

**ORIGINAL**

**AGREEMENT**

**BETWEEN**

**NEW BRUNSWICK POWER GENERATION CORPORATION**

**AND**

**LOCAL a7**

**OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**A.F. OFL., C.I.O. - C.L.C.**

**GENERATION OPERATIONAL GROUP**

**JANUARY 1, 2007 - DECEMBER 31, 2011**

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THIS AGREEMENT, made in duplicate this 15<sup>th</sup> day of February, 2007.

BETWEEN:

THE NEW BRUNSWICK POWER GENERATION 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  
**Electricity Act, SNB 2003, Chapter E-4.6** as amended) is generating 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 of electrical energy for 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 Corporation, 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 Operational bargaining unit to whom New Brunswick Certification Order Number PS-013-04 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. The wages, hours of work and conditions of employment for new classifications created within the bargaining unit and the wages for existing classifications, where a significant increase in responsibilities results from an expansion of assigned duties, shall be established only after discussion with the Union and shall become part 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) Shop 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 (5) 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 (5) 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 (6) 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.

**2.08 Collective Agreements**

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.

## ARTICLE III

### RIGHTS 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 the Corporation's 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 EMPLOYEE

**5.01** In this Agreement

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

**5.01 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.

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

**5.01 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.

**5.01 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.

**5.01 f)** "Part-time Employee" means a person described in sub-section (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) six (6) months for any documentation of verbal discussions of disciplinary matters,
- ii) twelve (12) months for formal written documentation of a disciplinary transaction,
- iii) twenty-four (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 three (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:

i) January 1, 2007 adjust the top step of the following classifications:

|                           |                             |
|---------------------------|-----------------------------|
| Maintenance tradesworker: | two percent (2.0%) increase |
| Utility tradesworker:     | one percent (1.0%) increase |
| Utilityworker:            | one percent (1.0%) increase |

ii) January 1, 2007: three percent (3.0%) general wage increase to the top step of each classification

iii) January 1, 2008 adjust the top step of the following classifications:

|                           |                             |
|---------------------------|-----------------------------|
| Maintenance tradesworker: | two percent (2.0%) Increase |
| Utility tradesworker:     | one percent (1.0%) increase |
| Utilityworker:            | one percent (1.0%) increase |

- iv) January 1, 2008: three percent (3.0%) general wage increase to the top step of each classification
- v) January 1, 2009: three percent (3.0%) general wage increase to the top step of each classification
- vi) January 1, 2010: three and one-half percent (3.5%) general wage increase to the top step of each classification
- vii) January 1, 2011: four percent (4.0%) general wage increase to the top step of each classification
- viii) Salary fix: effective the first full shift cycle after the signing of the collective agreement, new classifications will be created for shift operators, shift senior operators, shift chemical technicians and shift coal handlers. For these new classifications, and for employees in the shift supervisor classification, the shift differential will be eliminated and replaced by a salary fix of \$0.55. The salary fix will be raised in the subsequent years of the agreement as follows:

|                 |        |
|-----------------|--------|
| January 1, 2008 | \$0.57 |
| January 1, 2009 | \$0.59 |
| January 1, 2010 | \$0.61 |
| January 1, 2011 | \$0.63 |

For shift supervisors who are permanently assigned to the day shift only, a new classification of "day shift supervisor" will be created and employees in this classification will not receive the salary fix.

**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 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 (2) 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 (6) 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 twenty-five (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 (6) 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.

**8.02 f)** All bargaining unit employees who are promoted within their trade to a supervisory classification will be assigned to step "D" of the salary range for that classification.

### **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 eight percent (8%) on their regular pay for all hours spent in the position. However, should the addition of eight percent (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 ten percent (10%) on their regular pay for all hours spent in the position. However, should the addition of ten percent (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.

**8.03 f)** When an employee has been acting for more than one (1) continuous calendar year, the Employer will consult with the Union before deciding whether the employee should continue in the acting assignment or another employee should be given the opportunity to relieve in the position. If the employee continues to act in the position for more than one (1) calendar year, they will no longer receive the compensation set out in (a) or (b) above, but will be placed on a step in the range of that classification. That step will be the next highest step to the acting rate they were receiving (i.e., their base rate plus acting pay). However, an employee will not be permitted to receive more than the top step of the classification in which they are acting. If the employee continues to act in that position, they will proceed through the range of that position on the anniversary date of their acting assignment. When the acting assignment is completed, the employee's rate of pay will be immediately adjusted to their base rate in their normal classification.

#### **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 eight percent (8 %) on their regular rate of pay for all time spent in the lead function. At the discretion of local management, an acting lead hand who is responsible for NMA or other non-NB Power Generation employees may receive an adjustment of ten percent (10%) on their regular rate instead of eight percent (8%).

#### **8.05 Compensation for NBSCETT Certification**

Employees who are certified by NBSCETT will receive a salary fix in an amount equivalent to one percent (1%) of their current hourly rate.

## 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 (36.26) 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, eight (8) hours per day and forty (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 twelve (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 are examples of the shift schedules currently being used:

**Coleson Cove and Courtenay Bay**

|          | JANUARY 1997 |   |   |   |   |   |   |   |   |    |    |    |    |    | FEBRUARY 1997 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |   |   |   |   |   |   |   |   |   |    |   |  |
|----------|--------------|---|---|---|---|---|---|---|---|----|----|----|----|----|---------------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|---|---|---|---|---|---|---|---|---|----|---|--|
| Day      | 1            | 2 | 3 | 4 | 5 | 6 | 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 191 | d            | * |   | n | n | n | * | d | d | *  |    | n  | n  | *  | d             | d  | *  |    | n  | n  | *  | d  | d  | *  |    | n  | n  | *  | d  | d  | *  |   | n | n | * | d | d | * |   |   |    |   |  |
| 192      | *            | d | d | * |   | n | n | * | d | d  | *  |    | n  | n  | *             | d  | d  | *  |    | n  | n  | *  | d  | d  | *  |    | n  | n  | *  | d  | d  | * |   | n | n | * | d | d | * |   |    |   |  |
| 193      | n            | n | * | d | d | * |   | n | n | *  | d  | d  | *  |    | n             | n  | *  | d  | d  | *  |    | n  | n  | *  | d  | d  | *  |    | n  | n  | *  | d | d | * |   | n | n | * | d | d | *  |   |  |
| 194      | *            | n | n | * | d | d | * |   | n | n  | *  | d  | d  | *  |               | n  | n  | *  | d  | d  | *  |    | n  | n  | *  | d  | d  | *  |    | n  | n  | * | d | d | * |   | n | n | * | d | d  | * |  |
| 195      |              | n | n | * | d | d | * |   | n | n  | *  | d  | d  | *  |               | n  | n  | *  | d  | d  | *  |    | n  | n  | *  | d  | d  | *  |    | n  | n  | * | d | d | * |   | n | n | * | d | d  | * |  |

NOTE: \* = all overtime on such days to be paid at double time rate.

DEFINITION: A cycle is a 35 day period as shown above, commencing on January 7, 1997.

The shift schedule may vary from this assignment in accordance with the needs at each Station.

(d) is defined as day shift from 06:00 hours to 20:00 hours.

(n) is defined as night shift from 20:00 hours to 06:00 hours.

These hours of work may be varied such as 07:00 hours to 19:00 hours.





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

3. Management may change individual employees within the work schedule for the purpose of strengthening shifts. Management will make every effort to make these changes at the beginning of a cycle and shall provide a minimum of seven (7) days notice.

4. It is the intention that such changes will 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 one hundred and sixty-eight (168) hours in a cycle, arising out of a change from one crew to another, will be paid at the applicable overtime rate.

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

6. The maximum number of maintenance workers who can be assigned to a full shift schedule will be two (2) 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.

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

a) Portion of a Cycle -- When assigned to work non-shift for any portion of a cycle the total number of regular hours to be scheduled during the thirty-five (35) day period will be one hundred and sixty-eight (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 "Example One" in Appendix "F")

b) One Full Cycle -- When assigned to work non-shift for one full cycle the employee will work on the basis of forty (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.

c) Longer than one full cycle -- When the assignment to non-shift is for a duration longer than one full cycle time code adjustments will be a combination of a. and b. above. (See "Example Two" In Appendix "F")

8. Twelve (12) hours of vacation credit are built into each cycle.

9. 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. An employee has not worked their "entire period of time off if they have a full calendar day (0:00 to 24:00) off during this period. For shift cycles containing two (2) equal periods of time off, the "longest sequence of time off" will be the period of "time off" between the day shifts.

10. 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.

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

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

13. 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 twenty-four (24) hours of December 25<sup>th</sup>.

14. On the day of an election, the parties will seek ways to maintain the twelve (12) hour shift schedule in effect without imposing additional cost on the Corporation on that day (i.e. day crew employees availing themselves of the advance poll). If necessary, the twelve (12) hour shift schedule will be suspended temporarily and employees will revert to an eight (8) hour day schedule.

**9.03 b) Normal Hours of Work - C.S.U. Operators – Belledune G.S.**

The following are the normal hours of work for Continuous Ship Unloader (CSU) Operators (shiftworkers) at the Belledune Generating Station who are assigned to a variable shift schedule rotating from a twelve (12) hour shift schedule to an eight (8) hour day schedule:

1. The variable shift schedule shall consist of a full cycle of seven (7) days commencing at 07:00 on Monday and ending at 07:00 the following Monday.
2. The normal hours of work shall be a rotation alternating from a twelve (12) hour shift schedule to coincide with ship unloading operations and an eight (8) hour day schedule within the cycle.

Depending on the schedule in effect, the normal hours of work will be:

- a) Eight (8) hour day schedule, Monday through Friday
  - i) 08:00 hours to 16:00 hours (lunch and breaks as per station policy)  
NOTE: These hours may be changed by mutual agreement of the Parties to the Collective Agreement and these alternative hours will become the normal day schedule
  - ii) Thirty-two (32) regular hours of work per cycle
- b) Twelve (12) hour shift schedule, Monday through the following Monday
  - i) 07:00 hours to 19:00 hours, designated as day shift  
19:00 hours to 07:00 hours, designated as night shift

NOTE: These hours may be changed by mutual agreement (i.e. start time) and these **alternative** hours will become the normal **twelve** (12) hour shift schedule.

The first **shift** of the rotation from day schedule to twelve (12) hour shift schedule will be adjusted to coincide with the scheduled **arrival** of the ship (i.e. less than **twelve** (12) hours). It will be as per shop agreement as to whether the night shift or day shift shall report to work. It is the **responsibility** of the shop to notify the Foreman of which shift shall report to work.

ii) Forty-four (44) regular hours of work per cycle

CSU Operators will **perform** whatever work is **assigned**, within the limits of their safety, knowledge and skill regardless of the hours of work schedule in effect and entitlement to **overtime** will not take **effect** until the **conditions** in **article 7** below are met.

3. The difference between the forty-four (44) regular hours worked when the twelve (12) hour shift schedule is in effect and the **thirty-two** (32) regular hours worked when the eight (8) hour day schedule is in effect is "Ships Time". Code **52** or **53** or **63**, sick leave and Code 70 ACC or MED, medical appointments are not included for purposes of calculating "Ships Time" entitlement. The actual hours of "Ships Time" worked during a twelve (12) hour shift schedule will be credited to the CSU Operator for "Ships Time" off in the future. If "Ships Time" off requires replacement at overtime rates, "Ships Time" off will only be granted if the CSU Operator reimburses such **time** at replacement value. The accumulation of "Ships Time", which has not been utilized as "Ships Time" off prior to the end of the calendar year, will be paid out to a **maximum** of forty (40) hours at straight over time rate (Code 30). The remaining "Ships Time" balance will be carded forward to the following calendar year.

4 a) Once ship unloading operations begin, the twelve (12) hour shift schedule will be in effect until ship unloading **has** been completed. Ship unloading operations will be considered completed once equipment has been cleaned and left in a safe state and ready for the next ship.

b) Employees may be changed from one schedule to another (eight (8) hour day schedule to twelve (12) hour shift schedule) within the seven (7) day cycle without incurring a penalty.

c) Management reserves the sole discretion to determine when an extended delay (more than two (2) consecutive cycles) will result in a rotation from a twelve (12) hour shift schedule to an eight (8) hour day schedule. Should this occur, the CSU Operators working the night shift will be credited with eight (8) hours, Code 70-PDP, towards the thirty-two (32) regular hours of work to allow the CSU Operator to swing from twelve (12) hour shift schedule to an eight (8) hour day schedule on the day of their last night shift.

d) In the event of delays, provided there has been less than twelve (12) hours notice of shift cancellation, the twelve (12) hour shift schedule will not be cancelled and CSU Operators will be assigned other duties. Should delays run into an extended period of time and 4 (c) does not apply, management will determine whether the CSU Operators are required to be at work or not. The CSU Operators will have the following options when management determines their services are not required:

- i) Report for their scheduled twelve (12) hour shift or remain on shift if the shift has already begun. The hours worked each shift will be credited towards the forty-four (44) regular hours of work in the cycle
- ii) Not report for their scheduled twelve (12) hour shift or leave work if the shift has already begun. The CSU Operator will receive a maximum of six (6) hours credit towards the forty-four (44) regular hours of work in the cycle
- iii) Temporarily revert to the eight (8) hour day schedule, with the approval of management. The hours worked will be credited towards the forty-four (44) regular hours of work in the cycle

5. Vacation credit of two point three (2.3) hours is incorporated into each cycle. An employee may, arrange for time off for vacation purposes (for vacation not incorporated into the cycle), by arranging coverage by another qualified co-worker (subject to management approval). Vacation will be debited on the basis of the hours of work in effect on the date approved vacation is taken. The only

exception is for vacation approved and scheduled more than one (1) month in advance where there is a change in ship schedule changing the hours of work in effect on the date the vacation is taken.

6. Statutory holiday credit of one point seven (1.7) hours is incorporated into each cycle. When assigned to a twelve (12) hour shift schedule and a statutory holiday occurs, it is considered part of the normal hours of work and there is no entitlement to premium rates. While assigned to the eight (8) hour day schedule, an employee is entitled to time off when a statutory holiday occurs during a day schedule work week. If the CSU operator is working an alternative day schedule work week (i.e. nine (9) hour day, etc.) they will receive eight (8) hours pay and may choose to take either banked time, vacation or unpaid time to make up the remaining scheduled hours.

7. Overtime will be paid at the appropriate rate for all hours worked in excess of:

- a) Code 31 or 32 in accordance with article 10.03 (b)
  - i) thirty-two (32) regular hours within a full cycle when there are no ship unloading operations;
  - ii) thirty-two (32) regular hours within a full cycle following the completion of ship unloading operations. It is at the sole discretion of management to decide whether CSU Operators will remain at work once ship unloading operations cease;
  - iii) thirty-two (32) regular hours in the third cycle where ship unloading operations (twelve (12) hour shift schedule in effect) have been continuous for more than 2 cycles;
  - iv) forty-four (44) regular hours within a full cycle when ship unloading operations are in effect;
  - v) Beyond the normal hours of work scheduled as either an eight (8) hour day schedule or a twelve (12) hour shift schedule.
- b) Code 30 (does not count as part of the regular hours of work in the cycle)
  - i) The first shift of a new cycle provided it is the fifth consecutive twelve (12) hour shift worked in back to back cycles. This premium is not applicable where ship unloading operations are continuous for more than two (2) full cycles (see 7 (a) (iii));

- ii) When a scheduled twelve (12) hour shift is cancelled prior to the commencement of ship unloading operations, CSU Operators will be entitled to shift cancellation of two (2) hours at straight time overtime rates if they have not received a minimum of forty-eight (48) hours notice;
  - iii) CSU Operators will be entitled to shift cancellation of two (2) hours at straight overtime rates if they have not received a minimum of six (8) hours notice that they are reverting back to an 8 hour day schedule.
- c) **Code 70-RST**
- i) Where the **twelve (12)** hour shift schedule is in effect and ship unloading operations have been completed prior to the start of the first night shift of the new cycle (**19:00** Sunday to **19:00** Monday), the CSU Operators working that night shift will be entitled to an eight (8) hour period of rest which will be credited towards the thirty-two (32) regular hours in the eight (8) hour day schedule for the following cycle.
- d) Banking of overtime, as applicable to shift workers, will be in accordance with article 10.07 of the collective agreement.
- e) Cancellation of overtime hours of work will be in accordance with article 10.04 of the collective agreement.
- 8.** Management reserves the right to place a CSU Operator on a forty (40) hour work week (outages greater than three (3) weeks). When CSU Operators are required to temporarily work hours normally worked by non-shift workers for a full cycle, they will be credited with two point three (2.3) hours of vacation.
- 9.** On the day of an election, the parties will seek ways to maintain the twelve (12) hour shift schedule in effect without imposing additional cost on the Corporation on that day (i.e. day crew employees availing themselves of the advance poll). If necessary, the twelve (12) hour shift schedule will be suspended temporarily and employees will revert to an eight (8) hour day schedule.



10. Absences (sick leave, vacation, jury duty, bereavement leave, banked time, etc.) will be calculated based on the hours the employee was scheduled to work on that day.

11. Employees who work Christmas Day as part of their regular twelve (12) hour shift schedule in a cycle shall receive extra pay at straight time rates (Code 30) for all hours worked within the twenty-four (24) hours of December 25<sup>th</sup>.

12. The shift differential for the twelve (12) hour shift schedule is payable only during the regular hours worked on the night shift as defined at item number two (2) above. The hourly rate for the twelve (12) hour shift schedule shift differential is \$1.33.

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

**9.04 a)** To provide coverage eight (8) hours per day seven (7) days per week, normal days of work shall be: five (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, Statutory Holidays 08:00 to 16:00 hrs.

**9.04 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.

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

**9.04 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**

**9.06 a)** Shift differential for employees working varied hours of work will be as per article 9.08.

**9.06 b)** The appropriate shift differential shall be paid for the first eight (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.

**9.06 c)** Shift differential for employees working a full shift schedule has been eliminated and replaced by a salary fix as per article 8.01 c).

**9.07 Alternative Hours of Work**

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

**9.07 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;

**9.07 b) Local Agreements**

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. Once a schedule has been agreed to, the new hours (nine (9), ten (10), twelve (12), etc.) become the employee's "normal" hours of work and the prevailing overtime rate applies to any hours outside of the normal hours of work;

iii) an employee who has completed their normal work week (thirty-six and one-quarter (36.25) or forty (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. However, if local management, individuals or a group of employees have agreed to a nine (9) hour day agreement, there will be eighty (80) hours of work paid at the employee's normal hourly rate in each pay period;

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.

#### **9.08 Varied Hours of Work**

The Corporation may vary the normal hours of work for individual employees or groups of employees in accordance with the following terms and conditions.

##### **9.08 a) Scheduling Varied Hours of Work**

Varied hours of work shall be assigned and scheduled as follows:

- i) the Corporation will provide verbal notice that an employee's hours have been varied and must vary a minimum of two normal work days of eight (8) consecutive hours each. Additional hours varied must also be in blocks of eight (8) consecutive hours;
- ii) when an employee's hours have been varied, they will continue to work a varied hours of work schedule until they are notified that the variance has been completed. A varied hours of work schedule can continue for more than one week and may include work on the weekend (at overtime rates) and/or a rotation between normal hours (days) and varied hours (nights). Inclusion of weekend work or a rotation from days to nights does not end a variance;
- iii) when the employee has completed their first period of varied hours, left work and the second period of varied hours is not required (the employee is notified either prior to returning to work or when they report to work for the second period), the employee has the option of either:
  - working the assigned second period of varied hours (including any scheduled overtime) as a continuation of the variance; or
  - not working the second period of varied hours, in which case the first period of varied hours worked will be treated as scheduled overtime at the prevailing overtime rate and the employee may be entitled to a period of rest as per article 10.06. As varied hours are not overtime, there is no entitlement to a cancellation penalty as a result of the cancellation of the second period of varied hours:

iv) varied hours will be scheduled no earlier than 18:00 hours on Sunday and end no later than 0:00 hours on Saturday for each week of varied hours;

v) varied hours will be scheduled to start at either 16:00, 18:00, 20:00, 22:00 or 0:00 within the window identified in (iv) above. The start times may be varied by one half hour for those generating stations whose normal day does not start at 08:00. Subject to operating requirements, the start time will be maintained for the duration of the variance;

vi) when the variance is completed, the employee will revert to their normal hours of work. Employees returning to their normal hours of work 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 reduction in their regular pay. Subject to operational requirements, employees who wish to take time off shall be entitled to take a vacation, banked or unpaid day off

vii) if extension overtime is required, it will only be scheduled at the end of each varied eight (8) hour period;

viii) the Corporation is not required to ask for volunteers when assigning employees to varied hours. Subject to operating requirements, varied hours will be assigned using either the overtime board or a varied hours board, according to the preference of employees in each generating station.

**9.08 b) Compensation for Varied Hours of Work**

Employees will be compensated for varied hours worked as follows:

i) for each period of varied hours, the employee will receive eight (8) hours at code 01 (Regular Time), paid at the employee's normal hourly rate;

ii) during the first period of varied hours, the employee will also receive eight (8) hours at code 30 (Overtime 1.0) as a premium for being scheduled to work varied hours. In addition, if the employee did not receive at least eight (8) hours of notice that they were being assigned to varied hours, they will also receive eight (8) hours at code 30 during the second period of varied hours worked. The eight hours of notice is not an entitlement to eight (8) hours of time off prior to the

varied hours assignment. As varied hours are rescheduled **normal** hours, not overtime, these hours will not be used to generate an entitlement to **period** of rest;

iii) for each period of varied hours, the employee will **receive** a shift differential of **\$2.00** (code "**G2**") for each hour of varied hours worked. However, the **shift** differential will not be paid for any period of varied hours for which **the** employee has also **received** compensation at an overtime rate;

iv) when an employee has worked more than four hundred (400) varied hours of work for which they have received a shift differential of **\$2.00** (code "**G2**"), the shift differential will be increased to **\$3.00** per hour for all varied hours worked between **16:00** and **24:00** (code "**G3**") and **\$10.00** per hour for all varied hours worked between **24:00** and **08:00** (code "**GX**");

v) shift differential (codes "**G2**", "**G3**" and "**GX**") will not be paid for overtime hours worked or hours paid at an overtime rate:

vi) when a period of varied hours of work includes extension overtime, such overtime will be paid at code **32**;

vii) when the varied hours of work includes a statutory holiday (or the day celebrated as a statutory holiday), the employee will receive eight (8) hours at code 51 (Stat Holiday) instead of code 01 as in paragraph (i) above. In addition, for the eight (8) varied hours worked for that statutory holiday, the employee will be paid eight (8) hours at code 32 (Overtime 2.0). As a result, employees will receive twenty-four (**24**) paid hours for working eight (8) varied hours for a statutory holiday. In the event that the varied statutory holiday is also the first period of varied hours, the employee will also be entitled to the payment in paragraph (ii) above, for a total of thirty-two (**32**) paid hours for that period. However, as **varied** hours are rescheduled normal hours, not overtime, these hours cannot be used to generate an entitlement to period of rest;

viii) an employee's normal hours of work for a Monday may be varied to begin on Sunday evening as per 9.08 (a) (iv). In addition to the payment in 9.08 (b) (i) (code 01) and (ii) (code 30 if it is the first period of varied hours), employees will also receive payment at code **30** for any hours worked between 18:00 on Sunday

to 0:00 on Monday. Any remaining hours of the 8 hour varied period worked after 0:00 on Monday will be paid at code 01 (plus the applicable shift differential).

