

SOURCE	Company		
EFF.	95	10	01
TERM.	99	09	30
No. OF EMPLOYEES	620		
NOMBRE D'EMPLOYÉS	CB.		

AGREEMENT  
 BETWEEN  
 NEW BRUNSWICK POWER CORPORATION  
 AND  
 LOCAL 2309  
 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
 A.F. OF L., C.I.O. - C.L.C.  
 TECHNICAL NON-SUPERVISORY GROUP  
 OCTOBER 1, 1995 - SEPTEMBER 30, 1999



ÉNERGIE NB POWER



IBEW

*Handwritten signature: J. B. Caded  
99/09/05*

**RECEIVED**  
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**TABLE OF CONTENTS**

<b><u>ARTICLES</u></b>	<b><u>PAGE</u></b>
I	RECOGNITION ..... 1
II	RIGHTS OF THE EMPLOYER ..... 2
III	CHECK-OFF ..... 3
IV	RIGHTS OF THE UNION ..... 4
V	NO STRIKE OR LOCK OUT ..... 6
VI	UNFAIR PRACTICES ..... 6
VII	DISCIPLINE AND DISCHARGE ..... 7
VIII	WAGES ..... 8
IX	HOURS OF WORK ..... 11
X	OVERTIME AND PREMIUMS ..... 28
XI	MEALS AND ACCOMMODATIONS ..... 35
XII	TRAVEL ALLOWANCE ..... 37
XIII	SICK AND SPECIAL LEAVE ..... 39
XIV	EMPLOYEE BENEFITS ..... 46
XV	HOLIDAYS ..... 48
XVI	VACATION ..... 48
XVII	SERVICE AND SENIORITY ..... 50
XVIII	SAFETY ..... 57
XIX	BARGAINING UNIT WORK ..... 58
XX	GRIEVANCE PROCEDURES ..... 59
XXI	ADJUDICATION ..... 61
XXII	RULES AND REGULATIONS ..... 61
XXIII	RETROACTIVITY ..... 61
XXIV	DURATION ..... 62
	APPENDIX "A" - SALARY SCHEDULE - CONVENTIONAL CLASSIFICATIONS ..... 64
	APPENDIX "B" - SALARY SCHEDULE - NUCLEAR CLASSIFICATIONS ..... 67
	APPENDIX "C" - SUPPLEMENTAL UNEMPLOYMENT BENEFITS (SUB) PLAN ..... 71
	APPENDIX "D" - PART TIME EMPLOYEES ..... 72
	APPENDIX "E" - JOB SHARING ..... 73
	LETTERS OF AGREEMENT ..... 75



THIS AGREEMENT, made in duplicate this 19th day of December, 1997

BETWEEN:

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

AND

LOCAL 2309, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
A.F. of L., C.I.O. - C.L.C. hereinafter at times called "THE UNION" of the Second Part

WHEREAS the Corporation (subject at all times to all the provisions of the Electric Power Act, RSNB 1973, Chapter E5) is generating, transmitting and distributing electrical energy and in connection therewith has in its employ a number of employees who are members of Local 2309.

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

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

NOW THEREFORE, it is agreed between the parties hereto:



## ARTICLE I

### RECOGNITION

1.01 The Corporation recognizes Local Union 2309 of The International Brotherhood of Electrical Workers as the exclusive bargaining agent for all employees to whom New Brunswick Certification Order Number 036 PC 2b applies.

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

1.02 The Corporation shall have printed a sufficient number of English and French copies of this Collective Agreement so that each employee in the bargaining unit may have a copy in the language of his or her choice. It is understood, however, that whenever a question of interpretation or application of this Agreement arises, the language used to negotiate the Agreement shall prevail.

### 1.03 Definitions

In this Agreement:

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

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

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

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

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

(f) "Part-time Employee" means a person described in sub-section 1.03 b, c, or d, who is not ordinarily required to work more than one-half the normal hours of work of other employees in the bargaining unit. In such case, the employee's benefit entitlement is in accordance with Appendix "D".

**1.04 High Level Labour Management Committee**

The parties hereto agree to the promotion of a high level labour management committee which will include members of the union leadership and members of NB Power senior management. Each party will have a three member representation.

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

**ARTICLE II**

**RIGHTS OF THE EMPLOYER**

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

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

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

## ARTICLE III

### CHECK-OFF

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

### 3.02 Equivalent Dues

3.02 a) The Corporation shall deduct from the bi-weekly wages of each employee who qualifies for such deduction, an amount equivalent to bi-weekly Union dues,

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Employees appointed to Appendix "A" and "B" classifications qualify for deductions:

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

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

3.02 b) The Union shall notify the Corporation in writing of the amount currently specified in its By-Laws for dues and the name of the person designated to receive monies deducted.

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

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

or



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

3.02 d) The Union agrees to indemnify and save the Corporation harmless from any liability or action arising out of the operation of this Article.

## **ARTICLE IV**

### **RIGHTS OF THE UNION**

#### 4.01 a) **General**

The Union has the right to deal in matters pertaining to hours of work, working conditions, and wages coming within the scope of this Agreement.

#### 4.01 b) **Business Manager**

The Business Manager or Assistant shall have access to Corporation property, to meet with the Shop Steward, in the performance of his or her duties in servicing this Agreement providing he or she has made prior arrangements through the Labour Relations Department. It is understood such visits shall not interfere with the local operation of the Corporation.

#### 4.02 **Shop Stewards**

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

#### 4.03 a) **Union Negotiating Committee**

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

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

Payment to members of the Union Negotiating Committee will not be made for time spent or expenses incurred as a result of:

- i) the appointment of a Conciliator
- ii) the appointment of a Conciliation Board
- iii) reference of a dispute to Arbitration

4.03 b) Other Pay and Expenses

The Corporation shall not pay for time spent or expenses incurred in respect to grievances, adjudication, designation or other activity related to Union business other than that pay required by section 4.02 or sub-section 4.03 a) above. When five days notice has been given and replacement is available, the Corporation will allow Union executive officers time off without pay to attend regularly scheduled Union executive meetings. The Corporation further agrees to pay replacements up to a maximum of thirty (30) person days in total for any calendar year.

4.04 Union Officers

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

4.05 New Employees

New employees, coming within the scope of this Agreement will be notified that a Collective Agreement is in effect. The Corporation agrees to provide to the Union a monthly list of all new hires to regular positions, and all casual or temporary hires with an expected term of employment of six months or more.

The Shop Steward in the immediate area will be notified of appointments to classifications listed in Appendix "A" and Appendix "B" as soon as is reasonably possible following such appointments.

## ARTICLE V

### NO STRIKE OR LOCKOUT

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

## ARTICLE VI

### UNFAIR PRACTICES

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

6.02 The Corporation shall not in any way attempt to persuade an employee covered by this Agreement to refrain from becoming an officer or representative of the Union or from exercising his or her lawful rights as a member of the Union.

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

A 6.04 In conformity with the Human Rights Act, there shall be no discrimination against any employee or prospective employee because of race, color, religion, national origin, ancestry, place of origin, age, physical disability, mental disability, sexual orientation, marital status or sex. However, compliance with A.E.C.B. regulations shall not constitute a violation of this Article.

**Workplace Harassment**

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

**ARTICLE VII**

**DISCIPLINE AND DISCHARGE**

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

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

7.03 An employee shall be provided with a copy of any disciplinary letter or letter of reprimand which is placed in their file. A written reply by the employee will also be placed in their file.

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

- i) 6 months for any documentation of verbal discussions of disciplinary matters,
- ii) 12 months for formal written documentation of a disciplinary transaction,
- iii) 18 months for formal written documentation of a disciplinary transaction which results in a leave (with or without pay) or any other penalty.

If the employee has not been subject to further disciplinary action during that period, such records will be removed from the employee's file at their request and shall not be referred to or used against the employee.

7.04 b) Any employee wishing to review his or her file must make arrangements to do so through local supervision and Head Office Personnel Services Division.

7.05 Notwithstanding anything contained elsewhere in this Agreement, a Probationary Employee shall have no right to grieve termination of his or her employment during the probation period.

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

## ARTICLE VIII

### WAGES

#### 8.01 General

6.01 a) Wages of all employees covered by this Agreement shall be at those levels appearing in Appendix "A" or Appendix "B" attached hereto and which form part of this Agreement.

8.01 b) i) Effective October 01, 1997, it is recognized that the hourly rates shown in Appendices "A" and "B" reflect the following: an increase of 1.5% less 11 cents per hour for dental plan coverage and 3 cents per hour for the Union Education Fund;

ii) Effective October 01, 1998, it is recognized that the hourly rates shown in Appendices "A" and "B" reflect the following: an increase of 1.5% less 12 cents per hour for dental plan coverage and 3 cents per hour for the Union Education Fund.

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

8.01 d) When due to re-evaluation of a job classification, reorganization, or layoff, an employee is assigned to a classification with a maximum salary which is lower than the employee's current rate of pay, the employee's salary shall be frozen for a period of two (2) years or until such time as the rate of pay for the new classification reaches the employee's salary, whichever comes first. If, after the two year period, the employee's salary is still above

that of his or her new classification, the employee's salary shall be immediately reduced by twenty-five percent (25%) of the difference between the two rates,' and then reduced in equal parts at six month intervals over the next two (2) years such that the employee's salary falls within the range of the new classification.

**8.02 Progress Within a Pay Bracket**

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

8.02 b) Step increases for other employees whose pay is within a bracket shall fall due on their anniversary date. The April 1 anniversary date shall remain in effect for those to whom it applied prior to January 1, 1976, until changed as a result of reclassification. For other employees, the anniversary date will be determined by date of classification or reclassification in an Appendix "A" or Appendix "B" position. Step increases may be withheld when upon review by the Corporation satisfactory performance and progress are not shown.

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

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

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

**8.03 Pay Periods**

Employees will be paid at the appropriate hourly rate on a bi-weekly presented payroll basis. Deductions for Federal Government, Provincial Superannuation and Union Dues will be made against all pay periods. All other deductions will be made on the basis of two pay periods per month. In other words, in the months in which there are three pay days one pay day will not have these deductions. Both parties recognize that some shift workers work a closed shift cycle with the result that actual hours worked per pay period may fluctuate. Consequently balancing of payment for hours worked must take place to maintain the operation of the presented payroll system.

**8.04 Relieving Pay**

8.04 a) When, as a result of a request by the Corporation, an employee relieves or acts in a higher paying non-supervisory position for an accumulated period of time equal to or exceeding one half of the employee's normal work day, the employee shall receive 8% on his or her regular pay for all hours spent in the position. However, should the addition of 8% result in the maximum salary of the relieved position being exceeded, the employee shall receive the maximum salary of the relieved position.

8.04 b) When as a result of a request by the Corporation, an employee relieves or acts in a higher paying supervisory position for an accumulated period of time equal to or exceeding one half of the employee's normal work day, the employee shall receive 10% on his or her regular pay for all hours spent in the position. However, should the addition of 10% result in the maximum salary of the relieved position being exceeded, the employee shall receive the maximum salary of the relieved position.

8.04 c) An employee will be considered to be relieving when the employee is required by the Corporation to fill a position (a) to which the incumbent is expected to return; (b) which has become vacant and is open for bid; or (c) which has been temporarily created.

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

**8.05 Lead Hand Pay**

An employee who on instruction by the Corporation performs as a Lead Hand, in a lead position not already covered in the appendices, shall be paid an additional 6% on his or her regular rate of pay for all time spent in the lead function.

3.06 **Direct Bank Deposit**

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

8.07 **Registered Retirement Savings Plan**

Employees may elect to contribute by means of payroll deduction to a Registered Retirement Savings Plan included in the payroll system by the Corporation. Subject to the provisions of Article 10.05 respecting overtime earnings, these contributions will be deducted from all pay periods until the employee notifies the Payroll Department in writing that such deductions should cease.

8.08 **Venture Capital**

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

## ARTICLE IX

### **HOURS OF WORK**

9 . **General**

For all employees the regular work day shall be from midnight to the following midnight.

The introduction and elimination of daylight saving will not be considered as other than a normal day.



## 9.02 Winter Storm

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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 notify their supervisor, if possible, of their difficulty and providing they arrive within two (2) hours of scheduled start time, they shall suffer no reduction from their regular pay. Should they arrive at work after this two (2) hour period, they shall be paid for time actually worked.

