

Union Draft December 4, 2020

THIS AGREEMENT, made in duplicates this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BETWEEN:

**THE NEW BRUNSWICK POWER 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 2013, Chapter 7, as amended) is transmitting and distributing electrical energy and providing services to its customers in connection therewith 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 transmission, distribution of electrical energy and customer service to the public;

NOW THEREFORE, it is agreed between the parties hereto:

**ARTICLE 1**

**1 - 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 Transmission, Distribution, Customer and Corporate Services (TDCCS) Operational bargaining unit to whom New Brunswick Certification Order Number \_\_\_\_\_ 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** 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.

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

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

**1.06** 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. In addition, the collective agreement is available electronically on the NB Power Share point under Employees tab under MyHR site.

**ARTICLE 2**

**2 - 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 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> 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 seven (7) employees which may include an employee who works on shift (the employer will pay for the employee and pay for the replacement worker), who are members of the Union Negotiating Committee, for time spent negotiating a new contract or the renewal of a Collective Agreement with the Employer during their normal work day but shall not pay overtime or expenses. The day prior to each negotiation session will be considered as time spent at negotiations.

The participation of additional employees in the negotiating process will be arranged by the mutual agreement of the parties to the Collective Agreement.

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.

**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 3**

**3 - 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 4**

**4 - CORPORATE LABOUR MANAGEMENT COMMITTEE**

**4.01** Believing that the basis of good labour relations is dependent on effective communication and engagement, the parties agree to support the use of the Corporate Labour Management Committee which will include members of the Union leadership and members of NB Power senior management.

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

As a guideline, the committee should develop terms of reference, and both sides will select and appoint their own representatives.

## ARTICLE 5

### 5 - 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) "Term employee" means a regular employee hired for a specific period of time or with a fixed termination date and includes employees hired to replace employees on leave of absence as provided for in this collective agreement regardless of the duration of the absence, whether for a fixed duration, indefinite or extended."

5.01 e) "Probationary Employee" means a person who is hired for a regular or a term position and is undergoing an initial probation period following the commencement of the first day of paid work. The probation period will normally be six (6) months but may be extended by mutual agreement between the Employer and the Union. Regular and Term employees will undergo one (1) probationary period during their employment provided there is no break in service. Employees who have a break in service and are not rehired into the same work group during the period of their recall will be required to undergo a probationary period of 3 months should they be rehired. The probation period may be extended by mutual agreement between the employer and the union. If probation is extended, the performance management protocols will be followed by the employer and the employee.

5.01 f) 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 g) "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 (1/2) 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 h) "Regular Seasonal Employee" means a person who has been appointed to fill a complement position. The need for such a position is on-going but such need is generally interrupted temporarily due to the seasonal nature of the work (i.e., weather, availability of staff or other circumstances).

**5.01 i)** “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 6**

### **6 - 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 7**

**7 - 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:

- 1) Six (6) months for any documentation of verbal discussions of disciplinary matters;
- 2) Twelve (12) months for formal written documentation of a disciplinary transaction;
- 3) Twenty-four (24) months for all documentation of a disciplinary transaction pertaining to 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 retention period will be extended to the amount of time the employee was absent.

**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 8**

**8 – 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.

**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:**

- 1) The following general increases will be applicable to the top step in the range of all classifications in the bargaining unit:
  - January 1, 2019 2%
  - January 1, 2020 0%
  - January 1, 2021 1.75 %
  - January 1, 2022 1.75%
  - January 1, 2023 1.50%
  - January 1, 2024 1.50%
  
- 2) The wage increases outlined above shall be paid retroactive to January 1, 2019 only to those employees actively employed at NB Power in the Transmission, Distribution, Customer and Corporate Services (TDCCS) Operational bargaining unit as of the date of ratification of this Collective Agreement. For greater certainty, retroactivity for wage increases will not apply to those who retired, resigned, were terminated from NB Power or moved from Transmission, Distribution, Customer and Corporate Services (TDCCS) Operational bargaining unit to another bargaining unit within NB Power before the date of ratification within this Collective Agreement.
  
- 3) The shared saving initiative is a commitment from both parties to work together and both agree on identifying initiatives to find efficiencies or cost reductions within the bargaining unit with the goal of achieving real savings. The shared saving initiative is to be tracked and posted yearly on a quarterly bases starting in April 1, 2021. If savings are achieved, 50% of savings, to a maximum of 1% of payroll (base rate) within the bargaining unit, will be shared equally with union members who were in the bargaining unit during the initiative. The savings will be paid out to members (active or retired) within 60 days after the end of the year. (Please refer to the letter of agreement in Appendix "I" )

Union Draft December 4, 2020

- 4) Employees on full shift assignment will receive a salary fix for all normal hours of work and for hours paid at overtime rates. The salary fix will not be included in the calculation of cost of living increases and applies only to those employees on full shift assignment as outlined in Appendix A. The salary fix is set as follows: (Effective date of signing)

<u>Date of signing</u>	<u>\$0.81</u>
<u>January 1, 2021</u>	<u>\$0.83</u>
<u>January 1, 2022</u>	<u>\$0.85</u>
<u>January 1, 2023</u>	<u>\$0.87</u>
<u>January 1, 2024</u>	<u>\$0.89</u>

- 5) Employees classified as a Civil Lead grandfathered in the January 1, 2013 to December 31, 2018 Transmission collective agreement, will continue to receive general increases on their current rate as long as they remain in this classification.
- 6) For PLT Employee Retention within Transmission Line Maintenance (TLM), and in recognition of the work and conditions that TLM PLTs ( Lineworker "A" Certified, Power Line Technician, Crew Leader, Supervisor Transmission Line Maintenance) are performing (high voltage, height, remote locations, significant travel, working with heavy equipment, induction, call-out availability), a salary fix of \$1.75 per hour will be applied for all normal hours of work and for hours paid at overtime rates of these classifications while performing or supervising Transmission Line Maintenance work.

Employees in classifications above who already have, or who reach six (6) years' service of working within NB Power TLM (post certification), will have the salary fix increased to \$3.00 per hour. The salary fix will not be included in the calculation of general increases. (Effective date of signing)

- 7) i) For classification of Power System Technician, steps "A" through "D" will be utilized for Apprentice Power System Technician. Steps "E" will be utilized for certified Power System Technician and previous step "F" has been removed. Once certified, Employees Supervisor will inform Compensation.  
ii) For classification of Protection and Control and Telecommunications Technician, steps "A" through "E" will be their wage table. To progress to Steps "E", the employee's Supervisor will need to evaluate the employee's progression having 75% completed qualifications task and will notify Compensation if achieved. Previous step "F" has been removed.
- 8) There is no automatic progression from Equipment Operator to Equipment Operator CQ and the classification of Equipment Operator CQ is established only for those employees who are required by the Employer to be certified qualified at this level.
- 9) Bargaining unit positions will be evaluated during the life of this Collective Agreement, provided they meet established, approved corporate criteria for consideration. Management must support the evaluation of the role as meeting the corporate approved criteria.

Union Draft December 4, 2020

- 10) As per the Professional Engineer/Scientist criteria established as an Appendix employees classified in engineering classifications may submit a request for review annually through a joint IBEW and Management Committee including one (1) member who represents engineering as part of the Evaluation Committee. This committee will meet once per year to review the case presented by the employee. In addition to the normal evaluation process, career progression advice and mentoring will be part of the feedback provided to assist Engineers in career options and choices.
- 11) Former Corporate and Shared Services employees integrated into the Distribution & Customer Service Operational bargaining unit in 2013 with previous terms and conditions will be treated in accordance with their specific terms and conditions.
- 12) As a result of merging the Distribution & Customer Service and Transmission Operational Groups the following will apply:

Effective date of signing the classifications of Service Management I-IV, IT Functional Analyst I-IV, Systems Analyst I-IV, and IT Professional I-IV will be eliminated and replaced with one classification titled IT Specialist I-IV.

Effective date of signing the classifications employees working in the CADD and Document Control group currently classified as Technician and Senior Technician in the former DCS agreement will be reclassified to new classifications of CADD Technician and Senior CADD Technician.

Effective date of signing the classification of Foreman in the former Transmission agreement will be eliminated and replaced with a new classification of Civil Foreman. This classification will be compensated equivalent to the Supervisor of Meter Services (formally DCS salary grade B32)

- 13) Due to the merging of the Distribution & Customer Service and Transmission operational groups the following salary bands will be merged resulting to compensation changes in the following classifications:

Effective upon date of signing:

- o Power System Technician, Protection & Control Technician, Telecom Technician (formerly Transmission salary band C89) will be compensated equivalent to the classifications in the former DCS salary band Sr. Power System Technician, Sr. Protection & Control Technician, and Sr. Telecom Technician will be maintained at 10% above the highest rate of Power System Technician, Protection & Control Technician, Telecom Technician
- o Technical Specialist Protection & Control, Telecom, Transmission Lines, and Transmission Line Terminals will be maintained at 4% above Sr. Power System Technician, Sr. Protection & Control Technician and Sr. Telecom Technician Supervisor, Power System Technicians, Protection & Control Technicians, and Telecom Technicians will be maintained at 15% above Sr. Power System Technician, Sr. Protection & Control Technician, and Sr. Telecom Technician

Union Draft December 4, 2020

- Utility worker classification in the former DCS agreement (B14) will be merged with Utility worker in the former Transmission agreement (C20) and be compensated at the former Transmission rate
- Patroller (formerly Transmission salary band C27) will be compensated equivalent to Electrical Repairperson (formerly DCS salary band B97)
- Vegetation Management Supervisor and GIS Vegetation Specialist (formerly DCS salary band B45) will be merged with Vegetation Management Supervisor in the former Transmission agreement (C95) and be compensated at the former Transmission rate.
- **8.02 b) Salary treatment when assigned new classification.**

When an employee is assigned to a classification with a maximum salary which is lower than the employee's base rate of pay or from a forty (40) hour work week to a thirty-six and a quarter (36 ¼) hour work week, as a result of a re-evaluation of a job classification, reorganization, restructuring, accommodation or return to work from LTD or WCB, the following compensation treatment and hourly adjustments will be made:

- 1) The employee's annual base compensation shall be frozen for a period of two (2) years without general increases or until such time as the rate of pay for the new classification reaches the employee's annual base compensation, whichever comes first;
- 2) The employees normal hours of work will be immediately adjusted to the accepted work group normal hours of work;
- 3) 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 without general increases for a period of five (5) years or until such time as the rate of pay for the new classification reaches the employee's annual base compensation, whichever comes first;
- 4) If, after the two (2) or five (5) year period, the employee's hourly rate is still above that of their new classification, the employee's hourly rate 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 annual base compensation 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 sixty-five (65). If at that time the employee chooses not to retire, their hourly rate shall immediately be reduced to the appropriate level for their classification at that time.

**8.02 d)** When an employee applies for and accepts a job posting or requests and accepts a classification with a maximum hourly rate which is lower than the employee's current rate of pay or a classification from a forty (40) hour work week to a thirty-six and one-quarter (36 ¼) hour work week, the employee's hourly rate will be immediately reduced to the closest step within the new classification and their normal hours of work will be immediately adjusted to the accepted work group normal hours of work.

**8.03 Progress Within a Pay Bracket**

**8.03 a) Step Increases for Normal Progression**

- 1) 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.
- 2) Step increases for other employees whose pay is within a wage range set out in Appendix "A" shall fall due on their anniversary date. An employee's anniversary date will be determined by date of classification or reclassification in an Appendix "A" position. Step increases may be withheld when upon review by the Employer, satisfactory performance and progress are not shown, as follows:
  - The Employer shall raise any concerns about performance or progress to employees as soon as the issue arises. If a step increase is subsequently withheld at the performance review due to a continued lack of satisfactory performance or progress, the Employer will work with the employee in the development and implementation of a performance improvement plan.
  - As a result, a second review will occur three (3) months following the employee's performance appraisal to review the results of the performance improvement plan. If at that time the employee has demonstrated the ability to meet performance expectations the Employer will approve a step increase effective the date of the second review. In this circumstance, the step increase previously withheld will not be retroactive.
  - If performance has not improved, a third review will occur six (6) months following the employee's first performance appraisal. If at that time, the employee has demonstrated the ability to meet performance expectations, the Employer will approve a step increase effective the date of the third review. In this circumstance, the step increase previously withheld will not be retroactive.
  - If at the third review the employee does not meet performance expectations, the Supervisor will consult with Human Resources for support.
  - The employee anniversary date will not change as a result of the review.