**Note:** for examples of time sheets for varied hours, see Appendix "G".

**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 twelve (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 twelve (12) hours or more notice prior to the commencement thereof. Failure to provide twelve (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 twelve (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 deemed 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 and twelve (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 (1) 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 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

**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
- vii) The Corporation may schedule up to twelve (12) hours of mandatory training per shift worker per year and these hours will be paid at code 30 (Overtime 1.0)

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

For the purpose of payment for overtime work, the two (2) days scheduled off in lieu of Saturday and Sunday shall qualify for doubletime.

**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 (0.5) 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 (2) hours pay at straight time unless the employee received at least twenty (20) hours verbal or written notice of the cancellation. 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 (1) hour's pay at regular rate. If the employee is not allowed twenty (20) minutes during the noon break to eat, they shall be allowed twenty (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 twenty (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 assignment employees who are required to work overtime between **23:00** hours and the scheduled start time for their normal work day, if they are scheduled to work on 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 the beginning of scheduled work after the noon break on the same day.

ii) For one (1) or more call-outs between **23:00 hrs** and **04:00 hrs**:

- off until the beginning of scheduled work after the noon break on the same day.

If additional call-outs occur after **04:00 hrs**:

- off until the end of their normal scheduled work day the same day.

iii) A minimum of five (5) hours worked between **23:00 hrs** and their normal start time for that scheduled work day:

- off until the end of their normal scheduled work day the same day.

**10.06 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 eight (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 eighty (80) hours in any calendar year. The Corporation may schedule up to twenty-four (24) hours of time off for an employee, using banked hours in excess of the first forty (40) entered into the bank by the employee,

**10.07 c)** Except as in b) above, 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 ninety-six (96) hours at any point in time in the calendar year. A shift employee who has used banked time can continue to bank additional time as long as it does not exceed a maximum of ninety-six (96) hours.

**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 RRSP.

**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:

**10.08 a)** During the period:

|           | End of<br>Scheduled<br>work | to | Beginning<br>of Scheduled<br>Work | Scheduled<br>On Call<br>Week<br>(#1) | Supplementary<br>On Call<br>Per Period<br>(#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 4 Hours                                |
| Saturday  | 08:00                       | to | Sunday                            | 08:00                                | 2 Hours 4 Hours                                |
| Sunday    | 08:00                       | to | Beginning of<br>Scheduled<br>work |                                      | 2 Hours 4 Hours                                |

**10.08 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 (2) 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 twelve (12) hours.

**10.08 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 apply to short term replacement as anticipated in (b) above.

**10.08 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.

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

**10.08 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.

**10.08 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".

**10.08 h)** When employees are on call to serve as members of the Emergency Spill Response Team at the Dalhousie generating station, the provisions of article 10.08 (a), (b), (c) and (f) will not apply. Instead, employees who are on call for this purpose will receive eight (8) hours pay at their normal hourly rate to be on call for the first fifty (50) hour period. The start time for their period of on call will be determined by the Employer and will normally correspond with the expected time for the ship to dock. If the employee is required to be on call for more than fifty (50) hours, they will receive one (1) hour of pay at their normal hourly rate for each subsequent twelve (12) hour period of being on call, to a maximum of ten (10) hours pay for each ship. If the employee is on call for more than seventy-four (74) hours, the maximum compensation will be no more than ten (10) hours. If the employee is unable to complete the full period of on call for a ship, the on call premium will be pro-rated according to the hours that each employee was 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 two (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 of overtime are** In Article 10.02.

#### **11.02** **Satisfaction of Entitlement**

The Corporation's obligation in respect to a meal allowance shall be discharged by payment of \$ 25.00. There is no obligation to provide meals or provide time off for an employee to obtain a meal.

#### **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.

#### **11.04** **Entitlement to Meal Allowance**

##### **11.04 a) General**

The provision of meal allowance shall apply only during continuing overtime; no payment shall be provided at the conclusion of overtime. There will be no payment for overtime meals for scheduled overtime. However, after four (4) hours of scheduled overtime work, if the overtime work will be continuing, a twenty (20) minute paid meal break will be provided for the employee to consume the meal they have provided.

##### **11.04 b) During Unscheduled Extension Overtime**

One (1) meal allowance only will be provided when overtime work exceeds two (2) hours.

When an employee is called in to work prior to the commencement of their normal work day or regular shift with less than twelve (12) hours of notice, they will be considered to be working unscheduled extension overtime and will be entitled to an overtime meal allowance as above.

**11.04 c) During Call-Out Overtime**

One (1) meal allowance only will be provided when overtime work exceeds four (4) 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 traveled 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 fifty (50) km and will only be paid for the time traveled in excess of fifty (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, when a meal is not provided:

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 one hundred and fifty (150) km (for the purposes of this section, the "Region" for employees whose normal headquarters is in the Fredericton area will be a one hundred and fifty (150) km radius around Head Office); or

iii) an employee is attending an NB Power sponsored meeting or training that is not part of the employee's normal work environment and the meeting is being held at a location that is not an NB Power work site.

**12.01 d)** When travel outside of normal work hours exceeds two (2) consecutive hours (not including time taken to eat), one (1) meal allowance will be paid. Where there is an entitlement to more than one (1) 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 (1) 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<br>66-2/3% of Income for 13 weeks |
| 1 year but less than 3 years   | 100% of Income for 4 weeks<br>66-2/3% of Income for 11 weeks |
| 3 years but less than 5 years  | 100% of Income for 6 weeks<br>66-2/3% of Income for 9 weeks  |
| 5 years but less than 7 years  | 100% of Income for 8 weeks<br>66-2/3% of income for 7 weeks  |
| 7 years but less than 9 years  | 100% of Income for 10 weeks<br>66-2/3% of income for 5 weeks |
| 9 years but less than 10 years | 100% of Income for 12 weeks<br>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 (in the form approved by the Joint Wellness Advisory Committee) 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 an independent 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 c)** 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 Bereavement 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 (3) days may be granted at the discretion of the Corporation. A further one (1) day leave with **no loss** of pay will be granted for the delayed interment of the above relatives.

**13.06 e)** One (1) 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 (1) day is required, up to two (2) 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 (5) 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 (5) days with unpaid leave, up to a total of five (5) 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 (3) months before the anticipated date of delivery, and
- ii) give two (2) weeks' notice prior to the commencement of the leave.

#### **13.07 c) Term of Leave**

Maternity leave is for a term of up to seventeen (17) weeks. The first two (2) 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 fifteen (15) weeks for maternity leave and up to ten (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 (3) 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 leaves, with the following exceptions:

- i) for adoption leave, the employee will be eligible for top-up under the Supplementary Unemployment Benefits (SUB) 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 (2) weeks are not paid as short term sick leave and the employee is not eligible to participate in the SUS Plan.

**13.08 b) Requirements to Qualify**

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



i) give four (4) weeks' written notice to their supervisor of the commencement date and length of the leave, and

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 (1) 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 (3) days during a twelve (12) 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 (l), **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 eight (8) hours paid leave in any calendar year.
- ii) Single parents living alone in a household and with sole responsibility for their dependent children are entitled to an **additional** four (4) hours, for a total of twelve (12) hours, paid leave in any calendar year.
- iii) Employees who do not utilize the eight (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 eight (8) or **twelve** (12) hours paid leave. The maximum carry-over of entitlement from one year to the other is eight (8) hours paid leave.
- iv) Leave may be taken on an hourly **basis** with the minimum **duration** being one half (0.5) 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

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### **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 sixty percent (60%) employer and forty percent (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, including employee contributions toward co-pay and dispensing. 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 (3) day waiting period (without pay) set out in the legislation, an employee receiving compensation benefits under the Workers' 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 (85%) 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 (3) working days, prior to the three (3) day waiting period (without pay) set out in the legislation. However, in accordance with the legislation, the three (3) 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 (3) day waiting period is also not required if the employee is disabled for more than twenty (20) working days. If an employee returns to work and has a recurrence within twenty (20) working days, there will not be a second three (3) 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 (1) month. The absence of an employee who is receiving **Compensation** Benefits under the **Workers' Compensation** Act shall not be charged against the employee's sick leave credits or vacation credits.

**14.02 d)** In the event that there are any changes to the Workers' **Compensation** Act subsequent to the execution of this agreement which allows additional top-up and/or reinstatement of the first three (3) days of **benefits** without **penalty** to the Employer, this article of the agreement will be amended to reflect the changes to the Act.

#### **14.03 Pension**

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

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

#### **14.04 Retirement Allowance**

**14.04 a)** When an employee having continuous service of five (5) years or more retires due to disability or age, the Corporation shall pay such an employee a retirement allowance equal to five (5) days' pay for each full year of service but not exceeding six (6) months' 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 (5) 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 part of their regular shift cycle shall receive extra pay at straight time rates for all hours worked within the twenty-four (24) hours of December 25<sup>th</sup>.

**15.03** Effective January 1, 2007, employees will receive a paid "floater" holiday (eight (8) or seven and one-quarter (7.25) hours as per the employee's normal hours of work) per year. Shift workers will be entitled to twelve (12) hours of paid time off. As with vacation entitlements, scheduling is subject to supervisory

approval. The time off **must** be used in each calendar year and if it is not taken, it will not be **carried** over or paid out. The twelve **(12)** hours of holiday time for shift employees will be credited to the employee's **overtime** bank on January 1<sup>st</sup> of each year.

## ARTICLE XVI

### **VACATION**

#### **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 **eight (8)** hours per day resulting in a forty (40) hour week or seven and **one-quarter (7.25)** hours per day resulting in a thirty-six and one-quarter (36.25) hour week). **Employees** working alternative hours of work will have to make the appropriate adjustment (i.e., an employee working a forty (40) hour week in four **(4)**, ten (10) hour days, will need a full week of vacation to cover a four (4) day absence).

#### Vacation

three (3) weeks  
four (4) weeks  
four (4) weeks + **two (2)** days  
four (4) weeks + four (4) days  
five (5) weeks  
five (5) weeks + **two (2)** days  
five (5) weeks + four (4) days  
six (6) weeks

#### Continuous Service

six (6) months  
eight (8) years  
**sixteen (16)** years  
eighteen **(18)** years  
twenty **(20)** years  
twenty-two (22) years  
twenty-four (24) years  
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 Vacation Carryover**

Vacation carryover will be administered as per Corporation Policy.

**ARTICLE XVII**

**SERVICE AND SENIORITY**

**17.01 a) Service**

Length of continuous employment since the date of last hire by the NB Power Group of Companies and their predecessors shall be known as service.

**17.01 b) Seniority**

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

For the purposes of calculation, effective September 20, 2001, "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. As well, for the purposes of calculating seniority for shift supervisors, operators, senior operators and chemistry technicians, continuous employment in both the shift and non-shift classifications will be treated as time in the same classification.

**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 the NE Power Group of Companies, 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 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 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 Corporation or NB Power Group of Companies. 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. Employees who have been given notice of lay off shall indicate in writing within five (5) working days whether they wish to be laid off and receive severance in accordance with article 17.07 or in the alternative, exercise their right to displace another employee. An employee who is displaced as a result of the operation of sections (ii) or (iii) may only take advantage of subsequent provisions of this article of the agreement;



ii) if the employee does not wish to relocate, they may displace the most junior employee in a former classification in their location, if that employee has less seniority in that classification than the employee given notice of lay off had accumulated while they were in that classification in the Generation bargaining unit;

iii) an employee who has been given notice of lay-off in accordance with section (i), who does not want to remain in the location or is not able to exercise that option, may displace the most junior employee in their current classification within their Region, if that employee has less seniority in the classification;

iv) 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;

v) 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. Where an employee chooses to exercise their bumping rights in a former classification, they must possess the ability and qualifications currently required for that classification;

vi) in any twelve (12) month period, no more than one (1) in five (5) employees in a classification at a location may be displaced;

vii) an employee who moves into a position as a result of the operation of sections (ii), (iii) or (iv) will be allowed a trial period of six (6) 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. However, they will be entitled to severance pay in accordance with article 17.07;

viii) an employee who is displaced as a result of the operation of section (iv) will be laid off. While they will not be able to take advantage of the provisions of article 17.03 (b) of the Agreement, they will be entitled to severance pay in accordance with article 17.07;

ix) where the "former classification" in section (ii) includes a classification in a progressive series, the employee will replace the junior employee in the classification at the first level of certification of progression. For example, a shift supervisor who is given notice of lay off may displace an operator, not an employee in a senior operator classification;

x) 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;

xi) 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;

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

xiii) for the purposes of this article of the Agreement, the applicable Regions are: Hydro (Mactaquac, Grand Falls, Beechwood & Milltown), Northern (Dalhousie, Belledune & Millbank), Southern (Coleson Cove, Courtenay Bay & Grand Lake) and Head Office.

#### **17.04 Rehiring**

When the Corporation is hiring employees for the Generation 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**;
- v) if an employee refuses a substantive (i.e., for a **period** of three (3) months or more) offer of employment, they **will** have no further entitlement to the benefits of **this** provision of the agreement.

**17.05 Temporary Employees**

**17.05 a)** Except for the purposes of job bids, 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 (12) 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 the 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**

**17.07 a)** When a regular employee is laid off, they shall be entitled to a severance payment equal to two and one-half (2.5) weeks of pay per year of service to a maximum of twenty (20) years of service (i.e., a maximum of fifty (50) weeks of pay).

**17.07 b)** 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.

**17.07 c)** In addition to the conditions set out in section (b) above, no severance benefit will be paid to employees who are laid off when there is a sale, lease, transfer or other disposition to a third party of all or part of the business, provided:

- i) the employee is hired or offered a job by the third party at an equivalent salary (i.e., within five percent (5%) of the employee's former salary) and with an equivalent (i.e., within five percent (5%)) contribution by the new employer to the employee's pension and benefit plan, within twelve (12) months of the third party acquiring all or part of the business; and
- ii) the employee must not be involuntarily laid off within a period of twenty-four (24) months of their hire by the new employer without an acceptable severance package. If the new employer offers no severance package, the employee will receive the severance package contained in the collective agreement that was in effect when the employee was laid off by NB Power. If some severance is offered but it is less than the package in that collective agreement, NB Power will make up the difference; or
- iii) the third party is required by legislation or voluntarily recognizes the Union (subject to any successful jurisdictional challenges by another Union) and the terms of the existing collective agreement.

### **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. For this article only of the collective agreement, seniority will be calculated as including all continuous employment in the Generation bargaining unit (including time bridged as per article 17.02) in one (1) or more classifications.

**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 0-0.2) all NB Power work locations with twenty (20) or more regular employees shall have a Joint Health & Safety Committee and all work locations with less than twenty (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 (1) pair of bib overalls or coveralls, as well as an initial issue of lined coveralls, to employees who have an ongoing 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. This allowance shall be payable on or about June 1<sup>st</sup> of

each year and only those employees who are on the NB Power payroll on June 1<sup>st</sup> 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 (3) years.

The footwear allowance will be:

- June2007 \$120.00
- June2008 \$130.00
- June2009 \$140.00
- June2010 \$150.00
- June2011 \$160.00

#### **18.04 Emergency Response Team**

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

- i) 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 (net) 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 twenty-four (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 v)** 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 (5) 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** (5) 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 (2) 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 (5) 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 (5) 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 Vice-President of the Corporation 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 (3) months from the expiration of the ten (10) 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 (1) 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~~, marital status, sexual orientation, sex, social condition, political belief or activity.

**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, 2007 to December 31, 2011, are intended to provide continuity in the relations between the parties and retroactive effect, for the period January 1, 2007, 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, 2007 to and including December 31, 2011 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.

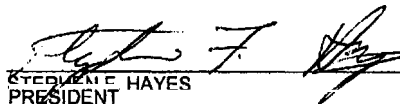
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 15<sup>th</sup> day of February, 2007.


NEW BRUNSWICK POWER GENERATION CORPORATION

  
\_\_\_\_\_  
DAVID HAY  
PRESIDENT & CHIEF EXECUTIVE OFFICER

  
\_\_\_\_\_  
WANDA HARRISON  
CORPORATE SECRETARY & GENERAL COUNSEL

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

  
\_\_\_\_\_  
STEPHEN E. HAYES  
PRESIDENT

  
\_\_\_\_\_  
PEGGY GALBRAITH  
RECORDING SECRETARY

  
\_\_\_\_\_  
ROSS F. GALBRAITH  
BUSINESS MANAGER

APPENDIX "A"

WAGE RATES

*Apprentice  
Classifications*

|                               |           |         | <b>1-6</b>   | <b>2-6</b>   | <b>3-6</b>   | <b>4-6</b>   | <b>5-6</b>   | <b>6-6</b>   | <b>7-6</b>   | <b>8-6</b>   |
|-------------------------------|-----------|---------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Apprentice Operators          | 01-Jan-06 | Old     | 14.50        | 15.40        | 16.30        | 17.20        | 18.10        | 18.92        | <b>19.93</b> | 21.12        |
|                               | 01-Jan-07 | Gen Inc | 14.92        | 15.85        | 16.78        | 17.71        | 18.64        | 19.63        | <b>20.66</b> | 21.75        |
|                               | 01-Jan-08 | Gen Inc | 15.36        | 16.32        | 17.28        | 18.24        | <b>19.20</b> | <b>20.22</b> | 21.28        | <b>22.40</b> |
|                               | 01-Jan-08 | Gen Inc | 15.82        | 16.81        | 17.80        | <b>18.79</b> | 19.78        | 20.82        | 21.92        | 23.07        |
|                               | 01-Jan-10 | Gen Inc | <b>16.39</b> | 17.41        | 18.43        | 19.45        | 20.47        | 21.56        | 22.69        | <b>23.88</b> |
|                               | 01-Jan-11 | Gen Inc | 17.05        | 18.11        | 19.17        | 20.23        | 21.29        | <b>22.42</b> | <b>23.60</b> | <b>24.84</b> |
|                               | 01-Jan-11 | Gen Inc | 17.05        | 18.11        | 19.17        | 20.23        | 21.29        | <b>22.42</b> | <b>23.60</b> | <b>24.84</b> |
| Apprentice<br>Maintenance TW  | 01-Jan-06 | Old     | <b>13.85</b> | 14.72        | <b>15.69</b> | 16.46        | 17.33        | 18.21        | 19.12        | 20.32        |
|                               | 01-Jan-07 | Gen Inc | 14.29        | 15.18        | <b>16.07</b> | <b>16.96</b> | 17.85        | <b>18.89</b> | 19.68        | <b>20.83</b> |
|                               | 01-Jan-08 | Gen Inc | 14.71        | <b>15.63</b> | 16.55        | 17.47        | <b>18.39</b> | <b>19.46</b> | 20.48        | 21.56        |
|                               | 01-Jan-09 | Gen Inc | 15.14        | 16.09        | 17.04        | 17.99        | 18.94        | 20.05        | 21.10        | 22.21        |
|                               | 01-Jan-10 | Gen Inc | 15.66        | 16.66        | 17.64        | 18.62        | <b>19.60</b> | 20.75        | 21.84        | 22.99        |
|                               | 01-Jan-11 | Gen Inc | 16.31        | 17.33        | 18.35        | 19.37        | 20.39        | 21.57        | <b>22.71</b> | 23.91        |
|                               | 01-Jan-11 | Gen Inc | 16.31        | 17.33        | 18.35        | 19.37        | 20.39        | 21.57        | <b>22.71</b> | 23.91        |
| Apprentice Hydro<br>Operators | 01-Jan-06 | Old     | <b>14.60</b> | 15.40        | <b>16.30</b> | 17.20        | 18.10        | <b>19.65</b> |              |              |
|                               | 01-Jan-07 | Gen Inc | <b>15.29</b> | 16.25        | 17.21        | 18.17        | 19.13        | 20.14        |              |              |
|                               | 01-Jan-08 | Gen Inc | <b>15.75</b> | 16.74        | 17.73        | 18.72        | 19.71        | 20.76        |              |              |
|                               | 01-Jan-09 | Gen Inc | 16.26        | 17.27        | 18.28        | 19.29        | <b>20.30</b> | 21.37        |              |              |
|                               | 01-Jan-10 | Gen Inc | 16.81        | 17.86        | 18.91        | 19.96        | 21.01        | 22.12        |              |              |
|                               | 01-Jan-11 | Gen Inc | 17.50        | 18.59        | <b>19.68</b> | 20.77        | 21.86        | 23.01        |              |              |
|                               | 01-Jan-11 | Gen Inc | 17.50        | 18.59        | <b>19.68</b> | 20.77        | 21.86        | 23.01        |              |              |

NOTE: Old Rate has a flexibility adjustment of either  
 \* \$0.50  
 \*\* \$1.50  
 included in the rates

