

Collective Agreement Between

NB Power Distribution & Customer Service
Corp

International Brotherhood of the Electrical
Workers A.F. of L., C.I.O., C.L.C. Local 37

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12849 (03)

THIS AGREEMENT, made in duplicate this 28th day of February, 2008.

BETWEEN:

THE NB POWER DISTRIBUTION & CUSTOMER SERVICE 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 distributing electrical energy and providing service to its customers in connection therewith and has in its employ a number of employees who are members of Local 37; and,

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 distribution of electrical energy and customer service to the public;

NOW THEREFORE, it is agreed between the parties hereto:

ARTICLE I

UNION RECOGNITION

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

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

1.03 Both parties recognize that casual and temporary employees with less than six (6) months continuous employment in the latest term of employment are precluded by the present provisions of the **Public Service Labour Relations Act** (SNB 2003, Chapter P-25 as amended), from acquiring any status or rights with respect to this collective agreement.

1.04 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.

1.05 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.

1.06 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.

1.07 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 II

RIGHTS OF THE UNION

2.01 General

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

2.02 Union Officials

2.02 a) Business Manager

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

2.02 b) Shop Stewards

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

2.02 c) Union Negotiating Committee

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

The Employer also agrees to pay the members of the Union Negotiating Committee up to two **(2)** 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. The participation of additional employees in the negotiating process will be arranged by the mutual agreement of the parties to the collective agreement.

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

2.02 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.

2.03 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 **(6)** months or more. The Shop Steward in the immediate area will be notified of appointments to classifications listed in Appendix "A" as soon as is **reasonably** possible following such appointments.

2.04 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 III

RIGHTS OF THE EMPLOYER

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

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

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

ARTICLE IV

CORPORATE LABOUR MANAGEMENT COMMITTEE

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

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

ARTICLE V

DEFINITION OF EMPLOYEE

5.01 In this Agreement:

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

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

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

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

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

5.01 f) "Part-time Employee" means a person described in sub-section b, c, or d, above who is not ordinarily required to work more than one-half (0.5) 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.

5.01 g) "Term Seasonal Employee" means a person who is hired as a temporary employee for a specific job or jobs, usually of longer duration than one (1) year. The need for such a position is for a fixed term but such need is generally interrupted temporarily due to the nature of the work, weather,

availability of **staff** or other circumstances. In such case, the employee's benefit entitlements are in accordance with Appendix "C".

ARTICLE VI

NO STRIKE OR LOCKOUT

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

ARTICLE VII

DISCIPLINE AND DISCHARGE

7.01 Disciplinary action or discharge shall be for just cause.

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

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

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

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

If the employee has not been subject to further disciplinary action during that period, such records will be removed from the employee's file at their request and shall not be referred to or used against the employee. If the employee has been subject to further disciplinary action during that period, the entire disciplinary record remains on the file until the expiration of the period of time that applies for the latest disciplinary action, or for the period of time established for prior discipline, whichever is longest. If during the retention period an employee is absent from work for a period of more than one (1) month, the parties will discuss whether the retention period should be extended and any extensions will only be implemented by mutual agreement of the parties to the agreement.

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 three (3) cents per hour for the Union Education fund.

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8.01 b) The Employer agrees to remit to the Union on a bi-weekly 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. **Effective January 1, 2008:** the compensation structure for employees in the line trade (Power Line Technician, Customer Service Representative and Lead Power Line Technician) and for the classification of General Foreman will be as follows:

- General increases and any other adjustments to the wage rate for the line trade will be applied to the Power Line Technician classification only;
- The wage rate for the classification of Customer Service Representative will be established and maintained at a rate that is five percent (5%) above the top step in the range for the Power Line Technician;
- The wage rate for the classification of Lead Power Line Technician will be established and maintained at a rate that is eight percent (8%) above the top step in the range for the Power Line Technician;
- The wage rate for the classification of General Foreman will be established and maintained at a rate that is twelve percent (12%) above the top step in the range for the Lead Power Line Technician;
- The classification adjustments for the Customer Service Representative and the Lead Power Line Technician (five percent (5%) and eight percent (8%) above the Power Line Technician) will be retroactive to May 2, 2007 when the rate for the Power Line Technician was adjusted to \$29.03.

- ii. Effective April **1, 2010**: adjust the top step of the PLT by \$0.34; then set the top step of the range for the Customer Service Representative at five percent (5%) above the top step of the Power Line Technician, the **top** step of the range for the Lead Power Line Technician at eight percent (8%) above the top step of the Power Line Technician and the top step of the range for the General Foreman at twelve percent (12%) above the top step of the Lead Power Line Technician.
- iii. Effective April **1, 2011**: adjust the top step of the PLT by \$1.20; then set the top step of the range for the Customer Service Representative at five percent (5%) above the top step of the Power Line Technician, the top step of the range for the Lead Power Line Technician at eight percent (8%) above the top step of the Power Line Technician and the top step of the range for the General Foreman at twelve percent (12%) above the top step of the Lead Power Line Technician.
- iv. Effective January **1, 2008**: create a new range for the Power Line Designer, Electrical Mechanic and Engineering Assistant so that the top step of the range is equivalent to the top step of the Customer Service Representative for 2008 **only** and the parties agree that there will be no future relativity in the compensation for these classifications and the Customer Service Representative classification. The Power Line Designer and Engineering Assistant's salary range will have seven (7) steps. The Electrical Mechanic's salary range will have four (4) steps for the apprentice classification and three (3) steps for the certified classification. For the five (5) employees who on the date of signing of the collective agreement are classified as Engineering Assistants (and only these five (5) employees), a salary fix of \$0.50 will be added to their wage rate and will be applied for the life of the collective agreement. This salary fix is for present incumbents only, will not be included in the calculation of cost of living increases and will not apply to any future employees assigned to this classification.
- v. Effective January **1, 2008**: create a structure for the Lead Meter Reader where the general increases each year go to the Meter Reader and then the top **step** of the range for the Lead Meter Reader is established and maintained at eight percent (8%) above the top step of the Meter Reader.

- vi. Effective January **1, 2008**: adjust the Engineer I to IV range by reducing the number of steps to seven (~~7~~) from nine (~~9~~), retaining the same top step in the range.
- vii. Effective January **1, 2008**: create a new salary range for the Apprentice Power Line Technician classification with the same number of steps (six (6) month increments) in the range with new steps for the base rates (before the 2008 general increase) of:

A	B	C	D	E	F	G	H
14.00	15.11	16.23	17.35	20.15	21.27	22.39	23.79

The top step of the wage range will be established and maintained at a step that reflects the amount recommended (eight-five percent **(85%)** of the rate for a certified Power Line Technician/Step "A" in the ***Apprenticeship and Occupational Certification Act (SNB 2003, Chapter A-9.1 as amended)***.

- viii. Effective January **1, 2008**: create a new classification and salary range for an ASR III/IV "Floating" CTAS Agent. The salary range will be equivalent to the ASR III/IV with an additional step at the top of the range set at five percent (5%) above the top step of the ASR III/IV.
- ix. Date of signing: pay the three (3) employees working in the Protective Equipment Testing Lab, "extra responsibility" pay for a period of up to two (2) years subsequent to the signing of the collective agreement while they develop a certification program for employees working in the lab. Once that program is developed and has been approved by the Director, Engineering & Operations, and employees have completed any requirements under the program to become certified, they will be reclassified and will move onto the new ranges using current promotional rules. The new classifications will be Tester, Protective Equipment Test Lab and **Tester**, Protective Equipment Field (one (1) position only) with new ranges as follows:

Tester/Lab (2007base):	21.53	22.72	23.83
Tester/Field (2007base):	22.66	23.58	25.02 26.28

x. **Salary fix:** effective the first full shift cycle after the signing of the collective agreement, employees in the classifications of Distribution System Operator and CTAS Agent (including the "Floating" CTAS Agent) assigned to a full shift schedule will receive a salary fix in recognition of the changes to their terms and conditions of work (as outlined in articles 9.03 & 9.05). The salary fix will **not be** included in the calculation of cost of living increases. For these classifications the shift differential will be eliminated and replaced by a salary fix of \$0.55. The salary fix will be raised in the subsequent years of the agreement as follows:

- January 1, 2009 **\$0.57**
- January 1, 2010 **\$0.59**
- January 1, 2011 **\$0.61**
- January 1, 2012 **\$0.63**

xi. The following general increases will **be** applicable to the top step in the range of all classifications in **the** bargaining unit. Before the increase for January 1, **2008** is applied, the classification adjustments (items (i), (iv), (v), (vi), (vii) and (viii) listed above) will implemented.

- January 1, **2008** **3.0%**
- January 1, 2009 **3.0%**
- January 1, 2010 **3.0%**
- January 1, **2011** **3.5%**
- January 1, **2012** **4.0%**

xii. No bargaining unit classifications will be evaluated during the life of this collective agreement.

8.02 b) When an employee is assigned to a classification with a maximum salary which is lower than the employee's current rate of pay, as a result of a re-evaluation of a job classification, reorganization, or return to work from LTD or WCB, the employee's salary shall be frozen for a period of two (2) years or until such time as the rate of pay for the new classification reaches the employee's salary, whichever comes first. 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 five (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 to the rate or 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 unreduced pension under the provisions of the *Public Service Superannuation Act* (SNB 2003, Chapter P-26 as amended). If at that time the employee chooses not to retire, their salary shall immediately be reduced to the appropriate level for their classification at ~~that~~ time.

8.03 Progress Within a Pay Range

8.03 a) Step Increases for Normal Progression

- i. Step increases for employees whose pay is within a wage range set out in Appendix "A" shall be provided on an employee's 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.
- ii. Step increases, which are contingent on acceptable course progress and proficiency, shall be effective as specified by the course schedule. When an employee has completed the necessary training and/or testing required, they will move to the next step on their anniversary date. Employees in the Apprentice Power Line Technician program have step increases every six (6) months instead of yearly.

- iii. If an employee is otherwise progressing and performing satisfactorily but a step increase has been withheld because the employee has not completed the necessary training or exposure, and the delay is as a result of the Employer's failure to provide the required courses, training or exposure, the step increase will not be withheld for more than six (6) months (see 8.03 b) iii) below for an exception which applies to employees in an apprenticeship program).
- iv. As a condition of continued employment, the employee must complete the required training and once the employee has met those requirements, the increase will be applied retroactively to the date when the employee should have progressed to that step.

8.03 b) Step increases for Progression while in an Apprenticeship Program

- 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 participating in an apprenticeship program will not progress to the certified range until they have successfully completed their apprenticeship and certification, and once they are certified they will move to the certified salary step or range on their anniversary date. Such employees may progress through the salary range until they reach the top step of the apprenticeship range and will remain frozen at that step until successful completion of the above requirements.
- iii. For employees in an apprenticeship program, section 8.03 a) ii) will only apply while they are in the apprenticeship classification. It will not apply for progression from the apprenticeship range to the certified range.

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

8.03 d) There is no automatic progression in or to the following classifications: administrative support representative II, II – III, III, III – IV, IV or V, customer service representative, equipment operator I, II and III, business analyst, engineer V, meter repairman I & II, ROW agent III, technical assistant I & II, functional analyst I to V, protective equipment tester (field), 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 four (4) hours or more, the employee shall receive eight percent (8%) on their normal hourly rate for all hours spent in the position. However, should the addition of eight percent (8%) result in the maximum salary of the relieved position being exceeded, the employee shall receive the maximum salary of the relieved position.

8.04 b) When as a result of a request by the Employer, an employee relieves in a higher paying supervisory position (not including lead or senior positions) for a continuous period of four (4) hours or more, the employee shall receive ten percent (10%) on their normal hourly rate for all hours spent in the position. However, should the addition of ten percent (10%) result in the maximum salary of the relieved position being exceeded, the employee shall receive the maximum salary of the relieved position.

8.04 c) When as a result of a request by the Employer, an employee relieves a lead power line technician position for a continuous period of four (4) hours or more, the employee shall receive the rate of the lead power line technician classification for all hours spent in the position. Subject to operating requirements, an employee may, if they have a bona fide reason, decline a relieving pay assignment as a lead power line technician.

8.04 d) 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 or (b) which has become vacant and is open for bid. When an employee is absent or a position is vacant, there is no requirement for the 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 within the duties and responsibilities of their classification.

8.04 e) The Employer may create temporary positions to meet operational requirements. Where employees are required to fill these positions for five (5) days or more, they will be paid in accordance with either articles 8.04 (a) or (b) for all time spent relieving in that position. During emergency situations, the Employer has the discretion to create temporary positions for Lead Power Line Technicians or General Foremen for periods of one (1) day or more.

8.04 f) Overtime shall be paid at the relieving rate for the entire period of the relieving assignment (as identified by the Employer), even if the employee's overtime assignment is for work in their normal position, not the position being relieved.

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

8.04 h) When an employee has been acting for more than one (1) continuous calendar year, the Employer will consult with the Union before deciding whether the employee should continue in the acting assignment or another employee should be given the opportunity to relieve in the position. If the employee continues to act in the position for more than one (1) calendar year, they will no longer receive the compensation set out in (a) or (b) above, but will be placed on a step in the range of that classification. That step will be the next highest step to the acting rate they were receiving (i.e., their base rate plus acting pay). However, an employee will not be permitted to receive more than the top step of the classification in which they are acting. If the employee continues to act in that position, they will proceed through the range of that position on the anniversary date of their acting assignment. When the acting assignment is completed, the employee's rate of pay will be immediately adjusted to their base rate in their normal classification. Employees acting as Foremen Trainers or Trades Instructors will be compensated in accordance with a Letter of Agreement attached in Appendix "G".

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 eight percent (8%) on their normal hourly rate for all time spent in the lead function.

8.06 Extra Responsibility

An employee who on instruction by the Employer is assigned to perform work of significant responsibility in addition to the duties and responsibilities of their normal classification, will receive an additional five percent (5%) on their normal hourly rate for the period of time during which they are assigned these extra responsibilities. Such assignments are normally for periods of six (6) months or more and involve the performance of duties associated with a project and/or duties performed by an employee in a higher paying classification.

8.07 Local Presence Person

Employees who are assigned to provide customer service in a regional office on an "as required" basis and who have successfully completed the CCS training may be designated as the local presence person (LPP). If they are currently classified below the level of the ASR III/IV classification, they shall receive the lesser of five percent (5%) on their normal hourly rate or the top of the wage level of the ASR III/IV for the time spent performing these functions.

ARTICLE IX

HOURS OF WORK

9.01 General

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

9.02 Normal Hours– Non-Shift Assignment

9.02 a) The normal hours of work for Administrative Support Representatives working in Head Office will be seven and one-quarter (**7.25**) hours per day, Monday through Friday, with an hour unpaid lunch break, resulting in a thirty-six and one-quarter (36.25) hour week. The workday will be 08:15 to 16:30, 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) For all other non-shift employees, the normal hours of work shall be eight (8) hours per day, Monday through Friday, with a one-half (0.5) hour unpaid lunch break, resulting in a forty (**40**) hour week. The workday will be 08:00 to 16:30, 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 c) Certain employees, because of the requirements of the job, work hours other than those defined in this agreement. The Employer may alter normal hours of work for these individuals or groups to allow for an earlier or later workday, to allow noon hour coverage for continuing internal and/or external contact, to make presentations to the public or meet with clients. The following is not an all-inclusive list; however, typical examples may include Right of Way Agents, Energy Advisor Supervisor, Energy Advisors, ASRs, Utility workers, Gatekeeper and employees working in Stores. For such classifications, normal working hours will remain either thirty-six and a quarter (36.25) or forty (40) per week, but the Employer shall determine the specific schedules.

9.03 Normal Hours – Distribution System Operators & Distribution System Outage Coordinator

All employees in these classifications may be assigned to either a non-shift or a full shift assignment and may be re-assigned to either non-shift or full shift in accordance with the terms of this agreement.

9.03 a) Normal Hours – Non-Shift Assignment

1. The normal workday shall be eight (**8**) hours per day, Monday to Friday between 08:00 and 16:30, resulting in a forty (**40**) hour normal work week. Employees will have a thirty (30) minute unpaid meal break and two (2) ten (10) minute paid work breaks. The timing of the lunch break will be scheduled between 11:30 and 13:30 with supervisory approval to ensure operational requirements are met.

2. Employees who are assigned to non-shift hours of work may be assigned to the full shift schedule with thirty (30) days notice.

3. Non-shift assignment employees will be required to replace employees assigned to the full shift schedule for meetings, training, sick leave or vacation, on the day and night shifts, including weekends. For **all** hours worked outside of an employee's normal hours of work for unplanned replacements (i.e., with less than sixteen (16) hours notice), employees will be paid the prevailing overtime rate and article 10.06 (Period of Rest) may apply. Planned replacements (i.e., with sixteen (16) or more hours of notice) will be compensated as per section 4 below.

4. Employees required to replace full shift assignment employees as in section 3 above, but with sixteen (16) or more hours of notice, will be compensated as follows:

- i. Employees will not work more than eighty (80) hours in a pay period at their normal rate of pay;
- ii. Employees replacing a twelve (12) **hour** shift will be paid twelve (12) hours at code 01 (regular time) and twelve (**12**) hours at code 30 (overtime-1.0). While the employee will not be required to work their regularly scheduled day following the night shift, the provisions of article 10.06 do not apply;
- iii. When an employee replaces three (3) shifts in a work week, they will work thirty-six (36) normal hours and be paid for forty (**40**) hours and will not have to make up the difference in the work week. When an employee replaces six (**6**) shifts in a pay period, they will work seventy-two (**72**) normal hours and be paid for eighty (80) hours and will not have to make up the difference in the pay period. The difference between the hours

- worked and the hours paid will be recorded as code 70 (paid with permission) at the employee's normal hourly rate.
- iv. An employee will be paid overtime at the prevailing rate when they are required to work more than twelve (12) hours in a day and/or more than eighty (80) hours in a pay period.
 - v. Shift differential is payable for normal hours worked on the night shift and is not paid on overtime hours or hours paid at overtime rates. The hourly rate for the shift differential is \$1.33.
 - vi. Non-shift assignment employees may participate in the seventy-two (72) hour rolling bank as per article 10.07 c), however they will receive sixteen (16) hours of family leave as per article 13.11 a), not the two (2) shifts of family leave provided to employees assigned to the full shift schedule.

9.03 b) Normal Hours– Full Shift Assignment

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

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

D = Day Shift, N = Night Shift, X = Off
*** indicates all overtime is at double time the employee's normal rate**

- 2. The hours of work shall be:
 - 07:00 hrs to 19:00 hrs, designated as day shift, and
 - 19:00 hrs to 07:00 hrs, designated as night shift
- Note:** These hours may be changed by mutual agreement

3. Employees may be changed from one shift to another within the shift cycle providing the overall cycle is not altered in time and such change shall be regarded as normal and no overtime premiums will be paid. Employees working the full shift cycle may be assigned to non-shift hours of work with thirty (30) days notice.
4. Twelve (12) hours of vacation credit are built into each cycle.
5. An employee who is sick or assigned to work the entire period of the "longest sequence of time off for a cycle will be credited with twelve (12) hours of vacation. An employee has not worked their "entire period" of time off if they have a full calendar day (0:00 to 24:00) off during this period. For shift cycles containing two (2) equal periods of time off, the "longest sequence of time off will be the period of "time off" between the day shifts.
6. In order to maintain and ensure a continuous operation, it may be necessary to establish an "On Call Roster". The decision as to whether such a roster is necessary shall rest solely with the Employer. No premium or compensation shall be paid to any employee for serving on such a roster if the need for it is for coverage of absenteeism. The Employer will, however, provide one (1) communications device per shift to facilitate "on call". On Call rosters established for reasons other than absenteeism will be compensated as established elsewhere in this agreement.
7. It is understood that the implementation or cancellation of the twelve (12) hour schedule for all or any portion of the work force will not result in the payment of any overtime premiums.
8. When an employee is entitled to leave for bereavement leave, jury duty or witness leave, they will be paid for the amount of regular hours that they were scheduled to work on that day.
9. Sick leave shall be calculated on an hourly basis.
10. Employees who work Christmas Day as part of their regular shift cycle shall receive extra pay at straight time rate for all hours worked within the twenty-four (24) hours of December 25th.

11. Notwithstanding article **10.07 e)** of the Collective Agreement, an employee eligible for an extra week of vacation credit may submit a request to add eight (8) hours of banked time to allow forty-eight (48) consecutive regular hours of time off to be scheduled at once: the approval of such request will be subject to the provision of reasonable notice to the employee's supervisor and operating requirements.

12. The shift differential for shift employees working the twelve **(12)** hour full shift schedule has been eliminated and replaced with a salary fix as identified in article **8.02 a) x)**. Employees (including apprentices) not assigned to the full shift schedule who work a night shift as defined at item **#2** above will be paid a shift differential for all normal hours worked on a night shift (not including overtime hours or hours paid at overtime rates). The hourly rate for the shift differential is **\$1.33**.

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

14. Except for the changes identified in this Agreement, all other provisions of the Collective Agreement will remain unchanged on the understanding that their application will not result in any increase in cost to the Employer relative to the implementation of the twelve **(12)** hour shift.

15. Following implementation of the twelve **(12)** hour schedule, such schedule may be cancelled immediately by the Employer, should either the safe operation of the system or public safety be adversely affected.

16. The Employer may schedule sixteen (16) hours of mandatory training or meetings per employee per calendar year which will be paid at code **30** (overtime **1.0**).

17. Additional mandatory training and meetings may be scheduled and if an employee is on their time off, they will be paid at prevailing overtime rates.

Employees who attend discretionary meetings or training during their time off will be paid at their normal hourly rate (Code 30-Overtime 1.0).

18. Employees must schedule vacation and other leaves through their supervisor and employees on non-shift assignment may be required to cover these shifts.

19. Article 10.07 will provide a "rolling bank of seventy-two (72) hours for banked overtime.

20. Instead of the sixteen (16) hours of family leave provided in article 13.11 a), employees assigned to a full shift schedule will receive two (2) shifts (twenty-four (24) hours) of paid family leave per calendar year.

21. Apprentices will not receive the salary fix or participate in the floating overtime bank until they are certified and assigned to the full shift cycle.

22. Balancing of time for employees moving between shift and non-shift assignment will be in accordance with Appendix "H" – "Adjustment of Time when Assigned to a Non-Shift Schedule".

9.04 Normal Hours – Customer Interaction Centres

9.04 a) For non-shift employees working in administrative support or supervisory positions in the Customer Interaction Centres, the normal hours of work shall be eight (8) hours per day from 08:00 to 16:30 with a thirty (30) minute unpaid meal break or 08:00 to 17:00 with a one (1) hour unpaid meal break (as selected by the employee – once selected, the employee will provide one (1) month's notice to change to the other meal break), Monday through Friday, resulting in a **forty (40)** hour work week.

9.04 b) For all other employees working in administrative support or supervisory positions in the Customer Interaction Centres, the normal hours of operation will be 08:00 to 20:15, Monday to Friday, and such employees will be assigned to a shift schedule. If there is any conflict between these provisions and other provisions of the collective agreement, this section will prevail. Employees in these positions will be assigned to a schedule as follows:

- i. the schedule will provide for a rotation amongst the Customer Interaction Centres which will provide as equitable a rotation as possible given Operational requirements (including the demands of the technology and the requirement to provide bilingual coverage).
- ii. the schedule may include any combination of the following shifts:
 - an eight (**8**) hour shift with start times of any half (0.5) hour increment between 08:00 and 11:30 with a thirty (30) minute unpaid meal break, Monday through Friday, resulting in a forty (40) hour work week. The start time for shifts may vary from day to day within the work week. Notwithstanding article 10.03, the window for overtime will float with the employee's normal shift start time, on both ends of the normal work day. For example, if an employee's shift begins at 08:30, then the "prevailing overtime rate" will be one and one half (**1.5**) times the employee's normal hourly rate from 17:00 to 22:30 and double (**2**) times the employee's normal hourly rate from 22:30 to 08:30.
 - a permanent eight (**8**) hour day shift with normal hours of work from 08:00 to 16:30 with a thirty (30) minute unpaid meal break, or 08:00 to 17:00 with a one (1) hour unpaid meal break (as selected by the employee at least one (1) month in advance of the schedule being posted), Monday through Friday, resulting in a forty (**40**) hour work week;
 - for employees hired after the date of signing of this agreement (or current employees, on a voluntary basis), who are assigned to outbound calling, an eight (**8**) hour shift scheduled between 08:00 and 20:15, with a thirty (30) minute unpaid meal break, scheduled any five (5) days per week, Monday through Saturday, resulting in a forty (**40**) hour week. Hours of work on Saturday will be between 08:00 and 16:30. Employees scheduled to work on a Saturday will receive the following Monday off without pay, unless the employee and their supervisor agree to an alternate day off within the pay period;
 - a split shift applicable to employees who are hired to work this shift or current employees who volunteer to move to the split shift, with the following hours of work:

- o from 09:30 to 13:30 and from 16:15 to 20:15 with an unpaid meal break;
 - o a shift differential is not applicable to employees assigned to this schedule;
 - o upon the instruction of the Employer time worked outside the normal hours of work, Monday to Friday, between 13:30 and 16:15 will be paid at the prevailing overtime rate.
- iii. Effective the date of signing of the collective agreement, employees will be assigned to the permanent day shift as follows:
- as operational requirements allow, the Employer will create permanent day shift assignment positions and ask employees to identify whether they are interested in moving to the day shift;
 - once the employees are identified, they will be assigned to the permanent day shift positions on a gradual basis, as soon as operational requirements and attrition allow for that assignment:
 - if there are more employees expressing an interest than the number of positions available, the positions will be filled based on seniority and any employees not assigned will remain on an eligibility list until additional positions are available;
 - initially, fifteen (15) day shift positions will be created and filled, and then on an ongoing basis, the Employer will guarantee that twenty-five percent **(25%)** of the inbound shift assignment positions (regular and term) will be day shift positions and will continue to be filled **by** seniority. The first five **(5)** day shift positions will be filled within six **(6)** months from the date of signing of the collective agreement.
- iv. the shift schedule will be established and posted on a monthly basis with two **(2)** weeks notice. Notice requirements will not apply to supervisors who are assigned to the shift schedule. While supervisors will be provided with as much notice as possible, operational requirements may result in their shifts changing with less than two **(2)** weeks notice.

