



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.
TRANSMISSION OPERATIONAL GROUP

JANUARY 1, 2013 – DECEMBER 31, 2018



TABLE OF CONTENTS

ARTICLES	PAGE
1 - UNION RECOGNITION	5
2 - RIGHTS OF THE UNION	6
3 - RIGHTS OF THE EMPLOYER	8
4 - CORPORATE LABOUR MANAGEMENT COMMITTEE.....	8
5 - DEFINITION OF EMPLOYEE	9
6 - NO STRIKE OR LOCKOUT	10
7 - DISCIPLINE AND DISCHARGE.....	10
8 - WAGES	12
9 - HOURS OF WORK.....	23
10 - OVERTIME AND PREMIUMS	35
11 - OVERTIME MEAL ALLOWANCE	45
12 - TRAVEL.....	47
13 - SHORT TERM SICK LEAVE AND OTHER LEAVES.....	50
14 - EMPLOYEE BENEFITS.....	60
15 - HOLIDAYS	63
16 - VACATION	64
17 - SERVICE AND SENIORITY	66
18 - SAFETY.....	73
19 - ADMINISTRATION OF THE COLLECTIVE AGREEMENT	76
20 - GRIEVANCE PROCEDURE.....	78
21 - ADJUDICATION.....	80
22 - PROTECTION FROM DISCRIMINATION & HARRASSMENT.....	81
23 - RULES, REGULATIONS, POLICIES AND PROCEDURES.....	81
24 - RETROACTIVITY	82
25 - DURATION.....	82
INDEX OF CLASSIFICATIONS.....	84
APPENDIX "A" WAGE RATES.....	85
APPENDIX "B" SUPPLEMENTAL UNEMPLOYMENT BENEFITS (SUB) PLAN	100
APPENDIX "C" PART TIME, SEASONAL.....	101

APPENDIX "D" JOB SHARING PROGRAM	106
APPENDIX "E" PERSONAL LEAVE	109
APPENDIX "F" SALARY TREATMENT IN-TRAINING/APPRENTICESHIP	112
APPENDIX "G" HEALTH & SAFETY STANDARDS	114
APPENDIX "I" ENGINEERING CRITERIA	118
APPENDIX "J" LETTERS OF AGREEMENT.....	121

THIS AGREEMENT, made in duplicates this 26th day of October, 2015.

BETWEEN:

THE NEW BRUNSWICK POWER CORPORATION OF THE PROVINCE OF NEW BRUNSWICK hereinafter called "**THE EMPLOYER**" of the First Part

AND

LOCAL 37, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, A.F. of L., C.I.O. - C.L.C. hereinafter called "**THE UNION**" of the Second Part

WHEREAS the Employer (subject at all times to all the provisions of the *Electricity Act*, (SNB 2013, Chapter 7, as amended) is transmitting electrical energy and in connection therewith has in its employ a number of employees who are members of Local 37; and,

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

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

NOW THEREFORE, it is agreed between the parties hereto:

ARTICLE 1

1 - UNION RECOGNITION

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

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

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

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

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

1.06 The Employer shall have printed a sufficient number of English and French copies of this collective agreement so that each employee in the bargaining unit may have a copy in the language of their choice. It is understood, however, that whenever a question of interpretation or application of this agreement arises, the English version shall prevail. In addition the collective agreement is available electronically in the Labor tab under Human Resources.

ARTICLE 2

2 - RIGHTS OF THE UNION

2.01 General

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

2.02 Union Officials

2.02 a) Business Manager

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

2.02 b) Shop Stewards

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

2.02 c) Union Negotiating Committee

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

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

The Employer also agrees to pay the members of the Union Negotiating Committee up to two (2) days each for the purpose of pre-negotiation meetings.

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

2.02 d) Other Pay and Expenses

The Employer shall not pay for time spent or expenses incurred in respect to grievances, adjudication, designation or other activities related to Union business except as specified in this agreement. When five (5) days' notice has been given and replacement is available, the Employer will allow Union executive officers time off without pay to attend regularly scheduled Union executive meetings. The Employer further agrees to pay replacements up to a maximum of thirty (30) person days in total for any calendar year.

2.02 e) Union Officers

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

2.03 New Employees

New employees, coming within the scope of this agreement will be notified that a Collective Agreement is in effect. The Employer agrees to provide to the Union a monthly list of all new hires to regular positions, and all casual or temporary hires with an expected term of employment of six (6) months or more. The Shop Steward in the immediate area will be notified of appointments to classifications listed in Appendix "A" as soon as is reasonably possible following such appointments.

2.04 Union Membership

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

ARTICLE 3

3 - RIGHTS OF THE EMPLOYER

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

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

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

ARTICLE 4

4 - CORPORATE LABOUR MANAGEMENT COMMITTEE

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

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

ARTICLE 5

5 - DEFINITION OF EMPLOYEE

5.01 In this Agreement:

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

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

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

5.01 d) "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 who is not ordinarily required to work more than one-half (1/2) the normal hours of work of other employees in the bargaining unit. In such case, the employee's benefit entitlement is in accordance with Appendix "C". Part-time employees must work at least fifty percent (50%) of normal hours to qualify for health benefits as per insurance carrier contracts.

5.01 g) "Regular Seasonal Employee" means a person who has been appointed to fill a complement position. The need for such a position is on-going

but such need is generally interrupted temporarily due to the seasonal nature of the work (i.e., weather, availability of staff or other circumstances).

5.01 h) “Term Seasonal Employee” means a person who is hired as a temporary employee for a specific job or jobs, usually of longer duration than one (1) year. The need for such a position is for a fixed term but such need is generally interrupted temporarily due to the nature of the work, weather, availability of staff or other circumstances. In such case, the employee’s benefit entitlements are in accordance with Appendix “C”.

ARTICLE 6

6 - NO STRIKE OR LOCKOUT

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

ARTICLE 7

7 - DISCIPLINE AND DISCHARGE

7.01 Disciplinary action or discharge shall be for just cause.

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

7.03 An employee shall be provided with a copy of any disciplinary documentation, which is placed in their file. A written reply by the employee will also be placed in their file. Any employee wishing to review their file must make

arrangements to do so through local supervision and Corporate Records Management.

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

- 1) Six (6) months for any documentation of verbal discussions of disciplinary matters;
- 2) Eighteen (18) months for formal written documentation of a disciplinary transaction;
- 3) Twenty-four (24) months for all documentation of a disciplinary transaction pertaining to a leave (with or without pay) or any other penalty.

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

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

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

ARTICLE 8

8 - WAGES

8.01 General

8.01 a) Wages of all employees covered by this agreement shall be at those levels appearing in Appendix "A". The hourly rates shown in Appendix "A" do not include the three (3) cents per hour for the Union Education fund.

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

8.02 Wage Adjustments

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

- 1) The following general increases will be applicable to the top step in the range of all classifications in the bargaining unit:
 - January 1, 2015 2.0%
 - January 1, 2016 2.0%
 - January 1, 2017 2.5%
 - January 1, 2018 2.5%

- 2) The wage increases outlined above shall be paid retroactive to January 1, 2015 only to those employees actively employed at NB Power in the Transmission 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 Transmission Operational bargaining

unit to another bargaining unit within NB Power before the date of ratification of the within Collective Agreement.

- 3) The compensation structure for employees in the line trade (Lineworker "A" Certified, Power Line Technician and Crew Leader) and for the classification of Transmission Line Maintenance Supervisor (TLM Supervisor) will be as follows:
 - General increases and any other adjustments to the wage rate for the line trade will be applied to the Lineworker "A" Certified, Power Line Technician, Crew Leader and TLM Supervisor classifications only;
 - The wage rate for the classification of Crew Leader will be established and maintained at a rate that is twelve (12) % above the top step in the range for the Power Line Technician;
- 4) Effective upon date of signing: the PLT base classification will receive a market wage adjustment of \$0.60. As a result, other classifications whose rates are built on the base wage rate of the PLT in Appendix "A" will receive a market wage adjustment of \$0.60, specifically Lineworker "A" Certified, Crew Leader and TLM Supervisor.
 - Additional market wage adjustments to the PLT base rate, including classifications whose rates are built on the PLT base rate, are subject to the terms and conditions detailed within the Letter of Agreement - PLT and Related Classifications Wage Rate Market Adjustments – Distribution Customer Service and Transmission – "Grab and Go".
- 5) Effective April 10, 2015, the Electrical Maintenance "A" classification will be retitled to Construction Electrician and a new wage range will be established. Steps "A" through "C" will be provided with a market wage adjustment of \$0.31 and an additional Step "D" will be created. As a result the Lead Construction Electrician wage range will be adjusted to eight percent (8%) above the top step of the Construction Electrician classification.

- As a result employees within the classification of Construction Electrician who have been at Step “C” for a minimum of one (1) year will automatically be placed on Step “D” of the new wage range. Employees within the classification of Construction Electrician at Step “C” for less than one (1) year will be adjusted to the new Step “D” upon their normal step increase date.
 - Employees previously classified as Electrical Maintenance “A” who are frozen as per Appendix “F” – Salary Treatment for Individuals Entering into Apprenticeship or In-Training Positions will be adjusted as per the wage rates identified in Appendix “A”.
 - No employee anniversary dates will change as a result of this wage adjustment.
- 6) Salary fix: effective the first full shift cycle after the signing of the Collective Agreement, employees in the classification of HVDC Operator will receive a salary fix for all normal hours of work and for hours paid at overtime rates. The salary fix will not be included in the calculation of cost of living increases and applies only to HVDC Operators on full shift assignment. The shift differential will be eliminated and replaced by a salary fix of \$0.75.
 - 7) Effective upon date of signing the HVDC Sr. Operator classification will be maintained at a rate that is ten percent (10%) above the top step of the HVDC Operator. As a result the wage rate steps will be reduced from five (5) steps to two (2) steps. In addition a new classification will be created titled HVDC Operations Coordinator and will be maintained at a rate that is ten percent (10%) above the top step of HVDC Sr. Operator. The HVDC Operator Apprentice classification will be eliminated from Appendix “A”.
 - 8) Effective upon date of signing the TLM Lead classification will be retitled to Civil Lead and maintained at a rate that is eight percent (8%) above the top step of the Utility Tradesworker classification. As a result the wage rate steps will be reduced from three (3) steps to two (2) steps. Where this is a decrease to the top step of the Civil Lead classification, all employees classified as a Civil Lead and who are at the top step will be grandfathered

at their current rate of pay, with general increases as long as they remain in this classification.

- 9) Effective upon date of signing, the Sr. Technician and Technical Assistant II classifications will be collapsed into one classification titled Sr. Technician and will be maintained at a rate that is ten percent (10%) above the top step of the Technician classification. In addition the Vegetation Management Supervisor and Work Planner classifications will be grouped with the Sr. Technician classification at the same rates of pay. As a result the wage rate steps will be reduced from five (5) steps to two (2) steps. Where this is a decrease to the top step of the Technical Assistant II classification, all employees classified in the Technical Assistant II classification at the top step will be grandfathered at their current rate of pay, with general increases as long as they remain in this classification.
- 10) Effective upon date of signing the Supervisor Transmission Line Maintenance classification will be maintained at a rate that is fifteen percent (15%) above the top step of the Crew Leader classification.
- 11) Effective upon date of signing, in recognition of the work and conditions Transmission Line Maintenance employees (Lineworker "A" Certified, Power Line Technician, Crew Leader, Supervisor Transmission Line Maintenance) are performing (high voltage, height, remote locations, significant travel, working with heavy equipment, induction, call-out availability) a salary fix of \$1.50 will be applied for all normal hours of work and for hours paid at overtime rates of these classifications performing or supervising Transmission Line Maintenance work. The salary fix will not be included in the calculation of cost of living increases.
- 12) Effective upon date of signing, the Technician I, Technician II and Technical Assistant I classifications will be collapsed into one classification titled Technician. Employees in progress of the new classification will move to the next closest higher step in the new classification. There is no change to employees who are currently at Step "E" of the classification.
- 13) Effective upon date of signing, the Technician Power System (previously Electrical Mechanic), Protection & Control (previously Relay) and Telecom classifications will be at parity. Steps "A" through "D" will be utilized for Apprentice Power System Technician and the previous classification and

wage table for Apprentice Power System Technicians will be eliminated. Steps "A" through "E" will be utilized for Protection & Control and Telecom Technicians.

- A new Step "F" will be created within the Technician Power System, Protection & Control and Telecom classification equivalent to four percent (4%) above Step "E". All employees meeting the requirements of the qualifications task list and who have spent a minimum of one year at Step "E" are eligible to move to Step "F".
- 14) Effective upon date of signing, the Sr. Technician Power System, Protection & Control and Telecom classifications will be maintained at a rate that is ten percent (10%) above the top step of the Technician Power System, Protection & Control and Telecom classifications. As a result the wage rate steps will be reduced from five (5) steps to two (2) steps.
 - 15) Effective upon date of signing, the Supervisor Technician Power System, Protection & Control and Telecom classifications will be maintained at a rate that is fifteen percent (15%) above the top step of the Sr. Technician Power System, Protection & Control and Telecom classifications.
 - 16) Effective upon date of signing, the Supervisor Civil Maintenance, Supervisor Dispatch and Supervisor Electrical classifications will be collapsed into one classification titled Supervisor Trades. Employees in progress of the new classification will move to the next closest higher step in the new classification. There is no change to employees who are currently at Step "E" of the classification.
 - 17) Effective upon date of signing, the number of wage rate steps within the Crew Leader classification will be reduced from five (5) to three (3).
 - 18) Effective upon date of signing, the Utility Person and Equipment Operator I classifications will be collapsed into one classification titled Utility Worker and will be maintained at a rate that is ten percent (10%) above the top step of the Labourer classification.
 - 19) Effective upon date of signing, the Equipment Operator II and Equipment Operator III will be eliminated. Two new classifications will be created titled

Equipment Operator and Equipment Operator CQ. The Equipment Operator classification will be maintained at a rate that is ten percent (10%) above the top step of the Utility Worker classification and the Equipment Operator CQ classification will be maintained at a rate that is ten percent (10%) above the top step of the Equipment Operator classification. There is no automatic progression from Equipment Operator to Equipment Operator CQ and the classification of Equipment Operator CQ is established only for those employees who required by the Employer are certified qualified at this level.

- 20) Effective upon date of signing, the Instrument Person I, II and III classification will be eliminated and a new classification will be created titled Survey Assistant. Where this is a decrease to the top step of the former Instrument Person classification, all employees classified as Instrument Person at the top step will be grandfathered at their current rate of pay, with general increases as long as they remain in this classification.
- 21) Effective upon date of signing, the Supervisor Technician Power System, Protection & Control and Telecom classifications will be maintained at a rate that is fifteen percent (15%) above the top step of the Sr. Technician Power System, Protection & Control and Telecom classifications.
- 22) Effective upon date of signing, employees in the Power System Operator (day worker) classification will only progress to Step "E" of the wage rate schedule once they are deemed shift qualified.
- 23) 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.
- 24) As per the Professional Engineer/Scientist criteria established as an Appendix employees classified in engineering classifications may submit a request for review annually through a joint IBEW and Management Committee including one (1) member who represents engineering as part of the Evaluation Committee. This committee will meet once per year to review the case presented by the employee. In addition to the normal

evaluation process, career progression advice and mentoring will be part of the feedback provided to assist Engineers in career options and choices.

8.02 b) When an employee is assigned to a classification with a maximum salary which is lower than the employee's current rate of pay, as a result of a re-evaluation of a job classification, reorganization, or return to work from LTD or WCB, the employee's salary shall be frozen for a period of two (2) years or until such time as the rate of pay for the new classification reaches the employee's salary, whichever comes first. Employees who are fifty (50) years of age or older or have twenty-five (25) years of service at the time that they are assigned to the lower rated classification, will have their wage rate frozen for a period of five (5) years. If, after the two (2) or five (5) year period, the employee's salary is still above that of their new classification, the employee's salary shall be immediately reduced by twenty-five (25) % of the difference between the two rates, and then reduced in equal parts at six (6) month intervals over the next two (2) years such that the employee's salary falls to the 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 salary shall immediately be reduced to the appropriate level for their classification at that time.

8.03 Progress Within a Pay Bracket

8.03 a) Step Increases for Normal Progression

- 1) Step increases, which are contingent on acceptable course progress and proficiency, shall be effective as specified by the course schedule. When an employee has completed the necessary training and/or testing required, they will move to the next step on their anniversary date. Employees in the Apprentice Power Line Technician program have step increases every six (6) months.

2) Step increases for other employees whose pay is within a wage range set out in Appendix "A" shall fall due on their anniversary date. An employee's anniversary date will be determined by date of classification or reclassification in an Appendix "A" position. Step increases may be withheld when upon review by the Employer, satisfactory performance and progress are not shown, as follows:

- The Employer shall raise any concerns about performance or progress to employees as soon as the issue arises. If a step increase is subsequently withheld at the performance review due to a continued lack of satisfactory performance or progress, the Employer will work with the employee in the development and implementation of a performance improvement plan.
- As a result, a second review will occur three (3) months following the employee's performance appraisal to review the results of the performance improvement plan. If at that time the employee has demonstrated the ability to meet performance expectations the Employer will approve a step increase effective the date of the second review. In this circumstance, the step increase previously withheld will not be retroactive.
- If performance has not improved, a third review will occur six (6) months following the employee's first performance appraisal. If at that time, the employee has demonstrated the ability to meet performance expectations, the Employer will approve a step increase effective the date of the third review. In this circumstance, the step increase previously withheld will not be retroactive.
- If at the third review the employee does not meet performance expectations, the Supervisor will consult with Human Resources for support.
- The employee anniversary date will not change as a result of the review.

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

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

- 1) Guidelines for the assessment of qualifications for employees entering an apprenticeship or in-training program and wage rates for employees whose salary is above their level of qualification are attached in Appendix "F".
- 2) An employee participating in an apprenticeship program will not progress to the certified range until they have successfully completed their apprenticeship and certification. Upon their certification date they will move to the certified salary step or range, as a result their anniversary date will change to their certification date. Such employees may progress through the salary range until they reach the top step of the apprenticeship range and will remain frozen at that step until successful completion of the above requirements.
- 3) For employees in an apprenticeship program, section 8.03 a) 3) will only apply while they are in the apprenticeship classification. It will not apply for progression from the apprenticeship range to the certified range.

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

8.03 d) There is no automatic progression in or to the following classifications: Administrative Support Representative II, III, IV or V, Equipment Operator CQ, Business Analyst, Utility Tradesworker, Engineer V, IT Professional V or a lead, senior, co-ordinator or supervisory classification.

8.04 **Relieving Pay**

8.04 a) When, as a result of a request by the Employer, an employee relieves in a higher paying non-supervisory position for a continuous period of four (4) hours or more, the employee shall receive eight percent (8%) on their normal hourly rate for all hours spent in the position. However, should the addition of eight (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 (including Crew Leader and not including lead hand, coordinator or senior positions etc.) for a continuous period of four (4) hours or more, the employee shall receive ten percent (10 %) on their normal hourly rate for all hours spent in the position. However, should the addition of ten percent (10 %) result in the maximum salary of the relieved position being exceeded, the employee shall receive the maximum salary of the relieved position.

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

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

8.04 e) When an employee has been relieving for a period in excess of twenty (20) consecutive working days, their status will be changed to “acting” so that the relieving rate will apply to all hours until the relieving assignment is completed. At the Employer’s discretion, employees may be compensated for temporarily created positions, which will normally be “acting” positions that will be in effect for a minimum of twenty working days. The supervisor must make this request through the approved e-form to Human Resources to initiate the status change to “acting” in order for this to be pensionable.

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

- 1) An employee who has been acting in the position for an accumulated period of more than twelve (12) months, which must be accumulated in increments of no less than three (3) months at a time, will no longer receive the compensation set out in 8.04 (a) or (b) above, but will be placed on a step in the range of that classification. If the employee continues to act in that position, either continuously or in subsequent years, they will proceed through the range of that classification upon completion of each successive cumulative twelve (12) month interval (in minimum three (3) month increments) acting in that classification;
- 2) The step they will be assigned is the next highest step to the acting rate they were receiving (i.e., their base rate plus acting pay) in the range of the classification in which they are acting. However, an employee will not be permitted to receive more than the top step of that classification. If the employee continues to act in that position, they will proceed through the range after each twelve (12) month interval as calculated in (1) above. When the acting assignment is completed, the employee's rate of pay will be immediately adjusted to their base rate in their normal classification;
- 3) This article of the agreement applies to employees acting in recurring seasonal lead assignments only and does not apply to any other relieving or acting assignments.

8.05 Lead Hand Pay

An employee who on instruction by the Employer performs as a Lead Hand, in a lead position not already established in Appendix "A", shall be paid an additional eight percent (8%) on their normal hourly rate for all time spent in the lead function. If an employee is required to perform as a lead hand for more than twelve (12) continuous months, the compensation for filling this role will be

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

8.06 Extra Responsibility

An employee who on instruction by the Employer is assigned to perform work of significant responsibility in addition to the duties and responsibilities of their normal classification, will receive an additional five percent (5%) on their normal hourly rate for the period of time during which they are assigned these extra responsibilities. Such assignments are normally for, but not limited to periods of six (6) months or more and involve the performance of duties associated with a project and/or duties performed by an employee in a higher paying classification.

ARTICLE 9

9 - HOURS OF WORK

9.01 General

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

9.02 Normal Hours – Non-Shift Assignment

9.02 a) The normal hours of work for non-shift employees shall be eight (8) hours per day, Monday through Friday, with a one-half (1/2) hour unpaid lunch break, resulting in a forty (40) hour week. The workday will be 08:00 to 16:30, unless specific provisions have been made in the following sections of this Collective Agreement, or altered as per the terms of this agreement.

9.02 b) Certain employees, because of the requirements of the job, work hours other than those defined in this agreement. The Employer may alter normal hours of work for these individuals or groups to allow for an earlier or later workday and to allow noon hour coverage for continuing internal and/or external contact. The following is not an all-inclusive list; however, typical examples may include ASRs, Utility Workers, Equipment Operators and employees working in Stores. For such classifications, normal working hours will remain forty (40) hours per week, but the Employer shall determine the specific schedules.

9.03 Normal Hours – HVDC Operators

9.03 a) Normal Hours – Full Shift Assignment

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

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

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

- 3) The hours of work shall be:

07:00 hours to 19:00 hours, designated as day shift

19:00 hours to 07:00 hours, designated as night shift

Note: These hours may be changed by mutual agreement.

- 4) In replacement of Article 10.03 (b) of the Collective Agreement, double time rate shall be paid for all overtime worked on the days indicated by (*) as illustrated above. It is recognized that all other overtime worked between 08:00 hours and 22:00 hours Monday through Friday shall be paid at time and one half.
- 5) Twelve (12) hours of vacation credit are built into each cycle. An employee who is sick or assigned to work the entire period of the longest sequence of time off for a cycle, will be credited with twelve (12) hours of vacation. An employee has not worked their "entire period" of time off if they have a full calendar day (0:00 to 24:00) off during this period. For shift cycles containing two (2) equal periods of time off, the "longest sequence of time off" will be the period of time off between the day shifts.
- 6) (a) An employee may arrange for time off for vacation purposes (for vacation not incorporated into the shift schedule), by arranging coverage by another qualified co-worker (subject to management approval) and the qualified co-worker providing such coverage will be paid at the applicable overtime rate.
- (b) In order to maintain and ensure a continuous operation, it may be necessary to establish an "On-call Roster". The decision as to whether such a roster is necessary shall rest solely with the Employer. No premium or compensation shall be paid to any employee for serving on such a roster if the need for it is for coverage of absenteeism. The Employer will, however, provide one (1) communication device as required. On-call rosters established for reasons other than absenteeism will be compensated as established elsewhere in this agreement.