**Regular Classifications**

|                   |           |         | <b>A</b>     | <b>B</b>     | <b>C</b>     | <b>D</b> | <b>E</b>     |
|-------------------|-----------|---------|--------------|--------------|--------------|----------|--------------|
| • ASR II          | 01-Jan-06 | Old     | 13.63        | 14.48        | 15.33        | 16.18    | 17.03        |
|                   | 01-Jan-07 | Gen Inc | 14.02        | 14.90        | 15.78        | 16.66    | 17.54        |
|                   | 01-Jan-44 | Gen Inc | 14.47        | <b>15.37</b> | 16.27        | 17.17    | 18.07        |
|                   | 01-Jan-09 | Gen Inc | 14.89        | <b>15.82</b> | 16.75        | 17.68    | 18.61        |
|                   | 01-Jan-10 | Gen Inc | 15.42        | <b>16.38</b> | 17.34        | 18.30    | 19.26        |
|                   | 01-Jan-11 | Gen Inc | 16.03        | 17.03        | 18.03        | 19.03    | 20.03        |
| • ASR III         | 01-Jan-06 | OM      | 15.76        | 16.75        | 17.74        | 18.73    | 19.72        |
|                   | 01-Jan-07 | Gen Inc | 16.23        | 17.25        | 18.27        | 19.29    | 20.31        |
|                   | 01-Jan-08 | Gen Inc | 16.72        | 17.77        | 18.82        | 19.87    | 20.92        |
|                   | 01-Jan-09 | Gen Inc | 17.23        | 18.31        | 19.39        | 20.47    | 21.55        |
|                   | 01-Jan-10 | Gen Inc | 17.83        | 18.95        | 20.07        | 21.19    | 22.31        |
|                   | 01-Jan-11 | Gen Inc | 18.56        | 19.72        | 20.88        | 22.04    | 23.20        |
| • ASR IV          | 01-Jan-46 | Old     | 19.17        | 20.37        | 21.57        | 22.77    | 23.97        |
|                   | 01-Jan-07 | Gen Inc | 19.77        | <b>21.00</b> | 22.23        | 23.46    | <b>24.69</b> |
|                   | 01-Jan-48 | Gen Inc | <b>20.35</b> | 21.82        | <b>22.89</b> | 24.16    | 25.43        |
|                   | 01-Jan-08 | Gen Inc | 20.96        | 22.28        | 23.57        | 24.88    | 26.19        |
|                   | 01-Jan-10 | Gen Inc | 21.67        | 23.03        | 24.39        | 25.75    | 27.11        |
|                   | 01-Jan-11 | Gen Inc | 22.56        | 23.97        | 25.38        | 26.79    | 28.20        |
| • ASR V           | 01-Jan-06 | Old     | 20.81        | <b>22.11</b> | 23.41        | 24.71    | 26.01        |
|                   | 01-Jan-47 | Gen Inc | 21.43        | 22.77        | 24.11        | 25.45    | 26.79        |
|                   | 01-Jan-44 | Gen Inc | 22.07        | 23.45        | 24.83        | 26.21    | 27.59        |
|                   | 01-Jan-49 | Gen Inc | 22.74        | 24.16        | 25.58        | 27.00    | 28.42        |
|                   | 01-Jan-10 | Gen Inc | <b>23.54</b> | 25.01        | 26.48        | 27.95    | 29.42        |
|                   | 01-Jan-11 | Gen Inc | 24.48        | 26.01        | 27.54        | 29.07    | <b>30.60</b> |
| ** Analyst - Coal | 01-Jan-46 | Old     | 18.11        | 19.24        | 20.37        | 21.50    | 22.63        |
|                   | 01-Jan-47 | Gen Inc | <b>18.63</b> | 19.80        | 20.97        | 22.14    | <b>23.31</b> |
|                   | 01-Jan-08 | Gen Inc | 19.21        | 20.41        | 21.61        | 22.81    | 24.01        |
|                   | 01-Jan-09 | Gen Inc | 19.77        | 21.01        | 22.25        | 23.49    | 24.73        |
|                   | 01-Jan-10 | Gen Inc | 20.48        | <b>21.76</b> | 23.04        | 24.32    | <b>25.60</b> |
|                   | 01-Jan-11 | Gen Inc | 21.31        | 22.64        | 23.97        | 25.30    | 26.63        |

**NOTE:** Old Rate has a flexibility adjustment of either  
 \* \$0.50  
 \*\* \$1.50  
 included in the rates



|                                     |           |            | A     | B     | C     | D     | E     |
|-------------------------------------|-----------|------------|-------|-------|-------|-------|-------|
| ** Analyst - Predictive Maintenance | 01-Jan-06 | Old        | 23.78 | 25.27 | 26.76 | 28.25 | 29.74 |
|                                     | 01-Jan-07 | Gen Inc    | 24.51 | 26.04 | 27.57 | 29.10 | 30.63 |
|                                     | 01-Jan-08 | Gen Inc    | 25.23 | 26.81 | 28.39 | 29.97 | 31.55 |
|                                     | 01-Jan-09 | Gen Inc    | 26.02 | 27.54 | 29.26 | 30.88 | 32.50 |
|                                     | 01-Jan-10 | Gen Inc    | 26.92 | 28.60 | 30.28 | 31.96 | 33.84 |
|                                     | 01-Jan-11 | Gen Inc    | 27.99 | 29.74 | 31.49 | 33.24 | 34.98 |
| ** Buyer Generation                 | 01-Jan-06 | Old        | 23.45 | 24.92 | 26.39 | 27.86 | 29.33 |
|                                     | 01-Jan-07 | Gen Inc    | 24.17 | 25.68 | 27.19 | 28.70 | 30.21 |
|                                     | 01-Jan-08 | Gen Inc    | 24.88 | 26.44 | 28.00 | 29.56 | 31.12 |
|                                     | 01-Jan-09 | Gen Inc    | 25.65 | 27.25 | 28.85 | 30.45 | 32.05 |
|                                     | 01-Jan-10 | Gen Inc    | 26.53 | 28.19 | 29.85 | 31.51 | 33.17 |
|                                     | 01-Jan-11 | Gen Inc    | 27.62 | 29.34 | 31.06 | 32.78 | 34.50 |
| ** Coal Handlers                    | 01-Jan-06 | Old        | 16.41 | 17.43 | 18.45 | 19.47 | 20.49 |
|                                     | 01-Jan-07 | Gen Inc    | 18.87 | 17.93 | 18.99 | 20.05 | 21.11 |
|                                     | 01-Jan-08 | Gen Inc    | 17.38 | 18.47 | 19.56 | 20.65 | 21.74 |
|                                     | 01-Jan-09 | Gen Inc    | 17.91 | 19.03 | 20.15 | 21.27 | 22.39 |
|                                     | 01-Jan-10 | Gen Inc    | 18.53 | 19.69 | 20.85 | 22.01 | 23.17 |
|                                     | 01-Jan-11 | Gen Inc    | 19.30 | 20.50 | 21.70 | 22.90 | 24.10 |
| ** Coal Handler Belledune           | 01-Jan-06 | Old        | 18.11 | 19.24 | 20.37 | 21.50 | 22.63 |
|                                     | 01-Jan-07 | Gen Inc    | 18.63 | 19.80 | 20.97 | 22.14 | 23.31 |
|                                     | 01-Jan-08 | Gen Inc    | 19.21 | 20.41 | 21.61 | 22.81 | 24.01 |
|                                     | 01-Jan-08 | Gen Inc    | 19.77 | 21.01 | 22.25 | 23.49 | 24.73 |
|                                     | 01-Jan-10 | Gen Inc    | 20.48 | 21.78 | 23.04 | 24.32 | 25.60 |
|                                     | 01-Jan-11 | Gen Inc    | 21.31 | 22.64 | 23.97 | 25.30 | 26.63 |
| ** Coal Handler Belledune Shift     | 01-Jan-06 | Old        | 18.11 | 19.24 | 20.37 | 21.50 | 22.63 |
|                                     | 01-Jan-07 | Gen Inc    | 18.83 | 19.80 | 20.97 | 22.14 | 23.31 |
|                                     |           | Salary Fix | 19.10 | 20.29 | 21.48 | 22.67 | 23.86 |
|                                     | 01-Jan-08 | Gen Inc    | 19.21 | 20.41 | 21.61 | 22.81 | 24.01 |
|                                     |           | Salary Fix | 19.66 | 20.89 | 22.12 | 23.35 | 24.58 |
|                                     | Oldan-OB  | Gen Inc    | 19.77 | 21.01 | 22.25 | 23.49 | 24.73 |
|                                     |           | Salary Fix | 20.24 | 21.51 | 22.78 | 24.05 | 25.32 |
|                                     | 01-Jan-10 | Gen Inc    | 20.48 | 21.78 | 23.04 | 24.32 | 25.60 |
|                                     |           | Salary Fix | 20.97 | 22.28 | 23.59 | 24.90 | 26.21 |
|                                     | 01-Jan-11 | Gen Inc    | 21.31 | 22.64 | 23.97 | 25.30 | 26.63 |
|                                     |           | Salary Fix | 21.82 | 23.18 | 24.54 | 25.90 | 27.26 |

NOTE: Old Rate has a flexibility adjustment of either  
\* \$0.50  
\*\*\$1.50  
Included In the rates

|   |                              |           |         |       |       |       |       |       |       |       |
|---|------------------------------|-----------|---------|-------|-------|-------|-------|-------|-------|-------|
|   |                              |           |         | A     | B     | C     | D     | E     |       |       |
| * | Coord - Maintenance Planning | 01-Jan-06 | Old     | 30.05 | 31.93 | 33.81 | 35.69 | 37.57 |       |       |
| * | Coord - Performance Test     | 01-Jan-47 | Gen Inc | 30.98 | 32.91 | 34.84 | 36.77 | 38.70 |       |       |
| * | Coord - Inspection Programs  | 01-Jan-08 | Gen Inc | 31.90 | 33.89 | 35.88 | 37.87 | 39.86 |       |       |
| * | Coord - Technical Projects   | 01-Jan-09 | Gen Inc | 32.86 | 34.91 | 36.96 | 39.01 | 41.06 |       |       |
|   |                              | 01-Jan-10 | Gen Inc | 34.02 | 36.14 | 38.26 | 40.38 | 42.50 |       |       |
|   |                              | 01-Jan-11 | Gen Inc | 35.36 | 37.57 | 39.76 | 41.99 | 44.20 |       |       |
|   |                              |           |         | A     | B     | C     | D     | E     |       |       |
| * | Coord Work Methods & Safety  | 01-Jan-06 | Old     | 27.54 | 29.26 | 30.98 | 32.70 | 34.42 |       |       |
| * | Coord - Operations           | 01-Jan-07 | Gen Inc | 28.37 | 30.14 | 31.91 | 33.68 | 35.45 |       |       |
|   |                              | 01-Jan-08 | Gen Inc | 29.19 | 31.02 | 32.85 | 34.68 | 36.51 |       |       |
|   |                              | 01-Jan-09 | Gen Inc | 30.09 | 31.97 | 33.85 | 35.73 | 37.61 |       |       |
|   |                              | 01-Jan-10 | Gen Inc | 31.13 | 33.08 | 35.03 | 36.98 | 38.93 |       |       |
|   |                              | 01-Jan-11 | Gen Inc | 32.41 | 34.43 | 36.45 | 38.47 | 40.49 |       |       |
|   |                              |           |         | A     | B     | C     | D     | E     | F     | G     |
| * | Engineer I - IV              | 01-Jan-46 | Old     | 19.35 | 21.61 | 23.90 | 26.17 | 28.46 | 30.73 | 33.01 |
|   |                              | 01-Jan-47 | Gen Inc | 19.92 | 22.25 | 24.61 | 26.95 | 29.31 | 31.65 | 34.00 |
|   |                              | 01-Jan-48 | Gen Inc | 20.52 | 22.92 | 25.35 | 27.76 | 30.19 | 32.60 | 35.02 |
|   |                              | 01-Jan-09 | Gen Inc | 21.18 | 23.63 | 26.13 | 28.61 | 31.11 | 33.59 | 36.08 |
|   |                              | 01-Jan-10 | Gen Inc | 21.89 | 24.44 | 27.03 | 29.60 | 32.19 | 34.76 | 37.34 |
|   |                              | 01-Jan-11 | Gen Inc | 22.78 | 25.43 | 28.13 | 30.80 | 33.49 | 36.16 | 38.84 |
|   |                              |           |         | A     | B     | C     | D     | E     |       |       |
| * | Engineer V                   | 01-Jan-46 | Old     | 33.01 | 35.07 | 37.13 | 39.19 | 41.25 |       |       |
|   |                              | 01-Jan-07 | Gen Inc | 34.01 | 36.13 | 38.25 | 40.37 | 42.49 |       |       |
|   |                              | 01-Jan-06 | Gen Inc | 35.01 | 37.20 | 39.39 | 41.58 | 43.77 |       |       |
|   |                              | 01-Jan-09 | Gen Inc | 36.06 | 38.33 | 40.58 | 42.83 | 45.08 |       |       |
|   |                              | 01-Jan-10 | Gen Inc | 37.34 | 39.67 | 42.00 | 44.33 | 46.66 |       |       |
|   |                              | 01-Jan-11 | Gen Inc | 38.81 | 41.24 | 43.67 | 46.10 | 48.53 |       |       |
|   |                              |           |         | A     | B     | C     | D     | E     |       |       |
| * | Engineer - Senior. †         | 01-Jan-06 | Old     | 35.09 | 37.28 | 39.47 | 41.66 | 43.85 |       |       |
|   |                              | 01-Jan-07 | Gen Inc | 36.13 | 38.39 | 40.66 | 42.91 | 45.17 |       |       |
|   |                              | 01-Jan-06 | Gen Inc | 37.21 | 39.54 | 41.87 | 44.20 | 46.53 |       |       |
|   |                              | 01-Jan-08 | Gen Inc | 38.33 | 40.73 | 43.13 | 45.53 | 47.93 |       |       |
|   |                              | 01-Jan-10 | Gen Inc | 39.69 | 42.17 | 44.65 | 47.13 | 49.61 |       |       |
|   |                              | 01-Jan-11 | Gen Inc | 41.28 | 43.86 | 46.44 | 49.02 | 51.60 |       |       |

NOTE: Old Rate has a flexibility adjustment of either  
 \* \$0.50  
 † \$1.50  
 included in the rates

|                              |           |         | A            | B            | C     | D     | E     |
|------------------------------|-----------|---------|--------------|--------------|-------|-------|-------|
| * Eng Sr Corporate Modelling | 01-Jan-06 | Old     | 37.50        | 39.84        | 42.18 | 44.52 | 46.86 |
| * Engineer - Senior II       | 01-Jan-07 | Gen Inc | <b>38.83</b> | <b>41.04</b> | 43.45 | 45.86 | 48.27 |
|                              | 01-Jan-43 | Gen Inc | 38.79        | 42.25        | 44.74 | 47.23 | 49.72 |
|                              | 01-Jan-49 | Gen Inc | 40.97        | 43.53        | 46.09 | 48.65 | 51.21 |
|                              | 01-Jan-10 | Gen Inc | 42.40        | 45.05        | 47.70 | 50.35 | 53.00 |
|                              | 01-Jan-11 | Gen Inc | <b>44.08</b> | 46.84        | 49.60 | 52.36 | 55.12 |

|  |           |         | A            | B            | C            | D            | E            |
|--|-----------|---------|--------------|--------------|--------------|--------------|--------------|
| ** Forman - Materials Handling<br>(Formerly Coal Forman) | 01-Jan-06 | Old     | 24.28        | 25.78        | 27.30        | 28.82        | 30.34        |
|  | 01-Jan-07 | Gen Inc | 25.01        | 26.57        | 28.13        | <b>29.69</b> | 31.25        |
|  | 01-Jan-08 | Gen Inc | 25.75        | 27.36        | 28.97        | <b>30.58</b> | 32.19        |
|  | 01-Jan-08 | Gen Inc | <b>26.52</b> | 28.18        | <b>29.84</b> | 31.50        | <b>33.16</b> |
|  | 01-Jan-10 | Gen Inc | 27.44        | <b>29.16</b> | <b>30.88</b> | 32.60        | <b>34.32</b> |
|  | 01-Jan-11 | Gen Inc | 28.57        | <b>30.35</b> | <b>32.13</b> | 33.91        | <b>35.69</b> |

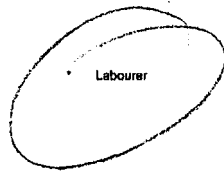
|              |           |         | A     | B            | C            | D            | E     |
|--------------|-----------|---------|-------|--------------|--------------|--------------|-------|
| * Gatekeeper | 01-Jan-06 | Old     | 14.51 | 15.34        | <b>16.22</b> | 17.17        | 18.24 |
|              | 01-Jan-07 | Gen Inc | 15.03 | 15.97        | <b>16.91</b> | 17.85        | 18.79 |
|              | 01-Jan-08 | Gen Inc | 15.47 | <b>16.44</b> | 17.41        | 18.38        | 19.35 |
|              | 01-Jan-09 | Gen Inc | 15.93 | <b>16.93</b> | 17.93        | <b>18.93</b> | 19.93 |
|              | 01-Jan-10 | Gen Inc | 16.51 | <b>17.54</b> | 18.57        | 19.60        | 20.63 |
|              | 01-Jan-11 | Gen Inc | 17.18 | 18.25        | <b>19.32</b> | 20.39        | 21.46 |

|             |           |         | A            | B            | C            | D     | E            |
|-------------|-----------|---------|--------------|--------------|--------------|-------|--------------|
| * Geologist | 01-Jan-06 | Old     | 30.05        | 31.93        | 33.81        | 35.69 | 37.57        |
|             | 01-Jan-07 | Gen Inc | <b>30.98</b> | 32.91        | 34.84        | 36.77 | <b>38.70</b> |
|             | 01-Jan-08 | Gen Inc | 31.90        | <b>33.89</b> | <b>35.88</b> | 37.87 | 39.85        |
|             | 01-Jan-09 | Gen Inc | <b>32.86</b> | 34.91        | <b>36.96</b> | 39.01 | 41.06        |
|             | 01-Jan-10 | Gen Inc | <b>34.02</b> | 36.14        | <b>38.26</b> | 40.38 | 42.60        |
|             | 01-Jan-11 | Gen Inc | <b>35.38</b> | <b>37.57</b> | 39.76        | 41.99 | 44.20        |

|                 |           |         | A            | B     | C     | D     | E            |
|-----------------|-----------|---------|--------------|-------|-------|-------|--------------|
| ** Helper - CSU | 01-Jan-06 | Old     | 16.56        | 17.59 | 18.62 | 19.65 | <b>20.68</b> |
|                 | 01-Jan-07 | Gen Inc | 17.06        | 18.12 | 19.18 | 20.24 | 21.30        |
|                 | 01-Jan-43 | Gen Inc | <b>17.54</b> | 18.64 | 19.74 | 20.84 | 21.94        |
|                 | 01-Jan-09 | Gen Inc | <b>18.08</b> | 19.21 | 20.34 | 21.47 | 22.60        |
|                 | 01-Jan-10 | Gen Inc | 18.71        | 19.88 | 21.05 | 22.22 | <b>23.39</b> |
|                 | 01-Jan-11 | Gen Inc | 19.45        | 20.67 | 21.89 | 23.11 | 24.33        |

NOTE: Old Rate has a flexibility adjustment of either  
 \* \$0.50  
 \*\*\$1.50  
 included in the rates

|                      |           |         | A     | B     | E     | P     | E     |
|----------------------|-----------|---------|-------|-------|-------|-------|-------|
| ** Instrument Person | 01-Jan-06 | Old     | 17.31 | 18.39 | 19.47 | 20.55 | 21.63 |
|                      | 01-Jan-07 | Gen Inc | 17.84 | 18.95 | 20.06 | 21.17 | 22.25 |
|                      | 01-Jan-08 | Gen Inc | 18.35 | 19.50 | 20.65 | 21.80 | 22.95 |
|                      | 01-Jan-09 | Gen Inc | 18.92 | 20.10 | 21.28 | 22.46 | 23.64 |
|                      | Oldan-10  | Gen Inc | 19.59 | 20.81 | 22.03 | 23.25 | 24.47 |
|                      | Oldan-11  | Gen Inc | 20.37 | 21.64 | 22.91 | 24.18 | 25.45 |



|  |           |         | A     | B     | E     | P     | I     |
|--|-----------|---------|-------|-------|-------|-------|-------|
|  | 01-Jan-06 | Old     | 13.44 | 14.28 | 15.12 | 15.96 | 16.80 |
|  | 01-Jan-07 | Gen Inc | 13.86 | 14.72 | 15.58 | 16.44 | 17.30 |
|  | 01-Jan-08 | Gen Inc | 14.28 | 15.15 | 16.04 | 16.93 | 17.82 |
|  | 01-Jan-09 | Gen Inc | 14.88 | 15.80 | 16.72 | 17.64 | 18.56 |
|  | 01-Jan-10 | Gen Inc | 15.20 | 16.15 | 17.10 | 18.05 | 19.00 |
|  | 01-Jan-11 | Gen Inc | 15.80 | 16.79 | 17.76 | 18.77 | 19.76 |

|                              |           |         | A     | B     | E     | D     | E     |
|------------------------------|-----------|---------|-------|-------|-------|-------|-------|
| * Nuns - Occupational Health | 01-Jan-06 | Old     | 27.54 | 29.26 | 30.98 | 32.70 | 34.42 |
|                              | 01-Jan-07 | Gen Inc | 28.37 | 30.14 | 31.91 | 33.68 | 35.45 |
|                              | 01-Jan-08 | Own Inc | 29.19 | 31.02 | 32.85 | 34.68 | 36.51 |
|                              | 01-Jan-09 | Gen Inc | 30.09 | 31.97 | 33.85 | 35.73 | 37.61 |
|                              | 01-Jan-10 | Gen Inc | 31.13 | 33.08 | 35.03 | 36.98 | 38.93 |
|                              | 01-Jan-11 | Gen Inc | 32.41 | 34.43 | 36.45 | 38.47 | 40.49 |

|          |           |         | A     | B     | C     | P     | E     |
|----------|-----------|---------|-------|-------|-------|-------|-------|
| ** Oiler | 01-Jan-06 | Old     | 17.31 | 18.39 | 19.47 | 20.55 | 21.63 |
|          | 01-Jan-07 | Gen Inc | 17.84 | 18.95 | 20.06 | 21.17 | 22.25 |
|          | 01-Jan-08 | Gen Inc | 18.35 | 19.50 | 20.65 | 21.80 | 22.95 |
|          | 01-Jan-09 | Gen Inc | 18.92 | 20.10 | 21.28 | 22.46 | 23.64 |
|          | 01-Jan-10 | Gen Inc | 19.59 | 20.81 | 22.03 | 23.25 | 24.47 |
|          | 01-Jan-11 | Gen Inc | 20.37 | 21.64 | 22.91 | 24.18 | 25.45 |

|             |           |         | A     | B     | E     | D     | E     |
|-------------|-----------|---------|-------|-------|-------|-------|-------|
| ** Operator | 01-Jan-06 | Old     | 23.20 | 24.65 | 26.10 | 27.55 | 29.00 |
|             | 01-Jan-07 | Gen Inc | 23.91 | 25.40 | 26.89 | 28.38 | 29.87 |
|             | 01-Jan-08 | Gen Inc | 24.61 | 26.15 | 27.69 | 29.23 | 30.77 |
|             | 01-Jan-09 | Gen Inc | 25.37 | 26.95 | 28.53 | 30.11 | 31.59 |
|             | 01-Jan-10 | Gen Inc | 26.24 | 27.88 | 29.52 | 31.16 | 32.80 |
|             | 01-Jan-11 | Gen Inc | 27.27 | 28.98 | 30.69 | 32.40 | 34.11 |

