

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, 2014 - DECEMBER 31, 2019



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THIS AGREEMENT, made in duplicates this ??th day of January, 2016.

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

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

UNION RECOGNITION

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

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

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

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

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

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

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

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

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

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

3.02 d) Other Pay and Expenses

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

3.02 e) Union Officers

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

3.03 New Employees

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

3.04 Union Membership

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

A R T I C L E 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

DEFINITION OF EMPLOYEE

5.01 In this Agreement:

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

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

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

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

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

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

ARTICLE 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

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

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, 2014 2.0% retroactive
- January 1, 2015 2.5% retroactive
- January 1, 2016 2.5% retroactive
- January 1, 2017 1.5%
- April 1, 2017 1.0% earnable
- January 1, 2018 1.5%
- April 1, 2018 1.0% earnable
- January 1, 2019 1.5%
- April 1, 2019 1.0% earnable

The wage increases outlined above shall be paid retroactive to January 1, 2014, January 1, 2015 and January 1, 2016 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. 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 of the within Collective Agreement.

Each 1.0% earnable is to be divided equally amongst the station goals (e.g. currently 5 goals, 0.2% per goal achieved). The earnable payment awarded is for the previous fiscal year eg. the April 1, 2017 payment is for April 1, 2016 to March 31, 2017 etc. Earnable payments awarded will be added to the top step of the wage rates contained in Appendix “A” and are cumulative year over year. New Wage tables will be calculated and distributed after each earnable payment is awarded.

2) Effective the first full pay period following the signing of this agreement a new wage and classification structure will be implemented within Fuel Handling as follows:

- Internal postings for Fuel Handling will be posted as FH Specialist;
- Selected employees as a result of the internal posting for FH Specialist will be frozen in their current classification until successful completion of panel qualifications;
- General increases will apply and normal progression within the employees current classification will continue;
- Once the employee has successfully panel qualified they will be reclassified to FH Specialist and the normal promotional guidelines will apply (to the step on range that is at least 5% higher – incumbent cannot exceed the top step);

- FH Specialist I and FH Specialist II In-Training classifications will be eliminated;
- FH Maintainer classification wages will be adjusted to be equivalent to other Maintainer classifications (EI&C, Mechanical, Chemical);
- The FH Maintainer classification will be the entry level classification into Fuel Handling when recruiting externally to Fuel Handling or should the Employer require this entry level classification as part of their regular working structure;
- The FH Specialist II classification will be replaced with the classification of FH Specialist (remove the reference to II);

<u>Date</u>	<u>Classification</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
DOI	FH Maintainer	\$31.95	\$33.93	\$35.96	\$37.94	\$39.97

- 3) Effective the first full pay period following the signing of this agreement the classification of Fuel Handling Technical Supervisor will be retitled Fuel Handling Supervisor.
- 4) Effective the first full pay period following the signing of this agreement the classification of Contract Administrator will be retitled Nuclear Contract Developer.
- 5) Effective the first full pay period following the signing of this agreement a new classification will be created titled ERT Lieutenant. The wage rate of this new classification will be built on the base wage rate of the Emergency Response Maintainer classification plus eight percent (8%).
- 6) Effective the first full pay period following the signing of this agreement a new classification will be created titled Tactical Team Lead. The wage rate of this new classification will be built on the base wage rate of the Nuclear Response Force classification plus eight percent (8%).
- 7) Effective the first full pay period following the signing of this agreement a new classification will be created titled Operations Document Writer. The wage rate of this new classification will be the same wage rate as the Power Plant Operator classification.
- 8) Effective the first full pay period following the signing of this agreement the classification of Training Officer will be retitled Training Specialist.
- 9) Effective the first full pay period following the signing of this agreement the classification of Support Services Training Officer will be retitled Training Instructor. The wage rate of

this classification will be the same wage rate as the Analyst II classification. Employees currently at the top step of the former Support Services Training Officer classification will be grandfathered and identified as "Present Incumbent Only" with general increases as long as they remain in this classification. No step increase dates will be changed as a result of this change.

- 10) Effective the first full pay period following the signing of this agreement a new classification will be created titled Maintenance Coordinator. The wage rate of this new classification will be the same wage rate as the Work Group Coordinator classification.
- 11) Effective the first full pay period following the signing of this agreement the Radiation Protection Supervisor classification will be aligned with the current Maintenance Supervisor classification wage rate. Employees currently at the top step of this classification will be grandfathered and identified as "Present Incumbent Only" with general increases as long as they remain in this classification.
- 12) Appendix "F" will be used as salary treatment for all In-Training and/or Apprenticeship positions.
- 13) Operations five (5) crew pilot shift schedule package will be detailed as per an attached letter of agreement.
- 14) 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.

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, section 8.03 a) 3) will only apply while they are in the apprenticeship classification. It will not apply for progression from the apprenticeship range to the certified range.

8.03 c) 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, Administrative Analyst, Business Analyst, Scientist/Engineer V, Technical Advisor or a lead, senior or supervisory classification.

8.04 Relieving Pay

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

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

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

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

8.04 e) When an employee has or will be relieving for a period in excess of twenty (20) consecutive working days, their status will be changed to “acting” so that the relieving rate will apply to all hours until the relieving assignment is completed. The employee and/or supervisor must make this request through the approved e-form to Human Resources to initiate the status change to “acting” in order for this to be pensionable.

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

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

8.05 Lead Hand Pay

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

8.06 Radiation Protection Assistants

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

ARTICLE 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

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

9.02 Normal Hours – Non-Shift Assignment

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

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

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

out of radiation protection clothing after the end of their normal hours. Any time outside of normal hours of work required for changing into and out of radiation protection clothing will be unpaid time.

9.03 Normal Hours – Shift Assignments

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

9.03 a) Full Shift Assignment

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

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

* indicates all overtime at double time rate

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

- 2) The hours of work shall be:
 - 07:30 hours to 20:00 hours, designated as day shift (D); and,
 - 19:30 hours to 08:00 hours, designated as night shift (N); and,

- 08:00 hours to 16:00 hours with a 30-minute paid lunch break when designated as shift (O). Normal hours for the “O” week may also include 12.5 hour shifts as per section iii) below

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

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,
- Three (3) twelve and one-half (12.5) hour day shifts scheduled consecutively on or between Monday and Thursday for which the employee will be paid forty (40) hours; or
- Three (3) twelve and one-half (12.5) hour night shifts scheduled consecutively on or between Tuesday and Friday for which the employee will be paid forty (40) hours.