- 7) On the day of an election, the parties will seek ways to maintain the twelve (12) hour schedule in effect without imposing additional cost to NB Power Transmission on that day (e.g. the day crew employees availing themselves of the advance poll). If necessary, the twelve (12) hour schedule will be suspended temporarily and employees will revert to an eight (8) hour schedule.
- 8) When an employee is entitled to leave for jury duty or bereavement, they will be paid for the amount of regular hours that they were scheduled to work on that day.
- 9) Sick leave shall be calculated on an hourly basis.
- 10) Instead of the sixteen (16) hours of personal leave provided in Article 13.11 a), employees assigned to a full shift schedule will receive two (2) shifts of personal leave per employee per calendar year.
- 11) Employees who work Christmas Day as part of their regular shift cycle shall receive extra pay at straight time rate for all hours worked within the twenty-four (24) hours of December 25th.
- 12) The shift differential for the twelve (12) hour shift workers has been eliminated and replaced with a salary fix as identified in Article 8.02. For employees who are not assigned to the full shift schedule and occasionally work a night shift, the shift differential is payable only on the night shift as defined at item #2 above. The hourly rate for the twelve (12) hour schedule shift differential is \$1.33.
- 13) It is understood that the implementation or cancellation of the thirty-five (35) day cycle for all or any portion of the work force will not result in the payment of any overtime premiums.
- 14) Shift workers may choose to attend NB Power training or information sessions during time off, subject to supervisory approval. Shift workers choosing to do so will be paid straight time (code 30) for the hours of the training to a maximum of eight (8) hours per day; travel to and from the training location will be the responsibility of the shift worker.

9.03 b) Normal Hours – Partial Shift Schedule Assignment

- 1) HVDC Operators may be assigned by the Employer to work the Partial Shift Schedule.
- 2) The “Partial Shift Schedule” will allow coverage five (5) days per week, Monday to Friday, excluding Saturdays, Sundays, and Statutory Holidays.
- 3) The hours of work shall be:
 - 08:00 to 16:00, designated as the 8 to 4 shift
 - 16:00 to 24:00, designated as the 4 to 12 shift
 - 00:00 to 08:00, designated as the 12 to 8 shift
- 4) An employee assigned to the eight (8) hour day schedule, may be assigned to replace another operator on the twelve (12) hour shift schedule. Should this occur the employee will be entitled to the applicable overtime rate, as per the thirty-five (35) day cycle, for all hours worked on shift. In such case, there will be no entitlement to section 10.06 of the Collective Agreement (period of rest).
- 5) Shift workers may choose to attend NB Power training or information sessions during time off. Shift workers choosing to do so will be paid straight time (code 30 – Overtime 1.0) for the hours of the training to a maximum of eight (8) hours per day; travel to and from the training location will be the responsibility of the shift worker.

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

9.04 a) Normal Hours - Full Shift Assignment

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

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

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

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

2) The hours of work shall be:

- 07:00 hours to 19:00 hours, designated as day shift
- 19:00 hours to 07:00 hours, designated as night shift

Note: These hours may be changed by mutual agreement

3) In replacement of Article 10.03 (b) of the Collective Agreement, double time rate shall be paid for all overtime worked on the days indicated by (*) as illustrated above. It is recognized that all other overtime worked between 08:00 hours and 22:00 hours Monday through Friday shall be paid at time and one half;

4) Twelve (12) hours of vacation credit are built into each cycle. An employee who is sick or assigned to work the entire period of the longest sequence of time off for a cycle will be credited with twelve (12) hours of vacation. For the purposes of this section, the "longest sequence of time off" may span two cycles and where there are two periods of time off of equal length, the latter sequence will be the relevant period;

- 5) In order to maintain and ensure a continuous operation, it may be necessary to establish an "On-Call Roster". The decision as to whether such a roster is necessary shall rest solely with management. No premium or compensation shall be paid to any employee for serving on such a roster if the need for it is for coverage of absenteeism. The Employer will, however, provide one (1) communication device as required. On-call rosters established for reasons other than absenteeism will be compensated as established elsewhere in this agreement;
- 6) On the day of an election, the parties will seek ways to maintain the twelve hour schedule in effect without imposing additional cost to NB Power on that day (e.g. the day crew employees availing themselves of the advance poll). If necessary, the twelve hour schedule will be suspended temporarily and employees will revert to an eight hour day schedule;
- 7) When an employee is entitled to leave for jury duty or bereavement, they will be paid for the amount of regular hours that they were scheduled to work on that day;
- 8) Sick leave shall be calculated on an hourly basis;
- 9) Employees who work Christmas day as part of their regular shift-cycle shall receive extra pay at straight time rate for all hours worked within the twenty-four (24) hours of December 25;
- 10) When shift workers are required to temporarily work hours normally worked by non-shift workers, adjustments with respect to overtime and time off will be made in accordance with Appendix "G";
- 11) Power System Operators and Energy Coordinators with more than fifteen (15) days' vacation credits will be granted time off for these additional credits;
- 12) The shift differential for the twelve (12) hour shift workers has been eliminated and replaced with a salary fix as identified in Article 8.02. For employees (including apprentices) who are not assigned to the full shift

schedule and occasionally work a night shift, the shift differential is payable only on the night shift as defined at item #2 above. The hourly rate for the twelve (12) hour schedule shift differential is \$1.33;

- 13) With two (2) cycles notice, the employer can change to a forty-two (42) day cycle provided the employer and a majority of the employees assigned to shift can agree to the schedule for that cycle.

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

- 1) On average, employees are scheduled to work 1752 hours per year. Time off for statutory holidays and three (3) weeks of vacation are built into the schedule;
- 2) Additional mandatory training and meetings may be scheduled and if an employee is on their time off, they will be paid at prevailing overtime rates. If employees attend discretionary meetings or training during their time off, their time will be paid at code 30 (Overtime 1.0);
- 3) Vacation coverage requests are considered on a “first come first served” basis;
- 4) Article 10.07 (Banking of Overtime) of the Collective Agreement will provide a “rolling bank” of ninety-six (96) hours for banked overtime, and any time remaining at the end of the fiscal year will be paid to employees;
- 5) Instead of the sixteen (16) hours of personal leave provided in Article 13.11 a), employees assigned to a full shift schedule will receive two (2) shifts of personal leave per employee per calendar year;
- 6) For PSOs and ENCOs assigned to a full shift schedule, their shift differential will be replaced with a salary fix as per Article 8.02 of the Collective Agreement. The salary fix will not be paid to employees who are only required to work days;
- 7) Employees assigned to days will not receive the salary fix or participate in the floating overtime bank until they are certified and assigned to the full

shift cycle. Until that time, if they are required to work on a night shift, they will receive a shift differential of \$1.33 for all regular scheduled hours.

9.05 Shift Differential

9.05 a) Shift differential for employees working a twelve (12) hour shift schedule will be as per Articles 9.03 and 9.04. Shift differential will not be paid for overtime work or for hours paid at overtime rates.

9.06 Work Break

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

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

9.07 Altered Hours

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

- 1) Monday through Friday – double time;
- 2) Saturday, Sunday, Statutory Holidays – double time;
- 3) When employees are assigned to work altered hours for a period of five (5) consecutive days or more, the premium rate to be paid Monday through Friday will be time and one half;

4) Employees will be notified before the beginning of work that their schedule has been altered in accordance with this article.

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

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

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

9.08 Alternative Hours of Work

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

9.08 a) Agreements between the Employer and the Union

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

9.08 b) Local Agreements

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

1) Where the agreement is for a regular schedule of altered hours, the hours of work will be confirmed in a letter of agreement which will contain a

provision allowing local management, the individual or the group of employees (by majority vote) to revert to normal hours as defined in the Collective Agreement with thirty (30) days' notice;

- 2) The normal hours in a day may be extended to twelve (12) hours before overtime premiums (at prevailing overtime rates) apply. Once a schedule has been agreed to, the new hours (nine (9), ten (10), twelve (12), etc.) become the employee's "normal" hours of work and the prevailing overtime rate applies to any hours outside of the normal hours of work. Regular days off established as part of the schedule may only be changed within a pay period by mutual agreement;
- 3) An employee who has completed their normal work week (thirty-six and one-quarter (36 ¼) or forty (40) hours, excluding hours paid at overtime rates), will leave work or, if directed to continue working, will be paid prevailing overtime rates for the remainder of the time worked in that week. However, if local management, individuals or a group of employees have agreed to a nine (9) hour day agreement, or other agreement where there are more than forty (40) hours in one (1) of the weeks in the pay period, there will be eighty (80) hours of work paid at the employee's normal hourly rate in each pay period;
- 4) Where the agreement is for a schedule that may change from week to week, the process for scheduling hours of work will be as per section (5) below and will be confirmed in a letter of agreement which will contain a provision allowing local management, the individual or the employees in the group (by majority vote) to revert to normal hours as defined in the Collective Agreement with thirty (30) days' notice;
- 5) Local management may, by notice to the employees no later than noon on the Thursday prior to the week in question, alter the normal hours of work within the limits of the work week (i.e., excluding Saturdays, Sundays and Statutory Holidays) in accordance with sections (2) and (3) above.

9.08 c) Alternative Work Weeks

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

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

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

- 1) Hours of work for an altered work week may be scheduled at management's discretion within a window between 07:00 and 20:00;
- 2) Subject to operational requirements, the supervisor will ask for volunteers, before choosing who will be assigned to the work. In the line trade, volunteers must be by crew;
- 3) Absences (sick leave, vacation, jury duty, bereavement leave, banked time, etc.) will be calculated based on the hours the employee was scheduled to work on that day;
- 4) If a statutory holiday or period of rest falls during a scheduled alternative work week, the employee will receive eight (8) hours pay and may choose to take banked time, vacation or unpaid time to make up the remaining scheduled hours. If a statutory holiday falls on the designated day off for that work week, an employee will receive eight (8) hours pay at the straight time overtime rate. When the July 1st or November 11th statutory holidays occur mid-week, at the discretion of management, the statutory holiday may be celebrated at either the start or end of that work week;
- 5) An employee who is scheduled to work overtime during their regular day off in an alternative work week who works between the hours of 08:00 and

22:00 on their regular day off will be paid at time and one-half their regular rate of pay for the first five and one-half (5 ½) hours and double their regular rate of pay for any additional hours. Failure to provide twelve (12) hours of notice for such overtime will result in the overtime being paid as call-out overtime at the prevailing overtime rate for all hours worked on that day.

9.09 Winter Storm

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

ARTICLE 10

10 - OVERTIME AND PREMIUMS

10.01 General

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

10.02 Definitions

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

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

10.02 c) Scheduled Overtime for non-shift employees means pre-approved overtime work on a normal work day (whether continuous with the work day or not) or on a scheduled day off, for which the employee has received twelve (12)

hours or more notice prior to the commencement thereof. Failure to provide twelve (12) or more hours' notice will result in the overtime being classed as either **Unscheduled Extension Overtime** or **Call-Out Overtime**.

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

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

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

10.02 g) Application of Call-Out Overtime

Call-out overtime will apply as follows:

- 1) Non-shift and shift employees working call-out overtime, who are required to perform other tasks before returning home, shall be credited with only one (1) call out. Secondary routine work assignments will not be made solely for the purpose of keeping the employee at work or on site for the minimum overtime period;

- 2) Call-out time shall be calculated from the time an employee reports for work at their headquarters, or an alternate work site, until such time as they complete their assignment and leave their headquarters or alternate work site. For the purpose of such calculation, a service truck kept at an employee's home will be considered their headquarters;
- 3) An employee who is not on-call but is called out before the start of their normal (or altered) work day and whose work continues into the normal work day or regular shift, shall be paid at the prevailing overtime rate for the actual time worked and this time shall not count as a call-out. Work performed at the conclusion of and continuous with the normal work day is extension overtime and not a call-out regardless of the amount of notice given;
- 4) An employee on-call who is called out a minimum of one (1) hour or more prior to the start of their normal (or altered) work day and whose work continues into the work day, shall be credited with one (1) call-out. If the employee is called out less than one (1) hour prior to the start of their normal (or altered) work day, they will be compensated as per section (3) above;
- 5) Work during noon break shall not count as a call-out, but shall be paid in accordance with Article 10.05.

10.03 Overtime Rates

10.03 a) Non-Shift Workers

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

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

10.03 b) Shift Workers

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

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

10.03 c) Overtime – Abnormal Storm Conditions

For all time worked outside the normal or altered hours of work defined in Article 9 during “abnormal storm conditions”, any employee involved in the restoration effort will be paid at double their normal hourly rate. The Manager of DSO will gather and analyze the data to determine whether a storm meets the criteria set out below.

“Abnormal storm conditions” are storms where:

- the restoration process has a duration greater than seventy-two (72) hours; and,
- there is at least one (1) day which meets the criteria of a “Major Event Day” during the storm. A “Major Event Day” is a day where System Average Interruption Duration Index for that day (SAIDI/day), exceeds a value calculated using the Institute of Electrical and Electronic Engineers standard IEEE-1366. The value of SAIDI/day is adjusted annually, based on the latest five (5) years of outage history.

10.04 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 (1/2) hour at the prevailing overtime rate.

10.04 b) When overtime which was scheduled for an employee's normal day off is cancelled, the employee shall receive two (2) hours pay at straight time unless the employee received at least twenty (20) hours verbal or written notice of the cancellation.

10.05 Work During Noon Break

When, as a result of a request by the Employer, an employee works during noon break, they shall be paid double time for time actually worked during noon break but no less than the equivalent of one (1) hour's pay at regular rate. If the employee is not allowed twenty (20) minutes during the noon break to eat, they shall be allowed twenty (20) minutes as close to the time their afternoon work begins as is possible with no loss in pay. When time allowed to eat is just before afternoon work begins, additional time granted shall be sufficient to bring the total to twenty (20) minutes.

This section shall not apply if the employee is allowed their "noon" break during the period of 11:30 to 13:30 or if an employee's hours are altered as per Article 9.

10.06 Period of Rest

10.06 a) All non-shift assignment employees who are 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 00:00 hrs and 05:00 hrs:
 - Off until the beginning of scheduled work after the noon break on the same day
- 2) For one (1) or more call-outs between 00:00 hrs and 05:00 hrs:
 - Off until the beginning of scheduled work after the noon break on the same day

If additional call-outs occur after 05:00 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.

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

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

10.07 Banking of Overtime

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

10.07 b) Total hours entered in the bank for non-shift employees shall not exceed eighty (80) hours at any point in time in any fiscal year. An employee who has used banked time can continue to bank additional time as long as it does not exceed a maximum of eighty (80) hours. The Employer may schedule

up to twenty-four (24) hours of time off for an employee, using banked hours in excess of the first forty (40) entered into the bank by the employee.

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

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

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

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

10.07 g) 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 banked time credits.

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

10.08 On-Call

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

10.08 a) During the period:

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

10.08 b) An employee who is unable to complete their weekly cycle of on-call will be paid for actual periods worked in accordance with Schedule #1 above. The first two (2) periods replaced shall be paid in accordance with Schedule #1, plus one (1) additional hour of pay per period. Subsequent periods replaced shall be paid as per Schedule #1 (i.e., subject to paragraphs (c) and (h) below), total compensation for the seven (7) day period shall not exceed twelve (12) hours. Where an employee has reached their maximum safe hours of work under the corporate hours of work standard, and cannot complete their period of on-call, they will still receive the compensation they are entitled to under Schedule #1 for that period. If another employee is required to replace them for the balance of that period, that employee will receive two (2) hours pay for each period on Monday, Tuesday, Wednesday or Thursday and three (3) hours pay for each period on Friday, Saturday or Sunday.

10.08 c) If an employee is placed on the regular on-call roster more frequently than 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) 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 communications device or being contacted at home. However, in special circumstances (i.e., emergency, storms, etc.) when the Employer requests that a supervisory employee be on-call (i.e. to be immediately available to come into work), they will be paid in accordance with the on-call (Regular or Supplementary) schedules above.

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

10.08 h) Employees on on-call duty (Regular or Supplementary) shall be paid an additional two (2) hours at straight time for each Statutory Holiday for which the employee is on-call.

10.08 i) The Energy Control Centre will be responsible to ensure that trouble calls are responded to in the shortest possible time by utilizing available resources.

10.08 j) When employees in the Power System Technician (high and low voltage) classification (including the Senior classifications), are on-call, they are on-call for the province. As well, they have an enhanced responsibility for providing after hours response for calls in their area.

To compensate for this the Power System Technician wage rate has been adjusted, to have parity with the Protection & Control and Telecom Technician classifications, in addition a new Step "F" has been added to all of these classifications in the wage table.

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

10.09 Emergency Restoration of Power by Employees in the Linetrade

The Employer has the right to assign employees for emergency power restoration during storm situations in neighboring utilities, including those in the U.S.A. However, subject to operational requirements, volunteers will be sought prior to the Employer's selection of employees for out of province assignments. A list of employees who have worked out of province will be maintained as, subject to operational requirements, the Employer will make every effort to rotate such assignments to provide an equal opportunity to all employees.

Employees traveling outside of the province of New Brunswick to assist in emergency power restoration will be compensated for such efforts in accordance with a letter of agreement attached as an appendix to this agreement. Where there is a conflict between the letters of agreement and this agreement, the terms of the letters of agreement will apply. In addition, employees traveling outside of the province of New Brunswick to assist in

emergency power restoration will be paid at double the employee's normal hourly rate for all time spent working or traveling after leaving the province.

10.10 Height and Blasting Premium

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

ARTICLE 11

11 - OVERTIME MEAL ALLOWANCE

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

11.02 Satisfaction of Entitlement

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

- 1) Provision of a meal; or
- 2) Payment in lieu at the rate of \$20.00 upon date of signing

11.03 Meal Breaks

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

11.04 Entitlement to Meal Allowances

11.04 a) General

The provision of meals or payment in lieu shall apply only during continuing overtime; no meal or payment in lieu shall be provided at the conclusion of overtime. There will be no payment for overtime meals for scheduled overtime. However, after four (4) hours of scheduled overtime work, a twenty (20) minute paid meal break will be provided if the overtime work will be continuing beyond four (4) hours. When an employee is pre-approved to work overtime from home, expenses for the procurement of a meal will not be provided.

11.04 b) During Unscheduled Extension Overtime

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

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

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

When an employee is called in to work prior to the commencement of their normal work day or regular shift with less than twelve (12) hours of notice, they will be considered to be working unscheduled extension overtime and will be entitled to an overtime meal as above. If they were given insufficient time to prepare for the normal mid-shift meal they will also be entitled to an overtime meal for that period.

11.04 c) During Call-Out Overtime

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

- 3rd meal allowance - when overtime work exceeds twelve (12) hours

11.04 d) During Scheduled Overtime

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

ARTICLE 12

12 - TRAVEL

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

- 1) **Work Activities** - all travel for work activities other than 2) or 3) below, outside of an employee's normal or alternative hours of work will be paid at prevailing overtime rates;
- 2) **Meetings / Training** - all travel for meetings or training, outside of an employee's normal or alternative hours of work, when the location is more than twenty (20) km from an employee's home, accommodations or headquarters, will be paid at the employee's normal hourly rate (code 30 TRV – Overtime 1.0 Travel). If located within twenty (20) km, there is no compensation for travel;
- 3) **Air Travel** – when an employee is required to travel by air, outside their normal or altered hours of work, they will be paid for a maximum of 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.

	Work Activities	Meeting / Training	Air Travel
Pre-approval	required	required	required
When	outside normal / alternative hours of work	outside normal / alternative hours of work	outside normal / alternative hours of work
Conditions		<u>more</u> than 20 km	6 hour maximum / each way or actual number of hours travelled – <u>whichever is less</u>
Compensation	prevailing overtime rates (code 31 TRV-Overtime 1.5 Travel / code 32 TRV-Overtime 2.0 Travel)	normal hourly rate (code 30 TRV-Overtime 1.0 Travel)	normal hourly rate (code 30 TRV-Overtime 1.0 Travel)

12.01 b) Travel Rules:

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

- 1) Travel time is measured as actual travel from an employee's headquarters to work site, work site to work site, accommodations to work site or, for non-headquartered employees only, from home to work site. In the Fredericton area, all of the NB Power locations are considered one (1) headquarters and no compensation for travel will be paid between these locations;
- 2) As directed by management, an employee's supervisor will determine:
 - whether travel will take place during or outside of an employee's normal or alternative work day
 - the time at which employees will report to a work site
 - whether employees may use their own vehicles for travel
 - whether employees will be allowed to stay overnight in accommodation; however, when an employee has traveled more than 80 km (as measured in (1) above) the employee can discuss with their manager whether overnight accommodation may be appropriate in their circumstances;

- 3) Time traveled outside of an employee's normal or altered hours of work as a result of job postings or interviews is not overtime and will not be paid. However, when extended travel as a result of job postings or interviews is required, and when scheduling permits, all or part of this travel time will be allowed during the normal work day;
- 4) In those circumstances pre-approved by the Employer, a travel allowance of \$50.00 per day will be available to compensate employees who wish to travel on their own time and use their own vehicle. This payment represents the total compensation for such travel and no additional compensation will be paid for travel time, meals, mileage or any other related expense.

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

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

- 1) When an employee has received approval to use their personal vehicle for travel, mileage will be paid at the rate set out in corporate policy (as amended from time to time), and mileage will only be paid to the driver of the vehicle;
- 2) When an employee has received approval to stay overnight in accommodations, they will be paid in accordance with corporate policy for that accommodation;
- 3) Employees staying in accommodation will receive a flat rate of \$60.00 per night spent in accommodation as full compensation for all meals and incidental expenses, and the provisions of corporate policies will not apply;
- 4) When travel outside of normal work hours exceeds two (2) consecutive hours (not including time taken to eat), a meal allowance as provided in Article 11 of the Collective Agreement will be provided. Where there is an entitlement to more than one (1) meal allowance (i.e., a travel meal or an overtime meal) for the same period of time (i.e., breakfast or supper), the employee will only be entitled to compensation for one (1) meal;

- 5) Compensation for noon meals when an employee is not staying in accommodations (at the rate of \$12.00 per meal, not the rate set out in corporate policy) will be provided to employees attending an NB Power sponsored meeting or training, when such meetings or training are not part of an employee's normal work, are held at a location that is not an NB Power work site and no noon meal is provided.
- When employees are attending a one-half day NB Power sponsored meeting or training the Employer is not obligated to provide a meal or pay a noon meal allowance unless the training or meeting continues past 12:30. Individuals scheduled to attend a one-half day meeting or training should come prepared to provide their own noon meal unless otherwise instructed.
- 6) Employees pre-approved to stay in accommodation and choose to stay in alternate lodging (such as with a friend, relative or other) will receive a flat rate of \$50.00 per night as compensation for accommodation and the corporate policy rate will not apply.

