

AGREEMENT

BETWEEN

NEW BRUNSWICK POWER GENERATION CORPORATION

AND

LOCAL 37

OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

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

GENERATION OPERATIONAL GROUP

JANUARY 1, 2012 – DECEMBER 31, 2015



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THIS AGREEMENT, made in duplicate this 18th day of December, 2012.

BETWEEN:

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

AND

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

WHEREAS the Employer (subject at all times to all the provisions of the **Electricity Act**, SNB 2003, Chapter E-4.6 as amended) is generating electrical energy and in connection therewith has in its employ a number of employees who are members of Local 37.

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

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

NOW THEREFORE, it is agreed between the parties hereto:

ARTICLE I

SCOPE OF WORK

1.01 Every Employee will perform whatever work is required to support, operate and maintain the Stations and the work of the Employer, as directed by the Employer, within the limits of their safety, knowledge and skill.

ARTICLE II

UNION RECOGNITION

2.01 The Employer recognizes Local Union 37 of The International Brotherhood of Electrical Workers as the exclusive bargaining agent for all employees in the Generation Operational bargaining unit to whom New Brunswick Certification Order Number PS-013-04 applies.

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

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

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

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

2.06 Union Officials

2.06 a) Business Manager

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

2.06 b) Shop Stewards

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

2.06 c) Union Negotiating Committee

The Employer agrees to pay up to five (5) employees, who are members of the Union Negotiating Committee, for time spent negotiating a new contract with the Employer during their normal work day but shall not pay overtime or expenses. The day prior to each negotiation session will be considered as time spent at negotiations.

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

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

2.06 d) Other Pay and Expenses

The Employer shall not pay for time spent or expenses incurred in respect to grievances, adjudication, designation or other activity related to Union business except as specified in this agreement. When five (5) days notice has been given and replacement is available, the Employer will allow Union executive officers time

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

2.06 e) Union Officers

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

2.06 f) New Employees

New employees, coming within the scope of this Agreement will be notified that a Collective Agreement is in effect. The Employer agrees to provide to the Union a monthly list of all new hires to regular positions, and all casual or temporary hires with an expected term of employment of six (6) months or more. The Shop Steward in the immediate area will be notified of appointments to classifications listed in Appendix "A" as soon as is reasonably possible following such appointments.

2.07 Union Membership

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

2.08 Collective Agreements

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

ARTICLE III

RIGHTS OF THE EMPLOYER

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

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

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

ARTICLE IV

CORPORATE LABOUR MANAGEMENT COMMITTEE

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

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

ARTICLE V

DEFINITION OF EMPLOYEE

5.01 In this Agreement:

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

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

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

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

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

5.01 f) "Part-time Employee" means a person described in sub-section (b), (c), or (d), above who is not ordinarily required to work more than one-half the normal hours of work of other employees in the bargaining unit. In such case, the employee's benefit entitlement is in accordance with Appendix "C". Part time employees must work at least fifty percent (50%) of normal hours to qualify for health benefits as per insurance carrier contracts.

ARTICLE VI

NO STRIKE OR LOCKOUT

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

ARTICLE VII

DISCIPLINE AND DISCHARGE

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

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

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

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

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

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

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

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

ARTICLE VIII

WAGES

8.01 General

8.01 a) Wages of all employees covered by this Agreement shall be at those levels appearing in Appendix "A". The wages of new classifications created within the bargaining unit shall be established only after discussion with the Union and shall become part of this Agreement. The hourly rates shown in Appendix "A" do not include the three (3) cents per hour for the Union Education fund.

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

8.02 a) The following general increases will be applicable to the top step in the range of all classifications in the bargaining unit:

- January 1, 2014: 2%
- January 1, 2015: 2.5%

i) Salary fix: effective the first full shift cycle after the signing of the collective agreement, the following classifications; shift supervisors, shift operators, shift senior operators, shift chemical technicians, shift coal handlers and CSU operators will receive the following salary fix for all normal hours of work or for hours paid at overtime rates:

Upon signing	\$0.65
January 1, 2013	\$0.67
January 1, 2014	\$0.69
January 1, 2015	\$0.71

ii) The following represents the Parties' agreement concerning compensation with respect to Trade Equity Recovery (TER) based on industry practices:

Employees within the classifications of Tech II, Tech II-Chemical Shift, Tradesworker-Maintenance, Operator and Operator Shift will be classified within the new classification of Generation Maintainer or Plant Operator for the purpose of TER by year 2015.

TER will be implemented gradually throughout the duration of this agreement as per the following schedule:

Classification	2012	2013	2014	2015	Implemented
Shift Operator / Operator	.22	.23	.22	.22	Date of signing – anniversary of date of signing
Tradesworker-Maintenance	.45	.45	.45	.45	

Employees within the classifications of Technicians - Senior, Tradesworker - Senior, Operator – Senior Shift, Operator – Senior will be classified within the new classification of Generation Senior Maintainer or Plant Operator – Senior for the purpose of TER by year 2015.

TER will be implemented gradually throughout the duration of this agreement as per the following schedule:

Classification	2012	2013	2014	2015	Implemented
Sr. Operator / Sr. Shift Operator	.24	.24	.24	.24	Date of signing – anniversary of date of signing
Sr. Tradesworker- Maintenance	.49	.49	.48	.48	

No employee anniversary dates will change as a result of this initiative.

8.02 b) When an employee is assigned to a classification with a maximum salary which is lower than the employee's current base rate of pay, as a result of re-evaluation of a job classification, reorganization, or return to work from LTD or WCB, the employee's salary shall be frozen for a period of two (2) years or until such time as the rate of pay for the new classification reaches the employee's salary, whichever comes first. If, after the two (2) year period, the employee's salary is still

above that of their new classification, the employee's salary shall be immediately reduced by twenty-five percent (25%) of the difference between the two rates, and then reduced in equal parts at six (6) month intervals over the next two (2) years such that the employee's salary falls within the range of the new classification.

8.02 c) When as a result of a reorganization, an employee is assigned to a position that requires an apprenticeship or training program, the salary to which the employee will be assigned will be the step or rate that can be reached by a qualified employee. They will not be reduced to a step or rate that is equivalent to their actual level of qualification.

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

8.03 Progress Within a Pay Bracket

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

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

8.03 c) If an employee is otherwise progressing and performing satisfactorily but a step increase has been withheld because of a delay on the Employer's part in providing required courses, training or experience, and the employee subsequently meets Employer standards, the increase shall be effective as well for the period of

time attributable to the delay referred to. Such increases will not be withheld for more than six (6) months; however, as a condition of continued employment, the employee must meet Employer standards when the opportunity is provided.

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

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

8.03 f) All bargaining unit employees who are promoted within their trade to a supervisory classification will be assigned to step "D" of the salary range for that classification.

8.03 g) Step Increases for Progression while in an Apprenticeship Program will be as per the following:

i) Guidelines for the assessment or qualifications for employees entering an apprenticeship program and wage rates for employees whose salary is above their level of qualification are attached in Appendix "H".

ii) An employee who is assigned to a step in a salary range for a position that requires an apprenticeship program will not process 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.

8.04 Relieving Pay

8.04 a) When as a result of a request by the Employer, an employee relieves in a higher paying non-supervisory position for the employee's entire normal work day or shift, the employee shall receive eight percent (8%) on their regular pay for all

hours spent in the position. However, should the addition of eight percent (8%) result in the maximum salary of the relieved position being exceeded, the employee shall receive the maximum salary of the relieved position.

8.04 b) When as a result of a request by the Employer, an employee relieves in a higher paying supervisory position (not including lead or senior positions) for the employee's entire normal work day or shift, the employee shall receive ten percent (10%) on their regular pay for all hours spent in the position. However, should the addition of ten percent (10%) result in the maximum salary of the relieved position being exceeded, the employee shall receive the maximum salary of the relieved position.

8.04 c) An employee will be considered to be relieving when the employee is required by the Employer to leave their normal work and fill a position (a) to which the incumbent is expected to return; (b) which has become vacant and is open for bid; or (c) which has been temporarily created. When an employee is absent or a position is vacant, there is no requirement for the Employer to replace the absent employee with another employee or to pay the relieving rate. Employees will not be considered to be relieving when they continue to perform the functions of their own positions.

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

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

8.04 f) When an employee has been acting for more than one (1) continuous calendar year, the Employer will consult with the Union before deciding whether the employee should continue in the acting assignment or another employee should be given the opportunity to relieve in the position. If the employee continues to act in the position for more than one (1) calendar year, they will no longer receive the compensation set out in (a) or (b) above, but will be placed on a step in the range of that classification. That step will be the next highest step to the acting rate they were receiving (i.e., their base rate plus acting pay). However, an employee will not be permitted to receive more than the top step of the classification in which they are acting. If the employee continues to act in that position, they will proceed through

the range of that position on the anniversary date of their acting assignment. When the acting assignment is completed, the employee's rate of pay will be immediately adjusted to their base rate in their normal classification.

8.05 Lead Hand Pay

An employee who on instruction by the Employer performs as a Lead Hand, in a lead position not already established in Appendix "A", shall be paid an additional nine percent (9 %) on their regular rate of pay for all time spent in the lead function.

8.06 Extra Responsibility Pay

An employee who on instruction by the Employer is assigned to perform work of significant responsibility in addition to the duties and responsibilities of their normal work classification, will receive an additional five percent (5%) on their normal hourly rate for the period of time during which they are assigned these extra responsibilities. Such assignments typically involve the performance of duties normally performed by an employee in a higher paying classification. Should the addition of five percent (5% result in the maximum salary of the higher paying classification being exceeded, the employee shall receive the maximum salary of the higher paying classification.

8.07 Compensation for NBSCETT Certification

Employees who are certified by NBSCETT upon date of signing of this collective agreement and who are not receiving the benefit of the Trade Equity Recovery (TER) in Article 8.02 a) iv), will continue to receive a salary fix in an amount equivalent to one percent (1%) of their hourly rate.

The NBSCETT salary fix is not available to those who benefit from the Trade Equity Recovery in Article 8.02 a) iv) or to those who become members of the Generation Operational bargaining unit after the date of signing or to those who become NBSCETT certified beyond the signing of this agreement.

The Operator or Sr. Operator classifications who are currently certified by NBSCETT upon date of signing will continue to receive the salary fix in the amount equivalent to one (1%) of their currently hour rate until November 1, 2013 in

acknowledgement that these classifications should not be negatively impacted by the implementation of Trade Equity Recovery.

ARTICLE IX

HOURS OF WORK

9.01 General

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

9.02 Normal Hours - Non-Shift Assignment

9.02 a) The normal hours of work for Administrative Support Representatives working in Head Office will be seven and one-quarter (7.25) hours per day, Monday through Friday, with an hour unpaid lunch break, resulting in a thirty-six and one-quarter (36.25) hour week. The start and finish times for the workday will be 08:15 to 16:30, unless altered by mutual agreement as per the terms of this agreement.

9.02 b) For all other non-shift employees, the normal hours of work shall be eight (8) hours per day, Monday through Friday, with a one-half hour unpaid lunch break, resulting in a forty (40) hour week. The start and finish times for the workday will be 08:00 to 16:30, unless altered by mutual agreement as per the terms of this agreement.

9.02 c) Certain classifications, because of the requirements of the job, work hours other than those defined elsewhere in this Article. Typical examples are Janitors, Cleaners, Utilityworkers, Security Guards and Coal Handling Crews. For such classifications, eight (8) hours per day and forty (40) hours per week shall constitute normal working hours and the specific schedules shall be determined by the Employer. However, normal work hours shall not be changed to circumvent overtime.

9.03 Normal Hours - Shift Assignment

9.03 a) Normal Hours - Full Shift Assignment

1. The normal work hours shall be twelve (12) hours and the normal schedule shall consist of a thirty-five (35) day cycle. Each location will determine their schedule in accordance with their needs. The following are examples of the shift schedules currently being used:

Coleson Cove

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

Note: * all overtime on such days to be paid at double time rate

DEFINITION:	A cycle is a 35 day period as shown above, commencing on January 7, 1997
	The shift schedule may vary from this example in accordance with the needs at each Station.
	(d) is defined as day shift from 08:00 hours to 20:00 hours
	(n) is defined as night shift from 20:00 hours to 08:00 hours
	These hours of work may be varied such as 07:00 hours to 19:00 hours.

All Other Stations

		December 2006						January 2007																												
Day		T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M
Date		26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
Crew	#1	D	D	D	*				N	N	N	N								N	N	N	*			D	D	D	D	*			*		*	
	#2	N	N	N	N						N	N	N	*					D	D	D	D	*			*		*	D	D	D	*				
	#3					N	N	N	*			D	D	D	D	*			*			*	D	D	D	*				N	N	N	N			
	#4	*			D	D	D	D	*			*			*	D	D	D	*				N	N	N	N							N	N	N	
	#5	*			*			*	D	D	D	*				N	N	N	N							N	N	N	*				D	D	D	D

2. Employees may be changed from one shift to another within the shift cycle providing the overall cycle is not altered in number of hours per cycle and such change shall be regarded as normal and no overtime premiums will be paid.
3. Management may change individual employees within the work schedule for the purpose of strengthening shifts. Management will make every effort to make these changes at the beginning of a cycle and shall provide a minimum of seven (7) days notice.
4. It is the intention that such changes will normally be of a permanent nature and no premium time will be paid because of such change. All time worked by an employee in excess of one hundred and sixty-eight (168) hours in a cycle, arising out of a change from one crew to another, will be paid at the applicable overtime rate.
5. When as a result of being re-assigned from one crew to another, an employee works in excess of four (4) consecutive shifts without any time off, they will be paid the applicable overtime rate on all subsequent consecutive shifts.
6. The maximum number of maintenance workers who can be assigned to a full shift schedule will be two (2) per shift. Additional maintenance workers required on these shifts will be paid in accordance with the collective agreement provisions that apply to varied hours of work.
7. When shift workers are required to temporarily work hours normally worked by non-shift workers, adjustments of time off will be made by the Compensation Department in the following manner:
 - a) Portion of a Cycle -- When assigned to work non-shift for any portion of a cycle the total number of regular hours to be scheduled during the thirty-five (35) day period will be one hundred and sixty-eight (168) hours. Any paid holidays which occur during the non-shift period will be celebrated by the employee and will be considered as time worked. There is no requirement for any vacation adjustment in this case. (See "Example One" in Appendix "F")

b) One Full Cycle -- When assigned to work non-shift for one full cycle the employee will work on the basis of forty (40) hours per week. Any paid holidays which occur during the non-shift period will be celebrated by the employee and will be considered as time worked. Vacation credits will be applicable on the basis of the employee's years of entitlement.

c) Longer than one full cycle -- When the assignment to non-shift is for a duration longer than one full cycle time code adjustments will be a combination of a. and b. above. (See "Example Two" in Appendix "F")

8. Twelve (12) hours of vacation credit are built into each cycle.

9. An employee who is sick or assigned to work the entire period of the "longest sequence of time off" for a cycle will be credited with twelve (12) hours of vacation. An employee has not worked their "entire period" of time off if they have a full calendar day (0:00 to 24:00) off during this period. For shift cycles containing two (2) equal periods of time off, the "longest sequence of time off" will be the period of "time off" between the day shifts.

10. In order to maintain and ensure a continuous operation, it may be necessary to establish an "On Call Roster". The decision as to whether such a roster is necessary shall rest solely with management. No premium or compensation shall be paid to any employee for serving on such a roster if the need for it is for coverage of absenteeism. Management will, however, provide paging devices as required. On Call Rosters established for reasons other than absenteeism will be compensated as established elsewhere in this agreement.

11. When an employee is entitled to leave for jury duty or bereavement, they will be paid for the amount of regular hours they were scheduled to work on that day.

12. Sick leave shall be calculated on an hourly basis.

13. 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 twenty-four (24) hours of December 25th.

14. On the day of an election, the parties will seek ways to maintain the twelve (12) hour shift schedule in effect without imposing additional cost on the Employer on that day (i.e. day crew employees availing themselves of the advance poll). If necessary, the twelve (12) hour shift schedule will be suspended temporarily and employees will revert to an eight (8) hour day schedule.

9.03 b) Normal Hours of Work - C.S.U. Operators – Belledune G.S.

The following are the normal hours of work for Continuous Ship Unloader (CSU) Operators (shift workers) at the Belledune Generating Station who are assigned to a variable shift schedule rotating from a twelve (12) hour shift schedule to an eight (8) hour day schedule:

1. The variable shift schedule shall consist of a full cycle of seven (7) days commencing at 07:00 on Monday and ending at 07:00 the following Monday.
2. The normal hours of work shall be a rotation alternating from a twelve (12) hour shift schedule to coincide with ship unloading operations and an eight (8) hour day schedule within the cycle.

Depending on the schedule in effect, the normal hours of work will be:

- a) Eight (8) hour day schedule, Monday through Friday
 - i) 08:00 hours to 16:00 hours (lunch and breaks as per station policy)
NOTE: These hours may be changed by mutual agreement of the Parties to the Collective Agreement and these alternative hours will become the normal day schedule
 - ii) Thirty-two (32) regular hours of work per cycle
- b) Twelve (12) hour shift schedule, Monday through the following Monday
 - i) 07:00 hours to 19:00 hours, designated as day shift
19:00 hours to 07:00 hours, designated as night shift
NOTE: These hours may be changed by mutual agreement (i.e. start time) and these alternative hours will become the normal twelve (12) hour shift schedule.

The first shift of the rotation from day schedule to twelve (12) hour shift schedule will be adjusted to coincide with the scheduled arrival of the ship (i.e. less than twelve (12) hours). It will be as per shop agreement as to whether the night shift or day shift shall report to work. It is the responsibility of the shop to notify the Foreman of which shift shall report to work.

ii) Forty-four (44) regular hours of work per cycle

CSU Operators will perform whatever work is assigned, within the limits of their safety, knowledge and skill regardless of the hours of work schedule in effect and entitlement to overtime will not take effect until the conditions in article 7 below are met.

