27.46	28.91
	01-Jan-03	Gen Inc	23.61	25.08	26.55	28.02	29.49
	01-Jan-04	Gen Inc	24.08	25.58	27.08	28.58	30.08

Appendix "A"

		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	
CADD Technician I	Old	14.46	16.13	18.00	20.09	22.42	
	01-Jan-01	Gen Inc	14.75	16.45	18.36	20.49	22.67
	28-Sep-01	Flexibility	18.69	19.86	21.03	22.20	23.37
	01-Jan-02	Gen Inc	19.08	20.27	21.46	22.65	23.84
	01-Jan-03	Gen Inc	19.44	20.66	21.88	23.10	24.32
	01-Jan-04	Gen Inc	19.85	21.09	22.33	23.57	24.81
CADD Technician II	Old	19.40	21.38	22.42	23.54	24.70	
	01-Jan-01	Gen Inc	19.79	21.81	22.87	24.01	25.19
	28-Sep-01	Flexibility	20.57	21.85	23.13	24.41	25.69
	01-Jan-02	Gen Inc	20.96	22.27	23.58	24.89	26.20
	01-Jan-03	Gen Inc	21.36	22.70	24.04	25.38	26.72
	01-Jan-04	Gen Inc	21.82	23.18	24.54	25.90	27.26
ASR V	Old	18.17	19.08	20.01	21.08	22.36	
	01-Jan-01	Gen Inc	18.53	19.46	20.41	21.50	22.81
	28-Sep-01	Flexibility	18.63	19.80	20.97	22.14	23.31
	01-Jan-02	Gen Inc	19.02	20.21	21.40	22.59	23.78
	01-Jan-03	Gen Inc	19.42	20.63	21.84	23.05	24.26
	01-Jan-04	Gen Inc	19.79	21.03	22.27	23.51	24.75
ASR IV	Old	16.66	17.66	18.74	19.71	20.58	
	01-Jan-01	Gen Inc	16.99	18.01	19.12	20.10	20.99
	28-Sep-01	Flexibility	17.21	18.28	19.35	20.42	21.49
	01-Jan-02	Gen Inc	17.52	18.62	19.72	20.82	21.92
	01-Jan-03	Gen Inc	17.88	19.00	20.12	21.24	22.36
	01-Jan-04	Gen Inc	18.25	19.39	20.53	21.67	22.81
ASR III	Old	13.00	14.15	15.00	15.88	16.85	
	01-Jan-01	Gen Inc	13.26	14.43	15.30	16.20	17.19
	28-Sep-01	Flexibility	14.17	15.05	15.93	16.81	17.69
	01-Jan-02	Gen Inc	14.44	15.34	16.24	17.14	18.04
	01-Jan-03	Gen Inc	14.72	15.64	16.56	17.48	18.40
	01-Jan-04	Gen Inc	15.01	15.95	16.89	17.83	18.77
ASR II	Old	9.59	10.76	12.03	13.30	14.47	
	01-Jan-01	Gen Inc	9.78	10.98	12.27	13.57	14.76
	28-Sep-01	Flexibility	12.22	12.98	13.74	14.50	15.26
	01-Jan-02	Gen Inc	12.45	13.23	14.01	14.79	15.57
	01-Jan-03	Gen Inc	12.72	13.51	14.30	15.09	15.88
	01-Jan-04	Gen Inc	12.96	13.77	14.58	15.39	16.20
Senior Security Guard	Old	15.53	16.43	17.38	18.37	19.43	
	01-Jan-01	Gen Inc	15.84	16.76	17.73	18.74	19.82
	28-Sep-01	Flexibility	16.24	17.26	18.28	19.30	20.32
	01-Jan-02	Gen Inc	16.57	17.61	18.65	19.69	20.73
	01-Jan-03	Gen Inc	16.91	17.97	19.03	20.09	21.15
	01-Jan-04	Gen Inc	17.25	18.33	19.41	20.49	21.57

Appendix "A"