- v. when the shift schedule is established, two (2) slots will be allowed each day for short notice absences after the schedule is posted. Planned absences (vacation, voluntary leave, etc.) will not be scheduled in these two (2) slots when the schedule is established. However, each employee will receive coupons for eight (8) hours of short notice leave per calendar year, which they can use to schedule an absence (vacation, voluntary leave, banked time off, family leave or unpaid leave), preferably with at least twenty-four (24) hours notice, on a “first come, first served” basis (minimum of one (1) hour scheduled on each occasion).
- vi. shift differential will be paid as per article 9.06 for all normal hours worked from 16:30 to the end of the shift, however, the shift differential will not be paid for overtime work or for hours paid at overtime rates.

9.05 Normal Hours – CTAS Agents and “Floating” CTAS Agents

All employees in the CTAS Agent classification are assigned to a full shift cycle and the “Floating” CTAS agent is assigned to a non-shift assignment but is required to replace CTAS Agents on shift. Effective the date of signing of the collective agreement, the Employer will create two (2) “Floating” CTAS Agent positions which will have a wage range with a top step set at five percent (5%) above the top step of the ASR III/IV wage range.

9.05 a) Normal Hours – “Floating” CTAS Agents

1. The normal workday shall be eight (8) hours per day, Monday to Friday between 08:00 and 16:30, resulting in a forty (40) hour normal work week. Employees will have a thirty (30) minute unpaid meal break and two (2) ten (10) minute paid work breaks. The timing of the lunch break will be scheduled between 11:30 and 13:30 with supervisory approval to ensure operational requirements are met.
2. Employees who have applied for and been appointed to these positions may request a transfer back to an ASR III/IV position in the Customer Interaction Centre and such transfer will be allowed as soon as a position becomes available. Upon transfer, the employee’s rate of pay will be Immediately reduced

to the wage range of that position and their hours of work will be as per article 9.04 of the agreement.

3. "Floating" CTAS agents will be assigned to work as an agent in the Customer Interaction Centre. However, they will also be required to replace employees assigned to the full shift schedule for meetings, training, sick leave or vacation, on the day and night shifts, including weekends. For all hours worked outside of an employee's normal hours of work for unplanned replacements (i.e., with less than sixteen **(16)** hours notice), employees will be paid the prevailing overtime rate and article 10.06 (Period of Rest) may apply. Planned replacements (i.e., with sixteen **(16)** or more hours of notice) will be compensated as per section 4 below.

4. Employees required to replace full shift assignment employees as in section 3 above, but with sixteen (16) or more hours of notice, will be compensated as follows:

- i. Employees will not work more than eighty (80) hours in a pay period at their normal rate of pay;
- ii. The amount and frequency of the requirement to replace shift employees will be determined by their supervisors,
- iii. When the "Floating" CTAS Agent replaces an employee on shift, they will not receive any overtime premium (except for extension overtime beyond the normal twelve **(12)** hour shift). While the period of rest provisions in article 10.06 will not apply (as they will be working their "normal" hours of work, not overtime), if the employee is replacing a night shift or shifts, they will not be required to work their normal work day following the night shift. In addition, for each twelve (12) hour shift that the "Floating" CTAS Agent replaces, they will be credited with one **(1)** hour in their overtime bank at straight time;
- iv. When an employee replaces three **(3)** shifts in a work week, they will work thirty-six (36) normal hours and be paid for forty **(40)** hours and will not have to make up the difference in the work week. When an employee replaces six (6) shifts in a pay period, they will work seventy-two (72) normal hours and be paid for eighty (80) hours and will not have to make up the difference in the pay period. The difference between the hours worked and the hours paid will be recorded as code 70 (paid with permission) at the employee's normal hourly rate.

- v. An employee will be paid overtime at the prevailing rate when they are required to work more than twelve (12) hours in a day and/or more than eighty (80) hours in a pay period.
- vi. In lieu of shift differential, employees will receive a salary fix as per article 9.05 b) 12) below.
- vii. As employees in the “floating” positions are required to replace employees on the full shift at their normal rate of pay, they may participate in the seventy-two (72) hour rolling bank as per article 10.07 c) and they will receive the two (2) shifts of family leave provided in article 9.05 b) 20 for employees assigned to the full shift schedule.
- viii. The employee is not required to replace on shift for Statutory Holidays or weekends with a Statutory Holiday attached, unless they agree. They may be required to replace on shift the Monday night of the holiday weekend and between Christmas and New Years.
- ix. The employee will not be required to work any night shift that precedes a statutory holiday or on the Friday night preceding a weekend to which a statutory holiday is attached:
- x. The employee is entitled to schedule two (2) weeks of vacation each summer before other employees in the centre schedule their vacation. They can be scheduled to work the Friday night shift prior to going on vacation and the Sunday night shift prior to returning from vacation. If they schedule two (2) consecutive weeks of vacation, they will not be scheduled to work during the weekend between their weeks of vacation.

9.05 b) Normal Hours – Full Shift Assignment

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

	SUN	MON	TUE	WED	THU	FRI	SAT
WEEK ONE	X	X*	D	D	D	X*	X
WEEK TWO	X	N	N	N	N	X*	X
WEEKTHREE	X	X	X	X	X	N	N

WEEK FOUR	N	X*	X	X	X*	D	D
WEEK FIVE	D	D	X	X	X	X	X

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

*** Indicates all overtime is at double time the employee's normal rate**

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

Note: These hours may be changed by mutual agreement

3. Employees may be changed from one shift to another within the shift cycle providing the overall cycle is not altered in time and such change shall be regarded as normal and no overtime premiums will be paid. Employees working the full shift cycle may be assigned to non-shift hours of work with thirty (30) days notice.

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

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

6. In order to maintain and ensure a continuous operation, it may be necessary to establish an "On Call Roster". The decision as to whether such a roster is necessary shall rest solely with the Employer. No premium or compensation shall be paid to any employee for serving on such a roster if the need for it is for coverage of absenteeism. The Employer will, however, provide one (1) communications device per shift to facilitate "on call". On Call rosters established for reasons other than absenteeism will be compensated as established elsewhere in this agreement.

7. It is understood that the implementation or cancellation of the twelve (12) hour schedule for all or any portion of the work force will not result in the payment of any overtime premiums.

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

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

10. Employees who work Christmas Day as part of their regular shift cycle, shall receive extra pay at straight time rate for all hours worked within the twenty-four (24) hours of December 25th.

11. Notwithstanding section 10.07 e) of the Collective Agreement, an employee eligible for an extra week of vacation credit may submit a request to add eight (8) hours of banked time to allow forty-eight (48) consecutive regular hours of time off to be scheduled at once; the approval of such request will be subject to the provision of reasonable notice to the employee's supervisor, and operating requirements.

12. The shift differential for shift employees working the twelve (12) hour full shift schedule has been eliminated and replaced with a salary fix ~~as~~ identified in article 8.02 a) ~~x~~). Employees (including apprentices) not assigned to the full shift schedule who work a night shift as defined at item #2 above will be paid a shift differential for all normal hours worked on a night shift (not including overtime hours or hours paid at overtime rates). The hourly rate for the shift differential is \$1.33.

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

14. Except for the changes identified in this Agreement, all other provisions of the Collective Agreement will remain unchanged on the understanding that their

application will not result in any increase in cost to the Employer relative to the implementation of the twelve (12) hour shift.

15. Following implementation of the twelve (12) hour schedule, such schedule may be cancelled immediately by Employer, should either the safe operation of the system or public safety be adversely affected.

16. The Employer may schedule sixteen (16) hours of mandatory training or meetings per employee per calendar year which will be paid at code 30 (overtime 1.0).

17. Additional mandatory training and meetings may be scheduled and if an employee is on their time off, they will be paid at prevailing overtime rates. Employees who attend discretionary meetings or training during their time off will be paid at their normal hourly rate (Code 30 – Overtime 1.0).

18. Employees must schedule vacation and other leaves through their supervisor and the "Floating" CTAS Agent may be required to cover these shifts.

19. Article 10.07 will provide a "rolling bank of seventy-two (72) hours for banked overtime.

20. Instead of the sixteen (16) hours of family leave provided in article 13.11 a), employees assigned to a full shift schedule will receive two (2) shifts (twenty-four (24) hours) of paid family leave per calendar year.

9.06 Shift Differential

9.06 a) Shift differential shall be paid at the rate set out in 9.06 b) for normal hours of work that fall within the time periods identified. However, shift differential will not be paid for overtime work or for hours paid at overtime rates.

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

- i. for employees working normal hours between 16:30 and 08:00:
 - date of signing = \$1.00
 - January 1, 2010 = \$1.05
 - January 1, 2012 = \$1.10

- ii. For employees working twelve (12) hour night shifts, shift differential will be paid in accordance with articles 9.03 and 9.05 and the rate is \$1.33.

Note: as per article 8.02 a) x), some employees have had their shift differential replaced by a salary fix and are no longer entitled to payment for shift differential in accordance with this article of the agreement.

9.07 Work Break

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

9.07 b) Field employees are entitled to a ten (10) minute work break in the first and second half of each scheduled work day, to be taken at or enroute to the work site between 09:30 and 10:30, and 14:30 and 15:30. For crews of employees, the lead hand may use their discretion to alter the times and location of work breaks. In exercising this discretion, lead hands must ensure that operating requirements warrant such decisions.

9.08 Alternative Hours of Work

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

9.08 a) Agreements between the Employer and the Union

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

9.08 b) Local Agreements

Local management, individuals or groups of employees may propose an altered hours of work arrangement which, if accepted by management and the individual or a majority of the employees in the proposed group to be affected by

the arrangement, shall be considered their normal hours of work. Any agreement must include the following conditions:

- i. where the agreement is for a regular schedule of altered hours, the hours of work will be confirmed in a letter of agreement which will contain a provision allowing local management, the individual or the group of employees (by majority vote) to revert to normal hours as defined in the collective agreement with thirty (30) days notice;
- ii. the normal hours in a day may be extended to twelve (12) hours before overtime premiums (at prevailing overtime rates) apply. Once a schedule has been agreed to, the new hours (nine (9), ten (10), twelve (12), etc.) become the employee's "normal" hours of work and the prevailing overtime rate applies to any hours outside of the normal hours of work. Regular days off established as part of the schedule may only be changed within a pay period by mutual agreement;
- iii. an employee who has completed their normal work week (thirty-six and one-quarter (36.25) or forty (40) hours, excluding hours paid at overtime rates), will leave work or, if directed to continue working, will be paid prevailing overtime rates for the remainder of the time worked in that week. However, if local management, individuals or a group of employees have agreed to a nine (9) hour day agreement, or other agreement where there are more than forty (40) hours in one of the weeks in the pay period, there will be eighty (80) hours of work paid at the employee's normal hourly rate in each pay period;
- iv. where the agreement is for a schedule that may change from week to week, the process for scheduling hours of work will be as per section (v) below and will be confirmed in a letter of agreement which will contain a provision allowing local management, the individual or the employees in the group (by majority vote) to revert to normal hours as defined in the collective agreement with thirty (30) days notice:
- v. local management may, by notice to the employees no later than noon on the Thursday prior to the week in question, alter the normal hours of work

within the limits of the work week (i.e., excluding Saturdays, Sundays and Statutory Holidays) in accordance with sections (ii) and (iii) above.

9.08 c) Alternative Work Weeks

The Employer may change an employee's normal work week from a five (5) day schedule of eight (8) hours per day to one of the following schedules, without a payment of any overtime premium, and such hours shall become the employee's normal hours:

- a four (4) day schedule of ten (10) hours per day; or
- a nine (9) day schedule of nine (9) hours per day for eight (8) days plus one (1) eight (8) hour day.

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

- i. subject to operational requirements, the supervisor will ask for volunteers before choosing who will be assigned to the work. In the line trade, volunteers must be by crew;
- ii. employees who normally work seven and a quarter (7.25) hours per day and thirty-six and a quarter (36.25) hours per week may also be scheduled for a four (4) or nine (9) day schedule with the hours of work adjusted accordingly;
- iii. absences (sick leave, vacation, jury duty, bereavement leave, banked time, etc.) will be calculated based on the hours the employee was scheduled to work on that day;
- iv. if a statutory holiday falls during a scheduled alternative work week, the employee will receive eight (8) hours pay and may choose to take either banked time, vacation or unpaid time to make up the remaining scheduled hours. If a statutory holiday falls on the designated day off for that work week, an employee will receive eight (8) hours pay at their normal hourly rate (Code 30 – Overtime 1.0);

- v. an employee (other than employees in the line trade) who **is** scheduled to work overtime during their regular day off in a four **(4)** day week will be paid at the prevailing overtime rate for all hours worked on that day;
- vi. employees in the line trade (power line technician, lead power line technician, customer service representative and general foreman) who work scheduled overtime between the hours of 08:00 and 22:00 on their regular day off will be paid **at** one and one-half **(1.5)** times their normal hourly rate for the first five and one-half (5.5) hours and double **(2)** time their normal hourly rate for any additional hours. Failure to provide twelve (12) hours of notice for such overtime will result in the overtime being paid as call-out overtime.

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.

10.02 c) Scheduled Overtime for non-shift employees who are not in the line trade means overtime work on a normal work day or on a scheduled day off, for which the employee has received twelve (12) hours or more notice prior to the commencement thereof. Failure to provide twelve (12) or more hours notice will result in the overtime being classed as Call-Out Overtime.

10.02 d) Scheduled Overtime for non-shift employees in the line trade (power line technician, lead power line technician, customer service representative or general foreman) means overtime work for a planned interruption on a normal work day or overtime work on a scheduled day off, for which the employee has received twelve (12) hours or more notice prior to the commencement thereof. Failure to provide twelve (12) or more hours notice will result in the overtime being classed as Call-Out Overtime.

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

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

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

10.02 h) 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 (1) call-out. Secondary routine work assignments will not be made solely for the purpose of keeping the employee at work or on site for the minimum overtime period;
- ii. call-out time shall be calculated from the time an employee reports for work at their headquarters, or an alternate work site until such time as they complete their assignment and leave their headquarters or alternate work site. For the purpose of such calculation, a service truck kept at an employee's home will be considered their headquarters;
- iii. **an** employee who is not on call but is called out before the start of their normal (or altered) work day and whose work continues into the 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;
- iv. an employee *on* the on-call roster who ~~is~~ called out a minimum of one (1) hour or more prior to the start of their normal (or altered) work day and whose work continues into the work day, shall be credited with one (1) call-out. **If** the employee is called out less than one (1) hour prior to the start of their normal (or altered) work day, they will be compensated as per section (iii) above;
- v. work during noon break shall not count as a call-out, but shall be paid in accordance with article 10.05:
- vi. when an employee in the line trade is assigned **to** respond to a trouble call while working extension overtime, they will be paid at the call-out rate from the time they respond to the trouble call. If they return to the *initial* overtime assignment, they will continue to be paid at the call-out rate;

however they will not be entitled to an additional call-out for returning to that work.

10.03 Overtime Rates

10.03 a) Non-Shift Workers

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

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

10.03 b) Shift Workers

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

- i. Monday through Friday between 08:00 and 22:00 – time and one half
- ii. Monday through Friday between 22:00 and 08:00 – 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. For employees in the Distribution System Operator and ASR IV (CTAS Agent) classifications, the Employer may schedule up to sixteen (16) hours of mandatory training or meetings per shift worker per year and such hours will be paid at code 30 (Overtime 1.0).

10.03 c) Overtime – Abnormal Storm Conditions

For all time worked outside the normal or altered hours of work defined in article IX during "abnormal storm conditions", any employee involved in the restoration effort will be paid at double their normal hourly rate. The Manager of

DSO will gather and analyze the data to determine whether a storm meets the criteria set out below.

"Abnormal storm conditions" are storms where:

- the restoration process has a duration greater than seventy-two (72) hours; and,
- there is at least one (1) day which meets the criteria of a "Major Event Day" during the **storm**. A "Major Event Day" is a day where System Average Interruption Duration Index for that day (SAIDI/day), exceeds a value calculated using the Institute of Electrical and Electronic Engineers standard IEEE-1633. The value of SAIDI/day is adjusted annually, based on the latest five (5) years of outage history.

10.04 Minimum Period of Overtime and Cancellation of Overtime

10.04 a) When an employee is required to work at least ten (10) minutes beyond their normal work hours, they will be paid overtime of not less than one-half hour at the prevailing overtime rate.

10.04 b) When overtime which was scheduled for an employee's normal day off is cancelled, the employee shall receive two (2) 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 c) If required, upon completion of an assignment to work unscheduled extension overtime, an employee will be provided with transportation to their home.

10.05 Work During Noon Break

When, as a result of a request by the Employer, an employee works during noon break, they shall be paid double time for time actually worked during noon break but no less than the equivalent of one (1) hour of pay at their normal

hourly rate. If the employee is not allowed twenty (20) minutes during the noon break to eat, they shall be allowed twenty (20) minutes as close to the time their afternoon work begins as is possible with no **loss** in pay. When time allowed to eat is just before afternoon work begins, additional time granted shall be sufficient to bring the total to twenty (20) minutes.

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

10.06 Period of Rest

10.06 a) All non-shift workers who are required to work overtime between the hours of 23:00 and the scheduled start time for their normal work day, if they are scheduled to work their normal workday 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) call-outs between 23:00 and 08:00:
 - Off until 16:30 the same day
- ii. A minimum of five (5) hours worked between 23:00 and 08:00:
 - Off until 16:30 the same day
- iii. Employees in **the** classifications of Distribution System Operator **and** Distribution System Outage Coordinator only, who work a minimum of three (3) hours between 23:00 and 04:00:
 - Off until the beginning of scheduled work after the noon break on the same day
- iv. In addition, minimum standards for safe hours of work are set out in the Employer's Health & Safety Standards (see Appendix "F" for the current version of that standard, which may be amended from time to time). When an employee has reached the maximum safe hours of work set out in sections 1 or 2 of that standard, they will be entitled to a period of rest of eight (8) hours with no **loss** in pay. Under section 3 of the standard, an employee who reaches the maximum safe hours of work will receive a period of rest of four (4) hours with no **loss** in pay.

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

10.07 Banking of Overtime

10.07 a) An employee may elect not to receive pay for overtime worked (including on call pay) and have such overtime hours credited, at premium rates, to a bank for later time off (e.g., employee works 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 Retirement Savings Plan (RSP) selected by the Union for this purpose and included in the payroll system by the Employer.

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

10.07 c) Employees in the classifications of Distribution System Operator, Distribution System Outage Coordinator and CTAS Agent (including employees in the "floating" CTAS Agent positions), will be allowed to bank seventy-two (72) hours at any point in time. An employee who has used banked time can continue to bank additional time as long as it does not exceed a maximum of seventy-two (72) hours.

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

10.07 e) 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.

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

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

10.07 h) Unused banked time credits at fiscal year end will be paid out or transferred to an RSP.

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 (2) periods replaced shall be paid in accordance with Schedule #1, plus one (1) additional hour of 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 twelve (12) hours. Where an employee has reached their maximum safe hours of work under the corporate hours of work standard, and cannot complete their period of on call, they will still receive the compensation they are entitled to under Schedule #1 for that period. If another employee is required to replace them for the balance of that period, that employee will receive two (2) hours pay for each period on Monday, Tuesday, Wednesday or Thursday and three (3) hours pay for each period on Friday, Saturday or Sunday.

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 who are on call are expected to be within their residency area and able to be on their way to the work for which they have been called out within fifteen (15) minutes of receiving the call-out. 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) 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 communication device or being contacted at home. However, when the Employer requests that a supervisory employee be on call

(i.e., to be immediately available to come into work), they will be paid in accordance with the on-call (Regular or Supplementary) schedules above.

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

10.08 i) The Distribution System Operating Centre will be responsible to ensure that trouble calls are responded **to** in the shortest possible time by utilizing available resources. Where a trouble call is from an area served by an outlying Customer Service Representative, the Distribution System Operating Centre will contact this Customer Service Representative, who is to respond if available.

10.08 j) Subject to the following, all qualified power line technicians, lead power line technicians and customer service representatives shall serve on the on-call roster and shall take first call in turn:

- i. where there are sufficient qualified employees in an Operating Centre to make up a roster with a maximum frequency of one (1) week in six (6) on call, an employee who is fifty (50) years of age or more shall have the option of being removed from the roster for **a** period of one (1) year. The employee with the greatest service shall have preference regarding this option and **so** on in decreasing order of service. This process shall be repeated annually and applications for removal from the roster must be received not later than December 1st of the previous year. An employee who has received the benefit of this article of the agreement will not be able to take advantage of this section again until other qualified employees have had an opportunity **to** take advantage of this provision. The Employer reserves the right to place any employee who has exercised this option on supplementary on-call to **meet** a short term need, or **to** return the employee **to** the regular on-call roster in order **to** maintain one (1) in six (6) frequency;
- ii. Customer Service Representatives assigned to outlying areas shall not be eligible for removal from the regular on-call roster;

- iii. subject to operating requirements, Customer Service Representatives assigned to outlying areas shall not appear on the roster as first person on-call:
- iv. an employee who is prevented from serving on the on-call roster due to an assignment by the Employer to work (not including training or attending meetings) away from their regular headquarters shall not **lose** their on-call pay as a result of being unavailable to serve their turn on the on-call roster.

10.09 Emergency Restoration of Power by Employees in the Linetrades

10.09 a) The Employer has the right to assign employees for emergency power restoration during storm situations in neighbouring utilities, including those in the U.S.A. However, subject to operational requirements, volunteers will be sought prior to the Employer's selection of employees for out of province assignments. A list of employees who have worked out of province will be maintained in each Region as, subject to operational requirements, the Employer will make every effort to rotate such assignments to provide an equal opportunity to all employees in the line trade. Employees scheduled to be on-call will not be permitted to volunteer for assignments unless they find an acceptable replacement for themselves on the roster.

10.09 b) Employees traveling outside of the province of **New Brunswick** to assist in emergency power restoration will be compensated for such efforts in accordance with two (2) letters of agreement (Emergency Restoration of Power ... December 14, 2006 and Working Conditions/Out of Province Storm Restoration May 22, 2007) attached in Appendix "G". Where there is a conflict between the letters of agreement and the collective agreement, the terms of the letters of agreement will apply.

10.09 c) When employees in the line trade are sent on an out of province assignment, the crew for each line truck will have either a Lead PLT or an employee relieving as a Lead PLT as part of the crew complement to ensure that the neighbouring utility **has a** point of contact for communication and direction for the assigned work.

10.10 Height Premium

When an employee works at heights of 60 feet (18.3 metres) or more from the ground on Transmission and Communication structures, excluding aerial devices, they shall receive an additional amount equivalent to one (1) hour of pay at the employee's normal hourly rate for each day that such work is performed.

ARTICLE XI

OVERTIME MEAL ALLOWANCE

11.01 Definitions of "overtime" will be as per article X.

11.02 Satisfaction of Entitlement

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

- i. provision of a meal up to the rate below: or
- ii. payment in lieu at the rate below

On the date of signing of the collective agreement, the meal rate will be raised to \$16.00. Effective January 1, 2010, the rate will be raised to \$17.00 and on January 1, 2012, the rate will be raised to \$18.00.

11.03 Meal Breaks

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

11.04 Entitlement to Meal Allowances

11.04 a) General

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

11.04 b) During Unscheduled Extension Overtime

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

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

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

11.04 c) During Call-Out Overtime

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

11.04 d) Other Overtime Situations

An employee who is required to work overtime, a minimum of one (1) hour or more prior to their normal (or altered) work day, who has not been given time to eat at home and whose work continues into their work day, shall be entitled to a meal allowance and one (1) hour without loss in pay to procure and eat the meal as near as possible to the commencement of their normal work day. Alternatively, if the Employer provides a meal, the employee will be provided with

a twenty (20) minute paid meal break. An additional meal allowance will be provided for the mid-day break but notwithstanding article 11.03, the mid-day break will not be paid time. When an employee in the line trade (Power Line Technician, Lead Power Line Technician or Customer Service Representative) responds to a trouble call within the hour prior to their normal or altered work day and continues working into their normal work day, they will be provided with one (1) meal allowance,

ARTICLE XII

TRAVEL

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

12.01 a) For all employees, time spent in travel outside of an employee's normal or alternative hours of work during the work week (i.e., excluding Saturday, Sunday and Statutory holidays) to attend meetings or training will be paid at the employee's normal hourly rate.

12.01 b) Time spent in travel outside of an employee's normal or alternative hours of work during the work week (i.e., excluding Saturday, Sunday and Statutory holidays) for activities other than meetings or training will be paid as follows:

- i. for employees other than those in the line trade (Power Line Technician, Lead Power Line Technician, Customer Service Representative and General Foreman) the first half hour prior to and/or following an employee's normal or alternative hours of work shall be paid at the employee's normal hourly rate with all other time paid at prevailing overtime rates;
- ii. for employees in the line trade, section (i) above will only apply when these employees are working nine (9) or ten (10) hour days in accordance with article 9.08 c); otherwise, all travel outside of normal or alternative hours of work shall be paid at prevailing overtime rates;

12.01 c) Time spent in travel on Saturday, Sunday and Statutory Holidays shall be paid at the prevailing overtime rate.

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

- i. time traveled is measured from headquarters to work site, work site to work site or accommodations to work site when an employee is required to stay overnight. In Fredericton, all NB Power locations (including Head Office, the Energy Control Centre, Central Region, etc.) will be treated as one (1) headquarters and time for travel between these locations will not be paid;
- ii. the time at which an employee is to report to a work site shall be at the discretion of the Employer;
- iii. employees will require prior approval from the Employer in order to use their personal vehicles for travel and compensation for mileage (at the rate set out in corporate policy) will only be paid to the driver of the vehicle;
- iv. overnight accommodation will be approved at the discretion of the Employer;
- v. in those circumstances approved by the Employer, a travel allowance of \$50.00 will be available to compensate employees who wish to travel on their own time and at their own cost. This payment represents the total compensation for such travel and no additional compensation will be paid for travel time, meals, use of the employee's vehicle or any other related expense;
- vi. this article of the agreement does not apply to those circumstances where an employee is required to travel by air.

12.01 e) A meal or a meal allowance will be provided for noon meals, at the rate set out in article 12.03, only under the following circumstances:

- i. an employee is required to travel and stay overnight in accommodations;
or,
- ii. an employee is attending an NB Power sponsored meeting or training, when such meetings or training are not part of an employee's normal work, are held at a location that is not an NB Power work **site** and no noon meal is provided.

