

1 **Q. Please provide a copy of the existing Collective Agreement of the Company.**

2  
3 A. Attachment A is the current collective agreement between Newfoundland Power and the  
4 Clerical bargaining unit of I.B.E.W. Local 1620.

5  
6 Attachment B is the current collective agreement between Newfoundland Power and the  
7 Craft bargaining unit of I.B.E.W. Local 1620.

**Collective Agreement**  
**Clerical Bargaining Unit, I.B.E.W. Local 1620**

# **Clerical Agreement**

**Between**

**Newfoundland Power Inc.**

**and**

**Local 1620  
of  
International Brotherhood  
of Electrical Workers  
A.F. of L., C.I.O. - C.L.C.**

**Effective**

**October 1, 2008  
to  
September 30, 2011**

# CLERICAL AGREEMENT

## TABLE OF CONTENTS

---

### **ARTICLE 1 - PURPOSE OF AGREEMENT**

1.01 – Purpose Of Agreement.....	2
----------------------------------	---

### **ARTICLE 2 - RECOGNITION**

2.01 – Recognition .....	2
2.02 – Definition of Employee.....	3
2.03 – Interpretation .....	3
2.04 – Probationary Period .....	3

### **ARTICLE 3 - RESPONSIBILITIES OF THE PARTIES**

3.01 – Agreement To Be Observed.....	3
3.02 – No Work Stoppages .....	3
3.03 – Technological Change .....	4
3.04 – Bargaining Unit Work.....	4
3.05 – Contracting Out Provision .....	4

### **ARTICLE 4 - MANAGEMENT RIGHTS**

4.01 – Management Rights .....	5
--------------------------------	---

### **ARTICLE 5 - UNION SECURITY AND CHECK OFF**

5.01 – Union Membership .....	5
5.02 – Deduction of Fees .....	5

### **ARTICLE 6 - UNION REPRESENTATIVES AND COMMITTEES**

6.01 – Committees and Meetings.....	5
6.02 – Compensation While on Joint Committee Work.....	6
6.03 – Stewards .....	6
6.04 – Pre-Negotiating Committee .....	6
6.05 – Conducting Union Business/Access to Company Property .....	7
6.06 – Documents and Correspondence to Union .....	7
6.07 – Bulletin Boards .....	8

6.08 – Introduction to Shop Steward .....	8
6.09 – Employees’ Personnel File .....	8
6.10 – Disciplinary Records.....	9

## **ARTICLE 7 - SAFETY**

7.01 – Safety Policy .....	9
7.02 – Employee Requiring Assistance .....	10
7.03 – Video Display Terminals .....	10
7.04 – Protective Equipment.....	11
7.05 – Early and Safe Return to Work.....	11
7.06 – Medical Accommodation.....	11

## **ARTICLE 8 - TRAINING**

8.01 – Training Programmes – Clerical.....	12
8.02 – Labour Relations Fund.....	13
8.03 – Regular Employee Commencing Apprenticeship Program.....	13

## **ARTICLE 9 - HOURS OF WORK**

9.01 – Intent of Clause .....	13
9.02 – Non-Shift Employees.....	14
9.03 – Shift Employees - Computer Operators.....	15
9.04 – Contact Centre Hours of Operation .....	16
9.05 – Rest Breaks .....	17
9.06 – Shift Employees .....	17
9.07 – Shift Differential .....	18
9.08 – Relief Shift – Information Services Department .....	18
9.09 – Alternate Hours at Request of Employee .....	19

## **ARTICLE 10 - OVERTIME**

10.01 – Overtime Rate .....	19
10.02 – Banking of Overtime.....	19
10.03 – Basis of Overtime .....	20
10.04 – Minimum Overtime .....	21
10.05 – Equal Distribution.....	21
10.06 – Period of Rest.....	21
10.07 – Overtime While Traveling .....	22
10.08 – Overtime on Callouts During Unplanned Outages .....	22

## **ARTICLE 11 - WAGES**

11.01 – Wages as in Schedule B .....	23
--------------------------------------	----

## **ARTICLE 12 - STANDBY SERVICE**

12.01 – Standby Service .....	23
-------------------------------	----

## **ARTICLE 13 - INCLEMENT WEATHER**

13.01 – Reporting For And Leaving Work During Inclement Weather.....	25
--	----

## **ARTICLE 14 - NOTICE, TRAVEL TIME AND MEALS**

14.01 – Definitions.....	27
14.02 – Normal Headquarters to Assigned Work Location (AWL).....	27
14.03 – Kilometre Allowance .....	27
14.04 – Meals During Overtime .....	27
14.05 – Notice of Planned Work Assignments.....	28
14.06 – Alternative Hours - Temporary Headquarters/AWL .....	29
14.07 – Per Diem Meal Allowance & Accommodations .....	30
14.08 – Travel Allowance.....	31
14.09 – Commuting Allowance (Temporary Headquarters or AWL).....	31
14.10 – Travel .....	33
14.11 – Special Projects .....	34
14.12 – Emergency Situations .....	35

