

AGREEMENT

BETWEEN

NEW BRUNSWICK POWER NUCLEAR CORPORATION

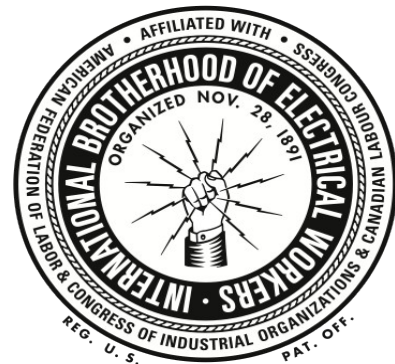
AND

LOCAL 37

OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

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

JANUARY 1, 2011 – DECEMBER 31, 2013



12850 (03)

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THIS AGREEMENT, made in duplicates this 21st day of July, 2011.

BETWEEN:

THE NB POWER NUCLEAR 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, transmitting and distributing electrical energy and in connection therewith has in its employ a number of employees who are members of Local 37;

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

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

NOW THEREFORE, it is agreed between the parties hereto:

ARTICLE I

SCOPE OF WORK

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

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

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

ARTICLE II

UNION RECOGNITION

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

- 2.02** The wages, hours of work and conditions of employment for new classifications created within the bargaining unit and the wages for existing classifications, where a significant increase in responsibilities results from an

expansion of assigned duties, shall be established only after discussion with the Union and shall become part of this agreement.

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

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

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

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

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

ARTICLE III

RIGHTS OF THE UNION

3.01 General

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

3.02 Union Officials

3.02 a) Business Manager

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

3.02 b) Shop Stewards

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

3.02 c) Union Negotiating Committee

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

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

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

3.02 d) Other Pay and Expenses

The Employer shall not pay for time spent or expenses incurred in respect to grievances, adjudication, designation or other activities related to Union

business except as specified in this agreement. When five days notice has been given and replacement is available, the Employer will allow Union executive officers time off without pay to attend regularly scheduled Union executive meetings. The Employer further agrees to pay replacements up to a maximum of thirty (30) person days in total for any calendar year.

3.02 e) Union Officers

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

3.03 New Employees

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

3.04 Union Membership

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

ARTICLE IV

RIGHTS OF THE EMPLOYER

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

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

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

ARTICLE V

DEFINITION OF EMPLOYEE

5.01 In this Agreement:

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

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

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

5.01 d) "Probationary Employee" means a person who is hired for a regular position and is undergoing an initial probation period following hire. The

probation period will normally be six (6) months but may be extended by mutual agreement between the Employer and the Union.

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

5.01 f) "Part-time Employee" means a person described in sub-section (b), (c), or (d), above that 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 with or without pay or discharged, the employee will be given the reason or reasons for such action and confirmation in writing.

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

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

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

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

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

7.06 When an employee is summoned to 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 hourly rates shown in Appendix "A" do not include the 3 cents per hour for the Union Education fund.

8.01 b) The Employer agrees to remit to the Union on a quarterly basis the above noted three (3) cents per hour, for all regular and overtime hours 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 Wage Adjustments

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

i) The following general increase will be applicable to the top step in the range of all classifications in the bargaining unit:

- January 1, 2013: 2%

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 a re-evaluation of a job classification, reorganization, return to work from LTD or WCB or as a result of a bona fide medical condition that requires permanent accommodation 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. Employees who are fifty (50) years of age or older or have twenty-five (25) years of service at the time that they are

assigned to the lower rated classification, will have their wage rate frozen for a period of five (5) years. If, after the two (2) or (5) 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 (2) 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) 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 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) Step Increases for Progression while in an Apprenticeship Program will be as per the following:

- i) Guidelines for the assessment of qualifications for employees entering an apprenticeship program and wage rates for employees whose salary is above their level of qualification are attached in Appendix "F".
- ii) An employee who is assigned to a step in a salary range for a position that requires an apprenticeship program will not progress to the top step in the range until they have successfully completed their apprenticeship and certification. Such employees may progress through the salary range until they reach the step below the top step and will remain frozen at that step until successful completion of the above requirements.

8.03 f) There is no automatic progression in or to the following classifications: senior power plant operator, administrative support representative II, III, IV or V, administrative analyst, business analyst, scientist/engineer V, technical advisor or a lead, senior or supervisory classification.

8.04 Relieving Pay

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

8.04 b) When as a result of a request by the Employer, an employee relieves in a higher paying supervisory position (not including lead or senior positions) for a continuous period of eight (8) hours or more, the employee shall receive 10% on their regular pay for all hours spent in the position. However, should the addition of 10% result in the maximum salary of the relieved position being exceeded, the employee shall receive the maximum salary of the relieved position.

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

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

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

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

completed, the employee's rate of pay will be immediately adjusted to their base rate in their normal classification.

8.05 Lead Hand Pay

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

8.06 Radiation Protection Assistants

When employees are assigned to Radiation Protection Assistant duties during outages and their base rate of pay is less than \$25.00 / hour, the Employer will increase the employee's base rate of pay by \$3.00 / hour up to a maximum rate of \$25.00 / hour for the duration of the assignment. In cases where an employee is assigned to Lead Radiation Protection Assistant duties the employee shall receive 10% on their adjusted base rate of pay for all hours spent performing these duties. The additional 10% on the adjusted base rate of pay is not subject to the \$25.00 / hour limit.

ARTICLE IX

HOURS OF WORK

9.01 General

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

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

hour week. For shift assignment employees, the normal hours of work will be those detailed in full shift, partial shift or non-shift assignment, or a combination of the above.

