

AGREEMENT

BETWEEN

NEW BRUNSWICK POWER CORPORATION

AND

LOCAL 37

OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

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

CUSTOMER SERVICE OPERATIONAL GROUP

JANUARY 1, 2001 - DECEMBER 31, 2005



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THIS AGREEMENT, made in duplicate this 30th day of April, 2002.

BETWEEN:

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

AND

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

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

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

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

NOW THEREFORE, it is agreed between the parties hereto:

ARTICLE I

UNION RECOGNITION

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

1.02 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.

1.03 Both parties recognize that casual and temporary employees with **less** than six (6) months continuous employment in the latest term of employment, are precluded by the present provisions of the Public Service Labour Relations Act from acquiring any status or rights with respect to this collective agreement.

1.04 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.

1.05 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 their lawful rights as a member of the Union.

1.06 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.

1.07 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 II

RIGHTS OF THE UNION

2.01 General

The Union has the right to represent its members in matters pertaining to hours of work, working conditions and wages coming within the scope of this agreement.

2.02 Union Officials

2.02 a) Business Manager

The Business Manager, Assistants or Agents 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.

2.02 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.

2.02 c) Union Negotiating Committee

The Corporation agrees to pay up to five employees, who are members of the Union Negotiating Committee, for time spent negotiating the renewal of a collective agreement 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.

2.02 d) Other Pay and Expenses

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

2.02 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.

2.03 New Employees

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

2.04 Union Membership

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

ARTICLE III

RIGHTS OF THE CORPORATION

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

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

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

ARTICLE IV

CORPORATE LABOUR MANAGEMENT COMMITTEE

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

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

ARTICLE V

DEFINITION OF 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".

5.01 g) "Term Seasonal Employee" means a person who is hired as a temporary employee for a specific job or jobs, usually of longer duration than one (1) year. The need for such a position is for a fixed term but such need is generally interrupted temporarily due to the nature of the work, weather, availability of staff or other circumstances. In such case, the employee's benefit entitlements are in accordance with Appendix "C".

ARTICLE VI

NO STRIKE OR LOCKOUT

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

ARTICLE VII

DISCIPLINE AND DISCHARGE

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

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

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

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

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

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

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 hourly rates shown in Appendix "A" do not include the 3 cents per hour for the Union Education fund.

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

8.02 Wage Adjustments

8.02 a) The following represents the Parties' agreement concerning compensation:

Note: The parties agree that these Increases will be adjusted to reflect any Increases **received prior** to the execution of **this** agreement as a result of **prior obligations** (e.g. the Increases received by the **Administration Support, Operational Supervisory and Scientific & Professional** groups In **2001** or 2002). It is the Parties' agreement that employees will receive no more than the Increases below In each year of the agreement.

i) Effective December 31, 2000, new ranges will be created for the following classifications: energy advisor, joint use co-ordinator, methods developer, trades instructor, operations review officer, work planner, materials & fleet supervisor, protective testing specialist, central stores supervisor, contact centre supervisor and collection services supervisor. These ranges will be equivalent to the ranges for classifications in the Operational Supervisory or Scientific & Professional collective agreements that were in the same band as the above classifications before those bargaining units were organized. Individuals in the above classifications will be placed on the next highest step to their base compensation rate in the new range effective December 31, 2000. They will then receive the increases under this collective agreement that apply to their classification. There is no agreement to maintain any equivalency between these classifications and the classifications with which they were matched for the purposes of establishing their new range.

ii) Effective the date of ratification of this agreement, the Foreman II and Operations Co-ordinator classifications will be eliminated. Those individuals who are doing vegetation management supervision will be reclassified as Vegetation Management Supervisors. The range for Vegetation Management Supervisors will be adjusted to be the same as the range for Senior Engineering Assistants. Individuals who are supervising linetrade employees in the operations group will be reclassified as General Foreman.

iii) The following cost of living increases will be applicable to the rate or the top step in the range of all classifications in the bargaining unit:

- January 1, 2001: 2.0 %
- January 1, 2002: 2.0 %
- January 1, 2003: 2.0 %
- January 1, 2004: 2.0 %
- January 1, 2005: 2.0 %

iv) Classification adjustment: as a result of changes to the work requirements of the staker/detailer classification, a new classification (power line designer) has been created and a new range created. The top of the range will be the staker/detailer II rate with the following adjustments:

- January 1, 2002: \$1.00 per hour
- January 1, 2003: \$0.50 per hour

v) Classification adjustment: as a result of market issues and changes to the work requirements of employees in the linetrades, the following adjustment will be made to the rate or top step of the range of the power line technician, lead power line technician, customer service representative and general foreman (formerly the operations co-ordinator or foreman II in operations):

- Date of ratification of the agreement: \$1.50 per hour

In addition, the power line technician will receive the following adjustments to their rate:

- April 1, 2003: \$0.25 per hour
- April 1, 2004: \$0.25 per hour

vi) Classification adjustment: as a result of market issues and changes to the work requirements of the engineering assistant classification, the following adjustments will be made to the top step of the range of the engineering assistant III classification (with appropriate adjustments to the EA I and EA II ranges):

- Date of ratification of the agreement: \$0.50 per hour
- April 1,2003: \$0.50 per hour

Effective the date of ratification of the agreement, the rate for the senior engineering assistant will be adjusted so that the top step is set at 10% above the top step of the engineering assistant III range.

vii) **Salary fix:** as a result of the changes in scheduling for the Customer Contact Centre, the removal of the paid lunch and adjustment of the shift differential, ASRs who are working the full shift schedule on the date of ratification of this agreement will receive a salary fix of \$0.35 per hour. As well, they will be entitled to eight (8) hours of paid family leave per year in addition to the family leave established in article 13 of this agreement. This salary fix and the additional family leave will apply to these individuals only, not to the rate for the ASR classification. It will not apply to any future employees who go on the shift schedule after the date of ratification of the agreement. When one of these employees is no longer working this shift schedule (except for temporary assignments to other work or alternative hours that do not include shift work), they will no longer be entitled to the salary fix or to the additional family leave. During temporary assignments as described above, the salary fix will be suspended and the additional family leave will be pro-rated until the employee returns to the shift schedule.

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

8.02 c) In any case where an employee with at least 25 years of service is unable, for bona fide medical reasons, to carry out the duties and responsibilities of their position and is therefore reassigned to a lower paying classification, they may choose to have their salary adjusted in accordance with 8.02 (b) 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 unreduced 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 classification at that time.

8.03 Progress Within a Pay Bracket

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

8.03 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.

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

8.03 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.

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

8.03 f) There is no automatic progression in or to the following classifications: administrative support representative II, II – III, III, III – IV, IV or V, customer service representative, equipment operator I, II and III, business analyst, engineer V or a lead, senior or supervisory classification.

8.04 Relievina Pay

8.04 a) When as a result of a request by the Corporation, an employee relieves in a higher paying non-supervisory position for a continuous period of four (4) hours or more, the employee shall receive 8% on their regular pay for all hours spent in the position. However, should the addition of 8% result in the maximum salary of the relieved position being exceeded, the employee shall receive the maximum salary of the relieved position.

8.04 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 a continuous period of four (4) hours or more, the employee shall receive 10% on their regular pay for all hours spent in the position. However, should the addition of 10% result in the maximum salary of the relieved position being exceeded, the employee shall receive the maximum salary of the relieved position.

8.04 c) When as a result of a request by the Corporation, an employee relieves a lead power line technician position for a continuous period of four (4) hours or more, the employee shall receive the rate of the lead power line technician classification for all hours spent in the position. Subject to operating requirements, an employee may, if they have a bona fide reason, decline a relieving pay assignment as a lead power line technician.

8.04 d) 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 or (b) which has become vacant and is open for bid. 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 perform functions that fall within the duties and responsibilities of their classification.

8.04 e) Overtime shall be paid at the relieving rate.

8.04 f) 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. At the Corporation's discretion, employees may be compensated for temporarily created positions, which will normally be "acting" positions that will be in effect for a minimum of twenty working days.

8.05 Lead Hand Pay

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

8.06 Extra Responsibility

An employee who on instruction by the Corporation is assigned to perform work of significant responsibility in addition to the duties and responsibilities of their normal classification, will receive an additional 5% on their regular rate of pay for the period of time during which they are assigned these extra responsibilities.

8.07 Local Presence Person

Employees who are assigned to provide customer service in a regional office on an "as required" basis and who have successfully completed the CCS training, may be designated as the local presence person (LPP). If they are currently classified below the level of the ASR III/IV classification, they shall receive the lesser of 5% on their regular pay or the top of the wage level of the ASR III/IV for the time spent performing these functions.

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 savings time will not be considered as other than a normal day.

9.02 Normal Hours – Non-Shift Assignment

9.02 a) The normal hours of work for Administrative Support Representatives working in Head Office will be seven and one-quarter (**7.25**) hours per day, Monday through Friday, with an hour unpaid lunch break, resulting in a thirty-six and one-quarter (**36.25**) hour week. The workday will be **8:15** a.m. to **4:30** p.m., unless specific provisions have been made in the following sections of this collective agreement, or altered **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 workday will be **8:00** a.m. to **4:30** p.m., unless specific provisions have been made in the following sections of this collective agreement, or altered **as** per the terms of this agreement.

9.02 c) Certain employees, because of the requirements of the job, work hours other than those defined in this agreement. The Corporation may alter normal hours of work for these individuals or groups to allow for an earlier or later workday, to allow noon hour coverage for continuing internal and/or external contact, to make presentations to the public or meet with clients. The following is not an all-inclusive list; however, typical examples may include Energy Advisor Supervisor, Energy Advisors, ASRs, Utilityworkers, Gatekeeper, Night Maintenance Foreman and employees working in Stores or in Doc.Source. For such classifications, normal working hours will remain either 36.25 or 40 per week, but the Corporation shall determine the specific schedules.

9.03 Normal Hours – Doc.Source (Mail Service)

For one or more employees assigned to provide mail service, the normal hours of work shall be 7.25 hours per day between 6:30 a.m. and 5:00 p.m., Monday through Friday, resulting in a 36.25 hour work week.

9.04 Normal Hours – Customer Contact Centres

9.04 a) For non-shift employees working in administrative support or supervisory positions in the customer contact centres, the normal hours of work shall be 8 hours per day from 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m., Monday through Friday, resulting in a forty (40) hour work week.

9.04 b) For all other employees working in administrative support or supervisory positions in the customer contact centres, the normal hours of operation will be 8:00 a.m. to 8:15 p.m., Monday to Friday, and such employees will be assigned to a shift schedule. If there is any conflict between these provisions and other provisions of the collective agreement, this section will prevail. Employees in these positions will be assigned to a schedule as follows:

i) the schedule will provide for a rotation amongst the customer contact centres which will provide as equitable a rotation as possible given operational requirements (including the demands of the technology and the requirement to provide bilingual coverage);

- ii) the schedule may include any combination of the following shifts:
- an 8 hour shift with start times of any half hour increment between 8:00 a.m. and 11:30 a.m. with a 30 minute unpaid meal break
 - a split shift applicable to employees hired to work this shift, new hires or current employees who volunteer to move to the split shift
 - from 9:30 a.m. to 1:30 p.m. and from 4:15 p.m. to 8:15 p.m. with an unpaid meal break.
 - a shift differential is not applicable to employees assigned to this schedule.
 - upon the instruction of the Corporation time worked outside the normal hours of work, Monday to Friday, between 1:30 p.m. and 4:15 p.m., will be paid at time and one half.
- iii) the shift schedule will be established with one month's notice for the period between April and September, and three months' notice for the period between October and March. Notice requirements will not apply to supervisors who are assigned to the shift schedule. While supervisors will be provided with as much notice as possible, operational requirements may result in their shifts changing with less than one month's notice.
- iv) shift differential will be paid for all normal hours worked after 4:30 p.m. to the end of the shift, however, the shift differential will not be paid for overtime work or for hours paid at overtime rates.

9.05 Normal Hours – Shift Assignment Doc.Source

At the Corporation's discretion, employees working in the print shop for Doc.Source may be assigned to a shift schedule. If a shift schedule is implemented, employees will be compensated for moving to shift work by the addition of a 5% step to the top of the range for their classification.

9.06 Shift Differential

9.06 a) The appropriate shift differential shall be paid for the first 8 hours of each scheduled shift on any regular scheduled day of work. However, the shift differential will not be paid for overtime work or for hours paid at overtime rates.

9.06 b) The shift differential rates will be as follows:

- i) between 4:00 p.m. and 12:00 a.m. = \$0.95 per hour
- ii) between 12:00 a.m. and 8:00 a.m. = \$1.05 per hour

9.07 Work Break

9.07 a) Office employees shall be entitled to a ten (10) minute work break in the first and second half of each scheduled work day at the time designated by the Corporation.

9.07 b) Field employees are entitled to a ten (10) minute work break in the first and second half of each scheduled work day, to be taken at or enroute to the work site between 9:30 and 10:30 a.m. and 2:30 and 3:30 p.m. For crews of employees, the lead hand may use their discretion to alter the times and location of work breaks. In exercising this discretion, lead hands must ensure that operating requirements warrant such decisions.

9.08 Alternative Hours of Work

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

9.08 a) Agreements between the Corporation and the Union

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,

9.08 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 to those hours in excess of twelve hours;
- iii) an employee who has completed their normal work week (36.25 or 40 hours, excluding hours paid at overtime rates), will leave work or, if directed to continue working, will be paid prevailing overtime rates for the remainder of the time worked in that week;
- iv) where the agreement is for a schedule that may change from week to week, the process for scheduling hours of work will be as per section (v) below and will be confirmed in a letter of agreement which will contain a provision allowing local management, the individual or the employees in the group (by majority vote) to revert to normal hours as defined in the collective agreement with thirty (30) days notice;
- v) local management may, by notice to the employees no later than noon on the Thursday prior to the week in question, alter the normal hours of work within the limits of the work week (i.e., excluding Saturdays, Sundays and Statutory Holidays) in accordance with sections (ii) and (iii) above.

