

**DRAFT**



**DRAFT TENTATIVE AGREEMENT**  
BETWEEN  
NEW BRUNSWICK POWER CORPORATION  
AND  
LOCAL 37  
OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
A.F. OF L., C.I.O – C.L.C.  
**NUCLEAR OPERATIONAL GROUP**

**JANUARY 1, 2020 – DECEMBER 31, 2023**



DRAFT

<b>SAFETY</b> <b>OUR SHARED COMMITMENT (REVISED March 2021)</b>	<b>SAFETY</b> <b>OUR SHARED COMMITMENT</b>
<p>wer and IBEW Local 37 are working together to enhance our workplace safety and its culture. er, we can prevent accidents and injuries.</p> <p>are these commitments.</p> <p><b>LL ALWAYS:</b></p> <p><b>SAFETY INTO OUR WORK</b>          it accidents by making sure safety controls are planned into every job we do.          starting any work assess and inspect our work location to spot safety hazards and control or fix          ) minimize risk.          loyees will be given the information they need to be safe.</p> <p><b>OW THE RULES</b>          hazards by knowing and following all safety policies, practices, and procedures.</p> <p><b>.LEADER IN SAFETY</b>          ne can lead by example by working safely to prevent accidents and injuries. A safe workplace          requires enough time, people, tools, knowledge, and resources to do the job safely. This          is taking the necessary time to be mindful and manage distractions.</p> <p><b>RT SO WE CAN ALL GET BETTER</b>          safety incidents and near misses right away. Sharing the facts ensures everyone          r next time.</p> <p><b>COURAGE</b>          up when you see potential dangers. Get involved if you believe someone is unfit for work or not          for a task. Always give, encourage, and accept feedback.</p> <p><b>O TO UNSAFE WORK</b>          ir legal right, and our expectation, that you refuse unsafe work. All jobs are planned with safety          l. If you aren't sure, don't guess. Stop the work and ask your supervisor.</p>	<p>NB Power and IBEW are working together for safety.          Let's share these commitments.          Together,          we can prevent accidents and injuries.  <b>WE WILL ALWAYS:</b></p> <p><b>FOLLOW THE RULES</b>          Avoid life threatening hazards by following the rules. Always. Our workplace          supports safety and expects that we take the time necessary to manage distractions.</p> <p><b>PLAN SAFETY INTO OUR WORK</b>          Prevent accidents by making sure safety is planned into every job we do. Before starting any task, spot          the hazards and have a plan to eliminate or control them, to minimize risk.</p> <p><b>SAY NO TO UNSAFE WORK</b>          It's your legal right to refuse unsafe work. All jobs are planned with safety in mind. If you aren't sure,          don't guess. Stop the work and ask your supervisor.</p> <p><b>REPORT SO WE CAN ALL GET BETTER</b>          Report safety incidents and near misses right away. Sharing the facts ensures everyone is safer next          time.</p> <p><b>BE A LEADER IN SAFETY</b>          Lead by example by working safely to prevent accidents and injuries. A safe workplace culture requires          enough time, people, tools, and resources to do the job safely.</p> <p><b>HAVE COURAGE</b>          Speak up! when you see potential dangers. Get involved If you believe someone is unfit for work or not          trained for a task. Always encourage your co-workers to work safely.</p>
<p><b>OUR SAFETY CREED</b>          rk is of such urgency or importance to justify not taking the necessary steps and time to ensure          the safety of every member of the workforce and the public.          40-10-50</p>	<p><b>OUR SAFETY CREED</b>          No work is of such urgency or importance to justify not taking the necessary steps and time to ensure          the safety of every member of the working force and the public.          40-10-50</p>

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**THIS AGREEMENT, made in duplicates this 20 day of 2022.**

**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 distributing electrical energy and providing service to its customers in connection therewith and has in its employ a number of employees who are members of Local 37; and,

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

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

**NOW THEREFORE**, it is agreed between the parties hereto:

## **ARTICLE 1**

### **1 - SCOPE OF WORK**

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

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

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

## **ARTICLE 2**

### **2 - UNION RECOGNITION**

**2.01** The Employer recognizes Local Union 37 of The International Brotherhood of Electrical Workers as the exclusive bargaining agent for all employees in the Nuclear Operational bargaining unit to whom New Brunswick Certification Order Number PS-019-13 applies.

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

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

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

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

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

## **ARTICLE 3**

### **3 - RIGHTS OF THE UNION**

#### **3.01 General**

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

#### **3.02 Union Officials**

##### **3.02 a) Business Manager**

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

### **3.02 b) Shop Stewards**

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

### **3.02 c) Union Negotiating Committee**

The union's appointed negotiating committee shall normally consist of five employees, paid by the employer, unless additional members are mutually agreed upon, for time spent negotiating the renewal of a Collective Agreement with the Employer during their normal workday but shall not pay expenses or overtime except as noted below.

The negotiating team may consist of no more than two workers assigned to a full shift assignment. When a negotiating team member is assigned to duty shift, the employer shall provide shift coverage for that employee to ensure minimum shift complement is maintained at the employer's expense.

When an employee supports negotiations from shift assignment, they shall be paid at straight time overtime for all hours in excess of their normal working hours.

In the event that the shift worker works an 8 hour day when their normal work day is a 12 hour day, the union shall be responsible for reimbursement to the employer for the 4 hours replacement cost if the worker is replaced on shift.

When a shift worker is varied from nights to days, the day prior to each negotiation session shall be considered as time spent at negotiations.

To allow adequate time to prepare for negotiations, the day prior to scheduled negotiation sessions may be considered as time at negotiations as required.

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

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



### **3.02 d) Other Pay and Expenses**

The Employer shall not pay for time spent or expenses incurred in respect to grievances, adjudication, designation or other activities related to Union business except as specified in this agreement. When five days' notice has been given and replacement is available, the Employer will allow Union executive officers time off without pay to attend regularly scheduled Union executive meetings. The Employer further agrees to pay replacements up to a maximum of thirty (30) person days in total for any calendar year.

### **3.02 e) Union Officers**

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

### **3.03a) New Employees**

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

### **3.03b) Commitment to "IBEW Code of Excellence" new IBEW Members**

During negotiations for a new Collective Agreement, The *IBEW Code of Excellence Program* was discussed and it was agreed for NB Power to continue to support a plan for IBEW to communicate and initiate this program with **new** members who have not previously participated in a workshop on this program.

The union requested that the Employer provide new union members who had not previously participated in a workshop on this program with one half day during normal working hours to attend the Code of Excellence roll-out as scheduled and coordinated through IBEW. The Employer has agreed to this request on an ongoing periodic basis during this Collective Agreement to provide new members of the bargaining unit an opportunity to participate.

As an Employer committed to excellence within the utility industry we have a shared interest in supporting your efforts to initiate the Code of Excellence Program and view this as a mutually beneficial opportunity.

### **3.04 Union Membership**

All employees covered by this agreement who are presently members of the Union shall maintain such membership. Subsequent to the ratification 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 4**

### **4 - RIGHTS OF THE EMPLOYER**

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

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

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

## ARTICLE 5

### 5 - DEFINITION OF EMPLOYEE

#### 5 - DEFINITION OF EMPLOYEE

##### 5.01 In this Agreement:

During negotiations in 2021 for a new collective agreement, a revised Letter of Agreement regarding Reducing the Reliance on Retirees was agreed to and changed from a Letter of Agreement to language within Article 5. For reference this is located within article 5.01h Reducing the Reliance on Retirees.

**5.01 a)** The definition of "Casual Employee" is in accordance with the ***Public Service Labour Relations Act***. A casual employee is a person hired and employed with less than six continuous months and does not hold permanent employment with NB Power.

During the recent set of negotiations, the parties discussed the inclusion of casual employees within the bargaining unit. As a result of those discussions, the parties have agreed to the inclusion of casual status employees within the IBEW Local 37 Bargaining Unit under the following conditions.

In accordance with section 63.1(2) of the *Public Service Labour Relations Act*, a collective agreement shall not provide, directly or indirectly, for the alteration or elimination of an existing term or condition of employment or the establishment of a new term or condition of employment if the alteration, elimination or establishment, as the case may be, has the effect of giving a casual employee permanent employee status.

As per the above, it is understood that Casual Employees who have been employed for less than six (6) continuous months do not hold permanent employment with NB Power.

##### **Seniority**

Seniority for Casual Employees who have been employed for less than six (6) continuous months shall be the number of hours of service in casual employment, excluding overtime, as per Article 17- Service and Seniority of the Nuclear Collective Agreement.

- Service will only include hours actually worked by the Casual Employee.
- A Casual Employee who has been employed for less than six (6) continuous months shall lose his/her seniority if there is a break in casual employment of more than twelve (12) months. (Article 17.03 2))

#### **Seasonal Recall (5.01 a)**

Subject to the availability of work, a Casual Employee who has been employed for less than six (6) continuous months is eligible for recall to seasonal casual work for which he or she was previously employed. Recall shall be based on seniority and satisfactory work performance.

Where the Employer determines that more than one Casual Employee has performed such work satisfactorily, the employee with greater seniority shall be given preference for seasonal recall.

#### **Rate of Pay**

A Casual Employee who has been employed for less than six (6) continuous months shall be paid at the highest of the following rates:

- a) Eighty-one point five percent (81.5%) of the minimum rate payable for the job classification in which the Casual Employee is working, or;
- b) the rate of pay to the Casual Employee immediately prior to the commencement of this agreement.

The rate of pay for a Casual Employee who has been employed for less than six (6) continuous months may be higher than eighty-one point five percent (81.5%) of the minimum rate prescribed for the applicable classification if, in the opinion of the Employer, such higher rate is deemed necessary.

At the time of hiring, the Employer will consider previous experience within the same type of job and experience with NB Power to determine the appropriate pay step to which the minimum 81.5% rate will apply.

#### **Overtime**

The definition, application of overtime and the prevailing overtime rates shall be in accordance with article 10.01, 10.02, 10.03 and 10.07 of the collective agreement for casual employees employed for less than six (6) continuous months.