12.01 f) When travel outside of normal work hours exceeds two **(2)** consecutive hours (not including time taken to eat), one **(1)** meal allowance (either breakfast or supper as per article **12.03** below) will be paid. Where there is entitlement **to** more than one **(1)** meal (i.e., for traveling outside of normal hours, breakfast or supper while in accommodation or an overtime meal) for the same period of time, the employee will only be entitled to compensation for one **(1)** meal (the one at the highest rate).

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

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

- Breakfast **\$ 8.00**
- Lunch **\$12.00**
- Supper **\$20.00**

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

ARTICLE XIII

SHORT TERM SICK LEAVE AND OTHER LEAVES

13.01 Purpose – Short Term Sick Leave

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

13.02 Medical and Dental Appointments

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

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

13.03 Compensation for Short Term Sick Leave

Compensation for short term sick leave will be paid in accordance with the following schedule:

<u>Length of Service</u>	<u>Compensation</u>
1 month but less than 3 months	100% of income for 1 week
3 months but less than 1 year	100% of income for 2 weeks 66-2/3% of income for 13 weeks
1 year but less than 3 years	100% of income for 4 weeks 66-2/3% of income for 11 weeks
3 years but less than 5 years	100% of income for 6 weeks 66-2/3% of income for 9 weeks
5 years but less than 7 years	100% of income for 8 weeks 66-2/3% of income for 7 weeks

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

13.04 Requirements to Qualify

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

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

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 throughout the Employer. 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 is to begin not **later** than the day of the funeral. This unpaid leave is not in addition to the entitlements outlined above, but may be used to supplement leaves of less than five (5) days with unpaid leave, up to a total of five (5) days.

13.07 Maternity Leave

13.07 a) General

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

13.07 b) Requirements to Qualify

To qualify for Maternity Leave, an employee must:

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

13.07 c) Term of Leave

Maternity leave is for a term of up to seventeen (17) weeks with the first two (2) weeks paid as sick leave for employees not participating in the Supplementary Unemployment Benefit (SUB) plan. For employees participating in the SUB plan, there are two (2) weeks of unpaid time in accordance with the **Employment Insurance Act (1996,c.23, E-5.6** as amended). Leave may commence at the end of the seventh month of pregnancy. Following maternity leave, the employee may take unpaid leave of up to thirty-five (35) 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 13.08 a). Employees who do not qualify for the SUB plan will qualify for benefit coverage as per clause 13.08 a) 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.

13.07 e) Supplementary Unemployment Benefit (SUB) Plan

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

13.07 f) Return to Duty

Three (3) weeks prior to the scheduled return to work date, the employee will notify her supervisor of her intention regarding return to work. On return to work, employees are placed in their former position or a comparable position within the same general work location, with no less than the same basic wages and benefits.

13.07 g) Failure to Return to Work

If the employee does not return to work within the specified time limit of 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 leave, with the following exceptions:

- i. for adoption leave, the employee will be eligible for top-up under the Supplementary Unemployment Benefits (SUB) plan for a maximum of ten (10) weeks in accordance with the **terms** of the plan;
- ii. for parental leave the employee will not be eligible for the following: the first **two** (2) weeks are not paid as short term sick leave and the employee is not eligible to participate in the SUB Plan:
- 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 (**4**) weeks written notice to their supervisor of the commencement date and length of the leave; and
- ii. provide the supervisor with a certificate from a medical practitioner specifying the date of delivery of the child or proof of adoption.

13.08 c) Term of leave

Leave must begin no earlier than the birth or adoption of the child and end no later than fifty-two (**52**) weeks following the birth or adoption of the child. Employees taking maternity leave of absence and requesting parental leave must commence the parental leave immediately on the expiration of the maternity leave, unless the Employer and employee agree otherwise.

13.08 d) 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 benefit coverage and any SUB Plan benefits received.

13.09 Paternity Leave

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

13.10 Jury/Witness Duty

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

13.11 Leave for Family Related Responsibilities

13.11 a) 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.
- ii. Employees who are not able to utilize the sixteen (16) hours of paid leave in a calendar year may choose one of the following options. They will either:
 - carry over the remaining balance for that year to the following year. The maximum carry-over of entitlement from each year to the following year is sixteen (16) hours paid leave; or,

- **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 family leave. Personal leave must be scheduled with the approval of an employee's supervisor and will not take precedent over family leave or vacation.
 - v. When time off for shift workers requires replacement at overtime rates, time off will only be granted if the shift worker reimburses such time off at replacement value. However, as per article 9.03 and 9.05, shift workers assigned to a full shift schedule in the classifications of Distribution System Operator and ASR III/IV (CTAS agents only, including the "floating" CTAS agents) 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.
 - vi. 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.

13.11 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 not in addition to the entitlements set out in (a) above, but may be used to supplement leaves of less than three (3) days with unpaid leave, up to a total of three (3) days. 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.

ARTICLE XIV

EMPLOYEE BENEFITS

14.01 ENERflex Program

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

14.02 Injured on Duty

14.02 a) After the three (3) 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 Workplace Health, Safety and Compensation Commission 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 Workplace Health, Safety and Compensation Commission, for new injuries or recurrence of injuries.

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

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

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

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

14.03 Pension

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

14.03 b) Term seasonal employees are not permitted to contribute to the **Public Service Superannuation Act**. In lieu of pension contributions, if a term seasonal employee chooses to contribute to NB Power's Group RSP, the Employer will match the employee's contributions (made by payroll deduction) up to a maximum of four percent (4%) of the employee's actual base salary in each calendar year. An employee who has contributed the maximum allowable under this section may make further contributions and receive the benefit of 14.03 c).

14.03 c) If an employee chooses to contribute to NB Power's Group RSP, the Employer will match the employee's contributions (made by payroll deduction) up to a maximum of \$400.00 per calendar year.

14.04 Retirement Allowance

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

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

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

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

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

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

14.05 Rights and Benefits for Temporary Employees

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

14.06 Certification Fees

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 that employees on shift who work Christmas day as part of their regular shift cycle shall receive extra pay at straight time rates for all hours worked within ~~the~~ twenty-four **(24)** hours of December **25th**.

15.03 Whenever December **24th** is a regular work day, and when operating requirements on that day permit, each location shall maintain only a minimal administrative support staff **after** 14:30. Other administrative support staff may leave work with no **loss** in pay. In such circumstances, administrative support employees required to remain at work until the end of normal hours will be permitted to leave work at 14:30 on New Year's Eve with no **loss** in pay. This article does not apply to offices staffed by only one (1) employee or to shift employees.

ARTICLE XVI

VACATION

16.01 a) Entitlementfor Employees

All employees shall receive the following annual vacation with pay after reaching the level of continuous service shown below. The week or day referred to below is the normal work day or week for the employee (i.e., either eight (8) hours per day resulting in a forty (40) hour week or seven and a quarter (7.25) hours per day resulting in a thirty-six and a quarter (38.25) hour week). Employees working alternative hours of work will have to make the appropriate adjustment (i.e., an employee working a forty (40) hour week in four (4) , ten (10) hour days, will need a full week of vacation to cover a four day absence).

16.01 b) Vacation entitlements upon initial hire and 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.

Vacation*

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

Continuous Service

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

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

16.02 Vacation Carryover

Vacation carryover will be administered as per corporate policy.

ARTICLE XVII

SERVICE AND SENIORITY

17.01 a) Service

Length of continuous employment since the date of last hire by the NB Power Group of Companies and their predecessors shall be known as service. For the purposes of determining entitlement to sick leave, vacation and retirement allowance only, "continuous service" includes continuous service in Parts I, II, III and IV of the New Brunswick Public Service when that service is continuous with service in the NB Power Group of Companies.

17.01 b) Seniority

Length of continuous employment in NB Power's Distribution & Customer Service Operational bargaining unit, in one (1) or more classifications (including time bridged as per article 17.01 c) and 17.02), shall be known as seniority.

17.01 c) Seniority Calculation for Period Prior to April 30, 2002

For the purposes of calculating seniority, employees who were employed in the Customer Service Operational Bargaining Unit on the date of signing of the previous collective agreement (April 30, 2002), will be credited with all of their continuous employment in a classification currently included in the Distribution & Customer Service Operational bargaining unit, from any of the former NB Power bargaining units represented by Local 37 (or its predecessors Local 2309 or Local 1733).

17.01 d) Temporary Employees

Except for the purposes of job bids, temporary employees shall have no seniority rights outside their headquarters or immediate work area. Temporary employees who complete their terms of employment and are subsequently rehired within twelve (12) months of the end of their prior

employment will have their records of length of seniority and service adjusted to reflect the actual time spent in the Employer's employment.

17.01 e) Records

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

17.02 Retention of Bargaining Unit Seniority

17.02 a) Employees who transfer out of the Distribution & Customer Service bargaining unit to another position with NB Power, in a bargaining unit represented by the I.B.E.W., shall recover such seniority if they return to the same classification in the Distribution & Customer Service bargaining unit. However, employees in line trade classifications (Lineworker " A Certified, Power Line Technician, Lead Power Line Technician, Customer Service Representative, Crew Leader and General Foreman) will retain all seniority earned in either the Distribution & Customer Service or Transmission bargaining units for the purposes of calculating seniority within the bargaining unit they belong to. While employees retain this seniority when they move from one bargaining unit to the other, it cannot be used to bid or bump from one bargaining unit to another, with the following exception. When there is a vacancy in either bargaining unit in the Power Line Technician classification, employees in the line trade can use their "line trade seniority" as the deciding factor. "Line trade seniority" is all continuous time in a line trade classification, in both the Distribution & Customer Service and Transmission bargaining units.

17.02 b) An employee, who has transferred out of the bargaining unit and, within six (6) months, is returned to the bargaining unit to their former classification, shall not lose any seniority within that classification.

17.03 Layoff

17.03 a) Layoff Procedure – Regular Employees

While the Employer has the exclusive right to decide whether it will lay off employees, prior to providing notice of lay off to one (1) or more employees, it will

advise the Union's Business Manager of its intentions and will meet with the Union to discuss any alternative measures which the Union may ask it to consider. If the Employer proceeds with the decision to lay off regular employees, the following rules shall apply:

- i. the Employer will identify the classification(s) and location(s) where notice of lay off will be given and the employee in that classification in the location with the least seniority will be given notice of lay off. No certified tradesperson shall receive notice of layoff while there are apprentices in the same classification in the bargaining unit. Employees who have been given notice of lay off shall indicate in writing within five (5) working days whether they wish to be laid off and receive severance in accordance with article 17.06 or in the alternative, exercise their right to displace another employee. If the employee given notice of layoff does not wish to relocate, they may displace the most junior employee in their former classification in their location, if that employee has less service than the employee given notice of lay off;
- ii. an employee who has been given notice of lay-off or is displaced in accordance with section (i) may displace the most junior employee in their classification within their Region, if that employee has less seniority;
- iii. where there are no employees in the classification in the Region who have less seniority than the employee who has received notice of lay-off in accordance with section (i), the employee may displace the most junior employee in their classification within the bargaining unit, if that employee has less seniority;
- iv. where there are no employees in the classification in the bargaining unit who have less seniority than the employee who has received notice of lay-off in accordance with section (i), the employee may displace the most junior employee in their former classification within the bargaining unit, if that employee has less service than the employee who was displaced;
- v. an employee who is displaced as a result of the operation of section (i), (ii) or (iii) may take advantage of the subsequent provisions of this article to displace another employee. However, if they do not want to exercise

those rights, they may within two **(2)** working days provide written notice that they wish to be laid off and receive severance in accordance with article **17.06**:

- vi. in any twelve (12) month period, no more than one **(1)** in five (5) employees in a classification at a location may be displaced;
- vii. in those classifications where specific training, trade or technical certification is required, the employee seeking to displace a junior employee must possess that training or certification in order to exercise the entitlements under this article of the agreement. Where an employee chooses to exercise their bumping rights in a former classification, they must possess the ability and qualifications currently required for that classification:
- viii. an employee who moves into a position as a result of the operation of sections (i), (ii), (iii) or (iv) will **be** allowed a trial period of six (6) months to demonstrate that they are able to perform the functions of the position and if they are not able to do **so**, they will be laid off and will not be able to take any further advantage of the provisions of this article of the Agreement. However, they will be entitled to severance pay in accordance with article **17.06**;
- ix. an employee who is displaced as a result of the operation of section (iv) will be laid off. While they will not be able to take advantage of the provisions of this article of the Agreement, they will be entitled to severance pay in accordance with article 17.06;
- x. where the "former classification" is a classification in a progressive series, the employee will replace the junior employee in the classification at the first level of certification or progression. For example, a general foreman who is laid off would displace a power line technician, not an employee in a lead or other classification;
- xi. employees who are displaced from their positions as a result of another employee exercising their rights under this article, will not be entitled to notice of lay-off;

- xii. employees exercising their rights under this article to displace a junior employee will have their rate of pay immediately adjusted to the rate of pay which applies to the classification if it has a lower maximum salary than their classification;
- xiii. no relocation costs will be paid for employees exercising their rights under this article of the agreement. Employees who displace an employee in a classification that has a residency requirement, will comply with those requirements;
- xiv. for the purposes of this article of the agreement, the applicable Regions are: the Customer Interaction Centre (including its satellites), Central, Northern, Eastern and Head Office;
- xv. for the purposes of this article of the agreement, "classification" for employees in administrative support positions will be as set out in a letter of agreement attached in Appendix "G".

17.03 b) Term Seasonal Employees

Term seasonal employees may be employed for seasonal work or for coverage of peak periods. During those periods when they are not required, they may be temporarily released from employment. They will not be considered "laid off" for the purpose of applying the collective agreement and articles 17.03 (a), 17.05 and 17.06 of the collective agreement will not apply. If they return to work within twelve (12) months of the end of their previous period of employment they will have their records of length of seniority and service adjusted to reflect the actual time spent in the Employer's employment.

17.04 Rehiring

When the Employer is hiring employees for the Distribution & Customer Service 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. term seasonal employees who have been temporarily released as part of the seasonal nature of their jobs will only have rehiring rights to the term seasonal position from which they were released. However, once they have been permanently released, they will have the same rehiring rights as other former bargaining unit employees;
- vi. if an employee refuses 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.

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

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

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

17.07 Job Bids

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

- i. The bid will be posted and will remain open for a minimum of fifteen (15) days and will indicate:
 - job classification
 - qualifications required
 - location
 - whether the bid will be used to fill more than one (1) position
 - whether the bid will be used to fill future opportunities and, if so, the period of time for which the bid will be valid
- ii. A copy of the bid will be sent to the Business Manager of the Union.

17.07 b) Selection of applicants for appointment to classifications falling within the scope of this agreement shall be based on ability and qualifications. When ability and qualifications are equal, seniority shall govern. When ability and qualifications are equal and seniority is identical, service will be the deciding factor. However, appointments in the Power Line Technician classification shall be based on seniority.

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

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

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

17.07 f) Appointment will be on a trial basis for six (6) months. If the employee proves unsatisfactory in the new position, the Employer will make every effort to place them in their former position or in a position equal to their former position.

17.07 g) Any employee who is required to be on an on call roster will be required to live within a radius of twenty (20) kilometers from their headquarters. In addition, Customer Service Representatives **must** also live in the community they serve. Headquarters for outlying Customer Service Representatives will be established as each position is filled.

As per the previous collective agreement, employees required to be on an on call roster on April 30, 2002 or employees who were in the class of apprentices that was indentured in 1999, must live within a radius of thirty (30) kilometers from their headquarters, for as long as they remain in that headquarters. If one of these employees bid, are appointed or transfer to a position in another headquarters, they will be required to live within a radius of twenty (20) kilometers from their new headquarters if they are required to be on an on call roster.

Note: Some employees have been exempted from the application of article 17.07 (g) as per two (2) letters of agreement between the Parties attached in Appendix "G". The terms of their exemption are outlined in those letters and the

Parties agree that no further exemptions will be made without the mutual agreement of the Parties to the agreement.

17.07 h) No restrictions will be placed on any employee in regard to their place of residence who is not on an "on call" roster.

ARTICLE XVIII

SAFETY

18.01 General

Employees will comply with the provisions of the **Occupational Health and Safety Act (SNB 2003, Chapter O-0.2 as amended)**, Regulations and with all corporate **safety** policies and procedures. Regulations concerning working alone or refusal to perform unsafe work are established under the Act and/or policies. An employee working alone shall have the right to call for an additional employee when they encounter work that they feel would be hazardous if attempted alone. No employee shall work alone on any line or equipment that is alive with over 347 volts, phase to ground, except for the purpose of replacing fuses or operating switches.

18.02 Joint Health & Safety Committees

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

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

18.03 Tools and Clothing

18.03 a) Employees will be provided with the tools, clothing and footwear allowance set out below to ensure that they are properly equipped for work. Employees will not be permitted to work or be on a work site where protective clothing, equipment (including hard hats and safety glasses) or footwear is required unless the employee is wearing **the** appropriate clothing, equipment and footwear. Where an allowance is provided for the employee to purchase safety footwear on a yearly basis, the employee is required to use the allowance to purchase footwear that meets corporate safety requirements and to ensure that they remain in an acceptable condition or are replaced.

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

18.03 c) The Employer shall provide, once yearly, one **(1)** pair of bib overalls or coveralls, as well as an initial issue of lined coveralls, to employees in the following occupations: line trades (Power Line Technician, Lead Power Line Technician and Customer Service Representative), equipment operators, pole crews and other employees in Appendix " A classifications who have an ongoing need for such clothing. Where coveralls or overalls are destroyed on the job as a result of work, the employee shall turn in the old pair and the supervisor will arrange for a replacement. Individuals employed in the following classifications: Power Line Designer, Storekeeper and Utility worker, will be provided with an initial issue of overalls or coveralls to be exchanged as necessary.

18.03 d) The Employer shall provide employees classified as meter readers with clothing for work in accordance with the terms of a letter of agreement set out in Appendix "G" of this agreement.

18.03 e) All employees who are required by Legislation or NB Power Safety Rules to wear safety footwear on a regular basis shall receive an annual footwear allowance. This allowance shall be payable on or about June 1st of each year and only those employees who are on NB Power Distribution & Customer Service's payroll on June 1st shall be eligible for the allowance.

Employees, *who* require safety footwear but do not wear such footwear on a regular basis, will be entitled to the footwear allowance once every five (5) years.

The footwear allowance will be:

- June2008 \$120.00
- June2010 \$135.00
- June2012 \$150.00

For employees classified as Power Line Technicians, Lead Power Line Technician and Customer Service Representatives, the annual footwear allowance will be \$175.00.

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

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

18.04 Incident Weather

When no emergencies exist and in the opinion of the Employer the temperature or combination of temperature and wind is unduly severe, employees in the line trade will not be required to climb and meter readers will not be required to read meters. In such circumstances, affected employees will be assigned to other duties.

18.05 Response by Employees In the Line Trade to Trouble Calls Outside of Normal Working Hours

18.05 a) Employees in the line trade are expected to investigate trouble calls alone when the initial report does not obviously indicate to the employee that more than one person is required. On arrival at the trouble spot, the employee is authorized to call for assistance if there is a safety problem or if they are unable to correct the problem alone. If the employee contacts other employees directly to provide assistance (up to the limit established by their roster before contacting their supervisor), they must ensure that Distribution System Operations is

advised that other employees have been called out and identify those employees.

18.05 b) Notwithstanding the above, two (2) line trade employees may respond under the following conditions:

- i. switches or fuses are in remote, off road locations or when fuse replacement would be hazardous due to the proximity of additional primary circuits or electrical apparatus;
- ii. a storm is in progress in the area;
- iii. road conditions traveling to the trouble site are icy or obstructed by snow, mud or a washout;
- iv. potential exposure to unknown hazards from the public such as call-outs on Halloween night;
- v. radio communications are disrupted;
- vi. the trouble report indicates: a broken pole, primary wires are down, trees are on a line or that a patrol is required of the primary system.

ARTICLE XIX

ADMINISTRATION OF THE COLLECTIVE AGREEMENT

19.01 Pay Periods and Dues Check-Off

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

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

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

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

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

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

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

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

19.02 Direct Bank Deposit

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

19.03 Retirement Savings Plan

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

19.04 Venture Capital

Employees may elect to contribute by means of payroll deduction to a venture capital fund. 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 Employer in writing that such deductions should cease.

19.05 Definition of Spouse & Dependent

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

ARTICLE XX

GRIEVANCE PROCEDURE

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

20.01 a) Step One: Within five (5) working days after the alleged grievance has arisen, the employee may:

- I. present the grievance in writing on the form approved by the Labour and Employment Board to the person designated by the Employer as the first level in the grievance procedure. If the employee receives no reply or does not receive satisfactory settlement within five (5) working days from the date on which the grievance was presented to the person designated

as the first level in the grievance procedure, the employee may proceed to Step Two, or

- ii. alternatively, the employee may present the grievance verbally to the person designated as the first level in the grievance procedure. If the employee receives no reply or does not receive satisfactory settlement within **two (2)** working days from the date on which the grievance was discussed with the person designated as the first level in the grievance procedure, the employee may proceed to Step Two.

20.01 b) Step Two: Within five (5) working days from the expiration of either the five (5) or two (2) day period referred to in Step One, the employee may present the grievance in writing either by personal service or by mailing it by registered mail to the person designated by the Employer as the second level in the grievance procedure. Upon receipt of the second level grievance, that person shall contact the Labour Relations Department to make arrangements with the representative of the employee's Union for a second level meeting, to be held within thirty (30) working days of receipt of the grievance at Step Two, between the interested parties. The requirement for such a meeting may be waived by mutual agreement between the parties to the collective agreement. If the issue is not resolved at the meeting or the employee receives no reply within five (5) working days from the date on which the meeting took place or thirty (30) days expire prior to the second level meeting being held, the employee may proceed to Step Three.

20.01 c) Step Three: Within five (5) working days from the expiration of the five (5) day or thirty (30) day period referred to in Step Two, the employee may present the grievance in writing by mailing it by registered mail to the President of NB Power. Copies of correspondence and the grievances presented at Steps One and Two, and replies by persons designated by the Employer under Steps One and Two should accompany the grievance when it is presented to the President. The President has designated the Vice-president of the Corporation to respond to third level grievances, which do not involve termination of employment. The President or delegate shall reply in writing to the employee within ten (10) working days from the date the grievance was presented. If the employee does not receive a reply or satisfactory settlement of their grievance from the President or delegate, the grievance may be referred to adjudication

within three (3) months from the expiration of the ten (10) day time period referred to above. If the grievance is referred to adjudication, the parties to the collective agreement have one (1) month to make arrangements for the adjudication unless this time limit is waived by mutual agreement.

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

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

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

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

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

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

20.07 Where the Employer alleges that the Union or an employee has violated any provision of this agreement, they may refer a grievance directly at Step Two of the grievance procedure by presenting it in writing to the Union's Business Manager within five (5) working days after the alleged grievance has arisen and the time limits set out in article 20.01 will apply. If the matter is not resolved at Step Two, the Employer may file the grievance at Step Three by presenting it in writing, by registered mail, to the Union's Executive Board. If the matter is not resolved at Step Three, it may be referred to adjudication in accordance with article 21.01 of the agreement.

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 corporate 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* (SNB 2003, Chapter H-11 as amended), 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.

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, 2008 to December 31, 2012 are intended to provide continuity in the relations between the parties and retroactive effect, for the period from January 1, 2008 to the date of 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.

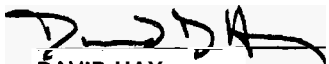
ARTICLE XXIV

DURATION


24.01 This agreement shall be in effect for a term from January 1, 2008 to and including December 31, 2012 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 28th day of February, 2008.