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

**8.03 b) Step Increases for Progression while in an Apprenticeship or In-Training Program**

- 1) Guidelines for the assessment of qualifications for employees entering an apprenticeship or in-training program and wage rates for employees whose salary is above their level of qualification are attached in Appendix "F".
- 2) An employee participating in an apprenticeship program will not progress to the certified range until they have successfully completed their apprenticeship and certification. Upon their certification date they will move to the certified salary step or range, as a result their anniversary date will change to their certification 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.
- 3) For employees in an apprenticeship program, section 8.03 a) 3) 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 only automatic progression in or to the following classifications: Engineer I-IV; IT Specialist I-IV; Meter Tester 1 and 2; and Right of Way Agent I-III.

**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 (8) % result in the maximum salary of the relieved position being exceeded, the employee shall receive the maximum salary of the relieved position.

Union Draft December 4, 2020

**8.04 b)** When as a result of a request by the Employer, an employee relieves in a higher paying supervisory position (including Crew Leader but not including lead, lead hand, coordinator 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. At the Employer's discretion, employees may be compensated for temporarily created positions, which will normally be "acting" positions that will be in effect for a minimum of twenty working days. The supervisor must make this request through the approved e-form to Human Resources to initiate the status change to "acting" in order for this to be pensionable.

**8.04 h)** Employees who are acting in temporarily created lead roles (TLM Supervisor, Crew Leader, Foreman, Lead Carpenter, Lead Electrician and Civil Lead) on a recurring basis, to co-ordinate and direct the activities of additional seasonal crews (crews established in addition to the regular crew complement to meet seasonal operational requirements), shall be compensated as follows:

- 1) An employee who has been acting in the position for an accumulated period of more than twelve (12) months, which must be accumulated in increments of no less than three (3) months at a time, will no longer receive the compensation set out in 8.04 (a) or (b) above, but will be placed on a step in the range of that classification. If the employee continues to act in that position, either continuously or

## Union Draft December 4, 2020

in subsequent years, they will proceed through the range of that classification upon completion of each successive cumulative twelve (12) month interval (in minimum three (3) month increments) acting in that classification;

- 2) The step they will be assigned is the next highest step to the acting rate they were receiving (i.e., their base rate plus acting pay) in the range of the classification in which they are acting. However, an employee will not be permitted to receive more than the top step of that classification. If the employee continues to act in that position, they will proceed through the range after each twelve (12) month interval as calculated in (1) above. When the acting assignment is completed, the employee's rate of pay will be immediately adjusted to their base rate in their normal classification;
- 3) This article of the agreement applies to employees acting in recurring seasonal lead assignments only and does not apply to any other relieving or acting assignments.

**8.04 i)** 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 "I"

### **8.05 Relieving Pay for Provincial Field Operations During Storms**

Employees required by the Employer to lead internal and external crews during storm restoration (employees qualified to hold permits under the T & D Operating Rules & Regulations as per the Corporate Safety Manual "Trade Qualifications"), meeting, but not limited to the following criteria will be compensated as per the following:

- 1) 10% relieving on their normal hourly rate as a General Foreman (S068):
  - **Must** guide three (3) or more internal / external crews to locations
  - **Must** be qualified to hold permits
  - 8% relieving on their normal hourly rate as a Lead Power Line Technician (S076): **Must** lead one (1) or two (2) crews.

However, should the addition of eight percent (8%) or 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.



**8.05 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.

If a field operations employee is required to perform as a lead hand for more than twelve (12) continuous months, the compensation for filling this role will be increased to ten percent (10%). The employee will retain the ten percent (10%) for as long as the lead hand role continues without a break. If there is a break of three (3) months or more (not including periods of lay off or training) and the employee is asked to be a lead hand at a later date, they will be paid at the eight percent (8%) rate until they complete another twelve (12) continuous months as a lead hand.

**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, but not limited to 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.

**8.09 Essential Services Availability Allowance**

**8.09 a)** Whereas the Employer is not normally required to provide additional compensation for employees carrying mobile communication devices, there are employees due to the nature of their work and / or technical capability / special knowledge and skills who are required to be available for significant and/or on-going periods outside normal working hours. This type of work does not fit within the normal on-call provisions and therefore this provision has been agreed to as an alternative.

**8.09 b)** As a result the Employer may select employees from Information Technology, Communications, Facilities and/or Environment groups to provide essential services at any of its locations. When employees are assigned to provide this service the following conditions will apply:

- 1) The Employer will determine the level of response required, the number of people selected and the training / skill level required;
- 2) Selected participants will receive a lump sum payment of \$4,500.00 per year, pro-rated in 26 equal installments based on the payroll calendar year;
- 3) All efforts will be made to minimize requirements for added essential services employees;
- 4) Changes to the essential services availability schedule will be determined between the Supervisor and the employee;
- 5) The Employer will review the number of employees required to provide essential services availability on a regular basis and employees may be added or removed from this group based on operational needs.

## ARTICLE 9

### 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**

##### **Customer Service Division**

**9.02 a)**        The normal hours of work for employees working in the Customer Service Division will be Monday through Friday, seven and one-quarter (7.25) hours per day with an hour unpaid lunch break, or eight (8) hours per day with a half-hour (0.5) unpaid lunch break, resulting in a thirty-six and one-quarter (36.25) or forty (40) hour week respectively. The workday will be 08:15 to 16:30 or 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.

##### **Other Non-Shift Employees**

**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.

##### **Employees Hours Not Defined**

**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 Supervisors, Energy Advisors, ASR's, Utility Workers, Gatekeepers, Equipment Operators 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 ( DSO & DSO Coordinator)**

- 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 10.07 (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:
  - a) Employees will not work more than eighty (80) hours in a pay period at their normal rate of pay;
  - b) 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 10.07 Period of Rest, do not apply;
  - c) 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;
  - d) 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.
  - e) 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;
  - f) Non-shift assignment employees may participate in the ninety-six (96) hour rolling bank as per Article 10.08 c) (Banking of Overtime), however they will receive sixteen (16) hours of paid personal leave as per Article 13.11 a) Paid Personal Leave, not the two (2) shifts of paid personal leave provided to employees assigned to the full shift schedule.

**9.03 b) Normal Hours – Full Shift Assignment ( DSO & DSO Coordinator)**

- 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
<b>WEEK ONE</b>	X	X*	D	D	D	X*	X
<b>WEEK TWO</b>	X	N	N	N	N	X*	X
<b>WEEK THREE</b>	X	X	X	X	X	N	N
<b>WEEK FOUR</b>	N	X*	X	X	X*	D	D
<b>WEEK FIVE</b>	D	D	X	X	X	X	X

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

\* = all overtime on such days to be paid at double time rate

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

Union Draft December 4, 2020

- 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 25<sup>th</sup>.
- 11) Notwithstanding Article 10.08 e) (Banking of Overtime) 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 provided in Article 8.02 a) 4 (Wage Adjustments). 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 10.08 will provide a "rolling bank" of ninety-six (96) hours for banked overtime.

Union Draft December 4, 2020

- 20) Instead of the sixteen (16) hours of personal 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 personal leave per calendar year.
- 21) Apprentices will not receive the salary fix or participate in the rolling 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) months' 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 Thursday and 08:00 to 16:30 on 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:

- 1) 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);
- 2) 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 10.04 (Overtime Rates), 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) time the employee's normal hourly rate from 22:30 to 08:30;

## Union Draft December 4, 2020

- 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 February 28, 2008 (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:
    - from 09:30 to 13:30 and from 16:15 to 20:15 with an unpaid meal break;
    - a shift differential is not applicable to employees assigned to this schedule;
    - 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.
- 3) 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;
- 4) 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;
- 5) 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, paid personal 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);

- 6) Shift differential will be paid as per Article 9.08 (Shift Differential) 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;
- 7) CIC agents assigned to the phones providing customer support as part of their normal duties will be provided with an additional fifteen (15) minutes per week personal time effective upon date of signing. This time will be scheduled at the discretion of Management.

**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. “Floating” CTAS Agent positions will have a wage range with a top step set at five percent (5%) above the top step of the ASR 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 or ASR 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 (Normal Hours – Customer Interaction Center) 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 10.07 (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.

Union Draft December 4, 2020

- 4) Employees required to replace full shift assignment employees as in section three (3) above, but with sixteen (16) or more hours of notice, will be compensated as follows:
- a) Employees will not work more than eighty (80) hours in a pay period at their normal rate of pay;
  - b) The amount and frequency of the requirement to replace shift employees will be determined by their supervisors;
  - c) 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 10.07 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;
  - d) 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;
  - e) 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;
  - f) In lieu of shift differential, employees will receive a salary fix as per Article 9.05 b) 12.
  - g) 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 ninety-six (96) hour rolling bank as per Article 10.08 and they will receive the two (2) shifts of paid personal leave provided in Article 9.05 b) 20 for employees assigned to the full shift schedule;
  - h) 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';
  - i) 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;

Union Draft December 4, 2020

j) The employee is entitled to schedule two (2) weeks of vacation each summer before other employees in the center 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 “Floating” CTAS Agents**

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
<b>WEEK ONE</b>	X	X*	D	D	D	X*	X
<b>WEEK TWO</b>	X	N	N	N	N	X*	X
<b>WEEK THREE</b>	X	X	X	X	X	N	N
<b>WEEK FOUR</b>	N	X*	X	X	X*	D	D
<b>WEEK FIVE</b>	D	D	X	X	X	X	X

D = Day Shift / N = Night Shift / X = Off  
 \* = all overtime on such days to be paid at double time rate

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

Union Draft December 4, 2020

- 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 25<sup>th</sup>.
- 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 provided in Article 8.02 a) 4. 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).

Union Draft December 4, 2020

- 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 10.08 (Banking of Overtime) will provide a “rolling bank” of ninety-six (96) hours for banked overtime.
- 20) Instead of the sixteen (16) hours of paid personal 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 personal leave per calendar year.

**9.06            Normal Hours – HVDC Operators**

**9.06 a) Normal Hours – Full Shift Assignment**

- 1) HVDC Operators will work the Full Shift Assignment.
- 2) The normal work hours shall be twelve (12) hours per shift and the normal schedule shall consist of a thirty-five (35) day cycle. The following is a generic example:

	SUN	MON	TUE	WED	THU	FRI	SAT
<b>WEEK ONE</b>	X	X*	N	N	N	X	X
<b>WEEK TWO</b>	X	X*	D	D	D	X*	X
<b>WEEK THREE</b>	X	X	X	X	X	D	D
<b>WEEK FOUR</b>	D	D	X*	X	X*	N	N
<b>WEEK FIVE</b>	N	N	X	X	X	X	X

D = Day Shift / N = Night Shift / X = Off  
 \* = all overtime on such days to be paid at double time rate

- 3) The hours of work shall be:  
  
 07:00 hours to 19:00 hours, designated as day shift  
 19:00 hours to 07:00 hours, designated as night shift

**Note:** These hours may be changed by mutual agreement.

- 4) In replacement of Article 10.04 b) of the Collective Agreement, double time rate shall be paid for all overtime worked on the days indicated by (\*) as illustrated above. It is recognized that all other overtime worked between 08:00 hours and 22:00 hours Monday through Friday shall be paid at time and one half.
- 5) Twelve (12) hours of vacation credit are built into each cycle. 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

Union Draft December 4, 2020

(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)
  - (a) An employee may arrange for time off for vacation purposes (for vacation not incorporated into the shift schedule), by arranging coverage by another qualified co-worker (subject to management approval) and the qualified co-worker providing such coverage will be paid at the applicable overtime rate.
  - (b) 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) communication device as required. On-call rosters established for reasons other than absenteeism will be compensated as established elsewhere in this agreement.
- 7) 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 **NB Power** on that day (e.g. the day crew employees availing themselves of the advance poll). If necessary, the twelve (12) hour schedule will be suspended temporarily and employees will revert to an eight (8) hour schedule.
- 8) When an employee is entitled to leave for jury duty or bereavement, 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) Instead of the sixteen (16) hours of personal leave provided in Article 13.11 a), employees assigned to a full shift schedule will receive two (2) shifts of personal leave per employee per calendar year.
- 11) 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 25<sup>th</sup>.
- 12) The shift differential for the twelve (12) hour shift workers has been eliminated and replaced with a salary fix as identified in Article 8.02 a) 4. For employees who are not assigned to the full shift schedule and occasionally work a night shift, the shift differential is payable only on the night shift as defined at item #2 above. The hourly rate for the twelve (12) hour schedule shift differential is \$1.33.
- 13) It is understood that the implementation or cancellation of the thirty-five (35) day cycle for all or any portion of the work force will not result in the payment of any overtime premiums.
- 14) Shift workers may choose to attend NB Power training or information sessions during time off, subject to supervisory approval. Shift workers choosing to do so will be paid straight time (code 30) for the hours of the training to a maximum of eight (8) hours per day; travel to and from the training location will be the responsibility of the shift worker.

