

AGREEMENT

BETWEEN

NEW BRUNSWICK POWER CORPORATION

AND

LOCAL 37

OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

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

GENERATION NUCLEAR OPERATIONAL GROUP

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Énergie NB Power

Nucléaire Nuclear



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THIS AGREEMENT, made in duplicate this 10th day of October, 2002.

BETWEEN:

THE NEW BRUNSWICK POWER CORPORATION OF THE PROVINCE
OF NEW BRUNSWICK hereinafter called "THE EMPLOYER 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 Employer (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

SCOPE OF WORK

1.01 The Employer and Union recognize that the nuclear industry is subject to frequent technological and regulatory change, which necessitates significant adaptation by all parties. Further, we recognize that for the Station to be competitive, an environment conducive to continuous improvement must exist.

1.02 In order to ensure the success of the Station and create a safe and healthy work environment for employees, who are its most important asset, the Employer and the Union are committed to promoting a harmonious and open relationship.

1.03 In order to ensure the success and continued viability of the Station, the Employer and the Union agree that every employee, within the limits of their safety, knowledge and skill, will perform whatever work is required to support, operate and maintain the Station as directed by the Employer.

ARTICLE II

UNION RECOGNITION

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

2.02 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.

2.03 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.

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

2.05 The Employer 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.

2.06 The Union, its members, or its agents shall not conduct Union activities during working hours or on the Employer's premises except as otherwise provided in this agreement.

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

ARTICLE III

RIGHTS OF THE UNION

3.01 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.

3.02 Union Officials

3.02 a) Business Manager

The Business Manager, Assistants or Agents shall have access to Employer 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 Employer.

3.02 b) Shop Stewards

The Employer 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.

3.02 c) Union Negotiating Committee

The Employer 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 Employer 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 Employer 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.

3.02 d) Other Pay and Expenses

The Employer 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 Employer will allow Union executive

officers time off without pay to attend regularly scheduled Union executive meetings. The Employer further agrees to pay replacements up to a maximum of thirty (30) person days in total for any calendar year.

3.02 e) Union Officers

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

3.03 New Employees

New employees, coming within the scope of this agreement will be notified that a collective agreement is in effect. The Employer 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.

3.04 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 Employer will not be required to terminate employment.

ARTICLE IV

RIGHTS OF THE EMPLOYER

4.01 The Employer 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 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 Employer and the Union.

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

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

ARTICLE VI

NO STRIKE OR LOCKOUT

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

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 with or 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.

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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 Employer 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 in addition to the cost of living increases, the classification adjustments represent full compensation for the following issues: market pressures (i.e., recruitment and retention of qualified employees), elimination of paid time for changing into and out of "browns", elimination of paid time for turnover, elimination of payment or provision of overtime meals, extension of the 12 hour shift to 12.5 hours as the normal hours of work for full shift assignment with no change in the total number of paid normal hours in a year (i.e., 2080 hours), flexibility in hours and scope of work and all other changes to the collective agreement.

i) Effective December 31, 2000, new ranges will be created for the following classifications: occupational health nurse, office supervisor, public affairs officer, project accounting administrator, contract administrator and coordinator/administration. These ranges will be equivalent to the ranges for classifications in the former 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 (September 27, 2002), the following classification changes will be made and the new rates for these classifications are set out in Appendix "A":

- Power Plant Operator I and II and Senior Power Plant Operator (licensed) will be eliminated and replaced with Power Plant Operator, Senior Power Plant Operator and Control Room Operator respectively;
- Maintainer I and II classifications will be eliminated and replaced with the classification of Maintainer;
- Junior Health Physics and Radiation Control Assistants will be eliminated and combined with Health Physics and Radiation Control Assistants;
- Two new classifications will be established: Scientist/Engineer I – IV and Scientist/Engineer V, with a top step created by adding the adjustments set out in section (v) below to the ranges for Technical Specialist and Senior Technical Specialist respectively. For positions where the Employer determines that a degree in engineering or science is required, employees with the required qualifications may be reassigned to these classifications;
- Utility Maintainer classification will be eliminated and the functions combined with the Senior Service Maintainer, with the rate of the Utility Maintainer providing the base for compensation purposes.

iii) The following cost of living increases will be applicable to the top step in the range of all classifications in the former Technical Non-Supervisory bargaining unit and former non-union employees:

- January 1, 2001: 2.0 %
- January 1, 2002: 2.0 %

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

- October 1,2002: 2.0 %
- October 1,2003: 2.0 %
- October 1, 2004: 2.2 %
- October 1, 2005: 3.0 %
- October 1,2006: 3.0 %
- October 1,2007: 0.8 %

v) Classification adjustment: as a result of market issues and/or changes to the employee's terms and conditions of work, the following classifications will have their rates adjusted as below. The adjustments will be applicable to the top step in the range for the classification:

• Power Plant Operator	27-Sept-02	\$0.50
	01-Sept-03	\$0.50
• Sr. Power Plant Operator	27-Sept-02	\$2.00
	01-Sept-03	\$0.35
• Shift Supervisor	27-Sept-02	\$2.50
	01-Sept-03	\$1.21
• Control Room Operator	27-Sept-02	\$1.50
	01-Sept-03	\$0.67
• Fuel Handling Specialist	27-Sept-02	\$1.00
	01-Sept-03	\$1.00
	01-Sept-04	\$0.50
• Senior F/H Specialist	27-Sept-02	\$1.00
	01-Sept-03	\$1.00
	01-Sept-04	\$0.50
• Fuel Handling Supervisor	27-Sept-02	\$1.00
	01-Sept-03	\$1.00
	01-Sept-04	\$0.50
• Senior Security Guards	27-Sept-02	\$1.00
	01-Sept-03	\$0.50
• Scientist/Engineer I-IV	01-Sept-03	\$1.16
• Scientist/Engineer V	01-Sept-03	\$1.33
• Senior Technical Advisor	01-Sept-03	\$1.59
• Technical Advisor	01-Sept-03	\$1.45
• Technical Supervisor	01-Sept-03	\$1.45
• Shift Maintainers	date of signing	\$11.00 allowance/shift*

* allowance payable for all regular (not overtime) 12.5 hour shifts worked

vi) Classification adjustment: as a result of improvements in flexibility and efficiency for hours of work and scope of work, the following classifications will have their rates adjusted as below. The adjustments will be applicable to the top step in the range for the classification:

- 27-Sept-02 \$0.25 All Administrative Support Representatives

- 27-Sept-02 \$0.50 All other classifications

- 01-Sept-03 \$0.50 Former 2309 Technical Group Classifications; Shift Supervisors; Simulator Instructors; Foremen in Supply and Service Maintenance; and Supervisors in Chemistry, Electrical Maintenance, Field Operations, Fuel Handling, Health Physics Lab, Mechanical Maintenance, Radiation Control, Service Maintenance and Stores

- 01-Sept-03 \$0.25 All Administrative Support Representatives

- 01-Sept-04 \$0.50 Former 2309 Technical Group Classifications; Shift Supervisors; Simulator Instructors; Foremen in Supply and Service Maintenance; and Supervisors in Chemistry, Electrical Maintenance, Field Operations, Fuel Handling, Health Physics Lab, Mechanical Maintenance, Radiation Control. Service Maintenance and Stores

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 within the range of the new classification.

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 Employer 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 Employer's part in providing required courses, training or experience, and the employee subsequently meets Employer 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 Employer 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: senior power plant operator, administrative support representative II, III, IV or V, administrative analyst, business analyst, scientist/engineer V, technical advisor or a lead, senior or supervisory classification.

8.04 Relieving Pay

8.04 a) When as a result of a request by the Employer, an employee relieves in a higher paying non-supervisory position for a continuous period of eight (8) 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 Employer, an employee relieves in a higher paying supervisory position (not including lead or senior positions) for a continuous period of eight (8) 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) An employee will be considered to be relieving when the employee is required by the Employer to leave their normal work and fill a position (a) to which the incumbent is expected to return; (b) which has become vacant and is open for bid; or (c) which has been temporarily created. When an employee is absent or a position is vacant, there is no requirement for the Employer 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 substantially within the duties and responsibilities of their classification.

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

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

8.04 f) When an employee has been acting for more than one (1) continuous calendar year, the Employer will consult with the Union before deciding whether the employee should continue in the acting assignment or another employee should be given the opportunity to relieve in the position. If the employee continues to act in the position for more than one calendar year,

they will no longer receive the compensation set out in (a) or (b) above, but will be placed on a step in the range of that classification. That step will be the next highest step to the acting rate they were receiving (i.e., their base rate plus acting pay). However, an employee will not be permitted to receive more than the top step of the classification in which they are acting. If the employee continues to act in that position, they will proceed through the range of that position on the anniversary date of their acting assignment. When the acting assignment is completed, the employee's rate of pay will be immediately adjusted to their base rate in their normal classification.

8.05 Lead Hand Pay

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

ARTICLE IX

HOURS OF WORK

9.01 General

9.01 a) For all employees the normal 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.

For all non-shift assignment employees, the normal hours of work shall be eight (8) hours per day, Monday through Friday, with a one-half hour paid lunch break and a ten minute paid work break in the morning, resulting in a forty (40) hour week. For shift assignment employees, the normal hours of work will be those detailed in full shift, partial shift or non-shift assignment, or a combination of the above.

While employees may be reassigned by the Employer from non-shift assignment to shift assignment (and vice versa), changing hours of work by agreement, variance or schedule changes as outlined in the articles below, does not, by itself, change the status of an employee.

9.01 b) Master Work Schedule

A Master Work Schedule will be posted at the beginning of each calendar year detailing the intended normal hours of work for employees for that year. If the Master Work Schedule is to be changed, notice will be posted a minimum of twenty-five (25) calendar days in advance of such change. This notice period may be waived where it is necessary to replace regular shift crew complement. In such cases, premium rates shall be paid for regular shifts from Monday to Friday until seven (7) calendar days notice has elapsed. Regular shifts on Saturday or Sunday shall be paid at straight time plus one hour of extra pay at straight time for each hour worked until the twenty-five calendar days have elapsed.

9.02 Normal Hours – Non-Shift Assiunment

9.02 a) For all non-shift assignment employees, the normal hours of work shall be eight (8) hours per day, Monday through Friday, with a one-half hour paid lunch break and a ten minute paid work break in the morning, resulting in a forty (40) hour week. The workday will be 08:00 to 16:00 hrs, 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) The Employer may change the start time of non-shift employees in a department by up to one-half hour earlier than the normal start time (i.e., from 08:00 hrs to as early as 07:30 hrs) with 7 days written notice to affected employees. When such a change is made, the new hours of work will be the employee's "normal" hours of work. For the purposes of this article of the collective agreement, the mechanical, EI&C and service maintenance departments will be considered one department.

9.02 c) Most employees will not be expected to work in “browns” on a regular basis and will only work in “browns” when directed to do so by their supervisor. If a non-shift assignment employee is notified that they will be required to work in “browns” prior to the start of their next scheduled workday, they will change into browns before the start of their normal hours of work and out of browns after the end of their normal hours. Any time outside of normal hours of work required for changing into and out of browns will be unpaid time.

9.03 Normal Hours– Shift Assignments

The normal hours of work will be those detailed in full shift, partial shift or non-shift assignment, or a combination of the above. The Employer has the right as indicated below to re-assign certain groups of employees to different shift schedules and those hours will become their normal hours of work. It is understood that the terms and conditions of hours of work provided in this agreement are subject to CNSC review and approval.

9.03 a) Full Shift Assignment

i) The normal workday shall be 12.5 hours when “on shift” and 8 hours when “off shift” and the normal schedule shall consist of a forty-two (42) day cycle as per the following example:

	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
WEEKS							
One	X	D	D	D	X	X	N
Two	N	N	N	X	X	X	X
Three	X	X	X	X*	D	D	D
Four	D	X	X	N	N	N	X
Five	X	X*	X	X	X	X*	X
Six	X	O	O	O	O	O	X

* indicates all overtime at double time rate

Both Parties recognize that an exchange of information is required on shift turnover and that the time required for this exchange of information does not qualify for payment and is expected to take place during the overlap provided by the 12.5 hour shift.

ii) The hours of work shall be:

- 07:30 hours to 20:00 hours, designated as day shift (D); and,
- 19:30 hours to 08:00 hours, designated as night shift (N); and,
- 08:00 hours to 16:00 hours with a 30-minute paid lunch break when designated as shift (O). Normal hours for the “O” week may also include 12.5 hour shifts as per section iii) below

***Note:** These hours may be changed by mutual agreement as per article 9.06

iii) The Master Work Schedule for each year will include each shift worker's scheduled workdays and shifts for each “O” week. The hours of work that may be scheduled for a shift worker during their “O” week shall include one of the following:

- Monday to Friday – five (5) eight (8) hour shifts following non-shift assignment hours; or,
- Three (3) twelve and one-half (12.5) hour day shifts scheduled consecutively on or between Monday and Thursday for which the employee will be paid forty (40) hours; or
- Three (3) twelve and one-half (12.5) hour night shifts scheduled consecutively on or between Tuesday and Friday for which the employee will be paid forty (40) hours.

However, during one of the six week cycles in July and August, each shift worker will be scheduled to work five (5) days following non-shift assignment hours, Monday to Friday. During this period, they may only be varied to three 12.5 hour shifts (as described above), if the Employer has not been able to meet overtime requirements from crews who are on time off. If an employee is scheduled to work on a statutory holiday during their “O” week, they will either be given the day off with eight (8) hours pay at their normal hourly rate or they may be required to work their scheduled hours. If an employee who was scheduled to work a 12.5 hour shift on a statutory holiday is given the time off, they will be required to use banked time, vacation or unpaid time to cover the additional 4.5 scheduled hours. If an employee is scheduled to work on a statutory holiday during their “O” week, the scheduled hours (8 or 12.5) worked will be paid at double their normal hourly rate and in addition they will receive eight (8) hours pay at their normal hourly rate.

When employees are varied during the sixth week of their schedule (“O” week), the Employer will provide 10 days notice and the employee will be paid their normal hourly rate. If 10 days notice is not provided, the first shift of the three days that are varied will be paid at overtime rates. If the variance is to a day shift, the rate will be time and one half the employee’s normal rate and if it is to a night shift, it will be double the employee’s normal hourly rate. The remainder of the variance will be paid at the employee’s normal hourly rate. No notice will be required when a variance is due to an unplanned unit outage. During the other five weeks in their schedule and for an unplanned unit outage at any time, normal variance rules will apply.

Individuals requesting banked time off during their “O” week will follow the normal rules for banked time as per article 10 of the agreement.

iv) When an employee is absent due to banked time off, response team leave or vacation, they will record their absence as 12 hours, not 12.5 hours for the purpose of recording the absence and removing the time from their bank or vacation entitlement.

v) The Employer may change the start time of employees on full shift assignment by up to one hour (i.e., within a window between 07:00 and 08:00 hrs or 19:00 and 20:00 hrs) with 25 days written notice to affected employees. When this change in start time is made, the new hours of work will be the employee’s “normal” hours of work.

vi) Double time rate shall be paid for all overtime worked on the days indicated by (*) as illustrated above. All other overtime worked between 07:30 hours and 22:00 hrs Monday through Friday shall be paid at time and one-half. However, when the start time of the shift is changed as in (v) above, the window for time and one-half vs. double time overtime will change as well. For example, if the start time is changed to 07:00 hrs, overtime will be paid at time and one-half for all overtime hours worked between 07:00 hrs and 21:30 hrs and double time will be paid for all overtime hours worked between 21:30 hrs and 07:00 hrs.

vii) If an employee is sick during their entire period of nine (9) consecutive days off, so that the vacation credits built into the shift cannot be used, then they will be credited with ten (10) hours of vacation.

viii) There is currently no requirement to establish an "on call" roster for employees in operations and it is not expected that there will be a requirement for one in the foreseeable future. However, if an "on call" roster is required in order to maintain and ensure a continuous operation, an "on call" roster will be established. If an "on call" roster is established to provide coverage for absenteeism, there will be no compensation or premium payable. If an "on call" roster is established for any other reason, then employees placed on the roster will be compensated as per article 10.08 of the agreement.

ix) When an employee is entitled to leave for jury or witness duty, they will be paid for the number of normal hours they were scheduled to work on those days.

x) When an employee is entitled to bereavement leave, their normal scheduled hours of work will be paid for all of the consecutive days allowed which fall on scheduled work days.

xi) Payment for sick leave and hours recorded for sick leave will be based on the normal hours of work scheduled for that shift.

xii) Employees who work on Christmas day, as part of their regular shift cycle shall receive extra pay at straight time rate for all hours worked within the 24 hours of December 25". This article of the agreement will also apply to employees who voluntarily trade shifts with an employee scheduled to work on Christmas day. However, it will not apply to employees scheduled or called in to work overtime on Christmas day or to any hours worked that are paid at overtime rates.

xiii) A shift differential of \$ 1.33 will be paid for all normal hours worked on night shifts.

xiv) On the day of a federal, provincial or municipal election, the Employer, Union and employees will attempt to maintain the twelve and one-half hour shift schedule in effect, without additional cost to the Employer. For example, day

crew employees taking advantage of advance polls. If necessary, the twelve and one-half hour schedule will be temporarily suspended and employees will revert to an eight-hour day schedule. Such reassignment will not be considered as a variance to the Master Work schedule.

xv) Except for the changes as identified in this article, all other provisions of the Collective Agreement will remain unchanged on the understanding that their application would not result in any appreciable increase in cost to NB Power as a result of the incorporation of the 42 day cycle into the collective agreement.

xvi) This schedule may be canceled immediately by the Employer, should either the safe operation of the plant or public safety be adversely affected. If this schedule is canceled by the Employer, the former "Full-Shift Assignment" (i.e., 25 day cycle), as set out in article 9.40 (b) of the Collective Agreement in effect from December 4, 1992 to September 30, 1995 will apply. Discussions will be held between the parties to the Agreement to establish a new "Full-Shift Assignment".

9.03 b) Training for Employees on Full Shift Assignment

i) The Employer may implement a 42-day "Block Release" as one method of scheduling training. Where the scheduled training is shorter than a 42-day period, other work or training may be assigned for the remainder of the period. The 42-day "Block Release" will always commence at the normal start time for the night shift beginning on Sunday night. Time balance will be suspended on the last day of full shift assignment and be re-established on the first day of return to full shift assignment.

ii) When an employee on full shift assignment is re-assigned to "Block Release", they will be entitled to additional vacation entitlement which will be calculated on a pro rata basis.

iii) With the exception of "Licensing Training" and training for new employees, there will normally be no "Block Release" scheduled during the 8 week period in July and August. Training during the two-week period of Christmas/New Years is also often suspended. In those cases, employees on "Block Release" may be re-assigned on non-shift assignment to their respective shops for other work. Requests for vacation or banked time off may also be granted during this period.

iv) Training will normally be completed in the five off shift days of each cycle (i.e., week six). In cases where the training required does not use all the time available, other work will be assigned within their respective departments. Hours of work for this period in the schedule will be non-shift assignment hours for the site and statutory holidays, as defined in the collective agreement are non-worked days. Vacation is accumulated as a non-shift assignment employee for these periods. Since the 42 day cycle averages 8.7 "off shift" assignments per year, 20 hours of vacation will be accumulated for use by an employee with greater than six months of service as only 100 hours of vacation will be incorporated into the yearly shift schedule.

v) Training may on occasion be given on a 12.5 hour basis to avoid having employees owing time (generally applicable to 1 or 2 day courses). If the training consists of an 8 hour period, other work will be assigned for the remaining 4.5 hours.

vi) On occasion it will be necessary to provide remedial training to employees and/or provide training missed on the regular training schedule due to vacation, sickness or other personal reasons. In that case, week two, three or four of the schedule may be converted from 37.5 hours of shift work to 37.5 hours of non-shift work to complete this remedial or missed training. In the case of week 4, the converted week is the time period beginning Monday of week 4 and the 6 days following. Notification for this change is as per section 9.05 of the collective agreement. In cases where this training does not use all the time available, other work or training may be assigned to fill the available time. Requested vacation or banked time may be granted during this period.

9.04 Normal Hours of Work – Other Classifications

9.04 a) Fuel Handling Department

j) For employees in the fuel handling department, current hours of work are a combination of 8 and 12 hour shifts totaling 80 hours in a pay period.

	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
WEEKS							
One	X	12	8	8	8	8	X
Two	X	X	12	12	12	X	X

ii) The Employer has the right to implement changes to the hours of work as identified below. When a new schedule of hours of work is implemented, they shall be the employee's normal hours of work.

iii) The schedule may provide coverage seven (7) days per week between 06:00 hrs and 24:00 hrs, using 8, 10 or 12 hour shifts as an employee's normal hours of work with no overtime premium. There will be no split shifts in the schedule. Normal rules for variance will apply.

iv) Over three pay periods, the schedule will provide for an average of 80 hours per pay period at an employee's normal hourly rate (i.e., 240 "normal" hours will be balanced over three pay periods). Days off will be scheduled consecutively with a minimum of 2 days off between scheduled shifts. In each period of six weeks, three scheduled days off will be designated in the schedule as "double time" days for the purposes of compensating for overtime worked on those days. All other overtime hours worked will be paid as per article 10.06 (b) of the agreement.

v) The Employer will establish the specific shift schedule after consultation with the employees and their Union representatives. A schedule will be established for a six-month period with 25 days notice to employees.

9.04 b) Security Department

i) For employees in the security department, current hours of work are as follows: employees are working on either non-shift assignment or full shift assignment (35 day cycle).

ii) The Employer has the right to implement changes to the hours of work as identified below. When a new schedule of hours of work is implemented, they shall be the employee's normal hours of work.

iii) For employees assigned to a full shift schedule, the schedule may provide coverage seven (7) days per week, twenty four (24) hours per day, using 8, 10 or 12.5 hour shifts as an employee's normal hours of work with no overtime premium. There will be no split shifts in the schedule. Normal rules for variance will apply. For employees assigned to a full shift schedule, the schedule will be made up of a 42, 35 or 28 day cycle. The 42, 35 and 28 day cycles will be the cycles which are either currently in use at the Station or have been used in the past :

- the 42 day cycle is set out in article 9.03 above
- the 35 day cycle as per the letter of agreement attached in Appendix "G"
- the 28 day cycle will be the schedule previously used in the Security department. That schedule averaged 42 hours per week (based on 12 hours per day) and provided for a continuous shift of 2 days/2 nights/4 off. Schedule repeats itself after 56 days resulting in 14 day shifts, 14 night shifts, 28 days off (includes 3 full weekends and 2 partial weekends off). That schedule will be adjusted to incorporate 12.5 hours per shift as the normal hours of work and to ensure that no more than 2080 hours in a year will be paid at normal hourly rates.

iv) For employees assigned to a non-shift schedule, the schedule may provide coverage between 06:00 hrs and 19:00 hrs, Monday to Friday, using 8, 10 or 12 hour shifts. There will be no split shifts in the schedule. Normal rules for variance will apply.

v) The Employer will establish the specific shift schedule after consultation with the employees and their Union representatives. A schedule will be established for a six-month period with 25 days notice to employees.

9.04 c) Supply, Laundry and Cleaning Department

i) For employees in the supply, laundry and cleaning department, current hours of work are as follows: employees are working on either non-shift assignment, full or partial shift assignment. For partial shift assignment, the normal workday is eight (8) hours and the schedule consists of alternate weeks of 08:00 to 16:00 hrs and 16:00 to 24:00 hrs, Monday through Friday.

ii) The Employer has the right to implement changes to the hours of work as identified below. When a new schedule of hours of work is implemented, they shall be the employee's normal hours of work.

iii) The schedule may provide coverage seven (7) days per week between 08:00 hrs and 24:00 hrs, using 8, 10 or 12 hour shifts as an employee's normal hours of work with no overtime premium. Hours between 24:00 and 08:00 may be covered on an on-call basis. The schedule will average 40 normal hours per week with a 4 days on, 3 days off schedule. There will be no split shifts in the schedule. Normal rules for variance will apply.

iv) For overtime coverage on an employee's days off, the overtime days will be designated in the schedule as follows: one day will be paid at time and one-half the employee's normal hourly rate and two days will be paid at double the employee's normal hourly rate. The two days for which an employee would be paid double time will be consecutive days and one of the days will be a weekend day.

v) Vacation will be calculated as for non-shift assignment employees. For banked time off, notwithstanding article 10.05, approved bank time off will be calculated at straight time rates Monday to Friday and at replacement rates on Saturday and Sunday. For Statutory Holidays, if the employee is scheduled to work, they will receive the day off and 8 hours pay at straight time rates. If the employee is not scheduled to work, they will receive the day off and 8 hours pay at straight time rates on their next scheduled workday.

vi) The Employer will establish the specific shift schedule after consultation with the employees and their Union representatives. A schedule will be established for a six-month period with 25 days notice to employees

9.05 Variance From the Master Work Schedule

i) Individual employees or groups of employees may be displaced from their position on the master work schedule and reassigned to work other hours. The Employer may only vary the employee's normal hours of work as scheduled for each day or shift (for example, if an employee is scheduled for 8 normal hours, only 8 hours of work may be varied). For employees who work a partial shift

schedule that is made up of a combination of hours (i.e., 8s and 12s, etc), the Employer can vary the employee's normal hours of work as scheduled for each day or shift, or vary their hours of work to a schedule that is made up of 8 varied hours per day or shift. Subject to the notice provisions below, the employee will be paid their normal hourly rate for the varied hours. Any additional hours for a varied day or shift will be overtime and paid at the prevailing overtime rate.

