

**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.**

**TRANSMISSION OPERATIONAL GROUP**

**JANUARY 1, 2001 - DECEMBER 31, 2005**



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THIS AGREEMENT, made in duplicate this 10<sup>th</sup> day of September, 2002.

BETWEEN:

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

AND

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

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

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

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

NOW THEREFORE, it is agreed between the parties hereto:

## ARTICLE I

### **UNION RECOGNITION**

**1.01** The Corporation recognizes Local Union **37** of The International Brotherhood of Electrical Workers as the exclusive bargaining agent for all employees in the Transmission Operational bargaining unit to whom New Brunswick Certification Order Number **PS-037-00** applies.

**1.02** The wages, hours of work and conditions of employment for new classifications created within the bargaining unit and the wages for existing classifications, where a significant increase in responsibilities results from an expansion of assigned duties, shall be established only after discussion with the Union and shall become part of this agreement.

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

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

**1.05** The Corporation shall not in any way attempt to persuade an employee covered by this agreement to refrain from becoming an officer or representative of the Union or from exercising their lawful rights as a member of the Union.

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

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

## ARTICLE II

### RIGHTS OF THE UNION

#### **2.01 General**

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

#### **2.02 Union Officials**

##### **2.02 a) Business Manager**

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

##### **2.02 b) Shop Stewards**

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

##### **2.02 c) Union Negotiating Committee**

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

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

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

**2.02 d) Other Pay and Expenses**

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

**2.02 e) Union Officers**

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

**2.03 New Employees**

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

#### **2.04 Union Membership**

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

### **ARTICLE III**

#### **RIGHTS OF THE CORPORATION**

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

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

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

### **ARTICLE IV**

#### **CORPORATE LABOUR MANAGEMENT COMMITTEE**

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

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

## ARTICLE V

### **DEFINITION OF EMPLOYEE**

**5.01** In this Agreement:

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

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

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

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

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

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

**5.01 g)** "Regular Seasonal Employee" means a person who has been appointed to fill a complement position. The need for such a position is on-going but such need is generally interrupted temporarily due to the seasonal nature of the work (i.e. weather, availability of staff or other circumstances).



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

## **ARTICLE VI**

### **NO STRIKE OR LOCKOUT**

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

## **ARTICLE VII**

### **DISCIPLINE AND DISCHARGE**

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

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

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

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

- i) 6 months for any documentation of verbal discussions of disciplinary matters,
- ii) 18 months for formal written documentation of a disciplinary transaction,
- iii) 24 months for formal written documentation of a disciplinary transaction which results in a leave (with or without pay) or any other penalty.

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

**7.05** Notwithstanding anything contained elsewhere in this agreement, a probationary employee shall have no right to grieve termination of their employment during the probation period.

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

## **ARTICLE VIII**

### **WAGES**

#### **8.01 General**

**8.01 a)** Wages of all employees covered by this agreement shall be at those levels appearing in Appendix "A". The hourly rates shown in Appendix "A" do not include the 3 cents per hour for the Union Education fund.

**8.01 b)** The Corporation agrees to remit to the Union on a quarterly basis the above noted three (3) cents per hour, for all regular and overtime hours worked. Remittances for overtime hours shall be at straight time and banked

time shall be paid as it is put in the bank. It is understood that these remittances are to be used by the Union for the purpose of membership education.

## **8.02 Wage Adjustments**

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

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

i) Effective December 31, 2000, ranges for the following classifications: co-ordinator admin train & safety, work planner, fleet co-ordinator, business analyst, admin analyst, admin transactions & scheduling, co-ordinator transactions & scheduling, energy co-ordinator, senior system operator, supply planner, supervisor CADD and technical applications and buyer will be established. These ranges will be equivalent to the non-union range for these classifications on December 31, 2000 and hourly rates will be calculated on the basis of applicable hours of work. Individuals in the above classifications moving to new ranges will be placed on step. Should their current base compensation rate fall between two steps, they will be placed on the next highest step in the range to their current base compensation rate effective December 31, 2000. They will then receive the increases under this collective agreement that apply to their classification.

ii) Effective the date of signing, a three step range will be created for former 1733 classifications with the top step set at the rate in effect on January 1, 2002. Individuals moving to new ranges will be placed on step. Should their current base compensation rate fall between two steps, they will be placed on the next highest step to their current base compensation rate.

iii) Effective the date of signing of this agreement, the following classifications will be eliminated: co-ordinator spare parts; helper driller; groundhand; assistant picket survey; assistant rear survey; assistant rod survey; assistant head survey; climber; handler material; co-ordinator spare parts; supervisor machine brush cutting; dispatch operator; systems load analyst; electrician/electronic.

iv) Effective the date of signing of this agreement, the foreman T&D and foreman II classifications will be eliminated and replaced by the classifications of Crew Leader and General Foreman respectively. Those individuals who are currently classified as Lead Lineworker and are leading TLM crews with hot line responsibilities will be reclassified as Crew Leaders. Individuals who are supervising TLM crew leaders in the Transmission Services group will be reclassified as Area Supervisors. The range for Area Supervisors will be adjusted to be the same as the range for General Foreman.

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

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

vi) Classification adjustment: as a result of flexibility in scheduling and scope of work and reduced travel costs, the following adjustments will be made to the top step of the range of the equipment operator and patroller:

- Date of signing of the agreement: \$0.50 per hour

vii) Classification adjustment: as a result of market issues and changes to the work requirements of employees in the linetrades, the following adjustments will be made to the top step of the range of the power line technician, lead power line technician, lineworker certified "A", crew leader (formerly the foreman T&D), foreman I, area supervisor and general foreman (formerly the foreman II):

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

In addition, the power line technician and lineworker certified "A" will receive the following adjustments to their rate:

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

viii) Classification adjustment: as a result of internal recruitment and retention issues, the following adjustments will be made to the top step of the range of the electrical mechanic III classification, electrical mechanic II classification, the electrical mechanic I classification, the senior electrical mechanic classification, the technician II classification, the technician I classification, the forestry technician classification, the assistant forest technician classification, the senior technician classification, the distribution system operator classification, the power system operator classification, the technical assistant II classification, and the technical assistant I classification:

- Date of signing of the agreement: \$1.00 per hour

ix) Effective the date of signing the top step for the Energy Co-ordinator will be set at 10% above the top step of the Power System Operator range. There is no agreement to maintain any equivalency between these classifications following the expiration of this collective agreement.

x) Effective the first full pay period after this Agreement is signed, the top step of the Senior System Operator will be set at 10% above the top step of the Energy Co-ordinator range. There is no agreement to maintain any equivalency between these classifications following the expiration of this collective agreement.

xi) Effective the first fully pay period after this Agreement is signed, all non-shift employees whose normal hours of work were 36.25 hours per week; will work 40 hours per week, unless otherwise agreed to by the parties;

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

**8.02 c)** In any case where an employee with at least 25 years of service is unable, for bona fide medical reasons, to carry out the duties and responsibilities of their position and is therefore reassigned to a lower paying classification, they may choose to have their salary adjusted in accordance with 8.02 (b) or they may elect to maintain the wage level of their former classification, including all increases applicable to the classification, until such time as the employee reaches the age of eligibility for an immediate unreduced pension under the provisions of the Public Service Superannuation Act. If at that time the employee chooses not to retire, their salary shall immediately be reduced to the appropriate level for their classification at that time.

### **8.03 Progress Within a Pay Bracket**

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

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

**8.03 c)** If an employee is otherwise progressing and performing satisfactorily but a step increase has been withheld because of a delay on the Corporation's part in providing required courses, training or experience, and the

employee subsequently meets Corporation standards, the increase shall be effective as well for the period of time attributable to the delay referred to. Such increases will not be withheld for more than six months, however, as a condition of continued employment, the employee must meet Corporation standards when the opportunity is provided.

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

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

**8.03 f)** There is no automatic progression in or to the following classifications: administrative support representative II, II – III, III, III – IV, IV or V, equipment operator I, II or III, business analyst, assistant forestry tech or forestry tech, technical assistant I or II, instrument person I, II or III, engineer V or a lead, senior, co-ordinator or supervisory classification.

#### **8.04 Relieving Pay**

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

**8.04 b)** When as a result of a request by the Corporation, an employee relieves in a higher paying supervisory position (not including lead (i.e. crew leader, foreman I, lead hand, etc.), co-ordinator or senior positions) for a continuous period of four (4) hours or more, the employee shall receive 10% on their regular pay for all hours spent in the position. However, should the addition

of 10% result in the maximum salary of the relieved position being exceeded, the employee shall receive the maximum salary of the relieved position.

**8.04 c)** An employee will be considered to be relieving when the employee is required by the Corporation to leave their normal work and fill a position (a) to which the incumbent is expected to return or (b) which has become vacant and is open for bid. When an employee is absent or a position is vacant, there is no requirement for the Corporation to replace the absent employee with another employee or to pay the relieving rate. Employees will not be considered to be relieving when they perform functions that fall within the duties and responsibilities of their classification.

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

**8.04 e)** When an employee has been relieving for a period in excess of twenty (20) consecutive working days, their status will be changed to "acting" so that the relieving rate will apply to all hours until the relieving assignment is completed. At the Corporation's discretion, employees may be compensated for temporarily created positions, which will normally be "acting" positions that will be in effect for a minimum of twenty working days.

#### **8.05 Lead Hand Pay**

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

#### **8.06 Extra Responsibility**

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



## ARTICLE IX

### **HOURS OF WORK**

#### **9.01 General**

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

#### **9.02 Normal Hours – Non-Shift Assignment**

**9.02 a)** The normal hours of work for non-shift employees shall be eight (8) hours per day, Monday through Friday, with a one-half hour unpaid lunch break, resulting in a forty (40) hour week. The workday will be 8:00 a.m. to 4:30 p.m., unless specific provisions have been made in the following sections of this collective agreement, or altered as per the terms of this agreement.

**9.02 b)** Certain employees, because of the requirements of the job, work hours other than those defined in this agreement. The Corporation may alter normal hours of work for these individuals or groups to allow for an earlier or later workday and to allow noon hour coverage for continuing internal and/or external contact. The following is not an all-inclusive list; however, typical examples may include ASRs, Utilityworkers, Equipment Operators and employees working in Stores. For such classifications, normal working hours will remain 40 hours per week, but the Corporation shall determine the specific schedules.

#### **9.03 Normal Hours – C.T.A.S. and Distribution System Operators**

**9.03 a)** It is recognized that the hours of work for C.T.A.S. Operators and Distribution System Operators make certain provisions in regard to vacation, sick leave, and overtime. Therefore, if a conflict arises between this section and other portions of the Agreement dealing with vacation, sick leave, and overtime, this section will prevail.

To allow 24 hours per day and 7 days per week coverage, certain employees will be assigned to the following "Full Shift Schedule":

i) The normal work day for employees mentioned in sub-section 9.03 a) shall be 8 hours. The normal schedule of work shall consist of consecutive twenty-five (25) day cycles. Each twenty-five (25) day cycle shall consist of five (5) days of work from 12:00 a.m. to 8:00 a.m., followed by five (5) days of work from 8:00 a.m. to 4:00 p.m., followed by five (5) days of work from 4:00 p.m. to 12:00 a.m., followed by ten (10) days of time off.

ii) Shift plans shall be put out a year in advance and will normally not be changed. Necessary changes will be made only after consultation with the Union.

iii) When employees mentioned in sub-section 9.03 a) are temporarily required to work hours normally worked by non-shift workers they will be treated as shift workers with respect to overtime and time off until the cycle they are presently on ends. If they continue to work hours normally worked by non-shift workers after the completion of this cycle, their time will be treated as a day workers.

iv) When employees mentioned in sub-section 9.03 a) with more than fifteen (15) days vacation credits will be granted time off for these additional credits.

v) Because of the additional time off granted in the shift cycle, no overtime will be paid for working any regular Statutory Holiday that is part of the employee's regular shift cycle with the exception of Christmas day when the employee working that day as part of their regular shift cycle shall receive one extra days pay.

vi) Vacation credits will be treated separately and will be credited during each time off period, being averaged out over the year according to vacation credits earned during the year.

vii) Employees mentioned in sub-section 9.03 a) and their supervisors will agree on what vacation credits are to be allotted to their particular time off periods, prior to the start of the yearly shift plan. This normally will average out for the time off periods for that year.

viii) Should an employee mentioned in sub-section 9.03 a) be sick during their entire time off, so as not to allow the vacation to be used, then they will be paid for vacation not used during the period.

ix) Should an employee mentioned in sub-section 9.03 a) be required to work during the entire scheduled time off, so as not to allow the vacation credits to be used, then payment will be made for vacation not used during the period.

x) A shift differential of:

- i) between 4:00 p.m. and 12:00 a.m. = \$0.95 per hour
- ii) between 12:00 a.m. and 8:200 a.m = \$1.05 per hour

shall be paid for all regular hours worked. The shift differential will not be paid for overtime work or for hours paid at overtime rates.

xi) Those employees who, on the date of execution of this Agreement, are assigned to a full shift schedule will normally remain so assigned for the duration of the shift plan. However, due to special circumstances such as training, special assignment or through strengthening of the staff those employees can be assigned to a partial shift schedule. Notice will be provided at least two months prior to such change.