## **Holidays (5.01 a)**

Casual Employees who have been employed for less than (6) six continuous months shall receive pay for these holidays in accordance with Article 15 of the collective agreement.

The thirteen (13) paid holidays are New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, New Brunswick Day, Labour Day, Thanksgiving Day, Remembrance Day, The National Day of Truth and Reconciliation, Christmas Day and Boxing Day, and includes any day substituted for one of those days under the *Employment Standards Act*.

## **Vacation**

In addition to the applicable rate of pay, and in accordance with the Employment Standards Act:

Casual Employees who have been employed for less than six (6) continuous months and have less than eight (8) years of continuous employment with the Employer shall be paid four percent (4%) of their straight time hourly rate of pay for all hours worked in lieu of vacation.

## **Grievances**

A Casual Employee who has been employed for less than six (6) continuous months shall have the right to present a grievance with respect to the interpretation, application, or administration of any term or condition of employment accorded him or her under this Letter of Agreement.

In addition, the parties agree that the following articles of the Collective Agreement presently in effect between the between NB Power and the International Brotherhood of Electrical Workers, IBEW Local 37, also apply to Casual Employees who have been employed for less than six (6) continuous months.

**Applicable Articles in parts or in whole: (5.01 a)**

(Verification of Nuclear Article references required. Articles are identified as per current Nuclear agreement. Numbering subject to change.)

Article 1 – Scope of Work

Article 2 - Union Recognition

Article 3 - Rights of the Union

Article 4 - Rights of the Employer

Article 5 - Definition of Employee

Article 6 - No Strike or Lockout

Article 9 - Hours of Work

Article 10 – Overtime and Premiums, Art. 10.01, 10.02, 10.03, 10.07

Article 11 - Labour Management Committee

Article 13 – Short Term Sick Leave and other Leaves; 13.02, 13.06, 13.07 a), b), c), e) 13.9, 13.11)

Article 15 – Holidays, 15.01

Article 17 - Service and Seniority; 17.01 a), 17.01 b) 17.01 d) 17.01 d) 17.06 a) b) c)

Article 18 – Safety; 18.01, 18.02,

Article 19 - Administration of the Collective Agreement

Article 20 - Grievance Procedure - applicable only to the articles identified in this language

Article 21 – Adjudication

Article 22 - Rule, Regulations, Policies and Procedures

**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.

For a new shift employee hired in the Operations, Security and Emergency Response Team departments, the six month probationary period shall begin when the employee begins their full shift assignment. The probationary period shall not exceed 24 months for any employee in these departments from the date of hire.

**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) Reducing Reliance on Retirees**

During negotiations for a new collective agreement, the NB Power Nuclear Bargaining teams spent considerable time and effort discussing concerns brought forward by the union regarding the hiring of retirees at PLGS.

The union expressed concerns about a lack of succession planning on the part of the Employer, a perception that regular employees are not considered for these roles, a lack of mentorship opportunities and lead time for training in addition to this practice being unsustainable from a resourcing perspective.

It is recognized this is a serious issue for the Union and the Employer. The Employer acknowledges the need to reduce its continued reliance on retirees and wherever practical provide opportunities for existing employees to permanently fill these roles.

As part of its long term strategic plan, the Employer is currently developing a succession plan which will be communicated with Station staff. In addition the Employer is prepared, whenever practical to agree to the following:

- NB Power employees will be given first consideration for opportunities, prior to rehiring a retired employee;
- NB Power will assign a mentor to facilitate knowledge transfer, whenever practical;
- The Employer will not exceed a percentage of 2% of retirees to all employees (excluding retired operations employees who are required to support operations / training organization), both direct and through third

parties. The Operations group and special improvement initiatives are not included in the percentage calculations for total number of employees. Efforts will be focused on attempting to reduce this to 1%.

- Retired employees dispatched to PLGS through the local trade unions are exempt from this commitment to reduction;
- Quarterly reporting will be provided at the local Labour Management Committee;
- Where exceptional circumstances exist, for example a planned or forced outage and/or special improvement initiatives, the Site Vice-President may approve an exceedance to this target. Should IBEW representatives not accept justification of the exceptional circumstances, the issue will be raised with the Labour Management Committee for resolution which would include either;
  - Reduce the number of other retirees currently employed and therefore meet the target or;
  - Increase the number of NB Power bargaining employees by the number necessary to meet the target.

## 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 and sufficient cause.



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

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

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

- 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 which results in a leave (with or without pay) or any other penalty.

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

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

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

## ARTICLE 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 3 cents per hour for the Union Education fund.

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

#### 8.02 Wage Adjustments

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

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

- January 1, 2020            0%
- January 1, 2021            3.75% retroactive
- January 1, 2022            2.75% retroactive
- January 1, 2023            1.5%

The wage increases outlined above shall be paid retroactive to January 1, 2021 and January 1 2022 only to those employees actively employed at NB Power in the Nuclear Operational bargaining unit as of the date of ratification of this Collective Agreement (April 8, 2022). For greater certainty, retroactivity for wage increases will not apply to those who retired, resigned, were terminated from NB Power or moved from the Nuclear Operational bargaining unit to another bargaining unit within NB Power before the date of ratification (April 8, 2022) of the Collective Agreement.

- 2) Station Performance Payment Program see Letter of Agreement.
- 3) Effective the date of ratification of this agreement (April 8, 2022), The Family of ERT classifications will receive a wage adjustment, in recognition of unique circumstances, by 50% of the gap between ERT and NRT on the date of ratification (April 8, 2022) and the remainder at the end of the contract to be equivalent to NRT.
- 4) Appendix "F" will be used as salary treatment for all In-Training and/or Apprenticeship positions.
- 5) No bargaining unit positions will be evaluated during the life of this Collective Agreement unless established they meet the approved corporate criteria for consideration. Management must support the evaluation of the role as meeting the corporate approved criteria.
- 6) As outlined in the Engineering/Scientist Letter of Agreement and per the Professional Engineer/Scientist criteria established as an Appendix (refer to applicable Appendix) to this agreement, employees classified in engineering/scientist classifications may submit a request for review through the Nuclear Job Evaluation Committee. This committee will meet as required to review the cases presented by employees.
- 7) Decisions made by the Nuclear Job Evaluation Committee will be communicated to the employee in writing. Guidance will also be provided to applicants and their supervisors on developing individual development plans that could lead to meeting the requirements to qualify for progression.
- 8) The employee may appeal the decision of the Nuclear Job Evaluation Committee to the VP of Human Resources.
- 9) The parties agreed effective date of ratification (April 8, 2022) to adjust the step calculation for some classifications with common progression from other classifications. The adjustment calculates the step immediately before the last step to be calculated as 5% above the top step of the previous classification.

**8.02 b)** 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 or as a result of a bona fide medical condition that requires permanent accommodation, 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 ( $36 \frac{1}{4}$ ) 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.
- 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.

**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 or in-training program will not progress to the certified range until they have successfully completed their apprenticeship or in-training 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 or in-training range and will remain frozen at that step until successful completion of the above requirements.
- 3) For employees in an apprenticeship program, Article 8.03 d) 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)** Delays in providing required courses, training or experience due to unplanned or forced outages, unforeseen extensions to planned outages or attributable to remediating an employee or employees are excluded from the following provision and no increase will be paid retroactively.

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

**8.03 f)** There is no automatic progression in or to the following classifications: Senior Power Plant Operator, Administrative Support Representative II, III, IV or V, Analyst, Business Analyst, Scientist/Engineer V, Technical Advisor or a lead, senior or supervisory classification.

#### **8.04 Relieving Pay**

**8.04 a)** When as a result of a request by the Employer, an employee relieves in a higher paying non-supervisory position for a continuous period of four (4) hours or more, the employee shall receive 8% on their regular pay for all hours spent in the position. However, should the addition of 8% result in the maximum salary of the relieved position being exceeded, the employee shall receive the maximum salary of the relieved position.

**8.04 b)** When as a result of a request by the Employer, an employee relieves in a higher paying supervisory position (not including lead or senior positions) for a continuous period of four (4) hours or more, the employee shall receive 10% on their regular pay for all hours spent in the position. However,

should the addition of 10% result in the maximum salary of the relieved position being exceeded, the employee shall receive the maximum salary of the relieved position.

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

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

**8.04 e)** When an employee has been relieving for a minimum of eight (8) hours per day for a period in excess of twenty (20) consecutive working days, their status will be changed to “acting” so that the relieving rate will apply to all hours until the relieving assignment is completed. When the Employer knows that the requirement for relieving will extend beyond twenty (20) consecutive days the employee will be considered to be acting for the full period. The employee shall ensure that their supervisor makes the appropriate request through the approved e-form to Human Resources to initiate the status change to “acting” in order for this to be pensionable. The employer will not pay retroactive pensionable time in excess of 25 working days of this status change when the employee does not initiate the request for status change.

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



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

#### **8.05            Lead Hand Pay**

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

A lead hand is responsible to coordinate and direct the work of other employees and/or contractors. This work includes but is not limited to: organizing and assigning crew tasks, maintaining work standards, resolving issues between workers, ensuring workers comply with safety regulations and advising supervisors of worker concerns. Classifications that are expected to perform these functions as part of their normal job will not qualify for Lead Hand pay. (classifications such as Seniors, Supervisors and other classifications expected to perform these duties as part of their normal work functions).

## **8.06            Radiation Protection Technicians**

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

## **8.07            Extra Responsibility (pensionable)**

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 are 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.

## **8.08            Sr Health Physicist Certification Allowance**

Effective Date of Ratification of this Collective Agreement (April 8, 2022) any employee who holds this certification through the CNSC will receive a non-pensionable lump sum payment of \$2500 and will receive the same non-pensionable lump sum payment of \$2500 each subsequent recertification (every five years).

# **ARTICLE 9**

## **9 - HOURS OF WORK**

### **9.01            General**

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

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

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

**9.01 b) Master Work Schedule**

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

**9.02 Normal Hours – Non-Shift Assignment**

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

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

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

### **9.03 Normal Hours – Shift Assignments**

During negotiations for this new collective agreement (2019-2023) a number of key issues were identified resulting in a shift sub committee being created. This joint committee included representatives from Emergenc  
Response (ERT), Security (NRT) and Operations.