## 9.03 a) Altered Hours

- i) Notwithstanding anything contained in this Article, normal hours may be altered, within the limits of the work week, by the mutual agreement of the Parties to the Agreement. In such cases, the altered hours shall be considered as normal.
- ii) In addition, local management may propose an altered hours arrangement to groups of employees which, if accepted by a majority of the employees in the group shall be considered their normal hours of work. Any agreement must include the following conditions:
  - the process for scheduling hours of work will be confirmed in a letter of agreement which will contain a provision allowing either local management or the employees in the group (by majority vote) to revert to normal hours as defined in the Agreement with thirty (30) days' notice
  - local management may, by notice to the employees no later than noon on the Thursday prior to the week in question, alter the normal hours of work within the limits of a work week (i.e., excluding Saturdays, Sundays and Statutory Holidays)
  - the normal hours in a day may be extended to twelve (12) hours before overtime premiums (at prevailing overtime rates) apply to those hours in excess of twelve hours
  - an employee who has completed their normal work week (40 hours or 36.25 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.

3.03 b) Altered Hours (Engineering & Construction Employees)

When the hours of work for employees assigned to the Design and Construction Division are altered to other than the defined normal hours of 08:00 to 12:00 hrs and 13:00 to 17:00 hrs, Monday through Friday, and providing such alteration:

- (1) is for work on the site of a large capital project such as the Coleson Cove Generating Station; and
- (2) is initiated to allow contact with Contractors forces on work; and
- (3) is in effect for a period of eight (8) or more consecutive days exclusive of Saturdays, Sundays and Statutory Holidays

the following premium, and no other shall apply:

The altered hours of work shall be for seven (7) consecutive hours, exclusive of the lunch period, for which the pay shall be eight (8) hours at regular rate for the full period in which altered hours are in effect.

When altered hours are in effect, work performed in excess of those hours shall be paid at the appropriate overtime rate.

Saturday, Sunday and Statutory Holiday work will be paid at the appropriate overtime rate.

If 24 hours notice is not provided prior to commencement of altered hour work, the appropriate overtime will be paid for time worked until 24 hours elapse from time of notification.

9.03 c) Altered Hours - Non-Shift Workers

The Corporation may implement an altered hours schedule for employees in Appendix 'A' classifications in accordance with the following conditions:

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

- ii) The above rules for altered hours shall not apply to one day situations. One day situations will be dealt with in context with the overtime and rest period clauses.
- iii) In no case will an employee be required to revert back to normal hours without 8 hours rest and any time lost to accommodate this rest period shall be paid time.
- iv) The Corporation agrees to provide as much notice as possible prior to altering hours.

**9.04 Shift Differential**

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

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

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

**9.05 a) Work Break**

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

9.05 b) Field employees shall be entitled to a ten (10) minute work break and unless the time is otherwise designated by the supervisor, the work breaks will be taken at the work site between 09:30 hrs and 10:30 hrs and between 14:30 and 15:30 hrs.

**9.06 to 9.29 numbers, inclusive, are not used.**

**9.30 Normal Hours - Other Classifications**  
**Transmission & Distribution Field Employees**

For employees working in T&D Field, the normal hours of work shall be 8 hours per day from 08:00 hrs to 12:00 hrs and from 12:30 hrs to 16:30 hrs Monday to Friday resulting in a forty (40) hour week.

**9.31 Field Employees**

For employees working in locations other than Head Office or a Head Office Annex or extension thereof, the normal hours of work shall be eight (8) hours per day from 08:00 to 12:00 hrs and from 13:00 to 17:00 hrs, Monday through Friday, resulting in a forty (40) hour work week.

**9.32 Head Office Employees**

For employees working in Head Office or a Head Office Annex or extension thereof, the normal hours of work shall be 7-1/4 hours per day from 08:15 to 12:00 hrs and from 13:00 to 16:30 hrs, Monday through Friday, resulting in a 36-1/4 hour work week.

**9.33 Plant Operations Engineering**

Employees in Plant Operations Engineering are compensated for a 40 hour work week, based on the assumption that they are required to work an 8 hour day, Monday through Friday. However, it is recognized by the Parties that for a period of approximately five months (November 1 to March 31) they are required to work 36.25 hours per week (7.25 hours per day).

In order to better reflect the work requirements, this group of employees will continue to be compensated for a 40 hour work week as their "normal" hours of work. However, an overtime bank will be established for each employee and on November 1 of each year, it will be debited 75 hours (20 weeks at 3.75 hours per week). No overtime will be paid until the 75 hours debited to the bank reaches zero as a result of time credits being added to the bank. Once the bank has been reduced to zero, any overtime worked will be paid at prevailing rates. To reflect the initial establishment of the bank and for new employees coming into these positions, the bank will be adjusted on a pro-rated basis.

Time credits will be added to the bank on the following basis:

- . November 1 to March 31 of each year
  1. all hours worked in excess of 36.25 each week must be pm-approved by supervision
  2. hours worked from 36.25 to 40 in **each** week will be credited to the bank at straight time, unless the 75 hour debit has been reduced to zero, after which prevailing overtime rates will apply

3. hours worked beyond 40 hours each week will be credited to the bank at prevailing overtime rates
- . April 1 to October 31 of each year
1. hours worked beyond 40 hours each week will be credited to the bank at prevailing overtime rates

**9.34 Normal Hours - Technical Operators**

The normal workday shall be eight (8) hours. The normal schedule of work shall consist of consecutive twenty-eight (28) day cycles.

**9.34 a) Non-Shift Cycle**

Under usual operating conditions the twenty-eight (28) day non-shift cycle shall consist of:

- . 2 weeks Monday to Friday inclusive, 08:00 to 12:00 hrs and 13:00 to 17:00 hrs worked, with Saturdays and Sundays off.
- . 1 week Monday to Sunday inclusive, 08:00 to 12:00 hrs and 13:00 to 17:00 hrs worked.
- . 1 week Monday to Sunday inclusive off, providing balancing of time is not necessary.

**9.34 b) Shift Cycle**

Under operating conditions which require that the plant be manned during hours other than those described in the Non-Shift cycle the twenty-eight (28) day cycle shall consist of:

- 7 days of work 00:00 to 08:00 hrs
- . 7 days of work 08:00 to 16:00 hrs
- . 7 **days** of work 16:00 to 24:00 hrs
- . 7 days of time off

#### **9.34 c) Shift Schedule**

During the first week of December, March, June, and September a work schedule will be posted to cover the following three (3) months. At the beginning of the first week in December, March, June, and September the employee shall request any vacation desired during the following three (3) months. However, the employee may, at any time request vacation and, at the discretion of the Corporation, the request may be granted.

The Corporation will reserve the right to reschedule vacation depending on work load, but will make every effort to accommodate the request submitted.

The scheduled hours of work for individual employees may be altered within the shift schedule and such change shall be considered normal.

#### **9.34 d) Balancing Time**

On March 31, June 30, September 30, and December 31 each year, Technical Operators time will be reviewed and adjusted **as** follows:

- All time owing the Corporation in excess of 7 day will be canceled back to 7 days and those to be worked back incorporated in the next schedule.
- Time owing the Technical Operator will be paid as overtime.
- Calculations will be based on a 40-hour work week.

#### **9.34 e) On-Call**

When the non-shift cycle is in operation, the operator on 7-days duty shall assume necessary "on-call" responsibilities.

- 9.35 a) Normal Hours**
- Chemical Control Technician (shift)
  - Distribution System Operators
  - Power System Operators

In this section, certain provisions were made in regard to vacation, sick leave and overtime. Therefore, if conflict **arises** between this section and other portions of the Agreement dealing with vacation, sick leave and overtime, this section will prevail.

9.35 b) Full Shift Schedule

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

- i) The normal work day for employees mentioned in sub-section 9.35 a) shall be 8 hours. The normal schedule of work shall consist of consecutive twenty-five (25) day cycles. Each twenty-five (25) day cycle shall consist of 5 days of work from 00:00 hr to 08:00 hrs, 5 days of work from 08:00 hrs to 16:00 hrs, and 5 days of work from 16:00 hrs to 24:00 hrs, followed by 10 non-worked days.
- ii) Shift plans shall be put out a year in advance and will normally not be changed. Necessary changes will be made only after consultation with the Union.
- iii) When employees mentioned in sub-section 9.35 a) are temporarily required to work hours normally worked by non-shift workers they will be treated as shift workers with respect to overtime and time off until the cycle they are presently on ends. If they continue to work hours normally worked by non-shift workers after the completion of this cycle, their time will be treated as a day workers.
- iv) When employees mentioned in sub-section 9.35 a) with more than fifteen (15) days vacation credits will be granted time off for those additional credits.
- v) Because of the additional time off granted in the shift cycle, no overtime will be paid for working any regular Statutory Holiday that is part of the employee's regular shift cycle with the exception of Christmas day when the employee working that day as part of his or her regular shift cycle shall receive one extra days pay.
- vi) Vacation credits will be treated separately and will be credited during each time off period, being averaged out over the year according to vacation credits earned during the year.
- vii) Employees mentioned in sub-section 9.35 a) and their supervisor will agree on what vacation credits are to be allotted to their particular time off periods, prior to the start of the yearly shift plan. This normally will average out for the time off periods for that year.

viii) Should an employee mentioned in sub-section 9.35 a) be sick during his or her entire time off, so as not to allow the vacation to be used, then he or she will be paid for vacation not used during that period.

ix) Should an employee mentioned in sub-section 9.35 a) be required to work during his or her entire time off, so as not to allow the vacation credits to be used, then they will be paid for vacation not used during that period.

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

9.35 c) Partial Shift Schedule

Other employees will be assigned to a so-called "Partial Shift Schedule" which will allow coverage 5 days per week, Monday through Friday, excluding Saturdays, Sundays, and Statutory Holidays, on the 08:00 to 16:00 hrs shift, on the 16:00 to 24:00 hrs shift, and/or on the 08:00 to 12:00 hrs, 13:00 to 17:00 hrs shift. A "Partial Shift Schedule" will be posted to cover as long a period as can be reasonably foreseen. Vacation entitlement for employees on the "Partial Shift Schedule" shall be as provided day workers.

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

9.36 a) To provide coverage eight (8) hours per day seven (7) days per week, normal days of work shall be:

5 days per week - Monday through Friday  
and  
5 days per week - Wednesday through Sunday

The normal daily hours of work shall be eight (8) hours as follows:

Monday through Friday - 08:00 to 12:00 hrs and 13:00 to 17:00 hrs,  
excepting that when only one Chemical Control  
Technician is on duty on a given day, the hours of  
work shall be 08:00 to 16:00 hrs.



Saturday, Sunday,  
Statutory Holidays - 08:00 to 16:00 hrs.

9.36 b) A schedule of normal hours of work will be posted at each location at the first of each month to cover that month. The schedule may be changed without cost to the Corporation providing seven (7) days written notice is given prior to such change. If seven (7) days written notice is not given, double the normal rate shall apply to scheduled days off worked until seven (7) days have elapsed following written notification.

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

Scheduled days off will normally be consecutive but may be otherwise when mutually agreed. In such case the change will be regarded as normal hours for pay purposes.

9.37 **Computer Assisted Design - Normal Hours of Work**

The normal work week for employees assigned to shift work shall be as follows:

- a) 08:00 hrs to 16:00 hrs Monday to Friday
- b) 15:00 hrs to 01:00 hrs Monday to Thursday
- c) 00:30 hr to 08:30 hrs Monday to Friday
- d) These hours may be altered by mutual agreement between the Corporation and the Union

**9.38 and 9.39 are numbers not used.**

9.40 **Normal Hours - Nuclear Classifications [Appendix "B"]**

The normal hours of work will be those detailed in Full Shift Assignment or Non-Shift Assignment or a combination of the two.

9.40 a) It is recognized that non-shift assignment employees who are required to work in "Browns" will be permitted up to ten (10) minutes from the start of normal working hours to change into "Browns" and report to their work station. Similarly, these employees shall be permitted to leave their work stations in sufficient time to allow ten (10) minutes during regular working hours to change out of browns at the end of their shift. This provision also applies to employees on "variance from the master shift schedule".