3. The difference between the forty-four (44) regular hours worked when the twelve (12) hour shift schedule is in effect and the thirty-two (32) regular hours worked when the eight (8) hour day schedule is in effect is "Ships Time". Code 52 or 53 or 63, sick leave and Code 70 ACC or MED, medical appointments are not included for purposes of calculating "Ships Time" entitlement. The actual hours of "Ships Time" worked during a twelve (12) hour shift schedule will be credited to the CSU Operator for "Ships Time" off in the future. If "Ships Time" off requires replacement at overtime rates, "Ships Time" off will only be granted if the CSU Operator reimburses such time at replacement value. The accumulation of "Ships Time", which has not been utilized as "Ships Time" off prior to the end of the calendar year, will be paid out to a maximum of forty (40) hours at straight over time rate (Code 30). The remaining "Ships Time" balance will be carried forward to the following calendar year.

4 a) Once ship unloading operations begin, the twelve (12) hour shift schedule will be in effect until ship unloading has been completed. Ship unloading operations will be considered completed once equipment has been cleaned and left in a safe state and ready for the next ship.

b) Employees may be changed from one schedule to another (eight (8) hour day schedule to twelve (12) hour shift schedule) within the seven (7) day cycle without incurring a penalty.

c) Management reserves the sole discretion to determine when an extended delay (more than two (2) consecutive cycles) will result in a rotation from a twelve (12) hour shift schedule to an eight (8) hour day schedule. Should this occur, the CSU Operators working the night shift will be credited with eight (8) hours, Code 70-PDP, towards the thirty-two (32) regular hours of work to allow the CSU Operator to swing from twelve (12) hour shift schedule to an eight (8) hour day schedule on the day of their last night shift.

d) In the event of delays, provided there has been less than twelve (12) hours notice of shift cancellation, the twelve (12) hour shift schedule will not be cancelled and CSU Operators will be assigned other duties. Should delays run into an extended period of time and 4 (c) does not apply, management will determine whether the CSU Operators are required to be at work or not. The CSU Operators will have the following options when management determines their services are not required:

- i) Report for their scheduled twelve (12) hour shift or remain on shift if the shift has already begun. The hours worked each shift will be credited towards the forty-four (44) regular hours of work in the cycle
- ii) Not report for their scheduled twelve (12) hour shift or leave work if the shift has already begun. The CSU Operator will receive a maximum of six (6) hours credit towards the forty-four (44) regular hours of work in the cycle
- iii) Temporarily revert to the eight (8) hour day schedule, with the approval of management. The hours worked will be credited towards the forty-four (44) regular hours of work in the cycle

5. Vacation credit of two point three (2.3) hours is incorporated into each cycle. An employee may arrange for time off for vacation purposes (for vacation not incorporated into the cycle), by arranging coverage by another qualified co-worker (subject to management approval). Vacation will be debited on the basis of the hours of work in effect on the date approved vacation is taken. The only exception is for vacation approved and scheduled more than one (1) month in advance where there is a change in ship schedule changing the hours of work in effect on the date the vacation is taken.

6. Statutory holiday credit of one point seven (1.7) hours is incorporated into each cycle. When assigned to a twelve (12) hour shift schedule and a statutory holiday occurs, it is considered part of the normal hours of work and there is no entitlement to premium rates. While assigned to the eight (8) hour day schedule, an employee is entitled to time off when a statutory holiday occurs during a day schedule work week. If the CSU operator is working an alternative day schedule work week (i.e. nine (9) hour day, etc.) they will receive eight (8) hours pay and may choose to take either banked time, vacation or unpaid time to make up the remaining scheduled hours.

7. Overtime will be paid at the appropriate rate for all hours worked in excess of:

a) Code 31 or 32 in accordance with article 10.03 (b)

- i) thirty-two (32) regular hours within a full cycle when there are no ship unloading operations;
- ii) thirty-two (32) regular hours within a full cycle following the completion of ship unloading operations. It is at the sole discretion of management to decide whether CSU Operators will remain at work once ship unloading operations cease;
- iii) thirty-two (32) regular hours in the third cycle where ship unloading operations (twelve (12) hour shift schedule in effect) have been continuous for more than 2 cycles;
- iv) forty-four (44) regular hours within a full cycle when ship unloading operations are in effect;
- v) Beyond the normal hours of work scheduled as either an eight (8) hour day schedule or a twelve (12) hour shift schedule.

b) Code 30 (does not count as part of the regular hours of work in the cycle)

- i) The first shift of a new cycle provided it is the fifth consecutive twelve (12) hour shift worked in back to back cycles. This premium is not applicable where ship unloading operations are continuous for more than two (2) full cycles (see 7 (a) (iii));

- ii) When a scheduled twelve (12) hour shift is cancelled prior to the commencement of ship unloading operations, CSU Operators will be entitled to shift cancellation of two (2) hours at straight time overtime rates if they have not received a minimum of forty-eight (48) hours notice;
 - iii) CSU Operators will be entitled to shift cancellation of two (2) hours at straight overtime rates if they have not received a minimum of six (6) hours notice that they are reverting back to an 8 hour day schedule.
- c) Code 70-RST
- i) Where the twelve (12) hour shift schedule is in effect and ship unloading operations have been completed prior to the start of the first night shift of the new cycle (19:00 Sunday to 19:00 Monday), the CSU Operators working that night shift will be entitled to an eight (8) hour period of rest which will be credited towards the thirty-two (32) regular hours in the eight (8) hour day schedule for the following cycle.
- d) Banking of overtime, as applicable to shift workers, will be in accordance with article 10.07 of the collective agreement.
- e) Cancellation of overtime hours of work will be in accordance with article 10.04 of the collective agreement.
8. Management reserves the right to place a CSU Operator on a forty (40) hour work week (outages greater than five (5) weeks). When CSU Operators are required to temporarily work hours normally worked by non-shift workers for a full cycle, they will be credited with two point three (2.3) hours of vacation.
9. On the day of an election, the parties will seek ways to maintain the twelve (12) hour shift schedule in effect without imposing additional cost on the Employer on that day (i.e. day crew employees availing themselves of the advance poll). If necessary, the twelve (12) hour shift schedule will be suspended temporarily and employees will revert to an eight (8) hour day schedule.

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

11. Employees who work Christmas Day as part of their regular twelve (12) hour shift schedule in a cycle shall receive extra pay at straight time rates (Code 30) for all hours worked within the twenty-four (24) hours of December 25th.

12. The shift differential for the twelve (12) hour shift schedule is payable only during the regular hours worked on the night shift as defined at item number two (2) above. The hourly rate for the twelve (12) hour shift schedule shift differential is \$1.33.

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

9.04 a) To provide coverage eight (8) hours per day seven (7) days per week, normal days of work shall be: five (5) days per week - Monday through Friday or Wednesday through Sunday. The normal daily hours of work shall be eight (8) hours as follows:

- i) Monday through Friday 08:00 to 12:00 hrs and 12:30 to 16:30 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.
- ii) Saturday, Sunday, Statutory Holidays 08:00 to 16:00 hrs.

9.04 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 Employer 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.

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

9.04 d) 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.

9.05 Work Break

Employees shall be entitled to a ten (10) minute work break in the first half and the second half of each scheduled work day.

9.06 Shift Differential

9.06 a) Shift differential for employees working varied hours of work will be as per article 9.08.

9.06 b) The appropriate shift differential shall be paid for the first eight (8) hours of each varied period of work for non-shift assignment employees. However, the shift differential will not be paid for overtime work or for hours paid at overtime rates.

9.06 c) Shift differential for employees working a full shift schedule has been eliminated and replaced by a salary fix as per article 8.02 a) i).

9.07 Alternative Hours of Work

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

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

9.07 b) Local Agreements

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

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

ii) the normal hours in a day may be extended to twelve (12) hours before overtime premiums (at prevailing overtime rates) apply. Once a schedule has been agreed to, the new hours (nine (9), ten (10), twelve (12), etc.) become the employee's "normal" hours of work and the prevailing overtime rate applies to any hours outside of the normal hours of work;

iii) an employee who has completed their normal work week (thirty-six and one-quarter (36.25) or forty (40) hours, excluding hours paid at overtime rates), will leave work or, if directed to continue working, will be paid prevailing overtime rates for the remainder of the time worked in that week. However, if local management, individuals or a group of employees have agreed to a nine (9) hour day agreement, there will be eighty (80) hours of work paid at the employee's normal hourly rate in each pay period;

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

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

9.08 Varied Hours of Work

The Employer may vary the normal hours of work for individual employees or groups of employees in accordance with the following terms and conditions.

9.08 a) Scheduling Varied Hours of Work

Varied hours of work shall be assigned and scheduled as follows:

i) the Employer will provide verbal notice that an employee's hours have been varied and must vary a minimum of two normal work days of eight (8) consecutive hours each. Additional hours varied must also be in blocks of eight (8) consecutive hours;

ii) when an employee's hours have been varied, they will continue to work a varied hours of work schedule until they are notified that the variance has been completed. A varied hours of work schedule can continue for more than one week and may include work on the weekend (at overtime rates) and/or a rotation between normal hours (days) and varied hours (nights). Inclusion of weekend work or a rotation from days to nights does not end a variance;

iii) when the employee has completed their first period of varied hours, left work and the second period of varied hours is not required (the employee is notified either prior to returning to work or when they report to work for the second period), the employee has the option of either:

- working the assigned second period of varied hours (including any scheduled overtime) as a continuation of the variance; or

- not working the second period of varied hours, in which case the first period of varied hours worked will be treated as scheduled overtime at the prevailing overtime rate and the employee may be entitled to a period of rest as per article 10.06. As varied hours are not overtime, there is no entitlement to a cancellation penalty as a result of the cancellation of the second period of varied hours;

iv) varied hours will be scheduled no earlier than 18:00 hours on Sunday and end no later than 0:00 hours on Saturday for each week of varied hours;

v) varied hours will be scheduled to start at either 16:00, 18:00, 20:00, 22:00 or 0:00 within the window identified in (iv) above. The start times may be varied by one half hour for those generating stations whose normal day does not start at 08:00. Subject to operating requirements, the start time will be maintained for the duration of the variance;

vi) when the variance is completed, the employee will revert to their normal hours of work. Employees returning to their normal hours of work will be allowed a minimum of eight hours off between the completion of the varied hours of work and their regular work schedule with no reduction in their regular pay. Subject to operational requirements, employees who wish to take time off shall be entitled to take a vacation, banked or unpaid day off;

vii) if extension overtime is required, it will only be scheduled at the end of each varied eight (8) hour period;

viii) the Employer is not required to ask for volunteers when assigning employees to varied hours. Subject to operating requirements, varied hours will be assigned using either the overtime board or a varied hour's board, according to the preference of employees in each generating station.

9.08 b) Compensation for Varied Hours of Work

Employees will be compensated for varied hours worked as follows:

i) for each period of varied hours, the employee will receive eight (8) hours at code 01 (Regular Time), paid at the employee's normal hourly rate;

ii) during the first period of varied hours, the employee will also receive eight (8) hours at code 30 (Overtime 1.0) as a premium for being scheduled to work varied hours. In addition, if the employee did not receive at least eight (8) hours of notice that they were being assigned to varied hours, they will also receive eight (8) hours at code 30 during the second period of varied hours worked. The eight hours of notice is not an entitlement to eight (8) hours of time off prior to the varied hour's assignment. As varied hours are rescheduled normal hours, not overtime, these hours will not be used to generate an entitlement to period of rest;

iii) for each period of varied hours, the employee will receive a shift differential of \$2.25 (code "G2") for each hour of varied hours worked. However, the shift differential will not be paid for any period of varied hours for which the employee has also received compensation at an overtime rate;

iv) when an employee has worked more than four hundred (400) varied hours of work for which they have received a shift differential of \$2.25 (code "G2"), the shift differential will be increased to \$3.00 per hour for all varied hours worked between 16:00 and 24:00 (code "G3") and \$10.00 per hour for all varied hours worked between 24:00 and 08:00 (code "GX");

v) shift differential (codes "G2", "G3" and "GX") will not be paid for overtime hours worked or hours paid at an overtime rate;

vi) when a period of varied hours of work includes extension overtime, such overtime will be paid at code 32;

vii) when the varied hours of work includes a statutory holiday (or the day celebrated as a statutory holiday), the employee will receive eight (8) hours at code 51 (Stat Holiday) instead of code 01 as in paragraph (i) above. In addition, for the eight (8) varied hours worked for that statutory holiday, the employee will be paid eight (8) hours at code 32 (Overtime 2.0). As a result, employees will receive twenty-four (24) paid hours for working eight (8) varied hours for a statutory holiday. In the event that the varied statutory holiday is also the first period of varied hours,

the employee will also be entitled to the payment in paragraph (ii) above, for a total of thirty-two (32) paid hours for that period. However, as varied hours are rescheduled normal hours, not overtime, these hours cannot be used to generate an entitlement to period of rest;

viii) an employee's normal hours of work for a Monday may be varied to begin on Sunday evening as per 9.08 (a) (iv). In addition to the payment in 9.08 (b) (i) (code 01) and (ii) (code 30 if it is the first period of varied hours), employees will also receive payment at code 30 for any hours worked between 18:00 on Sunday to 0:00 on Monday. Any remaining hours of the 8 hour varied period worked after 0:00 on Monday will be paid at code 01 (plus the applicable shift differential).

Note: for examples of time sheets for varied hours, see Appendix "G".

9.09 Winter Storm

It is recognized that despite their best efforts, some employees may be unable to report to work on time because of blocked highways. In such cases the employees shall notify their supervisor, if possible, of their difficulty and providing they arrive within two (2) hours of scheduled start time, there will be no reduction from their regular pay. Should they arrive at work after this two (2) hour period, they shall be paid for time actually worked.

ARTICLE X

OVERTIME AND PREMIUMS

10.01 General

Overtime rates will not be paid for work performed during normal, alternative or varied hours of work except as specified in Article IX.

10.02 Definitions

10.02 a) Normal Work Day means the normal work day as defined in this Agreement or such work day as is substituted therefore in keeping with the terms of this Agreement.

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

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

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

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

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

10.02 g) Application of Call-Out Overtime

Non-shift and shift employees working call out overtime, who are required to perform other tasks before returning home, shall be credited with only one (1) 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 work at their Headquarters or an alternate work site until such time as they complete their assignment and leave their Headquarters or alternate work site. Should an employee work continuously with their normal work day or regular 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 10.05.

10.02 h) Shift Turnover

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 except in abnormal circumstances, when overtime provisions apply.

10.03 Overtime Rates

10.03 a) Non-Shift Workers

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

- i) Monday through Friday between 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 Out - double time

10.03 b) Shift Workers

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

- i) Monday through Friday between 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 Out - double time
- vi) Double time days as indicated in the shift schedule - double time
- vii) The Employer may schedule up to twelve (12) hours of mandatory training per shift worker per year and these hours will be paid at code 30 (Overtime 1.0). All other training will be paid at code 31 (overtime 1.5).
- viii) Shift workers working at premium time, required by the Employer to continue work, excluding training as per Article 10.03 b) vii), will continue to be compensated at the same premium rate for these continuous additional hours worked.

10.03 c) Chemical Control Technicians Not Assigned to Shift

For the purpose of payment for overtime work, the two (2) days scheduled off in lieu of Saturday and Sunday shall qualify for double time.

10.04 Minimum Period of Overtime and Cancellation of Overtime

10.04 a) When an employee works overtime they shall receive not less than one-half (0.5) hour at the prevailing overtime rate.

10.04 b) When overtime which was scheduled for an employee's normal day off is cancelled, the employee shall receive two (2) hours pay at straight time unless the employee received at least twenty (20) hours verbal or written notice of the cancellation. 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.

10.05 Work During Noon Break

When, as a result of a request by the Employer, 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 (1) hour's pay at regular rate. If the employee is not allowed twenty (20) minutes during the noon break to eat, they shall be allowed twenty (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 twenty (20) minutes.

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

10.06 Period of Rest

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

- i) A minimum of three (3) overtime hours worked between 23:00 hrs and 04:00 hrs:
 - off until the beginning of scheduled work after the noon break on the same day.

- ii) For one (1) or more call-outs between 23:00 hrs and 04:00 hrs:
 - off until the beginning of scheduled work after the noon break on the same day.

If additional call-outs occur after 04:00 hrs:

- off until the end of their normal scheduled work day the same day.

iii) A minimum of five (5) hours worked between 23:00 hrs and their normal start time for that scheduled work day:

- off until the end of their normal scheduled work day the same day.

10.06 b) Employees exercising their entitlement to paid rest under the terms of this section will ensure that their supervisor is made aware of their intended absence. If the supervisor is not available, notification may be made through the Plant Shift Supervisor or control room.

10.07 Banking of Overtime

10.07 a) An employee may elect not to receive pay for overtime worked including on call pay and have such overtime hours credited, at premium rates, to a bank for later time off (e.g., employee works eight (8) hours at time and one-half – credit in bank is twelve (12) hours – time off entitlement is twelve (12) hours). Alternatively an employee 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 Employer.

10.07 b) Total hours entered in the bank for non-shift assignment employees shall not exceed one hundred and twenty (120) hours in any calendar year. The Employer may schedule up to forty (40) hours of time off for an employee, using banked hours in excess of the first eighty (80) entered into the bank by the employee.

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

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

10.07 e) 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. As they may be required to reimburse some time off at replacement value, total eligible time off that can be entered in the bank shall be a maximum of ninety-six (96) hours at any point in time in the calendar year. A shift employee who has used banked time can continue to bank additional time as long as it does not exceed a maximum of ninety-six (96) hours.