Such reassignment shall be on one or more of the following shifts. However, the Employer has the right to adjust the start times for these shifts to begin up to two hours before or two hours after the start times indicated below without any overtime penalty or notice other than that contained in sections (ii) or (iii) below:

- 00:00 to 08:00 hrs – Monday through Friday
- 08:00 to 16:00 hrs – Monday through Friday
- 16:00 to 24:00 hrs – Monday through Friday
- 08:00 to 20:00 hrs – Monday through Friday
- 20:00 to 08:00 hrs – Monday through Friday
- 07:30 to 20:00 hrs – Monday through Friday
- 19:30 to 08:00 hrs – Monday through Friday

ii) When reassignment is as a result of commissioning, planned work or training, the reassigned hours of work shall become their normal hours of work and no premium will be paid providing seven (7) calendar days written notice has been given. If seven (7) calendar days written notice is not given, prevailing overtime rates will apply until seven (7) calendar days have expired following notification. However, once the seven (7) calendar days of notice (or overtime in lieu of that notice) has been given, further notice (or overtime in lieu) will not be required if work that forms part of the commissioning, planned work or training for which the notice was given, is rescheduled. The rescheduling of such work does not transform it into "unplanned" work for the purposes of the notice required under section iii) below.

iii) When reassignment is as a result of unplanned work, or to cover unplanned absences the reassigned hours of work shall become their normal hours of work and no premium will be paid providing fifty-six (56) hours written notice has been given. If fifty-six (56) hours written notice is not given, prevailing

overtime rates will apply until fifty-six (56) hours have expired following written notification.

iv) Notwithstanding the shift schedules noted in i) above, a shift assignment employee may be reassigned on Saturday and/or Sunday during their normal work cycle. In such cases, the affected employee will receive 1 hour of pay at straight time for each hour worked in addition to their regular pay. This provides a 48.5 hour period on the weekend where a variance from the master schedule results in an adjustment of 1 extra hour of pay for each regular hour worked. When normally working the 12.5 hour shift schedule, crews are scheduled for Shift 1 (N) or Shift 2 (D) on Saturday and Sunday. This article will be applied to these weekend shifts from the start of the #1 shift Saturday (19:30 hr. Friday) until the end of the #2 shift Sunday (20:00 hr. Sunday), a weekend period of 48.5 hours.

v) Employees going from their place on the Master Work Schedule to reassigned hours or returning from the reassigned hours to their place on the Master Work Schedule will be allowed a minimum of eight hours off and where practical ten hours off, between work assignments with no deduction from regular pay. Where the additional 2 hours time off is not granted, a premium of up to 2 hours at straight time will be paid.

vi) Notwithstanding sections (ii) and (iii) above, employees in classifications that were formerly in the Operational Supervisory or Scientific & Professional bargaining units and any future supervisory classifications, will be compensated for any variance from the master work schedule as per the following. The Employer may re-assign employees to other hours of work and they will become the employee's normal hours of work. The Employer may only vary the employee's normal hours of work as scheduled for each day or shift (for example, if an employee is scheduled for 8 normal hours, only 8 hours of work may be varied). Subject to the notice provisions below, the employee will be paid their normal hourly rate for the varied hours. Any additional hours for a varied day or shift will be overtime and paid at the prevailing overtime rate. Every effort shall be made to ensure notification 7 days in advance of the change in normal working hours. If despite these efforts, 2 days notice is not possible then the employee will receive "short notice" payment at the prevailing overtime rate until the 2 days have elapsed.

9.06 Alternative Hours of Work

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

9.06 a) Agreements between the Employer 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 become the employee's normal hours of work; or,

9.06 b) Local Agreements for Non-Shift Assignment Employees

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

- i) Where the agreement is for a regular schedule of altered hours, the hours of work will be confirmed in a letter of agreement which will contain a provision allowing local management, the individual or the group of employees (by majority vote) to revert to normal hours as defined in the collective agreement with thirty (30) days notice;
- ii) The normal hours in a day may be extended to twelve (12) hours before overtime premiums (at prevailing overtime rates) apply to those hours in excess of twelve hours. When hours of work are altered, the provisions of article 9.07 do not apply and shift differential will not be paid;
- iii) An employee who has completed their normal work week (i.e., 40 hours, excluding hours paid at overtime rates), will leave work or, if directed to continue working, will be paid prevailing overtime rates for the remainder of the time worked in that week;

iv) Where the agreement is for a schedule that may change from week to week, the process for scheduling hours of work will be as per section (v) below and will be confirmed in a letter of agreement which will contain a provision allowing local management, the individual or the employees in the group (by majority vote) to revert to normal hours as defined in the collective agreement with thirty (30) days notice;

v) Local management may, by notice to the employees no later than noon on the Thursday prior to the week in question, alter the normal hours of work within the limits of the work week (i.e., excluding Saturdays, Sundays and Statutory Holidays) in accordance with sections (ii) and (iii) above;

9.07 Shift Differential

9.07 a) The appropriate shift differential shall be paid for normal hours of work that fall within the time periods set out in (b) and (c) below. Shift differential will not be paid for overtime work or for hours paid at overtime rates.

9.07 b) The shift differential rates for employees who are not on full shift assignment will be as follows:

- i) between 16:00 hrs and 24:00 hrs = \$0.95 per hour
- ii) between 24:00 hrs and 08:00 hrs = \$1.05 per hour

However, when the start time for the normal workday is adjusted as per article 9.02 b), shift differential will not be paid for the half-hour between 07:30 and 08:00 hrs.

9.07 c) The shift differential rates for employees who are on full shift assignment will be as follows:

- i) for all normal hours worked on a night shift = \$1.33 per hour

9.08 Work Breaks

9.08 a) During normal hours of work, employees shall be entitled to a ten (10) minute paid work break in the first half of each scheduled work day and a one-half hour paid meal break near the middle of the work day, at a time designated by the Employer.

9.08 b) When an employee is working overtime, they will not be entitled to any compensation for meals. However, they will be entitled to the following paid breaks:

i) during extension overtime, when overtime work exceeds two hours an employee may take a twenty (20) minute meal break. When the overtime work can reasonably be expected to exceed two hours, the break may be advanced to the conclusion of the normal workday. When overtime work exceeds four hours (not including the above twenty minute meal break) the employee may take a ten (10) minute work break, if the work will be continuing;

ii) during call out or scheduled overtime, when overtime work exceeds four hours an employee may take a twenty (20) minute meal break. When overtime work exceeds six hours (not including the above twenty minute meal break) the employee may take a ten (10) minute work break, if the work will be continuing.

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 and is paid at prevailing overtime rates.

10.02 c) Scheduled Overtime means 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 treated as Call-Out Overtime, except in the following circumstances. These notice provisions will not apply for overtime work for a shift assignment employee covering absenteeism (i.e., sick leave, vacation, banked time off, etc.), where notice given is contingent on notice received. Overtime work performed by a shift assignment employee to replace an absent employee shall be defined as Scheduled Overtime irrespective of notice given. Scheduled overtime will be paid at prevailing overtime rates.

10.02 d) 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.

10.03 Minimum Period of Overtime and Cancellation of Overtime

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

10.03 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 Period of Rest

10.04 a) Under the circumstances identified below, a non-shift assignment worker who is required to work overtime between 23:00 hours and the scheduled start time for their normal work day, if they are scheduled to work on the same day, shall be entitled to a period of rest without loss of regular pay under the following circumstances:

- i) A minimum of three (3) overtime hours worked between 23:00 hrs and 04:00 hrs – off until 12:30 hrs the same day.
- ii) For one (1) or more call-outs between 23:00 hrs and 04:00 hrs – off until 12:30 hrs the same day. If additional call-outs occur after 04:00 hrs – off until the end of their normal scheduled work day the same day.
- iii) A minimum of five (5) hours worked between 23:00 hrs and their normal start time for that scheduled work day – off until the end of their normal scheduled work day the same day.

10.04 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 employee's supervisor is not available, notification may be made through the Station Shift Supervisor.

10.05 Banking of Overtime

10.05 a) An employee may elect not to receive pay for overtime worked (including on call pay) and have such overtime hours credited, at premium rates, to a bank for later time off (e.g., employee works eight (8) hours at time and one-

half – credit in bank is twelve (12) hours – time off entitlement is twelve (12) hours). Alternatively an employee 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 Employer.

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

10.05 c) Except as in (b) above, the employee and their 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.

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

10.05 e) When time off for employees on full shift assignment requires replacement at overtime rates, time off will only be granted if the employee reimburses such time off at replacement value.

10.05 f) In the case of non-shift assignment workers, 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.

10.05 g) Unused banked time credits at year end will be canceled by payment or transferred to an RRSP.

10.06 Overtime Rates

10.06 a) Non-Shift Assiunment

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

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

10.06 b) Shift Assianment

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

- i) Monday through Friday between 07:30 and 22:00 hrs - time and one half
- ii) Monday through Friday between 22:00 and 07:30 hrs - double time
- iii) Saturday, Sunday - double time
- iv) Statutory Holiday - double time in addition to normal day's pay
- v) Call Out - double time
- vi) Double time days as indicated in the shift schedule - double time
- vii) When the Employer exercises its right to change the start time of a shift as per article 9 of the agreement, the time set out in sections (i) and (ii) above will change as well. If the "normal" start time for a shift is changed by half an hour, the window for time and one-half and double time will change by half an hour as well. For example, if the normal start time is changed to 07:00 hours, then overtime worked between 07:00 and 21:30 will be paid at time and one-half and overtime worked between 21:30 and 07:00 will be paid at double time.

10.07 Application of Call-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.

iii) An employee who 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.

10.08 On Call

The Employer 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 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 Employer requests that a supervisory employee stand-by during non-working hours to make themselves immediately available to come into work, instead of the compensation set out in section (a) above, they will be compensated at the rate of two (2) hours pay at straight time for each 24 hour period that the employee is required to stand-by.

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".

10.09 Special Allowance

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

10.10 Radiation Protection Training (RPT) Allowance

Employees required by the Employer to qualify to the advanced level of RPT (currently referred to as the "green" level) shall receive \$200.00 upon initial qualification and on subsequent re-qualification provided the employee successfully re-qualifies on their first attempt. Anyone failing to re-qualify on the first attempt will be required to re-qualify, but will be ineligible for the \$200.00 for that particular re-qualification. It is understood that, except in the case of probationary employees, no employee shall suffer loss of employment during the life of this agreement solely due to failure to attain qualification to the advanced level of RPT. Any qualified employee may be asked to serve as a Protection Assistant and no premium is payable for working in this capacity.

ARTICLE XI

LABOUR MANAGEMENT COMMITTEES

11.01 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.

11.02 The parties agree to establish a local labour management committee, which will include members of the Union leadership who are employees at Point Lepreau and members of local management. The purpose of the committee is to address matters of mutual concern and to enhance communication between labour and management at the Station.

ARTICLE XII

TRAVEL ALLOWANCE

12.01 Travel Time, Meals and use of Private Cars

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

i) Compensation will be paid on a "per trip" basis using the following formula, where "Q" is a fixed rate for the use of an employee's vehicle and "Z" is a fixed rate to compensate for an employee's time when travel takes place outside of an employee's normal or altered hours of work: $\text{compensation} = (Q + Z) \times \text{KM}$.

ii) The fixed rate for the components of the formula are:

"Q" = the rate per KM set out in Corporate policy (as may be amended during the term of this agreement, rate at date of signing the agreement was \$0.27), and

"Z" = \$0.25

12.01 b) For the purposes of calculating such Compensation, the following considerations apply:

i) Distances are measured from headquarters to work site, work site to work site or accommodations to work site when an employee is required to stay overnight in accordance with the Employer's policies on travel and accommodation;

ii) When an employee is staying overnight in accordance with the Employer's policies on travel and accommodation, the component for the employee's travel time is not paid unless the distance from the accommodations to the work site exceeds 50 km and will only be paid for the distance in excess of 50 km;

iii) The time at which an employee is to report to a work site shall be at the discretion of the Employer;

iv) Employees will require prior approval from their supervisors in order to use their personal vehicles for travel and this component of the travel allowance will only be paid to the driver of the vehicle;

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

1) an employee is required to stay overnight and is covered by the provisions for meals (if any) in the Employer's travel and accommodation policies. At date of signing of this agreement, compensation for meals was: breakfast \$6.50, lunch \$10.75 and dinner \$14.50; or

2) an employee is traveling outside of the Fredericton/Saint John/Point Lepreau area and the distance between their headquarters and the work site is in excess of 150 km.

vi) Compensation will be calculated on a "trip by trip" basis, where "trip" is defined as movement in one direction, between two work locations, or between overnight accommodations and a work location.

vii) When an employee is required to travel by air outside of normal working hours, they will be paid for a maximum of six (6) hours at straight time per round trip, or the actual number of hours traveled, whichever is **less**.

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.

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 appointments 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>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 the 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 (for example, see 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 Employer 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 Employer 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 currently in effect or an equivalent plan, unless changed by mutual agreement by the parties to the agreement.

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 Employer 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 Employer.

The Employer 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 Employer. 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 Employer shall grant to an employee a leave of absence without pay of up to five consecutive calendar days on the death of a person in a close family relationship with the employee to be taken during the period of bereavement and is to begin no 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 Employer on behalf of the employee. The employee will reimburse these premiums to the Employer 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 (SUB) 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 Employer.

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 Employer 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 Employer 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 of Absence

Employees may request an unpaid leave of absence to pursue further education. **All** such requests will be considered on their own merits with decisions as to approval or denial being at the sole discretion of the Employer.

13.12 Leave for Family Related Responsibilities

13.12 a) In accordance with the Employment Standards Act, the Employer 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 Employer 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.

13.12 b) Family Leave –Administrative Support Employees

In addition to the benefits provided in a) above, the Employer 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

The Employer agrees to continue to provide the ENERflex program or an equivalent program, unless changed by mutual agreement of the parties to the agreement. 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 Employer's contribution will only continue for the period of intended employment and in no case longer than one month. The absence of an employee who is receiving Compensation Benefits under the Worker's Compensation Act shall not be charged against the employee's sick leave credits or vacation credits.

14.03 Pension

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

14.04 Retirement Allowance

14.04 a) When an employee having continuous service of five years or more retires due to disability or age, the Employer 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 Employer requires an employee to maintain a trade, technical or professional certification, the Employer will reimburse the employee for any such renewal fees. Where the Employer 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 of shift workers, who will be paid as per Article IX of the collective agreement.

ARTICLE XVI

VACATION

16.01 a) Entitlement for Employees

Effective January 1, 2003, all employees shall receive the following annual vacation with pay after reaching the level of service shown below. For 2002, employees will receive the entitlements set out in their former collective agreements. The week or day referred to below is the normal work day or week for the employee (i.e., 8 hours per day resulting in a 40 hour week). Employees working alternative hours of work will have to make the appropriate adjustment (i.e., an employee working a 40 hour week in four, 10 hour days, will need a full week of vacation to cover a four day absence).

Service

Vacation

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

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

16.02 Vacation Carryover

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

ARTICLE XVII

SERVICE AND SENIORITY

17.01 a) Service

i) length of employment since the date of last hire by NB Power shall be known as service;

ii) in accordance with corporate policy (which may be amended from time to time), for the purpose of determining vacation and benefits only, an employee's service may be adjusted by the inclusion of service brought with the employee when they have continuous service with the NB Provincial government or when service is bridged (i.e., at the time of signing the agreement, an employee who ceases to be employed by the Employer and returns to employment at a future date, may bridge their service after they have completed five continuous years of reemployment with the Employer).

17.01 b) Seniority

Seniority will be calculated as all continuous employment since the date of last hire by NB Power (including time bridged as per article 17.02) in one or more classifications that are now included in the Generation Nuclear bargaining unit. When a tradesperson becomes certified in a trade, the minimum time served in NB Power's apprenticeship program will be included in calculating the employee's seniority.

17.01 c) Records

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

17.01 d) Temporary Employees

Temporary employees shall have no seniority rights outside their plant, headquarters or immediate work area. 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 their actual time employed.

17.02 Retention of Barnainina Unit Seniority

17.02 a) Employees who transfer out of the Generation Nuclear 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 Generation Nuclear bargaining unit.

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

17.03 Layoff of Regular Employees

17.03 a) Layoff Procedure –former Technical Non-Supervisory Group

When the Employer lays off a regular employee in a family of classifications, the following rules shall apply:

- i) selection for layoff will be based on service. The employee in that family of classifications with the least service shall be given notice of lay off and will be laid off;
- ii) the families of classifications are listed below. Individuals who are in senior maintainer, senior assistant, alternate supervisor, material specialist or component specialist classifications, who have service in a classification in one of the families listed below, will be included in that family. For example, an employee in the material specialist classification who has service as a mechanical maintainer will be included in the mechanical maintainer family. The families of classifications are:

1. Chemical Maintainer
Health Physics Assistant
2. Cleaner
Service Maintainer
3. Supply Maintainer
4. Fuel Handling Specialist
5. Mechanical Maintainer
6. EI&C Maintainer
7. Civil Maintainer
8. Technician/Technical Assistant Conventional – Mechanical
9. Technician/Technical Assistant Conventional – Civil
10. Technician/Technical Assistant Conventional – EI&C
11. Technical Assistant – Nuclear
12. Power Plant Operator
Control Room Operator
13. Radiation Control Assistant
14. Security Guard
15. Training Officer

iii) as a result of employees being laid off, the Employer may reorganize the work done by employees in these families of classifications, which may result in employees being reassigned to lower rated classifications. Where an employee is reassigned to a lower rated classification, such re-assignment will **be** based on service and their compensation will be adjusted in accordance with article 8.02

17.03 b) Layoff Procedure – former Non-Union, Operational Supervisory and Scientific and Professional Groups

When the Employer lays off a regular employee in a classification that was formerly Non-Union or part of the Operational Supervisory or Scientific and Professional Group, the following rules shall apply:

i) selection for layoff will be made based on ability and qualifications in that classification:

ii) where qualifications and ability are equal, service shall determine selection for layoff. The employee with the least service shall be given notice of lay off and will be laid off.

17.03 c) Layoff Procedure –former Administrative Support Group

When the Employer lays off a regular employee in a classification that was formerly part of the Administrative Support Representative Group, the following rules shall apply:

i) the ASR II, III, IV and V classifications will be considered one “classification” for the purpose of selection for layoff:

ii) selection for layoff will be based on service. The employee in that “classification” with the least service will be given notice of lay off and will be laid off;

iii) casual and temporary employees in ASR classifications will be released from employment prior to regular employees in ASR classifications being laid off;

iv) as a result of employees being laid off, the Employer may reorganize the work done by employees in ASR classifications, which may result in employees being reassigned to lower rated classifications. Where an employee is reassigned to a lower rated classification, such re-assignment will be based on service and their compensation will be adjusted in accordance with article 8.02 (b).

17.04 Rehiring

When the Employer is hiring employees for the Generation Nuclear 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 Employer in writing of their desire to be recalled and have kept the Employer informed of any change of address;
- iv) such employees have the necessary qualifications;
- v) 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 Employer, 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 Employer, pay in lieu of such notice.

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

17.06 a) 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).

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

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

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

17.07 Internal Competitions

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

- i) The details of the competition will be posted and will remain open for a minimum of fifteen (15) days and will indicate:
- job classification
 - qualifications required, including equivalency, if any
 - the position analysis shall be attached to each job bid
 - location
 - whether the competition may be used to fill more than one position
 - whether the competition may be used to fill future opportunities and, if so, the period of time for which the competition will be valid
 - such other information as the Employer deems pertinent
- ii) A copy of the competition 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.

17.07 c) Relocation costs, if applicable, will be in accordance with corporate policy (as may be amended from time to time). Employees who are bidding for location where no promotion results will be required to pay the costs of relocation.

17.07 d) Every effort shall be made by the Employer to advise employees who shall not receive an interview, prior to completing the interview process. 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 Employer and to their local management.

17.07 f) When an Administrative Support Representative position, within the scope of this agreement, is open for competition, the Union is entitled to have one (1) member of the bargaining unit on the interview team. Selection of members of interview teams, including the bargaining unit representative, rests solely with the Employer.

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.

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 Radiation Limits

Should an employee at the Point Lepreau Generating Station exceed CNSC or NB Power radiological limits, it will be necessary to exclude that employee from certain work locations. In such cases, every reasonable effort will be made to provide productive employment at the Station. If a transfer to another location is necessary, every reasonable effort will be made to provide productive employment in the Saint John area. Where such reassignment takes place, the employee shall suffer no reduction in salary for the duration of this agreement.

The above noted provisions do not apply:

- i) where the employee exceeds radiological limits as a result of their own willful negligence, or
- ii) beyond the time where CNSC or NB Power regulations would permit the employee to return to their former position.

18.04 Clothing and Footwear

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

18.04 b) The Employer will provide reasonable replacement of an employee's clothing when such clothing is contaminated in the course of performing their normal duties.

18.05 Emergency Response Team

18.05 a) The following compensation will be provided to employees who participate as a member of the Emergency Response Team at Point Lepreau:

i) Personnel qualified as response team fire fighters, may choose one of the following forms of compensation:

- a lump sum payment of \$800.00; or,
- 40 hours responseteam leave.

Qualification as a response team fire fighter requires the employee to successfully complete the medical, SCBA fit test and subsequent fire fighter training.

18.05 b) Response team leave will be subject to the following conditions:

i) upon an employee being qualified in any year, the 40 hours of response team leave will be placed in the employee's bank the following January 1st;

ii) responseteam leave may be scheduled at straighttime in July and August during the employee's "O" week provided no training is scheduled and the employee is not required to meet shift complement. For the other weeks in the schedule, response team leave may be scheduled when the employee is on shift, if the employee is not required to achieve full complement;

iii) response team leave may be scheduled at other times when the employee's position must be covered to meet complement or response team coverage if the employee reimburses such time off at replacement value;

iv) the priority for scheduling response team leave will be in accordance with the guideline attached as appendix "H". This guideline may be amended at the Employer's discretion but will be discussed with the Union before any amendments are made. Response team leave will be recorded on the schedule in a way that distinguishes response team leave from banked time *off*;

v) response team leave will be taken by December 31st of each year, however, if the employee is unable to take the 40 hours of response team leave, unused credits at year end will not be paid out, instead the employee will receive a pro-rated portion of the lump sum payment identified above (for example, if an employee takes 20 hours of response team leave, the employee will receive \$400.00 in lieu of the remaining 20 hours of leave that was not taken);

vi) the 40 hours of response team leave is a credit put into the employee's overtime bank. The 40 hours of response team leave is in addition to the limit of 80 hours of banked time off agreed to in article 10.05 of this agreement. The combination of response team leave and banked time will not exceed 120 hours in any calendar year.

18.05 c) Employees (excluding field supervisors) assigned to the response team duties of:

- fire fighting
- first aid
- chemical protection
- contingency field actions

on shift will receive \$1.00 per hour worked in that capacity. To be eligible for this premium, the employee must be:

- assigned to the response team in at least one of the duties identified above
- report clean shaven for any of the response team duties
- ensure adequate response team coverage is available in the protected area before leaving the protected area.

18.05 d) Within the context of operational requirements, management will make every effort to rotate the scheduling of employees for response team service in an equitable fashion.

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 Employer 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 Employer 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 Employer 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 Employer 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 Employer. Subject to the provisions of article 10.05 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 Employer 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 shall notify their supervisor of the incident and that they wish to file a grievance. A meeting to attempt to resolve the matter will be held within five working days from the time that the employee notifies their supervisor. The meeting will include the supervisor, superintendent (or other decision maker), grievor and shop steward, and any other person required to attempt to resolve the matter. The superintendent shall provide an answer to the grievor and the shop steward within two working days of the meeting.

20.01 b) Step Two: If the employee is not satisfied with the answer received or an answer is not received, the employee or the Union may present the grievance in writing within five working days of receiving the level one answer or the expiration of the period allowed for the response. A meeting between the parties will be held at level two within ten working days of the date the grievance is presented at the second level. The individual designated as the second level in the grievance procedure will provide a written answer to the employee and Union within five working days of the meeting.

20.01 c) Step Three: Within five working days from the expiration of the 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, with a copy to the Station Manager and the senior executive responsible for Point Lepreau. Copies of correspondence, the grievances presented at Steps One and Two, and replies by persons designated by the Employer under Steps One and Two should accompany the grievance at level three. The President has designated that the senior executive responsible for Point Lepreau will 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 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 Union may refer the grievance to adjudication within ninety days from receiving the third level reply or the expiration of the ten day time period referred to above.

If the grievance is referred to adjudication, the parties to the agreement shall endeavor to agree upon an arbitrator within thirty days of the referral to arbitration. The arbitrator shall endeavor to hear the matter within thirty days of being appointed and shall render a decision within thirty days of the date of completion of the hearing.

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, a representative of the Union shall accompany the employee.

20.03 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. Time limits specified in this article may be extended by agreement between the parties in writing. When the grievor or the person designated to provide a response are shift workers, the time limits will be calculated as actual working days for the person required to take the action described in the grievance procedure.

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 working 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 Employer 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. However, compliance with CNSC regulations shall not constitute a violation of this article of the agreement.

22.03 The Union and the Employer 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, 2007, 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 signed.


ARTICLE XXIV

DURATION


24.01 This agreement shall be in effect for a term from January 1, 2001 to and including December 31, 2007 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 10th day of October, 2002.

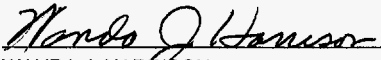
NEW BRUNSWICK POWER CORPORATION



D.G. SKALING
CHAIRMAN



STEWART MACPHERSON
PRESIDENT & CHIEF EXECUTIVE OFFICER

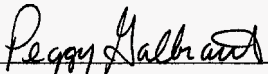


WANDA J. HARRISON
CORPORATE SECRETARY & GENERAL COUNSEL


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



STEPHEN F. HAYES
PRESIDENT



PEGGY GALBRAITH
RECORDING SECRETARY



B. WADE GREENLAW
BUSINESS MANAGER

11

MEMORANDUM OF AGREEMENT

Pursuant to the agreement reached on September **8, 2004** between the I.B.E.W., Local **37** and NB Power, the Parties agreed that there is a mutual interest in entering into an agreement to extend the collective agreement under the following terms:

1. The expiration date of the collective agreement between NB Power and the I.B.E.W. Local **37**, Generation Nuclear Operational Group will be changed from December **31, 2007** to December **31, 2010**;
2. This extension of the collective agreement will only come into effect if the decision is made to proceed with the refurbishment of PLGS and the project goes forward with a start date between April and December 2008; however any benefits given to employees on or after the date of signing this extension, pursuant to paragraphs **5** and **6** below, will not be clawed-back by NB Power in the event the refurbishment does not proceed.
3. The parties agree that the terms of the current agreement will not be amended with the exception of any letters of agreement that may be entered into during the term of the agreement, the wage increases identified in paragraph **4** of this agreement, the one day paid "floater" holiday as per paragraph **5** below, and the RRSP benefits for temporary employees as per paragraph **6** below;
4. The parties agree that, for the period of the extension, the hourly rates set out in Appendix "**A**" of the Generation Nuclear Operational Group agreement (revised appendices attached) will be adjusted (with the appropriate deductions for the Union Education Fund), to reflect the following:
 - October **1, 2007**
3%
 - October **1, 2008**
3.5%
 - October **1, 2009**
4%
5. The parties agree that employees will receive a one day paid "floater" holiday per year effective the date of signing of this extension to the collective agreement (as per vacation entitlements, scheduling is subject to supervisory approval). The time off must be used in each calendar year. If it is not taken, it will not be paid out. Shift employees must schedule their time off *so* that overtime is not required to replace them;
6. The parties agree that effective the date of signing of the extension to the collective agreement, if an employee with temporary status contributes to NB Power's Group RRSP plan, the Employer will match the employee's contributions up to a maximum of **4%** of the employee's actual base salary in each year.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives this 15th day of October, 2004.

