

AGREEMENT

BETWEEN

MARITIME ELECTRIC COMPANY, LIMITED

AND

LOCAL No. 1432

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS A.F.L.-C.I.O.-C.L.C.**



JANUARY 1, 2005 - DECEMBER 31, 2008

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This AGREEMENT made this 4th day of November, 2005.

BETWEEN: MARITIME ELECTRIC COMPANY, LIMITED a company incorporated under the Companies Act of Canada with Head Office in Charlottetown, Prince Edward Island and carrying on a public utility business in the Province of Prince Edward Island, hereinafter called the "Company", their successors and assigns.

(Hereinafter called the "Company")

OF THE FIRST PART

AND: IBEW LOCAL NO. 1432 Unit 3 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS A.F.L.-C.I.O.-C.L.C., herein called the "Local Union", their successors and assigns.

(Hereinafter called the "Local Union")

OF THE SECOND PART

WHEREAS the Union has represented to the company that the majority of the employees of the company in Prince Edward Island in the classifications set out in **Schedule "B"** hereof are members in good standing of the Local Union;

AND WHEREAS the Union has also represented to the Company that it has been certified by the Labour Relations Board of P.E.I. as bargaining Agency for the employees of the Company in P.E.I. in the classifications set out in **Schedule "B"** hereof.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT the parties hereto have agreed as follows:

PREAMBLE

Maritime Electric and the IBEW maintain the importance of the Collective Agreement. The Collective Agreement is the result of the efforts of both parties to reach agreement on the terms and conditions of employment. The parties have an obligation to uphold the provisions of the Collective Agreement.

It is the intent and purpose of this Agreement to promote and improve the relationship between the parties. The Company and its employees at all levels are bound to observe the provisions of this Agreement. The Union and its officers at all levels are bound to observe the provisions of this Agreement.

The parties commit to using Article 36 to improve the administration of the Collective Agreement and to educate all employees and management personnel in their obligations under the Collective Agreement.

ARTICLE 1 - RECOGNITION

1.01 The Company shall deal with the accredited representatives of Local Union No.1432 of the I.B.E.W. as the collective bargaining agency for the employees of the Company in the Province of Prince Edward Island in the classifications set out in **Schedule B**.

ARTICLE 2 - NO STRIKE OR LOCKOUT

2.01 During the life of this Agreement the Union agrees that there will be no strikes, slowdowns, or cessation of work and the Company further agrees that there will be no lockout.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Company shall retain the right to exercise customary and regular functions of Management, however the right of the Union to bring a grievance alleging abuse of these rights, as they effect the Agreement, is recognized.

ARTICLE 4 - EMPLOYEES AFFECTED

4.01 **The Company agrees that the duties and responsibilities for positions listed under the Schedule B classifications are full-time and are outlined in Schedule A and Schedule D hereto attached.**

4.02 The job descriptions and classifications shall be reviewed jointly from time to time during the term of this Agreement.

4.03 Any new job classification which may be created within the scope of this Agreement, shall be negotiated within 60 days of the new classification being created and appended to this Agreement.

4.04 If within the 60 day period no agreement is reached on the wage rate of a classification, then this dispute may be referred to an Arbitration Board as outlined in Article 27 of the Agreement for final disposition.

ARTICLE 5 - DEFINITIONS

5.01 Regular Full-Time Position

A regular full-time position is one in which work is carried on throughout twelve (12) months of each year, as listed in Schedules "A" and "B".

5.02 Regular Full-Time Employee

A regular full-time employee is one who holds a regular full-time position as outlined in 5.01 and has successfully completed his/her probationary period.

5.03 Probationary Employee

A probationary employee is one who, at the commencement of employment with the Company, occupies a regular full time position, within the scope of this Agreement, for a minimum trial period of six (6) months, but not to exceed six (6) months unless agreed to in joint consultation by Union and Management. A probationary employee may be terminated at the Company's discretion at any time during the probationary period.

5.04 Temporary Employees

A temporary employee is a person who is employed to fill a position which is vacant due to the absence of a regular full time employee through illness, accident, vacation or approved leave of absence. A temporary employee may also be hired for a period not to exceed (12) continuous months for a term project. The Company and the Union will, however, discuss those cases where, in the opinion of either, the use of a temporary employee continues for so long as to indicate that a regular job exists.

5.05 Student

An employee who is a "student" is defined as an employee who is employed on a temporary basis for a period not to exceed six months, who has been in full-time attendance as a student at an educational institution and affirms, at the time of his/her appointment, that he/she will return to full-time attendance at an educational institution immediately following the employment period.

5.06 Service and Seniority

Length of continuous employment with the Company in a "Regular Full Time" position shall be known as service. Length of employment in the trade shall be known as seniority. Length of service and seniority shall be according to the records of the Company.

A Company service list will be posted once per year upon request.

5.07 **Power Line Technician**

An employee who has successfully completed the indentured apprenticeship program for "**Power Line Technician**" through the Department of Labour or an employee who had previously qualified as "First Class Lineperson" under the Company training program for lineperson shall both be known as **Power Line Technician**.

Each shall be deemed to hold equivalent status and qualifications under this agreement.

The terms "Journey Lineperson" and "Power Line Technician" are used interchangeably in this Agreement.

ARTICLE 6 - UNION MEMBERSHIP AND DEDUCTION OF UNION DUES

6.01 All employees covered by the terms of this Agreement shall be required to become members of the Union as a condition of employment from and after the thirty-first day following the date of successfully completing their probation period.

6.02 Employees covered under Rand Formula and those employees who because of religious convictions may not join the Union shall pay an amount equivalent to monthly Union dues.

6.03 The Company agrees to deduct from the wages of all employees covered by this Agreement, Union dues and Initiation fees as shall be decided by the Union. Union dues shall be deducted monthly and shall be forwarded to the Union together with a list of employees within fifteen (15) calendar days following the pay period in which the deductions are made.

6.04 Probationary employees, employed in classifications outlined in **Schedule B**, shall agree to pay to the Union, through a check off, an amount equivalent to Union dues from commencement of employment.

6.05 There will be no deduction for union dues from students who are hired for the vacation period only.

6.06 The Union agrees to indemnify and save the Company harmless from any liability or action arising out of the operation of this Article.

ARTICLE 7 - WAGE SCHEDULE

7.01 The minimum wages to be paid in the classification shall be in accordance with **Schedule "B"**.

7.02 The Company, on its part, agrees to pay the rates set forth in the attached schedule, the Local Union, on its part, agrees to the principle of a full day's work for a full day's pay.

- 7.03 All employees shall be paid through direct payroll deposit into the bank account designated by the employee. Only employees still receiving a pay cheque as of January 1, 2001, shall continue to receive a pay cheque until such time as they decide to switch to direct payroll deposit.

ARTICLE 8 – HOURS OF WORK

Power Engineers in the Charlottetown Thermal Generating Station and ECC System Operators will work on shift or days as required in accordance with Articles 8.01 and 8.02. All Operator/Maintenance persons who have joined the program covered by the Memorandum of Agreement, Schedule D, will work and be paid according to Articles 8.01 and 8.02.

- 8.01 (a) It is agreed that the twelve (12) hour shift is part of the agreement effective June 14, 1979 but is understood should there be employee fatigue, deterioration of safety standards, or increased operating costs resulting from the twelve (12) hour shift schedule, then the parties may terminate the twelve (12) hour shift schedule and return to the eight (8) hour shift schedule upon giving one months written notice, and complying with Article 47.
- (b) Shift work shall cover 24 hours per day, 7 days of the week including paid holidays. A shift schedule may be mutually agreed to by both Management and the employees in the affected department. Shift schedules adopted shall be of a rotational nature. Normal hours of work will be those outlined in the shift schedule adopted, or failing agreement on a shift schedule, the shift schedule outlined in Schedule "C".
- (c) The hours of work for shift workers shall average forty-two (42) hours per week over a cycle or rotation of shifts. A rotation of shifts shall be the point in a shift schedule where all shifts listed (e.g. A, B, C, & D) have averaged forty-two (42) hours per week.
- (d) Shift workers shall be paid according to the time worked during the pay period as recorded on their time sheets.
- (e) All shift workers will be paid one extra hour pay each week to compensate for the one hour premium time due to the two (2) hours of overtime worked.
- (f) The pay week for shift workers shall be 1900 hrs Saturday to 1900 hrs the following Saturday. For the purposes of pay and paid holidays, a shift shall be considered to have been worked on the day on which the majority of hours worked during that shift falls.

- (g) When the supervisor changes an individual employee within the work schedule for reasons over which the company has control and **(48) forty-eight** hours notice is not given, premium rate will apply when excess hours are worked over his/her regular cycle to accomplish such change.
- (h) **Article 8.01 (g) above shall also apply to an employee required to move from shift to days, except where it is mutually agreed by the employee and the supervisor for the employee to work days the remainder of his/her scheduled shift hours within that pay week and such work will be at the employee's straight time rate.**
- (i) **In the event that an employee is short in his/her pay, pursuant to Article 8.01 (c), when going off shift due to a reduction in generating requirements and the employee does not receive his/her normally scheduled hours for that pay week, and where the employee cannot possibly be scheduled by management to make up the lost hours by the end of that pay week (1900 hours Saturday), then the Company will keep the employee whole in his/her pay for that pay period.**

8.02 Day Workers

- (a) Day workers will work Monday to Friday normally from 7:30 to 12:00 noon and from 12:30 p.m. to **4:00 p.m.** with one half (½) hour off for lunch. Day workers will be paid for forty (40) hours per week and they will not be paid the premium hour per week.

- (b) The following classifications are affected:

Combustion Turbine Operator / Maintenance Person

Electrician - Industrial
 Power Plant Lead Hand
 Power Plant Maintenance Person No. 1
 Power Plant Maintenance Person No. 2
 Clerk Chemist
 Power Plant Helper
 Instrument Technician

Assistant Chief Engineer

Power Plant Planner

Power Plant Lead Hand (Electrical & Instrumentation)

Power Plant Labourer

- (c) For reasons over which the company has no control, if a day worker has his/her schedule changed and he/she works in excess of 8 hours, in a 24 hour period starting from the time he/she commenced work, he/she will be paid time and one half for all hours in excess of 8 hours. Overtime for pay purposes shall not be calculated as regular time worked.

- (d) If a day worker is scheduled to go on shift for a week, he/she assumes that shift for the week and no adjustment will be made in his/her pay. If the shift happens to be **thirty-six** (36) hours that week those are the hours for which he/she will be paid. If he/she elects to do so, when a day worker is scheduled to go on shift for a period of two **(2)** weeks or less which results in an average of less than **forty** (40) hours per week, he/she may make up the additional hours. The time of makeup shall be arranged between the worker and his/her supervisor. Regardless of when the hours are actually worked time shall be paid for at regular time rates.
- (e) **All day workers shall be paid according to the time worked during the pay period as recorded on their time sheets.**
- (f) Because of the addition of the Operator/Maintenance **Person** Program and the new 1980 change to the regulations pertaining to the Provincial Power Engineers Act, several titles have come into usage in the Collective Agreement and in our negotiation process.

These titles are:

Plant Operator
 Shift Worker
 Spare Shift Worker
 Spare Operator
 Operator/Maintenance Person
 Power Engineer

It is agreed that for the purposes of the operation of the Operator/Maintenance Person Program that all the terms are synonymous, but that we should move towards the usage of the title Power Engineer who is an individual who operates and maintains a power plant who is at times an Operator, a Shift Operator, a Spare Shift Operator, and a Maintenance Person.

8.03 (a) Clerical Staff - Customer Service Representatives (Employees hired prior to March 8, 2001)

(Employees whose work the Company determines involves dealing directly or indirectly with the public.)

- (i) The regular work day will be seven and one-half (7 1/2) hours and the regular work week will be five days. Normal office hours will be from 8:30 a.m. to 5:00 p.m., Monday through Friday, with one hour off for lunch.
- (ii) Office staff employees who are normally required to vary their starting, finishing and/or lunch time shall be considered as working a normal day if their regular hours of work occur between 8:00 a.m. and 5:00 p.m.

- (iii) Summer hours for clerical workers shall be in effect for the months of June, July, August and September. The regular work day shall be seven and one-half (7 1/2) hours and the regular work week will be five (5) days. Normal office hours will be from 8:00 a.m. to 4:00 p.m., Monday through Friday with one-half (1/2) hour off for lunch.
- (iv) Recognizing the obligation of the company to its customers, it is agreed that the cashiers will work staggered hours so that this department will remain open during regular working hours, the schedule will be decided between the supervisor and the employees involved.
- (v) **Employees shall rotate positions within the department on a regular basis, but not greater than quarterly.**

(b) Clerical Staff - Customer Service Representatives (Employees hired after March 8, 2001.)

(Employees whose work the Company determines involve dealing directly or indirectly with the public.)

- (i) The regular work day will be seven and one-half (7 1/2) hours and the regular work week will be five days.
- (ii) Normal office hours will be from 8:00 a.m. to 5:00 p.m., Monday through Friday, with one half (1/2) hour off for lunch. In the District Offices, the office hours will be eight (8) hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, with one half (1/2) hour off for lunch.
- (iii) Office staff employees who are normally required to vary their starting, finishing and/or lunch time shall be considered as working a normal day if their regular hours of work occur between 8:00 a.m. and 5:00 p.m.
- (iv) Recognizing the obligation of the Company to its customers, it is agreed that the cashiers will work staggered hours so that this department will remain open during regular working hours, the schedule will be decided between the supervisor and the employees involved.
- (v) **Employees shall rotate positions within the department on a regular basis, but not greater than quarterly.**

- (c) Clerical Staff - Administrative Support Clerks (whose work the Company determines does not involve dealing directly or indirectly with the public.)

The regular work day will be seven and one-half (7 ½) hours and the regular work week will be five days. Normal office hours will be from 8:00 a.m. to 4:00 p.m., Monday through Friday, with one half hour off for lunch.

8.04 Other Workers

- (i) Work hours for the following classifications covered by this agreement shall be forty (40) hours per week excluding Saturday and Sunday and shall be from 8:00am to 4:00pm, for five (5) days of the week, excepting:

- **CSUP** who shall work 80 hours per pay period on a shift rotation including Saturdays and Sundays. Work hours for the **CSUP** shall normally be 0800 – 1600 hours or 1600 – 2400 hours.
- Meter Readers (hired after March 8, 2001) who shall work eight (8) hours per day between 8:00am and 5:00pm excluding Saturday and Sunday.

- (ii) Employees affected by this Article shall be allowed twenty minutes (20) to eat their lunch with no loss of pay.

- (iii) **Article 8.04 shall apply to the following classifications:**

Area Representative	Lead Hand Electrician (Transformer Section)
Assistant Storekeeper	Power Line Foreperson/Rural Powerline Foreperson
Customer Service Utility Person	Line Storekeeper
Digger Operator	Meter Reader
Draftsperson	Meter Technician
Electrician (General Duty)	Senior System Technician
Engineering & Transmission/ Distribution Utility Person	System Electrician (Transformer Section)
General Labourer	System Technician
Power Line Technician/Rural Powerline Technician	Transmission/Distribution Operations Support Person
Journey Meterperson	Telecommunication Technician

8.05 Alternative Hours of Work

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

- (a) **Agreements between the Company 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,
- (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 department to be affected by the arrangement, shall be considered their normal hours of work. Any agreement must include the following conditions:
- (i) a completion of existing application form 840601A and reply 840601B;
 - (ii) 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;
 - (iii) the normal hours in a day may be extended up to ten (10) hours before overtime premiums (at prevailing overtime rates) apply to those hours in excess of ten (10) hours;
 - (iv) an employee who has completed their normal work week 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.
- (c) **Absence & Paid Holidays**
- (i) 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;
 - (ii) If a paid holiday falls during altered hours of work, the employee will receive seven and one half (7.5) or eight (8) hours pay and may choose to take either banked time, vacation or unpaid time to make up any remaining scheduled hours. If a paid holiday falls on the designated day off for that work week, an employee will receive an alternate day off during that week at either seven and one half (7.5) or eight (8) hours pay.

- (d) **Job Sharing**
Job Sharing arrangements are available to allow employees an opportunity to reduce their regular hours of work. The terms of such arrangements are set out in Schedule G.
- (e) Where major jobs are scheduled where employees, other than shift workers are required to work long hours, or when employees are away from their headquarters, and it is mutually agreeable between the employees affected and the Section Supervisor, special working hours may be brought into effect.

8.06 Meter Readers and Meter Section Employees

When a Meter Section Employee or Meter Reader has completed his/her assigned tasks or is unable to carry them out due to blocked roads, vehicle breakdown and the like, he/she will report in immediately to his/her Supervisor and may be assigned to other duties. A Meter Reader may be assigned to any Meter Reading route on the Company system as directed by his/her Supervisor. The assigning of meter reading routes and the allotment of the number of customers on a meter route are matters which rest solely with the Company.

ARTICLE 9 - OVERTIME

- 9.01 All time worked in excess of the regular daily or weekly hours of work shall be considered overtime. Any work performed during regular, alternate, varied or compressed hours of work shall not be considered overtime.
- 9.02 Overtime shall normally be at the rate of time and one-half of the applicable regular rate but shall be paid at the double time rate in each of the following situations:
 - (a) Call outs
 - (b) Where work is performed on one of the Paid Holidays, on a Saturday or Sunday, or between 1600 and 2400 hours on December 24 or 31.
 - (c) Overtime between **2200** and 0800 hours, Monday to Friday.
 - (d) All overtime work performed by shift workers and **CSUP workers** on their days off.
 - (e) In accordance with Article 12.07
 - (f) **Out of Province**
Employees working outside the province of Prince Edward Island to assist an external utility company in emergency power restoration.

(g) Overtime performed on a day off by an employee working a compressed work week schedule shall be paid at the rate of time and one half the employee's regular rate for the first four (4) hours worked and double time for the remaining hours worked, except all hours worked after 4:00 p.m. shall be at double time.

9.03 Overtime for pay purposes shall not be calculated as regular time worked.

9.04 The Company agrees to distribute overtime to employees in a fair and equitable method. The method may vary from department to department but will be a method agreed to by both the Company and a majority of the employees affected.

9.05 Overtime required to extend the normal work day shall be distributed in accordance with Article 9.04.

9.06 Planned or Scheduled Overtime Work

(a) Work which is not of an emergency nature but which necessitates planned or scheduled overtime work will be performed on a voluntary basis. However, if a Tradesperson in the classification, or a Tradesperson who has been assigned to the classification at least two (2) days prior to such planned or scheduled overtime, or the number of employees required to properly and adequately perform the work are not available on request, those employees first approached by the Company shall carry out the assignment. Nothing in this Article shall prevent the application of Article 8.

(b) Two (2) days advance notice will be given for planned or scheduled overtime work. If for reasons other than inclement weather, planned or scheduled overtime is cancelled without two (2) days notice, the employee scheduled to work such overtime will be given four (4) hours pay at regular rates.

CALL OUT

9.07 **Call out is where** an employee is called for duty after he/she has completed his/her normal day's work and has left his/her place of employment.

9.08 (a) (i) **The Company, in conjunction with the Union, shall establish a call out list annually. That call out list will be on a voluntary basis. If the employee chooses to be on the call out list, then he/she will be required to be available and respond to a call out in accordance with this article.**

(ii) **Employees that sign on for the call list will do so with the responsibilities under Article 35 and Article 9.08 understood. Upon signing on to the voluntary list these responsibilities will be detailed and explained to the employee by the Company.**

- (b) **Where the employee or crew members designated for call out cannot be reached or cannot respond, the ECC Systems Operator shall contact the on call supervisor. Notwithstanding any other article in this agreement, the on call supervisor, at his/her discretion, shall call any other employee or crew member on the volunteer call out list.**
- (c) **For greater clarity, the foregoing procedure is for first call out only. Second and subsequent call outs shall be in accordance with the remaining provisions of this agreement.**

9.09 (a) All call out will be paid at double time the employee's regular rate.

- (b) The minimum call out shall be four (4) hours pay if called between midnight and 6:00am any day of the week and all day Saturday and Sunday and "Paid Holidays".
- (c) The minimum call out shall be two (2) hours pay if called out for overtime periods other than (b) above.
- (d) Minimum call out will not apply if called between 6:00am and the normal starting time on a regular working day. Such time will be paid at the prevailing overtime rate.

9.10 It is understood and agreed that more than one assignment or call-out within the minimum call-out period will be considered as one call-out. Employees called out shall remain available for immediate recall for other emergencies for the time period for which they are being paid. The Company shall be informed of the employee's whereabouts at all times after the work is completed if it is completed before the expiration of the minimum call-out period. If the employee does not remain available **he/she** shall only be paid for the time actually worked.

9.11 Stand Down Period

- (a) An employee who has worked for sixteen (16) hours within a twenty-four (24) hour period shall be required to take an eight (8) hour **continuous stand down** period. **If the stand down period falls within the employee's regularly scheduled work day, the Company will compensate the employee** at the employee's **regular** hourly rate for each hour displaced.
- (b) **It is understood that in the case of an emergency which constitutes an imminent hazard to life or property, it may not be possible to comply fully with the above, however, the major consideration must be the safety of the employee.**
- (c) The employee will be required to report to work at the end of the **stand down** period. The employee will be paid at the straight time rate for all hours worked in the remainder of the regular shift provided he/she reports to work.

- (d) This **article** shall not apply to employees working twelve (12) hour shifts and to spare shift employees.

9.12 **Banking of Overtime**

- (a) An employee may elect not to receive pay for overtime worked and have such overtime hours credited at premium rates to a bank for later time off. (Example: 8 hours worked at one and one-half = 12 hours banked. 6 hours worked at double time = 12 hours banked.)
- (b) The employee and the Section Supervisor must agree when time off is to be taken.
- (c) The employee must request five (5) working days in advance, on a form provided. **The banked time request form shall be returned to the employee within two (2) working days after the request is made. If such request is denied, reason will be given in written form on said form.** The Section Supervisor, at his/her discretion, may waive the five-day requirement in exceptional circumstances.
- (d) Once a time off request is approved, the employee may not withdraw the request, however, in an emergency situation, the Section Supervisor may cancel the request at any time.
- (e) An employee called to work when utilizing his/her banked time off shall be paid the rate applicable to the time period worked and the banked hours unused shall be returned to the bank.
- (f) Employees may elect, upon written request, to receive pay for unused banked time hours four (4) times per year on the first pay day in March, June, September and December. All such requests must be for a minimum of eight (8) banked time hours.

The Company will pay out all unused banked time hours for the previous calendar year on the first pay day in June.

ARTICLE 10 - CONTRACTOR'S CREWS

- 10.01 Overtime work necessitated by trouble calls, planned or scheduled maintenance work or jobs requiring additional personnel over and above the contractor's original crew(s) may only be assigned to additional contractor's crews after regular employees in the area have had the opportunity to perform the overtime work.

Further, it is understood that, in the event additional forces are required from outside the district, Company employees will be called first.

- 10.02 Contracting Out
The Company agrees that it will not contract out work, if as a direct result a regular full time employee will be laid off and such employee is qualified to perform the work.

ARTICLE 11 - SAFETY

- 11.01 The Safety Committee shall consist of ten (10) persons made up of five (5) management representatives and five (5) union representatives with one (1) from management and one from the union acting as alternating chairpersons. The committee will review all lost time accidents and accidents reported to the Worker's Compensation Board and other matters pertaining to health and safety and make recommendations and submit a report to both management and the Union.

The Committee shall meet at the request of either chairperson.

A union representative from the department involved will accompany the Safety Supervisor in his/her field investigations of accidents and jointly prepare a report(s) to be tabled before the Safety Committee for their review and recommendation.

- 11.02 Occupational Health and Safety Division inspections may be requested by mutual agreement of the members of the Safety Committee or failing in such agreement by any member of the Safety Committee. Copies of the Inspectors report will be sent to the members of the Safety Committee as soon as they are available to the Company. Two or more members of the committee will be available to accompany the inspector during any safety inspections.
- 11.03 The Employer and the Union mutually agree that violation of the safe working practices and procedures by either party may be referred to the grievance procedure.
- 11.04 The Safety Manual of the Company shall be followed.
- 11.05 Safe work and health rules recommended by the Committee shall be submitted to the Employer and the Union to be incorporated in a Safety Manual. Any proposal to change or revise such recommended rules, shall be referred back to the Committee for their concurrence or further recommendations.
- 11.06 Protective Equipment**
It is acknowledged that protective work equipment and clothing is issued to employees to help reduce injuries and accidents and must be used or worn as set out in the Company Safety Manual.
- 11.07 Employees requiring prescription safety glasses shall have them provided in accordance with the Company's safety manual.**

ARTICLE 12 - ANNUAL VACATION

12.01 Regular employees shall be granted vacation in accordance with their years of continuous employment as follows:

(a) (i) after one (1) year's continuous employment – two (2) weeks vacation

or

(ii) after one (1) year's continuous employment – three (3) weeks vacation, **if the employee takes vacation in the off season.** The three (3) weeks must be taken between January 1st and May 31st or **October 1st** and December 31st of the current year. When any portion of a vacation week falls within the off season months that week shall be deemed to be part of the off season. Plant employees off season shall be from May 1st to **September 30th**.

(iii) No employee shall be entitled to vacation until completion of one year's continuous employment with the Company.

(b) after three (3) years continuous employment – three weeks vacation

(c) (i) after ten (10) years continuous employment – four weeks vacation

or

(ii) after six (6) years continuous employment – four weeks vacation, **if the employee takes vacation in the off season.** Two (2) weeks must be taken between January 1st and May 31st or **October 1st** and December 31st. When any portion of a vacation week falls within the off season months that week shall be deemed to be part of the off season. Plant employee's off season shall be from May 1st to **September 30th**.

(d) after twenty (20) years continuous employment – five weeks vacation

(e) after thirty (30) years continuous employment – six weeks vacation

12.02 Shift Workers

(a) Vacation entitlement for shift workers will be specified in weeks. On annual vacation the shift worker will be paid the one hour premium time per week. Vacation pay will be according to the hours the employee would have worked during the period if he/she had stayed on the same shift. He/she will be deemed to be on that shift if he/she has worked the previous week on that shift.

(b) Prior to a shift operator going on vacation, every reasonable effort shall be made to inform that shift operator of the shift he/she will return to following expiration of his/her vacation.

- 12.03 When vacations are scheduled every reasonable effort will be made to give the employee the vacation time requested by him/her. Vacations are to be taken during the calendar year. However, if due to work requirements, the Company is unable to grant vacation within the calendar year, such vacation shall be carried over to the following year.
- 12.04 If an employee elects to take no vacation, he/she is not entitled to any credit for the vacation or pay in lieu thereof.
- 12.05 When a Paid Holiday(s) occurs during an employee's annual vacation, he/she shall have the option of receiving an additional regular day's pay for each holiday(s) occurring during the vacation period or he/she may elect to take an additional day(s) off in lieu of the holiday(s) occurring during his/her vacation period. If an employee elects to take the day(s) off, the day(s) must be taken at the start or conclusion of the selected vacation period. The selection of the option must be made when the vacation is requested.
- In the case of a Thermal Plant Shift Worker, he/she shall receive **eight (8)** hours pay for such holiday so occurring.
- 12.06 It is recognized that an employee is entitled to annual vacation for time worked, however, if any employee is on sickness, L-T-D, or on Workers Compensation and unable to take vacation in the current year (entitlement for which was earned in the previous year worked) he/she will be allowed to take that portion of unused vacation time in the year he/she returns to work.
- 12.07 If an employee works any time during his/her scheduled vacation, the employee shall be paid double his/her regular rate of pay for all time worked during his/her regular working hours, and be given all time off, at a mutually agreeable time, with pay for time that he/she has worked during his/her scheduled vacation. The rescheduled time shall then be treated as scheduled vacation.
- 12.08 Vacation requests must be submitted by March 31st and vacation lists will be posted by April 15th.
- Except for clause **12.01 (a) (i)** and **12.01 (a) (ii)**, the number of weeks vacation will be granted in and after the calendar year in which the anniversary year occurred.
- 12.09 The Section Supervisor may authorize the use of vacation time, banked time or floating holidays for absences arising from domestic emergencies. Absences of this type should be of brief duration. One day should usually be adequate. Authorization by the Section Supervisor will not be unreasonably withheld.
- 12.10 When a regular full time employee becomes sick or injured during his/her vacation the Company shall allow the employee to reschedule his/her remaining vacation provided the employee remains ill or incapacitated for the duration of the scheduled vacation period. The vacation will be rescheduled in accordance with the following:

Any remaining vacation credits available to the employee which would have occurred following the employee's next normal day off may be rescheduled to a time suitable to the Company. Proof of illness or injury (medical certificate) must be received by the Company within forty-eight (48) hours of the occurrence.

- 12.11 An employee having filled a full time position within the scope of this Agreement for a period of five (5) years continuously may be granted a leave of absence without pay for a period of up to one year for purposes approved by Company management and upon such terms and conditions as may be agreed to between the Company and the employee. Service and seniority shall not accumulate during such leave of absence. All Company benefits cease for that period unless otherwise agreed between the Company and the employee.

ARTICLE 13 - PAID HOLIDAYS

- 13.01 Employees will be paid for the following paid holidays, providing they are not absent the full working day preceding or following the holiday unless they (1) receive prior approval or (2) were sick (the latter absence must be confirmed by a Doctor's Certificate).

1. New Years Day
2. Good Friday
3. Easter Monday
4. **Canada Day**
5. Labour Day
6. Thanksgiving Day
7. Remembrance Day
8. Christmas Day
9. Boxing Day
10. **Victoria Day**
11. Floating Holiday
12. Floating Holiday

Floating holidays will be taken with the prior approval of the Section Supervisor, and if an additional holiday is declared by the Government, then it will replace a Floating Holiday.

- 13.02 If a "Paid Holiday" falls on a Saturday or Sunday it shall be observed on Monday.

13.03 **CSUP**

- (a) **The CSUP** will observe **paid** holidays on the day on which they occur.
- (b) If a **paid** holiday falls on a **CSUP's** regular day off, they will receive **eight (8)** hours pay in lieu of. This **eight (8)** hours pay may be banked.

- 13.04 (a) **An employee who works on one of the paid holidays will be paid double time for the hours worked, plus eight (8) hours pay for the holiday.** In the case where a shift worker takes a floating holiday, he/she shall receive pay for all hours he/she was scheduled to work on that day.
- (b) **If a paid holiday falls on a shift worker's day off, the employee** shall receive **eight (8)** hours pay in lieu thereof for the day on which the holiday occurs.
- (c) **A shift worker who is sick on a paid holiday and was scheduled to work shall receive twelve (12) hours regular pay plus eight (8) hours for the holiday.**

For short term sickness, a shift worker will be paid the one (1) hour premium time per week.