10.07 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.

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

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

10.08 On Call

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

10.08 a) During the period:

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

10.08 b) An employee who is unable to complete their weekly cycle of "on call" will be paid for actual periods worked in accordance with Schedule #1 above. The first two (2) periods replaced shall be paid in accordance with Schedule #1, plus one (1) additional hour's pay per period. Subsequent periods replaced shall be paid as per Schedule #1 (i.e., subject to paragraphs (c) and (g) below), total compensation for the seven (7) day period shall not exceed twelve (12) hours.

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

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

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

10.08 f) 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.

10.08 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".

10.08 h) When employees are on call to serve as members of the Emergency Spill Response Team at the Dalhousie generating station, the provisions of article 10.08 (a), (b), (c) and (f) will not apply. Instead, employees who are on call for this purpose will receive eight (8) hours pay at their normal hourly rate to be on call for the first fifty (50) hour period. The start time for their period of on call will be determined by the Employer and will normally correspond with the expected time for the ship to dock. If the employee is required to be on call for more than fifty (50) hours, they will receive one (1) hour of pay at their normal hourly rate for each subsequent twelve (12) hour period of being on call, to a maximum of ten (10) hours

pay for each ship. If the employee is on call for more than seventy-four (74) hours, the maximum compensation will be no more than ten (10) hours. If the employee is unable to complete the full period of on call for a ship, the on call premium will be pro-rated according to the hours that each employee was on call.

10.09 Protective Suit Allowance

When an employee works in a protective chemical suit or suits of the fully enveloping type with an independent air supply they shall be paid a special allowance of \$2.50 per hour with a minimum of two (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.

ARTICLE XI

OVERTIME MEAL ALLOWANCE

11.01 Definitions of overtime are in Article 10.02.

11.02 Satisfaction of Entitlement

The Employer's obligation in respect to a meal allowance shall be discharged by payment of \$ 25.00. There is no obligation to provide meals or provide time off for an employee to obtain a meal.

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.

11.04 Entitlement to Meal Allowance

11.04 a) General

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

11.04 b) During Unscheduled Extension Overtime

One (1) meal allowance only will be provided when overtime work exceeds two (2) hours.

When an employee is called in to work prior to the commencement of their normal work day or regular shift with less than twelve (12) hours of notice, they will be considered to be working unscheduled extension overtime and will be entitled to an overtime meal allowance as above.

11.04 c) During Call-Out Overtime

One (1) meal allowance only will be provided when overtime work exceeds four (4) hours.

ARTICLE XII

TRAVEL

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

12.01 a) Time spent in travel outside of an employee's normal, alternative or varied hours of work will be paid at the employee's normal hourly rate.

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

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

ii) standard time periods for travel between fixed locations will be established.

iii) when an employee is staying overnight in accordance with the Employer's policies on travel and accommodation, travel time is not paid unless the distance from the accommodations to the work site exceeds fifty (50) km and will only be paid for the time traveled in excess of fifty (50) km.

iv) the time at which an employee is to report to a work site shall be at the discretion of the Employer.

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

vi) overnight accommodation will be approved at the discretion of the Employer.

vii) where overnight accommodation has been approved but an employee prefers to travel, a supervisor may exercise their discretion to substitute a lump sum payment of \$60.00. This payment represents the total compensation for such travel and no additional compensation will be paid for travel time, meals, use of the employee's vehicle or any other related expense. Employees must use their personal vehicles and ensure that any arrangements for accommodations are cancelled.

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

12.01 c) Meal allowances will be paid for noon meals only under the following circumstances, when a meal is not provided:

- i) an employee is required to stay overnight and is covered by the provisions for meals (if any) in the Employer's travel and accommodation policies; or
- ii) an employee is traveling outside of their Region and the distance between their headquarters and the work site is in excess of one hundred and fifty (150) km (for the purposes of this section, the "Region" for employees whose normal headquarters is in the Fredericton area will be a one hundred and fifty (150) km radius around Head Office); or
- iii) an employee is attending an NB Power sponsored meeting or training that is not part of the employee's normal work environment and the meeting is being held at a location that is not an NB Power work site.

12.01 d) When travel outside of normal work hours exceeds two (2) consecutive hours (not including time taken to eat), one (1) meal allowance will be paid. Where there is an entitlement to more than one (1) meal (i.e., a travel meal or a meal under the corporate travel and accommodations policy or an overtime meal) for the same period of time, the employee will only be entitled to compensation for one (1) meal.

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

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

12.04 The rate for meals while travelling on behalf of the Employer will be as set out below and the corporate policy rates will not apply:

<u>2012 / 2013</u>		<u>2014 / 2015</u>	
Breakfast	\$ 8.00	Breakfast	\$10.00
Lunch	\$12.00	Lunch	\$14.00
Supper	\$20.00	Supper	\$22.00

ARTICLE XIII

SICK AND OTHER LEAVES

Short Term Sick 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 their bona fide sickness.

13.02 Medical and Dental Appointments

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

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

13.03 Sick Pay Credits

Sick pay credits shall be as follows:

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

5 years but less than 7 years	100% of income for 8 weeks 66-2/3% of income for 7 weeks
7 years but less than 9 years	100% of income for 10 weeks 66-2/3% of income for 5 weeks
9 years but less than 10 years	100% of income for 12 weeks 66-2/3% of income for 3 weeks
10 years and over	100% of income for 15 weeks

13.04 Requirements to Qualify

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

- i) Make every effort to ensure that their supervisor is notified at the commencement of illness. The employee will speak to their supervisor and if the supervisor is not immediately available, they will leave a voice mail with the required information and provide a contact number where the employee may be reached if the supervisor requires additional information. The employee shall, if possible, indicate the nature of such illness, the anticipated duration of their absence and any limitations imposed by such illness. The Parties agree that it is a joint obligation to make every effort to ensure that ill or injured employees are provided with alternative work if they cannot perform their normal duties. If the Employer is able to provide alternative work that meets the employee's identified limitations, the employee will attend work and perform the alternative duties:
- ii) When the supervisor requests it, and if the absence for sickness exceeds two (2) days, submit a doctor's certificate to support such absence. The certificate must be submitted within seven (7) days of the commencement of the absence;
- iii) When the absence for sickness exceeds five (5) days, submit a report from the doctor (in the form approved by the Joint Benefit Advisory Committee – for example see Appendix "I") identifying limitations, anticipated duration of the absence and availability for alternative work. The requirement to provide this information may be waived by the employee's supervisor.

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

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

13.05 Long Term Disability

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

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

The Employer will maintain all ENERflex benefits for employees on Long Term Disability. The Health and Dental plans provided by the Employer shall be Managed Care and Economy Dental. Future health Spending Account contributions will cease. Pensionable service will continue to accrue at no cost to the employee as per the ***Public Service Superannuation Act***.

13.06 Bereavement Leave

13.06 a) Employees shall be granted a leave of absence of work days with no loss of pay as per the following schedule. Such leave will be scheduled during the period of bereavement and will include the day of the funeral if it is a scheduled work day. For shift workers, "consecutive normal work days" are as per the employee's shift schedule.

5 Consecutive Normal Work Days	2 Consecutive Normal Work Days	1 Normal Work Day
Spouse	Grandparent	Aunt / Uncle
Child / Stepchild / Grandchild	Mother / Father – in - law	
Parent	Brother / Sister – in - law	
Brother / Sister	Relative living in household	

13.06 b) In addition, employees may take up to a maximum of sixteen (16) hours leave or fourteen and one-half (14.50) hours or twenty-four (24) hours as per the employees normal hours of work in any calendar year, with no loss of pay, to attend the funeral of other relatives or friends, or to attend to duties required by their appointment as an Executor of an estate.

13.06 c) Owing to location, additional time not exceeding three (3) days may be granted at the discretion of the Employer. A further one (1) day leave with no loss of pay will be granted for the delayed interment of the above relatives.

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

13.06 e) In accordance with the ***Employment Standards Act***, an employer shall grant to an employee a leave of absence without pay of up to five (5) consecutive calendar days on the death of a person in a close family relationship with the employee to be taken during the period of bereavement and is to begin not later than the day of the funeral. This unpaid leave is not in addition to the entitlements outlined above, but may be used to supplement leaves of less than five (5) days with unpaid leave, up to a total of five (5) days.

13.07 Maternity Leave

13.07 a) General

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

13.07 b) Requirements to Qualify

To qualify for Maternity Leave, an employee must:

- i) notify her supervisor of the pregnancy three (3) months before the anticipated date of delivery, and
- ii) give two (2) weeks' notice prior to the commencement of the leave.

13.07 c) Term of Leave

Maternity leave is for a term of up to seventeen (17) weeks with the first two (2) weeks paid as sick leave for employees not participating in the Supplementary Unemployment Benefit (SUB) plan. For employees participating in the SUB plan, there are two (2) weeks of unpaid time in accordance with the *Employment Insurance Act* (1996, c.23, E-5.6 as amended). Leave may commence at the end of the seventh month of pregnancy. Following maternity leave, the employee may take unpaid leave of up to thirty seven (37) weeks as parental leave.

13.07 d) Benefits During Leave

While participating in the SUB plan, the employee will have normal payroll deductions, except contributions to the pension plan, deducted from the top up. The Employer contribution of the ENERflex benefit premiums will be paid for a maximum of fifteen (15) weeks. During the period of parental leave, benefits will be paid as per clause 13.08a).

Employees who do not qualify for the SUB plan will qualify for benefit coverage as per clause 13.08a) and may choose to move this benefit forward to the maternity leave period but in no case for more than a maximum of thirty seven (37) weeks.

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

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

13.07 e) Supplementary Unemployment Benefit (SUB) Plan

Employees with at least twelve (12) consecutive months of employment going on maternity or adoption leave may elect to participate in the plan upon the terms of the plan as approved (see Appendix "B" for terms of the plan). SUB plan benefits will be paid for up to fifteen (15) weeks for maternity leave and up to ten (10) weeks for

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

13.07 f) Return to Duty

Three (3) weeks prior to the scheduled return to work date, the employee will notify her supervisor of her intention regarding return to work.

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

13.07 g) Failure to Return to Work

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

In such cases, the employee will be responsible to reimburse the Employer for the value of the SUB plan payments as detailed in Appendix "B".

13.08 Parental and Adoption Leave

13.08 a) General

Unpaid leave of absence, up to a maximum of thirty-seven (37) 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 leaves, with the following exceptions:

- i) for adoption leave, the employee will be eligible for top-up under the Supplementary Unemployment Benefits (SUB) plan for a maximum of ten (10) weeks in accordance with the terms of the plan.
- ii) for parental leave the employee will not be eligible for the following: the first two (2) weeks are not paid as short term sick leave and the employee is not eligible to participate in the SUB Plan.

iv) for adoption leave, employees who are eligible for top up under the SUB plan will have their benefits treated in accordance with 13.07 d) for a period of ten (10) weeks with the Employer covering the premiums for all ENERflex benefit coverage for the remaining period of the leave.

v) during the period of parental leave, (not to exceed thirty-seven (37) weeks), the Employer will pay for all ENERflex benefit coverage the employee had chosen prior to the leave.

13.08 b) Requirements to Qualify

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

i) give four (4) weeks' written notice to their supervisor of the commencement date and length of the leave, and

ii) provide the supervisor with a certificate from a medical practitioner specifying the date of delivery of the child or proof of adoption.

13.08 c) Term of leave

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

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

13.09 Paternity Leave

One (1) day leave of absence with pay will be granted to male employees on the occasion of the birth or adoption of their child.

13.10 Jury/Witness Duty

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

13.11 Leave for Family Related Responsibilities

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

i) grant the employee leaves of absence without pay of up to three (3) days during a twelve (12) calendar month period to meet responsibilities related to the health, care or education of a person in a close family relationship with the employee.

ii) In accordance with the ***Employment Standards Act***, an employer shall grant to an employee a leave of absence without pay of up to three (3) days in each calendar year to meet responsibilities related to the health, care or education of a person in a close family relationship with the employee. This unpaid leave is in addition to the entitlements outlined above. An employee intending to take such leave shall advise the Employer of the employee's intentions to take the leave, the anticipated commencement date of the leave and, subject to the above, the anticipated duration of the leave.

13.11 b) Administrative Support Employees

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

i) Employees are entitled to a maximum of sixteen (16) hours paid leave in any calendar year.

ii) Employees who do not utilize the sixteen (16) hours paid leave in a calendar year will be entitled to the remaining balance the following year in addition to the yearly entitlement of sixteen (16) hours paid leave. The maximum carry-over of entitlement from one year to the other is sixteen (16) hours paid leave.

iii) Leave may be taken on an hourly basis with the minimum duration being one half (0.5) hour.

iv) Except where it is impossible to provide such notice, an employee must give at least twenty-four (24) hours' notice when requesting leave.

v) This leave shall be charged to a separate account.

13.12 Top Up for Compassionate Care Leave

NB Power will offer top up to the benefits provided through Employment Insurance (EI), to employees required to care for a family member who is gravely ill with a significant risk of death. Currently the EI Compassionate Care Leave is for a maximum of six (6) weeks.

It is recognized that this arrangement is in addition to other terms and conditions for Short Term Sick Leave and Other Leaves within the Collective Agreement.

ARTICLE XIV

EMPLOYEE BENEFITS

14.01 ENERflex Program

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

additional coverage for other optional benefits in accordance with the terms of the ENERflex program.

14.01 b) Effective April 1, 2013, the Employer will contribute an additional \$7.69 bi-weekly of ENERflex credits (referred to as Generation Bargaining Credit) for all eligible employees. This amount is in addition to the Employer's normal contribution outlined in 14.01 a) above.

14.02 Injured on Duty

14.02 a) After the three (3) day waiting period (without pay) set out in the legislation, 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 eighty-five percent (85%) of the worker's pre-accident net earnings as calculated by the Workplace Health, Safety and Compensation Commission, for new injuries or recurrence of injuries.

14.02 b) An employee injured on the job shall receive normal pay for a period of up to three (3) working days, prior to the three (3) day waiting period (without pay) set out in the legislation. However, in accordance with the legislation, the three (3) day waiting period is waived by the Workplace Health, Safety and Compensation Commission if the employee is admitted to hospital as an in-patient at time of injury or recurrence of injury. The three (3) day waiting period is also not required if the employee is disabled for more than twenty (20) working days. If an employee returns to work and has a recurrence within twenty (20) working days, there will not be a second three (3) day wait required.

14.02 c) In the case of injury of a temporary employee, the top up referred to in clause 14.02 a) will only continue for the period of intended employment and in no case longer than one (1) month.

14.02 d) Should the Workplace Health Safety and Compensation Commission determine that the injuries are such that the employee is permanently totally or partially disabled, the benefit referred to in clause 14.02 a) will cease.

14.02 e) The absence of an employee who is receiving Compensation Benefits under the *Worker's Compensation Act* shall not be charged against the employee's sick leave credits or vacation credits.

14.03 Pension

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

14.03 b) If an employee contributes to NB Power's Group RRSP, the Employer will match the employee's contributions up to a maximum of \$400.00 per calendar year.

14.04 Retirement Allowance

14.04 a) When an employee, who meets the eligibility requirements set out in 14.04 c) below retires, the Employer shall pay the employee a retirement allowance equal to five (5) day's pay (at the employee's normal hourly rate) for each year of service to a maximum of twenty-six (26) weeks of pay, which shall be paid in a lump sum upon retirement.

14.04 b) Following the death of an employee who meets the eligibility requirements set out in 14.04 c) below, the employee's estate will be paid a death benefit equal to the retirement allowance noted above.

14.04 c) Employees will be considered eligible for the retirement allowance if they meet the following conditions:

- the employee has five (5) or more years of service and during the five (5) years of service, they were regular, term or temporary status employees (who worked at least fifty percent (50%) of each year);
- service does not need to be pensionable or continuous;
- the employee must be fifty-five (55) years of age or older and employed at the time of retirement.

14.04 d) For the purposes of calculating the amount of the retirement allowance, the following considerations apply:

- a “year of service” is defined as any year in which an employee has worked at least fifty percent (50) % of the year;
- the pay used to calculate the retirement allowance is defined as the pay received by an employee working the full-time normal hours of work in the employee’s classification at the normal hourly rate.

14.05 Rights and Benefits for Temporary Employees

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

14.06 Certification Fees

14.06 a) Where the Employer requires an employee to maintain a trade, technical or professional certification, the Employer will reimburse the employee for any such renewal fees. The Employer will also reimburse Operators for the renewal of their Stationary Engineer Licenses. Where the Employer requires an employee to have a class one driver’s license, the employee will be reimbursed for the cost of the medical examination required for the procurement or renewal of such license.

14.06 b) The Employer will reimburse the initial application fee and yearly renewal membership fee for employees who are certified by NBSCETT and who are not receiving the one percent (1%) salary fix on their hourly rate.

ARTICLE XV

HOLIDAYS

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

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

15.03 Unscheduled vacation is defined as a request for vacation with less than ten (10) calendar days' notice. Scheduled vacation is defined as a request for vacation with a minimum of ten (10) calendar days' notice.

15.04 Vacation requests (unscheduled or scheduled) will be considered on a first come, first served basis and will be contingent on work requirements.

