AGREEMENT

BETWEEN

NEW BRUNSWICK POWER GENERATION CORPORATION

AND

LOCAL 37

OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

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

GENERATION OPERATIONAL GROUP

JANUARY 1, 2005 – DECEMBER 31, 2006





12848 (02)

MEMORANDUM OF AGREEMENT

Pursuant to the tentative agreement reached on October 21, 2004 between the I.B.E.W., Local 37 and NB Power, the Parties agreed that there is a mutual interest in entering into an agreement to extend the Generation Operational Group collective agreement under the following terms:

- 1. The collective agreement between NB Power and the I.B.E.W., Local 37, Generation Operational Group will be extended and shall be in effect for the term of January 1, 2005 to and including December 31, 2006. This Agreement 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 before the Agreement ceases to operate in accordance with the provisions of the *Public Service Labour Relations Act*;
- 2. Except for the terms of this agreement (including letters of agreement attached to this agreement), all of the other provisions of the current collective agreement continue in effect, subject to any future agreements of the parties;
- 3. The parties agree that, for the period of the extension, the hourly rates set out in Appendix "A" and "A1" of the Generation Operational Group agreement (revised appendices attached) will be adjusted (with the appropriate deductions for the Union Education Fund), to reflect the following increases:

January 1, 2005 2.5% January 1, 2006 2.5%

4. The parties agree that Article XVI – Vacation in the Generation Operational Group collective agreement, January 1, 2001 to December 31, 2004, will be deleted and replaced with the following language, effective January 1, 2005.

16.01 a) Entitlement for Employees

All employees shall receive the following annual vacation with pay after reaching the level of continuous service shown below. The week or day referred to below is the normal work day or week for the employee (i.e., either 8 hours per day resulting in a 40 hour week or 7.25 hours per day resulting in a 36.25 hour week). Employees working alternative hours of work will have to make the appropriate adjustment (i.e., an employee working a 40 hour week in four, 10 hour days, will need a full week of vacation to cover a four day absence).

Vacation

Continuous Service

three (3)weeks	six (6)months
four (4) weeks	eight (8) years
four (4) weeks + two (2) days	sixteen (16) years
four (4) weeks + four (4) days	eighteen (18) years
five (5)weeks	twenty (20) years
five (5) weeks + two (2) days	twenty-two (22)years
five (5) weeks + four (4) days	twenty-four (24) years
six (6)weeks	twenty-five (25) years

16.01 b) Vacation entitlement for the calendar year in which an employee's service reaches a new level of entitlement will be pro-rated according to the employee's vacation entitlement date.

16.02 <u>Vacation Carryover</u>

Vacation carryover will be administered as per Corporate Policy (as may be amended from time to time). At the date of signing of this agreement, employees were able to carry over vacation entitlement that was not used in one calendar year until March 31st of the following calendar year.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives this 21^{st} day of December, 2004.

NEW BRUNSWICK POWER GENERATION CORPORATION

DAVID HAY

PRESIDENT & CHIEF EXEQUTIVE OFFICER

Lynn Walsworth

ASSOCIATE CORPORATE SECRETARY

LOCAL 37, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AF OF L, CIO, CLC

B. WADE GREENLAW BUSINESS MANAGER

STEYE HAYES

PRESIDENT

PEGGY GALBRAITH

RECORDING SECRETARY

			Α	В	С	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
	•	Gen Inc		29.21			
	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						
	01-Jan-05	Gen Inc					
		Gen Inc					
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 <i>-</i> 02	Gen Inc	25.21	26.78	28.35	29.92	31.49
		Flexibility					
	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
	01-Jan-05	Gen Inc	27.73	29.46	31.19	32.92	34.65
	01-Jan-06	Gen inc	28.40	30.18	31.96	33.74	35.52
MI Birm Onder On and an	01.1						05.07
L/H River Control Operator	Old		04.40	00.50	00.04	05.47	25.97
	01√an-01	Gen Inc	21.19	22.52	23.84	25.17	26.49
Senior Thermal Operators	Old						25.75
	01-Jan-01	Gen Inc	21.02	22.33	23.64	24.96	26.27
Senior Operator		New Max					
(L/H RCO and STO)		Flexibility					
1		Gen Inc					
1	•	Flexibility					
		Gen Inc					
]		Adjustmen					
		Flexibility					
·		Gen Inc					
]		Gen Inc					
	01-Jan-06	Gen Inc	25.52	27.11	28.70	30.29	31.88

			Α	В	С	D	E
Turbine Engineer	Old						22.90
Taibilio Eligiliosi		Gen Inc	18.69	19.86	21.02	22.19	
Thermal Engineer	Old						22.24
	01-Jan-01	Gen Inc	18.15	19.29	20.42	21.56	22.69
River Control Operators	Old						24.05
		Gen Inc					
		Flexibility					
		Gen Inc					
		Flexibility					
	01-Jan-03	Gen Inc	21.45	22.79	24.13	25.47	26.81
Operator		New Max					
(Turbine Eng and Thermal Eng		Flexibility					
(Merge RCO April 1, 2003)		Gen Inc					
	,	Flexibility					
		Gen Inc					
		Adjustmen					
		Flexibility					
·		Gen inc Gen inc					
		Gen Inc					
	01-5411-00	Genine	25.20	24.03	20.10	21.00	29.00
Technical Operator	Old		18 45	19 69	21 00	22 42	23.54
reormical operator		Gen Inc		20.08			
		Flexibility					
	•	Gen Inc					
		Flexibility					
	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	21.65	23.00	24.35	25.70	27.05
		Gen Inc					
	01-Jan-06	Gen inc	22.74	24.16	25.58	27.00	28.42
Hydro Operators	Old						22.90
	Oldan-01	Gen Inc					23.36
	28-Sep-01	Flexibility					
	01-Jan-02						24.34
	01-Apr-02	-					
	01-Jan-03	Gen inc					25.59
	01-Apr-03	-					
	01-Jan-04						26.36
	01-Jan-05						27.02
	01-Jan-06	Gen Inc	22.18	23.56	24.94	26.32	27.70

			Α	В	С	D	E
Hydro Maintenance Supervisor	Old			27.66			
	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
	01-Jan-05	Gen Inc	30.15	32.04	33.93	35.82	37.71
	01-Jan-06	Gen Inc	30.93	32.86	34.79	36.72	38.65
Supervisors	Old		23 81	25.30	26 70	28 28	20 77
Mechanical Maintenance		Gen Inc					
Electrical Instrumentand Controls		Flexibility					
Chemical Control		Gen Inc					
Chemical Control		Flexibility					
		Gen inc					
		Flexibility					
		Gen Inc					
		Gen Inc					
		Gen Inc					
Planning Supervisor	Old		22 04	25.20	26.70	20.20	20.77
Flaming Supervisor	Old	Canina		25.30			
		Gen inc		25.81			
	•	Flexibility					
		Gen inc		26.78			
		Flexibility					
		Gen inc					
	•	Flexibility					
		Gen inc					
		Gen Inc Gen Inc					
	01-0411-00	Gen inc	20.40	30.10	31.90	33.14	35.52
Stores Supervisor	Old	_		23.24			
		Gen Inc		23.70			
		Flexibility					
		Gen Inc					
		Flexibility					
		Gen Inc					
		Flexibility					
	01-Jan-04			26.48			
	01-Jan-05	Gen Inc		27.14			
	01-Jan-06	Gen inc	26.18	27.82	29.46	31.10	32.74