13.05 Shared Time Off

With the approval of the supervisor, a regular full time employee may be granted up to **four (4)** hours off work at one time to a maximum of **twenty-four (24)** hours off work per calendar year for the purposes of **unforeseen domestic emergencies including child and elderly care responsibilities or leaving work early due to storms.** Wherever possible, the employee will endeavor to provide the supervisor with as much notice of the need for time off as practicable. The time off work shall be cost shared 50/50 between the Company and the employee.

ARTICLE 14 - ABSENCE FROM WORK DUE TO SICKNESS OR ACCIDENT

- 14.01 If a regular full time employee is absent from work as a result of sickness, or accident incurred in the course of his/her employment, and not caused by his/her own negligence, payment of wages will be made in accordance with Article 16.
- 14.02 In the case of sickness, every reasonable effort shall be made by the employee to inform his/her supervisor at least two (2) hours prior to his/her scheduled working time. Employees absent because of sickness shall notify their supervisor, as soon as possible, of their anticipated return to regular duties.
- 14.03 Employees shall give their supervisor a minimum of two (2) days notice for personal prearranged medical, dental or optometrist appointments.

ARTICLE 15 - GROUP LIFE INSURANCE

- 15.01 Regular full time employees become eligible for Group Life Insurance coverage upon completion of three months of continuous service. Coverage will be as detailed in the Company booklet entitled "Your Group Benefits", provided to each new employee upon completion of their probationary period.

- 15.02 Briefly, this coverage is twice annual salary to age 65, at which time it reduces to annual salary. Premiums to be paid fully by the Company in conjunction with the agreement on short and long-term disability coverage costs as detailed in the September 1, 1983 Memorandum of Agreement.

ARTICLE 16 - SHORT AND LONG TERM SICKNESS AND DISABILITY COVERAGE

- 16.01 Short-term sickness and disability coverage will be as outlined in the memorandum of Agreement dated **November 4, 2005**, between the Union and the Company.
- 16.02 Cost of long-term **disability** coverage will be borne by the employee. **Participation in both short term disability and long term disability is mandatory for all regular employees.**
- 16.03 When an employee is sick or disabled and receiving benefits under the L.T.D. Plan, both Company and employee shall continue to share in the **Extended Health and Dental Plans**.
- 16.04 **Each new regular employee, upon completion of the probationary period, shall be provided with a booklet outlining the terms of the various group insurance plans in which they participate.**

ARTICLE 17 - EXTENDED HEALTH AND DENTAL PLANS

- 17.01 The Company agrees to continue the present policy of paying 50% of the premium for employees enrolled in the **Extended Health & Dental Plans**. This covers regular employees and their dependent sons and daughters, but such cost shall not in any way include the cost of health care for dependent children when they reach 19 years of age.
- 17.02 It is further agreed that should the monthly cost of coverage change, such increase or decrease in cost is to be borne equally by the individual employee and the Company.

ARTICLE 18 - RRSP

- 18.01 Maritime Electric will sponsor a Group RRSP, and it will remain in force during the term of this Agreement. Employees will contribute six and one-half percent (6 ½%) to the RRSP and the Company will match the employee contribution.

ARTICLE 19 - RECLASSIFICATION DUE TO SICKNESS OR INJURY

- 19.01** An employee, injured 'on the job', who is then unable to perform the work of his/her job classification shall be assigned a job classification suitable to his/her capabilities, and shall retain his/her former rate of pay provided that he/she has 6 yrs. of continuous service with the Company, and provided that his/her total income received including insurance and compensation benefits resulting from the injury does not exceed the total wage for his/her former classification. He/she shall continue at his/her former rate of pay until the rate for his/her classification reaches this level, at which time he/she shall be entitled to normal increases.
- 19.02** An employee who, because of illness or accident off the job, is unable to perform the work of his/her job classification and is then assigned a job classification suitable to his/her capabilities, shall retain his/her former rate of pay provided that he/she has 12 years of continuous service with the Company, and provided that his/her total income received including insurance and compensation benefits resulting from the illness or injury does not exceed the total wage for his/her former classification. He/she shall continue at his/her former rate of pay until the rate for his/her classification reaches this level, at which time he/she shall be entitled to normal increases.

ARTICLE 20 - TRANSFERS REQUIRING A CHANGE OF RESIDENCE

- 20.01** When there is a position which may require a change of residence the vacancy shall be posted according to the Agreement. If there are no applications for such vacancy, then the Company may designate the employee with the least seniority in the classification posted to fill the position.
- 20.02** When an employee is temporarily assigned to a position away from his/her normal headquarters and is not provided with overnight accommodations the employee will be paid for traveling time at the applicable overtime rate or will be allowed to travel on Company time. The decision as to which method that will be allowed rests with the employee's Supervisor.

ARTICLE 21 - CHANGE OF POSITION

- 21.01** (a) An employee who is temporarily assigned to a higher rated position shall receive the prevailing rate of pay for all hours worked while occupying such position. For employees temporarily assigned to a higher rated position continuously for **two (2)** weeks the higher wage rate shall also be paid for all holidays, vacations, or sick time if these days fall within the term of occupying the higher rated position.
- (b) Employees assigned to a higher rated position for call out will be paid the higher rate.
- (c) Temporary assignments are solely at the discretion of the Company and when an assignment is made, **it shall be in accordance with the articles which follow.**

21.02 Types of Temporary Assignments (Excluding Clerical)

- (a) Vacancy due to annual vacation, sickness or injury, or other approved leaves not expected to exceed two weeks.

The positions listed in 21.03 of this Section shall be temporarily filled on assignment by the senior person of that crew, shift section or area, when qualified.

- (b) Vacancy due to sickness or injury or other approved leaves except vacation for a period expected to exceed two (2) weeks.

The positions listed in 21.03 of this Section shall be temporarily filled on assignment on the basis of seniority in the area, within that trade and when qualified.

- (c) Vacancy due to sickness or injury which initially was not expected to exceed two (2) weeks but which does exceed two (2) weeks.

The positions listed below in this Section shall have been temporarily filled as outlined in 21.02 (a) above and for the remaining period of sickness or injury shall be filled by assignment on the basis of 21.02 (b) seniority in the area, within that trade and when qualified.

21.03 The following positions will be temporarily filled on assignment as outlined:

No. 1 Power Plant Operator	Power Line Foreperson/Rural
No. 2 Power Plant Operator	Foreperson
Area Representative	Senior System Technician
Assistant Chief Engineer	Power Plant Planner

- 21.04 (a)** When a position outside the Agreement is temporarily assigned to an employee covered by this Agreement, such employee will receive his/her regular rate plus ten (10%) percent, based on hours worked at the prevailing rate.

- (b) The temporary assignment shall not exceed twelve (12) months. The Employee, upon return to the bargaining unit, shall be prohibited from a further management assignment for a period of six (6) months following return to the bargaining unit.**

- 21.05 (i)** All temporary vacancies within the CSUP classification shall be filled on assignment by the senior qualified employee in the geographic area of the vacancy holding a **Power Line Technician ticket**. It will be at the Company's discretion whether to fill the vacancy.

- (ii) An employee temporarily assigned to a CSUP position shall be provided forty-eight (48) hours notice of the change in work schedule.** If this notice is not given, the employee shall be paid overtime at the prevailing rate.

21.06 Types of Temporary Assignments (Clerical):

Where the Company decides to make a temporary appointment to a clerical position that is expected to last more than a month, the Company will post a notice of the temporary assignment for a period of seven (7) consecutive days. If a regular full-time clerical employee who applies for the position is qualified and has the ability to perform the work, it will not be filled with a temporary employee and it will be awarded to that regular full-time employee, and if two or more are qualified and able to perform the work, it will be awarded to the one with the greatest service.

ARTICLE 22 - PROTECTIVE WORKGLOVES, COVERALLS AND SAFETY BOOTS

22.01 The Company agrees to issue up to a total of seven pairs of lineperson's protective work gloves, one-fingered mitts or other suitable work gloves per year on an exchange basis to employees in the Line Section, Meter Section, Survey Section, Transformer Section and Meter Readers.

22.02 Tool Replacement

The Company agrees to replace tools lost and/or damaged on the job by employees who are required to supply their own tools where satisfactory explanation of loss or damage is given and accepted by the Supervisor. Damaged tools will be replaced on an exchange basis.

22.03 Coveralls, Overalls and Smocks

The Company agrees to supply coveralls, overalls, or smocks to those employees who by the nature of their work find it necessary to wear them. These will be issued on a replacement basis; that is, Supervisors will arrange for new issues once worn-out articles are turned in. The Company shall make every effort to keep an adequate stock on hand so that they will be available when needed.

An employee may purchase insulated coveralls of a type approved by the Company in lieu of the regular coveralls, but the additional cost shall be borne wholly by the employee.

22.04 On **the first pay date of January, commencing January 2006**, each eligible employee shall receive **an annual** payment of **two hundred dollars (\$200)** for the purchase of safety boots of a type approved by the Company. Eligible employees shall be those in the Line Department, Transformer Department, Meter Section, **Stores** Section, **Production**, Technical Section, Construction Services and Meter Reading section.

ARTICLE 23 - LABOUR MANAGEMENT COMMITTEE

23.01 A Labour Management Committee shall be constituted as follows:

The Local Union shall appoint three representatives from among the Company's employees covered by this Agreement. The Company shall also appoint three representatives.

23.02 Frequency of Meetings
The Labour Management Committee shall meet quarterly on mutually agreeable dates. A meeting of the Labour Management Committee may also be called at any time by any member of the said committee.

23.03 Terms of Reference
The Labour Management Committee is an open forum to consider matters affecting mutual interests of the employees and the Company. Through this Committee, the Company will endeavor to communicate changes that are of mutual interest and to encourage open and candid discussion. An agenda will be prepared two weeks prior to a Labour Management Meeting and priority will be given to this agenda above other items that might be brought up at the meeting. Grievances will not be considered by this Committee.

ARTICLE 24 - EMPLOYEES RIGHTS

- 24.01 (a) The Union and the Company agree that there will be no discrimination because of race, creed, color, sex, marital status, ethnic or national origin, age, physical disability or membership, activity or lack of activity in the Union. The clause is to be construed and applied, as nearly as is possible, consistently with and in harmony with the human rights legislation of Prince Edward Island, the intention of the parties being to make any rights and obligations in relation to employment under such legislation contractual rights enforceable as if they were rights and obligations under this Agreement, and to extend the prohibition against discrimination to discrimination because of membership, activity or lack of activity in the Union.
- (b) No employee shall be required to make a written or verbal agreement which may conflict with the terms of this Agreement.
- (c) Sexual harassment includes:
- (i) unwanted sexual attention of a persistent or abusive nature made by a person who knows or ought reasonably to know that such attention is unwanted,
 - (ii) implied or expressed threat or reprisal in the form either of actual reprisal or denial of opportunity, for refusal to comply with a sexually oriented request, and
 - (iii) sexually oriented remarks or other behavior which may reasonably be perceived to create a negative psychological or emotional environment for work.
- (d) The Sexual Harassment Policy is outlined in Schedule E.
- (e) Prior to taking any action to discipline an employee, the Company shall meet with the employee to review the matter. The employee is entitled to be accompanied by a representative of the Union.

Following this meeting, a second meeting will be held to convey the disciplinary action. The second meeting will not be held until one day (24 hours) after the first meeting. The employee is entitled to be accompanied by a representative of the Union.

- (f) Upon an Employee's request, any notice of disciplinary action or other document concerning disciplinary action, other than evaluation reports and payroll records, which have been placed in the Employee's file shall be removed after two years provided that no further disciplinary action has been recorded during this period.
- (g) The Company permits the use of its bulletin boards for the display of any reasonable Union Notices.

ARTICLE 25 - SENIORITY

25.01 Vacancies shall be filled in accordance with the following:

(a) **Clerical Classifications**

The Company agrees to fill vacancies covered by this Agreement above entry level ranges from present staff whenever qualified personnel are available, subject to the following provisions. In all promotions, demotions, transfers and **layoffs**, the Company shall consider related experience, education, ability, job-performance. Where these qualifications are relatively equal for two or more employees being considered, preference shall be given to the employee with the greater service. Any or all employees being considered may be subject to such additional test or examinations as the Company may require.

(b) **Trade or Trade Related Classifications ***

Selection of employees for promotion, demotion and laying off, in their trade or classification, shall be based on the following factors:

- (i) Ability – (to perform work required)
- (ii) Qualifications – (trade qualification or experience, either in trade or classification)
- (iii) Seniority – (Seniority within the trade, within the Company)

*** Trade related classification is one that requires post secondary technical education from a recognized educational institution.**

(c) **All Other Classifications**

Selection of employees for **promotion, demotion and layoff shall be based on the following factors:**

- (i) Ability – (to perform work required)
- (ii) Qualifications – (related to classification applied for)
- (iii) Service – (Service with the Company)

25.02 The Company shall not necessarily be obliged to consider the promotion of any employee with less than one year of seniority in his/her present position nor shall the Company necessarily be obliged to consider requests for lateral transfers unless the employee has occupied his/her present position for two years or more.

25.03 **General**

Both parties recognize that job security shall increase in proportion to length of service; therefore, in the event of a lay off or a demotion the employee shall be affected in the reverse order of his/her seniority **pursuant to Article 25.01 above.**

25.04 **Concerning Temporary Employees**

(a) In the rest of this article the expressions “employee who has been laid off” and “laid off employee” include, as well as an employee who has been laid off, an employee who is on notice that he or she is going to be laid off.

(b) A regular full-time employee who has been laid off will be entitled to bump any temporary employee if the laid-off employee is qualified and has the ability to perform the work being performed by the temporary employee. In order to bump a temporary employee, the laid-off employee will give at least a week's notice of his/her intention to do so to the Human Resources Department and provide sufficient information with the notice to enable the Company to ensure that he or she is qualified and has the ability.

(c) No laid-off employee who would otherwise have the right under **25.04(b)** to bump will have that right if the employee who he or she proposes to bump is another laid-off employee who has bumped a temporary employee, unless the employee proposing to bump, as well as being qualified and able to perform the work, has more service than the employee who has already bumped.

(d) A laid-off employee who has bumped a temporary employee will, while he or she occupies the position, be subject to all the terms of this Collective Agreement, and the rate of pay for the temporary position will be the rate of pay to which the employee would be entitled for the position if he or she were awarded it on a non-temporary basis.

(e) Except when a temporary position is occupied by someone who has bumped into it under **25.04(b)**, whenever a temporary employee is employed, the Company shall remit to the Union, an amount equivalent to the monthly union dues that would be payable by and deducted from the temporary employee if he or she were covered by this Collective Agreement. The amount to be paid under this paragraph will be calculated as though the temporary employee were receiving the rate of pay that he or she would receive if awarded the position on a non-temporary basis. However, to ensure that a temporary employee does not receive more than a regular full-time employee doing the same work, the amount paid to a temporary employee will not exceed the

amount that he or she would receive if union dues were deducted from the person's pay.

- (f) When the Company determines that it no longer requires someone to perform the work for which a temporary employee had been or was going to be hired, notwithstanding anything else in this Agreement a laid-off employee who has bumped the temporary employee will be returned to the status of a laid-off employee.
- (g) If there are laid-off employees who might reasonably be expected to be interested in work which the Company proposes to have done by a temporary employee, rather than hiring a temporary employee who may then be bumped the Company may post the position and, if it does, the posting will have the same effect as if the Company had already hired a temporary employee and any laid-off employee who applies will be considered to be applying under **25.04(b)** to bump the temporary employee, and a laid-off employee who is awarded a temporary position under this paragraph will be considered to have bumped the temporary employee.

ARTICLE 26 - GRIEVANCE PROCEDURE

26.01 The company and Union agree to the following procedures for the purpose of adjusting differences arising between the parties concerning the meaning or violation of any terms of this Agreement, or concerning disciplinary or dismissal action taken by the Company with regard to any employee. If a grievance is not presented within ten working days of the date it has occurred it shall be deemed to be abandoned.

Step 1

The employee, employees and/or the Shop Steward shall present his/her grievance in writing on the approved Union grievance form to the first Level Supervisor concerned. 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 First Level Supervisor, the grievance may be taken to Step Two.

Step 2

Failing settlement at Step 1, the matter shall be put in writing and taken up with the Department Head within 2 working days following the reply of the F.L.S. If the employee does not receive a reply or satisfactory settlement of his/her grievance from the Department Head, within five working days from the date on which he/she presented his/her grievance to the Department Head, the grievance may be taken to Step Three.

Step 3

Failing settlement at Step 2, the Union Grievance Committee and/or Union representatives shall within five (5) working days present the grievance in writing by mailing it by registered mail or by personal delivery to the President of the Company or in his/her absence, his/her representative. Copies of correspondence and grievances presented at Steps One and Two, and

replies by the F.L.S. and the Department Head under Steps One and Two must accompany the grievance when it is presented to the President of the company or in his/her absence, his/her representative. If a reply or satisfactory settlement is not received within ten (10) working days of the grievance being presented at Step 3, it may be referred to Arbitration as hereinafter provided.

- 26.02** Request for Arbitration shall be made within twenty (20) working days following the termination of discussion in Step 3.
- 26.03** Where there is an alleged violation of the Agreement, the circumstances of which apply to more than one employee, a group or policy grievance may be filed commencing at Step 3.
- 26.04** In any or all of the above steps where a hearing is held on a grievance, the employee may be accompanied by a representative of the Union.
- 26.05** The time limits as set forth in the steps above may be extended by mutual agreement.

ARTICLE 27 - ARBITRATION

- 27.01** Where a difference arises between the parties relating to the interpretation or alleged violation of this Agreement, either party may, after exhausting the grievance procedure as provided herein, request the matter be submitted to Arbitration within 20 working days following step 3 of the grievance procedure.
- 27.02** Such request shall be made in writing to the other party to this Agreement, and the notice shall contain the name of the first party appointee to the Arbitration Board along with a copy of the subject matter to be arbitrated.
- 27.03** If the recipient of the notice fails to appoint a nominee within five (5) working days, the Minister of Labour for the Province shall be requested to appoint such nominee. The Appointees shall within five (5) working days, appoint a third party to be Chairman of the Arbitration Board. If the nominees are unable to agree on a Chairman, they shall request the Minister of Labour to appoint a Chairman.
- 27.04** Each party shall bear the expenses of its nominee and shall share equally the expenses of the Chairman. The decision of a majority of the members, shall be the decision of the Board, but if there is no majority the decision of the Chairman governs.
- 27.05** The Arbitration Board shall not have the power to alter, delete, modify, amend or supplement any part of this Agreement.
- 27.06** In dealing with any discharge or discipline, the Arbitration Board shall have the power to dispose of the grievance by any agreement which, in its opinion, it deems just and equitable.
- 27.07** The parties may by mutual agreement use a single Arbitrator.

ARTICLE 28 - CONFORMITY WITH LEGISLATION

- 28.01** Should any provision of this Agreement be declared illegal by any Court of competent jurisdiction such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

ARTICLE 29 - BEREAVEMENT LEAVE

- 29.01** An employee shall be granted a special leave of **four (4)** working days with no loss of pay immediately following the death of a member of that employee's immediate family provided the employee actually attends the funeral. The term "immediate family" shall be interpreted to mean **the employee's** husband, wife, **common-law spouse**, son, daughter, stepson, stepdaughter, father, mother, stepfather, stepmother, brother or sister, mother-in-law, father-in-law, grandchild, brother-in-law, sister-in-law, **daughter-in-law, son-in-law, or step-grandchild.**
- 29.02** In addition, there shall be no loss of pay for work time lost during the **two (2)** days (non-working days included) immediately following the death of a grandmother, grandfather, aunt, uncle, **niece, or nephew**, provided the employee actually attends the funeral.
- 29.03** Employees in the section affected, who so request, shall be given time off to attend the funeral of an active fellow employee without loss of pay.
- 29.04** The Unit Chairman of the Union, or his/her alternate, shall be allowed a maximum of one day off to attend the funeral of a fellow employee without loss of pay.
- 29.05** When a member of the employee's immediate family dies during the employee's scheduled vacation, the employee shall be entitled to reschedule **four (4)** days of vacation to a time suitable to the Company.
- 29.06** In the case of bereavement leave for shift workers, they shall be granted a special leave of five (5) calendar days with no loss of pay immediately following the death of a member of the employee's immediate family as detailed in **Art. 29.01**. Pay will only be for those days the shift worker would normally have worked in the schedule.

ARTICLE 30 - RELOCATION ALLOWANCE

- 30.01** When an employee is assigned duties which necessitate his/her taking up residence in another locality in Prince Edward Island, the Company will pay for all reasonable moving expenses.

ARTICLE 31 - JOB POSTING

- 31.01** The Company agrees to post all job vacancies on the Bulletin Boards for a period of seven (7) consecutive days. Such posting shall indicate classification and location of the position. All vacancies within the Collective Agreement shall be posted within 30 days of the vacancy arising.
- 31.02 The Company agrees to post vacancies **in non-union positions** below the level of manager, provided the vacancy is not being filled through reorganization of existing management staff. It is recognized that the Company's selection for these supervisory positions outside the bargaining unit is not subject to the grievance procedure.
- 31.03** Any position declared redundant does not have to be posted.
- 31.04** (a) **A regular employee who is successful on a job posting shall undergo a trial period of sixty (60) working days. The rate of pay during the trial period shall be the posted classification rate. Conditional on satisfactory service, the employee shall be declared permanent in the position after successful completion of the trial period. The Company shall conduct a performance review with the employee prior to the completion of the trial period. If the Company determines that the employee cannot satisfactorily perform the duties of the position during the trial period or if the employee is unable to perform the duties of the new position during the trial period, the employee shall be returned to his/her former position at the rate of pay for the former position, without any loss of seniority. Any other employee promoted or transferred shall also be returned to his/her former position without loss of seniority.**
- (b) **The Company's decision to return the employee to his/her former position may only be reviewed on the grounds of an arbitrary or discriminatory decision by the Company; otherwise, the Company's decision shall not constitute a difference between the parties.**
- 31.05 Applicants not selected to fill the position applied for will be so advised. Unsuccessful applicants may consult with their supervisors and receive counseling as to why they were not selected.

ARTICLE 32 - UNION OFFICIALS

- 32.01 The Company agrees to allow employees serving as Shop Stewards and Officers of the Union sufficient time during regular working hours in which to carry out Union/Company business when prior arrangement has been made with the Supervisor.

- 32.02 **Upon written request of the union**, an employee elected or appointed to represent the union at conventions, or to attend a course or seminar shall be allowed **union leave with pay** and such request will not be unreasonably denied. **The union will reimburse the company for the wages and benefits paid to the employee.**
- 32.03 The Company agrees to pay up to five (5) employees, who are members of the Union Negotiating Committee, for the time spent negotiating a new Agreement with the Company during their regular working hours. Under no circumstances will overtime be paid to the members of this Committee while negotiating.
- 32.04 The Company shall not be obliged to pay for time spent in Conciliation.
- 32.05 An employee or employees who may be selected by Local Union 1432 or the I.B.E.W. for a position in either organization that requires him/her to divorce himself/herself from the Company, will be given a leave of absence, provided the employee has given the Company at least one (1) month notice.
- Such leave of absence shall be for a 2 year period.
- 32.06 **The shop steward or designate shall be granted leave without loss of pay to attend arbitration hearings between the Company and the union.**

ARTICLE 33 - APPRENTICESHIP

- 33.01 (a) The Company agrees to allow apprentices a leave-of-absence to attend at a mutually agreeable time formal apprentice trades training applicable to the individual's classification in programs sponsored and administered by the appropriate government authority. For approved apprentice trades training programs the Company will supplement the employee to bring his/her total remuneration to his/her regular rate.
- (b) If an employee drops out of a course he/she may be required to pay for all the course costs including any expenses in **33.01** unless he/she was unable to complete the course due to the Company requiring him/her to work, due to his/her sickness, or due to death in his/her immediate family.
- (c) If an employee completes a course and fails the examination he/she will be given a second chance provided he/she is recommended by the course instructor.
- 33.02 For the purpose of qualifications in this Agreement an employee who was deemed to have Senior, Journey or 1st Class Status before an Indentured Apprenticeship scheme was introduced in his/her Trade or Classification, shall be deemed to have the same status as the Indentured program would give him/her.

33.03 Rates for apprentices indentured through the Department of Labour programs shall be as follows:

1st Year Apprentice	65% of Journey Rate
2nd Year Apprentice	75% of Journey Rate
3rd Year Apprentice	85% of Journey Rate
4th Year Apprentice	95% of Journey Rate

33.04 **Indentured Apprentice Opportunity**

A regular employee who is offered an Indentured Apprentice opportunity shall be permitted a three (3) month leave of absence from their own position during the first three (3) months of an apprenticeship screening and shall maintain his/her pay rate during the three month period. An employee screened out shall be returned to their former position without loss of seniority or benefits. An employee who is successful and screened in to become an apprentice shall be deemed to have resigned from their own position. A successful employee shall be paid the apprentice rate of pay in accordance with art. 33.03 and treated in all other respects the same as any other apprentice except that the employee's service and seniority with the Company shall be recognized.

33.05 The Company agrees to cooperate with long time individual employees who request assistance in meeting the trade qualifications of his/her classification.

33.06 Any new apprenticeship classification plan as applied to the Electric Utility Industry shall be jointly administered by the Company and the Union, in conjunction with the Provincial Government Apprenticeship Training Branch.

ARTICLE 34 - JURY DUTY

34.01 All employees serving jury duty and those who have been subpoenaed as witnesses shall be compensated for any difference between the jury fee or witness fee paid them and their regular day's pay.

ARTICLE 35 - ECC SYSTEM OPERATOR (OPERATOR) CALL OUT PROTOCOL

35.01 Customer inquiries will be responded to by Energy Control when the Company Call Centre closes.

(a) **Power Line Technician (PLT) / Foreperson:** When it is necessary for an Operator to call-out a **PLT / Foreperson**, the Operator will telephone the **PLT / Foreperson** according to the rotating "Call Out List" jointly provided. **Crew members wishing to be temporarily relieved of on call responsibilities must arrange for a replacement and Article 9.08 will apply to the replacement.**

- (b) **Call Center Call-Out:** When it is necessary for an Operator to **require call center staffing, they call a designated supervisor** (sudden storm or a service disruption resulting in numerous calls from customers), the Operator will telephone the **designated supervisor** on call **and this person will contact the Customer Service Representative** according to the rotating **call-out schedule**.
- (c) **Call Out for the Following; Meter Readers, Stores, Meter Technicians, Technicians and Transformer Section.** When it is necessary for an Operator to call out an employee, the Operator will telephone the employee according to the rotating "Call Out List" **jointly** provided by that section affected.

ARTICLE 36 - CONTRACT FAMILIARIZATION

- 36.01** After the signing of this Agreement, the Company agrees to hold meetings with Shop Stewards, Supervisors, Unit Chairman and negotiating committee to discuss terms and interpretation of the new agreement. The exact amount of time to be determined in accordance with the time required to familiarize employees affected with the changes to the Agreement.

ARTICLE 37 - PAY ADVANCES

- 37.01** Pay advances for vacation will only be made upon ten (10) days written notice and there will be no further granting of advances for other reasons.

ARTICLE 38 - MEALS

- 38.01** Employees shall be responsible for providing, and carrying their first meal during their regular working day including altered hours and scheduled or planned overtime on Saturdays, Sundays and Statutory Holidays.
- 38.02** When an employee is required to continue working at the conclusion of his/her normal work day for a continuous period in excess of two (2) hours, he/she shall be provided with a meal allowance of \$13.50; **\$14.50 effective January 1, 2007**. If such overtime continues, additional meal allowances will be paid for each additional four hour interval.

Twenty minutes will be allowed to eat and the employee will be paid for this time. If the employee requests more than twenty minutes to eat his/her meal, all additional time taken will be on the employee's own.

- 38.03** An employee required to work during the noon lunch break on a scheduled work day, shall be paid time and one half for time actually worked during the lunch break. If the employee is not allowed 20 minutes during the noon lunch break to eat, he/she shall be allowed 20 minutes as close to 1 p.m. as is possible with no loss of pay. When time allowed is just before the end of the lunch break additional time shall be granted sufficient to bring the total to 20 minutes. This article does not apply to classifications identified in Article 8.04(iii).

- 38.04** Except for shift workers covered in Article **8.01**, if an employee is required to work overtime not continuous with his/her normal work day he/she will be paid a meal allowance after four hours of work. If the overtime continues, additional meal allowances will be provided at four hour intervals.
- 38.05** An employee required to work overtime prior to 6:00a.m. who has not been given time to eat at home and whose work continues into the normal work day, shall be provided with a meal allowance and a reasonable period to eat or one hour without loss of pay to return home to eat his/her breakfast.
- 38.06** Except for shift workers covered in Article **8.01**, if an employee is required to work altered hours, he/she will be provided with a meal allowance at the end of the first eight hours if the work is to continue for over two additional hours and shall be permitted 20 minutes without loss of pay to eat a meal. If the overtime work continues, additional meal allowances shall be provided at four hour intervals but no meal allowance shall be provided at the end of the shift.
- 38.07** **When the Company requires an employee to maintain overnight accommodations, a full breakfast will be provided prior to the start of the workday, or a meal allowance in lieu thereof and, notwithstanding Article 38.01, a meal allowance for lunch.**
- 38.08** When an employee is requested to use his/her own vehicle on a casual or non routine basis for short trips on Company business where the normal mileage allowance does not compensate for the service, a service charge shall be paid according to following conditions.
- (1) Prior approval for the use of a private vehicle must be obtained from the Supervisor for each trip.
 - (2) The daily distance driven must be less than 40 km.
 - (3) Monthly expense accounts are submitted showing the actual distance driven on each day.
 - (4) This is not a standby charge, the vehicle must be used.
 - (5) The daily service charge shall be \$10.00.
- 38.09** If a shift worker is required to continue working at the end of his/her **twelve** (12) hour shift, he/she will be provided with a meal at the end of the **twelve** (12) hour shift if the work is to continue for over two **(2)** hours and shall be permitted **twenty** (20) minutes without loss of pay to eat his/her meal. If the overtime work continues, additional meals shall be provided at approximately **four** (4) hour intervals but no meal shall be provided at the end of the shift.