NEW BRUNSWICK POWER HOLDING CORPORATION

DAVID HAY
PRESIDENT & CHIEF EXECUTIVE OFFICER

WANDA HARRISON, Q.C.
CORPORATE SECRETARY & GENERAL COUNSEL

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

STEVE HAYES
PRESIDENT

ROSS GALBRAITH
VICE-PRESIDENT

WADE GREENLAW
BUSINESS MANAGER



NB Power Nuclear Extended Collective Agreement Rates

Classification	Increase Type	Date	Step A	Step B	Step C	Step D	Step E	Step F	Step G	New Code	
NRF Member IT	Range	01-Oct-03	\$18.37								
	Adjustment	01-Sep-04	\$18.87								
	Increase	01-Oct-04	\$19.29								
	Increase	01-Oct-05	\$19.87								
	Increase	01-Oct-06	\$20.47								
	Increase	01-Oct-07	\$21.08								
	3.5% Increase	01-Oct-08	\$21.82								
	4.0% Increase	01-Oct-09	\$22.69								
	NRF Member	Range	01-Oct-03	\$20.41	\$21.58	\$22.82	\$24.13	\$25.52			N189
		Adjustment	01-Sep-04	\$20.81	\$22.00	\$23.26	\$24.60	\$26.02			
Increase		01-Oct-04	\$21.26	\$22.48	\$23.77	\$25.14	\$26.59				
Increase		01-Oct-05	\$21.90	\$23.16	\$24.49	\$25.90	\$27.39				
Increase		01-Oct-06	\$22.56	\$23.86	\$25.23	\$26.68	\$28.21				
3.0% Increase		01-Oct-07	\$23.24	\$24.58	\$25.99	\$27.48	\$29.06				
3.5% Increase		01-Oct-08	\$24.05	\$25.44	\$26.90	\$28.44	\$30.08				
4.0% Increase		01-Oct-09	\$25.00	\$26.45	\$27.97	\$29.57	\$31.28				
NRF Sergeant		Range	01-Oct-04	\$24.45	\$25.74	\$27.10	\$28.53	\$30.05			N224
		Increase	01-Oct-05	\$25.19	\$26.52	\$27.92	\$29.40	\$30.95			
	Increase	01-Oct-06	\$25.95	\$27.32	\$28.76	\$30.28	\$31.88				
	3.0% Increase	01-Oct-07	\$26.73	\$28.14	\$29.62	\$31.19	\$32.84				
	3.5% Increase	01-Oct-08	\$27.67	\$29.13	\$30.66	\$32.28	\$33.99				
	4.0% Increase	01-Oct-09	\$28.78	\$30.30	\$31.89	\$33.57	\$35.35				

NB Power Nuclear Extended Collective Agreement Rates

Sal I a b	Job Code Classification	Increase Type	Date	Step A	Step B	Step C	Step D	Step E	Step F	Step G
N01	N010 ASR II	Increase	01-Oct-05	\$11.10	\$12.43	\$13.90	\$15.37	\$16.71		
		Increase	01-Oct-06	\$11.44	\$12.81	\$14.32	\$15.83	\$17.21		
		3.0% Increase	01-Oct-07	\$11.78	\$13.19	\$14.75	\$16.31	\$17.73		
		3.5% Increase	01-Oct-08	\$12.20	\$13.66	\$15.27	\$16.88	\$18.35		
		4.0% Increase	01-Oct-09	\$12.69	\$14.21	\$15.89	\$17.56	\$19.09		
N02	N011 ASR III	Increase	01-Oct-05	\$14.98	\$16.29	\$17.28	\$18.28	\$19.38		
		Increase	01-Oct-06	\$15.43	\$16.78	\$17.80	\$18.83	\$19.96		
		3.0% Increase	01-Oct-07	\$15.90	\$17.29	\$18.34	\$19.40	\$20.56		
		3.5% Increase	01-Oct-08	\$16.45	\$17.89	\$18.98	\$20.08	\$21.28		
		4.0% Increase	01-Oct-09	\$17.11	\$18.61	\$19.74	\$20.88	\$22.13		
N03	N012 ASR IV	Increase	01-Oct-05	\$19.08	\$20.22	\$21.45	\$22.55	\$23.54		
		Increase	01-Oct-06	\$19.66	\$20.83	\$22.10	\$23.23	\$24.25		
		3.0% Increase	01-Oct-07	\$20.25	\$21.46	\$22.77	\$23.93	\$24.98		
		3.5% Increase	01-Oct-08	\$20.96	\$22.21	\$23.57	\$24.77	\$25.86		
		4.0% Increase	01-Oct-09	\$21.81	\$23.11	\$24.52	\$25.77	\$26.90		
N04	N013 ASR V	Increase	01-Oct-05	\$20.74	\$21.79	\$22.84	\$24.07	\$25.52		
		Increase	01-Oct-06	\$21.37	\$22.45	\$23.53	\$24.80	\$26.29		
		3.0% Increase	01-Oct-07	\$22.02	\$23.13	\$24.24	\$25.55	\$27.08		
		3.5% Increase	01-Oct-08	\$22.79	\$23.94	\$25.09	\$26.45	\$28.03		
		4.0% Increase	01-Oct-09	\$23.70	\$24.90	\$26.10	\$27.51	\$29.15		
N05	N127 Office Supv	Increase	01-Oct-05	\$25.33	\$26.93	\$28.51	\$30.10	\$31.70		

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NB Power Nuclear Extended Collective Agreement Rates

Sal Tab	Job Code	Classification	Increase Type	Date	Step A	Step B	Step C	Step D	Step E	Step F	Step G
			Increase	01-Oct-06	\$26.08	\$27.73	\$29.36	\$31.00	\$32.65		
			3.0% Increase	01-Oct-07	\$26.86	\$28.56	\$30.24	\$31.93	\$33.63		
			3.5% Increase	01-Oct-08	\$27.80	\$29.56	\$31.30	\$33.05	\$34.81		
			4.0% increase	01-Oct-09	\$28.91	\$30.74	\$32.55	\$34.37	\$36.20		
N06	N152	Project Construction Assistant	Increase	01-Oct-05	\$21.14	\$22.46	\$23.76	\$25.07	\$26.37		
	N163	Safeguards Officer	Increase	01-Oct-06	\$21.77	\$23.13	\$24.47	\$25.82	\$27.16		
N07	N007	Administrative Analyst I	3.0% Increase	01-Oct-07	\$22.43	\$23.83	\$25.21	\$26.60	\$27.98		
	N197	Office Space Administrator	3.5% Increase	01-Oct-08	\$23.21	\$24.66	\$26.09	\$27.53	\$28.96		
	N222	inspection Officer, Mechanical	4.0% Increase	01-Oct-09	\$24.13	\$25.64	\$27.13	\$28.63	\$30.12		
	N266	Security Clearance Officer									
N08	N026	Administrative Coordinator	Increase	01-Oct-05	\$21.78	\$23.15	\$24.50	\$25.84	\$27.22		
			Increase	01-Oct-06	\$22.44	\$23.85	\$25.24	\$26.62	\$28.04		
			3.0% Increase	01-Oct-07	\$23.12	\$24.57	\$26.00	\$27.42	\$28.88		
			3.5% Increase	01-Oct-08	\$23.93	\$25.43	\$26.91	\$28.38	\$29.89		
			4.0% Increase	01-Oct-09	\$24.89	\$26.45	\$27.99	\$29.52	\$31.09		
N09	N008	Administrative Analyst II	Increase	01-Oct-05	\$22.59	\$24.00	\$25.44	\$26.87	\$28.28		
	N218	Junior Accountant	Increase	01-Oct-06	\$23.28	\$24.73	\$26.21	\$27.68	\$29.13		
			3.0% Increase	01-Oct-07	\$23.99	\$25.48	\$27.00	\$28.51	\$30.00		
			3.5% Increase	01-Oct-08	\$24.84	\$26.38	\$27.95	\$29.51	\$31.05		
			4.0% Increase	01-Oct-09	\$25.84	\$27.44	\$29.07	\$30.69	\$32.29		
N10	N085	Public Affairs Officer	Increase	01-Oct-05	\$23.41	\$24.88	\$26.34	\$27.83	\$29.31		

NB Power Nuclear Extended Collective Agreement Rates

Sal Tab	Job Code	Classification	Increase Type	Date	Step A	Step B	Step C	Step D	Step E	Step F	Step G
			Increase	01-Oct-06	\$24.13	\$25.64	\$27.14	\$28.67	\$30.19		
			3.0% Increase	01-Oct-07	\$24.85	\$26.41	\$27.95	\$29.53	\$31.10		
			3.5% Increase	01-Oct-08	\$25.72	\$27.33	\$28.92	\$30.56	\$32.19		
			4.0% Increase	01-Oct-09	\$26.75	\$28.42	\$30.07	\$31.78	\$33.48		
N11	N009	Sr Administrative Analyst	Increase	01-Oct-05	\$24.36	\$25.88	\$27.42	\$28.94	\$30.47		
	N153	Business Analyst	Increase	01-Oct-06	\$25.08	\$26.65	\$28.24	\$29.81	\$31.39		
	N019	Buyer	3.0% Increase	01-Oct-07	\$25.82	\$27.44	\$29.08	\$30.70	\$32.33		
			3.5% Increase	01-Oct-08	\$26.71	\$28.39	\$30.09	\$31.77	\$33.46		
			4.0% Increase	01-Oct-09	\$27.77	\$29.52	\$31.29	\$33.04	\$34.80		
N12	N097	Supply Planner	Increase	01-Oct-05	\$26.36	\$28.00	\$29.66	\$31.30	\$32.95		
	N219	General Accountant	Increase	01-Oct-06	\$27.15	\$28.84	\$30.55	\$32.24	\$33.94		
			3.0% Increase	01-Oct-07	\$27.97	\$29.71	\$31.47	\$33.21	\$34.96		
			3.5% Increase	01-Oct-08	\$28.95	\$30.75	\$32.57	\$34.37	\$36.18		
			4.0% Increase	01-Oct-09	\$30.12	\$31.99	\$33.88	\$35.75	\$37.63		
N13	N001	Capital Budget Administrator	Increase	01-Oct-05	\$27.58	\$29.30	\$31.03	\$32.75	\$34.48		
	N002	Contract Administrator	Increase	01-Oct-06	\$28.42	\$30.19	\$31.97	\$33.74	\$35.52		
	N084	Occupational Health Nurse	3.0% Increase	01-Oct-07	\$29.29	\$31.11	\$32.94	\$34.76	\$36.59		
			3.5% Increase	01-Oct-08	\$30.33	\$32.21	\$34.10	\$35.98	\$37.87		
			4.0% Increase	01-Oct-09	\$31.54	\$33.49	\$35.46	\$37.42	\$39.39		
N14	N096	Planner	Increase	01-Oct-05	\$27.17	\$28.85	\$30.56	\$32.27	\$33.96		
			Increase	01-Oct-06	\$27.99	\$29.72	\$31.48	\$33.24	\$34.98		

NB Power Nuclear Extended Collective Agreement Rates

Sal Tab	Job Code Classification	Increase Type	Date	Step A	Step B	Step C	Step D	Step E	Step F	Step G
		3.0% Increase	01-Oct-07	\$28.84	\$30.62	\$32.43	\$34.24	\$36.03		
		3.5% Increase	01-Oct-08	\$29.86	\$31.70	\$33.57	\$35.44	\$37.29		
		4.0% Increase	01-Oct-09	\$31.06	\$32.97	\$34.92	\$36.86	\$38.78		
N15	N095 Sr ForwardSched Planner	Increase	01-Oct-05	\$29.71	\$31.55	\$33.41	\$35.25	\$37.10		
	N193 Advisor, BusinessConsulting Business Planning Lead	Increase	01-Oct-06	\$30.60	\$32.49	\$34.41	\$36.30	\$38.21		
		3.0% Increase	01-Oct-07	\$31.51	\$33.46	\$35.44	\$37.39	\$39.36		
		3.5% Increase	01-Oct-08	\$32.61	\$34.63	\$36.68	\$38.70	\$40.74		
		4.0% Increase	01-Oct-09	\$33.92	\$36.02	\$38.15	\$40.25	\$42.37		
N16	N022 Cleaner	Increase	01-Oct-05	\$13.91	\$14.60	\$15.31	\$16.06	\$16.83		
		Increase	01-Oct-06	\$14.34	\$15.05	\$15.78	\$16.55	\$17.34		
		3.0% Increase	01-Oct-07	\$14.78	\$15.51	\$16.26	\$17.05	\$17.86		
		3.5% Increase	01-Oct-08	\$15.29	\$16.05	\$16.83	\$17.65	\$18.49		
		4.0% Increase	01-Oct-09	\$15.91	\$16.70	\$17.51	\$18.36	\$19.23		
N17	N059 Supply MaintainerI	Increase	01-Oct-05	\$17.62	\$18.63	\$19.70	\$20.83	\$22.05		
		Increase	01-Oct-06	\$18.15	\$19.19	\$20.29	\$21.45	\$22.71		
		3.0% Increase	01-Oct-07	\$18.70	\$19.77	\$20.90	\$22.09	\$23.39		
		3.5% Increase	01-Oct-08	\$19.35	\$20.46	\$21.63	\$22.86	\$24.21		
		4.0% Increase	01-Oct-09	\$20.13	\$21.28	\$22.50	\$23.78	\$25.18		
N18	N066 Supply Maintainer II	Increase	01-Oct-05	\$18.89	\$21.80	\$24.19	\$25.92			
		Increase	01-Oct-06	\$19.46	\$22.46	\$24.92	\$26.70			
		3.0% Increase	01-Oct-07	\$20.05	\$23.14	\$25.67	\$27.50			

NB Power Nuclear Extended Collective Agreement Rates

Sal Tab	Job Code	Classification	Increase Type	Date	Step A	Step B	Step C	Step D	Step E	Step F	Step G
			3.5% Increase	01-Oct-08	\$20.75	\$23.95	\$26.57	\$28.46			
			4.0% Increase	01-Oct-09	\$21.58	\$24.91	\$27.63	\$29.60			
N19	N072	Senior Supply Maintainer	Increase	01-Oct-05	\$24.07	\$25.80	\$27.08	\$28.40			
			Increase	01-Oct-06	\$24.79	\$26.57	\$27.89	\$29.25			
			3.0% Increase	01-Oct-07	\$25.54	\$27.37	\$28.73	\$30.13			
			3.5% Increase	01-Oct-08	\$26.44	\$28.33	\$29.74	\$31.19			
			4.0% Increase	01-Oct-09	\$27.49	\$29.46	\$30.93	\$32.44			
N20	N046	Supply Foreman	Increase	01-Oct-05	\$28.02	\$29.75	\$31.52	\$33.29	\$35.02		
	NO44	Service Maintenance Foreman	Increase	01-Oct-06	\$28.87	\$30.65	\$32.47	\$34.29	\$36.07		
			3.0% Increase	01-Oct-07	\$29.75	\$31.58	\$33.45	\$35.32	\$37.15		
			3.5% Increase	01-Oct-08	\$30.79	\$32.68	\$34.62	\$36.56	\$38.45		
			4.0% Increase	01-Oct-09	\$32.01	\$33.98	\$36.00	\$38.02	\$39.99		
N21	N063	Service Maintainer I	Increase	01-Oct-05	\$16.61	\$17.54	\$18.54	\$20.01	\$21.65		
			Increase	01-Oct-06	\$17.11	\$18.07	\$19.10	\$20.61	\$22.30		
			3.0% Increase	01-Oct-07	\$17.62	\$18.61	\$19.67	\$21.23	\$22.97		
			3.5% Increase	01-Oct-08	\$18.24	\$19.26	\$20.36	\$21.98	\$23.78		
			4.0% Increase	01-Oct-09	\$18.98	\$20.04	\$21.18	\$22.86	\$24.73		
N22	N065	Service Maintainer II	Increase	01-Oct-05	\$17.53	\$19.00	\$20.64	\$22.42	\$24.29		
			Increase	01-Oct-06	\$18.06	\$19.57	\$21.26	\$23.09	\$25.02		
			3.0% Increase	01-Oct-07	\$18.60	\$20.16	\$21.90	\$23.78	\$25.77		
			3.5% Increase	01-Oct-08	\$19.25	\$20.86	\$22.66	\$24.61	\$26.67		

NB Power Nuclear Extended Collective Agreement Rates

Sal Tab	Job Code	Classification	Increase Type	Date	Step A	Step B	Step C	Step D	Step E	Step F	Step G
			4.0% Increase	01-Oct-09	\$20.03	\$21.70	\$23.57	\$25.60	\$27.74		
	N25	N170 Sr Service Maintainer	Increase	01-Oct-05	\$22.97	\$24.11	\$25.30	\$26.55	\$27.87		
	N23	N073 Utility Maintainer	Increase	01-O*-06	\$23.66	\$24.83	\$26.06	\$27.35	\$28.71		
	N24	N074	3.0% Increase	01-Oct-07	\$24.37	\$25.57	\$26.84	\$28.17	\$29.57		
			3.5% Increase	01-Oct-08	\$25.23	\$26.47	\$27.78	\$29.16	\$30.61		
			4.0% Increase	01-Oct-09	\$26.24	\$27.53	\$28.89	\$30.33	\$31.84		
	N27	N134 Stores Supervisor	Increase	01-Oct-05	\$30.54	\$32.42	\$34.35	\$36.23	\$38.16		
		N131 Service Maintenance Supv	Increase	01-Oct-06	\$31.45	\$33.39	\$35.38	\$37.32	\$39.31		
			3.0% Increase	01-Oct-07	\$32.39	\$34.39	\$36.44	\$38.44	\$40.49		
			3.5% Increase	01-Oct-08	\$33.53	\$35.60	\$37.72	\$39.79	\$41.91		
			4.0% Increase	01-O*-09	\$34.88	\$37.03	\$39.24	\$41.39	\$43.59		
	N30	Maintainer	Increase	01-Oct-03	\$23.91	\$25.40	\$26.91	\$28.40	\$29.91		
		N164 Maint, Chem	Adjustment	01-Sep-04	\$24.31	\$25.82	\$27.36	\$28.87	\$30.41		
		N165 Maint, El&C	Increase	01-Oct-04	\$24.86	\$26.40	\$27.97	\$29.51	\$31.08		
		N166 Maint, Mech	Increase	01-Oct-05	\$25.59	\$27.18	\$28.80	\$30.39	\$32.01		
		N167 Maint, Civil	Increase	01-Oct-06	\$26.35	\$27.99	\$29.66	\$31.30	\$32.97		
		N168 Health Physics Assistant	3.0% Increase	01-Oct-07	\$27.14	\$28.83	\$30.55	\$32.24	\$33.96		
		N169 Radiation Control Assistant	3.5% Increase	01-Oct-08	\$28.09	\$29.84	\$31.62	\$33.37	\$35.15		
		Nxxx Health Unit Assistant	4.0% Increase	01-Oct-09	\$29.22	\$31.04	\$32.89	\$34.71	\$36.56		
	N31	N154 Mechanical Mtc Alternate Supv	Increase	01-Oct-03	\$29.79	\$31.07	\$32.90	\$34.56			
		N155 Electrical Mtc Alternate Supv	Adjustment	01-Sep04	\$30.22	\$31.52	\$33.38	\$35.06			

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NB Power Nuclear Extended Collective Agreement Rates

Sal Tab	Job Code	Classification	Increase Type	Date	Step A	Step B	Step C	Step D	Step E	Step F	Step G
	N069	Sr Chemical Maintainer	Increase	01-Oct-04	\$30.88	\$32.21	\$34.11	\$35.83			
	N107	Component Specialist	Increase	01-Oct-05	\$31.81	\$33.18	\$35.14	\$36.91			
	N108	Sr Health Physics Assistant	Increase	01-Oct-06	\$32.77	\$34.18	\$36.20	\$38.02			
	N109	Sr Radiation Control Assistant	3.0% Increase	01-Oct-07	\$33.76	\$35.21	\$37.29	\$39.16			
	N071	Sr Mechanical Maintainer	3.5% Increase	01-Oct-08	\$34.94	\$36.44	\$38.59	\$40.53			
	N070	Sr EI&C Maintainer	4.0% increase	01-Oct-09	\$36.33	\$37.89	\$40.13	\$42.15			
N32	N156	Chemistry Supervisor	Adjustment	01-Sep-04	\$31.72	\$33.69	\$35.70	\$37.67	\$39.68		
	N124	Electrical Maintenance Supv	Increase	01-Oct-04	\$32.43	\$34.44	\$36.49	\$38.50	\$40.55		
	N126	Mechanical Maintenance Supv	Increase	01-Oct-05	\$33.41	\$35.48	\$37.59	\$39.66	\$41.77		
	N157	Field Operations Supervisor	Increase	01-Oct-06	\$34.42	\$36.55	\$38.72	\$40.85	\$43.02		
	N158	Health Physics Lab Supervisor	3.0% increase	01-Oct-07	\$35.45	\$37.64	\$39.88	\$42.07	\$44.31		
	N208	Conventional Safety Supervisor	3.5% increase	01-Oct-08	\$36.68	\$38.95	\$41.27	\$43.54	\$45.86		
	N225	Work Week Coordinator	4.0% increase	01-Oct-09	\$38.16	\$40.52	\$42.93	\$45.29	\$47.70		
N33	N129	Radiation Control Supervisor	Increase	01-Oct-05	\$35.47	\$37.68	\$39.92	\$42.14	\$44.35		
			Increase	01-Oct-06	\$36.52	\$38.80	\$41.11	\$43.40	\$45.68		
			3.0% Increase	01-Oct-07	\$37.61	\$39.96	\$42.34	\$44.70	\$47.05		
			3.5% Increase	01-Oct-08	\$38.94	\$41.37	\$43.83	\$46.27	\$48.70		
			4.0% increase	01-Oct-09	\$40.49	\$43.02	\$45.58	\$48.12	\$50.65		
N36	N018	Technical Assistant (Nuclear)	Increase	01-Oct-05	\$27.48	\$28.91	\$30.34	\$31.81	\$33.18	\$35.14	\$36.91
	N173	Material Specialist	Increase	01-Oct-06	\$28.32	\$29.79	\$31.26	\$32.77	\$34.18	\$36.20	\$38.02
			3.0% Increase	01-Oct-07	\$29.18	\$30.69	\$32.20	\$33.76	\$35.21	\$37.29	\$39.16
			3.5% Increase	01-Oct-08	\$30.21	\$31.77	\$33.33	\$34.94	\$36.44	\$38.59	\$40.53

NB Power Nuclear Extended Collective Agreement Rates

Sal Tab	Job Code Classification	Increase Type	Date	Step A	Step B	Step C	Step D	Step E	Step F	Step G
		4.0% Increase	01-Oct-09	\$31.42	\$33.04	\$34.66	\$36.33	\$37.89	\$40.13	\$42.15
N37	N159 Fuel Handling Specialist I	Increase	01-Oct-05	\$19.04	\$20.65	\$24.37	\$27.72	\$30.57		
		Increase	01-Oct-06	\$19.61	\$21.27	\$25.10	\$28.55	\$31.49		
		3.0% Increase	01-Oct-07	\$20.20	\$21.91	\$25.86	\$29.41	\$32.44		
		3.5% Increase	01-Oct-08	\$20.91	\$22.68	\$26.77	\$30.44	\$33.58		
		4.0% Increase	01-Oct-09	\$21.74	\$23.58	\$27.83	\$31.65	\$34.92		
N38	N099 Fuel Handling Spec II In Training	Increase	01-Oct-05	\$30.06	\$31.59	\$33.12	\$34.71			
	N199 FH Maintainer	Increase	01-Oct-06	\$30.95	\$32.53	\$34.11	\$35.75			
		3.0% Increase	01-Oct-07	\$31.87	\$33.50	\$35.13	\$36.82			
		3.5% Increase	01-Oct-08	\$32.98	\$34.67	\$36.36	\$38.11			
		4.0% Increase	01-Oct-09	\$34.30	\$36.06	\$37.82	\$39.64			
N39	N098 Fuel Handling Specialist II	Increase	01-Oct-05	\$34.12	\$35.60	\$37.70	\$39.60			
		Increase	01-Oct-06	\$35.15	\$36.67	\$38.83	\$40.79			
		3.0% Increase	01-Oct-07	\$36.20	\$37.77	\$39.99	\$42.01			
		3.5% Increase	01-Oct-08	\$37.47	\$39.09	\$41.39	\$43.48			
		4.0% Increase	01-Oct-09	\$38.97	\$40.66	\$43.05	\$45.22			
N40	N101 Sr Fuel Handling Specialist	Increase	01-Oct-05	\$35.19	\$37.25	\$39.12	\$41.39	\$43.77		
		Increase	01-Oct-06	\$36.24	\$38.36	\$40.29	\$42.63	\$45.08		
		3.0% Increase	01-Oct-07	\$37.33	\$39.51	\$41.50	\$43.91	\$46.43		
		3.5% Increase	01-Oct-08	\$38.64	\$40.90	\$42.96	\$45.45	\$48.06		
		4.0% Increase	01-Oct-09	\$40.19	\$42.54	\$44.68	\$47.27	\$49.98		