12.01 d) Out-of-Province Travel Compensation

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

ARTICLE 13

13 - SHORT TERM SICK LEAVE AND OTHER LEAVES

13.01 Purpose – Short Term Sick Leave

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

13.02 Medical and Dental Appointments

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

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

13.03 Compensation for Short Term Sick Leave

Compensation for Short Term Sick Leave shall be as follows:

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

13.04 **Requirements to Qualify**

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

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

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

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

13.05 Long Term Disability

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

Notwithstanding the above, if a dramatic increase in rates takes place discussions will be held with the various groups relative to terminating the plan. The Employer will maintain all ENERflex benefits for employees on Long Term Disability. The Health and Dental plans provided by the Employer shall be Managed Care and Economy Dental. Any Health Spending Account the employee may have had will be cancelled and replaced by the aforementioned plans. Pensionable service will continue to accrue in accordance with the Long Term Disability plan.

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

13.06 Bereavement Leave

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

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

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

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

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

13.06 e) In accordance with the ***Employment Standards Act***, an employer shall grant to an employee a leave of absence without pay of up to five (5) consecutive calendar days on the death of a person in a close family relationship with the employee to be taken during the period of bereavement and is to begin no later than the day of the funeral. This unpaid leave is not in addition to the entitlements outlined above, but may be used to supplement leaves of less than five (5) days with unpaid leave, up to a total of five (5) days.

13.07 Maternity Leave

13.07 a) General

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

13.07 b) Requirements to Qualify

To qualify for Maternity Leave, an employee must:

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

13.07 c) Term of Leave

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

13.07 d) Benefits During Leave

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

13.07 g) Failure to Return to Work

If the employee does not return to work within the specified time limit of the leave, employment is considered terminated. In such cases, the employee will be responsible to reimburse the employer for the value of the SUB plan payments as detailed in Appendix "B".

13.08 Parental and Adoption Leave

13.08 a) General

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

- 1) For adoption leave, the employee will be eligible for top-up under the Supplementary Unemployment Benefits (SUB) plan for a maximum of ten (10) weeks in accordance with the terms of the plan;
- 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.

13.08 b) Requirements to Qualify

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

- 1) Give four (4) weeks written notice to their supervisor of the commencement date and length of the leave; and
- 2) Provide the supervisor with a certificate from a medical practitioner specifying the date of delivery of the child or proof of adoption.

13.08 c) Term of leave

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

13.08 d) Failure to Return to Work

If the employee does not return to work within the specified time limit of the leave, employment is considered terminated. In such cases, the employee will be responsible to reimburse the Employer for the value of the benefit coverage and any SUB plan benefits received.

13.09 Paternity Leave

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

13.10 Jury/Witness Duty

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

13.11 Personal Leave

13.11 a) Paid Personal Leave

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

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

- 6) Upon signing, all unused personal leave will be subject to carryover until the end of the 2015 calendar year; unused personal leave will not be paid out;
- 7) Beginning January 1, 2016 the allotment of personal leave must be used in the year it is granted; unused personal leave will not be carried over or paid out;
- 8) This leave shall be charged to a separate time code (code 70 FAM).

13.11 b) Unpaid Family Leave under the Employment Standards Act

In accordance with the ***Employment Standards Act***, an employer shall grant to an employee a leave of absence without pay of up to three (3) days in each calendar year to meet responsibilities related to the health, care or education of a person in a close family relationship with the employee. This unpaid leave is not in addition to the entitlements outlined above, but may be used to supplement leaves of less than three (3) days with unpaid leave, up to a total of three (3) days. An employee intending to take such a leave of absence shall provide their supervisor with as much notice as possible of their intention to take this leave.

13.12 Top Up for Compassionate Care Leave

NB Power will offer 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

14 - EMPLOYEE BENEFITS

14.01 ENERflex Program

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

14.01 b) The Employer will contribute an additional twenty dollars (\$20.00) bi-weekly of ENERflex credits (referred to as Transmission Bargaining Credit) for all eligible employees retroactive to April 10, 2015. This amount is in addition to the Employer's normal contribution outlined in 14.01 a) above and replaces the previous NB Power Group RRSP Employer contribution match up to a maximum of \$400.00 per calendar year beginning in 2015.

14.02 Injured on Duty

14.02 a) After the three (3) day waiting period (without pay) set out in the legislation, an employee receiving compensation benefits under the ***Worker's Compensation Act***, (SNB 2003, Chapter W-13 as amended) for injury on the job shall receive the difference between the total amount that is received from WorkSafeNB and any other pension or compensation related to the injury, and eighty-five percent (85%) of the employee's pre-accident net earnings as calculated by the WorkSafeNB, for new injuries or recurrence of injuries.

14.02 b) An employee injured on the job shall receive normal pay for a period of up to three (3) working days, prior to the three (3) day waiting period (without pay) set out in the legislation. However, in accordance with the legislation, the three (3) day waiting period is waived by the Workplace Health, Safety and Compensation Commission if the employee is admitted to hospital as an in-

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

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

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

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

14.03 Pension

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

14.06 a) Where the Employer requires an employee to maintain a trade, technical or professional certification, the Employer will reimburse the employee for any such renewal fees. Where the Employer requires an employee to have a

class one driver's license, the employee will be reimbursed for the cost of the medical examination required for the procurement or renewal of such license.

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

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

ARTICLE 15

15 - HOLIDAYS

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

15.02 Statutory Holidays shall be paid for the day on which they are celebrated with the exception that employees on shift who work Christmas day as part of their regular shift cycle shall receive extra pay at straight time rates for all hours worked within the twenty-four (24) hours of December 25th.

15.03 Whenever December 24th is a regular work day, and when operating requirements on that day permit, each location shall maintain only a minimal administrative support staff after 14:30. Other administrative support staff may leave work with no loss in pay. In such circumstances, administrative support employees required to remain at work until the end of normal hours will be permitted to leave work at 14:30 on New Year's Eve with no loss in pay. This

article does not apply to offices staffed by only one (1) employee or to shift employees.

ARTICLE 16

16 - VACATION

16.01 a) Entitlement for Employees

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

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 entitlements upon initial hire and for the calendar year in which an employee's service reaches a new level of entitlement will be pro-rated according to the employee's vacation entitlement date.

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

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

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

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

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

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

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

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

16.02 Vacation Carryover

Vacation carryover will be administered as per corporate policy.

ARTICLE 17

17 - SERVICE AND SENIORITY

17.01 a) Service

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

Service for regular/seasonal employees will include periods of temporary release for the purposes of Articles 17.02 a) and 17.06 and for determining level of entitlement to benefits. However, benefits received (with the exception of retirement allowance) will be prorated on the basis of actual periods worked.

17.01 b) Seniority

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

17.01 c) Temporary Employees

Except for the purposes of job postings, temporary employees shall have no seniority rights outside their headquarters or immediate work area. Temporary employees who complete their terms of employment and are subsequently rehired within twelve (12) months of the end of their prior employment will have their records of length of seniority and service adjusted to reflect the actual time spent in the Employer's employment.

17.01 d) Records

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

17.02 Layoff

17.02 a) Layoff Procedure – Regular Employees

While the Employer has the exclusive right to decide whether it will lay off employees, prior to providing notice of lay off to one or more employees, it will advise the Union's Business Manager of its intentions and will meet with the Union to discuss any alternative measures which the Union may ask it to consider. If the Employer proceeds with the decision to lay off regular employees, the following rules shall apply:

- 1) The Employer will identify the classification(s) and location(s) where notice of lay off will be given and the employee in that classification in the location with the least seniority will be given notice of lay off. No certified tradesperson shall receive notice of layoff while there are apprentices in the same classification in the bargaining unit. Employees who have been given notice of lay off shall indicate in writing within five (5) working days whether they wish to be laid off and receive severance in accordance with Article 17.05 or in the alternative, exercise their right to displace another employee;
- 2) An employee in a classification who has been given notice of lay off in accordance with section (1) may displace the most junior employee in their

classification within the bargaining unit, if that employee has less seniority in the classification;

- 3) An employee in a classification who has been given notice of lay off in accordance with section (1) or an employee in a classification who is displaced in accordance with section (2) may displace the most junior employee in their former classification(s) within the bargaining unit, if that employee has less seniority in the classification. In circumstances where an employee had more than one former classification, each former classification will be reviewed in chronological order, starting with the most recent. Once an opportunity to displace a junior employee occurs, the review of former classifications will cease;
- 4) An employee who is displaced as a result of the operation of section (2) may take advantage of the subsequent provisions of this article to displace another employee. However, if they do not want to exercise those rights, they may within two (2) working days provide written notice that they wish to be laid off and receive severance in accordance with Article 17.05;
- 5) In those classifications where specific training, trade or technical certification is required, the employee seeking to displace a junior employee must possess that training or certification in order to exercise the entitlements under this article of the agreement. Where an employee chooses to exercise their bumping rights in a former classification, they must possess the ability and qualifications currently required for that classification;
- 6) An employee who moves into a position as a result of the operation of sections (2) or (3) will be allowed a trial period of six (6) months to demonstrate that they are able to perform the functions of the position and if they are not able to do so, they will be laid off and the employee who had been displaced will be recalled. While the employee who is laid off will not be able to take any further advantage of the provisions of this article of the Agreement, they will be entitled to severance pay in accordance with Article 17.05;

- 7) An employee who is displaced as a result of the operation of section (3), or an employee displaced as a result of the operation of section (2) who has no former classification into which they can bump under section (3), will be laid off. While they will not be able to take advantage of the provisions of this article of the Agreement, they will be entitled to severance pay in accordance with Article 17.05;
- 8) Where the "former classification" is a classification in a progressive series, the employee will replace the junior employee in the classification at the first level of certification or progression. For example, a TLM Supervisor who is laid off would displace a power line technician, not a Crew Leader;
- 9) Employees who are displaced from their positions as a result of another employee exercising their rights under this article, will not be entitled to notice of lay off;
- 10) Employees exercising their rights under this article to displace a junior employee will have their rate of pay immediately adjusted to the rate of pay which applies to the classification if it has a lower maximum salary than their classification;
- 11) Relocation costs will not be paid for employees exercising their rights under this article of the agreement.

17.02 b) Regular Seasonal Employees

Regular seasonal employees are employed for seasonal work or for coverage of peak periods. During those periods when they are not required, they may be temporarily released from employment. They will not be considered "laid off" for the purpose of applying the Collective Agreement and Articles 17.02 (a), 17.05 and 17.06 of the Collective Agreement will not apply. For the purposes of Articles 17.02 (a) and 17.06, a regular seasonal employee will receive a full year credit for seniority regardless of the number of hours worked during the year.

Should they not return to work within six (6) months of the end of their previous period of employment, they will be considered permanently released

and "laid off" for the purpose of applying the Collective Agreement and Articles 17.02 (a), 17.05 and 17.06 of the Collective Agreement.

17.02 c) Term Seasonal Employees

Term seasonal employees may be employed for seasonal work or for coverage of peak periods. During those periods when they are not required, they may be temporarily released from employment. They will not be considered "laid off" for the purpose of applying the Collective Agreement and Articles 17.02 (a), 17.05 and 17.06 of the Collective Agreement will not apply.

If they return to work within twelve (12) months of the end of their previous period of employment they will have their records of length of seniority and service adjusted to reflect the actual time spent in the Employer's employment.

17.03 Rehiring

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

- 1) Such employees have had six (6) months previous service in the work headquarters and did not resign or were not discharged for cause;
- 2) Less than twelve (12) months have elapsed since the end of the service referred to in (1) above;
- 3) Such employees have notified the Employer in writing of their desire to be recalled and have kept the Employer informed of any change of address;
- 4) Such employees have the necessary qualifications;
- 5) Regular seasonal and term seasonal employees who have been temporarily released as part of the seasonal nature of their jobs will only have rehiring rights to the regular seasonal or term seasonal position from which they were released. However, once they have been permanently

released, they will have the same rehiring rights as other former bargaining unit employees;

- 6) If an employee refuses a substantive (i.e., for a period of three (3) months or more) offer of employment, they will have no further entitlement to the benefits of this provision of the agreement;
- 7) Employees on maternity/parental leave, and whose term of employment expires during that leave will have their entitlement for rehire adjusted to begin one year after they begin their maternity leave. If the employee wishes to be considered for rehiring prior to the end of their maternity/parental leave, they can advise the Employment Department that they are available for work and the one-year period for preference for rehiring will begin when they provide that notice;
- 8) Former employees retaining rehiring rights within the Collective Agreement will be eligible to participate in the internal staffing process and/or searches.

17.04 Notice

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

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

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

17.05 Severance Benefits

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

The severance benefit will be paid out to an individual when they have exhausted their entitlements to the provisions of Article 17.03 of the Collective Agreement, after twelve (12) months have elapsed since their date of layoff and they have not been rehired by the Employer or refused an offer of employment from the Employer.

17.06 Internal Staffing

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

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

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

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

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

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

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

ARTICLE 18

18 - SAFETY

18.01 General

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

18.02 Joint Health & Safety Committees

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

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

18.03 Tools and Clothing

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

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

18.03 c) The Employer shall provide one (1) pair of bib overalls or coveralls, as well as one (1) pair of lined coveralls, to employees in the following occupations: line trades (Lineworker "A" Certified, Power Line Technician, and Crew Leader), equipment operators, and other employees in Appendix "A" classifications who have an ongoing need for such clothing. Utility workers will be provided with an initial issue of bib overalls or coveralls to be exchanged as necessary. Where coveralls or overalls are destroyed on the job as a result of work, the employee shall turn in the old pair and the supervisor will arrange for a replacement.

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

Employees who require safety footwear on a regular basis shall receive an annual footwear allowance of \$150.00 with no proof of purchase or to a maximum of \$200.00 on condition a receipt is submitted as proof of purchase. Reimbursement of the difference (up to \$50.00) will be through expense claim providing proof of purchase is included.

Employees classified as Lineworker "A" Certified, Power Line Technician and Crew Leader shall receive an annual footwear allowance of \$175.00 with no proof of purchase or to a maximum of \$250.00 on condition a receipt is submitted as proof of purchase for line worker boots meeting the requirements established by NB Power. Reimbursement of the difference (up to \$75.00) 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 Transmission payroll on June 1st shall be eligible for the allowance. Employees, who require safety footwear but do not wear such footwear on a regular basis, will be entitled to the footwear allowance once every five (5) years.

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

18.04 **Inclement Weather**

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

ARTICLE 19

19 - ADMINISTRATION OF THE COLLECTIVE AGREEMENT

19.01 Pay Periods and Dues Check-Off

19.01 a) Employees will be paid at the appropriate hourly rate on a bi-weekly presented payroll basis. General deductions for federal and provincial taxes, Canada Pension Plan (CPP), Employment Insurance (EI), the **Public Service Shared Risk Plan (PSSRP)**, Benefits deductions and Union Dues will be made against all pay periods. All other deductions (i.e., Canada Savings Bonds, charitable donations etc.) will be made on the basis of twenty-four (24) consecutive pay periods per year. Both parties recognize that some shift workers work a closed shift cycle with the result that actual hours worked per pay period may fluctuate. Consequently balancing of payment for hours worked must take place to maintain the operation of the presented payroll system.

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

- 1) In the case of Probationary, Regular or Temporary employees, in the first full pay period following employment.

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

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

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

- 1) Ceased because of participation in maternity or adoption leave, long term disability, transfer from the bargaining unit or termination; or,
- 2) Begun because of return from maternity or adoption leave, long term disability, transfer into the bargaining unit, or new employment.

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

19.02 Direct Bank Deposit

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

19.03 Retirement Savings Plan

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

19.04 Venture Capital

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

19.05 Definition of Spouse & Dependent

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

ARTICLE 20

20 - GRIEVANCE PROCEDURE

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

20.01 a) Step One: Within eight (8) working days after the alleged grievance has arisen, the employee may:

- 1) Present the grievance in writing on the form approved by the Labour and Employment Board to the person designated by the Employer as the first level in the grievance procedure. If the employee receives no reply or does not receive satisfactory settlement within five (5) working days from the date on which the grievance was presented to the person designated as the first level in the grievance procedure, the employee may proceed to Step Two; or
- 2) Alternatively, the employee may present the grievance verbally to the person designated as the first level in the grievance procedure. If the employee receives no reply or does not receive satisfactory settlement within four (4) working days from the date on which the grievance was discussed with the person designated as the first level in the grievance procedure, the employee may proceed to Step Two.

20.01 b) Step Two: Within eight (8) working days from the expiration of either the five (5) or four (4) day period referred to in Step One, the employee may present the grievance in writing either by personal service or by mailing it by registered mail to the person designated by the Employer as the second level in the grievance procedure. Upon receipt of the second level grievance, that person shall contact the Labour Relations Department to make arrangements with the representative of the employee's Union for a second level meeting, to be held within thirty (30) working days of receipt of the grievance at Step Two, between the interested parties. The requirement for such a meeting may be waived by mutual agreement between the parties to the Collective Agreement. If the issue is not resolved at the meeting or the employee receives no reply within five (5) working days from the date on which the meeting took place or thirty (30)

days expire prior to the second level meeting being held, the employee may proceed to Step Three.

20.01 c) Step Three: Within five (5) working days from the expiration of the five (5) day or thirty (30) day period referred to in Step Two, the employee may present the grievance in writing by mailing it by registered mail to the President of NB Power. Copies of correspondence and the grievances presented at Steps One and Two, and replies by persons designated by the Employer under Steps One and Two should accompany the grievance when it is presented to the President. The President has designated the Vice-President of the Corporation to respond to third level grievances, which do not involve termination of employment. The President or delegate shall reply in writing to the employee within ten (10) working days from the date the grievance was presented. If the employee does not receive a reply or satisfactory settlement of their grievance from the President or delegate, the grievance may be referred to adjudication within three (3) months from the expiration of the ten (10) day time period referred to above. If the grievance is referred to adjudication, the parties to the Collective Agreement have one (1) month to make arrangements for the adjudication unless this time limit is waived by mutual agreement.

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

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

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

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

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

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

20.07 Where the Employer alleges that the Union or an employee has violated any provision of this agreement, they may refer a grievance directly at Step Two of the grievance procedure by presenting it in writing to the Union's Business Manager within eight (8) working days after the alleged grievance has arisen and the time limits set out in Article 20.01 will apply. If the matter is not resolved at Step Two, the Employer may file the grievance at Step Three by presenting it in writing, by registered mail, to the Union's Executive Board. If the matter is not resolved at Step Three, it may be referred to adjudication in accordance with Article 21.01 of the agreement.

ARTICLE 21

21 - ADJUDICATION

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

ARTICLE 22

22 - PROTECTION FROM DISCRIMINATION & HARRASSMENT

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

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

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

ARTICLE 23

23 - RULES, REGULATIONS, POLICIES AND PROCEDURES

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

23.01 b) The Business Manager will be provided copies of newly issued and changes to existing rules, regulations, policies and procedures which affect members of the bargaining unit.

ARTICLE 24

24 - RETROACTIVITY

24.01 It is mutually understood and agreed that the provisions of the Collective Agreement being signed by the parties this day stating that the agreement is to be in effect for the term January 1, 2013 to December 31, 2018 are intended to provide continuity in the relations between the parties and retroactive effect, for the period from January 1, 2013 to the date of execution of this agreement is to be given only where specified in the agreement. Changes to the terms and conditions of work (not including cost of living increases and adjustments to wage rates) that are effective on the date of signing of the agreement shall be implemented in the first full pay period after the date the agreement is signed.

ARTICLE 25

25 - DURATION

25.01 This agreement shall be in effect for a term from January 1, 2013 to and including December 31, 2018 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 October, 2015.

**NEW BRUNSWICK POWER CORPORATION
TRANSMISSION DIVISION**



**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 F. GALBRAITH
BUSINESS MANAGER**

INDEX OF CLASSIFICATIONS

Classification	Page	Classification	Page	Classification	Page
Analyst I	88	Labourer	90	Dispatch	92
Analyst II	88	Lineworker "A" Certified	95	Electrical	92
Analyst Business	88	Load Forecaster / Tariff Admin	87	Survey Assistant	96
Analyst Senior	88	Methods Developer	92	Technician	98
ASR II	85	Outage Coordinator	86	Civil	98
ASR III	85	Operations Coordinator HVDC	94	Electrical	98
ASR IV	85	Operations & Settlement Specialist	87	Forestry	98
ASR V	85	Operator HVDC (outside – SHIFT)	94	Instrumentation & Control	98
Carpenter CQ	96	Operator HVDC Senior (inside – SHIFT)	94	Power System	98
Civil Lead	90	Patroller	90	Protection & Control	98
Construction Electrician	96	Planning Specialist	88	Survey	98
Construction Electrician Lead	96	Power Line Technician	95	Telecom	98
Crew Leader	93	Power Line Technician Apprentice	95	Technician Senior	98
ECC Systems Specialist	89	Power System Operator (DAY)	86	Civil	98
Energy Coordinator (SHIFT)	87	Power System Operator (SHIFT)	86	Electrical	98
Engineer I-IV	89	Power System Operator Senior	87	Power System	99
Engineer V	89	Supervisor		Protection & Control	99
Engineer Senior I	89	Thermovision & Line Inspection	98	Telecom	99
Engineer Senior I HV App	89	Transmission Control Room	87	Technical Specialist	99
Engineer Senior II	89	Transmission Line Maintenance	97	Protection & Control	99
Engineer Senior II Thermal Station	89	Vegetation Management	98	Telecom	99
Equipment Operator	96	Supervisor Technician	99	Transmission Line	99
Equipment Operator CQ	96	Power System	99	Transmission Terminal	99
Foreman	90	Protection & Control	99	Thermovision Operator	90
Inspector Transmission Line	91	Telecom	99	Utility Tradesworker	96
IT Professional I-IV	88	Supervisor Trades		Utility Worker	90
IT Professional V	88	Civil	92	Work Planner	98

**TRANSMISSION WAGE TABLE
APPENDIX "A"**

Sal Grade	Job Code	Job Title	Date	% increase	Salary Fix	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
C01	T031	ASR II	1-Jan-13	0%		\$13.21	\$14.78	\$16.57	\$18.36	\$19.94			
			1-Jan-14	0%		\$13.21	\$14.78	\$16.57	\$18.36	\$19.94			
			1-Jan-15	2%		\$13.47	\$15.08	\$16.90	\$18.73	\$20.34			
			1-Jan-16	2%		\$13.74	\$15.38	\$17.24	\$19.11	\$20.75			
			1-Jan-17	2.5%		\$14.08	\$15.77	\$17.67	\$19.59	\$21.27			
			1-Jan-18	2.5%		\$14.43	\$16.17	\$18.11	\$20.08	\$21.80			
C03	T032	ASR III	1-Jan-13	0%		\$17.95	\$19.50	\$20.67	\$21.89	\$23.23			
			1-Jan-14	0%		\$17.95	\$19.50	\$20.67	\$21.89	\$23.23			
			1-Jan-15	2%		\$18.31	\$19.89	\$21.08	\$22.33	\$23.70			
			1-Jan-16	2%		\$18.68	\$20.29	\$21.50	\$22.78	\$24.17			
			1-Jan-17	2.5%		\$19.15	\$20.80	\$22.04	\$23.35	\$24.78			
			1-Jan-18	2.5%		\$19.63	\$21.32	\$22.59	\$23.93	\$25.40			
C05	T033	ASR IV	1-Jan-13	0%		\$22.96	\$24.35	\$25.83	\$27.17	\$28.37			
			1-Jan-14	0%		\$22.96	\$24.35	\$25.83	\$27.17	\$28.37			
			1-Jan-15	2%		\$23.42	\$24.84	\$26.35	\$27.71	\$28.94			
			1-Jan-16	2%		\$23.89	\$25.34	\$26.88	\$28.26	\$29.52			
			1-Jan-17	2.5%		\$24.49	\$25.97	\$27.55	\$28.97	\$30.26			
			1-Jan-18	2.5%		\$25.10	\$26.62	\$28.24	\$29.70	\$31.02			
C06	T034	ASR V	1-Jan-13	0%		\$25.05	\$26.30	\$27.58	\$29.05	\$30.85			
			1-Jan-14	0%		\$25.05	\$26.30	\$27.58	\$29.05	\$30.85			
			1-Jan-15	2%		\$25.55	\$26.83	\$28.13	\$29.63	\$31.47			
			1-Jan-16	2%		\$26.06	\$27.37	\$28.69	\$30.22	\$32.10			
			1-Jan-17	2.5%		\$26.71	\$28.06	\$29.41	\$30.98	\$32.90			
			1-Jan-18	2.5%		\$27.38	\$28.76	\$30.15	\$31.76	\$33.72			