**9.06 b) Normal Hours – Partial Shift Schedule Assignment HVDC Operators**

- 1) HVDC Operators may be assigned by the Employer to work the Partial Shift Schedule.
- 2) The “Partial Shift Schedule” will allow coverage five (5) days per week, Monday to Friday, excluding Saturdays, Sundays, and Statutory Holidays.
- 3) The hours of work shall be:
  - 08:00 to 16:00, designated as the 8 to 4 shift
  - 16:00 to 24:00, designated as the 4 to 12 shift
  - 00:00 to 08:00, designated as the 12 to 8 shift
- 4) An employee assigned to the eight (8) hour day schedule, may be assigned to replace another operator on the twelve (12) hour shift schedule. Should this occur the employee will be entitled to the applicable overtime rate, as per the thirty-five (35) day cycle, for all hours worked on shift. In such case, there will be no entitlement to section 10.07 of the Collective Agreement (Period of rest).
- 5) Shift workers may choose to attend NB Power training or information sessions during time off. Shift workers choosing to do so will be paid straight time (code 30 – Overtime 1.0) for the hours of the training to a maximum of eight (8) hours per day; travel to and from the training location will be the responsibility of the shift worker.

**9.07 Normal Hours – Power System Operators (PSOs) and Energy Coordinators (ENCOs)**

**9.07 a) Normal Hours - Full Shift Assignment**

- 1) The normal work hours shall be twelve (12) hours and the normal schedule shall consist of a thirty-five (35) day cycle. Each group will determine their schedule in accordance with their needs and subject to the Employer’s approval. The following is a generic example:

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

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

\* = all overtime on such days to be paid at double time rate

Union Draft December 4, 2020

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

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

- 3) In replacement of Article 10.04 (b) (Over Time) of the Collective Agreement, double time rate shall be paid for all overtime worked on the days indicated by (\*) as illustrated above. It is recognized that all other overtime worked between 08:00 hours and 22:00 hours Monday through Friday shall be paid at time and one half;
- 4) Twelve (12) hours of vacation credit are built into each cycle. 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. For the purposes of this section, the "longest sequence of time off" may span two cycles and where there are two periods of time off of equal length, the latter sequence will be the relevant period;
- 5) In order to maintain and ensure a continuous operation, it may be necessary to establish an "On-Call Roster". The decision as to whether such a roster is necessary shall rest solely with management. No premium or compensation shall be paid to any employee for serving on such a roster if the need for it is for coverage of absenteeism. The Employer will, however, provide one (1) communication device as required. On-call rosters established for reasons other than absenteeism will be compensated as established elsewhere in this agreement;
- 6) On the day of an election, the parties will seek ways to maintain the twelve hour schedule in effect without imposing additional cost to NB Power on that day (e.g. the day crew employees availing themselves of the advance poll). If necessary, the twelve hour schedule will be suspended temporarily and employees will revert to an eight hour day schedule;
- 7) When an employee is entitled to leave for jury duty or bereavement, they will be paid for the amount of regular hours that they were scheduled to work on that day;
- 8) Sick leave shall be calculated on an hourly basis;
- 9) 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 25;
- 10) When shift workers are required to temporarily work hours normally worked by non-shift workers, adjustments with respect to overtime and time off will be made in accordance with Appendix "G";
- 11) Power System Operators and Energy Coordinators with more than fifteen (15) days' vacation credits will be granted time off for these additional credits;



## Union Draft December 4, 2020

- 12) The shift differential for the twelve (12) hour shift workers has been eliminated and replaced with a salary fix as identified in Article 8.02 a) 4. . For employees (including apprentices) who are not assigned to the full shift schedule and occasionally work a night shift, the shift differential is payable only on the night shift as defined at item #2 above. The hourly rate for the twelve (12) hour schedule shift differential is \$1.33;
- 13) With two (2) cycles notice, the employer can change to a forty-two (42) day cycle provided the employer and a majority of the employees assigned to shift can agree to the schedule for that cycle.

### **9.07 b) Scheduling of Hours of Work & Compensation for Training & Meetings – Terms and Conditions for PSOs and ENCOs:**

- 1) On average, employees are scheduled to work 1752 hours per year. Time off for statutory holidays and three (3) weeks of vacation are built into the schedule;
- 2) 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. If employees attend discretionary meetings or training during their time off, their time will be paid at code 30 (Overtime 1.0);
- 3) Vacation coverage requests are considered on a “first come first served” basis;
- 4) Banking of Overtime. The Collective agreement will provide a “rolling bank” of ninety-six (96) hours for banked overtime. See article 10.08
- 5) Instead of the sixteen (16) hours of personal leave provided in Article 13.11 a), employees assigned to a full shift schedule will receive two (2) shifts of personal leave per employee per calendar year;
- 6) For PSOs and ENCOs assigned to a full shift schedule, their shift differential will be replaced with a salary fix of as per Article 8.02 a) 4. of the Collective Agreement. The salary fix will not be paid to employees who are only required to work days;
- 7) Employees assigned to days will not receive the salary fix or participate in the floating overtime bank until they are certified and assigned to the full shift cycle. Until that time, if they are required to work on a night shift, they will receive a shift differential of \$1.33 for all regular scheduled hours.

### **9.08 Shift Differential**

**9.08 a)** The Shift differential shall be paid at the rate set out Article 9.08 b) and c) 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.

**9.08 b)** For employees who are not on full shift assignment, working between 16:30 and 08:00 hrs, the shift differential rate is \$1.10.

**9.08 c)** For employees working twelve (12) hour night shifts, shift differential will be paid in accordance with Articles 9.03, 9.05, 9.06 and 9.07 and the rate is \$1.33.

**Note:** Employees who have had their shift differential replaced by a salary fix are no longer entitled to payment for shift differential in accordance with this article of the agreement.

**9.09**        **Work Break**

**9.09 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.

**9.09 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 on route 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.

**9.10**        **Altered Hours for Employees in the Transmission Operational Group**

**9.10 a)** With the understanding that any five (5) consecutive days, Monday to Sunday inclusive, of eight (8) consecutive hours, excluding lunch periods, shall constitute a work week, the Employer reserves the right to alter normal hours and days but shall be required to pay premium time at the following rates for all time worked outside the defined normal hours or days.

- 1) Monday through Friday – double time;
- 2) Saturday, Sunday, Statutory Holidays – double time;
- 3) When employees are assigned to work altered hours for a period of five (5) consecutive days or more, the premium rate to be paid Monday through Friday will be time and one half;
- 4) Employees will be notified before the beginning of work that their schedule has been altered in accordance with this article.

**9.10 b)** The above rules for altered hours shall not apply to one (1) day situations. One (1) day situations will be dealt with in context with the overtime and rest period clauses.

**9.10 c)** In no case will an employee be required to revert back to normal hours without eight (8) hours rest and any time lost to accommodate this rest period shall be paid time.

**9.10 d)** The Employer agrees to provide as much notice as possible prior to altering hours.

**9.11**        **Alternative Hours of Work**

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

**9.11 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,

**9.11 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:

- 1) 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;
- 2) 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

## Union Draft December 4, 2020

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;

- 3) 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 (1) 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;
- 4) 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 (5) 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;
- 5) 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 two (2) and three (3) above.

### **9.11 c) Alternative Work Weeks**

The Employer may change an employee's normal work week, for all or part of a pay period, 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:

- 1) 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;

Union Draft December 4, 2020

- 2) 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;
- 3) If a statutory holiday or period of rest falls during a scheduled alternative work week, the employee will receive eight (8) hours pay and may choose to take 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).
- 4) When the July 1<sup>st</sup> or November 11<sup>th</sup> statutory holidays occur mid-week, at the discretion of management, the statutory holiday may be celebrated at either the start or the end of that work week for employees.
- 5) 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;
- 6) An Employee (other than employees in the line trade) in the Distribution, Customer and Corporate Services Operational Group, 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. Failure to provide twelve (12) hours of notice for such overtime will result in the overtime being paid as call-out overtime. (See art. 10.02 c) Definitions)
- 7) Employees in Distribution line trade, (Power Line Technician, Lead Power Line Technician, Customer Service Representative , and General Foreman) and all employees in the Transmission operational group, who work scheduled overtime between the hours of 08:00 and 22:00 hours 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.
- 8) Hours of work for an altered work week for employees may be scheduled at management's discretion within a window from 07:00 and 20:00;

**9.12 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 10**

**10 - OVERTIME AND PREMIUMS**

**10.01 General**

Overtime rates will not be paid for work performed during normal or alternative hours of work. All overtime must be pre-approved prior to performing work. All callouts are considered pre-approved overtime.

**10.02 Definitions**

**10.02 a) Normal Workday** means the normal workday as defined in this agreement or such workday as is substituted therefore in keeping with the terms of this agreement.

**10.02 b) Unscheduled Extension Overtime**, means pre-approved overtime work performed prior to or at the conclusion of and continuous with the Normal Workday.

**10.02 c)** Scheduled Overtime for non-shift employees means pre-approved overtime on a normal workday whether continuous with the workday or not 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, for scheduled overtime outside normal hours of work, will result in the overtime being classed as Call-Out Overtime or Extension Overtime.

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

**10.02 d) Scheduled Overtime** for shift employees means pre-approved 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

## Union Draft December 4, 2020

shift worker to replace an absent fellow employee shall be defined as scheduled overtime irrespective of notice given and shall be deemed to be pre-approved.

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

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

### **10.3) Application of Call-Out Overtime**

Call-out overtime will apply as follows

- 1) 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;
- 2) 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;
- 3) An employee who is not on an on call roster but is called out before the start of their normal (or altered) work day and whose work continues into the normal work day or regular shift, 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;
- 4) 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 three (3) above;
- 5) Work during noon break shall not count as a call-out, but shall be paid in accordance with Article 10.05;
- 6) 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 callout 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 callout rate; however they will not be entitled to an additional callout for returning to that work.

**10.04**      **Overtime Rates**

**10.04 a)      Non-Shift Workers**

For all time worked outside the normal or altered hours of work defined in Article 9, pay shall be as follows:

- 1) Monday through Friday between 08:00 and 22:00 - time and one half
- 2) Monday through Friday between 22:00 and 08:00 - double time
- 3) Saturday, Sunday - double time
- 4) Statutory Holiday - double time in addition to normal day's pay
- 5) Callout - double time

**10.04 b)      Shift Workers**

For all time worked outside the normal or altered hours of work defined in Article 9, pay shall be as follows:

- 1) Monday through Friday between 08:00 and 22:00 – time and one half
- 2) Monday through Friday between 22:00 and 08:00 – double time
- 3) Saturday, Sunday – double time
- 4) Statutory Holiday – double time in addition to normal day's pay
- 5) Call-out – double time
- 6) Double time days as indicated in the shift schedule – double time
- 7) 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)

**10.04 c)      Overtime – Abnormal Storm Conditions**

For all time worked outside the normal or altered hours of work defined in Article 9 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-1366. The value of SAIDI/day is adjusted annually, based on the latest five (5) years of outage history.



**10.05 Minimum Period of Overtime and Cancellation of Overtime**

**10.05 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 (1/2 hour) at the prevailing overtime rate.

**10.05 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.

**10.05 c)** If required, upon completion of an assignment to work unscheduled extension overtime, an employee will be provided with transportation to their home.