			Α	В	С	D	E
General Maintenance Supervisor	Old 01-Jan-01 28-Sep-01 01-Jan-02 01-Apr-02 01-Jan-03 01-Apr-03 01-Jan-04 01-Jan-05	Flexibility Gen Inc Flexibility Gen Inc Flexibility Gen Inc Gen Inc	20.58 20.99 21.40 21.99 22.46 22.63 23.12 23.68	22.30 22.74 23.37 23.86 24.05 24.56 25.16	23.16 23.61 24.08 24.75 25.26 25.47 26.00 26.64	24.45 24.92 25.42 26.13 26.66 26.89 27.44 28.12	25.73 26.23 26.76 27.51 28.06 28.31 28.88 29.60
Materials Handling Foreman (Formerly Coal Foreman)	Old 01-Jan-01 01-Apr-01 28-Sep-01 Oldan-02 01-Apr-02 01-Jan-03 01-Jan-04 01-Jan-05 01-Jan-06	New Max Flexibility Gen Inc Flexibility Gen Inc Gen Inc	17.78 20.99 21.40 21.99 22.46 22.63 23.12 23.68	22.74 23.37 23.86 24.05 24.56 25.16	20.01 23.61 24.08 24.75 25.26 25.47 26.00 26.64	21.12 24.92 25.42 26.13 26.66 26.89 27.44 28.12	22.23 25.73 26.23 26.76 27.51 28.06 28.31 28.88 29.60
Senior Technicians	2000 Oldan-01 28-Sep-01 01-Jan-02 01-Apr-02 01-Jan-03 01-Apr-03 01-Jan-04 01-Jan-06	Gen Inc Flexibility Gen Inc Flexibility Gen Inc Gen Inc	21.81 22.66 23.11 23.74 24.21 24.42 24.87 25.53	24.08 24.56 25.22 25.72 25.94 26.43 27.12	25.19 25.50 26.01 26.70 27.23 27.46 27.99 28.71	26.46 26.92 27.46 28.18 28.74 28.98 29.55 30.30	27.84 28.34 28.91 29.66 30.25 30.50 31.11 31.89
Tech I	28-Sep-01 01-Jan-02 01-Apr-02 01-Jan-03 01-Apr-03	Flexibility Gen Inc Gen Inc	14.75 18.69 19.08 19.67 20.08 20.25 20.68 21.21	19.86 20.27 20.90 21.33 21.52 21.97 22.53	18.36 21.03 21.46 22.13 22.58 22.79 23.26 23.85	20.49 22.20 22.65 23.36 23.83 24.06 24.55 25.17	22.87 23.37 23.84 24.59 25.08 25.33 25.84 26.49

			Α	В	С	D	Ε
TechII	Old 01-Jan-01	Gen Inc				23.54 24.01	
		Flexibility					
	01-Jan-02	Gen Inc					
		Flexibility					
	•	Gen inc					
		Flexibility					
		Gen Inc					
		Gen Inc					
	01-Jan-06					28.25	
Planner	Old		19.40	21.38	22.42	23.54	24.70
Analyst Predictive Maintenance	01-Jan-01					24.01	
		Flexibility					
	01-Jan-02					24.89	
	•	Flexibility					
	01-Jan-03						
		Flexibility					
	01-Jan-04						
	Oldan-05						
	Oldan-06	Gen Inc	23.78	25.27	26.76	28.25	29.74
Senior Maintenance Tradeworker	Old						
	01-Jan-01						
		New Max					
		Flexibility					
		Gen Inc					
	•	Flexibility					
		Gen Inc					
		Adjustmen					
		Flexibility Gen Inc					
	01-Jan-04 01-Jan-05						
	01-Jan-05 01-Jan-06					28.35	
	v 1-van-06	Gen inc	23.08	20,37	20.00	۷٥.১٥	∠ÿ.0 4

			Α	В	С	D	E
Maintenance Planner	Old 01-Jan-01 28-Sep-01 01-Jan-02	Flexibility	18.81	19.98	21.15	22.32	23.49
Fitter Welder	Old 01-Jan-01 28-Sep-01 01-Jan-02	Flexibility	18.77	19.94	21.11	22.28	23.45
Fitters	Old 01-Jan-01	Gen Inc	17.05	18.11	19.18	20.24	20.89 21.31
Welders	Old 01-Jan-01	Gen inc	17.05	18.11	19.18	20.24	20.89 21.31
Electricians	Old 01-Jan-01	Gen Inc	17.05	18.11	19.18	20.24	20.89 21.31
MaintenanceTradeworker (Inc: Fitters, Welders, Electricians)	28-Sep-01	New Max Flexibility Gen Inc	18.02	19.14	20.26	21.38	22.50
Merge Maintenance Planner and Fitter-Welder Classifications on September 28, 2001 Freeze until April \$\ \textstyle 2002	01-Apr-02 01-Jan-03 01-Apr-03 01-Apr-03 01-Jan-04	Flexibility Gen Inc Adjustmen Flexibility Gen Inc	18.98 19.33 20.08 20.25 20.68	20.16 20.54 21.33 21.52 21.97	21.34 21.75 22.58 22.79 23.26	22.52 22.96 23.83 24.06 24.55	23.70 24.17 25.08 Tech I 25.33 Rate 25.84
		Gen Inc Gen Inc					
Utility Tradesworker	01-Jan-02 01-Apr-02 01-Jan-03 01-Apr-03	Flexibility	17.45 17.81 18.40 18.78 18.95	18.54 18.92 19.55 19.95 20.14	19.63 20.03 20.70 21.12 21.33	20.72 21.14 21.85 22.29 22.52	21.81 22.25 23.00 23.46 23.71

01-Jan-05 Gen Inc 19.83 21.07 22.31 23.55 24.79 01-Jan-06 Gen Inc 20.33 21.60 22.87 24.14 25.41