## **ARTICLE 15 - PAID HOLIDAYS**

15.01 – Paid Holidays .....	35
15.02 – Observed Day .....	36
15.03 – Shift Employees - Computer Operators.....	36

## **ARTICLE 16 - VACATIONS**

16.01 – Vacation Year .....	36
16.02 – Vacation Credits.....	36
16.03 – Utilization of Vacation Credits .....	37
16.04 – Scheduling of Vacations .....	38
16.05 – Paid Holiday During Vacation.....	39
16.06 – Call-back from Vacation.....	39
16.07 – Temporary Employee - Vacation Period .....	40
16.08 – Vacation Pay on Termination .....	40

16.09 – Transfer Vacation to Sick Leave .....	40
16.10 – Bereavement Leave During Vacation.....	40

## **ARTICLE 17 - INSURANCE AND BENEFIT PLANS**

17.01 - Insurance Benefits for Regular Employees .....	41
17.02 - Insurance Benefits for Temporary Employees .....	41
17.03 - Cost Of Policies .....	41
17.04 - Interim Insurance for New Employees .....	41
17.05 - Pension Benefits and Group RRSP .....	42
17.06 - Severance Pay .....	43
17.07 - Retirement Allowance .....	43
17.08 – Enhanced Early Retirement Program .....	44
17.09 – Registered Retirement Savings Plan.....	44

## **ARTICLE 18 - SICK LEAVE**

18.01 – Sick Leave - Regular Employees.....	45
18.02 – Sick Leave - Temporary Employees.....	46
18.03 – Reporting Sick and Medical Certificates .....	46
18.04 – Medical Assessment.....	47
18.05 – Medical and Dental Appointments .....	47

## **ARTICLE 19 - PERSONAL EQUIPMENT**

19.01 – Personal Clothing & Equipment .....	47
19.02 – Clothing Allowance .....	48
19.03 – Uniforms .....	48
19.04 – Coveralls for Dirty Jobs .....	48

## **ARTICLE 20 - LEAVE OF ABSENCE**

20.01 – Bereavement Leave.....	48
20.02 – Court Duty.....	49
20.03 – Union Business .....	49
20.04 – Union Conventions .....	50
20.05 – Business Manager .....	50
20.06 – Leave for Other Purposes.....	51
20.07 – Family Responsibility Leave .....	51
20.08 – Education Leave.....	52
20.09 – Pregnancy Leave .....	53
20.10 – Emergency Leave.....	54
20.11 – Parental Leave.....	54

20.12 – Adoption Leave.....	54
-----------------------------	----

## **ARTICLE 21 - SENIORITY**

21.01 – Seniority .....	55
21.02 – Selection of Regular Employees for Promotion and Transfer.....	56
21.03 – Selection of Regular Employees for Layoff and Recall .....	57
21.04 – Loss of Seniority .....	57
21.05 – Temporary Assignment Into Managerial Position.....	58
21.06 – Regular Employee Transferring into Craft Unit .....	58
21.07 – Seniority Roster .....	59
21.08 – Rehiring Temporary Employees .....	59

## **ARTICLE 22 – VACANCIES AND NEW CLASSIFICATIONS**

22.01 – Introduction Of New Classifications .....	61
22.02 – Job Postings.....	62
22.03 – Job Selection .....	62
22.04 – Temporary Work Outside Employee’s Classification.....	62
22.05 – Request For Reclassification .....	63
22.06 – Transfer To Lower Paying Classification .....	63
22.07 – Relocation Expenses .....	63
22.08 – Classification Re-evaluation .....	63

## **ARTICLE 23 - NO DISCRIMINATION**

23.01 – No Discrimination.....	64
23.02 – Personal and Sexual Harassment .....	65

## **ARTICLE 24 - GRIEVANCE**

24.01 – Grievance Steps .....	65
24.02 – Grievance – Probationary Employees.....	66

## **ARTICLE 25 - ARBITRATION**

25.01 – Arbitration Procedure.....	66
------------------------------------	----

## **ARTICLE 26 - DURATION AND RENEWAL OF CONTRACT**

26.01 – Effective Period.....	67
26.02 – Self-Renewing Unless Terminated .....	67
26.03 – Change by Consent .....	67



## **ARTICLE 27 – ESSENTIAL EMPLOYEES**

**27.01 – Essential Employee Requirements..... 67**

**SCHEDULE “A”: Classification .....69**

**SCHEDULE “B”: Wages.....70**

**SCHEDULE “C”: Clothing .....73**

**APPENDIX A: Letter of Understanding .....75**

**APPENDIX B: Supplementary Unemployment Benefit Plan.....76**

**APPENDIX C: Letter of Understanding – Group Insurance .....78**

## I n d e x

### A

Adoption Leave.....	54
Agreement to Be Observed.....	3
Alternative Hours at Request of Employee .....	19
Alternate Hours – Temporary Headquarters/AWL .....	29
Arbitration Procedure.....	66