NB Power Nuclear Extended Collective Agreement Rates

Sal Tab	Job Code	Classification	Increase Type	Date	Step A	Step B	Step C	Step D	Step E	Step F	Step G		
N41	N139	Tech Supv - Fuel Handling	Increase	01-Oct-05	\$37.63	\$39.96	\$42.34	\$44.71	\$47.04				
			Increase	01-Oct-06	\$38.76	\$41.16	\$43.61	\$46.05	\$48.45				
			3.0% Increase	01-Oct-07	\$39.93	\$42.40	\$44.92	\$47.43	\$49.90				
			3.5% Increase	01-Oct-08	\$41.32	\$43.88	\$46.49	\$49.09	\$51.65				
			4.0% Increase	01-Oct-09	\$42.99	\$45.65	\$48.36	\$51.06	\$53.72				
N43	N086	Training Officer	Increase	01-Oct-05	\$29.71	\$31.55	\$33.41	\$35.25	\$37.10				
			N041	Foreman Electrical Mtce Nuc	Increase	01-Oct-06	\$30.60	\$32.49	\$34.41	\$36.30	\$38.21		
					3.0% Increase	01-Oct-07	\$31.51	\$33.46	\$35.44	\$37.39	\$39.36		
					3.5% Increase	01-Oct-08	\$32.61	\$34.63	\$36.68	\$38.70	\$40.74		
N44	N105	Technical Specialist	Increase	01-Oct-05	\$23.57	\$25.82	\$28.08	\$30.32	\$32.58	\$34.84	\$37.10		
			Increase	01-Oct-06	\$24.26	\$26.58	\$28.91	\$31.22	\$33.55	\$35.88	\$38.21		
			3.0% Increase	01-Oct-07	\$24.99	\$27.38	\$29.78	\$32.16	\$34.56	\$36.96	\$39.36		
			3.5% Increase	01-Oct-08	\$25.88	\$28.35	\$30.84	\$33.30	\$35.78	\$38.26	\$40.74		
			4.0% Increase	01-Oct-09	\$26.91	\$29.48	\$32.07	\$34.63	\$37.21	\$39.79	\$42.37		
N45	N031	Engineer/Scientist I- IV	Increase	01-Oct-05	\$24.37	\$26.70	\$29.03	\$31.35	\$33.68	\$36.01	\$38.34		
			N032	Engineer/Scientist II	Increase	01-Oct-06	\$25.10	\$27.50	\$29.90	\$32.29	\$34.69	\$37.09	\$39.49
					3.0% Increase	01-Oct-07	\$25.87	\$28.34	\$30.81	\$33.27	\$35.74	\$38.21	\$40.68
					3.5% Increase	01-Oct-08	\$26.76	\$29.32	\$31.87	\$34.42	\$36.98	\$39.54	\$42.10
					4.0% Increase	01-Oct-09	\$27.85	\$30.51	\$33.16	\$35.81	\$38.47	\$41.13	\$43.79
N46	N102	Sr Technical Specialist	Increase	01-Oct-05	\$32.55	\$34.58	\$36.63	\$38.66	\$40.71				

NB Power Nuclear Extended Collective Agreement Rates

Sal Tab	Job Code	Classification	Increase Type	Date	Step A	Step B	Step C	Step D	Step E	Step F	Step G
	N160	Inspection Specialist	Increase	01-Oct-06	\$33.53	\$35.62	\$37.73	\$39.82	\$41.93		
	N042		3.0% Increase	01-Oct-07	\$34.55	\$36.70	\$38.87	\$41.02	\$43.19		
	N184	Supv Construction & Commiss.	3.5% Increase	01-Oct-08	\$35.76	\$37.98	\$40.23	\$42.45	\$44.70		
	N233	Facilities Supervisor	4.0% Increase	01-Oct-09	\$37.19	\$39.50	\$41.84	\$44.15	\$46.49		
N47	N040	Engineer/ Scientist V	Increase	01-Oct-05	\$33.70	\$35.80	\$37.92	\$40.02	\$42.14		
			Increase	01-Oct-06	\$34.73	\$36.89	\$39.07	\$41.23	\$43.41		
			3.0% Increase	01-Oct-07	\$35.77	\$37.99	\$40.24	\$42.46	\$44.71		
			3.5% Increase	01-Oct-08	\$37.02	\$39.32	\$41.65	\$43.95	\$46.28		
			4.0% Increase	01-Oct-09	\$38.51	\$40.90	\$43.32	\$45.71	\$48.13		
N48	N005	Technical Advisor	Increase	01-Oct-05	\$35.87	\$38.10	\$40.36	\$42.61	\$44.85		
	N135	Technical Supervisor	Increase	01-Oct-06	\$36.94	\$39.24	\$41.57	\$43.89	\$46.20		
	N161	Tech Supv - Mech Mtce (Eng)	3.0% Increase	01-Oct-07	\$38.05	\$40.42	\$42.82	\$45.21	\$47.59		
	N094	Health Physicist	3.5% Increase	01-Oct-08	\$39.40	\$41.85	\$44.33	\$46.80	\$49.26		
	N254	Ops Safety Group Supervisor	4.0% Increase	01-Oct-09	\$40.97	\$43.52	\$46.10	\$48.67	\$51.23		
N49	N004	Sr Technical Advisor	Increase	01-Oct-02	\$34.47	\$36.61	\$38.77	\$40.92	\$43.08		
	N020	Analytic Chemist	Adjustment	01-Sep-03	\$35.74	\$37.96	\$40.20	\$42.43	\$44.67		
	N093	Sr Health Physicist	Increase	01-Oct-03	\$36.46	\$38.72	\$41.01	\$43.28	\$45.56		
	N035	Senior Electrical Engineer	Increase	01-Oct-04	\$37.26	\$39.57	\$41.91	\$44.23	\$46.56		
	N036	Sr CAE & CADD Engineer	increase	01-Oct-05	\$38.38	\$40.76	\$43.17	\$45.56	\$47.96		
	N038	Sr Mech Engineer	Increase	01-Oct-06	\$39.54	\$41.99	\$44.47	\$46.93	\$49.40		
	N039	Sr Structural Engineer	3.0% Increase	01-Oct-07	\$40.74	\$43.26	\$45.81	\$48.34	\$50.88		
	N106	Sr Spec Elec. C&I Eq. Seismic	3.5% Increase	01-Oct-08	\$42.16	\$44.77	\$47.41	\$50.03	\$52.66		

NB Power Nuclear Extended Collective Agreement Rates

SaI Tab	Job Code	Classification	Increase Type	Date	Step A	Step B	Step C	Step D	Step E	Step F	Step G
	N174	Eng Sr.	4.0% Increase	01-Oct-09	\$43.85	\$46.56	\$49.31	\$52.03	\$54.77		
N50	N087	Power Plant Operator (Formerly PPO I)	Increase	01-Oct-05	\$19.48	\$22.99	\$26.15	\$28.82	\$30.94		
			Increase	01-Oct-06	\$20.06	\$23.68	\$26.94	\$29.69	\$31.87		
	N223	Training Developer (non-licensed)	3.0% Increase	01-Oct-07	\$20.66	\$24.39	\$27.75	\$30.58	\$32.83		
			3.5% Increase	01-Oct-08	\$21.38	\$25.24	\$28.72	\$31.65	\$33.98		
			4.0% increase	01-Oct-09	\$22.24	\$26.25	\$29.87	\$32.92	\$35.34		
N51	N088	Senior Power Plant Operator (Formerly PPO II)	Increase	01-Oct-05	\$29.90	\$31.45	\$32.99	\$34.57			
			Increase	01-Oct-06	\$30.79	\$32.39	\$33.98	\$35.61			
	N176	Operations DocumentWriter	3.0% Increase	01-Oct-07	\$31.71	\$33.36	\$35.00	\$36.68			
			3.5% Increase	01-Oct-08	\$32.81	\$34.52	\$36.22	\$37.96			
			4.0% Increase	01-Oct-09	\$34.12	\$35.90	\$37.67	\$39.48			
N52	N025	CRO In Training Step I	Increase	01-Oct-05	\$31.40	\$33.02	\$34.64	\$36.30			
			Increase	01-Oct-06	\$32.33	\$34.01	\$35.68	\$37.39			
			3.0% Increase	01-Oct-07	\$33.30	\$35.03	\$36.75	\$38.51			
			3.5% Increase	01-Oct-08	\$34.47	\$36.26	\$38.04	\$39.86			
			4.0% Increase	01-Oct-09	\$35.86	\$37.72	\$39.57	\$41.46			
N53	N024	CRO In Training Step II	Increase	01-Oct-05	\$32.97	\$34.67	\$36.37	\$38.12			
			Increase	01-Oct-06	\$33.95	\$35.71	\$37.46	\$39.26			
			3.0% Increase	01-Oct-07	\$34.98	\$36.79	\$38.59	\$40.44			
			3.5% Increase	01-Oct-08	\$36.22	\$38.09	\$39.95	\$41.86			
			4.0% Increase	01-Oct-09	\$37.67	\$39.62	\$41.55	\$43.54			

NB Power Nuclear Extended Collective Agreement Rates

Sal Tab	Job Code	Classification	Increase Type	Date	Step A	Step B	Step C	Step D	Step E	Step F	Step G
N54	N023	CRO In Training Step III	Increase	01-Oct-05	\$34.62	\$36.40	\$38.19	\$40.03			
			Increase	01-Oct-06	\$35.65	\$37.50	\$39.33	\$41.22			
			3.0% Increase	01-Oct-07	\$36.72	\$38.63	\$40.51	\$42.46			
			3.5% Increase	01-Oct-08	\$38.00	\$39.98	\$41.93	\$43.95			
			4.0% Increase	01-Oct-09	\$39.52	\$41.58	\$43.61	\$45.71			

NB Power Nuclear Extended Collective Agreement Rates

Sal Tab	Job Code	Classification	Increase Type	Date	Step A	Step B	Step C	Step D	Step E	Step F	Step G
N55	N162	Control Room Operator	Increase	01-Oct-05	\$37.33	\$39.53	\$41.54	\$43.89	\$46.42	\$48.72	
			Increase	01-Oct-06	\$38.44	\$40.71	\$42.78	\$45.20	\$47.81	\$50.18	
			3.0% Increase	01-Oct-07	\$39.60	\$41.94	\$44.07	\$46.56	\$49.25	\$51.69	
			3.5% Increase	01-Oct-08	\$40.99	\$43.41	\$45.61	\$48.19	\$50.97	\$53.50	
			4.0% Increase	01-Oct-09	\$42.63	\$45.15	\$47.44	\$50.12	\$53.01	\$55.64	
		Licensing Increment. CRO			1-Oct-06	1-Oct-07	1-Oct-08	1-Oct-09			
			At Licensing	7.0%	\$3.51	\$3.62	\$3.75	\$3.89			
			Year 1	7.7%	\$3.86	\$3.98	\$4.12	\$4.28			
			Year 2	8.4%	\$4.22	\$4.34	\$4.49	\$4.67			
			Year 3	9.1%	\$4.57	\$4.70	\$4.87	\$5.06			
			Year 4	9.8%	\$4.92	\$5.07	\$5.24	\$5.45			
			Year 5	10.5%	\$5.27	\$5.43	\$5.62	\$5.84			
			Year 6	11.2%	\$5.62	\$5.79	\$5.99	\$6.23			
			Year 7	11.9%	\$5.97	\$6.15	\$6.37	\$6.62			
			Year 8	12.6%	\$6.32	\$6.51	\$6.74	\$7.01			
			Year 9	13.3%	\$6.67	\$6.87	\$7.12	\$7.40			
			Year 10	14.0%	\$7.03	\$7.24	\$7.49	\$7.79			
N56	N053	Simulator Instructor	Increase	01-Oct-05	\$41.55	\$44.18	\$46.75	\$49.33	\$51.95		
			Increase	01-Oct-06	\$42.79	\$45.50	\$48.15	\$50.81	\$53.51		
			3.0% Increase	01-Oct-07	\$44.08	\$46.87	\$49.60	\$52.34	\$55.12		
			3.5% Increase	01-Oct-08	\$45.61	\$48.50	\$51.33	\$54.17	\$57.05		
			4.0% Increase	01-Oct-09	\$47.43	\$50.44	\$53.38	\$56.33	\$59.33		

NB Power Nuclear Extended Collective Agreement Rates

Sal Tab	Job Code Classification	Increase Type	Date	Step A	Step B	Step C	Step D	Step E	Step F	Step G
N57	N132 Shift Supv In-Training	Increase	01-Oct-05	\$34.63	\$36.78	\$38.96	\$41.13	\$43.29		
		increase	01-Oct-06	\$35.67	\$37.88	\$40.13	\$42.37	\$44.59		
		3.0% Increase	01-Oct-07	\$36.73	\$39.01	\$41.33	\$43.64	\$45.93		
		3.5% Increase	01-Oct-08	\$38.02	\$40.38	\$42.78	\$45.17	\$47.54		
		4.0% Increase	01-Oct-09	\$39.54	\$41.99	\$44.49	\$46.98	\$49.44		
N58	N133 Shift Supervisor	Increase	01-Oct-05	\$44.79	\$47.61	\$50.38	\$53.16	\$55.98		
		Increase	01-Oct-06	\$46.14	\$49.05	\$51.90	\$54.76	\$57.66		
		3.0% Increase	01-Oct-07	\$47.51	\$50.51	\$53.45	\$56.40	\$59.39		
		3.5% Increase	01-Oct-08	\$49.18	\$52.29	\$55.33	\$58.38	\$61.47		
		4.0% Increase	01-Oct-09	\$51.16	\$54.39	\$57.55	\$60.72	\$63.93		
	Licensing Increment, SS			1-Oct-06	1-Oct-07	1-Oct-08	1-Oct-09			
		At Licensing	7.0%	\$4.04	\$4.16	\$4.30	\$4.48			
		Year 1	7.7%	\$4.44	\$4.57	\$4.73	\$4.92			
		Year 2	8.4%	\$4.84	\$4.99	\$5.16	\$5.37			
		Year 3	9.1%	\$5.25	\$5.40	\$5.59	\$5.82			
		Year 4	9.8%	\$5.65	\$5.82	\$6.02	\$6.27			
		Year 5	10.5%	\$6.05	\$6.24	\$6.45	\$6.71			
		Year 6	11.2%	\$6.46	\$6.65	\$6.88	\$7.16			
		Year 7	11.9%	\$6.86	\$7.07	\$7.31	\$7.61			
		Year 8	12.6%	\$7.27	\$7.48	\$7.75	\$8.06			
		Year 9	13.3%	\$7.67	\$7.90	\$8.18	\$8.50			
	Year 10	14.0%	\$8.07	\$8.31	\$8.61	\$8.95				

NB Power Nuclear Extended Collective Agreement Rates

Sal Tab	Job Code Classification	Increase Type	Date	Step A	Step B	Step C	Step D	Step E	Step F	Step G
N59	N049 Security Guard	Increase	01-Oct-05	\$19.00	\$20.09	\$21.23	\$22.46	\$23.76		
		Increase	01-Oct-06	\$19.57	\$20.69	\$21.86	\$23.13	\$24.47		
		3.0% Increase	01-Oct-07	\$20.16	\$21.31	\$22.52	\$23.83	\$25.21		
		3.5% Increase	01-Oct-08	\$20.86	\$22.05	\$23.30	\$24.66	\$26.09		
		4.0% Increase	01-Oct-09	\$21.69	\$22.93	\$24.23	\$25.64	\$27.13		
N60	N050 Sr Security Guard	Increase	01-Oct-05	\$21.62	\$22.83	\$24.13	\$25.54	\$27.00		
		Increase	01-Oct-06	\$22.27	\$23.52	\$24.86	\$26.31	\$27.81		
		3.0% Increase	01-Oct-07	\$22.94	\$24.23	\$25.61	\$27.10	\$28.65		
		3.5% Increase	01-Oct-08	\$23.74	\$25.08	\$26.51	\$28.05	\$29.65		
		4.0% Increase	01-Oct-09	\$24.70	\$26.09	\$27.58	\$29.18	\$30.84		
N69	N188 NRFT Member IT	Increase	01-Oct-05	\$19.87						
		Increase	01-Oct-06	\$20.47						
		3.0% Increase	01-Oct-07	\$21.08						
		3.5% Increase	01-Oct-08	\$21.82						
		4.0% Increase	01-Oct-09	\$22.69						
N70	N189 NRFT Member	3.0% Increase	01-Oct-05	\$21.90	\$23.16	\$24.49	\$25.90	\$27.39		
		3.0% Increase	01-Oct-06	\$22.56	\$23.86	\$25.23	\$26.68	\$28.21		
		3.0% Increase	01-Oct-07	\$23.24	\$24.58	\$25.99	\$27.48	\$29.06		
		3.5% Increase	01-Oct-08	\$24.05	\$25.44	\$26.90	\$28.44	\$30.08		
		4.0% Increase	01-Oct-09	\$25.00	\$26.45	\$27.97	\$29.57	\$31.28		

NB Power Nuclear Extended Collective Agreement Rates

Sal Tab	Job Code Classification	Increase Type	Date	Step A	Step B	Step C	Step D	Step E	Step F	Step G
N71	N190 Sr NRFT Member	3.0% Increase	01-Oct-05	\$24.52	\$25.81	\$27.17	\$28.59	\$30.08		
		3.0% Increase	01-Oct-06	\$25.26	\$26.59	\$27.99	\$29.45	\$30.98		
		3.0% Increase	01-Oct-07	\$26.02	\$27.39	\$28.83	\$30.33	\$31.91		
		3.5% Increase	01-Oct-08	\$26.93	\$28.35	\$29.84	\$31.39	\$33.03		
		4.0% Increase	01-Oct-09	\$28.00	\$29.48	\$31.03	\$32.64	\$34.35		
N72	N224 NRFT Seargent	Range	01-Oct-05	\$25.19	\$26.52	\$27.92	\$29.40	\$30.95		
		3.0% Increase	01-Oct-06	\$25.95	\$27.32	\$28.76	\$30.28	\$31.88		
		3.0% Increase	01-Oct-07	\$26.73	\$28.14	\$29.62	\$31.19	\$32.84		
		3.5% Increase	01-Oct-08	\$27.67	\$29.13	\$30.66	\$32.28	\$33.99		
		4.0% Increase	01-Oct-09	\$28.78	\$30.30	\$31.89	\$33.57	\$35.35		

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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 service. Employees disentitled or disqualified from receiving Employment Insurance benefits are not eligible for the 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 EMPLOYEES

Salarles and Benefits:

Vacation

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

Statutory Holidays

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

Sick Leave (Short Term Disability)²

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.

Basic Life and AD&D

Benefit coverage shall be based on 2, 3 or 4 times half (**50%**) of the poistions's annual salary.

Overtime

Employees who work outside their part-time hours, but within the hours of the normal work day, shall be paid at straight time for all such hours. It is understood all such hours are worked on a voluntary basis.

Pension

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

Seniority

Employees will receive a full year credit for seniority purposes regardless of the number of hours worked during the year.

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. Failure to make this election at the conclusion of the trial period by either party indicates the job sharing arrangement is permanent. However, a job sharer may bid on any vacancy opened for competition in accordance with article 17.07 (a) or indicate an interest in consideration for positions which may be filled by means other than the competitive process under article 17.07 (e). 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 40 hours), 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 they have 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 Employer agrees to provide the remaining partner with ten calendar days' notice of the requirement to fill the position on a full time basis. Any short term sick leave absence with an expected duration of 5 working days or more shall be considered an "extended" absence.

6. 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) Basic Life and **AD&D** Benefit coverage shall be based on 2, 3 or 4 times half **(50%)** of the position's annual salary.

g) 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.

h) **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.

i) 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:

Service 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 their position at the top of the list until the requested year. Note that when an employee elects to specify a particular year for leave, they 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 CERTIFICATE

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

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

Responsibilities of Current Position

Restrictions: Please **X** All of the Boxes Below Which Apply

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

Please elaborate on physical/non-physical restrictions as it relates to current position.

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

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



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



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



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	_____

APPENDIX "H"

GUIDELINE/SCHEDULING LEAVES IN SUMMER PERIOD

100

Full Shift Assignment Employees **Scheduling Time Off During the Summer Period**

The following is a guideline for employees to outline the process currently used by the Employer in the administration of scheduling time off requests during the summer months for employees on full shift assignment:

1. All vacation requests and any requests for banked time off should be forwarded through your supervisor to the designated ASR for scheduling by June 20th in each year.
2. Coverage for vacation requests, where necessary, will be obtained from employees on scheduled time off first and then, where necessary, from employees in week 6 of their schedule.

Note: The rules in the collective agreement for scheduling vacation vs. banked time off will continue to apply in this situation; i.e., scheduled vacation has precedence over banked time off. This means that the necessary coverage for vacation must be in place before including the requests for banked time off for people in week 6 on the schedule. When vacation coverage is arranged, the banked time off will be added to the schedule and this banked time off will be considered approved for those week 6 employees. Week 6 banked time requests, for employees who are fully response team qualified, will be treated the same as vacation requests.

3. Requests for vacation and banked time off received after June 20th will be addressed on a case by case basis, subject to the following conditions:
 - Vacation requests after the 20th of June will not displace employees in Week 6 of the schedule who have requested banked time off prior to June 20th.
 - Vacation requests received after June 20th will be processed before banked time off requests received after June 20th, except for employees who are fully response team qualified as noted above.
4. The need for employees to address unforeseen events (i.e., unplanned outages, outage extensions, etc.) may result in the cancellation of:
 - 1st – banked time off
 - 2nd – vacation
5. This guideline is not incorporated into the collective agreement and its provisions are not enforceable through the grievance or arbitration process. The Employer retains the right to manage requests for time off. As a result, this guideline may be amended or cancelled by the Employer.



Summary of the Tentative Agreement for an extension of the collective agreement between NB Power and Local 37 of the IBEW.

OVERVIEW

Local 37 has met with NB Power in order to negotiate an extension to the "Nuclear Generation Bargaining Unit" collective agreement covering all IBEW members at Point Lepreau. We are pleased to announce the completion of that process and we **are recommending the unanimous acceptance of the extension**. We feel this agreement will help secure the future of Point Lepreau and its existing and future employees.

EXECUTIVE BOARD RECOMMENDATION

Discussions for an extension to the Nuclear Generation Collective Agreement are complete and your Executive Board is recommending membership acceptance.

Fraternally,

Wade Greenlaw - Business Manager

Steve Hayes - President

Larry Bailey, Romeo Bourque, Gaetan Chlaason, Terry Ellis, Peggy Galbraith, Gerard Kenna, Reg LeBlanc, Serge Noel, Allie Porter, Mike Proud, Al Sealey, Cathy Shea, Gordie Simpson, Don St. Pierre, Doug Wallace

These are the details of the extension agreement:

- The extension takes effect only if the provincial government decides to proceed with the refurbishment and the project actually goes forward with a start date between April and December 2008;
- Expiration date of the collective agreement will be extended from December 31, 2007 to December 31, 2010;
- The cost of living increase of 0.8% scheduled for October 1, 2007 will be increased by 2.2% (for a total of 3.0%);
- There will be additional cost of living increases of 3.5% on October 1, 2008 and 4.0% on October 1, 2009;
- Employees will receive a one day paid "floater" holiday per year effective the date of signing of the extension to the collective agreement (as per vacation entitlements, scheduling is subject to supervisory approval). The time off must be used in each calendar year, if it is not taken, it will not be paid out and shift employees must schedule their time off so that overtime is not required to replace them;
- Effective the date of signing of the extension to the collective agreement, if an employee with temporary status contributes to NB Power's Group RRSP plan, the Employer will match the employee's contributions up to a maximum of 4% of the employee's actual base salary in each year.
- There are no other changes to the Collective Agreement.

APPENDIX "G"

LETTERS OF AGREEMENT



Énergie NB Power

Nucléaire Nuclear

Point Lepreau Generating Station
P.O. Box 600, Lepreau, N.B.
E5J 2B6

June 26, 2007

File Nos.

Mr. **Gary Munn**
Assistant Business Manager
I.B.E.W., Local 37
138 Neill Street
Fredericton, NB
E3A 2Z6

Dear **Gary**:

Subject: Changes to Conditions for Emergency Response Team and Nuclear Response Force **Benefits**

NBPN is required to have a qualified Emergency Response Team (**ERT**) and Nuclear Response Force (**NRF**) on shift at all times. The standard that team members are required to meet has increased personal demands **since** the signing of the Collective Agreement. **ERT** and **NRF** qualification requires medical, physical, **as well as** specific skill qualifications that are renewed yearly. In practice this requires a member to maintain their level of physical fitness.

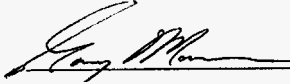
The following actions are recommended in order to address ongoing concerns and to support team members as they continue to maintain the required physical fitness levels. **This** arrangement is intended to be an interim solution **as the** Station continues to analyze **ERT** and **NRF** resource needs. These recommendations are outside of the current Collective Agreement and therefore **further** to our discussions, please find the terms of this agreement detailed below:

1. Effective on June 1, 2007 and once yearly, Emergency Response Team Members and employees of the **Nuclear** Response Force required by the employer to qualify to prescribed physical fitness levels **shall** receive a sum **of \$300.00**. This money is intended to assist employees with expenses incurred for physical fitness conditioning.
2. This lump sum payment is in addition to the terms and compensation outlined in Article 18.05.
3. For subsequent years, payment **will** be made annually on successful completion of physical testing **as** outlined in job requirement documentation. **This** payment **will** normally be made in the fall of the calendar year.
4. NB Power Nuclear will provide **sixty (60) days** notice upon the cancellation of this agreement.

Please signify your agreement as indicated below.



Colin Nichols
Manager, Labour Relations



Assistant Business Manager Local 37

CN/ms

cc: J. Doucett
C. Riley

105



Energie NB Power

February 6, 2007

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

Corporation Holding
de portefeuille Corporation

Dear Ross:

RE: Medical & Dental Benefits for Employees on Longer Term Disability

In accordance with article 13.05 of the collective agreements between the Union and NB Power Genco, Nuclearco, Transco and Disco, the Employer has agreed to maintain medical and dental coverage for employees who are receiving Long Term Disability (LTD) benefits. At the last Joint Benefits Advisory committee meeting on January 19th, I understand that an agreement was reached between representatives of the Union and management for the five corporations in the NB Power Group of Companies concerning the benefits that would be available to these employees.

As a result, effective January 1, 2007, any employee who has been approved to receive LTD benefits with Assumption Life will be transferred from their existing coverage to the Managed Care Medical option and the Economy Dental option. It was also agreed that employees who were on LTD prior to January 1st will be given the choice of remaining at their current benefit level or transfer to the Managed Care Medical option and the Economy Dental option. Once they make this choice, they cannot change their decision while they remain on LTD.

Please signify your agreement by signing as indicated below.

Yours truly,

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

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

- cc F. Ouellette
M. Poirier D. Poirier
J. Wellman C. Richard
A. Allen C. Murray
J. Doucett G. Campbell
S. Desrosiers V. Fowler
K. Jardine D. Morehouse



Énergie NB Power

Nucléaire Nuclear

January 31, 2007

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

Dear Ross:

RE: Changes to Conditions relating to the Response Team Benefits

NBPN is required to have a qualified response team on shift at all times. The standard that response team members are required to meet has increased personal demands on response team members since the signing of the Collective Agreement. Response team qualification requires medical, physical as well as specific skill qualifications that are renewed on a yearly basis. In practice this requires a member to maintain their level of physical fitness and to conduct response team training as well as exercise drills. For those members in the Maintenance Unit or Chemistry Department, it implies they are assigned to shift. The station requires sufficient numbers of response team members to meet minimum staff complement levels while still allowing for sickness and the accommodation of leave requests.