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

#### **9.03 a) Full Shift Assignment**

1) The normal workday shall be 12 hours of regular time and 0.5 hours of straight time overtime for turnover, when "on shift" and 8 or 10 hours when "off shift" and the normal schedule shall consist of a forty- two (42) day cycle that meets the Regulatory requirements of Reg Doc 2.2.4: Fitness for Duty: Managing Worker Fatigue as per the following example:

42 Day Shift Cycle with 5 X 8-hour training week:

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Weeks	-	-	-	-	-	-	-
One	<u>X</u>	<u>X</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>X</u>
Two	<u>X</u>	<u>X</u>	<u>X</u>	<u>X*</u>	<u>2</u>	<u>2</u>	<u>2</u>
Three	<u>2</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X*</u>	<u>X</u>
Four	<u>X</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>X</u>	<u>X</u>	<u>1</u>
Five	<u>1</u>	<u>1</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X*</u>	<u>X</u>
Six	<u>X</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>X</u>

42 Day Shift Cycle with 4 X 10 hour training week – Tuesday to Friday

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Weeks	-	-	-	-	-	-	-
One	<u>X</u>	<u>X</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>X</u>
Two	<u>X</u>	<u>X</u>	<u>X</u>	<u>X*</u>	<u>2</u>	<u>2</u>	<u>2</u>
Three	<u>2</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X*</u>	<u>X</u>
Four	<u>X</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>X</u>	<u>X</u>	<u>1</u>
Five	<u>1</u>	<u>1</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X*</u>	<u>X</u>
Six	<u>X</u>	<u>X</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>X</u>

\* indicates all overtime at double time rate

Both Parties recognize that an exchange of information is required on shift turnover and that the time required for this exchange of information will be paid at straight time overtime and is expected to take place during the overlap provided by the 12.5- hour shift. Those positions that do not require a turnover do not qualify for the additional 0.5 hours for turnover.

9.03 a) 2) The hours of work for Operations shall be:

- 07:00 hours to 19:30 hours, designated as day shift (2); and,
- 19:00 hours to 07:30 hours, designated as night shift (1); and,
- 08:00 hours to 16:00 hours. Normal hours for the “O” week may also include 12 hour shifts as per 3) below;

The hours of work for Security and ERT shall be:

- 06:30 hours to 19:00 hours, designated as day shift (2); and,
- 18:30 hours to 07:00 hours, designated as night shift (1); and,
- 07:00 hours to 17:00 hours on a 4 X 10- hour schedule or 08:00 hours to 16:00 hours on a 5X8 hour schedule.

When a Statutory Holiday falls during the training week, members from that training week will be reassigned from 4 X 10 hour shifts to 5 x 8 hour shifts and will be OFF during the statutory holiday and paid 8 hours of stat pay

Normal hours for the "O" week may also include 12.5 hour shifts as per 3) below  
**\*Note:** These hours may be changed by mutual agreement as per Article 9.06

9.03 a) 3) The Master Work Schedule for each year will include each shift worker's scheduled workdays and shifts for each "O" week. The hours of work that may be scheduled for a shift worker during their "O" week shall include one of the following:

- Monday to Friday – five (5) eight (8) hour shifts following non-shift assignment hours; or,
- Four (4) ten (10) hour shifts scheduled consecutively between Monday and Friday
- Three (3) twelve and one-half (12.5) hour day shifts scheduled consecutively on or between Monday and Thursday for which the employee will be paid forty (40) hours; or
- Three (3) twelve and one-half (12.5) hour night shifts scheduled consecutively on or between Tuesday and Friday for which the employee will be paid forty (40) hours.

However, during the six week training cycle in July and August, no training will be scheduled and each shift worker will be granted paid leave for the training week coded as 70 PDP. In the event an individual is called in for overtime during this 40 hours at code 70, in addition to this, they will also be paid at prevailing overtime rates for the hours worked. Every effort should be made to avoid requiring employees on this time off to be called in.

A two (2) to four (4) week training break may be scheduled around the Christmas and New Year time period. During this break employees on their "O" week will have the option of taking vacation or banked time off or be reassigned to support duty shift. These benefits are for all shift staff including Operations, ERT, NRT, Shift PE and Shift Chemistry.

If an employee who was scheduled to work a 12- hour shift on a statutory holiday is given the time off, they will be required to use banked time, vacation or unpaid time to cover the additional 4. Scheduled hours.

If an employee is scheduled to work on a statutory holiday during their "O" week, the scheduled hours (8, or 12) worked will be paid at double their normal hourly rate and in addition they will receive eight (8) hours pay at their normal hourly rate.

When employees are varied during the sixth week of their schedule ("O" week), the Employer will provide 10 days' notice and the employee will be paid their normal hourly rate. If 10 days' notice is not provided, the first shift

of the three days that are varied will be paid at overtime rates. If the variance is to a day shift, the rate will be time and one half the employee's normal rate and if it is to a night shift, it will be double the employee's normal hourly rate. The remainder of the variance will be paid at the employee's normal hourly rate. No notice will be required when a variance is due to an unplanned unit outage. During the other five weeks in their schedule and for an unplanned unit outage at any time, normal variance rules will apply.

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

9.03 a) 4) When an employee is absent due to banked time off or vacation, they will record their absence as 12 hours, not 12.5 hours for the purpose of recording the absence and removing the time from their bank or vacation entitlement. Employees on vacation, banked time, bereavement, or sick time do not qualify for the 0.5 hours of turnover.

5) The Employer may change the start time of employees on full shift assignment by up to one hour (i.e., within a window between 07:00 and 08:00 hours or 19:00 and 20:00 hours) with 25 days written notice to affected employees. When this change in start time is made, the new hours of work will be the employee's "normal" hours of work. Security and ERTs normal hours of work are 06:30 to 19:00 and 18:30 to 07:00.

6) Double time rate shall be paid for all overtime worked on the days indicated by (\*) as illustrated above. All other overtime worked between 07:30 hours and 22:00 hours Monday through Friday shall be paid at time and one-half. However, when the start time of the shift is changed as in (5) above, the window for time and one-half vs. double time overtime will change as well. For example, if the start time is changed to 07:00 hours, overtime will be paid at time and one-half for all overtime hours worked between 07:00 hours and 21:30 hours and double time will be paid for all overtime hours worked between 21:30 hours and 07:00 hrs. Security and ERT will be paid at time and one-half for overtime hours worked between 06:30 and 21:00 and be paid double time between 21:00 and 06:30.

7) If an employee is sick during either of their entire long stretches off (2 stretches per cycle), so that the vacation credits built into the shift cannot be used, then they will be credited with 0.75 hours vacation for each day.

8) There is currently no requirement to establish an on-call roster for employees in operations, ERT, and Security and it is not expected that there will be a requirement for one in the foreseeable future. However, if an on-call roster is required in order to maintain and ensure a continuous operation, an on-call roster will be established. If an on-call roster is established to provide coverage for absenteeism, there will be no compensation or premium

payable. If an on-call roster is established for any other reason, then employees placed on the roster will be compensated as per Article 10.08 of the agreement.

9.03 a) 9) When an employee is entitled to leave for jury or witness duty, they will be paid for the number of normal hours they were scheduled to work on those days.

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

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

12) A shift differential in the form of a pensionable shift salary fix of \$1.00 will be paid for all hours worked by employees on full shift assignment. Employees on approved maternity, parental, adoption, compassionate care, short term sick leave, or long term disability leave, or temporarily accommodated to day work for up to 15 weeks as per MLF, or pregnant shift workers required to work days, or block release training, will retain their \$1.00 salary fix.

13) On the day of a Federal, Provincial or Municipal election, the Employer, Union and employees will attempt to maintain the twelve (12) hour shift schedule in effect, without additional cost to the Employer. For example, day crew employees taking advantage of advance polls. If necessary, the twelve (12) hour schedule will be temporarily suspended and employees will revert to an eight (8) hour day schedule. Such reassignment will not be considered as a variance to the master work schedule.

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

15) This schedule may be canceled immediately by the Employer, should either the safe operation of the plant or public safety be adversely affected. If this schedule is canceled by the Employer. Discussions will be held between the parties to the Agreement to establish a new "Full-Shift Assignment" which meets the requirements of Reg Doc 2.2.4: Fitness for Duty: Managing worker fatigue.



16) Instead of the sixteen (16) hours of family leave provided in Article 13.12 1) employees assigned to a full shift assignment will receive two (2) shifts (twenty-four (24) hours) of paid family leave per calendar year.

9.03 a) 17) Article 10.06b) allows for employees to bank up to a maximum of 80 hours in any non planned outage fiscal year. The employer recognizes that this does not provide for an even number of days off for employees assigned to full shift assignment therefore members assigned to full shift assignment may bank up to a maximum of 96 hours in any non planned outage fiscal year.

18) It is recognized by the employer that 100 hours of vacation is built into the 42 day shift schedule and that employees on full shift assignment are required to work overtime to cover minimum compliment on a regular basis. The employer agrees to reimburse the built-in vacation credits to the employee for overtime shifts worked however the employer also recognizes that sick time is a significant contributing cause for the amount of overtime required. The employer agrees to reimburse 0.75 hours for every overtime shift worked by the employee assigned to full shift assignment however the employee will be required to meet or be below a set target ( $\leq$  corporate sick time average +2 days for the previous fiscal year – Approved sick time) to qualify. This will be a pilot program that will run until the end of this collective agreement. Approved sick time that is covered by a doctor's note or MLF or COVID related sick time (in consultation with Covid Response Team or Public Health) as documented on timesheet will not be calculated in the employee's sick time calculation. Reimbursement will be calculated at the end of the fiscal year and the reimbursement will be put into the employee's banked time off. The exception is from Date of Ratification (April 8, 2022) of this new collective agreement until March 31 2022. For this period only, the sick time requirement will not apply and banked time will be increased by 0.75 hours per overtime shift worked from Date of Ratification to March 31 2022 without any assessment of sick time to allow time to educate supervisors and employees on this planned pilot. Employees and Supervisors are strongly encouraged to adopt the practice of writing notes within the comments of time entry to indicate if medical note, MLF, or COVID related to assist with the end of fiscal year reconciliation. Employees providing medical proof through a Doctor's note or MLF should keep a copy until the reconciliation has been completed in case of discrepancy and in the shared interest of accurately and in an efficient manner, reflecting this eligibility.