### B

Banking of Overtime.....	19
Bargaining Unit Work.....	4
Basis of Overtime.....	20
Bereavement Leave During Vacation.....	40
Bereavement Leave.....	48
Bulletin Boards .....	8
Business Manager .....	50

### C

Callback from Vacation .....	39
Change by Consent .....	67
Classification Re-Evaluation .....	63
Clothing Allowance .....	48
Committees and Meetings.....	5
Compensation While on Joint Committee Work.....	6
Conducting Union Business/Access to Company Property.....	7
Contact Centre Hours of Operations.....	16
Contracting Out Provision .....	4
Commuting Allowance (Temporary Headquarters or “AWL”) .....	31
Cost of Policies .....	41
Court Duty.....	49
Coveralls for Dirty Jobs .....	48

### D

Deduction of Fees .....	5
Definitions.....	27
Definition of Employee.....	3

Disciplinary Records.....	9
Documents and Correspondence to Union .....	7

## **E**

Early and Safe Return to Work.....	11
Education Leave.....	52
Effective Period.....	67
Enhanced Early Retirement Program.....	44
Emergency Leave.....	54
Emergency Situations .....	35
Employee Requiring Assistance .....	10
Employees' Personnel File .....	8
Equal Distribution .....	21
Essential Employee Requirements.....	67

## **F**

Family Responsibility Leave .....	51
-----------------------------------	----

## **G**

Grievance Steps.....	65
Grievance – Probationary Employees.....	66

## **I**

Insurance Benefits for Regular Employees .....	41
Insurance Benefits for Temporary Employees .....	41
Intent of Clause .....	13
Interim Insurance for New Employees .....	41
Interpretation .....	3
Introduction of New Classifications .....	61
Introduction of Shop Steward .....	8

## **J**

Job Postings.....	62
Job Selection .....	62

## **K**

Kilometre Allowance .....	27
---------------------------	----

## **L**

Labour Relations Fund.....	13
Leave for Other Purposes.....	51
Loss of Seniority .....	57

## **M**

Management Rights .....	5
Meals During Overtime .....	27
Medical Accommodation.....	11
Medical Assessment.....	47
Medical and Dental Appointments .....	47
Minimum Overtime.....	21

## **N**

No Discrimination.....	64
No Work Stoppages .....	3
Non-Shift Employees.....	14
Notice of Planned Work Assignments.....	28
Normal Headquarters to Assigned Work Location (AWL).....	27

## **O**

Observed Day.....	36
Overtime While Travelling .....	22
Overtime Rate .....	19
Overtime on Callouts During Unplanned Outages.....	22

## **P**

Paid Holiday During Vacation.....	39
Paid Holidays .....	35
Parental Leave.....	54
Pension Benefits and Group RRSP.....	42
Per Diem Meal Allowance & Accommodations .....	30
Period of Rest.....	21

Personal and Sexual Harassment .....	65
Personal Clothing & Equipment .....	47
Pregnancy Leave .....	53
Pre-Negotiating Committee .....	6
Probationary Period.....	3
Protective Equipment.....	11
Purpose of Agreement.....	2

## R

Recognition .....	2
Registered Retirement Savings Plan.....	44
Regular Employee Commencing Apprenticeship Program.....	13
Regular Employee Transferring Into Craft Union.....	58
Rehiring Temporary Employees .....	59
Relief Shift – Information Services Department .....	18
Relocation Expenses .....	63
Reporting For and Leaving Work	
During Inclement Weather .....	25
Reporting Sick and Medical Certificates .....	46
Request For Reclassification.....	63
Rest Breaks .....	17
Retirement Allowance.....	43

## S

Safety Policy .....	9
Scheduling of Vacations .....	38
Selection of Regular Employees for Promotion and Transfer.....	56
Selection of Regular Employees for Layoff and Recall .....	57
Self-Renewing Unless Terminated .....	67
Seniority .....	55
Seniority Roster.....	59
Severance Pay .....	43
Shift Employees .....	17
Shift Employees – Computer Operators .....	15, 36
Shift Differential .....	18
Sick Leave – Regular Employees .....	45
Sick Leave – Temporary Employees .....	46
Special Projects .....	34
Standby Service.....	23
Stewards .....	6

## **T**

Technological Change.....	4
Temporary Assignment Into Managerial Position.....	58
Temporary Employee – Vacation Period.....	40
Temporary Work Outside Employee’s Classification .....	62
Training Programmes – Clerical.....	12
Transfer To Lower Paying Classification.....	63
Transfer Vacation to Sick Leave.....	40
Travel .....	33
Travel Allowance .....	31

## **U**

Uniforms .....	48
Union Business .....	49
Union Conventions .....	50
Union Membership .....	5
Utilization of Vacation Credits .....	37

## **V**

Vacation Credits.....	36
Vacation Pay on Termination .....	40
Vacation Year .....	36
Video Display Terminals .....	10

## **W**

Wages As in Schedule B.....	23
-----------------------------	----

## ***TO ALL SUPERVISORY STAFF AND UNION STEWARDS***

This Agreement is the result of collective bargaining between representatives of the Union and the Company. It has been entered into in good faith and represents the efforts of many people over several months of Union-Company relations. The Parties hereto recognize that a series of rigid rules cannot alone result in mutual co-operation. The spirit behind the Agreement is much more important than the terms in which it is written.