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

9.01 b) Master Work Schedule

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

9.02 Normal Hours – Non-Shift Assignment

9.02 a) For all non-shift assignment employees, the normal hours of work shall be eight (8) hours per day, Monday through Friday, with a one-half hour paid lunch break and a ten minute paid work break in the morning, resulting in a forty (40) hour week. The workday will be 08:00 to 16:00 hrs, unless specific provisions have been made in the following sections of this collective agreement, or altered as per the terms of this agreement.

9.02 b) The Employer may change the start time of non-shift employees in a department by up to one-half hour earlier than the normal start time (i.e., from 08:00 hrs to as early as 07:30 hrs) with 7 days written notice to affected employees. When such a change is made, the new hours of work will be the employee's "normal" hours of work. For the purposes of this article of the

collective agreement, the mechanical, EI&C and service maintenance departments will be considered one department.

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

9.3 Normal Hours – Shift Assignments

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

9.03 a) Full Shift Assignment

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

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

* indicates all overtime at double time rate

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

ii) The hours of work shall be:

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

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

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

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

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

scheduled hours. If an employee is scheduled to work on a statutory holiday during their "O" week, the scheduled hours (8 or 12.5) worked will be paid at double their normal hourly rate and in addition they will receive eight (8) hours pay at their normal hourly rate.

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

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

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

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

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

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

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

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

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

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

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

xiii) A shift differential of \$ 1.55 will be paid for all normal hours worked on night shifts.

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

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

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

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

xvii) Instead of the sixteen (16) hours of family leave provided in article 13.12 i) employees assigned to a full shift assignment will receive two (2) shifts (twenty-four (24) hours) of paid family leave per calendar year.

9.03 b) Training for Employees on Full Shift Assignment

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

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

iii) With the exception of "Licensing Training" and training for new employees, there will normally be no "Block Release" scheduled during the 8 week period in July and August. Training during the two-week period of Christmas/New Years is

also often suspended. In those cases, employees on “Block Release” may be re-assigned on non-shift assignment to their respective shops for other work. Requests for vacation or banked time off may also be granted during this period.

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

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

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

9.4 Normal Hours of Work – Other Classifications

9.04 a) Fuel Handling Department

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

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

- ii) The Employer has the right to implement changes to the hours of work as identified below. When a new schedule of hours of work is implemented, they shall be the employee's normal hours of work.
- iii) The schedule may provide coverage seven (7) days per week between 06:00 hrs and 24:00 hrs, using 8, 10 or 12 hour shifts as an employee's normal hours of work with no overtime premium. There will be no split shifts in the schedule. Normal rules for variance will apply.
- iv) Over three pay periods, the schedule will provide for an average of 80 hours per pay period at an employee's normal hourly rate (i.e., 240 "normal" hours will be balanced over three pay periods). Days off will be scheduled consecutively with a minimum of 2 days off between scheduled shifts. In each period of six weeks, three scheduled days off will be designated in the schedule as "double time" days for the purposes of compensating for overtime worked on those days. All other overtime hours worked will be paid as per article 10.06 (b) of the agreement.
- v) The Employer will establish the specific shift schedule after consultation with the employees and their Union representatives. A schedule will be established for a six-month period with 25 days notice to employees.

9.04 b) Security Department

- i) For employees in the security department, current hours of work are as follows: employees are working on either non-shift assignment or full shift assignment (35 day cycle).
- ii) The Employer has the right to implement changes to the hours of work as identified below. When a new schedule of hours of work is implemented, they shall be the employee's normal hours of work.

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

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

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

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

vi) Instead of the sixteen (16) hours of family leave provided in article 13.12 i) employees assigned to a full shift assignment will receive two (2) shifts (twenty-four (24) hours) of paid family leave per calendar year.

9.04 c) Supply, Laundry and Cleaning Department

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

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

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

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

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

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

9.05 Variance from the Master Work Schedule

i) Individual employees or groups of employees may be displaced from their position on the master work schedule and reassigned to work other hours. The Employer may only vary the employee's normal hours of work as scheduled for each day or shift (for example, if an employee is scheduled for 8 normal hours, only 8 hours of work may be varied). For employees who work a partial shift schedule that is made up of a combination of hours (i.e., 8s and 12s, etc), the Employer can vary the employee's normal hours of work as scheduled for each day or shift, or vary their hours of work to a schedule that is made up of 8 varied hours per day or shift. Subject to the notice provisions below, the employee will be paid their normal hourly rate for the varied hours. Any additional hours for a varied day or shift will be overtime and paid at the prevailing overtime rate.

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

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

ii) When reassignment is as a result of commissioning, planned work or training, the reassigned hours of work shall become their normal hours of work and no premium will be paid providing seven (7) calendar days written notice has been given. If seven (7) calendar days written notice is not given, prevailing overtime rates will apply until seven (7) calendar days

have expired following notification. However, once the seven (7) calendar days of notice (or overtime in lieu of that notice) has been given, further notice (or overtime in lieu) will not be required if work that forms part of the commissioning, planned work or training for which the notice was given, is rescheduled. The rescheduling of such work does not transform it into "unplanned" work for the purposes of the notice required under section iii) below.

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

An employee can be varied from his/her Master Schedule simply by being requested verbally to work one of the shifts described in 9.05 i) that is different from the current shift being worked. The previous paragraph ensures that the employee will be paid the prevailing overtime rate until seven (7) days or fifty-six (56) hours (depending on the reason for the shift change) have expired following written notification of the shift change. Receipt of written notification has no bearing on determining if a variance has occurred; it only determines when the short notice premium will end.