9.08 c) Four Day Work Weeks

The Corporation may change an employee's normal work week from a five (5) day schedule to a four (4) day schedule and the normal hours of work from eight (8) to ten (10) hours per day without a payment of any overtime premium. When the Corporation establishes a ten hour day, the following conditions will apply:

- i) subject to operational requirements, the supervisor will ask for volunteers, before choosing who will be assigned to the work. In the linetrade, volunteers must be by crew;
- ii) employees who normally work 7.25 hours per day and 36.25 hours per week may also be scheduled for a four day work week with the hours of work adjusted accordingly;
- iii) 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;
- iv) if a statutory holiday falls during a scheduled four day week, the employee 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. If a statutory holiday falls on the designated day off for that work week, an employee will receive eight (8) hours pay at the straight time overtime rate;
- v) an employee (other than employees in the linetrade) who is scheduled to work overtime during their regular day off in a four day week will be paid at the prevailing overtime rate for all hours worked on that day;
- vi) employees in the linetrade (power line technician, lead power line technician, customer service representative and general foreman) who work scheduled overtime between the hours of 8:00 a.m. and 10:00 p.m. on their regular day off will be paid at time and one-half their regular rate of pay for the first five and one-half hours and double time their regular rate of pay for any additional hours. Failure to provide twelve (12) hours of notice for such overtime will result in the overtime being paid as call-out overtime.

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 the 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 or alternative hours of work.

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) Extension Overtime means overtime work performed prior to or at the conclusion of and continuous with the Normal Work Day.

10.02 c) Scheduled Overtime for employees who are not in the linetrade means overtime work on a normal work day or on a scheduled day off, for which the employee has received 12 hours or more notice prior to the commencement thereof. Failure to provide 12 or more hours notice will result in the overtime being classed as Call-Out Overtime.

10.02 d) Scheduled Overtime for employees in the linetrade (power line technician, lead power line technician, customer service representative or general foreman) means overtime work for a planned interruption on a normal work day or overtime work on a scheduled day off, for which the employee has received 12 hours or more notice prior to the commencement thereof. Failure to provide 12 or more hours notice will result in the overtime being classed as Call-Out Overtime.

10.02 e) Call-Out Overtime means overtime work performed other than 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) Application of Cali-Out Overtime

Call-out overtime will apply as follows:

- i) employees working call out overtime who are required to perform other tasks before returning home, shall be credited with only one call out. Secondary routine work assignments will not be made solely for the purpose of keeping the employee at work or on site for the minimum overtime period;
- ii) 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. For the purpose of such calculation, a service truck kept at an employee's home will be considered their headquarters;
- iii) an employee who is not on call but is called out before the start of their normal (or altered) work day and whose work continues into the work day, shall be paid at the prevailing overtime rate for the actual time worked and this time shall not count as a call out. Work performed at the conclusion of and continuous with the normal work day is extension overtime and not a call out regardless of the amount of notice given;
- iv) an employee on the on-call roster who is called out a minimum of one hour or more prior to the start of their normal (or altered) work day and whose work continues into the work day, shall be credited with one call out. If the employee is called out less than one hour prior to the start of their normal (or altered) work day, they will be compensated as per section (iii) above;
- v) work during noon break shall not count as a call out, but shall be paid in accordance with article 10.05;

vi) when an employee in the linetrade is assigned to respond to a trouble call while working extension overtime, they will be paid at the call out rate from the time they respond to the trouble call. If they return to the initial overtime assignment, they will continue to be paid at the call out rate, however they will not be entitled to an additional call out for returning to that work.

10.03 Overtime Rates

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

- i) Monday through Friday between 4:30 p.m. and 10:00 p.m. - time and one half
- ii) Monday through Friday between 10:00 p.m. and 8:00 a.m. - double time
- iii) Saturday, Sunday - double time
- iv) Statutory Holiday- double time in addition to normal day's pay
- v) Call Out- double time

10.04 Minimum Period of Overtime and Cancellation of Overtime

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

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

10.04 c) If required, upon completion of an assignment to work unscheduled extension overtime, an employee will be provided with transportation to their home.

10.05 Work During Noon Break

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

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

10.06 Period of Rest

10.06 a) All non-shift workers who are required to work overtime between the hours of 11:00 p.m. and 8:00 a.m. and who are scheduled to work their normal workday beginning at 8:00 a.m. 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) call outs between 11:00 p.m. and 8:00 a.m.
 - Off until 4:30 p.m. the same day

- ii) A minimum of five (5) hours worked between 11:00 p.m. and 8:00 a.m.
 - Off until 4:30 p.m. 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 Distribution Operating Centre.

10.07 Banking of Overtime

10.07 a) An employee may elect not to receive pay for overtime worked (including on call pay) and have such overtime hours credited, at premium rates, to a bank for later time off (e.g., employee works 8 hours at time and one-half – credit in bank is twelve (12) hours – time off entitlement is twelve (12) hours). Alternatively an employee 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 employees shall not exceed 60 hours in any calendar year. The Corporation may schedule up to 8 hours of time off for an employee, using banked hours in excess of the first 40 entered into the bank by the employee.

10.07 c) 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) Requests 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 subject to operational requirements. Unscheduled vacation is defined as a request for vacation with less than ten (10) calendar days notice.

10.07 f) 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 Scheduled Work		Beginning of Scheduled Work		Scheduled On Call Week Schedule #1	Supplementary On Call Per Period Schedule #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 Scheduled 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 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 (h) below), total compensation for the seven (7) day period shall not exceed 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 not apply to short term replacement as anticipated in (b) above.

10.08 d) Employees "on call" shall keep themselves readily available. Employees who are on call are expected to be on their way to the work for which they have been called out within fifteen (15) minutes of receiving the call out. 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) When 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 in supervisory positions will not be compensated for the responsibility of carrying a pager or being contacted at home. However, when the Corporation requests that a supervisory employee be on call (i.e., to be immediately available to come into work), they will be paid in accordance with the on-call (Regular or Supplementary) schedules above.

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

10.08 i) The Distribution Operating Centre will be responsible to ensure that trouble calls are responded to in the shortest possible time by utilizing available resources. Where a trouble call is from an area served by an outlying Customer Service Representative, the Distribution Operating Centre will contact this Customer Service Representative, who is to respond if available.

10.08 j) Subject to the following, all qualified power line technicians, lead power line technicians and customer service representatives shall serve on the on-call roster and shall take first call in turn:

i) where there are sufficient qualified employees in an Operating Centre to make up a roster with a maximum frequency of one week in six on call, an employee who is fifty (50) years of age or more shall have the option of being removed from the roster for a period of one year. The employee with the greatest service shall have preference regarding this option and so on in decreasing order of service. This process shall be repeated annually and applications for removal from the roster must be received not later than December 1st of the previous year. An employee who has received the benefit of this article of the agreement will not be able to take advantage of this section again until other qualified employees have had an opportunity to take advantage of this provision. The Corporation reserves the right to place any employee who has exercised this option on supplementary on-call to meet a short term need, or to return the employee to the regular on-call roster in order to maintain one in six frequency;

ii) Customer Service Representatives assigned to outlying areas shall not be eligible for removal from the regular on-call roster;

iii) subject to operating requirements, Customer Service Representatives assigned to outlying areas shall not appear on the roster as first person on-call;

iv) an employee who is prevented from serving on the on-call roster due to an assignment by the Corporation to work (not including training or attending meetings) away from their regular headquarters shall not lose their on-call pay as a result of being unavailable to serve their turn on the on-call roster.

10.09 Emergency Restoration of Power by Employees In the Linetrades

The Corporation has the right to assign employees for emergency power restoration during storm situations in neighbouring utilities, including those in the U.S.A. However, subject to operational requirements, volunteers will be sought prior to the Corporation's selection of employees for out of province assignments. A list of employees who have worked out of province will be maintained in each Region as, subject to operational requirements, the Corporation will make every effort to rotate such assignments to provide an equal opportunity to all employees in the linetrade.

Employees scheduled to be on-call will not be permitted to volunteer for assignments outside of their Region unless they find an acceptable replacement for themselves on the roster. Employees travelling outside of the province of New Brunswick to assist in emergency power restoration will be paid at double the employee's normal hourly rate for all time spent working or travelling after leaving the province. Employees travelling outside of the province for such work will receive a lump sum of \$10.00 per day (in local currency) for each day they are working or travelling outside of the province. Upon return to their normal headquarters and subject to operational requirements, employees who wish to take time off shall be entitled to take a vacation, banked or unpaid day off.

10.10 Height Premium

When an employee works at heights of 60 feet (18.3 metres) or more from the ground on Transmission and Communication structures, excluding aerial devices, they shall receive an additional amount equivalent to one (1) hour's pay at the employee's regular rate of pay for each day that such work is performed.

ARTICLE XI

OVERTIME MEAL ALLOWANCE

11.01 Definitions of "overtime" will be as per article X.

11.02 Satisfaction of Entitlement

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

- i) Provision of a meal up to the rate below; or
- ii) Payment in lieu at the rate below

Meal rate: \$ 14.50

11.03 Meal Breaks

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

11.04 Entitlement to Meal Allowances

11.04 a) General

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

11.04 b) Durina Extension Overtime

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

However, when extension overtime work can reasonably be expected to exceed two (2) hours, the 1st meal allowance may be advanced to the conclusion of the normal work day. When extension overtime work exceeds two (2) hours the following shall apply:

- 2nd meal allowance - when overtime work exceeds four (4) hours
- 3rd meal allowance - when overtime work exceeds eight (8) hours

11.04 c) During Call-Out Overtime

- 1st meal allowance - when overtime work exceeds four (4) hours
- 2nd meal allowance - when overtime work exceeds eight (8) hours
- 3rd meal allowance - when overtime work exceeds twelve (12) hours

11.04 d) Other Overtime Situations

An employee who is required to work overtime, a minimum of one hour or more prior to their normal (or altered) work day, who has not been given time to eat at home and whose work continues into their work day, shall be entitled to a meal allowance and one hour without loss in pay to procure and eat the meal as near as possible to the commencement of their normal work day. Alternatively, if the Corporation provides a meal, the employee will be provided with a twenty (20) minute paid meal break. An additional meal allowance will be provided for the mid-day break but notwithstanding article 11.03, the mid-day break will not be paid time. When an employee in the linetrade (Power Line Technician, Lead Power Line Technician or Customer Service Representative) responds to a trouble call within the hour prior to their normal or altered work day and continues working into their normal work day, they will be provided with one meal allowance.

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) For all employees, time spent in travel outside of an employee's normal or alternative hours of work to attend meetings or training will be paid at the employee's normal hourly rate.

12.01 b) Time spent in travel outside of an employee's normal or alternative hours of work during the work week (i.e., excluding Saturday, Sunday and Statutory holidays), for activities other than meetings or training will be paid as follows:

i) for employees other than those in the linetrade (power line technician, lead power line technician, customer service representative and general foreman) the first half hour prior to and/or following an employee's normal or alternative hours of work shall be paid at the employee's normal hourly rate with all other time paid at prevailing overtime rates;

ii) for employees in the linetrade, section (i) above will only apply when these employees are working ten (10) hour days, otherwise, all travel outside of normal or alternative hours of work shall be paid at prevailing overtime rates;

12.01 c) Time spent in travel on Saturday, Sunday and Statutory Holidays shall be paid at the prevailing overtime rate.

12.01 d) 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 Fredericton – Head Office, the Energy Control Centre, Central Region and any other NB Power locations will be treated as one headquarters and time for travel between these locations will not be paid;

ii) the time at which an employee is to report to a work site shall be at the discretion of the Corporation;

iii) employees will require prior approval from the Corporation 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;

iv) overnight accommodation will be approved at the discretion of the Corporation;

v) in those circumstances approved by the Corporation, a travel allowance of \$50.00 will be available to compensate employees who wish to travel on their own time and at their own cost. 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;

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

12.01 e) A meal or a meal allowance will be provided for noon meals, at the rate set out in Corporate policy, only under the following circumstances:

- i) an employee is required to stay overnight and is covered by the provisions for meals (if any) in the Corporation's travel and accommodation policies; or
- ii) an employee is attending an NB Power sponsored meeting or training off-site or away from their normal headquarters area.

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

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

SHORT TERM SICK LEAVE AND OTHER LEAVES

13.01 Purpose – Short Term Sick Leave

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

13.02 Medical and Dental Appointments

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

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

13.03 Sick Pay Credits

Sick pay credits shall be as follows:

<u>Length of Service</u>	<u>Sick Leave Credit</u>
1 month but less than 3 months	100% of income for 1 week
3 months but less than 1 year	100% of income for 2 weeks
	66-2/3% of income for 13 weeks
1 year but less than 3 years	100% of income for 4 weeks
	66-2/3% of income for 11 weeks
3 years but less than 5 years	100% of income for 6 weeks
	66-2/3% of income for 9 weeks
5 years but less than 7 years	100% of income for 8 weeks
	66-2/3% of income for 7 weeks
7 years but less than 9 years	100% of income for 10 weeks
	66-2/3% of income for 5 weeks
9 years but less than 10 years	100% of income for 12 weeks
	66-2/3% of income for 3 weeks
10 years and over	100% of income for 15 weeks

13.04 Requirements to Qualify

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

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

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

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

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

13.04 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 days may be granted at the discretion of the Corporation. A further one day leave with no loss of pay will be granted for the delayed interment of the above relatives.