NB POWER DISTRIBUTION & CUSTOMER SERVICE CORPORATION



DAVID HAY
PRESIDENT & CHIEF EXECUTIVE OFFICER

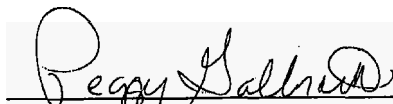


WANDA HARRISON
CORPORATE SECRETARY & GENERAL COUNSEL

**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 F. GALBRAITH
BUSINESS MANAGER

APPENDIX "A"

WAGE RATES

Appendix "A "

<u>Job Code</u>	<u>Job Title</u>	<u>Date</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>
Administrative Support											
S030	ASR II	01-Jan-07	11.24	12.60	14.11	15.60	16.95				
		01-Jan-08	11.58	12.96	14.54	16.07	17.46				
		01-Jan-09	11.92	13.36	14.97	16.55	17.98				
		01-Jan-10	12.28	13.76	15.42	17.05	18.52				
		01-Jan-11	12.72	14.25	15.97	17.65	19.17				
		01-Jan-12	13.23	14.82	16.61	18.36	19.94				
S031	ASR II/III	01-Jan-07	11.24	12.60	14.11	15.27	16.60	17.57	18.61	19.75	
		01-Jan-08	11.58	12.98	14.54	15.73	17.10	18.10	19.17	20.34	
		01-Jan-09	11.92	13.36	14.97	16.20	17.61	18.64	19.74	20.95	
		01-Jan-10	12.28	13.76	15.42	16.69	18.14	19.20	20.33	21.58	
		01-Jan-11	12.72	14.25	15.97	17.28	18.78	19.88	21.05	22.34	
		01-Jan-12	13.23	14.82	16.61	17.97	19.53	20.67	21.89	23.23	
S032	ASR III	01-Jan-07	15.27	16.60	17.57	18.61	19.75				
		01-Jan-08	15.73	17.10	18.10	19.17	20.34				
		01-Jan-09	16.20	17.61	18.64	19.74	20.95				
		01-Jan-10	16.69	18.14	19.20	20.33	21.58				
		01-Jan-11	17.28	18.78	19.88	21.05	22.34				
		01-Jan-12	17.97	19.53	20.67	21.89	23.23				
S033	ASR III/IV	01-Jan-07	15.27	16.60	19.54	20.71	21.96	23.10	24.12		
		01-Jan-08	15.73	17.10	20.12	21.33	22.62	23.79	24.84		
		01-Jan-09	16.20	17.61	20.72	21.97	23.30	24.51	25.59		
		01-Jan-10	16.69	18.14	21.34	22.63	24.00	25.25	26.36		
		01-Jan-11	17.28	18.78	22.08	23.42	24.84	26.13	27.28		
		01-Jan-12	17.97	19.53	22.96	24.35	25.83	27.17	28.37		
S036	ASR IV	01-Jan-07	19.54	20.71	21.96	23.10	24.12				
		01-Jan-08	20.12	21.33	22.62	23.79	24.84				
		01-Jan-09	20.72	21.97	23.30	24.51	25.59				
		01-Jan-10	21.34	22.63	24.00	25.25	26.36				
		01-Jan-11	22.08	23.42	24.84	26.13	27.28				
		01-Jan-12	22.96	24.35	25.83	27.17	28.37				

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Appendix "A "

<u>Job Code</u>	<u>Job Title</u>	<u>Date</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>	
SO37	Administrative Support ASR V	01-Jan-07	21.29	22.36	23.46	24.70	26.22					
		01-Jan-08	21.93	23.03	24.16	25.44	27.01					
		01-Jan-09	22.59	23.72	24.88	26.20	27.82					
		01-Jan-10	23.28	24.44	25.63	26.99	28.66					
		01-Jan-11	24.09	25.29	26.52	27.93	29.66					
		01-Jan-12	25.05	26.30	27.58	29.05	30.85					
new	ASR III/IV (CTAS shift)	new	15.27	16.60	19.54	20.71	21.96	23.10	24.12			
		01-Jan-08	15.73	17.10	20.12	21.33	22.62	23.79	24.84			
		salary fix \$.55	01-Jan-08	16.28	17.65	20.67	21.88	23.17	24.34	25.39		
		01-Jan-09	16.20	17.61	20.72	21.97	23.30	24.51	25.59			
		salary fix \$.57	01-Jan-09	16.77	18.18	21.29	22.54	23.87	25.08	26.16		
		01-Jan-10	16.69	18.14	21.34	22.63	24.00	25.25	26.36			
		salary fix \$.59	01-Jan-10	17.28	18.73	21.93	23.22	24.59	25.84	26.95		
		01-Jan-11	17.28	18.78	22.08	23.42	24.84	26.13	27.28			
		salary fix \$.61	01-Jan-11	17.89	19.39	22.69	24.03	25.45	26.74	27.89		
		01-Jan-12	17.97	19.53	22.96	24.35	25.83	27.17	28.37			
		salary fix \$.63	01-Jan-12	18.60	20.16	23.59	24.98	26.46	27.80	29.00		
		new	ASR III/IV (CTAS Floater)	new	15.27	16.60	19.54	20.71	21.96	23.10	24.12	
01-Jan-08	15.73			17.10	20.12	21.33	22.62	23.79	24.84	26.08		
salary fix \$.55	01-Jan-08			16.28	17.65	20.67	21.88	23.17	24.34	25.39	26.63	
01-Jan-09	16.20			17.61	20.72	21.97	23.30	24.51	25.59	26.87		
salary fix \$.57	01-Jan-09			16.77	18.18	21.29	22.54	23.87	25.08	26.16	27.44	
01-Jan-10	16.69			18.14	21.34	22.63	24.00	25.25	26.36	27.68		
salary fix \$.59	01-Jan-10			17.28	18.73	21.93	23.22	24.59	25.84	26.95	28.27	
01-Jan-11	17.28			18.78	22.08	23.42	24.84	26.13	27.28	28.64		
salary fix \$.61	01-Jan-11			17.89	19.39	22.69	24.03	25.45	26.74	27.89	29.26	
01-Jan-12	17.97			19.53	22.96	24.35	25.83	27.17	28.37	29.79		
salary fix \$.63	01-Jan-12			18.60	20.16	23.59	24.98	26.46	27.80	29.00	30.42	

Appendix "A "

<u>Job Code</u>	<u>Job Title</u>	<u>Date</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>
Administration Supervisors											
S123	Call Centre Supv	01-Jan-07	25.59	27.21	28.81	30.42	32.03				
S125	Collection Services Supv	01-Jan-08	26.35	28.02	29.67	31.33	32.99				
S121	Administration Supv	01-Jan-09	27.14	28.86	30.56	32.27	33.98				
S288	Supv Contact Centre	01-Jan-10	27.96	29.73	31.48	33.24	35.00				
		01-Jan-11	28.95	30.78	32.59	34.41	36.23				
		01-Jan-12	30.12	32.02	33.90	35.79	37.68				
S301	Supv Metered Billing	01-Jan-07	24.56	26.11	27.66	29.21	30.76				
		01-Jan-08	25.28	26.88	28.48	30.08	31.68				
		01-Jan-09	26.03	27.68	29.33	30.98	32.63				
		01-Jan-10	26.81	28.51	30.21	31.91	33.61				
		01-Jan-11	27.75	29.51	31.27	33.03	34.79				
		01-Jan-12	28.86	30.69	32.52	34.35	36.18				
S281	Supv Learning & Development CIC	01-Jan-07	27.92	29.66	31.40	33.14	34.88				
		01-Jan-08	28.77	30.56	32.35	34.14	35.93				
		01-Jan-09	29.65	31.49	33.33	35.17	37.01				
		01-Jan-10	30.54	32.43	34.33	36.22	38.12				
		01-Jan-11	31.60	33.56	35.53	37.49	39.46				
		01-Jan-12	32.86	34.90	36.95	38.99	41.04				

Appendix "A "

<u>Job Code</u>	<u>Job Title</u>	<u>Date</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>
S072	Labourer	01-Jan-07	15.21	15.94	16.74						
		01-Jan-08	15.67	16.42	17.24						
		01-Jan-09	16.15	16.92	17.76						
		01-Jan-10	16.63	17.42	18.29						
		01-Jan-11	17.21	18.03	18.93						
		01-Jan-12	17.90	18.75	19.69						
S108	Pole Setter Groundsman	01-Jan-07	16.58								
		01-Jan-08	17.08								
		01-Jan-09	17.59								
		01-Jan-10	18.12								
		01-Jan-11	18.76								
		01-Jan-12	19.51								
S070	Gatekeeper	01-Jan-07	17.33								
		01-Jan-08	17.85								
		01-Jan-09	18.39								
		01-Jan-10	18.94								
		01-Jan-11	19.60								
		01-Jan-12	20.39								
S135	Utilityperson	01-Jan-07	18.22								
		01-Jan-08	18.77								
		01-Jan-09	19.33								
		01-Jan-10	19.91								
		01-Jan-11	20.61								
		01-Jan-12	21.44								
S064	Equipment Operator I	01-Jan-07	17.38								
		01-Jan-08	17.90								
		01-Jan-09	18.44								
		01-Jan-10	18.99								
		01-Jan-11	19.66								
		01-Jan-12	20.45								

Appendix "A "

<u>Job Code</u>	<u>Job Title</u>	<u>Date</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>
<u>Field Support</u>											
S065	Equipment Operator II	01-Jan-07	19.03								
		01-Jan-08	19.60								
		01-Jan-09	20.19								
		01-Jan-10	20.80								
		01-Jan-11	21.53								
		01-Jan-12	22.39								
S066	Equipment Operator III	01-Jan-07	19.98								
		01-Jan-08	20.58								
		01-Jan-09	21.20								
		01-Jan-10	21.84								
		Oldan-11	22.61								
		01-Jan-12	23.52								
S078	Lead Pole Hand	01-Jan-07	20.20								
		01-Jan-08	20.81								
		01-Jan-09	21.44								
		01-Jan-10	22.08								
		01-Jan-11	22.85								
		01-Jan-12	23.77								
S117	Storekeeper	01-Jan-07	21.05								
		01-Jan-08	21.68								
		01-Jan-09	22.33								
		01-Jan-10	23.00								
		01-Jan-11	23.81								
		01-Jan-12	24.76								
S083	Meter Reader/Changer	01-Jan-07	17.35	18.16	19.38						
		01-Jan-08	17.87	18.70	19.96						
		01-Jan-09	18.41	19.26	20.56						
		01-Jan-10	18.96	19.84	21.18						
		01-Jan-11	19.62	20.53	21.92						
		01-Jan-12	20.40	21.35	22.80						

Appendix "A"

<u>Job Code</u>	<u>Job Title</u>	<u>Date</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>
Field Support S077	Lead Meter Reader	01-Jan-07	20.93								
		01-Jan-08	21.56								
		01-Jan-09	22.21								
		01-Jan-10	22.88								
		01-Jan-11	23.68								
		01-Jan-12	24.63								
S087	Meter Repairman I	01-Jan-07	18.64	20.07	21.60	22.72	23.83				
		01-Jan-08	19.21	20.68	22.26	23.41	24.55				
		01-Jan-09	19.80	21.31	22.94	24.12	25.29				
		01-Jan-10	20.39	21.94	23.62	24.84	26.05				
		01-Jan-11	21.11	22.71	24.45	25.71	26.96				
		01-Jan-12	21.96	23.62	25.43	26.74	28.04				
S088	Meter RepairmanII	01-Jan-07	21.63	22.75	23.86	25.07	26.28				
		01-Jan-08	22.28	23.43	24.57	25.82	27.07				
		01-Jan-09	22.95	24.13	25.30	26.59	27.88				
		01-Jan-10	23.63	24.85	26.06	27.39	28.72				
		01-Jan-11	24.46	25.72	26.97	28.35	29.73				
		01-Jan-12	25.43	26.74	28.04	29.48	30.92				
S081	Repair Shop Mechanic	01-Jan-07	24.94								
		01-Jan-08	25.69								
		01-Jan-09	26.46								
		01-Jan-10	27.25								
		01-Jan-11	28.20								
		01-Jan-12	29.33								
S134	Utility Trades, Service Center	01-Jan-07	21.53								
		01-Jan-08	22.18								
		01-Jan-09	22.85								
		01-Jan-10	23.54								
		01-Jan-11	24.36								
		01-Jan-12	25.34								

Appendix "A"

<u>Job Code</u>	<u>Job Title</u>	<u>Date</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>
Field Support											
S277	Tester Protective Equipment	01-Jan-07	22.66	23.58	24.48						
		01-Jan-08	23.34	24.29	25.22						
		01-Jan-09	24.04	25.02	25.98						
		01-Jan-10	24.76	25.77	26.76						
		01-Jan-11	25.63	26.68	27.70						
		01-Jan-12	26.66	27.75	28.81						
new	Protective Equipment Tester (Lab)	<i>new</i>	21.53	22.72	23.83						
		01-Jan-08	22.18	23.41	24.55						
		01-Jan-09	22.85	24.12	25.29						
		01-Jan-10	23.53	24.84	26.05						
		01-Jan-11	24.35	25.71	26.96						
		01-Jan-12	25.33	26.74	28.04						
new	Protective Equipment Tester (Field)	<i>new</i>	22.66	23.58	25.02	26.28					
		01-Jan-08	23.34	24.29	25.77	27.07					
		01-Jan-09	24.04	25.02	26.54	27.88					
		01-Jan-10	24.76	25.77	27.34	28.72					
		01-Jan-11	25.62	26.67	28.30	29.73					
		01-Jan-12	26.64	27.73	29.43	30.92					

Appendix "A"

<u>Job Code</u>	<u>Job Title</u>	<u>Date</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>		
<i>This classification only steps are in 6 month increments</i>													
S022-S029	Apprentice Power Line Tech New rate structure	01-Jan-07	12.79	13.80	14.80	15.83	17.83	18.93	19.88	20.93			
		31-Dec-07	14.00	15.11	16.23	17.35	20.15	21.27	22.39	23.79			
		01-Jan-08	14.40	15.55	16.71	17.86	20.75	21.90	23.06	24.50			
		01-Jan-09	14.84	16.02	17.21	18.40	21.38	22.56	23.75	25.24			
		01-Jan-10	15.28	16.50	17.73	18.95	22.02	23.24	24.47	26.00			
		01-Jan-11	15.99	17.27	18.55	19.83	23.03	24.31	25.59	27.20			
		01-Jan-12	17.23	18.61	19.99	21.37	24.82	26.21	27.59	29.31			
		S079	Power Line Tech Evaluation rate Adjustment Adjustment	01-Jan-07	26.55	27.53							
				02-May-07	27.99	29.03							
				01-Jan-08	28.83	29.90							
01-Jan-09	29.70			30.80									
Old-Jan-10	30.59			31.72									
01-Apr-10	30.92			32.06									
01-Jan-11	32.00			33.18									
01-Apr-11	33.16			34.38									
01-Jan-12	34.49			35.76									
S049	Customer Service Rep Retroactivity Adjustment Adjustment Adjustment			01-Jan-07	29.29								
		02-May-07	30.48										
		01-Jan-08	31.40										
		01-Jan-09	32.34										
		01-Jan-10	33.31										
		01-Apr-10	33.66										
		01-Jan-11	34.84										
		01-Apr-11	36.10										
		01-Jan-12	37.55										
		S076	Lead Power Line Tech Retroactivity Adjustment Adjustment Adjustment	01-Jan-07	30.29								
02-May-07	31.35												
01-Jan-08	32.29												
01-Jan-09	33.27												
01-Jan-10	34.26												
01-Apr-10	34.63												
01-Jan-11	35.84												
01-Apr-11	37.13												
01-Jan-12	38.62												

Appendix "A "

<u>Job Code</u>	<u>Job Title</u>	<u>Date</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>
<u>Operations Supervisors</u>											
S168	Foreman I	01-Jan-07	20.48	21.74	23.00	24.27	25.53				
		01-Jan-08	21.09	22.39	23.69	25.00	26.30				
		01-Jan-09	21.72	23.06	24.40	25.75	27.09				
		01-Jan-10	22.37	23.75	25.13	26.52	27.90				
		01-Jan-11	23.15	24.58	26.01	27.45	28.88				
		01-Jan-12	24.07	25.56	27.05	28.55	30.04				
S127	Meter Services Supv	01-Jan-07	21.96	23.34	24.69	26.06	27.43				
		01-Jan-08	22.62	24.04	25.43	26.84	28.25				
		01-Jan-09	23.31	24.77	26.20	27.65	29.10				
		01-Jan-10	24.02	25.52	26.99	28.48	29.97				
		01-Jan-11	24.87	26.42	27.94	29.48	31.02				
		01-Jan-12	25.87	27.48	29.06	30.66	32.26				
S276	Supervisor Service Center	01-Jan-07	27.92	29.66	31.40	33.14	34.88				
		01-Jan-08	28.77	30.56	32.35	34.14	35.93				
		01-Jan-09	29.65	31.49	33.33	35.17	37.01				
		01-Jan-10	30.54	32.43	34.33	36.22	38.12				
		01-Jan-11	31.60	33.56	35.53	37.49	39.46				
		01-Jan-12	32.86	34.90	36.95	38.99	41.04				
S137	Energy Advisor Supv	01-Jan-07	25.59	27.21	28.81	30.42	32.03				
		01-Jan-08	26.35	28.02	29.67	31.33	32.99				
		01-Jan-09	27.14	28.86	30.56	32.27	33.96				
		01-Jan-10	27.96	29.73	31.48	33.24	35.00				
		01-Jan-11	28.95	30.78	32.59	34.41	36.23				
		01-Jan-12	30.12	32.02	33.90	35.79	37.68				
S130	Vegetation Mgmt Supv	01-Jan-07	25.87	27.82	29.88	31.39	33.04				
		01-Jan-08	26.64	28.65	30.77	32.33	34.03				
		01-Jan-09	27.44	29.51	31.69	33.30	35.05				
		01-Jan-10	28.26	30.39	32.54	34.30	36.10				
		01-Jan-11	29.25	31.45	33.78	35.50	37.36				
		01-Jan-12	30.43	32.72	35.14	36.93	38.86				

Appendix "A"

<u>Job Code</u>	<u>Job Title</u>	<u>Date</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>
Operations Supervisors											
S068	General Foreman	01-Jan-07	26.94	28.64	30.32	32.02	33.72				
		01-Jan-48	28.91	30.73	32.53	34.35	36.17				
		01-Jan-09	29.78	31.66	33.51	35.39	37.27				
		01-Jan-10	30.65	32.59	34.49	36.43	38.37				
	Adjustment	01-Apr-10	30.99	32.95	34.87	36.83	38.79				
		01-Jan-11	32.06	34.09	36.08	38.11	40.14				
	Adjustment	01-Apr-11	33.23	35.33	37.39	39.49	41.59				
		01-Jan-12	34.58	36.76	38.90	41.08	43.26				

Appendix "A "

<u>Job Code</u>	<u>Job Title</u>	<u>Date</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>
Engineers, Trades and Engineering Support											
S131	Technician I	01-Jan-07	16.95	18.92	21.11	23.55	26.28				
S304	Tech I Veg Mgmt	01-Jan-08	17.46	19.49	21.75	24.26	27.07				
		01-Jan-09	17.98	20.07	22.40	24.99	27.88				
		Oldan-10	18.52	20.67	23.07	25.74	28.72				
		01-Jan-11	19.17	21.40	23.89	26.65	29.73				
		01-Jan-12	19.94	22.26	24.85	27.72	30.92				
S133	Technician II	01-Jan-07	22.76	25.07	26.28	27.57	28.92				
S039	Technical Asst I	01-Jan-08	23.44	25.82	27.07	28.40	29.79				
S296	Tech II Veg Mgmt	01-Jan-09	24.14	26.59	27.88	29.25	30.68				
		01-Jan-10	24.87	27.39	28.72	30.13	31.60				
		01-Jan-11	25.74	28.35	29.73	31.19	32.71				
		01-Jan-12	26.77	29.48	30.92	32.44	34.02				
S293	Apprentice Electrical Mechanic New rate structure	01-Jan-07	17.67	19.72	22.00	24.56					
		31-Dec-07	17.60	19.75	21.90	24.05					
		01-Jan-08	18.13	20.35	22.56	24.78					
		01-Jan-09	18.66	20.95	23.22	25.51					
		Oldan-10	19.21	21.57	23.91	26.27					
		Oldan-11	19.90	22.34	24.76	27.20					
		Oldan-12	20.68	23.22	25.74	28.28					
S294	Electrical Mechanic New rate structure	01-Jan-07	27.41	28.70	30.06						
		31-Dec-07	26.20	28.35	30.48						
		01-Jan-08	26.99	29.21	31.40						
		01-Jan-09	27.79	30.08	32.34						
		Oldan-10	28.62	30.98	33.31						
		01-Jan-11	29.63	32.07	34.48						
		Oldan-12	30.81	33.35	35.86						
S056	Electrical Mechanic Sr	01-Jan-07	25.90	27.87	29.93	31.45	33.10				
		01-Jan-08	26.67	28.70	30.82	32.39	34.09				
		01-Jan-09	27.47	29.56	31.74	33.36	35.11				
		01-Jan-10	28.29	30.44	32.69	34.36	36.16				
		01-Jan-11	29.28	31.51	33.84	35.57	37.43				
		01-Jan-12	30.46	32.78	35.20	37.00	38.93				

Appendix 'A' "

<u>Job Code</u>	<u>Job Title</u>	<u>Date</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>
Engineers, Trades and Engineering Support											
S297	EngineeringAssistant	01-Jan-07	17.60	19.63	21.91	24.45	27.30	28.65	30.04		
	New rate structure	31-Dec-07	17.60	19.75	21.90	24.05	26.20	28.35	30.48		
		01-Jan-08	18.13	20.35	22.56	24.78	26.99	29.21	31.40		
		01-Jan-09	18.66	20.95	23.22	25.51	27.79	30.08	32.34		
		01-Jan-10	19.21	21.57	23.91	26.27	28.62	30.98	33.31		
		01-Jan-11	19.90	22.34	24.76	27.20	29.63	32.07	34.48		
		01-Jan-12	20.68	23.22	25.74	28.28	30.81	33.35	35.86		
S115	Power Line Designer	01-Jan-07	17.30	20.09	22.89	25.69	28.49				
	New rate structure	31-Dec-07	17.60	19.75	21.90	24.05	26.20	28.35	30.48		
		01-Jan-08	18.13	20.35	22.56	24.78	26.99	29.21	31.40		
		01-Jan-09	18.66	20.95	23.22	25.51	27.79	30.08	32.34		
		01-Jan-10	19.21	21.57	23.91	26.27	28.62	30.98	33.31		
		01-Jan-11	19.90	22.34	24.76	27.20	29.63	32.07	34.48		
		01-Jan-12	20.68	23.22	25.74	28.28	30.81	33.35	35.86		
S041	Technical Asst II	01-Jan-07	25.06	26.93	28.92	30.38	31.97				
S298	Sr. Technician	01-Jan-08	25.81	27.74	29.79	31.29	32.93				
		01-Jan-09	26.58	28.57	30.68	32.23	33.92				
		01-Jan-10	27.38	29.43	31.60	33.20	34.94				
		01-Jan-11	28.33	30.45	32.70	34.36	36.16				
		01-Jan-12	29.47	31.67	34.01	35.74	37.61				
S114	Sr Engineering Asst	01-Jan-07	25.87	27.82	29.88	31.39	33.04				
		01-Jan-08	26.64	28.65	30.77	32.33	34.03				
		01-Jan-09	27.44	29.51	31.69	33.30	35.05				
		01-Jan-10	28.26	30.39	32.64	34.30	36.10				
		01-Jan-11	29.25	31.45	33.78	35.50	37.36				
		01-Jan-12	30.43	32.72	35.14	36.93	38.86				

Appendix "A"

<u>Job Code</u>	<u>Job Title</u>	<u>Date</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>
Engineers, Trades and Engineering Support											
S057	Engineer I - IV	01-Jan-07	19.62	21.93	24.25	26.56	28.88	31.19	33.51	35.82	38.13
	New rate structure	31-Dec07	22.92	24.75	26.98	29.41	32.06	34.94	38.13		
		01-Jan-08	23.61	25.50	27.79	30.29	33.02	35.99	39.27		
		01-Jan-09	24.31	26.26	28.62	31.20	34.01	37.07	40.45		
		01-Jan-10	25.04	27.05	29.48	32.14	35.03	38.18	41.66		
		01-Jan-11	25.92	28.00	30.52	33.27	36.26	39.52	43.12		
		01-Jan-12	26.97	29.13	31.75	34.61	37.72	41.11	44.85		
S063	Engineer V	01-Jan-07	33.48	35.59	37.70	39.81	41.92				
		01-Jan-08	34.50	36.67	38.84	41.01	43.18				
		01-Jan-09	35.53	37.77	40.00	42.24	44.48				
		Oldan-10	38.59	38.90	41.20	43.51	45.82				
		01-Jan-11	37.87	40.26	42.64	45.03	47.42				
		01-Jan-12	39.38	41.87	44.34	46.83	49.32				
S062	Senior Engineer I	01-Jan-07	35.66	37.88	40.12	42.35	44.59				
S105	Dist & Substation Planner	01-Jan-08	36.72	39.01	41.32	43.62	45.93				
		01-Jan-09	37.82	40.18	42.56	44.93	47.31				
		01-Jan-10	38.96	41.39	43.84	46.28	48.73				
		01-Jan-11	40.32	42.83	45.37	47.90	50.44				
		01-Jan-12	41.94	44.55	47.19	49.82	52.46				
S142	Senior Engineer II	01-Jan-07	38.16	40.54	42.92	45.29	47.67				
		01-Jan-08	39.31	41.76	44.21	46.65	49.10				
		01-Jan-09	40.50	43.02	45.54	48.05	50.57				
		01-Jan-10	41.71	44.30	46.90	49.49	52.09				
		01-Jan-11	43.17	45.85	48.54	51.22	53.91				
		01-Jan-12	44.89	47.68	50.48	53.27	56.07				
<i>new</i>	Agent ROW I	<i>new</i>									
		01-Jan-08	22.13	23.51	24.89	26.27	27.66				
		01-Jan-09	22.80	24.22	25.64	27.06	28.49				
		01-Jan-10	23.50	24.96	26.42	27.88	29.35				
		01-Jan-11	24.22	25.72	27.22	28.72	30.23				
		01-Jan-12	25.19	26.75	28.31	29.87	31.44				

Appendix "A "

<u>Job Code</u>	<u>Job Title</u>	<u>Date</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>
S245	Agent ROW II	01-Jan-07	22.79	24.23	25.65	27.09	28.52				
		01-Jan-08	23.49	24.97	26.43	27.91	29.38				
		01-Jan-09	24.20	25.73	27.23	28.75	30.26				
		01-Jan-10	24.92	26.50	28.04	29.61	31.17				
		01-Jan-11	25.79	27.43	29.02	30.65	32.26				
		01-Jan-12	26.82	28.53	30.18	31.88	33.55				
S246	Agent ROW III	01-Jan-07	24.56	26.11	27.66	29.21	30.76				
		01-Jan-08	25.28	26.88	28.48	30.08	31.68				
		01-Jan-09	26.03	27.68	29.33	30.98	32.63				
		01-Jan-10	26.81	28.51	30.21	31.91	33.61				
		01-Jan-11	27.75	29.51	31.27	33.03	34.79				
		01-Jan-12	28.86	30.69	32.52	34.35	36.18				
S290	Coord, Environ Mgmt System	01-Jan-07	21.28	22.61	23.93	25.24	26.55				
		01-Jan-08	21.92	23.29	24.65	26.00	27.35				
		01-Jan-09	22.58	23.99	25.39	26.78	28.17				
		01-Jan-10	23.27	24.72	26.16	27.59	29.02				
		01-Jan-11	24.09	25.59	27.08	28.56	30.04				
		01-Jan-12	25.05	26.61	28.16	29.70	31.24				

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Appendix "A "

<u>Job Code</u>	<u>Job Title</u>	<u>Date</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>
Distribution System Operations											
S174	Apprentice Distribution System Operator	01-Jan-07	30.54	32.46	34.34						
		01-Jan-08	31.44	33.42	35.36						
		01-Jan-09	32.38	34.42	36.42						
		01-Jan-10	33.35	35.45	37.51						
		01-Jan-11	34.53	36.70	38.83						
		01-Jan-12	35.90	38.16	40.38						
S161	Distribution System Operator	01-Jan-07	36.24	38.13							
		01-Jan-08	37.32	39.27							
		01-Jan-09	38.44	40.45							
		01-Jan-10	39.59	41.66							
		01-Jan-11	40.98	43.12							
		01-Jan-12	42.62	44.85							
new	Distribution System operator (shift)	new	36.24	38.13							
		01-Jan-08	37.32	39.27							
		salary fa \$.55	01-Jan-08	37.87	39.82						
			01-Jan-09	38.44	40.45						
		salary fa \$.57	01-Jan-09	39.01	41.02						
			01-Jan-10	39.59	41.66						
		salary fa \$.59	01-Jan-10	40.18	42.25						
			01-Jan-11	40.98	43.12						
		salary fix \$.61	01-Jan-11	41.59	43.73						
			01-Jan-12	42.62	44.85						
	salary fix \$.63	01-Jan-12	43.25	45.48							
S160	Distribution System outage Co-ordinator	01-Jan-07	33.48	35.59	37.70	39.81	41.92				
		01-Jan-08	34.50	36.67	38.84	41.01	43.18				
		01-Jan-09	35.53	37.77	40.00	42.24	44.48				
		01-Jan-10	36.59	38.90	41.20	43.51	45.82				
		01-Jan-11	37.87	40.26	42.64	45.03	47.42				
		01-Jan-12	39.38	41.87	44.34	46.83	49.32				