		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Security Guard	Old	14.70	15.53	16.43	17.38	18.37
	01-Jan-01 Gen Inc	14.99	15.84	16.76	17.73	18.74
	28-Sep-01 Flexibility	15.40	16.36	17.32	18.28	19.24
	01-Jan-02 Gen Inc	15.71	16.69	17.67	18.65	19.63
	01-Jan-03 Gen Inc	16.02	17.02	18.02	19.02	20.02
01-Jan-04 Gen Inc	16.34	17.36	18.38	19.40	20.42	
Anlst Environmental Chemical	Old	26.03	27.66	29.29	30.92	32.55
	01-Jan-01 Gen Inc	26.55	28.21	29.88	31.54	33.20
	28-Sep-01 Flexibility	26.98	28.66	30.34	32.02	33.70
	01-Jan-02 Gen Inc	27.49	29.21	30.93	32.65	34.37
	01-Jan-03 Gen Inc	28.06	29.81	31.56	33.31	35.06
01-Jan-04 Gen Inc	28.60	30.39	32.18	33.97	35.76	
Buyer Generation	Old	19.48	20.70	21.92	23.14	24.36
	01-Jan-01 Gen Inc	19.84	21.08	22.33	23.57	24.82
	28-Sep-01 Flexibility	20.24	21.51	22.78	24.05	25.32
	01-Jan-02 Gen Inc	20.67	21.96	23.25	24.54	25.83
	01-Apr-02 Flexibility	21.26	22.59	23.92	25.25	26.58
	01-Jan-03 Gen Inc	21.67	23.03	24.39	25.75	27.11
	01-Apr-03 Flexibility	21.88	23.25	24.62	25.99	27.36
	01-Jan-04 Gen Inc	22.31	23.71	25.11	26.51	27.91
Coord Work Meth, Safety & Train Change rate is that of Mech, El&C, Chem Supervisor	Old	20.64	21.93	23.22	24.51	25.80
	01-Jan-01 Now Rats	23.81	25.30	26.79	28.28	29.77
	01-Jan-01 Gen Inc	24.29	25.81	27.33	28.85	30.37
	28-Sep-01 Flexibility	24.71	26.25	27.79	29.33	30.87
	01-Jan-02 Gen Inc	25.21	26.78	28.35	29.92	31.49
	01-Jan-03 Gen Inc	25.68	27.29	28.90	30.51	32.12
01-Jan-04 Gen Inc	26.20	27.84	29.48	31.12	32.76	
Engineer V (Engineer Electrical Plant Region) Spec Chemistry Spec Inspection	Old	28.61	30.40	32.19	33.98	35.77
	01-Jan-01 Gen Inc	29.18	31.01	32.83	34.66	36.49
	28-Sep-01 Flexibility	29.59	31.44	33.29	35.14	36.99
	01-Jan-02 Gen Inc	30.17	32.06	33.95	35.84	37.73
	01-Jan-03 Gen Inc	30.81	32.73	34.65	36.57	38.49
01-Jan-04 Gen Inc	31.42	33.38	35.34	37.30	39.26	
Senior Engineer I	Old	30.45	32.35	34.26	36.16	38.07
	01-Jan-01 Gen Inc	31.06	33.00	34.95	36.88	38.83
	28-Sep-01 Flexibility	31.45	33.42	35.39	37.36	39.33
	01-Jan-02 Gen Inc	32.08	34.09	36.10	38.11	40.12
	01-Jan-03 Gen Inc	32.72	34.77	36.82	38.87	40.92
01-Jan-04 Gen Inc	33.38	35.47	37.56	39.65	41.74	
Eng Sr Corporate Modeling Eng Sr Hydraulic	Old	32.56	34.60	36.64	38.67	40.71
	01-Jan-01 Gen Inc	33.21	35.29	37.37	39.44	41.52
	28-Sep-01 Flexibility	33.62	35.72	37.82	39.92	42.02
	01-Jan-02 Gen Inc	34.30	36.44	38.58	40.72	42.86
	01-Jan-03 Gen Inc	34.96	37.15	39.34	41.53	43.72
01-Jan-04 Gen Inc	35.68	37.91	40.14	42.37	44.60	

Appendix "A"