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

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

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

13.07 Maternity Leave

13.07 a) General

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

13.07 b) Requirements to Qualify

To qualify for Maternity Leave, an employee must:

- i) notify her supervisor of the pregnancy three months before the anticipated date of delivery; and,
- ii) give *two 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 weeks. The first *two* weeks may be charged as sick leave, with appropriate pay and the remaining leave shall be non-paid time. However, if the employee elects to participate in the Supplementary Unemployment Benefit (SUB) Plan she will not be entitled to this benefit and will be paid in accordance with the Employment Insurance Act and the SUB Plan. Leave may commence at the end of the seventh month of pregnancy.

13.07 d) Benefits During Leave

For any benefits an employee elects to retain while on leave, premiums will be paid by the Corporation on behalf of the employee. The employee will reimburse these premiums to the Corporation when they return to work. For the period during which the employee is participating in the SUB plan, the employee may elect to have their premiums deducted from this payment.

Note: Deductions for Public Service Superannuation benefits may not be remitted while an employee is on leave. However, the employee 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 (SUBI Plan)

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

All normal payroll deductions except Superannuation are taken from the SUB Plan benefits.

13.07 f) Return to Duty

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

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

13.07 g) Failure to Return to Work

If the employee does not return to work within the specified time limit of the 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 is available to either parent upon the birth of a child or adoption of a preschool child. All benefits of maternity leave contained in this agreement apply to parental and adoption leave, with the following exceptions:

- i) for adoption leave, the employee will be eligible for top-up under the Supplementary Unemployment Benefits (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 weeks are not paid as short term sick leave and the employee is not eligible to participate in the SUB Plan;
- iii) the employer portion of benefit premiums is paid for a maximum of 17 weeks for maternity leave, and 10 weeks for parental or adoption leave. If an employee elects to remain on leave beyond these periods, the employee will be responsible to reimburse the Corporation for both the employee and the employer portion of the premiums for the benefits they elect to retain.

13.08 b) Requirements to Qualify

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

- i) give four weeks' written notice to their supervisor of the commencement date and length of the leave; 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 day leave of absence with pay will be granted to male employees on the occasion of the birth or adoption of their child.

13.10 Jury/Witness Duty

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

13.11 Leave for Family Related Responsibilities

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

i) grant the employee leaves of absence without pay of up to three days during a twelve calendar month period to meet responsibilities related to the health, care or education of a person in a close family relationship with the employee.

ii) an employee intending to take such a leave of absence shall advise the Corporation of their intention to take the leave, the anticipated commencement date of the leave and, subject to sub section (i), the anticipated duration of the leave.

13.11 b) Family Leave – Administrative Support Employees

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

- i) employees are entitled to a maximum of 8 hours paid leave in any calendar year;
- ii) a single parent living alone in a household and with sole responsibility for their dependent children are entitled to an additional 4 hours, for a total of 12 hours, paid leave in any calendar year;
- iii) employees who do not utilize the 8 hours paid leave in a calendar year will be entitled to the remaining balance the following year in addition to the yearly entitlement of 8 or 12 hours paid leave. The maximum carry-over of entitlement from one year to the other is 8 hours paid leave;
- iv) leave may be taken on an hourly basis with the minimum duration being one half hour;
- v) except where it is impossible to provide such notice, an employee must give at least twenty-four (24) hours notice when requesting leave;
- vi) this leave shall be charged to a separate account;
- vii) employees in administrative support positions may also apply for the job sharing program (Appendix "D") or personal leave (Appendix "E").

ARTICLE XIV

EMPLOYEE BENEFITS

14.01 Enerflex Program

ENERflex is a flexible benefits program that includes a compulsory core level of benefits coverage for employees. The cost *sharing* arrangement for the ENERflex benefits program is 60% employer and 40% employee, and is based on the claims experience of the following benefit plans: Basic Life, Basic AD&D, Long Term Disability, Dental and Medical, 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 day waiting period (without pay) set out in the legislation, an employee receiving compensation benefits under the Worker's Compensation Act for injury on the job shall receive the **difference** between the total amount that is received from the Workplace Health, Safety and Compensation Commission and any other pension or compensation related to the injury, and eighty-five percent of the employee's **pre-accident** net earnings as calculated by the Workplace Health, Safety and Compensation Commission, for new injuries or recurrence of injuries.

14.02 b) An employee injured on the job shall receive the difference between their regular pay and the total amount that is received from any other pension or compensation related to the injury, for a period of up to three working days, prior to the three day waiting period (without pay) set out in the legislation. However, in accordance with the legislation, the three day waiting period is waived by the Workplace Health, Safety and Compensation Commission if the employee is admitted to hospital as an in-patient at time of injury or recurrence of injury. The ~~three~~ day waiting period is also not required if the employee is disabled for more than 20 working days. If an employee returns to work and has a recurrence within 20 working days, a second three-day waiting period is not required.

14.02 c) These benefits do not apply to permanent, total or partial disability. In the case of temporary employees, the Corporation's contribution will only continue for the period of intended employment and in no case longer than one month. The absence of an employee who is receiving Compensation Benefits under the Worker's Compensation Act shall not be charged against the employee's sick leave credits or vacation credits.

14.03 Pension

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

Term seasonal employees are not permitted to contribute to the Public Service Superannuation Act. In lieu of pension contributions, if a term seasonal employee chooses to contribute to NB Power's Group RRSP, the Corporation will match the employee's contributions up to a maximum of 4% of the employee's actual base salary in each year.

14.04 Retirement Allowance

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

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

14.05 Rights and Benefits for Temporary Employees

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

14.06 Certification Fees

Where the Corporation requires an employee to maintain a trade, technical or professional certification, the Corporation will reimburse the employee for any such renewal fees. 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 24 hours of December 25th.

15.03 Whenever December 24th is a regular work day, and when operating requirements on that day permit, each location shall maintain only a minimal administrative support staff after 2:30 p.m. Other administrative support staff may leave work with no **loss** in pay. In such circumstances, administrative support employees required to remain at work until the end of normal hours will be permitted to leave work at 2:30 p.m. on New Year's Eve with no loss in pay. This article does not apply to offices staffed by only one employee or to shift employees.

17.02 Retention of Bargaining Unit Seniority

17.02 a) Employees who transfer out of the Customer Service bargaining unit to another position with NB Power, in a bargaining unit represented by the I.B.E.W., shall recover such seniority if they return to the same classification in the Customer Service bargaining unit. However, employees in linetrade classifications (Power Line Technician, Lead Power Line Technician, Customer Service Representative and General Foreman) will retain all seniority earned in either the Customer Service or Transmission bargaining units, while they remain in the line trade.

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

17.03 a) Layoff Procedure-- Regular Employees

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. No certified tradesperson shall receive notice of layoff while there are apprentices in the same classification in the Bargaining Unit. If the employee given notice of layoff does not wish to relocate, they may displace the most junior employee in their former classification in their location, if that employee has less service than the employee given notice of lay off;

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

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

iv) where there are no employees in the classification in the bargaining unit 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 former classification within the bargaining unit, if that employee has less service than the employee who was displaced;

v) an employee who is displaced as a result of the operation of section (i), (ii) or (iii) may take advantage of the subsequent provisions of this article;

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

vii) in those classifications where specific training, trade or technical certification is required, the employee seeking to displace a junior employee must possess that training or 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;

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

ix) an employee who is displaced as a result of the operation of section (iv) will be laid off and will not be able to take advantage of the provisions of this article of the agreement;

x) where the "former classification" is a classification in a progressive series, the employee will replace the junior employee in the classification at the first level of certification or progression. For example, a general foreman who is laid off would displace a power line technician, not an employee in a lead or other classification;

xi) 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;

xii) 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;

xiii) no relocation costs will be paid for employees exercising their rights under this article of the agreement. Employees who displace an employee in a classification that has a residency requirement, will comply with those requirements;

xiv) for the purposes of this article of the agreement, the applicable Regions are: the Customer Contact Centre (including its satellites), Central, Northern, Southern, Eastern, Western and Head Office;

xv) for the purposes of this article of the agreement, "classification" for employees in administrative support positions will be as set out in a letter of agreement attached in Appendix "G".

17.03 b) Term Seasonal Employees

Term seasonal employees may be employed for seasonal work or for coverage of peak periods. During those periods when they are not required, they may be temporarily released from employment. They will not be considered "laid off for the purpose of applying the collective agreement and articles 17.03 (a), 17.05 and 17.06 of the collective agreement will not apply.

If they return to work within twelve months of the end of their previous period of employment they will have their records of length of seniority and service adjusted to reflect the actual time spent in the Corporation's employment.

17.04 Rehiring

When the Corporation is hiring employees for the Customer Service 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) term seasonal employees who have been temporarily released as part of the seasonal nature of their jobs will only have rehiring rights to the term seasonal position from which they were released. However, once they have been permanently released, they will have the same rehiring rights as other former bargaining unit employees;
- vi) if an employee refuses an offer of employment, they will have no further entitlement to the benefits of this provision of the agreement.

17.05 Notice

17.05 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.

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

17.05 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.

17.06 Severance Benefits

When a regular employee is laid off, they shall be entitled to a severance payment equal to 2.5 weeks pay per year of service to a maximum of 20 years of service (i.e., a maximum of 50 weeks of pay).

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

17.07 Job Bids

17.07 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.

17.07 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. However, appointments in the Power Line Technician classification shall be based on seniority. For this article only of the collective agreement, seniority will be calculated as including all continuous employment (including time bridged as per article **17.02**) in one or more classifications in the Customer Service Operational bargaining unit.

17.07 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.

17.07 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.

17.07 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.

17.07 f) Appointment will be on a trial basis for 6 months. If the employee proves unsatisfactory in the new position, the Corporation will make every effort to place them in their former position or in a position equal to their former position.

17.07 g) Any employee who is required to be on an “on call roster” on the date of signing of this collective agreement or who is in the class of apprentices that was indentured in 1999, must live within a radius of thirty (30) kilometers from their headquarters. Customer Service Representatives must live in the community they serve. After the date of signing of this agreement, any new employee who is hired, or current employees who successfully bid, are appointed or transfer to a position in another Headquarters, that requires the employee to serve on an “on call roster”, will be required to live within a radius of twenty (20) kilometers from their headquarters.

NOTE: Some employees have been exempted from the application of article 17.07 (g) as per a letter of agreement between the Parties attached in Appendix “G”. The terms of their exemption are outlined in that letter and the Parties agree that no further exemptions will be made.

17.07 h) No restrictions will be placed on any employee in regard to their place of residence who is not on an “on call” roster.

ARTICLE XVIII

SAFETY

18.01 General

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. An employee working alone shall have the right to call for an additional employee when they encounter work that they feel would be hazardous if attempted alone. No employee shall work alone on any line or equipment that is alive with over 347 volts, phase to ground, except for the purpose of replacing fuses or operating switches.

18.02 Joint Health & Safety Committees

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

The parties agree to continue the Corporate Joint Health and Safety committee, which will include members of the Union leadership and NB Power management. The purpose of the committee is to address matters of mutual concern and to enhance communication between labour and management.

18.03 Tools and Clothing

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

18.03 b) The Corporation shall provide, once yearly, one pair of bib overalls or coveralls, as well as an initial issue of lined coveralls, to employees in the following occupations: linetrades (Power Line Technician, Lead Power Line Technician and Customer Service Representative), equipment operators, pole crews and other employees in Appendix "A" classifications 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. Individuals employed in the following classifications: Power Line Designer, Storekeeper and Utilityworker, will be provided with an initial issue of overalls or coveralls to be exchanged as necessary.

18.03 c) The Corporation shall provide employees classified as meter readers with clothing for work in accordance with the terms of a letter of agreement set out in Appendix "G" of this agreement.

18.03 d) All employees who are required by Legislation or NB Power Safety Rules to wear safety footwear on a regular basis shall receive an annual footwear allowance of \$100.00. For employees classified as Power Line Technicians, Lead Power Line Technicians and Customer Service

Representatives, the annual footwear allowance will be \$130.00. This allowance shall be payable on or about June 1st of each year and only those employees who are on the NB Power payroll on June 1st shall be eligible for the allowance. Employees, who require safety footwear but do not wear such footwear on a regular basis, will be entitled to the footwear allowance once every three years.

18.03 e) The Corporation shall determine the tools that are required and make them available to employees. The Corporation will determine when and if tools will be replaced. Employees shall be responsible for the tools assigned to them.

18.03 f) Rubber gloves shall be tested as per existing procedures.

18.04 Inclement Weather

When no emergencies exist and in the opinion of the Corporation the temperature or combination of temperature and wind is unduly severe, power line technicians will not be required to climb and meter readers will not be required to read meters. In such circumstances, affected employees will be assigned to other duties.

18.05 Response by Power Line Technicians to Trouble Calls Outside of Normal Working Hours

Power Line Technicians are expected to investigate trouble calls alone when the initial report does not obviously indicate to the employee that more than one person is required. On arrival at the trouble spot, the employee is authorized to call for assistance if there is a safety problem or if they are unable to correct the problem alone. Notwithstanding the above, two Power Line Technicians may respond under the following conditions:

- i) switches or fuses are in remote, off road locations or when fuse replacement would be hazardous due to the proximity of additional primary circuits or electrical apparatus;
- ii) a storm is in progress in the area;

- iii) road conditions travelling to the trouble site are icy or obstructed by snow, mud or a washout;
- iv) potential exposure to unknown hazards from the public such as call outs on Halloween night;
- v) radio communications are disrupted;
- vi) the trouble report indicates: a broken pole, primary wires are down, trees are on a line or that a patrol is required of the primary system.

ARTICLE XIX

ADMINISTRATION OF THE COLLECTIVE AGREEMENT

19.01 Pay Periods and Dues Check-Off

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

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

- i) In the case of Probationary or Regular employees, in the first full pay period following employment.

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

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

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

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

i) ceased because of participation in maternity or adoption leave, long term disability, transfer from the bargaining unit or termination; or,

ii) begun because of return from maternity or adoption leave, long term disability, transfer into the bargaining unit, or new employment.