NOTE: Old Rate has a flexibility adjustment of either  
 \* \$0.50  
 \* \$1.50  
 included in the rates

|                          |           |            | A     | B     | C     | R     | E     |
|--------------------------|-----------|------------|-------|-------|-------|-------|-------|
| ** Operator Shift        | 01-Jan-06 | Gen Inc    | 23.20 | 24.65 | 26.10 | 27.55 | 29.00 |
|                          | 01-Jan-07 | Ben Inc    | 23.91 | 25.40 | 26.89 | 28.38 | 29.87 |
|                          |           | salary fix | 24.34 | 25.88 | 27.38 | 28.90 | 30.42 |
|                          | 01-Jan-08 | Gen Inc    | 24.81 | 26.15 | 27.69 | 29.23 | 30.77 |
|                          |           | salary fix | 25.06 | 26.63 | 28.20 | 29.77 | 31.34 |
|                          | 01-Jan-09 | Ben Inc    | 25.37 | 26.95 | 28.53 | 30.11 | 31.69 |
|                          |           | salary fix | 25.84 | 27.45 | 29.06 | 30.87 | 32.28 |
|                          | 01-Jan-10 | Gen Inc    | 26.24 | 27.88 | 29.52 | 31.16 | 32.60 |
|                          |           | salary fix | 26.73 | 28.40 | 30.07 | 31.74 | 33.41 |
|                          | 01-Jan-11 | Gen Inc    | 27.27 | 28.98 | 30.89 | 32.40 | 34.11 |
|                          |           | salary fix | 27.76 | 29.52 | 31.26 | 33.00 | 34.74 |
| ** Operators - CSU       | 01-Jan-06 | Old        | 18.76 | 19.93 | 21.10 | 22.27 | 23.44 |
|                          | 01-Jan-07 | Gen Inc    | 19.30 | 20.51 | 21.72 | 22.93 | 24.14 |
|                          | 01-Jan-08 | Gen Inc    | 19.91 | 21.15 | 22.39 | 23.63 | 24.87 |
|                          | 01-Jan-09 | Gen Inc    | 20.50 | 21.78 | 23.06 | 24.34 | 25.62 |
|                          | 01-Jan-10 | Gen Inc    | 21.20 | 22.53 | 23.86 | 25.19 | 26.52 |
|                          | 01-Jan-11 | Gen Inc    | 22.05 | 23.44 | 24.82 | 26.20 | 27.58 |
| ** Operators - Equipment | 01-Jan-06 | Old        | 16.83 | 17.88 | 18.93 | 19.98 | 21.03 |
|                          | 01-Jan-07 | Gen Inc    | 17.34 | 18.42 | 19.50 | 20.58 | 21.66 |
|                          | 01-Jan-08 | Gen Inc    | 17.83 | 18.95 | 20.07 | 21.19 | 22.31 |
|                          | 01-Jan-09 | Gen Inc    | 18.38 | 19.53 | 20.68 | 21.83 | 22.98 |
|                          | 01-Jan-10 | Gen Inc    | 19.03 | 20.22 | 21.41 | 22.60 | 23.79 |
|                          | 01-Jan-11 | Gen Inc    | 19.78 | 21.02 | 22.26 | 23.50 | 24.74 |
| ** Operators - Hydro     | 01-Jan-06 | Old        | 22.18 | 23.56 | 24.94 | 26.32 | 27.70 |
|                          | 01-Jan-07 | Gen Inc    | 22.81 | 24.24 | 25.67 | 27.10 | 28.53 |
|                          | 01-Jan-08 | Gen Inc    | 23.51 | 24.98 | 26.45 | 27.92 | 29.39 |
|                          | 01-Jan-09 | Gen Inc    | 24.23 | 25.74 | 27.25 | 28.76 | 30.27 |
|                          | 01-Jan-10 | Gen Inc    | 25.05 | 26.62 | 28.19 | 29.76 | 31.33 |
|                          | 01-Jan-11 | Gen Inc    | 26.06 | 27.69 | 29.32 | 30.95 | 32.58 |
| ** Operator - Senior     | 01-Jan-06 | Old        | 25.52 | 27.11 | 28.70 | 30.29 | 31.88 |
|                          | 01-Jan-07 | Gen Inc    | 26.28 | 27.92 | 29.58 | 31.20 | 32.84 |
|                          | 01-Jan-08 | Gen Inc    | 27.07 | 28.76 | 30.45 | 32.14 | 33.83 |
|                          | 01-Jan-09 | Gen Inc    | 27.89 | 29.63 | 31.37 | 33.11 | 34.85 |
|                          | 01-Jan-10 | Gen Inc    | 28.87 | 30.67 | 32.47 | 34.27 | 36.07 |
|                          | 01-Jan-11 | Gen Inc    | 29.99 | 31.87 | 33.75 | 35.63 | 37.51 |

NOTE: Old Rate has a flexibility adjustment of either  
\* \$0.50  
\*\* \$1.50  
included in the rates

|                          |           |            |       |       |       |       |       |
|--------------------------|-----------|------------|-------|-------|-------|-------|-------|
| ** Operata. Senior Shift | 01-Jan-06 | OM         | A     | B     | E     | P     | E     |
|                          |           |            | 25.52 | 27.11 | 28.70 | 30.29 | 31.88 |
|                          | 01-Jan-07 | Gen Inc    | 26.28 | 27.92 | 29.56 | 31.20 | 32.84 |
|                          |           | salary fix | 26.71 | 28.36 | 30.05 | 31.72 | 33.39 |
|                          | 01-Jan-08 | Gen Inc    | 27.07 | 28.76 | 30.45 | 32.14 | 33.83 |
|                          |           | salary fix | 27.52 | 29.24 | 30.96 | 32.68 | 34.40 |
|                          | 01-Jan-09 | Gen Inc    | 27.89 | 29.63 | 31.37 | 33.11 | 34.85 |
|                          |           | salary fix | 28.36 | 30.13 | 31.90 | 33.67 | 35.44 |
|                          | 01-Jan-10 | Gen Inc    | 28.67 | 30.67 | 32.47 | 34.27 | 36.07 |
|                          |           | salary fix | 29.36 | 31.19 | 33.02 | 34.85 | 36.68 |
|                          | 01-Jan-11 | Gen Inc    | 29.99 | 31.87 | 33.75 | 35.63 | 37.51 |
|                          |           | salary fix | 30.50 | 32.41 | 34.32 | 36.23 | 38.14 |
| ** Planner               | 01-Jan-06 | Old        | A     | B     | C     | D     | E     |
|                          |           |            | 23.78 | 25.27 | 26.76 | 28.25 | 29.74 |
|                          | 01-Jan-07 | Gen Inc    | 24.51 | 26.04 | 27.57 | 29.10 | 30.63 |
|                          | 01-Jan-08 | Gen Inc    | 25.23 | 26.81 | 28.39 | 29.97 | 31.55 |
|                          | 01-Jan-09 | Gen Inc    | 26.02 | 27.64 | 29.26 | 30.88 | 32.50 |
|                          | 01-Jan-10 | Gen Inc    | 26.82 | 28.60 | 30.28 | 31.96 | 33.64 |
|                          | 01-Jan-11 | Gen Inc    | 27.99 | 29.74 | 31.49 | 33.24 | 34.99 |
| ** Planner. Structural   | 01-Jan-06 | Old        | A     | B     | C     | P     | E     |
|                          |           |            | 17.89 | 18.79 | 19.89 | 20.99 | 22.09 |
|                          | 01-Jan-07 | Gen Inc    | 18.19 | 19.33 | 20.47 | 21.61 | 22.75 |
|                          | 01-Jan-08 | Gen Inc    | 18.75 | 19.92 | 21.09 | 22.26 | 23.43 |
|                          | 01-Jan-09 | Gen Inc    | 19.29 | 20.50 | 21.71 | 22.92 | 24.13 |
|                          | 01-Jan-10 | Gen Inc    | 19.98 | 21.23 | 22.48 | 23.73 | 24.98 |
|                          | 01-Jan-11 | Gen Inc    | 20.78 | 22.08 | 23.38 | 24.68 | 25.98 |
| * Security Guard         | 01-Jan-06 | Old        | A     | B     | C     | P     | E     |
|                          |           |            | 17.17 | 18.24 | 19.31 | 20.38 | 21.45 |
|                          | 01-Jan-07 | Gen Inc    | 17.69 | 18.79 | 19.89 | 20.99 | 22.09 |
|                          | 01-Jan-08 | Gen Inc    | 18.19 | 19.33 | 20.47 | 21.61 | 22.75 |
|                          | 01-Jan-09 | Gen Inc    | 18.75 | 19.92 | 21.09 | 22.26 | 23.43 |
|                          | 01-Jan-10 | Gen Inc    | 19.41 | 20.62 | 21.83 | 23.04 | 24.25 |
|                          | 01-Jan-11 | Gen Inc    | 20.18 | 21.44 | 22.70 | 23.98 | 25.22 |
| Security Guard - Senior  | 01-Jan-06 | Old        | A     | B     | C     | D     | E     |
|                          |           |            | 18.14 | 19.27 | 20.40 | 21.53 | 22.66 |
|                          | 01-Jan-07 | Gen Inc    | 18.66 | 19.83 | 21.00 | 22.17 | 23.34 |
|                          | 01-Jan-08 | Gen Inc    | 19.24 | 20.44 | 21.64 | 22.84 | 24.04 |
|                          | 01-Jan-09 | Gen Inc    | 19.80 | 21.04 | 22.28 | 23.52 | 24.76 |
|                          | 01-Jan-10 | Gen Inc    | 20.51 | 21.79 | 23.07 | 24.35 | 25.63 |
|                          | 01-Jan-11 | Gen Inc    | 21.34 | 22.67 | 24.00 | 25.33 | 26.66 |

NOTE: Old Rate has a flexibility adjustment of either  
 \* \$0.50  
 \*\* \$1.50  
 included in the rates

|                           |           |         | A     | B     | E     | R     | E     |
|---------------------------|-----------|---------|-------|-------|-------|-------|-------|
| * Specialist - Chemistry  | 01-Jan-06 | Old     | 33.01 | 35.07 | 37.13 | 39.19 | 41.21 |
| * Specialist - Inspection | 01-Jan-07 | Gen Inc | 34.01 | 36.13 | 38.25 | 40.37 | 42.49 |
|                           | 01-Jan-08 | Gen Inc | 35.01 | 37.20 | 39.39 | 41.58 | 43.77 |
|                           | 01-Jan-09 | Gen Inc | 36.08 | 38.33 | 40.58 | 42.83 | 45.08 |
|                           | 01-Jan-10 | Gen Inc | 37.34 | 39.67 | 42.00 | 44.33 | 46.66 |
|                           | 01-Jan-11 | Gen Inc | 38.81 | 41.24 | 43.67 | 45.10 | 48.53 |



|                       |           |         | A     | B     | C     | R     | E     |
|-----------------------|-----------|---------|-------|-------|-------|-------|-------|
| * Specialist - Senior | 01-Jan-06 | Old     | 37.50 | 39.84 | 42.18 | 44.52 | 46.86 |
|                       | 01-Jan-07 | Gen Inc | 38.63 | 41.04 | 43.45 | 45.58 | 48.27 |
|                       | 01-Jan-08 | Gen Inc | 39.78 | 42.25 | 44.74 | 47.23 | 49.72 |
|                       | 01-Jan-09 | Gen Inc | 40.97 | 43.53 | 46.09 | 48.65 | 51.21 |
|                       | 01-Jan-10 | Gen Inc | 42.40 | 45.05 | 47.70 | 50.36 | 53.00 |
|                       | 01-Jan-11 | Gen Inc | 44.08 | 46.84 | 49.50 | 52.38 | 55.12 |

|                |           |         | A     | B     | C     | D     | E     |
|----------------|-----------|---------|-------|-------|-------|-------|-------|
| ** Storekeeper | 01-Jan-06 | Old     | 17.69 | 18.79 | 19.89 | 20.99 | 22.09 |
|                | 01-Jan-07 | Gen Inc | 18.19 | 19.33 | 20.47 | 21.61 | 22.75 |
|                | 01-Jan-08 | Gen Inc | 18.75 | 19.92 | 21.09 | 22.26 | 23.43 |
|                | 01-Jan-09 | Gen Inc | 19.29 | 20.50 | 21.71 | 22.92 | 24.13 |
|                | 01-Jan-10 | Gen Inc | 19.98 | 21.23 | 22.48 | 23.73 | 24.98 |
|                | 01-Jan-11 | Gen Inc | 20.78 | 22.08 | 23.38 | 24.68 | 25.98 |

|                                    |           |         | A     | B     | C     | D     | E     |
|------------------------------------|-----------|---------|-------|-------|-------|-------|-------|
| Supervisor - Chem. and Environment | 01-Jan-06 | Old     | 30.93 | 32.86 | 34.79 | 36.72 | 38.65 |
|                                    | 01-Jan-07 | Gen Inc | 31.85 | 33.84 | 35.83 | 37.82 | 39.81 |
|                                    | 01-Jan-08 | Gen Inc | 32.81 | 34.86 | 36.91 | 38.96 | 41.01 |
|                                    | 01-Jan-09 | Gen Inc | 33.80 | 35.91 | 38.02 | 40.13 | 42.24 |
|                                    | 01-Jan-10 | Gen Inc | 34.88 | 37.15 | 39.34 | 41.53 | 43.72 |
|                                    | 01-Jan-11 | Gen Inc | 36.09 | 38.66 | 40.93 | 43.20 | 45.47 |

|   |           |         | A     | B     | C     | D     | E     |
|---|-----------|---------|-------|-------|-------|-------|-------|
| Supervisor Construction & General Maintenance - Hydro | 01-Jan-06 | Old     | 27.54 | 29.26 | 30.98 | 32.70 | 34.42 |
|   | 01-Jan-07 | Gen Inc | 28.37 | 30.14 | 31.91 | 33.68 | 35.45 |
|   | 01-Jan-08 | Gen Inc | 29.19 | 31.02 | 32.85 | 34.68 | 36.51 |
|   | 01-Jan-09 | Gen Inc | 30.09 | 31.97 | 33.85 | 35.73 | 37.81 |
|   | 01-Jan-10 | Gen Inc | 31.13 | 33.08 | 35.03 | 36.98 | 38.93 |
|   | 01-Jan-11 | Gen Inc | 32.41 | 34.43 | 36.45 | 38.47 | 40.49 |

NOTE: Old Rate has a flexibility adjustment of either  
 \* \$0.50  
 \*\* \$1.50  
 included in the rates

|   |           |         |       |       |       |       |       |
|---|-----------|---------|-------|-------|-------|-------|-------|
| ** Supervisor - General<br>Maintenance                        | 01-Jan-06 | Old     | A     | E     | E     | D     | E     |
|   | 01-Jan-07 | Gen Inc | 24.26 | 25.78 | 27.30 | 28.82 | 30.34 |
|   | 01-Jan-08 | Gen Inc | 25.01 | 26.57 | 28.13 | 29.69 | 31.25 |
|   | 01-Jan-09 | Gen Inc | 25.75 | 27.36 | 28.97 | 30.58 | 32.19 |
|   | 01-Jan-10 | Gen Inc | 26.52 | 28.18 | 29.84 | 31.50 | 33.16 |
|   | 01-Jan-11 | Gen Inc | 27.44 | 29.16 | 30.88 | 32.60 | 34.32 |
| ** Supervisor Shifts - Hydro                                  | 01-Jan-06 | Old     | A     | B     | C     | D     | E     |
|   | 01-Jan-07 | Gen Inc | 28.40 | 30.18 | 31.96 | 33.74 | 35.52 |
|   | 01-Jan-08 | Gen Inc | 29.27 | 31.10 | 32.93 | 34.76 | 36.59 |
|   | 01-Jan-09 | Gen Inc | 30.17 | 32.05 | 33.93 | 35.81 | 37.69 |
|   | 01-Jan-10 | Gen Inc | 31.06 | 33.00 | 34.94 | 36.88 | 38.82 |
|   | 01-Jan-11 | Gen Inc | 32.14 | 34.15 | 36.16 | 38.17 | 40.18 |
| ** Supervisor - Mechanical<br>E I & C<br>Chemical<br>Planning | 01-Jan-06 | Old     | e     | B     | C     | D     | E     |
|   | 01-Jan-07 | Gen Inc | 28.40 | 30.18 | 31.96 | 33.74 | 35.52 |
|   | 01-Jan-08 | Gen Inc | 29.27 | 31.10 | 32.93 | 34.76 | 36.59 |
|   | 01-Jan-09 | Gen Inc | 30.17 | 32.05 | 33.93 | 35.81 | 37.69 |
|   | 01-Jan-10 | Gen Inc | 31.06 | 33.00 | 34.94 | 36.88 | 38.82 |
|   | 01-Jan-11 | Gen Inc | 32.14 | 34.15 | 36.16 | 38.17 | 40.18 |
| ** Supervisor - Shift Day                                     | 01-Jan-06 | Old     | a     | B     | C     | D     | E     |
|   | 01-Jan-07 | Gen Inc | 30.93 | 32.86 | 34.79 | 36.72 | 38.65 |
|   | 01-Jan-08 | Gen Inc | 31.85 | 33.84 | 35.83 | 37.82 | 39.81 |
|   | 01-Jan-09 | Gen Inc | 32.81 | 34.86 | 36.91 | 38.96 | 41.01 |
|   | 01-Jan-10 | Gen Inc | 33.80 | 35.91 | 38.02 | 40.13 | 42.24 |
|   | 01-Jan-11 | Gen Inc | 34.96 | 37.15 | 39.34 | 41.53 | 43.72 |
| ** Supervisor - Shift   | 01-Jan-06 | Old     | A     | B     | C     | D     | E     |
|   | 01-Jan-07 | Gen Inc | 30.93 | 32.86 | 34.79 | 36.72 | 38.65 |
|   | 01-Jan-08 | Gen Inc | 31.85 | 33.84 | 35.83 | 37.82 | 39.81 |
|   | 01-Jan-09 | Gen Inc | 32.26 | 34.30 | 36.32 | 38.34 | 40.36 |
|   | 01-Jan-10 | Gen Inc | 32.81 | 34.86 | 36.91 | 38.96 | 41.01 |
|   | 01-Jan-11 | Gen Inc | 33.28 | 35.34 | 37.42 | 39.50 | 41.58 |
|   | 01-Jan-12 | Gen Inc | 33.80 | 35.91 | 38.02 | 40.13 | 42.24 |
|   | 01-Jan-13 | Gen Inc | 34.27 | 36.41 | 38.56 | 40.69 | 42.83 |
|   | 01-Jan-14 | Gen Inc | 34.66 | 37.15 | 39.34 | 41.53 | 43.72 |
|   | 01-Jan-15 | Gen Inc | 35.45 | 37.67 | 39.89 | 42.11 | 44.33 |
|   | 01-Jan-16 | Gen Inc | 36.39 | 38.66 | 40.93 | 43.20 | 45.47 |
|   | 01-Jan-17 | Gen Inc | 36.90 | 39.20 | 41.50 | 43.80 | 46.10 |