### **9.03 c) Partial Shift Schedule**

Other employees will be assigned to a so called "Partial Shift Schedule" which will allow coverage 5 days per week, Monday through Friday, excluding Saturdays, Sundays, and Statutory Holidays, on the 8:00 a.m. to 4:00 p.m. shift, on the 4:00 p.m. to 12:00 a.m. shift, and/or on the 8:00 a.m. to 12:00 p.m., 1:00 p.m. to 5:00 p.m. shift. In addition to the partial shift schedules

covered above, C.T.A.S. Operators will be assigned to a 6:00 a.m. to 2:00 p.m. shift and the 2:00 p.m. to 10:00 p.m. shift. A "Partial Shift Schedule" will be posted to cover as long a period as can be reasonably foreseen. Vacation entitlement for employees on the "Partial Shift Schedule" shall be as provided day workers.

**9.04 Normal Hours – Power System Operators and Energy Co-ordinators**

**9.04 a) Normal Hours- Full Shift Assignment**

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

	SUN	MON	TUE	WED	THU	FRI	SAT
<b>WEEK ONE</b>	X	D	D	X*	X	X	N
<b>WEEK TWO</b>	N	N	X*	D	D	X*	X
<b>WEEK THREE</b>	X	X	N	N	X*	D	D
<b>WEEK FOUR</b>	D	X*	X	X	N	N	X
<b>WEEK FIVE</b>	X	X	X	X	X	X	X

D = Day Shift,      N = Night Shift,      X = Off  
 \* = all overtime on such days to be paid at double time rate

2. The hours of work shall be:
  - 07:00 hours to 19:00 hours, designated as day shift
  - 19:00 hours to 07:00 hours, designated as night shift

**NOTE:** These hours may be changed by mutual agreement.
3. In replacement of article 10.03 (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

08:00 hours and 22:00 hours Monday through Friday shall be paid at time and one half.

4. Twelve (12) hours of vacation credit are built into each cycle. An employee who is sick or assigned to work the entire period of the longest sequence of time off for a cycle will be credited with twelve (12) hours of vacation. For the purpose of this section, the "longest sequence of time off" may span two cycles and where there are two period of time off of equal length, the latter sequence will be the relevant period.
5. In order to maintain and ensure a continuous operation, it may be necessary to establish an "On Call Roster". The decision as to whether such a roster is necessary shall rest solely with management. No premium or compensation shall be paid to any employee for serving on such a roster. Management will, however, provide one paging device as required.
6. On the day of an election, the parties will seek ways to maintain the twelve hour schedule in effect without imposing additional cost to NB Power on that day (e.g. the day crew employees availing themselves of the advance poll). If necessary, the twelve hour schedule will be suspended temporarily and employees will revert to an eight hour day schedule.
7. When an employee is entitled to leave for jury duty or bereavement, they will be paid for the amount of regular hours that they were scheduled to work on that day.
8. Sick leave shall be calculated on an hourly basis.
9. Employees who work Christmas day as part of their regular shift-cycle shall receive extra pay at straight time rate for all hours worked within the 24 hours of December 25.
10. When shift workers are required to temporarily work hours normally worked by non-shift workers, adjustments with respect to overtime and time off will be made in accordance with Appendix "G".

11. When Power System Operators and Energy Co-ordinators with more than fifteen (15) days vacation credits will be granted time off for these additional credits.
12. The shift differential for the twelve hour shift workers is payable only on the night shift as defined at item #2 above. The hourly rate for the 12 hour schedule shift differential is \$1.33.

#### **9.05 Shift Differential**

**9.05 a)** Shift differential for employees working an eight hour shift schedule will be as per article 9.03. Shift differential for employees working a twelve hour shift will be as per article 9.04.

#### **9.06 Work Break**

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

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

#### **9.07 Altered Hours**

**9.07 a)** With the understanding that any five consecutive days, Monday to Sunday inclusive, of eight consecutive hours, excluding lunch periods, shall constitute a work week, the Corporation reserves the right to alter normal hours and days but shall be required to pay premium time at the following rates for all time worked outside the defined normal hours or days.

- i) Monday through Friday – Double Time
- ii) Saturday, Sunday, Statutory Holidays – Double Time

- iii) When employees are assigned to work altered hours for a period of five (5) consecutive days or more, the premium rate to be paid Monday through Friday will be Time and One Half
- iv) Employess will be notified before the beginning of work that their schedule has been altered in accordance with this article.

**9.07 b)** The above rules for altered hours shall not apply to one day situations. One day situations will be dealt with in context with the overtime and rest period clauses.

**9.07 c)** In no case will an employee be required to revert back to normal hours without 8 hours rest and any time lost to accommodate this rest period shall be paid time.

**9.07 d)** The Corporation agrees to provide as much notice as possible prior to altering hours.

#### **9.08 Alternative Hours of Work**

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

##### **9.08 a) Agreements between the Corporation and the Union**

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

##### **9.08 b) Local Agreements**

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

i) where the agreement is for a regular schedule of altered hours, the hours of work will be confirmed in a letter of agreement which will contain a provision allowing local management, the individual or the group of employees (by majority vote) to revert to normal hours as defined in the collective agreement with thirty (30) days notice;

ii) the normal hours in a day may be extended to twelve **(12)** hours before overtime premiums (at prevailing overtime rates) apply to those hours in excess of twelve hours;

iii) an employee who has completed their normal work week (40 hours, excluding hours paid at overtime rates), will leave work or, if directed to continue working, will be paid prevailing overtime rates for the remainder of the time worked in that week:

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

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

#### **9.08 c) Alternative Work Weeks**

The Corporation may change an employee's normal work week, for all or part of a pay period, from a five (5) day schedule of eight (8) hours per day to one of the following, without a payment of any overtime premium:

- a four **(4)** day schedule of ten **(10)** hours per day; or
- a nine (9) day schedule of nine (9) hours per day for eight days plus one eight (8) hour day.



When the Corporation establishes an alternative work week schedule, the following conditions will apply:

i) subject to operational requirements, the supervisor will ask for volunteers, before choosing who will be assigned to the work. In the linetrade, volunteers must be by crew;

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

iii) if a statutory holiday or period of rest falls during a scheduled alternative work week, the employee will receive eight (8) hours pay and may choose to take either banked time, vacation or unpaid time to make up the remaining scheduled hours. If a statutory holiday falls on the designated day off for that work week, an employee will receive eight (8) hours pay at the straight time overtime rate. When the July 1<sup>st</sup> or November 11<sup>th</sup> statutory holidays occur mid-week, at the discretion of management, the statutory holiday may be celebrated at either the start or end of that work week;

iv) an employee who is scheduled to work overtime during their regular day off in an alternative work week who works between the hours of 8:00 a.m. and 10:00 p.m. on their regular day off will be paid at time and one-half their regular rate of pay for the first five and one-half hours and double time their regular rate of pay for any additional hours. Failure to provide twelve (12) hours of notice for such overtime will result in the overtime being paid as call-out overtime at the prevailing overtime rate for all hours worked on that day.

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

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

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

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

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

**10.02 g) Application of Call-Out Overtime**

Call-out overtime will apply as follows:

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

### **10.03 Overtime Rates**

#### **10.03 a) Non-Shift Workers**

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

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

#### **10.03 b) Shift Workers**

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

- i) Monday through Friday between 8:00 a.m. and 10:00 p.m. - time and one half
- ii) Monday through Friday between 10:00 p.m. and 8:00 a.m. - double time
- iii) Saturday, Sunday - double time
- iv) Statutory Holiday - double time in addition to normal day's pay
- v) Call Out - double time
- vi) Double time days as indicated in the shift schedule - double time

### **10.04 Minimum Period of Overtime and Cancellation of Overtime**

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

**10.04 b)** When overtime which was scheduled for an employee's normal day off is cancelled, the employee shall receive two hours pay at straight time unless the employee received at least twenty (20) hours verbal or written notice of the cancellation.

### **10.05 Work During Noon Break**

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

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

### **10.06 Period of Rest**

**10.06 a)** All non-shift workers who are required to work overtime between the hours of 11:00 p.m. and 8:00 a.m. and who are scheduled to work their normal workday beginning at 8:00 a.m. the same day, shall be entitled to a period of rest without **loss** of regular pay under the following circumstances:

- i) A minimum of three (3) overtime hours worked between 11:00 p.m. and 4:00 a.m.
  - Off until 12:30 p.m. the same day
- ii) A minimum of three (3) call outs between 11:00 p.m. and 8:00 a.m.
  - Off until 12:30 p.m. the same day
- iii) A minimum of five (5) hours worked between 11:00 p.m. and 8:00 a.m.
  - Off until 4:30 p.m. the same day

**10.06 b)** In circumstances where the current job may either be completed or placed in a safe state within two hours of the start of the normal or alternative hours of work, subject to any applicable health and safety standards, the employees may continue working with supervisory approval, and will be compensated at time and one half for the actual time worked.

**10.06 c)** Employees exercising their entitlement to paid rest under the terms of this section will ensure that their supervisor is made aware of their intended absence. If the supervisor is not available, notification may be made through the Energy Control Centre.

### **10.07 Banking of Overtime**

**10.07 a)** An employee may elect not to receive pay for overtime worked (including on call pay) and have such overtime hours credited, at premium rates, to a bank for later time off (e.g., employee works 8 hours at time and one-half – credit in bank is twelve (12) hours – time off entitlement is twelve (12) hours). Alternatively an employee may elect to transfer such overtime pay to any Registered Retirement Savings Plan (RRSP) selected by the Union for this purpose and included in the payroll system by the Corporation.

**10.07 b)** Total hours entered in the bank for employees shall not exceed 60 hours in any calendar year. The Corporation may schedule up to 8 hours of time off for an employee, using banked hours in excess of the first 40 entered into the bank by the employee.

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

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

**10.07 e)** Requests for banked time off will be given the same consideration as unscheduled vacation. Such requests will be considered on a first come, first served basis and will be subject to operational requirements. Unscheduled vacation is defined as a request for vacation with less than ten (10) calendar days notice.

**10.07 f)** When time off for shift workers requires replacement at overtime rates, time off will only be granted if the shift worker reimburses such time off at replacement value.

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

**10.08 On Call**

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

**10.08 a)** During the period:

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

**10.08 b)** An employee who is unable to complete their weekly cycle of "on call" will be paid for actual periods worked in accordance with Schedule #1

above. The first two periods replaced shall be paid in accordance with Schedule #1, plus one (1) additional hour's pay per period. Subsequent periods replaced shall be paid as per Schedule #1 (i.e., subject to paragraphs (c) and (h) below), total compensation for the seven (7) day period shall not exceed 12 hours.

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

**10.08 d)** Employees "on call" shall keep themselves readily available. Employees 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 and cell phone or being contacted at home. However, in special circumstances (i.e. emergency, storms, etc.) when the Corporation requests that a supervisory employee be on call (i.e., to be immediately available to come into work), they will be paid in accordance with the on-call (Regular or Supplementary) schedules above.

In order to maintain and ensure a continuous operation, Area Supervisors are responsible for coverage for their area of responsibility outside of the normal or alternative hours of work. In circumstances where they may not be available, Area Supervisors must arrange for replacement coverage and must inform the Energy Control Centre of the name and phone number of their alternate contact. Area Supervisors will not be compensated for this responsibility and should a lack of coverage occur, Area Supervisors must develop a coverage plan acceptable to management to ensure continuous coverage is maintained in the future.



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

**10.08 l)** The Energy Control Centre will be responsible to ensure that trouble calls are responded to in the shortest possible time by utilizing available resources.

**10.09 Emergency Restoration of Power by Employees in Transmission**

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

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

ARTICLE XI

**OVERTIME MEAL ALLOWANCE**

**11.01** Definitions of “overtime” will be as per article X.

### **11.02 Satisfaction of Entitlement**

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

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

Meal rate: \$ 14.50

### **11.03 Meal Breaks**

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

### **11.04 Entitlement to Meal Allowances**

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

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

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

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

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

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

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

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

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

**ARTICLE XII**

**TRAVEL**

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

**12.01 a)** For all employees, time spent in travel outside of an employee's normal or alternative hours of work to attend meetings or training will be paid at the employee's normal hourly rate provided the training or meeting location is more than 20 km from an employee's home, motel or headquarters. In circumstances where training or meeting locations are within 20 km of an employee's home, motel or headquarters, there is no compensation for travel.

**12.01 b)** For all employees, with the exception of Stores and Float Operators, time spent in travel outside of an employee's normal or alternative hours of work to travel to a work **site** at the start of the work week and return to their headquarters or home, **at the end of the work week will be paid at the employee's normal hourly rate.**

**12.01 c)** For all employees, time spent in travel on Saturday, Sunday and Statutory Holidays shall be paid at premium rates with the exception of (b) above.

**12.01 d)** For all employees, the time spent in travel outside of an employee's normal or alternative hours of work during the work week (i.e., excluding Saturday, Sunday and Statutory holidays), for activities other than meetings, training or travel to and from the work site at the start and end of the work week, will be paid as follows:

- the first half hour prior to and following an employee's normal or alternative hours of work shall be paid at the employee's normal hourly rate with all other time paid at prevailing overtime rates.