ARTICLE 39 - AUTOMATION AND TECHNOLOGICAL CHANGE

- 39.01 When it is necessary to reduce the number of employees in any classification because of automation and/or technological change every reasonable effort will be made to accomplish the reduction through attrition or reassignment of the employees effected. Attrition as it relates to automation and technological change shall mean the reduction of the work force by: retirement, death, disability.
- 39.02 When the Company plans a change in its present method of procedures and practices brought about because of automation and technological change, the Company will give to the Union at least six months advance notice of such change.
- 39.03 In the case of worker displacement because of automation and/or technological change, employees within their classification with the greatest seniority will be given first consideration for re-training and upgrading for whatever jobs within the scope of the Agreement for which they could be trained.

ARTICLE 40 - REST PERIODS

- 40.01 Employees shall be allotted two rest periods of reasonable duration per day. In line with operation requirements, one rest period will be taken during the first half of the employee's shift and the second rest period will be taken during the second half of the employee's shift.
- 40.02 Employees must remain in the building or at their place of work unless excused by supervisors or foremen during any or all rest periods.

ARTICLE 41 - MATERNITY LEAVE

41.01 Maternity Leave

(a) Maternity Leave

An employee with 20 weeks or more of continuous service, on her written request supported by a medical certificate estimating the probable date of birth of her child, is entitled to a maternity leave of absence from work without pay for a period up to seventeen weeks.

(b) Supplementary Unemployment Benefit Plan

The Company shall provide a Supplementary Unemployment Benefit Plan as set out in the Letter of Understanding between the parties and appended to this Agreement.

41.02 Parental Leave

In addition to maternity leave, a parental leave of absence without pay is available to employees with twenty (20) weeks or more of continuous service, who become either natural or adoptive parents. The leave may be taken by either the mother or father or in combination. The period of leave may be for a period up to thirty-five (35) weeks and must commence no later than the

first anniversary date of the birth or adoption. Note: Adoption means “adopts or obtains legal guardianship of a child.”

41.03 The total aggregate amount of leave that may be taken by one or two employees as either maternity or parental leave in respect of the same birth or adoption shall not exceed fifty-two (52) weeks.

41.04 Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work unless otherwise requested and approved by the Company. The Company will endeavor to accommodate such requests based on resources available and provided the requests are cost-neutral to the Company.

41.05 Physicians' Certificates

The Company may, at any time, request an employee to provide a physician's certificate outlining her fitness to continue working during pregnancy or to confirm that an employee is fit to return to her normal job duties following a maternity leave of absence. Where the employee is not fit to continue working in her job or in an alternate position that she is capable of performing, she may be required to commence maternity leave.

41.06 Where the working conditions may be hazardous to an unborn child or to the pregnant employee, the employee may be transferred to an alternate position provided she is capable of performing the work.

41.07 Service and Benefits

An employee returning from a maternity or parental leave of absence within twelve (12) months will be reinstated to the job held at the time the leave commenced provided the job still exists. If the former job no longer exists, the employee will be placed in a comparable position with the same wages and benefits the employee would have received if the employee had not been granted maternity or parental leave.

During periods of absence on maternity or parental leave, all regular benefit plan coverages will remain in force provided that the employee continues to pay her or his share. Long-term disability coverage and all voluntary or optional coverage must be maintained by the employee while on maternity or parental leave.

Company service and trade seniority of an employee on approved maternity or parental leave shall be deemed continuous.

41.08 Probationary employees will have their probation extended by the amount equal to the period of their maternity and/or parental leave. Additionally, their Company service will not accumulate for the purpose of salary level changes.

ARTICLE 42 - GENERAL

- 42.01** It is understood and agreed that should difficulties arise from the manner or assignment of cleaning procedures for operators, the matter will be referred to a committee of operators and supervisory personnel in an effort to resolve the matter.
- 42.02** The Company agrees to assign **four (4) employees** per shift when **the five (5) steam turbines** are running at the **Charlottetown Thermal Generating Station**. **In the event an additional steam turbine is running, or No. 2 Boiler is running in addition to the five steam turbines, the Company agrees to assign five (5) employees per shift at the Charlottetown Thermal Generating Station.**
- 42.03** Meter connections and disconnections required after regular working hours will normally be assigned to qualified **employees outlined in Schedule A** operating authorized vehicles. However, inadvertent "no-power" calls found to be due to a disconnected meter will be connected, when authorized, by the line crew responding to the call. In the event that the Supervisor is unable to contact a qualified employee, after making every reasonable effort to do so, he/she may use his/her discretion to restore service.
- 42.04** Height Pay
Any employee required to work 185 feet or over on the 200' or 225' smoke stacks at the Charlottetown Plant will be paid double his/her hourly rate of pay for the time the work is being performed by the employee.

ARTICLE 43 - EFFECTIVE NOTICES

- 43.01** Any notice required to be sent to the Local Union herein shall be effectively given when sent by registered mail to Business Manager, Local Union 1432, I.B.E.W., **326** Patterson Drive, Charlottetown, P.E.I., C1A 8K4. The Union shall notify the Company of any changes of such address during the term of this Agreement. Any notices required to be given to the Company shall be effectively given when sent by registered mail to Maritime Electric Company, Limited, P. O. Box 1328, Charlottetown, P.E.I. C1A 7N2.

ARTICLE 44 - TRAINING

- 44.01** **Effective training programs provide the Company with a more flexible workforce, increased productivity and enhanced customer service. Training programs provide employees with heightened job satisfaction and personal growth development. The shop steward will represent his/her members with respect to training related opportunities.**
- 44.02** **The Company will make every reasonable effort to provide the appropriate training required for employees to meet their job demands in a constantly changing work environment. Employees will participate in the training programs and make every reasonable effort to ensure a successful training outcome.**

- 44.03** (a) When an employee is requested to take training outside the employees normal work area within the province, reasonable time required for travel to and from the course shall be considered time worked and paid at the straight time rate.
- (b) When the employee is required to use a personal vehicle to commute to and from the training course, the applicable mileage rate shall be paid by the Company upon production of a travel claim completed by the employee.
- 44.04** Where the Company determines that the need exists, the Company agrees to allow employees (other than apprentices) a leave of absence to attend at a mutually agreeable time, formal trades upgrading applicable to the individuals classification in programs sponsored and administered by the appropriate government authority. For these approved upgrading training programs, the Company will supplement the employee to bring his/her total remuneration to his/her regular pay.
- 44.05** The Company agrees to keep employees trained on the job when new equipment is installed or changes to the system are implemented and their classifications are effected.
- 44.06** The Company agrees to pay 50% of the cost of courses approved by the Company and deemed beneficial to the employee's job or future position with the Company on the condition that passing grade is obtained. Prior approval, in writing, must be obtained from a Department Manager before the Company will assume any obligation made under this article. Courses leading to a recognized certificate or degrees may qualify the employee to a full rebate (of the other 50%) if the certificate or degree is obtained.
- 44.07** First Aid Instruction will be provided to employees and will be paid at regular hourly wages only. Failure to re-qualify may result in the employee being required to obtain a valid standard First Aid certificate on his/her own time. Every reasonable effort shall be made to schedule training during regular working hours.

ARTICLE 45 - EXTREME WEATHER CONDITIONS

- 45.01** 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 employee shall, if possible, notify his/her supervisor of his/her difficulty and providing he/she arrives within two (2) hours of his/her scheduled start time, he/she shall suffer no reduction from his/her regular pay. Should he/she arrive at work after this two hour period, he/she shall be paid for time actually worked.
- 45.02** Employees who decide to leave their place of work because of weather conditions will be paid in accordance with Article **13.05**. However, employees required by the Company to remain at their place of work during a storm, and who are unable to get home, will be reimbursed for overnight accommodation.

45.03 It is recognized that it is not always possible for employees to report for work due to extreme weather conditions. In such circumstances, the employee shall, upon reporting to a designated contact person of his/her inability to report for work, choose any one of the following options for the time missed:

- **Banked Overtime**
- **Float Holidays**
- **Vacation Credits**
- **Leave Without Pay**

45.04 Inclement Weather

When no emergency exists and in the opinion of the Supervisor, (Foreman or Superintendent), weather conditions are severe, linepersons will not be required to climb and will be assigned other duties.

ARTICLE 46 - PERIOD OF RENEWAL OF AGREEMENT

46.01 This Agreement shall become effective on the 1st day of January **2005** and shall remain in full force and effect for a period of forty-eight (48) months from that date until December 31, **2008** and shall not be capable of cancellation by the parties within that period and shall continue after the said period from year to year, but will terminate automatically when a new Collective Agreement is signed or when the right to strike or lockout arises, whichever comes first.

46.02 Retroactivity

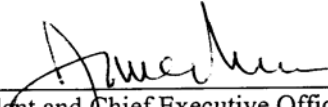
Any wage settlement shall be effective as of a date mutually agreed to by the parties and shall be paid in accordance with Schedule "B" of this Agreement. All other items of Agreement shall be effective on the day following the date of ratification unless otherwise stipulated.

ARTICLE 47 - AMENDMENTS TO AGREEMENT

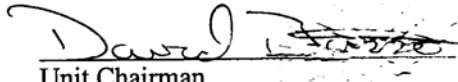
47.01 This Agreement may be amended and modified at any time, provided both parties are mutually agreeable and the amendments or modifications are reduced in writing and duly signed by both parties to the Agreement.

MARITIME ELECTRIC COMPANY,
LIMITED

Local No. 1432
INTERNATIONAL
BROTHERHOOD OF
ELECTRICAL WORKERS A.F.L.-
C.I.O.-C.L.C.




President and Chief Executive Officer




Unit Chairman



Vice President Customer Service



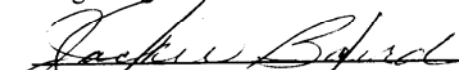
Business Manager

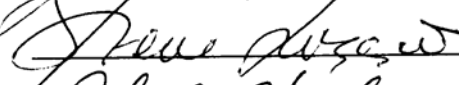


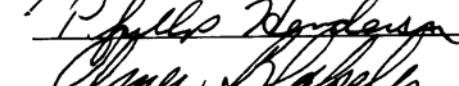
Witness
Vice President Finance, Administration & Chief Financial Officer

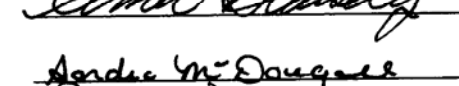
Bargaining Committee

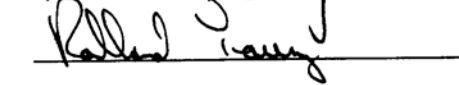
Bargaining Committee




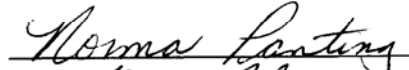








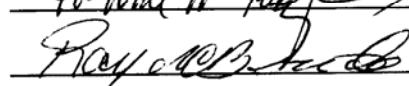


















SCHEDULE A

In addition to the detailed job descriptions hereunder, the following are general requirements which shall apply to all classifications covered in this Agreement:

1. An Employee must be able to satisfy the medical requirements of his/her assigned job.
2. He/she must maintain a valid First Aid Certificate and CPR Certificate if training is available.
3. He/she must be familiar with designated sections of the current Safety Manual dealing either directly or indirectly with his/her job.
4. He/she must be prepared to work at any hour during the day or night in the event of an emergency, unless excused for good and sufficient reason.
5. The Company may temporarily assign an employee to perform work in a different job classification within his/her ability.

ENERGY CONTROL CENTRE OPERATOR

DEPARTMENT: Energy Supply

REPORTING TO: Supervisor, Energy Control Centre

LAST REVISED: September 27, 2005

POSITION SUMMARY: The Energy Control Centre Operator (ECC Operator) is responsible for directing and coordinating work on Maritime Electric's electrical system in a safe and reliable manner, and for forecasting and scheduling energy supply to meet the Company's load requirements (including external sales) in the most economical manner possible. To accomplish this work, the ECC operator has functional authority over all district, area, plant and construction personnel who operate or maintain the system.

MINIMUM POSITION REQUIREMENTS:

Education & Training:

- Grade 12 academic diploma. Preference given to electrical technicians or technologists. Each new ECC Operator (whether part time or full time) will be required to complete a minimum 6 week training period.

Trade Qualification/Licence:

- None, however it may be required in the future.

Experience:

- Five years utility experience.

Skills & Knowledge:

- Knowledge of Maritime Electric's generation, transmission and distribution system.
- Knowledge of transmission system protection.
- Computer skills including spreadsheets, word processing, internet browser, general computer knowledge, aptitude for learning new applications .
- Ability to multitask.
- Ability to deal effectively with customers, line crews, contractors and neighboring utility System Operators.

PRIMARY DUTIES & RESPONSIBILITIES:

1. Issue work permits, hold-offs and station guarantees. This includes reviewing and approving all applications for such work permits, hold-offs and station guarantees and coordinating the necessary switching, locking and tagging of the necessary equipment to ensure a safe work environment with respect to the Standard Protection Code (SPC) and to coordinate the return to normal service after the surrender of such work permits, hold-offs and station guarantees.
2. Forecast the hourly load requirements for the Maritime Electric system (including external sales) on a day ahead basis.
3. Economically dispatch all of Maritime Electric's resources to meet its hourly load requirements (including external sales).
4. Review and update, if necessary, Maritime Electric's load requirements (including external sales) and re-dispatch the necessary resources to meet that updated load on an hourly basis.
5. Restore the system to normal after transmission or plant disturbances. This could include, but is not limited to:
 - Coordinate the efforts of district and plant personnel in locating and identifying the cause of the disturbance.
 - Calling out personnel.
 - Sectionalizing lines.
 - Transferring loads.
 - Dispatching generation.
 - Purchasing external energy.
 - Load shedding.
6. Maintain a daily log of all activities.
7. Coordinate, confirm and reconcile all transactions on a daily and hourly basis with the New Brunswick System Operator & Marketing.
8. Maintain the system voltages at the correct levels.

9. Keep the mimic board and SCADA up to date of system conditions at all times.

SECONDARY DUTIES & RESPONSIBILITIES:

1. Maintain good relations with customers who contact the ECC.
2. Take no power calls when assigned.
3. Dispatch and track the CSUP's when assigned.
4. Review and update, if necessary, ECC procedures.

SUPERVISION/GUIDANCE REQUIREMENTS:

At times, the ECC Operator will be expected to provide supervision and guidance to new ECC Operators during their training period.

COMMUNICATION REQUIREMENTS:

The ECC Operator must be able to maintain daily logs, prepare the daily ECC report and communicate effectively with the public, customers, line crews, plant personnel, contractors and other utilities.

OTHER REQUIREMENTS:

The ECC Operator works alone and on a shift schedule basis. While on shift, the ECC Operator also monitors security systems of facilities.

NO. 1 POWER PLANT OPERATOR

DEPARTMENT: Production

REPORTING TO: Chief Engineer

LAST REVISED: September 27, 2005

POSITION SUMMARY: The No. 1 Power Plant Operator takes complete charge of operating and maintaining Company's thermal power plants, effectively controlling and operating central control, steam turbines, boilers, pumps, heaters, auxiliary machinery, switchboards, remote control switching and associated equipment. The incumbent must be capable of operating all substations and switching stations controlled from the power plant. The incumbent must perform all duties of the position in a safe manner with due regard to others working in the Charlottetown Thermal Generating Station and to Company equipment.

MINIMUM POSITION REQUIREMENTS:

Education & Training:

- Grade 12, Power Engineer 1st or 2nd Class License.

Experience:

- Shall have a minimum of two years experience with the Company as a No. 2 Power Plant Operator.

Skills & Knowledge:

- Competency in skills related to his/her trade.
- Leadership ability.
- Proficiency in Microsoft software applications.

PRIMARY DUTIES & RESPONSIBILITIES:

1. Shall be directly responsible to the Chief Engineer or the Chief's designate. Shall instruct and direct No. 2 and 3 Power Plant Operators and others regularly engaged in the operation of the Charlottetown Thermal Generating Station.
2. Shall assist or replace the Assistant Chief Engineer as required.
3. Shall ensure the safety of the Generating Station while on duty.
4. Shall organize shift crews, lock and tag out equipment for maintenance as required.
5. Working unsupervised, ensure Station Generation requirements proceed to completion.
6. Shall ensure generating station machinery, equipment and associated plant are kept clean and in good order.
7. Shall work in conjunction with the Energy Control Centre System Operator to meet Standard Protection Code requirements for transmission and distribution (T&D) work.

SECONDARY DUTIES & RESPONSIBILITIES:

1. Work includes all duties and responsibilities of a No. 2 and No. 3 Power Plant Operator.

SUPERVISION/GUIDANCE REQUIREMENTS:

1. Instruct and direct No. 2 and No. 3 Power Plant Operators in their duties and any others engaged in the operation of the Charlottetown Thermal Generating Station during his/her hours of duty, in accordance with the foregoing primary duties and responsibilities.

COMMUNICATION REQUIREMENTS:

1. Good oral and written communication skills.

OTHER REQUIREMENTS:

Demonstrates effective leadership.

NO. 2 POWER PLANT OPERATOR

DEPARTMENT: Production

REPORTING TO: Chief Engineer

LAST REVISED: September 27, 2005

POSITION SUMMARY: The No. 2 Power Plant Operator effectively controls, operates and maintains the Company's power plants, steam turbines, boilers, pumps, heaters, auxiliary machinery, switchboards, remote control switching and associated equipment under the direction of the No. 1 Power Plant Operator. The incumbent must perform all duties of the position in a safe manner with due regard to others working in the Charlottetown Thermal Generating Station and to Company equipment.

MINIMUM POSITION REQUIREMENTS:

Education & Training:

- Grade 12, Power Engineer 2nd Class License

Experience:

- Shall have a minimum of two years experience with the Company as a No. 3 Power Plant Operator.

Skills & Knowledge:

- Must be competent in skills related to his/her trade.
- Leadership ability.

PRIMARY DUTIES & RESPONSIBILITIES:

1. Shall be directly responsible to the No. 1 Power Plant Operator. May instruct and direct No. 3 Power Plant Operators and others regularly engaged in the operation of the Charlottetown Thermal Generating Station.
2. Shall start up and shut down all boilers and turbines, operate and control all associated Generation Station auxiliaries.
3. Shall be responsible for the safety of the Generating Station while on duty.
4. Shall organize shift crews, lock and tag out equipment for maintenance as required.
5. Shall as directed, ensure Station Generation requirements proceed to completion.
6. Shall ensure generating station machinery, equipment and associated plant are kept clean and in good order and makes minor running repairs.

7. Shall work in conjunction with the No. 1 Power Plant Operator to meet Standard Protection Code requirements.

SECONDARY DUTIES & RESPONSIBILITIES:

- 1.1. Work includes all duties and responsibilities of a No. 3 Power Plant Operator.

SUPERVISION/GUIDANCE REQUIREMENTS:

- 1.1. Instruct and direct crews as required.

COMMUNICATION REQUIREMENTS:

1. Good oral and written communication skills.

OTHER REQUIREMENTS:

Demonstrates effective leadership.

NO 3 POWER PLANT OPERATOR

DEPARTMENT: Production

REPORTING TO: Chief Engineer

LAST REVISED: September 27, 2005

POSITION SUMMARY: The No. 3 Power Plant Operator effectively controls, operates and maintains Company's thermal power plants, steam turbines, boilers, pumps, heaters, auxiliary machinery, switchboards, remote control switching and associated equipment under the direction of the No. 1 Power Plant Operator. The incumbent must perform all duties of the position in a safe manner with due regard to others working in the Charlottetown Thermal Generating Station and to Company equipment.

MINIMUM POSITION REQUIREMENTS:

Education & Training:

- Grade 12, Power Engineer 3rd Class License

Skills & Knowledge:

- Must be competent in skills related to his/her trade.

PRIMARY DUTIES & RESPONSIBILITIES:

1. Shall be directly responsible to the No. 1 Power Plant Operator.
2. Shall start up and shut down all boilers and turbines, operate and control all associated Generation Station auxiliaries.
3. Ensuring the safety of the Generating Station while on duty.
4. Shall organize, lock and tag out equipment for maintenance as required.

5. Shall as directed, ensure Station Generation requirements proceed to completion.
6. Shall ensure generating station machinery, equipment and associated plant are kept clean and in good order and make minor running repairs.

SECONDARY DUTIES & RESPONSIBILITIES:

- 1.1. At times shall perform general duties relating to operations and maintenance.

SUPERVISION/GUIDANCE REQUIREMENTS:

- N/A

COMMUNICATION REQUIREMENTS:

1. Good oral and written communication skills.

OTHER REQUIREMENTS:

- N/A

COMBUSTION TURBINE OPERATOR / MAINTENANCE PERSON

DEPARTMENT: Production

REPORTING TO: Chief Engineer

LAST REVISED: October 12, 2005

POSITION SUMMARY: Reporting to the Chief Engineer, the Combustion Turbine Operator/Maintenance Person has primary responsibility for the safe and efficient control, operation and maintenance of all combustion turbines, auxiliaries and associated equipment. Takes direction from the ECC Operator and the foreman in charge of special maintenance projects at the site.

MINIMUM POSITION REQUIREMENTS:

Education & Training:

- Applicable Indentured Trades Qualification or Power Engineer 2nd Class Licence or Certificate in Aircraft Gas Turbine Engine Repair and Overhaul.

Trade Qualification/Licence:

- See above.

Experience:

- Minimum of three years experience in a related field.

Skills & Knowledge:

- Must have a mechanical aptitude; competency in all skills related to Trade Qualification, Licence or Certificate held.

PRIMARY DUTIES & RESPONSIBILITIES:

1. Start up, shut down, and maintain all combustion turbines and associated Generation Station auxiliaries.
2. Take all necessary steps and precautions to ensure safety of Generation Station and all those in and around it while on duty.
3. Organize, lock and tag out equipment for maintenance purposes as required.
4. Ensure Generation Station machinery, equipment and associated plants are kept clean and in good order and make minor running repairs.
5. Ensure Generation Station requirements proceed to completion.
6. Perform maintenance and other activities at the Company's Generation stations and substations as required.

SECONDARY DUTIES & RESPONSIBILITIES:

1. Conduct daily rounds, do cleaning and painting, complete reports and other clerical duties.
2. Work at cable oil pumping stations and other switch or substations as directed from time to time.
3. General duties may be of operational or maintenance type in diesel and steam plants.

SUPERVISION/GUIDANCE REQUIREMENTS:

1. Provide site supervision when other Company personnel, contractors, consultants or general public are working on site.
2. Direct work crews as required.

COMMUNICATION REQUIREMENTS:

Good oral and written communication skills.

OTHER REQUIREMENTS:

- N/A

NOTE: This position is based at the Company's Borden Generation Station.

INDUSTRIAL ELECTRICIAN

POSITION TITLE: Industrial Electrician

DEPARTMENT: Production

REPORTING TO: Superintendent, Production Maintenance

LAST REVISED: September 27, 2005

POSITION SUMMARY: Reporting to the Superintendent, Production Maintenance, and taking direction from the Leadhand Electrician, the Industrial Electrician is a fully qualified tradesperson with responsibility for the electrical maintenance of all power plant equipment and machinery.

MINIMUM POSITION REQUIREMENTS:

Education & Training:

- Grade 12; an interprovincial Electrical Journey License or current Industrial Electrician Licence.

Skills & Knowledge:

- Shall have a good working knowledge of utility electrical equipment.
- Shall be able to read, interpret and work from wiring diagrams.
- Shall have a good working knowledge of all standard tools and test equipment.
- When qualified in the opinion of the supervisor, shall be capable of working on live circuits up to 5000 volts and on higher voltage equipment when de-energized.
- Shall keep abreast of new developments and techniques in the electrical field as they pertain to the work.
- Aptitude for troubleshooting and solving electrical and instrumentation problems.

PRIMARY DUTIES & RESPONSIBILITIES:

1. Maintain power plant electrical machinery and equipment in good repair.
2. Install new equipment; rearrange equipment; maintenance, trouble shoot and repair of power and control circuits, electrical instruments and meters, rotating machinery, substation equipment, protective relays, lighting and electronic equipment.
3. Perform scheduled tests on electrical equipment.
4. Maintain the Electrical and Instrumentation shop and work areas neat and tidy.
5. Work with minimum supervision.

SECONDARY DUTIES & RESPONSIBILITIES:

1. Prepare written reports and simple sketches as required.

SUPERVISION/GUIDANCE REQUIREMENTS:

1. Shall have charge of electrical/instrumentation crews when required.

COMMUNICATION REQUIREMENTS:

1. Good oral and written communication skills.

OTHER REQUIREMENTS:

1. Must be of good character and mentally alert, capable and in good physical condition.

SYSTEM ELECTRICIAN

QUALIFICATIONS:

Shall hold an up-to-date Electrical Journey Licence for the province of Prince Edward Island or a Trade Qualification Certificate. Shall have a good working knowledge of utility electrical equipment. Shall be able to read, interpret and work from wiring diagrams and shall have a good working knowledge of all standard tools and test equipment.

DUTIES:

1. Shall regularly perform the duties of installing, maintaining, testing and repairing all electrical apparatus and equipment associated with Company facilities; including power and control circuits, electrical instruments, meters, rotating machinery, substation equipment, lighting equipment, padmount distribution transformers, power transformers, line control devices and related equipment.
2. Shall keep shop and working areas neat and tidy.
3. When qualified shall be capable of working on live circuits up to 5000 volts and on higher voltage equipment when de-energized.
4. Shall, when required, work without direct supervision and supervise subordinates.
5. Shall be capable of and when required, make written reports, prepare simple sketches and update electrical drawings.

LEAD HAND ELECTRICAL AND INSTRUMENTATION

DEPARTMENT: Production

REPORTING TO: Superintendent, Production Maintenance

LAST REVISED: September 27, 2005

POSITION SUMMARY: Reporting to the Superintendent, Production Maintenance, the Lead Hand Electrical & Instrumentation works in conjunction with the

Maintenance Planner to plan, organize and oversee the completion of all electrical and instrumentation related activities in the Company's Power Plants.

MINIMUM POSITION REQUIREMENTS:

Education & Training:

- Grade 12; an interprovincial Electrical Journey License or current Industrial Electrician Licence and/or Industrial Instrument Mechanic Licence.

Skills & Knowledge:

- Shall have a good working knowledge of utility electrical equipment.
- Shall be able to read, interpret and work from wiring diagrams.
- Shall have a good working knowledge of all standard tools and test equipment.
- Shall keep abreast of new developments and techniques in the electrical field as they pertain to the work.
- Aptitude for troubleshooting and solving electrical and instrumentation problems.

PRIMARY DUTIES & RESPONSIBILITIES:

1. Ensure power plant's electrical machinery and equipment is maintained in good repair.
2. Install new equipment, rearranging equipment; maintenance, trouble shooting and repair of power and control circuits, electrical instruments and meters, rotating machinery, substation equipment protective relays, lighting and electronic equipment.
3. Shall have charge of electrical/instrumentation crews.
4. Organize crews, materials, and plan schedules for system electricians.
5. Oversee all jobs through to completion.
6. Supervise System Electricians as required.

SECONDARY DUTIES & RESPONSIBILITIES:

1. Shall carry out the duties of System Electrician and Industrial Electrician as required.

SUPERVISION/GUIDANCE REQUIREMENTS:

1. Instruct and direct electrical/instrumentation crews.

COMMUNICATION REQUIREMENTS:

1. Good oral and written communication skills.

OTHER REQUIREMENTS:

1. Must be of good character and mentally alert, capable and in good physical condition.

LEAD HAND ELECTRICIAN

QUALIFICATIONS:

Shall hold an up-to-date Electrical Journey Licence for the Province of Prince Edward Island or a Trade Qualification Certificate. Shall have a good working knowledge of utility electrical equipment. Shall be able to read, interpret and work from wiring diagrams and shall have a good working knowledge of all standard tools and test equipment.

DUTIES:

1. Shall have charge of electricians crews and assist or replace the Chief Electrician as required.
2. May be required to organize crews, materials, and plan schedules for system electricians.
3. Shall work unsupervised and see jobs through to completion.
4. Shall, when required, supervise system electricians.
5. Shall, when required, carry out the duties of System Electrician.

NOTE: Lead Hand Electrician is a complement position.

POWER PLANT LEAD HAND

DEPARTMENT: Production

REPORTING TO: Superintendent, Production Maintenance

LAST REVISED: September 27, 2005

POSITION SUMMARY: Reporting to the Superintendent, Production Maintenance, the Power Plant Lead Hand works in conjunction with the Maintenance Planner to plan, organize and oversee the completion of maintenance related activities in the Company's Power Plants.

MINIMUM POSITION REQUIREMENTS:

Education & Training:

- Grade 12, holds two indentured Trades Qualification (machinist, millwright, welder or other trade designated by the Company), or one indentured Trades Qualification and an interprovincial second class Power Engineer Licence.

Experience:

- Shall have a minimum of five years experience as Power Plant Maintenance Person No. 1.

Skills & Knowledge:

- Extensive, detailed knowledge of all plant equipment and machinery.
- ☐▪ Must be competent in skills required for his/her trade(s).
- ☐▪ Leadership ability.
- Aptitude for troubleshooting and solving maintenance problems.
- Aptitude for reading equipment manuals and drawings.

PRIMARY DUTIES & RESPONSIBILITIES:

1. Instruct and direct maintenance crews.
2. Assists or replaces the Maintenance Planner as required.
3. Organizes crews, plans schedules, procures and provides materials and tools at work sites.
4. Ensures all maintenance jobs are completed.

SECONDARY DUTIES & RESPONSIBILITIES:

- 1.1. Work includes all duties and responsibilities of a Power Plant Maintenance Person No. 1.

SUPERVISION/GUIDANCE REQUIREMENTS:

- 1.1. Instruct and direct maintenance crews.

COMMUNICATION REQUIREMENTS:

1. Good oral and written communication skills.

OTHER REQUIREMENTS:

1. Shall sign a confidentiality document with respect to employee and business confidential information.

POWER PLANT MAINTENANCE PERSON NO. 1

DEPARTMENT: Production

REPORTING TO: Superintendent, Production Maintenance

LAST REVISED: September 27, 2005

POSITION SUMMARY: Reporting to the Superintendent, Production Maintenance, the Maintenance Person No. 1 is a fully skilled and experienced tradesperson with responsibility for maintenance of all power plant equipment and machinery.

MINIMUM POSITION REQUIREMENTS:

Education & Training:

- Grade 12 and Trades Qualification Certificate (machinist, welder, millwright or trade designated by the Company).

Experience:

- Shall have extensive experience in the maintenance of Power Plant equipment and machinery.