15.05 The Employer shall grant two (2) paid floater days' under the following circumstances:

- i) Employees are entitled to a maximum of sixteen (16) hours of paid leave or fourteen and one-half (14.50) hours of paid leave or twenty-four (24) hours of paid leave as per the employees normal hours of work in any calendar year.
- ii) Leave may be taken on an hourly basis with the minimum duration being one half (0.5) hour.
- iii) As with vacation entitlements, scheduling of paid floater days are subject to supervisory approval and are to be requested as per scheduled vacation with ten (10) calendar days notice.

iv) Where it is impossible to schedule use of a paid floater day within ten (10) calendar days' notice, as per 15.03, employees must request this floater time a minimum of twenty-four (24) hours in advance. The supervisor may waive the notice requirement in exceptional circumstances.

v) The two paid floater days' will be given the same consideration as unscheduled vacation as per 15.04. Such requests will be considered on a first come, first served basis and will be contingent on work requirements.

vi) Shift workers assigned to a full shift assignment and CSU Operators will receive twenty-four (24) hours paid floater time off per year. If this floater time off is scheduled a minimum of 10 days in advance the employee will not be required to reimburse the Employer at replacement value. If the time off is not scheduled with 10 calendar days notice and replacement coverage requires using overtime, the employee will be required to reimburse the Employer at replacement value.

vii) Floater day time off must be used in each calendar year and will not be subject to carryover at the end of the calendar year and will not be paid out if unused. The twenty-four (24) hours of floater time for shift employees will be credited to the employee's overtime bank on January 1st of each year.

ARTICLE XVI

VACATION

16.01 a) Entitlement for Employees

All employees shall receive the following annual vacation with pay after reaching the level of continuous service shown below. The week or day referred to below is the normal work day or week for the employee (i.e., either eight (8) hours per day resulting in a forty (40) hour week or seven and one-quarter (7.25) hours per day resulting in a thirty-six and one-quarter (36.25) hour week). Employees working alternative hours of work will have to make the appropriate adjustment (i.e., an employee working a forty (40) hour week in four (4), ten (10) hour days, will need a full week of vacation to cover a four (4) day absence).

Vacation

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

Continuous Service

date of hire
eight (8) years
sixteen (16) years
eighteen (18) years
twenty (20) years
twenty-two (22) years
twenty-four (24) years
twenty-five (25) years

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

16.02 Vacation Carryover

Vacation carryover will be administered as per Employer Policy.

A R T I C L E X V I I

SERVICE AND SENIORITY

17.01 a) Service

- i) length of continuous employment since the date of last hire by the NB Power Group of Companies and their predecessors shall be known as service.
- ii) for the purposes of sick leave, vacation and retirement allowance, continuous service includes service in Parts I, II, III and IV of the New Brunswick Public Service when that service is continuous with service in the NB Power Group of Companies

17.01 b) Seniority

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

For the purposes of calculation, effective September 20, 2001, "continuous employment in a classification" for employees who were formerly in Local 37's Technical or Operational Non-Supervisory groups, will include all continuous time in the employee's family of classifications as defined under those prior collective agreements. As well, for the purposes of calculating seniority for shift supervisors, operators, senior operators and chemistry technicians, continuous employment in both the shift and non-shift classifications will be treated as time in the same classification.

17.01 c) Records

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

17.02 Retention of Bargaining Unit Seniority

17.02 a) Employees who transfer out of the Generation bargaining unit to another position with the NB Power Group of Companies, in a bargaining unit represented by the I.B.E.W., shall recover such seniority if they return to the same classification in the Generation bargaining unit.

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

17.03 Layoff of Regular Employees

17.03 a) Job Security

Regular Employees who were employed in the Generation bargaining unit on April 1, 2001 will not be permanently laid off except for the closure or sale of a plant or plants. This protection against permanent layoff does not restrict the Employer from managing its workforce in any way, including re-assignment to another position or classification in the Corporation or NB Power Group of Companies. This protection will not apply to temporary or casual employees or to any employee hired after April 1, 2001.

17.03 b) Layoff Procedure

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

- i) the employee with the least seniority in a classification at a location shall be given notice of lay off. Employees who have been given notice of lay off shall indicate in writing within five (5) working days whether they wish to be laid off and receive severance in accordance with article 17.07 or in the alternative, exercise their right to displace another employee. An employee who is displaced as a result of the operation of sections (ii) or (iii) may only take advantage of subsequent provisions of this article of the agreement;
- ii) if the employee does not wish to relocate, they may displace the most junior employee in a former classification in their location, if that employee has less seniority in that classification than the employee given notice of lay off had accumulated while they were in that classification in the Generation bargaining unit;
- iii) an employee who has been given notice of lay-off in accordance with section (i), who does not want to remain in the location or is not able to exercise that option, may displace the most junior employee in their current classification within their Region, if that employee has less seniority in the classification;

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

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

vi) in any twelve (12) month period, no more than one (1) in five (5) employees in a classification at a location may be displaced;

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 (6) 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. However, they will be entitled to severance pay in accordance with article 17.07;

viii) an employee who is displaced as a result of the operation of section (iv) will be laid off. While they will not be able to take advantage of the provisions of article 17.03 (b) of the Agreement, they will be entitled to severance pay in accordance with article 17.07;

ix) where the "former classification" in section (ii) includes a classification in a progressive series, the employee will replace the junior employee in the classification at the first level of certification or progression. For example, a shift supervisor who is given notice of lay off may displace an operator, not an employee in a senior operator classification;

x) 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;

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

xii) no relocation costs will be paid for employees exercising their rights under this article of the Agreement;

xiii) for the purposes of this article of the Agreement, the applicable Regions are: Hydro (Mactaquac, Grand Falls, Beechwood & Milltown), Northern (Dalhousie, Belledune & Millbank), Southern (Coleson Cove, Courtenay Bay & Grand Lake) and Head Office.

17.04 Rehiring

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

i) such employees have had six (6) months previous service in the work headquarters and did not resign or were not discharged for cause;

ii) less than twelve (12) months have elapsed since the end of the service referred to in (i) above;

iii) such employees have notified the Employer in writing of their desire to be recalled and have kept the Employer informed of any change of address;

iv) such employees have the necessary qualifications;

v) if an employee refuses a substantive (i.e., for a period of three (3) months or more) offer of employment, they will have no further entitlement to the benefits of this provision of the agreement;

vii) under the provisions of article 6.09 of the NB Power Group Staffing Policy, former employees retaining rights under the Collective Agreement for rehiring

as per Article 17.04, will be eligible to compete in internal competitions and/or searches as if they were employees of the Employer;

- viii) employees on maternity/parental leave, and whose term of employment expires during that leave will have their entitlement for rehire adjusted to one year after they begin their maternity leave;
- ix) former employees retaining rehiring rights within the collective agreement will be eligible for internal competitions and/or searches.

17.05 Temporary Employees

17.05 a) Except for the purposes of job bids, temporary employees will have no seniority rights outside their plant, region or immediate work area.

17.05 b) Temporary employees who complete their terms of employment and are subsequently rehired within twelve (12) 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 Employer'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 Employer, pay in lieu of such notice.

17.06 b) Temporary employees who are employed for a fixed term of employment with no provision for early termination of the term of employment will be considered "laid off" for the purposes of this section of the agreement if they are released before their termination date. They shall be given a minimum of three (3) weeks notice of lay-off or, at the discretion of the Employer, pay in lieu of such notice.

17.06 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.

17.07 Severance Benefits

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

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

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

i) the employee is hired or offered a job by the third party at an equivalent salary (i.e., within five percent (5%) of the employee's former salary) and with an equivalent (i.e., within five percent (5%)) contribution by the new employer to the employee's pension and benefit plan, within twelve (12) months of the third party acquiring all or part of the business; and

ii) the employee must not be involuntarily laid off within a period of twenty-four (24) months of their hire by the new employer without an acceptable severance package. If the new employer offers no severance package, the employee will receive the severance package contained in the collective agreement that was in effect when the employee was laid off by NB Power. If some severance is offered but it is less than the package in that collective agreement, NB Power will make up the difference; or

iii) the third party is required by legislation or voluntarily recognizes the Union (subject to any successful jurisdictional challenges by another Union) and the terms of the existing collective agreement.

17.08 Job Bids

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

- i) The bid will be posted and will remain open for a minimum of fifteen (15) days and will indicate:
 - job classification
 - qualifications required
 - location
 - whether the bid will be used to fill more than one position
 - whether the bid will be used to fill future opportunities and, if so, the period of time for which the bid will be valid

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

17.08 b) Selection of applicants for appointment to classifications falling within the scope of this Agreement shall be based on ability and qualifications. When ability and qualifications are equal, seniority shall govern. When ability and qualifications are equal and seniority is identical, service will be the deciding factor. For this article only of the collective agreement, seniority will be calculated as including all continuous employment in the Generation bargaining unit (including time bridged as per article 17.02) in one (1) or more classifications.

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

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

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

ARTICLE XVIII

SAFETY

18.01 Employees will comply with the provisions of the ***Occupational Health and Safety Act***, Regulations and with all Corporate Safety Policies and Procedures. Regulations concerning working alone or refusal to perform unsafe work are established under the Act and/or Policies.

18.02 Joint Health & Safety Committees

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

18.03 Corporate Health & Safety Meetings

The Employer will pay the salaries, excluding any overtime, and expenses for three (3) designated employee representatives or their alternates to attend regular Corporate Health & Safety Meetings. Time is to be coded at PDP – Code 70 with a notation that they attended this meeting. Expenses are to be submitted on an expense claim. If an alternate for an employee representative is an employee of I.B.E.W., or if an alternate is replacing a Union representative (normally the Business Manager, Assistant Business Manager, Business Agent), the Union will cover the time and expenses.

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 Employer shall provide, once yearly, one (1) pair of bib overalls or coveralls, as well as an initial issue of lined coveralls, to employees 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. This allowance shall be payable on or about June 1st of each year and only those employees who are on the NB Power payroll on June 1st shall be eligible for the allowance. Employees who require safety footwear but do not wear such footwear on a regular basis will be entitled to the footwear allowance once every three (3) years.

The footwear allowance will be: \$175.00

18.05 Emergency Response Team

The Employer may create an Emergency Response Team (ERT) at any of its stations. If an ERT is created:

- i) the Employer will determine the level of response required the number of people that may participate and the training required.
- ii) qualified participants will receive a lump sum payment of \$1000.00 (net) per year on qualification and each subsequent year that the Employer requires an ERT and the employee remains qualified. Employees who accept the ERT bonus will attend all required training.
- iii) training requirements may vary according to location, however the minimum requirements for participants to qualify for payment is successful completion of Firefighter Level 1 (formerly advanced exterior/interior firefighting).
- iv) Qualified participants will receive paid expenses up to a maximum of \$500 for each ERT member per calendar year for expenses incurred as a result of activities associated with maintaining a high level of physical fitness.

Additional expenses would be paid assuming the following conditions are met:

- Proof of expenditures must be accompanied by receipts.
- Current and new ERT members must complete all minimum requirements as per Article 18.05 iii), as well as any further testing, instruction, or training determined by the location in order to become an active member of the ERT.
- Expenses must be incurred as a result of activities associated with maintaining a high level of physical fitness.
- Expenses incurred due to recreational sports such as hockey and softball will not be included.
- Expenses for equipment purchases must be for new equipment; used or second hand equipment will not qualify for reimbursement.
- Big ticket items such as home gym equipment may be spread out over several years (i.e. a home gym costing \$2000.00 could be spread out over three (3) years so as not to exceed the \$500.00 per year maximum) as long the employee remains a member of the ERT during this time period.
- Further examples of expenses that would qualify for reimbursement include: running shoes, gym memberships, home gym equipment, exercise clothing, bicycles, heart rate monitors, etc.

v) This agreement will apply to any of the Employer's stations where an Emergency Response Team currently exists or where one is created.

ARTICLE XIX

ADMINISTRATION OF THE COLLECTIVE AGREEMENT

19.01 Pay Periods and Dues Check-Off

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

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

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

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

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

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

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

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

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

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

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

19.02 Direct Bank Deposit

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

19.03 Registered Retirement Savings Plan

Employees may elect to contribute by means of payroll deduction to a Registered Retirement Savings Plan included in the payroll system by the Employer. Subject to the provisions of Article 10.07 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.

19.04 Venture Capital

Employees may elect to contribute by means of payroll deduction to the new Venture Capital Fund selected by the union. The fund identified by the Union is: Growth Works, Atlantic Venture Fund Ltd. These contributions will be deducted from all pay periods until the employee notifies the Payroll Department in writing that such deductions should cease.

19.05 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 "D".

19.06 Definition of Spouse & Dependent

For the purposes of determining entitlement under the collective agreement for spouses and dependents, the definition of "spouse" and "dependent" will be defined as per the ENERflex program definitions.

ARTICLE XX

GRIEVANCE PROCEDURE

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

20.01 a) Step One: Within five (5) 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 (5) 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 (2) working days from the date on which the grievance was discussed with the person designated as the first level in the grievance procedure, the employee may proceed to Step Two.

20.01 b) Step Two: Within five (5) 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.

20.01 c) Step Three: Within five (5) working days from the expiration of the five (5) day period referred to in Step Two, the employee may present the grievance in writing by mailing it by registered mail to the President of NB Power. Copies of correspondence and the grievances presented at Steps One and Two, and replies by persons designated by the Employer under Steps One and Two should accompany the grievance when it is presented to the President. The President has designated the Vice-President of the Employer to respond to third level grievances which do not involve termination of employment. The President or delegate shall reply in writing to the employee within ten (10) working days from the date the grievance was presented. If the employee does not receive a reply or satisfactory settlement of their grievance from the President or delegate, the grievance may be referred to adjudication within three (3) months from the expiration of the ten (10) day time period referred to above. If the grievance is referred to adjudication, the parties to the collective agreement have one month to make arrangements for the adjudication unless this time limit is waived by mutual agreement.

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

20.03 a) In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and 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 (1) 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.

A R T I C L E X X I

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.

A R T I C L E X X I I

RULES, REGULATIONS, POLICIES AND PROCEDURES

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

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

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

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

ARTICLE XXIII

RETROACTIVITY

23.01 It is mutually understood and agreed that the provisions of the Collective Agreement being signed by the parties this day stating that the Agreement is to be in effect for the term January 1, 2012 to December 31, 2015, are intended to provide continuity in the relations between the parties and retroactive effect, for the period January 1, 2012, 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 January 1, 2012 to and including December 31, 2015 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 18th day of December, 2012.

NEW BRUNSWICK POWER GENERATION CORPORATION

GAETAN THOMAS
PRESIDENT & CHIEF EXECUTIVE OFFICER

WANDA HARRISON
CORPORATE SECRETARY & GENERAL COUNSEL

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

STEPHEN F. HAYES
PRESIDENT

PEGGY GALBRAITH
RECORDING SECRETARY

CLAUDE RICHARD
ASSISTANT BUSINESS MANAGER

ROSS F. GALBRAITH
BUSINESS MANAGER

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NOTE: Old Rate has a flexibility adjustment of either
 * \$0.50 or **\$1.50 included in the rates
 Salary FIX/TER – See Article 8.02a (i & ii)

APPENDIX "A"

WAGE RATES

Sal Grade	Job Code	Classification			<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>
A01	G072	Foreman Materials Handling	01-Jan-11	Old	\$28.57	\$30.35	\$32.13	\$33.91	\$35.69				
A02	G135	Supv General Maintenance	01-Jan-12		\$28.57	\$30.35	\$32.13	\$33.91	\$35.69				
			01-Jan-13		\$28.57	\$30.35	\$32.13	\$33.91	\$35.69				
			01-Jan-14	2.0% Increase	\$29.14	\$30.96	\$32.77	\$34.59	\$36.40				
			01-Jan-15	2.5% Increase	\$29.87	\$31.73	\$33.59	\$35.46	\$37.31				
A04	G133	Supv Chemical Control	01-Jan-11	Old	\$33.43	\$35.52	\$37.61	\$39.70	\$41.79				
	G134	Supv Electrical Instr & Contr	01-Jan-12		\$33.43	\$35.52	\$37.61	\$39.70	\$41.79				
	G140	Supv Mechanical Maintenance	01-Jan-13		\$33.43	\$35.52	\$37.61	\$39.70	\$41.79				
	G141	Supv Planning	01-Jan-14	2.0% Increase	\$34.10	\$36.23	\$38.36	\$40.49	\$42.63				
			01-Jan-15	2.5% Increase	\$34.95	\$37.14	\$39.32	\$41.50	\$43.70				
A05	G241	Supv Chemistry and Env	01-Jan-11	Old	\$36.39	\$38.66	\$40.93	\$43.20	\$45.47				
	G142	Supv Shift Day	01-Jan-12		\$36.39	\$38.66	\$40.93	\$43.20	\$45.47				
			01-Jan-13		\$36.39	\$38.66	\$40.93	\$43.20	\$45.47				
			01-Jan-14	2.0% Increase	\$37.12	\$39.43	\$41.75	\$44.06	\$46.38				
			01-Jan-15	2.5% Increase	\$38.05	\$40.42	\$42.79	\$45.16	\$47.54				
A06	G143	Tradesworker Sr. Mtce (Generation Senior Maintainer)	01-Jan-11	Old	\$29.22	\$31.05	\$32.88	\$34.71	\$36.54				
			01-Jan-12		\$29.22	\$31.05	\$32.88	\$34.71	\$36.54				
			13-Dec-12	TER	\$29.62	\$31.47	\$33.33	\$35.18	\$37.03				
			01-Jan-13		\$29.62	\$31.47	\$33.33	\$35.18	\$37.03				
			13-Dec-13	TER	\$30.02	\$31.89	\$33.78	\$35.65	\$37.52				
			01-Jan-14	2.0% Increase	\$30.62	\$32.53	\$34.46	\$36.36	\$38.27				
			13-Dec-14	TER	\$31.00	\$32.95	\$34.90	\$36.82	\$38.75				
			01-Jan-15	2.5% Increase	\$31.78	\$33.77	\$35.77	\$37.74	\$39.72				
			13-Dec-15	TER	\$32.16	\$34.19	\$36.21	\$38.20	\$40.20				