**9.40 b) Full-Shift Assignment**

i) The normal work day shall be 12 hours when “on shift” and 8 hours when “off shift” and the normal schedule shall consist of a forty-two (42) day cycle as per the following example:

	Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
Week One	X	D	D	D	X	X	N
Week Two	N	N	N	X	X	X	X
Week Three	X	X	X	X*	D	D	D
Week Four	D	X	X	N	N	N	X
Week Five	X	X*	X	X	X	X*	X
Week Six	X	0	0	0	0	0	X

\* all overtime at double time rate

ii) The hours of work shall be:

08:00 hours to 20:00 hours, designated as day shift (D); and  
20:00 hours to 08:00 hours, designated as night shift (N); and  
07:30 to 16:00 with a 30 minute unpaid lunch break when designated as shift (0)

**NOTE: These hours may be changed by mutual agreement**

iii) In replacement of Section 10.06 (c) of the Collective Agreement, double time rate shall be paid for all overtime worked on the days indicated by (\*) as illustrated above. It is recognized that all other overtime worked between 08:00 hours and 22:00 hours Monday through Friday shall be paid at time and one-half.

iv) Should an employee be sick during his entire period of nine (9) consecutive days off (as illustrated in section (i) so as not to allow the vacation credits to be used), then they will be credited with ten (10) hours of vacation.

v) Initially there will be no requirement to establish an “On Call Roster”, neither is it **expected that** there will be a requirement for it in the foreseeable future. However, if **such** a need arises in order to maintain and ensure a continuous operation, an “On Call Roster” will be set up.

If an "On Call Roster" is established to provide coverage for absenteeism, there will be no compensation or premium payable.

If an "On Call Roster" is established for any reason other than coverage for absenteeism, then employees placed on such a roster will be compensated as per article 10.08 of the Collective Agreement.

vi) When an employee is being granted jury or witness duty leave, they will be paid for the amount of regular hours that they were scheduled to work on that day.

vii) All of the consecutive days required for bereavement leave (as per section 13.07 of the Collective Agreement) which fall on scheduled work days will be paid for as regular time scheduled on such work days.

viii) Payment for sick leave and hours recorded as used for sick leave will be based on the regularly scheduled hours for the day in which the sickness occurred.

ix) In lieu of section 15.02 of the Collective Agreement, employees who work Christmas day as part of their regular shift cycle shall receive extra pay at straight time rate for all hours worked within the 24 hours of December 25.

x) The shift differential of \$1.33 will be paid for all regular hours worked on night shift.

xi) On the day of an election, the parties will seek ways to maintain the twelve hour schedule in effect without imposing additional cost to NB Power on that day; e.g., the day crew employees availing themselves of the advance poll.

If necessary, the twelve hour schedule will be suspended temporarily and employees will revert to an eight hour day schedule. Such reassignment will not be considered as a variance to the Master Work Schedule.

xii) The Employer may implement a 42 day "Block Release" as one method of scheduling training. Where the scheduled training is shorter than the 42 day period, other work or training may be assigned for the remainder of the period. The 42 day "Block Release" will always commence at 20:00 hours Sunday. Time balance will be suspended on the last day of full-shift assignment and will be re-established on the first day of return to full-shift assignment,

When an employee, on "Full-Shift Assignment" is m-assigned to "Block Release", they will be entitled to additional vacation entitlement which will be calculated on a pro rata basis.

With the exception of "Licensing Training" and training of new employees, there will normally be no "Block Release" scheduled during the 8-week period in July and August. It is also recognized that training over the two week period of Christmas/ New Year is often suspended. In this case, personnel on Block Release may be re-assigned on "Non-Shift Assignment" to their respective shop for other work. Requested vacation or banked time may be granted during this period.

xiii) Training will normally be completed in the 5 off shift days of each cycle (week six). In cases where the training required does not use all the time available, other work will be assigned within their respective departments. Hours of work for this period in the schedule will be "day worker" hours for the site and Stat holidays, as defined in the Collective Agreement are non-worked days. Vacation is accumulated as a day worker for these periods. Since the 42 day cycle averages 8.7 "Off Shift" assignments per year, 20 hours of vacation will be accumulated for use by the employee (with greater than two years of service) as only 100 hours of vacation will be incorporated into the yearly shift schedule.

Training may on occasion be given on a 12 hour basis to avoid having employees owing time (generally applicable to 1 or 2 day courses). If the training consists of an 8 hour period other work will be assigned for the remaining 4 hours.

On occasion it will be necessary to provide remedial training to individuals and/or provide training missed on the regular training schedule due to vacation, sickness or other personal reasons. In this case, week two, three or four of the schedule may be converted from 38 hours of shift work to 38 hours of non-shift work to complete this remedial or missed training. In the case of week 4, the converted week is the time period beginning Monday of week 4 and the 8 days following. Notification for this change is as per section 9.43 of the Collective Agreement. In cases where this training does not use all the time available, other work or training may be assigned to fill the available time. Requested vacation or banked time may be granted during this period.

xiv) It is understood that the terms and conditions stipulated in this agreement are subject to AECB review and approval.

xv) With the 12 hour shift cycle in effect, article 9.43 of the Collective Agreement does not include the variance to one or the other of the accepted shifts in the agreement. For the purposes of this article of the Collective Agreement, article 9.43 is amended as follows:

Article 9.43 (a) should include re-assignment to one of the two accepted 12 hour shifts; i.e., Nights: 20:00 - 08:00 hr. and Days: 08:00 - 20:00 hr.

Article 9.43 (d) is re-worded to ensure consistent payment for the weekend variances as follows: this article provides a 48 hour period on the weekend where, a variance from the master schedule, results in an adjustment of 1 extra hour of pay for each regular hour worked. When normally working the 12 hour shift schedule, crews are scheduled for Shift 1 (N) or Shift 2 (D) on Saturday and Sunday. This article will be applied to these weekend shifts. This means the agreed adjustment of the article will be paid from the start of the #1 shift Saturday (20:00 hr. Friday) until the end of the #2 shift Sunday (20:00 hr. Sunday), a weekend period of 48 hours.

xvi) Except for the changes as identified in this article, all other provisions of the Collective Agreement will remain unchanged on the understanding that their application will not result in any appreciable increase in cost to NB Power on the implementation of this article of the Collective Agreement.

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

**9.40 c) Non-Shift Assignment**

The normal hours of work shall be eight (8) hours per day from 08:00 to 12:00 hrs and from 13:00 to 17:00 hrs, Monday through Friday, resulting in a forty (40) hour work week.

#### **9.40 d) Shift Changeover**

Both Parties recognize that an exchange of information is required on shift turnover. It is further recognized that the time required for this exchange of information does not qualify for payment.

However, in the case of:

Senior Power Plant Operator - Control Room  
Senior Power Plant Operator - Field  
Work Control Area Operator  
Secondary Control Area Operator  
Power Plant Operator II - Control Room  
Senior Fuel Handling Specialist - Control Room  
Senior Fuel Handling Specialist - Field

Normal shift turnover will be compensated by thirty (30) minutes pay at straight time per normal shift regardless of actual time involved in the turnover. It is understood that this 30 minutes pay also includes compensation for any time spent outside normal working hours changing into and out of "Browns" or any other required clothing or equipment.

#### **9.41 Fuel Handling Department**

For employees in **the** Fuel Handling Department the normal hours of work will be those detailed in non-shift assignment or partial shift assignment or a combination of the two.

#### **9.41 a) Non-Shift Assignment**

The normal hours of work shall be eight (6) hours per day from 08:00 to 12:00 hrs and from 13:00 to 17:00 hrs, Monday through Friday, resulting in a forty (40) hour work week.

#### **9.41 b) Partial Shift Assignment**

The normal work day shall be eight (6) hours.

The normal schedule of work shall consist of alternate weeks of 08:00 to 16:00 hrs and 16:00 to 24:00 hrs, Monday through Friday.

**9.41 c) Seven (7) Day Coverage**

If seven (7) day coverage is instituted it shall be accomplished by changing the work week in Non-Shift Assignment to Wednesday through Sunday for certain employees and/or changing the work week in Partial Shift Assignment to Wednesday through Sunday for certain employees.

Such change shall be regarded as normal and no premium or overtime payment will be made providing:

- i) The seven (7) day coverage is instituted for a period in excess of one (1) month; and
- ii) A schedule is posted to cover three (3) months; and
- iii) Seven (7) calendar days notice is given prior to instituting seven (7) day coverage or overtime rates are paid for Saturday and Sunday work until seven (7) days have expired from the time of notification.

**9.42 Master Work Schedule (all departments)**

A Master Work Schedule will be posted at the beginning of each calendar year detailing the intended normal hours of work for employees for that year.

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

**9.43 Variance from the Master Work Schedule (all departments)**

9.43 a) Individual employees or groups of employees may be displaced from their position on the Master work Schedule and reassigned to work other hours.

Such reassignment shall be on one or more of the following shifts:

- . 0:800 to 12:00 hrs and 13:00 to 17:00 - Monday through Friday
- . 00:00 to 08:00 hrs - Monday through Friday
- . 08:00 to 1600 hrs - Monday through Friday
- . 16:00 to 24:00 hrs - Monday through Friday

9.43 b) When reassignment is as a result of commissioning, planned work or training, the reassigned hours of work shall be regarded as normal and no premium will be paid providing seven (7) calendar days written notice has been given. If seven (7) calendar days written notice is not given, prevailing overtime rates will apply until seven (7) calendar days have expired following notification. However, once the seven (7) calendar days of notice (or overtime in lieu of that notice) has been given, further notice (or overtime in lieu) will not be required if work that forms part of the commissioning, planned work or training for which the notice was given, is rescheduled. The rescheduling of such work does not transform it into "unplanned" work for the purposes of the notice required under article 9.43 c) of the Agreement.

9.43 c) When reassignment is as a result of unplanned work, or to cover unplanned absences the reassigned hours of work shall be regarded as normal and no premium will be paid providing fifty-six (56) hours written notice has been given. If fifty-six (56) hours written notice is not given, prevailing overtime rates will apply until fifty-six (56) hours have expired following written notification.

9.43 d) Notwithstanding the shift schedules noted in 9.43 a), a shiftworker may be reassigned on Saturday and/or Sunday during his or her normal work cycle. In such cases, the affected employee will receive 1 hour's pay at straight time for each hour worked in addition to his or her regular pay.

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



## ARTICLE X

### OVERTIME AND PREMIUMS

#### OVERTIME:

##### 10.01 General

10.01 a) Overtime rates will not be paid for work performed during normal or altered hours.

10.01 b) The following shift duty employees: operators (excluding operators responsible for outside routines), one mechanical maintainer, one EI&C maintainer and one chemical maintainer are required to report to their work station at the start of their working hours appropriately dressed: i.e., in "Browns" and/or any other required clothing or equipment, and to remain in attendance so dressed until the end of their working hours. These employees shall receive thirty minutes pay at straight time for each regular or overtime shift worked in lieu of any payment for time spent outside normal hours of work changing into or out of "Browns" and/or other required clothing or equipment.

**10.01 c)** Additional shift employees may be designated and paid as per paragraph b) above.

**10.01 d)** It is understood that one of the reasons that a shift employee may be required to be in "Browns" as per paragraph b) above is for the purpose of serving on the emergency response team. It is further understood that no premium is payable for serving in this capacity.

##### 10.02 Minimum Period of Overtime and Cancellation of Overtime

10.02 a) When an employee works overtime he or she shall receive not less than one-half hour at the then prevailing overtime rate.

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

**10.03 Work During Noon Break**

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

This section shall not apply if the employee is allowed their "noon" break during the period of 11:30 AM to 1:30 PM or if an employees' hours are altered by mutual agreement of the parties to the Agreement as provided by Article IX.

**10.04 Period of Rest**

All non-shift workers who are required to work overtime between the hours of 24:00 hrs to 08:00 hrs and who are scheduled to work their regular shift beginning at 08:00 hrs the same day, shall be entitled to a period of rest without loss of regular pay under the following circumstances:

a) A minimum of three (3) overtime hours worked between 24:00 hrs and 04:00 hrs

- Off until 12:30 hrs the same day

b) A minimum of three (3) call outs between 24:00 hrs and 08:00 hrs

- Off until 12:30 hrs the same day

c) A minimum of five (5) hours worked between 24:00 hrs and 08:00 hrs

- Off until 16:30 hrs the same day

d) Employees exercising their entitlement to paid rest under the terms of this section, will ensure that their supervisor is made aware of their intended absence. Notification may be made through the Distribution Operating Center or Plant Shift Supervisor.

10.05 **Banking of Overtime**

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

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

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

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

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

10.05 f) In the case of non-shift workers, request for banked time off will be given the same consideration as unscheduled vacation. Such requests will be considered on a first come, first served basis and will be contingent on work requirements.

10.05 g) Unscheduled vacation is defined as a request for vacation with less than ten (10) calendar days notice.