			<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Industrial Hygienist	Old		28.61	30.40	32.19	33.98	35.77
	01-Jan-01	Gen Inc	29.18	31.01	32.83	34.66	36.49
	28-Sep-01	Flexibility	29.59	31.44	33.29	35.14	36.99
	01-Jan-02	Gen Inc	30.17	32.06	33.95	35.84	37.73
	01-Jan-03	Gen Inc	30.81	32.73	34.65	36.57	38.49
	01-Jan-04	Gen Inc	31.42	33.36	35.34	37.30	39.26
Labourer	Old						14.28
	01-Jan-01	Gen Inc	11.66	12.38	13.11	13.84	14.57
	28-Sep-01	Flexibility	12.07	12.82	13.57	14.32	15.07
	01-Jan-02	Gen Inc	12.29	13.06	13.83	14.60	15.37
	01-Apr-02	Nothing	12.29	13.06	13.83	14.60	15.37
	01-Jan-03	Gen Inc	12.56	13.34	14.12	14.90	15.68
	01-Apr-03	Nothing	12.56	13.34	14.12	14.90	15.68
	01-Jan-04	Gen Inc	12.79	13.59	14.39	15.19	15.99

W
M

		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>
Engineer	Old	16.73	18.71	20.69	22.66	24.64	26.62	28.60	30.57	32.55
	01-Jan-01 Gen Inc	17.05	19.06	21.08	23.10	25.12	27.14	29.16	31.18	33.20
	28-Sep-01 Flexibility	17.31	19.35	21.40	23.45	25.50	27.55	29.60	31.65	33.70
	01-Jan-02 Gen Inc	17.66	19.74	21.83	23.92	26.01	28.10	30.19	32.28	34.37
	01-Apr-02 Nothing	17.66	19.74	21.83	23.92	26.01	28.10	30.19	32.28	34.37
	01-Jan-03 Gen Inc	18.03	20.15	22.28	24.41	26.54	28.67	30.80	32.93	35.06
	01-Apr-03 Nothing	18.03	20.15	22.28	24.41	26.54	28.67	30.80	32.93	35.06
	01-Jan-04 Gen Inc	18.41	20.57	22.74	24.91	27.08	29.25	31.42	33.59	35.76
Apprentice Operators		<u>1-6</u>	<u>2-6</u>	<u>3-6</u>	<u>4-6</u>	<u>5-6</u>	<u>6-6</u>	<u>7-6</u>	<u>8-6</u>	
	Old	11.52	12.38	13.29	14.16	15.91	16.80	17.70	18.57	
	01-Jan-01 Gen Inc	11.75	12.63	13.56	14.44	16.23	17.14	18.05	18.94	
	01-Jan-02 Gen Inc	11.99	12.88	13.83	14.73	16.56	17.48	18.41	19.32	
	01-Jan-03 Gen Inc	12.23	13.14	14.11	15.03	16.89	17.83	18.78	19.71	
01-Jan-04 Gen Inc	12.48	13.40	14.39	15.33	17.23	18.19	19.16	20.10		
Apprentice Maint. Tradesworkers	Old	10.94	11.80	12.65	13.53	15.24	16.17	16.97	17.86	
	01-Jan-01 Gen Inc	11.16	12.04	12.90	13.80	15.55	16.49	17.31	18.22	
	01-Jan-02 Gen Inc	11.38	12.28	13.16	14.08	15.86	16.82	17.66	18.59	
	01-Jan-03 Gen Inc	11.61	12.53	13.42	14.36	16.18	17.16	18.01	18.96	
	01-Jan-04 Gen Inc	11.84	12.78	13.69	14.65	16.50	17.50	18.37	19.34	
Apprentice Hydro/HVDC Operators	Old	10.89	12.17	13.41	14.67	15.91	17.18			
	01-Jan-01 Gen Inc	11.11	12.41	13.68	14.96	16.23	17.52			
	01-Jan-02 Gen Inc	11.33	12.66	13.95	15.26	16.56	17.87			
	01-Jan-03 Gen Inc	11.56	12.91	14.23	15.57	16.89	18.23			
	01-Jan-04 Gen Inc	11.79	13.17	14.52	15.88	17.23	18.60			

Appendix 'A'