Skills & Knowledge:

- Must be competent in skills required for his/her trade.
- Leadership ability.
- Aptitude for troubleshooting and solving maintenance problems.
- Aptitude for reading and understanding equipment manuals and drawings.

PRIMARY DUTIES & RESPONSIBILITIES:

1. Installs new equipment, rearranges machinery and other similar work.
2. Diagnosis and repair of steam boilers, turbines, auxiliary equipment and structures.
3. Works with a minimum of supervision.
4. Other similar duties.

SECONDARY DUTIES & RESPONSIBILITIES:

1. Is not required to perform the work of a “Labourer” only in the event of an emergency.

SUPERVISION/GUIDANCE REQUIREMENTS:

- 1.1. Takes charge of a maintenance job and instructs and directs a crew at the direction of the Lead Hand.

COMMUNICATION REQUIREMENTS:

- 1.1. Good oral and written communication skills.

OTHER REQUIREMENTS:

1. Shall maintain clean work sites.
2. Shall work safely and efficiently.

POWER PLANT MAINTENANCE PERSON NO. 2

DEPARTMENT: Production

REPORTING TO: Superintendent, Production Maintenance

LAST REVISED: September 27, 2005

POSITION SUMMARY: Reporting to the Superintendent, Production Maintenance, the Maintenance Person No. 2 is a skilled or semi-skilled tradesperson with responsibility for maintenance of all power plant equipment and machinery.

MINIMUM POSITION REQUIREMENTS:

Education & Training:

- Grade 12; either Trades Qualification Certificate (machinist, millwright or trade designated by the Company) or completed advanced trade course (First and Second block of trade course as outlined by Department of Labour) (machinist, millwright, welder or trade designated by the Company).

Experience:

- No prior work experience required.

Skills & Knowledge:

- Must be competent in skills required for his/her trade.
- Leadership ability.
- Aptitude for troubleshooting and solving maintenance problems.
- Aptitude for reading and understanding equipment manuals and drawings.

PRIMARY DUTIES & RESPONSIBILITIES:

1. Installs new equipment; rearranges machinery and other similar work.
2. Diagnosis and repair of steam boilers, turbines, auxiliary equipment and structures.
3. Works with a minimum supervision, simple tasks are performed without supervision.
4. Other similar duties.

SECONDARY DUTIES & RESPONSIBILITIES:

1. Is not required to perform the work of a “Labourer” but if Labouring work becomes excessive it may become necessary to do this work.

SUPERVISION/GUIDANCE REQUIREMENTS:

- 1.1. Takes charge of a maintenance job and instructs and directs a crew at the direction of the Lead Hand.

COMMUNICATION REQUIREMENTS:

1. Good oral and written communication skills.

OTHER REQUIREMENTS:

1. Shall maintain clean work sites.
2. Shall work safely and efficiently.

CLERK/CHEMIST

DEPARTMENT: Production

REPORTING TO: Chief Engineer

LAST REVISED: September 27, 2005

POSITION SUMMARY: Shall have a general working knowledge of the operation of a thermal generating station and waste water treatment plant. This position also includes clerical and office duties, as well as, shipping and receiving of supplies. Shall also be efficient in the use of The Computerized Maintenance Management System (CMMS).

MINIMUM POSITION REQUIREMENTS:

Education & Training:

- Grade 12, Waste Water Treatment Certificate or Boiler Water Treatment Course.

Experience:

- Shall have a minimum of two years experience.

Skills & Knowledge:

- Shall possess a thorough working knowledge of generating station processes and appropriate water treatment practices.
- Shall have demonstrated leadership and interpersonal communication skills.
- Shall have demonstrated a sound working knowledge of and aptitude for computer software including Microsoft Word and Excel.

PRIMARY DUTIES & RESPONSIBILITIES:

1. Maintain all boiler water and waste water treatment concentrations within the representative consultant's guidelines.
2. Ensure the safety of the Generating Station while on duty.
3. Shall carry out the clerical and record keeping duties. This includes the Computerized Maintenance Management System (CMMS).
4. As directed, ensure Station Generation requirements proceed to completion.
5. Assist in plant lay up and other general duties associated with the Charlottetown Thermal Generating Station.

SECONDARY DUTIES & RESPONSIBILITIES:

- 1.1. Shall perform general duties relating to operations and maintenance.
2. Shall report to the Production Maintenance Superintendent when the Chief Engineer is not available.

SUPERVISION/GUIDANCE REQUIREMENTS:

1. Shall assist in process training when required.

COMMUNICATION REQUIREMENTS:

1. Good oral and written communication skills.

OTHER REQUIREMENTS:

- 1.1. Shall sign a confidentiality document with respect to employee and business confidential information.
2. Shall check and maintain sufficient stock of chemicals for testing and treating.
3. Shall keep the offices neat and tidy and the testing equipment in good condition.

POWER PLANT HELPER

DEPARTMENT: Production

REPORTING TO: Superintendent, Production Maintenance

LAST REVISED: September 27, 2005

POSITION SUMMARY: Reporting to the Superintendent, Production Maintenance, the Power Plant Helper performs general duties in the maintenance, operation and cleaning of the Company's Power Plants.

MINIMUM POSITION REQUIREMENTS:

Education & Training:

- Grade 12, completed basic trade course (first block as outlined by Department of Labour) (machinist, millwright, welder or trade designated by the Company), or Interprovincial Third class Power Engineer Licence. Must hold a valid Class 5 P.E.I. Driver's Licence.

Skills & Knowledge:

- ☐▪ Must be competent in skills required for his/her trade.

PRIMARY DUTIES & RESPONSIBILITIES:

Performs semi-skilled general duties relating to maintenance and operations such as:

1. Assisting on the turbine floor or the boiler floor.
2. Cleaning screens, making minor repairs.
3. Other related duties.

SECONDARY DUTIES & RESPONSIBILITIES:

1. General housekeeping and cleaning duties in the Company's Power Plants.

SUPERVISION/GUIDANCE REQUIREMENTS:

- N/A

COMMUNICATION REQUIREMENTS:

- N/A

OTHER REQUIREMENTS:

1. Shall be of good character, alert, capable and in good physical condition.

POWER PLANT LABOURER

DEPARTMENT: Production

REPORTING TO: Superintendent, Production Maintenance

LAST REVISED: September 27, 2005

POSITION SUMMARY: Reporting to the Superintendent, Production Maintenance, the Power Plant Labourer performs unskilled general duties in the maintenance, operation and cleaning of the Company's Power Plants.

MINIMUM POSITION REQUIREMENTS:

Education & Training:

- Grade 12. Must hold a valid Class 5 P.E.I. Driver's Licence.

PRIMARY DUTIES & RESPONSIBILITIES:

1. Performs general work of a labour nature in maintenance, operations, and cleaning in the Company's Power Plants.

SECONDARY DUTIES & RESPONSIBILITIES:

1. General housekeeping and cleaning duties in the Company's Power Plants.

SUPERVISION/GUIDANCE REQUIREMENTS:

- N/A

COMMUNICATION REQUIREMENTS:

- N/A

OTHER REQUIREMENTS:

1. Shall be of good character, alert, capable and in good physical condition.

LINE CREW WORKING FOREMAN

Shall have charge of a single line crew erecting and maintaining telecommunications lines and equipment and electrical power lines of any and all types and voltages. Shall be a Journey Lineperson of at least three years good standing, with a good working technical knowledge of line construction and associated electrical work. Shall be capable of working from simple drawings and specifications, make written reports and have executive ability. Must pass suitable oral, practical and written tests for qualification.

AREA REPRESENTATIVE

Shall be a qualified Journey Rural Serviceperson or Journey Lineperson assigned by the Company to reside in and work from locations as the Company may designate. Shall carry out the duties of a Journey Rural Serviceperson or **Journey Lineperson** and assist the **Supervisor** in providing adequate electric utility service in his/her area. In addition to Journey Rural Serviceperson or **Journey Lineperson** duties, shall work with, **organize, plan**, supervise and direct the work of **Engineering & Transmission / Distribution Utility Persons (as assigned), Linepersons** and Rural Servicepersons of lower classification, **including the Line Crew Working Foreman and Leading Rural Serviceperson**, assigned to him/her. Shall be capable of carrying out the duties of the **Supervisor** when assigned.

LEADING RURAL SERVICEPERSON RURAL POWERLINE FOREPERSON

Shall be a qualified Rural Powerline Technician or Powerline Technician assigned by the Company to reside in the immediate area of and work from the Montague or Summerside offices of the Company. In addition to Journey Rural Serviceperson duties, shall have charge of a line truck and shall work with, supervise and direct the work of Rural Servicepersons of a lower classification that may be assigned to him/her. Shall be capable of carrying out the duties of the District Representative when assigned.

LEADING TROUBLEPERSON

Shall be qualified Journey Lineperson assigned by the Company to be in charge of the "Trouble Truck". In addition to a Journey Lineperson's duties, shall work with, effectively supervise and direct the work of linepersons of lower classification that may be assigned to the Trouble Truck.

TROUBLEPERSON

Shall be a qualified Journey Lineperson assigned by the Company to the Trouble Truck; duties shall be those of a Journey Lineperson.

JOURNEY LINEPERSON POWERLINE TECHNICIAN

Shall erect and maintain telecommunication and power lines (poles, conductors, transformers, and the usual line or telecommunication equipment) in an efficient manner. Shall be able to work on live wires of high voltage and supervise men/women of lower rating. Shall be able to work without direct supervision if necessary. Shall be able to make written reports, to work from simple drawings and specifications and have sufficient technical knowledge to understand simple electrical work, transformer

connections, single phase meter connections and the electrical circuits on which he/she may work. Must be of good character, in good physical condition and mentally alert. Under normal conditions shall have served at least four years as Apprentice Lineperson. Must pass suitable oral, practical and written tests for qualification. A reduction in the above four year period will be considered providing suitable training courses become available to employees through acceptable training programs.

JOURNEY RURAL SERVICEPERSON RURAL POWERLINE TECHNICIAN

Shall read customers' meters, collect accounts, install, remove, connect and disconnect meters, construct services, fuse lines and transformers, patrol lines, carry out line construction and line repairs including telecommunications equipment, report trouble and generally see that his/her section of the rural system is maintained in good order. Shall be able to work without direct supervision if necessary make written reports and work from simple drawings. Shall have a good working knowledge of and be capable of installing and maintaining electrical and telecommunication circuits and equipment, transformer installations and metering installations on which he/she works. Must be of good character, sound physical condition to perform his/her duties, courteous and alert. Under normal conditions, shall have served at least four years as a qualified Rural Apprentice must pass suitable oral, practical and written tests for qualifications. A reduction in the above four year period will be considered providing suitable training courses become available to employees through acceptable training programs.

CUSTOMER SERVICE UTILITY PERSON

Shall read customers' meters, collect accounts, install, remove, connect and disconnect meters, construct secondary services to a maximum of 1/0 conductor size, fuse lines and transformers, patrol lines and effect line repairs. Carry out line construction on de-energized lines, report trouble and generally see that the electrical and telecommunication system is maintained in good working order. Shall be able to work alone without direct supervision, make written reports and work from simple drawings. Shall have a good working knowledge of and be capable of installing and maintaining electrical and telecommunication circuits and equipment, transformer installations below de-energized primary lines and metering installations on which he/she works. Shall be capable of carrying out all the duties of a Powerline Technician or Rural Powerline Technician when accompanied by another Lineperson or indentured apprentice. Shall maintain a good working knowledge of, and adhere to all related safety and operating regulations. Where work requirements or weather conditions pose a safety hazard, additional assistance shall be requested. Requests for such help will be reviewed by the supervisor on an as required basis.

The following is a list of duties, not necessary all duties, that can safely be performed by the Customer Service Utility Person:

1. Street light installation and repair.
2. Temporary to permanent service connections.
3. Change of service.
4. Service reconnections and disconnections.

5. No power calls.
6. Customer complaints (i.e. voltage problems, part power, high bills, tighten guy wires, install guy shields, change connections)
7. Switching transmission and distribution.
8. Install and remove DRV's and DRA's and other voltage and amperage recording devices.
9. Gather and record monthly technical report data.
10. Inspect and patrol power lines.
11. Maintenance and repair of secondary services; up to 300 volts if energized.
12. Disconnect, reconnect, transfer and read meters.

QUALIFICATIONS:

Must be of good character, in good physical condition and mentally alert. Under normal conditions shall have served at least four years as Apprentice Lineperson. Must pass suitable oral, practical and written tests for qualification. A reduction in the above four year period will be considered providing suitable training courses become available to employees through acceptable training programs.

DIGGER OPERATOR

Shall be a competent, mentally alert person to operate power driven posthole diggers of various types. Shall be able to drive any make of truck and to carry out running repairs on truck and digger equipment. Shall assist on general line work when required except for the climbing of poles.

GROUNDPERSON

Shall be a competent, physically sound and mentally alert person who shall assist on the ground in the construction and maintenance of electric power lines. He/she shall have a satisfactory knowledge of line materials and tools and be safety-conscious both for himself/herself and the employee(s) on the pole.

LINE STOREKEEPER

Under the direction of the Manager, Transmission and Distribution the Line Storekeeper is responsible for receiving and distributing line construction materials. The Line Storekeeper is in charge of the Line Department Storeroom(s) and secure storage of line construction materials in the Charlottetown Area.

DUTIES AND RESPONSIBILITIES:

1. Shall be in charge of the Line Department Storeroom(s) located in the Charlottetown Area. Also will be assisting in Material Management and Inventory Control in all other Company storage areas as outlined in Company procedures.
2. Shall be responsible for the day to day activities of the storeroom operation. These activities include: receiving, shipping, issuing, proper storage and handling, planning requirements, requisitioning, insuring prompt paperwork processing, maintaining security over materials, expediting materials through purchasing, returning goods, identifying irregularities, assigning bin locations, pinpointing slow moving materials, maintaining adequate records and ensuring that orderly housekeeping is maintained.

3. Shall have a knowledge of the electrical distribution material, tools, and safety equipment used in the industry and also tools and equipment used by Company personnel.
4. Shall supervise the general duties to be carried out in substations and other Company properties as they relate to material management.
5. Shall supervise the day to day activities of the Assistant Storekeeper.
6. Shall perform other related duties as required.

QUALIFICATIONS:

1. Graduation from a Grade 12 program.
2. Class 3(C) driver's license.
3. Valid standard first aid certificate.
4. Must be able to operate safely a variety of vehicles and various types of lifting devices and cranes.
5. Must be mechanically proficient and able to use and repair a variety of equipment and tools.
6. Must have good clerical ability, have a thorough knowledge of stock control, be able to use the computer as it applies to inventory management.

ASSISTANT STOREKEEPER

Fills inventory requests and maintains services by:

- Receiving, inventorying and disbursing materials and supplies.
- Filling orders from inventory, delivering materials and supplies.

DUTIES:

1. Assists the Line Storekeeper in the proper operation of the stores department in Charlottetown and replaces him/her during absences.
2. Receives merchandise by unloading/unpacking; checking merchandise for damage; comparing count/measure of items to purchase order and packing list, verifying freight bill.
3. Fills orders by identifying items requested; removing items from stock; packing and labeling items; noting back orders; verifying completeness.
4. Prepares materials for delivery by packing and labeling merchandise; delivering/picking up or arranging for delivery/pick up to carrier or arranging pickup and maintaining records.

5. Maintains both stock and non-stock inventory by identifying, labeling, and placing materials and supplies in stock; recording location of inventory; conducting physical counts and reconciling with inventory system; notifying purchasing department when reorder points are reached; retrieving unused or excess supplies and equipment and reentering them to inventory.
6. Locates materials and supplies by pulling and verifying materials and supplies listed on production orders.
7. Maintains warehouse vehicles and equipment by cleaning; following manufacturer's standards of use; performing and scheduling preventive maintenance; reporting damage or mechanical problems to supervisor.
8. Documents inventory by recording additions, disbursements, adjustments, losses, and removals of items.
9. Performs janitorial and maintenance duties at the line and transformer departments on a daily basis.
10. Performs general labourer duties as directed.
11. Contributes to the department by performing other related duties as required.

QUALIFICATIONS:

- Graduation from an Academic Grade 12 Program.
- Must be of good character, sound physical condition, courteous, and alert with good writing, oral, and clerical abilities.
- Must have a minimum of Class 3A drivers license and shall be able to safely drive a variety of vehicles and be able to safely operate various types of lifting devices and cranes.
- Must be mechanically proficient and able to use and repair a variety of equipment and tools.
- Must develop a working knowledge of the requisition and purchasing systems and possess the ability to accurately input data.

Qualifications for the highest level of the pay range requires satisfactory performance of the above listed job duties on an independent and consistent basis for at least six months.

GENERAL LABOURER

Shall be a capable, physically sound and mentally alert person who variously assists in the construction of the Company's facilities and does other unskilled work of a labouring nature. May be transferred from one job to another or from one Department or Section to another at will to facilitate operation, construction or maintenance.

LEADING METERPERSON

Shall be qualified as a Meter Reader, No. 1, No. 2 and No. 3 Meterperson, and will perform these duties when called upon to do so.

Shall be able to effectively supervise the Meter Section in the absence of the Meter Section Supervisor.

Shall be able to properly install special metering devices and equipment as used in company substations and switchboards.

Shall be able to determine and specify instrument transformer ratios, meter type, determine meter multipliers and install the meter and associated devices for any type of load or service on the company system.

Shall know and follow the Company accounting procedures regarding all Meter Section activities.

The Leading Meterperson may be tested by written or oral examination to determine his/her proficiency and progress.

JOURNEY METERPERSON

Under the direction of the Meter Section Supervisor or his/her designated replacement, the Journey Meterperson is responsible for the installation and maintenance of metering on the Maritime Electric Company, Limited System.

QUALIFICATIONS:

Graduation from an academic Grade XII program, must be of good character, in good physical condition and mentally alert. Shall have completed a meter training program approved by this Company. Shall be familiar with and understand the characteristics of all service voltages and characteristics used and installed by the company and shall be fully capable of properly installing any type of meter and associated instrument transformers and special metering devices and equipment as used on the company system. Shall know and follow the regulations of the Dept. of Consumer and Corporate Affairs regarding meter testing procedures and accuracies, meter installations and coding. Shall be familiar with the National Electrical Code, Part 1, rules pertaining to service entrance requirements and metering equipment. Shall be familiar with the latest approved Company General Regulations, as they pertain to metering, customer complaints, etc.

DUTIES:

1. Shall be able to accurately test all types of instrument transformer metering installations, plot phasor diagrams, calculate KW, KVA, KVAR and P.F. and determine the accuracy of the installation.
2. Shall clean, test, accurately calibrate and repair any type of watt-hour, demand or combination meter used on the company system.
3. Shall test and identify transformer polarities and understand their significance and use.
4. Shall designate meter and metering locations acceptable to the company.
5. Shall install and maintain all types of metering equipment as required.

6. Shall investigate, correct or report on any meter fault, dispute, abuse or complaint as directed by the Meter Section Supervisor.
7. Shall carry out the duties of meter reader when called upon to do so.
8. Shall perform other duties as required.

NO. 1 METERPERSON

Shall be qualified as a Meter Reader, No. 2 and No. 3 Meterperson, and will carry out these duties when called upon to do so.

Shall be able to clean, test, accurately calibrate and repair any type of meter used on the Company system.

Shall be able to designate when required, meter and meter equipment locations acceptable to the Company.

Shall be able to test and identify instrument transformer polarities and understand their significance and use.

Shall know and follow the regulations of the Department of Consumer and Corporate Affairs regarding meter testing and calibration.

Shall be able to maintain all company records, and files pertaining to meters and shall be capable of carrying out the duties of Leading Meterperson, when assigned, in his/her absence.

Shall be able to perform the duties of applications clerk and may be assigned to these duties as required due to sickness, necessary relief and other like reasons.

A No. 1 Meterperson may be tested by written or oral examination to determine his/her proficiency and progress.

NO. 2 METERPERSON

Shall be qualified as a Meter Reader and No. 3 Meterperson, and will carry out these duties when called upon to do so.

Shall be fully capable of properly installing any type of meter and associated instrument transformers and devices.

Shall know and follow the regulations of the Department of Consumer and Corporate Affairs regarding meter installations and coding.

A No. 2 Meterperson may be tested by written or oral examination to determine his/her proficiency and progress.

NO. 3 METERPERSON

Shall be qualified as a Meter Reader and will carry out these duties when called upon to do so.

Shall be familiar with all service voltages and characteristics used and installed by the Company and shall be fully capable of properly installing any type of single phase self-contained meters.

Shall be able to properly clean, test and accurately calibrate any type of watt-hour and/or demand meter which is commonly used on the Company System.

Shall know and follow the regulations of the Department of Consumer and Corporate Affairs regarding meter testing accuracies.

Shall have a good knowledge of the location of Post Offices, villages and towns on Prince Edward Island.

Shall be familiar with the National Electric Code, Part 1, rules pertaining to service entrance requirements and metering equipment.

Shall investigate, correct or report on any meter fault, dispute, abuse or complaint as directed by the Meter Section Supervisor.

Shall be familiar with the latest approved Company General Regulations, as they pertain to metering, customer complaints, etc.

A No. 3 Meterperson may be tested by written or oral examination to determine his/her proficiency and progress.

METER READER

Shall be in good physical condition and fully capable of carrying out the duties of a City and Rural Meter Reader. Must be of good character courteous and trustworthy. Shall be accurate in reading and recording meter readings in good handwriting. Shall read, record, compute consumption, reset demand hands and properly seal any type of demand or energy meter used on the Company system. Shall be familiar with city and rural meter reading sections, time schedules and routes. Shall know the Company's approved schedule of power rates and be able to compute any domestic or general service power bill. Shall know how meter multipliers are determined and used, and understand the meaning of the terms demand and energy. Shall be able to install, remove, bridge, or disconnect both "A" and "S" type meters. Shall be able to determine connected load and know Company regulations regarding the installation of demand meters. Shall be able to record meter readings on written, punched, or mark sense type meter cards and shall be responsible for all funds collected and their deposit. Shall know the Company's General Regulations regarding the rendering of electrical service to a customer and report all infringements to the proper Company official. Shall disconnect or reconnect any customer as directed by the Commercial Office Manager. Meter Readers, while traveling to or from and on their assigned routes, shall report any electrical hazard, damage of Company property, or unusual conditions of Company property to their supervisor. A Meter Reader may be tested by written or oral examination to determine his/her proficiency and/or progress.

DRAFTSPERSON

Under the direction of the Engineering Supervisor, the draftsman is responsible for preparing proper scale drawings, filing, and other duties as assigned.

QUALIFICATIONS:

Graduation from a recognized Drafting Program. Ability to cope with varied assignments, working conditions and supervisors.

DUTIES:

1. Performs all drafting work in accordance with the latest techniques available including the use of CADD systems.
2. Responsible for the proper use and care of drafting instruments and must ensure that adequate supplies are on hand.
3. Assists in the on site collection of data including any surveying work necessary.
4. Maintains file systems in the engineering and survey sections in a neat and orderly manner including computer files.
5. Performs other duties as assigned.

INSTRUMENT PERSON I - SURVEY

Shall be proficient in the use, care and adjustment of all surveying instruments and able to perform all forms of linear, compass, stadia, engineering and leveling surveys. Shall be able to make surveys of property, prepare accurate plans of property, compute land area and determine horizontal and vertical distances by triangulation. Shall accurately perform field surveys for proposed engineering, transmission and distribution facilities and shall confirm that all permission necessary for construction have been obtained. Shall keep accurate and neat field notes from which he/she can prepare maps, sketches and drawings as required for office or construction purposes.

Shall have a good working knowledge of Company policies and practices for line construction and of national code standards relative to power line construction.

Shall efficiently plan his/her work, and effectively direct his/her assistants.

May be tested by written or oral examination to determine his/her proficiency or progress.

ENGINEERING & TRANSMISSION/DISTRIBUTION UTILITY PERSON

Provides service by:

- Completing general duties related to engineering and transmission/distribution.

DUTIES:

1. Prepares routine technical reports (for example: equipment reports, reliability reports, and surveys) and uses Company information systems (such as MORE, SOMS and Worldview).

2. Performs tasks associated with the engineering and construction sections. This includes such tasks as: line replacement analysis, fuse co-ordination using tables, routine voltage checks at an electrical outlet and pole loading calculations using standard formula and values from tables.
3. Performs field surveys and install pole and anchor stakes for proposed engineering, transmission and distribution facilities and confirms that all permissions necessary for construction have been obtained.
4. Provides direction to those assisting him/her.
5. Maintains survey records and files.
6. Maintains accurate and neat field notes.
7. Prepares maps, sketches, drawings, staking lists and cost estimations for replacement and construction purposes.
8. Maintains a good working knowledge of Company policies and construction standards for line construction and of national code standards relative to power line construction.
9. Proficient in the use and care of all surveying instruments; cleans and maintains tools and equipment; keeps equipment operational by following manufacturer's instructions and established procedures.
10. Contributes to the department by performing other related duties as required.

QUALIFICATIONS:

- Graduation from an Academic Grade 12 Program.
- Must have a driver's license.

Qualifications for the highest level of the pay range requires satisfactory performance of the above listed job duties on an independent and consistent basis for at least six months. (For example, existing employees would receive the highest level of pay after satisfactory performance of fuse coordination and pole loading calculations for a six month period.)

ELECTRICIAN - GENERAL DUTY

Shall be proficient in installing, maintaining, testing and repairing of all electrical apparatus associated with the Company facilities. Shall be able to read, interpret and work from wiring diagrams and have a good working knowledge of all standard tools and test instruments. When fully qualified, shall hold a Provincial Journeyman Electrician's License for the Province of Prince Edward Island or Trade Qualification Certificate. Shall supervise and direct apprentices or electricians of lower classification.

Shall assist in the installation, maintenance and repair of radio communication equipment and premise wiring.

SENIOR SYSTEM TECHNICIAN

EDUCATION & QUALIFICATION:

Graduation from an Academic Grade XII program. Graduation from a recognized Technical Institute or an applicable degree from a recognized University in Electronic Electrical or Control Technology. Eligible for membership in the P.E.I. Society of Certified Engineering Technologists. Industrial Electrician License. Minimum of 5 years hands on experience as a Technician. Ability to supervise other Technicians and to cope with varied assignments and working conditions.

BASIC FUNCTION:

Supervision of other Technicians and Tradespersons. Will act as a working supervisor.

TYPICAL DUTIES:

To ensure that the group thoroughly understands the work assignment and that proper tools and materials are available for work. He/she will be responsible for work quality. He/she will be responsible for the security of the work site, unless specifically relieved of that duty.

SYSTEM TECHNICIAN-TECH II

QUALIFICATIONS:

Graduation from an Academic Grade XII Program. Graduation from a recognized Technical Institute or applicable degree from a recognized University in Electronic, Electrical or Control Technology. Eligible for membership in the P. E. I. Society of Certified Engineering Technologists.

DUTIES:

1. Clerical
 - a) Recording the carrying out of scheduled maintenance routines.
 - b) Recording the execution of scheduled rounds of various installations on the power system.
 - c) Maintaining operating, testing records for relays and other such equipment.
 - d) Preparing drawings, marking up drawings to reflect as built - state, helping to maintain drawing files and indexes.
 - e) Keeping time sheets up to date and making truck reports when applicable.
 - f) Preparing requisitions, checking receipt of material and submitting material received forms.
 - g) Making inventory of spare parts and re-ordering when necessary.
 - h) Other related clerical duties.
2. Technical

Installing, commissioning, repairing and maintaining the following systems and equipment.

 - a) Supervisory control and telemetering systems
 - b) Transmission and Distribution Controls

- c) Protective relaying
- d) Gas turbine, electronic and electrical controls and protection systems.
- e) Submarine cable oil control system
- f) Gas turbine and steam plant units performance tests
- g) Tie line load control equipment
- h) On request, help with problems in steam plant electrical pneumatic control systems.
- i) Other related technical duties.

TELECOMMUNICATION TECHNICIAN-TECH II

QUALIFICATIONS:

Shall hold a diploma or certificate of graduation from a recognized institute of applied science and technology or applicable degree from University.

DUTIES:

Shall be proficient in installation, pre-commissioning, testing, maintenance and servicing of the Company's communication systems. Duties will include such specific work areas as:

- (a) UHF & VHF radio systems Power Line Carrier Microwave and associated multiplex equipment Telephone Systems
- (b) Emergency power supplies, batteries and inverters
- (c) To assist upon request, shop repair of electronic controls on reclosers and voltage regulators.
- (d) Teleprotection system
- (e) Other related electronic tasks as required

INSTRUMENT TECHNICIAN - TECH I

DEPARTMENT: Production

REPORTING TO: Superintendent, Production Maintenance

LAST REVISED: September 27, 2005

POSITION SUMMARY: Reporting to the Superintendent, Production Maintenance, and taking direction from the Leadhand Electrical and Instrumentation, the Instrument Technician – Tech I has primary responsibility for the maintenance of electric, electronic, and pneumatic control and instrumentation equipment. The incumbent must perform all duties of the position in a safe manner with due regard to others working in the Charlottetown Thermal Generating Station and to Company equipment.

MINIMUM POSITION REQUIREMENTS:

Education & Training:

- Graduate in electronics, instrumentation or electronic controls from a technical college or university.

Trade Qualification/Licence:

- Eligible for membership in ACETTPEI.

Skills & Knowledge:

- Shall be able to read, interpret and work from wiring diagrams and blueprints
- Shall have an electrical/electronics/mechanical aptitude
- Shall be competent in all skills related to Certificate held

PRIMARY DUTIES & RESPONSIBILITIES:

1. Install, test, calibrate, maintain and repair electronic, pneumatic, and components of process control and data acquisition systems.
2. Inform and effectively communicate with supervisor to specify or recommend equipment and designs for process control and data acquisition systems.
3. Record calibration and testing data.
4. Take all necessary steps and precautions to ensure safety of Generation Station and all those in and around it while on duty.
5. Work with a minimum of supervision and make sound judgments regarding work methods and tools.

SECONDARY DUTIES & RESPONSIBILITIES:

1. Prepare written reports and simple sketches as required.
2. Maintain the Electrical and Instrumentation shop and keep work areas neat and tidy.