A number of incentives were included in Article 18.05 of the Collective Agreement to compensate response team members for the extra demands placed on them. Representatives from the response team have indicated that in practice the benefits of these incentives do not adequately compensate for the extra demands required of being a response team member.

The following actions are recommended in order to support and address on-going concerns surrounding restrictions on the use of response team leave, use of banked time and eligibility for response team premium. This arrangement is intended to be an interim solution as the Station continues to analyze response team resource needs. These recommendations are outside of the current Collective Agreement detailed in Article 18.05 and therefore further to our discussions, please find the terms of this agreement detailed below:

1. When response team members are granted use of banked time or response team leave, the condition stated in Article 18.05 b) iii) requiring employees to reimburse time off at replacement value will be waived.
2. Response team members on full shift assignment will receive the \$1 per/ hour premium regardless of whether they are assigned to response team coverage on that particular shift. This includes O week training.

NB Power Nuclear will provide sixty (60) days notice upon the cancellation of this agreement.

Please signify your agreement as indicated below.

Cindy Riley
Supervisor, Labour Relations & Employment

Ross Galbraith
Business Manager local 37

c.c. J. Doucett
G. Campbell



Énergie NB Power

Nucléaire Nuclear

January 31, 2007

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

Dear Ross:

RE: Hiring of Former Bargaining Unit Employees – PLGS Outage 2007

In the past NBPN has identified the need to hire former bargaining unit employees to perform emergent work during planned and forced outages to supplement the current workforce, utilize their many years of experience with the Station and mentor less experienced employees.

This practice has caused some difficulty between IBEW Local 37, NB Power Nuclear, NMA workers and current bargaining unit employees around the issue of former bargaining unit employees paying union dues.

In the past former bargaining unit employees returning to work for specific periods of time were given the option of paying union dues. This issue became contentious in 2006 when one returning employee refused to voluntarily contribute.

Therefore, in the spirit of our partnership with IBEW Local 37 and the significance of the seriousness of this matter we have agreed to the following terms and conditions of work for individuals re-hired to perform emergent during the PLGS Outage 2007:


1. In order to secure the flexibility of this practice of retired former bargaining unit employees returning to work for emergent work; employees will agree to have a specified amount deducted from their wages as a form of dues. **Dues will be** deducted and remitted to the Union for the period starting with the returning employee's first day of employment;
2. Except as specified in this agreement, the returning employee's terms and conditions of work will **be** in accordance with the Employment Standards Act and any other applicable legislation or corporate policy;
3. Where the employer requires the returning employee to work overtime, all hours in excess of their normal hours of work will **be** paid at prevailing overtime rates;
4. Travel required by **the** employer will be in accordance with article 12 of the collective agreement and the travel and accommodation policies of NB Power;

5. *Returning employees are not members of the bargaining unit and have no rights under the collective agreement, they have no right to file a grievance or to adjudication under the collective agreement. However, if they have a complaint concerning their terms and conditions of work, they may raise the issue with NB Power's internal ombudsman and the Union may provide assistance. The Union may also provide assistance if a returning employee is required to attend a disciplinary meeting with their supervisor;*

Please signify your agreement as indicated below.



Cindy Riley
Supervisor, Labour Relations & Employment



Ross Galbraith
Business Manager Local 37

c.c. J. Doucett
G. Campbell



Énergie NB Power

July 17, 2006

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

Dear Wade:

Re: Salary Treatment for Employees in Apprenticeship Programs

On June 19th we met with you, Ross and Steve to discuss some changes to our apprenticeship programs. As discussed, the training for Power Line ~~Designer~~ and Engineering Assistant classifications **will** no longer be treated as part of a formal apprenticeship program. As a condition of employment, employees in these classifications will **still** be required to successfully complete all of the training and any certification requirements. However, normal promotional and **progression** rules **will** apply to their compensation. We have a number of employees who are currently in the PLD or EA classification who have been prevented from proceeding to the top step of their range as they were unable to complete the training program due to the courses not being available. As article 8.03 (e) no longer applies to their classifications, their future wage rates will be adjusted to reflect these changes. The **only** retroactive adjustment will be to provide the January 2006 cost of living increase and any step increases that would have occurred since that date.

The Distribution System Operator and ~~Electrical~~ Mechanic classifications will continue to be treated as classifications with an apprenticeship program. We have **also** decided to divide each of these classifications into **two** classifications, one for employees in the apprenticeship stage of **their** training and one for employees who have completed the training and achieved their certification. **This** will be consistent with our other apprenticeship classification for Power Line Technicians. As you know from our meeting, we have not changed the number of steps **from** the former range for these classifications and **the** rates **remain** the same (see attachment).

For employees in apprenticeship classifications, when employees are hired, bid or assigned to an apprenticeship classification, their level of training and experience is assessed to determine what step in the range they should be placed on for the purposes of their base rate. In addition, depending on where they are coming from, their current rate of compensation may be higher than their base rate so certain adjustments are required. As discussed, we have made some revisions to those guidelines (attached) to provide more flexibility in the assessment and to allow for cost of living increases for most employees whose compensation rate is frozen on step. I believe that these revised guidelines are also **going** to be used by the other NB Power companies and have copied this letter to them so that they can confirm their intentions with you. Once again, thank you for participating in this discussion – your input is always appreciated.

Yours truly,

Susan A. Currie

Director, Labour Relations, NB Power Distribution & Customer Service

cc: R. Galbraith, S. Hayes

S. Desrosiers, V. Fowler

CHROfficers, Labour Relations and Compensation Managers/NB Power Group

SALARY TREATMENT FOR **INDIVIDUALS** ENTERING INTO APPRENTICESHIP POSITIONS

Application:

This guideline applies to all classifications where an apprenticeship is required.

The following outlines the salary treatment for employees entering an apprenticeship classification. Where exceptional conditions exist, a deviation from this guideline may be approved. The reasons for the proposed exception must be documented, approved by the Chief Human Resources Officer and the decision communicated in writing to the Union.

Salary Treatment

1. Current salary at or below the entry level of the apprenticeship rates: 5% increase will be applied to the employee's current salary, and placed on the nearest, next highest step in the apprenticeship range. If necessary, salary is then frozen on step until normal progression (see note below) through the apprenticeship program results in the employee's training catching up with the frozen rate. Employee receives general increases.
2. Current salary falls somewhere within apprenticeship range: 5% increase will be applied to the employee's current salary, and placed on the nearest, next highest step in the apprenticeship range (up to the step before the top). Salary is then frozen on step until normal progression through the apprenticeship program results in the employee's training catching up with the frozen rate. Employee receives general increases.
3. Current salary is above highest rate in the apprentice range but within the range of the certified classification: Salary is frozen on the nearest, next highest step to the employee's current rate (but below the highest rate) until normal progression through apprenticeship program and certified classification results in the employee's training catching up with the frozen rate. Employee receives general increases.
4. Current salary is above highest achievable rate of certified classification:
 - In a **bid situation**, salary will be immediately brought down to the step before the highest achievable rate of the **certified** classification and remain frozen until normal progression through the ranges of the apprenticeship and certified classifications results in the employee's training catching up with the compensation rate. Employee receives general increases,
 - In situations covered by Article 8.02 b) of the Collective Agreement, the employee's compensation rate will be frozen for 2 years and regraded based on the highest achievable rate for the new classification. It will remain frozen until normal progression through the ranges of the apprenticeship and certified classifications results in the employee's training catching up with the frozen rate. The employee will not receive any step or general increases until this time.

Note:

In all cases, the length of training required will be determined by the Apprenticeship Coordinator who will evaluate whether any credit will be given for experience or training achieved in other certified trades and/or actual time spent working in the new classification. Any credit will be made by adjusting the employee's anniversary date upon appointment to the apprenticeship classification. Once the training and salary levels are established, normal rules of progression as per the collective agreement will apply. Employees whose level of training is set at a step below their step in the salary level (i.e., base rate vs. compensation rate) will begin receiving step increases when their base rate catches up with their compensation rate.

Apprenticeships

		A	B	C	D
App ElectricalMech 4 yr apprenticeship		yr one	yr two	yr three	yr four
	01-Jan-05	15.97	17.82	19.89	22.19
	01-Jan-06	16.37	18.27	20.39	22.75
	01-Jan-07	16.95	18.92	21.11	23.55
Certified Electrical Mechanic		A	B	C	
	01-Jan-05	24.77	25.98	27.26	
	01-Jan-06	25.39	26.64	27.94	
	01-Jan-07	26.28	27.57	28.92	
App Dist System Operator 3 yr apprenticeship		A	B	C	
		yr one	yr two	yr three	
	01-Jan-05	24.43	26.28	28.22	
	01-Jan-06	25.03	26.93	28.92	
Certified D S O		A	B		
	01-Jan-05	29.65	31.20		
	01-Jan-06	30.39	31.98		
	01-Jan-07	31.45	33.10		

Internal Training Programs

		A	B	C	D	E	F	G
Engineering Assistant	01-Jan-05	16.61	18.52	20.67	23.06	25.74	27.00	28.31
	01-Jan-06	17.02	18.98	21.18	23.63	26.38	27.68	29.02
	01-Jan-07	17.60	19.63	21.91	24.45	27.30	28.65	30.04
Powerline Designer		A	B	C	D	E		
	01-Jan-05	16.31	18.94	21.58	24.22	26.86		
	01-Jan-06	16.71	19.41	22.11	24.82	27.53		
	01-Jan-07	17.30	20.09	22.89	25.69	28.49		



Énergie NB Power

Nucléaire Nuclear

March 21, 2005

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

Dear Wade:

RE: Job Sharing Program for Shift Workers

Appendix "D" of the Generation Nuclear Operational Collective Agreement documents the process for administering the Job Sharing Program for Day Workers at Point Lepreau, however recently two Production Workers have requested a job sharing arrangement. Therefore this Letter of Agreement will serve to outline the details of job sharing arrangements for a shift position.

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 an equally qualified partner (as determined by Management) 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. Failure to make this election at the conclusion of the trial period by either party indicates the job sharing arrangement is permanent. However, a job sharer may bid on any vacancy opened for competition in accordance with article 17.07 (a) or indicate an interest in consideration for positions which may be filled by means other than the competitive process under article 17.07 (e).
4. In most cases, the average number of hours worked per normal shift cycle for individual employee shall be one-half the hours required to staff the position on a full time basis; 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 they have been in the job sharing position for at least one year. In such circumstances the full time position will be opened for bid within that general work location only.
- c) Where one partner is absent due to maternity/adoption leave, an extended period of short term sick leave, long term sick leave, jury duty, bereavement, statutory holidays, family leave or vacation, the remaining partner will fill the position on a full time basis for the duration of the absence. The Employer 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 five working days or more shall be considered an "extended" absence.



Énergie NB Power

Nucléaire Nuclear

Point Lepreau Generating Station
P.O. Box 600, Lepreau, N.B.
E5J 2R6

June 26, 2007

File Nos.

Mr. Gary Munn
Assistant Business Manager
I.B.E.W., Local 37
138 Neill Street
Fredericton, NB
E3A 2Z6

Dear Gary:

Subject: Changes to Article 18.04 a) Terms and Conditions relating Safety Footwear

In the interest of expeditiously processing staff through security monitoring equipment and in particular metal detectors into Point Lepreau Generating Station, NB Power Nuclear will institute a requirement for all staff to wear non-metallic safety footwear when entering or working within the existing security protected area.

The following actions are recommended in order to support the implementation of this requirement. These recommendations are an amendment to the current Collective Agreement detailed in Article 18.04 a) and therefore further to our discussions, please find the terms of this agreement detailed below:

1. All employees who are required by Legislation or NB Power Safety Rules to wear safety footwear on a regular basis shall be receive an annual allowance of \$150.00 to purchase non-metallic CSA approved footwear.
2. Employees will be given until December 31, 2007 to procure such approved footwear.
3. Employees who require safety footwear but do not wear such footwear on a regular basis will receive an allowance this calendar year and every three years thereafter.
4. This allowance shall be payable on or about August 01, 2007 and June 01 for subsequent years to employees who are on the payroll on those dates.
5. NB Power Nuclear will provide sixty (60) days notice upon the cancellation of this agreement.

Please signify your agreement as indicated below.



Colin Nichols
Manager, Labour Relations



Gary Munn
Assistant Business Manager Local 37

CN/ms

cc: J. Doucett
C. Riley

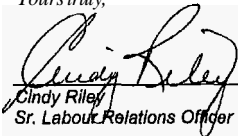
6. a) **Vacation**
Vacation entitlement above what is not included in shift schedules shall be pro-rated according to the number of hours worked.
- b) **Statutory Holidays**
Payment for the eleven holidays specified in the Collective Agreement shall be pro-rated according to the number of hours worked. 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. If a statutory holiday falls on the employee's scheduled day off, they will receive their next scheduled work day off with their normal eight (8) hours of pay. There will be no extra compensation for the statutory holiday.
- 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 shall be pro-rated according to the number of hours worked. 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. If a partner cannot be found internally, the Human Resources Division will provide assistance in finding a partner.
- e) **Health Care Benefits (Including Denial Care)**
Benefits will be the same as for full-time employees. Costs will not be pro-rated.
- f) **Basic Life and AD&D**
Benefit coverage shall be based on 2, 3 or 4 times half (50% of the position's annual salary).
- g) **Overtime**
Employees, who work outside their job sharing hours, but within the hours of the normal work cycle, 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.

Each employee will be required to work appropriate levels of overtime i.e. outages. The appropriate level is determined to be no more than half of one fulltime equivalent position within the Department.
- h) **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.
- i) **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.
- j) **On-Call**
When there is a requirement for a Job Sharing employee to be placed on call, the individuals will decide who will be on call for the required period of time, Supervision must be notified in all cases.

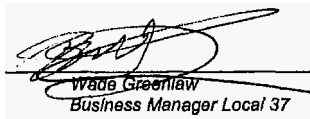
- k) **Mutual Exchanges**
All mutual exchanges of shifts may be arranged between the Job Sharing employees; approval of the Supervisor is required. All exchanges of shifts must follow the SI-0136-A45 on "Hours of Work Limitations".
- l) **Banked Overtime**
Banked overtime shall be pro-rated according to the number of hours worked.
- m) **Radiation Protection Training (RPT) Allowance and Boot Allowance**
Allowance will be the same as for full-time employees.
- n) **Emergency Response Team**
Compensation or elected response team leave will be pro-rated according to the number of hours worked.
- o) **Training**
Both employees may be required to participate in training on the same day

Please signify your agreement by signing as indicated below:

Yours truly,



Cindy Riley
Sr. Labor Relations Officer



Wade Greenlaw
Business Manager Local 37

c.c. S. Desrosiers
G. Campbell
D. Ingleton
E. Gardiner
G. Brown



Énergie NB Power

Nucléaire Nuclear

January 31, 2005

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

Dear Wade:

RE: Correction to Schedule "B" – 2002 Outage Agreement – PLGS

Further to our Letter of Agreement dated February 13, 2002 re. Outage Schedule 2002 – PLGS an error has been discovered in Schedule "B" – 2002 Outage Agreement with respect to the Fuel Handling work group – "C" Crew and "F" Crew. This error would result in a violation of the Hours of Work limitations Station Instruction A045.

In order to make this correction, Schedule "B" – 2002 Outage Agreement will be amended as follows:

- Crew "C" and Crew "Y" – Week Two – each be given Friday off (mark as "Y")
- Crew "C" – Week Three – Monday be marked as Days ("D")
- Crew "F" – Week Three – Monday be marked as Nights ("N")

Changes are illustrated and shaded in grey in the table below:

Fuel Handling

Crew	Tour One					Week Two					Week Three					Week Four					Week Five									
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S		
A	D	D	D	D	X	D	D	D	D	D	D	X	D	D	D	X	X	D	D	D	D	D	D	X	D	D	D	D	X	
B	D	D	D	D	X	D	D	D	D	D	D	X	D	D	D	D	X	D	D	D	D	D	D	X	D	D	D	D	X	
C	D	D	D	D	X	D	D	D	D	D	D	X	D	D	D	D	X	D	D	D	D	D	X	D	D	D	D	D	X	
D	N	N	N	N	X	N	N	N	N	N	N	X	N	N	N	X	X	N	N	N	N	N	N	X	N	N	N	N	X	
E	N	N	N	N	X	N	N	N	N	N	N	X	N	N	N	N	X	N	N	N	N	N	N	X	N	N	N	X	N	
F	N	N	N	N	N	X	N	N	N	N	N	N	N	N	N	N	X	N	N	N	N	N	N	X	X	N	N	N	N	X

Please signify your agreement by signing as indicated below.

Yours truly,


Cindy Riley
Sr. Labour Relations Officer


Wade Greenlaw
Business Manager Local 37

c.c. S. Desrosiers
W. Theriault
B. Smith



November 23, 2004

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

Dear Wade:

RE: **Personal Leave – Appendix "E"**

Appendix "E" of the Generation Nuclear Operational Collective Agreement documents the process for approving, selecting, applying and managing the Personal Leave Program for ASR's at Point Lepreau. In 2004 the ASR work force at Point Lepreau was reorganized from a "pool" of employees to report to specific work groups. Due to the change in our organizational structure the terms and conditions previously documented in Appendix "E" covering Personal Leave are no longer relevant.

For the purposes of outlining the changes to Personal Leave please note the following:

Approval

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

Selection

The immediate area Supervisor will be responsible for approving Personal Leave according to the following criteria:

- e. Operational requirements continue to be met. This may be through backfilling the position with a casual/ temporary status or student resource or reassigning duties to other employees.
- b. Human Resources will make every effort to backfill the need by employing a previously trained resource if one is available and without causing disruption to another work group to do so.
- c. The immediate area Supervisor will complete a staffing request in order to facilitate a backfill for the Personal Leave applicant.
- d. In the event two or more employees from the same work group request Personal Leave for the same period of time the immediate area Supervisor retains the right to approve only one applicant. Approval will be based on seniority in the first year of occurrence. In subsequent years, should the same applicants apply for the same period of time, applicant approval will be alternated.
- e. Employees are to specify the dates they wish to apply for Personal Leave on their initial request to the immediate area Supervisor with a copy to Labour Relations.

Applications

Applications for Personal Leave for the upcoming calendar year must be submitted in writing to the immediate area Supervisor, with a copy to the Labour Relations Department, by no later than July 31st of the prior year. The immediate area Supervisor will make decisions as to the approval of individual applications by August 15th of the prior year. At the time of approval the immediate area Supervisor will submit a staffing request to facilitate a backfill for the Personal Leave applicant. Management reserves the right to cancel a pre-approved leave should operational requirements dictate.

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 four 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 eight 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 1st 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.

as

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 12 months following return from maternity leave.

Please signify your agreement by signing as indicated below:

Your truly,



Cindy Riley
Sr. Labour Relations Officer



Wade Greenlaw
Business Manager Local 37

c.c. S. Desrosiers
G. Campbell



Energie NB Power

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

November 23, 2004

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

Dear Wade:

RE: Market Adjustment for Simulator Instructors – Point Lepreau GS

in June of 2001, a salary adjustment identified as "Knowledge Recognition" was approved to create internal pay equity for Simulator Instructors when compared to Control Room Operators. This salary adjustment was implemented retroactive to April 1, 1999, to regain pay equity lost from previous Control Room Operator salary increases.

This Issue was included in the Collective Agreement as a Letter of Agreement (July 25, 2001: Market Adjustment for CRO's/SS's/SI's – PLGS). The terms and conditions contained therein were intended to bring wage parity on a go-forward basis. The wage parity Issue still exists, however, as the level of "knowledge recognition" paid to Simulator Instructors has not kept pace with Control Room Operator salary increases occurring since the date of the Letter of Agreement.

In order to honor the intent of the original Letter of Agreement, the level of "knowledge recognition" paid to Simulator Instructors shall be adjusted as required to resolve pay equity issues retroactive to July 25, 2001. These adjustments will result in the following:

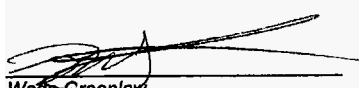
- ◆ 5 Simulator Instructors will receive a retroactive salary adjustment from 2001 to 2004
- ◆ 1 Simulator Instructor will receive a retroactive salary adjustment from 2003 to 2004
- ◆ 1 Simulator Instructor will receive a retroactive salary adjustment for 2004.

In addition, the level of "knowledge recognition" paid to Simulator Instructors shall follow scheduled increases as identified in Appendix "A" (attached), to ensure that the intent of the original Letter of Agreement is honored in the future.

Please signify your agreement by signing as indicated below.

Yours truly,


Cindy Riley
Sr. Labour Relations Officer


Wade Greenlaw
Business Manager Local 37

c.c. S. Desrosiers
G. Campbell

Appendix "A"

*Knowledge Recognition Adjustment Levels for Simulator Instructor
2001 – 2010*

Effective Date	Knowledge Recognition Level
25-Jul-01:	\$6,735
01-Oct-01:	\$8,170
27-Sep-02:	\$11,872
01-Oct-02:	\$9,246
01-Sep-03:	\$10,973
01-Oct-03:	\$11,118
01-Sep-04:	\$11,264
01-Oct-04:	\$11,409
01-Oct-05:	\$11,638
01-Oct-06:	\$11,867
01-Oct-07:	\$11,763
01-Oct-08:	\$11,513
01-Oct-09:	\$11,222



Energie NB Power

September 8, 2004

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

Dear Wade:

R E PLGS Refurbishment – Tentative Agreement to Extend the
Generation Nuclear Operational Group Collective Agreement

Further to our discussions, the Parties have reached a tentative agreement to extend the current collective agreement until December 31, 2010, if the refurbishment project for PLGS is approved and goes forward in 2008.

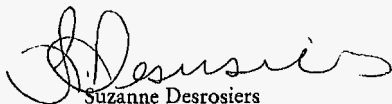
The agreement consists of the following terms and conditions:

- Extension is contingent on the provincial government making a decision to proceed with the refurbishment project and the project actually going forward with a start date between April and December 2008;
- Expiration date of the collective agreement will be extended from December 31, 2007 to December 31, 2010;
- The cost of living increase of 0,8% scheduled for October 1, 2007 **will** be increased by 2.2% (for a total of **3.0%**);
- There will be additional cost of living increases of 3.5% on October 1, 2008 and 4.0% on October 1, 2009;
- Employees will receive a one day paid “floater” holiday per year effective the date of signing of the extension to the collective agreement (**as** per vacation entitlements, scheduling is subject to supervisory approval). The time off must be used in each calendar year, if it is not taken, it will not be paid out and shift employees must schedule their time off so that overtime is not required to replace them,
- Effective the date of signing of the extension to the collective agreement, if an employee with temporary status contributes to NB Power’s Group RRSP plan, the Employer will match the employee’s contributions up to a maximum of 4% of the employee’s actual base salary in each year.

We agreed to take this proposal to our Executive and Board to request a mandate to conclude a tentative agreement with you and that request was approved. As a result, the Union has agreed to recommend this agreement to its members and seek ratification of the extension to the Collective Agreement.

Please signify your agreement by signing as indicated below.

Yours truly,



Suzanne Desrosiers
Chief Human Resources Officer
N B Power, PLGS



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



EnergieNB Power

August 29, 2004

Mr. Wade Greenlaw
Business Manager
I.B.E.W., Local 37
138 Neill Street
Fredericton, N. B.
B3A 2Z6

Dear Wade:

RE: Rate Schedule Effective Date for Nuclear Response Force (NRFT) Classifications

On August 28, 2003, the Canadian Nuclear Safety Commission (CNSC) provided authorization for 16 Nuclear Security Guards (NSGs) and Senior NSGs to carry weapons, therefore assuming the role of Nuclear Response Force Team (NRFT) members and Senior NRFT members. The 16 NSGs and Senior NSGs were provided with "Acting" pay until the NRFT and Senior NRFT rate schedules became effective October 2, 2003.

Classification dates and merit dates for these 16 employees are based on the NRFT and Senior NRFT rate schedules becoming effective October 2, 2003. It is recognized that their classification dates and merit dates should be based on August 28, 2003, the date that these 16 employees first assumed the role of NRFT members and Senior NRFT members.

A change in the effective dates for NRFT and Senior NRFT rate schedules from October 2, 2003 to August 28, 2003 will enable payroll and time entry information systems to accept the following.

- August 28, 2003 as the classification date for the 16 employees
- August 28, 2004 as the merit date for the 16 employees

Recognizing that the 16 employees have received "Acting" pay for the period August 28, 2003 to October 1, 2003, changing the rate schedule effective dates shall result in no financial retroactivity issues.

Please signify your agreement by signing as indicated below.

Yours truly,


Cindy Riley
Senior Labour Relations Officer


Ross Galbraith
Asst. Business Manager, Local 37

cc: S. Desrosiers
A. Eldridge

RS



Énergie NB Power

January 29, 2004

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

Dear Wade:

RE: PLGS - "families" for Fuel Handling Maintainers

Recently, we have created **two** new classifications at the Station: Mechanical Maintainer/Fuel Handling and Electrical Maintainer/Fuel Handling. The compensation rate for these classifications has been established as the same range as the Fuel Handling Specialist III in Training.

For the purposes of article 17.03 of the Collective Agreement (Layoff of Regular Employees) we have agreed that these classifications will belong to the "family" of classification indicated below:

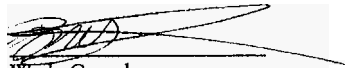
- Mechanical Maintainer/Fuel Handling will be in family #5 - Mechanical Maintainer
- Electrical Maintainer/Fuel Handling will be in family #6 - EI&C Maintainer.

Please signify your agreement by signing as indicated below.

Yours truly,



Susan A. Currie
Director, Labour Relations



Wade Greenlaw
Business Manager, Local 37

cc: S. Desrosiers
N. Sawyer



NEW BRUNSWICK POWER
ÉNERGIE NOUVEAU-BRUNSWICK

94-01-21
515 King St.
P.O. Box 2000
Fredericton, NB
E3A 2Z6

Mr. John Cole
Business Manager,
I.B.E.W. Local 2309
138 Neill Street
Fredericton, NB
E3A 2Z6

Dear Mr. Cole,

Re: Group Grievance/Variance from Master Work Schedule

As you recall we have agreed to pay "rest pay" on a without prejudice basis on the understanding that this letter of agreement will clarify the interpretation of article 9.43 of the collective agreement.

Therefore, both parties agree that a person can be varied from his/her Master Schedule simply by being requested verbally to work one of the shifts described in 9.43 a) that is different from the current shift being worked. Clauses 9.43 b) or c) ensure that the employee will be paid the prevailing overtime rate until 7 days or 56 hours (depending on the reason for the shift change) have expired following written notification of the shift change. Receipt of written notification has no bearing on determining if a variance has occurred; it only determines when the Short Notice premium will end.