APPENDIX "B"

SUPPLEMENTAL UNEMPLOYMENT BENEFITS (SUB) PLAN

NEW BRUNSWICK POWER CORPORATION

OBJECTIVE:	To supplement unemployment benefits received by workers for unemployment caused by pregnancy, birth or adoption of a child (children).
ELIGIBILITY:	All employees who become pregnant or adopt a child and who have completed 12 consecutive months of employment with NB Power. Employees disentitled or disqualified from receiving Employment Insurance benefits are not eligible for Supplementary Unemployment Benefits.
LEVEL OF BENEFITS:	Ninety-three percent (93%) of the employee's normal weekly salary. This represents the total of Employment insurance gross benefits, the Supplementary Unemployment Benefits and other earnings. Employees do not have a right to SUB payments except for supplementation of EI benefits for the unemployment period up to 15 weeks for maternity leave and 10 weeks for adoption leave. Where an employee is subject to a waiting period of two weeks before receiving Employment Insurance benefits, they will not receive SUB during that time.
FINANCING:	SUB payments will be financed out of the employer's current revenue. A separate accounting will be kept on SUB payments.
DURATION:	January 1, 2001 to the expiration of the Collective Agreement.
EMPLOYEE REQUIREMENTS:	Employees must apply for Employment Insurance before SUB becomes payable. An employee must provide NB Power with proof that they are receiving EI benefits by submitting the first benefit stub to NB Power. For subsequent verification, HRDC provides NB Power with computer printouts. NB Power's Revenue Canada Business Number is 11924 6924 RP0002. Employees will not have any vested interest in the plan except to receive payments for the covered unemployment periods. 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 the SUB plan. Employees will agree in writing to return to work for at least six months after maternity or adoption leave; failure to do so will result in forfeiture of all moneys paid under the SUB plan. NB Power will advise HRDC of any changes to an approved plan within thirty days of the effective date of change.

APPENDIX "C"

PART TIME EMPLOYEES**Salaries and Benefits:**

- (a) **Vacation**
Vacation entitlement shall be pro-rated according to the number of hours worked.
- (b) **Statutory Holidays**
Payment for the eleven holidays specified in the Collective Agreement shall be pro-rated according to the number of hours worked.
- (c) **Sick Leave (Short Term Disability)**
Sick leave benefits shall be pro-rated according to the number of hours worked.
- (d) **Long Term Disability**
Long term disability benefits shall be pro-rated according to the number of hours worked.
- (e) **Health Care Benefits Including Dental Care**
Benefits will be same as for full-time employees. Costs will not be pro-rated.
- (f) **Overtime**
Employees who work outside their part-time hours, but within the hours of the normal work day, shall be paid at straight time for all such hours. It is understood all such hours are worked on a voluntary basis.
- (g) **Pension**
Eligibility to contribute to the Public Service Superannuation Plan will be determined by Provincial Legislation. However, participants in this program may contribute to the NB Power Group RRSP.
- (h) **Seniority**
An employee will receive a full year credit for seniority purposes regardless of the number of hours worked during the year.

APPENDIX "D"

JOB SHARING PROGRAM

1. Requests for participation in the Program will be subject to supervisory and/or management approval.
2. An employee wishing to participate in the Program is responsible for finding a suitable partner who is willing to share the job. If a partner cannot be found internally, the Human Resources Division will provide assistance in finding a partner.
3. Each job sharing Situation will be undertaken on a four month trial basis. Following this trial period, management or the job sharer may elect to discontinue the job sharing arrangements.

During the trial period, a job sharer may only opt out of the Program with management approval.
4. In most cases, the average number of hours worked per week by an individual employee shall be one-half the hours required to staff the position on a full time basis; (i.e., one-half 36.25 hours or one-half of 40). as the case may be.

Individual departments will decide the most appropriate division of time for that department and for the individuals concerned.
5. a) Subject to paragraph (b) below, if one of the "partners" leaves the position, the other partner will have the option of taking the job on a full-time basis, or carrying the job on a full-time basis until a suitable partner is found.

b) Where the remaining partner was hired for a job sharing position, or was in a lower paying full time position immediately prior to becoming a job sharer, that employee will not have the option of taking the position on a permanent full-time basis unless he/she has been in the job sharing position for at least three years. In such circumstances the full time position will be opened for bid within that general work location only. Should someone other than the remaining partner be the successful bidder, the remaining partner will be awarded the resulting vacant position.