SUPERVISORY STAFF AND UNION STEWARDS are urged to study and become familiar with the terms and conditions of this Agreement and to observe strictly THEIR obligation contained herein. Relationships between supervisors, their Employees and Union representatives should be handled with an attitude of fair play, adherence to the terms of the Agreement and a genuine effort to promote amicable and harmonious working arrangements in a spirit of goodwill, tolerance and understanding.

THIS AGREEMENT made as of the **1<sup>st</sup> day of October, A.D. 2008.**

BETWEEN:

**NEWFOUNDLAND POWER INC.,**  
Hereinafter referred to as the “Company” of the First Part

AND

**LOCAL UNION 1620 INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS,**  
Hereinafter referred to as the “Union” of the Second Part

WITNESSETH THAT THE PARTIES HERETO DO COVENANT AND AGREE  
AS FOLLOWS:

## **ARTICLE 1 - PURPOSE OF AGREEMENT**

### ***1.01 - PURPOSE OF AGREEMENT***

It is the intent and purpose of the Parties to establish, as herein set forth, their full Agreement covering wages, hours of work and other working conditions and to provide a procedure for the prompt and equitable adjustment of grievances so as to prevent interruptions of work and to promote an efficient operation. The Parties hereto recognize that they are jointly engaged in providing an essential and vital service to the public and that there is an obligation on each Party for the continuous performance and availability of such service.

## **ARTICLE 2 – RECOGNITION**

### ***2.01 - RECOGNITION***

The Company recognizes the Union as the sole and exclusive bargaining agent for its Employees who are in the Bargaining Unit as set forth in the Certification Order issued by the Newfoundland Labour Relations Board on the 23<sup>rd</sup> of October 1990 as amended from time to time and covers all classifications in Schedule “A”



attached hereto - as amended from time to time by either the Board or the Parties - which Schedule and amendments form part of the Agreement.

## **2.02 - DEFINITION OF EMPLOYEE**

- (a) Employee means any Employee of the Company for whom the Union is the recognized bargaining agent.
- (b) Regular Employee means an Employee who is employed by the Company for an indefinite period on a full-time basis.
- (c) Temporary Employee means an Employee who is employed on a full-time or part-time basis, in casual or seasonal work, or for the duration of the work assignment.
- (d) Student is a casual Employee who is hired for a specific period of time not to exceed five months and upon completion returns to continue studying.

## **2.03 - INTERPRETATION**

For the purposes of this Agreement, any reference to the masculine gender shall be deemed to include the feminine and vice versa, and the plural shall be deemed to indicate the singular and vice versa, as the context may require. **In addition, any reference to spouse or common law spouse shall include opposite sex partners and same sex partners.**

## **2.04 - PROBATIONARY PERIOD**

**Upon commencement of employment with the Company, a Regular or Temporary Employee will be subject to a probationary period of up to six (6) months of work with the exception of an Employee hired by the Company for participation in a formal apprenticeship program. These Employees shall be subject to a probationary period of up to twelve (12) months of work.**

# **ARTICLE 3 - RESPONSIBILITIES OF THE PARTIES**

## **3.01 - AGREEMENT TO BE OBSERVED**

The Union, its officers and representatives at all levels, and all Employees are bound to observe the provisions of this Agreement. The Company, its officials and representatives at all levels, are bound to observe the provisions of this Agreement.

## **3.02 - NO WORK STOPPAGES**

During the Term of this Agreement the Union shall not call upon or authorize Employees individually or collectively to, nor shall any Employee cease, slow

down, or abstain from the performing of their duties for the Company, and the Company shall not cause any lockout.

### **3.03 - TECHNOLOGICAL CHANGE**

When it is necessary to reduce the number of Regular Employees because of automation and/or technological or organizational change, every reasonable effort will be made to accomplish the reduction through attrition or reassignment of the Regular Employee affected. The Company shall give the Union at least three (3) months advance written notice of the changes.

### **3.04 - BARGAINING UNIT WORK**

The Company recognizes and respects the work of the Bargaining Unit. Managerial Employees shall not normally perform work regularly performed by Employees except in the following circumstances:

- (a) For leaves of absence in accordance with the Collective Agreement not to exceed 5 days.
- (b) For instructing and training.
- (c) For efficient operation during breaks, lunch hours and office meetings.
- (d) In case of emergencies affecting the safety of the public or persons employed by the Company, and imminent damage to equipment.
- (e) In cases where predetermined need is identified and documented to reflect working arrangements within this Bargaining Unit.
- (f) **Unionized employees of other Fortis companies performing work for the Company, including exchange arrangements, with prior written approval of the Union.**
- (g) **Members of the Craft bargaining unit temporarily assigned into the Clerical Bargaining unit with the prior written approval of the Union.**

Managerial Employees shall not be permitted, except in the case of emergencies to perform regular production work of the Employees in the Bargaining Unit on overtime.