### **9.03 b) Training for Employees on Full Shift Assignment**

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

on the first day of return to full shift assignment.

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

3) With the exception of “Licensing Training” and training for new employees, there will normally be no “Block Release” scheduled during the 8 week period in July and August. Training during the two-week period of Christmas/New Years is also often suspended. In those cases, employees on “Block Release” may be re-assigned on non-shift assignment to their respective shops for other work. Requests for vacation or banked time off may also be granted during this period.

4) Training will normally be completed in the five (5) off shift days of each cycle (i.e., week six). In cases where the training required does not use all the time available, other work will be assigned within their respective departments. Hours of work for this period in the schedule will be non-shift assignment hours for the site and statutory holidays, as defined in the Collective Agreement are non-worked days. Vacation is accumulated as a non-shift assignment employee for these periods. Since the 42- day cycle averages 8.7 “off shift” assignments per year, 20 hours of vacation will be accumulated for use by an employee with greater than six (6) months of service as only 100 hours of vacation will be incorporated into the yearly shift schedule.

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

6) On occasion it will be necessary to provide remedial training to employees and/or provide training missed on the regular training schedule due to vacation, sickness or other personal reasons. In that case, week two (2), three (3) or four (4) of the schedule may be converted from 37.5 hours of shift work to 37.5 hours of non-shift work to complete this remedial or missed training. In the case of week 4, the converted week is the time period beginning Monday of week 4 and the 6 days following. Notification for this change is as per Article 9.05 of the Collective Agreement. In cases where this training does not use all the time available, other work or training may be assigned to fill the available time. Requested vacation or banked time may be granted during this period.

#### **9.04            Normal Hours of Work – Other Classifications**

##### **9.04 a)        Fuel Handling Department**

- 1) For employees in the Fuel Handling department, current hours of work are a combination of 8 and 12 hour shifts totaling 80 hours in a pay period.

	<b>Sun.</b>	<b>Mon.</b>	<b>Tues.</b>	<b>Wed.</b>	<b>Thurs.</b>	<b>Fri.</b>	<b>Sat.</b>
<b>WEEKS</b>							
<b>One</b>	X	12	8	8	8	8	X
<b>Two</b>	X	X	12	12	12	X	X

- 2) The Employer has the right to implement changes to the hours of work as identified below. When a new schedule of hours of work is implemented, they shall be the employee's normal hours of work.
- 3) The schedule may provide coverage seven (7) days per week between 06:00 hours and 24:00 hours, using 8, 10 or 12 hour shifts as an employee's normal hours of work with no overtime premium. There will be no split shifts in the schedule. Normal rules for variance will apply.
- 4) Over three (3) pay periods, the schedule will provide for an average of 80 hours per pay period at an employee's normal hourly rate (i.e., 240 "normal" hours will be balanced over three pay periods). Days off will be scheduled consecutively with a minimum of two (2) days off between scheduled shifts. In each period of six (6) weeks, three (3) scheduled days off will be designated in the schedule as "double time" days for the purposes of compensating for overtime worked on those days. All other overtime hours worked will be paid as per Article 10.06 (b) of the agreement.
- 5) The Employer will establish the specific shift schedule after consultation with the employees and their Union representatives. A schedule will be established for a six-month period with 25 days' notice to employees.

#### **9.04 b) Security & ERT Departments**

1) For employees in the security and ERT departments, current hours of work are as follows: employees are working on either non-shift assignment or full shift assignment (42- day cycle).

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

3) For employees assigned to a full shift schedule, the schedule may provide coverage seven (7) days per week, twenty- four (24) hours per day, using 8, 10 or 12 hour shifts as an employee's normal hours of work with no overtime premium. There will be no split shifts in the schedule. Normal rules for variance will apply. For employees assigned to a full shift schedule, the schedule will be made up of the- 42- day cycle or an alternate schedule if required to meet the requirements of Reg Doc 2.2.4: Fitness for Duty: Managing worker fatigue or to maintain safe operations of the plant. Management and the union will work collaboratively in developing a mutually agreed upon schedule.

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

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

#### **9.05      Variance from the Master Work Schedule**

1) Individual employees or groups of employees may be displaced from their position on the master work schedule and reassigned to work other hours. The Employer may only vary the employee's normal hours of work as scheduled for each day or shift (for example, if an employee is scheduled for 8 normal hours, only 8 hours of work may be varied). All variances must follow the process including the variance form PL-1000. An email with an attached variance form is sufficient for the variance confirmation. For employees who work a partial shift schedule that is made up of a combination of hours (i.e., 8s and 12s, etc.), the Employer can vary the employee's normal hours of work as scheduled for each day or shift, or vary

their hours of work to a schedule that is made up of 8 varied hours per day or shift. Subject to the notice provisions below, the employee will be paid their normal hourly rate for the varied hours. Any additional hours for a varied day or shift will be overtime and paid at the prevailing overtime rate.

Such reassignment shall be on one or more of the following shifts. However, the Employer has the right to adjust the start times for these shifts to begin up to two hours before or two hours after the start times indicated below without any overtime penalty or notice other than that contained in (2) or (3) below:

- 00:00 to 08:00 hours – Monday through Friday
- 08:00 to 16:00 hours – Monday through Friday
- 16:00 to 24:00 hours – Monday through Friday
- 18:00 to 02:00 hours – Monday through Friday
- 08:00 to 20:00 hours – Monday through Friday
- 20:00 to 08:00 hours – Monday through Friday
- 07:30 to 20:00 hours – Monday through Friday
- 19:30 to 08:00 hours – Monday through Friday

2) When reassignment is as a result of commissioning, planned work or training:

- a) The reassigned hours of work shall become their normal hours of work. Verbal notice shall serve as commencement of the varied hours;
- b) Verbal notice must be confirmed in writing and no premium will be paid providing seven (7) calendar days written notice has been given including the details of the variance; An email with an attached variance form is sufficient for the variance confirmation;
- c) If seven (7) calendar days written notice is not given, prevailing overtime rates (Codes 31 and 32) and short notice premiums (Codes 13 and 14) will apply until seven (7) calendar days have expired following written notification. The first fifty-six (56) hours will include prevailing overtime rates and rest pay (Code 70);

- d) Once the seven (7) calendar days of notice has been given, further notice (or overtime in lieu) will not be required if work that forms part of the commissioning, planned work or training for which the notice was given, is rescheduled;
  - e) The rescheduling of such work does not transform it into "unplanned" work for the purposes of the notice required under 3) below. When the reassignment is the result of a forced outage, rescheduling of opportunity work will be varied as unplanned work.
  - f) In the rare case where a written notice is not provided, but a verbal notice has been communicated, prevailing overtime rates and rest pay will be paid for seven (7) calendar days, and will not be paid beyond seven (7) calendar days.
- 3) When reassignment is as a result of unplanned work, forced outage, or to cover unplanned absences:
- a) The reassigned hours of work shall become their normal hours of work;
  - b) Prevailing overtime rates will not be paid providing fifty-six (56) hours written notice has been given including the details of the variance;
  - c) If fifty-six (56) hours written notice is not given, prevailing overtime rates with rest pay will apply until fifty-six (56) hours have expired following written notification.
- 4) An employee can be varied from his/her Master Schedule simply by being requested verbally to work one of the shifts described in 9.05 1) that is different from the current shift being worked. Article 9.05 2) and 3) ensures that the employee will be paid the prevailing overtime rate until seven (7) days or fifty-six (56) hours (depending on the reason for the shift change) have expired following written notification of the shift change. Receipt of written notification has no bearing on determining if a variance has occurred; it only determines when the short notice premium will end.
- 5) An unplanned absence is an absence for which the Employer has received less than fourteen (14) days' notice of the absence of an employee. If the employee has provided fourteen (14) days' notice of their absence, the reassignment of another employee to cover such absence will be

considered “planned work” for the purpose of providing notice. As a result, once the reassignment is for planned work, the notice for the employee who is reassigned will be determined by Article 9.05 2).

- 6) Notwithstanding the shift schedules noted in 1) above, a shift assignment employee may be reassigned on Saturday and/or Sunday during their normal work cycle. In such cases, the affected employee will receive 1 hour of pay at straight time for each hour worked in addition to their regular pay. This provides a 48.5 hour period on the weekend where a variance from the master schedule results in an adjustment of 1 extra hour of pay for each regular hour worked. When normally working the 12.5 hour shift schedule, crews are scheduled for Shift 1 (N) or Shift 2 (D) on Saturday and Sunday. This article will be applied to these weekend shifts from the start of the #1 shift Saturday (19:30 hr. Friday) until the end of the #2 shift Sunday (20:00 hr. Sunday), a weekend period of 48.5 hours.
- 7) Employees going from their place on the Master Work Schedule to reassigned hours or returning from the reassigned hours to their place on the Master Work Schedule will be allowed a minimum of eight hours off and where practical ten (10) hours off, between work assignments with no deduction from regular pay. Where the additional two (2) hours' time off is not granted, a premium of up to two (2) hours at straight time will be paid.