An unplanned absence is an absence for which the Employer has received less than fourteen (14) days notice of the absence of an employee. If the employee has provided fourteen (14) days notice of their absence, the reassignment of another employee to cover such absence will be considered "planned work" for the purpose of providing notice. As a result, once the reassignment is for planned work, the notice for the employee who is reassigned will be determined by article 9.05 ii).

- iv) Notwithstanding the shift schedules noted in i) above, a shift assignment employee may be reassigned on Saturday and/or Sunday during their normal work cycle. In such cases, the affected employee will receive 1 hour of pay at straight time for each hour worked in addition to their regular pay. This provides a 48.5 hour period on the weekend where a

variance from the master schedule results in an adjustment of 1 extra hour of pay for each regular hour worked. When normally working the 12.5 hour shift schedule, crews are scheduled for Shift 1 (N) or Shift 2 (D) on Saturday and Sunday. This article will be applied to these weekend shifts from the start of the #1 shift Saturday (19:30 hr. Friday) until the end of the #2 shift Sunday (20:00 hr. Sunday), a weekend period of 48.5 hours.

- v) Employees going from their place on the Master Work Schedule to reassigned hours or returning from the reassigned hours to their place on the Master Work Schedule will be allowed a minimum of eight hours off and where practical ten (10) hours off, between work assignments with no deduction from regular pay. Where the additional two (2) hours time off is not granted, a premium of up to two (2) hours at straight time will be paid.

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

9.06 Alternative Hours of Work

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

9.06 a) Agreements between the Employer and the Union

The Parties to the collective agreement may alter the normal hours of work by mutual agreement. When employees choose to enter or exit a flexible hour work agreement with the Employer no time balance will be calculated, such agreement will be confirmed in a letter of agreement and, while such letter is in effect, the altered hours shall become the employee's normal hours of work; or,

9.06 b) Local Agreements for Non-Shift Assignment Employees

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

- i) Where the agreement is for a regular schedule of altered hours, the hours of work will be confirmed in a letter of agreement which will contain a provision allowing local management, the individual or the group of employees (by majority vote) to revert to normal hours as defined in the collective agreement with thirty (30) days notice and without time balancing;
- ii) The normal hours in a day may be extended to twelve (12) hours before overtime premiums (at prevailing overtime rates) apply to those hours in excess of twelve hours. 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 employee's "normal" hours of work and the prevailing overtime rate applies to any hours outside of the normal hours of work. When hours of work are altered, the provisions of article 9.07 do not apply and shift differential will not be paid;
- iii) An employee who has completed their normal work week (i.e., 40 hours, excluding hours paid at overtime rates), will leave work or, if directed to continue working, will be paid prevailing overtime rates for the remainder of the time worked in that week. 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;

9.07 Shift Differential

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

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

- i) between 16:00 hrs and 24:00 hrs = \$1.15 per hour
- ii) between 24:00 hrs and 08:00 hrs = \$1.25 per hour

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

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

- i) for all normal hours worked on a night shift = \$1.55 per hour

9.08 Work Breaks

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

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

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

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

9.09 Winter Storm

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

ARTICLE X

OVERTIME AND PREMIUMS

10.01 General

Overtime rates will not be paid for work performed during normal or alternative hours of work.

10.02 Definitions

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

10.02 b) Extension Overtime means overtime work performed prior to or at the conclusion of and continuous with the Normal Work Day and is paid at prevailing overtime rates.

10.02 c) Scheduled Overtime means overtime work on a scheduled day off, for which the employee has received 12 hours or more notice prior to the commencement thereof. Failure to provide 12 or more hours notice will result in the overtime being treated as Call-Out Overtime, except in the following circumstances. These notice provisions will not apply for overtime work for a shift assignment employee covering absenteeism (i.e., sick leave, vacation, banked time off, etc.), where notice given is contingent on notice received. Overtime work performed by a shift assignment employee to replace an absent employee shall be defined as Scheduled Overtime irrespective of notice given. Scheduled overtime will be paid at prevailing overtime rates.

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

10.03 Minimum Period of Overtime and Cancellation of Overtime

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

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

10.04 Period of Rest

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

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

10.04 b) Employees exercising their entitlement to paid rest under the terms of this section will ensure that their supervisor is made aware of their intended absence. If the employee's supervisor is not available, notification may be made through the Station Shift Supervisor.

10.05 Banking of Overtime

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

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

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

10.05 d) Withdrawal from the bank will not take precedence over scheduled vacation. There will be no requirement to take vacation prior to the use of banked time off.

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

10.5 f) In the case of non-shift assignment workers, requests for banked time off will be given the same consideration as unscheduled vacation. Such requests will be considered on a first come, first served basis and will be subject to operational requirements. Unscheduled vacation is defined as a request for vacation with less than ten (10) calendar days notice.

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

10.06 Overtime Rates

10.06 a) Non-Shift Assignment

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

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

10.06 b) Shift Assignment

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

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

10.07 Application of Call-Out Overtime

Call-out overtime will apply as follows:

- i) Employees working call out overtime, who are required to perform other tasks before returning home, shall be credited with only one call out. Secondary routine work assignments will not be made solely for the purpose of keeping the employee at work or on site for the minimum overtime period;
- ii) Call out time shall be calculated from the time an employee reports for work at their headquarters, or an alternate work site until such time as they complete their assignment and leave their headquarters or alternate work site.
- iii) An employee who is called out before the start of their normal (or altered) work day and whose work continues into the work day, shall be paid at the prevailing overtime rate for the actual time worked and this time shall not count as a call out. Work performed at the conclusion of and continuous with the normal work day is extension overtime and not a call out regardless of the amount of notice given.