- c) Where one partner is absent due to **maternity/adoption** leave or an extended period of short term **sick** leave, the **remaining** partner will fill the position on a full time basis for the duration of the absence. The Corporation agrees to provide the remaining partner with ten calendar days notice of the requirement to fill the position on a full time basis. Any short term **sick** leave absence with an expected duration of 5 working days or more **shall** be considered an "extended" absence.

6. **Salaries and Benefits**

a) **Vacation**

Vacation entitlement shall be pro-rated according to the number of hours worked.

b) **Statutory Holidays**

Payment for the eleven holidays specified in the **Collective** Agreement shall be pro-rated according to the number of hours worked. This payment **shall** be made by means of an appropriate increase to the employee's basic hourly rate. Employees and their supervisors **shall** be responsible for scheduling so as to ~~divide~~ these holidays between the partners as equally as possible.

c) **Sick Leave (Short Term Disability)**

Sick leave benefits shall be pro-rated according to the number of hours worked.

d) **Long Term Disability**

Benefits will be the same as for full-time employees. If one partner goes on LTD, the other will fill the position on a full-time basis and will be responsible for finding a suitable partner (on an Internal basis) before being able to return to the Job Sharing Program.

e) **Health Care Benefits Including Dental Care**

Benefits will be the same as for full-time employees. Costs will not be pro-rated.

f) **Overtime**

Employees who work outside their job sharing hours, but within the hours of the normal work day, shall be paid at straight time for all such hours. It is understood however, that except for situations covered by paragraphs 5(a), 5(c), and 6(d), all such hours are worked on a voluntary basis.

g) Pension

Eligibility to contribute to the Public Service Superannuation Plan will be determined by Provincial Legislation. However, participants in this program may contribute to the NB Power Group RRSP.

h) Seniority

An employee in the Job Sharing Program will receive a full year credit for seniority purposes regardless of the number of hours worked during the year.

APPENDIX "E"

PERSONAL LEAVE

- Approval:** Individual applications for Personal Leave are subject to local management approval.
- Selection:** Seniority as defined in Article 17.01 among applicants in the same Job function should be the initial criteria. In subsequent years, this criteria will be altered to reflect the following conditions:
- a) new applicants to be considered only after prior year(s) applicants who have re-applied.
 - b) employees who have already gone on Personal Leave may re-apply, but their names will go to the bottom of the eligibility list.
 - c) Employees transferring to a new general work location will be considered new applicants.
 - d) Employees selected for the program who subsequently opt out may reapply, but they will be considered new applicants.
 - e) Employees may specify the year they wish to go on Personal Leave. If the employee's name reaches the top of the eligibility list prior to the year requested, the employee has the option of taking the leave that year (and going to the bottom of the list) or holding his/her position at the top of the list until the requested year. Note that when an employee elects to specify a particular year for leave, she/he will be considered a new applicant as of the time the election is made.
- Applications:** Applications for Personal Leave for the upcoming calendar year must be submitted in writing to local management, with a copy to the Labour Relations Department, by no later than July 31 of the prior year. Decisions as to approval of individual applications will be made by August 31.

**Period of Leave
and Vacation
Credits**

Personal leave may be applied for any period throughout the calendar year. Each personal leave period must be for either:

- a period of **4** consecutive weeks which includes one third of the employee's vacation entitlement. Entitlement will be based on **11.3** months work for the year; or
- a period of **8** consecutive weeks which includes two thirds of the employee's vacation entitlement. Entitlement will be based on **10.6** months work for the year.