SUPERVISION/GUIDANCE REQUIREMENTS:

1. Shall instruct and direct electrical/instrumentation crews when required.

COMMUNICATION REQUIREMENTS:

1. Good oral and written communication skills.

OTHER REQUIREMENTS:

1. Must be of good character and mentally alert, capable and in good physical condition.

METERING TECHNICIAN TECH I

Under the direction of the Meter Shop Supervisor, the Metering Technician shall assist the Supervisor overseeing the various Meter Section operations, as required. He/she shall assist the supervisor, in such tasks as administration, supervision, scheduling of work and other administrative tasks. He/she shall also provide the section with technical

expertise in all aspects related to metering and shall carry out the function and duties of a journey meterperson when required.

QUALIFICATIONS:

Graduation from an academic Grade XII program. Graduation from a recognized Technical Institute or applicable degree from a recognized University in Electrical - Electronics Technology. Eligible for membership in the P.E.I. Society of Certified Engineering Technologists. Shall be familiar with all technical aspects of revenue Metering, and have successfully completed a recognized course in revenue and statistical metering as selected by the Company. Shall have a good knowledge and understanding of single and three phase transformer connections, voltage and service characteristics as used on the company system. Shall be familiar with the National Electric Code, Part I, rules pertaining to service entrance requirements and metering equipment.

Shall know and follow the regulations of the Dept. of Consumer and Corporate Affairs regarding meter testing and calibration, and meter installations and coding. Shall have a working knowledge in the use of computers. Shall know and follow the company accounting procedures regarding all Meter Section activities.

DUTIES:

1. Shall carry out electrical and electronic maintenance to meter test boards, testing equipment, electrical and electronic measuring instruments and metering devices, and will update existing drawings or prepare new drawings as required.
2. Provide technical information and instruction to the staff of the Meter Section as required.
3. Shall assist the Meter Shop Supervisor in the administration of the Meter Section as required.
4. Shall act as Meter Section Supervisor in his/her absence when so assigned.
5. Shall carry out the functions of a Journey Meterperson when so required.
6. Check electrical drawings for connected load, metering accessibility and specify the correct size and capacity of metering equipment required.
7. Test and inspect transformer metering installations, prepare phasor diagrams, determine KW, KVA, KVAR and P.F. and verify the correctness of the installation.
8. Shall assist with the various Meter Section operations as required ie. testing, installing, repairing, etc. and holiday relief.
9. Shall perform other duties as required.
10. Shall supervise other employees when required.

LEARNERS AND APPRENTICES

This covers all categories generally regarded as permanent, excepting Labourers. It is intended to describe all new workers training for a specific occupation and may be applied in some instances to those who wish to transfer from one occupation to another. Apprentices will be required to complete the required course(s) in their trade.

ADMINISTRATIVE SUPPORT CLERK

The Administrative Support Clerk provides administrative support and office services in various areas of the Company:

DUTIES:

1. Operates equipment necessary to select, upload, and download meter reading routes, produce and edit files and printed reports, prepare and process documents and data necessary for the billing process.
2. Auditing and verification of files and reports generated by the billing process and modification of the data as required facilitating an accurate billing process.
3. Entry of information into various electronic or manual systems which may require checking, balancing and editing.
4. Provide support to assist in the efficient and orderly procurement of goods and services.
5. Mailing of residual Company bills and materials.
6. Maintenance of an inventory of office supplies and distribution as necessary.
7. Preparation of monthly returns and reconciliations as assigned.
8. Process invoices in preparation for payment and other duties as assigned.
9. Maintain a record of daily or weekly time data insuring proper account distribution in preparation for the bi-weekly remuneration of employees.
10. Invoicing and proper distribution of all receivables from job orders.
11. Contributes to the department by performing other related duties as required.

CUSTOMER SERVICE REPRESENTATIVE

Serves customers by:

- Providing product and service information
- Processing applications for new or changed products and services and arrange for disconnections and reconnections
- Receiving payment for products or services
- Resolving product and service problems
- Prepare service work orders.

DUTIES:

1. Answering product and service questions.
2. Suggesting information about other products and services.
3. Opens Customer Accounts by updating account information.
4. Monitor and maintain records of disconnect notices, payment commitments, and related items, following up as necessary.
5. Monitor call distribution.
6. Prepare and process applications for new or changed products or services, disconnections and reconnections.
7. Prepare service work orders and authorize service to customers in accordance with Company policy.
8. Maintains Customer Records by updating account information.
9. Resolves Product or Service Problems by clarifying the customer's inquiry; determining the cause of the problem; selecting and explaining the best solution to solve the problem; expediting correction or adjustment; following up to ensure resolution.
10. Maintains Customer Accounts by processing adjustments and preparing statements for customers.
11. Prepare invoices for payment of products and services.
12. Prepares product or service reports by collecting and analyzing customer information.
13. Contributes to the department by performing other related duties as required.

Qualifications include a related diploma or degree from a recognized post secondary educational institution with related courses in communication.

ASSISTANT CHIEF ENGINEER

DEPARTMENT: **Production**
REPORTING TO: **Chief Engineer**
LAST REVISED: **September 27, 2005**

POSITION SUMMARY: Reporting to the Chief Engineer, the Assistant Chief Engineer is responsible for the day to day operation of the Company's Power Plants and for the development and implementation of all Power Plant employee

training. The Assistant Chief also acts as Chief Engineer when required and so designated.

MINIMUM POSITION REQUIREMENTS:

Education & Training:

- An Interprovincial First Class Power Engineer Licence. Consideration will also be given to employees with a Second Class Power Engineer license who are actively pursuing their First Class license.

Experience:

- A minimum of five years experience at the Charlottetown Thermal Generating Station.

Skills & Knowledge:

- Shall possess a thorough working knowledge of Generating Station equipment and maintenance practices.
- Shall have demonstrated leadership and interpersonal communication (both oral and written) skills.
- Shall have demonstrated a sound working knowledge of computer software including Microsoft Word and Excel.

PRIMARY DUTIES & RESPONSIBILITIES:

1. Direct the day to day operations of the Power Plants.
2. Develop, plan, co-ordinate and implement employee training at the Power Plants.
3. Coordinate the development of Power Plant procedures.
4. Direct work crews when required.
5. Assume full responsibility, accountability, and authority for the Power Plants when designated by the Chief Engineer.

SECONDARY DUTIES & RESPONSIBILITIES:

1. Work as a Power Plant Operator when required.

SUPERVISION/GUIDANCE REQUIREMENTS:

1. Will be required to direct Company personnel and contractors.

COMMUNICATION REQUIREMENTS:

1. Shall possess good interpersonal communication skills, both oral and written.

OTHER REQUIREMENTS:

1. Shall sign a confidentiality document with respect to employee and business confidential information.

POWER PLANT PLANNER

DEPARTMENT: Production

REPORTING TO: Superintendent, Production Maintenance

LAST REVISED: September 27, 2005

POSITION SUMMARY: Reporting to and in consultation with the Production Maintenance Superintendent, the Power Plant Planner is accountable for the organization, planning, coordination and recording of all maintenance activities in the Company's power plants. This responsibility extends to materials management and computer based planning and reporting of work performed using the Computerized Maintenance Management System (CMMS).

MINIMUM POSITION REQUIREMENTS:

Education & Training:

- Holds two Trades Qualification Certificates (Machinist, Welder, Millwright, or other trade designated by the Company), or one Trades Qualification Certificate and a minimum of a Third Class Power Engineer's certificate.

Experience:

- Shall have a minimum of five years experience at the Charlottetown Thermal Generating Station.

Skills & Knowledge:

- Shall possess a thorough working knowledge of generating station equipment and maintenance practices.
- Shall have demonstrated leadership and interpersonal communication skills.
- Shall have demonstrated a sound working knowledge of and aptitude for computer software including Microsoft Word and Excel.

PRIMARY DUTIES & RESPONSIBILITIES:

1. Plan and schedule work for the Production Department in consultation with the Production Maintenance Superintendent.
2. Ensure appropriate parts, consumables, materials, tools and special equipment are available for planned work.
3. Co-ordinate planned work with the Power Plant Maintenance Leadhands and other personnel.
4. Inspect and count inventory of consumable materials and replenish as required.
5. May receive, check and store, in appropriate locations, maintenance materials and complete material received reports as required.

6. May collect and inspect Trouble Reports for accuracy, appropriate equipment numbers and clarity. If unclear contact originator and verify trouble reported.
7. Estimate time and resources required to complete the Trouble Report.
8. Determine the priority of the work in consultation with the Production Maintenance Superintendent.
9. Analyze work for special conditions such as hazards, lockout, confined space, special tools, materials and operating conditions.
10. May input the Trouble Report data into the CMMS and generate Work Orders.
11. May generate CMMS preventive maintenance orders and checklists.
12. Monitor work in progress and backlog to assist the Production Maintenance Superintendent determine priorities.
13. Inspect completed Work Order Reports for accuracy and completeness. Follow up as required.

SECONDARY DUTIES & RESPONSIBILITIES:

- 1.1. Maintain the maintenance and engineering drawings, manuals and files.
- 2.2. Orientate crews who are assigned work at the CTGS.
3. Direct work crews when required.
4. Shall report to the Chief Engineer when the Production Maintenance Superintendent is not available.

SUPERVISION/GUIDANCE REQUIREMENTS:

- 1.1. To direct Company personnel and work crews when required.

COMMUNICATION REQUIREMENTS:

- 1.1. Shall possess good oral and written communication skills.

OTHER REQUIREMENTS:

- 1.1. Shall sign a confidentiality document with respect to employee and business confidential information.

JANITOR

Under the supervision and direction of the Chief Accountant, the Janitor is required to maintain the floor, stairs, washrooms, and offices in clean condition; and to perform other related duties as assigned.

DUTIES:

1. To maintain the various floors and stairways in clean condition (this includes washing and waxing as required).
2. To dust the furniture, window ledges, etc. as required.
3. To clean the various washrooms, (sinks, toilets) and to replenish necessary paper and soap supplies.
4. To wash first floor windows as required.
5. To empty all waste baskets and ash trays.
6. To keep basement and furnace room tidy.
7. To replace burned out lamps as necessary.
8. To shovel snow in the winter time as necessary.

T & D OPERATIONS SUPPORT PERSON

REPORTING TO: Superintendent, Construction Services

DUTIES:

Reporting to the Superintendent, Construction Services, this position will provide support services to the Operations and Customer Service group through the following range of activities:

- Regularly updating, reviewing, and managing information required to support field operations using various forms and computer programs (i.e. service orders, work requests, power outage restorations, street light data base, tree trimming, etc.). Some field work will be required to verify information.
- Evaluating and determining the appropriate response to request from customers/electricians for no-power calls, wires down, underground locates, etc.
- Determine crew availability for work requests on a scheduled or immediate action basis and dispatch work. Dispatch work to line crews for trouble calls during work days and in storm conditions as required by the Line Supervisor.
- Planning and organizing the work schedule for the T&D Utility Persons.
- Receive payments from customers for new service and line extensions.
- Entering customer billing and service work records on-line.
- Liaison with Customer Service to assist in obtaining accurate billing information in a timely manner.

SCHEDULE B WAGES		PROBATIONARY						
Classifications		0-3 months			90% of Full Salary			
		4-6 months			95% of Full Salary			
		Full Salary						
		Current Wages	1-Jan-05	1-Jan-06	1-Jan-07	1-Jul-07	1-Jan-08	1-Jul-08
			3.4%	3.5%	2.0%	2.0%	2.0%	2.0%
Administrative Support Clerk		\$17.59	\$18.19	\$18.83	\$19.21	\$19.59	\$19.98	\$20.38
Area Representative		\$26.79	\$27.70	\$28.67	\$29.24	\$29.82	\$30.42	\$31.03
Assistant Chief Engineer		\$28.16	\$29.12	\$30.66	\$31.53	\$32.42	\$33.07	\$33.73
Assistant Storekeeper	Range to	\$19.16	\$19.81	\$20.50	\$20.91	\$21.33	\$21.76	\$22.20
	from	\$15.47	\$16.00	\$16.56	\$16.89	\$17.23	\$17.57	\$17.92
Clerk Chemist	Range to	\$23.37	\$24.16	\$25.01	\$25.51	\$26.02	\$26.54	\$27.07
	from	\$18.60	\$19.23	\$19.90	\$20.30	\$20.71	\$21.12	\$21.54
Combustion Turbine Operator/Maintenance Person		\$25.98	\$26.86	\$27.80	\$28.36	\$28.93	\$29.51	\$30.10
Customer Service Representative		\$18.63	\$19.26	\$19.93	\$20.33	\$20.74	\$21.15	\$21.57
Customer Service Utility Person **		\$25.48	\$26.35	\$27.27	\$27.82	\$28.38	\$28.95	\$29.53
Digger Operator		\$22.46	\$23.22	\$24.03	\$24.51	\$25.00	\$25.50	\$26.01
Draftsperson		\$19.16	\$19.81	\$20.50	\$20.91	\$21.33	\$21.76	\$22.20
Electrician – General Duty	Range to	\$23.37	\$24.16	\$25.01	\$25.51	\$26.02	\$26.54	\$27.07
	from	\$18.75	\$19.39	\$20.07	\$20.47	\$20.88	\$21.30	\$21.73
Electrician – Industrial		\$24.43	\$25.26	\$26.14	\$26.66	\$27.19	\$27.73	\$28.28
Engineering & Transmission/Distribution Utility Person	Range to	\$21.78	\$22.52	\$23.31	\$23.78	\$24.26	\$24.75	\$25.25
	from	\$19.16	\$19.81	\$20.50	\$20.91	\$21.33	\$21.76	\$22.20
Transmission/Distribution Operations Support Person	Range to	\$21.78	\$22.52	\$23.31	\$23.78	\$24.26	\$24.75	\$25.25
	from	\$18.63	\$19.26	\$19.93	\$20.33	\$20.74	\$21.15	\$21.57
Energy Control Centre System Operator		\$26.79	\$27.70	\$29.45	\$30.55	\$31.67	\$32.30	\$32.95
General Labourer		\$15.47	\$16.00	\$16.56	\$16.89	\$17.23	\$17.57	\$17.92
Journey Meterperson		\$23.37	\$24.16	\$25.01	\$25.51	\$26.02	\$26.54	\$27.07
Lead Hand Electrician		\$25.59	\$26.46	\$27.39	\$27.94	\$28.50	\$29.07	\$29.65
Lead Hand Electrician – Transformer		\$26.40	\$27.30	\$28.26	\$28.83	\$29.41	\$30.00	\$30.60
Lead Hand Electrical and Instrumentation		\$26.40	\$27.30	\$28.51	\$29.34	\$29.93	\$30.53	\$31.14
Line Storekeeper		\$22.85	\$23.63	\$24.46	\$24.95	\$25.45	\$25.96	\$26.48
Meter Reader		\$19.30	\$19.96	\$20.66	\$21.07	\$21.49	\$21.92	\$22.36
No. 1 Power Plant Operator*		\$26.79	\$27.70	\$29.19	\$30.03	\$30.89	\$31.51	\$32.14
No. 2 Power Plant Operator*		\$25.48	\$26.35	\$27.53	\$28.34	\$28.91	\$29.49	\$30.08
No. 3 Power Plant Operator*		\$24.43	\$25.26	\$26.40	\$26.93	\$27.47	\$28.02	\$28.58
Plant Labourer		\$17.58	\$18.18	\$19.08	\$19.46	\$19.85	\$20.25	\$20.66
Power Line Foreperson/Rural Powerline Foreperson		\$26.40	\$27.30	\$28.26	\$28.83	\$29.41	\$30.00	\$30.60
Power Line Technician/Rural Powerline Technician		\$24.43	\$25.26	\$26.14	\$26.66	\$27.19	\$27.73	\$28.28
Power Plant Helper		\$20.74	\$21.45	\$22.46	\$22.91	\$23.37	\$23.84	\$24.32
Power Plant Lead Hand		\$26.40	\$27.30	\$28.51	\$29.34	\$29.93	\$30.53	\$31.14
Power Plant Maintenance Person No. 1		\$24.43	\$25.26	\$26.40	\$26.93	\$27.47	\$28.02	\$28.58
Power Plant Maintenance Person No. 2		\$20.74	\$21.45	\$22.46	\$22.91	\$23.37	\$23.84	\$24.32
Power Plant Planner		\$26.40	\$27.30	\$28.51	\$29.34	\$29.93	\$30.53	\$31.14
Senior System Technician		\$28.64	\$29.61	\$30.65	\$31.26	\$31.89	\$32.53	\$33.18
System Electrician – Plant		\$24.43	\$25.26	\$26.14	\$26.66	\$27.19	\$27.73	\$28.28
System Electrician – Transformer		\$24.43	\$25.26	\$26.14	\$26.66	\$27.19	\$27.73	\$28.28
Technician I: Meter Technician/Instrument Technician		\$25.48	\$26.35	\$27.27	\$27.82	\$28.38	\$28.95	\$29.53
Technician II: System Technician		\$27.06	\$27.98	\$28.96	\$29.54	\$30.13	\$30.73	\$31.34
Telecommunications Technician		\$27.06	\$27.98	\$28.96	\$29.54	\$30.13	\$30.73	\$31.34

Schedule B APPRENTICES (Not indentured through Department of Labour)

6 – 12 Months	60% of the qualified rate
12 – 18 Months	70% of the qualified rate
18 – 24 Months	85% of the qualified rate

Schedule B SHIFT DIFFERENTIAL

- * (a) For all hours worked at the regular rate on the second shift, a Plant employee will receive a shift differential of seventy-five (75) cents per hour.

First Shift: 7:00 a.m. - 7:00 p.m. - No shift differential
Second Shift: 7:00 p.m. - 7:00 a.m. - 75 cents

- ** (b) For all hours worked at the regular rate on the second shift, the Customer Service Utility Person will receive a shift differential of seventy-five (75) cents per hour.

First Shift: 8:00 a.m. - 4:00 p.m. - No shift differential
Second Shift: 4:00 p.m. - Midnight - 75 cents

- (c) (i) **Effective January 1, 2006 the shift differential rate shall be amended to one dollar (\$1.00) per hour;**
- (ii) **Effective January 1, 2007 the shift differential rate shall be amended to one dollar twenty five cents (\$1.25) per hour.**

Schedule B WAGES

INACTIVE CLASSIFICATIONS

Accounting Clerk I	Instrument Person No. 1 – Survey
Accounting Clerk II	Instrument Person No. 2 – Survey
Accounting Clerk III	Janitor
Accounting Clerk IV	Leading Meterperson
Application Clerk	Leading Troubleperson
Assistant Applications Clerk	Mail / Records Clerk
Assistant Cashier	Mailing Clerk
Cashier	Maintenance Assistant
Collector Messenger II	Meter Records Processor
Collector Messenger I	Night Switchboard Operator
Commercial Biller/Deposit Clerk	No. 1 Meterperson
Commercial Clerk I	No. 2 Meterperson
Commercial Clerk II	No. 3 Meterperson
Commercial Office Assistant	Payroll Clerk
Customer Relations Assistant	Posting Clerk
Cycle Billing Clerk	Purchasing Clerk
Data Entry – Finance	Rod/Chainperson
Data Processing Computer Operator	Rural Office Clerk IV – Eastern/Western
Fleet Records Clerk	Senior Accounts Payable Clerk
General Office Clerk I	Senior Cashier
General Office Clerk II	Senior Video Display Terminal Operator
Groundperson	Switchboard Operator/Receptionist
	T & D Utility Person
	Transformer Records Processor
	Video Display Terminal Operator

Schedule C																																
	S	M	T	W	T	F	S		S	M	T	W	T	F	S		S	M	T	W	T	F	S		S	M	T	W	T	F	S	
NIGHT	D	D	A	A	C	C	B		B	B	D	D	A	A	C		C	C	B	B	D	D	A		A	A	C	C	B	B	D	
DAY	C	C	B	B	D	D	A		A	A	C	C	B	B	D		D	D	A	A	C	C	B		B	B	D	D	A	A	C	

SCHEDULE D

MEMORANDUM OF AGREEMENT OPERATOR/MAINTENANCE PERSON CROSS TRAINING PROGRAM

It is understood and agreed that the **following Operator/Maintenance Person Program** will form part of this Collective Agreement.

It is further agreed with the IBEW that the job descriptions **for the Operator/Maintenance Person Program** shall be included in **Schedule A**.

It is also agreed that the twenty-five (25) cent per hour premium will be folded into the rate to which the employee is entitled for employees actively participating in the program.

Finally, it is understood and agreed the **following** aims and provisions of the **Cross Training Program** apply only to Generation Plant employees:

Aims:

- (a) Due to the varied operating modes which the Cable Interconnection has imposed on our system, it is understood and agreed that the purpose of the Operator/Maintenance Cross Training Program is to provide a well trained and flexible staff that can respond to the sometimes more difficult operating conditions at the steam plant.
- (b) It is recognized and agreed by the parties that the program is **an ongoing one** **and** it is recognized and agreed by the parties that there will be employees doing similar work and receiving different rates of pay. This circumstance is unavoidable and is a direct result of the program.

Provisions:

- 1.01** Academic up-grading will be done by the employee on his/her own time and at his/her own expense.
- 1.02** The syllabus of trades training as agreed by the Company and the Union will be done on Company time and the course fees and reasonable, approved expenses will be paid by the Company for selected candidates.

If an employee drops out of a course he/she may be required to pay for all the course costs including expenses in **1.02**, unless he/she was unable to complete the course due to the Company requiring him/her to work, due to his/her sickness, or due to death in his/her immediate family. If an employee completes a course and fails the examination he/she will be given a second chance providing he/she is recommended by the course instructor.

- 1.03** When training assistance, monetary or otherwise, can be obtained from **Human Resources Skills Development Canada (HRSDC)** or any other agency, the employee will cooperate in obtaining the assistance.

1.04 If employees attend night classes for trades training, they will be given equivalent time off during the same working day. Time off for courses will in no case be accumulative. Attendance records for courses will be required. Employees in trades training courses will continue to receive pay for eight (8) hours per day, forty (40) hours per week.

1.05 The number of employees training at any one time will be determined by the Company. It will depend on the type of operation, current and expected at the steam plant, the type of courses being considered, the time of the courses and the manpower available.

All training will be done as plant operating and maintenance requirements dictate. Training for employees in their own trade, will continue to be made available.

1.06 Subject to article **1.05** employees, who are participating in cross training and who are working as Operator/Maintenance **persons**, will be permitted to progress to a higher job classification when qualified, according to the job description and will receive and retain that rate of pay regardless of where they are subsequently assigned.

1.07 Selection of candidates for cross training in the Operator/Maintenance trade shall be in accordance with Article 25.01 **(b)**.

1.08 All work at the plant that is being done by plant employees will continue to be done by plant employees regardless of their job classification. For example: If a Plant Labourer progresses to No. 2 Maintenance Person the labour work will still have to be done by Plant staff. No outside manpower will be hired as a result of employees being allowed to progress to a higher job classification.

1.09 Operators working as **Maintenance persons** will be supplied with tools. (Power Engineers Act of PEI Section 15-4) A basic set of tools would consist of the following:

Allen wrenches	8 inch pliers
2-12 inch adjustable wrenches	7 inch vise grips
2-14 inch pipe wrenches	hacksaw
3/8 inch to 1 inch open and box end wrench set	6 piece screwdriver set
1 ½ inch ball peen hammer	small tool box 16 x 6 x 6 1/2 inches high
12 foot tape measure	7 inch tin snips
	8 piece chisel and punch set

Cost of the basic tools would be approximately two hundred (\$200) dollars. Tools will be purchased by the Company at Company discretion.

These tools will be the responsibility of the operator and will remain in the plant at all times. Should an employee terminate his/her employment with the Company, the tools will become the property of the employee, if the employee has served one year as an Operator/Maintenance person.

- 1.10 Operator/Maintenance persons** entering the cross training program who already have their tools will be given a one time allowance of two hundred (\$200) dollars.
- 1.11 Other than the special provisions of Articles **1.09** and **1.10**, all tool replacement will be according to Article 22.02 of the Collective Agreement.
- 1.12 The committee already established for the implementation of the cross training program will remain as a committee to advise on problems that may arise after the implementation of the cross training program.
- 1.13 Job descriptions for Operator/Maintenance Person positions under the Cross Training Program are outlined in Schedule A.**

They are also outlined below for information purposes only for the Cross Training Program. For all other purposes, including job postings, the Schedule A job descriptions shall prevail.

NO. 1 POWER PLANT OPERATOR

DEPARTMENT: Production

REPORTING TO: Chief Engineer

LAST REVISED: September 27, 2005

POSITION SUMMARY: The No 1 Power Plant Operator takes complete charge of operating and maintaining Company's thermal power plants, effectively controlling and operating central control, steam turbines, boilers, pumps, heaters, auxiliary machinery, switchboards, remote control switching and associated equipment. The incumbent must be capable of operating all substations and switching stations controlled from the power plant. The incumbent must perform all duties of the position in a safe manner with due regard to others working in the Charlottetown Thermal Generating Station and to Company equipment.

MINIMUM POSITION REQUIREMENTS:

Education & Training:

- Grade 12, Power Engineer 1st or 2nd Class License

Experience:

- Shall have a minimum of two years experience with the Company as a No.2 Power Plant Operator.

Skills & Knowledge:

- Competency in skills related to his/her trade.
- Leadership ability.
- Proficiency in Microsoft software applications.

PRIMARY DUTIES & RESPONSIBILITIES:

1. Shall be directly responsible to the Chief Engineer or the Chief's designate. Shall instruct and direct No. 2 and 3 Power Plant Operators and others regularly engaged in the operation of the Charlottetown Thermal Generating Station.
2. Shall assist or replace the Assistant Chief Engineer as required.
3. Shall ensure the safety of the Generating Station while on duty.
4. Shall organize shift crews, lock and tag out equipment for maintenance as required.
5. Working unsupervised, ensure Station Generation requirements proceed to completion.
6. Shall ensure generating station machinery, equipment and associated plant are kept clean and in good order.
7. Shall work in conjunction with the Energy Control Centre System Operator to meet Standard Protection Code requirements for transmission and distribution (T&D) work.

SECONDARY DUTIES & RESPONSIBILITIES:

- 1.1. Work includes all duties and responsibilities of a No. 2 and No. 3 Power Plant Operator.

SUPERVISION/GUIDANCE REQUIREMENTS:

- 1.1. Instruct and direct No. 2 and No. 3 Power Plant Operators in their duties and any others engaged in the operation of the Charlottetown Thermal Generating Station during his/her hours of duty, in accordance with the foregoing primary duties and responsibilities

COMMUNICATION REQUIREMENTS:

1. Good oral and written communication skills

OTHER REQUIREMENTS:

Demonstrates effective leadership.

NO. 2 POWER PLANT OPERATOR

DEPARTMENT: Production

REPORTING TO: Chief Engineer

LAST REVISED: September 27, 2005

POSITION SUMMARY: The No 2 Power Plant Operator effectively controls, operates and maintains the Company's power plants, steam turbines, boilers, pumps, heaters, auxiliary machinery, switchboards, remote control switching and associated equipment under the direction of the No. 1 Power Plant Operator. The incumbent must perform all duties of the position in a safe manner with due regard to others working in the Charlottetown Thermal Generating Station and to Company equipment.

MINIMUM POSITION REQUIREMENTS:

Education & Training:

- Grade 12, Power Engineer 2nd Class License

Experience:

- Shall have a minimum of two years experience with the Company as a No.3 Power Plant Operator.

Skills & Knowledge:

- Must be competent in skills related to his/her trade.
- Leadership ability.

PRIMARY DUTIES & RESPONSIBILITIES:

1. Shall be directly responsible to the No. 1 Power Plant Operator. May instruct and direct No. 3 Power Plant Operators and others regularly engaged in the operation of the Charlottetown Thermal Generating Station.
2. Shall start up and shut down all boilers and turbines, operate and control all associated Generation Station auxiliaries.
3. Shall be responsible for the safety of the Generating Station while on duty.
4. Shall organize shift crews, lock and tag out equipment for maintenance as required.
5. Shall as directed, ensure Station Generation requirements proceed to completion.
6. Shall ensure generating station machinery, equipment and associated plant are kept clean and in good order and makes minor running repairs.

7. Shall work in conjunction with the No. 1 Power Plant Operator to meet Standard protection Code requirements.

SECONDARY DUTIES & RESPONSIBILITIES:

- 1.1. Work includes all duties and responsibilities of a No 3 Power Plant Operator.

SUPERVISION/GUIDANCE REQUIREMENTS:

1. Instruct and direct crews as required.

COMMUNICATION REQUIREMENTS:

1. Good oral and written communication skills

OTHER REQUIREMENTS:

Demonstrates effective leadership.

NO. 3 POWER PLANT OPERATOR

DEPARTMENT: Production

REPORTING TO: Chief Engineer

LAST REVISED: September 27, 2005

POSITION SUMMARY: The No. 3 Power Plant Operator effectively controls, operates and maintains Company's thermal power plants, steam turbines, boilers, pumps, heaters, auxiliary machinery, switchboards, remote control switching and associated equipment under the direction of the No. 1 Power Plant Operator. The incumbent must perform all duties of the position in a safe manner with due regard to others working in the Charlottetown Thermal Generating Station and to Company equipment.

MINIMUM POSITION REQUIREMENTS:

Education & Training:

- Grade 12, Power Engineer 3rd Class License.

Skills & Knowledge:

- Must be competent in skills related to his/her trade.

PRIMARY DUTIES & RESPONSIBILITIES:

1. Shall be directly responsible to the No. 1 Power Plant Operator.
2. Shall start up and shut down all boilers and turbines, operate and control all associated Generation Station auxiliaries.
3. Ensuring the safety of the Generating Station while on duty.
4. Shall organize, lock and tag out equipment for maintenance as required.

5. Shall as directed, ensure Station Generation requirements proceed to completion.
6. Shall ensure generating station machinery, equipment and associated plant are kept clean and in good order and make minor running repairs.

SECONDARY DUTIES & RESPONSIBILITIES:

- 1.1. At times shall perform general duties relating to operations and maintenance.

SUPERVISION/GUIDANCE REQUIREMENTS:

- N/A

COMMUNICATION REQUIREMENTS:

1. Good oral and written communication skills.

OTHER REQUIREMENTS:

- N/A

POWER PLANT LEAD HAND

DEPARTMENT: Production

REPORTING TO: Superintendent, Production Maintenance

LAST REVISED: September 27, 2005

POSITION SUMMARY: Reporting to the Superintendent, Production Maintenance, the Power Plant Lead Hand works in conjunction with the Maintenance Planner to plan, organize and oversee the completion of maintenance related activities in the Company's Power Plants.

MINIMUM POSITION REQUIREMENTS:

Education & Training:

- Grade 12, holds two indentured Trades Qualification (machinist, millwright, welder or other trade designated by the Company), or one indentured Trades Qualification and an Interprovincial Second class Power Engineer Licence.