			Α	В	С	D	Ε
CSU Operators	Old 01-Jan-0 1	Gen Inc	15 64	16 62	17 60	18.57	19.17
		Flexibility					
	•	Gen Inc				19.43	
		Flexibility					
	•	Gen Inc					
		Flexibility					
	•	Gen Inc					
		Gen Inc					
		Gen Inc					
CSU Helper	Old						16.73
		Gen Inc					
	•	Flexibility					
		Gen Inc					
	•	Flexibility					
		Gen Inc					
	•	Flexibility					
		Gen Inc					
		Gen Inc					
	01-Jan-06	Gen Inc	10.50	17.59	10.02	19.00	20.00
Storeskeeper	· Old						17.97
		Gen Inc					
	•	Flexibility					
	01-Jan-02					18.25	
	•	Flexibility					
		Gen Inc				19.34	
		Flexibility					
		Gen inc					
		Gen Inc				20.47	
	01-Jan-06	Gen Inc	17.09	10.19	19.09	20.99	22.09
instrument Person	Old		13.80	14.80	15.93	16.76	17.57
Oiler	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
		Flexibility					
	01-Jan-03	Gen Inc				18.93	
		Flexibility					
	01-Jan-04	Gen Inc				19.55	
	01-Jan-05	Gen Inc				20.05	
	01-Jan-06	Gen Inc	17.31	18.39	19.47	20.55	21.63

			Α	В	С	D	Е
Equipment Operators	Old 01-Jan-01 28-Sep-01 01-Jan-02 01-Apr-02 01-Jan-03 01-Apr-03 01-Jan-04 01-Jan-05	Gen Inc Flexibility Gen Inc Flexibility Gen Inc	14.33 14.61 15.20 15.50 15.71 16.02 16.40	15.22 15.52 16.15 16.47 16.69 17.02 17.43	16.11 16.43 17.10 17.44 17.67 18.02 18.46	17.00 17.34 18.05 18.41 18.65 19.02 19.49	17.05 17.39 17.89 18.25 19.00 19.38 19.63 20.02 20.52 21.03
Coal Analyst Coal Handler Belledune	01-Jan-03	Gen Inc Flexibility Gen Inc Flexibility Gen Inc	14.75 15.44 15.75 16.38 16.71 16.88	15.67 16.41 16.74 17.40 17.75 17.94 18.30 18.78	16.67 17.38 17.73 18.42 18.79 19.00 19.38 19.88	17.72 18.35 18.72 19.44 19.83 20.06 20.46 20.98	19.71 20.46 20.87
Coal Handlers	Old 01-Jan-01 28-Sep-01 01-Jan-02 01-Apr-03 01-Jan-04 01-Jan-05 01-Jan-06	Gen Inc Flexibility	13.92 14.19 14.82 15.11	15.08 15.74 16.05 16.24 16.59 16.99	15.66 15.97 16.66 16.99 17.20 17.56 17.99	16.53 16.86 17.58 17.93 18.16 18.53 18.99	17.40 17.75 18.50 18.87 19.12 19.50

			Α	В	С	D	E
Utilityworkers	Old 01-Jan-01	Gen Inc	12.69	13.48	14.27	15.07	15.55 15.86
Tool Crib Attendant	Old 01-Jan-01	Gen Inc	12.57	13.35	14.14	14.92	5.40 5.71
Fitter Helper	Old 01-Jan-0 1	Gen Inc	12.48	13.26	14.04	14.82	5.29 5.60
Utilityworker (Inc: Utilityworker, Tool Crib Attendant, Fitter Helper)	28-Sep-01 01-Jan-02 01-Apr-02 01-Jan-03	Flexibility Gen Inc Flexibility Gen Inc Gen Inc	13.08 13.37 13.96 14.23 14.44 14.72 15.10	13.90 14.20 14.83 15.12 15.34 15.64 16.04	14.72 15.03 15.70 16.01 16.24 16.56 16.98	15.54 15.86 16.57 16.90 17.14 17.48 17.92	6.36 6.69 7.44 7.79
Senior Specialist	Old 01-Jan-01 28-Sep-01 01-Jan-02 01-Apr-02 01-Jan-03 01-Jan-04 01-Jan-05 01-Jan-06	Gen Inc Nothing Gen Inc Nothing Gen Inc Gen Inc	33.21 33.62 34.30 34.30 34.96 35.68 36.56	35.29 35.72 36.44 36.44 37.15 37.91 38.85	37.37 37.82 38.58 38.58 39.34 39.34 40.14 41.14	39.92 40.72 40.72 41.53 41.53 42.37 43.43	41.52
Geologist Coord MaintenancePlanning	Old 01-Jan-01 28-Sep-01 01-Jan-02 01-Apr-03 01-Apr-03 01-Jan-04 01-Jan-05 01-Jan-06	Gen Inc Nothing Gen Inc Nothing Gen Inc	26.56 26.98 27.49 27.49 28.06 28.06 28.60 29.33	28.22 28.66 29.21 29.21 29.81 29.81 30.39 31.16	29.88 30.34 30.93 30.93 31.56 31.56 32.18 32.99	31.54 32.02 32.65 32.65 33.31 33.31 33.97 34.82	32.55 33.20 33.70 34.37 35.06 35.06 35.76 36.65 37.57

			Α	В	С	D	E
Coord - Performance Test	Old		26.03	27.66	29 29	30 92	32 55
Coord - Inspection Programs	01-Jan-01	Gen Inc		28.22			
Coord - Technical Projects	28-Sep-01						
	01-Jan-02	•		29.21			
	01-Apr-02						
	01-Jan-03	_		29.81			
	01-Apr-03	Nothing	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
	01-Jan-05	Gen Inc		31.16			
	01-Jan-06	Gen inc	30.05	31.93	33.81	35.69	37.57
Technical Specialist	Old		23.81	25.30	26.79	28.28	29.80
	01-Jan-01	Gen Inc		25.81			
	28-Sep-01						
	01-Jan-02	•					
	01-Apr-02	Nothing	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-Apr-03	Nothing	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
	01-Jan-05			28.57			
	01-Jan-06	Gen Inc	27.57	29.29	31.01	32.73	34.45
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-Apr-02	Nothing	25.00	26.56	28.12	29.68	31.24
	01-Jan-03			27.10			
	01-Apr-03	_					
	01-Jan-04			27.62			
	01-Jan-05			28.31			
	01-Jan-06	Gen Inc	27.31	29.02	30.73	32.44	34.15
Senior CADD	Old			23.00			
	01-Jan-01			23.46			
		Flexibility					
	01-Jan-02	Gen Inc		24.56			
	01-Apr-02	Nothing		24.56			
	01-Jan-03	Gen Inc		25.08			
	01-Apr-03	Nothing		25.08			
	01-Jan-04	Gen Inc		25.58			
	01-Jan-05	Gen Inc		26.21			
	Oldan-06	Gen Inc	25.28	26.86	28.44	30.02	31.60