### **3.05 - CONTRACTING OUT PROVISION**

Regular Employees will not be laid off because of work shortages resulting from contracting out.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

### ***4.01 - MANAGEMENT RIGHTS***

The Union recognizes that the Company has the sole authority to manage its affairs, to make and alter from time to time rules and regulations to be observed by Employees, to direct its working forces including the right to hire, classify, promote, demote (but not as a disciplinary measure), transfer, lay-off, discipline and discharge any Employee for just cause, and to increase or decrease the working force of the Company, and to re-organize any department or section thereof from time to time as circumstances and necessity may require. In the exercise of the foregoing management rights, the Company shall be subject to, and this Clause will not abrogate, the provisions of the Agreement.

## **ARTICLE 5 - UNION SECURITY AND CHECK OFF**

### ***5.01 - UNION MEMBERSHIP***

Membership in the Union shall be a condition of employment for every Employee. Every new Employee shall immediately apply for membership in the Union. The Company agrees to give the Employee the Union membership application forms provided to the Company by the Union.

### ***5.02 - DEDUCTION OF FEES***

The Company shall deduct from each Employee an amount equivalent to the Initiation Fee and monthly Union Dues and other levies and assessments except fines and shall forward such funds to the Financial Secretary of the Union not later than ten (10) working days in the month following such deductions accompanied by a list of the Employees on behalf of whom such deductions were made. The list shall include name, address, classification and reporting headquarters and shall be as shown by the records of the Company.

## **ARTICLE 6 - UNION REPRESENTATIVES AND COMMITTEES**

### ***6.01 - COMMITTEES AND MEETINGS***

The Company agrees to meet and deal with the following committees and the Union shall keep the Company informed, at all times, as to the names of its Officers, Negotiating Committee Members, Labour Management Committee (2 appointed by the Union from this Bargaining Unit), Shop Stewards, Apprenticeship Advisory Committee, committees and representatives required under the Occupational Health and Safety Act, **Classification Review Committee**,

other joint management and union committees and any other persons who are authorized representatives of the Union for the purposes of negotiations and discussions with the Company in matters which are appropriate under provisions of this Agreement. The Union may also have the services of a person designated by the Union when dealing with grievances, or servicing this contract. The Labour Management Committee shall meet once a month unless otherwise mutually agreed by the Union and the Company.

**Minutes will be taken for the above mentioned committee meetings. The minutes will contain action items and associated deadlines as appropriate. The Company and the Union are committed to a timely resolution of all action items.**

#### ***6.02 - COMPENSATION WHILE ON JOINT COMMITTEE WORK***

The Company agrees that Employees who are members of the above committees shall suffer no loss of pay while engaged in any Company-Union joint consultative committee work, and if travelling with the mutual consent of the Company and the Union, the Company will reimburse them for reasonable travelling and living expenses incurred when away from their designated headquarters. Members of the joint committee shall be allowed reasonable time during working hours when they are required to attend to business arising out of joint committee work, it being understood that in all cases members of the Committee requiring time off from regular work must obtain approval from their immediate supervisor.

#### ***6.03 - STEWARDS***

Shop Stewards, appointed by the Union Business Manager in writing to the Company, shall be allowed time to perform their duties in servicing this Agreement without discrimination and without loss of pay, it being understood that in all cases Shop Stewards requiring time away from regular duties shall obtain prior approval from their immediate supervisor. Such approval shall be given by the supervisor subject to the exigencies of the operation. In the event of a layoff, the Company shall notify the Union immediately before any Shop Steward is terminated.

#### ***6.04 - PRE-NEGOTIATING COMMITTEE***

The Company agrees to give the Employees on the Negotiating Committee (not to exceed 5 Employees) 5 working days without pay to prepare for upcoming negotiations.

### **6.05 – CONDUCTING UNION BUSINESS/ ACCESS TO COMPANY PROPERTY**

The Union Representative shall have access to the Company property in performance of their duties in servicing this Agreement, providing they have made prior arrangements with **Human Resources**.

During working hours or on Company premises, the Union, its members, or its agents shall not persuade or attempt to persuade, persons employed by the Company to join the Union, and shall not conduct Union activities, except as herein provided.