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

i) time traveled is measured from headquarters to work site, work site to work site, accommodations to work site when an employee is required to stay overnight or from home to work site (non-headquartered employees only). In Fredericton – Head Office, the Energy Control Centre, Transmission Services and any other NB Power locations will be treated as one headquarters and time for travel between these locations will not be paid;

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

iii) employees will require prior approval from the Corporation in order to use their personal vehicles for travel and compensation for mileage (at the rate set out in corporate policy) will only be paid to the driver of the vehicle;

iv) overnight accommodation will be approved at the discretion of the Corporation; however, when the distance between the originating destination and the work site exceeds 80 km, an employee can discuss with their manager whether overnight accommodation may be appropriate in their circumstances;

v) in those circumstances approved by the Corporation, a travel allowance will be available to compensate employees who wish to travel on their own time and at their own cost, as follows:

- \$25.00 when supplied with a NB Power vehicle; or
- \$50.00 when using personal vehicle

These payments represent the total compensation for such travel and no additional compensation will be paid for travel time, meals, use of the employee's vehicle or any other related expense;

vi) standard time periods for travel between fixed locations will be established;

vii) employees required to stay in accommodations will be entitled to the following miscellaneous expense per diem schedule:

- \$3 – the first night
- \$5 – the second consecutive calendar night
- \$8 – the third and subsequent consecutive calendar nights

Compensation for in-province miscellaneous expense per diems will be paid in accordance with the terms of this agreement. If there is a conflict between the Corporate policies on travel and accommodations and this Agreement, the terms of this Agreement will apply. This increased per diem is to compensate for additional out of pocket expenses as a result of routine travel on behalf of the Employer.

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

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

i) an employee is required to stay overnight and is covered by the provisions for meals (if any) in the Corporation's travel and accommodation policies; or

ii) an employee travels to a work site and the distance between their headquarters and the work site is in excess of 150 km.

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

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

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

## **ARTICLE XIII**

### **SHORT TERM SICK LEAVE AND OTHER LEAVES**

#### **13.01 Purpose – Short Term Sick Leave**

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

#### **13.02 Medical and Dental Appointments**

Employees shall make every effort to schedule medical and dental appointments outside working hours. Where this is not possible, appointments shall be made **so as to** minimize absence from work and disruption of the work

day and the employee must notify their supervisor of such appointment at the earliest opportunity.

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

**13.03 Sick Pay Credits**

Sick pay credits shall be as follows:

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

**13.04 Requirements to Qualify**

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

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

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

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

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

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

### **13.05 Long Term Disability**

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

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

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

The Corporation agrees to deduct the premiums and remit them to the Insurer. Any dispute relating to an employee's eligibility for such benefits, the



quantum of such benefits, or any other matter relating to the administration of the policy will not be the proper subject matter for a grievance or adjudication under this collective agreement, but will be a matter strictly between the employee, the union and the insurance carrier.

**13.06 Bereavement Leave**

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

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

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

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

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

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

**13.06 g)** In accordance with the Employment Standards Act, the Corporation shall grant to an employee a leave of absence without pay of up to five consecutive calendar days on the death of a person in a close family relationship with the employee to be taken during the period of bereavement and is to begin

not later than the day of the funeral. This unpaid leave is not in addition to the entitlements outlined above, but may be used to supplement leaves of less than five days with unpaid leave, up to a total of five days.

### **13.07 Maternity Leave**

#### **13.07 a) General**

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

#### **13.07 b) Requirements to Qualify**

To qualify for Maternity Leave, an employee must:

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

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

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

#### **13.07 d) Benefits During Leave**

For any benefits an employee elects to retain while on leave, premiums will be paid by the Corporation on behalf of the employee. The employee will reimburse these premiums to the Corporation when they return to work. For the

period during which the employee is participating in the SUB plan, the employee may elect to have their premiums deducted from this payment.

**Note:** Deductions for Public Service Superannuation benefits may not be remitted while an employee is on leave. However, the employee may purchase the benefits to cover the leave of absence when they return to work.

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

**13.07 e) Supplementary Unemployment Benefit (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 Corporation.

### **13.08 Parental and Adoption Leave**

#### **13.08 a) General**

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

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

#### **13.08 b) Requirements to Qualify**

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

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

**13.08 c) Term of leave**

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

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

**13.09 Paternity Leave**

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

**13.10 Jury/Witness Duty**

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

**13.11 Leave for Family Related Responsibilities**

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

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

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

**13.11 b) Family Leave – Administrative Support Employees**

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

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

## ARTICLE XIV

### **EMPLOYEE BENEFITS**

#### **14.01 Enerflex Program**

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

#### **14.02 Injured on Duty**

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

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

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

#### **14.03 Pension**

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

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

NOTE: Some employees have been exempted from the application of 14.03 (b) as per a letter of agreement between the Parties attached in Appendix "H". The terms of their exemption are outlined in that letter and the Parties agree that no further exemptions will be made.

#### **14.04 Retirement Allowance**

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

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



#### **14.05 Rights and Benefits for Temporary Employees**

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

#### **14.06 Certification Fees**

**14.06 a)** Where the Corporation requires an employee to maintain a trade, technical or professional certification, the Corporation will reimburse the employee for any such renewal fees. Where the Corporation requires an employee to have a class one driver's license, the employee will be reimbursed for the cost of the medical examination required for the procurement or renewal of such license.

**14.06 b)** Employees required by the Corporation to qualify as North American Electric Reliability Council (NERC) Certified Operators shall receive \$500.00 upon initial qualification and on subsequent re-qualification provided the employee successfully requalifies on their first attempt. An employee failing to qualify or requalify on the first attempt, who is successful on the second attempt shall receive \$250.00. An employee failing to qualify or requalify on the second attempt will be required to requalify, but will be ineligible for any monetary compensation for that particular re-qualification.

### ARTICLE XV

#### **HOLIDAYS**

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

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

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

## ARTICLE XVI

### VACATION

#### **16.01 a) Entitlement for Employees**

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

#### Vacation

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

#### Continuous Service

six (6) months  
eight (8) years  
sixteen (16) years  
eighteen (18) years  
twenty (20) years  
twenty-two (22) years  
twenty-four (24) years  
twenty-five (25) years

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

**16.02 Vacation Carryover**

Vacation carryover will be administered as per Corporation Policy.

**ARTICLE XVII**

**SERVICE AND SENIORITY**

**17.01 a) Service**

Length of continuous employment by the Corporation shall be known as service. Service for regular/seasonal employees will include periods of temporary release for the purposes of articles 17.03 (a) and 17.07 and for determining level of entitlement to benefits. However, benefits received (i.e. vacation, retirement allowance, severance) will be prorated on the basis of actual periods worked.

**17.01 b) Seniority**

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

**17.01 c) Seniority & Service – New Members of the Bargaining Unit**

For employees whose classification is incorporated into this bargaining unit after the date of signing of the collective agreement, seniority and service will be calculated as in (a) and (b) above. However, only continuous time that has been accumulated while a member of a bargaining unit represented by the

I.B.E.W. will count as part of the calculation for the purposes of layoff and bumping.

**17.01 d) Records**

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

**17.01 e) Temporary Employees**

Temporary employees shall have no seniority rights outside their headquarters or immediate work area. For temporary employees in Transmission Services, "immediate work area" is the Operating Centre to which they were assigned as their headquarters during their last period of employment with Transmission Services, and such employees will have no seniority and/or service rights outside of these Operating Centres. For the purposes of this article of the collective agreement, the Operating Centres are: Grand Falls, Woodstock, Fredericton, Miramichi, St. Stephen, Rothesay, Sussex, Moncton, Bathurst, Tracadie and Eel River.

**17.02 Retention of Bargaining Unit Seniority**

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

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

### **17.03 Layoff**

#### **17.03 a) Layoff Procedure – Regular Employees**

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

- i) the employee with the least seniority in a trades classification or the employee with the least service in a non-trades classification at a location shall be given notice of lay off. No certified tradesperson shall receive notice of permanent layoff while there are apprentices in the same classification in the Bargaining Unit;
- ii) an employee in a trades classification who has been given notice of lay-off in accordance with section (i) may displace the most junior employee in their trades classification within the bargaining unit, if that employee has less seniority in the trades classification;
- iii) an employee in a trades classification who has been given notice of lay-off in accordance with section (i) or an employee in a trades classification who is displaced in accordance with section (ii), may displace the most junior employee in their former trades classification(s) within the bargaining unit, if that employee has **less** seniority in the trades classification. In circumstances where an employee has more than one former trades classifications, each former trades classification will be reviewed in chronological order, starting with the **most** recent. Once an opportunity to displace a junior employee occurs, the review of former trades classifications will cease;
- iv) an employee in a trades classification who has been given notice of lay-off in accordance with section (i) or an employee who has been displaced in accordance with section (ii) or (iii) who does not wish to relocate, may displace the most junior employee in a non-trades position in their location, if that employee has less service than the employee given notice of lay-off or who was displaced;
- v) an employee who has been given notice of lay-off or is displaced in accordance with section (i), (ii), (iii), or (iv) may displace the most junior

employee in a non-trades position in the bargaining unit, if that employee has less service than the employee given notice of lay-off or who was displaced;

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

vii) in those classifications where specific training, trade or technical certification is required, the employee seeking to displace a junior employee must possess that training or certification in order to exercise the entitlements under this article of the agreement. Where an employee chooses to exercise their bumping rights in a former classification, they must possess the ability and qualifications currently required for that classification;

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

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

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

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

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

xiii) relocation costs will not be paid for employees exercising their rights under this article of the agreement.

**17.03 b) Regular Seasonal Employees**

Regular Seasonal employees are employed for seasonal work or for coverage of peak periods. During those periods when they are not required, they may be temporarily released from employment. They will not be considered "laid off" for the purpose of applying the Collective Agreement and articles 17.03 (a), 17.05 and 17.06 of the Collective Agreement will not apply. For the purposes of articles 17.03 (a) and 17.07, a regular seasonal employee will receive a full year credit for seniority regardless of the number of hours worked during the year.

Should they not return to work within six (6) months of the end of their previous period of employment, they will be considered permanently released and "laid off" for the purpose of applying the Collective Agreement and articles 17.03 (a), 17.05 and 17.06 of the Collective Agreement.

**17.03 c) Term Seasonal Employees**

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

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

**17.04 Rehiring**

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

- i) such employees have had six (6) months previous service in the work headquarters and did not resign or were not discharged for cause;
- ii) less than twelve (12) months have elapsed since the end of the service referred to in (i) above;
- iii) such employees have notified the Corporation in writing of their desire to be recalled and have kept the Corporation informed of any change of address;
- iv) such employees have the necessary qualifications;
- v) regular seasonal and term seasonal employees who have been temporarily released as part of the seasonal nature of their jobs will only have rehiring rights to the regular seasonal or term seasonal position from which they were released. However, once they have been permanently released, they will have the same rehiring rights as other former bargaining unit employees;
- vi) if an employee refuses an offer of employment, they will have no further entitlement to the benefits of this provision of the agreement.

#### **17.05 Notice**

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

**17.05 b)** Temporary employees who are employed for a fixed term of employment with no provision for early termination of the term of employment will be considered "laid off" for the purposes of this section of the agreement if they are released before their termination date. They shall be given a minimum of three (3) weeks notice of lay-off or, at the discretion of the Corporation, pay in lieu of such notice. Temporary employees who complete their terms of employment and are subsequently rehired within twelve months of the end of their prior employment will have their records of length of seniority and service adjusted to reflect the actual time spent in the Corporation's employment.

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



## **17.06 Severance Benefits**

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

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

## **17.07 Job Bids**

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

i) The bid will be posted and will remain open for a minimum of fifteen (15) days and will indicate:

- job classification
- qualifications required
- location
- whether the bid will be used to fill more than one position
- whether the bid will be used to fill future opportunities and, if so, the period of time for which the bid will be valid

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

**17.07 b)** Selection of applicants for appointment, as a result of an internal job bid, to classifications falling within the scope of this agreement shall be based on ability and qualifications. When ability and qualifications are equal, seniority shall govern. When ability and qualifications are equal and seniority is identical, service will be the deciding factor. However, appointments in the Power Line Technician and Electrical Maintenance "A" classifications shall be based on

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

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

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

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

## ARTICLE XVIII

### **SAFETY**

#### **18.01 General**

Employees will comply with the provisions of the Occupational Health and Safety Act, Regulations and with all Corporate Safety Policies and Procedures. Regulations concerning working alone or refusal to perform unsafe work are established under the Act and/or Policies. An employee working alone shall have the right to call for an additional employee when they encounter work that they feel would be hazardous if attempted alone. No employee shall work alone on any line or equipment that is alive with over 347 volts, phase to ground, except for the purpose of replacing fuses or operating switches.

## **18.02 Joint Health & Safety Committees**

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

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

## **18.03 Tools and Clothing**

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

**18.03 b)** The Corporation shall provide one pair of bib overalls or coveralls, as well as one pair of lined coveralls, to employees in the following occupations: linetrades (Certified "A", Power Line Technician, Lead Power Line Technician, Crew Leader), equipment operators, and other employees in Appendix "A" classifications who have an ongoing need for such clothing. Where coveralls or overalls are destroyed on the job as a result of work, the employee shall turn in the old pair and the supervisor will arrange for a replacement. Individuals employed in the following classifications: Storekeeper and Utilityworker, will be provided with an initial issue of overalls or coveralls to be exchanged as necessary.

**18.03 c)** All employees who are required by Legislation or NB Power Safety Rules to wear safety footwear on a regular basis shall receive footwear allowance.