			Α	В	С	D	E
Drawing Checker	Old 01-Jan-01 28-Sep-01 01-Jan-02 01-Apr-02 01-Jan-03 01-Jan-04 01-Jan-05 01-Jan-06	Gen Inc Flexibility Gen Inc Nothing Gen Inc Gen Inc Gen Inc Gen Inc	20.75 21. 56 22.02 22.02 22.45 22.45 22.89 23.45	21.67 22.10 22.91 23.39 23.39 23.85 23.85 24.32 24.92 25.56	23.62 24.26 24.76 25.25 25.25 25.75 26.39	25.19 25.61 26.13 26.65 26.65 27.18 27.86	26.46 26.96 27.50 27.50 28.05 28.05 28.61 29.33
Technical Assistant I	Old 01-Jan-01 28-Sep-01 01-Jan-02 01-Apr-02 01-Jan-03 01-Jan-04 01-Jan-05 01-Jan-06	Gen Inc Nothing Gen Inc Nothing Gen Inc Gen Inc	19.79 20.57 20.96 20.96 21.36 21.82 22.34	21.38 21.81 21.85 22.27 22.27 22.70 22.70 23.18 23.74 24.35	22.87 23.13 23.58 23.58 24.04 24.04 24.54 25.14	24.01 24.41 24.89 24.89 25.38 25.38 25.90 26.54	25.19 25.69 26.20 26.20 26.72 26.72 27.26 27.94
Technical Assistant II	Old 01-Jan-01 28-Sep-01 01-Jan-02 01-Apr-03 01-Jan-04 01-Jan-05 01-Jan-05	Gen Inc Nothing Gen Inc Nothing Gen Inc	21.81 22.66 23.11 23.11 23.61 24.08 24.67	24.56 24.56 25.08 25.08 25.58	25.19 25.50 26.01 26.01 26.55 26.55 27.08 27.75	26.46 26.92 27.46 27.46 28.02 28.02 28.58 29.29	27.84 28.34 28.91 28.91 29.49 29.49 30.08 30.83
CADD Technician I	Old 01-Jan-01 28-Sep-01 01-Jan-02 01-Jan-04 01-Jan-05 01-Jan-06	Flexibility Gen Inc Gen Inc Gen Inc	14.75 18.69 19.08 19.44 19.85 20.35	16.13 16.45 19.86 20.27 20.66 21.09 21.62 22.17	18.36 21.03 21.46 21.88 22.33 22.89	20.49 22.20 22.65 23.10 23.57 24.16	22.87 23.37 23.84 24.32 24.81 25.43

			Α	В	С	D	E
CADD Technician II	Old 01 Jan-01 28-Sep-01 01 Jan-02 01 Jan-04 01 Jan-05 01 Jan-06	Flexibility Gen Inc Gen Inc Gen Inc Gen Inc	19.79 20.57 20.96 21.36 21.82 22.34	21.81 21.85 22.27 22.70 23.18 23.74	22.87 23.13 23.58 24.04 24.54 25.14	24.89 25.38 25.90 26.54	25.19 25.69 26.20 26.72 27.26 27.94
ASRV	Old 01-Jan-01 28-Sep-01 01-Jan-02 01-Jan-03 01-Jan-04 01-Jan-05	Gen inc Gen inc Gen inc	18.53 18.63 19.02 19.42 19.79 20.29	19.46 19.80 20.21 20.63 21.03 21.56	20.41 20.97 21.40 21.84 22.27 22.83	21.08 21.50 22.14 22.59 23.05 23.51 24.10 24.71	22.81 23.31 23.78 24.26 24.75 25.37
ASR IV	Old 01 Jan-01 28 Sep-01 01 Jan-02 01 Jan-03 01 Jan-04 01 Jan-05 01 Jan-06	Flexibility Gen Inc Gen Inc Gen Inc Gen Inc	16.99 17.21 17.52 17.88 18.25 18.70	18.01 18.28 18.62 19.00 19.39 19.87	19.12 19.35 19.72 20.12 20.53 21.04	19.71 20.10 20.42 20.82 21.24 21.67 22.21 22.77	20.99 21.49 21.92 22.36 22.81 23.38
ASR III	01-Jan-02 01-Jan-03	Flexibility Gen Inc Gen Inc Gen Inc Gen Inc	13.26 14.17 14.44 14.72 15.01 15.40	14.43 15.05 15.34 15.64 15.95 16.36	15.30 15.93 16.24 16.56 16.89 17.32	17.14 17.48 17.83 18.28	17.19 17.69 18.04 18.40 18.77
ASR II	Old 01-Jan-01 28-Sep-01 01-Jan-02 01-Jan-03 01-Jan-04 01-Jan-05	Flexibility Gen Inc Gen Inc Gen Inc Gen Inc	9.78 12.22 12.45 12.72 12.96 13.29	10.98 12.98 13.23 13.51 13.77 14.12	12.27 13.74 14.01 14.30 14.58 14.95	14.50 14.79 15.09	14.76 15.26 15.57 15.88 16.20 16.61

			Α	В	С	D	E
Senior Security Guard	Old 01-Jan-01 28-Sep-01 01-Jan-02 01-Jan-03 01-Jan-04 01-Jan-05 01-Jan-06	Flexibility Gen Inc Gen Inc Gen Inc Gen Inc	15.84 16.24 16.57 16.91 17.25 17.67	16.43 16.76 17.26 17.61 17.97 18.33 18.78 19.27	17.73 18.28 18.65 19.03 19.41 19.89	18.74 19.30 19.69 20.09 20.49 21.00	19.82 20.32 20.73 21.15 21.57 22.11
Security Guard	Old 01-Jan-01 28-Sep-01 Oldan-02 01-Jan-03 01-Jan-04 01-Jan-05 01-Jan-06	Gen Inc Gen Inc Gen Inc Gen Inc	14.99 15.40 15.71 16.02 16.34 16.73	15.53 15.84 16.36 16.69 17.02 17.36 17.78 18.24	16.76 17.32 17.67 18.02 18.38 18.83	17.73 18.28 18.65 19.02 19.40 19.88	18.74 19.24 19.63 20.02 20.42 20.93
Anlst EnvironmentalChemical	01-Jan-02 01-Jan-03 01Jan44	Flexibility Gen Inc Gen Inc Gen Inc Gen Inc	26.55 26.98 27.49 28.06 28.60 29.33	28.66 29.21 29.81 30.39	29.88 30.34 30.93 31.56 32.18 32.99	31.54 32.02 32.65 33.31 33.97 34.82	33.20 33.70 34.37 35.06 35.76 36.65
Buyer Generation	01-Jan-02 01-Apr-02 01-Jan-03 01-Apr-03 01-Jan-04 01-Jan-05	Gen Inc Flexibility Gen Inc Flexibility Gen Inc Gen Inc Gen Inc	19.84 20.24 20.67 21.67 21.88 22.31 22.89	21.08 21.51 21.96 22.59 23.03 23.25 23.71 24.32	22.33 22.78 23.25 23.92 24.39 24.62 25.11 25.75	23.57 24.05 24.54 25.25 25.75 25.99 26.51 27.18	25.32 25.83 26.58 27.11 27.36 27.91 28.61
Coord Work Meth, Safety & Training Change rate to that of Mech, El&C, Chem Supervisor Coordinator Operations Occupational Health Nurse	Old 01-Jan-01 01-Jan-01 28-Sep-01 01-Jan-02 01-Jan-04 01-Jan-05 01-Jan-06	Gen Inc Flexibility Gen Inc Gen Inc Gen Inc	23.81 24.29 24.71 25.21 25.68 26.20	25.30 25.81 26.25 26.78 27.29 27.84 3 28.54	26.79 27.39 27.79 28.35 28.90 29.48 30.22	28.28 3 28.85 3 29.33 5 29.92 3 30.51 3 31.12	30.37