Sal Grade	Job Code	Job Title	Date	% increase	Salary Fix	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	
C79	T244	Operator Power System (DAY) Note: No progression to Step E unless shift qualified	1-Jan-13	0%		\$38.07	\$39.99	\$42.02	\$44.11	\$46.29				
			1-Jan-14	0%		\$38.07	\$39.99	\$42.02	\$44.11	\$46.29				
			1-Jan-15	2%		\$38.83	\$40.79	\$42.86	\$44.99	\$47.22				
			1-Jan-16	2%		\$39.61	\$41.61	\$43.72	\$45.89	\$48.17				
			1-Jan-17	2.5%		\$40.60	\$42.65	\$44.81	\$47.04	\$49.38				
	T179	Apprentice Power System Operator Effective DOS: eliminate Apprentice and use Job Code T244	1-Jan-18	2.5%		\$41.62	\$43.72	\$45.93	\$48.22	\$50.62				
C10	T108	Operator Power System (SHIFT)	1-Jan-13	0%		\$38.07	\$39.99	\$42.02	\$44.11	\$46.29				
			Salary Fix	\$0.75		\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75			
						\$38.82	\$40.74	\$42.77	\$44.86	\$47.04				
			1-Jan-14	0%		\$38.07	\$39.99	\$42.02	\$44.11	\$46.29				
			Salary Fix	\$0.75		\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75			
						\$38.82	\$40.74	\$42.77	\$44.86	\$47.04				
			1-Jan-15	2%		\$38.83	\$40.79	\$42.86	\$44.99	\$47.22				
			Salary Fix	\$0.75		\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75			
						\$39.58	\$41.54	\$43.61	\$45.74	\$47.97				
			1-Jan-16	2%		\$39.61	\$41.61	\$43.72	\$45.89	\$48.17				
			Salary Fix	\$0.75		\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75			
						\$40.36	\$42.36	\$44.47	\$46.64	\$48.92				
			1-Jan-17	2.5%		\$40.60	\$42.65	\$44.81	\$47.04	\$49.38				
			Salary Fix	\$0.75		\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75			
			\$41.35	\$43.40	\$45.56	\$47.79	\$50.13							
			1-Jan-18	2.5%		\$41.62	\$43.72	\$45.93	\$48.22	\$50.62				
			Salary Fix	\$0.75		\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75				
						\$42.37	\$44.47	\$46.68	\$48.97	\$51.37				
C96	T370	Coordinator, Outage (New classification effective DOS)	01-Jan-15	2%		\$41.48	\$44.11	\$46.74	\$49.32	\$51.93				
			01-Jan-16	2%		\$42.31	\$44.99	\$47.68	\$50.31	\$52.97				
			01-Jan-17	2.5%		\$43.37	\$46.12	\$48.87	\$51.57	\$54.30				
			01-Jan-18	2.5%		\$44.46	\$47.27	\$50.09	\$52.86	\$55.66				

Sal Grade	Job Code	Job Title	Date	% increase	Salary Fix	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H		
C12	T043	Coordinator Energy (SHIFT)	1-Jan-13	0%		\$40.67	\$43.24	\$45.82	\$48.35	\$50.91					
			Salary Fix	\$0.75		\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75				
								\$41.42	\$43.99	\$46.57	\$49.10	\$51.66			
			1-Jan-14	0%		\$40.67	\$43.24	\$45.82	\$48.35	\$50.91					
			Salary Fix	\$0.75		\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75				
								\$41.42	\$43.99	\$46.57	\$49.10	\$51.66			
			1-Jan-15	2%		\$41.48	\$44.11	\$46.74	\$49.32	\$51.93					
			Salary Fix	\$0.75		\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75				
								\$42.23	\$44.86	\$47.49	\$50.07	\$52.68			
			1-Jan-16	2%		\$42.31	\$44.99	\$47.68	\$50.31	\$52.97					
			Salary Fix	\$0.75		\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75				
								\$43.06	\$45.74	\$48.43	\$51.06	\$53.72			
1-Jan-17	2.5%		\$43.37	\$46.12	\$48.87	\$51.57	\$54.30								
Salary Fix	\$0.75		\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75							
					\$44.12	\$46.87	\$49.62	\$52.32	\$55.05						
1-Jan-18	2.5%		\$44.46	\$47.27	\$50.09	\$52.86	\$55.66								
Salary Fix	\$0.75		\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75							
					\$45.21	\$48.02	\$50.84	\$53.61	\$56.41						
C13	T109 T106	Operator Senior System Supervisor Transmission Control Room <i>(Created in 2015)</i>	1-Jan-13	0%		\$44.79	\$47.59	\$50.39	\$53.19	\$55.99					
			1-Jan-14	0%		\$44.79	\$47.59	\$50.39	\$53.19	\$55.99					
			1-Jan-15	2%		\$45.69	\$48.54	\$51.40	\$54.25	\$57.11					
			1-Jan-16	2%		\$46.60	\$49.51	\$52.43	\$55.34	\$58.25					
			1-Jan-17	2.5%		\$47.77	\$50.75	\$53.74	\$56.72	\$59.71					
			1-Jan-18	2.5%		\$48.97	\$52.02	\$55.08	\$58.14	\$61.20					
C64	T222 T221	Load Forecaster/Tariff Admin Specialist Operations & Settlement	1-Jan-13	0%		\$35.27	\$37.06	\$38.92	\$40.86	\$42.91					
			1-Jan-14	0%		\$35.27	\$37.06	\$38.92	\$40.86	\$42.91					
			1-Jan-15	2%		\$35.98	\$37.80	\$39.70	\$41.68	\$43.77					
			1-Jan-16	2%		\$36.70	\$38.56	\$40.49	\$42.51	\$44.65					
			1-Jan-17	2.5%		\$37.62	\$39.52	\$41.50	\$43.57	\$45.77					
			1-Jan-18	2.5%		\$38.56	\$40.51	\$42.54	\$44.66	\$46.92					

Sal Grade	Job Code	Job Title	Date	% increase	Salary Fix	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
C38	T002	Analyst I	1-Jan-13	0%		\$24.97	\$26.53	\$28.09	\$29.65	\$31.21			
			1-Jan-14	0%		\$24.97	\$26.53	\$28.09	\$29.65	\$31.21			
			1-Jan-15	2%		\$25.47	\$27.06	\$28.65	\$30.24	\$31.83			
			1-Jan-16	2%		\$25.98	\$27.60	\$29.22	\$30.85	\$32.47			
			1-Jan-17	2.5%		\$26.63	\$28.29	\$29.95	\$31.62	\$33.28			
			1-Jan-18	2.5%		\$27.30	\$29.00	\$30.70	\$32.41	\$34.11			
C42	T003	Analyst II	1-Jan-13	0%		\$26.82	\$28.53	\$30.18	\$31.88	\$33.55			
			1-Jan-14	0%		\$26.82	\$28.53	\$30.18	\$31.88	\$33.55			
			1-Jan-15	2%		\$27.36	\$29.10	\$30.78	\$32.52	\$34.22			
			1-Jan-16	2%		\$27.91	\$29.68	\$31.40	\$33.17	\$34.91			
			1-Jan-17	2.5%		\$28.61	\$30.42	\$32.19	\$34.00	\$35.78			
			1-Jan-18	2.5%		\$29.33	\$31.18	\$33.00	\$34.85	\$36.68			
C48	T005 T004	Analyst Business Analyst Senior	1-Jan-13	0%		\$28.86	\$30.69	\$32.52	\$34.35	\$36.18			
			1-Jan-14	0%		\$28.86	\$30.69	\$32.52	\$34.35	\$36.18			
			1-Jan-15	2%		\$29.44	\$31.30	\$33.17	\$35.04	\$36.90			
			1-Jan-16	2%		\$30.03	\$31.93	\$33.83	\$35.74	\$37.64			
			1-Jan-17	2.5%		\$30.78	\$32.73	\$34.68	\$36.63	\$38.58			
			1-Jan-18	2.5%		\$31.55	\$33.55	\$35.55	\$37.55	\$39.55			
C61	T230	Specialist Planning	1-Jan-13	0%		\$34.53	\$36.70	\$38.84	\$41.01	\$43.16			
			1-Jan-14	0%		\$34.53	\$36.70	\$38.84	\$41.01	\$43.16			
			1-Jan-15	2%		\$35.22	\$37.43	\$39.62	\$41.83	\$44.02			
			1-Jan-16	2%		\$35.93	\$38.18	\$40.41	\$42.67	\$44.90			
			1-Jan-17	2.5%		\$36.83	\$39.14	\$41.42	\$43.74	\$46.02			
			1-Jan-18	2.5%		\$37.75	\$40.12	\$42.46	\$44.83	\$47.17			
C14	T201	IT Professional I-IV	1-Jan-13	0%		\$26.97	\$29.13	\$31.75	\$34.61	\$37.72	\$41.11	\$44.85	
			1-Jan-14	0%		\$26.97	\$29.13	\$31.75	\$34.61	\$37.72	\$41.11	\$44.85	
			1-Jan-15	2%		\$27.51	\$29.71	\$32.39	\$35.30	\$38.48	\$41.93	\$45.75	
			1-Jan-16	2%		\$28.06	\$30.30	\$33.04	\$36.01	\$39.25	\$42.77	\$46.67	
			1-Jan-17	2.5%		\$28.76	\$31.06	\$33.87	\$36.91	\$40.23	\$43.84	\$47.84	
			1-Jan-18	2.5%		\$29.48	\$31.84	\$34.72	\$37.83	\$41.24	\$44.94	\$49.04	
C15	T203	IT Professional V	1-Jan-13	0%		\$39.38	\$41.87	\$44.34	\$46.83	\$49.32			
			1-Jan-14	0%		\$39.38	\$41.87	\$44.34	\$46.83	\$49.32			
			1-Jan-15	2%		\$40.17	\$42.71	\$45.23	\$47.77	\$50.31			
			1-Jan-16	2%		\$40.97	\$43.56	\$46.14	\$48.73	\$51.32			
			1-Jan-17	2.5%		\$42.00	\$44.65	\$47.29	\$49.95	\$52.60			
			1-Jan-18	2.5%		\$43.05	\$45.77	\$48.47	\$51.20	\$53.92			

Sal Grade	Job Code	Job Title	Date	% increase	Salary Fix	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
C14	T245	Engineer I-IV	1-Jan-13	0%		\$26.97	\$29.13	\$31.75	\$34.61	\$37.72	\$41.11	\$44.85	
			1-Jan-14	0%		\$26.97	\$29.13	\$31.75	\$34.61	\$37.72	\$41.11	\$44.85	
			1-Jan-15	2%		\$27.51	\$29.71	\$32.39	\$35.30	\$38.48	\$41.93	\$45.75	
			1-Jan-16	2%		\$28.06	\$30.30	\$33.04	\$36.01	\$39.25	\$42.77	\$46.67	
			1-Jan-17	2.5%		\$28.76	\$31.06	\$33.87	\$36.91	\$40.23	\$43.84	\$47.84	
			1-Jan-18	2.5%		\$29.48	\$31.84	\$34.72	\$37.83	\$41.24	\$44.94	\$49.04	
C15	T076	Engineer V	1-Jan-13	0%		\$39.38	\$41.87	\$44.34	\$46.83	\$49.32			
			1-Jan-14	0%		\$39.38	\$41.87	\$44.34	\$46.83	\$49.32			
			1-Jan-15	2%		\$40.17	\$42.71	\$45.23	\$47.77	\$50.31			
			1-Jan-16	2%		\$40.97	\$43.56	\$46.14	\$48.73	\$51.32			
			1-Jan-17	2.5%		\$42.00	\$44.65	\$47.29	\$49.95	\$52.60			
			1-Jan-18	2.5%		\$43.05	\$45.77	\$48.47	\$51.20	\$53.92			
C16	T204 T069 T300	ECC Systems Specialist Engineer Senior I Senior Engineer I HV App	1-Jan-13	0%		\$41.94	\$44.55	\$47.19	\$49.82	\$52.46			
			1-Jan-14	0%		\$41.94	\$44.55	\$47.19	\$49.82	\$52.46			
			1-Jan-15	2%		\$42.78	\$45.44	\$48.13	\$50.82	\$53.51			
			1-Jan-16	2%		\$43.64	\$46.35	\$49.09	\$51.84	\$54.58			
			1-Jan-17	2.5%		\$44.73	\$47.51	\$50.32	\$53.14	\$55.95			
			1-Jan-18	2.5%		\$45.85	\$48.70	\$51.58	\$54.47	\$57.35			
C17	T149 T207	Senior Engineer II Senior Engineer II, Thermal Station	1-Jan-13	0%		\$44.89	\$47.68	\$50.48	\$53.27	\$56.07			
			1-Jan-14	0%		\$44.89	\$47.68	\$50.48	\$53.27	\$56.07			
			1-Jan-15	2%		\$45.79	\$48.63	\$51.49	\$54.34	\$57.19			
			1-Jan-16	2%		\$46.71	\$49.60	\$52.52	\$55.43	\$58.33			
			1-Jan-17	2.5%		\$47.88	\$50.84	\$53.83	\$56.82	\$59.79			
			1-Jan-18	2.5%		\$49.08	\$52.11	\$55.18	\$58.24	\$61.29			

Sal Grade	Job Code	Job Title	Date	% increase	Salary Fix	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
C18	T087	Labourer	1-Jan-13	0%		\$17.90	\$18.75	\$19.69					
			1-Jan-14	0%		\$17.90	\$18.75	\$19.69					
			1-Jan-15	2%		\$18.26	\$19.13	\$20.08					
			1-Jan-16	2%		\$18.63	\$19.51	\$20.48					
			1-Jan-17	2.5%		\$19.10	\$20.00	\$20.99					
			1-Jan-18	2.5%		\$19.58	\$20.50	\$21.52					
C20	T142	Utilityworker <i>10% above Labourer & now includes previous Equipment Operator I</i>	1-Jan-13	0%		\$19.26	\$20.35	\$21.44					
			1-Jan-14	0%		\$19.26	\$20.35	\$21.44					
			1-Jan-15	2%		\$19.65	\$20.76	\$21.87					
			26-Oct-15			\$20.09	\$21.04	\$22.09					
			1-Jan-16	2%		\$20.49	\$21.46	\$22.53					
			1-Jan-17	2.5%		\$21.01	\$22.00	\$23.09					
			1-Jan-18	2.5%		\$21.54	\$22.55	\$23.67					
Note: Cannot advance to Utility Tradesworker without a recognized Trade Certification													
C27	T112	Patroller	1-Jan-13	0%		\$22.69	\$23.95	\$25.21					
			1-Jan-14	0%		\$22.69	\$23.95	\$25.21					
			1-Jan-15	2%		\$23.14	\$24.43	\$25.71					
			1-Jan-16	2%		\$23.60	\$24.92	\$26.22					
			1-Jan-17	2.5%		\$24.19	\$25.54	\$26.88					
			1-Jan-18	2.5%		\$24.80	\$26.18	\$27.55					
C33	T139	Civil Lead <i>(Previously TLM Lead) Effective date of signing: 8% above Utility Tradesworker</i>	1-Jan-13	0%		\$26.02	\$27.47	\$28.92					
			1-Jan-14	0%		\$26.02	\$27.47	\$28.92					
			1-Jan-15	2%		\$26.54	\$28.02	\$29.50					
			26-Oct-15			\$27.56	\$28.86						
			1-Jan-16	2%		\$28.11	\$29.44						
			1-Jan-17	2.5%		\$28.81	\$30.17						
			1-Jan-18	2.5%		\$29.54	\$30.93						
C36	T111	Operator Thermovision	1-Jan-13	0%		\$24.21	\$26.06	\$28.04	\$29.48	\$30.92			
			1-Jan-14	0%		\$24.21	\$26.06	\$28.04	\$29.48	\$30.92			
			1-Jan-15	2%		\$24.69	\$26.58	\$28.60	\$30.07	\$31.54			
			1-Jan-16	2%		\$25.18	\$27.11	\$29.17	\$30.67	\$32.17			
			1-Jan-17	2.5%		\$25.81	\$27.79	\$29.90	\$31.44	\$32.98			
			1-Jan-18	2.5%		\$26.46	\$28.49	\$30.65	\$32.23	\$33.81			
C39	T080	Foreman	1-Jan-13	0%		\$25.73	\$27.29	\$28.85	\$30.45	\$32.02			
			1-Jan-14	0%		\$25.73	\$27.29	\$28.85	\$30.45	\$32.02			
			1-Jan-15	2%		\$26.25	\$27.84	\$29.43	\$31.06	\$32.66			
			1-Jan-16	2%		\$26.78	\$28.40	\$30.02	\$31.68	\$33.31			
			1-Jan-17	2.5%		\$27.45	\$29.11	\$30.77	\$32.47	\$34.14			
			1-Jan-18	2.5%		\$28.14	\$29.84	\$31.54	\$33.28	\$34.99			

Sal Grade	Job Code	Job Title	Date	% increase	Salary Fix	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H		
C41	T084	Inspector Transmission Line	1-Jan-13	0%		\$30.03	\$31.24	\$32.39							
			1-Jan-14	0%		\$30.03	\$31.24	\$32.39							
			1-Jan-15	2%		\$30.63	\$31.87	\$33.04							
			1-Jan-16	2%		\$31.24	\$32.51	\$33.70							
			1-Jan-17	2.5%		\$32.02	\$33.32	\$34.54							
			1-Jan-18	2.5%		\$32.82	\$34.15	\$35.40							
C44	T145	Supervisor Dispatch	1-Jan-13	0%		\$27.71	\$29.48	\$31.23	\$33.02	\$34.80					
			1-Jan-14	0%		\$27.71	\$29.48	\$31.23	\$33.02	\$34.80					
			1-Jan-15	2%		\$28.26	\$30.07	\$31.86	\$33.68	\$35.50					
C40	T152 T133 T160 T159 T162	Technician I Electrical Forestry Relay (moves to band C89) Survey Telecom (moves to band C89) Effective DOS: moves to new Technician rate structure and grade C94	1-Jan-13	0%		\$20.77	\$23.18	\$25.86	\$28.88	\$32.24					
			1-Jan-14	0%		\$20.77	\$23.18	\$25.86	\$28.88	\$32.24					
			1-Jan-15	2%		\$21.19	\$23.64	\$26.38	\$29.46	\$32.89					
C45	T134 T225 T166 T136 T036	Technician II Electrical Forestry Instrument & Controls Survey Technician Assistant I Effective DOS: moves to new Technician rate structure band C94	1-Jan-13	0%		\$27.84	\$30.67	\$32.15	\$33.72	\$35.36					
			1-Jan-14	0%		\$27.84	\$30.67	\$32.15	\$33.72	\$35.36					
			1-Jan-15	2%		\$28.40	\$31.28	\$32.79	\$34.40	\$36.07					
C68	T233	Technician Power System Effective DOS: moves to Technician grouping, band C89	1-Jan-13	0%		\$32.90	\$34.45	\$36.07							
			1-Jan-14	0%		\$32.90	\$34.45	\$36.07							
			1-Jan-15	2%		\$33.56	\$35.14	\$36.79							
C52	T058	Senior Power System Tech Effective DOS: moves to Senior Technician grouping, band C90	1-Jan-13	0%		\$31.05	\$33.41	\$35.87	\$37.71	\$39.68					
			1-Jan-14	0%		\$31.05	\$33.41	\$35.87	\$37.71	\$39.68					
			1-Jan-15	2%		\$31.67	\$34.08	\$36.59	\$38.46	\$40.47					
C55	T144	Supervisor Power System Tech Effective DOS: moves to Supervisor grouping, band C97	1-Jan-13	0%		\$36.56	\$38.83	\$41.10	\$43.37	\$45.64					
			1-Jan-14	0%		\$36.56	\$38.83	\$41.10	\$43.37	\$45.64					
			1-Jan-15	2%		\$37.29	\$39.61	\$41.92	\$44.24	\$46.55					

Sal Grade	Job Code	Job Title	Date	% increase	Salary Fix	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	
C74	T135 T137	Technician II												
		Relay	1-Jan-13	0%		\$28.52	\$31.43	\$32.94	\$34.54	\$36.25				
		Telecom	1-Jan-14	0%		\$28.52	\$31.43	\$32.94	\$34.54	\$36.25				
		<i>Effective DOS: moves to Technician grouping, band C89</i>	1-Jan-15	2%		\$29.09	\$32.06	\$33.60	\$35.23	\$36.98				
C75	T138 T243	Technician Senior												
		Relay	1-Jan-13	0%		\$31.22	\$33.59	\$36.06	\$37.90	\$39.88				
		Telecom	1-Jan-14	0%		\$31.22	\$33.59	\$36.06	\$37.90	\$39.88				
		<i>Effective DOS: moves to Relay & Telecom Senior Technician grouping, band C90</i>	1-Jan-15	2%		\$31.85	\$34.26	\$36.78	\$38.66	\$40.68				
C81	T248 T249	Supervisor Relay	1-Jan-13	0%		\$35.90	\$38.64	\$41.47	\$43.59	\$45.87				
		Supervisor Telecom	1-Jan-14	0%		\$35.90	\$38.64	\$41.47	\$43.59	\$45.87				
		<i>Effective DOS: moves to Supervisor grouping, band C97</i>	1-Jan-15	2%		\$36.62	\$39.41	\$42.30	\$44.46	\$46.79				
C50	T218	Methods Developer	1-Jan-13	0%		\$30.12	\$32.02	\$33.90	\$35.79	\$37.68				
			1-Jan-14	0%		\$30.12	\$32.02	\$33.90	\$35.79	\$37.68				
			1-Jan-15	2%		\$30.72	\$32.66	\$34.58	\$36.51	\$38.43				
			1-Jan-16	2%		\$31.34	\$33.31	\$35.27	\$37.24	\$39.20				
			1-Jan-17	2.5%		\$32.12	\$34.14	\$36.15	\$38.17	\$40.18				
			1-Jan-18	2.5%		\$32.92	\$34.99	\$37.05	\$39.13	\$41.19				
C50	T373 T129 T195 T145	Supervisor Trades	1-Jan-13	0%		\$30.12	\$32.02	\$33.90	\$35.79	\$37.68				
		Supervisor, Civil	1-Jan-14	0%		\$30.12	\$32.02	\$33.90	\$35.79	\$37.68				
		Supervisor, Electrical	1-Jan-15	2%		\$30.72	\$32.66	\$34.58	\$36.51	\$38.43				
		Supervisor, Dispatch	1-Jan-16	2%		\$31.34	\$33.31	\$35.27	\$37.24	\$39.20				
			1-Jan-17	2.5%		\$32.12	\$34.14	\$36.15	\$38.17	\$40.18				
			1-Jan-18	2.5%		\$32.92	\$34.99	\$37.05	\$39.13	\$41.19				