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

When employees are varied during the sixth week of their schedule (“O” week), the Employer will provide 10 days notice and the employee will be paid their normal hourly rate. If 10 days notice is not provided, the first shift of the three days that are varied will be paid at overtime rates. If the variance is to a day shift, the rate will be time and one half the employee’s normal rate and if it is to a night shift, it will be double the employee’s normal hourly rate. The remainder of the variance will be paid at the employee’s normal hourly rate.

No notice will be required when a variance is due to an unplanned unit outage. During the other five weeks in their schedule and for an unplanned unit outage at any time, normal variance rules will apply.

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

- 4) When an employee is absent due to banked time off, response team leave or vacation, they will record their absence as 12 hours, not 12.5 hours for the purpose of recording the absence and removing the time from their bank or vacation entitlement.
- 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 hrs or 19:00 and 20:00 hrs) with 25 days written notice to affected employees. When this change in start time is made, the new hours of work will be the employee’s “normal” hours of work.
- 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 hrs Monday through Friday shall be paid at time and one-half. However, when the start time of the shift is changed as in (v) above, the window for time and one-half vs. double time overtime will change as well. For example, if the start time is changed to 07:00 hrs, overtime will be paid at time and one-half for all overtime hours worked between 07:00 hrs and 21:30 hrs and double time will be paid for all overtime hours worked between 21:30 hrs and 07:00 hrs.
- 7) If an employee is sick during their entire period of nine (9) consecutive days off, so that the vacation credits built into the shift cannot be used, then they will be credited with ten (10) hours of vacation.
- 8) There is currently no requirement to establish an “on call” roster for employees in operations and it is not expected that there will be a requirement for one in the foreseeable future. However, if an “on call” roster is required in order to maintain and ensure a continuous operation, an “on call” roster will be established. If an “on call” roster is established to provide coverage for absenteeism, there will be no compensation or premium payable. If an “on call” roster is established for any other reason, then employees placed on the roster will be compensated as per article 10.08 of the agreement.

- 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) When an employee is entitled to bereavement leave, their normal scheduled hours of work will be paid for all of the consecutive days allowed which fall on scheduled work days.
- 11) Payment for sick leave and hours recorded for sick leave will be based on the normal hours of work scheduled for that shift.
- 12) Employees who work on Christmas day, as part of their regular shift cycle shall receive extra pay at straight time rate for all hours worked within the 24 hours of December 25th. This article of the agreement will also apply to employees who voluntarily trade shifts with an employee scheduled to work on Christmas day. However, it will not apply to employees scheduled or called in to work overtime on Christmas day or to any hours worked that are paid at overtime rates.
- 13) A shift differential of \$ 1.55 will be paid for all normal hours worked on night shifts.
- 14) On the day of a federal, provincial or municipal election, the Employer, Union and employees will attempt to maintain the twelve and one-half hour shift schedule in effect, without additional cost to the Employer. For example, day crew employees taking advantage of advance polls. If necessary, the twelve and one-half hour schedule will be temporarily suspended and employees will revert to an eight-hour day schedule. Such reassignment will not be considered as a variance to the Master Work schedule.
- 15) 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.
- 16) This schedule may be canceled immediately by the Employer, should either the safe operation of the plant or public safety be adversely affected. If this schedule is canceled by the Employer, the former "Full-Shift Assignment" (i.e., 25 day cycle), as set out in article 9.40 (b) of the Collective Agreement in effect from December 4, 1992 to

September 30, 1995 will apply. Discussions will be held between the parties to the Agreement to establish a new "Full-Shift Assignment".

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

9.03 b) Training for Employees on Full Shift Assignment

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

- 5) Training may on occasion be given on a 12.5 hour basis to avoid having employees owing time (generally applicable to 1 or 2 day courses). If the training consists of an 8 hour period, other work will be assigned for the remaining 4.5 hours.
- 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, three or four of the schedule may be converted from 37.5 hours of shift work to 37.5 hours of non-shift work to complete this remedial or missed training. In the case of week 4, the converted week is the time period beginning Monday of week 4 and the 6 days following. Notification for this change is as per section 9.05 of the collective agreement. In cases where this training does not use all the time available, other work or training may be assigned to fill the available time. Requested vacation or banked time may be granted during this period.

9.04 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.

	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
WEEKS							
One	X	12	8	8	8	8	X
Two	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 hrs and 24:00 hrs, using 8, 10 or 12 hour shifts as an employee’s normal hours of work with no overtime premium. There will be no split shifts in the schedule. Normal rules for variance will apply.
- 4) Over three pay periods, the schedule will provide for an average of 80 hours per pay period at an employee’s normal hourly rate (i.e., 240 “normal” hours will be balanced

over three pay periods). Days off will be scheduled consecutively with a minimum of 2 days off between scheduled shifts. In each period of six weeks, three scheduled days off will be designated in the schedule as “double time” days for the purposes of compensating for overtime worked on those days. All other overtime hours worked will be paid as per article 10.06 (b) of the agreement.

- 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 Department

- 1) For employees in the security department, current hours of work are as follows: employees are working on either non-shift assignment or full shift assignment (35 day cycle).
- 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 12.5 hour shifts as an employee’s normal hours of work with no overtime premium. There will be no split shifts in the schedule. Normal rules for variance will apply. For employees assigned to a full shift schedule, the schedule will be made up of a 42, 35 or 28 day cycle. The 42, 35 and 28 day cycles will be the cycles which are either currently in use at the Station or have been used in the past :
 - the 42 day cycle is set out in article 9.03 above
 - the 35 day cycle as per the letter of agreement attached in Appendix “I”
 - the 28 day cycle will be the schedule previously used in the Security department. That schedule averaged 42 hours per week (based on 12 hours per day) and provided for a continuous shift of 2 days/2 nights/4 off. Schedule repeats itself after 56 days resulting in 14 day shifts, 14 night shifts, 28 days off (includes 3 full weekends and 2 partial weekends off). That schedule will be adjusted to incorporate 12.5 hours per shift as the normal hours of work and to ensure that no more than 2080 hours in a year will be paid at normal hourly rates.

- 4) For employees assigned to a non-shift schedule, the schedule may provide coverage between 06:00 hrs and 19:00 hrs, Monday to Friday, using 8, 10 or 12 hour shifts. There will be no split shifts in the schedule. Normal rules for variance will apply.
- 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.
- 6) Instead of the sixteen (16) hours of family leave provided in article 13.12 i) employees assigned to a full shift assignment will receive two (2) shifts (twenty-four (24) hours) of paid family leave per calendar year.