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

19.02 Direct Bank Deposit

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

19.03 Registered Retirement Savings Plan

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

ARTICLE XX

GRIEVANCE PROCEDURE

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

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

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

ii) alternatively, the employee may present the grievance verbally to the person designated as the first level in the grievance procedure. If the employee receives no reply or does not receive satisfactory settlement within two working days from the date on which the grievance was discussed with the person designated as the first level in the grievance procedure, the employee may proceed to Step Two.

20.01 b) **Step Two:** Within five working days from the expiration of either the five or two day period referred to in Step One, the employee may present the grievance in writing either by personal service or by mailing it by registered mail to the person designated by the Corporation as the second level in the grievance procedure. Upon receipt of the second level grievance, that person shall contact

the Labour Relations Department to make arrangements with the representative of the employee's Union for a second level meeting between the interested parties. The requirement for such a meeting may be waived by mutual agreement between the parties to the collective agreement. If the issue is not resolved at the meeting or the employee receives no reply within five (5) working days from the date on which the meeting took place, the employee may proceed to Step Three.

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

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

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

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

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

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

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

ARTICLE XXI

ADJUDICATION

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

ARTICLE XXII

RULES, REGULATIONS, POLICIES AND PROCEDURES

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

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

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

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

ARTICLE XXIII

RETROACTIVITY

23.01 It is mutually understood and agreed that the provisions of the Collective agreement being signed by the parties this day stating that the agreement is to be in effect for the term January 1, 2001 to December 31, 2005, are intended to provide continuity in the relations between the parties and retroactive effect, for the period January 1, 2001, to the execution of this agreement is to be given only where specified in the agreement. Changes to the terms and conditions of work (not including cost of living increases and adjustments to wage rates) that are effective on the date of signing of the agreement shall be implemented in the first full pay period after the date the agreement is ratified.


ARTICLE XXIV

DURATION

24.01 This agreement shall be in effect for a term from January 1, 2001 to and including December 31, 2005 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 30th day of April, 2002.

NEW BRUNSWICK POWER CORPORATION



D.G. SKALING
CHAIRMAN



STEWART MACPHERSON
PRESIDENT & CHIEF EXECUTIVE OFFICER



WANDA J. HARRISON
CORPORATE SECRETARY & GENERAL COUNSEL

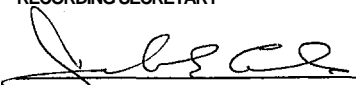
LOCAL 37, INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS A.F. OF L.-C.I.O., C.L.C.



DAN MCCASKILL
PRESIDENT



PETER WILLIAMS
RECORDING SECRETARY



JOHN E. GOLE
BUSINESS MANAGER

Appendix "A"

<u>Job Title</u>	<u>Date</u>	<u>Description</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>
Administrative Support											
1 ASR II	31-Dec-00	Old	\$ 9.59	\$10.76	\$12.03	\$13.30	\$14.47				
	01-Jan-01	Increase	\$ 9.78	\$10.97	\$12.27	\$13.57	\$14.76				
	01-Jan-02	Increase	\$ 9.98	\$11.19	\$12.52	\$13.85	\$15.03				
	01-Jan-03	Increase	\$10.18	\$11.41	\$12.77	\$14.13	\$15.36				
	01-Jan-04	Increase	\$10.39	\$11.64	\$13.03	\$14.42	\$15.67				
	01-Jan-05	Increase	\$10.60	\$11.87	\$13.29	\$14.71	\$15.98				
2 ASR III/III	31-Dec-00	Old	\$ 9.59	\$10.76	\$12.03	\$13.00	\$14.15	\$15.00	\$15.88	\$16.85	
	01-Jan-01	Increase	\$ 9.78	\$10.97	\$12.27	\$13.26	\$14.43	\$15.30	\$16.20	\$17.19	
	01-Jan-02	Increase	\$ 9.97	\$11.18	\$12.51	\$13.52	\$14.71	\$15.60	\$16.52	\$17.53	
	01-Jan-03	Increase	\$10.17	\$11.40	\$12.76	\$13.79	\$15.00	\$15.91	\$16.85	\$17.88	
	01-Jan-04	Increase	\$10.38	\$11.63	\$13.02	\$14.07	\$15.30	\$16.23	\$17.19	\$18.24	
	01-Jan-05	Increase	\$10.59	\$11.87	\$13.29	\$14.36	\$15.61	\$16.55	\$17.54	\$18.61	
3 ASR III	31-Dec-00	Old	\$13.00	\$14.15	\$15.00	\$15.88	\$16.85				
	01-Jan-01	Increase	\$13.26	\$14.43	\$15.30	\$16.20	\$17.19				
	01-Jan-02	Increase	\$13.52	\$14.71	\$15.60	\$16.52	\$17.53				
	01-Jan-03	Increase	\$13.79	\$15.00	\$15.91	\$16.85	\$17.88				
	01-Jan-04	Increase	\$14.07	\$15.30	\$16.23	\$17.19	\$18.24				
	01-Jan-05	Increase	\$14.36	\$15.61	\$16.58	\$17.54	\$18.61				
4 ASR III/IV	31-Dec-00	Old	\$13.00	\$14.15	\$16.66	\$17.66	\$18.74	\$19.71	\$20.58		
	01-Jan-01	Increase	\$13.26	\$14.43	\$16.99	\$18.01	\$19.11	\$20.10	\$20.99		
	01-Jan-02	Increase	\$13.83	\$14.72	\$17.33	\$18.37	\$19.49	\$20.50	\$21.41		
	01-Jan-03	Increase	\$13.81	\$15.02	\$17.68	\$18.74	\$19.88	\$20.91	\$21.84		
	01-Jan-04	Increase	\$14.10	\$15.33	\$18.04	\$19.12	\$20.28	\$21.33	\$22.28		
	01-Jan-05	Increase	\$14.39	\$15.64	\$18.41	\$19.51	\$20.69	\$21.76	\$22.73		
5 ASR IV	31-Dec-00	Old	\$16.66	\$17.66	\$18.74	\$19.71	\$20.58				
	01-Jan-01	Increase	\$16.99	\$18.01	\$19.11	\$20.10	\$20.99				
	01-Jan-02	Increase	\$17.33	\$18.37	\$19.49	\$20.50	\$21.41				
	01-Jan-03	Increase	\$17.68	\$18.74	\$19.88	\$20.91	\$21.84				
	01-Jan-04	Increase	\$18.04	\$19.12	\$20.28	\$21.33	\$22.28				
	01-Jan-05	Increase	\$18.41	\$19.51	\$20.69	\$21.76	\$22.73				
6 ASR V	31-Dec-00	Old	\$18.17	\$19.08	\$20.01	\$21.08	\$22.36				
	01-Jan-01	Increase	\$18.53	\$19.46	\$20.41	\$21.50	\$22.81				
	01-Jan-02	Increase	\$18.90	\$19.85	\$20.82	\$21.93	\$23.27				
	01-Jan-03	Increase	\$19.28	\$20.25	\$21.24	\$22.37	\$23.74				
	01-Jan-04	Increase	\$19.67	\$20.66	\$21.67	\$22.82	\$24.22				
	01-Jan-05	Increase	\$20.07	\$21.08	\$22.11	\$23.28	\$24.71				

Appendix "A"

<u>Job Title</u>	<u>Date</u>	<u>Description</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>
Administration Supervisors											
7 Administration Supv	31-Dec-00	CM	\$21.02				\$26.27				
	01-Jan-01	Increase	\$21.41	\$22.75	\$24.09	\$25.43	\$26.77				
	01-Jan-02	Increase	\$21.83	\$23.20	\$24.57	\$25.94	\$27.31				
	01-Jan-03	Increase	\$22.26	\$23.86	\$25.08	\$26.46	\$27.86				
	01-Jan-04	Increase	\$22.70	\$24.13	\$25.56	\$26.99	\$28.42				
	01-Jan-05	Increase	\$23.15	\$24.61	\$26.07	\$27.53	\$28.99				
8 Call Centre Supv	31-Dec-00	Old	\$20.64				\$25.80				
Collection Services Supv	01-Jan-01	Adjustment	\$21.87	\$23.24	\$24.60	\$25.97	\$27.34				
	01-Jan-01	Increase	\$22.30	\$23.70	\$25.09	\$26.49	\$27.89				
	01-Jan-02	Increase	\$22.74	\$24.17	\$25.59	\$27.02	\$28.45				
	01-Jan-03	Increase	\$23.19	\$24.65	\$26.10	\$27.58	\$29.02				
	01-Jan-04	Increase	\$23.65	\$25.14	\$26.62	\$28.11	\$29.60				
	01-Jan-05	Increase	\$24.12	\$25.64	\$27.15	\$28.67	\$30.19				

Appendix "A"

Field Support	Job Title	Date	Description	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	
9	Pole Setter Groundsman	31-Dec-00	Old	\$ 14.15									
		01-Jan-01	Increase	\$14.43									
		01-Jan-02	Increase	\$14.72									
		01-Jan-03	Increase	\$15.02									
		01-Jan-04	Increase	\$15.32									
		01-Jan-05	Increase	\$15.63									
10	Labourer	31-Dec-00	Old	\$ 12.94	\$ 13.58	\$ 14.28							
		01-Jan-01	Increase	\$13.21	\$13.86	\$14.57							
		01-Jan-02	Increase	\$13.48	\$14.14	\$14.85							
		01-Jan-03	Increase	\$13.76	\$14.43	\$15.16							
		01-Jan-04	Increase	\$14.04	\$14.72	\$15.46							
		01-Jan-05	Increase	\$14.33	\$15.02	\$15.77							
11	Gatekeeper	31-Dec-00	Old	\$14.79									
		01-Jan-01	Increase	\$15.09									
		01-Jan-02	Increase	\$15.38									
		01-Jan-03	Increase	\$15.70									
		01-Jan-04	Increase	\$16.01									
		01-Jan-05	Increase	\$16.33									
12	Equipment Operator I	31-Dec-00	Old	\$14.83									
		01-Jan-01	Increase	\$15.13									
		01-Jan-02	Increase	\$15.43									
		01-Jan-03	Increase	\$15.74									
		01-Jan-04	Increase	\$16.06									
		01-Jan-05	Increase	\$16.38									
13	Climber	31-Dec-00	Old	\$15.49									
		01-Jan-01	Increase	\$15.80									
		01-Jan-02	Increase	\$16.12									
		01-Jan-03	Increase	\$16.44									
		01-Jan-04	Increase	\$16.77									
		01-Jan-05	Increase	\$17.11									
14	Utility person	31-Dec-00	Old	\$15.55									
		01-Jan-01	Increase	\$15.86									
		01-Jan-02	Increase	\$16.18									
		01-Jan-03	Increase	\$16.50									
		01-Jan-04	Increase	\$16.83									
		01-Jan-05	Increase	\$17.17									
15	Meter Changer	31-Dec-00	Old	\$15.80									
		01-Jan-01	Increase	\$16.12									
		01-Jan-02	Increase	\$16.44									
		01-Jan-03	Increase	\$16.77									
		01-Jan-04	Increase	\$17.11									
		01-Jan-05	Increase	\$17.45									
16	Equipment Operator II	31-Dec-00	Old	\$16.24									
		01-Jan-01	Increase	\$16.57									
		01-Jan-02	Increase	\$16.90									
		01-Jan-03	Increase	\$17.24									
		01-Jan-04	Increase	\$17.59									
		01-Jan-05	Increase	\$17.94									

Appendix "A"

