

1 **Re: General**

2 Q. Please provide a copy of NLH's policy on overtime, and comment on how the
3 policy is monitored and/or enforced.

4

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6 A. A copy of Article 16 – Overtime from the Agreement between Newfoundland
7 and Labrador Hydro and Local 1615 of the International Brotherhood of
8 Electrical Workers Operations Unit Effective April 1, 2006 – March 31, 2010
9 is enclosed on pages 2 to 5.

10

11 Non-supervisory employees up to and including Hay Grade 11 are also
12 eligible to receive similar overtime benefits.

13

14 Hydro's overtime policy is monitored and/or enforced by supervisors and
15 managers. Overtime is pre-authorized by the supervisor or manager and
16 then approved on the employees' timesheet on a weekly basis. Overtime
17 costs incurred in both operating business units and capital projects are also
18 monitored by supervisors and managers and measured against budgeted
19 dollars.

1
2 **ARTICLE 16 - OVERTIME**
3

4 16.01 Overtime as used herein means that part of the actual working time
5 that an employee is required to work outside normal scheduled hours
6 and is, therefore, subject to compensation at double the regular hourly
7 wage rate and covers:
8

- 9 (a) Callout - An employee who is called out for work without notice,
10 except those governed by Clause 15.04 after he/she has left
11 his/her place of employment, will receive not less than three (3)
12 hours pay at premium rates.
13

14 Callout time shall be calculated from the time an employee is
15 called, allowing up to a maximum of one hour to report at
16 headquarters or job site, and continue until he/she completes
17 such duty. However, where an employee is on a callout and is
18 required to perform other tasks of an emergency nature before
19 returning home, he/she shall be credited with only one callout.
20

- 21 (b) Planned Overtime - Work performed outside normal scheduled
22 hours for which a minimum of twelve (12) hours advance
23 notification will be given and the employee so affected will be
24 notified prior to the conclusion of his/her workday. Time will be
25 counted from the time the employee arrives at his/her
26 headquarters until he/she finishes work at headquarters.
27

28 When an employee works planned overtime on Saturdays,
29 Sundays, or Statutory Holidays, he/she shall receive not less
30 than three (3) hours pay at premium rates.
31

- 32 (c) Unplanned Overtime - Work performed outside normal
33 scheduled hours for which a minimum of twelve (12) hours
34 advance notification has not been given. However, in such
35 cases the employee shall be given notice as soon as is
36 practicable under the circumstances. In any case, at least
37 two (2) hours advance notification will be given in order to make
38 personal preparation for this overtime work. Time shall be
39 calculated from the time the employee arrives at his/her
40 headquarters until he/she finishes work at headquarters.
41 However, where an employee is working unplanned overtime
42 he/she will receive not less than three (3) hours pay at premium
43 rates.

- 1 (d) Extension Overtime - Work performed outside normal
2 scheduled hours as a continuation of the normal work day,
3 without interruption, for which prior notice will not be required.
4 Time will be counted from the normal quitting time until the
5 employee finishes work. Notwithstanding the above, where a
6 particular job is to be continued into overtime at the end of the
7 normal workday, the work will not be interrupted in order to
8 preclude the provision of an overtime meal as required by
9 Clause 16.07(d).
10
- 11 16.02 At the employee's request, he/she will be permitted to accumulate up
12 to the equivalent of forty (40) straight time hours in lieu of pay for the
13 overtime worked. The employee may be permitted to use the hours
14 so accumulated as time off during his/her regular day or shift. Such
15 time off will, at all times, be subject to the exigencies of the
16 Corporation's operations.
17
- 18 16.03 For the purpose of computing overtime, holidays and approved sick
19 leave shall be considered as time worked.
20
- 21 16.04 When an employee works overtime he/she will receive not less than
22 one (1) hour at overtime rates. Overtime worked in excess of one (1)
23 hour will be rounded upwards to the half hour.
24
- 25 16.05 Overtime, shall, as far as practical, be equitably distributed among
26 employees normally performing the work in the classification, section
27 and location where the employee works. However, employees
28 performing a particular job during the regular work hours will be given
29 preference of continuing that job into overtime hours. At least once
30 monthly, the Corporation will post in specified places, a list of overtime
31 worked. If overtime is not shared equally, then employees may be
32 assigned overtime when available. Where present practices have
33 established a shorter interval for overtime posting, that practice will be
34 continued. Effective January 1st of each year, the low person on a
35 particular overtime list will be zeroed, with the remaining list being
36 adjusted proportionately.
37
- 38 16.06 When employees are required to remain in the Corporation line camps
39 over weekends they will be required to work and paid applicable
40 overtime rates.
41
- 42 16.07 Meals During Overtime. The purpose of this Clause is to provide
43 sustenance in the form of meals to employees during overtime or
44 emergency work. It is recognized that circumstances may
45 occasionally be such that it is highly impractical to provide meals
46 within the time limits prescribed below. If such circumstances can be