9.04 c) Supply, Laundry and Cleaning Department

- 1) For employees in the supply, laundry and cleaning department, current hours of work are as follows: employees are working on either non-shift assignment, full or partial shift assignment. For partial shift assignment, the normal workday is eight (8) hours and the schedule consists of alternate weeks of 08:00 to 16:00 hrs and 16:00 to 24:00 hrs, Monday through Friday.
- 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 08:00 hrs and 24:00 hrs, using 8, 10 or 12 hour shifts as an employee's normal hours of work with no overtime premium. Hours between 24:00 and 08:00 may be covered on an on-call basis. The schedule will average 40 normal hours per week with 4 days on, 3 days off schedule. There will be no split shifts in the schedule. Normal rules for variance will apply.
- 4) For overtime coverage on an employee's days off, the overtime days will be designated in the schedule as follows: one day will be paid at time and one-half the employee's normal hourly rate and two days will be paid at double the employee's normal hourly rate. The two days for which an employee would be paid double time will be consecutive days and one of the days will be a weekend day.

- 5) Vacation will be calculated as for non-shift assignment employees. For banked time off, notwithstanding article 10.05, approved bank time off will be calculated at straight time rates Monday to Friday and at replacement rates on Saturday and Sunday. For Statutory Holidays, if the employee is scheduled to work, they will receive the day off and 8 hours pay at straight time rates. If the employee is not scheduled to work, they will receive the day off and 8 hours pay at straight time rates on their next scheduled workday.
- 6) 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). For employees who work a partial shift schedule that is made up of a combination of hours (i.e., 8s and 12s, etc), the Employer can vary the employee's normal hours of work as scheduled for each day or shift, or vary their hours of work to a schedule that is made up of 8 varied hours per day or shift. Subject to the notice provisions below, the employee will be paid their normal hourly rate for the varied hours. Any additional hours for a varied day or shift will be overtime and paid at the prevailing overtime rate.

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

- 00:00 to 08:00 hrs – Monday through Friday
- 08:00 to 16:00 hrs – Monday through Friday
- 16:00 to 24:00 hrs – Monday through Friday
- 18:00 to 02:00 hrs – Monday through Friday
- 08:00 to 20:00 hrs – Monday through Friday
- 20:00 to 08:00 hrs – Monday through Friday

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

- 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;
 - c) If seven (7) calendar days written notice is not given, prevailing overtime rates will apply until seven (7) calendar days have expired following written notification;
 - 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 section iii) below.

- 3) When reassignment is as a result of unplanned work, or to cover unplanned absences:
 - a) The reassigned hours of work shall become their normal hours of work;
 - b) No premium will 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 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.
- 8) Notwithstanding sections 2) and 3) above, employees in classifications that were formerly in the Operational Supervisory or Scientific & Professional bargaining units and any future supervisory classifications will be compensated for any variance from the master work schedule as per the following. The Employer may re-assign employees to other hours of work and they will become the employee's normal hours of work. The Employer may only vary the employee's normal hours of work as scheduled for each day or shift (for example, if an employee is scheduled for eight (8) normal hours, only eight (8) hours of work may be varied). Subject to the notice provisions below, the employee will be paid their normal hourly rate for the varied hours. Any additional hours for a varied day or shift will be overtime and paid at the prevailing overtime rate. Every effort shall be made to ensure notification seven (7) days in advance of the change in normal working hours. If despite these efforts, two (2) days notice is not possible then the employee will receive "short notice" payment at the prevailing overtime rate until the two (2) days have elapsed.

9.06 Alternative Hours of Work

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

9.06 a) Agreements between the Employer and the Union

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

9.06 b) Local Agreements for Non-Shift Assignment Employees

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

- 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 section (v) below and will be confirmed in a letter of agreement which will contain a provision allowing local management, the individual or the employees in the group (by majority vote) to revert to normal hours as defined in the collective agreement with thirty (30) days notice;
- 5) Local management may, by notice to the employees no later than noon on the Thursday prior to the week in question, alter the normal hours of work within the limits of the work week (i.e., excluding Saturdays, Sundays and Statutory Holidays) in accordance with sections (ii) and (iii) above;

9.07 Shift Differential

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

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

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

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

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

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

9.08 Work Breaks

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

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

- 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

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.

9.10 Outage Schedules

- 1) The Employer will normally choose between two schedules (Schedule #1 or Schedule #2) for planned or forced outages (Appendix ?). Employees will be varied to the identified schedule using the standard variance letter included in this agreement (Appendix ?);

- 2) All employees varied will record their time on the day the bulk of their shift is 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;
- 3) Shift differential will be fixed while working an outage schedule at \$1.25 or code 26. This differential will only be in place when an employee is not varied to a Tour Schedule;
- 4) Operations shift-workers will normally be excluded from assignment to Schedule #1 or Schedule #2;
- 5) Ten (10) hour shifts will be as follows:
 - Day Shift = 08:00 to 18:00
 - Night Shift = 18:00 to 04:00
- 6) Depending on the schedule and critical path requirements increasing or decreasing the amount of overtime hours does not constitute a new variance;
- 7) The Employer retains the right to vary employees to a different planned or forced outage schedule as required.

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

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

10.03 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 SDP-A031 – Implementing the Fitness for Duty Program.

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 work day, if they are scheduled to work on the same day, shall be entitled to a period of rest without loss of regular pay under the following circumstances:

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

10.05 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 in any calendar year. The Employer may schedule up to 24 hours of time off for an employee, using banked hours in excess of the first 40 entered into the bank by the employee.

10.06 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 will be paid out or transferred to an RSP. Hours withdrawn cannot exceed the time credits that have been banked.

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 hrs - time and one half
- 2) Monday through Friday between 22:00 and 08:00 hrs - 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 hrs - time and one half
- 2) Monday through Friday between 22:00 and 07:30 hrs - double time
- 3) Saturday, Sunday - double time
- 4) Statutory Holiday - double time in addition to normal day's pay
- 5) Call Out - double time
- 6) Double time days as indicated in the shift schedule - double time
- 7) When the Employer exercises its right to change the start time of a shift as per article 9 of the agreement, the time set out in sections (i) and (ii) above will change as well. If the "normal" start time for a shift is changed by half an hour, the window for time and one-half and double time will change by half an hour as well. For example, if the normal start time is changed to 07:00 hours, then overtime worked between 07:00 and 21:30 will be paid at time and one-half and overtime worked between 21:30 and 07:00 will be paid at double time.

10.08 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	
		Schedule #1	Schedule #2
Monday <u>to</u>	Tuesday	1 Hour	3 Hours
Tuesday <u>to</u>	Wednesday	1 Hour	3 Hours
Wednesday <u>to</u>	Thursday	1 Hour	3 Hours
Thursday <u>to</u>	Friday	1 Hour	3 Hours
Friday <u>to</u>	Saturday 08:00	2 Hours	4 Hours
Saturday 08:00 <u>to</u>	Sunday 08:00	2 Hours	4 Hours
Sunday 08:00 <u>to</u>	Beginning of Scheduled Work	2 Hours	4 Hours

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

10.08 c) If an employee is placed on the regular "on call" roster more frequently than 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 #2 above.