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

10.06 **Overtime Rates**

**10.06 a) Non-Shift Workers**

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

- i) Monday through Friday between 16:30 hrs and 22:00 hrs - time and one half
- ii) Monday through Friday between 22:00 hrs and 08:00 hrs - double time
- iii) Saturday, Sunday - double time
- iv) Statutory Holiday - double time in addition to normal day's pay
- v) Call Out - double time

**10.06 b) Shift Workers**

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

- i) Monday through Friday between 08:00 hrs and 22:00 hrs - time and one half
- ii) Monday through Friday between 22:00 hrs and 08:00 hrs - double time
- iii) Saturday, Sunday - double time
- iv) Statutory Holiday - double time in addition to normal day's pay
- v) Call-outs for situations other than replacement due to unplanned absences - double time

10.06 c) Notwithstanding section 10.06 b), double time rates shall be paid to shift workers for all overtime hours worked on the following days:

- i) 15 on / 10 off schedule  
the two first days of time off and  
the three last days of time off
- ii) **5 on / 5 off - 5 on / 10 off schedule**  
one day at **each** end of first time off sequence  
**two days at each end of second time off sequence**

- iii) 4 on /4 off - 4 on / 8 off schedule
  - one day at each end of first time off sequence
  - the first day and last two days of second time off sequence
  
- iv) 3 on / 3 off - 3 on /6 off schedule
  - one day at each end of both time sequences

**10.08 d) Special Items - Technical Operators**

When a Technical Operator is required to work a Statutory Holiday during his or her normal work schedule, he or she shall be paid double time in addition to his or her normal day's pay.

When, as a result of the review of time outlined in Article IX it is determined time is owed the employee, he or she shall be paid at the rate of time and one-half. When the employee owes time he or she shall work such time off on the basis of a day for a day.

**10.06 e) Special Item - Chemical Control Technicians Not Assigned to Shift**

For the purpose of payment for overtime work, the two days scheduled off in lieu of Saturday and Sunday shall qualify for double time.

**1 0 . Call Out**

When, as a result of a request by the Corporation, an employee works outside his or her scheduled work hours for that day, the employee shall receive not less than two (2) hours pay at the prevailing overtime rate.

However, when an employee is on call out and is required to perform other tasks before returning home, he or she shall be credited with only one call out. Secondary routine work assignments will not be made solely for the purpose of keeping the employee on site for the minimum overtime period. Call out time shall be calculated from the time an employee reports for duty at his or her Headquarters until he or she completes such duty and returns to his or her Headquarters. For the purpose of such calculation, a Corporation vehicle kept at an employee's home may be considered Headquarters. Should an employee work continuously with his or her shift either after normal quitting time or before normal starting time, the employee shall be paid at the prevailing overtime rate for such extra time and this time shall not count as a call out. Work **during** noon break shall not count as a call out, but shall be paid in accordance with Section 10.03.

10.08 Ona LI

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

(a) During the period:

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

(b) An employee who is unable to complete his or her weekly cycle of "on call" will be paid for actual periods worked in accordance with Schedule #1 above. The first two periods replaced shall be paid in accordance with Schedule #1, plus one (1) additional hours pay per period. Subsequent periods replaced shall be paid as per Schedule #1; i.e., subject to paragraphs (c) and (g) below, total compensation for the seven (7) day period shall not exceed 12 hours.

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

(d) Employees "on call" shall keep themselves readily available. Employees wishing to be relieved of on call (except in the case of sickness) must arrange for a replacement approved by the Supervisor.

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

(f) Where employees are placed on a "supplementary on call roster" for periods of less than one (1) week, they will be paid for each period of "on call" in accordance with Schedule #2 above.

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

(h) Distribution Operating Centre will be responsible to ensure that trouble calls are responded to in the shortest possible time by utilizing available manpower resources.

**10.09 and 10.10 are numbers not used.**

**10.11 Special Allowance**

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

**10.12 Radiation Protection Training (RPT) Allowance**

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

## ARTICLE XI

### MEALS AND ACCOMMODATIONS

#### 11.01 Meal Allowance During Overtime Work

##### Definitions (for the purpose of this Article only)

- a) Normal Work Day means the normal work day as defined in this Agreement or such work day as is substituted therefore in keeping with the terms of this Agreement.
- b) Extension Overtime means overtime work performed at the conclusion of and continuous with the Normal Work Day.
- c) Scheduled Overtime means overtime work performed on other than a Normal Work Day (i.e. scheduled day off) and for which the employee has received 12 hours or more notice prior to the commencement thereof. Failure to provide 12 or more hours notice will result in the overtime being classed as Call-Out Overtime, except in the following circumstances:

The above requirement for notice shall not apply in the case of a shift worker covering absenteeism where notice given is contingent on notice received. Overtime work performed on other than a Normal Work Day by a shift worker to replace an absent fellow employee shall be classed as Scheduled Overtime irrespective of notice given.

- d) Call-Out Overtime means overtime work performed other than Extension Overtime, Scheduled Overtime or other Overtime situations as described in sub-section 11.04 e).

#### 11.02 Satisfaction of Entitlement

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

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

Meal rates     \$ 1 1 . 0 0



11.03 **Meal Breaks**

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

11.04 **Entitlement to Meal Allowance**

**11.04 a) General**

The provision of meals or payment in lieu shall apply only during continuing overtime, no meal or payment in lieu shall be provided at the conclusion of overtime.

**11.04 b) During Extension Overtime**

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

**However, when Extension** Overtime work can reasonably be expected to exceed two (2) hours, the 1st meal allowance may be advanced to the conclusion of the Normal Work Day. In any event when the **Extension** Overtime work exceeds two (2) hours the following shall apply:

2nd meal allowance - when overtime work exceeds four (4) hours

3rd meal allowance - when overtime work exceeds eight (8) hours

When a shift employee or an employee on “variance from the Master Work Schedule” is called in to work prior to commencement of his or her regular shift they will be considered to be working extension overtime and will be entitled to an overtime meal. If they were given insufficient time to prepare for the normal mid-shift meal they will also be entitled to an overtime meal for that period.

**11.04 c) During Scheduled Overtime**

1st meal allowance - when overtime work exceeds 8 hours

2nd meal allowance - when overtime work exceeds 12 hours

3rd meal allowance - when overtime work exceeds 18 hours

A twenty (20) minute paid break will be allowed when overtime work exceeds four (4) hours to allow an employee to consume the lunch he or she has provided and for which no allowance is payable. This twenty (20) minute paid break shall not count as overtime work when calculating entitlement to meal allowance.

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

1st meal allowance -when overtime work exceeds 4 hours  
2nd meal allowance - when overtime work exceeds 8 hours  
3rd meal allowance -when overtime work exceeds 12 hours

**11.04 e) Other Overtime Situations**

An employee required to work overtime prior to 07:00 hrs, who has not been given time to eat at home and whose work continues into the Normal Work Day, shall be entitled to a meal allowance and one hour without loss in pay to procure and eat a meal to be taken as near as possible to the commencement of the Normal Work Day. An additional meal allowance will accrue at noontime but, notwithstanding sub-section 11.03, there shall be no entitlement to a paid break.

## ARTICLE XII

### TRAVEL ALLOWANCE

**12.01 Travel Time, Meals and use of Private Cars**

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

- i) compensation will be paid on a "per trip" basis using the following formula, where 'X' is a fixed rate for the use of an employee's vehicle and 'Y' is a fixed rate to compensate for an employee's time when travel takes place outside of an employee's normal or altered hours of work:

$$\text{compensation} = (X + Y) \times \text{KM}$$

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

“x” = the rate per KM set out in Corporate policy (as amended during the term of this agreement), and

“y” = \$0.25

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

- i) distances are measured from headquarters to work site, work site to work site or accommodations to work site when an employee is required to stay overnight in accordance with the Corporation’s policies on travel and accommodation;
- ii) when an employee is staying overnight in accordance with the Corporation’s policies on travel and accommodation, the component for the employee’s travel time is not paid unless the distance from the accommodations to the work site exceeds 50 km and will only be paid for the distance in excess of 50 km;
- iii) the time at which an employee is to report to a work site shall be at the discretion of the employer;
- iv) employees will require prior approval from their supervisors in order to use their personal vehicles for travel and this component of the travel allowance will only be paid to the driver of the vehicle;
- v) meal allowances will be paid for noon meals only under the following circumstances:
  - (1) an employee is required to stay overnight and is covered by the provisions for meals (if any) in the Corporation’s travel and accommodation policies; or
  - (2) an employee is traveling outside of their Region (as established for each Business Unit) and the distance between their headquarters and the work site is in excess of 150 km (for the purposes of this section, employees whose normal headquarters is in the Fredericton area (and not attached to a Region of a Business Unit) will be considered to be in

Transmission & Distribution's Central Region and Point Lepreau G.S. will be in Generation's Southern Region).

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

vii) this article of the agreement will not replace compensation for overtime for call outs as established in article 10.07 of the agreement.

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

## ARTICLE XIII

### **SICK AND SPECIAL LEAVE**

#### **13.01 Purpose**

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

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

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

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

13.03 Sick Pay Credits

Sick pay credits shall be as follows:

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

13.04 Normal Requirements to Qualify

To qualify for paid Short Term Sick Leave an employee:

13.04 a) must make every effort to ensure that his or her supervisor is notified at the commencement of illness. The employee shall, if possible, indicate the nature of such illness.

and

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

**13.05     Exceptional Requirements to Qualify**

When a review reveals abnormal use of Short Term Sick Leave and/or Medical/Dental appointments and/or a pattern of absences, the employee concerned will be interviewed and may be required to undergo a medical examination. The Corporation may with due regard to its findings, determine that section 13.04 (Normal Requirements to Qualify) are no longer appropriate and notify the employee accordingly. In such cases, to qualify for paid Short Term Sick Leave and/or Medical/Dental appointment the employee:

(a) must make every effort to ensure that his or her supervisor is notified at the commencement of illness. The employee shall, if possible, indicate the nature of such illness.

and

(b) must, on return to work, complete and sign in the presence of his or her supervisor, or the supervisor's delegate, a Short Term Sick Leave Report (Form No. 547) in respect to each absence and/or Medical/Dental appointment.

(c) must, if requested by the Corporation, submit a doctor's certificate to support each absence and/or Medical/Dental appointments, submitted within seven (7) days of the commencement of absence.

(d) Should abnormal use of Short Term Sick Leave and/or Medical/Dental appointments and/or a pattern of absences cease for a period of six months, the normal requirements to quality will be reinstated.

(e) Should abnormal use of Short **Term** Sick Leave and/or Medical/Dental appointments and/or a pattern of absences continue, the case will be referred to the appropriate Head Office authority for further review. Prior to any action taking place, the case will be fully discussed with the Union. The employee shall retain the right to grieve.

**13.06     Long Term Sick Leave**

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

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

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

**13.07 Special Leave**

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

13.07 b) The employee shall be granted a special absence of five (5) consecutive days including the day of the funeral (non-working days included) with no loss in pay owing to the death of a Father and Mother.

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

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

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

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

**13.08 Maternity Leave**

**13.08 a) General**

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

**13.08 b) Requirements to Qualify**

To qualify for Maternity Leave, an employee must:

- i) notify her Division Director/Manager of the pregnancy three months before the anticipated date of delivery
- ii) give two weeks' notice prior to the commencement of the leave.

**Note:** A Point Lepreau plant employee must notify her immediate supervisor as soon as she is aware of her pregnancy. Assignment to another job function may be necessary.

**13.08 c) Term of Leave**

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

Leave may commence at the end of the seventh month of pregnancy.

**13.08 d) Benefits During Leave**

Medical, dental, Group Life and LTD premiums will be paid by the employer on behalf of the employee during the period of non-paid maternity leave. These premiums will be reimbursed to NB Power by the employee when they return to work. Or, employees may elect to pay regular premiums by monthly cheque to the Payroll Department while on leave.

**Note:** Provincial Public Service Superannuation benefits are not automatically deducted. However, employees may elect to pay into the Plan while they are on leave by making monthly payments to the Payroll Department or may purchase the benefits to cover the leave of absence when they return to work.

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



**13.08 e) Supplementary Unemployment Benefit Plan**

An employee going on maternity or adoption leave may elect to participate in the plan upon the terms and conditions of the plan as approved. See Appendix "C" for terms and conditions of the plan.

All normal payroll deductions including Superannuation, Canada Pension Plan and Unemployment Insurance premiums are taken from the top up.

**13.08 f) Return to Duty**

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

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

**13.08 g) Failure to Return to Work**

If the employee does not return to work within the specified time limit of leave, employment is considered terminated.