Appendix 'A' "

<u>Job Code</u>	<u>Job Title</u>	<u>Date</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>
Business and Operations Support											
S006	Administrative Anlst I	01-Jan-07	21.28	22.61	23.93	25.24	26.55				
S010	User support Anlst I	01-Jan-08	21.92	23.29	24.65	26.00	27.35				
S247	Analyst Telephony QA	01-Jan-09	22.58	23.99	25.39	26.78	28.17				
S212	Admin Assistant	01-Jan-10	23.27	24.72	26.16	27.59	29.02				
S308	CIC Functional Analyst I	01-Jan-11	24.09	25.59	27.08	28.56	30.04				
		01-Jan-12	25.05	26.61	28.16	29.70	31.24				
S007	Administrative Anlst II	01-Jan-07	22.79	24.23	25.65	27.09	28.52				
S225	Coordinator Payment Agency	01-Jan-08	23.49	24.97	26.43	27.91	29.38				
S311	Procedures Analyst	01-Jan-09	24.20	25.73	27.23	28.75	30.26				
		01-Jan-10	24.92	26.50	28.04	29.61	31.17				
		01-Jan-11	25.79	27.43	29.02	30.65	32.26				
		01-Jan-12	26.82	28.53	30.18	31.88	33.55				
S136	Work planning Asst.	01-Jan-07	22.76	25.07	26.28	27.57	28.92				
		01-Jan-08	23.44	25.82	27.07	28.40	29.79				
		01-Jan-09	24.14	26.59	27.88	29.25	30.68				
		01-Jan-10	24.87	27.39	28.72	30.13	31.60				
		01-Jan-11	25.74	28.35	29.73	31.19	32.71				
		01-Jan-12	26.77	29.48	30.92	32.44	34.02				
S003	Energy Advisor	01-Jan-07	23.59	25.09	26.57	28.08	29.58				
		01-Jan-08	24.30	25.84	27.36	28.92	30.47				
		01-Jan-09	25.02	26.61	28.18	29.79	31.39				
		01-Jan-10	25.76	27.40	29.02	30.68	32.33				
		01-Jan-11	26.65	28.35	30.03	31.75	33.46				
		01-Jan-12	27.71	29.48	31.23	33.02	34.80				
S009	Business Analyst	01-Jan-07	24.55	26.11	27.66	29.21	30.76				
S011	user support Anlst II	01-Jan-08	25.28	26.88	28.48	30.08	31.68				
S221	Functional Analyst II	01-Jan-09	26.03	27.68	29.33	30.98	32.63				
S252	Analyst Admin Sr	01-Jan-10	26.81	28.51	30.21	31.91	33.61				
S270	Analyst, Rate	01-Jan-11	27.75	29.51	31.27	33.03	34.79				
S243	Officer Training Customer Serv	01-Jan-12	28.86	30.69	32.52	34.35	36.18				
S283	Trainer - IT Projects										

Appendix "A"

<u>Job Code</u>	<u>Job Title</u>	<u>Date</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>
<u>Business and Operations Support</u>											
S237	Sr Training Officer	01-Jan-07	25.59	27.21	28.81	30.42	32.03				
S050	Methods Developer	01-Jan-08	26.35	28.02	29.67	31.33	32.99				
S139	Trades Instructor	01-Jan-09	27.14	28.86	30.56	32.27	33.98				
		01-Jan-10	27.96	29.73	31.48	33.24	35.00				
		01-Jan-11	28.95	30.78	32.59	34.41	36.23				
		01-Jan-12	30.12	32.02	33.90	35.79	37.68				
S107	Regional Work Planner	01-Jan-07	27.92	29.66	31.40	33.14	34.88				
S265	Senior Forecaster Load	01-Jan-08	28.77	30.56	32.35	34.14	35.93				
S112	QA Revenue Metering Spec	01-Jan-09	29.65	31.49	33.33	35.17	37.01				
S222	Functional Analyst III	01-Jan-10	30.54	32.43	34.33	36.22	38.12				
S242	Spec Org Readiness	01-Jan-11	31.60	33.56	35.53	37.49	39.46				
S287	DCS Process Specialist	01-Jan-12	32.86	34.90	36.95	38.99	41.04				
S309	Spec Planning										
S228	Coord Outside Agencies										
S104	Field operations Specialist	01-Jan-07	30.54	32.46	34.34	36.24	38.13				
S223	Functional Analyst IV	01-Jan-08	31.44	33.42	35.36	37.32	39.27				
S310	Business Consultant	01-Jan-09	32.38	34.42	36.42	38.44	40.45				
		01-Jan-10	33.35	35.45	37.51	39.59	41.66				
		01-Jan-11	34.53	36.70	38.83	40.98	43.12				
		01-Jan-12	35.90	38.16	40.38	42.62	44.85				

Appendix A

<u>Job Code</u>	<u>Job Title</u>	<u>Date</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>
See letter of Agreement dated Dec. 7/04. Rates for incumbents in these classifications as of that date.										
S306	Spec Planning	01-Jan-07	29.34	31.17	33.00	34.83	36.66			
		01-Jan-08	30.22	32.11	33.99	35.88	37.76			
		01-Jan-09	31.13	33.07	35.01	36.96	38.89			
		01-Jan-10	32.06	34.06	36.06	38.07	40.06			
		01-Jan-11	33.02	35.08	37.14	39.21	41.46			
		01-Jan-12	34.01	36.13	38.26	40.39	43.12			
		S208	Analyst Admin II (HO)	01-Jan-07	23.06	24.50	25.94	27.38	28.82	
01-Jan-08	23.75			25.24	26.72	28.20	29.68			
01-Jan-09	24.46			26.00	27.52	29.05	30.57			
01-Jan-10	25.19			26.78	28.35	29.92	31.49			
01-Jan-11	25.95			27.58	29.20	30.82	32.59			
01-Jan-12	26.73			28.41	30.08	31.75	33.89			
S210	Analyst Admin Sr (HO)			01-Jan-07	24.88	26.43	27.98	29.53	31.08	
		01-Jan-08	25.63	27.22	28.82	30.42	32.01			
S217	Officer Training CS	01-Jan-09	26.40	28.04	29.69	31.33	32.97			
		01-Jan-10	27.19	28.88	30.58	32.27	33.96			
		01-Jan-11	28.01	29.75	31.50	33.24	35.15			
		01-Jan-12	28.85	30.64	32.45	34.24	36.56			
		01-Jan-12	28.85	30.64	32.45	34.24	36.56			
S209	Analyst Admin Sr (HO)	01-Jan-07	24.88	26.43	27.98	29.53	31.08			
		01-Jan-08	25.63	27.22	28.82	30.42	32.01			
		01-Jan-09	26.40	28.04	29.69	31.33	32.97			
		01-Jan-10	27.19	28.88	30.58	32.27	33.96			
		01-Jan-11	28.01	29.75	31.50	33.24	35.15			
		01-Jan-12	28.85	30.64	32.45	34.24	36.56			
		01-Jan-12	28.85	30.64	32.45	34.24	36.56			
S211	Analyst Admin Telep & QA	01-Jan-07	21.47	22.81	24.16	25.51	26.86			
		01-Jan-08	22.12	23.50	24.89	26.28	27.67			
		01-Jan-09	22.78	24.21	25.64	27.07	28.50			
		01-Jan-10	23.46	24.94	26.41	27.88	29.36			
		01-Jan-11	24.16	25.69	27.20	28.72	30.39			
		01-Jan-12	24.89	26.46	28.02	29.58	31.61			
		01-Jan-12	24.89	26.46	28.02	29.58	31.61			

Appendu -A"

<u>Job Code</u>	<u>Job Title</u>	<u>Date</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>
See letter of Agreement dated Dec. 7/04. Rates for incumbents in these classifications as of that date.											
S199	Agent ROWII	01-Jan-07	23.07	24.51	25.95	27.39	28.82				
		01-Jan-08	23.76	25.25	26.73	28.21	29.68				
		01-Jan-09	24.47	26.01	27.53	29.06	30.57				
		01-Jan-10	25.21	26.79	28.36	29.93	31.49				
		01-Jan-11	25.97	27.59	29.21	30.83	32.59				
		01-Jan-12	26.75	28.42	30.09	31.76	33.89				
S206	Agent ROW III	01-Jan-07	24.88	26.43	27.98	29.53	31.08				
		01-Jan-08	25.63	27.22	28.82	30.42	32.01				
		01-Jan-09	26.40	28.04	29.69	31.33	32.97				
		01-Jan-10	27.19	28.88	30.58	32.27	33.96				
		01-Jan-11	28.01	29.75	31.50	33.24	35.15				
		01-Jan-12	28.85	30.64	32.45	34.24	36.56				

Classifications Removed from Appendix A

- Acct Financial Planning
- Admin Capital Projects
- Acct Fixed Assets/Capital
- Acct General CS
- Auditor Senior
- Meter changer

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 plan 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, 2008 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, SEASONAL AND WORK TIME FLEXIBILITY PROGRAM

A. PART TIME AND SEASONAL EMPLOYEES

Salaries and Benefits:

Vacation

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

Statutory Holidays

For part-time employees, payment for the eleven (11) holidays specified in the Collective Agreement shall be pro-rated according to the number of hours worked. Term Seasonal employees will only be paid for Statutory Holidays for periods during which they were scheduled to work.

Sick Leave (Short Term Disability)

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

Long Term Disability

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

Health Care Benefits Including Dental Care

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

Basic Life 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 RSP.

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. Term Seasonal employees will have their length of seniority and service adjusted to reflect the actual time spent in the Corporation's employment.

B. WORKTIME FLEXIBILITY PROGRAM

Eligibility to Participate

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

Salaries and Benefits:

Vacation

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

Statutory Holidays

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

Sick Leave (short term disability)

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

Long Term Disability

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

Health Care Benefits

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

Basic Life and AD&D

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

Optional Benefits

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

Overtime

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

Pension

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

Service and Seniority

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

APPENDIX "D"

JOB SHARING PROGRAM

1. Requests for participation in the Program will be subject to 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, Human Resources will provide assistance in finding a partner.
3. Each job sharing situation will be undertaken on a four (4) month trial basis. Following this trial period, management or the job sharer may elect to discontinue the job sharing arrangements. During the trial period, a job sharer may only opt out of the Program with management approval.
4. In most cases, the average number of hours worked per week by an individual employee shall be one-half (0.5) the hours required to staff the position on a full time basis: (i.e., one-half (0.5) of thirty-six and a quarter (36.25) hours or one-half (0.5) of 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 (3) years. In such circumstances the full time position will be opened for bid within that general work location only. Should someone other than the remaining partner be the successful bidder, the remaining partner will be awarded the resulting vacant position.

c) Where one partner is absent due to maternity/adoption leave or an extended period of short term sick leave, the remaining partner will fill the position on a full time basis for the duration of the absence. If one partner goes on LTD, the other will fill the position on a full-time basis and will be responsible for finding a suitable partner (on an Interim basis) before being able to return to the Job Sharing Program.

The Employer agrees to provide the remaining partner with ten 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 five (5) working days or more shall be considered an "extended" absence.

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. 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.

Sick Leave (Short Term Disability)

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

Long Term Disability

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

Health Care Benefits (Including Dental Care)

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

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 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 paragraph 5, 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 RSP.

Service and Seniority

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

APPENDIX "E"

PERSONAL LEAVE

Approval:

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

Selection:

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

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

Applications:

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

Period of Leave and Vacation Credits:

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

- a) a period of four (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 eight (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 twelve (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 normal hourly rate 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.

Long Term Disability

Long term disability premiums and benefits shall be 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"

GUIDELINES & WORK STANDARDS

SALARY TREATMENT FOR EMPLOYEES 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, next highest step in the apprenticeship range. If necessary, salary is then frozen on step until normal progression (see note below) through the apprenticeship program results in the employee's training catching up with the frozen rate. Employee receives general increases.
2. Current salary falls somewhere within apprenticeship range: 5% increase will be applied to the employee's current salary, and placed on the nearest, next highest 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 on the nearest, next highest step to 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 8.02 b) 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. Employees whose level of training is set at a step below their step in the salary level (i.e., base rate vs. compensation rate) will begin receiving step increases when their base rate catches up with their compensation rate.



Introduction:

This Standard has been developed to ensure the safety of NB Power employees, together with that of the General Public. It recognizes both the need to generate and restore electrical services in the event of power interruptions, as well as the necessity of effective scheduling of outages/planned work. These needs must, however, and at the same time, be balanced with the safe and efficient functioning of our employees.

It is expressly understood that this Standard represents minimum recommendations, and every effort should be made to manage work so as to prevent employee fatigue. Self, peer, and supervisory assessments are critical during periods of extended work.

Note: Where the terms of the collective agreement provide additional entitlements above these minimum standards, the provisions of the agreement will apply.

Standard

1. Scheduled Outages/Planned Work

- 1.1 Where a scheduled outage/planned work is planned to be 7 days or less in duration, hours of work may be a maximum of 15 hours in a 24 hour period.
- 1.2 Scheduled outages/planned work of greater than 7 days in duration shall be arranged so that employees' daily hours of work are no more than 12 hours in a 24 hour period.
- 1.3 Where unforeseen circumstances arise during the course of the work that prevent its completion, the final period of work may extend to a maximum of 20 hours in a 24 hour period with management approval. This approval must be requested immediately upon discovery of the issues that necessitate the request. All other periods of work will be subject to Section 2.4.

2. Emergency Restorations/Repair

- 2.1 For emergency restorations or repair, the initial period of work may extend to 20 hours in a 24 hour period. Rest periods shall be a minimum of 8 consecutive hours with management approval.
 - 2.2 Subsequent to the initial period of work, work periods shall not exceed 15 hours in a 24 hour period, and for not more than 7 successive days.
 - 2.3 Should the restoration/repair work continue into subsequent weeks, periods of work will be reduced to 12-hours in a 24 hour period.
 - 2.4 In the case of either 12 or 15-hour periods of work, an additional 2 hours may be worked where a job may be completed or brought to a logical and safe stage of completion within the 2-hour period.
-



3 On Call/ Call-outs

- 3.1 Hours spent working as a result of call-outs shall be subject to the same limitations as specified in Section 2.
- 3.2 In addition to the requirements above, during the normal work week (i.e. Monday to Friday) when an employee has worked less than 15 hours in a 24 hour period, but has not received a rest period of at least 4 consecutive hours in the 8 hours immediately preceding their normal scheduled hours of work for that day, they will be required to have a 4 hour period of rest before returning to their scheduled hours of work.
- 3.3 In the case of weekends or holidays, and again in addition to the requirements above, every employee will be required to have a rest period of a minimum of 4 consecutive hours in each 24 hour period.

4 Day of Rest

- 4.1 As stipulated by the New Brunswick Employment Standards Act (Chapter E-7.2) Section 17(1) a "weekly rest period of at least twenty-four consecutive hours" shall be required. However, as provided by the Act, and subsequent to the approval of the Director of Employment Standards, rest periods may be "accumulated and taken later, either part at a time or all together". This exemption notwithstanding, in light of the recognized impact on employee performance, every effort should be made to not extend the consecutive number of days worked past 14 days.

Reference:

New Brunswick Employment Standards Act
New Brunswick Occupational Health and Safety Act (NBOHSA)
Regulation 91-191 under the NBOHSA
New Brunswick Motor Vehicle Act (NBMVA)
Regulation 89-147 of the NBMVA
Collective Agreements between members of the NB Power Group of Companies
and IBEW Local 37

Gary S. Boyd - Director

Health, Safety & Security Services

APPENDIX "G"
LETTERS OF AGREEMENT



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

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

Dear Mr. Cole:

SUBJECT: TECHNICIANS, ELECTRICAL MECHANICS
& ENGINEERING ASSISTANTS

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

TECHNICIAN I AND II

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

ELECTRICAL MECHANICS

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

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

ENGINEERING ASSISTANTS

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

Signed this 21 day of June 1990.


IBEW LOCAL 2309


NB POWER

Énergie NB Power

515 King Street
Fredericton, N. B.
E3B 4X1

July 21, 2000

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

Dear John:

RE: Temporary Employees/Internal Job Competitions

Further to our meeting on July 17th, we discussed the issue of whether temporary employees who have completed their terms of employment could be allowed to compete on internal job competitions. The Staffing By-laws do not include these individuals as "employees" for the purposes of internal competitions. However, I recognize that under the Collective Agreements, these individuals do retain seniority rights (recall, consideration or preference for rehiring) for a period of one year after their term of employment is completed.

As a result, under the provisions of article 6.09 of the Staffing **By-laws**, NB Power is prepared to agree that for the period while these former employees retain these rights under the Collective Agreement, they will be eligible to compete in internal competitions as if they were employees of the Corporation.

Should you have any further concerns relative to the above, please feel free to contact either Karen Stafford or myself.

Yours truly,



Paul H. Theriault
Vice President
Human Resources & Administration

cc K. Stafford
S. Currie



April 17, 2002

Énergie NB Power

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

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

Dear Mr. Cole:

RE: Layoff Provisions – Previous Collective Agreements

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

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

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

Please signify your agreement as indicated below.

Yours truly,

Susan A. Currie
Director, Labour Relations

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



Énergie NB Power

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

April 17, 2002

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

Dear Mr. Cole:

RE: Future Changes to Workers Compensation Legislation

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

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

Please signify your agreement as indicated below.

Yours truly,

Susan A. Currie
Director, Labour Relations

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

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



April 17, 2002

Énergie NB Power

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

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

Dear Mr. Cole:

RE: Power Line Technician Apprenticeship Program

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

1. Upon hiring, and where operational requirements permit, each apprentice shall be headquartered at the operating centre closest to their place of residence for the balance of the apprenticeship period. During this period, the apprentice shall be assigned to a Customer Service/Transmission "pool" and not to a particular Region or Headquarters. Training and field exposure for the balance of the apprenticeship period shall be co-ordinated by Customer Service Operations and, where practical and timely, field exposures shall take place in the Region where the employee is headquartered.
2. a) **Upon** certification as a qualified PLT, the employee is eligible to bid on any vacancy, which may exist in Transmission or Customer Service. If successful, the PLT shall be eligible for relocation assistance under NB Power's Relocation Assistance Policy as it may exist at that time.

b) If after 4 years in the apprenticeship program, an employee has not achieved certification solely because NB Power was unable to provide the necessary training or work exposure, the employee will still be eligible to bid on any vacancies referred to in paragraph 3 (a).

c) Any employee who is unsuccessful on the above described bid, or who chooses not to bid upon completion of their apprenticeship, shall be assigned by NB Power to a Customer Service Region or Transmission location as determined by NB Power. In such instance, the employee will be eligible for relocation assistance as described above.

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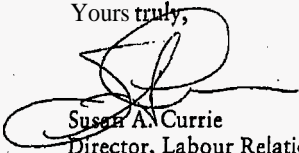
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d) For greater certainty, the fact that an employee has been headquartered at a particular location during the apprenticeship period does not give the apprentice any advantage or priority with respect to a permanent assignment following certification.

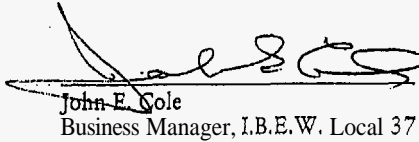
3. Where there is any conflict between this agreement and the terms of the collective agreement between the parties, this agreement will prevail.

Please signify your agreement as indicated below.

Yours truly,



Susan A. Currie
Director, Labour Relations



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



Énergie NB Power

May 27, 2002

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

Dear Mr. Cole:

RE: Apprentice Power Line Technician8

As indicated in our April 17, 2002 letter of agreement, power line technician apprentices are hired into a Customer Service/Transmission pool and will receive exposure during their apprenticeship in both business units. While the apprentices are hired as employees in the Customer Service bargaining unit, they will spend a significant part of their apprenticeship working in the Transmission bargaining unit. In accordance with article 17 of the collective agreement, linetrade employees (upon certification) are able to retain the seniority they achieve in both bargaining units.

The parties have agreed that the terms and conditions of work for apprentice Power Line Technicians should be the terms and conditions of work that apply in the bargaining unit in which they are working. As a result, upon ratification of the Transmission Operational Group collective agreement, when apprentice Power Line Technicians are assigned to the Transmission Bargaining Unit for their periods of work exposure, they will be subject to the terms and conditions of work that **apply** for linetrade employees in that bargaining unit.

Please signify your agreement as indicated below.

Yours truly,

Susan A. Currie
Director, Labour' Relations

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



Energie NB Power

August 16, 2002

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

Dear Ross:

RE: Extension of Rehiring Rights for Employees on Maternity Leave

Article 17 of the collective agreements provides preference for rehiring employees for a 12-month period following their release from employment (with certain conditions, as specified in the collective agreement). Part of that agreement is that if an employee refuses an offer of re-employment, they will have no further entitlement to the benefits of this provision. Temporary employees who go on maternity leave and parental leave, and whose term of employment expires during that leave, may be negatively affected by these provisions.

As you are aware, the implementation of extended parental leave has created the potential for an employee to take a year's leave of absence when combined with maternity leave. If an employee took advantage of their full maternity and parental leave before being available to return to work, their 12-month period of preference for rehiring would have expired. Therefore, this letter of agreement will amend the language of article 17 of the collective agreements to extend the rehiring entitlement for temporary employees whose term of employment expires during their maternity/parental leave. In these cases, the period of rehiring will begin, not on the day that they would have been released from employment, but one year after they begin their maternity leave. If the employee wishes to be considered for rehiring prior to the end of their maternity/parental leave, they can advise the Employment department that they are available for work and the one-year period of preference for rehiring will begin when they provide that notice.

If you have any questions, please give me a call. Please signify your agreement as indicated below.

Yours truly,

Susan A. Currie
Director, Labour Relations

Ross Galbraith
Asst. Business Manager, Local 37

cc P. Theriault
H. R. Managers
F. Ouellette



Énergie NB Power

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

November 4, 2002

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

Dear Ross:

RE: Term Seasonal Employees - Rehiring as Casuals Employees

The collective agreements for both the Customer Service and Transmission bargaining units provide for rehiring rights for term seasonal employees. As set out in article 17.04 (v), when a term seasonal employees is temporarily released at the end of their season, they are entitled to preference for rehiring to the term seasonal position from which they were released.

In addition to that entitlement, the Employer would like to be able to exercise their discretion to offer casual employment to term seasonal employees between their periods of seasonal employment. If the employee is interested, they **will** be brought back to **work as a casual** employee, without any provision for benefits but at the hourly rate that is appropriate for their classification as a temporary employee under the agreement. Notwithstanding article 17.04 (vi), the employee may refuse an offer of casual employment without affecting their entitlement for rehiring for their term seasonal position.

Please signify your agreement by signing as indicated below.

Yours truly,

Susan A. Currie
Director, Labour Relations

Ross Galbraith
Assistant Business Manager

cc A. Allen

K. Roherty



Énergie NB Power

November 25, 2002

Mr. Wade Greenlaw
Business Manager
IBEW, Local 37
138 Neill Street
Fredericton, NB
E3A 2Z6

~~Dear~~ Wade:

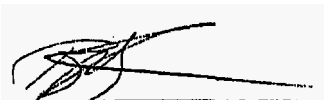
Re: Payment of Time and Expenses to attend Corporate Health & Safety Meetings

Further to discussions relative to the payment of time and expenses to attend Corporate Health & Safety Committee meetings, NB Power and I.B.E.W., Local 37 agree that NB Power will pay the salaries, excluding any overtime, and expenses for three designated employee representatives or their alternates to attend regular Corporate Health & Safety Meetings. Time is to be coded at PDP - Code 70 with a notation that they were attending this meeting. Expenses are to be submitted on an expense claim. If an alternate for an employee representative is an employee of I.B.E.W., or if an alternate is replacing a union representative (normally the Business Manager, Assistant Business Manager, Business Agent), the Union will cover the time and expenses.

Please signify your agreement as indicated below.

Sincerely,


C. Murray
Sr. Labour Relations Officer


Wade Greenlaw
Business Manager, Local 37

cc : J. Steen
A. Allen
K. Roberty
J. Doucett
S. Desrosiers



Énergie NB Power

October 2, 2003

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

Dear Wade:

RE: Customer Service - Foreman Trainers - Acting for Recurring Assignments

Customer Service has an on-going need for seasonal Foreman Trainers to oversee apprentice Power Line Technician training. Typically, qualified line trade employees are sought to assume the roles of Foremen Trainers for a period of 6 - 8 months of each year. In recent years, it has been difficult to attract individuals to this role and retain them for more than one year. In the past, in this situation, individuals have received an additional 10% on their regular pay. However, pay rates have differed from one trainer to the other, depending on the regular classification of the individuals who assume this role.

In recognition of the recurring nature of these acting assignments and the desire to attract and retain experienced and seasoned employees in a Foreman Trainer role on a seasonal basis, we have agreed to the following!

- When an employee has been relieving/acting in the position of Foreman Trainer for an accumulated period of time of more than twelve (12) months they will no longer receive the compensation set out in article 8.04 of the collective agreement, but will be placed on a step in the range of the General Foreman classification.
- That step will be the next highest step to the acting rate they were receiving (i.e. their base 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 upon the completion of each successive cumulative twelve (12) month interval spent in the 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.
- Example: Year after year an employee assumes the role of Foreman Trainer for a period of six months. The length of time spent acting in this position each season, 6 months, is accumulated. After two seasons, the cumulative seasonal total will exceed twelve (12) months and the employee will be placed on the appropriate step in the General Foreman range. Following each subsequent cumulative twelve (12) month period, the employee will proceed to the next step in the range until the top step of the General Foreman classification is reached.