10.08 On Call

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

10.08 a) During the period:

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

Saturday	08:00 to	Sunday	08:00	2 Hours	4 Hours
Sunday	08:00 to	Beginning of	Scheduled Work	2 Hours	4 Hours

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

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

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

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

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

10.08 g) Employees in supervisory positions will not be compensated for the responsibility of carrying a mobile communication device or being contacted at home. However, when the Employer requests that a supervisory employee stand-by during non-working hours to make themselves immediately available to come into work, instead of the compensation set out in section (a) above, they will be compensated at the rate of two (2) hours pay at straight time for each 24 hour period that the employee is required to stand-by.

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

10.09 Special Allowance

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

10.10 Radiation Protection Training (RPT) Allowance

Employees required by the Employer to qualify to the advanced level of RPT (currently referred to as the "green" level) shall receive \$500.00 upon initial qualification and on subsequent re-qualification provided the employee successfully re-qualifies on their first attempt. Anyone failing to re-qualify on the first attempt will be required to re-qualify, but will be ineligible for the \$500.00 for that particular re-qualification. It is understood that, except in the case of probationary employees, no employee shall suffer loss of employment during the life of this agreement solely due to failure to attain qualification to the advanced level of RPT. Any qualified employee may be asked to serve as a Protection Assistant and no premium is payable for working in this capacity except those employees assigned to Radiation Protection Assistant duties during outages who's base rate of pay is less than \$25.00 / hour. (Refer to Article 8.06)

ARTICLE XI

LABOUR MANAGEMENT COMMITTEES

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

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

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

ARTICLE XII

TRAVEL ALLOWANCE

12.01 Travel Time, Meals and use of Private Cars

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

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

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

"Q" = the rate per KM set out in Corporate policy (as may be amended during the term of this agreement, rate at date of signing the agreement was \$0.32), and

"Z" = \$0.30

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

- i) Distances are measured from headquarters to work site, work site to work site or accommodations to work site when an employee is required to stay overnight in accordance with the Employer's policies on travel and accommodation;
- ii) When an employee is staying overnight in accordance with the Employer's policies on travel and accommodation, the component for the employee's travel time is not paid unless the distance from the accommodations to the work site exceeds 50 km and will only be paid for the distance in excess of 50 km;
- iii) The time at which an employee is to report to a work site shall be at the discretion of the Employer;
- iv) Employees will require prior approval from their supervisors in order to use their personal vehicles for travel and this component of the travel allowance will only be paid to the driver of the vehicle;
- v) Meal allowances will be paid for noon meals only under the following circumstances:
 - 1) an employee is required to stay overnight and is covered by the provisions for meals (if any) in the Employer's travel and accommodation policies. At date of signing of this agreement, compensation for meals was: breakfast \$6.50, lunch \$10.75 and dinner \$16.00; or
 - 2) an employee is traveling outside of the Fredericton/Saint John/Point Lepreau area and the distance between their headquarters and the work site is in excess of 150 km.
- vi) Compensation will be calculated on a "trip by trip" basis, where "trip" is defined as movement in one direction, between two work locations, or between overnight accommodations and a work location.

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

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

ARTICLE XIII

SHORT TERM SICK LEAVE AND OTHER LEAVES

13.01 Purpose – Short Term Sick Leave

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

13.02 Medical and Dental Appointments

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

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

13.03 Sick Pay Credits

Sick pay credits shall be as follows:

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

13.04 Requirements to Qualify

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

- i) Make every effort to ensure that their supervisor is notified at the commencement of the illness. The employee shall, if possible, indicate the nature of such illness, the anticipated duration of their absence and any limitations imposed by such illness;
- ii) When the supervisor requests it and if the absence for sickness exceeds two (2) days, submits 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 medical form from the doctor (for example, see Appendix "G") 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. 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.

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

13.06 Bereavement Leave

13.06 a) Employees shall be granted a leave of absence of five (5) consecutive normal work days with no loss of pay owing to the death of a Spouse, Child, Parent, Brother, Sister or Grandchild. 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.

13.06 b) Employees shall be granted a leave of absence of two (2) consecutive normal work days with no loss of pay owing to the death of a Grandparent, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law or a relative living in the household of the employee. 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.

13.06 c) Employees shall be granted a leave of absence of one (1) normal work day, with no loss of pay, to attend the funeral of an Aunt or Uncle.

13.06 d) Owing to location, additional time not exceeding three (3) consecutive normal work days, with no loss of pay, 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 e) In addition, employees may take up to a maximum of two (2) normal work days per 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 f) Subject to operating requirements, an employee may take unpaid time off to attend the funeral of a friend not included in this article.

13.06 g) In accordance with the ***Employment Standards Act***, (SNB 2003, Chapter E-7.2 as amended) the 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 to begin not later than the day of the funeral. This unpaid leave is not in addition to the entitlements outlined above, but may be used to supplement leaves of less than five days with unpaid leave, up to a total of five (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 months before the anticipated date of delivery; and,
- ii) give two weeks' notice prior to the commencement of the leave.

13.07 c) Term of Leave

Maternity leave is for a term of up to seventeen (17) weeks with the first two (2) weeks paid as sick leave for employees not participating in 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) iii).

Employees who do not qualify for the SUB plan will qualify for benefit coverage as per clause 13.08a)iii) 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 or parental leave. All normal payroll deductions except Superannuation are taken from the SUB Plan benefits.