In such cases, any benefit premiums paid during leave must be repaid to NB Power.

**13.09 Parental and Adoption Leave**

Unpaid leave of absence, up to a maximum of twelve (12) weeks available to either parent upon the birth of a child or adoption of a preschool child. All benefits of maternity leave contained in this Agreement apply to parental and adoption leave.

However, for parental leave the employee will not be eligible for the following:

- the first two weeks are not paid as short term sick leave
- the employee is not eligible to participate in the Supplementary Unemployment Benefit (SUB) Plan

**13.09 a) Requirements to Qualify**

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

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

**13.09 b) Term of leave**

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

540  
Employees taking maternity leave of absence and requesting parental leave, must commence the parental leave immediately on the expiration of the maternity leave, unless the employer and employee agree otherwise.

**13.10 (Number not utilized)**

**13.11 (Number not utilized)**

**13.12 Job Sharing Program**

All employees are eligible to apply for job sharing. Participation shall be subject to the terms and conditions of the Program as set out in Appendix "E".

**13.13 Paternity Leave**

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

**13.14 Leave of Absence**

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

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13.15 **Jury/Witness Duty**

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

## ARTICLE XIV

### **EMPLOYEE BENEFITS**

14.01 **Medical/Dental Coverage**

The Policy in effect throughout the Corporation shall apply in respect to coverage for medical and dental benefits.

Refer to the Letter of Agreement "Cost Sharing for Benefits".

14.02 **Injured on Duty**

14.02 a) An employee receiving compensation benefits under the Workers' Compensation Act for injury on the job shall receive the difference between the total amount that is received from the Workplace Health, Safety and Compensation Commission and any other pension or compensation related to the injury, and

- i) eighty percent of the worker's pre-accident net earnings as calculated by the Workplace Health, Safety and Compensation Commission, for the first thirty-nine weeks from the day of the injury or recurrence of the injury, and
- ii) eighty-five percent of the worker's pre-accident net earnings as calculated by the Workplace Health, Safety and Compensation Commission, thereafter.

14.02 b) An employee injured on the job shall receive the difference between his or her regular pay and the total amount that is received from any other pension or compensation related to the injury, for a period of up to three working days.

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

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

**14.03 Other Benefits**

The undermentioned benefit shall be in accordance with Corporation Policy:

- Group Life Insurance

**14.04 Pension**

All benefits, privileges, and rights to pension will be under the provisions of the Superannuation Act.

**14.05 Retirement Allowance**

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

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

**14.06 Rights and Benefits for Temporary Employees**

Notwithstanding anything contained in other Articles of this Agreement:

Temporary employees covered by this Agreement shall be entitled to all rights and benefits except Moving Allowance. However, temporary employees will be eligible for Group Life Insurance as allowed by Corporation Policy, after 12 months continuous service.

**14.07 Certification Fees**

Where the Corporation requires an employee to maintain a trade or technical certification, the Corporation will reimburse the employee for any such renewal fees. It is understood that the Corporation will reimburse Operators for the renewal of their Stationary Engineer Licenses.

**ARTICLE XV**

**HOLIDAYS**

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

**15.02** Statutory Holidays shall be paid for the day on which they are celebrated with the exception that employees on shift who work Christmas day as part of their regular shift cycle shall receive one (1) extra days' pay.

**ARTICLE XVI**

**VACATION**

**16.01 a) Entitlement for Employees Working a 40 Hour Work Week**

Employees shall receive 80 hours of annual vacation with pay after 1 year of continuous service and 120 hours of annual vacation with pay after 2 years of continuous service.

All employees shall receive 160 hours annual vacation with pay after eight (8) years of continuous service.

All employees shall receive 200 hours annual vacation with pay after twenty (20) years of continuous service.

16.01 b) Vacation entitlement for the calendar year in which an employee's entitlement reaches one hundred and twenty (120) hours shall be calculated by crediting the employee with 6.6 hours per month for that part of the year before the one hundred and twenty (120) hours entitlement was realized, and 10 hours per month for the remainder of the year. Vacation entitlement for the year in which an employee's service exceeds eight (8) years shall be calculated in a similar fashion using credits at the rate of 10 and 13.3 hours per month respectively, and vacation entitlement for the year in which an employee's service exceeds twenty (20) years shall be calculated in a similar fashion using credits at the rate of 13.3 and 16.6 hours per month respectively.

16.01 c) Entitlement for Employees Working a 36 1/4 Hour Week

The entitlements provided in section 16.01 a) will be adjusted proportionally for employees normally scheduled to work a 36% hour work week:

<u>40 hour work week</u>	<u>36% hour work week</u>
80 hours	72% hours
120 hours	108% hours
160 hours	145 hours
200 hours	181% hours

16.01 d) Vacation credits for an employee normally scheduled to work a 36% hour work week will be calculated in the same fashion as in section 16.01 b) but will be proportionally adjusted as follows:

<u>40 hour work week</u>	<u>36% hour work week</u>
6.6 hours	6.0 hours per month
10.0 hours	9.1 hours per month
13.3 hours	12.0 hours per month
16.6 hours	15.1 hours per month

16.02 Vacation Carryover

As per Corporation Policy.

16.03 Vacation Supplement

In the year when an employee reaches 25 years of service, he/she will be entitled to one additional week of vacation for that year. The week is defined as 36% hours or 40 hours according to the normal work week of the employee.

## ARTICLE XVII

### SERVICE AND SENIORITY

17.01 a) Service

Length of continuous employment by the Corporation shall be known as service.

17.01 b) Seniority

Length of employment in a family of classifications shall be known as seniority. Employees who move from one family of classifications to another shall retain the seniority in their former family of classifications. The "non-trades" families of classifications includes employees in the following groups: 5, 6, 12, 13, 14 and 23.

The families of classifications are as follows:

1. Chemical Maintainer  
Chemical Tech  
Health Physics  
Environment
2. Inspector
3. Electrical Mechanic
4. Engineering Assistant
5. Cleaner  
Service Maintainer  
Utility Maintainer

6. Supply Maintainer
7. Fuel Handling
6. Power System Operator
9. Distribution System Operator
10. Mechanical Maintainer
11. PPO I  
PPO II  
SPPO
12. Thermovision Operator
13. Meter Repairperson
14. Coal Analyst
15. Technical Operator
16. Relay and Telecommunications
17. Plant Operations Engineering
18. Radiation Control
19. Illustrators  
CAD  
Drawing Checkers
20. Generation and Technical Services - Mechanical
21. Generation and Technical Services - Civil
22. Generation and Technical Services - Electrical, Instrumentation and Control
23. Security Guard
24. Assistant Forestry Technician  
Forestry Technician I

17.01 c) Records

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



**17.02     Retention of Bargaining Unit Seniority**

17.02 a) Effective January 1, 1997, employees who transfer out of the bargaining unit to another position with NB Power, in a bargaining unit represented by the I.B.E.W., shall retain all seniority accumulated within the bargaining unit.

17.02 b) Employees who move from a position within one family of classifications in the bargaining unit to a position in another family of classifications in the bargaining unit, shall retain their seniority in their former family of classifications.

17.02 c) An employee who has transferred out of the bargaining unit and, within six months, is returned to the bargaining unit to a position within their former family of classifications, shall not lose any seniority within that family of classifications.

17.02 d) Employees who on January 1, 1997 were members of an I.B.E.W. bargaining unit at NB Power, who move to a position outside of these bargaining units shall, upon their return to an I.B.E.W. bargaining unit position, recover the seniority accumulated in their I.B.E.W. bargaining unit **positions**.

**17.03     Layoff of Regular Employees**

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

- i) the employee with the least seniority within a family of classifications at a location shall be given notice of lay off;
- ii) an employee who has been given notice of lay-off may in accordance with section (i) may displace the most junior employee in his or her current family of classifications within his or her Region, if that employee has less seniority within the family of classifications;
- iii) where there are no employees within the family of classifications in the Region who have less seniority than the employee who has received notice **of lay-off in accordance with section (i), the employee may displace the most junior employee in his or her current family of classifications within the bargaining unit, if that employee has less seniority within the family of classifications;**

- iv) where there are no employees within the family of classifications in the bargaining unit who have less seniority than the employee who has received notice of lay-off in accordance with section (i), the employee may displace:
  - (1) the most junior employee in a family of classifications to which the employee has retained seniority in accordance with article 17.02 (b), if the employee is qualified and able to perform the work in the position and the employee being displaced has less seniority within that family of classifications, or
  - (2) the most junior employee in a non-trade family of classifications (as defined in article 17.01 (b) of this Agreement), if the employee being displaced has less service;
- v) in any twelve month period, no more than 1 in 5 employees in a family of classifications at a location may be displaced, except for Point Lepreau where the ratio will be 1 in 10:
- vi) an employee who is displaced as a result of the operation of sections (ii) or (iii) may take advantage of the subsequent provisions of this article;
- vii) an employee who moves into a position as a result of the operation of sections (ii), (iii) or (iv), will be allowed a trial period of six months to demonstrate that they are able to perform the functions of the position and if they are not able to do so, they will be laid off and will not be able to take any further advantage of the provisions of this article of the Agreement;
- viii) an employee who is displaced as a result of the operation of section (iv) will be laid off and will not be able to take advantage of the provisions of this article of the Agreement;
- ix) employees who **are** displaced from their positions as a result of another employee exercising their rights under this article, will not be entitled to notice of lay-off;

- x) employees exercising their rights under this article will have their salary adjusted in accordance with article 8.01 (d) except for those employees exercising their rights under section (iv) to displace a junior employee in a non-trade classification, who will have their rate of pay immediately adjusted to the rate of pay which applies to that non-trade classification;
- xi) no relocation costs will be paid for employees exercising their rights under this article of the Agreement;
- xii) for the purposes of this Article of the Agreement, a Region is defined as:
  1. Head Office
  2. Energy Control Centre
  3. Relay and Telecommunications
  4. Generation: 5 "Regions" - Hydro, Northern, Southern, Point Lepreau and Head Office
  5. Transmission and Distribution: 6 "Regions" - Northern, Eastern, Western, Southern, Central and T&D Maintenance.

17.04 Rehiring

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

- a) such employees have had six (6) months previous service in the work headquarters and did not resign or were not discharged for cause;
- b) less than twelve (12) months have elapsed since the end of the service referred to in (a) above;
- c) such employees have notified the Corporation in writing of their desire to be recalled and have kept the Corporation informed of any change of address;
- d) such employees have the necessary qualifications.

17.05 a) Regular employees with eight (8) years of continuous service shall not be laid off solely due to reduction in forces.

17.05 b) Temporary employees will have no seniority rights outside their plant, region or immediate work area.

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

17.06 Notice

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

17.06 b) Temporary employees shall be given a minimum of three (3) weeks notice of lay-off or, at the discretion of the Corporation, pay in lieu of such notice.

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

1 7 Job Bidz

When a regular position in a classification coming within the scope of this Agreement is opened for competition, a copy of the circular will be forwarded to the Business Manager.

The circular will indicate:

- Job Classification
- Qualifications Required
- Location or Locations
- Temporary Assignment to Design & Construction, if applicable pay brackets and such other information as the Corporation deems pertinent

The bid will remain open for a minimum of fifteen (15) days.

17.08 a) Selection of applicants for appointment to classifications falling within the scope of this Agreement shall be based on ability and qualifications.

When ability and qualifications are equal, seniority shall govern.

17.08 **b)** The following benefit will be in accordance with Corporation Policy: "Moving Costs for Promotions or Job Bids".

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

17.10 **Job Bid (Other Considerations)**

Employees who wish to be considered for positions which may be filled by means other than the bid process should write the Employment Office of the Corporation and consideration will be given to these employees when appointments are being made.

17.11 **Job Descriptions**

The Corporation will provide the Union with job descriptions for the classifications enumerated in Appendix "A" and Appendix "B".

The Corporation reserves the right to change these descriptions at any time. However, prior to any such change meaningful discussions will be held with the Union. The Union will be provided with a copy when changes are made.

17.12 **Severance Benefits**

When a regular employee is laid off, they shall be entitled to a severance payment equal to 2.5 weeks pay per year of service to a maximum of ten years of service (i.e., a maximum of 25 weeks of pay).

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

## ARTICLE XVIII

### SAFETY

18.01 An employee, working alone, shall have the right to call for an additional person when he or she encounters work he or she feels would be hazardous if attempted alone.

#### 18.02 a) Joint Safety Advisory Committee

The Committee will consist of four (4) Union and four (4) Management representatives.

The function of the Committee shall be to discuss matters relative to safety and develop and follow up on recommendations.