Employees who require safety footwear on a regular basis shall receive an annual footwear allowance of \$100.00. This allowance shall be payable on or about June 1st of each year and only those employees who are on the NB Power payroll on June 1st shall be eligible for the allowance. Employees,

who require safety footwear but do not wear such footwear on a regular basis, will be entitled to the footwear allowance once every five years.

For employees classified as Certified "A", Power Line Technician, Lead Power Line Technician, and Crew Leader, the footwear allowance will be up to \$300.00, every two years, upon presentation of a receipt, for a pair of lineworker boots that meets requirements established by NB Power.

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

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

**18.04 inclement Weather**

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

**ARTICLE XIX**

**ADMINISTRATION OF THE COLLECTIVE AGREEMENT**

**19.01 Pay Periods and Dues Check-Off**

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

period may fluctuate. Consequently balancing of payment for hours worked must take place to maintain the operation of the presented payroll system.

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

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

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

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

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

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

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

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

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

### **19.02 Direct Bank Deposit**

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

### **19.03 Registered Retirement Savings Plan**

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

### **19.04 Venture Capital**

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

## **ARTICLE XX**

### **GRIEVANCE PROCEDURE**

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

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

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

the grievance was presented to the person designated as the first level in the grievance procedure, the employee may proceed to Step Two, or

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

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

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

referred to adjudication, the parties to the collective agreement have one month to make arrangements for the adjudication unless this time limit is waived by mutual agreement.

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

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

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

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

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

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



## ARTICLE XXI

### ADJUDICATION

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

## ARTICLE XXII

### RULES, REGULATIONS, POLICIES AND PROCEDURES

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

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

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

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

## ARTICLE XXIII

### RETROACTIVITY

**23.01** It is mutually understood and agreed that the provisions of the Collective agreement being signed by the parties this day stating that the agreement is to

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


## **ARTICLE XXIV**


### **DURATION**


**24.01** This agreement shall be in effect for a term from January 1, 2001 to and including December 31, 2005 and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requires the other party to commence collective bargaining by written notice given within the period of two (2) months before the agreement ceases to operate.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives this 10<sup>th</sup> day of September, 2002.

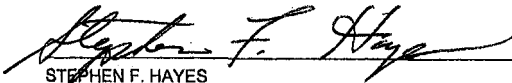
**NEW BRUNSWICK POWER CORPORATION**

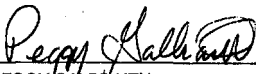
  
\_\_\_\_\_  
D.G. SKALING  
CHAIRMAN

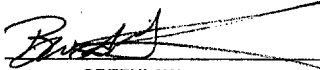
  
\_\_\_\_\_  
STEWART MACPHERSON  
PRESIDENT & CHIEF EXECUTIVE OFFICER

  
\_\_\_\_\_  
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

Appendix "A"

	<u>Job Description</u>	<u>Date</u>	<u>Desc</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>					
1	ASR II	12/31/00	Old	\$9.59	\$10.76	\$12.03	\$13.30	\$14.47					
		01/01/01	Gen Inc	\$9.78	\$10.97	\$12.27	\$13.57	\$14.78					
		01/01/02	Gen Inc	\$9.98	\$11.19	\$12.52	\$13.85	\$15.06					
		01/01/03	Gen Inc	\$10.18	\$11.41	\$12.77	\$14.13	\$15.36					
		01/01/04	Gen Inc	\$10.39	\$11.64	\$13.03	\$14.42	\$15.67					
		01/01/05	Gen Inc	\$10.60	\$11.87	\$13.29	\$14.71	\$15.98					
2	ASR III/III	12/31/00	Old	\$9.59	\$10.76	\$12.03	\$13.00	\$14.15	\$15.00	\$15.88	\$16.85		
		01/01/01	Gen Inc	\$9.78	\$10.97	\$12.27	\$13.26	\$14.43	\$15.30	\$16.20	\$17.19		
		01/01/02	Gen Inc	\$9.97	\$11.18	\$12.51	\$13.52	\$14.71	\$15.60	\$16.52	\$17.53		
		01/01/03	Gen Inc	\$10.17	\$11.40	\$12.76	\$13.79	\$15.00	\$15.91	\$16.85	\$17.88		
		01/01/04	Gen Inc	\$10.38	\$11.63	\$13.02	\$14.07	\$15.30	\$16.23	\$17.19	\$18.24		
		01/01/05	Gen Inc	\$10.59	\$11.87	\$13.29	\$14.36	\$15.61	\$16.56	\$17.54	\$18.61		
3	ASR III	12/31/00	Old	\$13.00	\$14.15	\$15.00	\$15.88	\$16.85					
		01/01/01	Gen Inc	\$13.26	\$14.43	\$15.30	\$16.20	\$17.19					
		01/01/02	Gen Inc	\$13.52	\$14.71	\$15.60	\$16.52	\$17.53					
		01/01/03	Gen Inc	\$13.79	\$15.00	\$15.91	\$16.85	\$17.88					
		01/01/04	Gen Inc	\$14.07	\$15.30	\$16.23	\$17.19	\$18.24					
		01/01/05	Gen Inc	\$14.36	\$15.61	\$16.56	\$17.54	\$18.61					
4	ASR III/IV	12/31/00	Old	\$13.00	\$14.15	\$16.66	\$17.66	\$18.74	\$19.71	\$20.58			
		01/01/01	Gen Inc	\$13.26	\$14.43	\$16.99	\$18.01	\$19.11	\$20.10	\$20.99			
		01/01/02	Gen Inc	\$13.53	\$14.72	\$17.33	\$18.37	\$19.49	\$20.50	\$21.41			
		01/01/03	Gen Inc	\$13.81	\$15.02	\$17.68	\$18.74	\$19.88	\$20.91	\$21.84			
		01/01/04	Gen Inc	\$14.10	\$15.33	\$18.04	\$19.12	\$20.28	\$21.33	\$22.28			
		01/01/05	Gen Inc	\$14.39	\$15.64	\$18.41	\$19.51	\$20.69	\$21.76	\$22.73			
5	ASR IV	12/31/00	Old	\$16.66	\$17.66	\$18.74	\$19.71	\$20.58					
		01/01/01	Gen Inc	\$16.99	\$18.01	\$19.11	\$20.10	\$20.99					
		01/01/02	Gen Inc	\$17.33	\$18.37	\$19.49	\$20.50	\$21.41					
		01/01/03	Gen Inc	\$17.68	\$18.74	\$19.88	\$20.91	\$21.84					
		01/01/04	Gen Inc	\$18.04	\$19.12	\$20.28	\$21.33	\$22.28					
		01/01/05	Gen Inc	\$18.41	\$19.51	\$20.69	\$21.76	\$22.73					
6	ASR V	12/31/00	Old	\$18.17	\$19.08	\$20.01	\$21.08	\$22.36					
		01/01/01	Gen Inc	\$18.53	\$19.46	\$20.41	\$21.50	\$22.81					
		01/01/02	Gen Inc	\$18.90	\$19.85	\$20.82	\$21.93	\$23.27					
		01/01/03	Gen Inc	\$19.28	\$20.25	\$21.24	\$22.37	\$23.74					
		01/01/04	Gen Inc	\$19.67	\$20.66	\$21.67	\$22.82	\$24.22					
		01/01/05	Gen Inc	\$20.07	\$21.08	\$22.11	\$23.26	\$24.71					

Appendix "A"

<u>Job Description</u>	<u>Date</u>	<u>Desc</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
7 Distribution Systems Operator	12/31/00	Old	\$21.38	\$23.00	\$24.70	\$25.94	\$27.29
	01/01/01	Gen Inc	\$21.82	\$23.47	\$25.20	\$26.46	\$27.84
	01/01/02	Gen Inc	\$22.26	\$23.94	\$25.70	\$26.99	\$28.40
	09/10/02	Adjustment	\$23.04	\$24.78	\$26.60	\$27.94	\$29.40
	01/01/03	Gen Inc	\$23.50	\$25.27	\$27.13	\$28.50	\$29.99
	01/01/04	Gen Inc	\$23.96	\$25.77	\$27.67	\$29.07	\$30.59
	01/01/05	Gen Inc	\$24.43	\$26.28	\$28.22	\$29.65	\$31.20
	8 Admin Transactions and Scheduling	12/31/00	Old	\$22.77			
01/01/01		Gen Inc	\$23.21	\$24.66	\$26.11	\$27.56	\$29.01
01/01/02		Gen Inc	\$23.67	\$25.15	\$26.63	\$28.11	\$29.59
01/01/03		Gen Inc	\$24.14	\$25.65	\$27.16	\$28.67	\$30.18
01/01/04		Gen Inc	\$24.62	\$26.16	\$27.70	\$29.24	\$30.78
01/01/05		Gen Inc	\$25.12	\$26.69	\$28.26	\$29.83	\$31.40
9 Distribution Systems Outage Coord	12/31/00	Old	\$24.30	\$25.52	\$26.81	\$28.16	\$29.54
	01/01/01	Gen Inc	\$24.78	\$26.02	\$27.34	\$28.72	\$30.13
	01/01/02	Gen Inc	\$25.27	\$26.53	\$27.88	\$29.29	\$30.73
	09/10/02	Adjustment	\$26.09	\$27.39	\$28.78	\$30.24	\$31.73
	01/01/03	Gen Inc	\$26.61	\$27.94	\$29.36	\$30.85	\$32.37
	01/01/04	Gen Inc	\$27.14	\$28.50	\$29.95	\$31.47	\$33.02
01/01/05	Gen Inc	\$27.68	\$29.07	\$30.55	\$32.10	\$33.68	
10 Power Systems Operator	12/31/00	Old	\$25.52	\$26.80	\$28.16	\$29.56	\$31.03
	01/01/01	Gen Inc	\$26.02	\$27.33	\$28.72	\$30.15	\$31.65
	01/01/02	Gen Inc	\$26.53	\$27.87	\$29.29	\$30.75	\$32.28
	09/10/02	Adjustment	\$27.35	\$28.73	\$30.19	\$31.70	\$33.28
	01/01/03	Gen Inc	\$27.90	\$29.31	\$30.80	\$32.34	\$33.95
	01/01/04	Gen Inc	\$28.46	\$29.90	\$31.42	\$32.99	\$34.63
01/01/05	Gen Inc	\$29.03	\$30.50	\$32.05	\$33.65	\$35.32	
11 Coord Transactions and Scheduling	12/31/00	Old	\$27.11				\$33.89
	01/01/01	Gen Inc	\$27.61	\$29.34	\$31.07	\$32.80	\$34.53
	01/01/02	Gen Inc	\$28.17	\$29.93	\$31.70	\$33.46	\$35.22
	01/01/03	Gen Inc	\$28.73	\$30.52	\$32.33	\$34.13	\$35.93
	01/01/04	Gen Inc	\$29.29	\$31.12	\$32.97	\$34.81	\$36.65
	01/01/05	Gen Inc	\$29.86	\$31.73	\$33.62	\$35.50	\$37.38
12 Energy Co-ordinator	12/31/00	Old	\$27.00				\$33.75
	01/01/01	Gen Inc	\$27.52	\$29.24	\$30.96	\$32.68	\$34.40
	01/01/02	Gen Inc	\$28.08	\$29.84	\$31.59	\$33.34	\$35.09
	09/10/02	Adjustment	\$29.28	\$31.12	\$32.95	\$34.78	\$36.61
	01/01/03	Gen Inc	\$29.85	\$31.73	\$33.60	\$35.47	\$37.34
	01/01/04	Gen Inc	\$30.44	\$32.36	\$34.27	\$36.18	\$38.09
01/01/05	Gen Inc	\$31.04	\$33.00	\$34.85	\$36.90	\$38.85	
13 Sr Systems Operator	12/31/00	Old	\$29.79				\$39.10
	01/01/01	Gen Inc	\$31.89	\$33.66	\$35.87	\$37.86	\$39.85
	01/01/02	Gen Inc	\$32.53	\$34.56	\$36.59	\$38.62	\$40.65
	09/13/02	Adjustment & 40 hr week	\$32.23	\$34.24	\$36.25	\$38.26	\$40.27
	01/01/03	Gen Inc	\$32.88	\$34.93	\$36.98	\$39.03	\$41.08
	01/01/04	Gen Inc	\$33.54	\$35.63	\$37.72	\$39.81	\$41.90
01/01/05	Gen Inc	\$34.22	\$36.35	\$38.48	\$40.61	\$42.74	

Appendix "A"