Jean-Paul Morel
Manager, Labour Relations

John Cole
Business Manager,
I.B.E.W. local 2309

c.c. B. Pilkington
K. Stratton



September 16, 2003

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

Dear Wade:

RE: PLGS – Family of Classifications/NRFT and Sr. NRFT

As you are aware, as our Nuclear Security Guards complete their training and are reclassified to Nuclear Response Force Team members, an adjustment is required for article 17.03 (a) of the collective agreement. This article sets out the layoff procedure for employees who were formerly members of the Technical Non-Supervisory Group. In this case, layoff is done on the basis of service in a family of classifications.

Currently, our security guards have their own family of classification. As a result of the creation of the NRFT and Sr. NRFT classifications, we have agreed to establish a new group under article 17.03 (a)(ii). NSGs and Sr. NSGs who are reclassified as NRFT or Sr. NRFT, will bring their service as security guards with them to be included in the calculation of their service in the new family of classification,

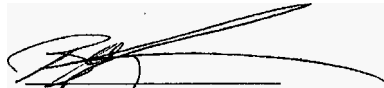
Please signify your agreement by signing as indicated below.

Yours truly,



Susan A. Currie

Director, Labour Relations



Wade Greenlaw
Business Manager

cc S. Desrosiers

B. Tulk

D. Boyd



Énergie NB Power

July 28, 2003

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

Dear Wade:

Re: Seniority for Temporary Employees

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

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

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

Yours truly,

Susan A. Currie
Director, Labour Relations

Wade Greenlaw
Business Manager

cc A. Allen
J. Doucett
S. Desrosiers
F. Ouellette
L. Aube



Énergie NB Power

May 30, 2003

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

Dear Wade:

RE: PLGS Salary Ranges for NRFT Member Classifications

Further to our meeting on May 20th and earlier discussions, we have had an opportunity to review the salary ranges for the NRFT classifications with Compensation, PLGS and members of our executive. We have also reviewed the interests you raised concerning time during the workday for physical training and a requalification bonus. It is our intention, as we establish the routines and work assignments for this classification to incorporate time into the schedule for physical activities training. As we have more details about how we can accomplish that, the information will be shared with Local 37 and the employees. However, we do not think a requalification bonus is an appropriate form of compensation for these classifications. As the requirements for physical fitness, firearm certification, etc. (as set out in the position analysis) are the minimum requirements for employment in these classifications, we believe that compensation for these elements of the position are appropriately incorporated into the base rate.

We are anticipating that things should be in place so that the first security guards will be moved into the NRFT classifications sometime this Fall. As a result, the salaries noted below have been calculated to include the cost of living increases under the collective agreement that are effective October 1, 2003. There are three classifications: NRFT member, Senior NRFT member and a NRFT member-in-training. The salaries will be as follows:

- NRFT Member:

A	B	C	D	E
20.41	21.58	22.82	24.13	25.52

- Senior NRFT Member (top of range at 10% above NRFT member):

22.87	24.07	25.34	26.67	28.07
-------	-------	-------	-------	-------

/ ... 2

- NRFT Member-in-Training:

18.37

Then NRFT Member-in-Training will be used for employees when they are initially hired into this classification. Normal progression to an NRFT member would be after one year. However, they will not be reclassified as NRFT members until they have completed all of the requirements (including CNSC approval) to qualify for that classification.

Yours truly

A handwritten signature in black ink, appearing to read 'S. Currie', with a long horizontal line extending to the right.

Susan A. Currie
Director, Labour Relations

cc B. Tulk
G. Watts
G. Campbell
S. Desrosiers



Énergie NB Power

May 21, 2003

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

Dear Wade:

RE: PLGS NRFT Candidates Holland College/Hours & Compensation

Further to our discussion yesterday, we have provided and discussed the schedule for training at Holland College with the NRFT candidates who will be attending. In addition, we provided formal notice of the variance to days for these employees on Friday, May 16th. As indicated in that notice, we discussed the hours of work for the training and the appropriate compensation for overtime hours with you today. Article 9.05 of the collective agreement contemplates a variance to a specific shift. However, the training program's hours and breaks do not conform to our normal work conditions. As a result, we have agreed to the following as the appropriate compensation for the program.

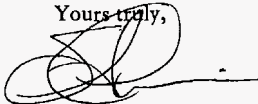
Employees will be paid for the first eight hours of training (08:00 to 16:00 hours) at their normal hourly rate. With the exception of the supper break, any additional training time (including breaks between sessions) will be considered overtime and will be paid at the prevailing overtime rate. The hour break for supper will be unpaid time. For the purpose of establishing the appropriate rate, notwithstanding the definitions provided in article 10.02, all overtime will be defined as "scheduled overtime" and we have agreed that the appropriate notice has been provided. The schedule may be subject to change without notice. However, if less than 12 hours actual notice is provided, the overtime will still be considered to be "scheduled" as per the collective agreement and such change will not result in the overtime being converted to "call out" overtime.

During the initial planning stages, employees would have been required to pass their physical assessment prior to being accepted into the training program. However, as a result of an agreement between NB Power and the CNSC they have been allowed to do that assessment during the training program. Each employee is responsible to ensure that they take whatever steps are necessary to pass this physical assessment. We have made arrangements, at our expense, for employees to have the assistance of trained staff at the college

and time for this has been built into the schedule. We expect employees to take advantage of this assistance, however that time will not be included in the calculation of their hours of work and employees will not be compensated for this time. We have also made arrangements for the college to provide remedial training if an employee requires assistance. Any remedial training outside of the scheduled hours of training will be unpaid time.

Please indicate your agreement by signing below. Once this first course is completed, we will be assessing it and will discuss any changes with you prior to the **next** group of employees being sent to the program.

Yours truly,



Susan A. Currie
Director, Labour Relations



Wade Greenlaw
Business Manager

cc B. Tulk
S. Desrosiers
G. Watts
F. Ouellette
G. Campbell



March 28, 2003

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

Dear Ross:

RE: PLGS – Application of Rehiring Provisions

Recently, a number of employees with temporary status have been advised that their terms would not be renewed and their employment would be coming to an end. As a result, there have been a number of questions about the application of article 17.04 of the collective agreement dealing with their rehiring rights. Further to our discussions, this letter offers some clarification of those provisions.

Article 17.04 indicates that former bargaining unit employees will have preference (based on length of service) for rehiring when the Employer is hiring employees at PLGS. There are a number of conditions that affect their entitlement, including the fact that they must have the “necessary qualifications”. While the language does not create entitlement for employees to be promoted or to change their status (i.e., to go from temporary to regular status), it does give employees preference for rehiring for opportunities for which they have the necessary qualifications. In the past, when there were separate bargaining units, employees were usually considered just for classifications in which they had previous work experience. However, as all of the classifications at PLGS are now in one bargaining unit, we have reviewed the situation and would suggest the following as a process for applying this language in the agreement.

The employees who are currently being released are in the following classifications: supply maintainer, service maintainer, cleaner and administrative support representatives. We agree that for the purposes of article 17.04 of the agreement, employees will have preference for rehiring for any of these positions that are at an equal or lower hourly rate than the classification from which they were released, if they have the necessary qualifications. If one or more employee is qualified, selection will be based on service.

/ ... 2

In order to be considered for more than just their former classification, employees must indicate in their letter notifying the Employer of their interest in re-hiring (17.04 iii) that they are interested in being considered for these other classifications.

You also raised a question about article 17.04 (v), which indicates that if an employee refuses an offer of employment, they **will** lose their entitlement for preference for re-hiring. In the situation described above, we have agreed that this provision will only apply if they refuse an offer to return to the classification from which they were released (i.e., if a former service maintainer refuses an offer of re-hiring for a cleaner's position, they will not lose their re-hiring rights). In addition, you indicated that you were concerned about employees losing their rights for re-hiring if they refuse offers of employment for short periods of time. As I indicated to you in our discussion, we have not applied article 17.04 (v) unless the employee refuses a substantive offer of re-employment (for example, a term of 3 months or more) and you agreed that this was an appropriate interpretation of that provision.

Please signify your agreement by signing as indicated below.

Yours truly,



Susan A. Currie
Director, Labour Relations



Ross Galbraith
Assistant Business Manager

cc S. Desrosiers



International Brotherhood of Electrical Workers Local 37

138 Neill Street, Fredericton, NB E3A 2Z6

Date: **April 4, 2003**
To: Temporary employees laid-off from **Point Lepreau**
From: **Ross Galbraith, Assistant Business Manager**

Subject Letter of agreement on "Application of Rehiring Provisions"

In order to provide the greatest opportunity for recall to our laid-off members, without compromising their recall rights, we have developed the attached letter of agreement on "Application of Rehiring Provisions". Hopefully, this will lead to more opportunities for our laid-off members to be recalled with them having more flexibility in deciding whether or not to accept the offer. For example, you may not want to accept a short-term assignment if it is lower paying than your former position and you're collecting EI, but you may want that option if your EI benefits have elapsed. Keep in mind that being recalled for even short periods will have the effect of extending your recall rights for one year after that assignment ends.

To summarize the contents of the Letter of Agreement:

- Former employees will have preference for rehiring in positions that are at an equal or lower hourly rate than the classification from which they were released, if they have the necessary qualifications. If more than one person is qualified, selection will be based on service.
- In order to be considered for more than just your former classification, you must indicate in your letter notifying NB Power of your interest in being rehired (article 17.04 iii) that you are interested in being considered for other classifications.
- If you refuse an offer of employment that is for less than three (3) months, you will not lose your preference for recall.
- If you refuse an offer of employment for a job that is a different classification from the one you were laid off from, you will not lose your recall rights.
- To be clear, you can only lose your recall rights if you are laid off for more than a year or if you refuse an offer of employment in your former classification that was for three months or more.

If you have any questions please do not hesitate to call our office.

Phone: **455-0037** or **1-877-437-0037**

Fax: **450-4944** or **1-800-723-1226**

Email: **lbew37@nb.albn.com**



March 18, 2003

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

Dear Wade:

RE: Shift Supervisors in Training

On April 18, 2000, the parties to the collective agreement entered into a letter of agreement (attached) dealing with the progression and compensation for Mark Power and Michael Hare during the training process to become shift supervisors. As the requirements have changed, we have reviewed that agreement and it is being amended by the following, outlining the total compensation for these individuals:

1. These employees have completed the process outlined in paragraphs 1, 2 and 3 of the letter of April 18, 2000. Paragraph 4 is no longer relevant as compensation for turnover was eliminated in the current collective agreement. Paragraph 5 of that letter is replaced by paragraph 5 below;
2. Upon successful completion of the Simulator performance evaluation (Control Room Operator), employees will receive a bonus of \$5,000.00;
3. A new step ("F") will be created at the top of the range of the shift supervisor in training. Step "F" will be established at a rate 5% higher than Step "E" of that range. They will move to step "F" of the range of the shift supervisor in training classification upon successful completion of the Simulator performance evaluation (Control Room Operator);
4. Upon successful completion of the Simulator performance evaluation (Shift Supervisor), employees will receive a bonus of \$5,000.00;
5. Upon successful completion of the co-piloting stage of the program, they will be reclassified to shift supervisor. They will be assigned to the step in the range that is one step below the top step of the range of the shift supervisor classification (currently step "D") as set out in Appendix "A" of the collective agreement. They will also receive the licensing increment for shift supervisors at the level of "at licensing" as set out in Appendix "A".

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

Yours truly,

Susan A. Currie
Director, Labour Relations

Wade Greenlaw
Business Manager

cc S. Desrosiers/W. Theriault



Internal Correspondence / Correspondance interne

2003/02/24

TO: Susan Currie
Director – Labour Relations
HO #6

SUBJECT: Clarification of Benefit Entitlements for the following:

- Job-sharing Employees
- Term Seasonal Employees
- Regular Seasonal Employees
- Employees hired to work on part-time basis
- Workers hired on an “As Required” basis

The Employee Compensation Department is frequently asked questions with respect to what pension and benefit entitlements are available to employees with a status other than that of full-time regular. The following information has been assembled in an attempt to answer some of these questions.

Definitions

1. Part-time employee means a temporary or regular employee who is not ordinarily required to work more than one-half the normal hours of work of other employees
2. 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.
3. Job Sharing employee is an employee who shares a position with another. Both employees work one-half the hours required to staff the position on a full-time basis.
4. Regular Seasonal employee is an employee who has been appointed to fill a complement position. The need for this position is on-going but such need is generally interrupted temporarily due to the seasonal nature of the work.
5. The definition of Casual employee is in accordance with the Public Service Labour Relations Act.

Benefits

Job sharing employees

- While working, job sharing employees are entitled to:
 - Health coverage
 - Dental coverage
 - Health Spending Account (HSA)
 - Life (coverage is based on 2, 3 or 4 times half (50%) of position's annual salary)
 - AD&D (coverage is based on 2, 3 or 4 times half (50%) of position's annual salary)
 - LTD
 - Supplemental Insurance includes Optional Life Insurance for Employee, Spouse or Dependent Child; Critical Care Insurance for Employee and/or spouse; Voluntary AD&D for Employee or for Family
 - Flex Credits - based on a flat amount plus 2% of half of a position's annual salary. Those employed prior to April 1 of 1999 were grandfathered into the flex plan and on April 1, 1999 received additional credits to ensure retention of pre-flex coverage at no additional cost.
- Job sharing employees are entitled to purchase benefits while on leave for up to 6 months if they are "regular" employees only. The employee must pay for both the employer and employee portion of the benefit premiums.
- Job sharing employees are not entitled to:
 - contribute to the Public Service Superannuation Plan (unless they worked full-time and contributed to the pension plan prior to becoming job-sharing employees).

Term seasonal employees

- While working, term seasonal employees are entitled to:
 - Health coverage (excluding the Health Spending Account)
 - Dental coverage
 - Life (coverage is based on 2, 3 or 4 times half (50%) of position's annual salary)
 - AD&D (coverage is based on 2, 3 or 4 times half (50%) of position's annual salary)
 - LTD
 - Supplemental Insurance includes Optional Life Insurance for Employee, Spouse or Dependent Child; Critical Care Insurance for Employee and/or spouse; Voluntary AD&D for Employee or for Family
 - Flex Credits - based on a flat amount plus 2% of half of a position's annual salary,
 - contribute to NB Power's Group RRSP Plan. If an employee chooses to contribute, the Corporation will match the employee contribution up to a maximum of 4% of the employee's actual base salary for each calendar year.
- a Term seasonal employees are not entitled to:
 - contribute to the Public Service Superannuation Plan
 - benefits while on layoff
- If an employee's coverage ceased due to termination of employment as a result of temporary release between seasonal periods of employment or due to layoff, the employee may re-apply for coverage without having to submit evidence of insurability upon reinstatement of their seasonal position, provided the employee is re-employed within 12 months of the date his coverage ceased (6 months for Critical Care insurance). The employee must, however, make this request in writing within 31 days of being re-employed.

IMPORTANT: Should Term Seasonal Employees be called in to work for a brief period to cover heavy workload or sick leave, their status would be that of casual and they would not be entitled to benefit coverage. They would, however, be paid at their temporary rate.

Regular seasonal employees

- ❑ While working, regular seasonal employees are entitled to:
 - Health coverage
 - Dental coverage
 - Health Spending Account (HSA)
 - Life (coverage is based on 2, 3 or 4 times **annual salary**)
 - AD&D (coverage is based on 2, 3 or 4 times annual salary)
 - LTD
 - Supplemental Insurance includes Optional Life Insurance for Employee, Spouse or Dependent Child; Critical Care Insurance for Employee and/or spouse; Voluntary AD&D for employee or family coverage.
 - Flex Credits -based on a flat amount plus 2% of annual salary. Those employed prior to April 1 of 1999 were grandfathered into the flex plan and on April 1, 1999 received additional credits to ensure retention of pre-flex coverage at no additional cost.
 - contribute to NB Power's Group RRSP Plan. If an employee chooses to contribute, the Corporation will match the employee contribution up to a maximum of 4% of the employee's actual base salary for each calendar year.
- ❑ benefits while on layoff (excluding LTD coverage). The employee must pay both the employer and employee portion of the benefit premiums.
- ❑ Regular seasonal employees are not entitled to:
 - contribute to the Public Service Superannuation Plan (with exception of those grandfathered into the plan)
- ❑ If an employee's coverage ceased due to termination of employment due to layoff, the employee may re-apply for coverage without having to submit evidence of insurability, provided the employee is re-employed within 12 months of the date his coverage ceased (6 months for Critical Care Insurance). The employee must, however, make this request in writing within 31 days of being re-employed.

Regular, Temporary or Term Employees hired to work on a Part-time basis

- ❑ While working, part-time workers are entitled to:
 - Health coverage (excluding the Health Spending Account)
 - Dental coverage
 - Life (coverage is based on 2, 3 or 4 times half (50%) of position's **annual salary**)
 - AD&D (coverage is based on 2, 3 or 4 times half (50%) of position's annual salary)
 - LTD (as per collective agreement)
 - Supplemental Insurance includes Optional Life Insurance for Employee, Spouse or Dependent Child; Critical Care Insurance for Employee and/or spouse; Voluntary AD&D for Employee or for Family
 - Flex Credits -based on a flat amount plus 2% of half of a position's annual salary. Those employed prior to April 1 of 1999 were grandfathered into the flex plan and on April 1, 1999 received additional credits to ensure retention of pre-flex coverage at no additional cost.
- ❑ Part-time workers are not entitled to:
 - contribute to the Public Service Superannuation Plan (unless they worked full-time and contributed to the pension plan prior to becoming part-time employees.)
 - benefits while on layoff.
- ❑ If an employee's coverage ceased due to termination of employment due to layoff, the employee may re-apply for coverage without having to submit evidence of insurability, provided the employee is re-employed within 12 months of the date his coverage ceased (6 months for Critical Care Insurance). The employee must, however, make this request in writing within 31 days of being re-employed.

NOTE: Part-time employees must work a minimum of 18 hours per week to be entitled to benefits.

Workers hired on an “As required” basis

The Public Service Labour Relations Act states that a person not ordinarily required to work more than one-third of the normal period for persons doing similar work is considered a casual employee and does not gain temporary status, therefore is not entitled to benefits.

Should you have any additional questions or concerns, please don't hesitate to contact me at 458-4026 or e-mail me at dpoirier@nbpower.com.

Sincerely,

Dawn **M** Poirier
Team Leader – Benefits
Employee Compensation



December 16, 2002

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

Dear Wade:

RE: PLGS Sr. Security Guard Positions – Extension of Time for Bids

During negotiations we discussed the issue of senior security guard positions and Suzanne Desrosiers signed a letter of agreement (attached) indicating that PLGS would initiate the bids for these positions within three months of the date of signing of the agreement. As you are aware, due to CNSC requirements for armed force capability at PLGS, security guards will be required to complete a medical examination, meet specific physical standards and complete training at Holland College. The medical examinations will be completed in January of 2003.

The Station has requested an extension of time for the bids to take place as a result of these changes in the conditions of work for these employees. We would like to have an extension until **March 31, 2003** to initiate the bids in order to allow us to complete the medical examinations and the evaluation of physical requirements.

Please signify your agreement by signing as indicated below.

Yours truly,

Susan A. Currie
Director, Labour Relations

Wade Greenlaw
Business Manager

cc S. Desrosiers

B. Tulk



Énergie NB Power

November 25, 2002

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

Dear Wade:

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

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

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

Sincerely,



C. Murray
Sr. Labour Relations Officer



Wade Greenlaw
Business Manager, Local 37

cc : J. Steen
A. Allen
K. Roherty
J. Doucett
S. Desrosiers



November 18, 2002

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

Dear **Ross**:

RE: Hours of Work – Supply Maintainers PLGS

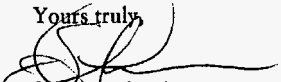
As discussed during negotiations, we agreed that the Employer had the right to change the hours of work for employees in the supply department in accordance with article **9.04 c)**. We also agreed that before such hours were scheduled, we would discuss the matter with the employees and their Union representatives. The employees in the supply department have brought forward a proposal that is different than what is in the agreement and local management has agreed to try out that schedule. As a result, the following represents the parties' agreement in accordance with article **9.06 a)** of the collective agreement for these employees:

- This agreement is intended to be an interim schedule and will be reviewed within 6 months. The long-term intention is that employees in the supply department will go to a normal non-shift schedule (Monday to Friday, 0800 to 1600 hrs);
- The actual schedule will be as per the attached document with eight supply maintainers working a 56-day cycle. The cycle will consist of the following:
 - ❖ Week 1: Monday to Sunday 0800 to 1600 hrs
 - ❖ Week 2: Monday and Tuesday are scheduled days off, followed by Wednesday, Thursday and Friday 0800 to 1600, with Saturday and Sunday off
 - ❖ Week 3: Monday to Friday 1600 to 2400, with Saturday and Sunday off
 - ❖ Weeks 4 thru 8: Monday to Friday 0800 to 1600, with Saturday and Sunday off;
- The normal hours of work will be:
 - ❖ **Days** - 0800 to 1600 hours – Monday to Friday
 - ❖ **Evenings**- 1600 to 2400 hours – Monday to Friday
 - ❖ **Weekends**- 0800 to 1600 hours Saturday and Sunday;

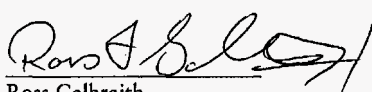
- Variance of hours of work will be as per the collective agreement for the purposes of outages or other operational requirements;
- If a statutory holiday falls on the employee's scheduled day off, they will receive their next scheduled work day off with their normal eight (8) hours of pay. There will be no extra compensation for the statutory holiday;
- When the employee is required to work overtime on their scheduled day off, they will be paid in accordance with the collective agreement. However, when the employee is required to work on the Monday or Tuesday that is a scheduled day off in week two of the schedule, they will be compensated for such overtime at double their normal hourly rate for all hours worked.
- When an employee is not required by the Employer to work on their day off, but agrees to replace another employee and work outside of their normal hours of work, the existing practice for such mutual agreement between employees to trade shifts will continue (i.e., the arrangement is between the employees and the Employer will not be required to pay overtime as a result of such trades);
- The start date for the shift cycle will be December 2, 2002 and as a result, employees will be removed from their shift on December 1, 2002. As this change in the hours of work is by mutual agreement, it will not be considered a variance or a change to the master work schedule for the purposes of providing additional compensation as a result of the change;
- **SI-0136 - A45** "Hours of Work Limitations" must be followed at all times;
- Either party to this agreement may give thirty (30) days notice to the other party that they wish to cancel this agreement and when such notice is given, the parties will revert to the normal hours of work as set out under the collective agreement. All other provisions of the collective agreement will continue to apply. Where there is any conflict between this letter of agreement and the collective agreement, the terms of this letter will apply.

Please signifying your agreement by signing as indicated below.

Yours truly,



Director, Labor Relations



Ross Galbraith
Assistant Business Manager

cc B. Tulk
S. Desrosiers

Attachment: Schedule for 2002/2003



November 4, 2002

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

Dear Ross:

RE: PLGS Variance – Definition of “Unplanned Absence”

When the Employer varies the hours of work in accordance with article 9.05 of the collective agreement, it is required to provide notice (or an overtime penalty in lieu of the notice) under that article. The amount of notice that is required differs depending on the reason for the variance. In article 9.05 (iii), the employer is required to provide 56 hours of notice for reassignment as a result of “unplanned absences”.

By this letter of agreement, the parties have agreed to the following as the definition of an “unplanned absence” for the purpose of interpreting the collective agreement. An unplanned absence is an absence for which the Employer has received less than fourteen (14) days notice of the absence of an employee. If the employee has provided fourteen (14) days notice of their absence, the reassignment of another employee to cover such absence will be considered “planned work” for the purpose of providing notice. As a result, once the reassignment is for planned work, the notice for the employee who is reassigned will be determined by article 9.05 (ii) of the collective agreement and the employee will be entitled to seven (7) days notice of the variance.

Please signify your agreement by signing as indicated below.

Yours truly,

Susan A. Currie
Director, Labour Relations

cc S. Desrosiers

Ross Galbraith
Assistant Business Manager



Énergie NB Power

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

November 4, 2002

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

Dear Ross:

RE: PLGS Variance - Definition of "Unplanned Absence"

When the Employer varies the hours of work in accordance with article 9.05 of the collective agreement, it is required to provide notice (or an overtime penalty in lieu of the notice) under that article. The amount of notice that is required differs depending on the reason for the variance. In article 9.05 (iii), the employer is required to provide 56 hours of notice for reassignment as a result of "unplanned absences".

By this letter of agreement, the parties have agreed to the following as the definition of an "unplanned absence" for the purpose of interpreting the collective agreement. An unplanned absence is an absence for which the Employer has received less than fourteen (**14**) days notice of the absence of an employee. If the employee has provided fourteen (**14**) days notice of their absence, the reassignment of another employee to cover such absence will be considered "planned work" for the purpose of providing notice. As a result, once the reassignment is for planned work, the notice for the employee who is reassigned will be determined by article 9.05 (ii) of the collective agreement and the employee will be entitled to seven (7) days notice of the variance.

Please signify your agreement by signing as indicated below.

Yours truly,

Susan A. Currie
Director, Labour Relations

Ross Galbraith
Assistant Business Manager

cc S. Desrosiers



Énergie NB Power

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

November 4, 2002

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

Dear Ross:

RE: Term Seasonal Employees – Rehiring as Casuals Employees

The collective agreements for both the Customer Service and Transmission bargaining units provide for rehiring rights for term seasonal employees. As set out in article 17.04 (v), when a term seasonal employees is temporarily released at the end of their season, they are entitled to preference for rehiring to the term seasonal position from which they were released.

In addition to that entitlement, the Employer would like to be able to exercise their discretion to offer casual employment to term seasonal employees between their periods of seasonal employment. If the employee is interested, they **will** be brought back to work as a casual employee, without any provision for benefits but at the hourly rate that is appropriate for their classification as a temporary employee under the agreement. Notwithstanding article 17.04 (vi), the employee may refuse an offer of casual employment without affecting their entitlement for rehiring for their term seasonal position.

Please signify your agreement by signing as indicated below.

Yours truly,

usan A. Currie
Director, Labour Relations

cc A. Allen

K. Roherty

Ross Galbraith
Assistant Business Manager



Énergie NB Power

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

October 10, 2002

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

Dear Ross:

RE: PLGS – Notice to Union – Contracting Out

The Parties agree that if a permanent layoff of regular employees occurs as a result of the Employer contracting out work currently performed by regular employees who are members of the IBEW, Local 37, the Employer will provide sixty (60) days notice of such layoff to the Union. This notice will only apply where the contracting out results in the permanent layoff of regular employees at PLGS.