The Committee will meet at approximately three (3) month intervals. A copy of the minutes of such meetings shall be forwarded to the Union Office.

#### 18.02 b) Work Site Safety Committee

When an overall Safety Committee is established at a work site, this bargaining unit will be entitled to have proportional representation on the Committee.

#### 18.03 Radiation Limits

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

The above noted provisions do not apply:

- a) Where the employee exceeds radiological limits as a result of his or her own willful negligence, or

b) Beyond the time where AECB or NB Power regulations would permit the employee to return to his/her former position.

18.04 **Clothing**

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

18.04 b) The Corporation shall provide, once yearly, one pair of bib overalls or coveralls, as well as an initial issue of lined coveralls, to employees in Appendix "A" classifications who have an on-going need for such clothing. Where coveralls or overalls are destroyed on the job as a result of work, the employee shall turn in the old pair and the supervisor will arrange for a replacement.

18.04 c) All employees who are required by Legislation or NB Power Safety Rules to wear safety footwear on a regular basis shall receive an annual footwear allowance of \$90.00. This allowance shall **be payable** on or about June 1st of each year and only those employees who are on the NB Power payroll on June 1st shall be eligible for the allowance. Effective June 1, 1997, employees who require safety footwear but do not wear such footwear on a regular basis, will be entitled to the footwear allowance once every three years.

18.04 d) Rubber gloves shall be tested as per existing procedures.

## ARTICLE XIX

### **BARGAINING UNIT WORK**

19.01 It is recognized that while an overlap of duties may exist, supervisors will not work as Technicians. Under no circumstances will supervisors do work during overtime hours that would circumvent overtime for members of the bargaining unit.

## ARTICLE XX

### GRIEVANCE PROCEDURE

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

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

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

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

Step Three: Within five (5) working days from the expiration of the five day period referred to in Step Two, the employee may present the grievance in writing by mailing it by registered mail to the President of NB Power or their designate. Copies of correspondence and the grievances presented at Steps One and Two, and replies by persons designated by



the employer under Steps One and Two should accompany the grievance when it is presented to the President. The President shall reply in writing to the employee within ten (10) .working days from the date the grievance was presented. If the employee does not receive a reply or satisfactory settlement of his or her grievance from the President, the grievance may be referred to adjudication within three months from the expiration of the ten day time period referred to above. If the grievance is referred to adjudication, the parties to the collective agreement have one month to make arrangements for the adjudication unless this time limit is waived by mutual agreement.

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

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

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

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

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

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

## **ARTICLE XXI**

### **ADJUDICATION**

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

## **ARTICLE XXII**

### **RULES AND REGULATIONS**

22.01 The members of the Union shall observe all Corporation rules and regulations presently in force, or issued from time to time, and the Union agrees to support their observation provided that such rules and regulations do not contravene the provisions of this Agreement.

The Business Manager will be provided copies of newly issued and changes to existing Administrative Directives which affect members of the bargaining unit.

The appointed Union representatives on site shall be advised of newly issued or changes to existing local rules affecting members of the bargaining unit.

## **ARTICLE XXIII**

### **RETROACTIVITY**

23.01 It is mutually understood and agreed that the provisions of the Collective Agreement being signed by the parties this day stating that the Agreement is to be in effect for the term October 1, 1995 to September 30, 1999, are intended to provide continuity in the relations between the parties and retroactive effect, for the period October 1, 1995, to the execution of this Agreement is to be given only where specified in the Agreement.

## ARTICLE XXIV


### DURATION

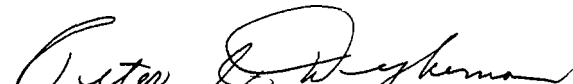
24.01 This Agreement shall be in effect for a term from October 1, 1995 to and including September 30, 1999 and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requires the other party to commence collective bargaining by written notice given within the period of two (2) months before the Agreement ceases to operate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 19th day of ~~December~~, 1997.

NEW BRUNSWICK POWER CORPORATION

  
\_\_\_\_\_  
DR. FRANK WILSON  
CHAIRMAN


  
\_\_\_\_\_  
JAMES F. HANKINSON  
PRESIDENT & CHIEF EXECUTIVE OFFICER

  
\_\_\_\_\_  
PETER J. DYKEMAN Q.C.  
SECRETARY

LOCAL 2309, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS A.F. OF L.C.I.O., C.L.C.

  
\_\_\_\_\_  
GARY MUNN  
PRESIDENT

  
\_\_\_\_\_  
PETER WILLIAMS  
RECORDING SECRETARY

  
\_\_\_\_\_  
JOHN E. COLE  
BUSINESS MANAGER

APPENDIX "A"

SALARY SCHEDULE - CONVENTIONAL CLASSIFICATIONS  
 HOURLY RATE - EFFECTIVE OCTOBER 01, 1995 - SEPTEMBER 30, 1999

		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
INSPECTOR I ✓	1997	10.71 ✓	11.43	12.21	13.09	14.04
	1998	10.86 ✓	11.59	12.39	13.27	14.24
ASSISTANT FOREST TECHNICIAN	1997	11.00	12.29	13.72	15.32	17.10
	1998	11.17	12.47	13.92	15.54	17.35
INSTRUMENT PERSON I	1997	11.86	12.59	13.40	14.04	15.13
	1998	12.03	12.77	13.59	14.24	15.34
INSTRUMENT MECHANIC	1997	12.81	14.24	15.88	17.68	20.31
	1998	13.00	14.45	16.11	17.94	20.61
INSPECTOR II INSTRUMENT PERSON II	1997	13.09	14.04	15.13	15.91	16.70
	1998	13.27	14.24	15.34	16.14	16.94
COAL ANALYST	1997	13.72	14.58	15.51	16.50	17.53
	1998	13.92	14.79	15.74	16.74	17.79
TECHNICAL OPERATOR I	1997	13.72	15.32	16.70	17.53	18.44
	1998	13.92	15.54	16.94	17.79	18.71
ELECTRICAL MECHANIC I ENGINEERING ASSISTANT I TECHNICIAN I CAD I FOREST TECHNICIAN I	1997	13.72	15.32	17.10	19.10	21.33
	1998	13.92	15.54	17.35	19.38	21.64

**APPENDIX "A"**

**SALARY SCHEDULE - CONVENTIONAL CLASSIFICATIONS  
HOURLY RATE - EFFECTIVE OCTOBER 01, 1995 - SEPTEMBER 30, 1999**

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
CHEMICAL CONTROL TECHNICIAN II	1997 13.72	15.32	17.10	19.10	21.33	22.40	23.52
	1998 13.92	15.54	17.35	19.38	21.64	22.73	23.86
TECHNICAL OPERATOR II	1997 14.91	15.91	17.10	19.10	21.33		
	1998 15.13	16.14	17.35	19.38	21.64		
INSPECTOR III	1997 15.13	16.30	17.53	18.44	19.34		
INSTRUMENT PERSON III	1998 15.34	16.54	17.79	18.71	19.62		
METER REPAIRPERSON I							
PERT COST & SCHED. ANALYST I	1997 15.91	17.10	18.44	19.34	20.33		
	1998 16.14	17.35	18.71	19.62	20.63		
THERMOVISION OPERATOR	1997 16.70	17.96	19.34	20.33	21.33		
	1998 16.94	18.22	19.62	20.63	21.64		
METER REPAIRPERSON II	1997 17.53	18.44	19.34	20.33	21.33		
	1998 17.79	18.71	19.62	20.63	21.64		
ELECTRICAL MECHANIC II	1997 17.53	18.72	19.97	21.33	22.40		
ENGINEERING ASSISTANT II	1998 17.79	18.99	20.26	21.64	22.73		
TECHNICAL OPERATOR III							

**APPENDIX "A"**

**SALARY SCHEDULE - CONVENTIONAL CLASSIFICATIONS  
HOURLY RATE - EFFECTIVE OCTOBER 01, 1995 - SEPTEMBER 30, 1999**

		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
ELECTRIC MECHANIC III	<b>1997</b>	18.44	20.33	21.33	22.40	23.52
ENGINEERING ASSISTANT III	<b>1998</b>	18.71	20.63	21.64	22.73	23.86
OPERATING SPECIALIST PRODUCTION						
OPERATING SPECIALIST (STD & SPEC)						
PERT & COST SCHEDULING ANALYST II						
PLANNER / ESTIMATOR I						
PLANNING SPECIALIST						
TECHNICAL ASSISTANT I						
TECHNICIAN II						
CAD II						
SYSTEM LOAD ANALYST	<b>1997</b>	19.34	20.62	22.04	23.52	24.70
DRAWING CHECKER	<b>1998</b>	19.62	20.92	22.36	23.86	25.06
OPERATING SPECIALIST						
ARCHITECTURAL DESIGNER	<b>1997</b>	20.33	21.88	23.52	24.70	25.99
DISTRIBUTION SYSTEM OPERATOR	<b>1998</b>	20.63	22.20	23.86	25.06	26.37
PERT COST & SCHEDULING ANALYST III						
T. & D., R. & D. PROJECT SPECIALIST						
TECHNICAL ASSISTANT II						
SR. ELECTRICAL MECHANIC						
SR. ELECTRICAL REPAIR TECHNICIAN						
SR. ENGINEERING ASSISTANT						
SR. RELAY & TELECOMMUNICATION						
SR. TECHNICIAN CAD						
SR. EI&C TECHNICIAN						
PLANNER / ESTIMATOR II						
DISTRIBUTION SYSTEM OUTAGE COORDINATOR	<b>1997</b>	23.13	24.29	25.53	26.82	28.15
POWER SYSTEM OPERATOR	<b>1998</b>	23.47	24.65	25.90	27.21	28.56
SECURITY GUARD	<b>1997</b>	13.94	14.75	15.60	16.51	17.46
	<b>1998</b>	14.14	14.96	15.83	16.75	17.71
SENIOR SECURITY GUARD	<b>1997</b>	14.75	15.60	16.51	17.46	18.48
	<b>1998</b>	14.96	15.83	16.75	17.71	18.74

**APPENDIX "B"**

**SALARY SCHEDULE - NUCLEAR CLASSIFICATIONS  
HOURLY RATE - EFFECTIVE OCTOBER 01, 1995 - SEPTEMBER 30, 1999**

<u>OPERATIONS</u>		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
POWER PLANT OPERATOR I	<b>1997</b>	13.61	14.78	17.45	19.87	21.93	23.57
	<b>1998</b>	13.81	14.99	17.70	20.16	22.25	23.92
 POWER PLANT OPERATOR II COMMISSIONING ASSISTANT	<b>1997</b>	21.93	23.08	24.23	25.41		
	<b>1998</b>	22.25	23.42	24.59	25.78		
 POWER PLANT OPERATOR SPECIAL	<b>1997</b>	24.23	25.41	26.50	28.08		
	<b>1998</b>	24.59	25.78	26.89	28.49		
 SENIOR POWER PLANT OPERATOR COMMISSIONING ASSISTANT	<b>1997</b>	26.50	28.08	29.51	31.20	33.00	
	<b>1998</b>	26.89	28.49	29.94	31.66	33.49	
 SENIOR POWER PLANT OPERATOR (LICENSED)	<b>1997</b>	27.97	29.56	31.01	32.67	34.48	
	<b>1998</b>	28.38	29.99	31.47	33.16	34.99	

**OPERATOR PROGRESSION**

- 1      Power plant Operator I to Power Plant Operator II  
  
On promotion Power Plant Operator I at step "F" will progress to step "C" of the Power Plant Operator II level, after six months at level "C" and on satisfactory performance the Operator will progress to step "D" top of the bracket.
  
- 2      Power Plant Operator (special) to Senior Plant Operator (Licensed)  
  
Power Plant Operator (Special) at step "C" on completion of A.E.C.B. training, shall progress to step "C" of Senior Power Plant Operator, licensed if a complement position is available.  
  
If a complement position is not available the Operator will progress to step "D" of Power Plant Operator Special.  
  
When the Operator is promoted to Senior Power Plant Operator (Licensed) he/she shall move to step "D" of the Senior Power Plant Operator (Licensed) level.