<u>Job Description</u>	<u>Date</u>	<u>Desc</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>					
14 Engineer I - IV Engineer Relay Co-ordination	12/31/00	Old	\$16.73	\$18.71	\$20.69	\$22.66	\$24.64	\$26.62	\$28.60	\$30.57	\$32.55	
	01/01/01	Gen Inc	\$17.06	\$19.08	\$21.10	\$23.11	\$25.13	\$27.15	\$29.17	\$31.18	\$33.20	
	01/01/02	Gen Inc	\$17.40	\$19.46	\$21.52	\$23.57	\$25.63	\$27.69	\$29.75	\$31.80	\$33.86	
	01/01/03	Gen Inc	\$17.76	\$19.86	\$21.96	\$24.05	\$26.15	\$28.25	\$30.35	\$32.44	\$34.54	
	01/01/04	Gen Inc	\$18.13	\$20.27	\$22.41	\$24.54	\$26.68	\$28.82	\$30.96	\$33.09	\$35.23	
	01/01/05	Gen Inc	\$18.51	\$20.70	\$22.88	\$25.05	\$27.23	\$29.41	\$31.59	\$33.76	\$35.94	
15 Engineer V	12/31/00	Old	\$28.61	\$30.40	\$32.19	\$33.98	\$35.77					
	01/01/01	Gen Inc	\$29.17	\$31.00	\$32.83	\$34.66	\$36.49					
	01/01/02	Gen Inc	\$29.74	\$31.61	\$33.48	\$35.35	\$37.22					
	01/01/03	Gen Inc	\$30.33	\$32.24	\$34.15	\$36.06	\$37.97					
	01/01/04	Gen Inc	\$30.93	\$32.88	\$34.83	\$36.78	\$38.73					
	01/01/05	Gen Inc	\$31.55	\$33.54	\$35.53	\$37.52	\$39.51					
16 Sr Engineer Sr Engineer Protection Sr Engineer System Relaying Sr Engineer Transmission Planning Sr Engineer Systems Operations	12/31/00	Old	\$30.48	\$32.35	\$34.26	\$36.16	\$38.07					
	01/01/01	Gen Inc	\$31.05	\$32.99	\$34.94	\$36.88	\$38.83					
	01/01/02	Gen Inc	\$31.67	\$33.65	\$35.84	\$37.82	\$39.81					
	01/01/03	Gen Inc	\$32.30	\$34.32	\$36.35	\$38.37	\$40.40					
	01/01/04	Gen Inc	\$32.95	\$35.01	\$37.08	\$39.14	\$41.21					
	01/01/05	Gen Inc	\$33.61	\$35.71	\$37.82	\$39.92	\$42.03					
17 Sr Engineer II Sr Engineer Communications Sr Engineer Corporate Communications Sr Engineer Power System Analysis Sr Engineer System Performance	12/31/00	Old	\$32.56	\$34.60	\$36.64	\$38.67	\$40.71					
	01/01/01	Gen Inc	\$33.21	\$35.29	\$37.37	\$39.44	\$41.52					
	01/01/02	Gen Inc	\$33.88	\$36.00	\$38.12	\$40.23	\$42.35					
	01/01/03	Gen Inc	\$34.57	\$36.73	\$38.89	\$41.04	\$43.20					
	01/01/04	Gen Inc	\$35.27	\$37.47	\$39.67	\$41.86	\$44.08					
	01/01/05	Gen Inc	\$35.99	\$38.23	\$40.47	\$42.70	\$44.94					

**Appendix "A"**

	<u>Job Description</u>	<u>Date</u>	<u>Desc</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>			
18	Labourer	12/31/00	Old	\$12.94	\$13.58	\$14.28					
		01/01/01	Gen Inc	\$13.21	\$13.86	\$14.57					
		01/01/02	Gen Inc	\$13.48	\$14.14	\$14.86					
		01/01/03	Gen Inc	\$13.76	\$14.43	\$15.16					
		01/01/04	Gen Inc	\$14.04	\$14.72	\$15.46					
		01/01/05	Gen Inc	\$14.33	\$15.02	\$15.77					
19	Equipment Operator I	12/31/00	Old			\$14.83					
		01/01/01	Gen Inc			\$15.13					
		01/01/02	Gen Inc			\$15.43					
		09/10/02	Adjustment	\$14.33	\$15.13	\$15.93					
		01/01/03	Gen Inc	\$14.61	\$15.43	\$16.25					
		01/01/04	Gen Inc	\$14.90	\$15.74	\$16.58					
01/01/05	Gen Inc	\$15.19	\$16.05	\$16.91							
20	Utility Person	12/31/00	Old			\$15.55					
		01/01/01	Gen Inc			\$15.86					
		01/01/02	Gen Inc			\$16.18					
		09/10/02	New Range	\$14.56	\$15.37	\$16.18					
		01/01/03	Gen Inc	\$14.84	\$15.67	\$16.50					
		01/01/04	Gen Inc	\$15.13	\$15.98	\$16.83					
01/01/05	Gen Inc	\$15.43	\$16.30	\$17.17							
21	Instrument Person I	12/31/00	Old	\$12.51	\$13.28	\$14.12	\$14.80	\$15.93			
		01/01/01	Gen Inc	\$12.76	\$13.55	\$14.41	\$15.10	\$16.25			
		01/01/02	Gen Inc	\$13.02	\$13.83	\$14.71	\$15.41	\$16.58			
		01/01/03	Gen Inc	\$13.28	\$14.11	\$15.01	\$15.72	\$16.91			
		01/01/04	Gen Inc	\$13.55	\$14.40	\$15.32	\$16.04	\$17.25			
		01/01/05	Gen Inc	\$13.83	\$14.70	\$15.64	\$16.37	\$17.60			
22	Equipment Operator II	12/31/00	Old			\$16.24					
		01/01/01	Gen Inc			\$16.57					
		01/01/02	Gen Inc			\$16.90					
		09/10/02	Adjustment	\$15.66	\$16.53	\$17.40					
		01/01/03	Gen Inc	\$15.97	\$16.86	\$17.75					
		01/01/04	Gen Inc	\$16.29	\$17.20	\$18.11					
01/01/05	Gen Inc	\$16.61	\$17.54	\$18.47							
23	Equipment Operator III	12/31/00	Old			\$17.05					
		01/01/01	Gen Inc			\$17.39					
		01/01/02	Gen Inc			\$17.74					
		09/10/02	Adjustment	\$16.42	\$17.33	\$18.24					
		01/01/03	Gen Inc	\$16.75	\$17.68	\$18.61					
		01/01/04	Gen Inc	\$17.08	\$18.03	\$18.98					
01/01/05	Gen Inc	\$17.42	\$18.39	\$19.36							
24	Instrument Person II	12/31/00	Old	\$13.80	\$14.80	\$15.93	\$16.76	\$17.57			
		01/01/01	Gen Inc	\$14.07	\$15.09	\$16.24	\$17.09	\$17.92			
		01/01/02	Gen Inc	\$14.35	\$15.39	\$16.56	\$17.43	\$18.28			
		01/01/03	Gen Inc	\$14.64	\$15.70	\$16.89	\$17.78	\$18.65			
		01/01/04	Gen Inc	\$14.93	\$16.01	\$17.22	\$18.13	\$19.02			
		01/01/05	Gen Inc	\$15.23	\$16.33	\$17.56	\$18.49	\$19.40			
25	Apprentice Power Line Technician Apprentice Electrical Maintenance A	12/31/00	Old	\$10.94	\$11.80	\$12.65	\$13.53	\$15.24	\$16.17	\$16.97	\$17.86
		01/01/01	Gen Inc	\$11.15	\$12.03	\$12.90	\$13.80	\$15.54	\$16.49	\$17.31	\$18.22
		01/01/02	Gen Inc	\$11.37	\$12.27	\$13.16	\$14.08	\$15.85	\$16.82	\$17.66	\$18.59
		01/01/03	Gen Inc	\$11.59	\$12.51	\$13.42	\$14.36	\$16.16	\$17.15	\$18.01	\$18.96
		01/01/04	Gen Inc	\$11.81	\$12.75	\$13.68	\$14.64	\$16.48	\$17.49	\$18.37	\$19.34
		01/01/05	Gen Inc	\$12.04	\$13.00	\$13.95	\$14.93	\$16.81	\$17.84	\$18.74	\$19.73

**Appendix "A"**

<u>Job Description</u>	<u>Date</u>	<u>Dasc</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
26 Storekeeper	12/31/00	Old			\$17.97		
	01/01/01	Gen Inc			\$18.33		
	01/01/02	Gen Inc			\$18.70		
	09/10/02	New Range	\$18.84	\$17.77	\$18.70		
	01/01/03	Gen Inc	\$17.17	\$18.12	\$19.07		
	01/01/04	Gen Inc	\$17.51	\$18.48	\$19.45		
01/01/05	Gen Inc	\$17.86	\$18.85	\$19.84			
27 Patroller	12/31/00	Old		\$16.86	\$17.81		
	01/01/01	Gen Inc		\$17.20	\$18.17		
	01/01/02	Gen Inc		\$17.54	\$18.53		
	09/10/02	Adjustment	\$17.13	\$18.08	\$19.03		
	01/01/03	Gen Inc	\$17.47	\$18.44	\$19.41		
	01/01/04	Gen Inc	\$17.82	\$18.81	\$19.80		
01/01/05	Gen Inc	\$18.18	\$19.19	\$20.20			
28 Carpenter	12/31/00	Old			\$18.31		
	01/01/01	Gen Inc			\$18.68		
	01/01/02	Gen Inc			\$19.05		
	09/10/02	New Range	\$17.15	\$18.10	\$19.05		
	01/01/03	Gen Inc	\$17.49	\$18.46	\$19.43		
	01/01/04	Gen Inc	\$17.84	\$18.83	\$19.82		
01/01/05	Gen Inc	\$18.20	\$19.21	\$20.22			
29 Utility Tradesworker	12/31/00	Old			\$18.37		
	01/01/01	Gen Inc			\$18.74		
	01/01/02	Gen Inc			\$19.12		
	09/10/02	New Range	\$17.20	\$18.16	\$19.12		
	01/01/03	Gen Inc	\$17.54	\$18.52	\$19.50		
	01/01/04	Gen Inc	\$17.89	\$18.89	\$19.89		
01/01/05	Gen Inc	\$18.25	\$19.27	\$20.29			
30 Assistant Forestry Technician	12/31/00	Old	\$11.64	\$12.97	\$14.46	\$16.13	\$18.00
	01/01/01	Gen Inc	\$11.87	\$13.23	\$14.75	\$16.45	\$18.36
	01/01/02	Gen Inc	\$12.11	\$13.50	\$15.05	\$16.78	\$18.73
	09/10/02	Adjustment	\$12.76	\$14.23	\$15.86	\$17.68	\$19.73
	01/01/03	Gen Inc	\$13.02	\$14.52	\$16.18	\$18.04	\$20.13
	01/01/04	Gen Inc	\$13.28	\$14.81	\$16.50	\$18.40	\$20.53
01/01/05	Gen Inc	\$13.55	\$15.11	\$16.83	\$18.77	\$20.94	
31 Instrument Person III	12/31/00	Old	\$15.93	\$17.16	\$18.45	\$19.40	\$20.34
	01/01/01	Gen Inc	\$16.25	\$17.50	\$18.82	\$19.79	\$20.75
	01/01/02	Gen Inc	\$16.58	\$17.85	\$19.20	\$20.19	\$21.17
	01/01/03	Gen Inc	\$16.91	\$18.20	\$19.58	\$20.59	\$21.59
	01/01/04	Gen Inc	\$17.24	\$18.56	\$19.97	\$21.00	\$22.02
	01/01/05	Gen Inc	\$17.58	\$18.93	\$20.37	\$21.42	\$22.46
32 Electrical Maintenance A	12/31/00	Old		\$20.14	\$20.89		
	01/01/01	Gen Inc		\$20.54	\$21.31		
	01/01/02	Gen Inc		\$20.95	\$21.74		
	09/10/02	New Range	\$20.14	\$20.95	\$21.74		
	01/01/03	Gen Inc	\$20.54	\$21.37	\$22.18		
	01/01/04	Gen Inc	\$20.94	\$21.79	\$22.62		
01/01/05	Gen Inc	\$21.35	\$22.22	\$23.07			
33 Lead Carpenter TLM Lead	12/31/00	Old			\$20.98		
	01/01/01	Gen Inc			\$21.40		
	01/01/02	Gen Inc			\$21.83		
	09/10/02	New Range	\$19.65	\$20.74	\$21.83		
	01/01/03	Gen Inc	\$20.05	\$21.16	\$22.27		
	01/01/04	Gen Inc	\$20.46	\$21.59	\$22.72		
01/01/05	Gen Inc	\$20.88	\$22.03	\$23.18			



Appendix "A"