			Α	В	С	D	E
Engineer V	Old		28.61	30.40	32.19	33.98	35.77
(Engineer Electrical Plant Region)	01-Jan-01	Gen Inc	29.18	31.01	32.83	34,66	36.49
Spec Chemistry	28-Sep-01		29.59	31.44	33.29	35.14	36.99
Spec Inspection	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
	01-Jan-05			34.21			
	01-Jan-06	Gen Inc	33.01	35.07	37.13	39.19	41.25
Senior Engineer I	Old			32.35			
	01-Jan-01	Gen Inc		33.00			
	•	Flexibility					
	01-Jan-02	Gen Inc		34.09			
	01-Jan-03			34.77			
	01-Jan-04			35.47			
	01-Jan-05			36,36			
	01-Jan-06	Gen Inc	35.09	37.28	39.47	41.66	43.85
Eng Sr Corporate Modelling	Old			34.60			
Eng Sr Hydraulic	01-Jan-01						41.52
	•	Flexibility					
	01-Jan-02	Gen Inc		36.44			
	01-Jan-03						43.72
	01-Jan-04			37.91			
	01-Jan-05						45.72
	01-Jan-06	Gen Inc	37.50	39.84	42.18	44.52	46.86
Industrial Hygenist	Old			30.40			
	01-Jan-01			31.01			
		Flexibility					
	01-Jan-02	Gen Inc		32.06			
	01-Jan-03			32.73			
	01-Jan-04						39.26
	01-Jan-05						40.24
	01-Jan-06	Gen Inc	33.01	35.07	37.13	39.19	41.25
Labourer	Old	•	44.00	10.00	40.44	40.01	14.28
	01-Jan-01	Gen inc		12.38			
	28-Sep-01	•		12.82			
	01-Jan-02	Gen Inc		13.06			
	01-Jan-03	Gen Inc		13.34			
	01-Jan-04	Gen inc		13.59			
	01-Jan-05	Gen Inc		13.93			
	01-Jan-06	Gen Inc	13.44	14.28	15.12	15,96	16.80

Engineer Envir Regulatory Specialist	Old 01-Jan-01 28-Sep-01 01-Jan-02 01-Jan-04 01-Jan-05 01-Jan-05	Gen Inc Flexibility Gen Inc Gen Inc Gen Inc Gen Inc	A 16.73 17.05 17.31 17.66 18.03 18.41 18.88	B 18.71 19.06 19.35 19.74 20.15 20.57 21.09 21.61	C 20.69 21.08 21.83 22.28 22.74 23.90 23.90	D 22.66 23.10 23.45 23.45 23.45 24.41 24.91 25.54 26.17	E 24.64 25.12 25.50 26.01 26.54 27.77 28.46 28.46 28.46	E 26.62 27.14 27.14 27.55 28.10 28.67 29.25 29.25 30.73	G 28.60 29.16 29.60 30.19 30.80 32.21 33.21	H 30.57 31.18 31.65 32.28 32.93 33.59 34.43	22.55 33.20 33.70 34.37 35.06 35.76 35.76	
Apprentice Operators	Old 01-Jan-01 01-Jan-02 01-Jan-04 01-Jan-05 01-Jan-05	Gen Inc Gen Inc Gen Inc Gen Inc Gen Inc	1-6 11.52 11.75 11.99 12.23 12.48 14.14 14.50	2-6 12.38 12.63 12.88 13.14 13.40 15.02	3-6 13.29 13.56 13.83 14.11 14.39 15.90	4-6 14.16 14.73 15.03 15.33 16.78 17.20	5-6 15.91 16.23 16.89 17.23 17.23 17.66	6-6 16.80 17.14 17.48 17.83 18.19 18.55	7-6 17.70 18.05 18.41 18.78 19.16 19.54	8-6 18.57 19.32 19.71 20.10 20.60 21.12		
Appreorite Maint Tradesworkers	Old 01-Jan-01 01-Jan-02 01-Jan-03 01-Jan-05 01-Jan-05	Gen Inc Gen Inc Gen Inc Gen Inc Gen Inc	10.94 11.16 11.38 11.61 11.84 13.51	11.80 12.04 12.28 12.53 12.78 14.36	12.65 12.90 13.16 13.42 13.69 15.21	13.53 13.80 14.08 14.65 16.06	15.24 15.55 15.86 16.18 16.50 16.91	16.17 16.49 16.82 17.16 17.50 17.85 18.21	16.97 17.31 17.66 18.01 18.37 18.74	17.86 18.22 18.59 18.96 19.34 19.82 20.32		
Apprentice Hydro Operators	O Id 01-Ja m01 01-Ja m02 01-Ja m04 01-Ja m05 01-Ja m05	Gen Inc Gen Inc Gen Inc Gen Inc Gen Inc	10.89 11.11 11.33 11.56 11.79 14.14	12.17 12.41 12.66 12.91 13.17 15.02	13.41 13.68 13.95 14.23 14.52 15.90	14.67 14.96 15.26 15.57 15.88 16.78	15.91 16.23 16.89 17.23 17.66 18.10	17.18 17.52 17.87 18.23 18.60 19.07				

Acct Fixed Assets	16-Dec-04 17-Dec-04 Flex to Max 01-Jan-05 Gen Inc 01-Jan-06 Gen Inc	Minimum 27.11 27.11 27.79 28.48	Maximum 33.88 34.38 35.24 36.12
Acct Jr. Genco H.O.	16-Dec-04	21.31	26.63
	17-Dec-04 Flex to Max	21.31	27.13
	01-Jan-05 Gen Inc	21.84	27.81
	01-Jan-06 Gen Inc	22.39	28.50
Acct Jr. Genco Field	16-Dec-04	19.31	24.14
	17-Dec-04 Flex to Max	19.31	24.64
	01-Jan-05 Gen Inc	19.79	25.26
	01-Jan-06 Gen Inc	20.29	25.89
Acct Regional	16-Dec-04	24.56	30.71
	17-Dec-04 Flex to Max	24.56	31.21
	01-Jan-05 Gen Inc	25.17	31.99
	01-Jan-06 Gen Inc	25.80	32.79
Admin Fuel Contracts	16-Dec-04	27.11	33.88
	17-Dec-04 Flex to Max	27.11	34.38
	01-Jan-05 Gen Inc	27.79	35.24
	01-Jan-06 Gen Inc	28.48	36.12
Admin Vendor Performance	16-Dec-04	22.98	28.72
	17-Dec-04 Flex to Max	22.98	29.22
	01-Jan-05 Gen Inc	23.56	29.95
	01-Jan-06 Gen Inc	24.14	30.70
Analyst Business	16-Dec-04	22.98	28.72
	17-Dec-04 Flex to Max	22.98	29.22
	01-Jan-05 Gen Inc	23.56	29.95
	01-Jan-06 Gen Inc	24.14	30.70
Analyst Fuel Cost	16-Dec-04	22.98	28.72
	17-Dec-04 Flex to Max	22.98	29.22
	01-Jan-05 Gen Inc	23.56	29.95
	01-Jan-06 Gen Inc	24.14	30.70
Analyst Market	16-Dec-04	27.11	33.88
	17-Dec-04 Flex to Max	27.11	34.38
	01-Jan-05 Gen Inc	27.79	35.24
	01-Jan-06 Gen Inc	28.48	36.12