Experience:

- Shall have a minimum of five years experience as Power Plant Maintenance Person No. 1.

Skills & Knowledge:

- Extensive, detailed knowledge of all plant equipment and machinery.
- Must be competent in skills required for his/her trade(s).

- ☐▪ Leadership ability.
- Aptitude for troubleshooting and solving maintenance problems.
- Aptitude for reading equipment manuals and drawings.

PRIMARY DUTIES & RESPONSIBILITIES:

1. Instruct and direct maintenance crews.
2. Assists or replaces the Maintenance Planner as required.
3. Organizes crews, plans schedules, procures and provides materials and tools at work sites.
4. Ensures all maintenance jobs are completed.

SECONDARY DUTIES & RESPONSIBILITIES:

1. Work includes all duties and responsibilities of a Power Plant Maintenance Person No. 1.

SUPERVISION/GUIDANCE REQUIREMENTS:

1. Instruct and direct maintenance crews.

COMMUNICATION REQUIREMENTS:

1. Good oral and written communication skills.

OTHER REQUIREMENTS:

1. Shall sign a confidentiality document with respect to employee and business confidential information.

POWER PLANT MAINTENANCE PERSON NO. 1

DEPARTMENT: Production

REPORTING TO: Superintendent, Production Maintenance

LAST REVISED: September 27, 2005

POSITION SUMMARY: Reporting to the Superintendent, Production Maintenance, the Maintenance Person No. 1 is a fully skilled and experienced tradesperson with responsibility for maintenance of all power plant equipment and machinery.

MINIMUM POSITION REQUIREMENTS:

Education & Training:

- Grade 12 and Trades Qualification Certificate (machinist, welder, millwright or trade designated by the Company).

Experience:

- Shall have extensive experience in the maintenance of Power Plant equipment and machinery.

Skills & Knowledge:

- Must be competent in skills required for his/her trade.
- Leadership ability.
- Aptitude for troubleshooting and solving maintenance problems.
- Aptitude for reading and understanding equipment manuals and drawings.

PRIMARY DUTIES & RESPONSIBILITIES:

1. Installs new equipment, rearranges machinery and other similar work.
2. Diagnosis and repair of steam boilers, turbines, auxiliary equipment and structures.
3. Works with a minimum of supervision.
4. Other similar duties.

SECONDARY DUTIES & RESPONSIBILITIES:

1. Is not required to perform the work of a “Labourer” except in an emergency.

SUPERVISION/GUIDANCE REQUIREMENTS:

1. Takes charge of a maintenance job and instructs and directs a crew at the direction of the Lead Hand.

COMMUNICATION REQUIREMENTS:

- 1.1. Good oral and written communication skills.

OTHER REQUIREMENTS:

1. Shall maintain clean work sites.
2. Shall work safely and efficiently.

POWER PLANT MAINTENANCE PERSON NO. 2

DEPARTMENT: Production

REPORTING TO: Superintendent, Production Maintenance

LAST REVISED: September 27, 2005

POSITION SUMMARY: Reporting to the Superintendent, Production Maintenance, the Maintenance Person No.2 is a skilled or semi-skilled tradesperson with responsibility for maintenance of all power plant equipment and machinery.

MINIMUM POSITION REQUIREMENTS:

Education & Training:

- Grade 12; either Trades Qualification Certificate (machinist, millwright or trade designated by the Company) or completed advanced trade course (First and Second block of trade course as outlined by Department of Labour) (machinist, millwright, welder or trade designated by the Company).

Experience:

- No prior work experience required.

Skills & Knowledge:

- Must be competent in skills required for his/her trade.
- Leadership ability.
- Aptitude for troubleshooting and solving maintenance problems.
- Aptitude for reading and understanding equipment manuals and drawings.

PRIMARY DUTIES & RESPONSIBILITIES:

1. Installs new equipment; rearranges machinery and other similar work.
2. Diagnosis and repair of steam boilers, turbines, auxiliary equipment and structures.
3. Works with a minimum supervision, simple tasks are performed without supervision.
4. Other similar duties.

SECONDARY DUTIES & RESPONSIBILITIES:

1. Is not required to perform the work of a "Labourer" under normal circumstances but if Labouring work becomes excessive it may become necessary to do this work.

SUPERVISION/GUIDANCE REQUIREMENTS:

1. Takes charge of a maintenance job and instructs and directs a crew at the direction of the Lead Hand.

COMMUNICATION REQUIREMENTS:

1. Good oral and written communication skills.

OTHER REQUIREMENTS:

1. Shall maintain clean work sites.
2. Shall work safely and efficiently.

POWER PLANT HELPER

DEPARTMENT: Production

REPORTING TO: Superintendent, Production Maintenance

LAST REVISED: September 27, 2005

POSITION SUMMARY: Reporting to the Superintendent, Production Maintenance, the Power Plant Helper performs general duties in the maintenance, operation and cleaning of the Company's Power Plants.

MINIMUM POSITION REQUIREMENTS:

Education & Training:

- Grade 12, completed basic trade course (first block as outlined by Department of Labour) (machinist, millwright, welder or trade designated by the Company), or interprovincial third class Power Engineer Licence. Must hold a valid Class 5 P.E.I. Driver's Licence.

Skills & Knowledge:

- Must be competent in skills required for his/her trade.

PRIMARY DUTIES & RESPONSIBILITIES:

Performs semi-skilled general duties relating to maintenance and operations such as:

1. Assisting on the turbine floor or the boiler floor.
2. Cleaning screens, making minor repairs.
3. Other related duties.

SECONDARY DUTIES & RESPONSIBILITIES:

1. General housekeeping and cleaning duties in the Company's Power Plants.

SUPERVISION/GUIDANCE REQUIREMENTS:

- N/A

COMMUNICATION REQUIREMENTS:

- N/A

OTHER REQUIREMENTS:

1. Shall be of good character, alert, capable and in good physical condition.

POWER PLANT LABOURER

DEPARTMENT: Production

REPORTING TO: Superintendent, Production Maintenance

LAST REVISED: September 27, 2005

POSITION SUMMARY: Reporting to the Superintendent, Production Maintenance, the Power Plant Labourer performs unskilled general duties in the maintenance, operation and cleaning of the Company's Power Plants.

MINIMUM POSITION REQUIREMENTS:

Education & Training:

- Grade 12. Must hold a valid Class 5 P.E.I. Driver's Licence.

PRIMARY DUTIES & RESPONSIBILITIES:

1. Performs general work of a labour nature in maintenance, operations, and cleaning in the Company's Power Plants.

SECONDARY DUTIES & RESPONSIBILITIES:

1. General housekeeping and cleaning duties in the Company's Power Plants.

SUPERVISION/GUIDANCE REQUIREMENTS:

- N/A

COMMUNICATION REQUIREMENTS:

- N/A

OTHER REQUIREMENTS:

1. Shall be of good character, alert, capable and in good physical condition.

ASSISTANT CHIEF ENGINEER

DEPARTMENT: Production

REPORTING TO: Chief Engineer

LAST REVISED: September 27, 2005

POSITION SUMMARY: Reporting to the Chief Engineer, the Assistant Chief Engineer is responsible for the day to day operation of the Company's Power Plants and for the development and implementation of all Power Plant employee training. The Assistant Chief also acts as Chief Engineer when required and so designated.

MINIMUM POSITION REQUIREMENTS:

Education & Training:

- An Interprovincial First Class Power Engineer Licence. Consideration will also be given to employees with a Second Class Power Engineer license who are actively pursuing their First Class license.

Experience:

- A minimum of five years experience at the Charlottetown Thermal Generating Station.

Skills & Knowledge:

- Shall possess a thorough working knowledge of Generating Station equipment and maintenance practices.
- Shall have demonstrated leadership and interpersonal communication (both oral and written) skills.
- Shall have demonstrated a sound working knowledge of computer software including Microsoft Word and Excel.

PRIMARY DUTIES & RESPONSIBILITIES:

1. Direct the day to day operations of the Power Plants.
2. Develop, plan, co-ordinate and implement employee training at the Power Plants.
3. Coordinate the development of Power Plant procedures.
4. Direct work crews when required.
5. Assume full responsibility, accountability, and authority for the Power Plants when designated by the Chief Engineer.

SECONDARY DUTIES & RESPONSIBILITIES:

1. Work as a Power Plant Operator when required.

SUPERVISION/GUIDANCE REQUIREMENTS:

1. Will be required to direct Company personnel and contractors.

COMMUNICATION REQUIREMENTS:

1. Shall possess good interpersonal communication skills, both oral and written.

OTHER REQUIREMENTS:

1. Shall sign a confidentiality document with respect to employee and business confidential information.

POWER PLANT PLANNER

DEPARTMENT: Production

REPORTING TO: Superintendent, Production Maintenance

LAST REVISED: September 27, 2005

POSITION SUMMARY: Reporting to and in consultation with the Production Maintenance Superintendent, the Power Plant Planner is accountable for the organization, planning, coordination and recording of all maintenance activities in the Company's power plants. This responsibility extends to materials management and computer based planning and reporting of work performed using the Computerized Maintenance Management System (CMMS).

MINIMUM POSITION REQUIREMENTS:

Education & Training:

- Holds two Trades Qualification Certificates (Machinist, Welder, Millwright, or other trade designated by the Company), or one Trades Qualification Certificate and a minimum of a Third Class Power Engineer's certificate.

Experience:

- Shall have a minimum of five years experience at the Charlottetown Thermal Generating Station.

Skills & Knowledge:

- Shall possess a thorough working knowledge of generating station equipment and maintenance practices.
- Shall have demonstrated leadership and interpersonal communication skills.
- Shall have demonstrated a sound working knowledge of and aptitude for computer software including Microsoft Word and Excel.

PRIMARY DUTIES & RESPONSIBILITIES:

1. Plan and schedule work for the Production Department in consultation with the Production Maintenance Superintendent.
2. Ensure appropriate parts, consumables, materials, tools and special equipment are available for planned work.
3. Co-ordinate planned work with the Power Plant Maintenance Leadhands and other personnel.
4. Inspect and count inventory of consumable materials and replenish as required.
5. May receive, check and store, in appropriate locations, maintenance materials and complete material received reports as required.

6. May collect and inspect Trouble Reports for accuracy, appropriate equipment numbers and clarity. If unclear contact originator and verify trouble reported.
7. Estimate time and resources required to complete the Trouble Report.
8. Determine the priority of the work in consultation with the Production Maintenance Superintendent.
9. Analyze work for special conditions such as hazards, lockout, confined space, special tools, materials and operating conditions.
10. May input the Trouble Report data into the CMMS and generate Work Orders.
11. May generate CMMS preventive maintenance orders and checklists.
12. Monitor work in progress and backlog to assist the Production Maintenance Superintendent determine priorities.
13. Inspect completed Work Order Reports for accuracy and completeness. Follow up as required.

SECONDARY DUTIES & RESPONSIBILITIES:

1. Maintain the maintenance and engineering drawings, manuals and files.
- 3.2. Orientate crews who are assigned work at the CTGS.
3. Direct work crews when required.
4. Shall report to the Chief Engineer when the Production Maintenance Superintendent is not available.

SUPERVISION/GUIDANCE REQUIREMENTS:

- 1.1. To direct Company personnel and work crews when required.

COMMUNICATION REQUIREMENTS:

- 1.1. Shall possess good oral and written communication skills.

OTHER REQUIREMENTS:

- 1.1. Shall sign a confidentiality document with respect to employee and business confidential information.

NOTES:

1. In accordance with **Article 1.06** of Schedule D, the rates of pay and job classification for employee shall be in accordance with the highest level of qualification obtained according to the job descriptions.
2. (a) Shift differential is not included in the rates.

(b) 25¢ per hour will be deleted from the rate for all classifications for all employees not entering the program.
3. A person holding a fourth class PEI Power Engineer's Certificate and who is capable of operating will be paid at a rate midway between his/her present rate and the rate for an Operator/Maintenance Person at the third class level.
4. The Lead Hand is a complement position.

SCHEDULE E

MARITIME ELECTRIC COMPANY, LIMITED SEXUAL HARASSMENT POLICY

- I. Purpose The purpose of this document is to outline the Maritime Electric policy on sexual harassment in the workplace.

- II. Definition Sexual harassment is any attention, conduct, comment, gesture or contact of a sexual nature that is likely to cause offense or humiliation to any employee or that might on reasonable grounds be perceived by the employee affected as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

- III. Policy Every Maritime Electric employee is entitled to employment free of sexual harassment. Maritime Electric will make every reasonable effort to ensure that no employee is subject to sexual harassment.

- IV. Discipline and other measures Maritime Electric will take such disciplinary or other measures as appear appropriate in relation any employee or other person under its direction who subjects any Maritime Electric employee to sexual harassment. Disciplinary measures could include suspension or dismissal.

- V. Non-Complaint Procedures Employees who are the subject of sexual harassment are encouraged to try to handle the situation informally, if possible, by voicing their disapproval of the behavior immediately to the person engaging in it.

- VI. Complaint Procedures
 1. An employee who wishes to bring a complaint of sexual harassment to the attention of management may do so by submitting a written report to the Manager, Human Resources of the complaint that should include a description of the incident or incidents of sexual harassment, with details such as location, dates, times and the names of any witnesses. (Any questions about initiating complaint can be taken to the Human Resources Manager.) A union employee initiating a complaint may, instead of taking it directly to the Human Resources Manager, initiate it through the Union.

 2. On receipt of a complaint the Human Resources Manager or someone else appointed by the Manager to do so will investigate the complaint. Normally, the investigation will

include an interview of the complainant and any witnesses named by the complainant and interviews with others who may be able to provide relevant information. Anyone interviewed will be entitled to be accompanied by anyone else they choose. At the end of this stage, the investigator will discuss the matter with the complainant to determine whether the complaint ought to be pursued. The complaint will be pursued unless both the complainant and the investigator decide not to pursue it. The company will not normally pursue a complaint that the complainant wants to drop unless the investigation indicates a potentially serious problem affecting employees other than the complainant.

3. If the complaint is pursued, the investigator will notify the person against whom the complaint has been made and will provide him/her or her with a copy of the complaint and with notice of a date on which the person may meet with the investigator to learn what the investigation has shown so far and to present his/her version of the events. If the employee against whom the complaint has been made requests a second meeting in which to present his/her version of the events, that will be granted.
4. If the person against whom the complaint is made wishes the investigator to interview any witnesses or others not already interviewed, that will occur.
5. Following the investigation, the investigator will report on the investigation to the President or to the Vice-President or Director responsible for the area of the company's operations in which the person against whom the complaint is made is employed. The report will include a summary of the information compiled during the investigation and the recommendation of the investigator on how the complaint ought to be disposed of. Copies of the report will be provided to the complainant and to the person against whom the complaint has been made, who may, within the next three days, make written representations to the President, Vice-President or Director to whom the investigator has reported.
6. Maritime Electric will not disclose the name of the complainant, the name of the person complained against or the circumstances of the complaint to anyone except to the extent that disclosure is necessary for the purpose of investigating the complaint or taking measures in relation to it in accordance with this policy.
7. A decision on disposition of the complaint will be made by the President, Vice-President or Director to whom the investigator has reported.

VII. Other Procedures

The *Human Rights Act* prohibits an employer from refusing to employ or to continue to employ someone in a discriminatory basis. It also prohibits discriminating in any term or condition of employment. Discrimination includes discrimination in relation to sex. An employee who has been subject to sexual harassment may, in addition to his/her rights under this policy, have rights or redress under the *Human Rights Act*.

An employee who has been subject to sexual harassment is also able to get advice from the inspector under the *Employment Standards Act*.

VIII. Union Employees

1. Employees represented by Local 1432 of the International Brotherhood of Electrical Workers (the "Union") are entitled to the assistance of the Union. This includes employees making complaints and employees against whom complaints are made.
2. A union employee against whom a complaint is made is entitled to the protection of the procedures provided in the Collective Agreement for employees against whom disciplinary action is being considered and is entitled to be accompanied and advised by a union representative at the meetings referred to in VI-3.
3. If either the employee making the complaint or the employee against whom a complaint is made is a union employee and either so requests,
 - (a) if an investigator other than the Human Resources Manager is appointed to investigate a complaint, the appointment will be made in consultation with the Union,
 - (b) Maritime Electric will consult with the Union in developing disciplinary or other measures under IV,
 - (c) a copy of the report referred to in VI-5 will be provided to the Union, and
 - (d) the Union will be advised of the decision or disposition of a complaint referred to in VI-7.

IX. Management Employees

Non-union employees are entitled to the assistance of and to be accompanied by anyone they choose throughout the investigation of any complaint in which they are included.

SCHEDULE F

Re: Trouble Truck

The parties agree that should the Company decide to activate the Trouble Truck, the following articles of the Collective Agreement, dated January 1, 2001 to December 31, 2004, shall be deemed to be incorporated into the Collective Agreement in effect at the time:

- 8.04** (a) Troubleperson who shall work 80 hours per pay period as per Article 8.04 "A" on a shift rotation including Saturdays and Sundays. Work hours for the Troubleperson and Leading Troubleperson shall normally be 0800 – 1600 hours and 1600 – 2400 hours.

One crew assigned to Shift "A".
One crew assigned to Shift "B".

8.70 Trouble Truck

The Company reserves the right as outlined in Article 8.04 "A" – OTHER WORKERS – to change the shift schedule for the Trouble Truck, should the Company consider it necessary. Such changes in the Trouble Truck shift schedule shall be done in consultation with the Union.

- (a) The days off in any weekly shift schedule will be consecutive
- (b) No regular shift schedule shall cover more than two consecutive weekends unless a three (3) shift rotation is put in effect.
- (c) It is agreed that the chosen shift schedule shall be in effect for a period of no less than six (6) months duration.

21.16 Trouble Truck

- (a) All temporary vacancies within the Leading Troubleperson's position shall be filled on assignment from the Troubleperson's classification, usually by the Trouble person assigned on the same shift. If Troublepersons are not available for assignment, then the position shall be filled on the basis of seniority in the area, within the Journey Lineperson classification. It will be at the Company's discretion as to whether to fill the vacancy.
- (b) Any temporary vacancy in the Troubleperson's position, filled on assignment shall be done on the basis of seniority in the area, within the Journey Lineperson classification. It will be at the Company's discretion as to whether to fill the vacancy.
- (c) Forty-eight (48) hours notice shall be given to accommodate a change from normal work hours to/from trouble shift. This shall apply to any person temporarily assigned to either the Leading Troubleperson's or Troubleperson's position. If notice is not given, overtime shall be paid at the prevailing rate.

- Leading Troubleperson Job Description
Shall be a qualified Journey Lineperson assigned by the Company to be in charge of the "Trouble Truck". In addition to a Journey Lineperson's duties, shall work with, effectively supervise and direct the work of linepersons of lower classification that may be assigned to the Trouble Truck.

- Troubleperson Job Description
Shall be a qualified Journey Lineperson assigned by the Company to the Trouble Truck; duties shall be those of a Journey Lineperson.

- Schedule B – Shift Differential
For all hours worked at the regular rate on the second shift, the Troubleperson and Leading Troubleperson will receive a shift differential of seventy-five (75) cents per hour.

First Shift:	8:00 a.m. – 4:00 p.m. – No shift differential
Second Shift:	4:00 p.m. – Midnight – 75 cents

SCHEDULE G

CONDITIONS FOR JOB SHARING

The guidelines for job sharing are as follows:

- 1.1 The Union and the Company hereby agree that job sharing shall mean the equal sharing of one (1) regular full time position by two (2) regular full time employees for a twelve (12) month period.
- 1.2 If at completion of the twelve (12) month period, the two (2) employees and the Company mutually agree, the job sharing arrangement shall be considered permanent, otherwise, the job sharing arrangement shall terminate and the two (2) employees will assume their regular full-time positions.
2. Job sharing shall only be initiated by interested regular full time employee(s) and shall require the approval of the Company before implementation.
3. The position to be job shared shall be maintained as a regular full time position and there shall be no reduction in the total working hours of the position resulting from the job sharing.
4. Any employee(s) who wishes to initiate a job sharing arrangement shall seek a regular full time employee within the same classification who may be agreeable to job sharing their position.

Once this is done, the employee shall make a written request to the Company identifying the position to be shared and the other employee who will be job sharing.

5. The Company shall provide a copy of the job sharing request to the Union.
6. Approval of a job sharing request shall be at the sole discretion of the Company.
7. During the job sharing arrangement, both employees will continue to earn wages and benefits applicable to the position on a pro-rata basis.
8. The employees who enter into a job sharing arrangement shall do so as if they were securing a position with the Company and the conditions and responsibilities of such shall apply.
9. In the event an employee is absent from work due to a leave of absence or sickness, the other employee shall be given the option of assuming the job shared position on a temporary basis until the absent employee returns or the Company may fill the position on a temporary basis. The remaining employee shall be expected to perform the duties of the position until a successful applicant has been chosen. If the Company is unable to fill the

temporary position, the remaining employee shall fill the job shared position. All replacement time shall be at the employee's regular rate.

- 10. In the event an employee vacates his/her portion of the job shared position for a reason other than that outlined in paragraph 9, the remaining employee shall assume the duties of the position on a regular basis. This shall continue until the remaining employee enters into a new job sharing arrangement, obtains other employment with the Company or leaves the employ of the Company.**
- 11. Prior to any employee entering into a job sharing arrangement, such employee shall be fully apprised of the terms and conditions of this Agreement by the Company.**

SCHEDULE H
LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING #1

SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN

The Purpose of the Plan


The purpose of the Supplementary Unemployment Benefit Plan (SUB) is to supplement employment insurance benefits paid to eligible employees of the Company by the Government of Canada during the initial seventeen (17) weeks of maternity leave.

Details of Supplementary Unemployment Benefit Plan

Eligible Employees	All regular employees who are members of the Bargaining Unit and are on the first seventeen (17) weeks of maternity leave.
Coverage	The Plan is to supplement the employment insurance (E.I.) benefits received by employees for the first seventeen (17) weeks of maternity leave.
Plan Conditions	<p>Employees must prove that they have applied for and are in receipt of E.I. benefits in order to receive payment under this Plan.</p> <p>The SUB is payable for the period during which an employee is not in receipt of E.I. if the only reason for non-receipt is the claimant is serving the two week waiting period.</p>
Benefit Level	The benefit level paid under this Plan is set at 85% of the employee's regular weekly earnings.
Benefit Period	The SUB benefit will be paid for a period of 17 weeks.
Effective Date	The effective date of the plan is as of January 1, 2001.
SUB Plan Financing	<p>The Plan is financed by the Company.</p> <p>SUB Payments will be kept separate from payroll records.</p>
Other Conditions	The Company will inform the Government of Canada in writing of any changes to the Plan within thirty (30) days of the effective date of the change.

Employees do not have the right to SUB payments except for supplementation of EI benefits for the unemployment period as specified in the Plan.

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 Plan.



UNION AGREED
November 4 - 2005
DATE



COMPANY AGREED

LETTER OF UNDERSTANDING #2

ARTICLE 16 - SHORT AND LONG TERM SICKNESS AND DISABILITY COVERAGE

16.01 This memorandum on Income Continuance is referred to in Article 16.01 of the collective agreement and is effective from January 1, **2005** to December 31, **2008**.

Income Continuance

All regular employees after three months service with the Company are eligible for income protection under the Maritime Electric Company, Limited Salary Continuation Programme as outlined below:

Short Term 4 Months Income Continuance	+	Long Term Income Continuance	Maritime Electric Co. Ltd. = Income Continuance Programme
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A. Short Term Income Continuance

Upon submission of a short term sick leave report form and, if requested by the Company, a medical doctor's certificate of disability, employees absent due to accident or sickness shall have their income continued by the Company from the first day of disability in accordance with the following schedule of protection:

- (i) First 3 months of employment:
- no payment
- (ii) From 3 months to 1 year of employment:
- 100% salary for 1 month
- 66-2/3% salary for 3 months
- (iii) From 1 to 2 years of employment:
- 100% salary for 2 months
- 66-2/3% salary for 2 months
- (iv) From 2 to 5 years of employment:
- 100% salary for 3 months
- 66-2/3% salary for 1 month
- (v) Over 5 years of employment:
- 100% salary for 4 months

The amount payable will be based on salary at the date employee became ill or disabled, where salary would be insurable earnings as defined under the Unemployment Insurance Act and Regulations.

Integration Clause

Full benefits are reinstated upon return to active, full time employment.

Medical Evidence Requirements

For continuance of income under the programme, a completed and signed short term sick leave report form will be required; however, **any absences from work due to illness or injury that are five days or longer must be supported by** a medical doctor's certificate of disability.

It is understood that an employee, with the approval of his/her doctor, may at any time during his/her short term disability be assigned to another position within his/her capability at no loss of pay.

Following each sickness, the employee shall notify his/her supervisor as soon as he/she knows the date and time he/she will be returning to work.

Exclusions and Limitations

1. Any benefits payable from the Short Term Income Continuance will be offset by disability benefits received from the following sources:

- Worker's Compensation
- Canada/Quebec Pension Plan
- Employer's Retirement Plan
- Quebec Automobile Insurance Act

2. Your Short Term Income Continuance will not pay benefits **to an employee:**

- **who is not under the care of a licensed physician;**
- **whose illness or injury is covered by Workers Compensation, the Canada Pension Plan or the Quebec Pension Plan;**
- **whose illness or injury is intentionally self-inflicted;**
- **whose illness or injury results from service in the armed forces;**
- **whose illness or injury results from war, participation in a riot or disorderly conduct;**
- **whose illness or injury occurs while on leave of absence;**
- **whose illness or injury results from committing a criminal offence;**
- **who is ill or injured during a strike or lockout at the place of employment (if the right of benefits is reinstated upon the employee's return to active employment);**
- **who is not receiving continuous treatment for the use of drugs or alcohol when the illness results from the employee's use of these substances;**
- **who, in the case of a recurring disability, is receiving benefits according to a reinstatement provision of a group long-term plan (provided the reinstatement period does not exceed 6 months);**
- **who is in receipt of maternity, parental or compassionate care benefits under the *EI Act*;**
- **who has plastic surgery solely for cosmetic purposes except where attributable to illness or injury;**
- **who receives a retirement pension for the same employer;**

- who receives accident benefits under a provincial automobile insurance plan that does not take income benefits payable by EI into account when paying their benefits. (At present, the Quebec Automobile Insurance Plan, the Ontario Motorist Protection Plan, the Automobile Insurance Plan of Saskatchewan and the Manitoba Autopac are acceptable);
- who is engaged in employment for wage or profit while receiving disability benefits;
- who is serving a prison sentence; and
- who is not entitled to income benefits payable by EI by reason of being outside of Canada.


UNION AGREED


COMPANY AGREED

November 4-2005
DATE

LETTER OF UNDERSTANDING #3



May 26, 2005

Mr. Ray McBride
IBEW Local 1432
326 Patterson Drive
Charlottetown PE C1A 8K4

Dear Mr. McBride:

RE: Clerical Cross-Training and Short Term Temporary Assignment

The purpose of this letter is to define the Company's plan for cross-training of employees in clerical positions.

Under the program, which is similar to the previous one, employees in clerical positions will be given the opportunity to train for other positions which are of interest to them. Upon successful completion of the cross-training, the employee's name will be placed on a roster of employees available for temporary assignment to the position for which they have been cross-trained and temporary assignments will be offered on a rotation basis from the roster.

In the event that temporary vacancies occur in positions for which no employees are cross-trained, the Company may, at its option fill the position with a temporary employee.

Yours truly,

MARITIME ELECTRIC

A handwritten signature in black ink that reads "Steven Loggie". The signature is written over the printed name "MARITIME ELECTRIC".

Steven Loggie
Manager, Finance and Customer Service

SDL24

A handwritten signature in black ink that reads "Ray McBride". The signature is written over a horizontal line.
Agreed _____ for IBEW

Schedule H cont'd...

LETTER OF UNDERSTANDING #4



November 4, 2005

Mr. Ray McBride
IBEW Local 1432
21 -26 Kensington Court
Charlottetown, PE C1A 8K4

Dear Mr. McBride:

Re: Layoffs / Redundancies


In event of any (i.e., one or more) layoffs / redundancies, for whatever reason, Maritime Electric will try to find alternative employment within Maritime Electric, or in the event that this is not possible, the Company will provide an early retirement or severance package to the affected employee(s). Maritime Electric will consult with IBEW Local 1432 throughout process and will endeavor to be fair to the affected employee(s). The IBEW Local 1432 will work with the Company to find alternative positions within the Company for those affected. It should be noted that layoffs / redundancies does not include termination for just cause.

Yours truly,

MARITIME ELECTRIC COMPANY, LIMITED



J. A. Lea
President & Chief Executive Officer



Agreed for IBEW

P.O. Box 1328, 180 Kent St., Charlottetown, P.E.I. C1A 7H2 Tel. 902-629-3799, fax 902-629-3665

Schedule H cont'd...

LETTER OF UNDERSTANDING #5

RE: ARTICLE 17 – EXTENDED HEALTH PLAN REVIEW

A joint committee of Union, Non Union and **Company** representatives will be structured to examine the present **Extended Health Plan**. The objective of this committee will be to rate the present benefit plan with other benefit plans of a similar nature, with a view to restructuring the present benefit plan or changing to a more suitable plan. The committee will be composed of two representatives from the Union, two representatives from the Employer and a representative of the non bargaining supervisory/technical staff. **The committee shall be provided all the relevant information necessary for it to carry out the benefit review, subject to applicable privacy legislation.** The committee will commence its investigation and study of the **Extended Health Plan** immediately upon signing of the Collective Agreement.

AGREED 
MARITIME ELECTRIC

AGREED 
IBEW 1432

DATE: November 4-2005

LETTER OF UNDERSTANDING #6



SHORT TERM SICK LEAVE REPORT

This form must be completed to support your claim for sick leave benefits. In addition, notification must be given to your Supervisor and a Medical Doctor's certificate produced in accordance with Company policies.

NAME: (Please print) _____

State duration of absence: Date(s): _____

If less than one day state hours from _____ to _____

_____ **Date** _____ **Supervisor**

Employee absence was caused by: Illness _____ **Accident** _____ **Other** _____

State nature of illness, accident or other _____

Was a doctor visited _____, **consulted** _____. **If so, when** _____

Name of doctor _____ **Address** _____

Were you confined to bed? _____ **to home?** _____

Notification of absence was communicated to: (Name) _____

by (Name) _____

Date and Time: _____

Other relevant facts: _____

I verify the correctness of the above answers and statements.