Rates for FULL compliance of Grab and Go Program

C49	T156	Crew Leader (top step 12% above top of PLT)	1-Jan-13	0%		\$31.98	\$34.00	\$36.00	\$38.03	\$40.05				
			1-Jan-14	0%		\$31.98	\$34.00	\$36.00	\$38.03	\$40.05				
			1-Jan-15	2%		\$32.62	\$34.68	\$36.72	\$38.79	\$40.86				
				<i>Effective DOS: Reduced # of steps</i>				\$36.72	\$38.79	\$40.86				
				<i>Market wage adjustment DOS</i>	26-Oct-15		\$0.60	\$37.32	\$39.39	\$41.46				
							TLM Salary Fix	\$1.50	\$38.82	\$40.89	\$42.96			
					1-Jan-16	2%		\$38.07	\$40.18	\$42.36				
							TLM Salary Fix	\$1.50	\$39.57	\$41.68	\$43.86			
				90% Compliance Grab & Go-12 months after DOS	26-Oct-16		\$0.55	\$38.62	\$40.73	\$42.91				
							TLM Salary Fix	\$1.50	\$40.12	\$42.23	\$44.41			
					1-Jan-17	2.5%		\$39.59	\$41.75	\$44.05				
							TLM Salary Fix	\$1.50	\$41.09	\$43.25	\$45.55			
				95% Compliance Grab & Go-18 months after DOS	26-Apr-17		\$0.25	\$39.84	\$42.00	\$44.30				
							TLM Salary Fix	\$1.50	\$41.34	\$43.50	\$45.80			
					1-Jan-18	2.5%		\$40.84	\$43.05	\$45.44				
					TLM Salary Fix	\$1.50	\$42.34	\$44.55	\$46.94					

Rates for PARTIAL compliance of Grab and Go Program

C49	T156	Crew Leader (top step 12% above top of PLT)	1-Jan-13	0%		\$31.98	\$34.00	\$36.00	\$38.03	\$40.05				
			1-Jan-14	0%		\$31.98	\$34.00	\$36.00	\$38.03	\$40.05				
			1-Jan-15	2%		\$32.62	\$34.68	\$36.72	\$38.79	\$40.86				
				<i>Effective DOS: Reduced # of steps</i>				\$36.72	\$38.79	\$40.86				
				<i>Market wage adjustment DOS</i>	26-Oct-15		\$0.60	\$37.32	\$39.39	\$41.46				
							TLM Salary Fix	\$1.50	\$38.82	\$40.89	\$42.96			
					1-Jan-16	2%		\$38.07	\$40.18	\$42.29				
							TLM Salary Fix	\$1.50	\$39.57	\$41.68	\$43.79			
				90% Compliance Grab & Go-12 months after DOS	26-Oct-16		\$0.55	\$38.62	\$40.73	\$42.84				
							TLM Salary Fix	\$1.50	\$40.12	\$42.23	\$44.34			
					1-Jan-17	2.5%		\$39.59	\$41.75	\$44.05				
							TLM Salary Fix	\$1.50	\$41.09	\$43.25	\$45.55			
					1-Jan-18	2.5%		\$40.58	\$42.79	\$45.15				
							TLM Salary Fix	\$1.50	\$42.08	\$44.29	\$46.65			

Rates for NO compliance of Grab and Go Program

C49	T156	Crew Leader (top step 12% above top of PLT)	1-Jan-13	0%		\$31.98	\$34.00	\$36.00	\$38.03	\$40.05				
			1-Jan-14	0%		\$31.98	\$34.00	\$36.00	\$38.03	\$40.05				
			1-Jan-15	2%		\$32.62	\$34.68	\$36.72	\$38.79	\$40.86				
				<i>Effective DOS: reduced # of steps</i>				\$36.72	\$38.79	\$40.86				
				<i>Market wage adjustment DOS</i>	26-Oct-15		\$0.60	\$37.32	\$39.39	\$41.46				
							TLM Salary Fix	\$1.50	\$38.82	\$40.89	\$42.96			
					1-Jan-16	2%		\$38.07	\$40.18	\$42.36				
							TLM Salary Fix	\$1.50	\$39.57	\$41.68	\$43.86			
					1-Jan-17	2.5%		\$39.02	\$41.19	\$43.42				
							TLM Salary Fix	\$1.50	\$40.52	\$42.69	\$44.92			
					1-Jan-18	2.5%		\$40.00	\$42.22	\$44.51				
							TLM Salary Fix	\$1.50	\$41.50	\$43.72	\$46.01			

Sal Grade	Job Code	Job Title	Date	% increase	Salary Fix	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	
C59	T168	Operator HVDC (outside - SHIFT) <i>Effective DOS: Salary Fix</i>	1-Jan-13			\$27.08	\$28.78	\$30.50	\$32.17	\$33.85				
			1-Jan-14			\$27.08	\$28.78	\$30.50	\$32.17	\$33.85				
			1-Jan-15	2%		\$27.62	\$29.36	\$31.11	\$32.81	\$34.53				
			Salary Fix	\$0.75		\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75				
			Total	2%		\$28.37	\$30.11	\$31.86	\$33.56	\$35.28				
			1-Jan-16			\$28.17	\$29.95	\$31.73	\$33.47	\$35.22				
			Salary Fix	\$0.75		\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75				
			Total	2.5%		\$28.92	\$30.70	\$32.48	\$34.22	\$35.97				
			1-Jan-17			\$28.88	\$30.70	\$32.52	\$34.31	\$36.10				
			Salary Fix	\$0.75		\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75				
			Total	2.5%		\$29.63	\$31.45	\$33.27	\$35.06	\$36.85				
			1-Jan-18			\$29.60	\$31.47	\$33.33	\$35.17	\$37.00				
			Salary Fix	\$0.75		\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75				
Total			\$30.35	\$32.22	\$34.08	\$35.92	\$37.75							
C50	T235	Operator HVDC Senior (inside - SHIFT) <i>Effective DOS: reduce # of steps and calculate top step at 10% above Operator outside - moves to C92</i>	1-Jan-13			\$30.12	\$32.02	\$33.90	\$35.79	\$37.68				
			1-Jan-14			\$30.12	\$32.02	\$33.90	\$35.79	\$37.68				
			1-Jan-15	2%		\$30.72	\$32.66	\$34.58	\$36.51	\$38.43				
C92	T235	Operator HVDC Senior (Inside - SHIFT) <i>Salary fix effective DOS: top step 10% above top step of Operator HVDC (Outside shift)</i>	26-Oct-15			\$36.09	\$37.98							
			Salary Fix	\$0.75		\$ 0.75	\$ 0.75							
			Total			\$36.84	\$38.73							
			1-Jan-16	2%		\$36.82	\$38.74							
			Salary Fix	\$0.75		\$ 0.75	\$ 0.75							
			Total			\$37.57	\$39.49							
			1-Jan-17	2.5%		\$37.74	\$39.71							
			Salary Fix	\$0.75		\$ 0.75	\$ 0.75							
Total			\$38.49	\$40.46										
1-Jan-18	2.5%		\$38.69	\$40.70										
Salary Fix	\$0.75		\$ 0.75	\$ 0.75										
Total			\$39.44	\$41.45										
C93	T363	Operations Coordinator HVDC <i>New classification effective DOS (top step 10% above base Senior Operator HVDC inside)</i>	26-Oct-15	2%		\$39.70	\$41.78							
			1-Jan-16	2%		\$40.50	\$42.62							
			1-Jan-17	2.5%		\$41.52	\$43.68							
			1-Jan-18	2.5%		\$42.56	\$44.77							

Sal Grade	Job Code	Job Title	Date	% increase	Salary Fix	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
<i>This classification only - steps are in 6 month increments</i>													
C73	T017,T018	Power Line Technician App			Average	50%	55%	60%	65%	\$ 0.70	75%	80%	85%
	T019,T020,		01-Jan-15			\$17.92	\$19.71	\$21.50	\$23.29	\$25.08	\$26.87	\$28.66	\$30.46
	T021, T022,		01-Jan-16			\$18.58	\$20.44	\$22.30	\$24.15	\$26.01	\$27.87	\$29.73	\$31.59
	T023, T024												

Based on Average (Steps A & B) fully Certified Power Line Technician rates on Jan 1 of each year. Includes Grab & Go as achieved effective January 1 of each year. Legislation dictates no more than one increase every six months. Jan 17 and 18 rates will be developed once Grab & Go results are known.

Rates for FULL compliance of Grab and Go Program

C69	T094	Power Line Technician	1-Jan-13	0%		\$34.49	\$35.76						
	T096	Lineworker "A" Certified	1-Jan-14	0%		\$34.49	\$35.76						
			1-Jan-15	2%		\$35.18	\$36.48						
		Market wage adjustment DOS	26-Oct-15		\$0.60	\$35.78	\$37.08						
					TLM Salary Fix	\$1.50	\$37.28	\$38.58					
			1-Jan-16	2%		\$36.50	\$37.82						
					TLM Salary Fix	\$1.50	\$38.00	\$39.32					
		90% Compliance Grab & Go-12 months after DOS	26-Oct-16		\$0.55	\$37.05	\$38.37						
					TLM Salary Fix	\$1.50	\$38.55	\$39.87					
			1-Jan-17	2.5%		\$37.98	\$39.33						
					TLM Salary Fix	\$1.50	\$39.48	\$40.83					
		95% Compliance Grab & Go-18 months after DOS	26-Apr-17		\$0.25	\$38.23	\$39.58						
					TLM Salary Fix	\$1.50	\$39.73	\$41.08					
			1-Jan-18	2.5%		\$39.19	\$40.57						
					TLM Salary Fix	\$1.50	\$40.69	\$42.07					

Rates for PARTIAL compliance of Grab and Go Program

C69	T094	Power Line Technician	1-Jan-13	0%		\$34.49	\$35.76						
	T096	Lineworker "A" Certified	1-Jan-14	0%		\$34.49	\$35.76						
			1-Jan-15	2%		\$35.18	\$36.48						
		Market wage adjustment DOS	26-Oct-15		\$0.60	\$35.78	\$37.08						
					TLM Salary Fix	\$1.50	\$37.28	\$38.58					
			1-Jan-16	2%		\$36.50	\$37.82						
					TLM Salary Fix	\$1.50	\$38.00	\$39.32					
		90% Compliance Grab & Go-12 months after DOS	26-Oct-16		\$0.55	\$37.05	\$38.37						
					TLM Salary Fix	\$1.50	\$38.55	\$39.87					
			1-Jan-17	2.5%		\$37.98	\$39.33						
					TLM Salary Fix	\$1.50	\$39.48	\$40.83					
			1-Jan-18	2.5%		\$38.93	\$40.31						
					TLM Salary Fix	\$1.50	\$40.43	\$41.81					

Rates for NO compliance of Grab and Go Program

C69	T094	Power Line Technician	1-Jan-13	0%		\$34.49	\$35.76						
	T096	Lineworker "A" Certified	1-Jan-14	0%		\$34.49	\$35.76						
			1-Jan-15	2%		\$35.18	\$36.48						
		Market wage adjustment DOS	26-Oct-15		\$0.60	\$35.78	\$37.08						
					TLM Salary Fix	\$1.50	\$37.28	\$38.58					
			1-Jan-16	2%		\$36.50	\$37.82						
					TLM Salary Fix	\$1.50	\$38.00	\$39.32					
			1-Jan-17	2.5%		\$37.41	\$38.77						
					TLM Salary Fix	\$1.50	\$38.91	\$40.27					
			1-Jan-18	2.5%		\$38.35	\$39.74						
					TLM Salary Fix	\$1.50	\$39.85	\$41.24					

Sal Grade	Job Code	Job Title	Date	% increase	Salary Fix	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	
C86	T078	Equipment Operator <i>Effective DOS: 10% above Utility Worker (Previously Equipment Operator II)</i>	26-Oct-15	2%		\$22.09	\$23.15	\$24.30						
			1-Jan-16	2%		\$22.54	\$23.61	\$24.78						
	T086	Survey Assistant <i>(Previously Instrument Person II)</i>	1-Jan-17	2.5%		\$23.11	\$24.20	\$25.40						
			1-Jan-18	2.5%		\$23.69	\$24.81	\$26.04						
C88	T357	Equipment Operator CQ <i>(Previously Equipment Operator III)</i>	26-Oct-15	2%		\$25.52	\$26.73							
			1-Jan-16	2%		\$26.03	\$27.26							
	T140	Utility Tradesworker	1-Jan-17	2.5%		\$26.68	\$27.94							
	T356	Carpenter CQ <i>(Previously Carpenter Certified) (10% above Equipment Operator)</i>	1-Jan-18	2.5%		\$27.35	\$28.64							
Note: Must be CQ or Trade Certified														
C71	T242	Carpenter Certified <i>Effective DOS: moves to new wage structure, band C88, and reclassified to Carpenter CQ</i>	1-Jan-13	0%		\$23.26	\$24.55	\$25.83						
			1-Jan-14	0%		\$23.26	\$24.55	\$25.83						
			1-Jan-15	2%		\$23.73	\$25.04	\$26.35						
			Note: Must be CQ or Trade Certified											
C98	T355	Construction Electrician <i>(Previously Electrical Maintenance A) Effective April 10, 2015: Market Wage Adjustment</i>	1-Jan-15	2%		\$28.25	\$29.41	\$30.54						
			10-Apr-15			\$28.25	\$29.41	\$30.54	\$32.07					
			10-Apr-15	\$0.31		\$28.56	\$29.72	\$30.85	\$32.38					
			1-Jan-16	2%		\$29.13	\$30.32	\$31.47	\$33.03					
			1-Jan-17	2.5%		\$29.86	\$31.08	\$32.26	\$33.86					
			1-Jan-18	2.5%		\$30.61	\$31.86	\$33.07	\$34.71					
C99	T359	Lead Construction Electrician <i>(Previously Lead Electrician) (8% above Construction Electrician) Effective April 10, 2015: Market Wage Adjustment</i>	1-Jan-13	0%		\$29.10	\$30.72	\$32.34						
			1-Jan-14	0%		\$29.10	\$30.72	\$32.34						
			1-Jan-15	2%		\$29.68	\$31.34	\$32.99						
			10-Apr-15	\$0.31		\$30.84	\$32.10	\$33.32	\$34.97					
			1-Jan-16	2%		\$31.46	\$32.75	\$33.99	\$35.67					
			1-Jan-17	2.5%		\$32.25	\$33.57	\$34.84	\$36.57					
			1-Jan-18	2.5%		\$33.06	\$34.41	\$35.72	\$37.49					

Rates for FULL compliance of Grab and Go Program

C77	T131	Supervisor Transmission Line	1-Jan-13			\$36.88	\$39.18	\$41.47	\$43.77	\$46.06				
		Maintenance	1-Jan-14			\$36.88	\$39.18	\$41.47	\$43.77	\$46.06				
		(top step 15% above top of Crew Leader)	1-Jan-15	2%		\$37.62	\$39.96	\$42.30	\$44.65	\$46.99				
		Effective DOS: Reduced # of steps				\$42.30	\$44.65	\$46.99						
		Market wage adjustment DOS	26-Oct-15		\$0.60	\$42.90	\$45.25	\$47.59						
			TLM Salary Fix		\$1.50	\$44.40	\$46.75	\$49.09						
			1-Jan-16	2%		\$43.76	\$46.16	\$48.71						
			TLM Salary Fix		\$1.50	\$45.26	\$47.66	\$50.21						
		90% Compliance Grab & Go-12 months after DOS	26-Oct-16		\$0.55	\$44.31	\$46.71	\$49.26						
			TLM Salary Fix		\$1.50	\$45.81	\$48.21	\$50.76						
			1-Jan-17	2.5%		\$45.42	\$47.88	\$50.66						
			TLM Salary Fix		\$1.50	\$46.92	\$49.38	\$52.16						
		95% Compliance Grab & Go-18 months after DOS	26-Apr-17		\$0.25	\$45.67	\$48.13	\$50.91						
			TLM Salary Fix		\$1.50	\$47.17	\$49.63	\$52.41						
	1-Jan-18	2.5%		\$46.81	\$49.33	\$52.25								
	TLM Salary Fix		\$1.50	\$48.31	\$50.83	\$53.75								

Rates for PARTIAL compliance of Grab and Go Program

C77	T131	Supervisor Transmission Line	1-Jan-13			\$36.88	\$39.18	\$41.47	\$43.77	\$46.06				
		Maintenance	1-Jan-14			\$36.88	\$39.18	\$41.47	\$43.77	\$46.06				
		(top step 15% above top of Crew Leader)	1-Jan-15	2%		\$37.62	\$39.96	\$42.30	\$44.65	\$46.99				
		Effective DOS: Reduced # of steps				\$42.30	\$44.65	\$46.99						
		Market wage adjustment DOS	26-Oct-15		\$0.60	\$42.90	\$45.25	\$47.59						
			TLM Salary		\$1.50	\$44.40	\$46.75	\$49.09						
			Fix											
			1-Jan-16	2%		\$43.76	\$46.16	\$48.63						
			TLM Salary Fix		\$1.50	\$45.26	\$47.66	\$50.13						
		90% Compliance Grab & Go-12 months after DOS	26-Oct-16		\$0.55	\$44.31	\$46.71	\$49.18						
			TLM Salary Fix		\$1.50	\$45.81	\$48.21	\$50.68						
			1-Jan-17	2.5%		\$45.42	\$47.88	\$50.66						
			TLM Salary Fix		\$1.50	\$46.92	\$49.38	\$52.16						
			1-Jan-18	2.5%		\$46.56	\$49.08	\$51.92						
	TLM Salary Fix		\$1.50	\$48.06	\$50.58	\$53.42								

Rates for NO compliance of Grab and Go Program

C77	T131	Supervisor Transmission Line	1-Jan-13			\$36.88	\$39.18	\$41.47	\$43.77	\$46.06				
		Maintenance	1-Jan-14			\$36.88	\$39.18	\$41.47	\$43.77	\$46.06				
		(top step 15% above top of Crew Leader)	1-Jan-15	2%		\$37.62	\$39.96	\$42.30	\$44.65	\$46.99				
		Effective DOS: Reduced # of steps				\$42.30	\$44.65	\$46.99						
		Market wage adjustment DOS	26-Oct-15		\$0.60	\$42.90	\$45.25	\$47.59						
			TLM Salary		\$1.50	\$44.40	\$46.75	\$49.09						
			Fix											
			1-Jan-16	2%		\$43.76	\$46.16	\$48.71						
			TLM Salary Fix		\$1.50	\$45.26	\$47.66	\$50.21						
			1-Jan-17	2.5%		\$44.87	\$47.37	\$49.94						
			TLM Salary Fix		\$1.50	\$46.37	\$48.87	\$51.44						
			1-Jan-18	2.5%		\$46.00	\$48.55	\$51.19						
			TLM Salary Fix		\$1.50	\$47.50	\$50.05	\$52.69						

Sal Grade	Job Code	Job Title	Date	% increase	Salary Fix	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
C72	T037	Technical Assistant II <i>Effective DOS: classification is eliminated and moves to Senior Technician grouping, band C95</i>	1-Jan-13	0%		\$30.47	\$32.79	\$35.19	\$37.00	\$38.93			
			1-Jan-14	0%		\$30.47	\$32.79	\$35.19	\$37.00	\$38.93			
			1-Jan-15	2%		\$31.08	\$33.45	\$35.89	\$37.74	\$39.71			
C94	T398	Technician											
	T364	Civil	26-Oct-15	0%		\$26.38	\$28.80	\$31.23	\$33.65	\$36.07			
	T365	Electrical	1-Jan-16	2%		\$26.91	\$29.38	\$31.85	\$34.32	\$36.79			
	T366	Forestry	1-Jan-17	2.5%		\$27.58	\$30.12	\$32.65	\$35.18	\$37.71			
	T367 T368	Instrumentation & Controls Survey <i>Effective DOS: Combination of previous Tech I, Tech II & Tech Assistant I</i>	1-Jan-18	2.5%		\$28.27	\$30.87	\$33.47	\$36.06	\$38.65			
C95	T371	Senior Technician	26-Oct-15			\$37.01	\$39.68						
	T369	Civil	1-Jan-16	2%		\$37.75	\$40.47						
	T246	Electrical	1-Jan-17	2.5%		\$38.70	\$41.48						
	T262	Thermovision & Line Inspection Supervisor	1-Jan-18	2.5%		\$39.67	\$42.52						
	T372 T302	Vegetation Management Supervisor Work Planner <i>(10% above Technician) (Previously Technical Assistant II)</i>											
C67	T232	Apprentice Power System Technician <i>Effective DOS: moves to Technician grouping, band C89</i>	1-Jan-13	0%		\$20.78	\$23.19	\$25.87	\$28.89				
			1-Jan-14	0%		\$20.78	\$23.19	\$25.87	\$28.89				
			1-Jan-15	2%		\$21.20	\$23.65	\$26.39	\$29.47				
C89	T233	Technician Power System Technician	26-Oct-15			\$26.38	\$28.98	\$31.59	\$34.19	\$36.79	\$38.26		
	T358	Protection & Control Tech <i>(was Relay)</i>	1-Jan-16	2%		\$26.91	\$29.56	\$32.22	\$34.87	\$37.53	\$39.03		
	T388	Telecom Technician	1-Jan-17	2.5%		\$27.58	\$30.30	\$33.03	\$35.74	\$38.47	\$40.01		
			1-Jan-18	2.5%		\$28.27	\$31.06	\$33.86	\$36.63	\$39.43	\$41.01		

Note: PST cannot progress to Step E unless fully certified
Note: Protection & Control and Telecom cannot progress to Step F until successful completion of qualifications task list

Sal Grade	Job Code	Job Title	Date	% increase	Salary Fix	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
C90		Technician Senior	26-Oct-15			\$40.47	\$42.09						
	T058	Senior Power System Technician	1-Jan-16	2%		\$41.28	\$42.93						
	T360	Senior Protection & Control Tech <i>(was Relay)</i>	1-Jan-17	2.5%		\$42.32	\$44.01						
	T243	Senior Telecom Technician <i>Effective DOS: 10% above top of Technician Certified</i>	1-Jan-18	2.5%		\$43.37	\$45.11						
C97		Supervisor Technician	26-Oct-15			\$46.54	\$48.40						
	T144	Supervisor Power System Technician	1-Jan-16	2%		\$47.48	\$49.37						
	T361	Supervisor Protection & Control Tech <i>(was Relay)</i>	1-Jan-17	2.5%		\$48.66	\$50.61						
	T249	Supervisor Telecom Technician <i>Effective DOS: 15% above Senior Technician Power System, Protection & Control and Telecom</i>	1-Jan-18	2.5%		\$49.88	\$51.87						
C82	T279	Technical Specialist	1-Jan-13	0%		\$34.77	\$36.60	\$38.52	\$40.54	\$42.68			
	T251	Protection & Control <i>(was Relay)</i>	1-Jan-14	0%		\$34.77	\$36.60	\$38.52	\$40.54	\$42.68			
	T252	Telecom	1-Jan-15	2%		\$35.47	\$37.33	\$39.29	\$41.35	\$43.53			
	T095	Transmission Lines	26-Oct-15			\$35.47	\$37.33	\$39.29	\$42.09	\$43.77			
	T278	Transmission Terminals <i>(4% above Senior Technician)</i>	1-Jan-16	2%		\$36.18	\$38.08	\$40.08	\$42.93	\$44.65			
				1-Jan-17	2.5%		\$37.09	\$39.03	\$41.08	\$44.01	\$45.77		
			1-Jan-18	2.5%		\$38.02	\$40.01	\$42.11	\$45.11	\$46.91			

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.