### **6.06 - DOCUMENTS AND CORRESPONDENCE TO UNION**

The Company shall provide the Union the following information pertaining to Employees:

- (a) A list of all Regular Employees showing their names, addresses, and Service and Bargaining Unit Seniority as at the thirty-first day of May of that year.
- (b) A list of all Temporary Employees showing their names, addresses, and accumulated service by area and location as at the last day of each month by the 10<sup>th</sup> working day of the month following.
- (c) A copy of all job postings, job appointments, promotions, demotions, and transfers as soon as they are posted.
- (d) **On a monthly basis, names of Employees who are job sharing, temporarily assigned to another union position for a continuous basis of 3 months or more, hired, discharged, retired, deceased or who have resigned.**
- (e) **On a monthly basis, a copy of any suspensions, verbal or written warnings given to Employees.**
- (f) Reasonable notification of any courses, seminars, workshops or educational programs to be given by or through the Company pertinent to Employees of the Bargaining Unit.
- (g) On a monthly basis, a list containing the names of Bargaining Unit Employees on temporary assignment into management giving the effective date.
- (h) On a monthly basis, a list containing the names of Bargaining Unit Employees upon their return to the Bargaining Unit from temporary assignment in management, including the effective return date.
- (i) The names and positions of Employees participating in a Return to Work program including the start and estimated duration of any accommodation

that is outside the Collective Agreement and/or the Bargaining Unit. (May also require an LOU)

- (j) **On a monthly basis, a list of Employees going on or returning from long term disability.**
- (k) **On a monthly basis, a list of Employees assigned to special projects outside of the province.**

**The Company shall provide the Union with copies of all policies and procedures that affect Employees.**

#### **6.07 - BULLETIN BOARDS**

The Company shall locate bulletin boards where they shall be readily accessible to Employees and agrees to permit the Union to post on such boards as well as a specified location on the Company's intranet, only notices concerning elections, meetings, reports, and other official Union Business or notices of recreational and social activities. Such notices must have an expiry date so that the Employee assigned the responsibility of maintaining up-to-date and orderly bulletin boards may remove same at the appropriate time. These bulletin boards, with the exception of access to the Company's intranet, shall be available to Employees working from all Company sites, including Temporary Headquarters and "AWL".

#### **6.08 - INTRODUCTION TO SHOP STEWARD**

When a new Employee is hired, the Company will advise the Employee that there is a Labour Agreement in effect and introduce the Employee to the local Union Representative and/or Shop Steward.

The Company shall also provide the Shop Steward an opportunity to meet with the new Employee, to familiarize the Employee with the Labour Agreement and present them with the Local Union's orientation information materials and welcome them to the Union.

The meeting would normally be completed within one half (1/2) hour.

**At the Union's request, the Company will provide the Business Manager an opportunity to meet with new Regular Employees or Apprentices to present them with the Local Union's orientation. This meeting will not exceed 4 hours. No additional travel costs will be provided for this orientation.**

### **6.09 - EMPLOYEES' PERSONNEL FILE**

The Company shall not maintain more than one Personnel File for each Employee. Employees shall have the right to view and obtain a copy of their Personnel File by making arrangements directly with their supervisor. Where it is demonstrated that the information contained in a file is incorrect, the appropriate correction shall be made. The Company shall execute the request within ten (10) calendar days.

### **6.10 - DISCIPLINARY RECORDS**

Discipline shall be for just cause. Where disciplinary action is to be administered to an Employee by a supervisor, the Employee may request that a Shop Steward be present. The Company will provide the Employee with advance notification where reasonably possible. Where disciplinary action is taken, the Company shall place a record of such action in the Employee's Personnel File and give a copy to the Employee. The Employee shall sign the record to indicate receipt of the copy. If the Employee so wishes, they may respond to the record and such response will be attached to the record and placed in the Employee's Personnel File.

After twenty-four (24) months, the Company shall remove the disciplinary record from the Employee's Personnel File and shall not refer to it or use it against the Employee. The disciplinary record removed from the file will be returned to the Employee within thirty (30) days of its removal.

## **ARTICLE 7 – SAFETY**

### **7.01 - SAFETY POLICY**

The Company and the Union consider safety to be of paramount importance and agree to the following policy and objectives:

- To completely integrate Safety with all operations. To see that Employees are at all times kept familiar with the general and special practices for the safe conduct of their work.
- To recognize and support the efforts of the Occupational Health and Safety Committees as established under the Occupational Health and Safety Regulations. These committees shall be comprised of Union and management appointees with co-chairmanship. They shall be mandated to carry out the duties and responsibilities as prescribed by legislation.
- To see that the safety **practices and procedures**, as prescribed from time to time in the Company's **Operations** Manual or by law, shall be strictly adhered to.

- The tools and safety equipment supplied by the Company shall be properly used and taken care of at all times by the Employees to whom they are issued.

**Employees will not be required to undertake work which the Employee has reasonable grounds to believe is dangerous to their health or safety or the health or safety of another person at the workplace as per the provisions of the Occupational Health and Safety Act.**

**Contractors will be required to comply with occupational health and safety legislation and follow all Company's health and safety practices and procedures.**

### ***7.02 - EMPLOYEE REQUIRING ASSISTANCE***

Employees will not be required to undertake work which they consider unsafe, or where by safety regulations additional help is required. It shall be their duty in these cases to immediately notify their supervisor or their headquarters. If this is impossible, they shall summon such help as is required to undertake the work safely.