Please signify your agreement by signing as indicated below.

Yours truly,

Cindy Murray
Senior Labour Relations Officer

Wade Greenlaw
Business Manager

c.c. F. Ouellette R. Crawford V. Fowler
H. MacLean D. Agnew



Énergie NB Power

www.energie.com

June 18, 2004

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

Dear Wade:

RE: Assigning Resources during Storms

We've had a number of discussions about finding ways to improve our process of assigning employees when we are trying to manage our resource requirements during storms (both in and out of province). This issue came up at a meeting some months ago with the Union, Labour Relations and Operations Services and more recently during a second level grievance meeting in Chatham. While we may have advance warning that crews could be needed in another region or out of province, we normally do not contact employees until we are certain that they are required to go. Part of our reluctance to make arrangements earlier is that when we have talked to employees about such assignments in the past and then their services were not required, we have received claims for stand-by pay. **As a** result, the supervisors are not contacting employees on the lists until they are **sure** that they **are** needed. This has resulted in some communication issues and delays while people make arrangements; particularly employees who are on call and have to find coverage if they want to take the assignment.

We would like to see if we can improve this process by asking our supervisors to talk to employees **on** the list as **soon** as Operations Services lets them know that crews may be required. This is being done with the Union's agreement that, if it turns out the crews are not required, there will be no stand-by pay for these situations. The supervisors will simply be asking the employees on the list whether they want to be called (that day, evening, **on** the weekend - whatever the circumstances may be), if there is a requirement to go. They will be asked to provide a contact number for the supervisor to reach them if the decision to go **is** made outside of the normal hours of work. As they are not on stand-by, there will be no negative consequences for the employee if the supervisor cannot reach them or they are not available - they will simply go to the next employee **on** the list. However, in situations where we are not able to find a sufficient number of volunteers, employees may be required to participate in restoration efforts in accordance with the terms of the collective agreement.

Please signify your agreement by signing as indicated below.

Yours truly,

Susan A. Currie
Director, Labour Relations
Distribution & Customer Service

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

cc Regional Managers
F. Ouellette
D. Agnew



Énergie NB Power

January 10, 2005

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

Dear Wade:

RE: Apprentices Attending Training School

As per our discussion, we have agreed that when apprentice power line technicians are coming from outside of Fredericton to attend the training school, the training school will become their temporary headquarters each week that they are at the school. So, while we will continue to pay for their travel between their normal headquarters and their temporary headquarters at the beginning and end of each week, we will not be required to pay for time and/or mileage between their accommodations and the training school during the training week.

In addition, while their normal hours of work will continue to be 8 a.m. to 4:30 p.m., their lunch hour will be extended to 45 minutes (30 minutes unpaid and 15 minutes paid) to allow people more opportunity to get their lunch. For travel to and from Fredericton at the beginning and end of the week, management intends to allow for travel during the normal hours of work on Monday and Friday. On Monday, Tuesday, Wednesday and Thursday, lunch would be from 12:00 until 12:45. Classes will be scheduled to start on Monday at 10:00 a.m. and run until Friday at 1 p.m. when they will break for lunch and travel home. If there are circumstances when the schedule does not provide sufficient time to travel on Monday and Friday within the normal hours of work, employees will be compensated in accordance with the collective agreement.

Please signify your agreement by signing as indicated below.

Yours truly,

Susan A. Currie
Director, Labour Relations

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

cc G. McCann
D. Agnew
H. MacLean
F. Ouellette
V. Fowler



Énergie NB Power

March 30, 2005

Mr. Ross Galbraith
Assistant Business Manager
I.B.E.W., Local 37
138 Neill Street
Fredericton, NB
E3A 2Z6

Dear Ross:

RE: On-Call Roster for Distribution Systems Operations

As you are aware, effective March 31, 2005, we will be implementing an on-call roster for the Distribution System Operators and the Co-ordinators. As per article 17.07 (g), employees who are required to be on an on-call roster must live within a radius of twenty (20) kilometers of their headquarters. However, as this is a new requirement for the DSOs, we would like to agree (on a without prejudice basis) that current employees will not be required to meet this residency requirement. However, their managers is to be notified if they move to a location that is further from their headquarters than their current location.

After this date, any future employees in these classifications will be required to meet the residency requirements as set out in the collective agreement.

Please signify your agreement by signing as indicated below.

Yours truly,

Susan A. Currie
Director, Labour Relations

Ross Galbraith
Assistant Business Manager
I.B.E.W. Local 37

cc T. O'Hara
D. Baxter
F. Ouellette



June 2, 2005

Énergie NB Power

Mr. B. Wade Greenlaw
I.B.E.W., Local 37
138 Neill Street
Fredericton, N.B.
E3A 2Z6

Dear Wade:

RE: Controlled Substance & Alcohol Testing Policy

As discussed, since 1998, the Employer and the Union have had an agreement dealing with the **issue** of testing for alcohol and controlled substances for employees who are required to operate our vehicles in the United States. During the last round of negotiations, we neglected to sign a renewal of that agreement. However, since that time both parties have continued to act as if the agreement were in effect, and employees who volunteered for the program have continued to be paid. **As** a result, this letter will confirm the continuation of the agreement reached between NB Power and I.B.E.W., Local 37 as it pertains to the "**Controlled Substance & Alcohol Use and Testing Policy**" and its application to employees included in this program.

The parties recognize that this policy is required in order to provide customer service to Campobello Island, as it is a requirement by the American government for our employees who operate vehicles with heavy road equipment on their highways. The policy and the names of the current volunteers are attached to this letter. For employees who were assigned to the St. Stephen or St. George operating centres prior to the date this letter was signed, participation will continue to be voluntary. Once employees have volunteered for this program, they will be required to honour that commitment for the life of this agreement. However, for new employees being assigned to St. Stephen or St. George, participation in the program is a condition of their assignment to these operating centres.

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

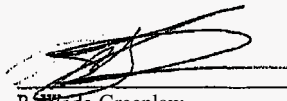
Please signify your agreement as indicated below.

Yours truly,



Susan A. Currie

Director, Labour Relations



B. Wade Greenlaw
Business Manger, Local 37



May 16, 2006

Énergie NB Power

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

Dear Wade:

RE: ROW Agents: Hours of Work and Meal Allowances

In December 2004, the Right of Way Agents were one of the classifications that moved from the Corporate Group to the Distribution & Customer Service Operational Group. At the time, we agreed that by the nature of their work, their hours of work would be established in accordance with article 9.02 c) of the collective agreement. As per that article, they were to work forty (40) hours per week, but the actual hours were determined by the schedule they set up to meet with their clients. Since that time, a couple of issues have arisen. First, given the nature of their work, their workload and client contact varies from week to week. As a result, we have agreed that their hours of work **will** continue to fall under article 9.02 c), but their “normal” hours of work will be eighty (80) hours in a pay period. In addition, we recognize that there may be occasions where scheduling their work may result in the employee working (including travel time) more than 80 hours in a pay period. We have agreed that this time will *not* be considered “overtime” for the purposes of compensation under articles 10 or 11 of the collective agreement, or “time spent in travel” under article 12. Instead, employees will bank this time to schedule as time off at a later date.

Unlike the traditional overtime bank in the collective agreement which has a yearly cap of hours that can be banked, this will be a “rolling bank” into which employees can continue to record time as long as there are no more than 80 hours in the bank at any point in time. The hours in this bank may be carried over from one calendar year to the next. If an employee works more than 80 hours in a pay period, they will be able to bank those hours on an hour for hour basis. These hours will be recorded on their time sheet as Code 42 EDE (O/T No Remuneration/Extended Day). When the employee requests time off, they will require their supervisor's approval and the time off will be recorded as Code 70 PDP (Paid Leave/Paid with Permission). As this is a rolling bank that can be carried over from year to year, the ~~time~~ in the bank is not paid out at the end of any year. However, if the employee moves to another classification, the time remaining in the bank will be scheduled as time off before the employee moves to the new classification. If that is not possible, the time will either be paid out or, if the employee is moving to another bargaining unit position, transferred to the employee's overtime bank as established in article 10 of the collective agreement (on an hour for hour basis). If the employee leaves their employment with NB Power Distribution & Customer Service, any time in the bank will be scheduled as time off and if that is not possible, paid out to the employee.

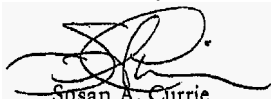
The other issue we discussed deals with the circumstances under which the employer will provide a meal allowance for these employees. Under the current collective agreement, employees receive meal allowances as a result of travel outside of their normal hours of work or when they work a certain amount of unscheduled or call out overtime. The extra hours these employees are working (including travel time) will not be eligible for overtime or travel time meal allowances. However, as approved by their manager on a case by case basis, employees will be permitted to submit an expense claim for meals when they are having a business meal with a client. As well, when these employees are required to be away from home overnight as a result of travel on behalf of their employer, they will be compensated for meals in accordance with articles 12.01(e) (ii) and 12.03.

In addition, given that responding to client demands often results in last minute, unscheduled extensions to the employee's day, we have agreed that in the following circumstances, an employee in this classification will be entitled to one meal allowance, at the rate (currently \$14.50) set out in article 11 of the collective agreement:

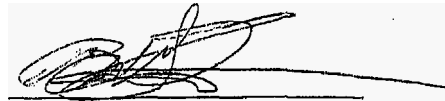
- An employee's day is unexpectedly extended to accommodate a client's request for a meeting;
- The employee was not aware of the change in schedule prior to the start of their work day; and
- The extension to the work day results in the employee returning home after 7:00 p.m.

The provisions in this letter regarding meals will be effective January 1, 2006. All other terms will be effective the date of signing. This agreement remains in effect until the expiration of the collective agreement unless either party to this agreement cancels the agreement with thirty (30) days written notice. Please signify your agreement as indicated below.

Yours truly,



Susan A. Currie
Director, Labour Relations



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

cc T. O'Hara
Regional Managers
Managers of Engineering
S. Desrosiers
V. Fowler



Énergie NB Power

August 22, 2006

Ross Galbraith
Business Manager
I.B.E.W., Local 37
138 Neil St.
Fredericton, N. B.
E3A 2Z6

Dear **Ross**:

Re: Salary Treatment for Permanently Accommodated Employees

As discussed, article 8.02 (b) of the collective agreement indicates that employees who are assigned to a lower rated classification as a result of re-evaluation of their classification, reorganization or return to work from LTD or WCB, will have a period of adjustment to their salary rather than dropping immediately to the rate of the new classification. However, there is **nothing** to cover the situation of an employee with a chronic medical condition who is **no** longer able to do their job and requires a permanent accommodation in a different classification, unless they have more than 25 years of service (article 8.02 (c)). We have recently had a couple of situations where the employee was assessed as requiring permanent accommodation and we were able to accommodate ~~them~~ prior to going on LTD, but under the current collective agreement their salaries would immediately be reduced to the *top* of the wage range of the lower paid classification.

Therefore, we have agreed that where an employee can no longer fulfill the functions of their current classification as a result of a bona fide medical condition that requires permanent accommodation and they are re-assigned to a lower rated classification, we will treat their compensation in accordance with article 8.02 (b) of the collective agreement.

Please signify your agreement by signing as indicated below.

Yours truly,

Susan A. Currie
Director, Labour Relations
NB Power Distribution & Customer Service

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

cc: S. Desrosiers
C. Volpe
V. Fowler

December 14, 2006



Énergie NB Power

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

Dear Ross:

RE: Emergency Restoration of Power/Neighbouring Utilities
Out of Province Assignment of Employees in the Linetrade

The collective agreement contains a number of provisions outlining the terms & conditions of work for employees in the linetrade who are assigned to work outside of the province to assist neighbouring utilities restore power. The parties met recently to clarify some issues and as a result, have agreed to the following:

Corporate Cell Phones:

- Cell phones may be provided for work-related communication. However, given the long hours worked, the difficult conditions under which employees are working and the recognition that employees need to have a convenient method to contact their families; in addition to the per diem allowance identified below, employees may initiate or receive personal phone calls on the corporate cell phone for **up to fifteen (15) minutes** per day while they are working or travelling out of province. The employee will reimburse the Corporation for any additional charges to the Corporation for personal calls.

Meals & Other Incidental Expenses:

- The parties have agreed to the following **as** full compensation for meals and incidental expenses while travelling and working outside of the province for emergency restoration of power for other utilities:
 1. employees will be entitled to a \$50 per diem allowance for each day that they are working or traveling outside of the province. The employee will receive \$20 in local currency each day that they are out of the province and the remaining \$30 per day (in Canadian currency) will be submitted as an expense claim when they return to their operating centre;
 2. the parties discussed the fact that the Corporation may have little control over the provision of meals and accommodation when employees are working out of province. However, the Corporation agrees to make every effort **to** ensure that employees are provided with a hot, sit-down meal before **the** workday begins and at the end of the workday. Food will also

be provided during the workday for lunch and breaks. Employees should understand that given the working conditions, food provided during the workday for lunch or breaks may consist of sandwiches, fruit, soft drinks and snack items;

3. no other payments for meals and/or incidental expenses **will** be made.

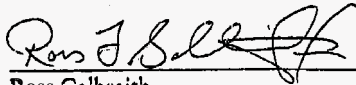
Where there is a difference or conflict between the provisions in the collective agreement and/or a corporate policy and this agreement, the terms of this agreement will prevail.

Please signify your agreement by signing as indicated below.

Yours truly,



Susan A. Currie
Director, Labour Relations
NB Power Distribution & Customer Service



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

cc Regional Managers
Managers of Operations
H. MacLean
S. Furrow
S. Desrosiers
A. Allen
C. Murray



May 3, 2007

Énergie NB Power

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

Dear **Ross**:

RE: Grand Manan and Deer Island

As a result of the unique circumstances on Deer Island and Grand Manan, the parties have agreed to the following to compensate the CSR on Deer Island and to provide replacement coverage for the Islands. The CSR on Deer Island is responsible at all times to respond to situations on the Island and will be required to be "on call" year round. As a result, he **will** be required to maintain his residence on Deer Island and receive 10 hours pay at his normal hourly rate each week for being "on call". Article 10.08 c) of the collective agreement **will** not apply. As well, in addition to his vacation, we have agreed to provide a replacement for him for a maximum of 10 weekends per year.

In order to arrange for coverage on Deer Island and Grand Manan, we agree that replacements for employees assigned to the Islands will be compensated as follows:

- employees required to stay overnight on either Island will be paid eight (8) hours at the prevailing overtime rate for Saturday, Sunday or a Statutory Holiday. This payment will cover any work done between 8:00 AM and 4:30 PM on these days, and no other payment will be made;
- employees will receive their normal hourly rate for coverage during their normal hours of work (i.e., Monday to Friday);
- on-call will be paid as per article 10 of the collective agreement and any call outs (other than those between 8:00 AM and 4:30 PM on Saturday, Sunday or a Statutory Holiday) **will** be paid as per the collective agreement;
- accommodation and meals will be paid as per corporate policy.

Please signify your agreement as indicated below.

Yours truly,



Susan A. Currie
Director, Labour Relations



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

cc Arnold Irving



May 22, 2007

Énergie NB Power

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

Dear Ross:

RE: Working Conditions/Out of Province Storm Restoration

During the recent storm restoration efforts in Maine, some of our employees had concerns about accommodations and the arrangements that had been made for payment of expenses. As a result, we indicated that we would address those concerns; in particular, making sure that employees are aware of the working conditions that are likely to exist when they volunteer to participate in these activities.

The following outlines the conditions that an employee should expect when working in out of province restoration situations. As always, there may be unusual circumstances that we have not anticipated, but in general, the following should be expected in the majority of situations:

1. **Paying for Expenses:** employees should not expect to pay for their accommodations, meals and fuel for the vehicles. NB Power's coordinator and the supervisors traveling with the crews will be provided with credit cards so that they can pay for these expenses. As per our earlier letter of agreement, employees will also receive a per diem in local currency to offset other personal expenses and will be provided with a 15 minute phone call per day using a corporate cell phone;
2. **Compliance with NB Power Standards:** while working in other jurisdictions, employees will comply with NB Power's Safety Standards, including the standard setting out our safe hours of work;
3. **Supervisory Responsibilities:** NB Power's operations coordinator will be the point of interaction with the utility to which we are providing assistance and will be responsible for dealing with issues involving the other utility and with providing the travel plan to and from the other jurisdiction. Travel plans (particularly where they involve border crossings) will not be deviated from without the coordinator's approval. The day to day oversight and direction of the work will be provided by the supervisors traveling with the crews and they will deal with the same issues that they would be responsible for under normal operating conditions (hours of work, payment of expenses, collective agreement issues, performance issues, enforcement of health & safety rules and compliance with standards, etc.);

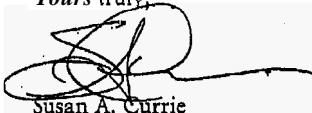
4. Accommodations: as has been the normal practice in Nova Scotia, P.E. I., Quebec and Maine during other restoration efforts, accommodations are provided by the utility that requires our assistance. When accommodation is provided in hotels or motels, employees should expect that they may be required to double up and have two employees per room, depending on our mutual assistance agreement with that utility. In addition, there is no guarantee that an employee's preference for a non-smoking or smoking room can be provided. However, while we will try to pair up smokers and non-smokers, if that is not possible and a non-smoking employee is sharing a room with a smoker, the employee who smokes will not be permitted to smoke in the room, even if the hotel has designated it as a smoking room.

While this is not an all inclusive list, I believe it covers the major areas of concern that have been identified. Employees in the line trade will be provided with copies of this letter so that they can make an informed decision about whether they would like to volunteer to be on the out of province storm list. While NB Power retains the right to assign employees to provide emergency power restoration to other utilities, as per article 10.09 of the collective agreement volunteers will continue to be sought prior to selecting employees for such efforts.

One of the issues that you raised on behalf of your members was their concern that the out of province provisions for accommodations would become a practice in-province as well. However, as we discussed, we intend to continue to provide employees who travel with individual rooms under normal operating conditions. The only deviation from this might occur in an emergency situation where single accommodation was not available.

If you have any further questions or concerns, please give me a call.

Yours truly,



Susan A. Currie

Director, Labour Relations

cc PLTs, CSRs, Lead PLTs & Foremen
Regional Managers
Managers of Operation
Operations Supervisors
Harry MacLean
Suzanne Desrosiers



Énergie NB Power

May 25, 2007

Mr. **Ross** Galbraith
Business Manager
I.B.E.W., Local 37
138 Neill Street
Fredericton, NB
E3A 2Z6

Dear **Ross**:

RE: passports – St. Stephen Operating Centre

Given the unique location of Campobello Island, employees in the St. Stephen Operating Centre are required to travel through the United States to provide service to our customers on the island. We understand that by the end of the year, the American government will require individuals who are crossing the border to have a valid passport to enter the United States. As a result, the Employer will reimburse the cost of obtaining and renewing passports for employees who are required to have a passport to provide service to Campobello as part of their normal work.

Please signify your agreement as indicated below.

Yours truly,

Susan A. Currie
Director, Labour Relations

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

cc Arnold Irving



Énergie NB Power

November 1, 2007

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

Dear **Ross**:

Re: Reinstatement of Short Term Sick Leave Benefits

To be aligned with the Employment Insurance Premium Reduction Program in which the NB Power Group participates and for consistency across the companies, the members of the Joint Well-being Advisory Committee and Joint Benefits Advisory Committee have been reviewing the process for reinstating short term sick leave for employees who have exhausted their entitlement to these benefits (currently 15 weeks).

We will continue our present method of calculating the entitlement for reinstatement. An employee who has been coded as *productive for 30 consecutive calendar days* will receive full reinstatement of short term sick leave. This will automatically be calculated by time entry. The chart for time codes and reason codes are attached as Appendix "A" to this letter of agreement

Please signify your agreement by signing as indicated below.

Yours truly,

Susan A. Currie
Chief Corporate Negotiator
NB Power Group of Companies

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

cc Joint Benefits Committee Members
CHROs

Appendix "A"

Time Codes

The following time codes are considered productive or non-productive:

Time Code	Description	Productive	Non-Productive
01	Regular Time	✓	
50	Vacation	✓	
51	Stat Holiday*	✓	
61	Banked Time Off	✓	
70	Paid Leave	✓	
52	Sick		✓
53	Sick 2/3		✓
63	Sick WCB		✓
88	Unpaid Absence**		✓

NOTE: This chart does not include all time codes

"Statutory holiday (code 51) will not count as sick leave for the purposes of calculating the employee's use of short term sick leave.

** Exception: Reason SDO (Scheduled Day Off) will be considered productive. See Reason chart on the following page.

*** Lenjency Day: Time Code 52 for a maximum of one occurrence will be paid at 100% during the 30 consecutive days following expiration of sick credits. It will be deducted from the full entitlement at reinstatement. Example: If full entitlement is 75 days, it will be reduced by one day (74 days) at reinstatement.

*** Part-Time and Term Seasonal employees: Short Term Sick Leave managed manually. An employee who has been coded as productive for 30 consecutive calendar days will receive reinstatement of prorated short term sick leave.

Reason Codes
Time Code 70 and 88

Time Code	Reason Code	Description	Productive*	Unproductive
70	ACC	Accident at	✓	
	BER	Bereavement	✓	
	EMR	Emergency	✓	
	FAM	Paid Family	✓	
	FLO	Floater Day	✓	
	FLT	Flex Time	✓	
	HEA	Heal	✓	
	HEE	Heal	✓	
	JUR	Jury Duty	✓	
	MED	Medical	✓	
	PAT	Paternity	✓	
	PDP	Paid With	✓	
	RES	Rest Pay	✓	
	SCL	Schedule	✓	
	SEC	Non Union	✓	
	SUM	Summer	✓	
	TRN	Training	✓	
UNI	Union Leave	✓		
VOL	Voluntary	✓		
88	NPR	Unpaid No		✓
	PER	Unpaid With		✓
	SDO	Schedule Day	✓	
	SUS	Suspended		✓
	UFL	Unpaid Family		✓
	WCB	Unpaid WCB		✓



January 9, 2008

Energie NB Power

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

Dear Ross:

RE: Family Leave and "Floater" Day
NB Power Transmission and Distribution & Customer Service

In our previous **collective** agreements for these Mo bargaining units, we had paid family leave for **ASRs**, and in the **extension** agreements we had a "floater" day for **all** employees. During negotiations for our new collective agreements, the parties have discussed the elimination of the "floater" day and an entitlement to paid family leave for all employees.

If these provisions are agreed to, they **will** provide a minimum of **sixteen (16)** hours of family leave for all employees and **two (2)** shifts, or **twenty-four (24)** hours, for some shift employees. We are anticipating that we will have a tentative agreement in the near future which, once ratified and implemented, will provide these **new** entitlements for 2008. However, the old collective agreements remain in effect until that date and some employees are asking whether they can use the "floater" day in 2008. It is not our intention to have employees receive the benefit of both the "floater" day and the new family leave provisions in 2008.

As a result, we have agreed that once we have new collective agreements in place for the two bargaining units, **any** employee who has taken all or part of their "floater" day **will** have those hours deducted from their entitlement to paid family leave for 2008.

Please **signify your** agreement as indicated below.

Yours truly,

Susan A. Currie
Chief Corporate Negotiator
NB Power Group of Companies

Ross Galbraith
Business Manager
I.B.E.W. Local 37

cc C. Murray
V. Fowler



Énergie NB Power

January 10, 2008

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

Dear Ross:

RE: Team Based Resourcing

As you are aware, on October 1, 2007, as part of its HR Strategy, the NB Power Group of Companies implemented Team Based Resourcing (TBR) as its process to fill positions within the organizations making up the Group. While the Union participated in the committee overseeing the development and implementation of the process, there continue to be some concerns related to the impact that this will have on the Union's members.

It is the Employer's view (which the Union reserves the right to dispute at a future date), that TBR is not an internal bid process under article 17 of the collective agreement; essentially it is an appointment process that falls within the Corporation's discretion (referenced in article 17.07 a) and corporate policy). And while there is an internal inquiry procedure (similar to the former appeal process for job bids) that is part of the TBR process, it is the Employer's position that, apart from the commitments set out in this letter, there is no access to the grievance procedure and the TBR process would be outside of an adjudicator's jurisdiction,

However, given that our Partnership with Labour is also part of the HR Strategy, we have made a number of commitments to the Union and its members about the application of TBR to positions in the bargaining units. As a result, we have committed that in two years, we will do a formal joint review of the TBR process, including our experience and any concerns with the Pathfinder assessments. To deal with emerging issues, we have set up a joint TBR process review committee with representatives from each of the operating companies to deal with issues as the process is implemented. We have also agreed that if the committee cannot resolve an issue, it will be brought to the Inter-company labour/management committee for discussion.

You also indicated that some employees are still not comfortable with the outcome of their Pathfinder analysis. As a result, we suggested that if an employee is still uncomfortable after they have had their "one on one" sessions, they will meet and discuss their concerns with the Chief Human Resources Officer for their company. And, if necessary, an additional session will be provided to review their results and concerns. As the process is implemented, employees will have more opportunity to become familiar with it. We have also committed that when a position is being filled and a team that we

want to balance (or enhance) is identified, employees who are members of that team (or representatives if the team is a large group) will be allowed to participate and provide input,

In addition, you asked for some specific commitments that are related to your members' current rights as part of the internal bid process in the collective agreement. Those commitments are set out below and as part of this letter of agreement will be subject to the grievance process and adjudication. Specifically, the Parties agree that:

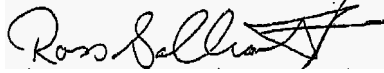
1. the Corporation will provide forty-eight hours "notification of intent to search" to employees when filling a job;
2. if more than one appropriate candidate is identified during the search process, subject to **any** obligation to fill an equity/diversity opportunity, seniority under the relevant collective agreement will govern. And if seniority is identical, service will be the deciding factor.

Please signify your agreement by signing **as** indicated below.

Yours truly,



Susan A. Currie
Chief Corporate Negotiator
NB Power Group of Companies



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

150



Énergie NB Power

January 10, 2008

Mr. **Ross** Galbraith
Business Manager
I.B.E.W., Local 37
138 Neill Street
Fredericton, N. B.
E3A 2Z6

Dear **Ross**:

RE: Team Based Resourcing -- Potential Grievances

As you are aware, on October 1, 2007, as part of its HR Strategy, the NB Power Group of Companies implemented Team Based Resourcing (TBR) as its process to fill positions within the organizations making up the Group. While the **Union** participated in the committee overseeing the development and implementation of the process, there continue to be **some** concerns related to the impact that this will have **on** the Union's members.