**10.06 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 to 13:30 or if an employee's hours are altered as per Article 9.

**10.07 Period of Rest**

**10.07 a)** Worker fatigue is known to be a leading cause of accidents. The purpose of the NB Power "Safe Hours of Work" policy and the following period of rest provisions are to ensure that workers have had adequate rest prior to resuming work. In some circumstances, it is possible that even with these measures workers may still be too fatigued to perform work of a complex or hazardous nature. In those cases, the worker should discuss the situation with their Supervisor in order to determine if other work can be assigned.

Union Draft December 4, 2020

**10.07 b)** All non-shift employees who are required to work pre-approved overtime between the hours of 23:00 and their scheduled start time the next day for their normal work day, shall be entitled to a period of rest without loss of regular pay under the following circumstances:

- 1) A minimum of three (3) call-outs between 23:00 and 08:00 (D)
  - Off until 16:30 the same day
- 2) A minimum of five (5) hours worked between 23:00 and normal start time for that scheduled work day.
  - Off until the end of their normal scheduled work day the same day.(Transmission)
- 3) Employees Transmission, who work a minimum of three (3) hours between 0:00 and 5:00hrs:
  - Off until the beginning of scheduled work after the noon break on the same day.
- 4) 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

6) In addition, minimum standards for safe hours of work are set out in the Employer's Health & Safety Standards (see Appendix "G" 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 one (1) or two (2) of that standard, they will be entitled to a period of rest of eight (8) hours with no loss in pay. Under section three (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.

**10.07 c)** In circumstances where the current job may either be completed or placed in a safe state within two (2) hours of the start of the normal or alternative hours of work, subject to any applicable health and safety standards, the employees may continue working with supervisory approval, and will be compensated at time and one half for the actual time worked. Minimum standards for safe hours of work are set out in the Employer's Health & Safety Standards (see Appendix "G" for the current version of that standard).

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

**10.08**      **Banking of Overtime**

**10.08 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).

**10.08 b)**      Total hours entered in the “rolling bank” for full shift employees shall not exceed ninety six (96) hours at any point in time. For non-shift employees, the “rolling bank” shall not exceed eighty (80) 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 the maximum hours. The Employer may schedule up to twenty-four (24) hours of time off for an employee, using banked hours in excess of the first forty (40) entered into the bank by the employee.

As of September 1 of each year, requests for banked time off will not be approved until the employees unscheduled vacation time is depleted to the equivalent of one weeks’ worth of unscheduled vacation time. The exception would be for employees requesting to use banked time for periods of three (3) hours or less.

**10.08 c)**      When time off for shift workers requires replacement at overtime rates, time off will only be granted if the shift worker reimburses such time off at replacement value. As they may be required to reimburse some time off at replacement value, total eligible time off that can be entered in the bank shall be a maximum of ninety-six (96) hours at any point in time in any fiscal year. A shift employee who has used banked time can continue to bank additional time as long as it does not exceed a maximum of ninety-six (96) hours.

**10.08 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.

**10.08 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.

**10.08 f)**      Withdrawal from the bank will not take precedence over scheduled vacation and employees will be unable to overdraw the bank.

**10.08 g)**      The rolling bank will not be paid out automatically by the employer. Banked time credits may be taken at any time as a pay-out providing the employee enters the number of hours requested at code 71 on their timesheet. Hours withdrawn cannot exceed the banked time credits.

Union Draft December 4, 2020

**10.08 h)** Employees moved from one Collective Agreement to another, through reorganization, transfer, internal staffing process, appointment, restructuring, accommodation etc. will receive a pay-out of all banked time credits upon joining the new Division.

**10.09 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:

**10.09 a)** During the period:

End of Scheduled Work Week	Beginning of Scheduled Work Week	Scheduled On-Call Week	Replace Scheduled On-Call Unplanned	Supplementary On-Call (Standby) Per Period
		Schedule #1	(RWU)	Schedule #2
Monday <u>to</u>	Tuesday	1 Hour	2 hours	3 Hours
Tuesday <u>to</u>	Wednesday	1 Hour	2 hours	3 Hours
Wednesday <u>to</u>	Thursday	1 Hour	2 hours	3 Hours
Thursday <u>to</u>	Friday	1 Hour	2 hours	3 Hours
Friday <u>to</u>	Saturday 08:00	2 Hours	3 hours	4 Hours
Saturday 08:00 <u>to</u>	Sunday 08:00	2 Hours	3 hours	4 Hours
Sunday 08:00 <u>to</u>	Beginning of Scheduled Work	2 Hours	3 hours	4 Hours
Statutory Holiday = 2 additional hours of pay at straight time				

**10.09 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 fourteen (14) 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 (replace scheduled on-call unplanned – RWU).

**10.09 c)** If an employee is placed on the regular on-call roster more frequently than one (1) week in three (3) weeks they shall be paid an additional three (3) hours pay per week for such scheduled duty. This provision will not apply to short term replacement (less than a week) as anticipated in (b) above.

Union Draft December 4, 2020

**10.09 d)** Employees accepting on-call, supplementary on-call or replace scheduled on call unplanned shall keep themselves readily available. Employees wishing to be relieved of on-call (except in the case of sickness) must arrange for a replacement approved by the supervisor.

Employees with a residency requirement and on-call are expected to be within their residency area and able to be on their way to the work or to retrieve a work vehicle for which they have been called out within fifteen (15) minutes of receiving the call-out.

**10.09 e)** When accepting on-call, supplementary on-call or replace scheduled on-call unplanned and instructed by the Employer to retrieve a work vehicle in advance of responding to a trouble call, the employee will be paid a call-out.

When accepting on-call, supplementary on-call or replace scheduled on-call unplanned and the Employer does not request the employee to retrieve a work vehicle, the employee will not be paid a call-out until responding to a trouble call.

In circumstances where the Employer does not instruct the employee following their on-call, supplementary on-call or replace scheduled on-call unplanned to return the work vehicle prior to the next regular work day the employee will not be paid a call-out.

An Employee will be paid a call-out when directed by the Employer to return the work vehicle prior to the next regular work day.

**10.09 f)** In the event of a storm and or storm preparation where the Employer requests that contractors be staged to a specific location to help support the storm, the practice will be where operational feasible to consider placing the local PLT's on Supplementary on call. The decision to place the local PLT's on supplementary on call will be made by the Command Center. It is understood between the parties that should any dispute arise from this practice the matter will be referred to the Local Labour Management Committee for resolution and will not be subject to a grievance.

If an employee(s) is placed on Supplementary on call (Standby) and is asked to be in another location (Staged at a hotel or other) outside of their local area, they will be paid one hour at strait time in addition to Supplementary on call.

**10.09 g)** Communication devices will be available for employees who are on the regular on call-roster.

**10.09 h)** 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.

**10.09 i)** 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.

## Union Draft December 4, 2020

In order to maintain and ensure a continuous operation, TLM Supervisors are responsible for coverage for their area of responsibility outside of the normal or alternative hours of work. In circumstances where they may not be available, TLM Supervisors must arrange for replacement coverage and must inform the Energy Control Centre of the name and phone number of their alternate contact. TLM Supervisors will not be compensated for this responsibility and should a lack of coverage occur, TLM Supervisors must develop a coverage plan acceptable to management to ensure continuous coverage is maintained in the future.

**10.09 j)** Employees on on-call duty (Regular, Supplementary or Replace Worker Unplanned) shall be paid an additional two (2) hours at straight time for each Statutory Holiday for which the employee is on-call.

**10.09 k)** The Energy Control 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.

**10.09 l)** 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:

- 1) 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 1<sup>st</sup> 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;
- 2) Customer Service Representatives assigned to outlying areas shall not be eligible for removal from the regular on-call roster;
- 3) Subject to operating requirements, Customer Service Representatives assigned to outlying areas shall not appear on the roster as first person on call;
- 4) 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 m)** When employees in the Power System Technician (high and low voltage) classification (including the Senior classifications), are on-call, they are on-call for the province. As well, they have an enhanced responsibility for providing after hours response for calls in their area.

To compensate for this the Power System Technician wage rate includes compensation for serving on a local list that provides a resource in each location identified by the Employer. Employees on the local list will be contacted first when there is an issue in their area and if available, the employee will take the call. If not available, the employee designated as on-call for the province will be contacted.

**10.10 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 neighboring 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 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.

**10.10 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 a letter of agreement attached in Appendix "J". Where there is a conflict between the letter of agreement and the Collective Agreement, the terms of the letter of agreement will apply. In addition, employees traveling outside of the province of New Brunswick to assist in emergency power restoration will be paid at double the employee's normal hourly rate for all time spent working or traveling after leaving the province.

**10.10 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/TLM Crew Lead or an employee relieving as a Lead PLT/Crew Lead as part of the crew complement to ensure that the neighboring utility has a point of contact for communication and direction for the assigned work.

**10.11 Height and Blasting Premiums**

**10.11 a) Height Premium**

When an employee in the Line Trade, works at heights of 60 feet (18.3 meters) or more from the ground on Distribution, transmission or communication structures, whether climbing, or from a helicopter excluding aerial devices on behalf of the Employer, the employee shall receive an additional amount equivalent to 1 (one) hour pay at the employee's normal hourly rate for each day that such work is performed.

**10.11 b) Blasting Premiums**

When an employee performs Blasting Activities on behalf of the Employer, the employee shall receive an additional amount equivalent to 1 (one) hour pay at the employee's normal hourly rate for each day that such work is performed.

**10.12 Protective Suit and Mask Allowance**

When an employee is required to work in a protective chemical or disposable suit and full face respirator mask they shall be paid a special allowance of \$2.50 per hour with a minimum of two (2) hours pay during a normal work day. During overtime hours, this allowance shall be \$2.50 per hour with a minimum of one (1) hours pay.

**ARTICLE 11**

**11 - OVERTIME MEAL ALLOWANCE**

**11.01** Definitions of "overtime" will be as per Article 10.

**11.02 Satisfaction of Entitlement**

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

- 1) Provision of a meal; or
- 2) Payment in lieu at the rate of \$22.00 upon date of signing.

**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 (4) hours. When an employee is pre-approved to work overtime from home, expenses for the procurement of a meal will not be provided.



**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 work day. In any event when unscheduled extension overtime work exceeds two (2) hours the following shall apply:

- 2nd meal allowance - when overtime work exceeds four (4) hours additional hours
- 3rd meal allowance - when overtime work exceeds eight (8) hours additional 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) During Scheduled Overtime**

- 1 meal allowance only when Scheduled Overtime work exceeds twelve (12) consecutive hours

**11.04 e) 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 Field Operations 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 12

### 12 - TRAVEL

The Parties recognize that many employees in the bargaining unit are required to travel on a regular basis to perform their work. The following represents full compensation for all costs as a result of travel, which must be pre-approved, on behalf of the Employer

#### 12.01 a) Travel Rules:

For the purposes of determining compensation for travel, the following rules apply:

- 1) Travel time is measured as actual travel from an employee's headquarters to work site, work site to work site, accommodations to work site, whichever is less. For non-headquartered employees only, from home to work site. In the Fredericton area, all of the NB Power locations are considered one (1) headquarters and no compensation for travel will be paid between these locations except for the cost of the parking to attend a meeting or training.
- 2) As directed by management, an employee's supervisor will determine:
  - whether travel will take place during or outside of an employee's normal or alternative work day
  - the time at which employees will report to a work site
  - whether employees may use their own vehicles for travel
  - whether employees will be allowed to stay overnight in accommodation; however, when an employee has traveled more than 80 km (as measured in (1) above) the employee can discuss with their manager whether overnight accommodation may be appropriate in their circumstances;
- 3) Time traveled outside of an employee's normal or altered hours of work as a result of job postings or interviews is not overtime and will not be paid. However, when extended travel as a result of job postings or interviews is required, and when scheduling permits, all or part of this travel time will be allowed during the normal work day.