NOTE: Old Rate has a flexibility adjustment of either  
 \* \$0.50  
 \*\*\$1.50  
 included in the rates



|                            |           |            | A     | B     | C     | D     | E     |
|----------------------------|-----------|------------|-------|-------|-------|-------|-------|
| ** Supervisor - Stores     | 01-Jan-06 | Old        | 28.18 | 27.82 | 29.46 | 31.10 | 32.74 |
|                            | 01-Jan-07 | Gen Inc    | 28.96 | 28.65 | 30.34 | 32.03 | 33.72 |
|                            | 01-Jan-08 | Gen Inc    | 27.77 | 29.51 | 31.25 | 32.99 | 34.73 |
|                            | 01-Jan-09 | Gen Inc    | 28.81 | 30.40 | 32.19 | 33.98 | 35.77 |
|                            | 01-Jan-10 | Gen Inc    | 29.62 | 31.47 | 33.32 | 35.17 | 37.02 |
|                            | 01-Jan-11 | Gen Inc    | 30.82 | 32.74 | 34.66 | 36.58 | 38.50 |
|                            |           |            | A     | B     | C     | D     | E     |
| * Technical Assistant I    | 01-Jan-06 | Old        | 22.92 | 24.35 | 25.78 | 27.21 | 28.64 |
|                            | 01-Jan-07 | Gen Inc    | 23.62 | 25.09 | 26.56 | 28.03 | 29.50 |
|                            | 01-Jan-08 | Gen Inc    | 24.31 | 25.83 | 27.35 | 28.87 | 30.39 |
|                            | 01-Jan-09 | Gen Inc    | 25.08 | 26.62 | 28.18 | 29.74 | 31.30 |
|                            | 01-Jan-10 | Gen Inc    | 25.92 | 27.54 | 29.16 | 30.78 | 32.40 |
|                            | 01-Jan-11 | Gen Inc    | 26.98 | 28.66 | 30.34 | 32.02 | 33.70 |
|                            |           |            | A     | B     | C     | D     | E     |
| * Technical Assistant II   | 01-Jan-06 | Old        | 25.28 | 26.86 | 28.44 | 30.02 | 31.60 |
|                            | 01-Jan-07 | Gen Inc    | 26.03 | 27.66 | 29.29 | 30.92 | 32.55 |
|                            | 01-Jan-08 | Gen Inc    | 26.81 | 28.49 | 30.17 | 31.85 | 33.53 |
|                            | 01-Jan-09 | Gen Inc    | 27.62 | 29.35 | 31.08 | 32.81 | 34.54 |
|                            | 01-Jan-10 | Gen Inc    | 28.59 | 30.38 | 32.17 | 33.96 | 35.75 |
|                            | 01-Jan-11 | Gen Inc    | 29.74 | 31.60 | 33.48 | 35.32 | 37.18 |
|                            |           |            | A     | B     | E     | P     | E     |
| ** Tech I                  | 01-Jan-06 | Old        | 21.71 | 23.07 | 24.43 | 25.79 | 27.15 |
|                            | 01-Jan-07 | Gen Inc    | 22.37 | 23.77 | 25.17 | 26.57 | 27.97 |
|                            | 01-Jan-08 | Gen Inc    | 23.05 | 24.49 | 25.93 | 27.37 | 28.81 |
|                            | 01-Jan-09 | Gen Inc    | 23.76 | 25.24 | 26.72 | 28.20 | 29.68 |
|                            | 01-Jan-10 | Gen Inc    | 24.56 | 26.10 | 27.64 | 29.18 | 30.72 |
|                            | 01-Jan-11 | Gen Inc    | 25.55 | 27.15 | 28.75 | 30.35 | 31.95 |
|                            |           |            | A     | B     | C     | D     | E     |
| ** Tech I - Chemical Shift | 01-Jan-06 | Old        | 21.71 | 23.07 | 24.43 | 25.79 | 27.15 |
|                            | 01-Jan-07 | Gen Inc    | 22.37 | 23.77 | 25.17 | 26.57 | 27.97 |
|                            |           | salary fix | 22.80 | 24.23 | 25.66 | 27.09 | 28.52 |
|                            | 01-Jan-08 | Gen Inc    | 23.05 | 24.49 | 25.93 | 27.37 | 28.81 |
|                            |           | salary fix | 23.50 | 24.97 | 26.44 | 27.91 | 29.38 |
|                            | 01-Jan-09 | Gen Inc    | 23.76 | 25.24 | 26.72 | 28.20 | 29.68 |
|                            |           | salary fix | 24.23 | 25.74 | 27.25 | 28.76 | 30.27 |
|                            | 01-Jan-10 | Gen Inc    | 24.56 | 26.10 | 27.64 | 29.18 | 30.72 |
|                            |           | salary fix | 25.05 | 26.62 | 28.19 | 29.76 | 31.33 |
|                            | 01-Jan-11 | Gen Inc    | 25.55 | 27.15 | 28.75 | 30.35 | 31.95 |
|                            |           | salary fix | 26.06 | 27.69 | 29.32 | 30.95 | 32.58 |

NOTE: Old Rate has a flexibility adjustment of either  
• \$0.50  
\*\*\$1.50  
included in the rates

|                                  |           |            |              |              |              |              |              |
|----------------------------------|-----------|------------|--------------|--------------|--------------|--------------|--------------|
| ** Tech II                       | 01-Jan-06 | Old        | A            | B            | E            | P            | E            |
|                                  | 01-Jan-07 | Gen Inc    | 23.78        | 25.27        | 26.76        | 28.25        | 29.74        |
|                                  | 01-Jan-07 | Gen Inc    | <b>24.51</b> | <b>26.04</b> | <b>27.57</b> | <b>29.10</b> | <b>30.63</b> |
|                                  | 01-Jan-08 | Gen Inc    | 25.23        | 26.81        | <b>28.39</b> | 29.97        | 31.58        |
|                                  | 01-Jan-09 | Gen Inc    | 26.02        | 27.64        | 29.26        | 30.88        | 32.50        |
|                                  | 01-Jan-10 | Gen Inc    | <b>26.92</b> | <b>28.60</b> | <b>30.28</b> | <b>31.98</b> | <b>33.64</b> |
|                                  | 01-Jan-11 | Gen Inc    | 27.99        | 29.74        | 31.49        | 33.24        | 34.99        |
| ** Tech II - Chemical Shift      | 01-Jan-06 | Old        | A            | B            | E            | D            | E            |
|                                  | 01-Jan-07 | Gen Inc    | 23.78        | 25.27        | 26.76        | 28.25        | 29.74        |
|                                  | 01-Jan-07 | Gen Inc    | 24.51        | 26.04        | 27.57        | 29.10        | 30.63        |
|                                  |           | salary fix | 24.94        | 26.50        | <b>28.06</b> | 29.62        | 31.18        |
|                                  | 01-Jan-08 | Gen Inc    | 25.23        | 26.81        | 28.39        | 29.97        | 31.55        |
|                                  |           | Wary fix   | 25.68        | 27.29        | <b>28.90</b> | 30.51        | 32.12        |
|                                  | 01-Jan-09 | Gen Inc    | 26.02        | 27.64        | 29.26        | <b>30.88</b> | <b>32.50</b> |
|                                  |           | salary fix | 26.49        | 28.14        | 29.79        | 31.44        | 33.09        |
|                                  | 01-Jan-10 | Gen Inc    | <b>26.92</b> | <b>28.60</b> | <b>30.28</b> | 31.96        | 33.64        |
|                                  |           | salary fix | 27.41        | 29.12        | 30.83        | 32.54        | 34.25        |
|                                  | 01-Jan-11 | Gen Inc    | 27.99        | 29.74        | 31.49        | 33.24        | 34.99        |
|                                  |           | salary fix | <b>28.50</b> | <b>30.26</b> | <b>32.06</b> | <b>33.84</b> | <b>35.62</b> |
| ** Technicians - Senior          | 01-Jan-06 | Old        | A            | B            | C            | E            | a            |
| ** Technicians - Control Systems | 01-Jan-07 | Gen Inc    | 28.17        | 27.80        | 29.43        | <b>31.06</b> | <b>32.69</b> |
|                                  | 01-Jan-08 | Gen Inc    | 28.95        | 28.63        | 30.31        | 31.99        | 33.67        |
|                                  | 01-Jan-08 | Gen Inc    | 27.76        | 29.49        | <b>31.22</b> | 32.95        | 34.68        |
|                                  | 01-Jan-09 | Gen Inc    | <b>28.56</b> | <b>30.35</b> | <b>32.14</b> | 33.93        | 35.72        |
|                                  | 01-Jan-10 | Gen Inc    | 29.57        | 31.42        | 33.27        | 35.12        | 36.97        |
|                                  | 01-Jan-11 | Gen Inc    | 30.77        | 32.69        | 34.61        | 36.53        | 38.45        |
| * Technical Specialist           | 01-Jan-06 | Old        | A            | B            | C            | P            | I            |
|                                  | 01-Jan-07 | Gen Inc    | 27.57        | 29.29        | <b>31.01</b> | <b>32.73</b> | <b>34.45</b> |
|                                  | 01-Jan-08 | Gen Inc    | 28.40        | 30.17        | <b>31.94</b> | <b>33.71</b> | <b>35.48</b> |
|                                  | 01-Jan-08 | Gen Inc    | <b>29.23</b> | <b>31.06</b> | <b>32.89</b> | 34.72        | 36.55        |
|                                  | 01-Jan-09 | Gen Inc    | <b>30.13</b> | <b>32.01</b> | <b>33.89</b> | <b>35.77</b> | <b>37.65</b> |
|                                  | 01-Jan-10 | Gen Inc    | 31.17        | 33.12        | <b>35.07</b> | <b>37.02</b> | <b>38.97</b> |
|                                  | 01-Jan-11 | Gen Inc    | 32.41        | 34.44        | 36.47        | 38.50        | 40.53        |

NOTE: Old Rate has a flexibility adjustment of either  
\* \$0.50  
\*\* \$1.50  
included in the rates

|                                   |           |           | A            | B            | C            | P            | E            |
|-----------------------------------|-----------|-----------|--------------|--------------|--------------|--------------|--------------|
| ** Tradesworker - Maintenance     | 01-Jan-06 | Old       | 21.71        | 23.07        | 24.43        | 25.79        | 27.15        |
|                                   | 01-Jan-07 | Class Adj | 22.17        | <b>23.55</b> | 24.93        | <b>26.31</b> | 27.69        |
|                                   |           | Gen Inc   | 22.80        | 24.23        | <b>25.66</b> | 27.09        | 28.52        |
|                                   | 01-Jan-08 | Class Adj | 23.29        | 24.74        | 26.19        | 27.64        | <b>29.09</b> |
|                                   |           | Gen Inc   | 23.96        | 25.46        | <b>26.96</b> | 28.48        | <b>29.96</b> |
|                                   | 01-Jan-09 | Gen Inc   | 24.70        | 26.24        | 27.78        | 29.32        | <b>30.86</b> |
|                                   | 01-Jan-10 | Gen Inc   | 25.54        | 27.14        | 28.74        | <b>30.34</b> | 31.94        |
|                                   | 01-Jan-11 | Gen Inc   | 26.58        | 28.24        | 29.90        | 31.56        | 33.22        |
| Tradesworker - Senior Maintenance | 01-Jan-06 | Old       | 23.88        | 25.37        | 26.86        | 28.35        | 29.84        |
|                                   | 01-Jan-07 | Gen Inc   | 24.56        | 26.12        | 27.66        | 29.20        | 30.74        |
|                                   | 01-Jan-08 | Gen Inc   | 25.34        | <b>26.92</b> | 28.60        | 30.08        | 31.66        |
|                                   | 01-Jan-09 | Gen Inc   | 26.09        | 27.72        | 29.35        | 30.98        | 32.61        |
|                                   | 01-Jan-10 | Gen Inc   | 26.99        | 28.68        | <b>30.37</b> | 32.06        | 33.75        |
|                                   | 01-Jan-11 | Gen Inc   | 28.10        | <b>29.85</b> | 31.60        | <b>33.35</b> | <b>35.10</b> |
| ** Tradesworker - Utility         | 01-Jan-06 | Old       | 20.33        | 21.60        | 22.87        | 24.14        | 25.41        |
|                                   | 01-Jan-07 | Class Adj | 20.54        | 21.92        | 23.10        | 24.39        | 25.66        |
|                                   |           | Gen Inc   | 21.15        | 22.47        | 23.79        | 25.11        | 26.43        |
|                                   | 01-Jan-08 | Class Adj | 21.37        | 22.70        | 24.03        | 25.38        | <b>26.69</b> |
|                                   |           | Gen Inc   | 22.01        | 23.38        | 24.75        | 26.12        | 27.49        |
|                                   | 01-Jan-09 | Gen Inc   | <b>22.64</b> | 24.06        | 25.48        | <b>26.90</b> | <b>28.32</b> |
|                                   | 01-Jan-10 | Gen Inc   | 23.43        | 24.90        | 26.37        | 27.64        | 29.31        |
|                                   | 01-Jan-11 | Gen Inc   | 24.40        | 25.92        | 27.44        | 28.96        | 30.48        |
| ** Utilityworkers                 | 01-Jan-06 | Old       | 15.45        | 16.42        | 17.39        | 18.36        | 19.33        |
|                                   | 01-Jan-07 | Class Adj | <b>15.60</b> | <b>16.58</b> | 17.56        | 18.54        | 19.52        |
|                                   |           | Gen Inc   | 16.07        | 17.08        | 18.09        | 19.10        | 20.11        |
|                                   | 01-Jan-08 | Class Adj | 16.23        | 17.25        | 18.27        | <b>19.29</b> | 20.31        |
|                                   |           | Gen Inc   | 16.72        | 17.77        | 18.82        | 19.87        | 20.92        |
|                                   | 01-Jan-09 | Gen Inc   | 17.23        | 18.31        | <b>19.39</b> | 20.47        | 21.55        |
|                                   | 01-Jan-10 | Gen Inc   | 17.83        | 18.95        | 20.07        | 21.19        | 22.31        |
|                                   | 01-Jan-11 | Gen Inc   | <b>18.56</b> | 19.72        | <b>20.88</b> | 22.04        | <b>23.20</b> |

NOTE: Old Rate has a flexibility adjustment of either  
\* \$0.50  
\*\* \$1.50  
Included in the rates

APPENDIX "AI"

|                      |           |         |                |                |
|----------------------|-----------|---------|----------------|----------------|
| Accountant, Junior   | 01-Jan-06 | Old     | <u>Minimum</u> | <u>Maximum</u> |
|                      | 01-Jan-07 | Gen Inc | 22.39          | 28.50          |
|                      | 01-Jan-08 | Gen Inc | 23.08          | 29.38          |
|                      | 01-Jan-09 | Gen Inc | 23.75          | 30.24          |
|                      | 01-Jan-10 | Gen Inc | 24.46          | 31.15          |
|                      | 01-Jan-11 | Gen Inc | 25.32          | 32.24          |
|                      |           |         | 26.33          | 33.53          |
| Accountant - General | 01-Jan-06 | Old     | <u>Minimum</u> | <u>Maximum</u> |
|                      | 01-Jan-07 | Gen Inc | 26.16          | 33.22          |
|                      | 01-Jan-08 | Gen Inc | 26.99          | 34.22          |
|                      | 01-Jan-09 | Ben Inc | 27.76          | 35.25          |
|                      | 01-Jan-10 | Gen Inc | 28.55          | 36.31          |
|                      | 01-Jan-11 | Gen Inc | 29.55          | 37.58          |
|                      |           |         | 30.77          | 39.08          |
| Accl Regional        | 01-Jan-06 | Old     | <u>Minimum</u> | <u>Maximum</u> |
|                      | 01-Jan-07 | Gen Inc | 25.80          | 32.79          |
|                      | 01-Jan-08 | Gen Inc | 26.55          | 33.78          |
|                      | 01-Jan-09 | Gen Inc | 27.38          | 34.79          |
|                      | 01-Jan-10 | Gen Inc | 28.20          | 35.83          |
|                      | 01-Jan-11 | Gen Inc | 29.19          | 37.09          |
|                      |           |         | 30.36          | 38.57          |
| Admin FuelContracts  | 01-Jan-06 | Old     | <u>Minimum</u> | <u>Maximum</u> |
|                      | 01-Jan-07 | Gen Inc | 28.48          | 38.12          |
|                      | 01-Jan-08 | Gen Inc | 29.34          | 37.21          |
|                      | 01-Jan-09 | Gen Inc | 30.22          | 38.33          |
|                      | 01-Jan-10 | Ben Inc | 31.13          | 39.48          |
|                      | 01-Jan-11 | Gen Inc | 32.22          | 40.86          |
|                      |           |         | 33.51          | 42.50          |
| Analyst Business     | 01-Jan-06 | Old     | <u>Minimum</u> | <u>Maximum</u> |
|                      | 01-Jan-07 | Gen Inc | 24.14          | 30.70          |
|                      | 01-Jan-08 | Gen Inc | 24.87          | 31.62          |
|                      | 01-Jan-09 | Gen Inc | 25.62          | 32.57          |
|                      | 01-Jan-10 | Gen Inc | 26.39          | 33.55          |
|                      | 01-Jan-11 | Gen Inc | 27.31          | 34.73          |
|                      |           |         | 28.40          | 36.12          |
| Analyst FuelCost     | 01-Jan-06 | Old     | <u>Minimum</u> | <u>Maximum</u> |
|                      | 01-Jan-07 | Gen Inc | 24.14          | 30.70          |
|                      | 01-Jan-08 | Gen Inc | 24.87          | 31.62          |
|                      | 01-Jan-09 | Gen Inc | 25.62          | 32.57          |
|                      | 01-Jan-10 | Gen Inc | 26.39          | 33.55          |
|                      | 01-Jan-11 | Gen Inc | 27.31          | 34.73          |
|                      |           |         | 28.40          | 36.12          |

NOTE: Old Rate has a flexibility adjustment of \$0.50 included in the rates

|                                |           |         | <u>Minimum</u> | <u>Maximum</u> |
|--------------------------------|-----------|---------|----------------|----------------|
| Analyst Market                 | 01-Jan-06 | Old     | 31.14          | 39.45          |
|                                | 01-Jan-07 | Gen Inc | 32.08          | 40.84          |
|                                | 01-Jan-08 | Gen Inc | 33.04          | 41.88          |
|                                | 01-Jan-09 | Gen Inc | 34.03          | 43.12          |
|                                | 01-Jan-10 | Gen Inc | 35.22          | 44.83          |
|                                | 01-Jan-11 | Gen Inc | 36.63          | 45.42          |
| Asst Controller Generation     | 01-Jan-06 | Old     | 31.14          | 39.45          |
|                                | 01-Jan-07 | Gen Inc | 32.08          | 40.84          |
|                                | 01-Jan-08 | Gen Inc | 33.04          | 41.88          |
|                                | 01-Jan-09 | Gen Inc | 34.03          | 43.12          |
|                                | 01-Jan-10 | Gen Inc | 35.22          | 44.83          |
|                                | 01-Jan-11 | Gen Inc | 36.63          | 46.42          |
| Coord Load Forecast & Resource | 01-Jan-06 | Old     | 34.22          | 43.30          |
|                                | 01-Jan-07 | Gen Inc | 35.25          | 44.80          |
|                                | 01-Jan-08 | Gen Inc | 36.31          | 45.94          |
|                                | 01-Jan-09 | Gen Inc | 37.40          | 47.32          |
|                                | 01-Jan-10 | Gen Inc | 38.71          | 48.98          |
|                                | 01-Jan-11 | Gen Inc | 40.26          | 50.94          |
| Prof. Inf. Tech. I-IV          | 01-Jan-06 | Old     | 31.14          | 39.44          |
|                                | 01-Jan-07 | Gen Inc | 32.08          | 40.82          |
|                                | 01-Jan-08 | Gen Inc | 33.04          | 41.84          |
|                                | 01-Jan-09 | Gen Inc | 34.03          | 43.10          |
|                                | 01-Jan-10 | Gen Inc | 35.22          | 44.51          |
|                                | 01-Jan-11 | Gen Inc | 36.63          | 45.40          |
| Prof. Info. Tech. V            | 01-Jan-06 | Old     | 34.22          | 43.30          |
|                                | 01-Jan-07 | Gen Inc | 35.25          | 44.80          |
|                                | 01-Jan-08 | Gen Inc | 36.31          | 45.94          |
|                                | 01-Jan-09 | Gen Inc | 37.40          | 47.32          |
|                                | 01-Jan-10 | Gen Inc | 38.71          | 48.98          |
|                                | 01-Jan-11 | Gen Inc | 40.26          | 50.94          |
| Planner Supply Field           | 01-Jan-06 | Old     | 28.13          | 33.22          |
|                                | 01-Jan-07 | Gen Inc | 28.92          | 34.22          |
|                                | 01-Jan-08 | Gen Inc | 27.73          | 35.25          |
|                                | 01-Jan-09 | Gen Inc | 28.56          | 36.31          |
|                                | 01-Jan-10 | Gen Inc | 28.56          | 37.58          |
|                                | 01-Jan-11 | Gen Inc | 30.74          | 39.08          |

NOTE: Old Rate has a flexibility adjustment of \$0.50 included in the rates

|                                |           |         |                |                |
|--------------------------------|-----------|---------|----------------|----------------|
|                                |           |         | <u>Minimum</u> | <u>Maximum</u> |
| Planner Supply H.O.            | 01-Jan-08 | Old     | 28.16          | 33.22          |
|                                | 01-Jan-07 | Gen Inc | 28.95          | 34.22          |
|                                | 01-Jan-08 | Gen Inc | 27.76          | 35.25          |
|                                | 01-Jan-09 | Gen Inc | 28.59          | 36.31          |
|                                | 01-Jan-10 | Gen Inc | 29.59          | 37.58          |
|                                | 01-Jan-11 | Gen Inc | 30.77          | 39.08          |
|                                |           |         | <u>Minimum</u> | <u>Maximum</u> |
| Spec. Financial Bulk Marketing | 01-Jan-06 | Old     | 28.48          | 36.12          |
|                                | 01-Jan-07 | Gen Inc | 29.34          | 37.21          |
|                                | 01-Jan-08 | Gen Inc | 30.22          | 38.33          |
|                                | 01-Jan-09 | Gen Inc | 31.13          | 39.48          |
|                                | 01-Jan-10 | Gen Inc | 32.22          | 40.86          |
|                                | 01-Jan-11 | Gen Inc | 33.51          | 42.50          |

NOTE: Old Rate has a flexibility adjustment of \$0.50 included in the rates

APPENDIX "E"

**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 twelve (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 fifteen (15) weeks for maternity leave and ten (10) weeks for adoption leave. Where an employee is subject to a waiting period of two (2) 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, 2007 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 (6) 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:**

**Vacation**

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

**Statutory Holidays**

Payment for the eleven (11) holidays specified in the Collective Agreement shall be pro-rated according to the number of hours worked.

**Sick Leave (Short Term Disability)**

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

**Long Term Disability**

Long term disability benefits shall be pro-rated according to the number of hours worked.

**Health Care Benefits Including Dental Care**

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

**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.

**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.

**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 (4) 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 (10) 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 five (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 (11) 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 re-apply, 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 Human Resources Department, by no later than July 31<sup>st</sup> of the prior year. Decisions as to approval of individual applications will be made by August 31<sup>st</sup>.

**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) a period of **four (4) consecutive weeks** which includes one third of the employee's vacation entitlement. Entitlement will be based on eleven point three (11.3) months work for the year; or
- b) a period of eight (8) consecutive weeks which includes **two** thirds of the employee's vacation entitlement. Entitlement will be based on ten point six (10.6) months work for the year.