4 Weeks

Normal Entitlement	X	<u>11.3/12</u>	=	Reduced Entitlement	x	<u>1/3</u>	=	Amount included in personal leave
15	x	0.942	=	14.13	x	0.33	=	4.663 = 5.0
20	x	0.942	=	18.84	x	0.33	=	6.217 = 6.0
25	x	0.942	=	23.55	x	0.33	=	7.772 = 8.0

8 Weeks

Normal Entitlement	X	<u>10.6/12</u>	=	Reduced Entitlement	x	<u>2/3</u>	=	Amount Included in personal leave
15	x	0.883	=	13.25	x	0.67	=	8.878 = 9.0
20	x	0.883	=	17.66	x	0.67	=	11.832 = 12.0
25	x	0.883	=	22.08	x	0.67	=	14.794 = 15.0

Salary:

The salary of an employee going on personal leave shall be reduced for a **12** month period commencing September 1 of the prior year. This reduced rate of pay shall be considered to be the employee's normal rate of pay for all purposes, other than overtime, including but not limited to relieving/acting pay, sick leave, vacation and bereavement leave. Overtime shall be paid at the employee's regular rate of pay by means of an adjustment upon completion of the leave period (i.e., it will be paid at the reduced rate when incurred, with the balance to follow).

Work days Per year	·	Summer Leave Period	±	1/3 or 2/3 Vacation Entitlement	=	% of normal hourly rate
Work days per year						

Work days (paid days) per year = 365 - 104 (Saturdays and Sundays)
= 261 days

Personal Leave Period = 40 days or 20 days

Thus for an employee who normally has the following vacation day entitlements, the calculation would be:

4 Weeks

15 days entitlement $\frac{261 - 20 + 5}{261} = \frac{246}{261} = 94.3\%$

20 days entitlement $\frac{261 - 20 + 6}{261} = \frac{247}{261} = 94.6\%$

25 days entitlement $\frac{261 - 20 + 8}{261} = \frac{249}{261} = 95.4\%$

8 Weeks

15 days entitlement $\frac{261 - 40 + 9}{261} = \frac{230}{261} = 88.1\%$

20 days entitlement $\frac{261 - 40 + 12}{261} = \frac{233}{261} = 89.3\%$

25 days entitlement $\frac{261 - 40 + 15}{261} = \frac{236}{261} = 90.4\%$

Benefits: Based on reduced salary with the exception of Group Life which will be based on 100% salary.

Opting Out: Employees on Personal Leave may opt out of the Program. Appropriate salary adjustments will be made and the employee may re-apply, subject to the selection criteria referred to above.

Time Code: Code 70 - PSL will be used for Personal Leave.

Employees in locations where the Program is not available may apply for an Unpaid Leave of Absence.

Multiple Leaves: Employees going on maternity leave will not be eligible for Personal Leave during the twelve months following return from maternity leave.

APPENDIX "F"
MEDICAL CERTIFICATE



Form O180 Rev. 1999-04

MEDICAL CERTIFICATE

Name of Employee	Nature of Injury / Illness	Date of Injury / Illness
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Doctor Is To Check Appropriate Boxes

Employee was absent from work and under my care from _____ to _____

NB Power is prepared to offer a variety of "modified work" tasks on a temporary basis in order to accommodate an employee with medical restrictions. With this in mind please complete the following:

- Employee may return to work without restrictions
or
 Employee may return to work with the following restrictions

Restrictions - Please "X" All Of The Boxes Below Which Apply

- | | | |
|---|---|----------------------------------|
| <input type="checkbox"/> Climbing | <input type="checkbox"/> Walking - Prolonged | <input type="checkbox"/> Walking |
| <input type="checkbox"/> Kneeling | <input type="checkbox"/> Sitting - Prolonged | <input type="checkbox"/> Lifting |
| <input type="checkbox"/> Bending or Twisting | <input type="checkbox"/> Standing - Prolonged | <input type="checkbox"/> Driving |
| <input type="checkbox"/> Use of Upper Extremities | <input type="checkbox"/> Use of Lower Extremities | <input type="checkbox"/> Other |

Please Elaborate On "X" Above and indicate length of time restrictions will apply. In addition, if there are restrictions that are the result of non-physical conditions, please indicate.

Would the employee's condition pose a safety hazard? No Yes Please elaborate:

Referrals (physiotherapy, specialist, chiropractic, etc.) _____

Employee is unable to return to work without restrictions, or with above noted restrictions, until _____ Please provide comments and further details which you feel would be helpful.