1 foreseen, the Supervisor is empowered to offer the meal prior or
2 subsequent to the time limits. In any event, every effort will be made
3 to provide meals as close as possible to the time they are due.
4

5 (a) When an employee performs work under Clause 16.01(a),
6 he/she will be entitled to a meal after working four (4)
7 continuous hours providing overtime is to continue. Additional
8 meals shall be provided on a four (4) hour interval basis after
9 the expiry of the first four (4) hours providing overtime
10 continues after each four (4) hour period thereafter. He/she
11 may be allowed up to thirty (30) minutes to eat a meal, as
12 stated above, at the expiration of each four (4) hour period with
13 no loss of pay. However, no time will be allowed at the
14 expiration of overtime work.
15

16 If the callout is prior to the normal workday and less than four
17 (4) hours actually worked, and provided the work continues into
18 the normal workday, he/she shall be entitled to a meal as close
19 as practical to the time he/she starts his/her normal workday. If
20 the meal is provided he/she will be allowed up to thirty (30)
21 minutes to eat the meal.
22

23 (b) When an employee performs overtime work under Clause
24 16.01(b) he/she shall be entitled to a meal after working ten
25 (10) continuous hours (or fourteen (14) hours as per Clause
26 15.03), and providing overtime is to continue. Additional meals
27 shall be provided on a four (4) hour interval basis after the
28 expiry of the first ten (10) hours (or fourteen (14) hours as per
29 Clause 15.03(o)), providing overtime continues after each four
30 (4) hour period thereafter. He/she may be allowed up to thirty
31 (30) minutes to eat a meal, as stated above, at the expiration of
32 each four (4) hour period with no loss of pay. However, no time
33 will be allowed at the expiration of overtime work.
34

35 (c) When an employee performs overtime work under Clause
36 16.01(c), he/she shall be entitled to a meal after working ten
37 (10) continuous hours providing overtime is to continue.
38 Additional meals shall be provided on a four (4) hour interval
39 basis after the expiry of the first ten (10) hours providing
40 overtime continues after each four (4) hour period thereafter.
41 He/she may be allowed up to thirty (30) minutes to eat a meal,
42 as stated above, at the expiration of each four (4) hour period
43 with no loss of pay. However, no time will be allowed at the
44 expiration of overtime work. For the purpose of providing

- 1 overtime meals, any notice of less than two (2) hours will be
2 subject to Clause 16.07(a).
3
- 4 (d) When an employee continues working under Clause 16.01(d),
5 he/she shall be entitled to a meal after working two (2)
6 continuous hours providing overtime is to continue. Additional
7 meals shall be provided on a four (4) hour interval basis after
8 the expiry of the first two (2) hours providing overtime continues
9 after each four (4) hour period thereafter. He/she may be
10 allowed up to thirty (30) minutes to eat a meal, as stated above,
11 at the expiration of the first two (2) hours and each four (4) hour
12 period thereafter with no loss of pay. However, no time will be
13 allowed at the expiration of overtime work.
14
- 15 (e) Effective the signing date of this Agreement if the meal cannot
16 be provided the employee will be paid \$14.50 in lieu of the
17 meal. (Increases to \$15.50 April 1, 2009)
18
- 19 (f) If an employee is not eligible for a meal under Clause 16.07 a,
20 b, c & d, then an employee who works planned or unplanned
21 overtime prior to the start of the regular day and continues
22 working extension overtime at the end of the regular day and
23 the combination of continuous regular hours and overtime
24 hours exceed ten (10) (or fourteen (14) hours as per Clause
25 15.03), the employee will be entitled to an overtime meal.
26
- 27 (g) Notwithstanding anything written in Clause 16.07, an employee
28 will not, under any circumstances, be eligible to receive both
29 overtime meals or payment in lieu, and per diem travel
30 expenses concurrently. Therefore, when an employee is
31 eligible for travel expenses he/she must claim the applicable
32 per diem rates as per Article 31. Clause 16.07 will apply only
33 where the per diem rates are not applicable.