Sal Grade	Job Code	Classification			<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>		
A07	G160	Senior Thermal Operator (Plant Operator Senior)	01-Jan-11	Old	\$29.99	\$31.87	\$33.75	\$35.63	\$37.51						
			01-Jan-12		\$29.99	\$31.87	\$33.75	\$35.63	\$37.51						
			13-Dec-12	TER	\$30.18	\$32.08	\$33.97	\$35.86	\$37.75						
			01-Jan-13		\$30.18	\$32.08	\$33.97	\$35.86	\$37.75						
			13-Dec-13	TER	\$30.37	\$32.29	\$34.19	\$36.09	\$37.99						
			01-Jan-14	2.0% Increase	\$30.98	\$32.94	\$34.87	\$36.81	\$38.75						
			13-Dec-14	TER	\$31.17	\$33.15	\$35.09	\$37.04	\$38.99						
			01-Jan-15	2.5% Increase	\$31.95	\$33.98	\$35.97	\$37.97	\$39.96						
			13-Dec-15	TER	\$32.14	\$34.18	\$36.18	\$38.19	\$40.20						
A08	G161	Operator (Plant Operator)	01-Jan-11	Old	\$27.27	\$28.98	\$30.69	\$32.40	\$34.11						
			01-Jan-12		\$27.27	\$28.98	\$30.69	\$32.40	\$34.11						
	G106	Oper River Control	13-Dec-12	TER	\$27.45	\$29.17	\$30.90	\$32.61	\$34.33						
			01-Jan-13		\$27.45	\$29.17	\$30.90	\$32.61	\$34.33						
			13-Dec-13	TER	\$27.64	\$29.37	\$31.11	\$32.83	\$34.56						
			01-Jan-14	2.0% Increase	\$28.00	\$29.75	\$31.52	\$33.26	\$35.25						
			13-Dec-14	TER	\$28.18	\$29.94	\$31.72	\$33.47	\$35.47						
			01-Jan-15	2.5% Increase	\$28.89	\$30.69	\$32.51	\$34.31	\$36.36						
			13-Dec-15	TER	\$29.07	\$30.88	\$32.71	\$34.52	\$36.58						
A12	G002	Tech II Electrical	01-Jan-11	Old	\$27.99	\$29.74	\$31.49	\$33.24	\$34.99						
			01-Jan-12		\$27.99	\$29.74	\$31.49	\$33.24	\$34.99						
			01-Jan-13		\$27.99	\$29.74	\$31.49	\$33.24	\$34.99						
			01-Jan-14	2.0% Increase	\$28.55	\$30.34	\$32.12	\$33.91	\$35.69						
			01-Jan-15	2.5% Increase	\$29.26	\$31.10	\$32.92	\$34.76	\$36.58						
			G150	Tech II Civil	01-Jan-13		\$27.99	\$29.74	\$31.49	\$33.24	\$34.99				
			G151	Tech II Inst & Cont	01-Jan-14	2.0% Increase	\$28.55	\$30.34	\$32.12	\$33.91	\$35.69				
			G152	Tech II Mechanical	01-Jan-15	2.5% Increase	\$29.26	\$31.10	\$32.92	\$34.76	\$36.58				
G163	Tech II Chemical (Generation Maintainer)														
G111	Planner														
G198	Analyst Predictive Maintenance														

Sal Grade	Job Code	Classification			<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>
A13	G162	Tradesworker Mtce (Generation Maintainer)	01-Jan-11	Old	\$26.58	\$28.84	\$29.90	\$31.56	\$33.22				
			01-Jan-12		\$26.58	\$28.84	\$29.90	\$31.56	\$33.22				
			13-Dec-12	TER	\$26.94	\$28.63	\$30.31	\$31.99	\$33.67				
			13-Jan-13		\$26.94	\$28.63	\$30.31	\$31.99	\$33.67				
			13-Dec-13	TER	\$27.30	\$29.01	\$30.71	\$32.42	\$34.12				
			01-Jan-14	2.0% Increase	\$27.85	\$29.59	\$31.32	\$33.07	\$34.80				
			13-Dec-14	TER	\$28.20	\$29.98	\$31.73	\$33.50	\$35.25				
			01-Jan-15	2.5% Increase	\$28.91	\$30.73	\$32.52	\$34.34	\$36.13				
			13-Dec-15	TER	\$29.27	\$31.12	\$32.93	\$34.77	\$36.58				
A17	G156	Tradesworker, Utility	01-Jan-11	Old	\$24.40	\$25.92	\$27.44	\$28.96	\$30.48				
			01-Jan-12		\$24.40	\$25.92	\$27.44	\$28.96	\$30.48				
			01-Jan-13		\$24.40	\$25.92	\$27.44	\$28.96	\$30.48				
			01-Jan-14	2.0% Increase	\$24.89	\$26.44	\$27.99	\$29.54	\$31.09				
			01-Jan-15	2.5% Increase	\$25.51	\$27.10	\$28.69	\$30.28	\$31.87				
A24	G104	Operator Hydro	01-Jan-11	Old	\$26.06	\$27.69	\$29.32	\$30.95	\$32.58				
			01-Jan-12		\$26.06	\$27.69	\$29.32	\$30.95	\$32.58				
			01-Jan-13		\$26.06	\$27.69	\$29.32	\$30.95	\$32.58				
			01-Jan-14	2.0% Increase	\$26.58	\$28.24	\$29.91	\$31.57	\$33.23				
			01-Jan-15	2.5% Increase	\$27.25	\$28.95	\$30.66	\$32.36	\$34.06				
A26	G065	Equipment Operator	01-Jan-11	Old	\$19.78	\$21.02	\$22.26	\$23.50	\$24.74				
			01-Jan-12		\$19.78	\$21.02	\$22.26	\$23.50	\$24.74				
			01-Jan-13		\$19.78	\$21.02	\$22.26	\$23.50	\$24.74				
			01-Jan-14	2.0% Increase	\$20.18	\$21.44	\$22.71	\$23.97	\$25.24				
			01-Jan-15	2.5% Increase	\$20.69	\$21.98	\$23.28	\$24.57	\$25.87				
A27	G157	Utilityworker	01-Jan-11	Old	\$18.56	\$19.72	\$20.88	\$22.04	\$23.20				
			01-Jan-12		\$18.56	\$19.72	\$20.88	\$22.04	\$23.20				
			01-Jan-13		\$18.56	\$19.72	\$20.88	\$22.04	\$23.20				
			01-Jan-14	2.0% Increase	\$18.93	\$20.12	\$21.30	\$22.48	\$23.66				
			01-Jan-15	2.5% Increase	\$19.40	\$20.62	\$21.83	\$23.04	\$24.25				

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A30	G076	Guard Security Senior	01-Jan-11	Old	\$21.34	\$22.67	\$24.00	\$25.33	\$26.66				
			01-Jan-12		\$21.34	\$22.67	\$24.00	\$25.33	\$26.66				
			01-Jan-13		\$21.34	\$22.67	\$24.00	\$25.33	\$26.66				
			01-Jan-14	2.0% Increase	\$21.77	\$23.12	\$24.48	\$25.84	\$27.19				
			01-Jan-15	2.5% Increase	\$22.32	\$23.70	\$25.09	\$26.49	\$27.87				
A31	G075	Guard Security	01-Jan-11	Old	\$20.18	\$21.44	\$22.70	\$23.96	\$25.22				
			01-Jan-12		\$20.18	\$21.44	\$22.70	\$23.96	\$25.22				
			01-Jan-13		\$20.18	\$21.44	\$22.70	\$23.96	\$25.22				
			01-Jan-14	2.0% Increase	\$20.58	\$21.87	\$23.15	\$24.44	\$25.73				
			01-Jan-15	2.5% Increase	\$21.10	\$22.42	\$23.73	\$25.05	\$26.37				
A32	G040	Coal Handlers	01-Jan-11	Old	\$19.30	\$20.50	\$21.70	\$22.90	\$24.10				
			01-Jan-12		\$19.30	\$20.50	\$21.70	\$22.90	\$24.10				
			01-Jan-13		\$19.30	\$20.50	\$21.70	\$22.90	\$24.10				
			01-Jan-14	2.0% Increase	\$19.69	\$20.91	\$22.13	\$23.36	\$24.58				
			01-Jan-15	2.5% Increase	\$20.18	\$21.43	\$22.68	\$23.94	\$25.20				
A34	G108	Operator CSU	01-Jan-11	Old	\$22.06	\$23.44	\$24.82	\$26.20	\$27.58				
			01-Jan-12		\$22.06	\$23.44	\$24.82	\$26.20	\$27.58				
			13-Dec-12		\$22.06	\$23.44	\$24.82	\$26.20	\$27.58				
				Salary Fix	\$22.71	\$24.09	\$25.47	\$26.85	\$28.23				
			01-Jan-13		\$22.06	\$23.44	\$24.82	\$26.20	\$27.58				
				Salary Fix	\$22.73	\$24.11	\$25.49	\$26.87	\$28.25				
			01-Jan-14	2.0% Increase	\$22.50	\$23.91	\$25.32	\$26.72	\$28.13				
				Salary Fix	\$23.19	\$24.60	\$26.01	\$27.41	\$28.82				
			01-Jan-15	2.5% Increase	\$23.06	\$24.51	\$25.95	\$27.39	\$28.83				
	Salary Fix	\$23.77	\$25.22	\$26.66	\$28.10	\$29.54							
A35	G008	Apprentice MTW	01-Jan-11	Old	\$16.31	\$17.33	\$18.35	\$19.37	\$20.39	\$21.57	\$22.71	\$23.91	
			01-Jan-12		\$16.31	\$17.33	\$18.35	\$19.37	\$20.39	\$21.57	\$22.71	\$23.91	
			01-Jan-13		\$16.31	\$17.33	\$18.35	\$19.37	\$20.39	\$21.57	\$22.71	\$23.91	
			01-Jan-14	2.0% Increase	\$16.64	\$17.68	\$18.72	\$19.76	\$20.80	\$22.00	\$23.16	\$24.39	
			01-Jan-15	2.5% Increase	\$17.06	\$18.12	\$19.19	\$20.25	\$21.32	\$22.55	\$23.74	\$25.00	

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A38	G029	ASR II	01-Jan-11	Old	\$16.03	\$17.03	\$18.03	\$19.03	\$20.03				
			01-Jan-12		\$16.03	\$17.03	\$18.03	\$19.03	\$20.03				
			01-Jan-13		\$16.03	\$17.03	\$18.03	\$19.03	\$20.03				
			01-Jan-14	2.0% Increase	\$16.35	\$17.37	\$18.39	\$19.41	\$20.43				
			01-Jan-15	2.5% Increase	\$16.76	\$17.81	\$18.85	\$19.90	\$20.94				
A39	G030	ASR III	01-Jan-11	Old	\$18.56	\$19.72	\$20.88	\$22.04	\$23.20				
			01-Jan-12		\$18.56	\$19.72	\$20.88	\$22.04	\$23.20				
			01-Jan-13		\$18.56	\$19.72	\$20.88	\$22.04	\$23.20				
			01-Jan-14	2.0% Increase	\$18.93	\$20.12	\$21.30	\$22.48	\$23.66				
			01-Jan-15	2.5% Increase	\$19.40	\$20.62	\$21.83	\$23.04	\$24.25				
A40	G031	ASR IV	01-Jan-11	Old	\$22.56	\$23.97	\$25.38	\$26.79	\$28.20				
			01-Jan-12		\$22.56	\$23.97	\$25.38	\$26.79	\$28.20				
			01-Jan-13		\$22.56	\$23.97	\$25.38	\$26.79	\$28.20				
			01-Jan-14	2.0% Increase	\$23.01	\$24.45	\$25.89	\$27.33	\$28.76				
			01-Jan-15	2.5% Increase	\$23.59	\$25.06	\$26.54	\$28.01	\$29.48				
A41	G032	ASR V	01-Jan-11	Old	\$24.48	\$26.01	\$27.54	\$29.07	\$30.60				
			01-Jan-12		\$24.48	\$26.01	\$27.54	\$29.07	\$30.60				
			01-Jan-13		\$24.48	\$26.01	\$27.54	\$29.07	\$30.60				
			01-Jan-14	2.0% Increase	\$24.97	\$26.53	\$28.09	\$29.65	\$31.21				
			01-Jan-15	2.5% Increase	\$25.60	\$27.19	\$28.79	\$30.39	\$31.99				
A42	G217	Oiler	01-Jan-11	Old	\$20.37	\$21.64	\$22.91	\$24.18	\$25.45				
	G080	Instrument Person	01-Jan-12		\$20.37	\$21.64	\$22.91	\$24.18	\$25.45				
			01-Jan-13		\$20.37	\$21.64	\$22.91	\$24.18	\$25.45				
			01-Jan-14	2.0% Increase	\$20.78	\$22.07	\$23.37	\$24.66	\$25.96				
			01-Jan-15	2.5% Increase	\$21.30	\$22.62	\$23.96	\$25.28	\$26.61				

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A43	G255	Coal Handler Belledune	01-Jan-11	Old	\$21.31	\$22.64	\$23.97	\$25.30	\$26.63				
			01-Jan-12		\$21.31	\$22.64	\$23.97	\$25.30	\$26.63				
			01-Jan-13		\$21.31	\$22.64	\$23.97	\$25.30	\$26.63				
			01-Jan-14	2.0% Increase	\$21.74	\$23.09	\$24.45	\$25.81	\$27.16				
			01-Jan-15	2.5% Increase	\$22.28	\$23.67	\$25.06	\$26.46	\$27.84				
A44	G050	Eng I-IV	01-Jan-11	Old	\$22.78	\$25.43	\$28.13	\$30.80	\$33.49	\$36.16	\$38.84	\$41.52	\$44.20
			01-Jan-12		\$22.78	\$25.43	\$28.13	\$30.80	\$33.49	\$36.16	\$38.84	\$41.52	\$44.20
			01-Jan-13		\$22.78	\$25.43	\$28.13	\$30.80	\$33.49	\$36.16	\$38.84	\$41.52	\$44.20
			01-Jan-14	2.0% Increase	\$23.24	\$25.94	\$28.69	\$31.42	\$34.16	\$36.88	\$39.62	\$42.35	\$45.08
			01-Jan-15	2.5% Increase	\$23.82	\$26.59	\$29.41	\$32.21	\$35.01	\$37.80	\$40.61	\$43.41	\$46.21
A45	G119	Technical Specialist	01-Jan-11	Old	\$32.41	\$34.44	\$36.47	\$38.50	\$40.53				
			01-Jan-12		\$32.41	\$34.44	\$36.47	\$38.50	\$40.53				
			01-Jan-13		\$32.41	\$34.44	\$36.47	\$38.50	\$40.53				
			01-Jan-14	2.0% Increase	\$33.06	\$35.13	\$37.20	\$39.27	\$41.34				
			01-Jan-15	2.5% Increase	\$33.89	\$36.01	\$38.13	\$40.25	\$42.37				
A46	G044	Coord Performance Test	01-Jan-11	Old	\$35.36	\$37.57	\$39.79	\$41.99	\$44.20				
	G045	Coord Inspection Program	01-Jan-12		\$35.36	\$37.57	\$39.79	\$41.99	\$44.20				
	G074	Geologist	01-Jan-13		\$35.36	\$37.57	\$39.79	\$41.99	\$44.20				
	G206	Coord Tech Projects	01-Jan-14	2.0% Increase	\$36.07	\$38.32	\$40.59	\$42.83	\$45.08				
	G277	Spec SAP & EAM	01-Jan-15	2.5% Increase	\$36.97	\$39.28	\$41.61	\$43.90	\$46.21				
A47	G061	Engineer V	01-Jan-11	Old	\$38.81	\$41.24	\$43.67	\$46.10	\$48.53				
	G295	Spec-Fire Prot&Bal of Plt Eqpt	01-Jan-12		\$38.81	\$41.24	\$43.67	\$46.10	\$48.53				
			01-Jan-13		\$38.81	\$41.24	\$43.67	\$46.10	\$48.53				
			01-Jan-14	2.0% Increase	\$39.59	\$42.07	\$44.54	\$47.02	\$49.50				
			01-Jan-15	2.5% Increase	\$40.58	\$43.12	\$45.65	\$48.20	\$50.74				