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 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_IN-TRAINING/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 re-graded 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" HEALTH & SAFETY STANDARDS

Introduction:

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

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

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

Standard

1. Scheduled Outages/Planned Work

- 1.1 Where a scheduled outage/planned work is planned to be 7 days or less in duration, hours of work may be a maximum of 14 hours in a 24 hour period.
- 1.2 Scheduled outages/planned work of greater than 7 days in duration shall be arranged so that employees' daily hours of work are no more than 12 hours in a 24 hour period.
- 1.3 Where unforeseen circumstances arise during the course of the work that prevents its completion, the final period of work may extend to a maximum of 20 hours in a 24 hour period with management approval. This approval must be requested immediately upon discovery of the issues that necessitate the request. All other periods of work will be subject to Section 2.4.

2. Emergency Restorations/Repair

- 2.1 For emergency restorations or repair, and with management approval, the initial period of work may extend to 20 hours in a 24 hour period. Rest periods shall be a minimum of 8 consecutive hours.
 - 2.2 Subsequent to the initial period of work, work periods shall not exceed 14 hours in a 24 hour period, and for not more than 7 successive days.
 - 2.3 Should the restoration/repair work continue into subsequent weeks, periods of work will be reduced to 12-hours in a 24 hour period.
 - 2.4 In the case of either 12 or 14-hour periods of work, an additional 2 hours may be worked where a job may be completed or brought to a logical and safe stage of completion within the 2-hour period.
-

3 On Call/ Call-outs

- 3.1 Hours spent working as a result of call-outs shall be subject to the same limitations as specified in Section 2.
- 3.2 In addition to the requirements above, during the normal work week (i.e. Monday to Friday) when an employee has worked less than 14 hours in a 24 hour period, but has not received a rest period of at least 4 consecutive hours in the 8 hours immediately preceding their normal scheduled hours of work for that day, they will be required to have a 4 hour period of rest before returning to their scheduled hours of work.
- 3.3 In the case of weekends or holidays, and again in addition to the requirements above, every employee will be required to have a rest period of a minimum of 4 consecutive hours in each 24 hour period.

4 Day of Rest

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

5 Exceptional Circumstances

In keeping with the responsibilities defined within NB Power's Corporate Governance Manual, the President and CEO may, under exceptional circumstances, temporarily modify the requirements of this Standard in consideration of the overall safety of the employees, the power system, and the citizens of New Brunswick.

Reference:

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

APPENDIX “H” ADJUST OF TIME WHEN ASSIGNED TO NON-SHIFT

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

- a) When assigned to work non-shift for any portion of a cycle, the adjustment will be made at the ECC level. The total number of regular hours to be scheduled during the thirty-five (35) day period will be one hundred and sixty-eight (168) hours. Any paid holidays which occur during the non-shift period will be celebrated by the employee and will be considered as time worked. There is no requirement for any vacation adjustment in this case.
- b) When assigned to work non-shift for a full cycle, the adjustment will be made by the Compensation Department. The employee will work on the basis of forty (40) hours per week. Any paid holidays which occur during the non-shift period will be celebrated by the employee and will be considered as time worked. Vacation credits will be applicable on the basis of the employee's years of entitlement.
- c) When the assignment to non-shift is for a duration longer than one full cycle, the adjustment will be made at the ECC level for any combination of shift and non-shift during a cycle as per a) above, and the Compensation Department will make the adjustment for all complete cycles of non-shift assignment as per b) above.

APPENDIX "I" ENGINEERING CRITERIA

PROFESSIONAL ENGINEER/ SCIENTIST CRITERIA

	ENG I & II	ENG III	Technical Specialist	Sr. Technical Spec	Technical Advisor/Supervisor	Sr. Technical Advisor
	ENG I & II	ENG III	ENG IV	ENG V	SR ENG I	SR ENG II
	Or SCIENTIST I&II	Or SCIENTIST III	Or SCIENTIST IV	Or SCIENTIST V	Or SR SCIENTIST II	Or SR SCIENTIST II
<p>DUTIES</p> <p>ENG I & II, and III represent the range from new graduate with minimal experience to one on threshold of first professional level (IV).</p>	<p>Receives training in the various phases of office, plant, field, or laboratory engineering work as classroom instruction or "on the job" assignments. Tasks assigned include preparation of simple plans, designs, calculations, costs and bills of material in accordance with established codes, standards, drawings or other specifications. May carry out routine technical surveys or inspections and prepare reports.</p>	<p>Normally regarded as a continuing portion of an engineer's training and development.</p> <p>Receives assignments of limited scope and complexity, usually minor phases of broader assignments. Uses a variety of standard engineering methods and techniques in solving problems. Assists more senior engineers in carrying out technical tasks requiring accuracy in calculations, completeness of data and adherence to prescribed testing analysis, design or computation methods.</p>	<p><u>This is typically regarded as a fully qualified professional engineering level.</u> Carries out responsible and varied engineering assignments requiring general familiarity with a broad field of engineering and knowledge of reciprocal effects of the work upon other fields. Problems usually solved by use of a combination of standard procedures, modifications of standard procedures or methods developed in previous assignments. Participates in planning to achieve prescribed objectives.</p>	<p><u>This is typically the first level of direct and sustained supervision of other professional engineers OR the first level of full specialization.</u> Requires application of mature engineering knowledge in planning and conducting projects having scope for independent accomplishment and coordination of difficult and responsible assignments. Assigned problems make it necessary to modify established guides, devise new approaches, apply existing criteria in new ways, and draw conclusions from comparative situations.</p>	<p><u>Usually requires knowledge of more than one field of engineering OR performance by an engineering specialist in a particular field of engineering.</u> Participates in short and long range planning, makes independent decisions on work methods and procedures within an overall program. Originality and ingenuity are required for devising practical and economical solutions to problems. May supervise large groups containing both professional and nonprofessional staff OR may exercise authority over a small group of highly qualified professional personnel engaged in complex technical applications.</p>	<p><u>Usually responsible for an engineering administrative function, directing several professional and other groups engaged in interrelated engineering responsibilities OR as an engineering consultant, achieving (through demonstrated superior technical proficiency) recognition as an authority in an engineering field of major importance to the organization.</u> Independently conceives programs and problems to be investigated. Participates in discussion determining basic operating policies, devising ways of reaching program objectives in the most economical manner and of meeting any unusual conditions affecting work progress.</p>
<p>RECOMMENDATIONS, DECISIONS, AND COMMITMENTS</p>	<p>Few technical decisions called for and these will be of a routine nature with ample precedent or clearly defined procedures as guidance.</p>	<p>Recommendations limited to solution of the problem rather than end results. Decisions made are normally within established guidelines.</p>	<p>Makes independent studies, analyses, interpretations and conclusions. Difficult, complex or unusual matters or decisions are usually referred to more senior authority.</p>	<p>Recommendations reviewed for soundness of judgment but usually accepted as technically accurate and feasible.</p>	<p>Makes responsible decisions not usually subject to technical review on all matters assigned except those involving large sums of money or long range objectives. Takes courses of action necessary to expedite the successful accomplishment of assigned projects.</p>	<p>Makes responsible decisions on all matters including the establishment of policies and expenditures of large sums of money and/or implementation of major programs subject only to overall company policy and financial controls.</p>

PROFESSIONAL ENGINEER/ SCIENTIST CRITERIA						
			Technical Specialist	Sr. Technical Spec	Technical Advisor	Sr. Technical Advisor
	ENG I & II	ENG III	ENG IV	ENG V	SR ENG I	SR ENG II
	Or SCIENTIST I&II	Or SCIENTIST III	Or SCIENTIST IV	Or SCIENTIST V	Or SR SCIENTIST II	Or SR SCIENTIST II
SUPERVISION RECEIVED	Works under close supervision. Work is reviewed for accuracy and adequacy and conformance with prescribed procedures.	Duties are assigned with detailed oral and occasionally written instructions as to methods and procedures to be followed. Results are usually reviewed in detail and technical guidance is usually available.	Work is not generally supervised in detail and amount of supervision varies depending upon the assignment. Usually technical guidance is available to review work programs and advise on unusual features of assignment.	Work is assigned in terms of objectives, relative priorities and critical areas that impinge on work of other units. Work is carried out within broad guidelines but informed guidance is available.	Work is assigned only in terms of broad objectives to be accomplished and is reviewed for policy, soundness of approach and general effectiveness.	Receives minimal managerial direction. Receives administrative direction based on organization policies and objectives. Work is reviewed to ensure conformity with policy and coordination with other functions.
LEADERSHIP AUTHORITY AND/OR SUPERVISION EXERCISED	May assign and check work of one to five technicians or helpers.	May give technical guidance to one or two junior engineers or technicians assigned to work on a common project.	May give technical guidance to engineers of less standing or technicians assigned to work on a common project. Supervision over other engineers is not usually a regular or continuing responsibility.	Assigns and outlines work; advises on technical problems, reviews work for technical accuracy and adequacy.	Outlines more difficult problems and methods of approach. Coordinates work programs and directs use of equipment and material.	Reviews and evaluates technical work, selects, schedules and coordinates to attain program objectives and/or as an administrator makes decisions concerning selections, training, rating, discipline and remuneration of staff.
GUIDANCE TO ENTRANCE QUALIFICATIONS	Bachelor's degree in Engineering or Related Science or its equivalent with little or no practical experience. Professional Engineers are required to be eligible to become a Registered Professional Engineer in Good Standing.	Bachelor's degree in Engineering or Related Science or its equivalent normally with four years working experience from the graduation level. Professional Engineers are required to achieve Registered Professional Engineering Certification before moving to level IV.	Bachelor's degree in Engineering or Related Science or its equivalent, normally with a minimum of six years related working experience from the graduation level. Professional engineers must have achieved Registered Professional Engineering Certification.	Bachelor's degree in Engineering or Related Science or its equivalent, normally with a minimum of eight years of experience in the field of specialization from the graduation level.	Bachelor's degree in Engineering or Applied Science or its equivalent <u>normally</u> with a minimum of nine to twelve years of engineering and/or administrative experience from the graduation level.	Bachelor's degree in Engineering or Applied Science or its equivalent with broad engineering experience including responsible administrative duties.

PROFESSIONAL ENGINEER/ SCIENTIST CRITERIA

PROFESSIONAL ENGINEER/ SCIENTIST CRITERIA						
<u>SALARY TREATMENT</u>						
Collective Agreements for <ul style="list-style-type: none"> • Nuclear • DCS • Transmission 	Eng. I Step A – no experience Step B – 1 year experience or Masters’ degree counted as 1 year experience Eng. II Step C – 2 years experience Step D – 3 years experience	Eng. III Step E – 4 years experience Step F – 5 years experience	Eng. IV Step G – 6 years of experience and MUST hold a P.Eng designation or remain at Step F of the Eng. III Level			
Collective Agreements for <ul style="list-style-type: none"> • Generation 	Eng. I Step A - no experience Step B – 1 year experience or Masters’ degree counted as 1 year experience Step C – 2 years experience Eng. II Step D – 3 years experience Step E – 4 years experience	Eng. III Step F – 5 years experience Step G – 6 years experience	Eng. IV Step H – 7 years experience and MUST hold a P.Eng. designation or remain at Step G of the Eng. III Level Step I – 8 years experience			

APPENDIX “J” LETTERS OF AGREEMENT

GENERAL

CODE OF EXCELLENCE.....	122
CONTINUATION OF LOA FOR INDIVIDUAL EMPLOYEES.....	123
POTENTIAL MERGING OF TRANSMISSION AND DISTRIBUTION & CUSTOMER SERVICE OPERATIONAL GROUPS TO ONE COLLECTIVE AGREEMENT.....	124
REINSTATEMENT OF SHORT TERM SICK LEAVE BENEFITS.....	125
RETIREMENT ALLOWANCE	127

WAGES / COMPENSATION

NERC CERTIFICATION – PSO’S & ENERGY COORDINATORS.....	129
PAYMENT OF TIME / EXPENSES – CORP HEALTH / SAFETY MTGS.....	130
PLT AND RELATED CLASSIFICATIONS WAGE RATE MARKET ADJUSTMENTS.....	131

JOB OPPORTUNITIES

CHANGES TO THE INTERNAL STAFFING PROCESS.....	134
TERM SEASONAL EMPLOYEES – REHIRING AS CASUAL EMPLOYEES.....	135

LINETRADE

APPRENTICES ATTENDING TRAINING SCHOOL	136
EMERGENCY RESTORATION – IN AND/OR OUT OF PROVINCE.....	137
POWER LINE TECHNICIAN APPRENTICESHIP PROGRAM.....	140
RELOCATION FOR APPRENTICE PLT’S/TEMPORARY HEADQUARTERS.....	142
RETENTION BONUS FOR POWER LINE TECHNICIANS.....	143

SENIORITY AND LAYOFF

LAYOFF PROVISIONS – PREVIOUS COLLECTIVE AGREEMENT.....	145
--	-----

WORKING CONDITIONS

ARC RATED CLOTHING FOR DESIGNATED EMPLOYEES – REVISED.....	146
ARC RATED CLOTHING FOR DESIGNATED EMPLOYEES.....	150
CONTROLLED SUBSTANCE & ALCOHOL TESTING POLICY.....	154
PASSPORTS – ST. STEPHEN AND AROOSTOCK	155

OTHER

INCLUSION OF UNION SUMMARY WITH COLLECTIVE AGREEMENT.....	156
---	-----



Energie NB Power

January 21, 2016

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 Distribution Customer Service and Transmission Bargaining teams 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

January 21, 2016
Date

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

Jan 21 / 2016
Date

Cc: C. Riley



Énergie NB Power

January 21, 2016

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

Dear Ross:

Re: Continuation of Letters of Agreement for Individual Employees

While reviewing the letters of agreement to include with the new Collective Agreement, we determined that there are a number of letters which affect individuals that should be continued during the life of this agreement.

While these letters will not be included in the printed copy of the Collective Agreement for reasons of confidentiality, the parties have agreed that they will remain in effect. Local 37 and the Employer have signed a letter of agreement to that effect documenting a list of the letters with copies of the letters attached.

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

January 21, 2016
Date

Jan 21/2016
Date

Cc: C. Riley



Énergie NB Power

January 21, 2016

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

Dear Ross:

Re: Letter of Intent – To Explore Options for the Potential Merging of Transmission Operational and Distribution & Customer Service Operational Groups to One Collective Agreement

During negotiations for a new Collective Agreement, the NB Power Transmission Bargaining team discussed the significant parallels between the Transmission Operational Group Collective Agreement and the Distribution & Customer Service Operational Group Collective Agreement. These discussions included similarities in technical and non-technical roles, classifications, working conditions, employee benefits, travel etc.

As part of these discussions it was recognized there has been considerable organizational and structural changes within NB Power over the past number of years in order to better meet the needs of our customers and these changes will most likely continue. As a result the bargaining team acknowledged the value that consistent terms and working conditions have for employees and the benefits of removing the barriers for employees to move between the groups without experiencing a loss of bargaining benefits.

As a result, the Employer and the Union have agreed to establish a joint sub-committee beginning in 2016 to begin work on this initiative to explore options and identify barriers for the potential merging of the Transmission and Distribution Customer Service Collective Agreements during 2019 negotiations.

Please signify your agreement by signing as indicated below.

Yours truly,

Sherry Thomson
Chief Human Resources Officer

January 21, 2016

Date

Cc: C. Riley

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

Jan 21 / 2016

Date



Énergie NB Power

January 21, 2016

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

Dear Ross:

Re: Letter of Agreement – Reinstatement of Short Term Sick Leave Benefits

To be aligned with the Employment Insurance Premium Reduction Program in which NB Power participates and for consistency across the bargaining units, Corporate Wellness has reviewed the process for reinstating short term sick leave for employees who have exhausted their entitlement to these benefits (currently 15 weeks).

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

Please signify your agreement by signing as indicated below.

Yours truly,

Sherry Thomson
Chief Human Resources Officer

January 21, 2016
Date

Cc: C. Riley

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

Jan 21 / 2016
Date

Appendix "A"

Time Codes

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

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

Note: This chart does not include all time codes

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

**Exception: Reason Code SDO (Scheduled Day Off) will be considered productive for those working alternate schedules.

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

****Part-time and Term Seasonal Employees: Short term sick leave will be managed manually by the Wellness department. An employee who has been coded as productive for 30 consecutive calendar days will receive reinstatement of prorated short term sick leave.



Énergie NB Power

January 21, 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 Transmission 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 January 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 January 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.

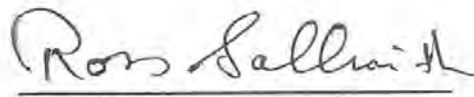
Please signify your agreement by signing as indicated below.

Yours truly,



Sherry Thomson
Chief Human Resources Officer

January 21, 2016
Date



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

Jan 21 / 2016
Date

Cc: C. Riley



Énergie NB Power

Transport Transmission

April 8, 2008

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

Dear Claude:

RE: NERC Certification – Power System Operators & Energy Coordinators

In addition to the compensation provided in an earlier letter of agreement (October 4, 1999), the Parties have agreed to the following as compensation for the continuing requirement that employees in the Power System Operator (PSO) classification obtain and maintain NERC certification:

- NB Power agrees to pay the registration fee for the NERC certification exam and if travel is required to write the exam, expenses will be paid in accordance with the collective agreement in effect at that time;
- Upon successful completion of the NERC certification exam employees will be entitled to a lump sum payment of \$500.00 if successful on the first attempt. Successful completion on the second attempt, the employee receives \$250.00. There will be no payment if an employee requires a third attempt to complete the exam;
- To recognize the requirement for ongoing training for an employee to maintain their certification, the Employer will provide a one time payment of \$250.00 to employees who are certified;
- If an employee does not successfully complete the NERC certification process or any further requirements to remain NERC certified, and is removed from the position of PSO, the employer has no obligation to find other employment for the employee. However, if the employee is successful in obtaining another position, article 8.01 (d) of the collective agreement will apply where that position has a lower maximum salary and if the employee is required to relocate, the corporate relocation policy will apply.

Please signify your agreement by signing as indicated below.

Yours truly,

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

Claude Richard
Assistant Business Manager
I.B.E.W., Local 37

cc C. Murray
R. Stairs



Énergie NB Power

January 21, 2016

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

Dear Ross:

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

NB Power and IBEW Local 37 agree that NB Power will pay the salaries, excluding any overtime, and expenses for three designated employee representatives or their alternates to attend regular Corporate Health & Safety Meetings.

Time is to be coded as Paid with Permission (PDP) – Code 70 with a notation that they were attending the Corporate Health & Safety Meeting. Expenses are to be submitted on an expense claim with attached receipts as per Corporate Policy.

If an alternate for an employee representative is an employee of IBEW, or if an alternate is replacing a union representative (normally the Business Manager or Assistant Business Manager), the Union will cover time and expenses in this instance.

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

January 21, 2016
Date

Jan 21 / 2016
Date

Cc: C. Riley



Énergie NB Power

January 21, 2016

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

Dear Ross:

**Re: PLT and Related Classifications Wage Rate Market Adjustments
Distribution Customer Service & Transmission – “Grab and Go”**

During negotiations for a new Collective Agreement, the Transmission Bargaining team discussed the issue of PLT wage rates compared to other Canadian Utilities. In addition there was significant time spent discussing shared concerns relative to the perception of the amount of time employees spend at local coffee and eating establishments during work hours and the loss of productive time this causes.

It was recognized by both parties that these issues have caused a negative public perception towards NB Power and have had a detrimental effect on our ability to meet production targets, adhere to our schedule for planned work and reduce unnecessary overtime.

Considering the importance of these issues to the future of NB Power, the parties have agreed to additional wage adjustments to the PLT base wage rate. Some of these adjustments will only be placed in effect conditionally, providing specific targets are met and sustained with acceptance of a “grab and go” standard for breaks and lunch time.

Storm restoration conditions are not considered normal work conditions and therefore will not be included in the “Grab and Go” standard compliance measures.

The expectations going forward will be:

- *Employees on the way to or from the job site are permitted to use the local drive through or leave the vehicle to walk-in and pick up coffee/snack to go;*
- *Under normal working conditions (employees normal hours of work) employees are expected to bring a lunch with them to consume at the job site during their ½ hour lunch break;*
- *In unique situations where an employee is unable to bring a lunch from home it is acceptable to stop at a local convenience store or take-out restaurant to purchase lunch items to be consumed at the job site;*

- *When the completion of work occurs earlier than planned - employees / crews are expected to contact their Foreman or Superintendent to identify additional work to ensure time at work is productive;*
- *Should the Foreman or Superintendent not be available at the time to assign additional work it is acceptable for the employees / crews to return to their headquarters for the assignment of additional work;*
- *Leads are expected to model these behaviors while positively coaching employees and crew members to adopt the “grab and go” standard as part of their regular practice;*
- *The Employer supports regular accessibility for washroom breaks when necessary.*

Measuring these expectations will include but are not limited to the following:

- *Where practical each Operating Center will identify a union member to participate in random spot checks with an area Crew Lead, Foreman, Operations Superintendent, Manager;*
- *Other methods of reporting will be included in the weekly and monthly statistics providing a record of the observation is provided and maintained;*
- *Regular site visits / audits / spot checks – local information will be shared during the weekly huddle;*
- *Provincial and local statistics will be shared on a regular basis (monthly);*
- *Toughbooks are to be logged on before leaving the compound in the a.m., if employees experience problems logging on they are to contact the helpdesk and notify their Supervisor.*

Required compliance and outcomes:

- *Employees who are not in compliance with the expectations will be entitled to two (2) coaching sessions – if employee compliance is not achieved the positive discipline process will be initiated;*
- *Providing compliance of the “grab and go” standard is achieved, the PLT base wage rate will be increased by a market adjustment of \$0.55, commencing twelve (12) months following the signing of this letter of agreement – the acceptable compliance measure is 90%;*
- *For example currently 90% of Distribution Customer Service classifications would be compliance of 254 employees out of 282;*
- *For example currently 90% of Transmission classifications covered would be compliance of 32 employees out of 36;*
- *Providing compliance of the “grab and go” standard is sustained and improved to a compliance measure of 95% at eighteen (18) months after signing of this letter of agreement, the base rate of the PLT will be increased by a market adjustment of an additional \$0.25;*
- *For example currently 95% of Distribution Customer Service classifications would be compliance of 267 employees out of 282;*
- *For example currently 95% of Transmission classifications would be compliance of 34 employees out of 36;*

- If the twelve (12) month or eighteen (18) month target is not met the Employer will postpone cancellation of this initiative for six (6) months in order to provide an opportunity for a focused recovery effort and a second opportunity to reach the identified compliance measures;
- If following the additional six (6) month recovery period the compliance measure is not met this initiative will be cancelled and there will be no other opportunity to apply these market adjustments throughout the life of this contract.

Employer commitment:

- Weather permitting and when practical, the Employer will make an effort to arrange portable toilets at the job site or close to the job site for convenience for jobs planned longer than two (2) days;
- Management will continue to work with planning to improve future work loading.