13.07 f) Return to Duty

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

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

13.07 g) Failure to Return to Work

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

In such cases, 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 is available to either parent upon the birth of a child or adoption of a preschool child. All benefits of maternity leave contained in this agreement apply to parental and adoption leaves, with the following exceptions:

- i) for adoption and parental 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 if an employee has received top up under the SUB Plan for maternity or adoption leave, the employee is not eligible to participate in the SUB Plan for parental leave;
- iii) 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.
- iv) 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 weeks' written notice to their supervisor of the commencement date and length of the leave; and
- ii) provide the supervisor with a certificate from a medical practitioner specifying the date of delivery of the child or proof of adoption.

13.08 c) Term of leave

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

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

13.09 Paternity Leave

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

13.10 Jury/Witness Duty

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

13.11 Leave of Absence

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

13.12 Leave for Family Related Responsibilities

13.12 a) Paid Family Leave

The Employer shall grant paid leave for employees for absences to meet responsibilities related to the health, care or education of a person in a close family relationship with the employee. Leave shall be granted under the following circumstances:

- i) Employees are entitled to a maximum of sixteen (16) hours of paid leave in any calendar year. For employees assigned to a full shift assignment, provisions for paid family leave are set out in articles 9.03 and 9.04.
- ii) Employees who are unable to utilize the paid family leave in a calendar year may choose one of the following options. They will either:
 - carryover the remaining balance for that year to the following year. The maximum carry-over of entitlement from one (1) year to the other is one (1) year's entitlement.
 - Use the current year's entitlement as personal leave in the current calendar year.
- 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 time code (code 70 FAM) and replaces the former paid family leave for ASRs and the floater day employees received during the extension of the last collective agreement.
- vi) However as per article 9.03 and 9.04, shift workers assigned to a full shift assignment will receive twenty-four (24) hours of paid family leave per year and if their absence requires coverage using overtime, the employee will not have to reimburse the Employer at replacement value.

13.12 b) Unpaid Family Leave under the Employment Standards Act

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 a leave of absence shall provide their supervisor with as much notice as possible of their intention to take this leave.

13.13 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) The Employer agrees to continue to provide the ENERflex program or an equivalent program, unless changed by mutual agreement of the parties to the agreement. ENERflex is a flexible benefits program that includes a compulsory core level of benefits coverage for employees. The cost sharing arrangement for the ENERflex benefits program is 60% employer and 40% employee, and is based on the claims experience of the following benefit plans: Basic Life, Basic AD&D, Long Term Disability, Dental and Medical, including employee contributions toward co-pay and dispensing. Employees may purchase additional coverage for other optional benefits in accordance with the terms of the ENERflex program.

14.01 b) Effective April 1, 2011, the Employer will contribute an additional \$16.00 bi-weekly of ENERflex credits (referred to as Nuclear 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 day waiting period (without pay) set out in the legislation, an employee receiving compensation benefits under the Worker's Compensation Act (SNB 2003, Chapter W-13 as amended) for injury on the job shall receive the difference between the total amount that is received from the WorkSafe New Brunswick and any other pension or compensation related to the injury, and eighty-five percent (85 %) of the employee's pre-accident net earnings as calculated by the WorkSafe New Brunswick, 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 WorkSafe New Brunswick 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 WorkSafe New Brunswick 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.

14.02 f) In the event that there are any changes to the Worker's Compensation Act subsequent to the execution of this document which allow additional top-up and/or reinstatement of the first three (3) days of benefits without penalty to the Employer, this article of the agreement will be amended to reflect the changes to the Act.

14.03 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) As per the Public Service Superannuation Act temporary status employees are not permitted to contribute to the Superannuation pension plan. In lieu of pension contributions if a temporary status employee chooses to contribute to NB Power's Group RRSP, the Employer will match the employee's contributions up to a maximum of four percent (4%) of the employee's actual base salary in each 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 such an 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

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

ARTICLE XV

HOLIDAYS

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

15.02 Statutory Holidays shall be paid for the day on which they are celebrated, with the exception of shift workers, who will be paid as per Article IX of the collective agreement.

ARTICLE XVI

VACATION

16.01 a) Entitlement for Employees

All employees shall receive the following annual vacation with pay after reaching the level of service shown below. The week or day referred to below is the normal work day or week for the employee (i.e., eight (8) hours per day resulting in a forty (40) 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 day absence).

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

***pro-rated as per article 16.01 b) below**

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

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

16.02 Vacation Carryover

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

ARTICLE XVII

SERVICE AND SENIORITY

17.01 a) Service

- i) length of employment since the date of last hire by NB Power shall be known as service;
- ii) 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;
- iii) in accordance with corporate policy (which may be amended from time to time), service may be bridged (i.e., at the time of signing the agreement, an employee who ceases to be employed by the Employer and returns to employment at a future date, may bridge their service after they have completed five continuous years of reemployment with the Employer) for the purpose of determining vacation and benefits only.

17.1 b) Seniority

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

17.01 c) Records

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

17.01 d) Temporary Employees

Temporary employees shall have no seniority rights outside the Nuclear Bargaining Unit. Temporary employees who complete their terms of employment and are subsequently rehired within twelve months of the end of their prior employment will have their records of length of seniority and service adjusted to reflect their actual time employed;

17.02 Retention of Bargaining Unit Seniority

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

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

17.03 Layoff of Regular Employees

If a permanent layoff of regular employees occurs as a result of the Employer contracting out work currently performed by regular employees who

are members of the IBEW, Local 37, the Employer will provide sixty (60) days notice of such layoff to the Union. This notice will only apply where the contracting out results in the permanent layoff of regular employees at PLGS.