**Four (4) Weeks**

| Normal Entitlement | x | 11.3/12 | = | Reduced Entitlement | x | 1/3  | = | 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                       |

**Eight (8) Weeks**

| Normal Entitlement | x | 10.6/12 | = | Reduced Entitlement | x | 2/3  | = | 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 twelve (12) month period commencing September 1<sup>st</sup> 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).

$$\frac{\text{Work days Per year} - \text{Summer Leave Period} + \text{1/3 or 2/3 Vacation Entitlement}}{\text{Work days per year}} = \text{\% of normal hourly rate}$$

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:

**Four 14) 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% |



**Eight (8) Weeks**

|                     |                 |   |            |   |       |
|---------------------|-----------------|---|------------|---|-------|
| 15 days entitlement | $261 - 40 + 9$  | = | <b>230</b> | = | 88.1% |
|                     | 261             |   | 261        |   |       |
| 20 days entitlement | $261 - 40 + 12$ | = | <b>233</b> | = | 89.3% |
|                     | 261             |   | 261        |   |       |
| 25 days entitlement | $261 - 40 + 15$ | = | <b>236</b> | = | 90.4% |
|                     | 261             |   | 261        |   |       |

**Benefits:**

Based on reduced salary with the exception of Group Life which will be based on one hundred percent (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 (12) months following return from maternity leave.

APPENDIX "F"

**SHIFT SCHEDULE EXAMPLES**

**Example One**

**Shift Worker Assigned to non-shift duty for "Portion of a Cycle"**

Scenario: A shift worker on Crew #1 at Colson Cove 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  | 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 | 10 |
| Crew #1 | n            | n | n | n  | n  | n  | n  | n  | n  | n  | n  | n  | n  | n  | n             | n  | n  | n  | n  | n  | n  | n  | n  | n  | n  | n | n | n | n | n | n | n | n | n  |
| #2      | d            | d | d | d  | d  | d  | d  | d  | d  | d  | d  | d  | d  | d  | d             | d  | d  | d  | d  | d  | d  | d  | d  | d  | d  | d | d | d | d | d | d | d | d | d  |
| #3      | n            | n | n | n  | n  | n  | n  | n  | n  | n  | n  | n  | n  | n  | n             | n  | n  | n  | n  | n  | n  | n  | n  | n  | n  | n | n | n | n | n | n | n | n | n  |
| #4      | n            | n | n | n  | n  | n  | n  | n  | n  | n  | n  | n  | n  | n  | n             | n  | n  | n  | n  | n  | n  | n  | n  | n  | n  | n | n | n | n | n | n | n | n | n  |
| #5      | n            | n | n | n  | n  | n  | n  | n  | n  | n  | n  | n  | n  | n  | n             | n  | n  | n  | n  | n  | n  | n  | n  | n  | n  | n | n | n | n | n | n | n | n | n  |

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 falls 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:**  
Shift Worker Assigned to non-shift duty for "Longer than one Cycle"

Scenario: A shift worker on Crew #2 at Coleson Cove is scheduled to non-shift assignment for the period of January 13 until March 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  | 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             | n  | d  | d  |    |    |    | n  | n  | n  | d  | d  |   |   |   | n | n | n | d | d |   |    |   |  |
| #2           | d | d |   |    | n  | n  | n  | d  | d  |    |    |    | n  | n             | n  | d  | d  |    |    |    | n  | n  | n  | d  | d  |   |   |   | n | n | n | d | d |   |    |   |  |
| #3           | n | n | n | d  | d  |    |    | n  | n  | n  | d  | d  |    |               |    | n  | n  | n  | d  | d  |    |    |    | n  | n  | n | d | d |   |   |   | n | n | n | d  | d |  |
| #4           | n | n | n | d  | d  |    |    | n  | n  | n  | d  | d  |    |               |    | n  | n  | n  | d  | d  |    |    |    | n  | n  | n | d | d |   |   |   | n | n | n | d  | d |  |
| #5           | n | n | n | d  | d  |    |    | n  | n  | n  | d  | d  |    |               |    | n  | n  | n  | d  | d  |    |    |    | n  | n  | n | d | d |   |   |   | n | n | n | d  | d |  |

| 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     | n  | d  | d  |    |   |   | n | n | n | d | d |   |   |    | n  | n  | n  | d  | d  |    |    |   |  |
| #2            | d  | d  |    |    | n  | n  | n  | d  | d  |    |    |    | n  | n     | n  | d  | d  |    |   |   | n | n | n | d | d |   |   |    | n  | n  | n  | d  | d  |    |    |   |  |
| #3            | n  | n  | n  | d  | d  |    |    | n  | n  | n  | d  | d  |    |       |    | n  | n  | n  | d | d |   |   |   | n | n | n | d | d  |    |    |    | n  | n  | n  | d  | d |  |
| #4            | n  | n  | n  | d  | d  |    |    | n  | n  | n  | d  | d  |    |       |    | n  | n  | n  | d | d |   |   |   | n | n | n | d | d  |    |    |    | n  | n  | n  | d  | d |  |
| #5            | n  | n  | n  | d  | d  |    |    | n  | n  | n  | d  | d  |    |       |    | n  | n  | n  | d | d |   |   |   | n | n | n | d | d  |    |    |    | n  | n  | n  | d  | d |  |

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.

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.

APPENDIX "G"

VARIED HOURS OF WORK EXAMPLES

Scenario #1

Variance begins mid week for a period of **two** (2) days **with** eight (8) hours notice provided.

Monday Normal work day

Time coded as 01 for eight (8) hours

Tuesday Employee reports to work at 08:00 hours and receives notice at 10:00 hours of variance which is to begin at 18:00 hours Tuesday evening. Employee is sent home at noon to rest and prepare (no entitlement to rest pay).

Time coded as 01 for four (4) hours and 70 PDP (paid with permission) for four (4) hours.

Wednesday Employee reports to work at 18:00 hours Tuesday evening and works until 02:00 hours Wednesday morning.

Time coded as 01 for eight (8) hours and code 30 for eight (8) hours

Thursday Employee reports to work at 18:00 hours Wednesday evening and works until 02:00 hours Thursday morning.

Time coded as 01 for eight (8) hours and code "G2" for eight (8) hours (eight (8) hours regular pay plus shift differential)

Variance ended. Employee remains off for the remainder of Thursday and returns to regular hours of work on Friday.

Friday Employee reports to work at 8:00 hours on Friday and works regular work day.

Time coded as 01 for eight (8) hours.

Completion of forty (40) hour work week. Any additional work required from this point until beginning of new work week will be at applicable overtime rates.

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## **Scenario #2**

Variance begins mid week without eight (8) hours verbal notice, runs into weekend and continues the following work week.

- Monday Normal work day  
Time coded as 01 for eight (8) hours
- Tuesday Employee reports to work at 08:00 hours and receives notice at 14:00 hours of variance which is to begin at 18:00 hours Tuesday evening. Employee is sent home immediately to rest and prepare (no entitlement to rest pay).  
Time coded as 01 for six (6) hours and 70 PDP (paid with permission) for two (2) hours.
- Wednesday Employee reports to work at 18:00 hours Tuesday evening and works until 02:00 hours Wednesday morning.  
Time coded as 01 for eight (8) hours and code 30 for eight (8) hours
- Thursday Employee reports to work at 18:00 hours Wednesday evening and works until 02:00 hours Thursday morning.  
Time coded as 01 for eight (8) hours and code 30 for eight (8) hours
- Friday Employee reports to work at 18:00 hours Thursday evening and works until 02:00 hours Friday morning.  
Time coded as 01 for eight (8) hours and code "G2" for eight (8) hours (eight (8) hours regular pay plus shift differential)
- Completion of forty (40) hour work week**
- Saturday Employee reports to work at 18:00 hours Friday evening and works until 02:00 hours Saturday morning.  
Time coded as 31 for four (4) hours and 32 for four (4) hours (OT rates)
- Monday Employee reports to work at 18:00 hours Sunday evening to continue variance and works until 02:00 hours Monday morning

Time coded as 01 for eight (8) hours, 30 for six (6) hours and "G2" for two (2) hours

Tuesday Employee reports to work at 18:00 hours Monday evening and works until 02:00 hours Tuesday morning.

Time coded as 01 for eight (8) hours and code "G2" for eight (8) hours (eight (8) hours regular pay plus shift differential)

**Variance ended. Employee remains off for the remainder of Tuesday and returns to regular hours of work on Wednesday.**

Wednesday Employee reports to work at 08:00 hours on Wednesday and works regular work day.

Time coded as 01 for eight (8) hours.

Thursday Employee reports to work on Thursday and works regular work day.

Time coded as 01 for eight (8) hours.

Friday Employee reports to work on Friday and works regular work day.

Time coded as 01 for eight (8) hours.

**Completion of forty (40) hour work week. Any additional work required from this point until beginning of new work week will be at applicable overtime rates.**

**DAILY EXCEPTION TIME REPORTING - EMPLOYEE/VEHICLE**  
**Varies Hours Examples - Scenario #2**

Form # Rev. 10/04/00 SCH

| DATE | EMPLOYEE NAME | EMPLOYEE NUMBER | TIME CODE   | REASON CODE                | OT TRANSFER | HOURS | PROJECT ID | ACCOUNTING DISTRIBUTION |             |     | ACTIVITY | RELIEFING OCCUP. CODE | ALLOWANCE CODE | UNITS |
|------|---------------|-----------------|---|----------------------------|-------------|-------|------------|-------------------------|-------------|-----|----------|-----------------------|----------------|-------|
|      |               |                 |   |                            |             |       |            | COST ELEMENT            | COST CENTER | WBS |          |                       |                |       |
|      |               |                 |   |                            |             |       |            |                         |             |     |          |                       |                |       |
|      | Monday        |                 | 01  |                            |             | 8     |            |                         |             |     |          |                       |                |       |
|      | Tuesday       |                 | 01  |                            |             | 8     |            |                         |             |     |          |                       |                |       |
|      |               |                 | 70  | PDP (paid with permission) |             | 2     |            |                         |             |     |          |                       |                |       |
|      | Wednesday     |                 | 01  |                            |             | 8     |            |                         |             |     |          |                       |                |       |
|      |               |                 | 30  |                            |             | 8     |            |                         |             |     |          |                       |                |       |
|      | Thursday      |                 | 01  |                            |             | 8     |            |                         |             |     |          |                       |                |       |
|      |               |                 | 30  |                            |             | 8     |            |                         |             |     |          |                       |                |       |
|      | Friday        |                 | 01  |                            |             | 8     |            |                         |             |     |          |                       |                |       |
|      |               |                 | "A"   |                            |             | 8     |            |                         |             |     |          |                       |                |       |
|      | Saturday      |                 | 31  |                            |             | 4     |            |                         |             |     |          |                       |                |       |
|      |               |                 | 32  |                            |             | 4     |            |                         |             |     |          |                       |                |       |
|      | Monday        |                 | 01  |                            |             | 8     |            |                         |             |     |          |                       |                |       |
|      |               |                 | 30  |                            |             | 6     |            |                         |             |     |          |                       |                |       |
|      |               |                 | "A"   |                            |             | 2     |            |                         |             |     |          |                       |                |       |
|      | Tuesday       |                 | 01  |                            |             | 8     |            |                         |             |     |          |                       |                |       |
|      |               |                 | "A"   |                            |             | 8     |            |                         |             |     |          |                       |                |       |
|      | Wednesday     |                 | 01  |                            |             | 8     |            |                         |             |     |          |                       |                |       |
|      | Thursday      |                 | 01  |                            |             | 8     |            |                         |             |     |          |                       |                |       |
|      | Friday        |                 | 01  |                            |             | 8     |            |                         |             |     |          |                       |                |       |
|      |               |                 | 01  |                            |             | 8     |            |                         |             |     |          |                       |                |       |
|      |               |                 | COMMENTS  |                            |             |       |            |                         |             |     |          |                       |                |       |
|      |               |                 | <b>Scenario #2</b>  |                            |             |       |            |                         |             |     |          |                       |                |       |
|      |               |                 | Variance begins mid week <u>without</u> 8 hours verbal notice, runs into weekend and continues following work week. |                            |             |       |            |                         |             |     |          |                       |                |       |

\*Complete Only When Manual Calculation Required.

Prepared By: \_\_\_\_\_

Approved By: \_\_\_\_\_



Scenario #3

Variance begins on a statutory holiday without eight (8) hours notice provided. Employee begins variance at 18:00 Sunday evening.

- |               |   |
|---------------|---|
| Monday (Stat) | Employee reports to <b>work</b> at 18:00 hours on Sunday and works until 02:00 hours Monday morning.<br><br>Time coded as 51 for eight (8) hours, code 30 for eight (8) hours (first period of varied hours) and 32 for eight (8) hours (overtime on a stat holiday). |
| Tuesday       | Employee reports to <b>work</b> at 18:00 hours Monday evening and <del>works</del> until 02:00 hours Tuesday morning.<br><br>Time coded as 01 for eight (8) hours and code 30 for eight (8) hours (< eight (8) hours notice)  |
| Wednesday     | Employee reports to work at 18:00 hours Tuesday evening and works until 02:00 hours Wednesday morning.<br><br>Time coded as code 01 for eight (8) hours and "G2" for eight (8) hours (eight (8) hours regular pay plus shift differential)                            |
| Thursday      | Employee reports to <b>work</b> at 18:00 hours Wednesday evening end works until 02:00 hours Thursday morning<br><br>Time coded as code 01 for eight (8) hours and "G2" for eight (8) hours (eight (8) hours regular pay plus shift differential)                     |
| Friday        | Employee reports to work at 18:00 hours Thursday evening and works until 02:00 hours Friday morning.<br><br>Time coded as code 01 for eight (8) hours and "G2" for eight (8) hours (hours regular pay plus shift differential)  |

**Completion of forty (40) hour work week. Any additional work required from this point until beginning of new work week will be at applicable overtime rates.**



Scenario#4

Variance begins at 18:00 hours on Sunday with eight (8) hours notice provided and runs for a period of two (2) ~~weeks~~.

- Monday Employee reports to work at 18:00 hours Sunday evening and works until 02:00 hours Monday morning.  
Time coded as 01 for eight (8) hours and code 30 for fourteen (14) hours (eight (8) hours as this is the first period of varied hours and an additional six (6) hours for the hours worked on Sunday evening)
- Tuesday Employee reports to work at 18:00 hours Monday evening and works until 02:00 hours Tuesday morning.  
Time is coded as 01 for eight (8) hours and code "G2" for eight (8) hours
- Wednesday Employee reports to work at 18:00 hours Tuesday evening and works until 02:00 hours Wednesday morning.  
Time is coded as 01 for eight (8) hours and code "G2" for eight (8) hours
- Thursday Employee reports to work at 18:00 hours Wednesday evening and works until 02:00 hours Thursday morning.  
Time is coded as 01 for eight (8) hours and code "G2" for eight (8) hours
- Friday Employee reports to work at 18:00 hours Thursday evening and works until 02:00 hours Friday morning.  
Time is coded as 01 for eight (8) hours and code "G2" for eight (8) hours

Completion of forty (40) hour work week. Any additional work required from this point until beginning of new work week will be at applicable overtime rates

- Monday Employee reports to work at 18:00 hours Sunday evening and works until 02:00 hours Monday morning.  
Time is coded as 01 for eight (8) hours, 30 for six (6) hours and "G2" for two (2) hours

Tuesday Employee reports to work at 18:00 hours Monday evening and works until 02:00 hours Tuesday morning.  
Time is coded as 01 for eight (8) hours and code "G2" for eight (8) hours

Wednesday Employee reports to work at 18:00 hours Tuesday evening and works until 02:00 hours Wednesday morning.  
Time is coded as 01 for eight (8) hours and code "G2" for eight (8) hours

Thursday Employee reports to work at 18:00 hours Wednesday evening and works until 02:00 hours Thursday morning.  
Time is coded as 01 for eight (8) hours and code "G2" for eight (8) hours

Friday Employee reports to work at 18:00 hours Thursday evening and works until 02:00 hours Friday morning.  
Time is coded as 01 for eight (8) hours and code "G2" for eight (8) hours

Completion of forty (40) hour work week. Any additional work required from this point until beginning of new work week will be at applicable overtime rates

End of variance, employee reverts to regular hours of work Monday morning.

**DAILY EXCEPTION TIME REPORTING - EMPLOYEE/VEHICLE**  
**Varies Hours Examples - Scenario #4**

Form 6 Rev. 10/01/05 SDH

| DATE | EMPLOYEE NAME | EMPLOYEE NUMBER | TIME CODE   | REASON CODE | OT TRANSFER | HOURS | PROJECT ID | ACCOUNTING DISTRIBUTION |             |     | ACTIVITY | RELIEVING OCCUP CODE | INCREMENT | ALLOWANCE CODE | UNITS |
|------|---------------|-----------------|---|-------------|-------------|-------|------------|-------------------------|-------------|-----|----------|----------------------|-----------|----------------|-------|
|      |               |                 |   |             |             |       |            | COST ELEMENT            | COST CENTER | WBS |          |                      |           |                |       |
|      | Monday        |                 | 01  |             |             | 8     |            |                         |             |     |          |                      |           |                |       |
|      | Tuesday       |                 | 30  |             |             | 14    |            |                         |             |     |          |                      |           |                |       |
|      | Tuesday       |                 | 01  |             |             | 8     |            |                         |             |     |          |                      |           |                |       |
|      | Wednesday     |                 | "A"   |             |             | 8     |            |                         |             |     |          |                      |           |                |       |
|      | Wednesday     |                 | 01  |             |             | 8     |            |                         |             |     |          |                      |           |                |       |
|      | Thursday      |                 | "A"   |             |             | 8     |            |                         |             |     |          |                      |           |                |       |
|      | Thursday      |                 | 01  |             |             | 8     |            |                         |             |     |          |                      |           |                |       |
|      | Friday        |                 | "A"   |             |             | 8     |            |                         |             |     |          |                      |           |                |       |
|      | Friday        |                 | 01  |             |             | 8     |            |                         |             |     |          |                      |           |                |       |
|      | Monday        |                 | "A"   |             |             | 8     |            |                         |             |     |          |                      |           |                |       |
|      | Monday        |                 | 01  |             |             | 8     |            |                         |             |     |          |                      |           |                |       |
|      | Tuesday       |                 | 30  |             |             | 6     |            |                         |             |     |          |                      |           |                |       |
|      | Tuesday       |                 | "A"   |             |             | 2     |            |                         |             |     |          |                      |           |                |       |
|      | Tuesday       |                 | 01  |             |             | 8     |            |                         |             |     |          |                      |           |                |       |
|      | Wednesday     |                 | "A"   |             |             | 8     |            |                         |             |     |          |                      |           |                |       |
|      | Wednesday     |                 | 01  |             |             | 8     |            |                         |             |     |          |                      |           |                |       |
|      | Thursday      |                 | "A"   |             |             | 8     |            |                         |             |     |          |                      |           |                |       |
|      | Thursday      |                 | 01  |             |             | 8     |            |                         |             |     |          |                      |           |                |       |
|      | Friday        |                 | "A"   |             |             | 8     |            |                         |             |     |          |                      |           |                |       |
|      | Friday        |                 | 01  |             |             | 8     |            |                         |             |     |          |                      |           |                |       |
|      |               |                 | "A"   |             |             | 8     |            |                         |             |     |          |                      |           |                |       |
|      |               |                 | COMMENTS  |             |             |       |            |                         |             |     |          |                      |           |                |       |
|      |               |                 | <b>Scenario #4</b>  |             |             |       |            |                         |             |     |          |                      |           |                |       |
|      |               |                 | Variance begins at 18:00 hours on Sunday with 8 hours notice provided and runs for a period of 2 weeks. |             |             |       |            |                         |             |     |          |                      |           |                |       |

\*Complete Only When Manual Calculation Required.

Prepared By: \_\_\_\_\_

Approved By: \_\_\_\_\_

**Scenario#5**

Variance begins at 18:00 hours on Sunday **without** notice provided and runs for a period of two (2) weeks and Includes statutory holiday on Tuesday of 2<sup>nd</sup> week

Monday Employee reports to work at 18:00 hours Sunday evening and works until 02:00 hours Monday morning.  
  
Time coded as 01 for eight (8) hours and code 30 for fourteen (14) hours (eight (8) hours as this is the first period of varied hours and an additional six (6) hours for the hours worked on Sunday evening)

Tuesday Employee reports to work at 18:00 hours Monday evening and works until 02:00 hours Tuesday morning.  
  
Time coded as 01 for eight (8) hours and code 30 for eight (8) hours

Wednesday Employee reports to work at 18:00 hours Tuesday evening and works until 02:00 hours Wednesday morning.  
  
Time is coded as 01 for eight (8) hours and code "G2" for eight (8) hours

Thursday Employee reports to work at 18:00 hours Wednesday evening and works until 02:00 hours Thursday morning.  
  
Time is coded as 01 for eight (8) hours and code "G2" for eight (8) hours

Friday Employee reports to work at 18:00 hours Thursday evening and works until 02:00 hours Friday morning.  
  
Time is coded as 01 for eight (8) hours and code "G2" for eight (8) hours

**Completion of forty (40) hour work week. Any additional work required from this point until beginning of new work week will be at applicable overtime rates**

Monday Employee reports to work at 18:00 hours Sunday evening and works until 02:00 hours Monday morning.  
  
Time is coded as 01 for eight (8) hours, 30 for Six (6) hours and "G2" for two (2) hours

Tuesday (Stat) Employee reports to work at 18:00 hours Monday evening and works until 02:00 hours Tuesday morning.  
Time is coded as 51 for eight (8) hours and 32 for eight (8) hours

Wednesday Employee reports to work at 18:00 hours Tuesday evening and works until 02:00 hours Wednesday morning.  
Time is coded as 01 for eight (8) hours and code "G2" for eight (8) hours

Thursday Employee reports to work at 18:00 hours Wednesday evening and works until 02:00 hours Thursday morning.  
Time is coded as 01 for eight (8) hours and code "G2" for eight (8) hours

Friday Employee reports to work at 18:00 hours Thursday evening and works until 02:00 hours Friday morning.  
Time is coded as 01 for eight (8) hours and code "G2" for eight (8) hours

**Completion of forty (40) hour work week. Any additional work required from this point until beginning of new work week will be at applicable overtime rates**

End of variance, employee reverts to regular hours of work Monday morning.