Field Support Job Title

Job Title	Description	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
17 Meter Reader	31-Dec-00	Old	\$14.79	\$15.49	\$16.54	\$16.87	\$17.21	\$17.55	\$17.80	\$18.57
	01-Jan-01	Increase	\$15.09	\$16.12	\$17.21	\$17.55	\$17.80	\$18.57	\$18.87	\$19.87
	01-Jan-02	Increase	\$15.40	\$16.44	\$17.21	\$17.55	\$17.80	\$18.57	\$18.87	\$19.87
	01-Jan-03	Increase	\$15.71	\$16.77	\$17.55	\$17.80	\$18.57	\$18.87	\$19.87	\$20.87
	01-Jan-04	Increase	\$16.03	\$17.11	\$17.80	\$18.57	\$18.87	\$19.87	\$20.87	\$21.87
	01-Jan-05	Increase	\$16.35	\$17.44	\$18.12	\$18.87	\$19.87	\$20.87	\$21.87	\$22.87
	31-Dec-00	Old	\$17.05	\$18.12	\$19.12	\$19.87	\$20.87	\$21.87	\$22.87	\$23.87
	01-Jan-01	Increase	\$17.36	\$18.44	\$19.44	\$20.19	\$21.19	\$22.19	\$23.19	\$24.19
	01-Jan-02	Increase	\$17.74	\$18.82	\$19.82	\$20.57	\$21.57	\$22.57	\$23.57	\$24.57
	01-Jan-03	Increase	\$18.10	\$19.18	\$20.18	\$20.93	\$21.93	\$22.93	\$23.93	\$24.93
18 Equipment Operator II	31-Dec-00	Old	\$17.05	\$18.12	\$19.12	\$19.87	\$20.87	\$21.87	\$22.87	\$23.87
	01-Jan-01	Increase	\$17.36	\$18.44	\$19.44	\$20.19	\$21.19	\$22.19	\$23.19	\$24.19
	01-Jan-02	Increase	\$17.74	\$18.82	\$19.82	\$20.57	\$21.57	\$22.57	\$23.57	\$24.57
	01-Jan-03	Increase	\$18.10	\$19.18	\$20.18	\$20.93	\$21.93	\$22.93	\$23.93	\$24.93
	01-Jan-04	Increase	\$18.46	\$19.54	\$20.54	\$21.29	\$22.29	\$23.29	\$24.29	\$25.29
	01-Jan-05	Increase	\$18.83	\$19.91	\$20.91	\$21.66	\$22.66	\$23.66	\$24.66	\$25.66
	31-Dec-00	Old	\$17.24	\$18.32	\$19.32	\$20.07	\$21.07	\$22.07	\$23.07	\$24.07
	01-Jan-01	Increase	\$17.59	\$18.67	\$19.67	\$20.42	\$21.42	\$22.42	\$23.42	\$24.42
	01-Jan-02	Increase	\$17.94	\$19.02	\$20.02	\$20.77	\$21.77	\$22.77	\$23.77	\$24.77
	01-Jan-03	Increase	\$18.30	\$19.38	\$20.38	\$21.13	\$22.13	\$23.13	\$24.13	\$25.13
20 Storekeeper	31-Dec-00	Old	\$17.87	\$18.95	\$19.95	\$20.70	\$21.70	\$22.70	\$23.70	\$24.70
	01-Jan-01	Increase	\$18.33	\$19.41	\$20.41	\$21.16	\$22.16	\$23.16	\$24.16	\$25.16
	01-Jan-02	Increase	\$18.70	\$19.78	\$20.78	\$21.53	\$22.53	\$23.53	\$24.53	\$25.53
	01-Jan-03	Increase	\$19.07	\$20.15	\$21.15	\$21.90	\$22.90	\$23.90	\$24.90	\$25.90
	01-Jan-04	Increase	\$19.45	\$20.53	\$21.53	\$22.28	\$23.28	\$24.28	\$25.28	\$26.28
	01-Jan-05	Increase	\$19.84	\$20.92	\$21.92	\$22.67	\$23.67	\$24.67	\$25.67	\$26.67
	31-Dec-00	Old	\$17.86	\$18.94	\$19.94	\$20.69	\$21.69	\$22.69	\$23.69	\$24.69
	01-Jan-01	Increase	\$18.22	\$19.30	\$20.30	\$21.05	\$22.05	\$23.05	\$24.05	\$25.05
	01-Jan-02	Increase	\$18.59	\$19.67	\$20.67	\$21.42	\$22.42	\$23.42	\$24.42	\$25.42
	01-Jan-03	Increase	\$18.96	\$20.04	\$21.04	\$21.79	\$22.79	\$23.79	\$24.79	\$25.79
21 Lead Meter Reader	31-Dec-00	Old	\$18.22	\$19.30	\$20.30	\$21.05	\$22.05	\$23.05	\$24.05	\$25.05
	01-Jan-01	Increase	\$18.59	\$19.67	\$20.67	\$21.42	\$22.42	\$23.42	\$24.42	\$25.42
	01-Jan-02	Increase	\$18.96	\$20.04	\$21.04	\$21.79	\$22.79	\$23.79	\$24.79	\$25.79
	01-Jan-03	Increase	\$19.34	\$20.42	\$21.42	\$22.17	\$23.17	\$24.17	\$25.17	\$26.17
	01-Jan-04	Increase	\$19.73	\$20.81	\$21.81	\$22.56	\$23.56	\$24.56	\$25.56	\$26.56
	01-Jan-05	Increase	\$20.12	\$21.20	\$22.20	\$22.95	\$23.95	\$24.95	\$25.95	\$26.95
	31-Dec-00	Old	\$18.37	\$19.45	\$20.45	\$21.20	\$22.20	\$23.20	\$24.20	\$25.20
	01-Jan-01	Increase	\$18.74	\$19.82	\$20.82	\$21.57	\$22.57	\$23.57	\$24.57	\$25.57
	01-Jan-02	Increase	\$19.12	\$20.20	\$21.20	\$21.95	\$22.95	\$23.95	\$24.95	\$25.95
	01-Jan-03	Increase	\$19.50	\$20.58	\$21.58	\$22.33	\$23.33	\$24.33	\$25.33	\$26.33
22 Utility Trades, Serv Cent	31-Dec-00	Old	\$18.37	\$19.45	\$20.45	\$21.20	\$22.20	\$23.20	\$24.20	\$25.20
	01-Jan-01	Increase	\$18.74	\$19.82	\$20.82	\$21.57	\$22.57	\$23.57	\$24.57	\$25.57
	01-Jan-02	Increase	\$19.12	\$20.20	\$21.20	\$21.95	\$22.95	\$23.95	\$24.95	\$25.95
	01-Jan-03	Increase	\$19.50	\$20.58	\$21.58	\$22.33	\$23.33	\$24.33	\$25.33	\$26.33
	01-Jan-04	Increase	\$19.89	\$20.97	\$21.97	\$22.72	\$23.72	\$24.72	\$25.72	\$26.72
	01-Jan-05	Increase	\$20.29	\$21.37	\$22.37	\$23.12	\$24.12	\$25.12	\$26.12	\$27.12
	31-Dec-00	Old	\$15.93	\$17.16	\$18.45	\$19.40	\$20.34	\$21.38	\$22.42	\$23.46
	01-Jan-01	Increase	\$16.25	\$17.50	\$18.82	\$19.78	\$20.75	\$21.81	\$22.87	\$23.93
	01-Jan-02	Increase	\$16.58	\$17.85	\$19.20	\$20.18	\$21.17	\$22.25	\$23.33	\$24.41
	01-Jan-03	Increase	\$16.91	\$18.20	\$19.58	\$20.59	\$21.59	\$22.67	\$23.75	\$24.83
23 Meter Repairman I	31-Dec-00	Old	\$15.93	\$17.16	\$18.45	\$19.40	\$20.34	\$21.38	\$22.42	\$23.46
	01-Jan-01	Increase	\$16.25	\$17.50	\$18.82	\$19.78	\$20.75	\$21.81	\$22.87	\$23.93
	01-Jan-02	Increase	\$16.58	\$17.85	\$19.20	\$20.18	\$21.17	\$22.25	\$23.33	\$24.41
	01-Jan-03	Increase	\$16.91	\$18.20	\$19.58	\$20.59	\$21.59	\$22.67	\$23.75	\$24.83
	01-Jan-04	Increase	\$17.24	\$18.53	\$19.97	\$20.98	\$22.00	\$23.09	\$24.19	\$25.29
	01-Jan-05	Increase	\$17.58	\$18.93	\$20.37	\$21.42	\$22.46	\$23.56	\$24.66	\$25.76
	31-Dec-00	Old	\$21.29	\$22.52	\$23.75	\$24.72	\$25.69	\$26.66	\$27.63	\$28.60
	01-Jan-01	Increase	\$21.72	\$22.95	\$24.18	\$25.15	\$26.12	\$27.09	\$28.06	\$29.03
	01-Jan-02	Increase	\$22.16	\$23.39	\$24.62	\$25.59	\$26.56	\$27.53	\$28.50	\$29.47
	01-Jan-03	Increase	\$22.60	\$23.83	\$25.06	\$26.03	\$27.00	\$27.97	\$28.94	\$29.91
24 Repair Shop Mechanic	31-Dec-00	Old	\$23.05	\$24.28	\$25.51	\$26.48	\$27.45	\$28.42	\$29.39	\$30.36
	01-Jan-01	Increase	\$23.48	\$24.71	\$25.94	\$26.91	\$27.88	\$28.85	\$29.82	\$30.79
	01-Jan-02	Increase	\$23.91	\$25.14	\$26.37	\$27.34	\$28.31	\$29.28	\$30.25	\$31.22
	01-Jan-03	Increase	\$24.34	\$25.57	\$26.80	\$27.77	\$28.74	\$29.71	\$30.68	\$31.65
	01-Jan-04	Increase	\$24.77	\$26.00	\$27.23	\$28.20	\$29.17	\$30.14	\$31.11	\$32.08
	01-Jan-05	Increase	\$25.20	\$26.43	\$27.66	\$28.63	\$29.60	\$30.57	\$31.54	\$32.51
	31-Dec-00	Old	\$18.45	\$19.40	\$20.34	\$21.38	\$22.42	\$23.46	\$24.50	\$25.54
	01-Jan-01	Increase	\$18.82	\$19.78	\$20.75	\$21.81	\$22.87	\$23.93	\$25.00	\$26.06
	01-Jan-02	Increase	\$19.20	\$20.18	\$21.17	\$22.25	\$23.33	\$24.41	\$25.49	\$26.57
	01-Jan-03	Increase	\$19.59	\$20.58	\$21.58	\$22.67	\$23.75	\$24.83	\$25.91	\$27.00
25 Meter Repairman II	31-Dec-00	Old	\$18.45	\$19.40	\$20.34	\$21.38	\$22.42	\$23.46	\$24.50	\$25.54
	01-Jan-01	Increase	\$18.82	\$19.78	\$20.75	\$21.81	\$22.87	\$23.93	\$25.00	\$26.06
	01-Jan-02	Increase	\$19.20	\$20.18	\$21.17	\$22.25	\$23.33	\$24.41	\$25.49	\$26.57
	01-Jan-03	Increase	\$19.59	\$20.58	\$21.58	\$22.67	\$23.75	\$24.83	\$25.91	\$27.00
	01-Jan-04	Increase	\$19.98	\$20.97	\$21.97	\$23.06	\$24.15	\$25.24	\$26.33	\$27.42
	01-Jan-05	Increase	\$20.37	\$21.37	\$22.37	\$23.46	\$24.55	\$25.64	\$26.73	\$27.82
	31-Dec-00	Old	\$20.40	\$21.45	\$22.49	\$23.53	\$24.57	\$25.61	\$26.65	\$27.69
	01-Jan-01	Increase	\$20.83	\$21.88	\$22.92	\$24.00	\$25.08	\$26.16	\$27.24	\$28.32
	01-Jan-02	Increase	\$21.26	\$22.31	\$23.35	\$24.43	\$25.51	\$26.59	\$27.67	\$28.75
	01-Jan-03	Increase	\$21.69	\$22.74	\$23.78	\$24.86	\$25.94	\$27.02	\$28.10	\$29.18

Appendix "A"

<u>Line Trades</u>	<u>Job Title</u>	<u>Date</u>	<u>Description</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>
26	App Power Line Tech	31-Dec-00	Old	\$ 10.84	\$ 11.80	\$ 12.65	\$ 13.53	\$ 15.24	\$ 16.17	\$ 16.67	\$ 17.86	
		01-Jan-01	Increase	\$ 11.15	\$ 12.03	\$ 12.90	\$ 13.80	\$ 15.54	\$ 16.49	\$ 17.31	\$ 18.22	
		01-Jan-02	Increase	\$ 11.37	\$ 12.27	\$ 13.16	\$ 14.08	\$ 15.85	\$ 16.82	\$ 17.66	\$ 18.59	
		01-Jan-03	Increase	\$ 11.59	\$ 12.51	\$ 13.42	\$ 14.36	\$ 16.16	\$ 17.15	\$ 18.01	\$ 18.98	
		01-Jan-04	Increase	\$ 11.81	\$ 12.75	\$ 13.68	\$ 14.64	\$ 16.48	\$ 17.49	\$ 18.37	\$ 19.34	
		01-Jan-05	Increase	\$ 12.04	\$ 13.00	\$ 13.95	\$ 14.93	\$ 16.81	\$ 17.84	\$ 18.74	\$ 19.73	
27	PowerLine Tech	31-Dec-00	Old	\$ 20.84	\$ 21.60							
		01-Jan-01	Increase	\$ 21.25	\$ 22.03							
		01-Jan-02	Increase	\$ 21.67	\$ 22.47							
		17-Apr-02	Adjustment	\$ 23.12	\$ 23.97							
		01-Jan-03	Increase	\$ 23.58	\$ 24.45							
		01-Apr-03	Adjustment	\$ 23.82	\$ 24.70							
		01-Jan-04	Increase	\$ 24.29	\$ 25.19							
		01-Apr-04	Adjustment	\$ 24.53	\$ 25.44							
01-Jan-05	Increase	\$ 25.02	\$ 25.95									
28	Customer Service Rep	31-Dec-00	Old	\$ 23.57								
		01-Jan-01	Increase	\$ 24.04								
		01-Jan-02	Increase	\$ 24.52								
		17-Apr-02	Adjustment	\$ 25.02								
		01-Jan-03	Increase	\$ 25.54								
		01-Jan-04	Increase	\$ 27.07								
01-Jan-05	Increase	\$ 27.61										
29	LeadPower Line Tech	31-Dec-00	Old	\$ 24.41								
		01-Jan-01	Increase	\$ 24.90								
		01-Jan-02	Increase	\$ 25.40								
		17-Apr-02	Adjustment	\$ 26.90								
		01-Jan-03	Increase	\$ 27.44								
		01-Jan-04	Increase	\$ 27.99								
01-Jan-05	Increase	\$ 28.55										

Appendix "A"