Asst Controller Generation	16-Dec-04	29.64	37.05
	17-Dec-04 Flex to Max	29.64	37.55
	01-Jan-05 Gen Inc	30.38	38.49
	01-Jan-06 Gen Inc	31.14	39.45
Buyer H.O	16-Dec-04	21.31	26.63
	17-Dec-04 Flex to Max	21.31	27.13
	01-Jan-05 Gen Inc	21.84	27.81
	01-Jan-06 Gen Inc	22.39	28.50
Buyer Contracts	16-Dec-04	22.98	28.72
	17-Dec-04 Flex to Max	22.98	29.22
	01-Jan-05 Gen Inc	23.56	29.95
	01-Jan-06 Gen Inc	24.14	30.70
BuyerSr	16-Dec-04	27.11	33.88
	17-Dec-04 Flex to Max	27.11	34.38
	01-Jan-05 Gen Inc	27.79	35.24
	01-Jan-06 Gen Inc	28.48	36.12
Coord Load Forecast & Resource	16-Dec-04	32.57	40.71
	17-Dec-04 Flex to Max	32.57	41.21
	01-Jan-05 Gen Inc	33.39	42.24
	01-Jan-06 Gen Inc	34.22	43.30
Co-ord Technical Training	16-Dec-04	29.64	37.05
	17-Dec-04 Flex to Max	29.64	37.55
	01-Jan-05 Gen Inc	30.38	38.49
	01-Jan-06 Gen Inc	31.14	39.45
Developer Sr. Contracts	16-Dec-04	29.64	37.05
	17-Dec-04 Flex to Max	29.64	37.55
	01-Jan-05 Gen Inc	30.38	38.49
	01-Jan-06 Gen Inc	31.14	39.45
Prof. Inf. Tech. I-IV	16-Dec-04	29.64	37.04
	17-Dec-04 Flex to Max	29.64	37.54
	01-Jan-05 Gen Inc	30.38	38.48
	01-Jan-06 Gen Inc	31.14	39.44
Prof. Info. Tech. V	16-Dec-04	32.57	40.71
	17-Dec-04 Flex to Max	32.57	41.21
	01-Jan-05 Gen Inc	33.39	42.24
	01-Jan-06 Gen Inc	34.22	43.30
Planner Supply Field	16-Dec-04	24.87	31.12
	17-Dec-04 Flex to Max	24.87	31.62
	01-Jan-05 Gen Inc	25.49	32.41
	01-Jan-06 Gen Inc	26.13	33.22

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Production Generation

October 25, 2004

Mr. B. Wade Greenlaw Business Manager I.B.E.W., Local 37 138 Neill Street Fredericton, N.B. E3A 2Z6

Dear Wade:

RE: Tentative Agreement to Extend the Generation Conventional Group Collective Agreement

NB Power Generation has provided I.B.E.W., Local 37 with the terms and conditions for a contract extension to the Generation Conventional Group collective agreement in a tentative agreement document dated October 21, 2004. In article four of this document reference is made to the parties agreement to continue to resolve issues through discussion and letters of agreement, as appropriate. In particular; the parties have identified the following issues for further discussion:

- Variance
- Emergency Response Team
- Leave for Family Related Responsibilities
- Normal Hours Full Shift Assignment
- Banking of Overtime
- Recognition for Certified Techs

Following ratification of the tentative agreement, we need to arrange to meet and discuss an appropriate process to address these issues.

Yours truly,

Vendy Piercy
Wendy Piercy

Manager Labour Relations NB Power, Generation

c.c. J. Doucett

B. Brown

P. Landry



July 28, 2003

Mr. Wade Greenlaw Business Manager I.B.E.W., Local 37 138 Neill Street Fredericton, N. B. E3A 2Z6

Dear Wade:

Re: Seniority for Temporary Employees

Article 17 in each of the collective agreements provides that temporary employees have no seniority rights outside of the areas where they have worked (either by plant, region, headquarters or immediate work area, depending on the collective agreement). While this language has been applied to limit the application of seniority rights for temporary employees for the purposes of layoffs, bumping and rehiring, I do not believe it has been used in job bids. In a job bid, we have permitted temporary employees to use their seniority in the bid process, even if the bid is for a position outside of their plant, region, headquarters or immediate work area.

As discussed during our meeting today, we have agreed that this is the appropriate application of seniority rights for temporary employees. So for clarification purposes, this letter confirms our agreement that the articles in the collective agreements limiting the application of seniority rights for temporary employees (articles 17.01 (e)in Transmission, 17.01 (d) in Generation Nuclear, 17.05 (a)in Generation Conventional and 17.01 (e)in Customer Service), will not apply for job bids under the collective agreements.

Please signify your agreement by signing as indicated below.

Yours truly,

Susan A. Currie

Director, Labour Relations

Wade Greenlaw Business Manager

cc A. Allen

J. Doucett

S. Desrosiers

F. Ouellette

L. Aube



November 25, 2002

Mr. Wade Greenlaw Business Manager IBEW, Local 37 138 Neill Street Fredericton, NB E3A 2Z6

Dear Wade:

Re: Payment of Time and Expenses to attend Corporate Health & Safety Meetings

Further to discussions relative to the payment of time and expenses to attend Corporate Health & Safety Committee meetings, NB Power and I.B.E.W., Local 37 agree that NB Power will pay the salaries, excluding any overtime, and expenses for three designated employee representatives or their alternates to attend regular Corporate Health & Safety Meetings. Time is to be coded at PDP – Code 70 with a notation that they were attending this meeting. Expenses are to be submitted on an expense claim. If an alternate for an employee representative is an employee of I.B.E.W., or if an alternate is replacing a union representative (normally the Business Manager, Assistant Business Manager, Business Agent), the Union will cover the time and expenses.

Please signify your agreement as indicated below.