#### 12.01 b) Compensation for time traveled:

- 1) **Work Activities** – all travel for work activities other than 2) or 3) below, outside of an employee's normal or alternative hours of work will be paid at prevailing overtime rates.
- 2) **Safety/All hands, Meetings / Required Training** – all travel for Safety / All Hands meetings or Required Training, outside of an employee's normal or alternative hours of work, will be paid at the employee's normal hourly rate (code 30 TRV – Overtime 1.0 Travel). If the location is within twenty (20) km of employees Home, Accommodation or Headquarters there is no compensation for travel. The exception to this is for Time spent in travel on Saturday, Sunday and statutory holidays shall be paid at the prevailing overtime rate.

- 3) **Air Travel** – when an employee is required to travel by air, outside their normal or altered hours of work, they will be paid for a **maximum of eight (8) hours** at their normal hourly rate each way, **or** the actual number of hours travelled, whichever is less (code 30 TRV – Overtime 1.0 Travel). Exceptional circumstances will be discussed with the Supervisor for resolution.

	<b>Work Activities</b>	<b>Safety/All Hands Meetings and Required Training</b>	<b>Air Travel</b>
Pre-approval	required	required	required
When	outside normal / alternative hours of work	outside normal / alternative hours of work	outside normal / alternative hours of work
Conditions		more than 20 km	8 hour maximum / each way <b>or</b> actual number of hours travelled – whichever is less
Compensation	prevailing overtime rates (code 31 TRV-Overtime 1.5 Travel / code 32 TRV-Overtime 2.0 Travel)	normal hourly rate (code 30 TRV-Overtime 1.0 Travel)	normal hourly rate (code 30 TRV-Overtime 1.0 Travel)

**12.01 c) In-Province Travel expenses (meals, mileage & per diem)**

Compensation for meals, mileage & per diems for in-province travel will be provided as follows:

1) When an employee has received approval to use their personal vehicle for travel, mileage will be paid at the rate set out in corporate policy (as amended from time to time), and mileage will only be paid to the driver of the vehicle;

2) When an employee has received approval to stay overnight in accommodations, they will be paid in accordance with corporate policy for that accommodation;

3) Employees in the Transmission work groups and the Vegetation crews staying in accommodation will receive a flat rate of \$65.00 per night as full compensation for meals and incidental expenses, and the provisions of corporate policies will not apply. This rate is in recognition for excessive nights away from home.

- If at any time, a meal is provided excluding Continental breakfast, the per diem amount above will need to be subtracted by the valued amount in 9) below.
- In the case of Storms, and all meals are provided item 3) above will not apply.

Union Draft December 4, 2020

4) Employees in Distribution work groups staying in accommodation will receive a flat rate of \$48.00 per night as full compensation for meals and incidental expenses, and the provisions of corporate policies will not apply.

- If at any time, a meal is provided excluding Continental breakfast, the per diem amount above will need to be subtracted by the valued amount in 9) below.
- In the case of Storms, and all meals are provided item-4) will not apply.

5) When travel outside of normal work hours exceeds two (2) consecutive hours (not including time taken to eat), one (1) meal allowance will be paid as provided in article 11).

6) Compensation for meals when an employee is not staying in accommodations (as provided in Article 12.01 C 9 ) will be provided to employees attending an NB Power sponsored Safety/All Hands meeting or Required Training, when it is not part of an employee's normal work, are held at a location that is not an NB Power work site and no meal is provided.

- When employees are attending a one-half day NB Power sponsored Safety/All Hands meeting or Required Training the Employer is not obligated to provide a meal or pay a noon meal allowance unless the training or meeting continues past 12:30 and or the employee will travel 380 km or more round trip. Individuals scheduled to attend a one-half day meeting or training should come prepared to provide their own noon meal unless otherwise instructed.

7) Employees pre-approved to stay in accommodation and choose to stay in alternate lodging (such as with a friend, relative or other, excluding employee's residences) will receive a flat rate of \$50.00 per night as compensation for accommodation and the corporate policy rate will not apply.

8) In those circumstances pre-approved by the Employer, a travel allowance of \$50.00 per day will be available to compensate employees who request to travel on their own time and use their own vehicle. This payment represents the total compensation for such travel and no additional compensation will be paid for travel time, meals, mileage or any other related expense.

9) The rate for meals while travelling on behalf of the employer will be as set out below and the corporate policy will not apply:

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

**12.01 d) Out-of-Province Travel Compensation:**

Compensation for expenses incurred during travel out-of-province (not including travel time) will be paid in accordance with corporate policy (as amended from time to time). If there is any conflict between a policy and this agreement, the terms of the agreement will apply.

**12.02 Linetrade Employees (Distribution Operations) Weekly Travel Allowance:**

**12.02 a)** The Employer has the right to assign linetrade employees and/or crews to perform planned work outside of their headquarters. Subject to operational requirements, volunteers will be sought prior to the Employer's selection of linetrade employees for these assignments. Linetrade 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.

**12.02 b)** Linetrade employees who appear on an on call roster and are assigned to perform planned work for the entire regular work week (as per art. 9) outside of their headquarters and who are required to stay overnight, will receive \$50.00 per day worked for miscellaneous expenses in addition to any other expenses provided in this agreement or under corporate policies excluding the increment for incidental expenses. If scheduled for the entire work week and cancelled early by the employer, the employee will receive \$50 per day worked. This compensation is to cover lost work opportunities while outside of their headquarters.

**12.03 Travel Provisions for Powerline Technician Apprentices (meals, mileage & per diem)**

Compensation for meals, mileage and per diem's for power line technician apprentices for the duration of their apprenticeship will be provided as follows;

a) When an apprentice has received approval to use their personal vehicle for travel, mileage will be paid at the rate set out in corporate policy (as amended from time to time), and mileage will only be paid to the driver of the vehicle;

b) When an apprentice has received approval to stay overnight in accommodations, they will be reimbursed for that accommodation as per corporate policy and will receive a flat rate of \$55 per night as full compensation for all meals and incidental expenses, and the provision of the corporate policy will not apply;

c) When travel outside of normal work hours exceed two (2) consecutive hours (not including time taking to eat), a meal allowance as provided in article 11 of the collective agreement will be provided. Where there is an entitlement to more than one meal allowance (i.e. a travel meal or an overtime meal) for the same period of time (i.e. breakfast or supper) the apprentice will only be entitled to compensation for one meal;

d) Compensation for noon meals when an apprentice is not staying in accommodations as per 12.01 c) 9 herein, will be provided to apprentices attending an NB power sponsored meeting or training, when such meetings or training are not part of an apprentice's normal work, are held at a location that is not an NB Power work site and no noon meal is provided.

**ARTICLE 13**

**13 - 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 shall be as follows:

<b>Length of Service</b>	<b>Compensation</b>
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:

- 1) 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;
- 2) When the supervisor requests it and if the absence for sickness exceeds two (2) days, submits a certificate to support such absence from a medical practitioner. The certificate must be submitted within seven (7) days of the commencement of the absence;
- 3) When the absence for sickness exceeds five (5) days, submit a report from the medical practitioner (in the form approved by the Joint Benefits Advisory 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 practitioner'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 Corporation.

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

The Employer will maintain all ENERflex benefits for employees on Long Term Disability. The Health and Dental plans provided by the Employer shall be Standard Medical (Managed Care) and Standard Dental (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 in accordance with the Long Term Disability plan.

Union Draft December 4, 2020

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.

**13.06 Bereavement Leave**

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

10 Consecutive Normal Work Days	5 Consecutive Normal Work Days	3 Consecutive Normal Work Days	2 Normal Work Days	1 Normal Work Day
Child	Spouse	Grandparent		Aunt / Uncle
	Stepchild / Grandchild	Mother / Father – in - law	Brother / Sister – in - law	
	Parent / Guardian		Relative living in household	
	Brother / Sister			

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

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

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

**13.06 e)** In accordance with the **Employment Standards Act**, (SND 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 no 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 for Maternity Leave**

To qualify for Maternity Leave, an employee must:

- 1) Notify her supervisor of the pregnancy three (3) months before the anticipated date of delivery; and,
- 2) Give two (2) weeks' notice prior to the commencement of the leave.

**13.07 c) Term of Maternity Leave**

Maternity Leave may commence at the end of the seventh (7<sup>th</sup>) month of pregnancy.

Maternity leave is an unpaid leave for a term of up to seventeen (17) weeks. Employees can take the first week as paid sick leave. For employees eligible for and participating in the Supplementary Unemployment Benefit Plan (the "SUB Plan"), the employer will provide a top up to such employees while they are receiving EI Maternity benefits for a maximum period of fifteen (15) weeks.

Following maternity Leave, the employee may take unpaid leave of up to 62 (sixty-two) consecutive weeks for Parental Leave. If an employee takes both Maternity and Parental Leave, the leave in total shall be no longer than seventy-eight (78) weeks.

**13.07 d) Benefits During Leave**

For employees on Maternity Leave who are eligible for and are participating in the Supplementary Unemployment Benefit (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 or Adoption 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 will benefit coverage extend beyond thirty-six (36 weeks EI 35 weeks plus 1 week unpaid).

**Note:** Contributions to the ***New Brunswick Public Service Pension Plan (NBPSPP)*** may not be remitted while an employee is on leave. Employees may apply to purchase the pension service to cover the leave of absence when they return to work, subject to the plan provisions at time of application.

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 SUB 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 a maximum to fifteen (15) weeks for Maternity leave and up to a maximum of ten (10) weeks for Adoption or Parental leave. All normal payroll deductions except contributions to the ***New Brunswick Public Service Pension Plan (NBPSPP)*** 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**

An unpaid leave of absence, up to a maximum of sixty-two (62) consecutive weeks, shall be provided to a (either) parent for Parental or Adoption Leave. All benefits of Maternity Leave contained in this agreement apply to Parental Leave or Adoption Leave, with the following exceptions:

- 1) For Adoption leave, the employee will be eligible for top-up to the amount of their regular pay prescribed under the Supplementary Unemployment Benefits (SUB) plan for a maximum of ten (10) weeks in accordance with the terms of the SUB plan; if the employee elects, under the *Employment Insurance Act* S.C. 1996, c. 23 to take thirty-five (35) weeks off work. If the employee elects, under *Employment Insurance Act*, to take sixty-one (61) weeks off work, the employee will not receive top up to the amount of their regular pay but will instead, for the first ten (10) weeks, receive the same

amount from the employer they would have received had they elected to take thirty-five (35) weeks off work. The parties understand and agree that, despite the changes to the *Employment Insurance Act*, the employer will not pay employees more top up than employees received prior to the legislative changes.

- 2) For Parental leave, the first week is not paid as short term sick leave
- 3) For Parental Leave, if an employee has received a top up under the SUB Plan for Maternity Leave or Adoption Leave, the employee is not eligible to participate in the SUB Plan for Parental Leave (i.e. received no further top up beyond the top up received while on Maternity Leave).
- 4) For Parental Leave, if an employee has not already received a top up under the SUB Plan for Maternity Leave or Adoption Leave, the employee who is eligible for and participates in the SUB Plan will receive a top up to the amount of their regular pay for a maximum period of ten (10) weeks if the employee elects under the *Employment Insurance Act*, to take thirty-five (35) weeks off work. If the employee elects, under the *Employment Insurance Act*, to take sixty-one (61) weeks off work, the employee will not receive a top up to the full amount of their regular pay but will instead, for the first ten (10) weeks, receive the same amount from the employer they would have received had they elected to take thirty-five (35) weeks off work. The parties understand and agree that, despite the changes to the *Employment Insurance Act*, the employer will not pay employees more top up than employees received prior to the legislative changes.
- 5) For Adoption Leave, employees who are eligible for the 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 up to a maximum of thirty-six (36) weeks;
- 6) During the period of Parental leave, the Employer will pay ENERflex benefit coverage for a maximum period of thirty-six (36) weeks.

**13.08 b) Requirements to Qualify**

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

- 1) In the absence of an emergency, give four (4) weeks written notice to their supervisor of the commencement date and length of the leave; and
- 2) Provide their 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(s) under these articles**

An employee taking Parental Leave or Adoption Leave must begin their leave no earlier than the date on which the newborn or adopted child came into the employee's care and custody and end no later than sixty two (62) weeks following after that date.