<u>Job Title</u>	<u>Date</u>	<u>Description</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>
Operations Supervisors											
30 Night Maint Foreman	31-Dec-00	Old	\$ 18.24	\$ 17.28	\$ 18.28	\$ 19.30	\$ 20.31				
	01-Jan-01	Increase	\$ 18.67	\$ 17.61	\$ 18.65	\$ 19.69	\$ 20.72				
	01-Jan-02	Increase	\$ 18.91	\$ 17.97	\$ 19.03	\$ 20.09	\$ 21.14				
	01-Jan-03	Increase	\$ 17.25	\$ 18.33	\$ 18.41	\$ 20.49	\$ 21.56				
	01-Jan-04	Increase	\$ 17.60	\$ 18.70	\$ 19.80	\$ 20.90	\$ 21.99				
	01-Jan-05	Increase	\$ 17.96	\$ 19.08	\$ 20.20	\$ 21.32	\$ 22.43				
31 Foreman I	31-Dec-00	Old	\$ 17.43	\$ 16.52	\$ 19.61	\$ 20.71	\$ 21.80				
	01-Jan-01	Increase	\$ 17.79	\$ 18.60	\$ 20.01	\$ 21.13	\$ 22.24				
	01-Jan-02	Increase	\$ 18.16	\$ 19.29	\$ 20.42	\$ 21.56	\$ 22.69				
	01-Jan-03	Increase	\$ 18.53	\$ 19.68	\$ 20.83	\$ 21.99	\$ 23.14				
	01-Jan-04	Increase	\$ 18.91	\$ 20.08	\$ 21.25	\$ 22.43	\$ 23.50				
	01-Jan-05	Increase	\$ 19.30	\$ 20.49	\$ 21.68	\$ 22.88	\$ 24.07				
32 Bldg Maintenance Supv Meter Services Supv	31-Dec-00	Old	\$ 18.71	\$ 19.68	\$ 21.05	\$ 22.22	\$ 23.40				
	01-Jan-01	Increase	\$ 19.10	\$ 20.29	\$ 21.48	\$ 22.67	\$ 23.87				
	01-Jan-02	Increase	\$ 19.50	\$ 20.71	\$ 21.92	\$ 23.13	\$ 24.35				
	01-Jan-03	Increase	\$ 19.90	\$ 21.14	\$ 22.37	\$ 23.60	\$ 24.84				
	01-Jan-04	Increase	\$ 20.30	\$ 21.57	\$ 22.82	\$ 24.08	\$ 25.34				
	01-Jan-05	Increase	\$ 20.70	\$ 22.00	\$ 23.27	\$ 24.56	\$ 25.85				
33 Hydraulic Services Coord	31-Dec-00	Old	\$ 20.18	\$ 21.44	\$ 22.70	\$ 23.97	\$ 25.23				
	01-Jan-01	Increase	\$ 20.57	\$ 21.86	\$ 23.15	\$ 24.44	\$ 25.73				
	01-Jan-02	Increase	\$ 20.97	\$ 22.29	\$ 23.61	\$ 24.93	\$ 26.25				
	01-Jan-03	Increase	\$ 21.38	\$ 22.73	\$ 24.08	\$ 25.43	\$ 26.78				
	01-Jan-04	Increase	\$ 21.80	\$ 23.18	\$ 24.66	\$ 25.94	\$ 27.32				
	01-Jan-05	Increase	\$ 22.23	\$ 23.64	\$ 25.05	\$ 26.46	\$ 27.87				
34 Energy Advisor Supv	31-Dec-00	Old	\$ 20.64				\$ 25.80				
	01-Jan-01	Adjustment	\$ 21.87	\$ 23.24	\$ 24.60	\$ 25.97	\$ 27.34				
	01-Jan-01	Increase	\$ 22.30	\$ 23.70	\$ 25.09	\$ 26.49	\$ 27.89				
	01-Jan-02	Increase	\$ 22.74	\$ 24.17	\$ 25.59	\$ 27.02	\$ 28.46				
	01-Jan-03	Increase	\$ 23.19	\$ 24.65	\$ 26.10	\$ 27.56	\$ 29.02				
	01-Jan-04	Increase	\$ 23.65	\$ 25.14	\$ 26.62	\$ 28.11	\$ 29.60				
	01-Jan-05	Increase	\$ 24.12	\$ 25.64	\$ 27.15	\$ 28.67	\$ 30.19				
35 General Foreman	31-Dec-00	Old	\$ 21.87	\$ 23.24	\$ 24.60	\$ 25.97	\$ 27.34				
	01-Jan-01	Increase	\$ 22.30	\$ 23.70	\$ 25.09	\$ 26.49	\$ 27.89				
	01-Jan-02	Increase	\$ 22.74	\$ 24.17	\$ 25.59	\$ 27.02	\$ 28.46				
	17-Apr-02	Adjustment	\$ 23.93	\$ 25.44	\$ 26.93	\$ 28.44	\$ 29.95				
	01-Jan-03	Increase	\$ 24.41	\$ 25.95	\$ 27.47	\$ 29.01	\$ 30.55				
	01-Jan-04	Increase	\$ 24.90	\$ 26.47	\$ 28.02	\$ 29.59	\$ 31.16				
	01-Jan-05	Increase	\$ 25.40	\$ 27.00	\$ 28.58	\$ 30.18	\$ 31.78				
36 Central Stores Supv Materials & Fleet Supv	31-Dec-00	Old	\$ 22.47				\$ 28.09				
	01-Jan-01	Adjustment	\$ 23.81	\$ 25.30	\$ 26.79	\$ 28.28	\$ 29.77				
	01-Jan-01	Increase	\$ 24.29	\$ 25.81	\$ 27.33	\$ 28.86	\$ 30.37				
	01-Jan-02	Increase	\$ 24.78	\$ 26.33	\$ 27.88	\$ 29.43	\$ 30.98				
	01-Jan-03	Increase	\$ 25.28	\$ 26.86	\$ 28.44	\$ 30.02	\$ 31.60				
	01-Jan-04	Increase	\$ 25.79	\$ 27.40	\$ 29.01	\$ 30.62	\$ 32.23				
	01-Jan-05	Increase	\$ 26.32	\$ 27.98	\$ 29.60	\$ 31.24	\$ 32.86				

Appendix "A"

<u>Job Title</u>	<u>Date</u>	<u>Description</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>
37 ElectricalMech I Technician I	31-Dec-00	Old	\$ 14.46	\$ 16.13	\$ 18.00	\$ 20.09	\$ 22.42				
	01-Jan-01	Increase	\$ 14.75	\$ 16.45	\$ 18.35	\$ 20.49	\$ 22.87				
	01-Jan-02	Increase	\$ 15.05	\$ 16.78	\$ 18.73	\$ 20.80	\$ 23.33				
	01-Jan-03	Increase	\$ 15.35	\$ 17.12	\$ 19.11	\$ 21.32	\$ 23.80				
	01-Jan-04	Increase	\$ 15.66	\$ 17.47	\$ 19.50	\$ 21.75	\$ 24.28				
	01-Jan-05	increase	\$ 15.97	\$ 17.82	\$ 19.89	\$ 22.19	\$ 24.77				
38 Engineering Asst I	31-Dec-00	Old	\$ 14.46	\$ 16.13	\$ 18.00	\$ 20.09	\$ 22.42				
	01-Jan-01	Increase	\$ 14.75	\$ 16.45	\$ 18.35	\$ 20.49	\$ 22.87				
	01-Jan-02	Increase	\$ 15.05	\$ 16.78	\$ 18.73	\$ 20.80	\$ 23.33				
	17-Apr-02	Adjustment	\$ 15.35	\$ 17.11	\$ 19.10	\$ 21.31	\$ 23.79				
	01-Jan-03	Increase	\$ 15.66	\$ 17.48	\$ 19.49	\$ 21.74	\$ 24.27				
	01-Apr-03	Adjustment	\$ 15.96	\$ 17.79	\$ 19.86	\$ 22.15	\$ 24.73				
	01-Jan-04	Increase	\$ 16.28	\$ 18.15	\$ 20.26	\$ 22.60	\$ 25.23				
	01-Jan-05	Increase	\$ 16.61	\$ 18.52	\$ 20.67	\$ 23.08	\$ 25.74				
39 Electrical Mech II	31-Dec-00	Old	\$ 18.45	\$ 19.89	\$ 21.00	\$ 22.42	\$ 23.54				
	01-Jan-01	Increase	\$ 18.82	\$ 20.08	\$ 21.42	\$ 22.87	\$ 24.01				
	01-Jan-02	Increase	\$ 19.19	\$ 20.48	\$ 21.85	\$ 23.33	\$ 24.49				
	01-Jan-03	Increase	\$ 19.57	\$ 20.89	\$ 22.29	\$ 23.80	\$ 24.98				
	01-Jan-04	Increase	\$ 19.95	\$ 21.31	\$ 22.74	\$ 24.28	\$ 25.48				
	01-Jan-05	Increase	\$ 20.36	\$ 21.74	\$ 23.20	\$ 24.77	\$ 25.99				
40 PowerLine Designer	31-Dec-00	Old				\$ 21.30	\$ 22.85				
	01-Jan-01	Increase				\$ 21.73	\$ 23.31				
	01-Jan-02	Adjustment				\$ 22.68	\$ 24.31				
	01-Jan-02	Increase				\$ 23.12	\$ 24.80				
	17-Apr-02	New Range	\$ 15.05	\$ 17.48	\$ 19.92	\$ 22.36	\$ 24.80				
	01-Jan-03	Adjustment	\$ 15.35	\$ 17.83	\$ 20.32	\$ 22.81	\$ 25.30				
	01-Jan-03	Increase	\$ 15.66	\$ 18.19	\$ 20.73	\$ 23.27	\$ 25.81				
	01-Jan-04	Increase	\$ 15.98	\$ 18.56	\$ 21.15	\$ 23.74	\$ 26.33				
	01-Jan-05	Increase	\$ 16.31	\$ 18.94	\$ 21.58	\$ 24.22	\$ 26.86				
41 Engineering Asst II	31-Dec-00	Old	\$ 18.45	\$ 19.89	\$ 21.00	\$ 22.42	\$ 23.54				
	01-Jan-01	Increase	\$ 18.82	\$ 20.08	\$ 21.42	\$ 22.87	\$ 24.01				
	01-Jan-02	Increase	\$ 19.19	\$ 20.48	\$ 21.85	\$ 23.33	\$ 24.49				
	17-Apr-02	Adjustment	\$ 19.56	\$ 20.88	\$ 22.28	\$ 23.79	\$ 24.97				
	01-Jan-03	Increase	\$ 19.95	\$ 21.30	\$ 22.73	\$ 24.27	\$ 25.47				
	01-Apr-03	Adjustment	\$ 20.32	\$ 21.70	\$ 23.16	\$ 24.73	\$ 25.95				
	01-Jan-04	Increase	\$ 20.73	\$ 22.14	\$ 23.63	\$ 25.23	\$ 26.47				
	01-Jan-05	Increase	\$ 21.15	\$ 22.59	\$ 24.11	\$ 25.74	\$ 27.00				
42 Electrical Mech III Technician II Technical Asst I	31-Dec-00	Old	\$ 19.40	\$ 21.38	\$ 22.42	\$ 23.54	\$ 24.70				
	01-Jan-01	Increase	\$ 19.79	\$ 21.81	\$ 22.87	\$ 24.01	\$ 25.19				
	01-Jan-02	Increase	\$ 20.19	\$ 22.25	\$ 23.33	\$ 24.49	\$ 25.59				
	01-Jan-03	Increase	\$ 20.60	\$ 22.70	\$ 23.80	\$ 24.98	\$ 26.20				
	01-Jan-04	Increase	\$ 21.02	\$ 23.16	\$ 24.28	\$ 25.48	\$ 26.72				
	01-Jan-05	Increase	\$ 21.45	\$ 23.63	\$ 24.77	\$ 25.99	\$ 27.28				
43 Engineering Asst III	31-Dec-00	Old	\$ 19.40	\$ 21.38	\$ 22.42	\$ 23.54	\$ 24.70				
	01-Jan-01	Increase	\$ 19.79	\$ 21.81	\$ 22.87	\$ 24.01	\$ 25.19				
	01-Jan-02	Increase	\$ 20.19	\$ 22.25	\$ 23.33	\$ 24.49	\$ 25.69				
	17-Apr-02	Adjustment	\$ 20.59	\$ 22.69	\$ 23.79	\$ 24.97	\$ 26.19				
	01-Jan-03	Increase	\$ 21.01	\$ 23.15	\$ 24.27	\$ 25.47	\$ 26.71				
	01-Apr-03	Adjustment	\$ 21.41	\$ 23.59	\$ 24.73	\$ 25.95	\$ 27.21				
	01-Jan-04	Increase	\$ 21.84	\$ 24.06	\$ 25.22	\$ 26.46	\$ 27.75				
	01-Jan-05	Increase	\$ 22.28	\$ 24.55	\$ 25.73	\$ 26.99	\$ 28.31				

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Appendix "A"