All classifications benefitting from these wage rate adjustments are subject to the conditions of this letter. This includes all employees within Transmission who are performing or supervising linetrade work (Lineworker "A" Certified, Power Line Technician, Crew Leader, Supervisor Transmission Line Maintenance) and Distribution Customer Service classifications built on the base wage rate of the PLT including Powerline Designer, Project Engineering Assistant, Lead Power Line Technician, Customer Service Representative and General Foreman.

The parties to this agreement recognize and share a commitment to ensure this initiative is successful for both the Employer and affected IBEW members.

Please signify your agreement by signing as indicated below.

Yours truly,



Shery Thomson
Chief Human Resources Officer

January 21, 2016
Date



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

Jan 21 / 2016
Date

Cc: C. Riley



Énergie NB Power

May 4, 2012

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

Dear Ross:

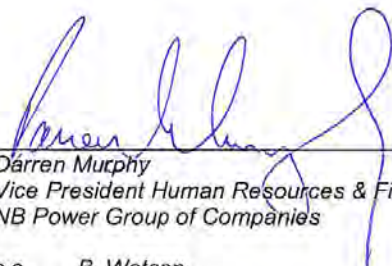
RE: Changes to the Internal Staffing Process

As part of the restructuring of the internal staffing process, a modification to the internal staffing posting method has been recommended as a result of constructive feedback from employees. Our initial practice was to post internal staffing opportunities on the same day each week and provide employees with an e-mail reminder to review MyInfoWeb regularly. The intention was to remind employees for a period of three months while they became accustomed to regularly reviewing MyInfoWeb.


Feedback has indicated that this practice has proven ineffective and therefore Human Resources have agreed to alter this portion of the process. In the spirit of our partnership with IBEW Local 37 and our mutual interest of modifying and enhancing the internal staffing process as per our letter of commitment in July 2011, we have agreed that notification of internal staffing postings will occur only when an employment opportunity is available. Notice will be sent to all employees indicating that a new internal staffing opportunity has been posted on MyInfoWeb the day of the posting with the classification of the employment opportunity identified in the subject line of the e-mail. This modification will result in Human Resources having the ability to post staffing opportunities any day of the week. As previously agreed internal staffing postings will continue to remain open for a minimum of ten (10) days.

NB Power Corporation and / or IBEW will provide thirty (30) days notice upon the cancellation of this agreement.

Please signify your agreement by signing as indicated below.



Darren Murphy
Vice President Human Resources & Finance
NB Power Group of Companies



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

c.c. B. Watson
C. Riley
L. Clark

November 4, 2002

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

Dear Ross:

RE: Term Seasonal Employees – Rehiring as Casuals Employees

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

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

Please signify your agreement by signing as indicated below.

Yours truly,



Susan A. Currie
Director, Labour Relations

cc A. Allen

K. Roherty



Ross Galbraith
Assistant Business Manager



Énergie NB Power

January 10, 2005

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

Dear Wade:

RE: Apprentices Attending Training School

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

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

Please signify your agreement by signing as indicated below.

Yours truly,

Susan A. Currie
Director, Labour Relations

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

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



Énergie NB Power

Consolidates LOA's previously dated:

- June 18, 2004 – Assigning Resources during Storms
- December 14, 2006 – Emergency Restoration of Power/Neighboring Utilities Out of Province Assignment of Employees in the Linetrade
- May 22, 2007 – Working Conditions / Out of Province Storm Restoration
- April 8, 2009 – TRANSCO Employees Working for Neighboring Utilities

January 21, 2016

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

Dear Ross:

Re: Emergency Restoration – In and/or Out of Province

During review of the former Collective Agreement four (4) separate Letters of Agreement were identified covering emergency restoration of power both in and out of Province. In an effort to simplify and consolidate this language this new Letter of Agreement will replace all former letters and applies to all unionized employees required to work out of province to restore power in the event of an emergency:

Assigning Resources during Storms

- Once Operations Services identifies that crews may be required for emergency restoration, Supervisors will discuss potential needs with employees and seek interested volunteers;
- The Union has agreed that if crews are not required there will be no stand-by pay for these situations;
- Volunteers will be required to provide a contact number where they can be reached outside of normal hours of work;
- If an employee cannot be reached or is no longer available the Employer will move to the next employee on the list;
- Where employees are not considered on stand-by, no negative consequences will result should an employee no longer be available or cannot be reached;
- In situations where the Employer is unable to identify a sufficient number of volunteers, employees may be required to participate in restoration efforts in accordance with the terms of the Collective Agreement.

Employer Mobile Communication Devices

- Cell phones may be provided for work-related communication;
- Employees may initiate or receive personal phone calls on the Employer owned cell phone for up to fifteen (15) minutes per day while they are working or travelling out of province;
- Employees will reimburse the Employer for any additional charges for personal calls.

Meals and Other Incidental Expenses

The following is full compensation for meals and incidental expenses while travelling and working outside of the province for emergency restoration of power for other utilities:

- Employees are entitled to a \$50 per diem allowance each day working or travelling outside of the province;
- \$20 will be paid in local currency each day, the remaining \$30 per day (in Canadian currency) will be submitted as an expense claim once they have returned to their operating center;
- The Employer will make every effort to ensure that employees are provided with a hot, sit-down meal before the workday begins and at the end of the workday;
- Food will be provided during the workday for lunch and breaks, this may consist of sandwiches, fruit, soft drinks and snack items;
- No other payments for meals and/or incidental expenses will be made.

Working Conditions / Out of Province Storm Restoration

- NB Power's Coordinator and Supervisors travelling with crews will be provided with credit cards to pay for employee expenses (accommodations, meals and fuel for vehicles);
- While working in other jurisdictions, employees will comply with NB Power's Safety Standards, including safe hours of work;
- NB Power's operations coordinator will be the point of interaction with the host utility and providing a travel plan to and from other jurisdictions;
- Travel plans (particularly involving border crossings) will not be deviated from without the coordinator's approval;
- Day to day oversight and direction of the work is the responsibility of the Supervisors travelling with the crews, the Supervisor will deal with the same issues that they are responsible for under normal operating conditions (hours of work, payment of expenses, Collective Agreement compliance, performance, enforcement of health and safety rules and compliance with standards, etc.);
- Accommodations are normally provided by the host utility and when accommodation is provided in hotels or motels, employees should expect they may be required to double up, having two employees per room;
- During storm conditions there is no guarantee that preference for a non-smoking or smoking room can be provided;

- *Where practical an effort will be made to pair up smokers and non-smokers, when impossible and a non-smoking employee must share a room with a smoker, the employee who smokes will not be permitted to smoke in the room, even if the hotel has designated it as a smoking room.*

NB Power retains the right to assign employees to provide emergency power restoration to other utilities. As per Article 10.09 of the Collective Agreement volunteers will continue to be sought prior to selecting employees for such efforts.

Under normal operating conditions employees will continue to be accommodated in individual rooms. The only deviation from this might occur in an emergency situation where single accommodation is not available.

Please signify your agreement by signing as indicated below.

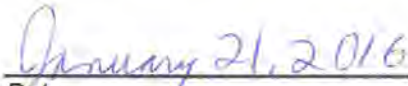
Yours truly,



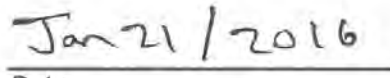
Sherry Thomson
Chief Human Resources Officer



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



Date



Date

Cc : C. Riley

April 17, 2002


Énergie NB Power

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

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

Dear Mr. Cole:

RE: Power Line Technician Apprenticeship Program

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

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

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

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

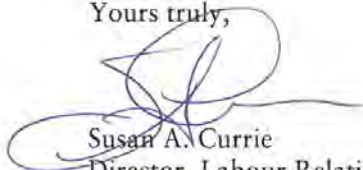
/ ... 2

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

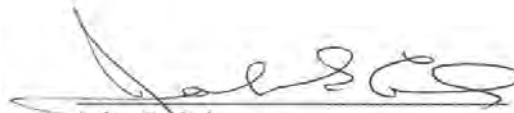
3. Where there is any conflict between this agreement and the terms of the collective agreement between the parties, this agreement will prevail.

Please signify your agreement as indicated below.

Yours truly,



Susan A. Currie
Director, Labour Relations



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

February 8, 2010



Énergie NB Power

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

Dear Ross:

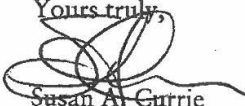
RE: Relocation for Apprentice PLTs/Temporary Headquarters


As you know, apprentice Power Line Technicians (PLTs) are assigned to a temporary headquarters during their apprenticeship period and while we try to assign them to a headquarters close to their residence upon hiring, that is not always possible and some apprentices have to relocate. However, we have a letter of agreement (April 17, 2002) in which the parties have agreed that employees are not eligible for relocation assistance until they complete their apprenticeship and are assigned to a permanent headquarters.

Over the last few classes of apprentices we have determined that with each class there may be a couple of employees for whom this agreement creates a financial hardship. As a result, we have agreed to allow employees to access up to one-half of their relocation assistance (full entitlement is up to \$29,500 for homeowners and up to \$10,500 for renters) for their move to their temporary headquarters with the remainder being reserved for their move to their permanent headquarters. Employees will be asked to sign a document clearly indicating that they understand that whatever they use for their temporary move will be reduced from their entitlement for their permanent relocation. If their documented expenses for their move to their temporary headquarters exceed one-half of their full relocation assistance entitlement, they may save their receipts and if they do not use the remainder of their full entitlement during their permanent relocation, they may submit their receipts from their temporary move and be reimbursed up to the maximum of their full entitlement.

Please signify your agreement by signing as indicated below.

Yours truly,


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



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

cc S. Desrosiers
B. Watson
V. Fowler



Énergie NB Power

January 31, 2011

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

Dear Ross:

RE: Retention Bonus for Power Line Technicians – Transmission

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

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

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

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

Because graduates from the NBCC PLT apprenticeship program may be assigned to either NB Power Distribution & Customer Service or NB Power Transmission, we propose to offer the same retention bonus to NB Power Transmission PLTs. PLTs who were enrolled in the PLT apprenticeship program through the NBCC, who were indentured and became employees of NB Power and who, upon certification, are assigned to Transmission will be eligible to participate in the retention bonus

program. However, because there is a significant issue with maintaining qualified, experienced PLTs in the Transmission Bargaining Unit, the lump sum payment for those assigned to the Transmission Bargaining Unit will be payable according to the following schedule:

- A. One year's service with Transco after certification as a PLT:
\$3,000.00
- B. Three years' service with Transco after certification as a PLT:
\$3,000.00
- C. Five years' service with Transco after certification as a PLT:
\$3,000.00

Further, we propose that this retention bonus be valid for eligible employees whether they reside in D&CS or Transmission and as they transfer between these two companies. Eligibility for payment of each installment (A, B and C) will occur only once and will occur on the schedule of the company where the employee resides.

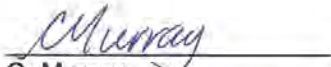
Example: If, after two years, an employee leaves Transmission to assume a PLT position in DCS, that employee will be required to wait until he/she completes six years beyond certification to be eligible for Installment 'B' of the retention bonus.

Employees who have been certified since the start of the partnership with NBCC in 2002 (certification in 2006) and who had progressed through this NBCC program and were subsequently hired by NB Power and assigned to Transmission upon certification will be eligible to receive the retention bonus as well, with installment 'A' being payable one year from the date of signing of this Letter of Agreement.

It should be noted that eligibility for this bonus, in either DCS or Transmission, is also dependent upon the employee having paid the tuition fees for the program out of pocket. In other words, NB Power sponsored participants are not eligible for this retention bonus.

Please signify your agreement as indicated below.

Yours truly,



C. Murray
Manager, Labour Relations
NB Power Distribution, Customer Service
and Transmission



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

cc S. Desrosiers



April 17, 2002

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

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

Dear Mr. Cole:

RE: Layoff Provisions – Previous Collective Agreements

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

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

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

Please signify your agreement as indicated below.

Yours truly,

Susan A. Currie
Director, Labour Relations

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



Énergie NB Power

August 4, 2011

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

Dear Ross:

RE: ARC Rated Clothing for Designated Employees - Revised

In a Letter of Agreement dated June 18, 2010 a proposal (as detailed in the attached Appendix "A") was outlined to designate certain employees in the Transmission, Distribution and Customer Service corporations who will be required to wear protective clothing (as provided by the Employer) at all times during working hours as part of their personal protective equipment. Due to unforeseen supplier issues, the proposed schedule for the issue of this clothing has been delayed. Although some items are in the process of being distributed, other items will be distributed as they become available.

As well, due to budget restraints and as a result of feedback from the employees who will be wearing this clothing and discussions with the Union, there have been changes in some of the clothing proposed in the original Appendix 'A' and a delay in the issue of others, as follows:

- 1) Fall Jackets: reduced from two jackets to one jacket
-the one jacket removed will be replaced by two (2) sweaters which can be any combination of a) hoodie(s) or b) crew neck(s).
- 2) The issue of the winter vest will be postponed until next year
- 3) The issue of the duffel bag will be postponed until next year

All other terms of the June 18, 2010 Letter of Agreement will remain. The attached Appendix 'A' has been adjusted to reflect the changes noted above. Please note that the proposed implementation and issue schedules have been removed as we have been unable to meet these schedules for reasons beyond our control. Subsequently, all items, except those that have been postponed until the next fiscal year, will be issued as they become available. Every effort is being made to meet a target date of November 30, 2011 for these items.

Please signify your agreement by signing as indicated below.

Yours truly,

Cynthia Murray
Manager, Labour Relations
NB Power Customer Service,
Distribution & Transmission

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

cc B. Roy	L. Arsenault	
P. Landry	H. MacLean	P. Young
S. Desrosiers	V. Fowler	R. MacKenzie

APPENDIX "A" – LOA ARC RATED CLOTHING

AFFECTED CLASSIFICATIONS

The following classifications will be affected by the mandatory clothing / outerwear program as individuals working in any one of these jobs may be required to work on or near energized electrical facilities:

- Power Line Technician, Lead Power Line Technician, Crew Leader and Customer Service Representative
- General Foreman
- Electrical Mechanic (including seniors and supervisors)
- Electrician (including operators and electricians at the HVDC Plant)
- Relay Technician (including seniors and supervisors)
- Metering Technician (including seniors)
- Apprentices in any of these classifications

Meter Reader/Changers will remain under the current letter of agreement as per the existing collective agreement as they are already provided with arc-rated clothing as per ASTM F1506.

CLOTHING – DAILY WEAR

Employees in the designated classifications will be required to wear the Arc-rated clothing provided by the Employer at any time the employee is at work. The following items will be provided by the Employer.

Item	Initial Issue	Point Value
Short Sleeve T-Shirt	5	4
Long Sleeve T-shirt	Any combination equalling 5	6
Long Sleeve Dress Shirt		8
Cargo Pants	Any combination equalling 5	8
Summer Bib Overalls		15
Sweater Hood	Any combination equalling 2	9
Sweater Hood with Zipper		9
Sweater Crew		8

- All employees will receive the initial issue of daily wear clothing identified above.
- We will continue to stock arc-rated coveralls in Central Stores. While coveralls are not part of the clothing program, they may be issued with supervisor approval on an "as required" basis.
- After an employee has received the initial issue of clothing, in each subsequent fiscal year an employee will be provided with 50 "points" to order replacement clothing. The points assigned to each garment are shown above.
 - Points will not be carried over to the following fiscal year.
 - Employees will receive a maximum of 50 points in each fiscal year.
 - Extreme cases, such as PCB oil spilled on clothing, will be reviewed individually by the employee's supervisor and may be replaced or cleaned as required at no cost or loss of points to the employee.

- Employees are responsible for the care of the clothing, including laundering, according to the standard that will be provided to them.
- Employees are responsible for costs associated with under garments such as underwear, socks, bras, long johns, under shirts, etc. Employees shall ensure these products are constructed of flame resistant material or a non-melting, flammable material such as cotton, wool, rayon, silk or blends of these materials. Meltable fibres such as acetate, nylon, polyester, polypropylene, and spandex shall not be used in fabric in clothing worn under the arc-rated clothing next to the skin. An incidental amount of elastic used on non-melting fabric underwear, socks or bras may be used.
- As a minimum, employees working on road right-of-way shall have HVSA (High Visible Safety Apparel) meeting CSA Z96 Class 1 Level FR (minimum).
- There will be a long sleeve rule implemented for employees who are at risk of arc-flash, but calculations need to be completed prior to providing direction. When the calculations are completed and employees have been directed to wear long sleeves, such clothing will be considered personal protective equipment and mandatory where required.

CLOTHING – OUTERWEAR

The term “Outerwear” is used to describe clothing which protects employees from the weather while continuing to meet the requirements of the Arc-Rated standard. The following items, along with the daily wear clothing, will provide complete protection against the elements and as with the daily wear clothing, designated employees are required to wear this clothing at all times while at work.

	Item	Proposed Quantity
Jackets	Winter Insulated Jacket	1
	Winter Insulated Vest	1 (postponed)
	Rain Jacket	1
	Fall Jacket	1 (postponed)
Pants / Bibs	Winter Insulated Bibs	1
	Rain Bibs	1
	Rain Pants	
Accessories	Summer HVSA Safety Vest	1
	Tuque	1
	Balaclava	1
	Hard Hat Liner Outside	1
	Hard Hat Liner Inside	
	Neck Warmer	1
	Duffle Bag	1 (postponed)

- Once outerwear garments have been issued, they will be replaced on an exchange basis only.
- Since these items are embroidered with NB Power logos and are considered to be PPE, when these garments are replaced, they shall be provided to the employee's supervisor to be disposed.
- If an employee misplaces or loses a product, NB Power will not incur any cost to replace the product. The employee is responsible to purchase the approved product.
- No other outerwear shall be worn by designated employees while at work, unless such outerwear is associated with other required PPE or gear to complete the necessary work when arc flash is not a hazard.
- Schedule for issuing outerwear:
 - Items identified above in **bold** print: employees with Helly Hansen two piece winter suits and RanPro Rain Suits are equipped with acceptable outerwear and these items will be replaced on an exchange basis only. Designated employees who do not have existing outerwear that meets the standard and new employees will be able to order the items from this list once they are sized.
 - Other items: the remaining outerwear will be provided to designated employees as soon as it becomes available.



Énergie NB Power

June 18, 2010

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

Dear Ross:

RE: ARC Rated Clothing for Designated Employees

At our meeting today, I outlined a proposal (as detailed in the attached Appendix "A") to designate certain employees in the Transmission, Distribution and Customer Service corporations who will be required to wear protective clothing (as provided by the Employer) at all times during working hours as part of their personal protective equipment. Employees are also required to ensure that anything worn under the provided clothing (i.e., underwear, socks, bras, etc.) is constructed of FR (flame resistant) or non-melting material. As per the schedule set out in Appendix "A" we have agreed to provide an initial issue of daily wear clothing to employees, along with a process to provide additional clothing in the future using a point system. We will also provide outerwear on a replacement basis for most employees starting in the next fiscal year. For those employees who do not currently have acceptable outerwear, we are planning to implement the program so that they receive the new outerwear for this winter.

For employees in the designated classifications, this letter and the information provided in Appendix "A" will replace article 18.03 c) of the collective agreement. The designated employees (including apprentices) are those in the following classifications:

- Power Line Technician, Lead Power Line Technician, Crew Leader and Customer Service Representative
- General Foreman
- Electrical Mechanic (including seniors and supervisors)
- Electrician (including operators and electricians at the HVDC Plant)
- Relay Technician (including seniors and supervisors)
- Metering Technician (including seniors)

Please signify your agreement by signing as indicated below.

Yours truly,

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

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

cc B. Roy L. Arsenault
P. Landry H. MacLean P. Young
S. Desrosiers V. Fowler R. MacKenzie

APPENDIX "A" – LOA ARC RATED CLOTHING

AFFECTED CLASSIFICATIONS

The following classifications will be affected by the mandatory clothing / outerwear program as individuals working in any one of these jobs may be required to work on or near energized electrical facilities:

- Power Line Technician, Lead Power Line Technician, Crew Leader and Customer Service Representative
- General Foreman
- Electrical Mechanic (including seniors and supervisors)
- Electrician (including operators and electricians at the HVDC Plant)
- Relay Technician (including seniors and supervisors)
- Metering Technician (including seniors)
- Apprentices in any of these classifications

Meter Reader/Changers will remain under the current letter of agreement as per the existing collective agreement as they are already provided with arc-rated clothing as per ASTM F1506.

PROPOSED SCHEDULE FOR IMPLEMENTATION

The following are the dates that have been targeted to implement the program:

- 2010-07 END OF JULY – COMPLETE OUTERWEAR PROGRAM AND STANDARD. SIZE INDIVIDUALS AND PROVIDE TRAINING ON ORDERING THE DIFFERENT OUTERWEAR AS OUTLINED IN THE UNION AGREEMENT.
- 2010-08 END OF AUGUST – COMPLETE TENDER FOR CLOTHING PROGRAM.
- 2010-10 END OF OCTOBER – SUCCESSFUL MANUFACTURER TO SIZE EMPLOYEES FOR CLOTHING.
- 2010-12 END OF DECEMBER – CLOTHING BEGINS TO ARRIVE AROUND THE PROVINCE.
- 2011-01 END OF JANUARY – ARC FLASH STANDARD COMPLETED.
- 2011-03 END OF MARCH – COMPLETE TRAINING AND EDUCATION ON THE ARC FLASH STANDARD.
- 2011-04 END OF APRIL – ALL EMPLOYEES SHOULD HAVE RECEIVED ALL THE NECESSARY DAILY WEAR CLOTHING AND ASSOCIATED ARC-RATED OUTERWEAR BY THIS TIME. THE STANDARD WILL BE IMPLEMENTED AND EMPLOYEES WILL ABIDE BY THE NEW STANDARD.

RJS
June 18/2010

CLOTHING – DAILY WEAR

Employees in the designated classifications will be required to wear the Arc-rated clothing provided by the Employer at any time the employee is at work. The following items will be provided by the Employer.

Item	Initial Issue	Point Value
Short Sleeve T-Shirt	5	4
Long Sleeve T-shirt	Any combination equalling 5	6
Long Sleeve Dress Shirt		8
Cargo Pants	Any combination equalling 5	8
Summer Bib Overalls		15

- All employees will receive the initial issue of daily wear clothing identified above.
- We will continue to stock arc-rated coveralls in Central Stores. While coveralls are not part of the clothing program, they may be issued with supervisor approval on an "as required" basis.
- After an employee has received the initial issue of clothing, in each subsequent fiscal year an employee will be provided with 50 "points" to order replacement clothing. The points assigned to each garment are shown above.
 - Points will not be carried over to the following fiscal year.
 - Employees will receive a maximum of 50 points in each fiscal year.
 - Extreme cases, such as PCB oil spilled on clothing, will be reviewed individually by the employee's supervisor and may be replaced or cleaned as required at no cost or loss of points to the employee.
- Employees are responsible for the care of the clothing, including laundering, according to the standard that will be provided to them.
- Employees are responsible for costs associated with under garments such as underwear, socks, bras, long johns, under shirts, etc. Employees shall ensure these products are constructed of flame resistant material or a non-melting, flammable material such as cotton, wool, rayon, silk or blends of these materials. Meltable fibres such as acetate, nylon, polyester, polypropylene, and spandex shall not be used in fabric in clothing worn under the arc-rated clothing next to the skin. An incidental amount of elastic used on non-melting fabric underwear, socks or bras may be used.
- As a minimum, employees working on road right-of-way shall have HVSA (High Visible Safety Apparel) meeting CSA Z96 Class 1 Level FR (minimum).
- There will be a long sleeve rule implemented for employees who are at risk of arc-flash, but calculations need to be completed prior to providing direction. When the calculations are completed and employees have been directed to wear long sleeves, such clothing will be considered personal protective equipment and mandatory where required.