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

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

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

- i) selection for layoff will be based on service. The employee in that family of classifications with the least service shall be given notice of lay off and will be laid off;
- ii) the families of classifications are listed below. Individuals who are in senior maintainer, senior assistant, alternate supervisor, material specialist, component specialist or sergeant classifications, who have service in a classification in one of the families listed below, will be included in that family. For example, an employee in the material specialist classification who has service as a mechanical maintainer will be included in the mechanical maintainer family. The families of classifications are:
 - 1. Chemical Maintainer
Health Physics Assistant
 - 2. Cleaner
Service Maintainer
 - 3. Supply Maintainer
 - 4. Fuel Handling Specialist
 - 5. Mechanical Maintainer (includes Mechanical Maintainer/Fuel Handling)

6. EI&C Maintainer (includes Electrical Maintainer/Fuel Handling)
7. Civil Maintainer
8. Technician/Technical Assistant Conventional – Mechanical
9. Technician/Technical Assistant Conventional – Civil
10. Technician/Technical Assistant Conventional – EI&C
11. Technical Assistant – Nuclear
12. Power Plant Operator
Control Room Operator
13. Radiation Control Assistant
14. Nuclear Response Force Team
15. Nuclear Security Officer
16. Training Officer

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

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

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

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

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

17.03 c) Layoff Procedure – former Administrative Support Group

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

- i) the ASR II, III, IV and V classifications will be considered one “classification” for the purpose of selection for layoff;
- ii) selection for layoff will be based on service. The employee in that “classification” with the least service will be given notice of lay off and will be laid off;
- iii) casual and temporary employees in ASR classifications will be released from employment prior to regular employees in ASR classifications being laid off;
- iv) as a result of employees being laid off, the Employer may reorganize the work done by employees in ASR classifications, which may result in employees being reassigned to lower rated classifications. Where an employee is reassigned to a lower rated classification, such re-assignment will be based on service and their compensation will be adjusted in accordance with article 8.02 b);
- v) in instances where temporary ASR employees are being released a letter will be provided to NB Power’s VP of Nuclear and VP of Human Resources recommending that casual ASR employees are released before any temporary ASR employees.

17.04 Rehiring

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

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

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

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

iv) such employees have the necessary qualifications;

v) if an employee refuses 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;

vi) 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;

vii) 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

viii) if the employee wishes to be considered for rehiring prior to the end of their maternity/parental leave, they are to advise the Employment department of their availability for work and the one-year period of preference for rehiring will begin when they provide that notice.

17.05 Notice

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

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

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

17.06 Severance Benefits

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

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

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

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

- ii) the employee must not be involuntarily laid off within a period of 24 months of their hire by the new employer without an acceptable severance package. If the new employer offers no severance package, the employee will receive the severance package contained in the collective agreement that was in effect when the employee was laid off by NB Power. If some severance is offered but it is less than the package in that collective agreement, NB Power will make up the difference; or
- iii) the third party is required by legislation or voluntarily recognizes the Union (subject to any successful jurisdictional challenges by another Union) and the terms of the existing collective agreement.

17.07 Internal Competitions

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

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

17.07 b) Selection of applicants for appointment to classifications falling within the scope of this agreement shall be based on ability and qualifications. When ability and qualifications are equal, seniority shall govern. When ability

and qualifications are equal and seniority is identical, service will be the deciding factor.

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

17.07 d) Every effort shall be made by the Employer to advise employees who shall not receive an interview, prior to completing the interview process. When the selection is made, those applicants not selected will be so advised. The names of both the successful and unsuccessful applicants will be supplied to the Business Manager.

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

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

ARTICLE XVIII

SAFETY

18.1 General

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

established under the Act and/or Policies. An employee working alone shall have the right to call for an additional employee when they encounter work that they feel would be hazardous if attempted alone.

18.2 Joint Health & Safety Committees

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

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

18.03 Radiation Limits

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

The above noted provisions do not apply:

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

18.04 Clothing and Footwear

18.04 a) All employees who are required by Legislation or NB Power Safety Rules to wear safety footwear on a regular basis shall receive an annual footwear allowance of \$160.00 to purchase non-metallic CSA approved footwear. This allowance shall be payable on or about June 1st of each year and only those employees who are on the payroll on June 1st shall be eligible for the allowance. Employees, who require safety footwear but do not wear such footwear on a regular basis, will be entitled to the footwear allowance once every three years.

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

18.5 Emergency Response Team

The Employer is required to have a qualified response team on shift at all times. The standard that response team members are required to meet has increased personal demands on response team members. Response team qualification requires medical, physical as well as specific skill qualifications that are renewed on a yearly basis. In practice this requires a member to maintain their level of physical fitness and to conduct response team training as well as exercise drills. Emergency Response Team Members required by the Employer to qualify to prescribed physical fitness levels shall receive a sum of \$300.00. This money is intended to assist employees with expenses incurred for physical fitness conditioning and is in addition to entitlements (if any) under 18.05 a) i). Payment will be made annually on successful completion of physical testing as outlined in job requirement documents. This payment will normally be made in the fall of the calendar year.

18.05 a) Employees who participate as a member of the Emergency Response Team at Point Lepreau as qualified response team fire fighters will receive 40 hours of response team leave, at the end of the calendar year all unused hours will be paid out at the employee's regular rate of pay.