**DAILY EXCEPTION TIME REPORTING - EMPLOYEE/VEHICLE**  
**Varies Hours Examples - Scenario #5**

Page 1 of 2

| EMPLOYEE NAME          | EMPLOYEE NUMBER | TIME CODE   | REASON CODE | AT TRANSFER | HOURS | PROJECT #    | ACCOUNTING DISTRIBUTION |             |     | ACTIVITY | RELIEVING OCCUP. CODE | ALLOWANCE |       |
|------------------------|-----------------|---|-------------|-------------|-------|--------------|-------------------------|-------------|-----|----------|-----------------------|-----------|-------|
|                        |                 |   |             |             |       |              | COST ELEMENT            | COST CENTER | WBS |          |                       | CODE      | UNITS |
| DATE: / /              |                 |   |             |             |       |              |                         |             |     |          |                       |           |       |
| Monday                 |                 | 01  |             |             | 8     |              |                         |             |     |          |                       |           |       |
| Tuesday                |                 | 30  |             |             | 14    | ** See notes |                         |             |     |          |                       |           |       |
| Wednesday              |                 | 01  |             |             | 8     |              |                         |             |     |          |                       |           |       |
| Thursday               |                 | 01  |             |             | 8     |              |                         |             |     |          |                       |           |       |
| Friday                 |                 | 01  |             |             | 8     |              |                         |             |     |          |                       |           |       |
| Monday                 |                 | 01  |             |             | 8     |              |                         |             |     |          |                       |           |       |
| Tuesday (Stat Holiday) |                 | 51  |             |             | 2     |              |                         |             |     |          |                       |           |       |
| Wednesday              |                 | 32  |             |             | 8     |              |                         |             |     |          |                       |           |       |
| Thursday               |                 | 01  |             |             | 8     |              |                         |             |     |          |                       |           |       |
| Friday                 |                 | 01  |             |             | 8     |              |                         |             |     |          |                       |           |       |
| TIME OUT               | TIME IN         | COMMENTS  |             |             |       |              |                         |             |     |          |                       |           |       |
|                        |                 | <b>Scenario #5</b><br>Variance begins at 18:00 hours on Sunday <u>without</u> 8 hours notice provided and runs for a period of 2 weeks and includes statutory holiday on Tuesday of 2 <sup>nd</sup> week. |             |             |       |              |                         |             |     |          |                       |           |       |

\*Complete Only When Manual Calculation Required.

Prepared By: \_\_\_\_\_

Approved By: \_\_\_\_\_



APPENDIX "H"  
LETTERS OF AGREEMENT

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## **Énergie NB Power**

Production Generation

February 15, 2007

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

Dear ~~Ross~~:

**RE: Alternative Hours of Work in Generation**

During the ~~life~~ of the last collective agreement, employees in the conventional generating ~~plants~~ expressed a desire to alter their hours of work ~~so~~ that they would be able to complete their workday a half-hour earlier than the end ~~of~~ their "normal" day. With the agreement ~~of~~ local management, this was started as a pilot and gradually spread throughout the company.

**As** a result, while the normal hours ~~of~~ work and work breaks in the collective agreement have remained unchanged, we agreed to a letter ~~of~~ agreement ~~setting out~~ the alternative hours of work schedule for each generating station. This was discussed during the ~~latest~~ round of collective bargaining and we have agreed that we will not change the hours of work ~~in~~ the collective agreement, but will continue with this letter of agreement setting out the alternative hours of work in accordance with article ~~9.07~~ of the collective agreement.

The terms of the agreement are as follows:

- Employees will continue ~~to~~ be paid for an 8 hour day as their "normal" hours of work;
- Employees will be able to leave work one-half hour early each day as a result ~~of~~ agreeing to give up 10 minutes of their unpaid lunch break (i.e., going from 30 minutes to 20 minutes), giving up their 10 minute paid afternoon break and the 10 minutes of paid "wash-up" time at the end ~~of~~ the day;
- When the hours of work are extended to a ten (10) hour day (and in the case ~~of~~ an outage, this agreement has not been suspended as below), there will be a ten (10)minute paid break in the afternoon, scheduled at management's discretion;
- ~~On~~ a station by station basis, this agreement may be suspended at the discretion ~~of~~ the Employer during outages and either party may cancel the agreement with thirty (30)days written notice.

1 ... 2

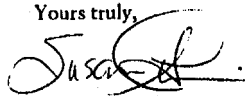
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We have agreed to the following schedule as the alternative hours of work which will **become** the normal hours of work for each of the stations:

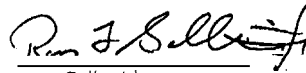
Belledune: 0800 to 1600 with **10** minute break at 1030, 20 minute unpaid lunch at 1240, no afternoon break  
Dalhousie: 0800 to 1600 with 10 minute break at 1030, 20 minute unpaid lunch at 1240, no afternoon break  
Coleson Cove: **0800** to **1600** with **10** minute break at 1000, 20 minute unpaid lunch at 1240, **no** afternoon break  
Hydro: **0800** to **1600** with **10** minute break at 1000, 20 minute unpaid lunch at 1240, no afternoon break  
Grand Lake: **0730 to 1530** with 10 minute break at 0930, 20 minute unpaid lunch at 1210, no afternoon break  
Courtenay Bay: **0730 to 1530** with 10 minute break at 1000, 20 minute unpaid lunch at 1210, no afternoon break  
Millbank: with mutual agreement, hours have been adjusted to work 10-hour days.

Please signify your agreement as indicated below.

Yours truly,



Susan A. Currie  
Chief Corporate Negotiator  
NB Power Group of Companies



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

cc K. Jardine  
Station Managers & Superintendants  
C. Burns

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## Énergie NB Power

Production Generation

February 15, 2007

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

Dear Ross:

**RE: Employees Moved from Corporate to Generation Operational Bargaining Unit**

During the current round of collective bargaining, we discussed the situation of those employees who in December of 2004 changed employers from NB Power Holding Corporation to NB Power Generation Corporation. At that time, a number of non-union employees whose classifications were in the Corporate & Business Unit Services group were moved into the Generation Operational group and became members of the bargaining unit (see attached letter from 2004 listing the employees affected and their classifications). At the time, we provided a transitional letter to allow them to remain in their pay bands (with general increases as per the collective agreement) and retain their hours of work, until we had an opportunity to address the issue during negotiations.

After considering this matter we have agreed that those employees remaining in this group will continue to receive the benefits of the letter of agreement that we signed in 2004 for their hours of work and wages. As a result, effective the date of signing of the new collective agreement, the provisions of the new agreement will apply, with the following exceptions:

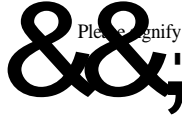
**Hours of Work:** Currently, the only employees in classifications in this group that work a 40 hour work week are: Supply Planner in the field, Info Tech Prof I-IV and V, Co-Ordinator Technical Training, Administrator Vendor Performance, Regional Accountant and Jr Accountant in the field. New incumbents in these classifications will also work a 40 hour work week. Employees in the other classifications work 36.25 hours and we have agreed that until the expiration of the collective agreement, these individuals and any new incumbents, will continue to work 36.25 hours while they remain in these classifications. As a result, article 9.02 (a) of the agreement is amended to reflect this agreement for these individuals. Their normal hours of work will continue to be 7.25 hours per day, with a one-hour unpaid lunch break, Monday through Friday, resulting in a 36.25 hour work week. The work day will be 8:15 a.m. to 4:30 p.m., unless the hours of work are altered as per the terms of the collective agreement.

**Wages:** The hourly rates set out in Appendix "A" of the collective agreement were established using a 40-hour work week as their base. For those employees currently working a 40-hour work week their hourly rate is above the maximum of the range of equivalent classifications in the bargaining unit with a \$0.50 flexibility adjustment incorporated into the range. The ranges in Appendix "A" are also not appropriate for employees working a 36.25 hour week, unless there is an adjustment to their hours of work. As a result, the parties agree that employees currently occupying these positions as well as any new incumbents will continue to be compensated within the salary band to

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which they are assigned plus a flexibility adjustment of \$0.50 to the top step of the range (see Appendix "A1" attached). The general wage increases set out in the collective agreement will be applied to the salary band. As there are no defined steps in the salary band, when an employee reaches their anniversary date, they will receive a merit increase in accordance with the non-union policy (i.e. 5% of the top of the band), unless article 8.03 (b) applies (i.e., satisfactory performance and progress are not shown).

**Progression:** There is no automatic progression in or to the following classifications:  
Prof. Info. Tech. V.



Please signify your agreement by signing as indicated below.

\_\_\_\_\_  
Chief Corporate Negotiator  
NB Power Group of Companies

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

c.c. K. Jardine  
D. Motehouse

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## Énergie NB Power

December 10, 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: Employees Moving from Corporate to Generation  
Operational Bargaining Unit

As discussed, on December 17, 2004 employees will be changing employers from NB Power Holding Corporation to NB Power Generation Corporation. At that time, a number of non-union employees whose classifications are currently in the Corporate & Business Unit Services group will be moved into the Generation Operational group and will become members of the bargaining unit. Those classifications and the employees residing in them are:

Accountant Fixed Assets  
Accountant Jr Genco  
Accountant Regional  
Administrator Fuel Contracts  
Administrator Vendor  
Performance  
Analyst Business  
Analyst Fuel Cost  
Analyst Market  
Asst. Controller Generation  
Buyer  
Buyer Contracts  
Buyer Sr.  
Co-ordinator Load Forecast  
& Resource  
Co-ordinator Technical Train  
Developer Sr. Contracts  
Prof. Info. Tech. IV  
Prof. Info. Tech. V  
Planner, Supply  
Specialist Financial Bulk  
Marketing

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On December 17<sup>th</sup>, the provisions of the collective agreement, with the following exceptions will determine the terms and conditions of work for these employees:

**Hours of Work:** Currently, the only employees in classifications in this group that work a 40 hour work week are: Supply Planner in the field, Info Tech Prof I-IV and V, Co-Ordinator Technical Training, Administrator Vendor Performance, Regional Accountant and Jr Accountant in the field. New incumbents in these classifications will also work a 40 hour work week. Employees in the other classifications work 36.25 hours. and we have agreed that until the expiration of the collective agreement, these individuals and any new incumbents, will continue to work 36.25 hours while they remain in these classifications. As a result, article 9.02 (a) of the agreement is amended to reflect this agreement for these individuals. Their normal hours of work will continue to be 7.25 hours per day, with a one-hour unpaid lunch break, Monday through Friday, resulting in a 36.25 hour work week. The work day will be 8:15 a.m. to 4:30 p.m., unless the hours of work are altered as per the terms of the collective agreement.

**Wages:** The hourly rates set out in Appendix "A" of the collective agreement were established using a 40-hour work week as their base. For those employees currently working a 40-hour work week their hourly rate is above the maximum of the range of equivalent classifications in the bargaining unit with a \$0.50 flexibility adjustment incorporated into the range. The ranges in Appendix "A" are also not appropriate for employees working a 36.25 hour week, unless there is an adjustment to their hours of work. As a result, the parties agree that employees currently occupying these positions as well as any new incumbents will continue to be compensated within the salary band to which they are assigned plus a flexibility adjustment of \$0.50 to the top step of the range (see Appendix "A1" attached). The cost of living increases set out in the collective agreement for January 1, 2005 and January 1, 2006 will be applied to the salary band. As there are no defined steps in the salary band, when an employee reaches their anniversary date, they will receive a merit increase in accordance with the non-union policy (i.e. 5% of the top of the band), unless article 8.03 (b) applies (i.e., satisfactory performance and progress are not shown). During our next round of collective bargaining, we will discuss the hours of work for these individuals and a process for incorporating them into the appropriate unionized salary range.

**Seniority:** All of these classifications are new to the bargaining unit. Employees in these new classifications incorporated into the bargaining unit will have seniority and service calculated in accordance with article 17.01 (a) and 17.01 (b). However, only continuous time that has been accumulated while a member of a bargaining unit represented by the I.B.E.W. will count as part of the calculation for the purposes of layoff and bumping.

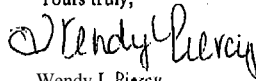
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**Progression:** There is no automatic progression in or to the following classifications:  
Prof. Info. Tech. V.

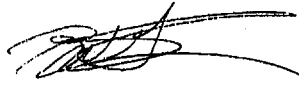
**Exceptions:** There are **four** employees, Valerie Grant, Peter Davidson, Kevin Wight, and Joe Knox, whose classifications are in transition. A final decision on the re-classification of these employees is anticipated to be made by March 31, 2005 at the latest. **As** these four individuals are expected to be re-classified to classifications in the Generation Managerial group, we have agreed that they will remain non-union during the transition period. In the event the re-classification does not occur, these employees will become members of the bargaining unit and wages and seniority will be adjusted retroactively to December 17, 2004.

Please signify your agreement by signing as indicated below.

Yours truly,



Wendy J. Piercy  
Manager, **Labour** Relations  
NB **Power** Generation



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

c.c. J. Doucett  
ti. Whitters

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Appendix "A1"

| Corp Classification moving to GEN | Pay Band      | Hours | Hourly rate |       | Impact of 40 hr | 2004 + 0.2 |       | \$0.50 Flat to Max |       | 2004 X 2.5% |       | 2005 - 0.3 |       | 2005 + 0.3 |       | 2005 X 2.5% |       | 2005 - .03 |       |       |
|-----------------------------------|---------------|-------|-------------|-------|-----------------|------------|-------|--------------------|-------|-------------|-------|------------|-------|------------|-------|-------------|-------|------------|-------|-------|
|                                   |               |       | Feb/04      | 40 hr |                 | Min        | Max   | Min                | Max   | Min         | Max   | Min        | Max   | Min        | Max   | Min         | Max   | Min        | Max   | Min   |
| Acct Fixed Assets                 | 51,095-63,889 | 36.25 | 27.11-33.88 | 30.71 | 27.14           | 33.91      | 27.14 | 34.41              | 27.82 | 35.27       | 27.79 | 35.24      | 27.82 | 35.27      | 28.51 | 36.15       | 28.48 | 36.12      | 28.48 | 36.12 |
| Acct Jr. Generv H.O.              | 40,182-50,202 | 36.25 | 21.31-28.63 | 24.14 | 21.34           | 28.66      | 21.34 | 27.16              | 21.87 | 27.84       | 21.84 | 27.81      | 21.87 | 27.84      | 22.42 | 28.53       | 22.39 | 28.50      | 22.39 | 28.50 |
| Acct Jr. Generv Field             | 51,095-63,889 | 40    | 18.31-24.14 | 24.14 | 18.34           | 24.17      | 18.34 | 24.67              | 18.82 | 25.28       | 18.79 | 25.26      | 18.82 | 25.28      | 20.32 | 25.82       | 20.29 | 25.88      | 20.29 | 25.88 |
| Acct Regional                     | 51,095-63,889 | 40    | 24.56-30.71 | 30.71 | 27.14           | 33.91      | 24.59 | 31.24              | 27.82 | 35.27       | 27.79 | 35.24      | 27.82 | 35.27      | 28.51 | 36.15       | 28.48 | 36.12      | 28.48 | 36.12 |
| Admin Fuel Contracts              | 47,768-58,725 | 40    | 22.88-28.72 | 28.72 | 23.01           | 28.75      | 23.01 | 29.25              | 23.59 | 29.98       | 23.56 | 29.95      | 23.59 | 29.98      | 24.17 | 30.73       | 24.14 | 30.70      | 24.14 | 30.70 |
| Admin Vendor Performance          | 43,310-54,138 | 36.25 | 22.88-28.72 | 28.72 | 23.01           | 28.75      | 23.01 | 29.25              | 23.59 | 29.98       | 23.56 | 29.95      | 23.59 | 29.98      | 24.17 | 30.73       | 24.14 | 30.70      | 24.14 | 30.70 |
| Analyst Business                  | 51,095-63,889 | 36.25 | 27.11-33.88 | 30.71 | 27.14           | 33.91      | 27.14 | 34.41              | 27.82 | 35.27       | 27.79 | 35.24      | 27.82 | 35.27      | 28.51 | 36.15       | 28.48 | 36.12      | 28.48 | 36.12 |
| Analyst Fuel Cost                 | 51,095-63,889 | 36.25 | 28.84-37.05 | 33.57 | 29.67           | 37.06      | 29.67 | 37.58              | 30.41 | 38.52       | 30.38 | 38.48      | 30.41 | 38.52      | 31.17 | 39.48       | 31.14 | 39.45      | 31.14 | 39.45 |
| Analyst Market                    | 55,864-68,830 | 36.25 | 21.31-28.63 | 24.14 | 21.34           | 28.66      | 21.34 | 27.16              | 21.87 | 27.84       | 21.84 | 27.81      | 21.87 | 27.84      | 22.42 | 28.53       | 22.39 | 28.50      | 22.39 | 28.50 |
| Asst Controller Generation        | 40,182-50,202 | 36.25 | 22.88-28.72 | 28.03 | 23.01           | 28.75      | 23.01 | 29.25              | 23.59 | 29.98       | 23.56 | 29.95      | 23.59 | 29.98      | 24.17 | 30.73       | 24.14 | 30.70      | 24.14 | 30.70 |
| Buyer H.O.                        | 43,310-54,138 | 36.25 | 22.88-28.72 | 28.03 | 23.01           | 28.75      | 23.01 | 29.25              | 23.59 | 29.98       | 23.56 | 29.95      | 23.59 | 29.98      | 24.17 | 30.73       | 24.14 | 30.70      | 24.14 | 30.70 |
| Buyer Contracts                   | 51,095-63,889 | 36.25 | 27.11-33.88 | 30.71 | 27.14           | 33.91      | 27.14 | 34.41              | 27.82 | 35.27       | 27.79 | 35.24      | 27.82 | 35.27      | 28.51 | 36.15       | 28.48 | 36.12      | 28.48 | 36.12 |
| Buyer Sr                          | 61,389-76,736 | 36.25 | 32.67-40.71 | 38.69 | 32.80           | 40.74      | 32.80 | 41.24              | 33.42 | 42.27       | 33.38 | 42.24      | 33.42 | 42.27      | 34.25 | 43.33       | 34.22 | 43.30      | 34.22 | 43.30 |
| Co-ord Lead Forecast & Resour     | 55,864-68,830 | 36.25 | 29.64-37.05 | 33.57 | 29.67           | 37.08      | 29.67 | 37.58              | 30.41 | 38.52       | 30.38 | 38.48      | 30.41 | 38.52      | 31.17 | 39.48       | 31.14 | 39.45      | 31.14 | 39.45 |
| Co-ord Technical Training         | 55,864-68,830 | 36.25 | 29.64-37.05 | 33.57 | 29.67           | 37.08      | 29.67 | 37.58              | 30.41 | 38.52       | 30.38 | 38.48      | 30.41 | 38.52      | 31.17 | 39.48       | 31.14 | 39.45      | 31.14 | 39.45 |
| Developer Sr. Contracts           | 61,641-77,051 | 40    | 29.84-37.04 | 40.71 | 29.87           | 37.07      | 29.87 | 37.57              | 30.41 | 38.51       | 30.38 | 38.46      | 30.41 | 38.51      | 34.22 | 43.33       | 34.22 | 43.30      | 34.22 | 43.30 |
| Prof. Info. Tech. HV              | 61,641-77,051 | 40    | 32.67-40.71 | 40.71 | 32.80           | 40.74      | 32.80 | 41.24              | 33.42 | 42.27       | 33.38 | 42.24      | 33.42 | 42.27      | 34.25 | 43.33       | 34.22 | 43.30      | 34.22 | 43.30 |
| Prof. Info. Tech. V               | 51,725-64,728 | 40    | 24.87-31.12 | 31.12 | 24.90           | 31.15      | 24.90 | 31.85              | 25.52 | 32.44       | 25.49 | 32.41      | 25.52 | 32.44      | 26.16 | 33.25       | 26.13 | 33.22      | 26.13 | 33.22 |
| Printer Supply Field              | 48,830-58,883 | 36.25 | 24.80-31.12 | 28.20 | 24.83           | 31.13      | 24.83 | 31.85              | 25.52 | 32.44       | 25.49 | 32.41      | 25.52 | 32.44      | 26.16 | 33.25       | 26.13 | 33.22      | 26.13 | 33.22 |
| Spec Finance Bulk Marketing       | 51,095-63,889 | 36.25 | 27.11-33.88 | 30.71 | 27.14           | 33.91      | 27.14 | 34.41              | 27.82 | 35.27       | 27.79 | 35.24      | 27.82 | 35.27      | 28.51 | 36.15       | 28.48 | 36.12      | 28.48 | 36.12 |

12)



**Energie NB Power**

Production Generation

February 15, 2007

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

Dear Ross:

**Re: Salary Treatment for Permanently Accommodated Employees**

As discussed, article 8.01 (d) of the collective agreement indicates that employees who are assigned to a lower rated classification as a result of re-evaluation of their classification, reorganization or return to work from LTD or WCB, will have a period of adjustment to their salary rather than dropping immediately to the rate of the new classification. However, there is nothing to cover the situation of an employee with a chronic medical condition who is no longer able to do their job and requires a permanent accommodation in a different classification, unless they have more than 25 years of service (article 8.01 (e)). Under our current collective agreement, an employee with less than 25 years of service who is accommodated prior to going on LTD would have their wage rate immediately reduced to the top of the wage range of the lower paid classification.

Therefore, we have agreed that where an employee can no longer fulfill the functions of their current classification as a result of a bona fide medical condition that requires permanent accommodation and they are re-assigned to a lower rated classification, we will treat their compensation in accordance with article 8.01 (d) of the collective agreement.

Please signify your agreement by signing as indicated below. We have agreed that either party may cancel this agreement with three months' written notice.

Yours truly,

Susan A. Currie  
Chief Corporate Negotiator  
NB Power Generation

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

cc: K. Jardine  
D. Morehouse  
C. Burns

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**Énergie NB Power**

Production Generation

February 15, 2007

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

Dear **Ross**:

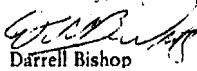
**RE: Letter of Intent – Generation Bargaining Unit – Successor Rights**


During negotiations for a new collective agreement, we had an opportunity to discuss the Union's concerns about the fact that the Public **Service** Labour **Relations Act** does not contain any provisions dealing with successor rights if a generating station were sold to a third party. While we do not anticipate that this is likely to happen in the near future, we understand the concerns you have identified from both the Union and your members' points of view.