We have had a number of discussions about the TBR process and about how we will handle any concerns about the process that may be raised by the Union and/or its members. In particular, you asked for a written **commitment** that, if an individual or the **Union** decides to file a grievance and the **Union** **seeks** a waiver of the time limits (for a period of up to six months) to proceed with the grievance, that the Employer will grant that waiver. This would give the Union the opportunity to see how the implementation process goes without adversely affecting the right to file timely grievances if there are concerns. During our discussion, I confirmed that we would agree to the Union's request. While we make no commitment as to our position about whether the grievance would be viable or within an adjudicator's jurisdiction, we will **commit** that if the **Union** **asks** us to waive the time limits that we will agree to that request. If you have any further concerns or questions, please give me a call.

Yours truly,

Susan A. Currie
Chief Corporate Negotiator
NB Power Group of Companies

cc P. Theriault
CHROs



Énergie NB Power

February 28, 2008

Ross Galbraith
Business Manager
I.B.E.W., Local 37
138 Neill St.
Fredericton, N. B.
E3A 2Z6

Dear Ross:

Re: Distribution System Operator Apprenticeship Program

A couple of years ago, we reviewed our apprenticeship programs and salary ranges. At the time, as the apprenticeship program for the Distribution System Operator (DSO) takes three years to complete, we established a salary range for the Apprentice DSO with three steps and a range with two steps for the certified DSO.

However, we did not provide for those employees who require a period of orientation prior to being indentured in the apprenticeship program. For those employees, there is a six month orientation program that takes place prior to their indenture. As a result, we have agreed that during that period, employees in the orientation program will be paid at a rate which is 80% of step "A" of the Apprentice DSO rate. Upon completion of the orientation program and indenture into the apprenticeship program they will be paid at step "A" of the Apprentice DSO rate.

Please signify your agreement by **signing** as indicated below.

Yours truly,

Susan A. Currie
Chief Corporate Negotiator
NB Power Group of Companies

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

cc V. Fowler
D. Baxter



Énergie NB Power

February 28, 2008

Ross Galbraith
Business Manager
I.B.E.W., Local 37
138 Neill St.
Fredericton, N. B.
E3A 2Z6

Dear Ross:

Re: Banked Overtime – Transition to a Fiscal Year

In our new collective agreement, we have changed the administration of our overtime bank (article 10.07) from a calendar to a fiscal year. As a result, if an employee has not used their banked time credits by the end of the fiscal year (March 31st), the credits are either paid out or transferred to an RSP.

Given that we will be signing this new agreement before March 31, 2008, we have decided to treat 2008/2009 as a transition year. As a result, the contribution year for article 10.07 on this one occasion will be from January 1, 2008 to March 31, 2009. The contribution limits set out in article 10.07 will remain the same and there will be no payout or transfer to an RSP at the end of March 2008.

Please signify your agreement by signing as indicated below.

Yours truly,

Susan A. Currie
Chief Corporate Negotiator
NB Power Group of Companies

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

cc V. Fowler
V. Thurrott



February 28, 2008

Énergie NB Power

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

Dear Ross:

RE Customer Interaction Centre – Article 8.02 a) vii)

During our recent negotiations, we agreed to remove the following section from article 8.02 a) of the previous collective agreement:

- vii) **Salary fix:** as a result of the changes in scheduling for the Customer Contact Centre, the removal of the paid lunch and adjustment of the shift differential, ASRs who are working the full shift schedule on the date of ratification of this agreement will receive a salary fix of \$0.35 per hour. As well, they will be entitled to eight (8) hours of paid family leave per year in addition to the family leave established in article 13 of this agreement. This salary fix and the additional family leave will apply to these individuals only, not to the rate for the ASR classification. It will not apply to any future employees who go on the shift schedule after the date of ratification of the agreement. When one of these employees is no longer working this shift schedule (except for temporary assignments to other work or alternative hours that do not include shift work), they will no longer be entitled to the salary fix or to the additional family leave. During temporary assignments as described above, the salary fix will be suspended and the additional family leave will be pro-rated until the employee returns to the shift schedule.

However, we also agreed that employees who were receiving the benefit of this article of the collective agreement on the date of signing the collective agreement would continue to receive those benefits until they were either provided with a permanent day shift assignment on the shift schedule or they refused an opportunity to be assigned to a permanent day shift assignment. A list of the names of the employees who are affected by this letter of agreement is attached.

Please signify your agreement as indicated below.

Yours truly,

Susan A. Currie
Chief Corporate Negotiator
NB Power Group of Companies

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



February 28, 2008

Énergie NB Power

Mr. **Ross** Galbraith
Business Manager
I.B.E.W., Local 37
138 Neill Street
Fredericton, NB
E3A 2Z6

Dear Ross:

RE: Article 17 - Definition of "Classification" for ASRs

The Collective Agreement uses an employee's "classification" for the purposes of identifying employees for layoff and bumping. During negotiations, the Parties agreed that "Administrative Support Representative" (ASR) is a classification for the purposes of establishing a level of compensation. However, as there are numerous categories of work responsibility classified as an "ASR", the classification is an inappropriate method of defining layoff, bumping and rehiring rights as a result of the differences in qualifications and ability required to perform those responsibilities.

The following groups of work were identified as providing sufficient similarity in responsibilities that ASRs in each classification (ASR II, ASR III, ASR IV, ASR V; ASR II/III or ASR III/IV) are assumed to be qualified to bump or be rehired in their classification within each work group:

1. ASRs in the Customer Interaction Centre
2. ASRs in Field Operations in the Regions
3. ASRs in Finance
4. ASRs in Human Resources

All other ASR positions will be considered as separate classifications for the purposes of article 17 of the agreement and employees will have to demonstrate that they possess the necessary qualifications and ability before being entitled to bump into or be rehired for these positions. If employees have worked in other ASR positions besides their current position, they will be entitled to bump into former positions in the ASR classification in accordance with the terms of article 17 of the agreement.

Please signify your agreement as indicated below.

Yours truly,

Susan A. Currie
Chief Corporate Negotiator
NB Power Group of Companies

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



Énergie NB Power

February 28, 2008

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

Dear Ross:

RE: Provision of Clothing for Meter Readers

As per article 18.03 d) of the Collective Agreement, all meter readers will be provided with clothing for work as follows:

	Initial Issue	Year 1	Year 2	Year 3	Year 4	Year 5
Shirts						
T- Shirts	10	5	5	5	5	5
Golf Shirts						
Turtleneck						
Sweat Shirt						
Pants	4	2	2	2	2	2
Shorts	2	1	1	1	1	1
Fleece Vest	1		1		1	
Rain suit	1		1		1	
Winter Jacket	1			1		
Hats	3	2	2	2	2	2

Employees will receive their "initial issue" upon assignment to a meter reader classification and then proceed through "year 1", "year 2", etc. in subsequent years. Upon date of signing of the collective agreement, if employees received their "initial issue" under the previous collective agreement, they will receive the entitlement for "year 1" in 2008. If the current collective agreement is extended beyond the period of five years, employees who receive their "year 5" entitlement in 2012 will begin over with "year 1" in 2013.

Please signify your agreement as indicated below.

Yours truly,

Silvan Goussard, Negotiator

NB Power Group of Companies

cc Business Managers

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



February 28, 2008

Énergie NB Power

Susan A. Currie
Director, Labour Relations
NB Power Distribution & Customer Service
515 King Street
Fredericton, New Brunswick
E3B 4X1

Dear Susan;

Re: CUSTOMER ~~INTERACTION~~ CENTRE
PERFORMANCE MONITORING/RECORDING

NB Power Distribution and Customer Service and Local 37 of the International Brotherhood of Electrical Workers recognize the need to balance the legitimate business, needs for the highest quality of customer service with employee concerns for workplace privacy.

The parties agree to the following Performance Monitoring/Recording Guidelines:

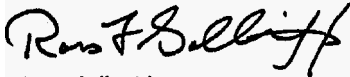
1. Employees will receive written advance notice that customer contacts will be subject to performance monitoring/recording.
2. Employees will be advised that the intent of performance monitoring/recording is to ensure and maintain **quality** customer service and to **assess** employee development needs.
3. Specific performance monitoring/recording guidelines will be established and employees will be informed of such guidelines.
4. Performance related information obtained as a result of performance monitoring/recording will be used for coaching, mentoring and training purposes, and will be kept strictly confidential, except **as** provided in sections 7 and 8 below.
5. Performance monitoring/recording results will be averaged to ensure that an employee is not adversely affected by the evaluation of a single contact, except **as** stated in section 7, below.
6. The overall results of performance monitoring/recording **will** be shared with the employee for developmental purposes with emphasis on recognizing employee strengths and encouraging employees to challenge themselves to improve performance where needed. Overall performance observations and feedback will be frequently (e.g., weekly) and consistently communicated to employees.
7. While the primary intent of performance monitoring/recording is to ensure and maintain quality customer service to assess employee development needs, **there** may be situations which require immediate **corrective/disciplinary** action. **Examples** of such situations include, but are not limited to:

- a) Revealing any customer, company or employcc information to an unauthorized person, as such action constitutes a breach of confidentiality and a violation of the Code of Ethics and POPIA.
 - b) Falsification of records or inappropriate handling of personal or customer accounts.
 - c) Inappropriate personal conversations or interactions with customers that are disrespectful, belligerent, profane or clearly violate other established standards for such contacts.
8. Information obtained through monitoring/recording can also be used to support disciplinary action for other performance issues, where standards and expectations have been communicated to employees and coaching has **not** resulted in the employee modifying their behaviour or meeting expectations. Employees will then be given notice that their calls will be monitored/recorded and may be used to support disciplinary action.

The union retains all contractual rights to challenge any disciplinary action taken by management as a result of monitoring/recording.

Please signify your agreement by signing as indicated below.

Yours truly,



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



Susan A. Currie
Chief Corporate Negotiator
NB Power Group of Companies



February 28, 2008

Énergie NB Bower

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

Dear Ross:

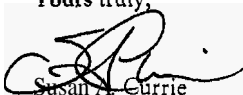
RE: Employees Moved in 2004 from NB Power Holding Corporation to D&CS

During the current round of collective bargaining, we discussed the situation of those employees who in December of 2004 changed employers from NB Power Holding Corporation to NB Power Distribution & Customer Service Corporation. At that time, a number of non-union employees whose classifications were in the Corporate & Business Unit Services group were moved into the Distribution & Customer Service Operational group and became members of the bargaining unit (see attached letter of December 7, 2004 listing the employees affected, their classifications and their terms and conditions of work). As a result, we provided that transitional letter to allow them to remain in their pay bands (with general increases as per the collective agreement) and retain their hours of work, until we had an opportunity to address the issue during negotiations.

After considering this matter we have agreed that those employees remaining in this group will continue to receive the benefits of the letter of agreement that we signed in 2004 for their hours of work and wages. As a result, effective the date of signing of the collective agreement, the provisions of the new agreement **will** apply to employees who continue to be covered by that 2004 letter of agreement, with the exceptions set out in that letter of agreement for hours of work and wages. The provisions concerning seniority and progression are no longer applicable.

Please signify your agreement by signing as indicated below.

Yours truly,



Susan A. Currie

Chief Corporate Negotiator
NB Power Group of Companies



Ross Galbraith

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

cc V. Fowler

December 7, 2004



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

Dear Wade:

RE: Employees Moving from Corporate to D&CS Operational Bargaining Unit

As discussed, on December 17, 2004 employees will be changing employers from NB Power Holding Corporation to NB Power Distribution and Customer Service Corporation. At that time, a number of non-union employees whose classifications are currently in the Corporate & Business Unit Services group will be moved into the Distribution & Customer Services Operational group and will become members of the bargaining unit. Those classifications and the employees residing in them are:

Acct Financial Planning
Acct Fixed Assets
Acct Fixed Assets/Capital
Acct General CS
Admin Capital Projects
Admin Scada/EMS Distribution
Agent Right of Way II
Agent Right of Way III
Analyst Admin I
Analyst Admin II
Analyst Admin Sr

Analyst Admin Telephony & QA
Assistant Administrative
Auditor Senior
Buyer
Buyer Contracts
Buyer Sr
Co-ord Fleet Technical
Co-ord Meter Reading & Billing
Expediter II
Officer Training CS
Planner Supply
Spec Marketing Planning
Spec Training Contact Centre
Spec Fleet Maintenance
Supervisor Administration Services

/ ... 2

On December 17th, the provisions of the collective agreement, with the following exceptions, will determine the terms and conditions of work for these employees:

Hours of Work: Currently, the only employees in classifications in this group that work a 40 hour week are ROW agents, the Senior Admin Analyst in the CCC, Analyst Admin Telephony & QA, Co-ordinator Fleet Technical and Specialist Fleet Maintenance. Employees in the other classifications work 36.25 hours and we have agreed that until the expiration of the collective agreement, these individuals will continue to work 36.25 hours while they remain in these classifications. As a result, Article 9.02 (a) of the agreement is amended to reflect this agreement for these individuals. Their normal hours of work will continue to be 7.25 hours per day, with a one-hour unpaid lunch break, Monday through Friday, resulting in a 36.25-hour workweek. The workday will be 8:15 a.m. to 4:30 p.m., unless the hours of work are altered as per the terms of the collective agreement. New employees appointed to these classifications will work 40 hours per week, as per the terms of the collective agreement.


Wages: The hourly rates set out in Appendix "A" of the collective agreement were established using a 40-hour work week as their base. For those employees currently working a 40-hour workweek, their hourly rate is above the maximum of the range of equivalent classifications in the bargaining unit. The ranges in Appendix "A" are also not appropriate for employees working a 36.25-hour week, unless there is an adjustment to their hours of work. As a result, the parties agree that employees currently occupying these positions will continue to be compensated within the salary band to which they are assigned (see Appendix "A1" attached). The cost of living increase set out in the collective agreement for January 1, 2005 will be applied to the salary band. As there are no defined steps in the salary band, when an employee reaches their anniversary date, they will receive a merit increase in accordance with the non-union policy (i.e., 5% of the top of the band), unless article 8.03 (b) applies (i.e., satisfactory performance and progress are not shown). During our next round of collective bargaining, we will discuss the hours of work for these individuals and a process for incorporating them into the appropriate unionized salary range. However, effective December 17, 2004, a salary range for each classification will be established in accordance with article 8.02 (a) (i) and new employees appointed to these classifications will be paid in accordance with that salary range (see Appendix "A1").


Seniority: The provisions of article 17.01(c) of the agreement will apply to employees in new classifications being incorporated into the bargaining unit. Employees in classification's that are currently in the bargaining unit will be treated in accordance with the other provisions of article 17.

Progression: Article 8.03 (f) will be amended to include Right of Way Agent III as a classification to which there is no automatic progression.

Please signify your agreement by signing as indicated below.

Yours truly,


Susan A. Currie
Director, Labour Relations


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

cc R. Ouellette
V. Fowler



Énergie NB Power

February 28, 2008

Ross Galbraith
Business Manager
I.B.E.W., Local 37
138 Neill St.
Fredericton, N. B.
E3A 2Z6

Dear Ross:

Re: Period of Rest and Overtime

During the previous collective agreement we had a number of grievances related to the issue of period of rest and overtime rates. Typically, the scenario involved an employee in the line trade who was on call, worked during the overnight hours, was on period of rest the following day and then on call the next night. **As** the employee was on their period of rest from 08:00 to 16:30 and on call that night starting at 16:30, they are required to pick up the truck by 16:30 *so* that they can respond to calls. When they picked up the truck, they were often assigned work to do and as it was assigned before 16:30, we have treated it **as** extension overtime and the employee is paid at the prevailing overtime rate (code 31 - overtime 1.5).

The employees who grieved indicated that, as they were on their period of rest they felt that they should be paid a **call** out. The grievances did not proceed as both parties agreed that article 10.06 is intended to provide a period of rest for employees with no **loss** in regular pay, but is not intended to generate call outs when employees are assigned work before 16:30. While we have not changed the language in the collective agreement, we agreed to provide this letter of agreement to clarify the parties' understanding of this situation.

Please signify your agreement by signing as indicated below.

Yours truly,

Susan A. Currie
Chief Corporate Negotiator
NB Power Group of Companies

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



Énergie NB Power

February 28, 2008

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

Dear Ross:

RE: Distribution of Planned Overtime Work - Linetrades

The Parties agree to the following principles for the equitable distribution of planned overtime work within each Operating Centre. Planned overtime is scheduled overtime work that is to be performed outside of a normal or alternative work day. Planned overtime does not include emergency work, trouble calls or reconnects, disconnects and such routine work that is performed as an extension to the work day and is normally assigned to employees who are on call.

In the following planned overtime situations, priority will be given *to* the employees identified below before an employee from the planned overtime board in that Operating Centre is considered:

1. when overtime is required to complete an assignment which has been initiated by a crew, that crew will be given first preference for the overtime assignment;
2. when live line work is required, the Lead PLT normally assigned to perform live line work will be given preference (and if there is more than one Lead PLT who normally performs live line work, they will be asked in turn) and if the Lead PLT is absent, an employee who normally relieves in that position will be assigned. Other employees required for the assignment will be chosen from the planned overtime board;
3. when due to operational requirements there is a requirement for assistance for switching, the outlying CSR will be given first preference.

In other planned overtime situations, assignments will be made in accordance with the procedures set out for the planned overtime board in each Operating Centre.

Please signify your agreement as indicated below.

Yours truly,

Susan A. Currie
Chief Corporate Negotiator
NB Power Group of Companies

Ross Galbraith
Business Manager
I.B.E.W. Local 37



February 28, 2008

Énergie NB Power

Mr. **Ross** Galbraith
Business Manager
I.B.E.W., Local 37
138 Neill Street
Fredericton, NB
E3A 2Z6

Dear **Ross**:

R E Retention Bonus for Power Line Technicians

In 2002, NB Power entered into a partnership with the NBCC to offer training for employees entering the Power Line Technician (PLT) apprenticeship program. As a result, individuals enrolling in that program were required to pay substantial fees to participate in the program.

Given our mutual desire to encourage the recruitment and retention of individuals in the line trade during a period when their **skills** are very marketable throughout North America, we agreed to establish a retention bonus to partially reimburse employees for their fees for the apprenticeship program.

As a result, employees who were enrolled in the PLT apprenticeship program through the NBCC, who were subsequently indentured and became employees of NB Power Distribution & Customer Service will be eligible to participate in the retention bonus program. Employees who remain employed in the line trade with NB Power Distribution & Customer Service will receive a bonus in the form of a lump sum payment according to the schedule set out below

- One year's service with D&CS after certification as a PLT: \$3,000.00
- Six years' service with D&CS after certification as a PLT: \$3,000.00
- Eleven years' service with D&CS after certification as a PLT: \$3,000.00

Please signify your agreement as indicated below.

Yours truly,

Susan A. Currie
Chief Corporate Negotiator
NB Power Group of Companies

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

cc S. Desrosiers V. Fowler



February 28, 2008

Énergie NB Power

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

Dear Ross:

RE: Power Line Designers/Alternative Hours of Work/Vehicle Usage

During collective bargaining it was recognized that employees in the Power Line Designer classification have a number of unique features that are characteristic of their work. Customers often wish to meet with them or contact them outside of their defined "normal" hours of work (8:00 to 16:30). In addition, with changes in technology, employees may not always be required to be in the office at the start or end of each day. As a result, notwithstanding the provisions in articles 9 and 10 of the collective agreement, the parties have agreed to the following to reflect these circumstances:

1. normal hours of work will continue to be eight (8) hours per day, five days per week (Monday to Friday) with a half hour unpaid lunch break and two (2), ten (10) minute paid work breaks. However, as determined by the employee (who will keep their supervisor informed of their schedule), the start and stop time for these hours for each work day may be adjusted within a window from 07:00 to 18:00 to provide enhanced service to our customers, and these adjusted hours will be considered the employee's "normal" hours of work;
2. contact with customers outside of normal hours is not considered overtime for the purposes of article 10 of the collective agreement as they are not at the request of the employer. However, to recognize the value of this contact with customers, employees will receive two (2) hours pay per week at the employee's normal hourly rate (code 30 - overtime 1.0), regardless of the actual time spent talking to customers. Compensation for actual overtime assigned to an employee will not be paid until the employee has worked more than forty-two (42) hours in a week;
3. where the technology is available and the employee can begin their work day from home (i.e., without travelling into the office at the start and end of the day), an employee may take their vehicle home as long as they live within the radius from their headquarters established for employees on an on call roster.

Either party to this agreement may cancel the agreement with thirty (30) days written notice to the other party. Please signify your agreement by signing as indicated below.

Yours truly,

Susan A. Currie
Chief Corporate Negotiator
NB Power Group of Companies

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

cc Engineering Managers V. Fowler



February 28, 2008

Énergie NB Power

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

Dear Ross:

RE: Trades Instructors
Compensation for Acting in Recurring Assignments

The Employer has an on-going need for employees to act as Trade Instructors to participate in the training of Apprentice Power Line Technicians. Typically, qualified line trade employees are asked to act in these temporarily created positions for six (6) to eight (8) months each year that we operate the training school. At one time, employees simply received relieving pay, but in 2003 we signed a letter of agreement for employees acting in Foreman Trainer positions that allowed them to receive relieving pay until they accumulated a year's service in the acting position and then they were placed on step in the wage range of the General Foreman. However, we did not create a similar letter for employees acting in the Trades Instructor position. As a result, in recognition of the recurring nature of these acting assignments and the desire to attract and retain experienced employees in the Trades Instructor role on a recurring basis, we have agreed to the following:

- When an employee has been relieving or acting in the position of Trades Instructor for an accumulated period of time of more than twelve (12) months they will no longer receive the compensation set out in article 8.04 of the collective agreement, **but** will be placed on a step in the range of the Trades Instructor classification.
- That step will be the next highest step to the acting rate they were receiving (i.e. their base plus acting pay). However, an employee will not be permitted to receive more than the top step of the Trades Instructor's range.
- If the employee continues to act in that position, they will proceed through the range of that position upon the completion of each successive cumulative twelve (12) month interval spent in the 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.
- Example: an employee assumes the role of Trades Instructor for six (6) month periods in two (2) successive years. The length of time spent acting in this position in each year (six (6) months) is accumulated and the next time the employee is asked to act in this position they will be placed on the appropriate

step in the Trades Instructor range. Following each subsequent cumulative twelve (12) month period, the employee will proceed to the next step in the range until the top step of the Trades Instructor classification is reached.

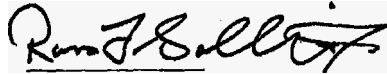
- Two employees (Rod Allen and **Marc Bastarache**) were offered acting positions as Trades Instructors under the Foreman Trainer letter **of agreement** and we have agreed **that** they will continue to receive the benefits of that agreement while new employees **who** agree to act as Trades Instructors will be covered by this agreement.

Please signify your agreement by signing as indicated below.

Yours truly,

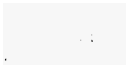


Susan A. Currie
Chief Corporate Negotiator
NB Power Group of Companies



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

cc: H. MacLean
V. Fowler





Énergie NB Power

February 28, 2008

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

Dear **Ross**:

R E Seniority for CTAS and DSO Employees

In 2003, the Central Telephone Answering Service (CTAS) and Distribution System Operations (DSO) moved from the Transmission Business Unit to the Customer Service Business Unit, which in 2004 became NB Power Distribution & Customer Service Corporation. As a result, the employees changed bargaining units and the parties to the collective agreements entered into letters of agreement (March 24, 2003 and May 9, 2003 respectively) to manage the transition. For the employees in both groups, the letters indicated their seniority would be calculated to include "... all time in their current trade classification in both the Transmission and Customer Service bargaining units". The collective agreement for Customer Service defines seniority as length of continuous employment in an employee's current classification (including minimum time in an apprenticeship program once the employee is certified).

However, the new collective agreement defines seniority as:

17.01 b) Seniority

Length of continuous employment in NB Power's Distribution & Customer Service Operational bargaining unit, in one (1) or more classifications (including time bridged as per article 17.01 c) and 17.02), shall be known as seniority.

17.01 c) Seniority Calculation for Period Prior to April 30, 2002

For the purposes of calculating seniority, employees who were employed in the Customer Service Operational Bargaining Unit on the date of signing of the previous collective agreement (April 30, 2002), will be credited with **all** of their continuous employment in a classification currently included in the Distribution & Customer Service Operational bargaining unit, from any of the former NB Power bargaining units represented by Local 37 (or its predecessors Local 2309 or Local 1733).

As a result, to honour the **intent** of the 2003 letters of agreement to give employees in these classifications (CTAS Agent, DSO, DSO Coordinator and Apprentice DSO) full credit for their seniority, if employees were employed in the Transmission bargaining unit in one of these classifications on April 30, 2002, they will be treated as if they were employed in the Customer Service bargaining unit at that time.

Please signify your agreement by signing as indicated below.

Yours truly,



Susan A. Currie
Chief Corporate Negotiator
NB Power Group of Companies



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

cc V. Fowler
B. Watson



February 28, 2008

Énergie NB Power

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

Dear Ross:

R E Technological Change

During negotiations for a new collective agreement, the parties to the collective agreement discussed the potential impact of implementing technological change. Both parties acknowledge that in the past, when reorganizations or downsizings have occurred, the parties worked together to try to resolve issues for affected employees and we expect the same spirit of co-operation to exist in the future if similar issues arise. As a result, in addition to our good intentions (as supported by our previous actions), we offered to provide this letter to outline some specific steps that we are prepared to take. In the event that, in the process of implementing technological change, the result is the potential lay off of one or more regular employees, the Corporation shall:

1. provide, as soon as reasonably possible, and not less than thirty (30) days' notice to the Union of the impending lay off of regular employees;
2. within seven (7) days of providing the aforementioned notice, meet with the Union to have meaningful consultation in regard to the impact of the plan and to explore methods to lessen the impact. As part of that process, the Union and the Corporation will explore opportunities to:
 - assess employees for other employment opportunities and work together to remove barriers so that employees can be re-assigned to other positions or classifications;
 - ensure that each affected employee has an opportunity to meet with a representative from Human Resources to discuss their situation;
3. in addition, if employees are laid off, the Corporation will make arrangements for career counselling and job search support.