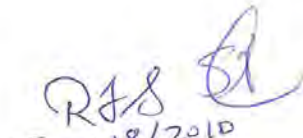
CLOTHING – OUTERWEAR

The term "Outerwear" is used to describe clothing which protects employees from the weather while continuing to meet the requirements of the Arc-Rated standard. The following items, along with the daily wear clothing, will provide complete protection against the elements and as with the daily wear clothing, designated employees are required to wear this clothing at all times while at work.

RJS
June 18/2010

	Item	Proposed Quantity
Jacket 4-in-1	Winter Insulated Jacket	1
	Winter Insulated Vest	1
	Rain Jacket	1
	Fall/Spring Fleece Sweater/Jacket	2
Pants / Bibs	Winter Insulated Bibs	1
	Rain Bibs	1
	Rain Pants	
Accessories	Summer HVSA Safety Vest	1
	Tuque	1
	Balaclava	1
	Hard Hat Liner Outside	1
	Hard Hat Liner Inside	
	Neck Warmer	1
	Duffle Bag	

- Once outerwear garments have been issued, they will be replaced on an exchange basis only.
- Since these items are embroidered with NB Power logos and are considered to be PPE, when these garments are replaced, they shall be provided to the employee's supervisor to be disposed.
- If an employee misplaces or loses a product, NB Power will not incur any cost to replace the product. The employee is responsible to purchase the approved product.
- No other outerwear shall be worn by designated employees while at work, unless such outerwear is associated with other required PPE or gear to complete the necessary work when arc flash is not a hazard.
- Schedule for issuing outerwear:
 - Items identified above in **bold** print: employees with Helly Hansen two piece winter suits and RanPro Rain Suits are equipped with acceptable outerwear and these items will be replaced on an exchange basis only. Designated employees who do not have existing outerwear that meets the standard and new employees will be able to order the items from this list once they are sized.
 - Other items: the remaining outerwear will be provided to designated employees during the month of April 2011.


 June 18/2010



Énergie NB Power

June 2, 2005

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

Dear Wade:

RE: Controlled Substance & Alcohol Testing Policy

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

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

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

Please signify your agreement as indicated below.

Yours truly,



Susan A. Currie

Director, Labour Relations



B. Wade Greenlaw
Business Manger, Local 37



Énergie NB Power

January 21, 2016

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

Dear Ross:

RE: Passports – St. Stephen and Aroostook

Given the unique location of Campobello Island and the requirement to perform regular work in the Aroostook area, some employees are required to travel through the United States to provide service to our customers in these areas. The American government requires all individuals crossing the border to hold a valid passport to enter the United States. As a result, the Employer will reimburse the cost of obtaining and renewing passports for employees who are required to perform planned work in Campobello and Aroostook as part of their normal day to day work activities.

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

January 21, 2016
Date

Jan 21 / 2016
Date

Cc: C. Riley



Énergie NB Power

January 21, 2016

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

Dear Ross:

RE: Inclusion of Union Summary with Collective Agreement

As per IBEW's request, we have agreed to include a copy of the Union's summary of the tentative agreement with the printed copy of the Transmission Collective Agreement distributed to employees.

As indicated, this document is a helpful communication tool highlighting the changes between the former and the current agreements. However, both parties agree that while this summary will be included in the document, the summary is not part of the Collective Agreement.

Please signify your agreement by signing as indicated below.

Yours truly,

Sherry Thomson
Chief Human Resources Officer

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

January 21 2016
Date

Jan 21 / 2016
Date

Cc: C. Riley

Overview of major changes in the proposed tentative agreement with NB Power Transmission

Items	Conditions
Wage Increase	2.0% retroactive to Jan 2015, 2% in Jan 2016, 2.5% in Jan 2017, 2.5% in Jan 2018
Retirement Allowance	Voluntary payout, one week per year of service for max 26 weeks. Up to six months to decide if you want a payout. Otherwise, continued accrual of one week/year of service for a max 26 weeks.
Vacation	Improved vacation. 3 weeks + 2 days in year 4. 4 weeks + 1 day in year 12. No other changes.
ENERflex	Additional biweekly flex dollars (\$520 / year) retroactive to April 10, 2015. This replaces the \$400 matching RRSP contribution.
Bereavement Leave	Slight improvements. Step-child and guardian added.
Paid Personal Leave	Paid family leave will now be referred to as paid personal leave, however there will be no longer be carryover beginning Jan 1, 2016.
Boot Allowance	\$150 with no receipt, \$200 with receipt. Lineworker A Certified, PLT, apprentice PLT and crew leader \$175 with no receipt, \$250 with receipt.
Wage Adjustments	<ul style="list-style-type: none"> • Elec. Mnt. A classification renamed to Construction Elec – market wage adjustment of \$0.31 (also includes lead classification), and an additional 5% step has been added. • PLT classification increase \$0.60 on date of signing, a conditional \$0.55 at one year after signing and another conditional \$0.25 eighteen months after signing. • Salary fix of \$0.75 (pensionable) for HVDC Operators working shift – replaces shift differential. • Lead classifications at 8%, Senior classifications 10%. • Salary fix of \$1.50 (pensionable) for Transmission Line Maintenance (Lineworker “A” Certified, Power Line Technician, Crew Leader, Supervisor Transmission Line Maintenance)
Engineer/Scientist	Joint IBEW and NBP annual review for career progression
Banked Time	Improved to 80 Hour Rolling Bank, 96 Hour Rolling Bank for PSO shiftworkers. Pay-out of banked time any time, pay-out of unused banked time at fiscal year end
In-Prov. Travel Compensation	Meals, mileage and per-diem Increased from \$50 to \$60 per night Alternative lodging increased from \$20 to \$50 per night
Service and Seniority	Seniority defined as length of continuous employment by NB Power (Service). Seniority for line trade classifications only will be length of continuous employment by NB Power while certified as a PLT. Will include apprenticeship time while employed by NB Power.
Salary Protection	Members 50 years of age or 25 years of service assigned to lower paying classification: wage rate frozen for 5 years
Progression	Strengthened language for progression within a pay bracket
Classifications	Consolidated similar classifications and cleanup of classifications that were unused.

**Summary of the Tentative Agreement between
NB Power Transmission and IBEW Local 37**

September 3, 2015

OVERVIEW

The negotiating committee is pleased to announce that bargaining has ended and a tentative collective agreement has been reached for the “Transmission Bargaining Unit”. Improvements have been made to wages, vacation, ENERflex credits, banking of overtime, in-province travel, boot allowance, bereavement leave and several other articles. There are also provisions for the voluntary cash-out of retirement allowance.

NEGOTIATING COMMITTEE RECOMMENDATION

Your Negotiating Committee is recommending membership acceptance

Fraternally,

Ross Galbraith, Business Manager

Negotiating Team:

**Gaetan Chiasson
Dave McNeil
Greg Wright**

**Bruce Hickey
Kirk O’Rorke**

**Matthew Hitchcock
Alan Young**

- **Explanation meetings will be held – dates and times to be announced soon.**
- **Further information will be provided as well.**
- **Secure electronic voting will be used for ratification – further details to follow.**
- **Please ensure your co-workers check their e-mail for further updates.**
- **If you have any questions, please send an email to negotiations@ibew37.com.**

The following is a summary of the agreement:

Term of the Agreement

- 72 months: January 1, 2013 to December 31, 2018

General Increase

- January 1, 2015 2.0% (Retroactive)
- January 1, 2016 2.0%
- January 1, 2017 2.5%
- January 1, 2018 2.5%

Retirement Allowance (Article 14.04)

- (NEW) Voluntary payout of retirement allowance with up to six months to decide. Payout is one week's pay per year of service up to 26 weeks. Members not opting to have their retirement allowance paid out will continue to gain a weeks pay per year of service up to 26 weeks. New employees after the signing of the contract will have a retirement allowance and they will eligible for it after 10 years.

Wage Adjustments (Article 8.02)

- Lead classifications are established at 8% above the top step of the base rate classification.
- Senior classifications are established at 10% above the top step of the base rate classification.
- Electrical Maintenance A Classification renamed to Construction Electrician. Market wage adjustment of \$0.31 added. Creation of step D, 5% above step C retroactive to 2015/04/10.
- Power Line Technician classification increased \$0.60 on date of signing. An additional conditional \$0.55 after one year of signing and an additional conditional \$0.25 after eighteen months after signing. These conditional increases are subject to meeting established performance criteria around breaks and meals.
- Transmission Line Maintenance (Lineworker "A" Certified, Power Line Technician, Crew Leader, Supervisor Transmission Line Maintenance) salary fix of \$1.50 (pensionable), in recognition of high voltage, remote

locations, significant travel, working with heavy equipment, induction, call-out availability, etc. Effective on date of signing.

- HVDC Operators working shift will receive a \$0.75 salary fix (pensionable) for all normal hours or for overtime hours on date of signing. This replaces the former shift differential.
- Consolidation of several other classifications.

Vacation (Article 16.01)

- (NEW) Additional vacation credits for members with four years of service. The new vacation entitlement is 3 weeks and 2 days. Also, additional vacation credits for members with 12 years of service. The new vacation entitlement is 4 weeks and 1 day.

ENERflex (Article 14.01 b)

- (NEW) The employer will contribute an additional \$20.00 (\$520 per year) bi-weekly of ENERflex credits for all eligible IBEW 37 members retroactive to April 10, 2015. This contribution can be used to purchase benefits, or it may be placed in a Healthcare Spending Account (HSA) or taken as cash and then directed to an RRSP. This replaces the \$400 RRSP matching program.

Bereavement Leave (Article 13.06)

- "Bereavement Leave" provisions have been improved to provide leaves of absence of five paid working days for step-child and guardian.

Safety Footwear (Article 18.03)

- Boot allowance for IBEW 37 members is \$150 without receipt and increased to \$200 with a receipt. Lineworker A Certified, PLT, Apprentice PLT and Crew Leader boot allowance is \$175 without receipt and increased to a maximum of \$250 with receipt.

Banking of Overtime (Article 10.07)

- Improved overtime bank to allow continual banking of overtime up to 80 hours (rolling bank). Also, pay-out of banked overtime can be requested at any time in the year. Unused banked overtime payout will be paid out at fiscal year's end.

This is only a summary of major changes. There are a number of other minor and/or housekeeping changes. Further information to be provided.

Collective Agreement between NB Power Transmission and IBEW Local 37

INDEX

Union Recognition, Article 1

- IBEW Local 37 as Exclusive Bargaining Agent, 1.01
- Establishing Classification Details, 1.02
- Casual and Temporary Employees, 1.03
- Union Administration, 1.04
- Right of Union Membership, 1.05
- Union Activities, 1.06
- Language & Interpretation, 1.07

Rights of Union, Article 2

- General, 2.01
- Union Officials, 2.02
 - Business Manager, 2.02 a)
 - Shop Stewards, 2.02 b)
 - Union Negotiating Committee, 2.02 c)
 - Other Pay and Expenses, 2.02 d)
 - Union Officers, 2.02 e)
- New Employees, 2.03
- Union Membership, 2.04

Rights of the Employer, Article 3

- Management Rights, 3.01

Corporate Labour Management Committee, Article 4

- Members & Purpose, 4.01

Definition of Employee, Article 5

- “Casual Employee”, 5.01 a)
- “Temporary Employee”, 5.01 b)
- “Regular Employee”, 5.01 c)
- “Probationary Employee”, 5.01 d)
- Casual Employee to Temporary Employee, 5.0.1 e)
- “Part-time Employee”, 5.01 f)
- “Regular Seasonal Employee”, 5.01 g)
- “Term Seasonal Employee”, 5.01 h)

No Strike or Lockout, Article 6

Agreement 6.01

Discipline and Discharge, Article 7

- Disciplinary Action or Discharge, 7.01
- Suspended without Pay or Discharged, 7.02
- Disciplinary Documentation, 7.03
- Record of Disciplinary Action, 7.04
- Probationary Employee, 7.05
- Right to Union Representation, 7.06

Wages, Article 8

- General, 8.01
 - Hourly Rates in Appendix “A”, 8.01 a)
 - Wage Remittances, 8.01 b)
- Wage Adjustments, 8.02
 - Compensation, General Increases, 8.02 a)
 - Salary Freeze, 8.02 b)
 - Reassignment, 8.02 c)
- Progress Within a Pay Bracket, 8.03

- Step Increases for Normal Progression, 8.03 a)
- Request for an Interview, 8.03 b)
- Step Increase, Interview Request, 8.03 c)
- Classifications without Automatic Progressions, 8.03 d)
- Relieving Pay, 8.04
 - Higher Paying, Non-Supervisory Position, 8.04 a)
 - Higher Paying, Supervisory Position, 8.04 b)
 - Relieving Criteria, 8.04 c)
 - Overtime Pay, 8.04 d)
 - Relieving in Excess of Twenty (20) Working Days, 8.04 e)
 - Acting in Temporarily Created Lead Roles, 8.04 f)
- Lead Hand Pay, 8.05
- Extra Responsibility Pay, 8.06

Hours of Work, Article 9

- General, 9.01
- Normal Hours – Non-Shift Assignment 9.02
 - Non-Shift Employees, 9.02 a)
 - Other Non-Shift Employees, 9.02 b)
- Normal Hours – HVDC Operators and Apprentice HVDC Operators, 9.03
 - Normal Hours – Full Shift Assignment, 9.03 a)
 - Normal Hours – Partial Shift Schedule Assignment, 9.03 b)
- Normal Hours – Power System Operators (PSOs) and Energy Coordinators (ENCOs), 9.04
 - Normal Hours – Full Shift Assignment, 9.04 a)
 - Schedule of Hours of Work & Compensation, PSOs & ENCOs, 9.04 b)
 - Scheduling of Hours of Work & Compensation, “Floating” ENCOs (FENCOs), 9.04 c)
 - Scheduled Days Off, 9.04 d)
- Shift Differential, 9.05
 - Employees Working Twelve Hour Shift, 9.05 a)

Work Break, 9.06

Office Employees, 9.06 a)

Field Employees, 9.06 b)

Altered Hours, 9.07

Rules for Altered Hours, 9.07 a)

One Day Situations, 9.07 b)

Reverting to Normal Hours, 9.07 c)

Notice, 9.07 d)

Alternative Hours of Work, 9.08

Agreements between the Employer and the Union, 9.08 a)

Local Agreements, 9.08 b)

Alternative Work Weeks, 9.09 c)

Winter Storm, 9.09

Overtime and Premiums, Article 10

General, 10.01

Definitions, 10.02

Normal Work Day, 10.02 a)

Unscheduled Extension Overtime, 10.02 b)

Scheduled Overtime, Non-Shift Employees, 10.02 c)

Scheduled Overtime for Shift Employees, 10.02 d)

Call-Out Overtime for Non-Shift Employees, 10.02 e)

Call-Out Overtime for Shift Employees, 10.02 f)

Application of Call-Out Overtime, 10.02 g)

Overtime Rates, 10.03

Non-Shift Workers, 10.03 a)

Shift Workers, 10.03 b)

Overtime – Abnormal Storm Conditions, 10.03 c)

Minimum Period of Overtime and Cancellation of Overtime, 10.04

Prevailing Overtime Rate, 10.04 a)

Continuation of Work, 10.04 b)

- Entitlement to Paid Rest, 10.04 c)
- Banking of Overtime, 10.07
 - Overtime Hours Credited, 10.07 a)
 - Hours Entered in the Bank, 10.07 b)
 - Requests for Banked Time Off, 10.07 c)
 - Agreement between Supervisor and Employee, 10.07 d)
 - Withdrawal from Bank 10.07 e)
 - Time off for Shift Workers, 10.07 f)
 - Unused Banked Time Credits, 10.07 g)
- On Call, 10.08
 - On Call Period, 10.08 a)
 - Inability to Complete Weekly “On Call” Cycle, 10.08 b)
 - Frequent Placemen on “On Call” Roster, 10.08 c)
 - Employees “On Call”, 10.08 d)
 - Communication Devices, 10.08 e)
 - “Supplementary On Call Roster”, 10.08 f)
 - Employees in Supervisory Positions, 10.08 g)
 - “On Call”, Statutory Holidays, 10.08 h)
 - Energy Control Centre, Trouble Calls 10.08 i)
 - Employees in Electrical Mechanic Classification, 10.08 j)
- Emergency Restoration of Power by Employees in the Linetrade, 10.09
- Height Premium, 10.10

Overtime Meal Allowance, Article 11

- Definitions, 11.01
- Satisfaction of Entitlement, 11.02
- Meal Breaks, 11.03
- Entitlement to Meal Allowance, 11.04
 - General, 11.04 a)
 - During Unscheduled Extension Overtime, 11.04 b)

During Call-Out Overtime, 11.04 c)

Travel, Article 12

Full Compensation for all Costs, 12.01

Travel at an Employee's Normal Hourly Rate, 12.01 a)

Travel at the Prevailing Overtime Rate, 12.01 b)

Travel Rules, 12.01 c)

In-Province Travel Compensation (meals, mileage & per diem), 12.01 d)

Out-of-Province Travel Compensation, 12.01 e)

Sick and Other Leaves, Article 13

Purpose, Short Term Sick Leave, 13.01

Medical and Dental Appointments, 13.02

Compensation for Short Term Sick Leave, 13.03

Requirements to Qualify, 13.04

Qualifying for Paid Short Term Sick Leave, 13.04 a)

Abnormal Use of Short Term Sick Leave, 13.04 b)

Medical Release Form, 13.04 c)

Long Term Disability, 13.05

Bereavement Leave, 13.06

Bereavement Leave, Immediate Family, 13.06 a)

Bereavement Leave, Extended Family, 13.06 b)

Loss of Aunt or Uncle, 13.06 c)

Additional Time Off, 13.06 d)

Other Relatives/Friends, 13.06 e)

Other Unpaid Time Off, 13.06 f)

Employment Standards Act, 13.06 g)

Maternity Leave, 13.07

General, 13.07 a)

Requirements to Qualify, 13.07 b)

Term of Leave, 13.07 c)

- Benefits During Leave, 13.07 d)
- Supplementary Unemployment Benefit (SUB) Plan, 13.07 e)
- Return to Duty, 13.07 f)
- Failure to Return to Work, 13.07 g)
- Parental and Adoption Leave, 13.08
 - General, 13.08 a)
 - Requirements to Qualify, 13.08 b)
 - Term of Leave, 13.08 c)
 - Failure to Return to Work, 13.08 d)
- Paternity Leave, 13.09
- Jury/Witness Duty, 13.10
- Leave for Family Related Responsibilities, 13.11
 - Paid Family Leave, 13.11 a)
 - Unpaid Family Leave under the Employment Standards Act, 13.11 b)

Employee Benefits, Article 14

- ENERflex Program, 14.01
 - Description of Program, 14.01 a)
 - ENERflex credits, 14.01 b)
- Injured on Duty, 14.02
 - Compensation Benefits, Workers' Compensation Act, 14.02 a)
 - Employee Injured on the Job, Compensation, 14.02 b)
 - Injury of Temporary Employee, 14.02 c)
 - Permanent or Partial Disability, 14.02 d)
 - Absence of Employee, 14.02 e)
- Pension, 14.03
 - Public Service Superannuation Act, 14.03 a)
 - Contribution to NB Power Group RSP, 14.03 b)
 - Matching Employee Contributions, 14.03 c)
- Retirement Allowance, 14.04
 - Eligibility Requirements, Allowance, 14.04 a)

Death of Employee, 14.04 b)
Eligibility Conditions, 14.04 c)
Calculating Retirement Allowance, 14.04 d)
Rights and Benefits for Temporary Employees, 14.05
Certification Fees, 14.06
Renewal Fees Reimbursement, 14.06 a)
NERC Certified Operators, 14.06 b)

Holidays, Article 15

Paid Holidays, 15.01
Statutory Holiday Pay, 15.02
December 24 and New Year's Eve, 15.03

Vacation, Article 16

Entitlement for Employees, 16.01 a)
Vacation Entitlement, 16.01 b)
Vacation Carryover, 16.02

Service and Seniority, Article 17

Service, Definitions, 17.01 a)
Seniority, Definitions, 17.01 b)
Reciprocal Agreements, 17.01 c)
Temporary Employees, 17.01 d)
Records, 17.01 e)
Retention of Bargaining Unit Seniority, 17.02
Employees who Transfer, 17.02 a)
Transfer and Return to Bargaining Unit, 17.02 b)
Layoff, 17.03
Layoff Procedure – Regular Employees, 17.03 a)
Regular Seasonal Employees, 17.03 b)
Term Seasonal Employees, 17.03 c)

Rehiring, 17.04

Notice, 17.05

Regular Employees, 17.05 a)

Temporary Employees, 17.05 b)

Deferred Lay Off, 17.05 c)

Severance Benefits, 17.06

Job Bids, 17.07

Regular Position Internal Job Bid Rules, 17.07 a)

Selection Considerations, 17.07 b)

Relocation Costs, 17.07 c)

Applicant Selection, 17.07 d)

Acting and Temporary Assignments, Other Opportunities, 17.08 e)

Safety, Article 18

General, Occupational Health and Safety Act, 18.01

Joint Health & Safety Committees, 18.02

Tools and Clothing, 18.03

Tools, Clothing and Footwear Allowance, 18.03 a)

Issuing of Work Gloves, 18.03 b)

Provision of Overalls and Coveralls, 18.03 c)

Safety Footwear and Footwear Allowance, 18.03 d)

Rubber Gloves, 18.03 e)

Inclement Weather, 18.04

Administration of the Collective Agreement, Article 19

Pay Periods and Dues Check-Off, 19.01

Deductions, 19.01 a)

Amount Equivalent to Union Dues, 19.01 b)

Notification for Dues, 19.01 c)

Collection & Remittance of Dues, 19.01 d)

Indemnity, 19.01 e)

Direct Bank Deposit, 19.02
Retirement Savings Plan, 19.03
Venture Capital, 19.04
Job Sharing Program, 19.05
Definition of Spouse & Dependent, 19.06

Grievance Procedure, Article 20

Grievance Procedure, 20.01
 Step One, 20.01 a)
 Step Two, 20.01 b)
 Step Three, 20.01 c)
Union Representation, 20.02
 Time for Proceedings to be taken, 20.03 a)
 Time Limits, 20.03 b)
Enforcement of Obligations, 20.04
Disciplinary Action Resulting in Discharge, Suspension, or Financial Penalty, 20.05
Multiple Employees Alleging Same Violation, 20.06
Employer Alleging Grievance, 20.07

Adjudication, Article 21

Public Service Labour Relations Act, 21.01

Protection from Discrimination and Harassment, Article 22

Human Rights Act, 22.01
Corporate Workplace Harassment Policy, 22.02

Rules, Regulations, Policies and Procedures, Article 23

Observing Employer Rules, Regulations, Policies, and Procedures, 23.01 a)
Copies of Newly Issued and Changes to Rules, 23.01 b)
Discrimination, Human Rights Act, 23.02

Retroactivity, Article 24

Term of Agreement, 24.01

Duration, Article 25

Duration of Agreement, 25.01