Employees taking Maternity Leave (17 weeks) and requesting Parental Leave (62 weeks) must commence the Parental Leave immediately on the expiration of the maternity leave, unless the Employer and employee agree otherwise. Employees can make their application for both Maternity Leave and Parental Leave at the same time. The aggregate amount of leave that may be taken by one or two employees under this article (for Maternity Leave or Parental Leave) for the same birth shall not exceed seventy eight (78) weeks.

If both parents are employees, the Parental Leave or the Adoption Leave may be taken wholly by one of the employees or shared by the employees. The aggregate amount of leave that may be taken by two (2) employees under this article (for Parental Leave or Adoption Leave) with respect to the same birth or adoption shall not exceed sixty-two (62) weeks.

**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.

Benefit Overview

In the event of a conflict between the tables below with Articles 13.07 – 13.08, articles 13.07 – 13.08 shall apply.

<u>Benefit Name</u>	<u>Maximum Leave</u>	<u>Benefits</u>	<u>Pay</u>
<u>Maternity Leave (for the person giving birth)</u>	<u>17 weeks</u>	<u>Employer contributions will be paid for a maximum of 15 weeks if employee qualifies and participates in SUB plan</u>	<u>15 weeks' top up if the employee qualifies and participates in the SUB plan</u>  <u>If employee is not eligible or does not participate in SUB Plan, they can take the first week off as paid sick leave.</u>
<u>Parental Leave</u>	<u>62 consecutive weeks</u>	<u>Employer contributions paid up to a maximum of 36 weeks.</u>	<u>If an employee has received a top up under the SUB Plan for Maternity Leave or Adoption Leave, the employee is not eligible to participate in the SUB Plan for Parental Leave.</u>  <u>If the employee has not received a top up for Maternity or Adoption leave, then the employee will receive 10 weeks' top up if the</u>

			<u>employee qualifies and participates in the SUB plan.</u>
<u>Adoption Leave</u>	<u>62 consecutive weeks</u>	<u>Employer contributions paid up to a maximum of 36 weeks.</u>	<u>10 weeks' top up if the employee qualifies and participates in the SUB plan.</u>

**13.09 Parental Leave**

One (1) day leave of absence with pay will be granted to an employee on the occasion of the birth or adoption of their child. Employees receiving benefits under article [maternity leave] are not eligible for benefits under this section.

**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 Personal Leave**

**13.11 a) Paid Personal Leave**

The Employer shall grant paid personal leave for employees under the following circumstances:

- 1) Employees are entitled to a maximum of sixteen (16) hours of paid leave or fourteen and one-half (14.50) hours of paid leave or twenty-four (24) hours of paid leave as per the employees normal hours of work in any calendar year;
- 2) Leave may be taken on an hourly basis with the minimum duration being one half (0.5) hour;
- 3) As with vacation entitlements, scheduling of paid personal leave is subject to supervisory approval and is to be requested as per scheduled vacation with ten (10) calendar days' notice;
- 4) Where it is impossible to schedule use of paid personal leave within ten (10) calendar days' notice, employees must request this leave a minimum of twenty-four (24) hours in advance. The supervisor may waive the notice period;
- 5) Where it is impossible to schedule the use of paid personal leave with a minimum of twenty –four (24) hours in advance as the employee requests the leave to look after an “urgent matter”, the supervisor will waive the notice period;
- 6) Personal leave will be given the same consideration as unscheduled vacation. Such requests will be considered on a first come, first served basis and will be contingent on work requirements;

- 7) The allotment of personal leave must be used in the year it is granted; unused personal leave will not be carried over or paid out;
- 8) This leave shall be charged to a separate time code (code 70 FAM).

**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 outlined 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.

**13.12 Top Up for Compassionate Care Leave**

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

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

**13.13 Leaves under *Employment Standards Act***

The parties recognize that, except where leaves of absences are provided for under this Agreement, the employer will grant leaves of absence to employees based upon and in accordance with the leaves of absences recognized under the *Employment Standards Act, S.N.B. 1982, c. E-7.2, as amended from time to time. Unless provided for under this Agreement or under the *Employment Standards Act, S.N.B. 1982, c. E-7.2, as amended from time to time, all leaves will be without pay.**

## ARTICLE 14

### 14 - EMPLOYEE BENEFITS

#### 14.01 ENERflex Program

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

**14.01 b)** The Employer will contribute an additional twenty dollars (\$20.00) bi-weekly of ENERflex credits for all eligible employees in April of each year. This amount is in addition to the Employer's normal contribution outlined in 14.01 a) above and replaces the previous NB Power Group RRSP Employer contribution.

#### 14.02 Injured on Duty

**14.02 a)** After the 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 WorkSafe N.B. 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 WorkSafe N.B. 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 two (2) or less working days as per legislation, prior to the waiting period (without pay) set out in the legislation. However, in accordance with the legislation, the 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 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 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 Shared Risk Plan (PSSRP)*.

**14.04 Retirement Allowance**

Current employees will be treated as per the attached Letter of Agreement.

**14.05 Rights and Benefits for Temporary Employees**

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

**14.06 Certification Fees**

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

**14.06 b)** Employees required by the Employer to qualify as North American Electric Reliability Council (NERC) Certified Operators shall receive \$500.00 upon initial qualification. An employee failing to qualify on the first attempt, who is successful on the second attempt, shall receive \$250.00. An employee failing to qualify on the second attempt will be required to qualify, but will be ineligible for any monetary compensation. To recognize the requirement for ongoing training for an employee to maintain their certification, the Employer will provide a one-time payment of \$250.00 to employees who are certified.

**14.06 c)** The Employer will support on-going training for employees maintaining their professional certification.



**ARTICLE 15**

**15 - 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, Family day or days that are celebrated as such; also any other day proclaimed by an appropriate Federal or Provincial Government authority. (Workers on a full shift assignment will receive a credit of 8 hours vacation for Family Day)

**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 25<sup>th</sup>.

**15.03** Whenever December 24<sup>th</sup> is a regular work day, and when operating requirements on that day permit, each location shall maintain only a minimal administrative support staff after 13:00. 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 13:00 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. Employees who take vacation on December 24<sup>th</sup> and December 31<sup>th</sup> will need to request and take 7.25 or 8 hours for the full day.

**ARTICLE 16**

**16 - VACATION**

**16.01 a) Entitlement for Employees**

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

<b>Vacation*</b>	<b>Continuous Service</b>
3 weeks	Date of Hire
3 weeks + 2 days	4 years
4 weeks	8 years
4 weeks + 1 day	12 years
4 weeks + 2 days	16 years
4 weeks + 4 days	18 years
5 weeks	20 years
5 weeks + 2 days	22 years
5 weeks + 4 days	24 years
6 weeks	25 years

**\*pro-rated as per Article 16.01 b) below**

**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.

**16.01 c)** The Employer retains the right to cancel employee vacation due to operational requirements.

Where the Employer speaks with the employee, vacation is deemed cancelled by way of directing or requesting an employee to report to work on a scheduled vacation day.

In recognition that this is not a normal or preferred practice the Employer will ensure cancelled vacation is returned to the employee's vacation entitlement. In circumstances where an employee has requested a full vacation day and is required to work a portion of that time the Employer will ensure the full

## Union Draft December 4, 2020

vacation day is returned to the employee's vacation entitlement and the employee is paid for a regular day of work at their normal rate of pay.

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

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

**16.01 f)**        An employee who resigns from NB Power but who returns at a later date, upon request, is given vacation credit for previous experience with NB Power, subject to the following conditions: the employee is classified as a Regular or Term employee, and was previously classified as such;

- Upon bridging, the employee is credited for the total previous service, to the nearest month.

Temporary employees with at least one (1) year of service who are laid off and rehired within twelve (12) months are immediately credited for their total previous service, to the nearest month.

### **16.02 Vacation Carryover**

Vacation carryover will be administered as per corporate policy.

**ARTICLE 17**

**17 - SERVICE AND SENIORITY**

**17.01 a) Service**

Length of continuous employment since the date of last hire by NB Power and its predecessors shall be known as service. For the purposes of determining entitlement to sick leave, and vacation 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 at NB Power.

Service for regular/seasonal employees will include periods of temporary release for the purposes of Articles 17.02 a) Layoff and 17.06 Internal Staffing and for determining level of entitlement to benefits. However, benefits will be prorated on the basis of actual periods worked.

**17.01 b) Seniority**

- 1) Within the Transmission, Distribution Customer and Corporate Services (TDCCS) bargaining unit, seniority will be the same as service, as defined in Article 17.01 a) Service.
- 2) For the internal staffing process affecting line trade classifications (Lineworker "A" Certified, PLT Trainer, Power Line Technician, Lead Power Line Technician, Customer Service Representative, Crew Leader and General Foreman): seniority will be defined as length of continuous employment since the date of last hire by NB Power or its predecessors, while certified and working in these classifications. For the purposes of this article, time spent in the Power Line Technician apprenticeship program while employed by NB Power or its predecessors will count towards an employee's seniority.

**17.01 c) Temporary Employees**

Except for the purposes of job postings, 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 d) Casual employees**

Casual employee's seniority will be calculated as per the letter of agreement in Appendix " " .

**17.01 d) Records**

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

**17.02 Layoff**

**17.02 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 layoff 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:

1) The Employer will identify the classification(s) and location(s) where notice of layoff will be given and the employee in that classification in the location with the least seniority will be given notice of layoff. 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 layoff shall indicate in writing within five (5) working days whether they wish to be laid off and receive severance in accordance with article 17.05 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 (Head Quarters), if that employee has less service than the employee given notice of layoff;

2) An employee who has been given notice of layoff or is displaced in accordance with section one (1) may displace the most junior employee in their classification within their Region ( Customer Interaction center including its satellites, East or West and Head Office), if that employee has less seniority;

3) Where there are no employees in the classification in the Region who have less seniority than the employee who has received notice of layoff in accordance with section one (1), the employee may displace the most junior employee in their classification within the Bargaining Unit, if that employee has less seniority;

4) Where there are no employees in the classification in the bargaining unit who have less seniority than the employee who has received notice of layoff in accordance with section one (1), 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;

5) An employee who is displaced as a result of the operation of section one (1), two (2) or three (3) 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 17.05;

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

## Union Draft December 4, 2020

7) 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;

8) An employee who moves into a position as a result of the operation of sections one (1), two (2), three (3) or four (4) 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 17.05;

9) An employee who is displaced as a result of the operation of section four (4) 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 17.05;

10) 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, TLM Supervisor who is laid off would displace a power Line Technician, not a Crew Leader;

11) 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 layoff;

12) 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;

13) 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;

14) For the purposes of this article of the agreement, the applicable Regions are: the Customer Interaction Centre (including its satellites), Eastern, Western and Head Office;

15) 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 (Feb 28,2008) attached in Appendix “ I ”.

**17.02 b) Regular Seasonal Employees**

Regular seasonal employees are 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 17.02 (a), 17.05 and 17.06 of the Collective Agreement will not apply. For the purposes of Articles 17.02 (a) and 17.06, a regular seasonal employee will receive a full year credit for seniority regardless of the number of hours worked during the year.

Should they not return to work within six (6) months of the end of their previous period of employment, they will be considered permanently released and "laid off" for the purpose of applying the Collective Agreement and Articles 17.02 (a), 17.05 and 17.06 of the Collective Agreement.

**17.02 c) 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 17.02 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.

**17.03 Rehiring**

When the Employer is hiring employees for the Transmission, Distribution Customer and Corporate Services (TDCCS) bargaining unit, preference shall be given to former bargaining unit employees according to previous length of service providing:

- 1) Such employees have had six (6) months previous service in the work headquarters and did not resign or were not discharged for cause;
- 2) Less than twelve (12) months have elapsed since the end of the service referred to in (1) above;
- 3) 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;
- 4) Such employees have the necessary qualifications;
- 5) Regular seasonal and term seasonal employees who have been temporarily released as part of the seasonal nature of their jobs will only have rehiring rights to the regular seasonal or 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;

Union Draft December 4, 2020

6) 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;

7) Employees on maternity/parental leave, and whose term of employment expires during that leave will have their entitlement for rehire adjusted to begin 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 for preference for rehiring will begin when they provide that notice;

8) Former employees retaining rehiring rights within the Collective Agreement will be eligible to participate in the internal staffing process and/or searches.