<u>Job Description</u>	<u>Date</u>	<u>Desc</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
<b>34</b> Repair Shop Mechanic	12/31/00	Old			\$21.29		
	01/01/01	Gen Inc			\$21.72		
	01/01/02	Gen Inc			\$22.16		
	09/10/02	New Range	\$19.94	\$21.05	\$22.16		
	01/01/03	Gen Inc	\$20.34	\$21.47	\$22.60		
	01/01/04	Gen Inc	\$20.75	\$21.90	\$23.05		
	01/01/05	Gen Inc	\$21.17	\$22.34	\$23.51		
<b>35</b> Co-ordinator Admin Training and Safety	12/31/00	Old	\$17.66				\$22.08
	01/01/01	Gen Inc	\$18.01	\$19.13	\$20.25	\$21.37	\$22.49
	01/01/02	Gen Inc	\$18.38	\$19.52	\$20.66	\$21.80	\$22.94
	01/01/03	Gen Inc	\$18.76	\$19.92	\$21.08	\$22.24	\$23.40
	01/01/04	Gen Inc	\$19.15	\$20.33	\$21.51	\$22.69	\$23.87
	01/01/05	Gen Inc	\$19.55	\$20.75	\$21.95	\$23.15	\$24.35
<b>36</b> Thermovision Operator	12/31/00	Old	\$17.57	\$18.90	\$20.34	\$21.38	\$22.42
	01/01/01	Gen Inc	\$17.92	\$19.28	\$20.75	\$21.81	\$22.87
	01/01/02	Gen Inc	\$18.28	\$19.67	\$21.17	\$22.25	\$23.33
	01/01/03	Gen Inc	\$18.65	\$20.07	\$21.60	\$22.70	\$23.80
	01/01/04	Gen Inc	\$19.03	\$20.48	\$22.04	\$23.16	\$24.28
	01/01/05	Gen Inc	\$19.42	\$20.90	\$22.49	\$23.63	\$24.77
<b>37</b> Lead Electrician	12/31/00	Old			\$22.54		
	01/01/01	Gen Inc			\$22.99		
	01/01/02	Gen Inc			\$23.45		
	09/10/02	New Range	\$21.11	\$22.28	\$23.45		
	01/01/03	Gen Inc	\$21.54	\$22.73	\$23.92		
	01/01/04	Gen Inc	\$21.98	\$23.19	\$24.40		
	01/01/05	Gen Inc	\$22.43	\$23.66	\$24.89		
<b>38</b> Admin Analyst I	12/31/00	Old	\$18.16				\$22.70
	01/01/01	Gen Inc	\$18.48	\$19.64	\$20.80	\$21.96	\$23.12
	01/01/02	Gen Inc	\$18.86	\$20.04	\$21.22	\$22.40	\$23.58
	01/01/03	Gen Inc	\$19.25	\$20.45	\$21.65	\$22.85	\$24.05
	01/01/04	Gen Inc	\$19.65	\$20.87	\$22.09	\$23.31	\$24.53
	01/01/05	Gen Inc	\$20.05	\$21.30	\$22.54	\$23.78	\$25.02
<b>39</b> Foreman I	12/31/00	Old	\$17.43	\$18.52	\$19.61	\$20.71	\$21.80
	01/01/01	Gen Inc	\$17.79	\$18.90	\$20.01	\$21.13	\$22.24
	01/01/02	Gen Inc	\$18.16	\$19.29	\$20.42	\$21.56	\$22.69
	09/10/02	Adjustment	\$19.37	\$20.57	\$21.77	\$22.99	\$24.19
	01/01/03	Gen Inc	\$19.77	\$20.99	\$22.21	\$23.45	\$24.67
	01/01/04	Gen Inc	\$20.18	\$21.42	\$22.66	\$23.92	\$25.16
	01/01/05	Gen Inc	\$20.59	\$21.85	\$23.11	\$24.40	\$25.66
<b>40</b> Electrical Mechanical Technician I Forestry Technician	12/31/00	Old	\$14.46	\$16.13	\$18.00	\$20.09	\$22.42
	01/01/01	Gen Inc	\$14.75	\$16.45	\$18.36	\$20.49	\$22.87
	01/01/02	Gen Inc	\$15.05	\$16.78	\$18.73	\$20.90	\$23.33
	09/10/02	Adjustment	\$15.70	\$17.51	\$19.54	\$21.80	\$24.33
	01/01/03	Gen Inc	\$16.01	\$17.86	\$19.93	\$22.24	\$24.82
	01/01/04	Gen Inc	\$16.33	\$18.22	\$20.33	\$22.69	\$25.32
	01/01/05	Gen Inc	\$16.66	\$18.59	\$20.74	\$23.15	\$25.83
<b>41</b> Power Line Technician Lineworker "A" Certified Transmission Line Inspector	12/31/00	Old		\$20.84	\$21.60		
	01/01/01	Gen Inc		\$21.25	\$22.03		
	01/01/02	Gen Inc		\$21.67	\$22.47		
	09/10/02	Adjustment	\$22.23	\$23.12	\$23.97		
	01/01/03	Gen Inc	\$22.67	\$23.58	\$24.45		
	04/01/03	Adjustment	\$22.90	\$23.82	\$24.70		
	01/01/04	Gen Inc	\$23.35	\$24.29	\$25.19		
	04/01/04	Adjustment	\$23.58	\$24.53	\$25.44		
	01/01/05	Gen Inc	\$24.05	\$25.02	\$25.95		

**Appendix "A"**

<u>Job Description</u>	<u>Date</u>	<u>Desc</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
42 Administrative Analyst II Buyer	12/31/00	Old	\$19.49				\$24.36
	01/01/01	Gen Inc	\$19.86	\$21.10	\$22.34	\$23.58	\$24.82
	01/01/02	Gen Inc	\$20.26	\$21.53	\$22.79	\$24.06	\$25.32
	01/01/03	Gen Inc	\$20.66	\$21.96	\$23.24	\$24.54	\$25.83
	01/01/04	Gen Inc	\$21.06	\$22.39	\$23.70	\$25.03	\$26.35
	01/01/05	Gen Inc	\$21.47	\$22.83	\$24.17	\$25.53	\$26.88
43 ElectricalMechanic I I	12/31/00	Old	\$18.45	\$19.69	\$21.00	\$22.42	\$23.64
	01/01/01	Gen Inc	\$18.82	\$20.08	\$21.42	\$22.87	\$24.01
	01/01/02	Gen Inc	\$19.19	\$20.48	\$21.85	\$23.33	\$24.49
	09/10/02	Adjustment	\$19.97	\$21.31	\$22.74	\$24.28	\$25.49
	01/01/03	Gen Inc	\$20.37	\$21.74	\$23.20	\$24.77	\$26.00
	01/01/04	Gen Inc	\$20.78	\$22.18	\$23.67	\$25.27	\$26.52
01/01/05	Gen Inc	\$21.20	\$22.63	\$24.15	\$25.78	\$27.05	
44 Supv Stores Supv Dispatch	12/31/00	Old	\$20.18	\$21.44	\$22.70	\$23.97	\$25.23
	01/01/01	Gen Inc	\$20.58	\$21.87	\$23.15	\$24.45	\$25.74
	01/01/02	Gen Inc	\$20.98	\$22.30	\$23.61	\$24.94	\$26.26
	01/01/03	Gen Inc	\$21.39	\$22.74	\$24.08	\$25.44	\$26.79
	01/01/04	Gen Inc	\$21.81	\$23.19	\$24.56	\$25.95	\$27.33
	01/01/05	Gen Inc	\$22.24	\$23.65	\$25.05	\$26.47	\$27.88
45 Electrical Mechanic III Technician II Technical Assistant I	12/31/00	Old	\$19.40	\$21.38	\$22.42	\$23.54	\$24.70
	01/01/01	Gen Inc	\$19.79	\$21.81	\$22.87	\$24.01	\$25.19
	01/01/02	Gen Inc	\$20.19	\$22.25	\$23.33	\$24.49	\$25.69
	09/10/02	Adjustment	\$20.98	\$23.12	\$24.24	\$25.44	\$26.69
	01/01/03	Gen Inc	\$21.41	\$23.59	\$24.73	\$25.95	\$27.22
	01/01/04	Gen Inc	\$21.85	\$24.07	\$25.23	\$26.47	\$27.77
01/01/05	Gen Inc	\$22.29	\$24.56	\$25.74	\$27.00	\$28.33	
46 FleetCoord	12/31/00	Old	\$20.64				\$25.80
	01/01/01	Gen Inc	\$21.04	\$22.35	\$23.66	\$24.97	\$26.28
	01/01/02	Gen Inc	\$21.45	\$22.79	\$24.13	\$25.47	\$26.81
	01/01/03	Gen Inc	\$21.87	\$23.24	\$24.61	\$25.98	\$27.35
	01/01/04	Gen Inc	\$22.30	\$23.70	\$25.10	\$26.50	\$27.90
	01/01/05	Gen Inc	\$22.74	\$24.17	\$25.60	\$27.03	\$28.46
47 lead Power Line Technician	12/31/00	Old			\$24.41		
	01/01/01	Gen Inc			\$24.90		
	01/01/02	Gen Inc			\$25.40		
	09/10/02	Adjustment	\$24.22	\$25.56	\$26.90		
	01/01/03	Gen Inc	\$24.70	\$26.07	\$27.44		
	01/01/04	Gen Inc	\$25.19	\$26.59	\$27.99		
01/01/05	Gen Inc	\$25.69	\$27.12	\$28.55			
48 Sr Admin Analyst Business Analyst Operations Analyst	12/31/00	Old	\$21.02				\$26.27
	01/01/01	Gen Inc	\$21.41	\$22.75	\$24.09	\$25.43	\$26.77
	01/01/02	Gen Inc	\$21.83	\$23.20	\$24.57	\$25.94	\$27.31
	01/01/03	Gen Inc	\$22.26	\$23.66	\$25.06	\$26.46	\$27.86
	01/01/04	Gen Inc	\$22.70	\$24.13	\$25.56	\$26.99	\$28.42
	01/01/05	Gen Inc	\$23.15	\$24.61	\$26.07	\$27.53	\$28.99
49 Crew Leader	12/31/00	Old	\$20.18	\$21.44	\$22.70	\$23.97	\$25.23
	01/01/01	Gen Inc	\$20.58	\$21.87	\$23.15	\$24.45	\$25.74
	01/01/02	Gen Inc	\$20.98	\$22.30	\$23.61	\$24.94	\$26.26
	09/10/02	Adjustment	\$22.17	\$23.57	\$24.95	\$26.36	\$27.76
	01/01/03	Gen Inc	\$22.61	\$24.04	\$25.45	\$26.89	\$28.32
	01/01/04	Gen Inc	\$23.06	\$24.52	\$25.96	\$27.43	\$28.89
01/01/05	Gen Inc	\$23.52	\$25.01	\$26.48	\$27.98	\$29.47	

Appendix "A"

<u>Job Description</u>	<u>Date</u>	<u>Desc</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
50 Supervisor Civil Maintenance	12/31/00	Old	\$21.87	\$23.24	\$24.60	\$25.97	\$27.34
	01/01/01	Gen Inc	\$22.30	\$23.70	\$25.09	\$26.49	\$27.89
	01/01/02	Gen Inc	\$22.74	\$24.17	\$25.59	\$27.02	\$28.45
	01/01/03	Gen Inc	\$23.19	\$24.65	\$26.10	\$27.56	\$29.02
	01/01/04	Gen Inc	\$23.65	\$25.14	\$26.62	\$28.11	\$29.60
	01/01/05	Gen Inc	\$24.12	\$25.64	\$27.15	\$28.67	\$30.19
51 Work Planner	12/31/00	Old	\$22.47				\$28.09
	01/01/01	Gen Inc	\$22.90	\$24.33	\$25.76	\$27.19	\$28.62
	01/01/02	Gen Inc	\$23.35	\$24.81	\$26.27	\$27.73	\$29.19
	01/01/03	Gen Inc	\$23.81	\$25.30	\$26.79	\$28.28	\$29.77
	01/01/04	Gen Inc	\$24.29	\$25.81	\$27.33	\$28.85	\$30.37
	01/01/05	Gen Inc	\$24.78	\$26.33	\$27.86	\$29.43	\$30.98
52 ElectricalMechanicSr TechnicianSr TechnicalAssistant II	12/31/00	Old	\$21.38	\$23.00	\$24.70	\$25.94	\$27.29
	01/01/01	Gen Inc	\$21.82	\$23.47	\$25.20	\$26.46	\$27.84
	01/01/02	Gen Inc	\$22.26	\$23.94	\$25.70	\$26.99	\$28.40
	09/10/02	Adjustment	\$23.04	\$24.78	\$26.60	\$27.94	\$29.40
	01/01/03	Gen Inc	\$23.50	\$25.27	\$27.13	\$28.50	\$29.99
	01/01/04	Gen Inc	\$23.96	\$25.77	\$27.67	\$29.07	\$30.59
01/01/05	Gen Inc	\$24.43	\$26.28	\$28.22	\$29.65	\$31.20	
53 Supply Planner	12/31/00	Old	\$22.77				\$28.47
	01/01/01	Gen Inc	\$23.21	\$24.66	\$26.11	\$27.56	\$29.01
	01/01/02	Gen Inc	\$23.67	\$25.15	\$26.63	\$28.11	\$29.59
	01/01/03	Gen Inc	\$24.14	\$25.65	\$27.16	\$28.67	\$30.18
	01/01/04	Gen Inc	\$24.62	\$26.16	\$27.70	\$29.24	\$30.78
	01/01/05	Gen Inc	\$25.12	\$26.69	\$28.26	\$29.83	\$31.40
54 Area Supervisor General Foreman	12/31/00	Old	\$21.87	\$23.24	\$24.60	\$25.97	\$27.34
	01/01/01	Gen Inc	\$22.30	\$23.70	\$25.09	\$26.49	\$27.89
	01/01/02	Gen Inc	\$22.74	\$24.17	\$25.59	\$27.02	\$28.45
	09/10/02	Adjustment	\$23.93	\$25.44	\$26.93	\$28.44	\$29.95
	01/01/03	Gen Inc	\$24.41	\$25.95	\$27.47	\$29.01	\$30.55
	01/01/04	Gen Inc	\$24.90	\$26.47	\$28.02	\$29.59	\$31.16
01/01/05	Gen Inc	\$25.40	\$27.00	\$28.58	\$30.18	\$31.78	
55 Electrical Mechanic Supervisor	12/31/00	Old	\$23.81	\$25.30	\$26.79	\$28.28	\$29.77
	01/01/01	Gen Inc	\$24.29	\$25.81	\$27.33	\$28.85	\$30.37
	01/01/02	Gen Inc	\$24.78	\$26.33	\$27.88	\$29.43	\$30.98
	09/10/02	Adjustment	\$25.58	\$27.18	\$28.78	\$30.38	\$31.98
	01/01/03	Gen Inc	\$26.10	\$27.73	\$29.36	\$30.99	\$32.62
	01/01/04	Gen Inc	\$26.63	\$28.29	\$29.95	\$31.61	\$33.27
01/01/05	Gen Inc	\$27.18	\$28.87	\$30.56	\$32.25	\$33.94	
56 Project Planner T&D Maintenance	12/31/00	Old	\$26.03	\$27.66	\$29.29	\$30.92	\$32.55
	01/01/01	Gen Inc	\$26.56	\$28.22	\$29.88	\$31.54	\$33.20
	01/01/02	Gen Inc	\$27.10	\$28.79	\$30.48	\$32.17	\$33.86
	01/01/03	Gen Inc	\$27.66	\$29.38	\$31.10	\$32.82	\$34.54
	01/01/04	Gen Inc	\$28.22	\$29.98	\$31.73	\$33.48	\$35.23
	01/01/05	Gen Inc	\$28.78	\$30.58	\$32.36	\$34.15	\$35.94
57 Supv Cadd Tech Applications	12/31/00	Old	\$27.11				\$33.89
	01/01/01	Gen Inc	\$27.61	\$29.34	\$31.07	\$32.80	\$34.53
	01/01/02	Gen Inc	\$28.17	\$29.93	\$31.70	\$33.46	\$35.22
	01/01/03	Gen Inc	\$28.73	\$30.52	\$32.33	\$34.13	\$35.93
	01/01/04	Gen Inc	\$29.29	\$31.12	\$32.97	\$34.81	\$36.65
	01/01/05	Gen Inc	\$29.86	\$31.73	\$33.62	\$35.50	\$37.38