#### **9.06 Alternative Hours of Work**

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

##### **9.06 a) Agreements between the Employer and the Union**

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

**9.06 b) Local Agreements for Non-Shift Assignment Employees**

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

- 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 and without time balancing;
- 2) The normal hours in a day may be extended to twelve (12) hours before overtime premiums (at prevailing overtime rates) apply to those hours in excess of twelve hours. Once a schedule has been agreed to, the new hours (nine (9), ten (10), twelve (12), etc.) become the employee's "normal" hours of work and the employee's "normal" hours of work and the prevailing overtime rate applies to any hours outside of the normal hours of work. When hours of work are altered, the provisions of Article 9.07 do not apply and shift differential will not be paid;
- 3) An employee who has completed their normal work week (i.e., 40 hours, excluding hours paid at overtime rates), will leave work or, if directed to continue working, will be paid prevailing overtime rates for the remainder of the time worked in that week. However, if local management, individuals or a group of employees have agreed to a nine (9) hour day agreement, there will be eighty (80) hours of work paid at the employee's normal hourly rate in each pay period;
- 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 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 2) and 3) above;

#### **9.07 Shift Differential**

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

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

- 1) Between 16:00 hours and 24:00 hours = \$1.15 per hour
- 2) Between 24:00 hours and 08:00 hours = \$1.25 per hour

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

#### **9.08 Work Breaks**

**9.08 a)** During normal hours of work, employees shall be entitled to a ten (10) minute paid work break in the first half of each scheduled work day and a one-half hour paid meal break near the middle of the work day, at a time designated by the Employer. During a 12 hour shift (i.e. 6:30-18:30), employees shall be entitled to a ten (10) minute paid work break in the first half of each scheduled work day (i.e. 9:30), a one-half hour paid meal break near the middle of the work day (i.e.12:30), and a twenty (20) minute paid supper break near the end of the shift (i.e. 16:30), at a time designated by the Employer. It is understood that travel time from the protected area to an area designated for meals may increase the time required for breaks by a few minutes.

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

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

**9.09**            **Winter Storm**

**9.09 a)** 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.

9.09 b) In the event of a road closure preventing a relieving crew from reporting to site, the crew working additional hours shall be paid at the prevailing overtime rate for the time required to cover the minimum shift compliment. Personnel are responsible to report to shift immediately upon notification of the road reopening.

9.09 c) Personnel may be requested to rest at work to ensure minimum shift complement will be met for the next shift, when this occurs they will be compensated at a non pensionable straight time rate when not covering minimum shift compliment. The employer will make every effort to provide advanced notice for the purpose of planning.

#### **9.10            Outage Schedules**

- 1) Employees will be varied to the identified schedule using the standard variance letter form PL-1000 included in this agreement (Appendix I). See Letter of Agreement Planned Outage Schedule Option;
- 2) All employees varied will record their time on the day the bulk of their regular hours are worked. For example, an employee working ten (10) hours beginning at 20:00 hours to 06:00 hours will record their time the day they complete their work (recording of time will no longer be split between multiple days);
- 3) Night shift differential will be fixed while working an outage schedule at \$1.25 or code 26, or per Letter of Agreement Planned Outage Schedule Option.;
- 4) Ten (10) hour shifts will be as follows:
  - Day Shift = 08:00 to 18:00
  - Night Shift = 18:00 to 04:00
- 5) Depending on the schedule and critical path requirements increasing or decreasing the amount of overtime hours does not constitute a new variance;
- 6) The Employer retains the right to vary employees to a different planned or forced outage schedule as required.

## 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.

#### 10.02 Definitions

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

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

**10.02 c) Scheduled Overtime** for non-shift employees means pre-approved overtime work on a normal work day (whether continuous with the work day 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 will result in the overtime being classed as either Unscheduled Extension Overtime or Call-Out Overtime.

**10.02 d) Scheduled Overtime** for shift employees means 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 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.

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

**10.03 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 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;
- 3) An employee who is called out before the start of their normal (or altered) work day and whose work continues into the work day, shall be paid at the prevailing overtime rate for the actual time worked and this time shall not count as a call-out. Work performed at the conclusion of and continuous with the normal work day is extension overtime and not a call-out regardless of the amount of notice given.

#### **10.04            Minimum Period of Overtime and Cancellation of Overtime**

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

**10.04 b)**        When overtime which was scheduled for an employee's normal day off is cancelled, the employee shall receive two 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            Period of Rest**

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. For additional information please refer to SI-01365-A133 – Implementing the Fitness for Duty Program.

##### **Period of Rest for non-shift assignment workers assigned to nights:**

Subject to Reg Doc 2.2.4 Fitness for Duty – Managing Worker Fatigue – Subject to change based on the implementation of Reg Doc 2.2.4 Union and Management agree this language may be subject to change.

When an employee is assigned to night shift and required to work in excess of three (3) weeks (21 shifts), the employee will require a minimum of 72 hours rest before returning to their regular day shift schedule. It is understood that the employer will make every attempt to schedule the period of rest over the employee's regular days off.

When an employee is assigned to 3 weeks (21 Shifts) on night shift and required to work in excess of 21 shifts, the employee will require a minimum of 72 hours rest before returning to their regular day shift schedule. It is understood that the

employer will make every attempt to schedule the period of rest over the employee's regular days off.

Note: Need to review the Reg Doc 2.2.4 as future revisions come into effect.

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

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

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

#### **10.06 Banking of Overtime**

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

**10.06 b)** Total hours entered in the bank for employees shall not exceed 80 hours / fiscal year and in years with a planned outage 160 hours in any two fiscal

years. Total hours entered in the bank for shift workers shall not exceed 96 hours / fiscal year and in years with a planned outage 192 hours, in any two fiscal years (Workers will not use more than 80 hours off or 96 hours off for shift workers in any fiscal year.) The Employer may schedule up to 24 hours of time off for an employee, using banked hours in excess of the first 40 entered into the bank by the employee.

**10.06 c)** 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.

**10.06 d)** Non-shift assignment employees and their Supervisor must agree when time off is to be taken. The earliest that such requests 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.

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

**10.06 f)** When time off for shift workers is submitted through a request for time off and conditionally approved by the Supervisor ten (10) days or more in advance, the employee will not be required to reimburse the Employer at replacement value.

**10.06 g)** When time off for shift workers is submitted through a request for time off and conditionally approved with less than ten (10) days' notice, and replacement coverage requires using overtime, the employee will be required to reimburse the Employer at replacement value. However if replacement coverage does not require using overtime, the employee will not be required to reimburse the Employer at replacement value.



**10.06 h)** 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. Unused banked time credits at fiscal year-end of a fiscal year without a planned outage will be paid out or transferred to an RSP. Hours withdrawn cannot exceed the time credits that have been banked. In a year with a planned outage, up to 80 or 96 hours can be carried over to next year, all bank time above 80 hours for non shift workers or 96 hours for shift workers will be paid out.

**10.06 i)** 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.

**10.07** **Overtime Rates**

**10.07 a)** **Non-Shift Assignment**

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

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

**10.07 b)** **Shift Assignment**

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

- 1) Monday through Friday between 07:30 and 22:00 hours - time and one half
- 2) Monday through Friday between 22:00 and 07:30 hours - double time
- 3) Saturday, Sunday - double time
- 4) Statutory Holiday - double time
- 5) Call-Out - double time
- 6) Double time days as indicated in the shift schedule - double time

- 7) When the Employer exercises its right to change the start time of a shift as per Article 9 of the agreement, the time set out in 1) and 2) above will change as well. If the “normal” start time for a shift is changed by half an hour, the window for time and one-half and double time will change by half an hour as well. For example, if the normal start time is changed to 07:00 hours, then overtime worked between 07:00 and 21:30 will be paid at time and one-half and overtime worked between 21:30 and 07:00 will be paid at double time.

#### **10.08      On-Call**

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

##### **10.08 a)**

During the period:

End of Scheduled Work Week	Beginning of Scheduled Work Week	Scheduled On-Call Week	Replace Scheduled On-Call Unplanned	Supplementary On-Call Per Period
		Schedule #1	<u>Schedule#2</u>	<u>Schedule #3</u>
Monday <u>to</u>	Tuesday	<u>1 Hour</u>	2 hours	3 Hours
Tuesday <u>to</u>	Wednesday	<u>1 Hour</u>	2 hours	3 Hours
Wednesday <u>to</u>	Thursday	<u>1 Hour</u>	2 hours	3 Hours
Thursday <u>to</u>	Friday	<u>1 Hour</u>	2 hours	3 Hours
Friday <u>to</u>	Saturday 08:00	<u>2 Hours</u>	3 hours	4 Hours
Saturday 08:00 <u>to</u>	Sunday 08:00	<u>2 Hours</u>	3 hours	4 Hours
Sunday 08:00 <u>to</u>	Beginning of Scheduled Work	<u>2 Hours</u>	3 hours	4 Hours

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

**10.08 c)** If an employee is placed on the regular on-call roster more frequently than 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.

**10.08 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.

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

**10.08 f)** When employees are placed on a supplementary on-call roster for periods of less than one (1) week, they will be paid for each period of on-call in accordance with Schedule #3 above.

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

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

In addition, the employer will pay a straight time overtime payout for call in occurrences when the employee is required to drive to site. The following chart will be used based on each individual scheduled on-call week.

2nd Call out in a week – 2 hours code 30

3rd Call out in a week – 3 Hours code 30

4th Call out or more in a week – 4 Hours code 30 for each time

When on-call support roster is needed to support extended day overtime, this overtime will be paid at two times the regular rate. These occurrences will count towards the weekly callouts and will be paid according to the chart. The double time will not be paid if the employee is in a stand by function. These

occurrences will be approved by the Superintendent or Manager of the department to ensure alignment.

**10.09        Special Allowance**

When an employee works in a protective chemical suit or suits of the fully enveloping type with an independent air supply, they shall be paid a special allowance of \$4.00 per hour with a minimum of 2 hours pay during a normal work day. During overtime hours, this allowance shall be \$4.00 per hour with a minimum of one (1) hour's pay.

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

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

**ARTICLE 11**

**11 - LABOUR MANAGEMENT COMMITTEES**

**11.01**        The parties agree to continue the Corporate Labour Management committee, which will include members of the Union leadership and members of NB Power senior management. The purpose of the committee is to address matters of mutual concern and to enhance communication between labour and management.