Job Title	Date	Description	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
Engineers, Trades and Engineering Support											
44 Technical Asst II Sr. Electrical Mech Sr. Technician	31-Dec-00	Old	\$21.38	\$23.00	\$24.70	\$25.94	\$27.29				
	01-Jan-01	Increase	\$21.82	\$23.47	\$25.20	\$26.46	\$27.84				
	01-Jan-02	Increase	\$22.26	\$23.94	\$25.70	\$26.99	\$28.40				
	01-Jan-03	Increase	\$22.71	\$24.42	\$26.21	\$27.53	\$28.97				
	01-Jan-04	Increase	\$23.16	\$24.80	\$26.73	\$28.08	\$29.55				
	01-Jan-05	Increase	\$23.62	\$25.39	\$27.28	\$28.64	\$30.14				
45 Vegetation Mgmt Supv	31-Dec-00	Old	\$21.87	\$23.24	\$24.80	\$25.97	\$27.34				
	01-Jan-01	Increase	\$22.30	\$23.70	\$25.09	\$26.49	\$27.89				
	01-Jan-02	Increase	\$22.74	\$24.17	\$25.59	\$27.02	\$28.45				
	17-Apr-02	Adjustment	\$22.58	\$24.28	\$26.07	\$27.38	\$28.81				
	01-Jan-03	Increase	\$23.03	\$24.76	\$26.69	\$27.93	\$29.39				
	01-Apr-03	Adjustment	\$23.46	\$25.22	\$27.08	\$28.44	\$29.93				
	01-Jan-04	Increase	\$23.93	\$25.72	\$27.82	\$29.01	\$30.53				
01-Jan-05	Increase	\$24.40	\$26.23	\$28.17	\$29.59	\$31.14					
46 Sr Engineering Asst	31-Dec-00	Old	\$21.38	\$23.00	\$24.70	\$25.94	\$27.29				
	01-Jan-01	Increase	\$21.82	\$23.47	\$25.20	\$26.46	\$27.84				
	01-Jan-02	Increase	\$22.26	\$23.94	\$25.70	\$26.99	\$28.40				
	17-Apr-02	Adjustment	\$22.58	\$24.28	\$26.07	\$27.38	\$28.81				
	01-Jan-03	Increase	\$23.03	\$24.76	\$26.59	\$27.93	\$29.39				
	01-Mar-03	Adjustment	\$23.46	\$25.22	\$27.08	\$28.44	\$29.93				
	01-Jan-04	Increase	\$23.93	\$25.72	\$27.82	\$29.01	\$30.53				
01-Jan-05	Increase	\$24.40	\$26.23	\$28.17	\$29.59	\$31.14					
47 Engineer I-IV	31-Dec-00	Old	\$18.73	\$18.71	\$20.89	\$22.68	\$24.84	\$26.62	\$28.60	\$30.57	\$32.55
	01-Jan-01	Increase	\$17.05	\$19.08	\$21.08	\$23.10	\$25.12	\$27.14	\$29.15	\$31.18	\$33.20
	01-Jan-02	Increase	\$17.39	\$19.44	\$21.50	\$23.58	\$25.62	\$27.69	\$29.74	\$31.80	\$33.86
	01-Jan-03	Increase	\$17.75	\$19.84	\$21.94	\$24.04	\$26.14	\$28.24	\$30.34	\$32.44	\$34.54
	01-Jan-04	Increase	\$18.12	\$20.25	\$22.39	\$24.53	\$26.67	\$28.81	\$30.95	\$33.09	\$35.23
	01-Jan-05	Increase	\$18.50	\$20.68	\$22.86	\$25.04	\$27.22	\$29.40	\$31.58	\$33.76	\$35.94
48 Engineer V	31-Dec-00	Old	\$28.61	\$30.40	\$32.19	\$33.98	\$35.77				
	01-Jan-01	Increase	\$29.17	\$31.00	\$32.83	\$34.66	\$36.49				
	01-Jan-02	Increase	\$29.74	\$31.61	\$33.48	\$35.35	\$37.22				
	01-Jan-03	Increase	\$30.33	\$32.24	\$34.15	\$36.06	\$37.97				
	01-Jan-04	Increase	\$30.93	\$32.89	\$34.83	\$36.78	\$38.73				
	01-Jan-05	Increase	\$31.55	\$33.54	\$35.63	\$37.52	\$39.51				
49 Senior Engineer I Dist & Substation Planner	31-Dec-00	Old	\$30.45	\$32.35	\$34.26	\$36.16	\$38.07				
	01-Jan-01	Increase	\$31.05	\$32.99	\$34.94	\$36.88	\$38.83				
	01-Jan-02	Increase	\$31.67	\$33.65	\$35.64	\$37.62	\$39.61				
	01-Jan-03	Increase	\$32.30	\$34.32	\$36.35	\$38.37	\$40.40				
	01-Jan-04	Increase	\$32.95	\$35.01	\$37.08	\$39.14	\$41.21				
	01-Jan-05	Increase	\$33.61	\$35.71	\$37.82	\$39.92	\$42.03				

Appendix "A"

<u>Job Title</u>	<u>Date</u>	<u>Description</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>
Business and Operations Support											
50 Administrative Anlist I	31-Dec-00	Old	\$18.16								\$22.70
UserSupport Anlist I	01-Jan01	Increase	\$18.48	\$19.84	\$20.80	\$21.98					\$23.12
	01-Jan02	Increase	\$18.88	\$20.04	\$21.22	\$22.40					\$23.58
	01-Jan03	Increase	\$19.25	\$20.45	\$21.65	\$22.85					\$24.05
	01-Jan04	Increase	\$19.85	\$20.87	\$22.09	\$23.31					\$24.53
	01-Jan05	Increase	\$20.05	\$21.30	\$22.54	\$23.78					\$25.02
51 Administrative Anlist II	3 1 - D M	Old	\$19.49								\$24.36
Buyer	01-Jan01	Increase	\$19.85	\$21.10	\$22.34	\$23.58					\$24.82
	01-Jan02	Increase	\$20.25	\$21.53	\$22.79	\$24.08					\$25.32
	01-Jan03	Increase	\$20.65	\$21.96	\$23.24	\$24.54					\$25.83
	01-Jan04	Increase	\$21.08	\$22.39	\$23.70	\$25.03					\$26.35
	01-Jan05	Increase	\$21.47	\$22.83	\$24.17	\$25.53					\$26.88
52 Work Planning Asst.	31-Dec-00	Old	\$19.40	\$21.38	\$22.42	\$23.54					\$24.70
	01-Jan01	Increase	\$19.79	\$21.81	\$22.87	\$24.01					\$25.19
	01-Jan02	Increase	\$20.19	\$22.25	\$23.33	\$24.49					\$25.69
	01-Jan03	Increase	\$20.60	\$22.70	\$23.80	\$24.88					\$26.20
	01-Jan04	Increase	\$21.02	\$23.16	\$24.28	\$25.48					\$26.72
	01-Jan05	Increase	\$21.45	\$23.63	\$24.77	\$25.99					\$27.26
53 Energy Advisor	31-Dec-00	OM	\$19.05								\$23.81
	01-Jan-01	Adjustment	\$20.18	\$21.44	\$22.70	\$23.97					\$25.23
	01-Jan01	Increase	\$20.58	\$21.87	\$23.15	\$24.45					\$25.74
	01-Jan02	Increase	\$20.98	\$22.30	\$23.61	\$24.94					\$26.26
	01-Jan03	Increase	\$21.39	\$22.74	\$24.08	\$25.44					\$26.79
	01-Jan04	Increase	\$21.81	\$23.19	\$24.58	\$25.95					\$27.33
	01-Jan05	Increase	\$22.24	\$23.65	\$25.05	\$26.47					\$27.88
54 Business Anlist	31-Dec-00	Old	\$21.02								\$26.27
UserSupportAnlist II	01-Jan-01	Increase	\$21.41	\$22.75	\$24.09	\$25.43					\$26.77
	01-Jan02	Increase	\$21.83	\$23.20	\$24.57	\$25.94					\$27.31
	01-Jan03	Increase	\$22.26	\$23.66	\$25.08	\$26.46					\$27.86
	01-Jan04	Increase	\$22.70	\$24.13	\$25.56	\$26.99					\$28.42
	01-Jan45	Increase	\$23.15	\$24.61	\$26.07	\$27.53					\$28.99
55 Methods Developer	31-Dec-00	Old	\$20.64								\$25.80
Trades Instructor	01-Jan01	Adjustment	\$21.87	\$23.24	\$24.60	\$25.97					\$27.34
	01-Jan01	Increase	\$22.30	\$23.70	\$25.09	\$26.49					\$27.89
	01-Jan02	Increase	\$22.74	\$24.17	\$25.59	\$27.02					\$28.45
	01-Jan03	Increase	\$23.19	\$24.65	\$26.10	\$27.56					\$29.02
	01-Jan04	Increase	\$23.65	\$25.14	\$26.62	\$28.11					\$29.60
	01-Jan05	Increase	\$24.12	\$25.64	\$27.15	\$28.67					\$30.19
56 Joint Use Design Coord	31-Dec-00	Old	\$22.47								\$28.09
Regional Work Planner	01-Jan-01	Adjustment	\$23.81	\$25.30	\$26.79	\$28.28					\$29.77
Protective Testing Spec	01-Jan-01	Increase	\$24.29	\$25.81	\$27.33	\$28.85					\$30.37
	01-Jan02	Increase	\$24.78	\$26.33	\$27.88	\$29.43					\$30.98
	01-Jan03	Increase	\$25.26	\$26.86	\$28.44	\$30.02					\$31.60
	01-Jan04	Increase	\$25.79	\$27.40	\$29.01	\$30.62					\$32.23
	01-Jan05	Increase	\$26.32	\$27.96	\$29.60	\$31.24					\$32.88
57 QA Revenue Metering Spec	31-Dec-00	Old	\$23.81	\$25.30	\$26.79	\$28.28					\$29.77
	01-Jan-01	Increase	\$24.29	\$25.81	\$27.33	\$28.85					\$30.37
	01-Jan02	Increase	\$24.78	\$26.33	\$27.88	\$29.43					\$30.98
	01-Jan03	Increase	\$25.28	\$26.86	\$28.44	\$30.02					\$31.60
	01-Jan04	Increase	\$25.79	\$27.40	\$29.01	\$30.62					\$32.23
	01-Jan05	Increase	\$26.32	\$27.96	\$29.60	\$31.24					\$32.88

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Appendix "A"

<u>Job Title</u>	<u>Date</u>	<u>Description</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>
Business and Operations Support											
58 Operations Review Officer	31-Dec-00	Old	\$24.57				\$30.71				
	01-Jan-01	Adjustment	\$26.03	\$27.66	\$29.29	\$30.92	\$32.55				
	01-Jan-01	Increase	\$26.68	\$28.22	\$29.88	\$31.54	\$33.20				
	01-Jan-02	Increase	\$27.10	\$28.79	\$30.48	\$32.17	\$33.86				
	01-Jan-03	Increase	\$27.66	\$29.36	\$31.10	\$32.82	\$34.54				
	01-Jan-04	Increase	\$28.22	\$29.88	\$31.73	\$33.48	\$35.23				
	01-Jan-05	Increase	\$28.78	\$30.58	\$32.38	\$34.15	\$35.94				



April 17, 2002

Énergie NB Power

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

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

Dear Mr. Cole:

RE: Exemptions from the Residency Rule/ Customer Service Operational Group

Further to our discussion, this letter confirms our agreement that Ranford Gass, Alan Seeley, Terry Underhill, Bruce Vail, Dan Dickson, Tim Legere, Alan Young and Dan Walls will be treated as an exception to the residency requirements set out in Article 17 of the Collective Agreement. This exemption will exist for as long as they continue to work in their current headquarters.

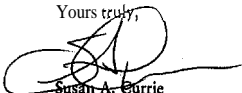
Bruce Vail and Terry Underhill are required to serve on the on call roster as a condition of employment. They have currently established temporary residences in which they will live during the week they are on call. The Employer has agreed to accept their current residences for this purpose. T. Underhill's temporary residence is within the 20-km radius from headquarters and B. Vail's temporary residence is just outside of the 20-km boundary. This exception exists only for the period these individuals continue to work in the headquarters to which they are assigned on the date the collective agreement is signed.

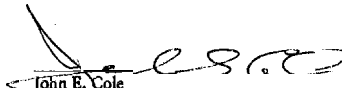
Ranford Gass, Alan Seeley, Dan Dickson, Tim Legere, Alan Young and Dan Walls are exempt from the requirement to serve on the on call roster. However, if they accept an offer of employment in a position that requires that they serve on the on call roster or if they volunteer to participate on the on call roster, they will lose their exempt status and must continue to serve on the on call roster. If they accept an offer of employment that requires them to serve on the on call roster they must meet the residency rules set out in the collective agreement. If they volunteer to participate on the on call roster in their current headquarters, they will not be required to permanently move to meet the requirements of the residency rule. However, they will be required to establish a temporary residence within a 20-km radius from their headquarters and live at that residence during the week that they are on call.

If any of these employees change their headquarters as a result of a bid, appointment or transfer, they will be required to meet the residency requirements in their new headquarters (20 km).

Please signify your agreement as indicated below.

Yours truly,


Susan A. Currie
Director, Labour Relations


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

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April 17, 2002

Énergie NB Power

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

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

Dear Mr. Cole:

RE: Regional/Central Stores -- Compensation for "Extra Responsibility"

In article 8.06 of the Collective Agreement, the Parties have agreed that when the Corporation assigns work to employees that it believes represents a "significant" increase in responsibility for that person, the employee will be compensated. We also agreed that at this time, the work resulting from the implementation of the SAP Materials Management module has created a level of responsibility that meets these criteria.

As a result, effective the date of signing of the agreement, one employee in each Region and one employee in Central Stores will receive the 5% increase identified in article 8.06, for as long as the significant extra responsibility continues to exist.

Please signify your agreement as indicated below.

Yours truly,

Susan A. Currie
Director, Labour Relations

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

APPENDIX "B"

SUPPLEMENTAL UNEMPLOYMENT BENEFITS (SUB) PLAN
NEW BRUNSWICK POWER CORPORATION

OBJECTIVE: To supplement employment benefits received by workers for unemployment caused by pregnancy, birth or adoption of a child (children).

ELIGIBILITY: All employees who become pregnant or adopt a child and who have completed 12 consecutive months of employment with NB Power. Employees disentitled or disqualified from receiving Employment Insurance benefits are not eligible for SUB plan.

LEVEL OF BENEFITS: Ninety-three percent (93%) of the employee's normal weekly salary. This represents the total of Employment Insurance gross benefits, the SUB plan and other earnings. Employees do not have a right to SUB payments except for supplementation of EI benefits for the unemployment period up to 15 weeks for maternity leave and 10 weeks for adoption leave. Where an employee is subject to a waiting period of two weeks before receiving Employment Insurance benefits, they will not receive SUB during that time.

FINANCING: SUB payments will be financed out of the employer's current revenue. A separate accounting will be kept on SUB payments.

DURATION: January 1, 2001 to the expiration of the Collective Agreement.

EMPLOYEE REQUIREMENTS: Employees must apply for Employment Insurance before SUB becomes payable. An employee must provide NB Power with proof that they are receiving EI benefits by submitting the first benefit stub to NB Power. For subsequent verification, HRDC provides NB Power with computer printouts. NB Power's Revenue Canada Business Number is 11924 6924 RP0002. Employees will not have any vested interest in the plan except to receive payments for the covered unemployment periods. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the SUB plan. Employees will agree in writing to return to work for at least six months after maternity or adoption leave; failure to do so will result in forfeiture of all moneys paid under the SUB plan. NB Power will advise HRDC of any changes to an approved plan within thirty days of the effective date of change.