## APPENDIX "B"

### SUPPLEMENTAL UNEMPLOYMENT BENEFITS (SUB) PLAN NEW BRUNSWICK POWER CORPORATION

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

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

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

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

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

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

## APPENDIX "C"

### **PART TIME AND TERM SEASONAL EMPLOYEES**

#### **Salaries and Benefits:**

##### **Vacation**

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

##### **Statutory Holidays**

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

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

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

##### **Long Term Disability**

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

##### **Health Care Benefits Including Dental Care**

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

##### **Basic Life and AD&D**

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

##### **Optional Benefits**

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

##### **Overtime**

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

##### **Pension**

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

**Seniority**

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

## APPENDIX "D"

### JOB SHARING PROGRAM

#### Administration

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

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

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

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

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

Salaries and Benefits:

6. a) **Vacation** Vacation entitlement shall be pro-rated according to the number of hours worked.
- b) **Statutory Holidays** Payment for the eleven holidays specified in the Collective Agreement shall be pro-rated according to the number of hours worked. This payment shall be made by means of an appropriate increase to the employee's basic hourly rate. Employees and their supervisors shall be responsible for scheduling so as to divide these holidays between the partners as equally as possible.
- c) **Sick Leave (Short Term Disability)** Sick leave benefits shall be pro-rated according to the number of hours worked.
- d) **Long Term Disability** Benefits will be the same as for full-time employees. If one partner goes on LTD, the other will fill the position on a full-time basis and will be responsible for finding a suitable partner (on an internal basis) before being able to return to the Job Sharing Program.
- e) **Health Care Benefits (Including Dental Care)** Benefits will be the same as for full-time employees. Costs will not be pro-rated.
- f) **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) **Optional Benefits** will be the same as for full-time employees. Costs will not be pro-rated.
- h) **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.
- i) **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.
- j) **Seniority** An employee in the Job Sharing Program will receive a full year credit for Seniority purposes regardless of the number of hours worked during the year.



## APPENDIX "E"

### PERSONAL LEAVE

#### **Approval:**

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

#### **Selection:**

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

- a) new applicants to be considered only after prior year(s) applicants who have re-applied.
- b) employees who have already gone on Personal Leave may re-apply, but their names will go to the bottom of the eligibility list.
- c) employees transferring to a new general work location will be considered new applicants.
- d) employees selected for the program who subsequently opt out may re-apply, but they will be considered new applicants.
- e) employees may specify the year they wish to go on Personal Leave. If the employee's name reaches the top of the eligibility list prior to the year requested, the employee has the option of taking the leave that year (and going to the bottom of the list) or holding his/her position at the top of the list until the requested year. Note that when an employee elects to specify a particular year for leave, she/he will be considered a new applicant as of the time the election is made.

#### **Applications:**

Applications for Personal Leave for the upcoming calendar year must be submitted in writing to local management, with a copy to the Labour Relations Department, by no later than July 31 of the prior year. Decisions as to approval of individual applications will be made by August 31.

#### **Period of Leave and Vacation Credits:**

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

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

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

leave period (i.e., It will be paid at the reduced rate when incurred, with the balance to follow). Salary calculations will be based on Compensation guidelines.

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

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

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

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

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

APPENDIX "F"

MEDICAL CERTIFICATES

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

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 \_\_\_\_\_

; Dare \_\_\_\_\_

# MEDICAL CERTIFICATE

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

Doctor **Is** To Check Appropriate Boxes

Employee was absent from work and under my care from \_\_\_\_\_ to \_\_\_\_\_

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

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

Restrictions- Please "X" All **OE** The **Boxes** Below Which Apply

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

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

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

Referrals (physiotherapy, specialist, chiropractic, etc.) \_\_\_\_\_

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

Date of next appointment: \_\_\_\_\_

Doctor's Name \_\_\_\_\_

Doctor's Signature \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX "G"**

**ADJUSTMENT OF TIME WHEN ASSIGNED TO NON-SHIFT SCHEDULE:**

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

- a) When assigned to work non-shift for any portion of a cycle, the adjustment will be made at the ECC level. The total number of regular hours to be scheduled during the 35 day period will be 168 hours. Any paid holidays which occur during the non-shift period will be celebrated by the employee and will be considered as time worked. There is no requirement for any vacation adjustment in this case. See the following example:

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

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

1. Calculate the number of hours scheduled to work between January 18 and February 10: (8 shifts x 12 hours) = 96 hours,
2. Deduct the hours between January 18 to February 10 from the normal 168 hours which is scheduled during the cycle and the result will be the number of hours which can be scheduled at the regular rate of pay during the period of January 7 to January 17: (168 hours – 96 hours) = 72 hours.

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

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

- b) When assigned to work non-shift for a full cycle, the adjustment will be made by the Compensation Department. The employee will work on the basis of 40 hours per week. Any paid holidays which occur during the non-shift period will be celebrated by the employee and will be considered as time worked. Vacation credits will be applicable on the basis of the employee's years of entitlement. See the following example:

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

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

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

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

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

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

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

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

- c) When the assignment to non-shift is for a duration longer than one full cycle, the adjustment will be made at the ECC level for any combination of shift and non-shift during a cycle as per a) above, and the Compensation Department will make the adjustment for all complete cycles of non-shift assignment as per b) above.



**APPENDIX "H"**

**LETTERS OF AGREEMENT**

## Energie NB Power

P.O. Box 2000/C.P. 2000  
315 King Street/315, rue King  
Fredericton, N-B  
Canada E3B 4X1

September 10, 2002

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

Dear Mr. Calhoun:

**RE: Layoff Provisions – Previous Collective Agreements**

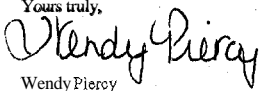
Prior to the signing of the Collective Agreement for the new Transmission Operational bargaining Unit, the agreements for the Operational Non-Supervisory and Technical Non-Supervisory groups contained provisions dealing with the layoff of employees with eight or more years of continuous service. Those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


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

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

Please signify your agreement by signing as indicated below

Yours truly,

  
Wendy Piercy  
Senior Labour Relations Officer

  
Larry Calhoun  
Assistant Business Manager

September 10, 2002

**Énergie NB Power**

P.O. Box 2600/C.P. 2000  
515 King Street, Suite 400  
Fredericton, N.B.  
Canada E3B 4K1

Mr. Larry Calhoun  
Assistant Business Manager  
I.B.E.W., Local 37  
138 Nellis Street  
Fredericton, N.B.  
E3A 2Z6

Dear Mr. Calhoun:

RE: Controlled Substance & Alcohol Testing Policy

This letter will confirm the agreement reached between NB Power and I.B.E.W. Local 37 as it pertains to the "Controlled Substance & Alcohol Use and Testing Policy" and its application to employees who volunteer to be included in this program.

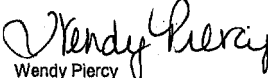
The parties recognize that there must be such a policy in place in order for our employees to circulate on U.S.A. highways with heavy road equipment to conduct line work on Campobello Island. The policy and the names of the volunteers are attached to this letter.

NB Power has agreed to provide an initial lump sum compensation of \$200 and thereafter the sum of \$100 per year to each employee who volunteers to be included in the application of this policy. It is understood that this offer is limited to employees who are assigned to Transmission Services who may be required to work on Campobello Island. In the event that our employees become subject to provincial or federal regulations that would require them to be subject to a similar controlled substance and alcohol testing policy, the lump sum payments of \$200 and/or \$100 per year would no longer be applicable.

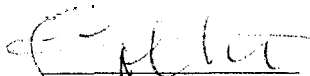
This policy becomes effective on the date of signing of this document and will remain in effect for the duration of the current collective agreement. The Union may withdraw its support of the policy with a 30-day notice to the Employer. However, in such case the policy will remain in effect for the duration of the current collective agreement for employees of the bargaining unit who have volunteered to participate in the program.

Yours truly,

NEW BRUNSWICK POWER CORPORATION



Wendy Piercy  
Senior Labour Relations Officer



Larry Calhoun  
Assistant Business Manager  
I.B.E.W., Local 37

## Energie NB Power

P.O. Box 2000/C.P. 2000  
255 King Street/255, rue King  
Fredericton, N.B.  
Canada E3B 4X2

September 10, 2002

Mr. Larry Calhoun  
Assistant Business Manager  
I.B.E.W., Local 37  
138 Neill Street  
Fredericton, N.B.  
E3A 2Z8

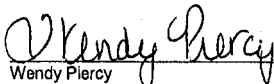
Dear Mr. Calhoun:

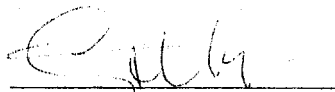
R E Power System Operators and Energy Co-Ordinators – Overtime for Training & Meetings

During negotiations, the parties discussed compensation for these shift workers when attending training and meetings. Effective the date of signing of this agreement, the provisions of the collective agreement and any other letters of agreement shall be amended to reflect the following:

1. The yearly shift schedule established for these groups will include 24 hours of training outside the normal work schedule. These 24 hours will be accumulated and credited at straight time. This accumulated time can be scheduled off during any mutually agreed 8 hour day in the 42 day cycle and scheduling of this time will be given the same priority as vacation.
2. Training will not be scheduled during the period of June 1 to October 31 in any year unless mutually agreed upon by ECC Management and the majority of the affected group.
3. If the pre-scheduled training is cancelled or changed for cause, new dates must be agreed to with the training being completed during the calendar year for which the training was originally scheduled. If the training cannot be completed during the calendar year and Management is the reason for this, the 24 hours of scheduled training will not be carried forward to subsequent years and there will be no penalty to the affected group.
4. All meetings and training, with the exception of (a) for employees on time off scheduled by the Employer and deemed to be mandatory will be paid at premium rates.
5. Self-scheduled or discretionary meetings or training agreed to by the management at ECC, for employees on time off will be paid at straight time rates.
6. The PSO or Energy Co-ordinator who works the night shift prior to the monthly group meeting will be entitled to double time for attending the meeting.

Signed this 10th day of Sept., 2002.

  
Wendy Piercy  
Senior Labour Relations Officer  
NB Power

  
Larry Calhoun  
Assistant Business Manager  
I.B.E.W., Local 37

September 10, 2002

# Energie NB Power

P.O. Box 2000/C.P. 2000  
515 King Street/515, rue King  
Fredericton, N.B.  
Canada E3B 4K2

Mr. Larry Calhoun  
Assistant Business Manager  
I.B.E.W., Local 37  
138 Nellig Street  
Fredericton, N.B.  
E3A 2Z6

Dear Mr. Calhoun:

RE: Power System Operators and Energy Co-ordinators – 42 Day Cycle

This letter sets out the agreement reached between N.B. Power and I.B.E.W., Local 37 Transmission Operational Group with respect to the hours of work for the Power System Operators and Energy Co-ordinators at the Energy Control Centre who are assigned to a combination of full shift schedule and day shift.

- The normal work hours shall be a rotation alternating from a twelve (12) hour shift schedule to an eight (8) hour day schedule and the normal schedule shall consist of a Forty-two (42) day cycle. Each group (PSOs or Energy Co-ordinators), with management approval, will determine their schedule in accordance with their needs. The following is a generic example:

	SUN	MON	TUE	WED	THU	FRI	SAT
WEEK ONE	X	X*	N	N	N	X	X
WEEK TWO	X	X*	D	D	D	X*	X
WEEK THREE	X	X	X	X	X*	D	D
WEEK FOUR	D	D	X*	X	X*	N	N
WEEK FIVE	N	N	X	X	X	X	X
WEEK SIX	X	T	T	T	T	T	X

D = Day Shift. N = Night Shift, T = Training 8 hr. day, X = Off  
\* = all overtime on such days to be paid at double time rate

- The hours of work shall be:
  - 12 hour shift schedule  
07:00 hours to 19:00 hours, designated as day shift  
19:00 hours to 07:00 hours, designated as night shift
  - 8 hour day schedule  
Monday through Friday, between 08:00 hours end 16:30 hours, with a one-half hour unpaid lunch break, resulting in a Forty (40) hour week.