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A48	G204	Engineer Senior I	01-Jan-11	Old	\$41.28	\$43.86	\$46.44	\$49.02	\$51.60				
	G268	Sr. Spec - Predictive Mtnc	01-Jan-12		\$41.28	\$43.86	\$46.44	\$49.02	\$51.60				
			01-Jan-13		\$41.28	\$43.86	\$46.44	\$49.02	\$51.60				
			01-Jan-14	2.0% Increase	\$42.11	\$44.74	\$47.37	\$50.00	\$52.63				
			01-Jan-15	2.5% Increase	\$43.16	\$45.86	\$48.56	\$51.25	\$53.95				
A49	G056	Engineer Senior II	01-Jan-11	Old	\$44.08	\$46.84	\$49.60	\$52.36	\$55.12				
	G057	Eng Sr. Corporate Modeling	01-Jan-12		\$44.08	\$46.84	\$49.60	\$52.36	\$55.12				
	G118	Sr. Spec Turbines	01-Jan-13		\$44.08	\$46.84	\$49.60	\$52.36	\$55.12				
	G245	Sr. Spec Perf & Chem	01-Jan-14	2.0% Increase	\$44.96	\$47.78	\$50.59	\$53.41	\$56.22				
	G246	Sr. Spec - Reliability & NDE	01-Jan-15	2.5% Increase	\$46.08	\$48.98	\$51.86	\$54.75	\$57.63				
	G276	Sr. Spec Boilers and Welding											
	G294	Sr. Spec II - Rotating Machine											
A55	G159	Coord Work Meth Saf & Train	01-Jan-11	Old	\$32.41	\$34.43	\$36.45	\$38.47	\$40.49				
	G242	Supv Const & Maint Hydro	01-Jan-12		\$32.41	\$34.43	\$36.45	\$38.47	\$40.49				
	G201	Coordinator Operations	01-Jan-13		\$32.41	\$34.43	\$36.45	\$38.47	\$40.49				
			01-Jan-14	2.0% Increase	\$33.06	\$35.12	\$37.18	\$39.24	\$41.30				
			01-Jan-15	2.5% Increase	\$33.89	\$36.00	\$38.11	\$40.22	\$42.33				
A56	G083	Labourer	01-Jan-11	Old	\$15.80	\$16.79	\$17.78	\$18.77	\$19.76				
			01-Jan-12		\$15.80	\$16.79	\$17.78	\$18.77	\$19.76				
			01-Jan-13		\$15.80	\$16.79	\$17.78	\$18.77	\$19.76				
			01-Jan-14	2.0% Increase	\$16.12	\$17.13	\$18.14	\$19.15	\$20.16				
			01-Jan-15	2.5% Increase	\$16.52	\$17.56	\$18.59	\$19.63	\$20.66				
A57	G154	Tech Sr. EI&C	01-Jan-11	Old	\$30.77	\$32.69	\$34.61	\$36.53	\$38.45				
	G194	Tech Sr. Chem Control	01-Jan-12		\$30.77	\$32.69	\$34.61	\$36.53	\$38.45				
	G195	Tech Sr. Survey	01-Jan-13		\$30.77	\$32.69	\$34.61	\$36.53	\$38.45				
	G248	Technician-Control Systems (Generation Sr. Maintainer)	01-Jan-14	2.0% Increase	\$31.39	\$33.34	\$35.30	\$37.26	\$39.22				
		Planner Sr.	01-Jan-15	2.5% Increase	\$32.18	\$34.17	\$36.18	\$38.19	\$40.20				

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A59	G265	Analyst II (Accountant Junior)	01-Jan-11	Old	\$26.33				\$33.53				
			01-Jan-12		\$26.33				\$33.53				
			01-Jan-13		\$26.33	\$28.13	\$29.93	\$31.73	\$33.53				
			01-Jan-14	2.0% Increase	\$26.86	\$28.69	\$30.53	\$32.37	\$34.20				
			01-Jan-15	2.5% Increase	\$27.53	\$29.41	\$31.29	\$33.18	\$35.06				
A60	G173	Accountant Regional	01-Jan-11	Old	\$30.36				\$38.57				
			01-Jan-12		\$30.36				\$38.57				
			01-Jan-13		\$30.36	\$32.42	\$34.47	\$36.52	\$38.57				
			01-Jan-14	2.0% Increase	\$30.97	\$33.07	\$35.16	\$37.25	\$39.34				
			01-Jan-15	2.5% Increase	\$31.74	\$33.90	\$36.04	\$38.18	\$40.32				
A62	G211	Analyst Business	01-Jan-11	Old	\$28.40				\$36.12				
			01-Jan-12		\$28.40				\$36.12				
			01-Jan-13		\$28.40	\$30.33	\$32.26	\$34.19	\$36.12				
			01-Jan-14	2.0% Increase	\$28.97	\$30.94	\$32.91	\$34.87	\$36.84				
			01-Jan-15	2.5% Increase	\$29.69	\$31.71	\$33.73	\$35.74	\$37.76				
A64	G193	Prof Info Technology V	01-Jan-11	Old	\$40.26				\$50.94				
			01-Jan-12		\$40.26				\$50.94				
			01-Jan-13		\$40.26	\$42.93	\$45.60	\$48.27	\$50.94				
			01-Jan-14	2.0% Increase	\$41.07	\$43.79	\$46.51	\$49.24	\$51.96				
			01-Jan-15	2.5% Increase	\$42.10	\$44.88	\$47.67	\$50.47	\$53.26				
A68	G175	Prof Info Technology IV	01-Jan-11	Old	\$23.92								\$46.40
			01-Jan-12		\$23.92								\$46.40
			01-Jan-13		\$23.92	\$26.73	\$29.54	\$32.35	\$35.16	\$37.97	\$40.78	\$43.59	\$46.40
			01-Jan-14	2.0% Increase	\$24.40	\$27.27	\$30.13	\$33.00	\$35.86	\$38.73	\$41.60	\$44.46	\$47.33
			01-Jan-15	2.5% Increase	\$25.01	\$27.95	\$30.88	\$33.83	\$36.76	\$39.70	\$42.64	\$45.57	\$48.51

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A69	G240	Gatekeeper	01-Jan-11	Old	\$17.18	\$18.25	\$19.32	\$20.39	\$21.40				
			01-Jan-12		\$17.18	\$18.25	\$19.32	\$20.39	\$21.40				
			01-Jan-13		\$17.18	\$18.25	\$19.32	\$20.39	\$21.40				
			01-Jan-14	2.0% Increase	\$17.52	\$18.62	\$19.71	\$20.80	\$21.83				
			01-Jan-15	2.5% Increase	\$17.96	\$19.09	\$20.20	\$21.32	\$22.38				
A70	G256	Coal Handlers Belledune Shift	01-Jan-11	Old	\$21.31	\$22.64	\$23.97	\$25.30	\$26.63				
				Salary Fix	\$21.82	\$23.18	\$24.54	\$25.90	\$27.26				
			01-Jan-12		\$21.31	\$22.64	\$23.97	\$25.30	\$26.63				
				Salary Fix	\$21.82	\$23.18	\$24.54	\$25.90	\$27.26				
			13-Dec-12		\$21.31	\$22.64	\$23.97	\$25.30	\$26.63				
				Salary Fix	\$21.96	\$23.29	\$24.62	\$25.95	\$27.28				
			01-Jan-13		\$21.31	\$22.64	\$23.97	\$25.30	\$26.63				
				Salary Fix	\$21.98	\$23.31	\$24.64	\$25.97	\$27.30				
			01-Jan-14	2.0% Increase	\$21.74	\$23.09	\$24.45	\$25.81	\$27.16				
				Salary Fix	\$22.43	\$23.78	\$25.14	\$26.50	\$27.85				
01-Jan-15	2.5% Increase	\$22.28	\$23.67	\$25.06	\$26.46	\$27.84							
	Salary Fix	\$22.99	\$24.38	\$25.77	\$27.17	\$28.55							
A71	G257	Thermal Operator Shift (Plant Operator Shift)	01-Jan-11	Old	\$27.27	\$28.98	\$30.69	\$32.40	\$34.11				
				Salary Fix	\$27.78	\$29.52	\$31.26	\$33.00	\$34.74				
			01-Jan-12		\$27.27	\$28.98	\$30.69	\$32.40	\$34.11				
				Salary Fix	\$27.78	\$29.52	\$31.26	\$33.00	\$34.74				
			13-Dec-12	TER	\$27.44	\$29.17	\$30.89	\$32.61	\$34.33				
				Salary Fix	\$28.09	\$29.82	\$31.54	\$33.26	\$34.98				
			01-Jan-13		\$27.44	\$29.17	\$30.89	\$32.61	\$34.33				
				Salary Fix	\$28.11	\$29.84	\$31.56	\$33.28	\$35.00				
			13-Dec-13	TER	\$27.63	\$29.37	\$31.10	\$32.83	\$34.56				
				Salary Fix	\$28.30	\$30.04	\$31.77	\$33.50	\$35.23				
			01-Jan-14	2.0% Increase	\$28.18	\$29.96	\$31.72	\$33.49	\$35.25				
				Salary Fix	\$28.87	\$30.65	\$32.41	\$34.18	\$35.94				
			13-Dec-14	TER	\$28.35	\$30.15	\$31.92	\$33.70	\$35.47				
				Salary Fix	\$29.04	\$30.84	\$32.61	\$34.39	\$36.16				
			01-Jan-15	2.5% Increase	\$29.06	\$30.90	\$32.72	\$34.54	\$36.36				
	Salary Fix	\$29.77	\$31.61	\$33.43	\$35.25	\$37.07							
13-Dec-15	TER	\$29.24	\$31.09	\$32.92	\$34.75	\$36.58							
	Salary Fix	\$29.95	\$31.80	\$33.63	\$35.46	\$37.29							

Sal Grade	Job Code	Classification		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	
A72	G258	Sr. Thermal Operator Shift (Plant Operator Senior Shift)	01-Jan 11		\$29.99	\$31.87	\$33.75	\$35.63	\$37.51				
				Salary Fix	\$30.50	\$32.41	\$34.32	\$36.23	\$38.14				
			01-Jan-12		\$29.99	\$31.87	\$33.75	\$35.63	\$37.51				
				Salary Fix	\$30.50	\$32.41	\$34.23	\$36.23	\$38.14				
			13-Dec-12	TER	\$30.18	\$32.08	\$33.97	\$35.86	\$37.75				
				Salary Fix	\$30.83	\$32.73	\$34.62	\$36.51	\$38.40				
			01-Jan-13		\$30.18	\$32.08	\$33.97	\$35.86	\$37.75				
				Salary Fix	\$30.85	\$32.75	\$34.64	\$36.53	\$38.42				
			13-Dec-13	TER	\$30.37	\$32.29	\$34.19	\$36.09	\$37.99				
				Salary Fix	\$31.04	\$32.96	\$34.86	\$36.76	\$38.66				
			01-Jan-14	2% Increase	\$30.98	\$32.94	\$34.87	\$36.81	\$38.75				
				Salary Fix	\$31.67	\$33.63	\$35.56	\$37.50	\$39.44				
			13-Dec-14	TER	\$31.17	\$33.15	\$35.09	\$37.04	\$38.99				
				Salary Fix	\$31.86	\$33.84	\$35.78	\$37.73	\$39.68				
			01-Jan-15	2.5% Increase	\$31.95	\$33.98	\$35.97	\$37.97	\$39.96				
				Salary Fix	\$32.66	\$34.69	\$36.68	\$38.68	\$40.68				
			13-Dec-15	TER	\$32.14	\$34.17	\$36.17	\$38.18	\$40.20				
				Salary Fix	\$32.85	\$34.88	\$36.88	\$38.89	\$40.91				
A73	G261	Supervisor Shift	01-Jan-11	Old	\$36.39	\$38.66	\$40.93	\$43.20	\$45.47				
				salary fix	\$36.90	\$39.20	\$41.50	\$43.80	\$46.10				
			01-Jan-12		\$36.39	\$38.66	\$40.93	\$43.20	\$45.47				
				salary fix	\$36.90	\$39.20	\$41.50	\$43.80	\$46.10				
			13-Dec-12		\$36.39	\$38.66	\$40.93	\$43.20	\$45.47				
				Salary Fix	\$37.04	\$39.31	\$41.58	\$43.85	\$46.12				
			01-Jan-13		\$36.39	\$38.66	\$40.93	\$43.20	\$45.47				
				salary fix	\$37.06	\$39.33	\$41.60	\$43.87	\$46.14				
			01-Jan-14	2.0% Increase	\$37.12	\$39.43	\$41.75	\$44.06	\$46.38				
				salary fix	\$37.81	\$40.12	\$42.44	\$44.75	\$47.07				
			01-Jan-15	2.5% Increase	\$38.05	\$40.42	\$42.79	\$45.16	\$47.54				
				salary fix	\$38.76	\$41.13	\$43.50	\$45.87	\$48.25				

Sal Grade	Job Code	Classification			<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>
A75	G260	Tech II Chem Ctrl Shift (Generation Maintainer Shift)	01-Jan-11	Old	\$27.99	\$29.74	\$31.49	\$33.24	\$34.99				
				Salary Fix	\$28.50	\$30.28	\$32.06	\$33.84	\$35.62				
			01-Jan-12		\$27.99	\$29.74	\$31.49	\$33.24	\$34.99				
				Salary Fix	\$28.50	\$30.28	\$32.06	\$33.84	\$35.62				
			13-Dec-12		\$27.99	\$29.74	\$31.49	\$33.24	\$34.99				
				Salary Fix	\$28.64	\$30.39	\$32.14	\$33.89	\$35.64				
			01-Jan-13		\$27.99	\$29.74	\$31.49	\$33.24	\$34.99				
				Salary Fix	\$28.66	\$30.41	\$32.16	\$33.91	\$35.66				
			01-Jan-14	2.0% Increase	\$28.55	\$30.34	\$32.12	\$33.91	\$35.69				
				Salary Fix	\$29.24	\$31.03	\$32.81	\$34.60	\$36.38				
01-Jan-15	2.5% Increase	\$29.26	\$31.10	\$32.92	\$34.76	\$36.58							
		Salary Fix	\$29.97	\$31.81	\$33.63	\$35.47	\$37.29						
A76	G263	Specialist Planning	01-Jan-11	Old	\$33.51	\$35.76	\$38.00	\$40.25	\$42.50				
			01-Jan-12		\$33.51	\$35.76	\$38.00	\$40.25	\$42.50				
			01-Jan-13		\$33.51	\$35.76	\$38.00	\$40.25	\$42.50				
			01-Jan-14	2.0% Increase	\$34.18	\$36.48	\$38.76	\$41.06	\$43.35				
			01-Jan-15	2.5% Increase	\$34.35	\$36.65	\$38.95	\$41.26	\$43.56				
A77	G297	Operator Hydro Shift	01-Jan-11	Old	\$26.06	\$27.69	\$29.32	\$30.95	\$32.58				
				Salary Fix	\$26.57	\$28.23	\$29.89	\$31.55	\$33.21				
			01-Jan-12		\$26.06	\$27.69	\$29.32	\$30.95	\$32.58				
				Salary Fix	\$26.57	\$28.23	\$29.89	\$31.55	\$33.21				
			13-Dec-12		\$26.06	\$27.69	\$29.32	\$30.95	\$32.58				
				Salary Fix	\$26.71	\$28.34	\$29.97	\$31.60	\$33.23				
			01-Jan-13		\$26.06	\$27.69	\$29.32	\$30.95	\$32.58				
				Salary Fix	\$26.73	\$28.36	\$29.99	\$31.62	\$33.25				
			01-Jan-14	2.0% Increase	\$26.58	\$28.24	\$29.91	\$31.57	\$33.23				
				Salary Fix	\$27.15	\$28.93	\$30.60	\$32.26	\$33.92				
01-Jan-15	2.5% Increase	\$27.25	\$28.95	\$30.66	\$32.36	\$34.06							
		Salary Fix	\$27.96	\$29.66	\$31.37	\$33.07	\$34.77						

Sal Grade	Job Code	Classification			<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>
					1 - 6	2 - 6	3 - 6	4 - 6	5 - 6	6 - 6	7 - 6	8 - 6	
A36	G021 (1-6)	Apprentice Operators	01-Jan-11	Old	\$17.05	\$18.11	\$19.17	\$20.23	\$21.29	\$22.42	\$23.60	\$24.84	
	G022 (2-6)		01-Jan-12		\$17.05	\$18.11	\$19.17	\$20.23	\$21.29	\$22.42	\$23.60	\$24.84	
	G023 (3-6)		01-Jan-13		\$17.05	\$18.11	\$19.17	\$20.23	\$21.29	\$22.42	\$23.60	\$24.84	
	G024 (4-6)		01-Jan-14	2.0% Increase	\$17.39	\$18.47	\$19.55	\$20.64	\$21.72	\$22.87	\$24.07	\$25.34	
	G025 (5-6)		01-Jan-15	2.5% Increase	\$17.83	\$18.93	\$20.04	\$21.16	\$22.26	\$23.44	\$24.67	\$25.97	
	G026 (6-6)												
	G027 (7-6)												
	G028 (8-6)												
A37	G015 (1-6)	Apprentice Hydro Operators	01-Jan-11	Old	\$17.50	\$18.59	\$19.68	\$20.77	\$21.86	\$23.01			
	G016 (2-6)		01-Jan-12		\$17.50	\$18.59	\$19.68	\$20.77	\$21.86	\$23.01			
	G017 (3-6)		01-Jan-13		\$17.50	\$18.59	\$19.68	\$20.77	\$21.86	\$23.01			
	G018 (4-6)		01-Jan-14	2.0% Increase	\$17.85	\$18.96	\$20.07	\$21.19	\$22.30	\$23.47			
	G019 (5-6)		01-Jan-15	2.5% Increase	\$18.30	\$19.43	\$20.57	\$21.72	\$22.86	\$24.06			
	G020 (6-6)												

APPENDIX "B"

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 preschool child (children).

Eligibility:

All employees who become pregnant or adopt a preschool child and who have completed twelve (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. This represents the total of Employment Insurance gross benefits, the Supplementary Unemployment Benefits and other earnings. Employees do not have a right to SUB payments except for supplementation of EI benefits for the unemployment period up to fifteen (15) weeks for maternity leave and ten (10) weeks for adoption leave. Where an employee is subject to a waiting period of two (2) 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.

Duration:

January 1, 2012 to the expiration of the Collective Agreement.

Employee Requirements:

Employees must apply and be approved for Employment Insurance before SUB becomes payable. 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 (6) months after maternity or adoption leave; failure to do so will result in repayment of all moneys paid under the SUB plan. NB Power will advise HRDC of any changes to an approved plan within thirty days of the effective date of change.

APPENDIX "C"

PART TIME EMPLOYEES

A. PART TIME AND WORK TIME FLEXIBILITY PROGRAM

Salaries and Benefits:

Vacation

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

Statutory Holidays

Payment for the eleven (11) holidays specified in the Collective Agreement shall be pro-rated according to the number of hours worked.

Sick Leave (Short Term Disability)

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

Long Term Disability

Long term disability premiums and benefits shall be pro-rated according to the number of hours contracted to work.