Date of next appointment	Doctor's Name	_____
	Doctor's Signature	_____
	Date	_____

LETTERS OF AGREEMENT

Énergie NB Power

515 Kine Street
Frederick, N. B.
E3B 4X1

July 25, 2001

Mr. Ross Galbraith
Assistant Business Manager
I.B.E.W., Local 37
138 Neill Street
Fredericton, N. B.
E3A 2Z6

Dear Ross:

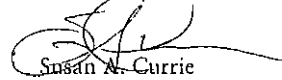
RE: Letter of Intent - Generation Conventional - Implementation of Flexibility

During negotiations for a new collective agreement, **we** discussed the Employer's intentions regarding a process for implementing changes in the workplace, which will result from the **new** language in the agreement concerning flexibility (Article 1.01 Scope of Work). **As** a result, we offered to provide this letter to outline **our** intentions.

Upon ratification of the collective agreement, **we** intend to meet with our managers and superintendents to discuss the potential impact of the **new** contract language. We intend to make it clear to our leaders that they, with their work groups, will be responsible to explore opportunities to expand the scope of work performed by all employees. In addition, we expect that employees and their leaders will identify barriers to expanding the **scape of work**, including recommendations for training to perform these **tasks**. If **the** local JWCs would like to become involved in this process, we would welcome their assistance, **as** we anticipate that each station may identify different opportunities and potential solutions.

I hope this **is** helpful in providing a better understanding of our intentions

Yours truly,



Susan A. Currie
Director, Labour Relations

cc J. Brogan
P. Theriault
J. Doucett

Énergie NB Power

515 King Street
Fredericton, N. B.
E3B 4X1

July 25, 2001

Mr. **Ross** Galbraith
Assistant **Business** Manager
I.B.E.W., Local 37
138 Neill Street
Fredericton, N. B.
E3A 2Z6

Dear Ross:

RE: Letter of Intent – Generation Conventional – Sale or Closure of a Plant


During negotiations for a new collective agreement, we discussed the Employer's intentions if a generating station were sold **or** closed and resulted in the lay off of employees. As a result, we offered to provide this letter to outline our intentions.

in the event the Corporation is required to lay off employees **as a** result of the closure **or sale** of a plant, the Corporation shall:

1. provide, if reasonably possible, sixty (60) days, **or** not less than thirty (30) days, notice to the Union and the affected employees;
2. within seven (7) days **of** providing the aforementioned notice, meet with the Union to have meaningful consultation in regard **to** the impact of the layoffs **and** to explore methods to lessen the impact.

I hope this is helpful in providing a better understanding of our intentions.

Yours truly,


Susan A. Currie
Director, Labour Relations

cc **J. Brogan**
P. Theriault
J. Doucett



NEW BRUNSWICK POWER
ÉNERGIE NOUVEAU-BRUNSWICK

P. O. Box 2000,
Fredericton, N. B.,
E3B 4X1

1997 12 15

I.B.E.W.,
138 Neill Street,
Fredericton, N. B.
E3A 2Z6

Attention: John Cole

Dear Mr. Cole:

RE: SHORT TERM SICK LEAVE

You will recall that a year or so ago, NE Power proposed that the criteria for the reinstatement of full short term sick leave benefits be changed from 3 months for related illness and 1 month for unrelated to 2 months for either situation. To compensate for increasing from 1 month to 2 for unrelated illness, we agreed to allow up to 2 days of paid leave during the 2 month period. This new system would help streamline and reduce the cost of administering the program. This system was put in place with the agreement of locals 2309 and 1733.

A few months ago, NB Power was advised that because we had made the above change, our Employment insurance rate would be increasing. The theory is that by lengthening the reinstatement period from 1 to 2 months for unrelated illness, the risk of an employee making an E.I. claim has increased. We met with E.I. officials to try and convince them otherwise; but we were unsuccessful. The result is an additional \$75,000 cost to NE Power.