### ***7.03 - VIDEO DISPLAY TERMINALS***

A video display terminal (VDT) user is an Employee whose use of video display terminals is a mandatory requirement for a minimum of one (1) hour per day for the completion of their job duties. At the request of the Employee, VDTs shall be equipped with "Stretchware<sup>TM</sup>" or a similar software program that is designed to help relieve eyestrain and encourage Employees to perform ergonomic exercises.

For video display terminal users, the Company shall take every reasonable step to:

- (1) Ensure that new video display terminals meet ergonomic standards.
- (2) Minimize lighting glare.
- (3) Test video display terminals for emissions based on requests from Employees. Results of such inspections shall be made available to the Union.

For Regular Employees who are video display terminal users, the Company shall:

- (1) Pay for annual eye examinations if not covered under existing benefit package.



- (2) For Employees who experience a change in prescription due to the annual eye examination, cover the cost of glasses or contact lenses not covered under the existing benefit to the maximum covered under Clause 17.01.

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all of the rights and privileges granted to Regular Employees under this Clause.

#### ***7.04 - PROTECTIVE EQUIPMENT***

The Company will supply the necessary safety and protective equipment required to ensure that all work may be carried out safely in accordance with the rules contained in the Company's **Operations** Manual or any law of the Province.

**Flame resistant protective clothing of a type, which meets recognized industry standards will continue to be supplied for the duration of the collective agreement.**

#### ***7.05 - EARLY AND SAFE RETURN TO WORK***

The Company, the Union and all Employees shall abide by their duties and obligations outlined in the Workplace Health, Safety and Compensation Act and the Human Rights Code. All parties shall cooperate in the early and safe return to work of Employees **who have been disabled due to injury or illness.**

#### ***7.06 - MEDICAL ACCOMMODATION***

**The Company shall provide suitable employment that is available and consistent with the Employee's qualifications and functional abilities comparable with their pre-disability position.**

**Every effort shall be made to accommodate, if available, in the following order:**

- **1<sup>st</sup> in a classification of equal compensation,**
- **2<sup>nd</sup> in a classification of higher compensation,**
- **3<sup>rd</sup> in a classification of lower compensation.**

**Suitable work will be offered under the Company's early and safe return to work program and in accordance with the WHSCC Policy RE-18 Hierarchy of Return to Work. This may involve the Employee's pre-disability position with or without modifications, a comparable position with or without**

**modifications, or a collection of duties that the Employee can perform based upon the Employee's qualifications and functional abilities. These guidelines may involve accommodation outside the Clerical Collective Agreement, either within the Craft Bargaining Unit or in management, but only after all reasonable options within the confines of the Clerical Collective Agreement have been explored. Accommodation within the Craft Bargaining Unit shall require the consent of the Union.**

**When an Employee requires medical accommodation, the appropriate documentation will be forwarded to Human Resources. Upon receipt of the documentation, medical accommodation will be offered as soon as possible. Accommodations will be made on a case by case basis with consideration of the Employee's qualifications and functional abilities. Where the Workplace Health, Safety and Compensation Act or the Human Rights Code provides the injured or disabled Employee with more rights than this Clause, the appropriate legislation shall prevail.**

## **ARTICLE 8 – TRAINING**

### ***8.01 - TRAINING PROGRAMMES- CLERICAL***

The Company and the Union recognize the need for development of educational and training programmes as may be required to meet the challenge of a constantly changing work environment and to promote maximum development of manpower programmes.

- (a) It is recognized that mutual benefits would accrue by participating in Labour Relations Training and, where practical, the parties agree to co-operate in this training.
- (b) The Company shall provide training, where reasonable, in order to broaden the knowledge and skills of Employees.
- (c) Upon supervisory approval, the Company shall assist Employees who attend training programmes at approved institutions off the premises outside their normal working hours, when such training relates to overall career development. Such assistance shall include reimbursement for tuition fees and compulsory textbooks upon successful completion of the training programme. Should such assistance be denied, the Employee may request a review by the Employee Development Section.
- (d) Training which is considered by the Company to be essential for satisfactory job performance shall be mandatory and shall be considered as time worked. Employees attending training outside their operating area and delivered on a

normal working day shall be paid a normal day's pay. Employees attending training within their operating area and delivered on a normal working day shall report to their supervisor if training is completed before the expiration of the normal workday. When travel to or from the place of training is necessary, it shall be done during normal working hours where practical. When travel to or from mandatory training is necessary on days of rest, Employees shall be paid at normal straight time rates for the actual travel time required to a maximum of eight (8) hours in any calendar day. If such travel is required outside normal working hours on regular workdays, straight time rates shall apply to a maximum of eight (8) hours. **If an Employee is required to travel to a safety meeting outside of normal work hours, they will be paid at the double time rate.**

- (e) Notwithstanding the provisions outlined in (d), when an Employee travels in a vehicle that is required for use in mandatory training, any travel time outside normal working hours or on a day of rest shall be paid at the overtime rates.

### **8.02 - LABOUR RELATIONS FUND**

The Company will make available in each calendar year a maximum of **\$11,000.00** for labour relations education and training for this Bargaining Unit's membership. The Company shall commit part or all of these funds towards specific programmes only upon written request from the Business Manager to the appropriate Company official.