Please signify your agreement as indicated below.

Yours truly,

Susan A. Currie
Chief Corporate Negotiator
NB Power Group of Companies

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



February 28, 2008

Énergie NB Power

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

Dear Ross:

RE: Customer Interaction Centre - Voluntary Leave

During our recent negotiations, while discussing the variety of leaves available to employees, it became apparent to us that a number of employees may not understand the challenges involved in balancing employee interest in voluntary leave and meeting our operational requirements. As stated in the policy:

- **This policy is designed to promote, encourage and support the granting of time away from work without pay to employees on a voluntary basis consistent with corporate operational requirements. The policy's primary focus is to provide opportunities for flexible working arrangements as well as rotational opportunities while achieving cost savings.**

While we want to encourage flexible working arrangements, it appears that some employees believe that the purpose of the leave is to supplement vacation and family leave and that the Employer will be able to manage whatever period of leave that an employee chooses to purchase each year. Given our operational requirements in the CIC and the difficulty we currently have meeting our objectives while managing multiple leaves, we discussed opportunities to communicate our concerns to employees.

As a result, we agreed to provide this letter to outline our intentions. Employees who are requesting significant periods of time away from work (to return to school, for a special vacation, etc.) should request approval of that leave from management prior to making arrangements with the Compensation department. For those employees who wish to purchase periods of leave to supplement vacation and/or family leave, supervisors will make every effort to schedule up to forty (40) hours of leave per employee each calendar year, subject to operational requirements. As always, scheduling vacation and family leave will be given preference over voluntary leave.

Yours truly,



Susan A. Currie

Director, Labour Relations
NB Power Distribution & Customer Service

cc Kelly Hill Valerie Fowler



Énergie NB Power

February 28, 2008

Ross Galbraith
Business Manager
I.B.E.W., Local 37
138 Neill St.
Fredericton, N. B.
E3A 2Z6

Dear **Ross**:

Re: Inclusion of Union Summary with Collective Agreement

As per your request, we have agreed to include a copy of the **Union's** summary of the tentative agreement (used during your information meetings prior to ratification) with the printed copy of the agreement that is distributed to employees. You indicated that **you** feel this **would** be helpful from a communications standpoint to highlight the changes between the former and the current agreement. However, both parties agree that while this will be included in the document, the summary is not part of the collective agreement.

Please signify your agreement by signing as indicated below.

Yours truly,

Susan A. Currie
Chief Corporate Negotiator
NB Power Group of Companies

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



Summary of the Tentative Agreement between NB Power Distribution and Customer Service and IBEW Local 37.

January 18, 2008

OVERVIEW

Local 37 has been bargaining with NB Power in order to negotiate a new collective agreement for all IBEW members in the "Distribution and Customer Service" (DISCO) Bargaining Unit.

The negotiating committee is pleased to announce the completion of bargaining. Improvements have been made to wages, employer retirement saving plan contributions, family leave, bereavement leave, salary protection, meal allowances, safety footwear allowance, benefit coverage during parental or adoption leave, and numerous other articles.

NEGOTIATING COMMITTEE RECOMMENDATION

Bargaining for the DISCO Collective Agreement is complete and your DISCO IBEW Executive Board members and Negotiating Committee are recommending unanimous membership acceptance.

Fraternally,

Ross Galbraith, Business Manager Steve Hayes, President Allan Porter, E-Board

Negotiating Team:

Mike Dunfield Ross Galbraith Wanda Hierlthy (E-Board)
Ted Robertson (E-Board) Don St. Pierre (E-Board) Phil Thomas

NOTE: Copies of the actual contract language and new pay rates will be made available to all union members before the ratification vote which is expected to occur on Wednesday, FEBRUARY 6th.

The following is a summary of the agreement:

Term of the Agreement - the new contract is a Five (5) year agreement in effect until December 31, 2012.

Wages - All employees will receive general wage increases as follows:

General Wage increases, all union employees (Art. 8.02 a)xi):

January 1, 2008 - 3%
January 1, 2009 - 3%
January 1, 2010 - 3%
January 1, 2011 - 3.5%
January 1, 2012 - 4%

Matching RSP contribution by NB Power - If an employee contributes to the NB Power group RSP through payroll deduction, NB Power will give the employee a matching contribution to a maximum of \$400 per calendar year. (Art. 14.03 b) During this contract, this provision will provide up to an additional \$1.2 Million of retirement savings for our members,

16 hours of Family Leave for all employees - All members of the bargaining unit will be entitled to 16 hours of paid family leave per year, which replaces the 8 hour floater day from the extension contract. Employees in DSO & CTAS on full shift assignment & "Floating" CTAS are entitled to two shifts (24 hours). Unused family leave can be used as personal leave, or a maximum of 16 hours can be carried over to the next year. (Art. 13.11)

Other Wage Adjustments / Classification Changes:

A.) **New pay structure for line trade classifications:** Effective Jan 1, 2008 all general increases and classification adjustments will be applied to the Power Line Technician classification with the ranges of related classifications automatically adjusted as follows:

Customer Service Representative (CSR):	5% above PLT
Lead Power Line Technician (LPLT):	8% above PLT
General Foreman:	12% above Lead PLT

NOTE: **Classification Adjustments** for the CSR and Lead PLT (5% and 8% above the May 2007 rate of PLT -- \$29.03) **will be retroactive to May 2, 2007**, the date of the PLT evaluation. (Art. 8.02 a) i)

B.) **Classification adjustments:** as a result of internal and external comparisons to other utility workers in Atlantic Canada the following classifications will receive, **in addition to the general increases above**, an extra adjustment as follows (Art. 8.02 a):

<p>Power Line Technicians April 1, 2010 – extra \$0.34 / hour April 1, 2011 – extra \$1.20 / hour</p> <p>Note: This adjustment is then applied to CSR, Lead PLT and General Foreman as per "A" above, so that they remain the fixed percentage above PLT.</p>
<p>Apprentice Power Line Technicians: The wage scale has been adjusted upwards so that it more closely reflects provincial guidelines. The top step of apprentice PLT will be maintained at 85% of the journey person PLT rate. There is also a Letter of Agreement on retention bonuses for apprentice PLTs from the NBCC program who work for DISCO. (Up to three \$3000 bonuses may be earned.)</p>
<p>Power Line Designers, Electrical Mechanics and Engineering Assistants: The wage rate for these classifications will be adjusted upwards and made equivalent to the CSR rate on Jan. 1, 2008. From then on, general increases are applied, but not future PLT wage adjustments. PLDs will also receive an extra 2 hours pay per week for incidental, after hour contact with customers. For current employees classified as Engineering Assistants on the date of signing, an additional \$0.50 per hour, as a salary fix, will be applied during the term of the agreement.</p>
<p>Engineer I-IV: The number of steps to reach the top step of this classification has been reduced from nine to seven. This increases the intermediary rates but not the top step.</p>

C.) **New Classifications:**

<p>Tester, Protective Equipment Test Lab and Tester, Protective Equipment Field: These two classifications will be implemented following the development of a certification program for the employees currently working in the protective equipment test lab. They will earn 5% extra responsibility pay for a maximum of two years while they are developing the certification program.</p>
<p>"Floating" CTAS Agent: Two "Floating" CTAS Agent positions will be created with a maximum rate of one step (5%) above the ASR III/IV. They will be used to fill in for absences within the CTAS group and will work in the CIC when not doing so.</p>

OTHER ARTICLES

ARTICLE 8: "Wages"

- Increases, wage adjustments and classification changes as listed earlier are detailed in Art. **8.02 a)**
- No Bargaining Unit classifications will be evaluated during the term of this collective agreement. (Art. **8.02 a) xii)**
- **Salary protection** - improve the existing provision so that if assigned to a lower rated classification, employees who are 50 years or older, or have 25 years of service at the time of the reassignment, will have their wage rate frozen for five (5) years before being reduced over two years to the wage rate of the lower paid classification. (Art. **8.02 b)**
- Temporarily created positions (allowing a member to receive acting pay) may be created by the employer after five or more days rather than twenty days. In addition, during emergencies the employer may create temporary Lead PLT or Foreman positions for one day or more. (Art. **8.04 e)**
- The company will consult with the Union when an acting assignment exceeds one year. Members acting for more than one year will be placed on step within the position's pay range and will progress annually. When the acting assignment ends they will return to their normal rate. (Art. **8.04 h)**

ARTICLE 9: "Hours of Work"

Art. **9.08**

- Alternative Hours of Work (All Classifications): A provision has been added that allows the Employer to impose a 9 hour per day schedule (1 RDO per pay period) in addition to the existing 10 hour day / 4 day per week schedule. (Art. **9.08 c)**

Hours of Work for Distribution System Operators (DSO) and DS Outage Coordinators Art. **9.03**

NOTE: There are numerous changes to this Article – please refer to the draft collective agreement for details

- The language pertaining to Shift Hours of Work (35 day cycle) for DSO has been included in the agreement and was reformatted to make it clearer and less confusing. Guidelines for balancing time have been added as an appendix. (Art. **9.03 b)** and **Appendix "H"**)
- Changes to Shift Differential for DSO – compensation for shift differential has been altered and added to the base rate of shift employees so it contributes to the pension, benefits and overtime of employees on full shift assignment. For DSO shift employees, shift differential will be eliminated and replaced by adding the following pensionable salary fix to their base rate: \$0.55 in 2008, increasing \$0.02 per year until it is \$0.63 in 2012. This new rate of pay (normal rate of pay plus salary fix) will be paid on all regular and overtime hours worked. Art. **8.02 a) x)** and Art. **9.03 b) 12.**
- The employer can schedule 16 hours of mandatory training during time off to be paid at code 30 (overtime 1.0) for employees assigned to the full shift assignment.
- Overtime bank will be a 72 hour rolling bank based on a fiscal year for employees assigned to both days and full shift.
- Family leave of two shifts (24 hours) per year will be provided for employees assigned to a full shift cycle.
- The employer may reassign non-shift assignment employees from the day shift to the night shift or weekends to cover replacements required for vacation, meetings, training or sick leave and they will receive their normal 40 hours of pay for replacing 36 hours, no period of rest, but will be paid an additional 12 hours of Code 30 (Overtime – 1.0) for each shift replaced. If less than 16 hours notice, normal provisions will apply and period of rest may apply.
- Non shift employees who replace shift employees will be guaranteed a minimum of eighty (80) hours at their normal rate of pay and will not be required to work on weekends to make up their hours. If as a result of replacing the shift workers and not being at work the following day they are short hours during the pay period, they will be made up to eighty (80) hours by using code 70 paid with permission.

Hours of Work for Customer Interaction Center (Art. 9.04)

NOTE: There are numerous changes to this Article – please refer to the draft **collective** agreement for details

- The Overtime "window" will float with the employee's normal shift start time. e.g. Scheduled OT before the start of the scheduled shift will now be at **2X** rate. (Art. 9.04 b) ii)
- Create **15 permanent day shift positions** (not including the new position of "Floating CTAS Agent) and fill by seniority; 25% for the future. Five positions will be created no later than six months after the signing of the collective agreement. (9.04 b) iii)
- Eliminate extra family leave from Art. 8.02 a) of former agreement – all employees will now receive 16 hours. Eliminate salary fix (formally 8.02 a) for "grandfathered" employees when they are reassigned to permanent days or turn down an opportunity to go on permanent days.
- The schedule will be posted monthly with two weeks notice. (Art. 9.04 b) iv)
- Two "slots" will be built into the schedule to allow CIC employees to request up to **8** hours of short notice (not previously scheduled) time off per year from vacation, banked time, etc. on a "first come, first served" basis. (Art. 9.04 b) v)
- Provide choice of either an hour or a half hour unpaid lunch period for employees on non-shift hours or permanent day shift hours (Art. 9.04 a) and (Art. 9.04 b) ii)
- For outbound calling (**new employees only or volunteers**), the employer can implement a five day week schedule including Saturdays. Hours of work on Saturday will be 08:00 to 16:30 (unless mutually agreed otherwise). (Art. 9.04 b) 1f)
- The employer's ability to impose a split shift for all new employees has been eliminated.
- Current \$0.95 shift differential (for hours scheduled after 4:30 p.m.) will be **increased** as follows: 2008 = \$1.00, 2010 = \$1.05 and 2012 = \$1.10. Art. 9.06

Hours of Work for CTAS Agents and "Floating" CTAS Agents -- (Art. 9.05)

NOTE: There are numerous changes to this Article – please refer to the draft collective agreement for details

- The language pertaining to Shift Hours of Work (35 day cycle) for CTAS has been included in the agreement and was reformatted to make it clearer and less confusing. Guidelines for balancing time have been added as an appendix. (Art. 9.05 b) and Appendix "H")
- Two "Floating" CTAS Agent positions will be created with a maximum rate paid at one step (5%) above the ASR III/V. The article contains rules concerning responsibilities & scheduling for Floating Agents.
- Changes to Shift Differential for CTAS and "Floating CTAS" agents – compensation for shift differential has been altered and added to the base rate of shift employees so it contributes to the shiftworker's pension, benefits and overtime. For CTAS employees assigned to the full shift cycle and "Floating" CTAS agents, shift differential will be eliminated and replaced by adding the following pensionable salary fix to their base rate: \$0.55 in 2008, increasing by \$0.02 per year until it is \$0.83 in 2012. This new rate of pay (normal rate of pay plus salary fix) will be paid on **all** regular and overtime hours worked.
- The employer can schedule 16 hours of mandatory training to be paid at code 30 (overtime 1.0) for employees assigned to the full shift assignment. This does not apply to "Floating CTAS" agents.
- Overtime bank will be a 72 hour rolling bank based on a fiscal year.
- Family leave of two shifts (24 hours) per year will be provided.
- Floating Agents can be assigned from the day shift to the night shift or weekends to cover for planned replacements (i.e. greater than 16 hours notice) required for vacation, meetings, training or sick leave and will receive their normal 40 hours of pay for replacing 36 hours, no period of rest, but will receive one hour of banked time for every 12 hour shift replaced. If less than 16 hours notice, normal provisions will apply and period of rest may apply.
- "Floating" CTAS agents who replace shift employees will be guaranteed a minimum of eighty (80) hours at their normal rate of pay and will not be required to work on weekends to make up their hours. If as a result of replacing the shift workers and not being at work the following day they are short hours during the pay period, they will be made up to eighty (80) hours by using code 70 paid with permission.

ARTICLE 10: "Overtime and Premiums"

- The employer may schedule up to 16 hours of training for DSO and CTAS Shift employees to be paid at straight time rates (Code 30 – overtime 1.0) (Art. 10.03 b)
- For **abnormal** storm conditions, overtime for all employees involved with the restoration process will be paid at double the employee's hourly rate. "Abnormal Storm Conditions" are defined in the article and this provision will only take effect when those criteria are met. (Art. 10.03 c)
- Employees will have to work at **least** ten minutes beyond their normal hours of work before being entitled to the minimum period of overtime (i.e. ½ hour at prevailing OT rate). (Art. 10.04)
- Period of rest provisions for DSOs and CTAS shift workers from the TRANSCO agreement have been included (Art. 10.06 a) 11)
- Shift workers in DSO and CTAS as well as the DSO Coordinator and "Floating" CTAS agent now have "rolling bank" of 72 hours. Workers can refill the bank as they take banked over time off. (10.07 c)
- Unused banked overtime will now be paid out at the fiscal year end rather than Dec 31st. (Art. 10.07 h)
- When an employee "on call" reaches the maximum "hours of work" and must stop work, they will receive their full on-call entitlement. Employees filling in for the "on call" employee will be paid two (2) hours pay for each period Monday to Thursday, and three (3) hours for filling in Friday to Sunday. (Art. 10.08 b)
- The letters of agreement for "Out of Province Storms" have been added to the agreement. (Art. 10.09 b)
- When employees in the linetrade are sent on an out of province assignment, the crew for each truck will have either a Lead PLT or an employee relieving as a Lead PLT (Art. 10.09 c)

ARTICLE 11: "Overtime Meal Allowance"

As in the previous agreement, there are no meal allowances for scheduled overtime. When an employee reaches an entitlement to a meal due to unscheduled extension and call out overtime (as per existing rules) the meal allowance has been increased as follows (Art. 11.02):

- Date of Signing **\$16.00**, January 1, 2010: **\$17.00**, January 1, 2012: **\$18.00**

ARTICLE 12: "Travel Allowance"

- Employees shall be entitled to a noon meal when traveling and staying overnight and when an employee is attending training or a meeting that is not part of an employee's normal work and not held on an NB Power worksite. (Art. 12.01 e)
- Delete references to meals under the Travel and Accommodation policy and provide for increased meal rates as follows (Art. 12.03):

- Breakfast: **\$8.00**, Lunch: **\$12.00**, Dinner: **\$20.00**

ARTICLE 13: "Short Term Sick Leave and Other Leaves"

- When notifying their supervisors that they will be absent, employees are required to speak to their supervisor directly or if the supervisor cannot be reached, leave a voice mail outlining their limitations and provide a phone number where they may be contacted if necessary. The employee is required to attend work if there is alternative work available which meets an employee's limitations. (Art. 13.04 a)
- Bereavement leave provisions have been improved to provide leaves of absence of five paid days for immediate family, **two** paid days for grandparents and in-laws, one paid day for aunts and uncles, and a maximum of two paid days per year (in total) to attend the funerals of other relatives or friends or to attend to the responsibilities of acting as an executor. (Art. 13.06)
- NB Power will now pay the full cost of ENERflex Benefits for 35 weeks when an employee is on Parental leave or 25 weeks when an employee uses Adoption leave and the SUB plan. For Temporary employees they will pay the portion of the above that is within their term of employment (Art. 13.08)
- All employees will receive 16 hours of paid family leave (2 shifts, i.e. 24 hours, for DSOs and CTAS Agents, including "Floating" CTAS Agent, assigned to a full shift schedule). Employees who can not utilize the full 16 hours of family leave in a calendar year will be entitled to carry over the balance to the following year (maximum carry over from one year to the next is one year's entitlement) or they can use family leave as personal leave (no carry over). This provision replaces the family leave provided to

ASRs in the current collective agreement and the floater day provided in the 2005 extension to the collective agreement. (Art. 13.11 a)

ARTICLE 14: "Employee Benefits"

- Matching RSP contribution by NB Power – if an employee contributes to the NB Power group RSP, NB Power will give the employee a matching contribution to a maximum of \$400 per calendar year. (Art. 14.03 b)
- Retirement Allowance provisions have been expanded to include temporary & term employees, broken service and part-time service (at least 50% of a year) and the use of a full year's salary for the classification (not actual yearly salary) for the calculation of the retirement allowance. (Art. 14.04)

ARTICLE 17: "Service and Seniority"

Replace articles 17.01, 17.02, 17.03 and 17.07 to reflect changes in seniority, retention of seniority, layoff & bumping and job bids. Please refer to specific language.

- New definitions of service and seniority: Service is defined as the length of continuous employment since the date of last hire by the NB Power Group of Companies or their predecessors. Seniority is defined as all continuous employment in the DISCO Bargaining Unit. (Art. 17.01, 17.03 and 17.08)
- Lay-off provisions have been modified to allow a member to select severance in the event of a lay-off instead of bumping. (Art. 17.03 b)

ARTICLE 18: "Safety"

- Safety footwear allowance has been increased effective June 2008 as follows:

Lineworkers (PLTs, Lead PLTs and CSRs only):

\$175 per year during the life of the contract

Safety footwear allowance for other employees:

2008:	\$120
2009:	\$120
2010:	\$135
2011:	\$135
2012:	\$150

- Employees who are provided with clothing, tool or a boot allowances are required to wear the appropriate clothing, equipment and footwear in order to be present on the work site. Purchased footwear must meet corporate safety standards and if not in an acceptable condition it must be replaced. (Art. 18.03 a)
- Amend article 18.03 d), and create a new Letter of Agreement for meter readers to create a five year cycle, rain suits changed to every second year following initial issue of clothing for new employees. Current employees will receive the clothing provided as "Year 1", not "initial issue" in 2008.
- When a linetrade worker contacts other employees directly to assist in trouble calls outside of normal working hours, they shall advise Distribution Systems Operations that other employees have been called out, along with the names of the employees. (Art. 18.05 a)

Article 20 – Grievance Procedure

- AS per the requirements of the Public Service Labour Relations Act, a process has been identified for the Employer to file a grievance. (Art. 20.07)

NEW LETTERS OF AGREEMENT and LETTERS OF INTENT.

1. Letter of Agreement: Short Term Sick Leave Reinstatement – details how employees will be reinstated with sick leave after returning from an illness
2. Letter of Agreement: Family Leave and "Floater" Day – the 8-hour floater day has been eliminated and replaced with 16 hours of Family Leave. We have agreed that if employees have already used the "floater" day in 2008, it will be deducted from the 16 hours of Family Leave.
3. Letter of Agreement: Team Based Resourcing (TBR) – Describes several commitments NB Power has agreed to concerning the implementation of the TBR process (a joint review of the TBR process after two years, the establishment of a joint process review committee, a process where employees may request additional coaching on Pathfinder results, the role of seniority and service in selecting candidates, etc.)
4. Letter of Agreement: Team Based Resourcing – Potential Grievances – extends the period of time in which the union can file a grievance concerning Team Based Resourcing, without exceeding a time limit.
5. Letter of Agreement: Former Non-Union Employees Included In the Bargaining Unit In 2004 – details that salary treatment and hours of work will continue as per the terms agreed to at that time.
6. Letter of Agreement: On Call Rosters & Residency Requirements – consolidates various letters detailing existing exceptions to the on call roster and residency requirements.
7. Letter of Agreement: Customer Interaction Centre (CIC) – Article 8.02 a) viii – maintains the salary fix for "grandfathered" ASRs in the CIC until they provided with a permanent day shift assignment or refuse an opportunity to be assigned to permanent day shift assignment
8. Letter of Agreement: Article 17 – Definition of "Classification" for ASRs – updates the "categories" of ASRs for the purposes of defining classification in the event of lay-off or bumping as per Article 17.
9. Letter of Agreement: Provision of Clothing for Meter Readers – updates the previous letter of agreement with some enhancements to the entitlement.
10. Letter of Agreement: CIC – Performance Monitoring/Recording – provides guidelines concerning the use of performance monitoring and recording in the Customer Interaction Centre.
11. Letter of Agreement: Distribution of Planned Overtime – clarification that these provisions only apply within each operating centre as well as who will be given priority when live line work is required.
12. Letter of Agreement: Retention Bonus for PLTs -- Newly certified PLTs who were graduates of the NBCC program and who served their apprenticeship with NB Power will receive a retention bonuses of \$3000 following 1, 6 and 11 years of employment in DISCO as a certified PLT.
13. Letter of Agreement: PLDs – Alternative Hours of Work/Vehicle Usage – allows PLDs some flexibility in hours of work, an extra two hours pay per week to compensate for incidental "after hours" contact with customers and in some cases employees may be able to take company vehicles home.
14. Letter of Agreement: Protective Equipment Testing Lab – sets out the compensation and the process to be followed to develop a certification process in order to implement the new "Tester, Protective Equipment" lab and field classifications.
15. Letter of Intent: Technological Change – In the event that technological change creates the potential lay-off of employees, the Company agrees to provide as much notice as possible and in no case less than 30 days advance notice. The company agrees to meet with the Union within 7 days of giving this notice to have meaningful consultation on ways to lessen the impact (potential for job placements, etc.) The company agrees to make arrangements for career counseling and job search support for employees who are laid off.

16. Letter of Intent: Customer Interaction Centre – Voluntary Leave --The employer has indicated they will not normally grant more than 40 hours of voluntary leave per year to employees working in the Customer Interaction Centre.

"HOUSEKEEPING" ISSUES (Minor wording changes and/or clarifications)

References to **Benefit Plans**

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

Article 7 – Discipline and Discharge:

- 7.04 clarify disciplinary retention when employees are absent for significant periods of time

Article 8 – Wages:

- 8.06 clarify intention of "significant responsibility"

Article 9 – Hours of Work:

- Article 9 – incorporate provisions for CTAS and DSOs from Transmission agreement to DCS agreement
- 9.08 b) incorporate language from GENCO collective agreement to deal with 9 hour days

Article 10 – Overtime and Premiums:

- 10.03 refer to "normal or altered" hours of work. To accommodate altered days and RDOs, time and one half is paid for all time between 8:00 to 22:00, Monday to Friday, not just from 16:30
- 10.07 include article 10.07 f) from Transmission agreement – shift workers in CTAS & DSO who take banked time off and require replacement reimburse the time off at replacement value
- 10.08 d) clarify that 15 minute response time includes being within the 20km radius when you are on call
- 10.08 e) & g) reference to "pager" obsolete, replace with "communications device"

Article 12 – Travel:

- Clarify that the meal allowances referred to in article 12 are at the rate in 12.03, not overtime meals under article 11

Article 13 – Short Term Sick Leave and Other Leaves:

- Update provisions re: benefits for LTD, SUB plan, maternity, adoption and parental leave and appendices "B", "C", & "D"

Article 14 – Employee Benefits:

- Some updates to language as per recommendations of Joint Benefits Committee

Article 16 – Vacation

- Newly hired employees will be entitled to three weeks of vacation (prorated to entitlement date)

Article 17 – Service and Seniority:

- Clarify that for the purposes of sick leave, vacation and retirement allowance, continuous service includes service in Parts I, II, III, and IV of the New Brunswick Public Service when that service is continuous with service in the NB Power Group of Companies
- 17.01 d) Clarify that Temporary employees have bargaining unit wide seniority for Jobbids

Article 19 – Administration of the Collective Agreement:

- 19.04 delete reference to Working Ventures Fund and replace with new Venture Capital firm chosen by Union
- 19.05 definition of "spouse" and "dependent" is as per the definitions under our benefit plans

Article 22 – Rules, Regulations, Policies and Procedures:

- 22.02 add "social condition, political belief or activity" to prohibited types of discrimination.

APPENDIX "H"

ADJUSTMENT OF TIME WHEN ASSIGNED TO A NON-SHIFT SCHEDULE

ADJUSTMENT OF TIME WHEN ASSIGNED TO NON-SHIFT SCHEDULE!

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

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

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

JANUARY 1987														FEBRUARY 1987																							
Day	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M									
Date	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10		
Group	d	*			n	n	n	*	d	d	*			n	n	*	d	d	*			n	n												d		
				</																																	

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

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

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

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

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

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

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

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

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

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

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

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