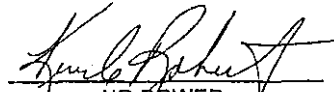
Rather than revert to our former system or incur this additional cost, NB Power prefers to change the 2 month reinstatement period to one month for both related and unrelated illnesses. This will allow us to retain our former rate of assessment and maintain the administrative advantages noted above. It is also

an obvious improvement for our employees. However, since we are now back to one month, it would also be appropriate to reduce the 2 days paid leave to one.

please indicate your concurrence with **the above** described changes by signing below.

Signed this 15th day of **December**, 1997.


IBEW - LOCAL 2309


NB POWER

NEW BRUNSWICK POWER
ÉNERGIE NOUVEAU-BRUNSWICK

515 King Street
P.O. BOX 2000
Fredericton, N.B.
E3B 1X4

1994 09 13

Mr. John E. Cole
Business Manager
International Brotherhood of
Electrical Workers, Local 2309
138 Neill Street
Fredericton, N.B.
E3A 2Z6

Dear Mr. Cole:

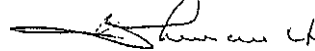
RE: "CLOSED" COMPETITIONS

In response to your concerns relative to the eligibility of laid-off temporary employaes to compete, we are extending all bargaining employees with "employee status" under the applicable collective agreements, the right to compete in NE Power's "closed" competitions regardless of whether he/she is actively employed with the Corporation at the time of the bid.

Job advertisements will continue to be posted throughout the Corporation and to Union officials for circulation.

Should you have any questions relative to the above, please feel free to contact Karen Stafford, Director, Personnel Services or myself,

Yours truly,



Paul Theriault
Vice-president, Human Resources

KS/lg

c.c. Karen Stafford
Jill Doucett
J.P. Morel
Susan Currie
Al Corey
Larry Calhoun



NEW BRUNSWICK POWER
ENERGIE NOUVEAU BRUNSWICK

515 King Street
P. O. Box 2000
Fredericton, NB
E3B 4X1

Mr. John Cole
Business Manager
IBEW Local 2309
138 Neill street
Fredericton, NB
E3A 2Z6

Dear Mr. Cole:

SUBJECT: TECHNICIANS, ELECTRICAL MECHANICS
& ENGINEERING ASSISTANTS

This letter sets forth for the Agreement reached during negotiations between NB Power and IBEW Local 2309 Technical Non-Supervisory Group respecting the above captioned.

TECHNICIAN I AND II

It is agreed that technicians who are graduates of a recognized two year technology school program and who have a minimum of 5 years experience as a technician may progress to the Technician II classification. It is understood that step increases in the Technician I and Technician II categories are based upon satisfactory performance and progress as per Article 8.02 (b) of the Collective Agreement. The Commission will review the cases of employees in the Technician I classification and if the above criteria are met, those employees will be reclassified to Technician II effective the date of signing. Where the criteria is not met, subsequent reviews will be held and decisions on reclassification will be made accordingly.

ELECTRICAL MECHANICS

It is agreed that the basis for progression from Electrical Mechanic I to Electrical Mechanic II shall remain unchanged. Employees in the Electrical Mechanic II classification may progress to the Electrical Mechanic III level.


provided they have completed at least two years at the top step of the Electrical Mechanic II level and have performed satisfactorily. The Commission will review the cases of employees in the Electrical Mechanic II classification and where the above criteria are met, those employees will be reclassified to Electrical Mechanic III effective the date of signing. Where the criteria are not met, subsequent reviews will be held and decisions on reclassification will be made accordingly.

ENGINEERING ASSISTANTS

It is agreed that the basis for progression from Engineering Assistant I to Engineering Assistant II shall remain unchanged. Employees in the Engineering Assistant II classification may progress to the Engineering Assistant III level provided they have completed at least two years at the top step of the Engineering Assistant II level, have successfully completed the necessary academic requirements, and have performed satisfactorily. The Commission will review the cases of employees in the Engineering Assistant II classification and where the above criteria are met, those employees will be reclassified to Engineering Assistant III effective the date of signing. Where the criteria are not met, subsequent reviews will be held and decisions on reclassification will be made accordingly.

Signed this 21 day of June 1990.


IBEW LOCAL 2309


NB POWER