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

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

10.09 Special Allowance

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

10.10 Radiation Protection Training (RPT) Allowance

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

ARTICLE 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

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, 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;

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

	Day 1 Travel to Site	Day 2	Day 3	Day 4 Return to Home
Travel	Time + Mileage to site if applicable	∅	∅	Time + Mileage to home if applicable
Expenses	\$60.00	\$60.00	\$60.00	∅

Eg: Employee chooses (with Supervisor approval) to stay in accommodation – travel + expenses as per the collective agreement:

	Day 1 Travel to Site	Day 2	Day 3	Day 4 Return to Home
Travel	Time + Mileage to site if applicable	∅	∅	Time + Mileage to home if applicable
Expenses	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 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

SHORT TERM SICK LEAVE AND OTHER LEAVES

13.01 Purpose – Short Term Sick Leave

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

13.02 Medical and Dental Appointments

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

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

13.03 Sick Pay Credits

Sick pay credits shall be as follows:

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

13.04 Requirements to Qualify

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

- 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 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 – for example see Appendix “?”) identifying limitations, anticipated duration of the absence and availability for alternative work. The requirement to provide this information may be waived by the employee's supervisor.

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

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

13.05 Long Term Disability

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

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

The Employer will maintain all ENERflex benefits for employees on Long Term Disability. The Health and Dental plans provided by the Employer shall be Managed Care and Economy Dental. Any Health Spending Account the employee may have had will be cancelled and replaced by the aforementioned plans. Pensionable service will continue to accrue at no cost to the employee.

Any dispute relating to an employee’s eligibility for such benefits, the quantum of such benefits or any other matter relating to the administration of the policy will not be the proper subject matter for a grievance or adjudication under this collective agreement.

13.06 Bereavement Leave

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

5 Consecutive Normal Work Days	3 Consecutive Normal Work Days	2 Consecutive Normal Work Days	1 Normal Work Day
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 not later than the day of the funeral. This unpaid leave is not in addition to the entitlements outlined above, but may be used to supplement leaves of less than five days with unpaid leave, up to a total of five (5) days.

13.07 Maternity Leave

13.07 a) General

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

13.07 b) Requirements to Qualify

To qualify for Maternity Leave, an employee must:

- 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 Leave

Maternity leave is for a term of up to seventeen (17) weeks with the first two (2) weeks paid as sick leave for employees not participating in Supplementary Unemployment Benefit (SUB) plan. For employees participating in the SUB plan, there are two (2) weeks of unpaid time in accordance with the *Employment Insurance Act* (1996, c.23, E-5.6 as amended).

Leave may commence at the end of the seventh month of pregnancy. Following maternity leave, the employee may take unpaid leave of up to thirty-seven (37) weeks as parental leave.

13.07 d) Benefits During Leave

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

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

Note: Deductions for **Public Service Shared Risk Plan (PSSRP)** benefits 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 **Public Service Shared Risk Plan (PSSRP)** are taken from the SUB Plan benefits.

13.07 f) Return to Duty

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

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

13.07 g) Failure to Return to Work

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

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

13.08 Parental and Adoption Leave

13.08 a) General

Unpaid leave of absence, up to a maximum of thirty-seven (37) weeks is available to either parent upon the birth of a child or adoption of a preschool child. All benefits of maternity leave contained in this agreement apply to parental and adoption leaves, with the following exceptions:

- 1) For adoption and parental leave, the employee will be eligible for top-up under the Supplementary Unemployment Benefits (SUB) plan for a maximum of ten (10) weeks in accordance with the terms of the plan;
- 2) For parental leave the employee will not be eligible for the following: the first two (2) weeks are not paid as short term sick leave and if an employee has received top up under the SUB Plan for maternity or adoption leave, the employee is not eligible to participate in the SUB Plan for parental leave;
- 3) For adoption leave, employees who are eligible for top up under the SUB plan, will have their benefits treated in accordance with 13.07 d) for a period of ten (10) weeks with the Employer covering the premiums for all ENERflex benefit coverage for the remaining period of the leave;

- 4) During the period of parental leave, (not to exceed thirty-seven (37) weeks), the Employer will pay for all ENERflex benefit coverage the employee had chosen prior to the leave.
- 5) Employees are eligible for up to a maximum of three (3) consecutive normal calendar days with no loss of pay subject to operational requirements following the birth or adoption of a child. This may include weekends and/or normal days off, however the Employer will ensure shift workers are provided with a minimum of one (1) normal shift off with no loss of pay. In circumstances requiring additional time off, not already provided in this agreement contact Human Resources to determine if other options are available.

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

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

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

13.09 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;
- 3) 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;
- 4) 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;
- 5) Upon signing, all unused personal leave will be subject to carryover until the end of the 2016 calendar year; unused personal leave will not be paid out;
- 6) Beginning January 1, 2017 the allotment of personal leave must be used in the year it is granted; unused personal leave will not be carried over or paid out;

7) This leave shall be charged to a separate time code (code 70 FAM).

13.12 b) Unpaid Family Leave under the Employment Standards Act

In accordance with the *Employment Standards Act*, an employer shall grant to an employee a leave of absence without pay of up to three (3) days in each calendar year to meet responsibilities related to the health, care or education of a person in a close family relationship with the employee. This unpaid leave is in addition to the entitlements outlined above. An employee intending to take such a leave of absence shall provide their supervisor with as much notice as possible of their intention to take this leave.

13.13 Top Up for Compassionate Care Leave

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

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

ARTICLE 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 the WorkSafe New Brunswick and any other pension or compensation related to the injury, and eighty-five percent (85 %) of the employee's pre-accident net earnings as calculated by the WorkSafe New Brunswick, for new injuries or recurrence of injuries.

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

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

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

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

14.02 f) In the event that there are any changes to the Worker's Compensation Act subsequent to the execution of this document which allow additional top-up and/or

reinstatement of the first three (3) days of benefits without penalty to the Employer, this article of the agreement will be amended to reflect the changes to the Act.

14.03 Pension

14.03 a) All benefits, privileges, and rights to pension will be in accordance with the provisions of the *Public Service Shared Risk Plan (PSSRP)*.

14.04 Retirement Allowance

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

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

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

- employees who were employed on the date of signing of this agreement who have five (5) or more years of service and during the five (5) years of service, they were regular, term or temporary status employees (who worked at least fifty percent (50%) of each year);
- the employee has not previously received a payout of retirement allowance as a result of being previously employed by Parts I, II, III or IV of the Provincial Government;
- employees hired after the date of signing of this agreement who have ten (10) or more years of service and during the ten (10) years of service, they were regular, term or temporary status employees (who worked at least fifty percent (50%) of each year);
- Service does not need to be pensionable or continuous;
- The employee must be fifty-five (55) years of age or older and employed at the time of retirement.