Health Care Benefits Including Dental Care

To qualify for Health and Dental Benefits, an employee must work at least fifty percent (50%) of normal work hours as per insurance carrier contracts. Premiums and benefits shall be the same as for full time employees.

Basic Life Insurance & AD&D

Benefit Coverage shall be based on two (2), three (3), or four (4) times salary for contracted hours of work.

Overtime

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

Pension

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

Seniority

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

B. WORKTIME FLEXIBILITY PROGRAM

Eligibility to Participate

- Employees must be within five (5) years of retirement
- Employer must approve participation in the program
- Participation must be approved by the Province of New Brunswick Pension's Branch and Canada Revenue Agency
- Employees must sign an irrevocable contract to retire within five (5) years of the start of participation in the program
- Employees must work a minimum of fifty percent (50%) of normal work hours

Salaries and Benefits:

Vacation

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

Statutory Holidays

For employees working a reduced work week, the payment for the eleven (11) holidays specified in the collective agreement shall be pro-rated according to the number of hours contracted to work.

Sick Leave (short term disability)

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

Long Term Disability

Long term disability premiums and benefits shall be pro-rated according to the number of hours contracted to work.

Health Care Benefits

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

Basic Life and AD&D

Benefit coverage shall be based on two (2), three (3), or four (4) times salary for contracted hours of work.

Optional Benefits

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

Overtime

Employees, who work outside their contracted hours of work, but within the hours of the normal work day, shall be paid at straight time for all such hours.

Pension

Payments to the Public Service Superannuation Plan shall be based on the employee's full time salary and credited with full time service.

Service and Seniority

Employees participating in the Work Time Flexibility Program will receive a full year credit for service and seniority regardless of the number of hours worked.

APPENDIX "D"

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 (4) 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. 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 interim basis) before being able to return to the Job Sharing Program.

The Employer agrees to provide the remaining partner with ten (10) calendar day's notice of the requirement to fill the position on a full time basis. Any short term sick leave absence with an expected duration of five (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 (11) 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 contracted to work.

d) Long Term Disability

Long term disability premiums and benefits shall be pro-rated according to the number of hours contracted to work.

e) Health Care Benefits Including Dental Care

To qualify for Health and Dental Benefits, an employee must work at least fifty percent (50%) of normal work hours as per insurance carrier contracts. Premiums and benefits shall be the same as for full time employees.

f) Life Insurance and AD & D

Benefit coverage shall be based on two (2), three (3), or four (4) times salary for contracted hours of work.

g) Overtime

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

h) Pension

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

i) Seniority

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

APPENDIX "E"

PERSONAL LEAVE

Approval:

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

Selection:

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

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

Applications:

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

Period of Leave and Vacation Credits:

Personal leave may be applied for any period throughout the calendar year. Each personal leave period must be for either:

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

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

Four (4) Weeks

<u>Normal Entitlement</u>	x	11.3/12	=	<u>Reduced Entitlement</u>	x	1/3	=	<u>Amount included in personal leave</u>
15	x	0.942	=	14.13	x	0.33	=	4.663 = 5.0
20	x	0.942	=	18.84	x	0.33	=	6.217 = 6.0
25	x	0.942	=	23.55	x	0.33	=	7.772 = 8.0

Eight (8) Weeks

<u>Normal Entitlement</u>	x	10.6/12	=	<u>Reduced Entitlement</u>	x	2/3	=	<u>Amount included in personal leave</u>
15	x	0.883	=	13.25	x	0.67	=	8.878 = 9.0
20	x	0.883	=	17.66	x	0.67	=	11.832 = 12.0
25	x	0.883	=	22.08	x	0.67	=	14.794 = 15.0

Salary:

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

$$\frac{\text{Work days Per year} - \text{Summer Leave Period} + \text{1/3 or 2/3 Vacation Entitlement}}{\text{Work days per year}} = \% \text{ of normal hourly rate}$$

Work days (paid days) per year = 365 - 104 (Saturdays and Sundays)
= 261 days

Personal Leave Period = 40 days or 20 days

Thus for an employee who normally has the following vacation day entitlements, the calculation would be:

Four (4) Weeks

15 days entitlement	$\frac{261 - 20 + 5}{261}$	=	$\frac{246}{261}$	= 94.3%
20 days entitlement	$\frac{261 - 20 + 6}{261}$	=	$\frac{247}{261}$	= 94.6%
25 days entitlement	$\frac{261 - 20 + 8}{261}$	=	$\frac{249}{261}$	= 95.4%

Eight (8) Weeks

15 days entitlement	$\frac{261 - 40 + 9}{261}$	=	$\frac{230}{261}$	=	88.1on
20 days entitlement	$\frac{261 - 40 + 12}{261}$	=	$\frac{233}{261}$	=	89.3%
25 days entitlement	$\frac{261 - 40 + 15}{261}$	=	$\frac{236}{261}$	=	90.4%

Benefits:

Health and Dental premiums and benefits will be the same as for full time employees. Life Insurances and AD & D premiums and coverage are based on a reduced salary.

Opting Out:

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

Time Code:

Code 70 - PSL will be used for Personal Leave.

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

Multiple Leaves:

Employees going on maternity leave will not be eligible for Personal Leave during the twelve (12) months following return from maternity leave.

Example Two:

Shift Worker Assigned to non-shift duty for "Longer than one Cycle"

Scenario: A shift worker on Crew #2 at Coleson Cove is scheduled to non-shift assignment for the period of January 13 until March 17.

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

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

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

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

Note: When the re-assignment to non-shift duty includes a complete cycle, the adjustment for that cycle is made. For the period of February 11 to March 17, the employee will be scheduled to work an 8 hour day, Monday to Friday. The Compensation Department will calculate a vacation credit based on the following entitlements: 3 week entitlement = 11.5 hours. A greater entitlement than the basic 3 weeks will not be affected by this adjustment.

APPENDIX "G"

VARIED HOURS OF WORK EXAMPLES

Scenario #1

Variance begins mid week for a period of two (2) days **with** eight (8) hours notice provided.

Monday Normal work day

Time coded as 01 for eight (8) hours

Tuesday Employee reports to work at 08:00 hours and receives notice at 10:00 hours of variance which is to begin at 18:00 hours Tuesday evening. Employee is sent home at noon to rest and prepare (no entitlement to rest pay).

Time coded as 01 for four (4) hours and 70 PDP (paid with permission) for four (4) hours.

Wednesday Employee reports to work at 18:00 hours Tuesday evening and works until 02:00 hours Wednesday morning.

Time coded as 01 for eight (8) hours and code 30 for eight (8) hours

Thursday Employee reports to work at 18:00 hours Wednesday evening and works until 02:00 hours Thursday morning.

Time coded as 01 for eight (8) hours and code "G2" for eight (8) hours (eight (8) hours regular pay plus shift differential)

Variance ended. Employee remains off for the remainder of Thursday and returns to regular hours of work on Friday.

Friday Employee reports to work at 8:00 hours on Friday and works regular work day.

Time coded as 01 for eight (8) hours.

Completion of forty (40) hour work week. Any additional work required from this point until beginning of new work week will be at applicable overtime rates.

DAILY EXCEPTION TIME REPORTING – EMPLOYEE/VEHICLE

Varies Hours Examples – Scenario #1

Employee Name	Emp. #	Time Code	Reason Code	OT Transfer	Hours	Project ID	Accounting Distribution				Relieving		Allowance	
							Cost Element	Cost Center	WBS	Activity	Occup Code	Increm	Code	Units
Date:														
Monday		01			8									
Tuesday		01			8									
		70	PDP (paid with permission)		4									
Wednesday		01			8									
		30			8									
Thursday		01			8									
												G2	8	
Friday		01			8									
Time Out	Time In	Comments												
		<u>Scenario #1</u>												
		Variance begins mid week for a period of 2 days <u>with</u> 8 hours notice provided.												

*Complete Only When Manual Calculation Required

Prepared By: _____ Approved

By: _____

Scenario #2

Variance begins mid week **without** eight (8) hours verbal notice, runs into weekend and continues the following work week.

Monday Normal work day

Time coded as 01 for eight (8) hours

Tuesday Employee reports to work at 08:00 hours and receives notice at 14:00 hours of variance which is to begin at 18:00 hours Tuesday evening. Employee is sent home immediately to rest and prepare (no entitlement to rest pay).

Time coded as 01 for six (6) hours and 70 PDP (paid with permission) for two (2) hours.

Wednesday Employee reports to work at 18:00 hours Tuesday evening and works until 02:00 hours Wednesday morning.

Time coded as 01 for eight (8) hours and code 30 for eight (8) hours

Thursday Employee reports to work at 18:00 hours Wednesday evening and works until 02:00 hours Thursday morning.

Time coded as 01 for eight (8) hours and code 30 for eight (8) hours

Friday Employee reports to work at 18:00 hours Thursday evening and works until 02:00 hours Friday morning.

Time coded as 01 for eight (8) hours and code "G2" for eight (8) hours (eight (8) hours regular pay plus shift differential)

Completion of forty (40) hour work week

Saturday Employee reports to work at 18:00 hours Friday evening and works until 02:00 hours Saturday morning.

Time coded as 31 for four (4) hours and 32 for four (4) hours (OT rates)

Monday Employee reports to work at 18:00 hours Sunday evening to continue variance and works until 02:00 hours Monday morning

Time coded as 01 for eight (8) hours, 30 for six (6) hours and "G2" for two (2) hours

Tuesday Employee reports to work at 18:00 hours Monday evening and works until 02:00 hours Tuesday morning.

Time coded as 01 for eight (8) hours and code "G2" for eight (8) hours (eight (8) hours regular pay plus shift differential)

Variance ended. Employee remains off for the remainder of Tuesday and returns to regular hours of work on Wednesday.

Wednesday Employee reports to work at 08:00 hours on Wednesday and works regular work day.

Time coded as 01 for eight (8) hours.

Thursday Employee reports to work on Thursday and works regular work day.

Time coded as 01 for eight (8) hours.

Friday Employee reports to work on Friday and works regular work day.

Time coded as 01 for eight (8) hours.

Completion of forty (40) hour work week. Any additional work required from this point until beginning of new work week will be at applicable overtime rates.

DAILY EXCEPTION TIME REPORTING – EMPLOYEE/VEHICLE

Varies Hours Examples – Scenario #2

Employee Name	Emp. #	Time Code	Reason Code	OT Transfer	Hours	Project ID	Accounting Distribution				Relieving		Allowance	
							Cost Element	Cost Center	WBS	Activity	Occup Code	Increm	Code	Units
Date:														
Monday		01			8									
Tuesday		01			6									
		70	PDP (paid with permission)		2									
Wednesday		01			8									
		30			8									
Thursday		01			8									
		30			8									
Friday		01			8								G2	8
Saturday		31			4									
		32			4									
Monday		01			8									
		30			6								G2	2
Tuesday		01			8								G2	8
Wednesday		01			8									
Thursday		01			8									
Friday		01			8									
Time Out	Time In	Comments												
		Scenario #2												
		Variance begins mid week without 8 hours verbal notice, runs into weekend and continues following work week.												

*Complete Only When Manual Calculation Required

Prepared By: _____ Approved By: _____

Scenario #3

Variance begins on a statutory holiday **without** eight (8) hours notice provided. Employee begins variance at 18:00 Sunday evening.

Monday (Stat) Employee reports to work at 18:00 hours on Sunday and works until 02:00 hours Monday morning.

Time coded as 51 for eight (8) hours, code 30 for eight (8) hours (first period of varied hours) and 32 for eight (8) hours (overtime on a stat holiday).

Tuesday Employee reports to work at 18:00 hours Monday evening and works until 02:00 hours Tuesday morning.

Time coded as 01 for eight (8) hours and code 30 for eight (8) hours (< eight (8) hours notice)

Wednesday Employee reports to work at 18:00 hours Tuesday evening and works until 02:00 hours Wednesday morning.

Time coded as code 01 for eight (8) hours and "G2" for eight (8) hours (eight (8) hours regular pay plus shift differential)

Thursday Employee reports to work at 18:00 hours Wednesday evening and works until 02:00 hours Thursday morning.

Time coded as code 01 for eight (8) hours and "G2" for eight (8) hours (eight (8) hours regular pay plus shift differential)

Friday Employee reports to work at 18:00 hours Thursday evening and works until 02:00 hours Friday morning.

Time coded as code 01 for eight (8) hours and "G2" for eight (8) hours (hours regular pay plus shift differential)

Completion of forty (40) hour work week. Any additional work required from this point until beginning of new work week will be at applicable overtime rates.

DAILY EXCEPTION TIME REPORTING – EMPLOYEE/VEHICLE

Varies Hours Examples – Scenario #3

Employee Name	Emp. #	Time Code	Reason Code	OT Transfer	Hours	Project ID	Accounting Distribution				Relieving		Allowance	
							Cost Element	Cost Center	WBS	Activity	Occup Code	Increm	Code	Units
Date:														
Monday		51			8									
		30			8									
		32			8									
Tuesday		01			8									
		30			8									
Wednesday		01			8								G2	8
Thursday		01			8								G2	8
Friday		01			8								G2	8
Time Out	Time In	Comments												
		Scenario #3												
		Variance begins on a statutory holiday without 8 hours notice provided. Employee begins variance at 18:00 Sunday evening.												

*Complete Only When Manual Calculation Required

By: _____

Prepared By: _____ Approved

Scenario #4

Variance begins at 18:00 hours on Sunday **with** eight (8) hours notice provided and runs for a period of two (2) weeks.

Monday Employee reports to work at 18:00 hours Sunday evening and works until 02:00 hours Monday morning.

Time coded as 01 for eight (8) hours and code 30 for fourteen (14) hours (eight (8) hours as this is the first period of varied hours and an additional six (6) hours for the hours worked on Sunday evening)

Tuesday Employee reports to work at 18:00 hours Monday evening and works until 02:00 hours Tuesday morning.

Time is coded as 01 for eight (8) hours and code "G2" for eight (8) hours

Wednesday Employee reports to work at 18:00 hours Tuesday evening and works until 02:00 hours Wednesday morning.

Time is coded as 01 for eight (8) hours and code "G2" for eight (8) hours

Thursday Employee reports to work at 18:00 hours Wednesday evening and works until 02:00 hours Thursday morning.

Time is coded as 01 for eight (8) hours and code "G2" for eight (8) hours

Friday Employee reports to work at 18:00 hours Thursday evening and works until 02:00 hours Friday morning.

Time is coded as 01 for eight (8) hours and code "G2" for eight (8) hours

Completion of forty (40) hour work week. Any additional work required from this point until beginning of new work week will be at applicable overtime rates

Monday Employee reports to work at 18:00 hours Sunday evening and works until 02:00 hours Monday morning.

Time is coded as 01 for eight (8) hours, 30 for six (6) hours and "G2" for two (2) hours

Tuesday Employee reports to work at 18:00 hours Monday evening and works until 02:00 hours Tuesday morning.

Time is coded as 01 for eight (8) hours and code "G2" for eight (8) hours

Wednesday Employee reports to work at 18:00 hours Tuesday evening and works until 02:00 hours Wednesday morning.

Time is coded as 01 for eight (8) hours and code "G2" for eight (8) hours

Thursday Employee reports to work at 18:00 hours Wednesday evening and works until 02:00 hours Thursday morning.

Time is coded as 01 for eight (8) hours and code "G2" for eight (8) hours

Friday Employee reports to work at 18:00 hours Thursday evening and works until 02:00 hours Friday morning.

Time is coded as 01 for eight (8) hours and code "G2" for eight (8) hours

Completion of forty (40) hour work week. Any additional work required from this point until beginning of new work week will be at applicable overtime rates

End of variance, employee reverts to regular hours of work Monday morning.

DAILY EXCEPTION TIME REPORTING – EMPLOYEE/VEHICLE

Varies Hours Examples – Scenario#4

Employee Name	Emp. #	Time Code	Reason Code	OT Transfer	Hours	Project ID	Accounting Distribution				Relieving		Allowance	
							Cost Element	Cost Center	WBS	Activity	Occup Code	Increm	Code	Units
Date:														
Monday		01			8									
		30			14	**See notes								
Tuesday		01			8							G2	8	
Wednesday		01			8							G2	8	
Thursday		01			8							G2	8	
Friday		01			8							G2	8	
Monday		01			8									
		30			6							G2	2	
Tuesday		01			8							G2	8	
Wednesday		01			8							G2	8	
Thursday		01			8							G2	8	
Friday		01			8							G2	8	
Time Out	Time In	Comments												
		Scenario #4												
		Variance begins at 18:00 hours on Sunday with 8 hours notice provided and runs for a period of 2 weeks.												

*Complete Only When Manual Calculation Required

By: _____

Prepared By: _____ Approved

Scenario #5

Variance begins at 18:00 hours on Sunday **without** notice provided and runs for a period of two (2) weeks and includes statutory holiday on Tuesday of 2nd week

Monday Employee reports to work at 18:00 hours Sunday evening and works until 02:00 hours Monday morning.

Time coded as 01 for eight (8) hours and code 30 for fourteen (14) hours (eight (8) hours as this is the first period of varied hours and an additional six (6) hours for the hours worked on Sunday evening)

Tuesday Employee reports to work at 18:00 hours Monday evening and works until 02:00 hours Tuesday morning.

Time coded as 01 for eight (8) hours and code 30 for eight (8) hours

Wednesday Employee reports to work at 18:00 hours Tuesday evening and works until 02:00 hours Wednesday morning.

Time is coded as 01 for eight (8) hours and code "G2" for eight (8) hours

Thursday Employee reports to work at 18:00 hours Wednesday evening and works until 02:00 hours Thursday morning.

Time is coded as 01 for eight (8) hours and code "G2" for eight (8) hours

Friday Employee reports to work at 18:00 hours Thursday evening and works until 02:00 hours Friday morning.