APPENDIX "C"

PART TIME AND TERM SEASONAL EMPLOYEES

Salaries and Benefits;

Vacation

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

Statutory Holidays

For part-time employees, payment for the eleven holidays specified in the Collective Agreement shall be pro-rated according to the number of hours worked. Term Seasonal employees will only be paid for Statutory Holidays for periods during which they were scheduled to work.

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 RRRSP,

Seniority

A part-time employee will receive a full year credit for seniority purposes regardless of the number of hours worked during the year. Term seasonal employees will have their length of seniority and service adjusted to reflect the actual time spent in the Corporation's employment.

APPENDIX "D"

JOB SHARING PROGRAM

Administration

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

During the trial period, a job sharer may only opt out of the Program with management approval.

4. In most cases, the average number of hours worked per week by an individual employee shall be one-half the hours required to staff the position on a full time basis; (i.e., one-half 36.25 hours or one-half of 40), as the case may be.

Individual departments will decide the most appropriate division of time for that department and for the individuals concerned.

5. a) Subject to paragraph (b) below, If one of the "partners" leaves the position, the other partner will have the option of taking the job on a full-time basis, or carrying the job on a full-time basis until a suitable partner is found.

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

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

Salaries and Benefits:

6. a) **Vacation** Vacation entitlement shall be pro-rated **according** to the number of hours worked.

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

c) **Sick Leave (Short Term Disability)** Sick leave benefits shall be pro-rated **according** to the number of hours worked.

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

e) **Health Care Benefits** (including Dental Care) **Benefits** will be the same as for full-time employees. **Costs** will not be pro-rated.

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

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

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

APPENDIX "E"

PERSONAL LEAVE

Approval:

Individual applications for Personal Leave are subject to local management approval.

Selection:

Seniority as defined in article 17.01 among applicants in the same job function should be the initial criteria. In subsequent years, this criteria will be altered to reflect the following conditions:

- a) new applicants to be considered only after prior year(s) applicants who have re-applied.
- b) employees who have already gone on Personal Leave may re-apply, but their names will go to the bottom of the eligibility list.
- c) employees transferring to a new general work location will be considered new applicants.
- d) employees selected for the program who subsequently opt out may 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 Labour Relations Department, by no later than July 31 of the prior year. Decisions as to approval of Individual applications will be made by August 31.

Period of Leave and Vacation Credits:

Personal leave may be applied for any period throughout the calendar year. Vacation credits will be adjusted as per Compensation guidelines. Each personal leave period must be for either:

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

b) a period of 8 consecutive weeks which includes two thirds of the employee's vacation entitlement. Entitlement will be based on 10.6 months work for the year.

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

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

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

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

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

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

APPENDIX "F"
MEDICAL CERTIFICATES

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Confidential

Form 0190B Rev. 2002-01

MEDICAL CERTIFICATE

Name of Employee	Nature of Injury / Illness	Date of Injury / Illness
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Doctor is to Check Appropriate Boxes.

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

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

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

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

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

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

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

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

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

Date of next appointment _____

Doctor's Name _____
Doctor's Signature _____
Date _____



Form 0190A Rev. 2002-01

Confidential

Name of Employee	Nature of Injury / Illness	Date of Injury / Illness
------------------	-----------------------------------	--------------------------

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

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

Responsibilities of Current Position

- | | |
|---|---|
| <input type="checkbox"/> Brief Periods of Concentration | <input type="checkbox"/> Routine Mental Processes |
| <input type="checkbox"/> Prolonged Periods of Concentration | <input type="checkbox"/> In Depth Creative Thinking |
| <input type="checkbox"/> Focus on Task at Hand | <input type="checkbox"/> Constructive Interaction with Others |

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

Referrals _____

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

Date of **out** appointment _____ Doctor's Name _____
 Doctor's Signature _____
 Date _____

APPENDIX "G"

LETTERS OF AGREEMENT



April 17, 2002

Énergie NB Power

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

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

Dear Mr. Cole:

RE: Layoff Provisions – Previous Collective Agreements

Prior to the signing of the Collective Agreement for the new Customer Service Operational bargaining unit, the agreements for the Operational Non-Supervisory and Technical Non-Supervisory groups contained provisions dealing with the layoff of employees with eight or more years of continuous service. Those provisions have been replaced with this letter of agreement. This letter of agreement will only apply to employees who, **on** the date of signing of the Customer Service Operational collective agreement are in classifications that were formerly part of the Operational Non-Supervisory and Technical Non-Supervisory groups. It **will** apply to these employees only as long as they remain in one of these classifications (i.e., a Power Line Technician who moves to a General Foreman position will lose their entitlement). A list of those employees and classifications is attached to this letter of agreement. It will not apply to an employee who becomes classified in **one** of these classifications after the date of signing of the agreement or to any other employee or classification in the Customer Service Operational bargaining unit.

The provisions of the former agreements that will apply to these employees are as follows:

1. Operational Non-Supervisory group classifications: "Regular employees with eight (8) years continuous service and who have been continuously employed since, shall not be laid off solely due to reduction in forces."
2. Technical Non-Supervisory group classifications: "Regular employees with eight (8) years of continuous service shall not be laid off solely due to reduction in forces."

Please signify your agreement as indicated below.

Yours truly,

Denise C. Currier Relations

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

April 17, 2002



P.O. Box 2000 / C.P. 2000
215 King Street / 215r, rue King
Fredericton, NB
Canada E3B 4X1

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

Dear Mr. Cole:

RE: Power Line Technician Apprenticeship Program

The Parties have agreed that employees entering Apprentice Power Line Technician positions beginning in 2002 shall do so in accordance with the following:

1. Upon hiring, and where operational requirements permit, each apprentice shall be headquartered at the operating centre closest to their place of residence for the balance of the apprenticeship period. During this period, the apprentice shall be assigned to a Customer Service/Transmission "pool" and not to a particular Region or Headquarters. Training and field exposure for the balance of the apprenticeship period shall be co-ordinated by Customer Service Operations and, where practical and timely, field exposures shall take place in the Region where the employee is headquartered.
2. a) Upon certification as a qualified PLT, the employee is eligible to bid on any vacancy, which may exist in Transmission or Customer Service. If successful, the PLT shall be eligible for relocation assistance under NB Power's Relocation Assistance Policy as it may exist at that time.

b) If after 4 years in the apprenticeship program, an employee has not achieved certification solely because NB Power was unable to provide the necessary training or work exposure, the employee will still be eligible to bid on any vacancies referred to in paragraph 3 (a).


c) Any employee who is unsuccessful on the above described bid, or who chooses not to bid upon completion of their apprenticeship, shall be assigned by NB Power to a Customer Service Region or Transmission location as determined by NB Power. In such instance, the employee will be eligible for relocation assistance as described above.

d) For greater certainty, the fact that an employee has been headquartered at a particular location during the apprenticeship period does not give the apprentice any advantage or priority with respect to a permanent assignment following certification.

3. Where there is any conflict between this agreement and the terms of the collective agreement between the parties, this agreement will prevail.

Please signify your agreement as indicated below.

Yours truly,



Susan A. Currie
Director, Labour Relations



John Esch, I.B.E.W. Local 37



ÉnergieNB Power

April 17, 2002

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

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

Dear Mr. Cole:

RE: Article 17 – Definition of “Classification” for ASRs

The Collective Agreement defines seniority in terms of an employee’s “classification”. During negotiations, the Parties agreed that “Administrative Support Representative” (ASR) is a classification for the purposes of establishing a level of compensation. However, as there are numerous categories of work responsibility classified as an “ASR”, the classification is an inappropriate method of defining layoff, bumping and rehiring rights as a result of the differences in qualifications and ability required to perform those responsibilities.

The following groups of work were identified as providing sufficient similarity in responsibilities that they would be considered one “classification” for the purposes of article 17 of the agreement:

1. ASR Customer Service (CS Co-ordinator, CS Agent, SAE and LPP)
2. ASR Field Operations (Engineering and Work Scheduling)
3. ASR Materials Management (Central Stores and Accounts Payable)
4. ASR Finance (Accounts Receivable and Bank Reconciliation)
5. ASR Document Management (Records Management, Mail Room and Printing Services)
6. ASR Human Resources (Compensation, Payroll and Benefits)

All other ASR positions will be considered as separate classifications for the purposes of article 17 of the agreement and employees will have to demonstrate that they possess the necessary qualifications and ability before being entitled to bump into or be rehired for these positions. If employees have worked in other ASR positions besides their current position, they will be entitled to bump into former positions in the ASR classification in accordance with the terms of article 17 of the agreement.

Please signify your agreement as indicated below.

Yours truly,

Susan A. Currie
Director, Labour Relations

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

April 17, 2002

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

Dear Mr. Cole:

RE: Future Changes to Workers Compensation Legislation

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

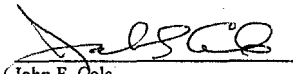
As this was an oversight, the Parties agreed to sign this letter of agreement to acknowledge that if there are changes to the Workers' Compensation Act subsequent to the signing of any of the new collective agreements, allowing additional top-up of benefits above the level set out today and/or reinstating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

Please signify your agreement as indicated below.

Yours truly,



Susan A. Currie
Director, Labour Relations



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

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

90



April 17, 2002

ÉnergieNB Power

P.O. Box 2000 / C.P. 2000
618 King Street / 615, rue King
Fredericton, NB
Canada E3B 4K1

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

Dear Mr. Cole:

RE: Distribution of Planned Overtime Work - Linetris, des

The Parties agree to the following principles for the equitable distribution of planned overtime work. Planned overtime is scheduled overtime work that is to be performed outside of a normal or alternative work day. Planned overtime does not include emergency work, trouble calls or reconnects, disconnects and such routine work that is performed as an extension to the work day and is normally assigned to employees who are on call.

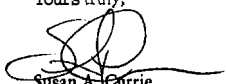
In the following planned overtime situations, priority will be given to the employees identified below before an employee from the planned overtime board is considered:

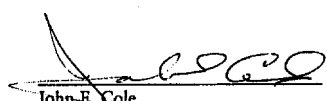
1. when overtime is required to complete an assignment which has been initiated by a crew, that crew will be given first preference for the overtime assignment;
2. when crews such as live line or TLM are required, the employees normally assigned to those crews will be given first preference;
3. when due to operational requirements there is a requirement for assistance for switching, the outlying CSR will be given first preference.

In other planned overtime situations, assignments will be made in accordance with the procedures set out for the planned overtime board in each Operating Centre.

Please signify your agreement as indicated below.

Yours truly,


Susan A. Carrie
 Director, Labour Relations


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



Énergie NB Power

May 27, 2002

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

Dear Mr. Cole:

RE: **Apprentice Power Line Technicians**

As indicated in our April 17, 2002 letter of agreement, power line technician apprentices are hired into a Customer Service/Transmission pool and will receive exposure during their apprenticeship in both business units. While the apprentices are hired as employees in the Customer Service bargaining unit, they will spend a significant part of their apprenticeship working in the Transmission bargaining unit. In accordance with article 17 of the collective agreement, linetrade employees (upon certification) are able to retain the seniority they achieve in both bargaining units.

The parties have agreed that the terms and conditions of work for apprentice Power Line Technicians should be the terms and conditions of work that apply in the bargaining unit in which they are working. As a result, upon ratification of the Transmission Operational Group collective agreement, when apprentice Power Line Technicians are assigned to the Transmission Bargaining Unit for their periods of work exposure, they will be subject to the terms and conditions of work that apply for linetrade employees in that bargaining unit.

Please signify your agreement as indicated below.

Yours truly,

Susan A. Currie
Director, Labour Relations

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



Energie NB Power

May 27, 2002

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

Dear Mr. Cole:

RE: Grand Manan and Deer Island

As a result of the unique circumstances on Deer Island and Grand Manan, the parties have agreed to the following to compensate the CSR on Deer Island and to provide replacement coverage for the Islands.

The CSR on Deer Island (Laurie Cline) is responsible at all times to respond to situations on the Island. As a result, notwithstanding article 10 of the collective agreement, he will receive 7 hours pay at his normal hourly rate each week for being "on call". As well, in addition to his vacation, we have agreed to provide a replacement for him for a maximum of 10 weekends per year.

In order to arrange for coverage on Deer Island and Grand Manan, the parties agree that replacements for employees will be paid as follows:

- employees required to stay overnight on either Island will be paid eight (8) hours at the prevailing overtime rate for Saturday, Sunday or a Statutory Holiday. This payment will cover any work done between 8:00 AM and 4:30 PM on these days, and no other payment will be made;
- employees will receive their normal hourly rate for coverage during their normal hours of work (i.e., Monday to Friday);
- on-call will be paid as per article 10 of the collective agreement and any call outs (other than those between 8:00 AM and 4:30 PM on Saturday, Sunday or a Statutory Holiday) will be paid as per the collective agreement;
- accommodation and meals will be paid as per Corporate policy.

Please signify your agreement as indicated below.

Yours truly,

Susan A. Currie
Director, Labour Relations

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

B

April 17, 2002

Énergie NB Power

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

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

Dear Mr. Cole:

RE: Provision of Clothing for Meter Readers

As per article 18.03 c) of the Collective Agreement, all meter readers will be provided with clothing for work as follows:

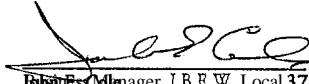
	2001-2002	2002-2003	2003-2004	2004-2005
Shirts				
T-Shirts	10	5	5	5
Golf shirts				
Turtleneck				
Sweat shirt				
Pants	4	2	2	2
Shorts	2	1	1	1
Fleece Vest	1		1	
Rain Suit	1			1
Winter Jacket	1			1
Hats	3	2	2	2

Please signify your agreement as indicated below.

Yours truly,



Susan A. Currie
Director, Labour Relations



John E. Cole, I.B.E.W., Local 37