Date: _____

Employee's Signature: _____

Maritime Electric Company Limited

Hourly employees

Contract Numbers 22464 and 25664
Effective April 1, 2003

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General Information

About this booklet The information in this employee benefits booklet is important to you. It provides the information you need about the group benefits available through your employer's group contract with Sun Life Assurance Company of Canada (*Sun Life*), a member of the Sun Life Financial group of companies.

Your group benefits may be modified after the effective date of this booklet. You will receive written notification of changes to your group plan. The notification will supplement your group benefits booklet and should be kept in a safe place together with this booklet.

If you have any questions about the information in this employee benefits booklet, or you need additional information about your group benefits, please contact your employer.

The contract holder, [Maritime Electric Company Limited](#), has the sole legal and financial liability for the following benefits:

- Extended Health Care
- Emergency Travel Assistance
- Dental Care

Sun Life only acts as administrator on behalf of the contract holder for the above benefits. All other benefits are insured by Sun Life.

Eligibility To be eligible for group benefits, you must be a resident of Canada and meet the following conditions:

- you are a permanent employee.
- you are actively working for your employer at least 15 hours a week.

- you have completed the waiting period.

The waiting period for your group plan ends on the last day of the month in which you have completed **3 months** of continuous employment.

We consider you to be actively working if you are performing all the usual and customary duties of your job with your employer for the scheduled number of hours for that day. This includes scheduled non-working days and any period of continuous paid vacation of up to 3 months if you were actively working on the last scheduled working day. We do not consider you to be actively at work if you are receiving disability benefits or are participating in a partial disability or rehabilitation program.

Your dependents become eligible for coverage on the date you become eligible or the date they first become your dependent, whichever is later. You must apply for coverage for yourself in order for your dependents to be eligible.

Who qualifies as your dependent

Your dependent must be your spouse or your child and a resident of Canada or the United States.

Your spouse by marriage or under any other formal union recognized by law, or your partner of the opposite sex or of the same sex who has been publicly represented as your spouse for at least the last **year**, is an eligible dependent. You can only cover one spouse at a time.

Your children and your spouse's children (other than foster children) are eligible dependents if they are not married or in any other formal union recognized by law, and are under age 19.

A child who is a full-time student attending an educational institution recognized by the Canada Customs and Revenue Agency is also considered an eligible dependent until the age of 25 as long as the child is entirely dependent on you for financial support.

If a child becomes handicapped before the limiting age, we will continue coverage as long as:

- the child is incapable of financial self-support because of a physical or mental disability, and
- the child depends on you for financial support, and is not married nor in any other formal union recognized by law.

In these cases, you must notify Sun Life within 31 days of the date the child attains the limiting age. Your employer can give you more information about this.

Enrolment

You have to enrol to receive coverage. To enrol, you must request coverage in writing by supplying the appropriate enrolment information to your employer. For a dependent to receive coverage, you must request dependent coverage.

If you or your dependents are covered for comparable Extended Health Care or Dental Care coverage under this or another group plan, you may refuse this coverage under this plan. If, at a later date, the other coverage ends, you can enrol for coverage under this plan at that time.

Proof of good health will be required when you request Optional Life coverage for yourself and your spouse and any increase in that coverage. Coverage will not take effect before Sun Life approves the proof of good health.

When coverage begins

Your coverage begins on the date you become eligible for coverage.

If you are not actively working on the date coverage would normally begin, your coverage will not begin until you return to active work.

Dependent coverage begins on the date your coverage begins or the date you first have an eligible dependent, whichever is later.

However, for a dependent, other than a newborn child, who is hospitalized, coverage will begin when the dependent is discharged from hospital and is actively pursuing normal activities.

Once you have dependent coverage, any subsequent dependents will be covered automatically.

If you are not actively working on the date your spouse's Optional Life coverage would normally begin, then that coverage will not begin until you return to active work with your employer.

If there are additional conditions for a particular benefit, these conditions will appear in the appropriate benefit section later in this booklet.

Changes affecting your coverage

From time to time, there may be circumstances that change your coverage.

For example, your employment status may change, or your employer may change the group contract. Any resulting change in the coverage will take effect on the date of the change in circumstances.

The following exceptions apply if the result of the change is an increase in coverage:

- if proof of good health is required, the change cannot take effect before Sun Life approves the proof of good health.
- if you are not actively working when the change occurs or when Sun Life approves proof of good health, the change cannot take effect before you return to active work.
- if a dependent, other than a newborn child, is hospitalized on the date when the change occurs, the change in the dependent's coverage cannot take effect before the dependent is discharged and is actively pursuing normal activities.

Updating your records

To ensure that coverage is kept up-to-date, it is important that you report any of the following changes to your employer:

- change of dependents.
- change of name.
- change of beneficiary.

When coverage ends

As an employee, your coverage will end on the earlier of the following dates:

- the date your employment ends or you retire.
- the date you are no longer actively working.
- the end of the period for which premiums have been paid to Sun Life for your coverage.
- the date the group contract ends.

A dependent's coverage terminates on the earlier of the following dates:

- the date your coverage ends.
- the date the dependent is no longer an eligible dependent.
- the end of the period for which premiums have been paid for dependent coverage.

The termination of coverage may vary from benefit to benefit. For information about the termination of a specific benefit, please refer to the appropriate section of this employee benefits booklet.

However, if you die while covered by this plan, Extended Health Care and Dental Care coverage for your dependents will continue, without premiums, until the earlier of the following dates:

- 24 months after the date of your death.
- the date the person would no longer be considered your dependent under this plan if you were still alive.
- the date the benefit provision under which the dependent is covered terminates.

Continuation of coverage

When coverage would terminate because your employment ends or you are no longer actively working, you are entitled to continue coverage in the following circumstances as long as the employer's decision is applied equally to all employees within the same classification:

- if you are absent from work due to illness, coverage may be continued during the period of absence.

Also, coverage may be continued:

- during maternity or parental leave, but not more than the period required under the relevant legislation.
- during the notice period for termination of employment as required by relevant legislation.
- during the period you are temporarily laid off but only until the last day of the month following the month in which the lay-off starts.
- during the period you are granted a leave of absence until the last day of the 12th month in which the leave starts. The leave of absence cannot be because of illness, paid vacation, maternity or parental leave.
- during the period of strike or lockout if specifically agreed to by Sun Life.

Replacement coverage

The group contract will be interpreted and administered according to all applicable legislation and the guidelines of the Canadian Life and Health Insurance Association concerning the continuation of insurance following contract termination and the replacement of group insurance.

Sun Life will not be responsible for paying benefits if an insurer under a previous group contract is responsible for paying similar benefits.

If such legislation or guidelines require that Sun Life resume paying certain benefits because of a recurrence of an employee's total disability, Sun Life will resume payment at the same amount and for the remainder of the maximum benefit period.

Making claims

Sun Life is dedicated to processing your claims promptly and efficiently. You should contact your employer to get the proper form to make a claim. There are time limits for making claims. These limits are discussed in the appropriate sections of this employee benefits booklet. All claims must be made in writing on forms approved by Sun Life.

No legal action may be brought by you more than one year after the date we must receive your claim forms or more than one year after we stop paying disability benefits.

Proof of disability

From time to time, Sun Life can require that you provide us with proof of your total disability. If you do not provide this information within 90 days of the request, you will not be entitled to benefits.

Coordination of benefits

If you are covered for Extended Health Care or Dental Care under this plan and another plan, our benefits will be coordinated with the other plan following insurance industry standards.

These standards determine where you should send a claim first. Here are some guidelines:

- if you are claiming expenses for your spouse and the spouse is covered for those expenses under another plan, you must send the claim to your spouse's plan first.
- if you are claiming expenses for your children, and both you and your spouse have coverage under different plans, you must claim under the plan of the parent with the earlier birthday (month and day) in the calendar year. For example, if your birthday is May 1 and your spouse's birthday is June 5, you must claim under your plan first.
- the maximum amount that you can receive from all plans for eligible expenses is 100% of actual expenses.

Your employer can help you determine which plan you should claim from first.

Medical examination

We can require you to have a medical examination if you make a claim for benefits. We will pay for the cost of the examination. If you fail or refuse to have this examination, we will not pay any benefit.

Recovering overpayments

We have the right to recover all overpayments of benefits either by deducting from other benefits or by any other available legal means.

Definitions

Here is a list of definitions of some terms that appear in this employee benefits booklet. Other definitions appear in the benefit sections.

Accident An accident is a bodily injury that occurs solely as a direct result of a violent, sudden and unexpected action from an outside source.

Appropriate treatment Appropriate treatment is defined as any treatment that is performed and prescribed by a doctor or, when Sun Life believes it is necessary, by a medical specialist. It must be the usual and reasonable treatment for the condition and must be provided as frequently as is usually required by the condition. It must not be limited solely to examinations or testing.

Basic earnings Basic earnings are the salary you receive from your employer excluding any bonus, overtime or incentive pay.

Doctor A doctor is a physician or surgeon who is licensed to practice medicine where that practice is located.

Illness An illness is a bodily injury, disease, mental infirmity or sickness. Any surgery needed to donate a body part to another person which causes total disability is an illness.

Retirement date If you are totally disabled, your retirement date is your 65th birthday, unless you have actually retired before then.

We, our and us We, our and us mean Sun Life Assurance Company of Canada.

Extended Health Care (Medicare Supplement)

General description of the coverage

The contract holder has the sole legal and financial liability for this benefit. Sun Life only acts as administrator on behalf of the contract holder.

In this section, *you* means the employee and all dependents covered for Extended Health Care benefits.

Extended Health Care coverage pays for eligible services or supplies for you that are medically necessary for the treatment of an illness.

To qualify for this coverage you must be entitled to benefits under a provincial medicare plan or federal government plan that provides similar benefits.

An expense must be claimed for the benefit year in which the expense is incurred. You incur an expense on the date the service is received or the supplies are purchased or rented.

The benefit year is from [April 1](#) to [March 31](#).

Deductible

The deductible is the portion of claims that you are responsible for paying.

For prescription drugs there is a deductible of [\\$5](#) for each prescription or refill.

For other expenses, there is no deductible.

Prescription drugs

We will cover the cost of drugs and supplies that are prescribed in writing by a doctor or dentist and are obtained from a pharmacist.

For the following expenses you should use your drug card:

- medication listed in the Federal or Provincial Drug Schedules

which has a Drug Identification Number (DIN) and requires a prescription.

- injectable drugs and vitamins, insulin and allergy extracts with a DIN.
- preparations and compounds of which at least one ingredient is an eligible drug under this benefit.
- diabetic supplies (test strips, syringes, needles, alcohol and swabs).
- over-the-counter drugs if they have a DIN and are prescribed by a doctor.

You must submit a claim to Sun Life for reimbursement of vaccines and compound serums that require a prescription.

We will cover 100% of the cost of the above medicines and supplies after you pay the deductible.

For the above items, payments for any single purchase are limited to quantities that can reasonably be used in a 34 day period, or, in the case of the following maintenance drugs, in a 100 day period as ordered by a doctor:

antiasthmatics, antibiotics for acne, anticoagulants, anticonvulsants, antihypertensives, antiparkinsons, antituberculosis, cardiac agents, hypoglycaemic, medications for glaucoma, nonsteroidal anti-inflammatory drugs (NSAIDs), oestrogen, oral contraceptives, potassium replacements and thyroid agents.

We will not pay for the following, even when prescribed:

- infant formulas (milk and milk substitutes), minerals, proteins, vitamins and collagen treatment.
- the cost of giving injections, serums and vaccines.
- medicines obtained from a doctor or dentist.

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- treatments for weight loss, including drugs, proteins and food or dietary supplements.
 - hair growth stimulants.
 - intrauterine devices (IUDs).
 - varicose vein injections.
 - products to help you quit smoking, whether or not they require a prescription.
 - drugs for the treatment of infertility, whether or not they require a prescription.
 - drugs for the treatment of erectile dysfunction.

Generic limit Charges in excess of the lowest priced equivalent generic product are not covered unless the doctor specifies in writing that no substitution for the prescribed drug may be made.

Other health professionals allowed to prescribe drugs We reimburse certain drugs prescribed by other qualified health professionals the same way as if the drugs were prescribed by a doctor or a dentist if the applicable provincial legislation permits them to prescribe those drugs.

Hospital expenses in your province We will cover 100% of the costs for hospital care in the province where you live.

We will cover out-patient services in a hospital and the difference between the cost of a ward and a semi-private hospital room.

We will also cover the cost of room and board in a convalescent hospital if this care has been ordered by a doctor as long as:

- it follows at least 5 consecutive days of in-patient hospitalization,
- it begins within 14 days of release from the hospital, and
- it is primarily for rehabilitation.

For treatment of an illness due to the same or related causes, we will cover the difference between the cost of a ward and a semi-private hospital room.

For purposes of this plan, a *convalescent hospital* is a facility licensed to provide convalescent care and treatment for sick or injured patients on an in-patient basis. Nursing and medical care must be available 24 hours a day. It does not include a nursing home, rest home, home for the aged or chronically ill, sanatorium or a facility for treating alcohol or drug abuse.

A *hospital* is a facility licensed to provide care and treatment for sick or injured patients, primarily while they are acutely ill. It must have facilities for diagnostic treatment and major surgery. Nursing care must be available 24 hours a day. It does not include a nursing home, rest home, home for the aged or chronically ill, sanatorium, convalescent hospital or a facility for treating alcohol or drug abuse or beds set aside for any of these purposes in a hospital.

**Expenses out of
your province**

We will cover emergency medical services while you are outside the province where you live. We will also cover referred services.

An *emergency* is an acute, unexpected condition, illness, disease or injury that requires immediate assistance. We will pay 100% of the cost of qualified emergency services.

Referred services must be for the treatment of an illness and ordered in writing by a doctor located in the province where you live. We will pay 80% of the costs of referred services. Your provincial medicare plan must agree in writing to pay benefits for the referred services.

For both emergency services and referred services, we will cover the cost of:

- a semi-private hospital room.
- other hospital services provided outside of Canada.
- out-patient services in a hospital.

- the services of a doctor.

All referred services must be:

- obtained in Canada, if available, regardless of any waiting lists, and
- covered by the medicare plan in the province where you live.

However, if referred services are not available in Canada, they may be obtained outside of Canada.

We will only cover services obtained within 60 days of the date you leave the province where you live. If hospitalization occurs within this period, in-patient services are covered until the date you are discharged.

Emergency services Expenses incurred for emergency services outside the province where you live and outside Canada are subject to a lifetime maximum of **\$1,000,000** per person or, if lower, any other applicable lifetime maximum.

Referred services Expenses incurred for referred services outside the province where you live and outside Canada are subject to a lifetime maximum of **\$10,000** per person or, if lower, any other applicable lifetime maximum.

Medical services and equipment We will cover **80%** of the costs for the medical services listed below when ordered by a doctor (the services of a dentist do not require a doctor's order).

- out-of-hospital private duty nurse services when medically necessary. Services must be for nursing care, and not for custodial care. The private duty nurse must be a nurse, or nursing assistant who is licensed, certified or registered in the province where you live and who does not normally live with you. The services of a registered nurse are eligible only when someone with lesser qualifications can not perform the duties. There is a limit of \$5,000 per person in any 12 month period and a lifetime maximum of \$25,000 per person.
- transportation in a licensed ambulance, if medically necessary,

that takes you to and from the nearest hospital that is able to provide the necessary medical services. Expenses incurred outside Canada for emergency services will be paid based on the conditions specified above for emergency services under *Expenses out of your province*.

- transportation in a licensed air ambulance, if medically necessary, that takes you to the nearest hospital that provides the necessary emergency services. Expenses incurred outside Canada for emergency services will be paid based on the conditions specified above for emergency services under *Expenses out of your province*.
- laboratory tests performed by a commercial laboratory for the diagnosis of an illness. Tests performed in a doctor's office or pharmacy are not covered.
- dental services, including braces and splints, to repair damage to natural teeth caused by an accidental blow to the mouth that occurs while you are covered. These services must be received within 12 months of the accident. We will not cover more than the fee stated in the Dental Association Fee Guide for a general practitioner in the province where the employee lives. The guide must be the current guide at the time that treatment is received.
- wigs following chemotherapy or necessary due to a total hair loss from alopecia totalis, up to a lifetime maximum of \$250 per person. Wigs do not require a doctor's order.
- equipment rented, or purchased at our request, that is for temporary therapeutic use. For expenses incurred for a wheelchair, coverage is limited to the use of a manual wheelchair, except if the person's medical condition warrants the use of an electric wheelchair.
- casts, splints, trusses, braces or crutches.
- breast prostheses required as a result of surgery, up to a maximum of \$200 per person in a benefit year.

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- surgical brassieres required as a result of surgery, up to a maximum of 2 brassieres per person in a benefit year.
 - artificial limbs and eyes, excluding myoelectric appliances.
 - stump socks, up to a maximum of 5 pairs per person in a benefit year.
 - elastic support stockings, including pressure gradient hose, up to a maximum of 2 pairs per person in a benefit year.
 - custom-made orthotic inserts for shoes, when prescribed by a doctor, podiatrist or chiropodist, up to a maximum of \$70 per person in a benefit year.
 - custom-made orthopaedic shoes or modifications to orthopaedic shoes when prescribed by a doctor, podiatrist or chiropodist, up to a maximum of \$200 per person in a benefit year.
 - hearing aids prescribed by an ear, nose and throat specialist, up to a maximum of \$500 per person over a period of 4 benefit years. Repairs are included in this maximum.
 - colostomy supplies.
 - radiotherapy or coagulotherapy.
 - oxygen, plasma and blood transfusions.
 - diabetic equipment including blood glucose monitors, Autolets/Monolets or Medinjectors up to a maximum of \$700 per person over a period of 5 benefit years.

Paramedical services

We will cover 80% of the costs for licensed physiotherapists, subject to a maximum of 20 visits per person in any 12 month period.

Contact lenses or eyeglasses

We will cover the cost of contact lenses, eyeglasses, sunglasses or safety glasses. Contact lenses, eyeglasses, sunglasses or safety glasses must be prescribed by an ophthalmologist or licensed optometrist and are obtained from an ophthalmologist, licensed optometrist or optician.

We will cover 80% of these costs up to a maximum of \$100 in any 12 month period for a person under age 19 or in any 24 month period for any other person. However, if only contact lenses can improve eyesight to the level of 20/40, the maximum for contact lenses is \$200 in any 12 month period for a person under age 19 or in any 24 month period for any other person.

We will not pay for magnifying glasses of any kind or laser eye correction surgery.

When coverage ends Extended Health Care coverage will end when the employee retires. For information about your group benefits after retirement, please contact your employer.

Payments after coverage ends If you are totally disabled when your coverage ends, benefits will continue for expenses that result from the illness that caused the total disability if the expenses are incurred:

- during the uninterrupted period of total disability,
- within 90 days of the end of coverage, and
- while this provision is in force.

For the purpose of this provision, an employee is totally disabled if prevented by illness from performing any occupation the employee is or may become reasonably qualified for by education, training or experience, and a dependent is totally disabled if prevented by illness from performing the dependent's normal activities.

If the Extended Health Care benefit terminates, coverage for dental services to repair natural teeth damaged by an accidental blow will continue, if the accident occurred while you were covered, as if the benefit were still in effect.

What is not covered We will not pay for the costs of:

- services or supplies payable in whole or in part under any government-sponsored plan or program, except for user fees, extra billing, and other expenses in excess of those payable under

the government-sponsored plan or program, if the legislation allows their payment under private plans.

- services or supplies to the extent that their costs exceed the reasonable and usual rates in the locality where the services or supplies are provided.
- equipment that Sun Life considers ineligible (examples of this equipment are orthopaedic mattresses, exercise equipment, air-conditioning or air-purifying equipment, whirlpools, humidifiers, and equipment used to treat seasonal affective disorders).
- any services or supplies that are not usually provided to treat an illness, including experimental treatments.
- services or supplies for which no charge would have been made in the absence of this coverage.

We will not pay benefits when the claim is for an illness resulting from:

- the hostile action of any armed forces, insurrection or participation in a riot or civil commotion.
- participation in a criminal offence.

When and how to make a claim

To make a claim, complete the claim form that is available from your employer.

In order for you to receive benefits, we must receive the claim no later than 90 days after the earlier of:

- the end of the benefit year during which you incur the expenses, or
- the end of your Extended Health Care coverage.

Emergency Travel Assistance

General description of the coverage

The contract holder has the sole legal and financial liability for this benefit. Sun Life only acts as administrator on behalf of the contract holder.

In this section, *you* means the employee and all dependents covered for Emergency Travel Assistance benefits.

If you are faced with a medical emergency when travelling outside of the province where you live, Worldwide Assistance Services Inc. can help.

An *emergency* is an acute, unexpected condition, illness, disease or injury that requires immediate assistance.

This benefit, called **Medi-Passport**, supplements the emergency portion of your Extended Health Care coverage. It only covers services that you obtain within 60 days of leaving the province where you live. If hospitalization occurs within this time period, in-patient services are covered until you are discharged.

The Medi-Passport coverage is subject to any maximum applicable to the emergency portion of the Extended Health Care benefit.

We recommend that you bring your **Medi-Passport** card with you when you travel. It contains telephone numbers and the information needed to confirm your coverage and receive assistance.

Getting help

If it is possible, you or someone with you must contact a Worldwide Assistance Coordination Centre and receive approval before any services are provided. If contact cannot be made before services are provided, contact should be made as soon as possible afterwards.

Access to a fully staffed coordination centre is available 24 hours a day. Please consult the telephone numbers on the Medi-Passport card.

Worldwide Assistance may arrange for:

On the spot medical assistance

Worldwide Assistance will provide referrals to physicians, pharmacists and medical facilities.

As soon as Worldwide Assistance is notified that you have a medical emergency, its staff, or a physician designated by Worldwide Assistance, will, when necessary, attempt to establish communications with the attending medical personnel to obtain an understanding of the situation and to monitor your condition. If necessary, Worldwide Assistance will also guarantee or advance payment of the expenses incurred to the provider of the medical service.

Worldwide Assistance will provide translation services in any major language that may be needed to communicate with local medical personnel.

Worldwide Assistance will transmit an urgent message from you to your home, business or other location. Worldwide Assistance will keep messages to be picked up in its offices for up to 15 days.

Transportation home or to a different medical facility

Worldwide Assistance may determine, in consultation with an attending physician, that it is necessary for you to be transported under medical supervision to a different hospital or treatment facility or to be sent home.

In these cases, Worldwide Assistance will arrange, guarantee, and if necessary, advance the payment for your transportation.

Based on medical factors, a physician designated by Worldwide Assistance will make the final decision whether you should be moved, when, how and to where you should be moved and what medical equipment, supplies and personnel are needed.

Meals and accommodations expenses

If your return trip is delayed or interrupted due to a medical emergency or the death of a person you are travelling with who is also covered by this benefit, Worldwide Assistance will arrange for your meals and accommodations at a commercial establishment. We will pay a maximum of \$150 a day for each person for up to 7 days.

Worldwide Assistance will arrange for meals and accommodations at a commercial establishment, if you have been hospitalized due to a medical emergency while away from the province where you live and have been released, but, in the opinion of Worldwide Assistance, are not yet able to travel. We will pay a maximum of \$150 a day for up to 5 days.

Travel expenses home if stranded

Worldwide Assistance will arrange and, if necessary, advance funds for transportation to the province where you live:

- for you, if due to a medical emergency, you have lost the use of a ticket home because you or a dependent had to be hospitalized as an in-patient, transported to a medical facility or repatriated; or
- for a child who is under the age of 16, or mentally or physically handicapped, and left unattended while travelling with you when you are hospitalized outside the province where you live, due to a medical emergency.

If necessary, in the case of such a child, Worldwide Assistance will also make arrangements and advance funds for a qualified attendant to accompany them home. The attendant is subject to the approval of you or a member of your family.

We will pay a maximum of the cost of the transportation minus any redeemable portion of the original ticket.

Travel expenses of family members

Worldwide Assistance will arrange and, if necessary, advance funds for one round-trip economy class ticket for a member of your immediate family to travel from their home to the place where you are hospitalized if you are hospitalized for more than 7 consecutive days, and:

- you are travelling alone, or
- you are travelling only with a child who is under the age of 16 or mentally or physically handicapped.

We will pay a maximum of \$150 a day for the family member's meals and accommodations at a commercial establishment up to a maximum of 7 days.

Repatriation	If you die while out of the province where you live, Worldwide Assistance will arrange for all necessary government authorizations and for the return of your remains to the province where you live in a container approved for transportation. We will pay a maximum of \$5,000 per return.
Vehicle return	Worldwide Assistance will arrange and, if necessary, advance funds up to \$500 for the return of a private vehicle to the province where you live or a rental vehicle to the nearest appropriate rental agency if death or a medical emergency prevents you from returning the vehicle.
Lost luggage or documents	If your luggage or travel documents become lost or stolen while you are travelling outside of the province where you live, Worldwide Assistance will attempt to assist you by contacting the appropriate authorities and by providing directions for the replacement of the luggage or documents.
Coordination of coverage	<p>If you are covered under this group plan and certain other plans, we will coordinate payments with the other plans in accordance with guidelines adopted by the Canadian Life and Health Insurance Association.</p> <p>The plan from which you make the first claim will be responsible for managing and assessing the claim. It has the right to recover from the other plans the expenses that exceed its share.</p>
Limits on advances	<p>Advances will not be made for requests of less than \$200. Requests in excess of \$200 will be made in full up to a maximum of \$10,000.</p> <p>The maximum amount advanced will not exceed \$10,000 per person per trip unless this limit will compromise your medical care.</p>
Reimbursement of expenses	<p>If, after obtaining confirmation from Worldwide Assistance that you are covered and a medical emergency exists, you pay for services or supplies that were eligible for advances, Sun Life will reimburse you.</p> <p>To receive reimbursement, you must provide Sun Life with proof of the expenses within 30 days of returning to the province where you live. Your employer can provide you with the appropriate claim form.</p>

Your responsibility for advances

You will have to reimburse Sun Life for any of the following amounts advanced by Worldwide Assistance:

- any amounts which are or will be reimbursed to you by your provincial medicare plan.
- that portion of any amount which exceeds the maximum amount of your coverage under this plan.
- amounts paid for services or supplies not covered by this plan.
- amounts which are your responsibility, such as deductibles and the percentage of expenses payable by you.

Sun Life will bill you for any outstanding amounts. Payment will be due when the bill is received. You can choose to repay Sun Life over a 6 month period, with interest at an interest rate established by Sun Life from time to time. Interest rates may change over the 6 month period.

Limits on Emergency Travel Assistance coverage

There are countries where Worldwide Assistance is not currently available for various reasons. For the latest information, please call Worldwide Assistance before your departure.

Worldwide Assistance reserves the right to suspend, curtail or limit its services in any area, without prior notice, because of:

- a rebellion, riot, military up-rising, war, labour disturbance, strike, nuclear accident or an act of God.
- the refusal of authorities in the country to permit Worldwide Assistance to fully provide service to the best of its ability during any such occurrence.

Worldwide Assistance will not provide services in the province where you live, or during any trip taken for the purpose of seeking medical attention.

**Liability of Sun Life
or Worldwide
Assistance**

Neither Sun Life nor Worldwide Assistance will be liable for the negligence or other wrongful acts or omissions of any physician or other health care professional providing direct services covered under this group plan.

Dental Care

**General description
of the coverage**

The contract holder has the sole legal and financial liability for this benefit. Sun Life only acts as administrator on behalf of the contract holder.

In this section, *you* means the employee and all dependents covered for Dental Care benefits.

Dental Care coverage pays for eligible expenses that you incur for dental procedures provided by a licensed dentist, denturist, dental hygienist and anaesthetist while you are covered by this group plan.

For each dental procedure, we will only cover reasonable expenses. We will not cover more than the fee stated in the Dental Association Fee Guide for general practitioners in the province where the employee lives, regardless of where the treatment is received. Payments will be based on the current guide at the time the treatment is received.

When a fee guide is not published for a given year, the term *fee guide* may also mean an adjusted fee guide established by Sun Life.

When deciding what we will pay for a procedure, we will first find out if other or alternate procedures could have been done. These alternate procedures must be part of usual and accepted dental work and must obtain as adequate a result as the procedure that the dentist performed. We will not pay more than the reasonable cost of the least expensive alternate procedure.

If you receive any temporary dental service, it will be included as part of the final dental procedure used to correct the problem and not as a separate procedure. The fee for the permanent service will be used to determine the usual and reasonable charge for the final dental service.

An expense must be claimed for the benefit year in which the expense is incurred. You incur an expense on the date your dentist performs a single appointment procedure. For procedures which take more than

one appointment, you incur an expense once the entire procedure is completed.

The benefit year is from **April 1** to **March 31**.

Deductible

The deductible is the portion of claims that you are responsible for paying.

The deductible is **\$50** each benefit year for each person, up to a maximum of **\$50** per family.

After the deductible has been paid, claims will be paid up to the percentage of coverage under this plan.

Benefit year maximum

We will not pay more than **\$1,000** per person for each benefit year for Preventive and Basic dental procedures combined.

If your coverage starts in the second half of a benefit year, the maximum amount for that benefit year will be reduced by 50%.

Predetermination

We suggest that you send us an estimate, before the work is done, for any major treatment or any procedure that will cost more than \$500. You should send us a completed dental claim form that shows the treatment that the dentist is planning and the cost. Both you and the dentist will have to complete parts of the claim form. We will tell you how much of the planned treatment is covered. This way you will know how much of the cost you will be responsible for before the work is done.

Preventive dental procedures

Your dental benefits include procedures used to help prevent dental problems. They are procedures that a dentist performs regularly to help maintain good dental health.

We will pay **80%** of the eligible expenses for these procedures after you pay the deductible.

Oral examinations

1 complete examination every 24 months.

1 recall examination every 12 months

Emergency or specific examinations.