**17.04 Notice**

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

**17.04 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.

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

**17.05 Severance Benefits**

When a regular or regular/seasonal 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 17.03 of the Collective Agreement, after twelve (12) months have elapsed since their date of layoff and they have not been rehired by the Employer or refused an offer of employment from the Employer.



**17.06 Internal Staffing**

**17.06 a)** The Employer retains its right to fill positions by appointment.

**17.06 b)** When the Employer chooses to fill a position in a classification coming within the scope of this agreement through the internal staffing process, the following rules will apply:

- 1) The details of the internal staffing process will be posted and will remain open for a minimum of ten (10) days and will indicate:
  - Job classification
  - Qualifications required, including equivalency, if any
  - The job description may be attached to each job posting
  - Whether the staffing process may be used to fill more than one position
  - Whether the staffing process may be used to fill future opportunities and, if so, the period of time for which the process will be valid
  - Such other information as the Employer deems pertinent
- 2) A copy of the internal posting will be sent to the Business Manager of the Union.

**17.06 c)** Selection of applicants through the internal staffing process to classifications falling within the scope of this agreement shall be based on ability and qualifications. When ability and qualifications are equal, service shall govern. When ability and qualifications are equal and service is identical, other relevant factors will be considered (eg. non-service time, previous acting assignments, previous experience, casual time, student time, etc.).

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

**17.06 e)** 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.

**17.06 f)** Employees who wish to be considered for acting assignments, temporary assignments or other opportunities that may be filled by appointment should indicate their interest to local management.

**17.06 g)** Any employee who is required by the employer to be on an on call roster will be required to live within a radius of thirty (30) kilometers from their headquarters. In addition, Customer Service Representatives must also live in the community they serve.

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

Union Draft December 4, 2020

headquarters, they will be required to live within a radius of thirty (30) 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 "J". 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.

## 18 - 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 14-18 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, Clothing and Footwear

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 a) Work Gloves

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.

Rubber gloves shall be provided and tested as per existing procedures.

**18.03 b) Footwear**

All employees who are required by Legislation or NB Power Safety Rules to wear safety footwear shall receive footwear allowance.

Employees who require safety footwear on a regular basis shall receive an annual footwear allowance of \$150.00 with no proof of purchase or to a maximum of \$220.00 on condition a receipt is submitted as proof of purchase. Reimbursement of the difference (up to \$70.00) will be through expense claim providing proof of purchase is included.

Employees classified as Lineworker "A" certified, Powerline Technician and Lead Powerline Technician, Crew leader shall receive an annual footwear allowance of \$175.00 with no proof of purchase or to a maximum of \$270.00 on condition a receipt is submitted as proof of purchase for line worker boots meeting the requirements established by NB Power. Reimbursement of the difference (up to \$95.00) will be through expense claim providing proof of purchase is included.

This allowance shall be payable on or about June 1st of each year and only those employees who are on the NB Power payroll on June 1st shall be eligible for the allowance. Employees, who require safety footwear but do not wear such footwear on a regular basis, will be entitled to the footwear allowance once every five (5) years.

Due to the nature of their work employees classified and actively working as Arborists shall have footwear provided yearly by the Employer. The provided footwear will be in lieu of a yearly allowance in June.

**18.03 c) Tools**

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 d) Branded Non-Arc Rated Clothing**

Branded Non Arc Rated clothing are divided into 2 groups. First group is **Daily Wear Clothing** and is given a point scheme for replacement reasons. Second group is **Outerwear** and can be replaced as needed through an approval process with their Supervisor.

Employees are responsible for the care of the clothing, including laundering as per clothing label.

In extreme cases such as PCB oil spilled, etc. Clothing may be replaced or cleaned as required at no cost or loss of points to the employee. In such instances the request will be made to and approved by the employee's Supervisor

Whereas the Employer is providing this clothing it is mandatory for employees in these classifications to wear the clothing when working with the public in any capacity as per this agreement.

**18.03 d) 1.** The Employer shall provide the following “Branded clothing” to employees classified as **Business and Residential Customer Advisors, Right-Of-Way Agents, Technical Energy Advisors, Product Management Specialists** and other employees in classifications who have an on-going need for such clothing:

- 2 short sleeve shirts (5pts ea.)
- 2 long sleeve shirts (5pts ea.)
- 1 all season outerwear garment.

New employees to these classifications will receive the above allotment once. Following the initial issue of clothing, these classifications will receive 15 points yearly for clothing replacement.

**18.03 d) 2.** The Employer shall provide the following “Branded clothing” to employees classified as **Utility Workers, Equipment Operators, Civil Lead, Supervisor Dispatch, Supervisor Civil and Carpenter.**

Daily wear.

- 5 T-Shirts (5pts ea.)
- 2 Hoodies (9pts ea.)
- 5 Cargo Pants (5pts ea.)

Outerwear

- 1 Fall Jacket
- 1 Winter Coat
- 1 Tuque

New employees to these classifications will receive the above allotment once. Following the initial issue of clothing, these classifications will receive 15 points yearly for clothing replacement.

**18.03 d) 3.** For employees working in the field who have an ongoing need for Non-arc rated overalls or coveralls, the Employer shall provide them to be exchanged as necessary.

**Note: Currently this type of clothing is only available in Arc Rated and accessible through Central Stores.**

**18.03 e) Arc Rated Clothing**

For all classifications required to wear Arc Rated Clothing as determined by the Employer, it is mandatory to wear at all times while at work.

Employees are responsible for costs associated with undergarments such as underwear, socks, bras, thermal underwear, undershirts, etc. Employees shall ensure these products are constructed of flame resistant material or a non-melting, flammable material such as cotton, wool, rayon, silk or blends of these materials. Meltable fibres such as acetate, nylon, polyester, polypropylene, and spandex shall not be used in fabric in clothing worn under the arc-rated clothing next to the skin. An incidental amount of elastic used on non-melting fabric underwear, socks or bras may be used.

Employees are responsible for the care of the clothing, including laundering as per clothing label.

Arc Rated clothing are divided into 2 groups. First group is **Daily Wear Clothing** and is given a point scheme for replacement reasons. Second group is **Outerwear** and can be replaced as needed through an approval process with their Supervisor.

In extreme cases such as PCB oil spilled etc. clothing may be replaced or cleaned as required at no cost or loss of points to the employee. In such instances the request will be made to and approved by the employee's Supervisor

Since Arc Rated Clothing are embroidered with NB Power logos and are considered to be PPE, when these garments are replaced, they shall be provided to the employee's Supervisor to be disposed.

**18.03 e) 1.** The Employer shall provide, once yearly, one (1) pair of **Bib overalls or coveralls** as well as an initial issue of lined coveralls if needed, to employees in the following occupations: line trades (**Power Line Technician, Lineworker "A" Certified, Lead Power Line Technician and Customer Service Representative, Crew Leader, Equipment Operators, Power System Technicians** (including Seniors and Supervisors), **Electricians** (including Leads and Supervisors), **Protection and Control Technicians** (including Seniors, Specialist and Supervisors), **Operators and Technicians at HVDC, Metering Technicians** (including Seniors) **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, Arborist, Storekeeper and Utility Worker**, will be provided with an initial issue of overalls or coveralls to be exchanged as necessary.

**18.03 e) 2.** The Employer shall provide the following Arc Rated clothing to employees classified as **Power Line Designers, Meter Reader / Changer and Project Engineering Assistants:**

**Daily Wear Clothing**

- 5 Short Sleeve Shirts
- 5 Long Sleeve Shirts
- 2 Sweaters
- 5 pair of Light Duty Cargo Pants

**Outerwear**

- 1 Light Duty Rain Suit
- 1 Winter Coat
- 2 Tuques

New employees to this classification will receive the above allotment once. Following the initial issue of clothing, these classifications will receive **30 points yearly** for clothing replacement. Whereas the employer is providing this clothing it is mandatory for employees in these classifications to wear the clothing as per this agreement.

**18.03 e) 3.** The Employer shall provide the following Arc Rated Clothing to employees classified as **Power Line Technicians** (including leads, crew leads, Foremen, Supervisors, Customer Service Representatives and Apprentices), **Power System Technicians** (including Seniors and Supervisors), **Electricians** (including Leads and Supervisors), **Protection and Control Technicians** (including Seniors, Specialist and Supervisors), **Operators and Technicians at HVDC, Metering Technicians** (including Seniors):

**Daily Wear Clothing**

- 5 Short Sleeve T-Shirts
- 5 Long Sleeve T-Shirts or Long Sleeve work Shirt (any combination equalling 5)
- 2 Sweaters - Pull-over Hoodie, Zip-up Hoodie or Mountain Gear (any combination equaling 2)
- 5 Cargo Pants – Light Duty or Heavy Duty (any combination equaling 5)

**Outerwear**

- 1 Winter Insulated Jacket
- 1 Winter Insulated Vest
- 1 Fall/Spring Jacket
- 1 Winter Insulated Bibs
- 1 Rain Bibs or Pants
- 1 Summer HVSA safety vest
- 1 Tuque (either Skull OR Ear-Tab Style)
- 1 Balaclava
- 1 Hard Hat Liner (inside) or 1 Hard Hat Liner (outside)
- 1 Neck Warmer
- 1 Backpack

New employees to these classifications will receive the above allotment once. Following the initial issue of clothing, these classifications will receive **55 points yearly** for daily wear clothing replacement.

**18.03 e) 4. The Employer shall provide the following Arc Rated Clothing to employees classified in the Arborist classification:**

**Daily Wear Clothing**

- 5 Long Sleeve Shirts or 5 Short Sleeve Shirts (any combination equalling 5)
- 2 Sweaters - Pull-over Hoodie, Zip-up Hoodie or Mountain Gear (any combination equaling 2)

**Outerwear**

- 1 Winter Insulated Jacket.
- HVSA Winter Bib

New employees to these classifications will receive the above allotment once. Following the initial issue of clothing, these classifications will receive **30 points yearly** for daily wear clothing replacement.

18.03 e) 5. Daily Wear point values for Arc Rated clothing.

Item	Point Value
Short Sleeve T-Shirt	5
Long Sleeve T-Shirt	5
Long Sleeve work or Dress Shirt	5
Cargo Pants Light	5
Cargo Pants Heavy	10
Sweater Hood	9
Sweater Hood with Zipper	9
Sweater Crew	8

**18.04 Inclement Weather**

When no emergencies exist and in the opinion of the Employer the temperature or combination of temperature and wind is unduly severe, Field Operations staff, working outside will be assigned to other duties .



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

**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 Energy Control is advised that other employees have been called out and identify those employees.

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

- 1) 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;
- 2) A storm is in progress in the area;
- 3) Road conditions traveling to the trouble site are icy or obstructed by snow, mud or a washout;
- 4) Potential exposure to unknown hazards from the public such as call-outs on Halloween night;
- 5) Radio communications are disrupted;
- 6) 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 19**

**19 - 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. General deductions for federal and provincial taxes, Canada Pension Plan (CPP), Employment Insurance (EI), the "**New Brunswick Public Service Pension Plan**" (NBPSPP), Benefits deductions and Union Dues will be made against all pay periods. Some other deductions (i.e., charitable donations 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:

- 1) In the case of Probationary, Regular, Temporary and Casual employees, in the first full pay period following 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:

- 1) Ceased because of participation in maternity or adoption leave, long term disability, transfer from the bargaining unit or termination; or,
- 2) 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 article 19.01.

**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 10.08 (Banking of OT) 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 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 20**

**20 - 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 eight (8) working days after the alleged grievance has arisen, the employee may:

- 1) 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 eight (8) 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
- 2) 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 eight (8) 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 eight (8) working days from the expiration of either the five (5) 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 eight (8) 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 eight (8) 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 & CEO 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 & CEO. The President & CEO has designated the Vice-President of the Corporation to respond to third level grievances, which do not involve termination of employment. The President & CEO 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 & CEO 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 eight (8) 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 eight (8) 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 21

### 21 - 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 22

### 22 - PROTECTION FROM DISCRIMINATION & HARRASSMENT

**22.01** In conformity with the *Human Rights Act*, (SNB 2003, Chapter 8-11 as amended) there shall be no discrimination against any employee or prospective employee because of age, marital status, family status, creed or religion, physical disability, mental disability, race, color, ancestry, place of origin, national origin, social condition, political belief or activity, sexual orientation, gender identity or expression, and sex (including pregnancy).