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

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

14.05 Rights and Benefits for Temporary Employees

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

14.06 Certification Fees 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

HOLIDAYS

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

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

ARTICLE 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;

- 1) 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 signing of this agreement, employees are able to carry over vacation entitlement that was not used in one calendar year until March 31st of the following calendar year.

ARTICLE 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 signing the agreement, an employee who ceases to be employed by the Employer and returns to employment at a future date, may bridge their service after they have completed five continuous years of reemployment with the Employer) for the purpose of determining vacation 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 accepts seniority as defined as per 17.01 a) 1).

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;

17.02 Retention of Bargaining Unit Seniority

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

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

17.03 Layoff of Regular Employees

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

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

17.03 a) Layoff Procedure

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:

- 1) Chemistry & Environment
Health Physics
 - 2) Facilities
 - 3) Supply Chain
 - 4) Fuel Handling
 - 5) Mechanical Maintenance
 - 5) EI&C Maintenance
 - 6) Work Management
 - 7) Training
 - 8) Operations
 - 13) Radiation Protection
 - 14) Conventional Safety
 - 15) Security
 - 16) Emergency Response
 - 17) Engineer / Scientists (eg. by discipline – Mech/Elect/Civil etc.)
 - 18) 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.

17.04 Rehiring

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

- 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 (i) 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.

17.05 Notice

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

17.05 b) Temporary employees who are employed for a fixed term of employment with no provision for early termination of the term of employment will be considered "laid off" for the purposes of this section of the agreement if they are released before their termination date.

They shall be given a minimum of three (3) weeks notice of lay-off or, at the discretion of the Employer, pay in lieu of such notice.

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

17.06 Severance Benefits

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

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

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

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 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 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.

17.07 **Internal Staffing**

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

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

1) The details of the internal staffing process will be posted and will remain open for a minimum of ten (10) days and will indicate:

- job classification
- qualifications required, including equivalency, if any
- the job description may be attached to each job posting
- whether the staffing process may be used to fill more than one position
- whether the staffing process may be used to fill future opportunities and, if so, the period of time for which the process will be valid
- such other information as the Employer deems pertinent

2) A copy of the internal posting will be sent to the Business Manager of the Union.

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

17.07 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.

17.07 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.

17.07 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

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 20 or more regular employees shall have a Joint Health & Safety Committee and all work locations with less than 20 regular employees shall have a safety representative.

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

18.03 Radiation Limits

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

The above noted provisions do not apply:

- 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) All employees who are required by Legislation or NB Power Safety Rules to wear safety footwear on a regular basis shall receive a footwear allowance.

Employees who require safety footwear on a regular basis shall receive an annual footwear allowance of \$160.00 to purchase non-metallic CSA approved footwear with no proof of purchase or to a maximum of \$200.00 on condition a receipt is submitted as proof of purchase. Reimbursement of the difference (up to \$40.00) will be through expense claim providing proof of purchase is included.

This allowance shall be payable on or about June 1st of each year and only those employees who are on the NB Power Nuclear payroll on June 1st shall be eligible for the allowance. Employees, who require safety footwear but do not wear such footwear on a regular basis, will be entitled to the footwear allowance once every three (3) years.

18.04 b) Nuclear Response Team Members shall receive a footwear allowance to purchase tactical boots that are non-steel toed of \$320.00 with no proof of purchase or to a maximum of \$400.00 on condition a receipt is submitted as proof of purchase. Reimbursement of the difference (up to \$80.00) will be through expense claim providing proof of purchase is included.

This allowance shall be payable on or about June 1st of every second year and only those employees who are on the NB Power Nuclear payroll, in Nuclear Response Team classifications shall be eligible for the allowance.

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 “SCBA Fit 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. This money is intended to assist employees with expenses incurred for physical fitness conditioning. Payment will be made annually on successful completion of physical testing as outlined in job requirement documents. This payment will normally be made in the fall of the calendar year.

18.05 a) 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

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

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

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

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

- 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

GRIEVANCE PROCEDURE

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

20.01 a) Step One: Within five (5) working days after the alleged grievance has arisen, the employee 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 and shop steward, and any other person required to attempt to resolve the matter. The superintendent shall provide an answer to the grievor and the shop steward within two (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 five (5) 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 five (5) working days of the meeting.

20.01 c) Step Three: Within five (5) 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 and Two, and replies by persons designated by the Employer under Steps One and Two should accompany the grievance at level three. The President has designated that the 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

refer the grievance 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.

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

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

ARTICLE 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

RULES, REGULATIONS, POLICIES AND PROCEDURES

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

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

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

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

ARTICLE 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, 2014 to December 31, 2019, are intended to provide continuity in the relations between the parties and retroactive effect, for the period January 1, 2014, 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 signing of the agreement shall be implemented in the first full pay period after the date the agreement is signed.

ARTICLE 24

DURATION

24.01 This agreement shall be in effect for a term from January 1, 2014 to and including December 31, 2019 and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requires the other party to commence collective bargaining by written notice given within the period of two (2) months before the agreement ceases to operate.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives this 26th day of January, 2016.

NEW BRUNSWICK POWER CORPORATION

GAËTAN THOMAS
PRESIDENT & CHIEF EXECUTIVE OFFICER

WANDA HARRISON
CORPORATE SECRETARY & GENERAL COUNSEL

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

STEPHEN F. HAYES
PRESIDENT

T. SCOT HALE
RECORDING SECRETARY

ROSS GALBRAITH
BUSINESS MANAGER

Insert Index of Classifications

APPENDIX “A”

WAGE RATES

APPENDIX "B"

SUPPLEMENTAL UNEMPLOYMENT BENEFITS (SUB) PLAN **NEW BRUNSWICK POWER CORPORATION**

OBJECTIVE: To supplement employment benefits received by employees for unemployment caused by pregnancy, birth or adoption of a preschool child (children).

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

LEVEL OF BENEFITS: Ninety-three percent (93%) of the employee's normal weekly salary. This represents the total of Employment Insurance gross benefits, the SUB plan and other earnings. Employees do not have a right to SUB payments except for supplementation of EI benefits for the unemployment period up to fifteen (15) weeks for maternity leave and ten (10) weeks for adoption leave. ENERflex dollars will continue for the period of the top up. Where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance benefits, they will not receive SUB during that time.

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

DURATION: January 1, 2013 to the expiration of the Collective Agreement.