Sincerely,

C. Murray

Sr. Labour Relations Officer

Wade Greenlaw

Business Manager, Local 37

cc: J. Steen

A. Allen

K. Roherty

J. Doucett

S. Desrosiers



P. O. Box 2000 / C.P. 2000 515 King Street / 515, rue King Fredericton, N-B Canada E3B 4X1

November 4, 2002

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

Dear Ross:

RE: Generation Conventional -- Alternative Hours of Work

Article 9.07 b) of the collective agreement allows for local agreements for groups of employees. In subsequent rounds of negotiations with the other business units, the parties agreed to provide an opportunity for local agreements for flexible hours of work for either groups or individual employees with a set schedule or a schedule that may change from week to week. We have agreed to provide for the same type of local agreements for the Generation Conventional bargaining unit.

As a result, article 9.07 b) of the collective agreement will be replaced with the following:

9.07 Alternative Hours of Work

Local management, individuals or groups of employees may propose an altered hours of work arrangement which, if accepted by management and the individual or 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) Where the agreement **is** for a regular schedule of altered hours, the hours of work will be confirmed in a letter of agreement which will contain a provision allowing local management, **the** individual or the group of employees (by majority vote) to revert to normal hours as defined in the collective agreement with thirty (30) days notice;
- ii) 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. When hours of work are altered, the provisions of article 9.06 do not apply and shift differential will not be paid;

- iii) An employee who has completed their normal work week (i.e., 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;
- iv) Where the agreement is for a schedule that may change from week to week, the process for scheduling hours of work will be as per section (v) below and will be confirmed in a letter of agreement which will contain a provision allowing local management, the individual 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;
- v) 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) in accordance with sections (ii) and (iii) above;

Please signify your agreement by signing as indicated below.

Yours truly,

Susan . Currie Director, Labour Relations

Ross Galbraith

Assistant Business Manager

Rm & Bellia

cc J. Doucett

P.O. Box 2000 / C.P. 2000 515 King Street / 515, rue King Fredericton, N-B Canada E3B 4X1

Mr. Ross Galbraith Assistant Business Manager I.B.E.W., Local 37 138 Neill Street Fredericton, N. B. E3A 2.76

Dear Ross:

RE: <u>CSU Operators - Clarification of "Ship Unloading Activity"</u>

Further to the discussion that has taken place between local management, the Union and the CSU Operators at Belledune G. S., the following is a clarification of what is meant by "ship unloading activity" in article 9.03 c) of the collective agreement:

- 1). When the ship is tied up within the scheduled shift, the entire shift will be considered ship activity.
- 2) If the ship does not arrive during the scheduled shift, any hours worked shall be considered overtime.
- 3) If the ship is scheduled to arrive early in a scheduled shift, and prepwork (such as starting conveyors, etc.), requires work previous to that shift, it will be at the foreman's discretion whether the scheduled crew will be brought in early or the other shift is brought in for a short shift. In either case the additional hours will be considered overtime.
- 4) During December, January & February, ship activity will stop 3 hours after the CSU is in the cradle. All other months, ship activity stops as soon as the CSU is in the cradle.
- 5) When ship unloading stops due to a mechanical failure, the first two hours after the failure will be considered ship activity, all hours worked following the first two will be considered overtime until unloading restarts.

Please signify your agreement as indicated below.

Yours truly,

Susan A. Currie

Director, Labour Relations

Ross Galbraith

Assistant Business Manager, Local 37



December 8, 2004

Production Generation

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

Dear Wade:

RE: Continuation of Letters of Agreement for Individual Employees

While reviewing letters of agreement to include with the extension of the collective agreement, we determined that there are a number of letters that affect individuals that should be continued during the life of this agreement.

While these letters will not be included in the printed copy of the contact extension agreement for reasons of confidentiality, the parties have agreed that they remain in effect. Local 37 and the Employer have signed a letter of agreement to that effect with a copies of the letters attached.

Please signify your agreement by signing as indicated below.

Yours truly,

Manager Labour Relations

NB Power Generation

Business Manager

I.B.E.W., Local 37



February 3, 2004

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

Dear Ross:

RE: Varied Hours of Work - Statutory Holidays

As you are aware, we have had a number of conversations about varied hours and the appropriate treatment of time on a statutory holiday. Recently we met with Jill Doucett and came to the conclusion that there was a legitimate misunderstanding between the parties as to what was intended by that language in the collective agreement.

In article 9.08 (i), we agreed that within the limits of the workweek (excluding Saturday, Sunday & Statutory holidays), the corporation may vary 8 hours of work per day per employee. For statutory holidays, the Employer's negotiating team understood that we were agreeing that we would not vary the 8 hours of "normal" time that was scheduled for the holiday. The Union team believed they were agreeing that we would also not be able to vary the "normal hours" in the day scheduled before or after a holiday into the 24 hour period of the holiday. For example, if Remembrance Day is a Wednesday, the Employer team understood that we couldn't vary the 8 hours scheduled on that Wednesday. However, the Union team also understood that we couldn't vary Tuesday or Thursday's time into Wednesday morning or evening.

Jill and I have discussed this issue with her management team and felt that perhaps the best thing to do would be to put a letter in place with the Union, in which we set out the positions of both parties and address our differences during the next set of negotiations. In the meantime, on a "without prejudice" basis we would not vary the 8 hours of "normal" time scheduled on a statutory holiday and we would not vary "normal" hours from the preceding or following days into the 24-hour period of a statutory holiday. Both parties agree that the Employer making this commitment will not prejudice its position during the collective bargaining process.

Please signify your agreement by signing as indicated below.

Yours truly,

Susan A. Currie Director, Labour Relations

Assistant Business Manager

cc J. Doucett

Leadership team



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

May 26, 2000

Mr. John E. Cole Business Manager I.B.E.W., Local 37 138 Neill Street Fredericton, N. B. E3B 4X1

Dear Mr. Cole:

RE: Regrading Salaries during Reorganizations

Under article 8.01 of the collective agreements, there is a process established to freeze and regrade salaries when employees move to a lower rated position. However, there is a potential conflict with the provisions of article 8.02 of the agreements when the position the employee is moving into requires a training period or an apprenticeship program. Article 8.02 indicates that the employee would have to complete the required training/certification before being able to proceed to certain levels in the salary structure; which implies that if their salary is regraded, it should be to a step or rate below the level that a qualified employee could achieve.

Further to our discussions, the Parties have agreed to the following, to resolve this apparent conflict. When as a result of a reorganization, an employee is assigned to a position with a lower salary than his current position, the provisions in the collective agreement will be followed regarding the period of freezing and regrading, if necessary. If the position is one that requires an apprenticeship or training program, the salary to which the employee will be regraded will be the step or rate that can be reached by a qualified employee. They will not be reduced to a step or rate that is equivalent to their actual level of qualification.

For example, an employee who is reassigned to a lineworker position, whose salary is equal to or above the lineworker year II rate, will have their salary frozen at or reduced to the lineworker year II rate, not to an apprenticeship rate. This agreement will also apply to employees who were reassigned during the Generation reorganization in June, 1999. Please signify your agreement to this settlement by signing as indicated below.