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

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

- i) upon an employee being qualified in any year, the 40 hours of response team leave will be placed in the employee's bank the following January 1st;
- ii) response team leave may be scheduled at straight time in July and August during the employee's "O" week provided no training is scheduled and the employee is not required to meet shift complement. For the other weeks in the schedule, response team leave may be scheduled when the employee is on shift, if the employee is not required to achieve full complement;
- iii) response team leave may be scheduled at other times when the employee's position must be covered to meet complement or response team coverage, in these cases the employee will not be required to reimburse such time off at replacement value;
- iv) the priority for scheduling response team leave will be in accordance with the guideline attached as Appendix "H". This guideline may be amended at the Employer's discretion but will be discussed with the Union before any amendments are made. Response team leave will be recorded on the schedule in a way that distinguishes response team leave from banked time off;
- v) response team leave will be taken by December 31st of each year, however, if the employee is unable to take the 40 hours of response team leave, unused credits at year end will be paid out at the employee's regular rate of pay;
- vi) the 40 hours of response team leave is a credit put into the employee's overtime bank. The 40 hours of response team leave is in addition to the limit of 80 hours of banked time off agreed to in article 10.05 of this agreement. The combination of response team leave and banked time will not exceed 120 hours in any calendar year.

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

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

on full shift assignment will receive \$1.00 per hour worked in that capacity regardless of whether they are assigned to response team coverage on that particular shift. This includes “O” week training. To be eligible for this premium, the employee must be:

- report clean shaven for any of the response team duties
- ensure adequate response team coverage is available in the protected area before leaving the protected area.

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

18.06 Nuclear Response Force (NRF) qualification requires medical, physical, as well as specific skill qualifications that are renewed regularly. Employees of the Nuclear Response Force required by the Employer to qualify to prescribed physical fitness levels shall receive a sum of \$300.00. This money is intended to assist employees with expenses incurred for physical fitness conditioning and is in addition to entitlements under 18.06 a). Payment will be made annually on successful completion of physical testing as outlined in job requirement documents. This payment will normally be made in the fall of the calendar year.

18.06 a) In addition to the above, employees of the Nuclear Response Force are required by the employer to successfully complete the minimal medical and physical fitness requirements as outlined in the Canadian Nuclear Safety Commission (CNSC) regulations every six (6) months. This is commonly known as the “Peak Center” test. NRF members who successfully qualify will receive 40

hours of Nuclear Response Force team leave, at the end of the calendar year all unused hours will be paid out at the employee's regular rate of pay:

- i) These provisions will be provided on or about the nearest pay after January 1st of each calendar year as long as the member maintains their qualification in the previous six (6) months.
- ii) NRF leave may be taken at straight time and unlike banked time the employee will not be required to reimburse such time off at replacement value when a replacement has to be arranged to fulfill shift compliment.
- iii) Scheduling of NRF leave will be based on operational needs and will not take priority over vacation.

ARTICLE XIX

ADMINISTRATION OF THE COLLECTIVE AGREEMENT

19.01 Pay Periods and Dues Check-Off

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

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

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

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

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

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

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

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

19.02 Direct Bank Deposit

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

19.03 Registered Retirement Savings Plan

Employees may elect to contribute by means of payroll deduction to a Registered Retirement Savings Plan included in the payroll system by the

Employer. Subject to the provisions of article 10.05 respecting overtime earnings, these contributions will be deducted from all pay periods until the employee notifies the Compensation Department in writing that such deductions should cease.

19.04 Venture Capital

Employees may elect to contribute by means of payroll deduction to the 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 Compensation Department in writing that such deductions should cease.

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

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

20.01 c) Step Three: Within five working days from the expiration of the period referred to in Step Two, the employee may present the grievance in writing by mailing it by registered mail to the President of NB Power, with a copy to the Station Manager and the senior executive responsible for Point Lepreau. Copies of correspondence, the grievances presented at Steps One and Two, and replies by persons designated by the Employer under Steps One and Two should accompany the grievance at level three. The President has designated that the senior executive responsible for Point Lepreau will respond to third level grievances, which do not involve termination of employment.

The President or delegate shall reply in writing to the employee within ten working days from the date the grievance was presented. If the employee does not receive a reply or satisfactory settlement of their grievance from the President or delegate, the Union may refer the grievance to adjudication within ninety days from receiving the third level reply or the expiration of the ten day time period referred to above.

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

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

20.03 If advantage of the provisions of this article has not been taken within the time limits specified herein, the alleged grievance shall be deemed to have been abandoned and cannot be reopened. Time limits specified in this article may be extended by agreement between the parties in writing. When the grievor or the person designated to provide a response are shift workers, the time limits will be calculated as actual working days for the person required to take the action described in the grievance procedure.

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

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

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

ARTICLE XXI

ADJUDICATION

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

ARTICLE XXII

RULES, REGULATIONS, POLICIES AND PROCEDURES

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

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

22.02 In conformity with the Human Rights Act, there shall be no discrimination against any employee or prospective employee because of race, color, religion, national origin, ancestry, place of origin, age, physical disability, mental disability, sexual orientation, marital status, sex, social condition, political belief or activity. However, compliance with CNSC regulations shall not constitute a violation of this article of the agreement.

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

ARTICLE XXIII

RETROACTIVITY

23.01 It is mutually understood and agreed that the provisions of the Collective Agreement being signed by the parties this day stating that the agreement is to be in effect for the term January 1, 2011 to December 31, 2013, are intended to provide continuity in the relations between the parties and retroactive effect, for the period January 1, 2011, to the execution of this agreement is to be given only where specified in the agreement. Changes to the terms and conditions of work (not including cost of living increases and adjustments to wage rates) that are effective on the date of signing of the agreement shall be implemented in the first full pay period after the date the agreement is signed.

ARTICLE XXIV

DURATION

24.01 This agreement shall be in effect for a term from January 1, 2011 to and including December 31, 2013 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 21st day of July, 2011.