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

APPENDIX "C"

PART TIME, SEASONAL AND WORK TIME FLEXIBILITY PROGRAMS

A. PART TIME AND SEASONAL EMPLOYEES

Salaries and Benefits:

Vacation

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

Statutory Holidays

Employees are entitled to the eleven (11) holidays specified in the Collective Agreement. The statutory holidays that fall on scheduled work days, shall be fully paid. The statutory holidays that fall on the scheduled day off shall be pro-rated according to the number of hours contracted to work vs the number of normal work hours in a day.

Sick Leave (Short Term Disability)

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

Long Term Disability

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

Health Care Benefits Including Dental Care

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

Basic Life Insurance and AD&D

Benefit coverage shall be based on one (1) or two (2) times reduced total annual salary. Employees hired prior to April 1, 2015 shall be covered for two (2), three (3), or four (4) times their reduced total annual salary. Basic Life Insurance coverage cannot exceed \$400,000.

Overtime

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

Pension

Eligibility to contribute to the **Public Service Shared Risk Plan (PSSRP)** will be determined by Provincial Legislation. However, participants in this program may contribute to the NB Power Group RSP.

Service and seniority

A part-time employee will receive a full year credit for service and seniority purposes regardless of the number of hours worked during the year. Term Seasonal employees will have their length of seniority and service adjusted to reflect the actual time spent in the Employer's employment.

B. WORKTIME FLEXIBILITY PROGRAMS

PROGRAM 1

(employees within five (5) years of retirement who continue making full pension contributions)

Eligibility to Participate

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

Salaries and Benefits:

Vacation

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

Statutory Holidays

Employees are entitled to the eleven (11) holidays specified in the Collective Agreement. The statutory holidays that fall on scheduled work days, shall be fully paid. The statutory holidays that fall on the scheduled day off shall be pro-rated according to the number of hours contracted to work vs the number of normal work hours in a day.

Sick Leave (short term disability)

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

Long Term Disability

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

Health & Dental Care Benefits

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

Basic Life Insurance and AD&D

Benefit coverage shall be based on one (1) or two (2) times reduced total annual salary. Employees hired prior to April 1, 2015 shall be covered for two (2), three (3), or four (4) times their reduced total annual salary. Basic Life Insurance coverage cannot exceed \$400,000.

Optional Benefits

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

Overtime

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

Pension

Payments to the ***Public Service Shared Risk Plan (PSSRP)*** shall be based on the employee's full time salary and credited with full time service.

Service and Seniority

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

PROGRAM 2

(all other employees)

Eligibility to Participate

- Employer must approve participation in the program
- Employees must sign a contract in order to participate in the program
- Employee must work a minimum of fifty (50) % of normal work hours

Salaries and Benefits:

Vacation

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

Statutory Holidays

Employees are entitled to the eleven (11) holidays specified in the Collective Agreement. The statutory holidays that fall on scheduled work days, shall be fully paid. The statutory holidays that fall on the scheduled day off shall be pro-rated according to the number of hours contracted to work vs the number of normal work hours in a day.

Sick Leave (short term disability)

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

Long Term Disability

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

Health & Dental Care Benefits

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

Basic Life Insurance and AD&D

Benefit coverage shall be based on one (1) or two (2) times reduced total annual salary. Employees hired prior to April 1, 2015 shall be covered for two (2), three (3), or four (4) times their reduced total annual salary. Basic Life Insurance coverage cannot exceed \$400,000.

Optional Benefits

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

Overtime

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

Pension

Payments to the *Public Service Shared Risk Plan (PSSRP)* shall be based on the employee's reduced salary.

Service and Seniority

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

APPENDIX "D"

JOB SHARING PROGRAM

- 1) Requests for participation in the Program will be subject to management approval.
- 2) An employee wishing to participate in the Program is responsible for finding a suitable partner who is willing to share the job. If a partner cannot be found internally, Human Resources will provide assistance in finding a partner.
- 3) Each job sharing situation will be undertaken on a four (4) month trial basis. Following this trial period, management or the job sharer may elect to discontinue the job sharing arrangements.

During the trial period, a job sharer may only opt out of the Program with management approval.

- 4) In most cases, the average number of hours worked per week by an individual employee shall be one-half the hours required to staff the position on a full time basis; (i.e., one-half 36.25 hours or one-half of 40), as the case may be).

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

- 5)
 - a) Subject to paragraph (b) below, if one of the "partners" leaves the position, the other partner will have the option of taking the job on a full-time basis, or carrying the job on a full-time basis until a suitable partner is found.
 - b) Where the remaining partner was hired for a job sharing position, or was in a lower paying full time position immediately prior to becoming a job sharer, that employee will not have the option of taking the position on a permanent full-time basis unless he/she has been in the job sharing position for at least three years. In such circumstances the full time position will be opened for bid within that general work location only. Should someone other than the remaining partner be the successful bidder, the remaining partner will be awarded the resulting vacant position.

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

The Employer agrees to provide the remaining partner with ten calendar days' notice of the requirement to fill the position on a full time basis. Any short term sick leave absence with an expected duration of five (5) working days or more shall be considered an "extended" absence.

Salaries and Benefits:

Vacation

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

Statutory Holidays

Employees are entitled to the eleven (11) holidays specified in the Collective Agreement. The statutory holidays that fall on scheduled work days, shall be fully paid. The statutory holidays that fall on the scheduled day off shall be pro-rated according to the number of hours contracted to work vs the number of normal work hours in a day.

Sick Leave (Short Term Disability)

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

Long Term Disability

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

Health Care Benefits (Including Dental Care)

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

Life Insurance and AD & D

Benefit coverage shall be based on one (1) or two (2) times reduced total annual salary. Employees hired prior to April 1, 2015 shall be covered for two (2), three (3), or four (4) times their reduced total annual salary. Basic Life Insurance coverage cannot exceed \$400,000.

Overtime

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

Pension

Eligibility to contribute to the ***Public Service Shared Risk Plan (PSSRP)*** will be determined by Provincial Legislation. However, participants in this program may contribute to the NB Power Group RSP.

Service and seniority

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

APPENDIX "E"

PERSONAL LEAVE

Approval:

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

Selection:

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

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

Applications:

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

Period of Leave and Vacation Credits:

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

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

Salary

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

Benefits

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

Long Term Disability

Long term disability premiums and benefits shall be based on a reduced salary.

Opting Out

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

Time Code

Code 70 - PSL will be used for Personal Leave.

Other Leaves

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

Multiple Leaves

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

APPENDIX "F"

SALARY TREATMENT FOR INDIVIDUALS ENTERING INTO IN-TRAINING OR APPRENTICESHIP POSITIONS

Application:

This guideline applies to all classifications where in-training or apprenticeship is required.