As discussed, we believe that our employees, the positive and collaborative relationship we have with the Union and the collective agreement itself make a significant contribution to the successful operation of our generating stations. If our shareholder makes a decision to sell one of those stations, we are prepared to make arrangements and attend a meeting with the Union and our shareholder to discuss that contribution and request that they include acceptance of the bargaining rights with Local 37 and the terms of the collective agreement as a part of any proposal to sell one of the stations. In addition, when a potential buyer is identified, if they are willing to meet with us, we would be more than happy to work with the Union to ensure that the potential buyer is fully informed of the benefits we have seen as a result of that relationship.

I hope this is helpful in providing a better understanding of our intentions and our commitment to working together in the best interests of our employees and our business.

Yours truly,

  
Darrell Bishop  
Vice-President  
NB Power Generation

  
Paul Theriault  
Vice-president  
Human Resources

cc K. Jardine

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**Énergie NB Power**

Production Generation

February 15, 2007

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

Dear **Ross**:

R E Letter of Intent – Team Based Resourcing

During negotiations for a new collective agreement, we had a presentation on the team based resourcing project which will provide a new system for staffing positions for the NB Power Group of Companies. The I.B.E.W., Local 37 currently has two representatives participating as **members** of the project team. However, as the project is not yet completed, it is difficult to predict whether it will raise any concerns **or** conflict with the collective agreement.

**As** a result, we agreed that as the project proceeds, the Union will raise any concerns that it has with the system and its implementation **so** that the Employer has an opportunity to try and address those concerns. If the issues are not resolved and the Union believes they represent a violation **of** the collective agreement, it will file a Union grievance and proceed to adjudication if no agreement can be reached during the grievance process.

Yours truly,

Susan A. Currie  
Chief Corporate Negotiator

cc P. Theriault  
K. Jardine

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February 15, 2007

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

Dear **Ross**:

**RE: Letter of Intent - Overtime Assignment**

During negotiations for a new collective agreement, we once again discussed the issue of the assignment of overtime. As we have indicated in the past, the Employer will make every effort to include NB Power employees who are qualified to perform the work in the assignment of overtime.

While there will be occasions where operational issues (matching skills to work assignments, ensuring continuity of workers assigned to a job, etc.) will take precedence, NB Power employees can **expect** certain advantages in overtime assignments, especially as a result of their specific training and experience.

I hope this clarifies our intentions around this **issue**.

Yours truly,

Kim Jardine  
Chief Human Resources Officer

cc Managers & Superintendents  
C. Burns

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**Énergie NB Power**

Production Generation

February 15, 2007

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

Dear ~~Ross~~:

**RE: Letter of Intent - Generation Bargaining Unit - 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. Both parties acknowledge that in the past, when downsizing has occurred, the parties worked together to try to resolve issues for affected employees and we expect the same spirit of co-operation to exist in the future if similar issues arise. ~~As a~~ result, in addition to our good intentions (as supported by our previous actions), ~~we~~ offered to provide this letter to outline some specific steps that we are prepared to take. In the event that the Corporation decides to close or sell a plant, the Corporation shall:

1. provide, as ~~soon~~ as reasonably possible, and 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 sale or closure of the plant and to explore methods to lessen the impact. ~~As part of~~ that process, the Union and the Corporation will explore opportunities to:
  - assess employees for employment opportunities during the decommissioning of the plant (in the event of plant closure);
  - assign employees to other positions or classifications;
  - ensure that each affected employee has an opportunity to meet with a representative from Human Resources to discuss their situation; and,
3. in addition, if employees are laid off, the Corporation will make arrangements for career counselling and job search support.

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

Yours truly,

Kim Jardine  
Chief Human Resources Officer

cc D. Bishop  
P. Theriault

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## Énergie NB Power

Production Generation

January 17, 2007

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

Dear Ross:

RE Continuation of Letters of Agreement for Individual Employees

While reviewing letters of agreement to include in 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 collective agreement for reasons of confidentiality, the parties have agreed that they remain in effect. I.B.E.W., Local 37 and the Employer have signed a letter of agreement to that effect with copies of the letters attached.

Please signify your agreement by signing as indicated below.

Yours truly,

Kim Jardine  
Chief Human Resources Officer  
NB Power Generation

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

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**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 - 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 scope 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,

  
Director, Labour Relations

cc J. Brogan  
P. Theriault  
J. Doucett

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**Energie NB Power**

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

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**Énergie NB Power**

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

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**:

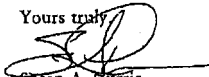
RE: Regrading Salaries during Reorganizations

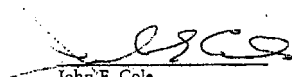
Under article 8.01 of the collective agreements, there is a process established to freeze and regrade salaries when employees move to a lower rated position. However, there is a potential conflict with the provisions of article 8.02 of the agreements when the position the employee is moving into requires 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.

Yours truly

  
Susan A. Currie  
Chief Labour Relations Officer

  
John E. Cole  
Business Manager, Local 37

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

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**Énergie NB Power**

P.O. Box 2000 / C.P. 2000  
515 King Street / 515, rue King  
Fredericton, N.B.  
Canada E3B 4K1

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: Progression – Operators Power Engineering/3<sup>rd</sup> Class License


The former Operational Non-Supervisory group collective agreement indicated that there would be no further appointments to the classification of Thermal Engineer 3<sup>rd</sup> 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 truly,

  
Susan Carrier Relations

  
John E. Cole, Manager, Local 37

cc J. Doucett      C. Clark  
    F. Ouelllette    R. Pelletier

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**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

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**Energie NB Power**

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 17<sup>th</sup>, 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

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**Énergie NB Power**

Production Generation

November 7, 2005

Mr. Claude Richard  
Business Agent  
I.B.E.W., Local 37  
138 Neill Street  
Fredericton, N.B.  
E3A 2Z6

Dear Claude:

**RE: Dalhousie Generating Station Snow Clearing Volunteers - Compensation for Additional Responsibility**

A select group of Dalhousie Generating Station employees made a proposal to management to provide snow clearing services as an option to reduce contractor costs in this area. Dalhousie Generating Station management agreed to a trial which has been successful. Today, while there are fewer volunteers among the staff, those who have volunteered continue to be dedicated to providing this service.

The circumstances at Dalhousie are unique. At this time, this is the only generating station where employees provide this type of service in addition to fulfilling their day to day responsibilities in their classification. We need to recognize the staff's contributions beyond their current role. As we are anticipating that this work will be ongoing and is beyond what we would expect would be covered by the "scope of work" language in the collective agreement, both parties are seeking a way to recognize employee's work and provide appropriate compensation.

While we do not feel the relieving pay provisions of the collective agreement covers this situation, the additional functions are also not sufficient to support reclassification as they are seasonal and sporadic in nature. However, we believe that this is similar to the situation described in the Customer Service collective agreement's provision for compensation for "extra responsibility". In this case the employee is required to "perform work of significant responsibility in addition to the duties and responsibilities of their normal classification". As a result, we are proposing that for the duration of the 2005/06 snow clearing season the employee who is on call for snow clearing activity receive 5% on top of their regular rate of pay for the weekly period of time that they are on call and continue to perform these functions. The weekly on call period will run from Thursday to Thursday of the following week. In the event the employee is unable to provide the service for a portion of their weekly period of on call (i.e. sick leave, vacation, etc.), a suitable replacement will be found who will then be entitled to the 5% for the duration of the replacement period.

Operational requirements for snow clearing will be reviewed annually. The decision to continue or cancel these snow clearing services shall rest solely with management. Each subsequent year that the Dalhousie Generating Station determines the snow clearing service needs to be provided and there are sufficient volunteers to provide this service, volunteers will be compensated in accordance with this letter of agreement. If you have any questions, please give me a call.

Please signify your agreement as indicated below.

Yours truly,  
  
Wendy Piercy  
Manager, Labour Relations  
NB Power Generation

Claude Richard  
Business Agent  
I.B.E.W., Local 37

c.c. K. Jardine F. Harriman  
C. Ryan D. Poirier

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**Energie NB Power**

March 3, 2003

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

Dear Ross:

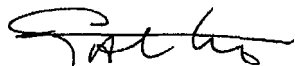
**RE: Grand Lake Chemical Control Technicians - Increase to Overtime Bank**

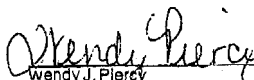
As a result of downsizing at the Grand Lake Generating Station, there are two Chemical Control Technicians available to ensure proper chemical treatment of the boiler and waste water systems. The generating station requires chemical control coverage seven days a week. In order to meet operating requirements, the work schedule requires both technicians to work Monday through Friday as well as alternate weekends. The weekend schedule is four hours on both Saturday and Sunday, paid at prevailing overtime rates.

The present schedule requires the technicians to work twelve days without a break, however, it provides the most flexibility to meet operating requirements with this minimum level of staffing. In order to balance operating requirements with the employee's concerns of finding opportunities for time off to spend with their families, we would propose increasing the total hours the Chemical Control Technicians can enter into the overtime bank. As a result, the total hours that the two Chemical Control Technicians at Grand Lake Generating Station can enter into the bank under article 10.07 (b) of the Generation Conventional Group collective agreement will increase to a maximum of 120 hours in any calendar year. Except for the change identified in this letter of agreement, all other provisions of article 10.07 of the collective agreement will remain in effect.

In the event circumstances change, either party may revert back to article 10.07 (b), as defined in the Generation Conventional Group collective agreement, with thirty (30) days notice to the other party.

Please signify your agreement, as indicated below

  
Ross Galbraith / Larry Cathoon  
Assistant Business Manager  
I.B.E.W., Local 37

  
Wendy J. Piercy  
Senior Labour Relations Officer  
NB Power

Agreed to this 5 day of March, 2003

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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:

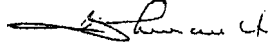
RE: "CLOSED" COMPETITIONS

In response to your concerns relative to the eligibility of laid-off temporary employees to compete, we are extending all bargaining employees with "employee status" under the applicable collective agreements, the right to compete in NB 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

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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, NB 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.

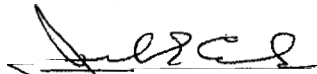
A few months ago, NB Power was advised that because we had made the above change, our Employment Insurance rate would be increasing. The theory is that by lengthening the reinstatement period from 1 to 2 months for unrelated illness, the risk of an employee making an E.I. claim has increased. We met with E.I. officials to try and convince them otherwise; but we were unsuccessful. The result is an additional \$75,000 cost to NB 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 15 day of December, 1997.

  
IBEW - LOCAL 2309

  
NB POWER



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 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

*[Signature]*  
NB POWER

*[Signature]*  
IBEW LOCAL 2109

Signed this 27 day of *[Month]* 1990.

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 II 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 as Engineering Assistant II 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 II 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.



**Énergie NB Power**

Production Generation

February 15, 2007

**Ross Galbraith**  
Business Manager  
I.B.E.W., Local 37  
138 Neil St.  
Fredericton, N. B.  
E3A 2Z6

Dear **Ross**:

**Re: Inclusion of Union Summary with Collective Agreement**

As per your request, we have agreed to include a copy of the Union's summary of the tentative agreement (used during your information meetings prior to ratification) with the printed copy of the agreement that is distributed to employees. **You** indicated that you feel this would be helpful from a communications standpoint to highlight the changes between the former and the current agreement. However, both parties agree that while this will be included in the document, the summary is not part of the collective agreement.

Please signify your agreement by **signing** as indicated below.

Yours truly,

**Susan A. Currie**  
Chief Corporate Negotiator  
NB Power Generation

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

cc: K. Jardine  
C. Burns

14)



# Summary of the Tentative Agreement between NB Power Generation and Local 37 of the IBEW.

January 19, 2007

## OVERVIEW

Local 37 has been bargaining with NB Power in order to negotiate a new collective agreement for the "Generation Bargaining Unit" covering all IBEW members in Generation.

The negotiating committee is pleased to announce the completion of bargaining and we are recommending the unanimous acceptance of the new agreement.

## NEGOTIATING COMMITTEE RECOMMENDATION

Bargaining for the Generation Collective Agreement is complete and your Negotiating Committee and Generation Executive Board members are recommending unanimous membership acceptance.

Fratemally,

Ross Galbraith, Business Manager                      Steve Hayes, President

Negotiating Team

Larry Bailey                      Kevin Duffy                      Michel Hickey  
Jim Myers                      Kirk O'Rourke                      Claude Richard

Generation Board members

Derek Gallen                      Jim Graham                      Phil Hepditch

**NOTE:** If the actual contract language will be different from what is stated in this summary, the actual language will be the one that is voted on by the members on January 19, 2007.

The following is a summary of the agreement:

**Term of the Agreement** - the new contract is a Five (5) year agreement in effect until December 31, 2011.

**Wages** - Employees will receive wage increases as follows:

A.) **General Wage increases, all union employees (Art. 8.01 c):**

- January 1, 2007 - 3%
- January 1, 2008 - 3%
- January 1, 2009 - 3%
- January 1, 2010 - 3.5%
- January 1, 2011 - 4%

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- B.) **Classification adjustment:** as a result of internal and external comparisons to other utility workers in Atlantic Canada the following classifications will receive, in addition to the general increases above, an extra adjustment as follows (Art. 8.01 c):

|  |  |
|--|--|
| <u>Utility Worker</u><br><u>Utility Tradesworker</u>     | <u>Maintenance Tradesworker</u>                          |
| January 1, 2007 - extra 1%<br>January 1, 2008 - extra 1% | January 1, 2007 - extra 2%<br>January 1, 2008 - extra 2% |

- C.) **Extra Compensation for Certification:** Employees who are certified by the New Brunswick Society of Engineering Technicians and Technologists (NBSETT) will receive an extra 1% on their pay rate. (Art. 8.01 d)

**Matching RRSP contribution by NB Power** – if an employee contributes to the NB Power group RRSP, NB Power will give the employee a matching contribution to a maximum of \$400 per calendar year. (Art 14.03 b)

## OTHER ARTICLES

### ARTICLE 8: "Wages"

- increases as listed earlier are detailed in Art. 8.01 c)
- When a Generation employee is promoted to a supervisor's classification (in their trade), they will be placed on step "D" of the wage range. This will apply whether or not they had been acting for any period of time in the supervisor's classification. (In the past some members had to start at lower pay rates.) (Art. 8.02 f)
- The company will consult with the Union when acting assignment exceeds one year. Members acting for more than one year will be placed on step within the position's pay range and will progress annually. When the acting assignment ends they will return to their normal rate. (Art. 8.03 f)
- At the discretion of management, when lead hands are responsible for NMA or other contract employees, they may be paid 10% instead of 8%. (Art. 8.04)

### ARTICLE 9: "Hours of Work"

#### Full-shift assignment employees:

- Changes to Shift Differential – compensation for shift differential has been altered and added to the base rate of shift employees so it contributes to the shiftworkers pension, benefits and overtime. New classifications for shift senior operators, shift operators, shift chemical technicians and shift coal handlers have been created. For these employees, and shift supervisors assigned to shift, shift differential will be eliminated and replaced by adding the following pensionable salary fix: \$0.55 in 2007, increasing to \$0.57 in 2008, increasing to \$0.59 in 2009, increasing to \$0.61 in 2010 and increasing to \$0.63 in 2011. This new rate of

pay (normal rate of pay plus salary fix) will be paid on all regular and overtime hours worked. (Art. 9.03 and 9.06)

- The language pertaining to Shift Hours of Work was reformatted to make it clearer and less confusing. Shift Schedule examples have been added. (Art. 9.03 a) and Appendix "F")
- Clarification has been added to ensure that members working their entire "long" period of time off will be credited with their vacation entitlement. (Art. 9.03 a) 8)

#### Normal Hours of Work – CSU Operators:

- Current hours of work from CSU Operators letter of agreement are now incorporated in the collective agreement (Art. 9.03 c)

#### Varied Hours (Art. 9.06):

Although varied hours are still in the collective agreement, major changes have been made in the favour of members.

- Language has been added to make application of varied hours more consistent, and if 8 hours notice of a variance is not given, employees will be paid at double time for the first two shifts of the variance.
- All overtime that is consecutive with varied hours will be paid at double time.
- There are restrictions on the start times of variances, and in order to allow a consistent schedule for longer variances, they can now start on a Sunday evening, but double time will be paid for all hours worked on Sunday.
- Examples of how time codes should be filled out are included in the collective agreement so that rules will be consistently applied. (Appendix "G")
- The "shift differential" for varied hours has been changed to \$2 per hour (for the first 400 hours) for all hours not paid at premium rates.
- The requirement to seek volunteers has been eliminated, but individual assignments to varied hours will be guided by an "overtime board" or a "variance board".

This is a lengthy article; please see the full contract language for details (Art. 9.08)

#### ARTICLE 10: "Overtime and Premiums"

- The employer may schedule up to 12 hours of training for Shift employees to be paid at straight time rates (Code 30 – overtime 1.0) (Art. 10.03 b)
- Period of rest provisions have been slightly improved. (Art. 10.06)
- Shift workers now have "rolling bank" of 96 hours. Shift workers can refill the bank as they take banked over time off. (10.07 e)
- Dalhousie Emergency Spill Response Team – new provision for calculating payment for being on call (Art. 10.08 h)

#### ARTICLE 11: "Overtime Meal Allowance"

As in the previous agreement, there are no meal allowances for scheduled overtime. When unscheduled extension overtime exceeds 2 hours and when call outs exceed 4 hours, the corporation's obligation is to pay one (1) \$25 meal allowance only (increased from \$14.50). There is no entitlement to additional meal allowances. The company will no longer provide food (restaurant meals) – only the \$25. There is no entitlement for time to be provided to obtain a

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meal. However, a twenty minute paid break to eat the meal will continue to be provided. (Art. 11.02 and 11.04)

**ARTICLE 12: "Travel Allowance"**

- Employees will be entitled to a noon meal (\$10.75 under the travel policy) when an employee is attending training or a meeting that is not part of an employee's normal work environment and not held on an NB Power worksite. (Art. 12.01 c)

**ARTICLE 14: "Employee Benefits"**

- Matching RRSP contribution by NB Power – if an employee contributes to the NB Power group RRSP, NB Power will give the employee a matching contribution to a maximum of \$400 per calendar year. (Art. 14.03 b)

**ARTICLE 15: "Holidays"**

Effective January 1, 2007 all employees will receive a paid "floater" holiday of 8 or 7 ¼ hours for day workers, and 12 hours for shift workers. (Art. 15.03)

**ARTICLE 17: "Service and Seniority"**

- New definitions of service and seniority: Service is defined as the length of employment since the date of last hire by the NB Power Group of Companies or their predecessors. Seniority in the event of layoff is defined as all continuous time in an employee's current classification. Seniority for the purpose of job bids is defined as all continuous employment in the Generation Bargaining Unit. (Art. 17.01, 17.03 and 17.08)
- Lay-off provisions have been modified to allow a member to select severance in the event of a lay-off. "Non-trade" employees can no longer be bumped by "trades" employees, unless an employee had previously worked in a non-trade classification in the same location. Please refer to specific language. (Art. 17.03 b)
- A new provision has been included to protect severance benefits in the event that a generating station is sold. These provisions are designed to help ensure that members' bargained rights, pension and benefits are protected if a plant sale occurs. (Art. 17.07 c)

**ARTICLE 18: "Safety"**

- Safety footwear allowance has been increased to \$120 effective June 2007, increasing by \$10 per year in each subsequent year of the agreement. (Art 18.03 c):

2008 -- Safety footwear allowance = \$130  
2009 -- Safety footwear allowance = \$140  
2010 -- Safety footwear allowance = \$150  
2011 -- Safety footwear allowance = \$160

- Recently increased Emergency Response Team compensation of \$500 net (i.e. \$500 after tax) has been included in the collective agreement (previously in a letter of agreement). (Art. 18.04)

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#### NEW LETTERS OF AGREEMENT and LETTERS OF INTENT.

- Letter of Agreement – Alternative Hours of Work – The current practice of 8 hour days (typically 08:00 to 16:00) has been continued with this collective agreement.
- Letter of Agreement – Salary treatment for former Non-Union Employees Included In the Bargaining Unit in 2004 will be as per the terms agreed to at that time.
- Letter of Agreement – Salary protection for Employees (with less than 25 years of service) Requiring Permanent Accommodation.
- Letter of Intent – Overtime Assignment and NMA/Contractors – clarifies the Employer's intentions in assigning overtime work to bargaining unit members.
- Letter of Intent – Sale or Closure of a Plant – The Company agrees to provide as much notice as possible and in no case less than 30 days advance notice of a sale or closure of a generating station. The company agrees to meet with the Union within 7 days of giving this notice to have meaningful consultation on ways to lessen the impact (potential for job placements, etc.) The company agrees to make arrangements for career counseling and job search support for employees who are laid off.
- Letter of Intent – In the event of a sale of a plant the company and union agree to meet with the Government (and potential buyers) to promote the advantages of providing successor rights to maintain the relationship with the Union and accept the terms of the collective agreement.
- Letter of Intent – Team Based Resourcing – outlines that the company is exploring a new way of filling job vacancies. Confirms both parties' understanding that the union retains the right to go to arbitration if it believes the new system violates the terms of the collective agreement.

#### "HOUSEKEEPING" ISSUES

- Article 2.02 setting terms and conditions of work for new or significantly changed classifications
- Article 2.08 provision of English and French collective agreements
- Article 8.02 (e) parties agree that for operators, 'successfully completing their apprenticeship and certification' includes moving from a third class to a second class ticket
- Article 9.03 a) include revised hours of work for full shift assignment from sub-committee
- Article 9.03 c) include hours of work from C.S.U. operators' letter of agreement
- Article 9.07 b) include language to allow for agreements with Individuals as well as groups and provide for 9 hour day agreements in an 80 hour pay period
- Article 13.04 clarification of requirements to qualify for short term sick leave
- Article 14.01 clarification of calculation of employer and employee cost sharing for ENERflex
- Article 16 Inclusion of language expanding vacation entitlements from 05/06 collective agreement extension
- Article 17.04 clarify impact of refusing "substantive" offer of rehiring
- Article 17.05 clarify seniority rights of temporary employees in a job bid

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