**APPENDIX "B"**

**SALARY SCHEDULE - NUCLEAR CLASSIFICATIONS  
HOURLY RATE - EFFECTIVE OCTOBER 01, 1995 - SEPTEMBER 30, 1999**

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
TECHNICAL ASSISTANT, NUCLEAR	1997 21.93	23.08	24.23	25.41	26.50	28.08	29.51
TECHNICAL ASSISTANT, QA	1998 22.25	23.42	24.59	25.78	26.89	28.49	29.94

**MECHANICAL**

**ELECTRICAL, INSTRUMENTATION AND CONTROLS**

**CHEMICAL**

MAINTAINER I	1997 13.61	14.78	17.45	19.87	21.93		
	1998 13.81	14.99	17.70	20.16	22.25		

MAINTAINER II	1997 21.93	23.08	24.23	25.41			
COMMISSIONING ASSISTANT	1998 22.25	23.42	24.59	25.78			

SENIOR MAINTAINER	1997 25.41	26.50	28.08	29.51			
SENIOR COMMISSIONING ASSISTANT	1998 25.78	26.89	28.49	29.94			

**FUEL HANDLING**

SPECIALIST I	1997 13.61	14.78	17.45	19.87	21.93		
	1998 13.81	14.99	17.70	20.16	22.25		

SPECIALIST II IN TRAINING	1997 21.93	23.08	24.23	25.41			
	1998 22.25	23.42	24.59	25.78			

SPECIALIST II	1997 25.41	26.50	28.08	29.51			
COMMISSIONING ASSISTANT	1998 25.78	26.89	28.49	29.94			

SENIOR SPECIALIST	1997 26.50	28.08	29.51	31.20	33.00		
SENIOR COMMISSIONING ASSISTANT	1998 26.89	28.49	29.94	31.66	33.49		

APPENDIX "B"

SALARY SCHEDULE - NUCLEAR CLASSIFICATIONS  
HOURLY RATE - EFFECTIVE OCTOBER 01, 1995 - SEPTEMBER 30, 1999

RADIATION CONTROL

		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
JUNIOR ASSISTANT	1997	13.61	14.78	17.45	19.87	21.93
	1998	13.81	14.99	17.70	20.16	22.25
ASSISTANT	1997	21.93	23.08	24.23	25.41	
	1998	22.25	23.42	24.59	25.78	
SENIOR ASSISTANT	1997	25.41	26.50	28.08	29.51	
	1998	25.78	26.89	28.49	29.94	

HEALTH PHYSICS

JUNIOR ASSISTANT	1997	13.61	14.78	17.45	19.87	21.93
	1998	13.81	14.99	17.70	20.16	22.25
ASSISTANT	1997	21.93	23.08	24.23	25.41	
	1998	22.25	23.42	24.59	25.78	
SENIOR ASSISTANT	1997	25.41	26.50	28.08	29.51	
	1998	25.78	26.89	28.49	29.94	

SUPPLY

ASSISTANT MAINTAINER	1997	13.61	14.39	15.24	16.11	17.04
	1998	13.81	14.60	15.46	16.34	17.29
COMMISSIONING ASSISTANT IN TRAINING	1997	13.61	14.78	16.06	17.45	18.91
	1998	13.81	14.99	16.29	17.70	19.19
MAINTAINER COMMISSIONING ASSISTANT	1997	14.78	17.04	18.91	20.29	
	1998	14.99	17.29	19.19	20.59	
SENIOR MAINTAINER	1997	18.91	20.29	21.31	22.37	
	1998	19.19	20.59	21.62	22.70	

**APPENDIX "B"**

**SALARY SCHEDULE - NUCLEAR CLASSIFICATIONS  
HOURLY RATE - EFFECTIVE OCTOBER 01, 1995 - SEPTEMBER 30, 1999**

<u>UTILITY</u>		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
ASSISTANT MAINTAINER	<b>1997</b>	13.61	14.78	16.06	17.45	18.91
	<b>1998</b>	13.81	14.99	16.29	17.70	19.19
MAINTAINER	<b>1997</b>	18.91	19.87	20.86	21.93	
	<b>1998</b>	19.19	20.16	21.17	22.25	
 <u>SERVICE</u>						
SERVICE MAINTAINER I	<b>1997</b>	12.80	13.51	14.29	15.45	16.72
	<b>1998</b>	12.99	13.71	14.50	15.67	16.96
SERVICE MAINTAINER II	<b>1997</b>	13.61	14.78	16.06	17.45	18.91
	<b>1998</b>	13.81	14.99	16.29	17.70	19.19
SENIOR SERVICE MAINTAINER	<b>1997</b>	15.66	17.00	18.47	20.07	21.75
	<b>1998</b>	15.88	17.24	18.74	20.36	22.07
CLEANER	<b>1997</b>	10.40	10.93	11.47	12.06	12.67
	<b>1998</b>	10.54	11.09	11.64	12.23	12.85
 <u>ILLUSTRATION</u>						
ILLUSTRATOR IN TRAINING	<b>1997</b>	12.12	12.85	13.61	14.78	16.06
	<b>1998</b>	12.30	13.04	13.81	14.99	16.29
ILLUSTRATOR I	<b>1997</b>	13.61	14.78	16.06	17.45	18.91
	<b>1998</b>	13.81	14.99	16.29	17.70	19.19
ILLUSTRATOR II	<b>1997</b>	17.46	18.91	19.87	20.86	21.93
	<b>1998</b>	17.71	19.19	20.16	21.17	22.25
ILLUSTRATOR III	<b>1997</b>	19.87	20.86	21.93	23.08	24.23
	<b>1998</b>	20.16	21.17	22.25	23.42	24.59
 <u>SECURITY</u>						
SECURITY GUARD	<b>1997</b>	14.75	15.60	16.51	17.46	18.48
	<b>1998</b>	14.96	15.83	16.75	17.71	18.74
SENIOR SECURITY GUARD	<b>1997</b>	15.84	16.75	17.72	18.75	19.83
	<b>1998</b>	16.07	16.99	17.98	19.02	20.11

APPENDIX "C"

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

- OBJECTIVE:** To supplement unemployment benefits received by workers for unemployment caused by pregnancy, birth or adoption of a child (children).
- ELIGIBILITY:** All employees who become pregnant or adopt a child and who have completed 12 consecutive months of employment with NB Power. Employees disentitled or disqualified from receiving Employment Insurance benefits are not eligible for Supplementary Unemployment Benefits.
- LEVEL OF BENEFITS:** Ninety-three percent (93%) of the employee's normal weekly salary. s represents the total of Employment Insurance gross benefits, the Supplementary Unemployment Benefits and other earnings. Employees do not have a tight to SUB payments except for supplementation of EI benefits for the unemployment period up to 15 weeks. Where an employee is subject to a waiting period of two weeks before receiving Employment Insurance benefits, they will not receive SUB during that time.
- FINANCING:** SUB payments will be financed out of the employer's current revenue. A separate accounting will be kept on SUB payments.
- DURATION:** October 1, 1995 to the expiration of the Collective Agreement.
- EMPLOYEE REQUIREMENTS:** Employees must apply for Employment Insurance before SUB becomes payable. An employee must provide NB Power with proof that they are receiving EI benefits by submitting the first benefit stub to NB Power. For subsequent verification, HRDC provides NB Power with computer printouts. NB Power's Revenue Canada Business Number is 11924 6924 RP0002. Employees will not have any vested interest in the plan except to receive payments for the covered unemployment periods. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the SUB plan. Employees will agree in writing to return to work for at least six months after maternity or adoption leave; failure to do so will result in forfeiture of all moneys paid under the SUB plan. NB Power will advise HRDC of any changes to an approved plan within thirty days of the effective date of change.

APPENDIX "D"

PART TIME EMPLOYEES

Salaries and Benefits:

- (a) Vacation  
5 Vacation entitlement shall be pro-rated according to the number of hours worked.
- (b) Statutory Holidays  
1  
5 Payment for the eleven holidays specified in the Collective Agreement shall be pro-rated according to the number of hours worked.
- (c) Sick Leave (Short Term Disability)  
5 Sick leave benefits shall be pro-rated according to the number of hours worked.
- (d) Long Term Disability  
Long term disability benefits shall be pro-rated according to the number of hours worked.
- (e) Health Care Benefits Including Dental Care  
Benefits will be same as for full-time employees. Costs will not be pro-rated.
- (f) Overtime  
1  
2 Employees who work outside their part-time hours, but within the hours of the normal work day, shall be paid at straight time for all such hours. It is understood all such hours are worked on a voluntary basis.
- (g) Pension  
Eligibility to contribute to the Public Service Superannuation Plan will be determined by Provincial Legislation. However, participants in this program may contribute to the NB Power Group RRSP.
- (h) Seniority  
1  
3 An employee will receive a full year credit for seniority purposes regardless of the number of hours worked during the year.

## APPENDIX "E"

### JOB SHARING PROGRAM

1. Requests for participation in the Program will be subject to supervisory and/or management approval.
2. An employee wishing to participate in the Program is responsible for finding a suitable partner who is willing to share the job. If a partner cannot be found internally, the Human Resources Division will provide assistance in finding a partner.
3. Each job sharing situation will be undertaken on a four month trial basis. Following this trial period, management or the job sharer may elect to discontinue the job sharing arrangements.  
  
During the trial period, a job sharer may only opt out of the Program with management approval.
4. In most cases, the average number of hours worked per week by an individual employee shall be one-half the hours required to staff the position on a full time basis; (i.e., one-half 36.25 hours or one-half of 40) as the case may be.  
  
Individual departments will decide the most appropriate division of time for that department and for the individuals concerned.
5. a) Subject to paragraph (b) below, if one of the "partners" leaves the position, the other partner will have the option of taking the job on a full-time basis, or carrying the job on a full-time basis until a suitable partner is found.  
  
b) Where the remaining partner was hired for a job sharing position, or was in a lower paying full time position immediately prior to becoming a job sharer, that employee will not have the option of taking the position on a permanent full-time basis unless he/she has been in the job sharing position for at least three years. In such circumstances the full time position will be opened for bid within that general work location only. Should someone other than the remaining partner be the successful bidder, the remaining partner will be awarded the resulting vacant position.  
  
c) Where one partner is absent due to maternity/adoption leave or an extended period of short term sick leave, the remaining partner will fill the position on a full time basis for the duration of the absence. The Corporation agrees to provide the remaining partner with ten calendar days notice of the requirement to fill the position on a full time basis. Any short term sick leave absence with an expected duration of 5 working days or more shall be considered an "extended" absence.

6. Salaries and Benefits:

a) Vacation

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

b) Statutory Holidays

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

c) Sick Leave (Short Term Disability)

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

d) Long Term Disability

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

e) Health Care Benefits Including Dental Care

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

9 Overtime

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

g) Pension

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

h) Seniority

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

LETTERS OF AGREEMENT







515 Ring Street  
P. O. Box 2000'  
Fredericton, NB  
E3B 4X1

Mr. John Cole  
Business Manager  
IBEW Local 2309  
136 Neil1 Street  
Fredericton, NB  
E3A 2Z6

Dear Mr. Cole:

SUBJECT: LICENCED OPERATOR TRAINING

The letter sets forth the Agreement reached during negotiations between NB Power and IBEW Local 2309 Technical Non-Supervisory Group respecting Licenced Operator Training for employees in the Power Plant Operator II classification.

- A) Selection - Based on established pre-requisites in formal, training and field experience, candidates will have demonstrated ability to study and pass A.E.C.B. level examinations. Pre-selected tests may be given to candidates. Qualities of stability and maturity exhibited in past experiences would be weighed in the selection.
- B) Progression and Pay Administration - *On* selection, a work and training schedule will be set out for the candidate.
- 1) When the candidate has obtained an unconditional pass on the A.E.C.B. exam, reclassification to PPO (Special) will occur. on reclassification, the candidate will move to the bracket bottom or if already at a salary within the bracket, receive a step increment within the bracket. See 3) below regarding conditional passes.

- 2) Normal merit increases will be allowed within the bracket. However, the maximum step can be attained only after obtaining unconditional passes on all A.E.C.B. exams. See 3) below regarding conditional passes.
- 3) Pay increases provided in 1) and 2) above which are conditional on successful completion of A.E.C.B. exams shall not fall due when the pass is conditional. However, when the condition(s) is removed so as to render the pass unconditional, the pay increase shall be made effective on the earlier of:
  - a) the date the pass became unconditional
  - or
  - b) two months after the conditional pass was obtained.
- 4) When the candidate has obtained an unconditional pass on the A.E.C.B. "General" exams, he or she will be eligible for a \$2,000.00 lump sum payment.
- 5) When the candidate has obtained an unconditional pass on the A.E.C.B. "Specific" exams, he or she will be eligible for a \$2,000.00 lump sum payment.

It is understood that the candidates will progress through the program at a reasonable rate with completion normally over a three year period.