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

Salary Treatment:

- 1) Current salary at or below the entry level of the in-training or apprenticeship rates: 5% increase will be applied to the employee's current salary, and placed on the nearest step in the in-training or apprenticeship range. Normal step and general increases will apply.
- 2) Current salary falls somewhere within the in-training or apprenticeship range: 5% increase will be applied to the employee's current salary, and placed on the nearest step in the in-training or apprenticeship range. The 5% increase cannot exceed the top of the in-training or apprenticeship range. Salary is then frozen on step until normal progression through the in-training or apprenticeship program results in the employee's training catching up with the frozen rate. Employee receives general increases.
- 3) Current salary is above the highest rate of the in-training or apprenticeship range but lower than the range of the fully certified/qualified classification: Salary is frozen at current rate of former classification until normal progression through the in-training or apprenticeship program results in the employee's training catching up with the frozen rate. Employee receives general increases.
- 4) Current salary is above highest rate of the in-training or apprentice range but within the range of the fully certified/qualified classification: Salary is frozen at the step nearest the employee's current rate (but below the highest rate) until normal progression through in-training or apprenticeship program and fully certified classification results in the

employee's training catching up with the frozen rate. Employee receives general increases.

5) Current salary is above highest achievable rate of certified/qualified classification:

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

Note:

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

APPENDIX "G"

MEDICAL LIMITATIONS FORM

APPENDIX “H”

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

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

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

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

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

Insert Mileage Chart

Variance from the Master Work Schedule

Collective Agreement Article 9.05

Employee(s) Affected: * _____

Variance Notice sent to Employee(s) on: Date: * _____ Time: * _____

Variance Details for Day Workers

Effective from * _____ hours on * _____ until further notice, your regular hours are being reassigned.

Start time * _____ and end time * _____ of regular hours

In addition to regular hours:

_____ hours prior to the start of each scheduled shift.

_____ hours at the end of each scheduled shift.

_____ hour prior to each scheduled shift for turnover.

Other: _____

Variance Details for Full Shift Assignment Shift Workers

Effective * _____ thru * _____, your * _____ shifts will be varied to * _____ shifts.

The following weekend dates will be paid as per Article 9.05 iv _____, _____, _____

Other: _____

Notice Periods

This reassignment is a result of commissioning, planned work, or training which requires 7-calendar day's written notice. (Collective Agreement Article 9.05 ii).

This reassignment is a result of unplanned work, or to cover unplanned absences, which requires 56 hours written notice. (Collective Agreement Article 9.05 iii).

Work Schedule Attached

Approval| _____

How to complete the Variance from the Master Work Schedule Form:

In this field	Enter *Mandatory
Employees Affected	Enter the names of individual(s) that are being varied
Variance Notice Sent	Enter the date that this notice was sent to affected individuals. (Note: The employee has to be able to receive this notice on this date for notice period to commence i.e not home or away).
Details for Day Workers	
Effective From/On	Enter the time and date the variance starts
Start/End Time	Enter the start and end time of the regular hours of the shift. (Note: This is very important when adjusting start times ie up to two hours before or two hours after start times listed in the CA)
In Addition to Regular Hours	Enter OT hours as appropriate
Details for Regular Shift Workers	
Effective thru	Enter Date Variance starts and ends
Shifts	Enter appropriate shift, ie. #1, #2
Varied To	Enter appropriate shift, ie. #1, #2
Details for Notice Period	
Notice Periods	Check off the appropriate Notice Period required
Other	This area can be used to enter time entry codes
Quick Reference Guide	
Verbal Notice – identifies that a variance of hours is initiated Written Notice – identifies when short notice premium will end	

APPENDIX "I"

LETTERS OF AGREEMENT

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XXXXX, 2015
Ross Galbraith
Business Manager
I.B.E.W., Local 37
138 Neill St.
Fredericton, NB E3A 2Z6

Dear Ross:

Re: Letter of Agreement – IBEW Code of Excellence

During negotiations for a new Collective Agreement, the NB Power Nuclear Bargaining team spent time discussing The IBEW Code of Excellence Program and a plan for IBEW to communicate and initiate this program with their members.

During our discussions the union requested that the Employer provide union members 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 providing the roll-out of the Code of Excellence plan will be completed within one year of the date of signing the new Collective Agreement.

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.

Please signify your agreement by signing as indicated below.

Yours truly,

*Sherry Thomson
Chief Human Resources Officer*

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

Date

Date

Cc : C. Riley

XXXXX, 2016

Ross Galbraith

Business Manager

I.B.E.W., Local 37

138 Neill St.

Fredericton, NB E3A 2Z6

Dear Ross:

Re: Letter of Agreement – Retirement Allowance

During negotiations for a new Collective Agreement, the NB Power Nuclear Bargaining teams discussed our concerns regarding the unfunded liability of retirement allowance provisions within the Collective Agreement.

As part of these discussions we have agreed to the following:

All regular, term or temporary employees on the date of signing this agreement have the option for a six (6) month period, of voluntarily accepting a payout of the previously negotiated retirement allowance equal to five (5) day's pay (at the employee's normal hourly rate as of February 1, 2016) for each year of service to a maximum of twenty-six (26) weeks of pay under the following conditions:

- *Employees who voluntarily accept a payout of the retirement allowance are not eligible to accrue additional retirement allowance as a result of joining any other bargaining group;*
- *Once an employee receives their payout of the retirement allowance the Employer has satisfied the provisions of this entitlement;*
- *Employees will receive a personalized payout estimate, this estimate will include retirement allowance date (partial years will be pro-rated), as well as an estimate of gross pay in lieu of retirement allowance to the last day of the month six (6) months from date of signing this agreement at the employees normal hourly rate as of February 1, 2016;*
- *Employees will be provided with these options:*
 - *Obtain a payout in lieu of retirement allowance based on the credits accumulated to the last day of the month closest to six (6) months from date of signing this agreement;*
 - *Obtain a payout in lieu of retirement allowance based on the credits accumulated to the date of resignation or retirement at the employee's normal hourly rate at time of resignation or retirement if prior to the month closest to (6) months from date of signing this agreement or;*
 - *Defer retirement allowance until retirement;*

- *During this time period, employees who have not accumulated the maximum twenty-six (26) weeks and elect to resign or retire prior to the date of agreed accrual will have their accrual date adjusted and only be paid for the actual time accrued;*
- *Employees who have not accumulated the maximum twenty-six (26) weeks and who receive payout of the retirement allowance but choose to resign or retire prior to the date of agreed accrual will be required to reimburse NB Power for the amount of accrued payout they did not earn;*
- *To ensure there are no tax implications, employees who wish to purchase service years may elect to transfer the retirement allowance payout directly to their RRSP and use these RRSP dollars to purchase service years through the Pensions Branch with the Province;*
- *Employees on date of signing this agreement who do not choose voluntary payout will continue to accrue retirement allowance under the existing vesting provisions (five (5) years) and new employees will accrue retirement allowance under the new eligibility requirements (ten (10) years vesting).*

Although we believe our agreement to offer the payout on a voluntary basis will significantly mitigate our liability, it does not eliminate the liability which remains a concern. Therefore, although the Employer has accepted this agreement it is important to communicate our intent to re-visit this issue during the next round of negotiations with an objective of negotiating the removal of this provision.