-34/

Yours truly

Chief Labour Relations Officer

Business Manager, Local 37

cc: F. Ouellette K. Roherty
J. Doucett S. Desrosiers

P.O. Box 2000 / C.P. 2000 515 King Street / 515, The King Fredericton, N-B Canada E3B 4X1

February 13, 2002

Mr. John E. Cole Business Manager I.B.E.W., Local 37 138 Neill Street Fredericton, N. B. E3A 2Z6

Dear John:

RE: <u>Progression - Operators Power Engineering/3rd Class License</u>

The former Operational Non-Supervisory group collective agreement indicated that there would be no further appointments to the classification of Thermal Engineer 3rd Class. Under the current collective agreement for the Generation Conventional Operational group, there are no restrictions on the hiring of individuals with a third class certification. However, the parties have agreed that individuals who are graduates of a Power Engineering program, with a third class license, who are hired as Regular employees in the Operator classification, will be subject to the following conditions:

- they will be hired at step "C" of the Operator's salary range;
- as a condition of employment, individuals hired for regular positions will be required to achieve the second class certification within two years of indenture in the apprenticeship program. Failure to obtain the second class certification will result in termination of employment. Regular employees will be allowed to progress to step "D" of the range, however, they will not progress to step "E" of the range until they obtain their second class certification.

If you have any questions, please give me a call. Please signify your agreement as indicated below.

Yours trul

Director, Labour Relations

Business Manager, Local 37

J. Doucett C. Clark
F. Ouellette R. Pelletier



November 13, 2001

Mr. John E. Cole Business Manager I.B.E.W., Local 37 138 Neill Street Fredericton, NB E3A 2Z6

Dear Mr. Cole:

RE: Future Changes to Workers Compensation Legislation

In the Technical and Operational Non- Supervisory group agreements, reference is made in article 14.02 (d) to potential future changes to the Workers' Compensation Act. It came to our attention during negotiations with the Customer Service Operational group that this language had not been included in the Generation Conventional Operational group agreement.

As this was an oversight, the Parties agreed to sign this letter of agreement to acknowledge that if there are changes to the Workers' Compensation Act subsequent to the signing of any of the new collective agreements, allowing additional top-up of benefits above the level set out today and/or reinstating the first 3 days of benefits, without penalty to the Employer, the collective agreements will be amended to reflect those changes to the Act.

Please signify your agreement as indicated below.

Yours truly,

Susan A. Currie

Director, Labour Relations

-John E. Cole

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

cc: F. Ouellette

K. Roherty

S. Desrosiers

I. Doucett

A. Allen



Énergie NB Power

August 16, 2002

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

Dear Ross:

RE: Extension of Rehiring Rights for Employees on Maternity/Parental Leave

Article 17 of the collective agreements provides preference for rehiring employees for a 12-month period following their release from employment (with certain conditions, as specified in the collective agreement). Part of that agreement is that if an employee refuses an offer of re-employment, they will have no further entitlement to the benefits of this provision. Temporary employees who go on maternity leave and parental leave, and whose term of employment expires during that leave, may be negatively affected by these provisions.

As you are aware, the implementation of extended parental leave has created the potential for an employee to take a year's leave of absence when combined with maternity leave. If an employee took advantage of their full maternity and parental leave before being available to return to work, their 12-month period of preference for rehiring would have expired. Therefore, this letter of agreement will amend the language of article 17 of the collective agreements to extend the rehiring entitlement for temporary employees whose term of employment expires during their maternity/parental leave. In these cases, the period of rehiring will begin, not on the day that they would have been released from employment, but one year after they begin their maternity leave. If the employee wishes to be considered for rehiring prior to the end of their maternity/parental leave, they can advise the Employment department that they are available for work and the one-year period of preference for rehiring will begin when they provide that notice.

If you have any questions, please give me a call. Please signify your agreement as indicated below.

Yours truly,

Susan A. Currie

Director, Labour Relations

Ross Galbraith

Asst. Business Manager, Local 37

cc P. Theriault

H. R. Managers

F. Ouellette

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

July 21, 2000

Mr. John E. Cole Business Manager I.B.E.W., Local 37 138 Neill Street Fredericton, N. B. E3A 2Z6

Dear John:

RE: Temporary Employees/Internal Job Competitions

Further to our meeting on July 17th, we discussed the issue of whether temporary employees who have completed their terms of employment could be allowed to compete on internal job competitions. The Staffing By-laws do not include these individuals as "employees" for the purposes of internal competitions. However, I recognize that under the Collective Agreements, these individuals do retain seniority rights (recall, consideration or preference for rehiring) for a period of one year after their term of employment is completed.

As a result, under the provisions of article 6.09 of the Staffing By-laws, NB Power is prepared to agree that for the period while these former employees retain these rights under the Collective Agreement, they will be eligible to compete in internal competitions as if they were employees of the Corporation.

Should you have any further concerns relative to the above, please feel free to contact either Karen Stafford or myself.

Yours truly,

Paul H. Theriault

Vice President

Human Resources & Administration

cc K. Stafford

S. Currie



Production Generation

December 20, 2004

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

Dear Ross:

RE: Generation Operational Group Collective Agreement – French Translation

Subsequent to the signing of the collective agreement, it was discovered that we inadvertently left out the section in the union recognition article, Article 2 of the Generation Operational Group collective agreement dealing with discrepancies between the original English contract and the French translation of the collective agreement.

As this was an oversight, the Parties agreed to sign this letter of agreement to acknowledge that the article d the agreement should have included the following:

"The Corporation shall have printed a sufficient number of English and French copies of this collective agreement **so** that each employee in the bargaining unit may have a copy in the language of their choice. It is understood, however, that whenever a question of interpretation or application of this agreement arises, the English version shall prevail."

Please signify your agreement as indicated below.

Signed this 2004 day of Williams 12004.

Manager Labour Relations Officer

NB Power Generation

Ross Galbraith

Assistant Business Manager

I.B.E.W., Local 37



Production Generation

December 20, 2004

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

Dear Ross:

RE: Article 9.03 - Normal Hours - Full Shift Assignment

Article 9.03 of the Generation Operational Group collective agreement defines the normal hours **of** work for full shift assignment. Subsequent to the signing of the collective agreement, it came to our attention that the language in the hours of work for shift employees dealing with elections had inadvertently been left out.

As this was an oversight, the Parties agreed to sign this letter of agreement to acknowledge that the article of the agreement should have included the following:

"On the day of an election, the parties shall seek ways to maintain the twelve hour schedule in effect without imposing additional cost to NB Power. For example, day crew employees taking advantage of advance **polls**. If necessary, the twelve hour schedule will be suspended temporarily and employees will revert to an eight hour shift schedule."

Please signify your agreement as indicated below.

Signed this 2001 day of Worlinger. 2004.

Wendy Piercy (\ Manager Labour Relations Officer

NB Power Generation

Assistant Business Manager

I.B.E.W., Local 37