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

## **ARTICLE 12**

### **12 - TRAVEL ALLOWANCE**

#### **12.01 Travel Time, Meals and use of Personal Vehicles**

The following represents full compensation for all costs as a result of travel, which must be pre-approved, on behalf of the Employer, whether for work or training:

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

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

- 1) Time traveled is measured from headquarters to work site, work site to work site or accommodations to work site when an employee is required to stay overnight in accordance with the Employer's policies on travel and accommodation;
- 2) Standard time periods for travel between fixed locations will be established and included as an Appendix to this agreement;
- 3) When an employee is pre-approved to stay overnight in accordance with the Employer's policies on travel and accommodation, travel time is not paid unless the distance from the accommodations to the work site exceeds fifty (50) km and will only be paid for the time traveled in excess of fifty (50) km;

- 4) The time at which an employee is to report to a work site shall be at the discretion of the Employer;
- 5) Employees will require pre-approval from their Supervisors in order to use their personal vehicles for travel and compensation for mileage (at the rate set out in corporate policy) will only be paid to the driver of the vehicle;
- 6) Overnight accommodation will be pre-approved at the discretion of the Employer;
- 7) Where overnight accommodation has been pre-approved but an employee prefers to travel on their own time and use their own vehicle, a Supervisor may exercise their discretion to substitute a lump sum payment of \$60.00 per day. This payment represents the total compensation for such travel and no additional compensation will be paid for travel time, meals, mileage, and use of the employee's vehicle or any other related expense. Employees must use their personal vehicles and ensure that any arrangements for accommodations are cancelled;

E.g.: Employee chooses (with Supervisor approval) to travel – travel + \$60.00 per day in lieu of accommodation:

	<b>Day 1 Travel to Site</b>	<b>Day 2</b>	<b>Day 3</b>	<b>Day 4 Return to Home</b>
<b>Travel</b>	Time + Mileage to site if applicable	Ø	Ø	Time + Mileage to home if applicable
<b>Expenses</b>	\$60.00	\$60.00	\$60.00	Ø

E.g.: Employee chooses (with Supervisor approval) to stay in accommodation – travel + expenses as per the Collective Agreement:

	<b>Day 1 Travel to Site</b>	<b>Day 2</b>	<b>Day 3</b>	<b>Day 4 Return to Home</b>
<b>Travel</b>	Time + Mileage to site if applicable	Ø	Ø	Time + Mileage to home if applicable
<b>Expenses</b>	Accommodation + meals per C/A	Accommodation + meals per C/A	Accommodation + meals per C/A	Meals per C/A

- 8) When an employee is required to travel by air, outside of North America, outside their normal or altered hours of work, they will be paid for a maximum of twelve (12) hours, or the actual number of hours travelled, whichever is less. Otherwise for travel by air inside North America, outside their normal or altered hours of work, they will be paid for a maximum of six (6) 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.
- 9) Meal allowances will be paid for noon meals only under the following circumstances:
- a) An employee is required to stay overnight and is covered by the provisions for meals (if any) in the Employer's travel and accommodation policies. The rate for meals while travelling on behalf of the Employer will be as set out below and the corporate policy rates will not apply:
    - Breakfast \$10.00
    - Lunch \$14.00
    - Supper \$22.00
  - b) An employee is travelling outside of the Fredericton / Saint John / Point Lepreau area and the distance between their headquarters and the work site is in excess of 150 km.
- 10) When travel is required to attend training for off-site training programs in duration of two (2) months or longer, employees will be compensated for travel as per the following:
- a) Mileage will be compensated from residence or accommodations (whichever is less) to training location;
  - b) When travel to training site is greater than 20 km, travel time will be paid as straight time overtime for all hours travelled when required to travel outside normal or varied hours;

- c) Air travel provisions are exempt from these conditions.

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

## **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 appointments at the earliest opportunity.

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



**13.03      Sick Pay Credits**

Sick pay credits shall be as follows:

<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 (or Duty Supervisor for shift workers) is notified at the commencement of illness. The employee will speak to their Supervisor (or Duty Supervisor for shift workers) 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 (or Duty Supervisor for shift workers) 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 (Union and Employer) 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, submit a doctor's certificate to support such absence. 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 medical form from the doctor (in the form approved by the Joint Benefit 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.
- 4) For the purposes of calculating an individual's total sick time for attendance management purposes, a sick day will be calculated as per the employee's regular scheduled hours. I.e., an employee who is sick for one 12 hour shift, will be considered to have been sick for 1 day. This interpretation does not apply for the calculation of short term sick leave credits and benefits.

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

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

**13.05      Long Term Disability**

Long Term Disability shall be in accordance with the "Long Term Income Continuance" plan in effect. Notwithstanding the above, if a dramatic increase in rates takes place discussions will be held with the various groups relative to terminating the plan.

The Employer will maintain all ENERflex benefits for employees on Long Term Disability. The Health and Dental plans provided by the Employer shall be Managed Care and Economy Dental. Any Health Spending Account the employee may have had will be cancelled and replaced by the aforementioned plans. Pensionable service will continue to accrue in accordance with the Long Term Disability plan.

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.

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

**13.06 b)** In addition, employees may take up to a maximum of sixteen (16) hours leave or twenty-four (24) hours (i.e. two days, 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, with no loss of pay, may be granted at the discretion of the Employer. A further one (1) day leave with no loss of pay will be granted for the delayed interment of the above relatives.

**13.06 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***, (SNB 2003, Chapter E-7.2 as amended) the Employer shall grant to an employee a leave of absence without pay of up to five (5) consecutive calendar days on the death of a person in a close family relationship with the employee, to be taken during the period of bereavement and to begin 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 days with unpaid leave, up to a total of five (5) days.

### **13.07 Maternity Leave**

#### **13.07 a) General**

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

#### **13.07 b) Requirements to Qualify**

To qualify for Maternity Leave, an employee must:

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

**13.07 c) Term of Maternity Leave**

The parties have agreed that Maternity leave is an unpaid leave for a term of up to seventeen (17) weeks and leave may comment at the end of the seventh (7<sup>th</sup>) month of pregnancy. Employment insurance (E.I.) maternity leave benefits are only payable for a period of fifteen (15) weeks.

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 E.I. maternity benefits for maximum period of fifteen (15) weeks. Employees who are not eligible for the SUB plan can take the first week as paid sick leave.

Following maternity leave, the employee may take unpaid leave up to sixty-one (61) consecutive weeks for parental leave (35 weeks of parental leave plus 26 weeks of extended parental leave, as per the Employment Insurance Act.). If an employee takes both maternity and parental leave, the total shall be no longer than seventy-eight (78) weeks (17 weeks maternity plus 35 weeks parental and 26 weeks extended parental).

**13.07 d) Benefits During Leave**

For employees on maternity leave who are eligible for and participating in the Supplementary Unemployment Benefit (SUB) Plan, the employee will have normal payroll deductions, except contributions to E.I. and the pension plan, deducted from the top up. The Employer contribution of the ENERflex benefit premiums will be paid for a maximum of fifteen (15) weeks.

During the period of parental leave, benefits will be paid as per clause 13.08 a).

Employees who do not qualify for the SUB plan will qualify for benefit coverage as per clause 13.08 a) and may choose to move this benefit

forward to the maternity leave period but in no case will benefit coverage extend beyond thirty-six (36) weeks (36weeks EI =35 weeks plus 1 week unpaid).

**Note:** Contribution to the New Brunswick ***Public Service Pension Plan (NBPSPP)*** may not be remitted while an employee is on leave. However, the employee may apply to purchase the benefits 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 plan upon the terms of the plan as approved (see Appendix "B" for terms of the plan). SUB plan benefits will be paid for up to fifteen (15) weeks for maternity leave and up to ten (10) weeks for adoption or parental leave. All normal payroll deductions except New Brunswick ***Public Service Pension Plan (NBPSPP)*** are taken from the SUB Plan benefits.

**13.07 f) Return to Duty**

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

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

**13.07 g) Failure to Return to Work**

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

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

### **13.08        Parental and Adoption Leave**

#### **13.08 a)        General**

An unpaid leave of absence, up to a maximum of sixty-two (62) consecutive weeks (or a maximum of 61 weeks, if the employee is taking parental leave following maternity leave), 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 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**

Employees are expected to discuss parental or adoption leave requirements well in advance with their Supervisor and Human Resources to ensure adequate time to meet leave requests and operational requirements and to ensure employee benefits are uninterrupted.

Three (3) months' notice is preferred and a minimum of four (4) weeks written notice is required to their Supervisor of the commencement date and length of the leave.



**13.08 c) Term of leave**

An employee taking parental 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 seventy-eight (78) weeks following that date.

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

Employees can make their application for both maternity 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 and 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.

Benefit Overview: In the event of a conflict between the tables below and Articles 13.07 – 13.08, articles 13.07 – 13.08 shall apply.

Benefit Name	Maximum Leave	Benefits	Pay
Maternity Leave (for the person giving birth)	17 weeks	Employer contributions will be paid for a maximum of 15 weeks if employee qualifies and participates in the SUB plan.	15 weeks of benefits paid through EI.  15 weeks' top up paid by the Employer, if the employee qualifies and participates in the SUB plan.  If employee is not eligible or does not participate in SUB Plan, they can take the first week off as paid sick leave.
Parental Leave	62 consecutive weeks <i>(*61 consecutive weeks if the employee is taking parental leave after maternity leave)</i>	Employer contributions paid up to a maximum of 36 weeks.	35 weeks as per EI for the initial 'parental leave' and an additional 26 weeks of 'extended 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.  If the employee has not received a top up for Maternity or Adoption leave, then the employee will receive 10 weeks' top up from the Employer, if the employee qualifies and participates in the SUB plan.
Adoption Leave	62 consecutive weeks	Employer contributions paid up to a maximum of 36 weeks.	35 weeks as per EI for the initial 'adoption leave' and an additional 26 weeks of 'extended adoption leave.'  10 weeks' top up paid by the Employer, if the employee qualifies and participates in the SUB plan.

\*Note the periods of leave outlined in Article 13.07, 13.08 and above are negotiated, but are in consideration of the current EI waiting period being 1 week. The payable benefits are as per EI.

**13.09      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.

**13.10      Leave of Absence**

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

**13.11      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 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) 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;
- 6) The allotment of personal leave must be used in the calendar year it is granted; unused personal leave will not be carried over or paid out;
- 7) 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 in addition to the entitlements outlined above. An employee intending to take such a leave of absence shall provide their Supervisor with as much notice as possible of their intention to take this leave.