In addition, if the Union requests a meeting with the Employer, the Employer will meet with the Union within thirty (30) days of providing the notice of layoff, to allow the Union to outline its concerns and propose alternative courses of action. This letter does not impose any obligation on the Employer other than to provide the appropriate notice and attend the meeting with the Union to allow them to address the issue.

Please signify your agreement by signing as indicated below.

Yours truly,

Susan A. Currie
Director, Labour Relations

Ross Galbraith
Assistant Business Manager



October 10, 2002

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

Dear Ross:

RE: Letter of Intent - Generation Nuclear - Sale or Closure of PLGS

During negotiations for the new collective agreement, we discussed the Employer's intentions if PLGS is sold, closed or there is a decision not to refurbish the Station and this results in the lay off of employees. As a result, we offered to provide this letter to outline our intentions.

In the event the Employer is required to lay off employees as a result of closure or sale, or as a result of a decision not to refurbish the Station, the Employer shall:

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

As one method of lessening the impact of the lay off, the Employer will make arrangements for career counseling and job search support for employees who are laid off. I hope this is helpful in providing a better understanding of our intentions.

Yours truly,

Susan A. Currie
Director, Labour Relations

150



Énergie NB Power

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

October 10, 2002

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

Dear Mr. Galbraith:

RE: Layoff Provisions – Previous Collective Agreement

Prior to the signing of the Collective Agreement for the new Generation Nuclear Operational group bargaining unit, the agreement for the Technical Non-Supervisory group contained a provision dealing with the layoff of employees with eight or more years of continuous service. That provision has been replaced with this letter of agreement. This letter of agreement will only apply to employees who, on the date of signing of the Generation Nuclear collective agreement, are in classifications that were formerly part of the Technical Non-Supervisory group and have five years or more service with NB Power.

It will apply to these employees only as long as they remain in one of these classifications (i.e., a mechanical maintainer who moves to a supervisory 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 with less than five years of service or an employee that becomes classified in one of these classifications after the date of signing of the agreement or to any other employee or classification in the Generation Nuclear Operational group bargaining unit.

The provisions of the former agreement that will apply to these employees is as follows: “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,

Susan A. Currie
Director, Labour Relations

Ross Galbraith
Assistant Business Manager



Énergie NB Power

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

October 10, 2002

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

Dear Ross:

RE: Casual and Temporary ASR Employees

During negotiations leading to our new collective agreement, we discussed the Union's concerns about potential reductions in the number of employees in the administrative support group. The Union team indicated that in the situation where temporary employees were released, it was concerned that casual employees might be retained. We have provided a commitment that if the Station does require a reduction in the number of employees in the administrative support group that we will provide a letter to NB Power's VP of Nuclear and VP of Human Resources recommending that casual employees are released before any temporary employees.

Please accept this letter as our confirmation of that commitment. The Union will be provided with a copy of this letter if it is ever required.

Yours truly,

A handwritten signature in black ink, appearing to read 'W. Pilkington', written over a light grey rectangular background.

William S. Pilkington
Station Manager, PLGS

A handwritten signature in black ink, appearing to read 'S. Desrosiers', written over a light grey rectangular background.

Suzanne Desrosiers
Manager, Human Resources PLGS



ÉnergieNB Power

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

October 10, 2002

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

Dear Ross:


RE: Continuation of Letters of Agreement for individual **Employees**

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

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

Please signify your agreement by signing as indicated below.

Yours truly,



Director, Labour Relations



Ross Galbraith
Assistant Business Manager



Énergie NB Power

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

October 10, 2002

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

Dear Ross:

RE: Outage Schedule

Attached is the agreement containing the terms and conditions for the 2002 outage, negotiated by the parties for that outage. The parties have agreed that for future outages, the Employer may schedule employees for the outage as per the hours of work language in the collective agreement, the schedule (including the same terms and conditions) used in the 2002 outage or any other schedule reached by mutual agreement.

Please signify your agreement by signing as indicated below.

Yours truly,

Susan A. Currie
Director, Labour Relations

Ross Galbraith
Assistant Business Manager



October 10, 2002

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

Dear Mr. Galbraith:

RE: PLGS Full Shift Assianment– 35 Day Cycle

This letter represents the Agreement reached between N.B. Power and the I.B.E.W., Local 37 Generation Nuclear Operational Group with respect to the hours of work for PLGS employees that are assigned to full shift assignment (35 day cycle). With the exception of the conditions outlined below, all other terms and conditions of work for employees assigned to the 35 day cycle will be as per the terms of the collective agreement between the parties.

1. The normal work day shall be 12.5 hours and the normal schedule shall consist of a thirty five (35) day cycle as per the following example:

	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
WEEKS							
One	X	D	D	D	X	X	N
Two	N	N	N	X	X	X	X
Three	X	X	X	X*	D	D	D
Four	D	X	X	N	N	N	X
Five	X	X*	X	X	X	X*	X

* indicates all overtime at double time rate

2. The hours of work shall be:

07:30 hours to 20:00 hours, designated as day shift (D)
and
19:30 hours to 8:00 hours, designated as night shift (N)


These hours may be changed by mutual agreement as per article 9.06 or as outlined in article 9 of the collective agreement.

3. Notwithstanding article 10.06 b) of the collective agreement, double time rate shall be paid for all overtime worked on the days indicated by (*) as illustrated above. It is recognized that all other overtime worked between 07:30 hours and 22:00 hours Monday through Friday shall be paid at time and one half the employee's normal hourly rate as per article 10 of the collective agreement.
4. For the purposes of training, the following provisions will apply:
 - a) The Employer will implement a 35 day "Block Release" as one method of scheduling training. Where the training is shorter than the 35 day period, other work may be assigned for the remainder of the period. The 35 day "Block Release" will always commence at the normal start time for the night shift beginning on Sunday night. Time balance will be suspended on the last day of full shift assignment and will be re-established on the first day of return to full shift assignment.
 - b) When an employee on "Full Shift Assignment" is reassigned to "Block Release", they will be entitled to additional vacation entitlement which will be calculated on a pro rata basis.
 - c) An employee in week 2 or 3 of the shift schedule may be assigned to days for that "week" for the purpose of training. The "week" in this case will be the time period between 19:30 hours on Saturday of the previous week and 20:00 hours on Saturday of the training week. An employee in week 4 of the schedule may be assigned to days for that week for the purpose of training. The "week" in this case will be the time period between 19:30 hours Sunday of the training week to 20:00 hours Sunday of the following week. During these periods, the regular hours of work will be the same hours as personnel normally working "Non Shift Assignment" at Point Lepreau. No premium will be paid provided seven (7) calendar days written notice has been given. There will be no pro rating of time for the purposes of calculating vacation.
 - d) Training may on occasion be given on a 12.5 hour basis to avoid having employees owing time (generally applicable to 1 or 2 day courses). If the training consists of an 8 hour period, other work will be assigned for the remaining 4.5 hours.
 - e) With the exception of "Licensing Training" and training of new employees, there will normally be no "Block Release" scheduled during an 8 week period between July and August.

5. Except for the changes as identified in this Agreement, all other provisions of the Collective Agreement will remain in effect.

6. This schedule may be canceled immediately by the Employer, should either the safe operation of the plant or public safety be adversely affected. If this schedule is canceled by the Employer the former "Full-Shift Assignment" (i.e., 25 day cycle), as set out in article 9.40 (b) of the collective agreement in effect from December 4, 1992 to September 30, 1995 will apply. Discussions will be held between the parties to the agreement to establish a new "Full-Shift Assignment".

Please signify your agreement by signing as indicated below.



Susan A. Currie
Director, Labour Relations



Ross Galbraith
Asst. Business Manager, Local 37

October 10, 2002

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

Dear Ross:

RE: PLGS Knowledge Recognition Bonus for Previously Licensed Staff

A Knowledge Recognition Bonus has been provided in the past for Simulator Instructors to recognize their efforts in becoming licensed Control Room Operators and the knowledge that they bring to their new roles as Instructors.

We would like to have the flexibility to use this bonus for licensed employees who move to positions other than Simulator Instructor, where in the opinion of the Employer, the knowledge and experience that they have attained adds value in their new position. This determination will be made on a case by case basis after consideration of the requirements of the position being filled by these employees.

Please signify your agreement by signing as indicated below.

Yours truly,



Susan A. Currie
Director, Labour Relations



Ross Galbraith
Assistant Business Manager



October 10, 2002

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

Dear Ross:

RE: Terms and Conditions of Work/Licensed Employees

While reviewing letters of agreement to be included in the new collective agreement, we agreed that the following letters of agreement (attached) would remain in effect:


- 02-02-13 SPPO (licensed) in training to become PLGS Shift Supervisors
- 01-07-25 Market Adjustment for CROs/Shift Supervisors/Simulator Instructors - Point Lepreau Generating Station
- 00-08-18 Senior Power Plant Operators - Point Lepreau G. S. Training, Authorization, Requalification & Compensation (with attachments dated 1998-12-11 Requalification agreement for licensed staff and 2000-08-18 CNSC Initial Authorization Program)
- 99-08-25 Market Adjustment to Salaries for Shift Supervisors - Nuclear (with attachment dated 99-08-25 Shift Supervisors - Nuclear Requalification Agreement).

As a result of the new collective agreement, these letters of agreement will be modified as follows:

- references to SPPO (licensed) and PPO II should be changed to Control Room Operator and Senior Power Plant Operator respectively
- references to base salaries will refer to the new base salaries as set out in Appendix "A" of the collective agreement

Please signify your agreement by signing as indicated below.

Yours truly,



Susan A. Currie
Director, Labour Relations



Ross Galbraith
Assistant Business Manager



Énergie NB Power

P. O. Box 2000 / C.P. 2000
518 King Street / 518, rue King
Fredericton, N.B.
Canada E3B 4X1

October 10, 2002

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

Dear Ross:

RE: Senior Security Guard Positions

During negotiations leading to our new collective agreement, we discussed the issue of the senior security guard positions. At that time, you asked for our commitment that we would review our staffing requirements and when a decision has been made to permanently fill these positions, that they would be filled by an internal competition. The bids for senior security guard positions will be initiated within three (3) months of the date of signing of the collective agreement.

Please accept this letter as our confirmation of that commitment.

Yours truly,

Suzanne Desrosiers
Manager, Human Resources PLGS

Énergie NB Power

August 16, 2002

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

Dear Ross:

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

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

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

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

Yours truly,



Susan A. Currie
Director, Labour Relations



Ross Galbraith
Asst. Business Manager, Local 37

cc P. Theriault
H. R. Managers
F. Ouellette

Énergie NB Power

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

February 13, 2002

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

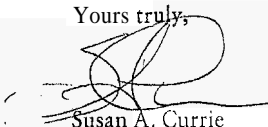
Dear John:

RE: Outage Schedule 2002 -- PLGS

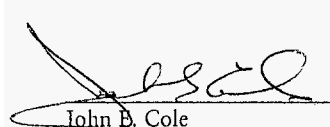
Further to our discussion, management at Point Lepreau G. S. will be providing notice in accordance with article 9 of the Collective Agreement to vary the hours of work for the upcoming maintenance outage. Attached is the schedule that will be used during that outage and an outline of the processes that they will be using to manage the outage ("outage ombudsman", requests for time off, assignment to night shift, etc.). The schedule has been discussed during the current round of negotiations between our bargaining teams and they have recommended that the parties to the agreement agree to alter the current collective agreements by the addition of an enhanced shift differential and some additional paid days off during the 2002 outage.

This letter represents our agreement to alter the collective agreements by including an enhanced shift differential and additional paid days off as set out in the attached 2002 Outage Schedule. This agreement will only apply during the 2002 Outage at PLGS. If you have any questions, please give me a call. Please indicate your agreement by signing as indicated below.

Yours truly,



Susan A. Currie
Director, Labour Relations



John B. Cole
Business Manager, Local 37

cc J. McCarthy
B. Pilkington
S. Desrosiers

2002 Outage Schedule

The schedule for the 2002 Outage will be as follows:

1. a) The Maintenance outage schedule shall be divided into Tours as follows:

<i>Tour 1</i>	5 weeks
<i>Tour 2</i>	4 weeks
<i>Tour 3</i>	3 weeks

Attached and marked Schedule "A" is a copy of the schedule to be implemented.


- b) The Maintenance outage shall include the Mechanical Maintenance Shop, the Electrical Maintenance Shop, personnel identified in Service Maintenance and any other individuals identified by the Corporation. In the case of Service Maintenance, meaningful consultation with the Union shall occur as to the personnel identified to work the Tour. This consultation shall occur no later than thirty (30) days prior to the scheduled outage.

2. The Fuel Handling outage schedule shall be divided into Tours as follows:


<i>Tour 1</i>	5 weeks
<i>Tour 2</i>	4 weeks
<i>Tour 3</i>	3 weeks

Attached and marked Schedule "B" is a copy of the schedule to be implemented.


3. The Outage schedule shall consist of continuous fixed night Tours and fixed day Tours.
4. The Corporation may return employees to normal hours based on outage progress and/or workload.
5. Each Tour shall be scheduled within the following parameters:
- a) a maximum of seventy-eight (78) hours worked in a calendar week;
- b) a maximum of six (6) scheduled work days in a calendar week.


02-02-13

6. Each Tour will provide for additional paid and unpaid days off as follows:
 - a) each Tour will have two (2) consecutive days off and should one or both of these days fall on a Monday to Friday, such day shall be paid eight (8) hours regular pay;
 - b) with the exception of Tour 1, employees may request up to two (2) additional days off for personal reasons. Employees may request ERT leave, vacation time, banked time or unpaid with permission. The method for requesting and approving days off shall be as per paragraph 7 below.
7. Requests for additional days off, as per paragraph 6 b) above, shall be processed as follows:
 - a) Employee to the immediate supervisor stating personal reason;
 - b) If approval is denied, it can be appealed by the Outage Ombudsman to the Superintendent or designate and if required, to the Manager of Human Resources or designate;
 - c) Notice for requests will be as per paragraph 9 below.
8. For the duration of the Outage the position of Outage Ombudsman shall be created to deal with health, safety and lifestyle issues raised by employees or the Corporation and other duties as assigned from time to time. The person to fill this position shall be agreed to by the Corporation and the Union.
9. The following notice periods shall apply to the outage schedule:
 - a) The Corporation shall give seven (7) days notice going into an outage;
 - b) Employees requesting additional days off will make every effort to give seven (7) days notice, as per paragraph 6 b) above;
 - c) Employees requesting a shift change from nights to days, as per paragraph 10 below, shall provide seven (7) days notice and those displaced will be given seven (7) days notice;
 - d) Less than seven (7) days notice by an employee requesting a shift change will be considered. Replacement employees will be given equal notice – not less than fifty-six (56) hours;
 - e) Notice for replacements due to unplanned absences – fifty-six (56) hours.


02-02-13

10.
 - 1) Fixed night shifts Tours shall be scheduled for the duration of the Outage and shall be staffed as follows:
 - a) Qualified volunteers will be requested;
 - b) If sufficient volunteers are not obtained, junior qualified persons will be assigned to the night shift;
 - 2) Employees scheduled to work a continuous night shift Tour shall be paid a premium of three dollars (\$3.00) per hour in lieu of the current premiums. for up to forty (40) hours worked each week, paid at straight time.
11. Employees may request to be scheduled off the night shift as follows:
 - a) Employees making a request shall provide seven (7) days notice;
 - b) The shift change, if granted, shall occur on the first day of work after two (2) scheduled days off;
 - c) Less than seven (7) days notice requesting removal from the night shift will be considered.
 - d) If the request is denied, it can be appealed by the Outage Ombudsman to the Superintendent or designate, and if required to Manager of Human Resources or designate.
12. Shift personnel reassigned from and returning to the Master Work Schedule will suffer no time balance penalty.


02-02-13

Schedule "A" - 2002 Outage Agreement

MAINTENANCE

Crew	Tour One		WEEK TWO		WEEK THREE		WEEK FOUR		WEEK FIVE																																		
	<u>WEEK ONE</u>		M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S						
A	D	D	D	D	D	X	D	D	D	D	D	X	D	D	D	D	D	X	D	D	D	D	D	X	D	D	D	D	D	X	D	D	D	D	D	X	D	D	D	D	D	X	D
B	D	D	D	D	D	D	X	D	D	D	D	D	X	D	D	D	D	D	X	D	D	D	D	D	X	D	D	D	D	D	X	X	D	D	D	D	D	X					
C	N	N	N	N	N	X	N	N	N	N	N	X	N	N	N	N	N	X	N	N	N	N	N	X	N	N	N	N	N	X	N	N	N	N	N	X	X	N					
D	N	N	N	N	N	N	X	N	N	N	N	N	X	N	N	N	N	N	X	N	N	N	N	N	X	N	N	N	N	N	X	X	N	N	N	N	N	X					
		Tour Two		WEEK SIX		WEEK SEVEN		WEEK EIGHT		WEEK NINE																																	
A	D	D	D	D	D	X	D	D	D	D	D	X	D	D	D	D	D	X	D	D	D	D	X	X	D	D	D	D	X	X	D												
B	D	D	D	D	D	D	X	D	D	D	D	D	X	D	D	D	D	D	X	X	D	D	D	D	D	X																	
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D	N	N	N	N	N	N	X	N	N	N	N	N	X	N	N	N	N	N	X	X	N	N	N	N	N	X																	
		Tour Three		WEEK TEN		WEEK ELEVEN		WEEK TWELVE																																			
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JC
02-02-13

Schedule "B" - 2002 Outage Agreement

FUEL HANDLING

Crew	Tour One		WEEK TWO		WEEK THREE		WEEK FOUR		WEEK FIVE																										
	WEEK ONE		WEEK SIX		WEEK SEVEN		WEEK EIGHT		WEEK NINE																										
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
A	D	D	D	D	X	D	D	D	D	D	D	X	D	D	D	D	D	X	X	D	D	D	D	D	D	X	D	D	D	D	D	D	D	X	D
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E	N	N	N	N	X	N	N	N	N	N	N	X	N	N	N	N	N	X	N	N	N	N	N	N	X	N	N	N	X	X	N	N	N		
F	N	N	N	N	N	N	X	N	N	N	N	N	N	X	N	N	N	N	N	X	N	N	N	X	X	N	N	N	N	N	N	N	X	N	
Tour Two																																			
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Tour Three																																			
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F	N	N	N	N	N	N	X	N	N	N	X	X	N	N	N	N	N	X	N																

Handwritten signature and date:
 [Signature] 8
 02-02-13

February 13, 2002

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

Dear John:

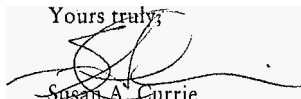
RE: SPPPO (licensed) in training to become PLGS Shift Supervisors

The Parties to the Collective Agreement have agreed to the following as total compensation for licensed Senior Power Plant Operators at PLGS for the period while they are participating in the training program to become Shift Supervisors:

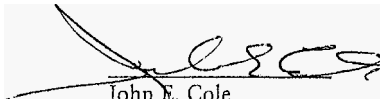
1. Employees participating in the program will continue to be classified as Senior Power Plant Operators (licensed) during the period that they participate in the training program;
2. Employees will attend continuing training and work a minimum number of shifts to maintain their SPPPO (licensed) status and will continue to receive the licensing increment as set out in the collective agreement and letters of agreement;
3. Upon successful completion of the Simulator performance evaluation (i.e., when accepted by the CNSC), employees in the program will receive a bonus of \$5,000.00;
4. Upon certification, employees will be reclassified as a Shift Supervisor. They will be moved to the appropriate step of the base salary of the Shift Supervisor and will receive their licensing bonus at the level equivalent to their total number of years authorized as a Senior Power Plant Operator (licensed).

Please signify your agreement as indicated below.

Yours truly,



Susan A. Currie
Director, Labour Relations
NB Power



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

cc W. Theriault
F. McCallum
S. Desrosiers



Énergie NB Power

November 13, 2001

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

Dear Mr. Cole:

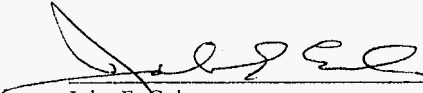
RE: Future Changes to Workers Compensation Legislation

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,



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

Director, Labour Relations

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



July 25, 2001

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

Dear Mr. Galbraith:


RE: Market Adjustment for CROs/Shift Supervisors/
Simulator Instructors - Point Lepreau Generating Station

Further to our discussion, it has been decided that in order to ensure the recruitment and retention of qualified staff in these positions, an adjustment to the compensation for these classifications is required to reflect the current national and international market conditions. As a result, the Parties have agreed to amend the Collective Agreement to reflect these adjustments.

Effective the date of signing this agreement, the compensation for these classifications will be adjusted as per our July 17, 2001 proposal (attached as Appendix "A").

Please signify your agreement by signing as indicated below.

Yours truly,


Director, Labour Relations


Ross Galbraith
Assistant Business Manager

cc: R. White
P. Theriault

Nuclear Compensation Proposal July 17, 2001

	Shift Supervisor		Simulator Instructor		Control Room Operator	
	Current	Proposed	Current	Proposed	Current	Proposed
Base	\$ 91,000	93,267	\$ 84,677	87,677	\$ 75,608	76,608
Licensing	\$ 10,920	11,062	\$		\$ 7,571	7,571
Shift Differential	\$ 971	971	\$		\$ 971	971
Shift Turnover	\$ 2,989	2,989	\$		\$ 2,439	2,439
Continuous Training	\$ 1,500	1,500	\$		\$ 1,200	1,200
Knowledge Recognition Evaluation	\$ 1,500	1,500	\$	6,735	\$ 1,000	1,500
Total	\$ 108,880	115,419	\$ 84,677	100,002	\$ 88,789	100,002
% Increase		6.00%		18.10%		12.63%

Notes:

Shift Supervisor

1. Base increased by 2.5%
2. Licensing changed from 6%- 12% to 7%-14% (0.6% increment between steps increased to 0.7%)
3. Continuous training and Evaluation bonuses increased by \$1,000
4. Progress of SS-IT as per current letter of agreement; substitute \$5,000 upon successful completion of exams (General, Specifics, RPT and Simulator) for current lump sum bonus.

Simulator Instructor

1. Base increased to Shift Supervisor base
2. \$6,735 knowledge recognition bonus.

Control Room Operator

1. Base increased by 8.0%
2. Licensing changed from 5%-10% to 7%-14% (0.5% increment between steps increased to 0.7%)
3. Continuous training and Evaluation bonuses increased by \$500
4. Progress of CRO-IT as per current letter of agreement; increase lump sum payment to \$5,000 upon successful completion of exams (General, Specifics, RPT and Simulator)
5. \$5,000 for selected Control Room Operators in training to be Shift Supervisors, upon successful completion of incremental exam.

RETENTION - OVERTIME

Conversion of overtime hours equivalent to 350 hours at straight time (i.e., 233 hours at 1.5x or 175 hours at 2x or 200 at 1.75x) into pensionable base earnings for S/S, CRO and S/I who are 55/yrs and older.

Overtime hours above this amount will not be considered pensionable earnings. Allowance is for a period of 5 years only from date of signing Letter of Agreement.

Appendix A¹¹



Énergie NB Power

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

August 18, 2000

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

Dear Mr. Cole:

**RE: Senior Power Plant Operators – Point Lepreau G. S.
Training, Authorization, Requalification & Compensation**

Attached please find **two** documents outlining the Parties' agreement for the training, authorization and requalification process for licensed Senior Power Plant Operators at Point Lepreau. The documents also outline the compensation that applies to these programs and address the market issues that have been discussed between the Parties.

The **two** documents are:

- Requalification agreement dated 1998-12-11
- CNSC Initial Authorization Program dated 2000-08-18

The License increments calculated in Appendix 1 of the 1998-12-11 Requalification agreement will be re-calculated to reflect the changes in the wage rates set out in the new extended Collective Agreement and the addition of Step "F" to the salary range of the licensed SPPO.

Yours truly,

Susan A. Currie
Chief Labour Relations Officer

Business Manager

2000-08-23

*Point Lepreau Generating Station
Operations*

1998-12-11

The AECB expect Nuclear Station Operators to implement a Requalification Process for Licensed Staff in their Station. This process must include a Continuing Training program and Comprehensive Evaluations, for both Licensed SPOs and Shift Supervisors. To meet this requirement we have developed a program to maintain the qualification of Licensed Staff at Point Lepreau. The Continuing Training Program for Authorized Staff at Point Lepreau is defined in Training Procedure TP 30.13 issued 97.12.23. This program includes a number of written examinations and limited scope performance evaluations, as well as Comprehensive Evaluations on a frequency required to meet the objective of maintaining personnel fully qualified and the requirements of the AECB.

N. B. Power have advised the AECB that the re-qualification process for licensed staff will consist of:

- Successful completion of all requirements of the Continuing Training Program as defined in TP 30.13. This program defines the refresher training for licensed personnel including any necessary performance and knowledge based testing. The program is currently planned to be completed on a 3 year cycle. The program will also include any required update training, along with its testing requirements and any Comprehensive Evaluations for each licensed person.
- Training Procedure TP 50.03 for conducting a Comprehensive Performance Evaluation. This procedure identifies the requirements for conducting this evaluation, the pass/fail criteria, a remedial training policy, a feedback process on completion of the evaluation and an appeal process for candidates who disagree with the results.

Although it has always been maintained that licensed personnel are expected to remain current on new documentation and are expected to successfully complete scheduled training, the Comprehensive Evaluation, which may be audited by AECB, PQAD personnel, adds a new requirement that the licensed personnel must achieve.

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2000-08-23
SK JC

This agreement addresses compensation for the additional training requirements and the consequences if any of the following should occur:

- a candidate fails and is not re-trainable for the licensed position.
- a candidate fails a portion of the program and receives remedial training and subsequently completes the evaluation
- personnel are removed from the Authorized position.

If the person fails to maintain a pass standard (as defined in TP 30-13) in the continuing training program then remedial training must be scheduled and the person re-tested. Since maintaining the pass standard is required for personnel filling the Authorized position, failing to maintain this pass standard will require removal from the authorized position while the person completes remedial training. The person will continue to perform in a SPPPO position and no loss of pay will be incurred while remedial training continues.

If the person fails to attain a pass standard on the remedial training, an assessment of the required remedial action will be made to determine the need for more training or re-assignment to an SPPPO position within Operations.