Please signify your agreement by signing as indicated below.

Yours truly,

*Sherry Thomson
 Chief Human Resources Officer*

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

Date

Date

Cc : C. Riley

XXXXXX, 2016
Ross Galbraith
Business Manager
I.B.E.W., Local 37
138 Neill St.
Fredericton, NB E3A 2Z6

Dear Ross:

Re: Financial Planning / Education as a result of Increased Retirement Age

During negotiations for a new collective agreement, the IBEW Nuclear Bargaining team discussed concerns regarding the increase to the unreduced pension retirement age from age 60 to 65 and the impact of these changes to members. Concerns were raised about the need for additional financial education and planning for members as a result of these changes

As part of these discussions together we agreed that members would be provided with two (2) half days to attend workshops or financial planning / counselling sessions without being required to use vacation or banked time off credits.

This arrangement represents the union and company's collaboration on the best method of providing members with an opportunity to become better educated regarding financial planning in preparation for retirement.

Please signify your agreement by signing as indicated below.

Yours truly,

*Sherry Thomson
Chief Human Resources Officer*

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

Date

Date

Cc : C. Riley

XXXXX, 2016

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

Dear Ross:

Re: Non-Trades Apprenticeship Opportunities

During negotiations for a new collective agreement, the IBEW Nuclear Bargaining team discussed concerns regarding the lack of opportunities for non-trade employees currently in positions that frequently require medical/physical accommodation such as NRF and ERT.

As part of these discussions together we agreed that consideration would be given to non-trade employees for apprenticeship opportunities prior to PLGS internally or externally searching for trade positions. Recognizing that these opportunities will need to be balanced based on organizational need it is our intention to make an effort to reserve a certain number of positions to support through the formal trade apprenticeship process.

This arrangement represents the union and company's collaboration on the best method of providing apprenticeship opportunities to non-trade employees on a regular basis.

Please signify your agreement by signing as indicated below.

Yours truly,

Sherry Thomson
Chief Human Resources Officer

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

Date

Date

Cc : C. Riley

XXXX, 2016

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

Dear Ross:

RE: Letter of Agreement – Terms and Conditions of Hiring Retirees

In the past NBPN has identified the need to hire former retired bargaining unit employees to perform work to supplement the current workforce, utilize their many years of experience with the Station and mentor less experienced employees.

This practice has caused some difficulty between IBEW Local 37, NB Power Nuclear, NMA workers and current bargaining unit employees. Therefore, in the spirit of our partnership with IBEW Local 37 we have agreed to the following terms and conditions of work for retired individuals re-hired during planned and forced outages:

- 1. Retired employees hired directly by NB Power are to be compensated at the rate evaluated for the job they are performing;*
- 2. Retired employees will agree to have union dues deducted from their wages. Dues will be deducted and remitted to the Union for the period starting with the returning employees' first day of employment;*
- 3. Except as specified in this agreement, the returning retired employee terms and conditions of work will be in accordance with the Employment Standards Act and any other applicable legislation or Corporate Policy;*
- 4. Where the Employer requires the returning retired employee to work overtime, all hours in excess of their normal hours of work will be paid at prevailing overtime rates;*
- 5. Travel required by the Employer will be in accordance with Article 12 of the Collective Agreement and the Travel and Accommodation Policy of NB Power;*
- 6. Returning retired employees are not members of the bargaining unit and have no rights under the Collective Agreement, they have no right to file a grievance or to adjudication under the Collective Agreement. However, if they have a complaint concerning their terms and conditions of work, they may raise the issue with NB Power's internal ombudsman and the Union may provide assistance. The Union may also provide assistance if a returning employee is required to attend a disciplinary meeting with their supervisor.*

Please signify your agreement by signing as indicated below.

Yours truly,

*Sherry Thomson
Chief Human Resources Officer*

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

Date

Date

Cc : C. Riley

XXXXX, 2016

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

Dear Ross:

Re: Letter of Agreement – 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 3% of retirees to all employees (excluding retired operations employees who are required to support operations / training organization and retirees required to work on special improvement initiatives as approved by the Vice-President), both direct and through third parties. These two groups will not be included in the percentage calculations for total number of employees. This percentage will be reduced and held to 2% within three years of the date of signing;*
- *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 planned or forced outages and 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.*

Please signify your agreement by signing as indicated below.

Yours truly,

*Sherry Thomson
Chief Human Resources Officer*

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

Date

Date

Cc : C. Riley

XXXXX, 2016

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

Dear Ross:

RE: Distribution of Overtime

During the most recent contract negotiations for the Nuclear Operational Collective Agreement, we discussed the issue of assignment of overtime. We have agreed that the Employer will make a reasonable effort to utilize IBEW Local 37 members who are qualified to perform the work in the assignment of overtime

While there will be occasions where operational issues (matching skills to work assignments, ensuring continuity of workers assigned to a job, hours of work limitations, etc.) will take precedence, IBEW Local 37 members can expect advantages in overtime assignment within their department, over a reasonable period of time, especially as a result of their specific training and experience.

The parties recognize the Employer is entitled to schedule shifts as it sees fit, and more specifically, is entitled to schedule employees during shutdown periods so as to ensure that certain workers work shifts most advantageous to the Employer in its co-ordination of a shutdown. This may entail the Employer "re-setting" members at certain periods to ensure continuity of the work later in the schedule and the parties agree that such "re-setting" will not constitute a violation of this agreement.

In addition, the parties have agreed to the principle of equitable distribution of planned overtime work within each department of the station. Each department is encouraged to develop a planned overtime list if required to facilitate the balancing of overtime opportunities over a period of time. Planned overtime is scheduled overtime work that is performed outside of a normal or alternative workday. Planned overtime does not include emergency work.

If employees have questions about the balancing of overtime, they are encouraged to raise the issue with their supervisor or shop steward. If they are not satisfied with the information provided, they may contact the station Labour/Management Committee for resolution.

Please signify your agreement by signing as indicated below.

Yours truly,

Sherry Thomson
Chief Human Resources Officer

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

Date

Date

Cc : C. Riley

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