**13.12 Top Up for Compassionate Care Leave**

Employees may take a compassionate care leave in accordance with the Employment Standards Act. NB Power will offer top up in accordance with Appendix B for a maximum of ten (10) weeks or more as per the Corporate Policy 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.

## ARTICLE 14

### 14 - EMPLOYEE BENEFITS

#### 14.01 Enerflex Program

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

**14.01 b)** Effective April 1, 2016, the Employer will contribute \$20.00 bi-weekly of ENERflex credits (referred to as Nuclear Bargaining Credit) for all eligible employees. This amount is In addition to the Employer's normal contribution outlined in 14.01 a) above.

#### 14.02 Injured on Duty

**14.02 a)** After the three day waiting period (without pay) set out in the legislation, an employee receiving compensation benefits under the ***Worker's Compensation Act*** (SNB 2003, Chapter W-13 as amended) for injury on the job shall receive the difference between the total amount that is received from WorkSafeNB 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 WorkSafeNB, for new injuries or recurrence of injuries.

**14.02 b)** An employee injured on the job shall receive normal pay for a period of up to three (3) working days, prior to the three (3) day waiting period (without pay) set out in the legislation. However, in accordance with the legislation, the three (3) day waiting period is waived by the WorkSafeNB if the

employee is admitted to hospital as an in-patient at time of injury or recurrence of injury. The three (3) day waiting period is also not required if the employee is disabled for more than twenty (20) working days. If an employee returns to work and has a recurrence within twenty (20) working days, there will not be a second three (3) day wait required.

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

**14.02 d)** Should WorkSafeNB determine that the injuries are such that the employee is permanently totally or partially disabled, the benefit referred to in clause 14.02 a) will cease.

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

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

#### **14.03      Pension**

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 and Training**

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.

When budgeting for training, each department is encouraged to identify a reasonable means of assigning relevant training opportunities to employees in a fair and flexible manner. When training opportunities are identified the employer will make every effort to give preference to IBEW Local 37 members.

**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 , The National Day of Truth and Reconciliation or days that are celebrated as such; also any other day proclaimed by an appropriate Federal or Provincial Government authority.

Effective April 1, 2022. The list of full shift workers on Family Day (February) of that year and on The National Day of Truth and Reconciliation (September 30) of the previous year will be reviewed and those employees who were shift workers on those dates will have 12 hours added to their banked time for each holiday (up to 24 Hours Total).

**15.02** Paid Holidays shall be paid for the day on which they are celebrated, with the exception of shift workers, who will be paid as per Article 9 of the Collective Agreement.

## 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 service shown below. The week or day referred to below is the normal work day or week for the employee (i.e., eight (8) hours per day resulting in a forty (40) hour week). Employees working alternative hours of work will have to make the appropriate adjustment (i.e., an employee working a forty (40) hour week in four (4), ten (10) hour days, will need a full week of vacation to cover a four day absence).

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

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

**16.01 e)** 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 (as may be amended from time to time). At the date of ratification (April 8, 2022) of this agreement, employees are able to carry over vacation entitlement that was not used in one calendar year until March 31<sup>st</sup> of the following calendar year.

## ARTICLE 17

### 17 - SERVICE AND SENIORITY

#### 17.01 a) Service

- 1) 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, vacation and retirement allowance only, "continuous service" includes continuous service in Parts I, II, III and IV of the New Brunswick Public Service when that service is continuous with service at NB Power.
- 2) In accordance with corporate policy (which may be amended from time to time), service may be bridged (i.e., at the time of ratification the agreement, an employee who ceases to be employed by the Employer and returns to employment at a future date, may bridge their service after they have completed five continuous years of reemployment with the Employer) for the purpose of determining vacation entitlement only.

#### 17.01 b) Seniority

- 1) Seniority for employees within the Nuclear Bargaining Unit will be equal to service, as defined in Article 17.01 a) 1). This provision does not apply to time spent in non-union management classifications.
- 2) As per other IBEW Local 37 and NB Power Collective Agreements, the Nuclear Bargaining Unit members and classifications recognize all reciprocal agreements with other IBEW Local 37 NB Power Bargaining Units and therefore accept seniority as defined as per 17.01 a) 1).
- 3) Over the years, disputes have occurred when groups of employees in the same classification are hired on the same day and a seniority determination is required at some point.

Both parties agreed that to determine seniority, a draw will be held on the first day at work or shortly after within the group together. The draw will be conducted by a union representative and an employer representative and

recorded. This record will be placed in each employee's personnel file for future reference if needed.

A name and number will be drawn and recorded for each member of the group. For example, if 5 members are hired, draw a name and a number one through five and assign to that member. The individual with the lowest number drawn has the highest seniority.

**17.01 c) Records**

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

**17.01 d) Temporary Employees**

Except for the purposes of the internal staffing process, temporary employees shall have no seniority rights outside the Nuclear Bargaining Unit. Temporary employees who complete their terms of employment and are subsequently rehired within twelve months of the end of their prior employment will have their records of length of seniority and service adjusted to reflect the actual time spent in the Employer's employment;

**17.01 e) Casual Employees**

Casual employee's seniority will be calculated as per Article 5.01a).

**17.02 Layoff of Regular Employees**

If a permanent layoff of regular employees occurs as a result of the Employer contracting out work currently performed by regular employees who are members of the IBEW, Local 37, the Employer will provide sixty (60) days' notice of such layoff to the Union. This notice will only apply where the contracting out results in the permanent layoff of regular employees at PLGS.

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

provide the appropriate notice and attend the meeting with the Union to allow them to address the issue.

**17.02 a) Layoff Procedure – former Technical Non-Supervisory Group**

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

- 1) Selection for layoff will be based on service. The employee in that family of classifications with the least service shall be given notice of lay off and will be laid off;
- 2) The families of classifications are listed below. Individuals who are in Senior Maintainer, Senior Assistant, Alternate Supervisor, Material Specialist, Component Specialist or Sergeant classifications, who have service in a classification in one of the families listed below, will be included in that family. For example, an employee in the Material Specialist classification who has service as a Mechanical Maintainer will be included in the Mechanical Maintainer family. The families of classifications are:
  - 1) Chemistry & Environment  
Health Physics
  - 2) Facilities
  - 3) Supply Chain
  - 4) Fuel Handling
  - 5) Mechanical Maintenance
  - 6) EI&C Maintenance
  - 7) Work Management
  - 8) Training
  - 9) Operations
  - 10) Radiation Protection
  - 11) Conventional Safety
  - 12) Security
  - 13) Emergency Response
  - 14) Engineer / Scientists (e.g. by discipline – Mech/Elect/Civil etc.)
  - 15) Business Analyst / Analyst
  - 16) Performance Improvement

- 17) Nuclear Oversight
  - 18) Projects
  - 19) Operations Documentation
  - 20) Administrative Support
- 3) The Employer and Union will determine together the group in which classifications not falling in one of the above noted groups will be grouped with.
  - 4) As a result of employees being laid off, the Employer may reorganize the work done by employees in these families of classifications, which may result in employees being reassigned to lower rated classifications. Where an employee is reassigned to a lower rated classification, such re-assignment will be based on service and their compensation will be adjusted in accordance with Article 8.02.

### **17.03        Rehiring**

When the Employer is hiring employees for the Nuclear 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) 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;

- 6) Under the provisions of Article 6.09 of the NB Power Group Staffing Policy, former employees retaining rights under the Collective Agreement for rehiring as per Article 17.04, will be eligible to compete in internal competitions and/or searches as if they were employees of the Employer;
- 7) Employees on maternity/parental leave, and whose term of employment expires during that leave will have their entitlement for rehire adjusted to one year after they begin their maternity leave;
- 8) If the employee wishes to be considered for rehiring prior to the end of their maternity/parental leave, they are to advise the Employment department of their availability for work and the one-year period of preference for rehiring will begin when they provide that notice.

#### **17.04        Notice**

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

**17.04 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**

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

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

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

- 1) The employee is hired or offered a job by the third party at an equivalent salary (i.e., within 5% of the employee's former salary) and with an equivalent (i.e., within 5%) contribution by the new employer to the employee's pension and benefit plan, within twelve (12) months of the third party acquiring all or part of the business; and
- 2) The employee must not be involuntarily laid off within a period of twenty-four (24) months of their hire by the new employer without an acceptable severance package. If the new employer offers no severance package, the employee will receive the severance package contained in the Collective Agreement that was in effect when the employee was laid off by NB Power. If some severance is offered but it is less than the package in that Collective Agreement, NB Power will make up the difference; or
- 3) The third party is required by legislation or voluntarily recognizes the Union (subject to any successful jurisdictional challenges by another Union) and the terms of the existing Collective Agreement.

## **17.06        Internal Staffing**

**17.06 a)** The Employer retains its right to fill positions by appointment. Expressions of interest will be sent to all Nuclear members for consideration. Members may request an explanation for appointments made using an expression of interest. This explanation shall be provided in writing to those members within 14 days of making a request using this process.

**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 notification sent out through NB Power internal email. Employees may provide a personal email address to [Careers@nbpower.com](mailto:Careers@nbpower.com) to receive notice of new job posting when they do not have access to their work email. The posting will remain open for a minimum of ten (10) calendar 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 (e.g. 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 the appointment process should indicate their interest to the Employment Office of the Employer and to their local management.

## **ARTICLE 18**

### **18 - SAFETY**

#### **18.01 General**

Employees will comply with the provisions of the ***Occupational Health and Safety Act***, Regulations and with all Corporate Safety Policies and Procedures. Regulations concerning working alone or refusal to perform unsafe work are established under the Act and/or Policies. An employee working alone shall have the right to call for an additional employee when they encounter work that they feel would be hazardous if attempted alone.

#### **18.02 Joint Health & Safety Committees**

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

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

### **18.03        Radiation Limits**

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

The above noted provisions do not apply:

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

### **18.04        Clothing and Footwear**

**18.04 a)**        Employees who require safety footwear on a regular basis shall purchase non-metallic CSA approved footwear to a maximum of \$300.00 on condition a receipt is submitted as proof of purchase once per fiscal year. Employees, who require safety footwear but do not wear such footwear on a regular basis, will be entitled to the footwear reimbursement upon receipt submitted as proof of purchase once every three (3) years. This takes effect April 1<sup>st</sup> 2022. A receipt will be required for any amount eligible for reimbursement.