**22.02** The Union and the Employer recognize the right of employees to work in an environment free from workplace harassment. All employees are encouraged to review the existing corporate policy related to workplace harassment, which is available on the Employer's intra-net or by contacting the Union or Human Resources. The policy provides definitions of workplace, personal and sexual harassment, and outlines the rights and obligations of both the Employer and employees. It also sets out the procedure which can be used to file a complaint if an employee believes that the policy has been violated.

**Note:** Retaliation against an employee for filing a harassment complaint is considered a violation of the harassment policy.

## ARTICLE 23

### 23 - RULES, REGULATIONS, POLICIES AND PROCEDURES

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

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

**ARTICLE 24**

**24 - RETROACTIVITY**

**24.01** 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, 2019 to December 31, 2024 are intended to provide continuity in the relations between the parties and retroactive effect, for the period from January 1, 2019 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 25**

**25 - DURATION**

**25.01** This agreement shall be in effect for a term from January 1, 2019 to and including December 31, 2024 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.

\_\_\_\_\_, 2020

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

This letter is intended to address the issues discussed at negotiations regarding hours of work for Digital Technology employees.

Recognizing that the union and employer have a common interest in having Digital Technology employees work 40 hours a week for recruitment and retention purposes and in the event that the employer decides to move to 40 hours a week for Digital Technology employees, we have agreed as follows:

**Call-Out Overtime (Head Office – Digital Technology Applications)**

When an employee is called out, they shall receive not less than:

- (A) Two (2) hours pay at double the employee's normal hourly rate if:
  - the call out occurs between Monday to Friday, between 22:00 hours and 08:00 hours; or
  - if the call out occurs during any hours on Saturday or Sunday; or
  - if the employee is required to travel to resolve the call-out.
  
- (B) One (1) hours pay at double the employee's normal hourly rate if:
  - the call out occurs on between Monday to Friday, between the end of the employee's normal workday and 21:59 hours; and
  - the work can be performed remotely.



**On-Call (Head Office - Digital Technology applications)**

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

From 08:00 hours	To 08:00 hours	Scheduled On-Call (Two or more people)	Scheduled On-Call (One person)	Supplemental On-Call (when not normally on call)
Monday	Tuesday	0.5 hours	0.25 hours	1.0 hours
Tuesday	Wednesday	0.5 hours	0.25 hours	1.0 hours
Wednesday	Thursday	0.5 hours	0.25 hours	1.0 hours
Thursday	Friday	0.5 hours	0.25 hours	1.0 hours
Friday	Saturday	0.5 hours	0.25 hours	1.0 hours
Saturday	Sunday	0.5 hours	0.25 hours	1.0 hours
Sunday	Monday	0.5 hours	0.25 hours	1.0 hours
<b>Weekly Total</b>		<b>3.5 hours</b>	<b>1.75 hours</b>	<b>7.0 hours</b>

In the event of a conflict between this Letter of Agreement and the Collective Agreement, this Letter of Agreement shall prevail.

“Note: only in exceptional circumstances will there ever be one person on call for a given application/system.”

Please signify your agreement by signing as indicated below.

\_\_\_\_\_  
Lynn Arsenault  
Vice President of Human Resources

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Date of signing

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

Dear Ross:

**Re: Letter of Agreement – Retirement Allowance**

The parties previously entered into a Letter of Agreement dated January 21, 2016 which, among other things, provided certain employees with the opportunity to voluntarily receive a payout of their retirement allowance. The January 21, 2016 Agreement further specified that while it was believed that the offer to payout the retirement allowance on a voluntary basis would help mitigate the Employer's liability, it did not eliminate the liability which remained a concern and therefore the Employer wished to revisit this issue with an objective of negotiating the removal of this provision.

As part of these discussions we have agreed to the following, resulting in the discontinuance of the retirement allowance benefit.

Only those employees eligible and vested on the date of signing this Letter of Agreement will receive a retirement allowance. All regular, term or temporary employees on the date of signing this agreement who meet the requirements will be considered eligible for payout of the value of retirement allowance if they meet the following conditions:

- The employee has not already received a payout of the retirement allowance (whether from the Employer or as a result of being previously employed by Parts I, II, III or IV of the Provincial Government); and
- The employee was employed on the date of signing of this agreement and 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). For clarity, the employee must have been hired before October 26, 2015. No employee hired on or after October 26, 2015 will qualify for a retirement allowance.

Employees eligible to receive a payout of their retirement allowance will be provided with one of two options:

- Obtain a payout in lieu of retirement allowance based on the credits accumulated to the date this Letter of Agreement is signed; or
- Defer retirement allowance until retirement (however retirement allowance benefits will cease to accrue on the date this Letter of Agreement is signed).

Union Draft December 4, 2020

Employees will receive a personalized payout estimate, this estimate will include retirement allowance date (partial years will be pro-rated), as well as an estimate of gross pay in lieu of retirement allowance to the effective date of signing of this agreement at the employees' normal hourly rate on date of signing of this agreement or at the normal hourly rate at date of retirement.

To ensure there are no tax implications, employees who wish to purchase service years may elect to transfer the retirement allowance payout directly to their RRSP and use these RRSP dollars to purchase service years through the Pensions Branch with the Province.

As noted above, employees who do not choose a payout will not continue to accrue any additional retirement allowance.

Please signify your agreement by signing as indicated below.

Yours truly,

\_\_\_\_\_  
Lynn Arsenault  
Vice President of Human Resources

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Friday Night Coverage Pilot

---

**Distribution and Customer Service Group: schedule for Friday**

This agreement for a 1 year pilot project involving the line trade employees working in the distribution sector is intended to explore ways of addressing the difficulty in finding available resources for Friday evening coverage without compromising the safety of individuals who time out or require rest.

The following will be applicable:

- The Pilot pertains to primary on call personnel only and is applicable to all districts;
- The Friday hours of work will be from 12:30 to 20:30 with a 30 minutes paid break, at code 01. This will not impact the he normal hours of work (8:00 to 16:30) for Monday to Thursday;
- All time worked after the hours of work above for primary on call personnel will be at code32;
- There will be an additional 2 hours paid to the Scheduled On-Call Week as in table 10.08; On call resources for the week(instead of 10 hours code 40, they receive 12)
- If on call personnel work 3 hours between the hours of midnight and 6:00AM on a weekday they will receive 8 hours off from the last time worked. This will also apply for employees who work their entire week while on-call. This provision does not apply on the weekend;
- In the event during the Friday night coverage that there is a storm number and other PLT's are working in your district or a broken primary pole, code 30 will be added the hours between 16h30 and 20h30 in such a manner to match the prevailing overtime rate as the resource supporting you;
- If an employee earns rest pay from work on Thursday night and returns at 16h30 on Friday, the first 4 hours (12:30 to 16:30) will be paid at straight time at code 01;
- This Pilot shall be implemented within 3 months of the signing of the collective agreement. All districts will implement this agreement at the same time;
- The parties will meet after 3 months of implementation to review and address concerns (if any);
- If the issues and concerns cannot be resolved, either party can cancel the Pilot with 30 days' written notice;

Union Draft December 4, 2020

- After the 1 year Pilot is completed, the parties will meet to determine if the Pilot will be extended. The Parties can only extend the Pilot by mutual written agreement.

Please signify your agreement by signing as indicated below.

\_\_\_\_\_  
Darren Storey  
NB Power

\_\_\_\_\_  
Harley Claveau  
IBEW Local 37

\_\_\_\_\_  
Michelle Losier  
NB Power

\_\_\_\_\_  
Claude Richard  
IBEW Local 37

Date: \_\_\_\_\_

Date of signing

Ross Galbraith Business Manager  
I.BEW, Local 37  
138 Neill St.  
Fredericton, NB E3A 2Z6

Dear Ross:

***Re: Letter of Agreement - Shared Savings Initiative***

*During negotiations for a new collective agreement, the bargaining team spent considerable time discussing opportunities for process improvement that would maximize performance, save costs and contribute to a sustainable energy for future generations.*

*Both parties recognize there are areas of improvement which would have a positive impact on Transmission, Distribution, Corporate & Customer Services ability to affect reliable and positive financial results. As a result, we have agreed to the implementation of a Shared Savings Initiative for yearly savings intended to encourage process improvement leading to a more efficient and productive workplace.*

*The Shared Savings Initiative is a commitment by both parties to work together and identify initiatives to find efficiencies or cost reductions within the bargaining unit with the goal of achieving real (hard) savings that are sustainable and do not negatively impact safety, reliability and the delivery of services.*

*The Shared Savings Initiative concept is to share a portion of the gains/savings that would be generated as a direct result of employee suggestions and are not part of their regular work. The suggestions must lead to gains/savings that are sustainable on an annual basis.*

*To achieve these goals, a joint committee, appointed by both parties, will be established within 60 days of signing of this collective agreement. The*

*Committee will have the responsibility to determine how the initiatives are to be defined, implemented, measured and communicated. The parameters of the disclosure of financial records will also need to be established by the Committee.*

*The goal of the Shared Savings Initiative is that if savings are achieved, 50% of the amount of the savings, to a maximum of 1% of base pay (i.e. not including OT) of the bargaining unit, would be shared equally among union members of the entire bargaining unit, prorated on a quarterly basis. The lump sum payment will be paid out within 60 days after the end of the calendar year. The earnable payment awarded would be for the previous calendar year. Savings would be tracked and posted on a quarterly basis.*

*If the initiative is implemented to achieve savings in 2021, the shared initiative schedule would be as follows:*

*April 2021, 50% of hard savings initiative up to 1% of base pay paid by end of February 2022*

*January 2022, 50% of hard savings initiative up to 1% of base pay paid by end of February 2023*

*January 2023, 50% of hard savings initiative up to 1% of base pay paid by end of February 2024*

*January 2024, 50% of hard savings initiative up to 1% of base pay paid by end of February 2025*

*Employees who retire and provide NB Power with their current mailing address, or leave the bargaining unit and still remain within NB Power, prior to the end of a particular year will receive the pro-rated portion of the lump sum payments tied to each full quarter they participated in that year.*

*Achievement of this or any other initiative set as part of this must not be at the cost of safety, reliability or customer service.*

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

*Yours truly,*

*Cc:*

Date of signing,

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

Dear Ross,

Re: Vacation Credit for prior employment.

This letter is intended to address the issues discussed at negotiations regarding vacation credit for service with employers outside of the *Public Service Labour Relations Act*.

Recognizing the recruitment value in recognizing service for vacation, we have agreed as follows:

- A. All new employees with previous relevant experience as determined by the employer will be given vacation credit for such experience as follows:

If deemed to qualify, the total number of completed years of full-time service with a previous employer minus two (2) years will equal years of vacation service credit for the purposes of this collective agreement to a maximum of eight (8) years credit. In exceptional circumstances, additional years of vacation service credit may be awarded by mutual agreement of the parties to the collective agreement.

Examples:

- I. New employee has eight (8) years of full-time completed service with an employer providing relevant experience:  $8 - 2 = 6$  years of vacation credit awarded at hire;
- II. New employee has ten (10) years of full-time completed service with an employer providing relevant experience:  $10 - 2 = 8$  years of vacation credit awarded at hire;
- III. New employee has twelve (12) years of full-time completed service with an employer providing relevant experience:  $12 - 2 = 10$ . The maximum allowable is 8 years of vacation credit and, therefore, 8 years of vacation credit awarded at hire.

Employees will gain future vacation credit based on the accrual of additional years of service in addition to the amount awarded for relevant experience.



Union Draft December 4, 2020

- B. There will be a 6 months window of time after the date of signing of this agreement during which current employees who have less than four (4) week's vacation on the date of signing of the collective agreement may self-identify to have previous relevant experience considered for vacation credit. The employee will be responsible to make the request and provide relevant and updated information if required to process the review. No request for review will be process after 6 months of the signing of the collective agreement. Determinations with respect to whether the previous service will qualify for additional vacation credit will not be subject to the grievance process.

Please signify your agreement by signing as indicated below.

\_\_\_\_\_  
Lynn Arsenault

\_\_\_\_\_  
Ross Galbraith