NEW BRUNSWICK POWER CORPORATION

GAËTAN 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

ROSS GALBRAITH
BUSINESS MANAGER

APPENDIX "B"

SUPPLEMENTAL UNEMPLOYMENT BENEFITS (SUB) PLAN NEW BRUNSWICK POWER CORPORATION

OBJECTIVE: To supplement employment benefits received by employees 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 SUB plan payments.

LEVEL OF BENEFITS: Ninety-three percent (93%) of the employee's normal weekly salary. This represents the total of Employment Insurance gross benefits, the SUB plan and other earnings. Employees do not have a right to SUB payments except for supplementation of EI benefits for the unemployment period up to fifteen (15) weeks for maternity leave and ten (10) weeks for adoption leave. ENERflex dollars will continue for the period of the top up. 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, 2011 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 and ENERflex dollars paid under the SUB plan. NB Power will advise HRDC of any changes to an approved plan within thirty (30) days of the effective date of change.

APPENDIX "C"

PART TIME, AND WORK TIME FLEXIBILITY PROGRAM

A. PART TIME EMPLOYEES

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 (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 and 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.

Service and seniority

A part-time employee will receive a full year credit for service and 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
- Employee 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

Administration, Salary & Benefits

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. Failure to make this election at the conclusion of the trial period by either party indicates the job sharing arrangement is permanent. However, a job sharer may bid on any vacancy opened for competition in accordance with article 17.07 (a) or indicate an interest in consideration for positions which may be filled by means other than the competitive process under article 17.07 (e). During the trial period, a job sharer may only opt out of the Program with management approval.
4. In most cases, the average number of hours worked per week by an individual employee shall be one-half the hours required to staff the position on a full time basis; (i.e., one-half forty (40) hours), as the case may be.

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

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

b) Where the remaining partner was hired for a job sharing position, or was in a lower paying full time position immediately prior to becoming a job sharer, that employee will not have the option of taking the position on a permanent full-time basis

unless they have been in the job sharing position for at least three years. In such circumstances the full time position will be opened for bid within that general work location only. Should someone other than the remaining partner be the successful bidder, the remaining partner will be awarded the resulting vacant position.

c) Where one partner is absent due to maternity/adoption leave or an extended period of short term sick leave, the remaining partner will fill the position on a full time basis for the duration of the absence. The Employer agrees to provide the remaining partner with ten calendar days' notice of the requirement to fill the position on a full time basis. Any short term sick leave absence with an expected duration of 5 working days or more shall be considered an "extended" absence.

6. a) **Vacation** Vacation entitlement shall be pro-rated according to the number of hours worked.

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

c) **Sick Leave (Short Term Disability)** Sick leave benefits shall be pro-rated according to the number of hours contracted to work.

d) **Long Term Disability** If one partner goes on LTD, the other will fill the position on a full-time basis and will be responsible for finding a suitable partner (on an internal basis) before being able to return to the Job Sharing Program. LTD premiums and benefits will 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 (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 purposes regardless of the number of hours worked during the year.

APPENDIX "E"

PERSONAL LEAVE

Approval:

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

Selection:

Service as defined in article 17.01 among applicants in the same job function should be the initial criteria. In subsequent years, 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 opts out may re-apply, but they will be considered new applicants.
- e) employees may specify the year they wish to go on Personal Leave. If the employee's name reaches the top of the eligibility list prior to the year requested, the employee has the option of taking the leave that year (and going to the bottom of the list) or holding their position at the top of the list until the requested year. Note that when an employee elects to specify a particular year for leave, they will be considered a new applicant as of the time the election is made.

Applications:

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

Period of Leave and Vacation Credits:

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

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

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

Benefits: 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.

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

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

APPENDIX “F”

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 (up to the step before the top). Salary is then frozen on step until normal progression through the apprenticeship program results in the employee's training catching up with the frozen rate. Employee receives general increases.
3. Current salary is above highest rate in the apprentice range but within the range of the certified classification: Salary is frozen 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 "G"

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

Patient's Name: _____ Phone Number (Home): (506) _____
Physician's Name: _____ Contact Information: _____

Return to Work Information:

In most circumstances, NB Power is able to provide alternate duties (including gradual return to work, modified work within the workplace and at home).

Is your patient able to take part in such a program? Yes No

From your assessment today, is your patient able to perform:

a) **full duties without limitations? Yes No**

If no, please indicate when the patient is expected to be:

b) **modified duties with the following limitations? Yes No**

Physical:

Sitting/ Standing/ Walking:

Lifting/ Pushing/ Pulling:

Climbing or Working at Heights:

Bending/ Twisting/
Kneeling/Reaching: _____

Hearing/ Vision/ Balance:

Psychological:

Stress Tolerance: _____

Social Interaction: _____

Performing Safety Sensitive Work:

Concentration/ Memory/
Attention: _____

Direct/ Supervise/ Instruct others:

Maintain usual work pace:

Is your patient able to operate an NB Power vehicle or heavy equipment?

Yes No

Further Comments :

Physician's Signature: _____ **Date:** _____

Payment for Completion of Form:

Please note that employee is responsible for the fees incurred for the completion of this form. However, reimbursement will be made through employee's expense claim.

APPENDIX “H”

FULL SHIFT ASSIGNMENT EMPLOYEES **SCHEDULING TIME OFF DURING THE SUMMER PERIOD**

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

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

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

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

manage requests for time off. As a result, this guideline may be amended or cancelled by the Employer.

APPENDIX “I”

LETTERS OF AGREEMENT

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