Time is coded as 01 for eight (8) hours and code "G2" for eight (8) hours

Completion of forty (40) hour work week. Any additional work required from this point until beginning of new work week will be at applicable overtime rates

Monday Employee reports to work at 18:00 hours Sunday evening and works until 02:00 hours Monday morning.

Time is coded as 01 for eight (8) hours, 30 for six (6) hours and "G2" for two (2) hours

Tuesday (Stat) Employee reports to work at 18:00 hours Monday evening and works until 02:00 hours Tuesday morning.

Time is coded as 51 for eight (8) hours and 32 for eight (8) hours

Wednesday Employee reports to work at 18:00 hours Tuesday evening and works until 02:00 hours Wednesday morning.

Time is coded as 01 for eight (8) hours and code "G2" for eight (8) hours

Thursday Employee reports to work at 18:00 hours Wednesday evening and works until 02:00 hours Thursday morning.

Time is coded as 01 for eight (8) hours and code "G2" for eight (8) hours

Friday Employee reports to work at 18:00 hours Thursday evening and works until 02:00 hours Friday morning.

Time is coded as 01 for eight (8) hours and code "G2" for eight (8) hours

Completion of forty (40) hour work week. Any additional work required from this point until beginning of new work week will be at applicable overtime rates

End of variance, employee reverts to regular hours of work Monday morning.

DAILY EXCEPTION TIME REPORTING – EMPLOYEE/VEHICLE

Varies Hours Examples – Scenario #5

Employee Name	Emp. #	Time Code	Reason Code	OT Transfer	Hours	Project ID	Accounting Distribution				Relieving		Allowance	
							Cost Element	Cost Center	WBS	Activity	Occup Code	Increm	Code	Units
Date:														
Monday		01			8									
		30			14	**See notes								
Tuesday		01			8									
		30			8									
Wednesday		01			8							G2	8	
Thursday		01			8							G2	8	
Friday		01			8							G2	8	
Monday		01			8							G2	2	
		30			6									
Tuesday(Stat Holiday)		51			8									
		32			8									
Wednesday		01			8							G2	8	
Thursday		01			8							G2	8	
Friday		01			8							G2	8	
Time Out	Time In	Comments												
		Scenario #5												
		Variance begins at 18:00 hours on Sunday without 8 hours notice provided and runs for a period of 2 weeks and includes statutory holiday on Tuesday of 2 nd week.												

*Complete Only When Manual Calculation Required

Prepared By: _____ Approved By: _____

APPENDIX "H"

APPRENTICESHIP SALARY TREATMENT FOR INDIVIDUALS ENTERING INTO APPRENTICESHIP POSITIONS

Application:

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

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

Salary Treatment

1. Current salary at or below the entry level of the apprenticeship rates: 5% increase will be applied to the employee's current salary, and placed on the nearest step in the apprenticeship range. Normal step and general increases will apply.
2. Current salary falls somewhere within apprenticeship range: 5% increase will be applied to the employee's current salary, and placed on the nearest step in the apprenticeship range. Salary is then frozen on step until normal progression through the apprenticeship program results in the employee's training catching up with the frozen rate. Employee receives general increases.
3. Current salary is above highest rate in the apprentice range but within the range of the certified classification: Salary is frozen at the step nearest the employee's current rate (but below the highest rate) until normal progression through apprenticeship program and certified classification results in the employee's training catching up with the frozen rate. Employee receives general increases.

4. Current salary is above highest achievable rate of certified classification:

- In a **bid situation**, salary will be immediately brought down to the step before the highest achievable rate of the certified classification and remain frozen until normal progression through the ranges of the apprenticeship and certified classifications results in the employee's training catching up with the compensation rate. Employee receives general increases.
- In situations covered by Article 8.02b) of the Collective Agreement, the employee's compensation rate will be frozen for 2 years and regraded based on the highest achievable rate for the new classification. It will remain frozen until normal progression through the ranges of the apprenticeship and certified classifications results in the employee's training catching up with the frozen rate. The employee will not receive any step or general increases until this time.

Note:

In all cases, the length of training required will be determined by the Apprenticeship Coordinator who will evaluate whether any credit will be given for experience or training achieved in other certified trades and/or actual time spent working in the new classification. Any credit will be made by adjusting the employee's anniversary date upon appointment to the apprenticeship classification. Once the training and salary levels are established, normal rules of progression as per the collective agreement will apply.

APPENDIX "I"

MEDICAL LIMITATIONS FORM 572E

Medical Limitations Form

NB Power recognizes and understands that employees may temporarily require a change to their job function or schedule in order to maintain their role at work, while complying with medical treatment. Additionally, we understand that employees are each affected differently by illness or injury. As a result, NB Power offers the support services of a gradual return to work, modified duties or alternate accommodations, to assist our employees in returning to optimal functioning. Each employee also has a dedicated Ability Management Case Worker and has access to the support services offered through our Employee and Family Assistance Program (EFAP). Together, we have been very successful in supporting our employees through their recovery and we request your assistance in rehabilitating your patient through a Return to Work Program that is suitable for their condition. We appreciate your assistance in this matter.

Yours,

NB Power's Employee Well-Being Team

APPENDIX “J”

LETTERS OF AGREEMENT

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Summary of the Tentative Agreement between NB Power Generation Corporation and IBEW Local 37

October 16, 2012

OVERVIEW

The negotiating committee is pleased to announce that a tentative collective agreement has been reached for the “Generation Bargaining Unit” covering all IBEW members in Generation. Improvements have been made to wages, floater days, banking of overtime, employer benefit plan contributions, bereavement leave, travel, and several other articles.

We are especially pleased with this agreement because, as you can appreciate, it has been reached at a time of significant challenges including the government’s restraint policy mandating two years of 0% increases, the NB Power rate freeze and continued pressures on the utility to cut costs.

NEGOTIATING COMMITTEE RECOMMENDATION

Your Negotiating Committee and Generation Executive Board recommend membership acceptance.

Fraternally,

Claude Richard, Assistant Business Manager

Negotiating Team:

Keith Anderson
Morris Stevens

Jean-Marc Diotte
Doug Pare

Glenn Hubbard
Greg Wright

NOTE: Copies of the actual contract language and new pay rates will be made available to all union members before the ratification vote that is expected to occur in November 2012 (further details to follow). Explanation meetings will be held – dates and times to be announced soon. If you have any questions, please send an email to gencocontract@ibew37.com.

The following is a summary of the agreement:

Term of the Agreement

- 48 months: January 1, 2012 to December 31, 2015

General Increase

- January 1, 2012 0%
- January 1, 2013 0%
- January 1, 2014 2.0%
- January 1, 2015 2.5%

Paid Floater Day (Article 15.05)

- All IBEW 37 members will receive two (2) paid floater days as follows: 16 hours of paid floater leave or 14.5 hours of paid floater leave for all non-shift assignment employees, and two shifts (24 hours) of paid floater leave for all employees assigned to a full shift assignment.

Additional ENERflex contributions (Article 14.01)

- (NEW) The employer will contribute an additional \$7.69 (\$200 per year) bi-weekly of ENERflex credits for all eligible IBEW 37 members. This contribution can be used to purchase benefits, placed in a Healthcare Spending Account (HSA) or directed to an RRSP.

Bereavement Leave (Article 13.06)

- “Bereavement Leave” provisions have been improved to provide leaves of absence of five paid working days for immediate family, including step-child, two paid days for grandparents and in-laws, one paid day for aunts and uncles and a maximum of two paid days per year to attend the funeral of other relatives and friends, or to attend to the responsibilities of acting as an executor.

Safety Footwear (Article 18.04)

- Boot allowance for IBEW 37 members has been increased to \$175.00.

Other Articles:

Hours of Work (Article 9.03)

- Compensation for Varied Hours of Work has increased to \$2.25 (code “G2”).
- Improved requirements when placing a CSU Operator on a forty (40) hour work week by increasing the outage duration requirement to five (5) weeks.

Wages

- Increased salary fix for Shift Operators, Shift Senior Operators, Shift Chemical Technicians, Shift Coal Handlers, Shift Supervisors and **CSU Operators**. (Article 8.01)
 - Upon date of signing - \$0.65
 - January 1, 2013 - \$0.67
 - January 1, 2014 - \$0.69
 - January 1, 2015 - \$0.71

- Trade Equity Recovery: as a result of discussions concerning compensation based on industry practices. (Article 8.01)
 - Employees within the classifications of Tech II, Tech II-Chemical Shift, Tradesworker-Maintenance, Operator and Operator Shift will be classified within the new classification of Generation Maintainer or Plant Operator by the year 2015.

Classification	2012	2013	2014	2015	New Classification
Shift Operator / Operator	0.22	0.22	0.22	0.22	Plant Operator
Tradesworker /Maintenance	0.45	0.45	0.45	0.45	Generation Maintainer

- Employees within the classifications of Technicians – Senior, Tradesworker – Senior, Operator – Senior Shift, Operator – Senior will be classified in the new classification of Generation Senior Maintainer or Plant Operator - Senior by the year 2015.

Classification	2012	2013	2014	2015	New Classification
Sr. Operator / Sr. Shift Operator	0.24	0.24	0.24	0.24	Plant Operator - Senior
Sr. Tradesworker /Maintenance	0.48	0.48	0.48	0.48	Generation Senior Maintainer

- No employee anniversary dates will change as a result of Trade Equity Recovery.
- An employee, who on instruction by the Employer performs as a Lead Hand, shall be paid an additional nine (9%) percent of their regular pay for their time spent in a lead function. Removed discretion of local management's ability to choose eight (8%) or ten (10%) percent. (Article 8.04)
- Employees, who are certified for NBSCETT upon the date of signing the collective agreement and are not receiving the Trade Equity Recovery, will continue to receive the salary fix in an amount equivalent to one percent (1%) of their hourly rate. (Article 8.05)
 - NBSCETT salary fix is not available to those who benefit from the Trade Equity Recovery or to new members of the Generation bargaining unit after the signing date or become NBSCETT certified after the signing of the agreement.
 - Operator and Sr. Operator classifications will continue to receive their salary fix in the amount of one percent (1%) of their current hourly rate until November 1, 2013 in acknowledgement that Trade Equity Recovery will not negatively impact these classifications.

Overtime and Premiums

- Shift workers working at premium time, required by the employer to continue work, **excluding training**, will continue to be compensated at the same premium rate for the continuous hours worked. (Article 10.03)
- The Employer may schedule up to twelve (12) hours of mandatory training per shift worker per year and the hours will be paid at code 30 (overtime 1.0). **All other training will be paid at code 31 (overtime 1.5).** (Article 10.03)
- Banking of Overtime total hours entered into the bank for non-shift assignment employees will **increase to one hundred and twenty (120) hours** in any calendar year. The employer may schedule up to **forty (40) hours** of time off for an employee, using banked hours in excess of the **first eighty (80) hours** entered into the bank by the employee.

Travel

- Increased lump sum payment from \$50.00 to \$60.00 (Article 12.01)
- When an employee is required to travel by air outside of normal working hours, they will be paid a maximum of six (6) hours at straight time per round trip, or the actual number of hours traveled, whichever is less. (Article 12.01)
- The rate for meal allowances (Article 12.04) have been introduced and has been increased to:

2012/2013	Rate
<i>Breakfast</i>	<i>\$8.00</i>
<i>Lunch</i>	<i>\$12.00</i>
<i>Supper</i>	<i>\$20.00</i>

2014/2015	Rate
<i>Breakfast</i>	<i>\$10.00</i>
<i>Lunch</i>	<i>\$14.00</i>
<i>Supper</i>	<i>\$22.00</i>

Sick and Other Leaves

- Administrative Employees are entitled to **sixteen (16) hours** of paid leave in any calendar year. (Article 13.11)
- Removed restrictions on single parents. (Article 13.11)
- Include reference to 3 days of Unpaid Family Leave under the Employer Standards Act (Article 13.11)
- Amendment of qualification for paid Short Term Sick Leave (Article 13.04)
 - To qualify for paid Short Term Sick Leave an employee must:
 - Make every effort to ensure that their supervisor is notified at the commencement of illness. The employee will speak to their supervisor and if the supervisor is not immediately available, they will leave a voice mail with the required information and provide a contact number where the employee may be reached if the supervisor requires additional information. The employee shall, if possible, indicate the nature of such illness, the anticipated duration of their absence and any limitations imposed by such illness. The Parties agree that it is a joint obligation to make every effort to ensure that ill or injured employees are provided with alternative work if they cannot perform their normal duties. If the Employer is able to provide alternative work that meets the employee's identified limitations, the employee will attend work and perform the alternative duties:
 - When the supervisor requests it, and if the absence for sickness exceeds two (2) days, submit a doctor's certificate to support such absence. The certificate must be submitted within seven (7) days of the commencement of the absence;
 - When the absence for sickness exceeds five (5) days, submit a report from the doctor (in the form approved by the Joint Benefits Committee) identifying limitations, anticipated duration of the absence and availability for alternative work. The requirement to provide this information may be waived by the employee's supervisor.

Employee Benefits

- The Employer will reimburse the initial application fee and yearly renewal membership fee for employees who are certified by NBSCETT and who are not receiving the one (1%) salary fix on their hourly rate. (Article 14.06)

Holidays

- Add definition of unscheduled vacation – less than ten (10) calendar days notice. Article (15.03)
- **(NEW) Shift workers assigned to a full shift assignment and CSU Operators will receive twenty-four (24) hours paid floater time off per year. If this floater time off is scheduled a minimum of 10 days in advance the employee will not be required to reimburse the Employer at replacement value. If the time off is not scheduled with 10 calendar days notice and replacement coverage requires using overtime, the employee will be required to reimburse the Employer at replacement value.**

Emergency Response Team

- ERT qualified participants will receive an increase in the lump sum payment to \$1,000 and will receive paid expenses up to a maximum of \$500 per calendar year for expenses incurred while maintaining fitness levels. (Article 18.05)

NEW LETTERS OF AGREEMENT and LETTERS OF INTENT.

- Inclusion of Union Summary with Collective Agreement
- Short Term Sick Leave Reinstatement
- Internal Staffing Process
- Letter of Intent – Technological Change
- Marketing Group – leave in Generation agreement until Holding agreement negotiated

“HOUSEKEEPING” ISSUES

Joint Benefits Committee:

- Incorporate recommend changes of the Joint Benefits Advisory Committee regarding references to benefits, pension and retirement allowance in the collective agreement (particularly articles 13, 14 and Appendices B, C, D and conditions for employees interested in reduced work week options under the PSSA) to ensure that the provisions are accurate and in line with our corporate policies and contracts with providers.

Article 5 – Definition of Employee:

- Modify 5.01 f) to clarify that part time employees must work at least 50% of normal hours to qualify for health benefits as per insurance carrier contracts...language – **Part time employees must work at least fifty percent (50%) of normal hours to qualify for health benefits as per insurance carrier contracts.**

Article 8 – Wages:

- 8.01 b) remit 3 cents per hour for all hours “worked” – should be changed to...for all regular and overtime hours **“paid”** (which includes sick leave, vacation, etc.)
- 8.01 c) remove i), ii), iii), iv), v), vi), vii) – replace i) with: **The following general increases will be applicable to the top step in the range of all classifications in the bargaining unit:**
 - **January 1, 2014: 2%**
 - **January 1, 2015: 2.5%**

- 8.01 c) remove reference to shift supervisors permanently assigned to the day shift and salary fix
- Add 8.01 f) reference to guidelines to be contained in an Appendix that detail assessment and wage rates for employees entering an apprenticeship program

Article 13 – Sick and Other Leaves:

- 13.05 (3rd paragraph) changed to: The Employer will maintain all ENERflex benefits for employees on Long Term Disability. The Health and Dental plans provided by the Employer shall be Managed Care and Economy Dental. Any Health Spending Account the employee may have had will be cancelled and replaced by the aforementioned plans. Pensionable service will continue to accrue at no cost to the employee.
- Add a new article 13.12 “Top Up for Compassionate Care Leave” to provide top up to EI benefits for a maximum of six weeks while an employee is required to care for a family member who is gravely ill
- Update provisions re: benefits for LTD, SUB plan, maternity, adoption and parental leave and appendices “B”, “C”, & “D” **(as recommended by Joint Benefits Advisory Committee)**

Article 14 – Employee Benefits:

- 14.04 a) remove the words: **“retires due to disability or age”**. Disability no longer applies since the PSSA no longer has a disability pension under the act. Sentence should simply refer to when an employee **“retires”**.
- Add Article 14.04 c) to include temporary & term employees, broken service and part-time service (at least 50% of a year) and use a full year’s salary for the classification (not actual salary) for the calculation of the retirement allowance. Clarify the meaning of “continuous service” as recommended by Joint Benefits Advisory Committee.

Article 17 – Service and Seniority:

- 17.01 a) ii) For the purposes of sick leave, vacation and retirement allowance, continuous service includes service in Parts I, II, III, and IV of the New Brunswick Public Service when that service is continuous with service in the NB Power Group of Companies
- 17.04 vi) clarifies that **former employees retaining rehiring rights within the collective agreement will be eligible for internal competitions and/or searches**. This was previously contained in a letter of agreement within Appendix “H”:

Article 19 – Administration of the Collective Agreement:

- 19.04 delete reference to Working Ventures Fund and replace with **new Venture Capital firm chosen by Union**
- 19.06 definition of “spouse” and “dependent” is as per the definitions under our benefit plans – language... **For the purposes of determining entitlement under the collective agreement for spouse and dependents, the definition of “spouse” and “dependent” will be defined as per the ENERflex program definitions.**

Article 24 – Duration:

- 24.01 This Agreement shall be in effect for a term from January 1, 2012 to and including December 31, 2015.