C) Reclassification on Unsatisfactory Performance

On reclassification to their previous position, salaries would be that of the previous position, plus merit increases, they could have gotten if they had remained in the position.

Guidelines for reclassification are:

- 1) Failure of three sittings for A.E.C.B.'s exam or pre-tests. (At Management's option, special testing or evaluation may be carried out to allow a further sitting after three failures.)
- 2) Failure to pass field checkouts and skills training for the licenced position within two years of being selected as a candidate.

- 3) Displaying attributes or attitudes that would prevent recommendation to the "Board" as to the candidates licensability.

Signed this 21 day of June 1990.

  
IBEW LOCAL 2309

  
NB POWER





515 Ring Street  
P. O. BOX 2000  
Fredericton, NB  
E3B 4X1

Mr. John Cole  
Business Manager  
IBEW Local 2309  
138 Neill Street  
Fredericton, NB  
E3A 2Z6

Dear Mr. Cole:

SUBJECT: TECHNICIANS, ELECTRICAL MECHANICS  
& ENGINEERING ASSISTANTS

This letter sets forth the Agreement reached during negotiations between NB Power and IBEW Local 2309 Technical Non-Supervisory Group respecting the above captioned.

TECHNICIAN I AND II

It is agreed that technicians who are graduates of a recognized two year technology school program and who have a minimum of 5 years experience as a technician may progress to the Technician II classification. It is understood that step increases in the Technician I and Technician II categories are based upon satisfactory performance and progress as per Article 8.02 (b) of the Collective Agreement. The Commission will review the cases of employees in the Technician I classification and if the above criteria are met, those employees will be reclassified to Technician II effective the date of signing. Where the criteria is not met, subsequent reviews will be held and decisions on reclassification will be made accordingly.

ELECTRICAL MECHANICS

It is agreed that the basis for progression from Electrical Mechanic I to Electrical Mechanic II shall remain unchanged. Employees in the Electrical Mechanic II classification may progress to the Electrical Mechanic III level

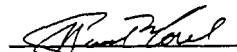
provided they have completed at least two years at the top step of the Electrical Mechanic II level and have performed satisfactorily. The Commission will review the cases of employees in the Electrical Mechanic II classification and where the above criteria are met, those employees will be reclassified to Electrical Mechanic III effective the date of signing. Where the criteria are not met, subsequent reviews will be held and decisions on reclassification will be made accordingly.

ENGINEERING ASSISTANTS

It is agreed that the basis for progression from Engineering Assistant I to Engineering Assistant II **shall** remain unchanged. Employees in the Engineering Assistant II classification may progress to the Engineering Assistant III level provided they have **completed** at least two years at the top step of the Engineering Assistant II level, have successfully completed the **necessary** academic requirements, and have performed satisfactorily. The Commission will review the cases of employees in the Engineering Assistant II classification **and** where the above criteria are **met, those** employees will be reclassified to Engineering Assistant III effective the date of signing. Where the criteria are not met, subsequent reviews will be held and decisions on reclassification will be made accordingly.

signed this 21 day of June 1990.

  
IBEW LOCAL 2309

  
NB POWER

Mr. John Cole  
Business Manage]  
I.B.E.W. Local 2309  
138 Neill St.  
Fredericton, N. B.  
E3A 2Z6

Dear Mr. Cole:

RE: Costs for Benefits

During the current round of collective bargaining, we have agreed to address the issue of the costs for our benefits package. As a result, we have agreed to delete the second paragraph of article 14.01 of the former Agreement and replace it with a reference to this letter which will be attached to the Agreement as an appendix.

In 1975 the Parties established a benefits package and in discussions concerning the cost sharing arrangements, arrived at a decision as to who would be responsible for the cost of each benefit which resulted in the employer paying approximately 60% of the overall cost of the benefits package and the employees paying 40%. In recent years, that ratio of cost-sharing has changed so that the employer is paying approximately 70% and the employees 30%.

The benefits are paid as follows:

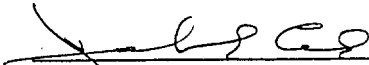
LTD	100% by the employees
Basic Life	73% by the employer, 27% by employees
Health	100% by the employer
AD&D	100% by the employer
Dental	60% by the employer, 40% by the employees




It is the Parties' intent that during the life of this Agreement, representatives from the Corporation, bargaining units and non-union employees will be appointed by the Parties to a joint benefits committee, which will review the current benefits plan and make recommendations back to their principals regarding changes (for example, a flexible benefits program) which will restore the ratio of cost sharing to a 60/40 split between the employer and employees.

However, during the life of the Agreement, the Parties agree that any increase in the overall cost of the benefits package will be shared on a 60/40 basis (Employer/Employee).

Signed this 13<sup>th</sup> day of February, 1997.

  
I.B.E.W., Local 2309

  
NB Power

  
9709-24

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

Dear Mr. Cole:

RE: Creation of Senior Technician Classification


This letter will confirm our agreement during negotiations that the Employer will create the new position of "Senior Technician" to be added to the list of conventional classifications contained in Appendix "A" of the Collective Agreement. The Parties agreed that a salary range will be established in which the top of the range for Senior Technician is 10% above the top of the salary range for Technician II.


The Employer has identified eight (S) positions in the organization in which we currently anticipate having an on-going requirement for a senior technician to provide direction to a group of employees. As a result, eight senior technician positions will be established in the following regions:

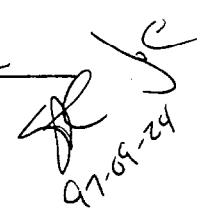
- **North ern Region**                      **3 positions**
- **Southern Region**                      **2 positions**
- **Hydro Region**                         **3 positions**

The Employer agrees to identify the individuals who will be appointed to these positions prior to the Collective Agreement being taken to the membership for consideration for ratification.

Signed this 13<sup>th</sup> day of February, 1997.

  
I.B.E.W., Local 2309

  
NB Power

  
97-09-24

-80



NEW BRUNSWICK POWER  
ÉNERGIE NOUVEAU-BRUNSWICK

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


Dear Mr. Cole:

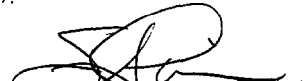
RE: Power System Operators/Coverage for Vacation & Extended Sick Leave

This letter sets out the agreement reached between the Parties during negotiations to provide coverage for scheduled vacation and extended sick leave for Power System Operators. The twelve-hour shift schedule for this group of employees and the article of the Collective Agreement which sets out the hours of work for these employees is amended to reflect the following,

- (a) the employee scheduled to work days will be used to cover scheduled vacation and extended sick leave.
  - (b) a portion of the employee's vacation must be scheduled and agreed to by the Employer each year (on a date that is mutually acceptable to local management and the employees) as follows: 36 hours for an employee with 5 extra days (beyond that which is incorporated into the shift schedule) and 48 hours for an employee with 10 extra days (beyond that which is incorporated into the shift schedule):
  - (c) the Employer will post the scheduled vacation to provide notice to employees who are scheduled to work days during those periods and their schedule will be adjusted to reflect the fact that they will be covering the shifts of the employee who has scheduled vacation in that period;
  - (d) if the employee works a 12 hour shift (day or night) from Monday to Friday, they will receive 13 hours for each day worked, but if they work 3 day or night shifts in a row they get 1 additional hour (40 hours total) credit. If the employee works a 12 hour shift (day or night) on either Saturday or Sunday then they will receive 18 hours for each day worked, but if they work 4 day or night shifts in a row (which includes Saturday and Sunday), they will get 2 additional hours (64 hours total credit);
  - (e) scheduled vacation takes precedent over requests to schedule accumulated time off or non-scheduled vacation;
  - (f) "coverage for extended sick leave" will be used when an individual will absent for a block of three or more shifts:
- (2) when an employee has notified the Employer that they will require extended sick leave, an employee scheduled to work days will be given a minimum of twenty-four hours notice of a change in the schedule to cover the shifts of the employee on extended sick leave.

Signed this 24<sup>th</sup> day of SEPT., 1997.

  
I.B.E.W., Local 2309

  
NB Power

-84.



NEW BRUNSWICK POWER  
ÉNERGIE NOUVEAU-BRUNSWICK

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

19970923

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

Dear Mr. Cole,

This will confirm the agreement reached between NB Power and I.B.E.W. Local 2309 concerning the reclassification of temporary employees at the Point Lepreau Generating Station

Upon ratification of the tentative agreement between NB Power and I.B.E.W. Local 2309 - Technical Non-Supervisory Group reached on September 23, 1997, NB Power agrees to reclassify the following employees from temporary to regular status:-

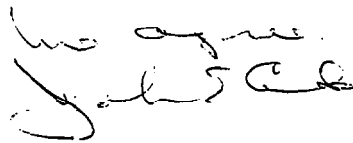
<u>Name</u>	<u>Classification</u>
McKinley, Jamie	EI&C Maintainer
Law, Sean	EI&C Maintainer
Dowling, Albert	EI&C Maintainer
Butts, Richard	EI&C Maintainer
Buchanan, Bruce	EI&C Maintainer
Galbraith, Krista	Chemical Maintainer
Van Wart, Douglas	Mechanical Maintainer
Haire, Neville	Mechanical Maintainer
Dougan, Peter	Mechanical Maintainer
Borthwick, Tom	Mechanical Maintainer
Parks, Tim	Supply Maintainer
Brown, Greg	Technical Assistant
Yeomans, Richard	Cleaner

Once the ratified agreement is signed, the above reclassifications will be put in place, effective the date of ratification.

Yours truly,



PAUL THÉRIAULT  
Vice-President, Human Resources  
and Administration



-85-

je. Jk.  
91-09-24



NEW BRUNSWICK POWER  
ÉNERGIE NOUVEAU-BRUNSWICK

July 28, 1997

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

Dear Mr. Cole:

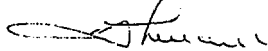
RE: Implementation of a Sixth Crew for Operators at Point Lepreau G. S.

This letter will confirm the agreement (attached) reached between NB Power and the I.B.E.W., Local 2309 (Technical Non-Supervisory Group) with regards to the implementation of a six crew; twelve hour shift schedule for operators in nuclear classifications who are assigned to the "full shift assignment" schedule.

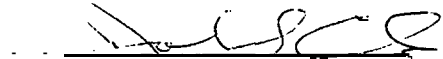
It is understood that the implementation of the sixth crew will require an increase to the complement at Point Lepreau of five regular employees on the plan of establishment. The selection of employees to fill these complement positions will be restricted to the group of term temporary employees who are currently attached to the Operations Department at the Point Lepreau G. S. As the parties have agreed that these employees are equally qualified: the selection of the employees for the regular positions will be determined by their seniority in the power plant operator classification, as per article 17.08 (a) of the Collective Agreement. In addition, due to current staffing needs, three additional employees in this group will be appointed to regular positions

Please signify your agreement to the terms of this letter by signing as indicated below:

Yours truly,



Paul Theriault, Vice-President  
Human Resources & Administration



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

cc: R. White  
B. Pilkington  
K. Roherty  
K. Stafford  
F. McCallum  
S. Currie

-86.

SK  
97-09-29





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

1997 12 15

I.B.E.W..  
138 Neil Street.  
Fredericton, N. B  
E3A 2Z6

Attention: John Cole

Dear Mr. Cole:

RE: SHORT TERM SICK LEAVE

You will recall that a year or so ago, NB Power proposed that the criteria for the reinstatement of full short term sick leave benefits be changed from 3 months for related illness and 1 month for unrelated to 2 months for either situation. To compensate for increasing from 1 month to 2 for unrelated illness, we agreed to allow up to 2 days of paid leave during the 2 month period. This new system would help streamline and reduce the cost of administering the program. This system was put in place with the agreement of locals 2309 and 1733.

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

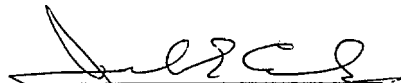
Rather than revert to our former system or incur this additional cost, NB Power prefers to change the 2 month reinstatement period to one month for both related and unrelated illnesses, This will allow us to retain our former rate of assessment and maintain the administrative advantages noted above. It is also

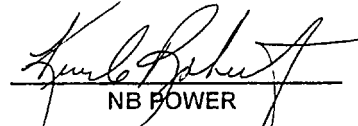
-87-

an obvious improvement for our employees, However, since we are now back to one month, it would also be appropriate to reduce the 2 days paid leave to one.

Please indicate your concurrence with the above described changes by signing below.

Signed this 15<sup>th</sup> day of December, 1997.

  
IBEW - LOCAL 2309

  
NB POWER