Remuneration in **the** Licensed Position

All Authorized Senior Power Plant Operators receive a License Increment added to the salary of a Senior Power Plant Operator while they maintain their Authorized status. Upon initial Authorization, a Senior Power Plant Operator receives a License increment of 5% of the top of the SPPPO bracket. This increment will increase annually by 0.5% per year until a maximum license increment of 10% is attained. This increase in increment will occur on the anniversary of their initial Authorization as per Appendix 1 of this agreement.

In addition, personnel who complete all of the requirements of the program in each year, receive a lump sum payment of \$ 1200.00, to be paid in the first quarter of the following year. The lump sum payment for personnel authorized during the year is pro-rated based on the number of days in the calendar year authorized (i.e., a person authorized on June 30 of a given year is enrolled in the continuing training program starting in July 1 and the lump sum payment for that year would be based on 184/365 of a one year payment.) Personnel who maintain their qualification for less than the full year will also receive a pro-rated lump sum payment for the training.

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Persons removed from the Authorized position due to failure of remedial Training in the Continuing Training program will have their annual lump sum payment reduced by an amount equal to that portion of the year they were not able to fill the Authorized position.

In addition to the above lump sum payment, personnel who successfully complete a Comprehensive Evaluation, without the need for remedial training, will receive a lump sum payment of \$ 1000.00. Personnel who fail but successfully complete remedial training and evaluation on the first re-test will receive a lump sum payment of \$ 750.00. Subsequent successful re-tests will receive no remuneration.

This agreement will be retroactive to July 1, 1996.

Note: All increments are considered pensionable earnings, **however lump sum payments are not included in pensionable earnings.**

Removal from the Authorized Position

When an individual is removed from the Authorized position and remains with the Operations department at PLGS, the person will be re-classified to SPPO.

When an individual successfully bids for a position in another department, the person is re-classified to the bid position in accordance with the Union Agreement or Corporate Policy as applicable.

Signed this ____ day of December, 1998

I.B.E.W., Local 2309

NB Power

2000-08-23
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Appendix 1

SPPO INCREMENTS

SPPO is the base salary for the authorized position and the following increments will be added while the employee remains in the authorized position. Lump sum payments will be paid upon successful completion of training/evaluation requirements.

Current top step SPPO position □ \$ 33.49

Start of Year	Proposed License Increment	C.T. Lump Sum at year end (Assume full year)
1	\$ 1.67 /hr (5.0%)	\$1200
2	\$ 1.84 /hr (5.5%)	\$1200
3	\$ 2.01/hr (6.0%)	\$1200
4	\$ 2.18 /hr (6.5%)	\$1200
5	\$ 2.34/hr (7.0%)	\$1200
6	\$ 2.51 /hr (7.5%)	\$1200
7	\$ 2.67 /hr (8.0%)	\$1200
8	\$ 2.84 /hr (8.5%)	\$1200
9	\$ 3.01 /hr (9.0%)	\$1200
10	\$ 3.18 /hr (9.5%)	\$1200
11	\$ 3.35 /hr (10%)	\$1200

Note: The License increment amounts shown are based on the SPPO salary effective October 1, 1998 specified in the Collective Agreement signed December 19, 1997.

In addition, a lump sum of \$1000 will be paid for successful completion of a Comprehensive Evaluation (written or simulator exam) on a cycle as determined by NB Power and the AECB.

-08-23
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CNSC Initial Authorization Program

2000.08.18

Page 1

The introduction of the Systematic Approach to Training (SAT) at Point Lepreau is leading to significant changes in the Initial Authorization Training Program in terms of process formality and the way in which the Regulator (CNSC) discharges its mandate to the public. As a consequence of recent changes and anticipated future changes, it is appropriate that the Union agreement dealing with the Licensed Operator Training be modified to reflect these changes.

1. Selection

When selected to participate in the CNSC Initial Authorization Program, it is expected that the candidate will progress through the program to the licensed SPPO position expeditiously.

Selection of candidates to enter the Authorization Training Program will be based on the following:

- Successful completion of all pre-requisite training (i.e. that which qualifies an individual for the position of PPO II) or other training deemed to be equivalent by Station management.
- Field experience
- Demonstrated ability to meet the high standards on pre-requisite training courses
- Individual prior job performance
- Management records reported by supervisory staff

In addition, pre-selection tests and interviews may be conducted. Qualities of stability and maturity exhibited in past experiences are also weighed in the selection.

Candidates who were selected from the PPO I classification, who successfully complete all pre-requisite training for the Program (as above), and who are later removed from the Program will retain the PPO II classification if they return to a PPO position.

2000-08-23
ste JC

2. CNSC Initial Authorization Program

The CNSC Initial Authorization Program is evolving from a fully CNSC administered examination process to an accredited, CNSC audited process. The program described below reflects our view of the sequential element in the evolving process.

Individuals selected for the CNSC Initial Authorization Program will progress through the following phases of the training program;

1. Fundamentals - this involves training in the area of science fundamentals and equipment and system principles. It provides the candidate with the necessary background and 'enabling' knowledge such that an understanding of the principles of station/system/equipment is attained.
2. Applied Fundamentals - this training relates the fundamentals to their practical application in generic and/or station specific systems and equipment.
3. Radiation Protection Training - this training addresses all aspects of radiation in terms of hazards, sources, measurement, contingency plans and protection as it related to the public, the environment and station staff. Certain aspects of this training will address similar concerns as it relates to conventional safety.
4. Station Systems - this training addresses station systems. It is a continuation, at a higher level, of Station Systems training that was provided during the PPO I/PPO II training program. The scope and depth of knowledge is governed by the Station System Generic Objectives. These generic objectives are the product of a joint effort by the Canadian utilities and the CNSC.
5. Reactor Safety - this, for the most part, is generic training which considers all aspects of CANDU design, maintenance, operation, configuration control, quality assurance etc. It provides candidates with the necessary background knowledge such that they can fully appreciate the importance of 'defense in depth' and the need to apply the concepts of safety and quality in all aspects of the job.

2000-08-23
AE J c

2. CNSC Initial Authorization Program

6. Integrated Operation - this training focuses on the relationship between station systems, the relevance of station procedures and how they all inter-relate to achieve overall plant control.
7. Simulator Training - this phase of the training is known as performance based training. During this training the candidate is taught to apply all knowledge previously taught, by actually operating simulated station equipment in response to normal, abnormal and emergency conditions, in accordance with station defined expectations.
8. CO-pilot Period - in this phase of the program, the candidate is assigned to a shift schedule and acts in the capacity of the authorized position in a monitored environment.
9. Progress within the program will be evaluated regularly using in house evaluations, both knowledge based and performance based, with major milestones of:

A Comprehensive knowledge based examination, which addresses subject matter, which cannot be adequately assessed during a performance based Simulator exam. This exam will initially be administered by the CNSC, however, it is expected we will eventually move to an in-house exam audited by the CNSC.

A Comprehensive Performance Based (Simulator) examination where the candidate must demonstrate the application of the necessary knowledge and skills to station operation in accordance with station procedures and expectations. Again this examination will initially be administered by the CNSC with the intention to eventually move to an CNSC audited process as above.

An Authorization Interview confirming a good understanding of in plant procedures and policies relevant to station operation.

2000-08-23
JR

CNSC Initial Authorization Program

2000.08.18

Page 4

2. CNSC Initial Authorization Program

This description is a summary of the contents of SI 01365 TR# XX, 'Initial Authorization Training' to describe the intent of the Initial Authorization Process. Details of the actual training program should be obtained from the actual Station Instruction.

3. Progression in the CNSC Initial Authorization Program

Continued participation in the CNSC Initial Authorization Program requires that the individual acquire a clear pass standing on all evaluations administered throughout the training program. This includes in house progress examinations and comprehensive performance and knowledge based examinations. Additionally the individual must acquire a pass standing on any CNSC administered examination

Ongoing participation in a program will be based on success in meeting the standards associated with each evaluation. Failing to meet the standards could result in;

- Continuation in the program with retraining in specific areas,
OR
- Removal from the program.

In addition to the formal aspects of the training program, the candidate will be required to demonstrate, during a defined co-piloting period, an ability to satisfactorily perform the authorized job. Appointment to the position will follow completion of both the formal aspects of the training and the co-piloting pending formal approval by the CNSC.

Candidates will be involved in co-piloting at various stages of the training program, including a period after they have met all the technical requirements of the authorized position. During co-piloting the candidates are assessed as to their ability to perform in the authorized position. Candidates are expected to understand and work within the framework of the policies and procedures, necessary to perform the function of the authorized position, in a monitored environment.

2000-08-23
AE J

4. Pay Administration in the CNSC Initial Authorization Program

It is recognized that individuals must make significant personal sacrifice to be successful in meeting the high standards applicable to this training program. Although individuals are rewarded on successful completion of the program, this does not compensate them for their efforts and sacrifice during the training program. We believe additional compensation is warranted during this time period, therefore, during this training program, candidates will be compensated as follows:

Upon starting the formal Training for the CNSC Generals program, the candidate will be promoted to Control Room Operator in Training ('CROIT') Step 1 (PPO 2 plus 5 %).

Upon successful completion of the CNSC Combined Generals Examination, the candidate will receive a lump sum payment of \$ 2500.00.

Upon successful completion of the Radiation Protection program, the candidate will be promoted to 'CROIT' Step 2 (Step 1 plus 5%).

Upon successful completion of the CNSC Combined Specifics Examination (includes some Radiation Protection subjects), the candidate will receive a lump sum payment of \$2500.00.

Upon completion of the CNSC Simulator Evaluation, the candidate will be promoted to 'CROIT' Step 3 (Step 2 plus 5%) and will proceed to complete the Co-Pilot phase of the program. When a candidate is co-piloting at any stage in the training, they will receive turnover pay for each shift worked while co-piloting.

Upon notification from the CNSC that the candidate has successfully completed the Simulator Evaluation, the candidate will receive a lump sum payment of \$ 2500.00. If the candidate has not been successful, their compensation will be reduced to Step 2 pending completion of the simulator evaluation.

Upon becoming licensed, the candidate will be promoted to Senior Power Plant Operator ('SPPO') step 'F' and will be eligible for the increments defined in the agreement for 'Re-qualification of SPPO (Licensed)/Rates and Progression'. Step 'F' is a new step in the salary range for the SPPO, established at 5% above SPPO step 'E' and will only apply to licensed SPPOs, while they maintain their authorization.

2000-08-18 23
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Énergie NB Power

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

July 21, 2000

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

Dear John:

RE: Temporary Employees/Internal Job Competitions

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

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

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

Yours truly,

Paul H. Theriault
Vice President
Human Resources & Administration

cc K. Stafford
S. Currie



Energie NB Power

May 5, 2003

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

Dear Ross:

RE: **PLGS – Compensation for Weekend Work/Candidates for Certification**

As a result of the requirement to deliver integrated System Operation (ISO) training in the specifics program for CRO Stream 2001, the candidates are temporarily required to work on Sunday to meet our objectives. The employees have agreed that in addition to their normal workweek, they will work on Sunday and keep track of those hours (on an hour for hour basis, not at overtime rates). Management has agreed that employees may arrange to take that time off when the program is completed, prior to returning to shift.

To provide some background, the Station is running a number of Certification programs in parallel, CRO Stream 2001 (Specifics) CRO Stream 2000 (simulator), SS incremental and Certified Staff Continuing training. All of these programs are priority one and require simulator time to deliver. In addition they are running SPPO initial training and SPPO Continuing training which frequently requires simulator time to address Control Room routine work, Operating Manual testing and other Control Room skills. For the past year they have adjusted schedules to accommodate this training load and make full use of the simulator.

To manage all of this training, local management and the employees originally discussed an alternative hours of work schedule for the candidates to work Sunday to Thursday to allow the ISO requirements to be met. However, the employees proposed an alternate arrangement whereby they would work the required Sundays for the ISO in addition to their regular workweek and "keep track" of the extra time worked. They would receive equivalent time off in the summer at the end of the program, immediately following completion of the "Specifics" exam before their return to Full Shift Assignment. Local management agreed that this was an acceptable approach. As this proposal is not covered by the terms of the collective agreement, we are entering into this agreement to cover these circumstances. This agreement will be on a "without prejudice" basis and the hours being kept in this unofficial "bank" will not form part of the entitlement covered by article 10.05 of the collective agreement. Please signify your agreement by signing as indicated below.

Yours truly,

Susan A. Currie
Director, Labour Relations

Ross Galbraith
Assistant Business Manager

cc F. McCallum
W. Theriault
S. Desrosiers



Énergie NB Power

April 18, 2000

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

Dear Mr. Cole:

RE: Shift Supervisors in Training -- Interim Agreement

The Parties to the Collective Agreement have agreed to the following as total compensation for Mark Power and Michael Hare for the period while they are participating in the Shift Supervisor in training program:

1. Effective September 7, 1999, they will be re-classified as shift supervisors in training and will be assigned to the step below the top step of the range of the shift supervisor in training classification (currently step "D") as set out in Appendix "A" of the Collective Agreement;
2. They will remain at this step (with the general wage increases set out in Appendix "A") until successful completion of their Generals, RPT and Specifics written examinations, and will then move to the top step (currently step "E") of the shift supervisor in training range for the duration of the co-piloting period;
3. Upon successful completion of the written examinations for the Generals and Specifics, they will receive a lump sum bonus of 5% of the top step of the shift supervisor in training range for each of these examinations;
4. There will be no compensation for turnover until the individual begins the co-piloting stage of the training program, and once the individual is in the co-piloting stage, compensation for turnover will be paid in accordance with the Collective Agreement;
5. Upon successful completion of the co-piloting stage of the program, they will be reclassified as Shift Supervisors.

Please signify your agreement with this proposal by signing as indicated below.

Yours truly,

Susan A. Currie
Chief Labour Relations Officer

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

cc: F. McCallum
S. Desrosiers
F. Ouellette

Énergie NB Power

P.O. Box 2000/C.1
515 King Street/515, rue King
Fredericton, N-B
Canada E3B 4X1

August 25, 1999

Mr. John E. Cole
Business Manager
I.B.E.W., Local 2309
138 Neill Street
Fredericton, N. B.
E3A 2Z6

Dear Mr. Cole:

RE: Market Adjustment to Salaries for Shift Supervisors – Nuclear

Further to our discussions with Local 2309 and the shift supervisors at Point Lepreau, it has been decided that in order to ensure the recruitment and retention of qualified staff in the shift supervisor positions, an adjustment to the salary of this classification is required to reflect the current national and international market conditions. As a result, the Parties have agreed to amend the Collective Agreement to reflect such an adjustment.


Effective April 1, 1999, the salary for the shift supervisor – nuclear classification will be adjusted to be equivalent to classifications currently in band M32, as set out in Appendix "A" of the Collective Agreement.

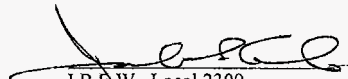
In addition, the shift supervisors raised a concern about the calculation of overtime and the Parties have agreed to amend article 10.01, 10.06 and 9.06 (d) (i) & (iii) of the Collective Agreement. Effective the date of signing of this agreement, the duty shift supervisor will be paid overtime at 1 ½ and 2 time their regular rate (as applied in the current Local 2309 agreement with the Technical group for employees working the full shift assignment at Point Lepreau) rather than the 1 ¼ time the rate as indicated in their current collective agreement.

Please signify your agreement by signing as indicated below.

Yours truly,

NEW BRUNSWICK POWER CORPORATION


Susan LeBlond, Relations Officer


I.B.E.W., Local 2309
I.B.E.W., Local 2309

cc: R. White
P. Theriault

Shift Supervisors – Nuclear Requalification Agreement

The AECB expect Nuclear Station Operators to implement a Requalification Process for Licensed Staff in their Station. This process must include a Continuing Training program and Comprehensive Evaluations, for both Licensed SPPOs and Shift Supervisors. To meet this requirement we have developed a program to maintain the qualification of Licensed Staff at Point Lepreau. The Continuing Training Program for Authorized Staff at Point Lepreau is defined in Training Procedure TP 30.13 issued 97.12.23. This program includes a number of written examinations and limited scope performance evaluations, as well as Comprehensive Evaluations on a frequency required to meet the objective of maintaining personnel fully qualified and the requirements of the AECB.

N.B. Power has advised the AECB that the requalification process for licensed staff will consist of:

- Successful completion of all requirements of the Continuing Training Program as defined in TP 30.13. This program defines the refresher training for licensed personnel including any necessary performance and knowledge based testing. The program is currently planned to be completed on a 3 year cycle. The program will also include any required update training, along with its testing requirements and any Comprehensive Evaluations for each licensed person.
- Training Procedure TP 50.03 for conducting a Comprehensive Performance Evaluation. This procedure identifies the requirements for conducting this evaluation, the pass/fail criteria, a remedial training policy, a feedback process on completion of the evaluation and an appeal process for candidates who disagree with the results.

Although it has always been maintained that licensed personnel are expected to remain current on new documentation and are expected to successfully complete scheduled training, the Comprehensive Evaluation, which may be audited by AECB, PQAD personnel, adds a new requirement that the licensed personnel must achieve.

This agreement addresses compensation for the additional training requirements and the consequences if any of the following should occur:

- a candidate fails and is not re-trainable for the licensed position
- a candidate fails a portion of the program and receives remedial training and subsequently completes the evaluation
- personnel are removed from the Authorized position

If the person fails to maintain a pass standard (as defined in TP 30-13) in the continuing training program then remedial training must be scheduled and the person re-tested. Since maintaining the pass standard is required for personnel filling the Authorized position, failing to maintain this pass standard will require removal from the Authorized position while the person completes remedial training. The person will continue to perform in a non authorized position and no loss of pay will be incurred while remedial training continues.

If the person fails to attain a pass standard on the remedial training, an assessment of the required remedial action will be made to determine the need for more training or re-assignment to another position within the PLGS organization.

Remuneration in the Licensed Position

All Authorized Shift Supervisors receive a License Increment added to the salary of a Shift Supervisor while they maintain their Authorized status. Upon initial Authorization, a Shift Supervisor receives a License Increment of 6% of the top of the Shift Supervisor range. This increment will increase annually by 0.6% per year until a maximum license increment of 12% is attained. This increase in increment will occur on the anniversary of their initial Authorization as per Appendix "A" of this agreement. Time spent as a licensed Control Room Operator at Point Lepreau will be included in the calculation of the License Increment.

In addition, personnel who complete all of the requirements of the Continuing Training program in each year, receive a lump sum payment of \$ 1,500.00, to be paid in the first quarter of the following year. The lump sum payment for personnel authorized during the year is pro-rated based on the number of days in the calendar year authorized (i.e., a person authorized on June 30th of a given year is enrolled in the continuing training program starting on July 1st and the lump sum payment for that year would be based on 184/365 of a one year payment). Personnel who maintain their qualification for less than the full year will also receive a pro-rated lump sum payment for the training.

Persons removed from the Authorized position due to failure of remedial training in the Continuing Training program will have their annual lump sum payment reduced by an amount equal to that portion of the year they were not able to fill the Authorized position.

In addition to the above lump sum payment, personnel who successfully complete a Comprehensive Evaluation, without the need for remedial training, will receive a lump sum payment of \$ 1,500.00. Personnel who fail but successfully complete remedial training and evaluation on the first re-test will receive a lump sum payment of \$ 1,000.00. Subsequent successful re-tests will receive no remuneration.

This agreement will be retroactive to July 1, 1996.

Note: The license increment is considered to be pensionable earnings, however lump sum payments are not included in pensionable earnings.


Removal from the Authorized Position

When an individual leaves or is removed from the Authorized position, they will not retain their license increment.

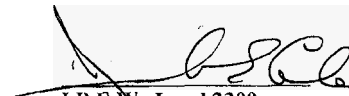
When an individual is removed from the Authorized position and is re-assigned to another position at PLGS with a maximum salary that is lower than the individual's rate of pay, their salary will be treated in accordance with article 8.01 (d) of the Collective Agreement.

When an individual successfully competes for a position in another department, they will be re-classified to the position in accordance with the Collective Agreement or Corporate Policy, as applicable.

Signed this 25th day of August, 1999.



N.B. Power



I.B.E.W., Local 2309

Appendix "A"

Shift Supervisor – Nuclear License Increment

As a result of a separate agreement, the base salary for the Shift Supervisor– Nuclear classification has been adjusted, effective April 1, 1999 to be equivalent to classifications in M32. For the period of retroactivity to July 1, 1996, the License Increment will be calculated on the applicable base rate of the shift supervisor classification, not including any amounts for temporary adjustments or license bonus.

Base Rates							
	Min			Max			
01-Jul-96	\$61,104	29.38		\$76,380	36.72		
07-Jul-97	\$60,896	29.28		\$76,172	36.62		
	A	B	C	D	E		
M31 Band							
01-Feb-98	29.68	31.54	33.40	35.27	37.13		
25-Dec-98	30.41	32.32	34.23	36.14	38.05		
M32 Band							
01-Apr-99	33.18	35.27	37.35	39.43	41.52		
02-Apr-99 (flex)	33.30	35.39	37.47	39.55	41.64		
Licensing Increment							
Year	Percent	Jul-96	Jul-97	Feb-98	Dec-98	Apr-99	1999 (Flex)
At Licensing	6.0%	\$2.20	\$2.20	\$2.23	\$2.28	\$2.49	\$2.50
1	6.6%	\$2.42	\$2.42	\$2.45	\$2.51	\$2.74	\$2.75
2	7.2%	\$2.64	\$2.64	\$2.67	\$2.74	\$2.99	\$3.00
3	7.8%	\$2.86	\$2.86	\$2.90	\$2.97	\$3.24	\$3.25
4	8.4%	\$3.08	\$3.08	\$3.12	\$3.20	\$3.49	\$3.50
5	9.0%	\$3.30	\$3.30	\$3.34	\$3.42	\$3.74	\$3.75
6	9.6%	\$3.53	\$3.52	\$3.56	\$3.65	\$3.99	\$4.00
7	10.2%	\$3.75	\$3.74	\$3.79	\$3.88	\$4.24	\$4.25
8	10.8%	\$3.97	\$3.96	\$4.01	\$4.11	\$4.48	\$4.50
9	11.4%	\$4.19	\$4.17	\$4.23	\$4.34	\$4.73	\$4.75
10	12.0%	\$4.41	\$4.39	\$4.46	\$4.57	\$4.98	\$5.00
Take the number of years licensed and add that licensing increment to the appropriate step.							

NEW BRUNSWICK POWER
ÉNERGIE NOUVEAU-BRUNSWICK

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

1994 09 13

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

Dear Mr. Cole:

RE: "CLOSED" COMPETITIONS

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

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

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

Yours truly,



Paul Theriault
Vice-president, Human Resources

KS/lg

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



NEW BRUNSWICK POWER
ÉNERGIE NOUVEAU-BRUNSWICK
 POINT LEFREAU GENERATING STATION
 PO BOX 10
 LEFREAU, NEW BRUNSWICK
 B0G 2H0

92-11-04

Mr. John Cole
 Business Manager
 Local 2309, IBEW

Dear Mr. Cole:

This letter will set forth the agreement reached between NB Power and IBEW, Local 2309, Technical Non-Supervisory Group with respect to the hours of work for Nuclear Classification employees that are assigned to a Fuel Handling Shift Schedule.

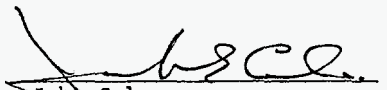
1. The normal day shall be either 8 or 12 hours as defined in a two week cycle as per the following example:

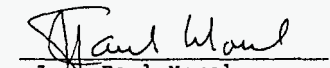
Day	WEEK 1							WEEK 2						
	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Crew A		12	8	8	8	8				12	12	12		
Crew B			12	12	12				12	8	8	8	8	

2. The hours of work shall be:
 8:00 hrs. - 20:00 hrs, designated as 12 hr. shift (12)
 8:00 hrs. - 16:00 hrs, designated as 8 hr. shift (8)
 These hours may be changed by mutual agreement (eg. from 07:00 hrs. to 19:00 hrs.),
3. There is no shift differential to be paid for working any shift and/or portion of a shift of the **12hr/8hr** schedule.
4. Personnel assigned to a days only assignment for Fuel Handling would be expected to work 08:00 - 16:00 Monday to Friday.
5. During a Dry Fuel Storage campaign, the assigned crew may be asked to work a **12hr/8hr** schedule.
6. Personnel, on the designated fuelling crew only, are eligible for "browns" or "turnover pay".

7. For pay periods that include Statutory Holidays, the schedule will be revised so that the total number of hours worked plus statutory holidays will equal 80 hours. Normally a biweekly schedule consists of four 12 hour and four 8 hour shifts.
8. Overtime rates and meal allowances will be as per the Collective Agreement.
9. It is understood that the implementation, cancellation, or the suspension of the 12 and 8 hour schedule will not result in the payment of any overtime premium.
10. When an employee is being granted jury duty leave, he will be paid for the amount of regular hours that he was scheduled to work on that day.
11. All of the consecutive days required for bereavement leave (as per section 13.07 of the Collective Agreement) which falls on scheduled work days, will be paid for all regular time scheduled on such work days.
12. Sick leave credits shall be calculated on an hourly basis.
13. Notwithstanding section 10.05 c) of the Collective Agreement, for the purpose of accommodating the 12 and 8 hour schedule, the eligible time off hours entered in the bank shall not exceed 48 hours in any calendar year.
- 14a) On the day of an election, the parties will seek ways to maintain the twelve hour schedule in effect without imposing additional costs to NB Power on that day; eg. the day crew employees availing themselves of the advance poll.
 - b) If necessary, the twelve hour schedule will be suspended temporarily and employees will revert to an eight hour day schedule. Such reassignment will not be considered as a Variance to the Master Work Schedule.
15. Any individual assigned to training will be expected to work the same hours as personnel normally working "Non Shift Assignment" at Point Lepreau. No premium will be paid provided seven (7) calendar days written notice has been given.
16. It is understood that the terms and conditions stipulated in this agreement are subject to AECB review and approval.

17. The continuation of this schedule or the return to the hours of work provided in the Collective Agreement will be contingent on a vote taken one year and three years after the operation of the shift schedule. In both cases, a majority vote of $\frac{2}{3}$ will be required to maintain the continuation of the 12 and 8 hour schedule.
18. Except for the changes as identified in this agreement, all other provisions of the Collective Agreement will remain unchanged on the understanding that their application will not result in any appreciable increase in **cost** to NB Power on the implementation of the 12 and 8 hour shift assignment.
19. Following implementation of the 12 and 8 hour schedule, such schedule may be cancelled immediately by management should either the safe operation of the plant or public safety be adversely affected. The 12 and 8 hour schedule may be cancelled for other reasons by management or the union upon two months written notice to the other party.


John Cole
Business Manager, Local 2309


Jean Paul Morel
Manager Labour Relations

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