<i>X-rays</i>	<p>1 complete series of x-rays or 1 panorex every 24 months.</p> <p>1 set of bitewing x-rays every 12 months.</p> <p>X-rays to diagnose a symptom or examine progress of a particular course of treatment.</p>
<i>Other services</i>	<p>Required consultations with another dentist.</p> <p>Polishing (cleaning of teeth). Limited to 1 unit of 15 minutes of cleaning every 12 months.</p> <p>Topical fluoride treatment once every 12 months.</p> <p>Emergency or palliative services.</p> <p>Diagnostic tests and laboratory examinations.</p> <p>Removal of impacted teeth and related anaesthesia.</p> <p>Provision of space maintainers for missing primary teeth.</p> <p>Pit and fissure sealants.</p> <p>Oral hygiene instruction once every 12 months.</p>
Basic dental procedures	<p>Your dental benefits include procedures used to treat basic dental problems. Some examples are filling cavities and extracting teeth.</p> <p>We will pay 80% of the eligible expenses for these procedures after you pay the deductible.</p>
<i>Fillings</i>	Amalgam, composite, acrylic or equivalent.
<i>Extraction of teeth</i>	Removal of teeth, except removal of impacted teeth (<i>Preventive dental procedures</i>).
<i>Basic restorations</i>	Prefabricated metal restorations and repairs to prefabricated metal restorations, other than in conjunction with the placement of permanent crowns.

<i>Endodontics</i>	Root canal therapy and root canal fillings, and treatment of disease of the pulp tissue.
<i>Periodontics</i>	Treatment of disease of the gum and other supporting tissue.
<i>Oral surgery</i>	Surgery and related anaesthesia, other than the removal of impacted teeth (<i>Preventive dental procedures</i>).
When coverage ends	Dental Care coverage will end when the employee retires. For information about your group benefits after retirement, please contact your employer.
Payments after coverage ends	If the Dental Care benefit terminates, you will still be covered for procedures to repair natural teeth damaged by an accidental blow if the accident occurred while you were covered, and the procedure is performed within 12 months after the date of the accident.
What is not covered	<p>We will not pay for services or supplies payable in whole or in part under any government-sponsored plan or program, except for user fees, extra billing, and other expenses in excess of those payable under the government-sponsored plan or program, if the legislation allows their payment under private plans.</p> <p>We will not pay for services or supplies that are not usually provided to treat a dental problem.</p> <p>We will not pay for:</p> <ul style="list-style-type: none">■ procedures performed primarily to improve appearance.■ the replacement of dental appliances that are lost, misplaced or stolen.■ charges for appointments that you do not keep.■ charges for completing claim forms.■ services or supplies for which no charge would have been made in the absence of this coverage.■ supplies usually intended for sport or home use, for example,

mouthguards.

- procedures or supplies used in full mouth reconstructions (capping all of the teeth in the mouth), vertical dimension corrections (changing the way the teeth meet) including attrition (worn down teeth), alteration or restoration of occlusion (building up and restoring the bite), or for the purpose of prosthetic splinting (capping teeth and joining teeth together to provide additional support).
- implants and transplants, and repositioning of the jaw.
- experimental treatments.

We will also not pay for dental work resulting from:

- the hostile action of any armed forces, insurrection or participation in a riot or civil commotion.
- teeth malformed at birth or during development.
- participation in a criminal offence.

When and how to make a claim

To make a claim, complete the claim form that is available from your employer. The dentist will have to complete a section of the form.

In order for you to receive benefits, we must receive a claim no later than 90 days after the earlier of:

- the end of the benefit year during which you incur the expenses, or
- the end of your Dental Care coverage.

We can require that you give us the dentist's statement of the treatment received, pre-treatment x-rays and any additional information that we consider necessary.

Long-Term Disability

General description of the coverage

Long-Term Disability coverage provides a benefit to you if you are totally disabled. You qualify for this benefit if you provide proof of claim acceptable to Sun Life that:

- you became totally disabled while covered, and
- you have been following appropriate treatment for the disability since its onset.

For your Long-Term Disability coverage,

- during the elimination period and the following 24 months (this period is known as the **own occupation period**), you will be considered totally disabled while you are continuously unable due to an illness to do the essential duties of your own occupation, and
- afterwards, you will be considered totally disabled if you are continuously unable due to an illness to do any occupation for which you are or may become reasonably qualified by education, training or experience.

If you have 35 or more years of employment with your employer, you will be considered totally disabled while you are prevented by illness from performing the essential duties of your own occupation.

If you must hold a government permit or licence to perform your own occupation and your permit or licence is withdrawn or not renewed solely for medical reasons, we will consider you totally disabled for up to 12 months after the end of the elimination period. You cannot be working other than in a Sun Life approved partial disability or rehabilitation program.

Benefits are paid at the end of each month and are based on your coverage on the date you became totally disabled.

When disability payments begin

If you are totally disabled for part of any month, we will pay 1/30 of the monthly benefit for each day you are totally disabled.

Your Long-Term Disability payments begin after you have been totally disabled for an uninterrupted period of **119 days** or after the last day benefits are payable under any short-term disability, loss of income or other salary continuation plan, whichever is later.

This period, which must be completed before disability benefits become payable, is the **elimination period**.

If you become totally disabled during a lay-off or approved leave and your coverage continues during this time, you will be eligible for benefit payments following your recall or scheduled return to full-time work with your employer. You must have been totally disabled for an uninterrupted period of **119 days** and still be totally disabled on the date you are recalled or scheduled to return to full-time work with your employer.

What we will pay

Here is how we calculate your Long-Term Disability payments.

Step 1: We take **60%** of your monthly basic earnings up to a maximum of **\$3,000**.

Step 2: We subtract any income provided to you:

- for the same or a subsequent disability under any government-sponsored plan, excluding dependent benefits, employment insurance benefits and automatic cost-of-living increases under any government-sponsored plan that occur after benefits begin.
- for the same or a subsequent disability under any Workers' Compensation Act or similar law, excluding automatic cost-of-living increases that occur after benefits begin.
- under a motor vehicle insurance plan which provides disability benefits to the extent that the law does not prohibit such a deduction.

- under a group plan, including any coverage resulting from your membership in an association of any kind.
- under a retirement or pension plan funded in whole or in part by the employer, as a result of your disability or a medical condition.

The result from Step 2 is the amount you will normally receive.

If this amount plus the above sources of income and all the additional sources of income listed below exceeds 85% of your pre-disability basic earnings, we will reduce your Long-Term Disability payment by the excess. If your benefit is non-taxable, the maximum will be 85% of your pre-disability basic earnings after income tax.

Additional sources of income provided to you:

- under any government-sponsored plan on behalf of a dependent for the same and a subsequent disability, excluding employment insurance benefits or automatic cost-of-living increases under any government-sponsored plan that occur after benefits begin.
- under any Workers' Compensation Act or similar law for another disability, excluding any automatic cost-of-living increases that occur after benefits begin.
- under any Criminal Injuries Compensation Act or similar law, where allowed by law.

If you are eligible for any of the income amounts above and do not apply for them, we will still consider them part of your income. We can estimate those benefits and use those amounts when we calculate your payments.

If you receive any of the income amounts above in a lump sum, we will determine the equivalent compensation this represents on a monthly basis using generally accepted accounting principles.

We will not take into account:

- any benefits that began before your disability began. However,

increases in those benefits as a result of your disability will be taken into account.

- any income amount provided to you by your employer as contribution to your retirement savings.

We have the right to adjust your benefit payments when necessary.

Partial disability program

You may be required to participate in a partial disability program approved by Sun Life in writing.

After you are eligible for Long-Term Disability payments, you may be considered for a partial disability program in which you return to your own occupation for a reduced number of hours per week.

During your partial disability program, you can receive a salary from your employer for the hours worked. However, your Long-Term Disability payments will be reduced by the percentage of your normal work week that you are now working for your employer.

During your partial disability program your total income from all sources cannot exceed 100% of your pre-disability basic earnings, indexed for inflation (less provincial and federal income taxes if your benefit is non-taxable). If this is the case, your Long-Term Disability payments will be further reduced by the excess.

Your participation in a partial disability program will be limited to the own occupation period.

Rehabilitation program

You may be required to participate in a rehabilitation program approved by Sun Life in writing.

It may include the involvement of our rehabilitation specialist, part-time work, working in another occupation or vocational training to help you become capable of full-time employment.

Sun Life is under no obligation to approve or continue a rehabilitation program for an employee. We will consider such factors as financial considerations and our opinion on the merits of rehabilitation.

During your rehabilitation program, you may receive your Long-Term Disability payments plus income from other sources. However, if during any month your total income is more than 100% of your pre-disability basic earnings, indexed for inflation (less provincial and federal income taxes if your benefit is non-taxable), your Long-Term Disability payments will be reduced by the excess.

You should consider participating in a rehabilitation program as soon as possible after becoming totally disabled. If you enter a rehabilitation program during the elimination period, it will not be considered an interruption of the elimination period.

Interrupted periods of disability during elimination period

Interrupted periods of total disability due to the same or related causes occurring before the elimination period has been completed are treated as one period of disability and are accumulated to complete the elimination period as long as this benefit is in force and all of the following conditions are met:

- the initial period of total disability lasts for at least 30 days without interruption.
- afterwards, there is no interruption of more than 30 days.
- each period of total disability is completed within 12 months after the start of the elimination period, or as approved by Sun Life in advance in cases where the elimination period is 365 days or more.

The difference between your normal number of scheduled hours and the number of hours actually worked is credited towards the elimination period.

If the Long-Term Disability benefit terminates, any balance of the elimination period must subsequently be completed by uninterrupted total disability.

Interrupted periods of disability after payments begin

If you had a total disability for which we paid Long-Term Disability benefits and total disability occurs again due to the same or related causes, we will consider it a continuation of your previous disability if it occurs within 6 months of the end of your previous disability. You must be covered when total disability reoccurs.

These benefits will be based on your coverage as it existed on the original date of total disability.

If you recover damages from another person

We have the right to part of any money you recover through legal action or settlement from another person, organization or company who caused your disability.

If you decide to take legal action, you must comply with the applicable terms of the group contract concerning legal action.

If you recover money, you must pay us 75% of your net recovery or the total disability income benefits paid or payable to you under this plan, whichever is less. Your net recovery does not include your legal costs. Seventy-five percent of your net recovery must be held in trust for us.

We have the right to withhold or discontinue disability income payments if you refuse or fail to comply with any of these terms.

Your responsibilities

During your total disability, you must make reasonable efforts to:

- recover from your disability, including participating in any reasonable treatment or rehabilitation program and accepting any reasonable offer of modified duties from your employer.
- return to your own occupation during the first 24 months that benefits are payable.
- obtain training in order to qualify for another occupation if it becomes apparent that you will not be able to return to your own occupation within the first 24 months that benefits are payable.
- try to obtain work in another occupation after the first 24 months that benefits are payable.

- obtain benefits that may be available from other sources.

If you do not, Sun Life may hold back or discontinue benefits.

Waiver of premium Your Long-Term Disability premiums will be waived while you are receiving Long-Term Disability benefits.

When payments end Your Long-Term Disability payments end on the earlier of the following dates:

- the date you are no longer totally disabled.
- the last day of the month in which you reach age 65.
- the last day of the month in which you retire with a pension or are eligible to retire with a full pension or a full pension equivalent.
- the last day of the month in which you die.

When coverage ends Long-Term Disability coverage will end on the day you reach age 65 less the elimination period of **119 days** or the day you retire, whichever is earlier.

Payments after coverage ends If the Long-Term Disability benefit terminates while you are totally disabled, you are entitled to continue receiving payments, as long as your total disability is uninterrupted, as if the benefit were still in effect.

What is not covered We will not pay benefits for any period:

- you are not receiving appropriate treatment.
- that you do any work for wage or profit except as approved by Sun Life.
- you are not participating in an approved partial disability or rehabilitation program, if required by Sun Life.
- you are on a leave of absence, strike or lay-off, except where specifically agreed to by Sun Life.

-
- you are absent from Canada longer than 4 months due to any reason, unless Sun Life agrees in writing in advance to pay benefits during the period.
 - you are serving a prison sentence or are confined in a similar institution.

We will not consider you totally disabled if your disability results from drug or alcohol abuse. However, this limitation will not apply while you are participating in a Sun Life approved treatment program or you have an organic disease which would cause total disability even if drug and alcohol abuse ended.

We will not pay benefits during a maternity and/or parental leave allowed by law or agreed to with your employer. Maternity leave agreed to with your employer will begin on the date you and your employer have agreed will be the start of your leave or the date the child is born, whichever is earlier. The leave will end on the date you and your employer have agreed that you will return to active, full-time work or the actual date you return to active, full-time work, whichever is earlier. Parental leave is the period of time that you and your employer have agreed on.

We will not pay benefits for total disability resulting from:

- the hostile action of any armed forces, insurrection or participation in a riot or civil commotion.
- intentionally self-inflicted injuries or attempted suicide, while sane or insane.
- participation in a criminal offence.

When and how to make a claim

To make a claim, complete the Notice of Claim for Group Long-Term Disability Benefits that is available from your employer.

We must receive notice of claim on the earlier of the following dates:

- 90 days after the total disability begins.

- within 90 days of the termination of this Long-Term Disability benefit.

Part of the application process will include filling out claim forms that give us as many details about the claim as possible. You, the attending doctor and your employer will all have to complete claim forms.

In order to receive benefits, we must receive these forms no later than 90 days after the end of the elimination period.

We will assess the claim and send you or your employer a letter outlining our decision.

From time to time, Sun Life can require that you provide us with proof of your total disability. If you do not provide this information within 90 days of this request, you will not be entitled to benefits.

Life Coverage

General description of the coverage	Your Life coverage provides a benefit for your beneficiary if you die while covered. Your dependent's Life coverage provides a benefit if one of your dependents dies while covered.
Basic Life coverage for you	
<i>Amount</i>	Your Life benefit is 2 times your annual basic earnings, rounded to the next higher \$1,000. The maximum amount of coverage is \$300,000.
<i>Reduction</i>	Your benefit will reduce to: <ul style="list-style-type: none">■ 50% when you reach age 65.■ 25% when you reach age 70. The maximum benefit is \$10,000.
<i>Coverage ends</i>	Your coverage will end when you retire. For information about your group benefits after retirement, please contact your employer.
Optional Life coverage for you	
<i>Amount</i>	You can choose coverage in units of \$10,000. The maximum amount of coverage is \$400,000.
<i>Coverage ends</i>	Your coverage will end when you retire or reach age 65, whichever is earlier.
Optional Life coverage for your spouse	
<i>Amount</i>	You can choose Optional Life coverage for your spouse in units of \$10,000 up to a maximum of \$250,000.
<i>Coverage ends</i>	Optional coverage for your spouse will end when you retire or reach age 65, or when your spouse reaches age 65, whichever is earlier.

Optional Life coverage for your children

Amount You can choose Optional Life coverage for your child in units of \$5,000 up to a maximum of \$10,000.

Coverage ends Optional coverage for your child will end when you retire or reach age 65, whichever is earlier.

Who we will pay

If you die while covered, Sun Life will pay the full amount of your benefit to your last named beneficiary on file with Sun Life.

If you have not named a beneficiary, the benefit amount will be paid to your estate. Anyone can be your beneficiary. You can change your beneficiary at any time, unless a law prevents you from doing so or you indicate that the beneficiary is not to be changed.

If a dependent child dies, Sun Life will pay you the benefit for that dependent.

For your spouse's optional coverage, Sun Life will pay you the benefit for your spouse.

Suicide

If you or your spouse have any optional coverage that has been in effect for less than 2 years, we will not pay benefits if death is by suicide, while sane or insane. However, we will refund all applicable Life coverage premiums that have been paid.

Coverage during total disability

If you become totally disabled before you retire or reach age 65, whichever is earlier, Life coverage may continue without the payment of premiums as long as you are totally disabled. This continued coverage is subject to the terms of the contract which were in effect on the date you became totally disabled, including reductions and terminations.

Sun Life must receive proof of your total disability within 12 months of the date the disability begins. After that, we can require ongoing proof that you are still totally disabled.

If proof of total disability is approved after an individual insurance

policy becomes effective as a result of converting the group Life coverage, the group Life coverage will be reduced by the amount of the individual insurance policy, unless the individual insurance policy is exchanged for a refund of premiums.

Total disability must continue for:

- an uninterrupted period of 6 months, or
- the elimination period for Long-Term Disability, whichever is shorter.

This coverage, including Optional Life coverage will continue without payment of premiums, from the date total disability begins, until the date you cease to be totally disabled or the date you fail to give Sun Life proof of your continued total disability, whichever is earlier.

Dependent Life or Spousal Optional Life coverage will also continue without payment of premiums, as long as your Life coverage is continued without payment of premiums, but not after the Dependent Life or Spousal Optional Life benefit is terminated.

For the purposes of your Life coverage, you will be considered totally disabled if you are prevented by illness from performing any occupation you are or may become reasonably qualified for by education, training or experience. However, if you are totally disabled under the Long-Term Disability benefit, you are also considered to be totally disabled under the Life benefit.

Converting Life coverage

If your Life coverage ends or reduces for any reason other than your request, you may apply to convert the group Life coverage to an individual Life policy with Sun Life without providing proof of good health.

If your spouse's Life coverage ends for any reason other than your request, your spouse may apply to convert the group Life coverage to an individual Life policy with Sun Life without providing proof of good health.

The request must be made within 31 days of the reduction or end of the

Life coverage.

There are a number of rules and conditions in the group contract that apply to converting this coverage, including the maximum amount that can be converted. Please contact your employer for details.

**When and how to
make a claim**

Claims for Life benefits must be made as soon as reasonably possible. Claim forms are available from your employer.

This group plan arranged by:
Group Benefits Customer Care Centre
1-800-361-2128



**Registered Retirement
Savings Plan**

Employee Information Manual

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INTRODUCTION

The information made available in this manual is provided as a service to Maritime Electric employees. The information provided is updated frequently and is believed to be accurate; however, employees intending to rely on any of the information provided herein should first confirm the accuracy of such information with the Payroll or Human Resource Departments at Maritime Electric. It is recommended that each employee seek legal or professional advice before completing any transactions within their respective RRSP.

Maritime Electric, its employees, officers and directors **shall not** be held liable for any loss, or damage, either direct or indirect, which may arise or occur as a result of the use of, or reliance upon, any information provided in this manual.

ELIGIBILITY

Permanent full time and permanent part-time employees, who work an average of at least 20 hours per week, become eligible to contribute to the Registered Retirement Savings Plan (RRSP) after completing three months of continuous service with the company. No deductions or matching contributions will be made for the regular or over-time/double-time RRSP during the first three months of employment.

Temporary and casual employees are not eligible to contribute to the RRSP plan.

PARTICIPATION

Permanent employees are required to fill out the Letters of Agreement Regarding Access to the Registered Retirement Savings Plan contributions:

- Regular, and
- Over-time/double-time

and return a signed copy with their selected RRSP Carrier information to Human Resources. The Letters of Agreement Regarding Access to Registered Retirement Savings Plan Contributions apply to both employee and spousal RRSP accounts.

FEES

All costs, including annual retainer fees, transaction fees and any other costs relating to an RRSP account are the **sole** responsibility of the employee and are to be paid directly to the RRSP Carrier.

CONTRIBUTIONS

Regular Pay and Overtime/Double-Time Contributions:

Each eligible employee contributes six and one-half percent (6½%) of their:

- gross bi-weekly pay
- overtime/double time pay

to a carrier designated by the Company or to the Carrier of the employee's choice provided the Carrier meets the restricted access requirements of the Plan. The Company will match the employee's contributions to the Plan.

CONTRIBUTIONS TO SPOUSAL ACCOUNTS

RRSP contributions for regular and over-time/double-time contributions may be directed to a Spousal RRSP provided the account is restricted as outlined above. The Company continues to match the employee's regular/over-time/double-time contributions to the Plan.

Contributions will be forwarded to one account, i.e. either the employee's account or a spousal account but not both. However if you wish to split your contributions, it may be done through forwarding contributions to your RRSP for a year and then switching the contributions to a spousal RRSP for the next year, or vice versa.

ACCOUNT RESTRICTIONS

Contributions, both employee and Company, to the employee's RRSP or spousal RRSP must be restricted. **Specifically, the funds cannot be withdrawn while you are employed with Maritime Electric.**

UNRESTRICTED PORTION

This refers to the employee's share of the surplus from the old pension plan that was transferred to an RRSP account that was not locked in. This portion of the employee's RRSP is available for withdrawals. Withdrawals from an RRSP become taxable in the hands of the employee at the time of withdrawal.

LETTERS OF AGREEMENT (Form #840020A and #840020B)

Letter of Agreement Regarding Access Registered Retirement Savings Plan:

All eligible employees must fill out this form (available from Human Resources – Form #840020A) restricting access and return it to Human Resources before the three month waiting period expires. This form supplies Maritime Electric with your account information and your chosen RRSP Carrier for your restricted RRSP account containing the contributions.

Letter of Agreement Regarding Overtime Contributions to Registered Retirement Savings Plan:

All eligible employees may direct overtime contributions to the same RRSP carrier as their regular contributions. Employees wishing to direct the overtime contributions to the same RRSP carrier as their regular contributions must fill out this form (available from Human Resources – Form #840020B) restricting access and return it to Human Resources before the three month waiting period expires. This form supplies Maritime Electric with your account information and your chosen RRSP Carrier for your restricted RRSP account containing the overtime contributions.

RISK

As is the case with most investments, there is an element of risk related to your RRSP. Employee's should choose investments, which will meet their financial objectives in terms of risk, safety of the principal, income, growth, and liquidity. This is your future in which you are investing so take the time to investigate the different types of RRSP's. It is up to each employee to discuss their risk tolerance with their investment advisor.

Maritime Electric is not responsible for the earnings or loss of earnings of your respective plans.

CHANGING RRSP CARRIERS

Employees may switch financial institutions. However, any costs associated with transferring the RRSP's from one institution to another **will be the responsibility of the employee.**

Before changing RRSP Carriers, contact Human Resources to inform them of your intention to change Carriers. Human Resources will provide you with the necessary “Restricted Access Agreements” (Form #840020A and #840020B) for you and the new RRSP Carrier to sign.

After the signed “Restricted Access Agreements” are received by Maritime Electric, the funds can be transferred to your new RRSP Carrier and Maritime Electric will begin directing the monthly contributions to your new Carrier. The Funds and future contributions **will not** be transferred until Maritime Electric receives the signed “Restricted Access Agreements” from your new Carrier.

When transferring existing RRSP contributions, you must complete Revenue Canada form T2033 (Form #840020C). Your new Carrier can supply you with this form and complete the transfer for you.

RRSP CONTRIBUTIONS FOR EMPLOYEES ON LONG TERM DISABILITY (LTD)

For those employees who are on approved LTD the Company makes a payment directly to the employee equal to six and one-half percent (6½%) of the employee’s base salary prior to disability. Maritime Electric will remit tax for the employee based on the RRSP contribution the employee is receiving. This tax amount will be added to gross earnings for T4 purposes.

Due to the fact that LTD benefits are not considered taxable income, there may not be sufficient RRSP contribution room to tax shelter the contribution, thus resulting in either a portion or all of the contribution being taxable in the employee’s hands.

RRSP CONTRIBUTIONS FOR EMPLOYEES ON WORKERS COMPENSATION

An employee has the option to contribute six and one-half percent (6½%) of the WCB payment they are receiving. Maritime Electric will match the employee’s contribution to the RRSP. Should the employee choose not to contribute to their RRSP while receiving WCB payments, Maritime Electric **will not** contribute either. **All payments will be made directly to the RRSP Carrier.** The employee is responsible to contact Human Resources if they wish to make any contributions. Additionally, the employee is required to advise Human Resources if they do not have enough RRSP room available to make RRSP contributions.

While an employee is receiving WCB payments, the employee's portion of the RRSP deduction (only if the employee chooses to contribute as well) will be deducted from the employee's WCB top-up (if there are enough funds available).

RRSP contributions **will not** be paid on WCB top-up from Maritime Electric.

RRSP CONTRIBUTIONS FOR EMPLOYEES ON MATERNITY LEAVE AND PARENTAL LEAVE

During periods of approved Maternity and Parental Leave an employee is eligible to contribute to the RRSP.

An employee has the option to contribute six and one-half percent (6½%) of the Maternity/Parental Leave Employment Insurance (EI) and Supplemental Unemployment Benefits (SUB) payments they are receiving. Maritime Electric will match the employee's contribution to the RRSP. Should the employee choose not to contribute to their RRSP while receiving EI and SUB payments, Maritime Electric **will not** contribute either. All payments will be made directly to the RRSP Carrier. The employee is responsible to contact Human Resources if they wish to make any contributions. While an employee is receiving both EI and SUB payments, the employee's portion of the RRSP deduction (only if the employee chooses to contribute as well) will be deducted from the employee's Supplementary Unemployment Benefit (if there are enough funds available).

Only after the employee remits the RRSP contribution to Maritime Electric, will both the employee's and the company's contribution be sent to the RRSP Carrier.

RRSP CONTRIBUTIONS FOR EMPLOYEES ON TRAINING

Training refers to the courses for which EI is paying the employee directly. Maritime Electric is not responsible for paying the employee while they are participating in these special training courses.

An employee has the option to contribute six and one-half percent (6½%) of the Training (EI) payments they are receiving. Maritime Electric will match the employee's contribution to the RRSP. Should the employee choose not to contribute to their RRSP while receiving (EI) payments, Maritime Electric **will not** contribute either. All payments will be made directly to the RRSP Carrier. The employee is responsible to contact Human Resources if they wish to make any contributions.

Only after the employee remits their RRSP contribution to Maritime Electric, will both the employee's and the company contribution be sent to the RRSP Carrier.

WITHDRAWALS FROM AN RRSP

Withdrawals from an Employee's Registered Retirement Savings Plan can only be made through the non-restricted portion of the accounts. All current contributions are to be held in a restricted RRSP account with no withdrawals allowed.

Any requests for withdrawals from the RRSP (unrestricted portion) should be directed to the Employee's RRSP Carrier.

Withdrawals are subject to taxation rules set by The Canada Customs and Revenue Agency.

Fees related to the cost of the transaction are the sole responsibility of the employee and should be paid directly to the RRSP Carrier.

WARNING

As noted in the Restricted Access Agreement, if an employee makes a withdrawal from their restricted RRSP, Maritime Electric may cease all future contributions to an RRSP for that employee.

Any withdrawals from a Restricted Access Agreement will result in the RRSP Carrier being dropped immediately from the list of acceptable RRSP Carriers.

SURVIVOR BENEFITS

Under the Plan, the value of your RRSP may be transferred to a surviving spouse on a tax-deferred basis if directed by Designation of Beneficiary or by a Will. The designated beneficiary would receive 100% of the funds in the RRSP at the time of death (both the Company and employee contributions).

Special provisions apply, depending on who is named as beneficiary. Consult your District Taxation Office or legal and tax advisors for more specific information.

TERMINATION OF PARTICIPATION

Participation in the RRSP Plan will be terminated by Maritime Electric upon termination of the employee's employment with Maritime Electric.

Upon termination, Maritime Electric will issue a letter of release to the RRSP Carrier. The letter will state that the employee is no longer employed with Maritime Electric as of this date and funds deposited to their restricted RRSP are no longer restricted.

MARRIAGE BREAKDOWN

Employees who, as a result of a marriage breakdown, are required to transfer all or a portion of the funds held in their restricted Registered Retirement Savings Plan should contact their RRSP Carrier and Human Resources.

As a result of a legal proceeding, a transfer of funds from an employee's Restricted Registered Retirement Savings Plan may become a necessity. An employee will be required to produce legal documentation on the breakdown of their marriage for the Company and their RRSP Carrier. The employee and spouse will be required to fill out a transfer between Registered Retirement Savings Plan or Registered Retirement Income Funds on Marriage Breakdown (T2220E Form #840020D) form available from their RRSP Carrier.

Maritime Electric may, under special conditions (a court order or legal ruling), grant temporary access to the employee, upon completion of the Release Forms (available from Human Resources) for the purpose of the transfer of funds to an account for their spouse.

ADHERENCE OF RRSP CARRIERS

Maritime Electric will contact each RRSP Carrier annually to ensure adherence to the Restricted Access Agreement. If a Carrier is not following the guidelines of the Letter of Agreement, the RRSP Carrier will be dropped from the list and employees who are contributing to this Carrier may have to transfer their RRSP account to another Carrier.

RRSP CARRIERS CURRENTLY AVAILABLE

The Registered Retirement Savings Plan Carriers that are currently available are listed below.

Maritime Electric maintains the right to remove any existing Carriers from the list if they do not meet the requirements of the Plan. If a carrier is dropped from the list, the funds will be held until the employee(s) involved provide Maritime Electric with a new Carrier and the signed Letter of Restricted Access Agreement (Form #840020A and #840020B).

Registered Retirement Savings Plan Carriers:

IC Group of Funds
1375 Kerns Road
Burlington ON L7R 4X8
B2B Trust
130 Adelaide Street W
Toronto ON M5H 3P5

B2B Trust
Banks Financial Group
Spring Park Plaza Unit 6A
30 Pond Street
Charlottetown PE C1A 9P2

Bank of Montreal
475 Granville Street North
Summerside PE C1N 4P7

CIBC Investor Services Inc
1155 Rene Levesque West Suite 1510 15th Floor
Montreal PQ H3B 3Z4

CIBC Securities Inc Mutual Fund Department
PO Box 99
Charlottetown PE C1A 7K2

CIBC Wood Gundy Securities Inc
137 Queen Street Suite 300
Charlottetown PE C1A 4B3

Clarica Life Insurance Canada
227 King Street South
PO Box 1601
Waterloo ON N2J 4C5

Dynamic Mutual Funds (Banks Financial Group)
Spring Park Plaza Unit 6A
Charlottetown PE C1A 9P2

Fidelity Investment
Banks Financial Group Inc
155 Belvedere Avenue
Charlottetown PE C1A 2Y9

Great West Life Assurance Company
PO Box 6000
60 Oshawa Street North
Winnipeg MB R3C 3A5

Investors Group
447 Portage Avenue
Winnipeg MB R3C 3B6

MacKenzie Financial
150 Bloor Street West
Toronto ON M5S 3B5

Merrill Lynch Canada Inc
44 Chipman Hill Suite 300
Saint John NB E2L 2A9

Merrill Lynch Canada Inc
Corporate Client Service Administration Department
22 Front Street West 6th Floor
Toronto ON M5J 2W5

Metro Credit Union
281 University Avenue
Charlottetown PE C1A 4M3

MRS Trust Company
777 Bay Street Suite 2100
Toronto ON M5G 2N4
Nesbitt Burns
51 University Avenue
Charlottetown PE C1A 4K8

RBC Dominion Securities
PO Box 276
Charlottetown PE C1A 7K4

Scotia MacLeod
PO Box 1540
Charlottetown PE C1A 7N3

TD Greenline
Greenline Investors Services
Walmart in Store Branch
582 North River Road
Charlottetown PE C1E 1K1

Scotia Securities
PO Box 610
Charlottetown PE C1A 7L4