**18.04 b)**        Effective April 1 2022, Nuclear Response Team Members shall receive reimbursement for the purchase of tactical boots that are non-steel toed up to a maximum of \$300.00 on condition a receipt is submitted as proof of purchase once per fiscal year or \$600.00 on condition a receipt is submitted as proof of purchase every two fiscal years. A receipt will be required for any amount eligible for reimbursement.

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

#### **18.05 Nuclear Response Force (NRF) and Emergency Response Teams (ERT)**

The Employer is required to have qualified security and emergency response teams on shift at all times. The standard that security and emergency response team members are required to meet has increased personal demands on members.

Response team qualification requires minimal medical, physical as well as specific skill qualifications as outlined in the **Canadian Nuclear Safety Commission (CNSC)** regulations that are renewed on a regular basis. In practice this requires a member to maintain their level of physical fitness and to conduct response team training as well as exercise drills. This is commonly known as the "Peak Center" test for Nuclear Response Force Team members and the "ESPA" Test for Emergency Response Team members.

Members required by the Employer to qualify to this minimal prescribed physical fitness level shall receive a sum of \$500.00. ERT members are required to perform the ESPA every 10 months, ERT will be compensated for each successful test recognizing that there could be (2) tests required in the same calendar year. Security members qualified to the NRT level are required to pass the "PEAK" test twice per year and therefore will be compensated for each successful test to a maximum of 2 per year. This money is intended to assist employees with expenses incurred for physical fitness conditioning. Payment will be made upon successful completion of physical testing and submittal of appropriate approved form to the compensation department.

**18.05 a)** Nuclear Response Force and Emergency Response Team members who successfully maintain a greater level of physical fitness other than the minimal levels required as outlined above and in the **Canadian Nuclear Safety Commission (CNSC)** regulations may in addition choose to challenge the "PIN" test. NRF and ERT members' who successfully achieve the normal passing standard on the PIN test as provided by the Employer, will receive a lump sum payout of \$2000.00 at the end of the calendar year providing the member achieves this higher level of physical testing.

The "PIN" test will be offered by the Employer once per calendar year. Members will be provided with one opportunity to challenge the PIN test, if the passing standard is not achieved the member will be required to wait until testing is scheduled the following calendar year to re-challenge. Members shall self-identify to their Supervisor their interest in challenging the "PIN". The standard physical requirements of NRF and ERT members are not contingent on successful completion of the "PIN" test.

## 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. Deductions for Federal Government, **Public Service Shared Risk Plan (PSSRP)**, Benefits deductions and Union Dues will be made against all pay periods. All other deductions (i.e., Canada Savings Bonds, 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 or Regular 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 this article.

**19.02        Direct Bank Deposit**

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

**19.03        Registered Retirement Savings Plan**

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

**19.04        Venture Capital**

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

**19.05        Definition of Spouse & Dependent**

For the purposes of determining entitlement under the Collective Agreement for spouses and dependents, the definition of “spouse” and “dependent” will be defined as per the ENERflex program definitions.

## ARTICLE 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 shall notify their Supervisor of the incident and that they wish to file a grievance. A meeting to attempt to resolve the matter will be held within five (5) working days from the time that the employee notifies their Supervisor. The meeting will include the Supervisor, Superintendent (or other decision maker), grievor, shop steward, and any other person required to attempt to resolve the matter. The Superintendent shall provide an answer to the grievor and the shop steward within two (2) working days of the meeting.

**20.01 b) Step Two:** If the employee is not satisfied with the answer received or an answer is not received, the employee or the Union may present the grievance in writing within eight (8) working days of receiving the level one (1) answer or the expiration of the period allowed for the response. The grievance is to be presented to the Director responsible for the employee's specific workgroup with copies sent to Labour Relations and the Union. A meeting between the parties will be held at level two (2) as soon as practical, not to exceed thirty (30) working days of the date the grievance is presented at the second level. The individual designated as the second level in the grievance procedure will provide a written answer to the employee and Union within eight (8) working days of the meeting.

**20.01 c) Step Three:** Within eight (8) working days from the expiration of the period referred to in Step Two, the employee may present the grievance in writing by mailing it by registered mail to the President of NB Power, with a copy to the Vice-President responsible for Point Lepreau. Copies of correspondence, the grievances presented at Steps One (1) and Two (2), and replies by persons designated by the Employer under Steps One (1) and Two (2) should accompany the grievance at level three (3). The President has designated that the Vice-President responsible for Point Lepreau will respond to third level grievances, which do not involve termination of employment.

The President or delegate shall reply in writing to the employee within ten (10) working days from the date the grievance was presented. If the employee does not receive a reply or satisfactory settlement of their grievance from the President or delegate, the Union may be referred to adjudication within ninety days from receiving the third level reply or the expiration of the ten (10) day time period referred to above.

If the grievance is referred to adjudication, the parties to the agreement shall endeavor to agree upon an arbitrator within thirty (30) days of the referral to arbitration. The arbitrator shall endeavor to hear the matter within thirty (30) days of being appointed and shall render a decision within thirty (30) days of the date of completion of the hearing.

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

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

**20.04** When seeking to enforce an obligation of this agreement, the enforcement of which is not the subject of a grievance of an employee, the Union shall refer the matter in writing to the third level of grievance. A meeting between the parties will be held as soon as practicable, not to exceed thirty (30) working days of the date the grievance is presented. The individual designated will provide a written answer to the Union within eight (8) working days of the meeting.

**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) working days after the alleged grievance has arisen.

**20.06** Notwithstanding the foregoing, when more than one (1) employee presents a grievance at the first step of the grievance procedure, alleging the same violation of any provision of the Collective Agreement, the Union may consolidate the grievance and refer the matter in writing to the second level of the grievance procedure as one (1) grievance.

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

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

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

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



compliance with CNSC regulations shall not constitute a violation of this article of the agreement.

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

## **ARTICLE 23**

### **23 - RETROACTIVITY**

**23.01** It is mutually understood and agreed that the provisions of the Collective Agreement being signed by the parties this day stating that the agreement is to be in effect for the term January 1, 2020 to December 31, 2023, are intended to provide continuity in the relations between the parties and retroactive effect, for the period January 1, 2020, to the execution of this agreement is to be given only where specified in the agreement. Changes to the terms and conditions of work (not including cost of living increases) that are effective on the date of ratification (April 8, 2022) of the agreement shall be implemented in the first full pay period after the date the agreement is ratified (April 8, 2022).

## **ARTICLE 24**

### **24 - DURATION**

**24.01** This agreement shall be in effect for a term from January 1, 2020 to and including December 31, 2023 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 six (6) months before the agreement ceases to operate. The parties recognize the requirement to meet upon receiving notice, without delay, to commence collective bargaining pursuant to section 45(1) of the Public Service Labour Relations Act.

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives this XX day of XXXXXX, 2022.

**NEW BRUNSWICK POWER CORPORATION  
NUCLEAR DIVISION**

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**KEITH CRONKHITE  
PRESIDENT & CHIEF EXECUTIVE OFFICER**

---

**JAMIE PETRIE  
CHIEF LEGAL OFFICER**

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

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**DAVID BROWN  
PRESIDENT**

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**WANDA HIERLIHY  
RECORDING SECRETARY**

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**MIKE GODDARD  
BUSINESS AGENT**

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**CLAUDE RICHARD  
BUSINESS MANAGER**

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				Senior	
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## NUCLEAR BARGAINING TEAM

CLAUDE RICHARD  
MIKE GODDARD  
CHRIS ARSENAULT  
ELAN COLE  
DARREN FOWLER  
KEITH GARNETT  
PETER HANLON  
CHRIS SELMAN

HEATHER WHITTERS  
MARLENE DEWAR  
CHRIS FIELDS  
PIERRE MICHAUD  
RYAN PAQUET



**Énergie NB Power**



## **APPENDIX "B" SUPPLEMENTAL UNEMPLOYMENT BENEFITS (SUB) PLAN**

**OBJECTIVE:** To supplement employment benefits received by employees for unemployment caused by pregnancy, birth, adoption or compassionate care leave.

**ELIGIBILITY:** All employees who have completed twelve (12) consecutive months of employment with NB Power. Employees disentitled or disqualified from receiving Employment Insurance benefits are not eligible for SUB plan payments.

**LEVEL OF BENEFITS:** Ninety-three percent (93%) of the employee's normal weekly salary. This represents the total of Employment Insurance gross benefits, the SUB plan and other earnings. Employees do not have a right to SUB payments except for supplementation of Employment Insurance benefits for the unemployment period up to fifteen (15) weeks for maternity leave, ten (10) weeks for adoption and parental leave and ten (10) weeks for compassionate care leave. ENERflex dollars will continue for the period of the top up. Where an employee is subject to a waiting period before receiving Employment Insurance benefits, they will not receive SUB during that time.

**FINANCING:** SUB payments will be financed out of the Employer's current revenue.

**DURATION:** January 1, 2020 to the expiration of the Collective Agreement.

**EMPLOYEE REQUIREMENTS:** Employees must apply and be approved for Employment Insurance before SUB becomes payable. Employees will not have any vested interest in the plan except to receive payments for the covered unemployment periods. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the SUB plan. Employees will agree in writing to return to work for at least six (6) months after the leave; failure to do so will result in repayment of all moneys and ENERflex dollars paid under the SUB plan. NB Power will advise HRDC of any changes to an approved plan within thirty (30) days of the effective date of change.



As proud members of our union,  
each of us—without exception—brings to the job  
a personal commitment to these goals:

- ✓ The SAFEST possible workplace
- ✓ The most PRODUCTIVE workforce
- ✓ The highest QUALITY of workmanship
- ✓ The best SKILLS in the marketplace

**THIS IS OUR PLEDGE. THIS IS OUR PROMISE.**

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