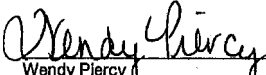
NOTE: These hours may be changed by mutual agreement.


- 2 -

- While assigned to the eight (8) hour day schedule, an employee is entitled to time off at the occasion of a statutory holiday.
  - For reasons of convenience, an employee assigned to the eight (8) hour day schedule, may be assigned to replace another operator on the twelve (12) hour shift schedule. Should this occur, the employee will be entitled to the applicable overtime rate for all hour worked on shift. In such case, there will be no entitlement to section 10.06 of the collective agreement (period of rest).
3. In replacement of article 10.03 (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 08:00 hours and 22:00 hours Monday through Friday shall be paid at time and one half.
  4. Twelve (12) hours of vacation credit are built into each cycle. An employee who is sick or assigned to work the entire period of the longest sequence of time off for a cycle will be credited with twelve (12) hours of vacation. For the purpose of this section, the "longest sequence of time off" may span two cycles and where there are two periods of time off of equal length, the latter sequence will be the relevant period.
  5. (a) An employee may arrange for time off for vacation purposes (for vacation not incorporated into the shift schedule), by arranging coverage by another qualified co-worker (subject to management approval) and the qualified co-worker providing such coverage will be paid at the applicable overtime rate.  
 (b) In order to maintain and ensure a continuous operation, it may be necessary to establish an "On Call Roster". The decision as to whether such a roster is necessary shall rest solely with management. No premium or compensation shall be paid to any employee for serving on such a roster. Management will, however, provide one paging device as required.
  6. On the day of an election, the parties will seek ways to maintain the twelve hour schedule in effect without imposing additional cost to NB Power on that day (e.g. the day crew employees availing themselves of the advance poll). If necessary, the twelve hour schedule will be suspended temporarily and employees will revert to an eight hour day schedule.
  7. When an employee is entitled to leave for jury duty or bereavement, they will be paid for the amount of regular hours that they were scheduled to work on that day.
  8. Sick leave shall be calculated on an hourly basis.
  9. Employees who work Christmas day as part of their regular shift-cycle shall receive extra pay at straight time rate for all hours worked within the 24 hours of December 25.
  10. The shift differential for the twelve hour shift workers is payable only on the night shift as defined at item #2 above. The hourly rate for the 12 hour schedule shift differential is \$1.33.

11. It is understood that the implementation or cancellation of the 42 day cycle for all or any portion of the work force will not result in the payment of any overtime premiums.
12. It is understood that management may temporarily suspend the 42 day cycle for all or any portion of the work force due to special operating requirements (e.g. special projects, training, extended absences, etc.). In such cases affected employees shall revert back to working hours as specified in the collective agreement and there will be no requirement for time balance adjustments.
13. Following implementation of the 42 day cycle, it may be permanently cancelled immediately by Management, should either public safety or the safe operational requirements at the ECC be adversely affected. If this schedule is cancelled by the Employer, the "Full Shift Assignment", as set out in article 9.04 (a) of the collective agreement will apply.

Signed this 10<sup>th</sup> day of September 2002.

  
\_\_\_\_\_  
Wendy Piercy  
Senior Labour Relations Officer  
NB Power

  
\_\_\_\_\_  
Larry Calhoun  
Assistant Business Manager  
I.B.E.W., Local 37

# Énergie NB Power

P.O. Box 2000 / C.P. 2000  
515 King Street / 515, rue King  
Fredericton, N.B.  
Canada E3B 4K2

January 11, 2002

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

Dear John:

This letter will set forth the Agreement reached between NB Power and Local 37 Administrative Support Group with respect to the hours of work for the CTAS Operators at the Energy Control Centre who are assigned to full shift schedule.

1. The normal workday shall be 12 hours and the normal schedule shall consist of a thirty-five (35) day cycle as per the following example:

	SUN	MON	TUE	WED	THU	FRI	SAT
WEEK ONE	X	X	D	D	D	X	X
WEEK TWO	X	N	N	N	N	X	X
WEEK THREE	X	X	X	X	X	N	N
WEEK FOUR	N	X	X	X	X	D	D
WEEK FIVE	D	D	X	X	X	X	X

D = Day Shift,            N = Night Shift,            X = Off

2. The hours of work shall be:

08:00 hrs to 20:00 hrs, designated as day shift  
and  
20:00 hrs to 08:00 hrs, designated as night shift

These hours may be changed by mutual agreement  
(e.g. from 06:00 hrs to 18:00 hrs)



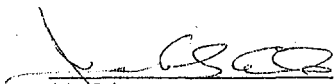
3. Notwithstanding article 10.06 b) i) of the Collective Agreement, double time rate shall be paid for all overtime worked on the day indicated with (\*) as illustrated below:

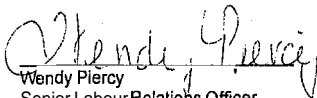
	SUN	MON	TUE	WED	THU	FRI	SAT
WEEK ONE	X	X*	D	D	D	X*	X
WEEK TWO	X	N	N	N	N	X*	X
WEEK THREE	X	X	X	X	X	N	N
WEEK FOUR	N	X*	X	X	X*	D	D
WEEK FIVE	D	D	X	X	X	X	X

\* = all overtime at double time rate

4. Employees may be changed from one shift to another within the shift cycle providing the overall cycle is not altered in time and such change shall be regarded as normal and no overtime premiums will be paid.
5. Twelve hours of vacation credit are built into each cycle. Should an employee be sick during his/her entire period of the longest sequence of time off for a cycle so as not to allow the vacation credits to be used, then he/she will be credited with twelve (12) hours of vacation. For the purposes of this section, the "longest sequence of time off" may span two cycles and where there are two periods of time off of equal length, the latter sequence will be the relevant period.
6. In order to maintain and ensure a continuous operation, it may be necessary to establish an "On Call Roster". The decision as to whether such a roster is necessary shall rest solely with management. No premium or compensation shall be paid to any employee for serving on such a roster. Management will, however, provide one paging device per shift to facilitate "on call".
7. It is understood that management may temporarily suspend the 12 hour schedule for all or any portion of the work force due to special operating requirements, special projects, training, etc. In such cases affected employees shall revert back to working hours as specified in the Collective Agreement. Where such situations result in an employee working less than the total number of hours required in any period, the employee's banked time credits shall be reduced to make up the deficiency.
8. It is understood that the implementation or cancellation of the twelve hours schedule for all or any portion of the work force will not result in the payment of any overtime premiums.
9. When an employee is being granted jury duty or witness leave, he/she will be paid for the amount of regular hours that he/she was scheduled to work on that day.
10. All of the consecutive days required for bereavement leave (as per section 13.07 of the Collective Agreement) which fall on scheduled work days will be paid for all regular time scheduled on such work days.

- 11. Sick leave credits shall be calculated on an hourly basis.
- 12. Employees who work Christmas Day, as part of their regular shift cycle, shall receive extra pay at straight time rate for all hours worked within the 24 hours of December 25.
- 13. Notwithstanding section 10.05 c) of the Collective Agreement, an employee eligible for an extra week of vacation credit may submit a request to add 8 hours of banked time to allow 48 consecutive regular hours of time off to be scheduled at once; the approval of such request will be subject to the provision of reasonable notice to the employee's supervisor, and operating requirements.
- 14. The shift differential for the twelve hour shift workers is payable only on the night shift as defined at item #2 above. The hourly rate for the 12 hour schedule shift differential is \$1.33.
- 15. a) On the day of an election, the parties will seek ways to maintain the twelve hour schedule in effect without imposing additional cost to NB Power on that day:  
e.g. 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.
- 16. 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 increase in cost to the corporation relative to the 12 hour shift implementation.
- 17. Following implementation of the twelve-hour schedule, such schedule may be canceled immediately by Management, should either the safe operation of the facility or public safety be adversely affected. The twelve-hour schedule may be canceled for other reasons by Management or the Union upon two months' written notice to the other party.

  
John Cole  
Business Manager  
Local 37, I B E W

  
Wendy Piercy  
Senior Labour Relations Officer  
NB Power

Agreed to this 11th day of January, 2002



## Energie NB Power

April 17, 2002

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

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

Dear Mr. Cole:

RE: Power Line Technician Apprenticeship Program

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

1. Upon hiring, and where operational requirements permit, each apprentice shall be headquartered at the operating centre closest to their place of residence for the balance of the apprenticeship period. During this period, the apprentice shall be assigned to a Customer Service/Transmission "pool" and not to a particular Region or Headquarters. Training and field exposure for the balance of the apprenticeship period shall be co-ordinated by Customer Service Operations and, where practical and timely, field exposures shall take place in the Region where the employee is headquartered.
2. a) Upon certification as a qualified PLT, the employee is eligible to bid on any vacancy, which may exist in Transmission or Customer Service. If successful, the PLT shall be eligible for relocation assistance under NB Power's Relocation Assistance Policy as it may exist at that time.  
  
b) If after 4 years in the apprenticeship program, an employee has not achieved certification solely because NB Power ~~was~~ unable to provide the necessary training or work exposure, the employee will still be eligible to bid on any vacancies referred to in paragraph 3 (a).  
  
c) Any employee who is unsuccessful on the above described bid, or who chooses not to bid upon completion of their apprenticeship, shall be assigned by NB Power to a Customer Service Region or Transmission location as determined by NB Power. In such instance, the employee will be eligible for relocation assistance as described above.

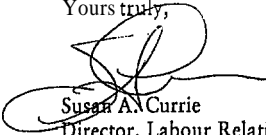
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d) For greater certainty, the fact that an employee has been headquartered at a particular location during the apprenticeship period does not give the apprentice any advantage or priority with respect to a permanent assignment following certification.

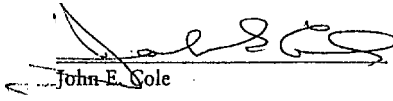
- 3. Where there is any conflict between this agreement and the terms of the collective agreement between the parties, this agreement will prevail.

Please signify your agreement as indicated below.

Yours truly,



Susan A. Currie  
Director, Labour Relations



John E. Cole

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



## Énergie NB Power

P.O. Box 2000 / C.P. 2000  
525 King Street / 515, rue King  
Fredericton, N-B  
Canada E3B 4A1

April 17, 2002

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

Dear Mr. Cole:

**RE: Future Changes to Workers Compensation Legislation**

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

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

Please signify your agreement as indicated below.

Yours truly,

Susan A. Currie  
Director, Labour Relations

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

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

## Énergie NB Power

P.O. Box 2000/C.P. 2000  
515 King Street/515, rue King  
Fredericton, N-B  
Canada E3B 4K6

October 4, 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: Power System Operators – NERC Certification/Changes to Job Description

The Parties have agreed to the following as compensation for the changes the Employer has made to the job description (attached) of the Power System Officer classification, including the requirement to obtain and maintain NERC certification:

- Effective September 1, 1999 the rates set out in Appendix "A" of the collective agreement will be adjusted by applying a five percent (5%) increase to all of the steps in the range;
- NB Power agrees to pay the registration fee for the NERC certification exam and, if travel is required to write the exam, expenses will be paid in accordance with the collective agreement in effect at that time;
- Upon successful completion of the NERC certification exam; an employee who completes the exam on the first attempt will receive a lump sum payment of \$500.00, successful completion on the second attempt, \$250.00 and no payment for the successful completion on a third attempt;
- If an employee does not successfully complete the NERC certification and is removed from the position of Power System Operator, the Employer has no obligation to find other employment for the employee. However, if the employee is successful in obtaining another position, article 8.01 (d) of the collective agreement will apply where that position has a lower maximum salary and, if an employee is required to relocate, the Corporate Relocation policy will apply;
- The job description will be adjusted as follows:

### Reporting Structure ...

The incumbent must be certified as a Power System Operator from the New Brunswick Advanced Education and Labour Department. In addition, in order to be qualified to work on shift, the incumbent **must** be certified by the North America Electric Reliability Council (NERC Certified).

### Specific Accountability

1. Ensure the reliability of the power system by monitoring and maintaining all the 69, 138, 230 and 345 kV transmission voltage levels. The incumbent does this by controlling various apparatus in the field that affects the system voltage. Aids such as the Optimal Reactive Power Flow (ORPF) computer flow program is utilized in this function. In addition, the transmission reliability is also maintained by keeping the transmission line loading (MW and Mvar) within prescribed limits.
7. While the Energy Co-ordinator is primarily responsible for OASIS, Electronic Tagging and Transmission System Administer (TSA) duties, the Power System Operator will assist with these functions **when** operating conditions permit.

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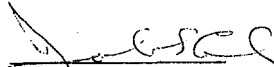
Please signify your agreement with the above by signing as indicated below.

**Yours** truly,



\_\_\_\_\_

Susan A. Currie  
Chief Labour Relations Officer



\_\_\_\_\_

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

cc W. Snowdon  
A. Briggs  
K. Roherty  
K. Stafford  
F. Ouellette