Actual disbursements of the funds shall be made only when Union requests are substantiated by invoices.

### **8.03 - REGULAR EMPLOYEE COMMENCING APPRENTICESHIP PROGRAM**

A Regular Employee who is accepted for an apprenticeship program shall continue to be classified as a Regular Employee and the Regular Employee's current salary shall be continued until the rate of the apprentice position equals or exceeds the frozen rate, when subsequent negotiated increases shall apply.

Upon completion of the apprenticeship, the Regular Employee will be placed as a Journeyperson in their respective trade.

## ARTICLE 9 - HOURS OF WORK

### **9.01 - INTENT OF CLAUSE**

This clause provides the basis for the calculation of any payment for hours of work and shall not be read or construed as a guarantee of hours of work per day or week, or a guarantee of days of work per week.

### **9.02 - NON-SHIFT EMPLOYEES**

Except as otherwise expressly provided in this Agreement, the normal hours of work shall be as follows:

(a) Regular Hours - Regular Employees

Except during the summer period, the normal hours shall be 8:30 a.m. to 5:00 p.m., Monday to Friday, with a one-hour lunch break from 1:00 p.m. to 2:00 p.m. However, Regular Employees, with the approval of their Supervisor, may elect to work optional hours from 8:00 a.m. to 4:00 p.m., 8:30 a.m. to 4:30 p.m. or 9:00 a.m. to 5:00 p.m. with a one-half hour lunch break scheduled between 12 noon and 2:00 p.m. provided:

- (1) There shall be, in the opinion of the Company, sufficient number of Employees on duty up to 5:00 p.m. to provide proper and adequate service to the public;
- (2) The Employee is not engaged on field construction projects;
- (3) The election is to be for a period(s) of not less than four (4) consecutive weeks;
- (4) The Employee shall give at least two (2) weeks prior notice to the Company.

Where requirement (1) cannot be met for any or all Regular Employees requesting the option, the option shall be made available on a rotating basis.

Where the Company has granted the option and later determines that requirement (1) cannot be met, it can cancel the option on two (2) weeks notice to the Employee.

(b) Summer Hours - Regular Employees

For the period between mid June (school closing) to Labour Day the normal hours of work shall be 8:00 a.m. to 4:00 p.m., Monday to Friday, with a one-half hour lunch break scheduled between 12:00 noon to 2:00 p.m. Optional hours of work are not applicable during the period in which summer hours

are in effect. Where the regular hours are required to provide proper and adequate customer service, the Regular Hours specified in (a) above, will apply throughout the summer for Cashier and walk-in customer service in the Area/ Regional Offices, and Head Office reception.

(c) *Changes to Lunch Break - Regular Employees*

The lunch break times specified in this clause may be varied by the Company for as many Employees as, in the opinion of the Company are required to provide proper and adequate service to the public. The varied lunch break time must be between the hours of 11:30 a.m. and 2:00 p.m.

(d) *Normal Hours, 40-Hour Week*

For Employees in the following classifications, the normal hours of work shall be from 8:00 a.m. to 5:00 p.m., Monday to Friday, with a one hour lunch break from 1:00 p.m. to 2:00 p.m. or, at the election of the Company from 8:00 a.m. to 4:00 p.m. with a one-half hour paid lunch period from 12:00 noon to 12:30 p.m. at the worksite.

- Operations Clerk
- Surveyor's Assistant

**9.03 - SHIFT EMPLOYEES - COMPUTER OPERATORS**

The hours of work for shift Employees shall average forty (40) hours per week over a cycle of shifts. This shall be achieved by working shifts ranging from eight (8) hours, ten (10) hours and twelve (12) hours in accordance with the shift schedule. The starting and quitting time and days of rest for shift Employees shall be made in accordance with a shift schedule to be posted ten (10) days before the effective starting date. If notice is not given, the Company shall pay the Employees involved the applicable overtime rate for all hours worked the first two (2) shifts of the shift schedule except that where an Employee is required to start a shift on Friday and work Saturday and Sunday, then the Company shall pay that Employee the applicable overtime rate for the first three (3) shifts of the shift schedule. Subsequent shifts will be paid at straight time rate. Shifts shall rotate or alternate on a regular basis. When shift Employees, at the request of the Company, work two consecutive shifts they would be paid the applicable overtime rate. Shift Employees will not be required to work consecutive twelve (12) hour shifts except under extreme circumstances.

Should there be any evidence of Employee fatigue, deterioration of safety standards, reduction in the present level of efficiency or increasing operating costs,

or other problems resulting from the shift schedule and the problem cannot be resolved through the Labour Management Committee then the Company may modify the shift schedule upon one (1) month's written notice to the Union. No overtime costs will be incurred as a result of a changeover to or from the shift.

For calculation of vacation credits, utilization of vacation credits, calculation and administration of the Short Term Salary Continuance Plan, and calculation and administration of the Insurance and Benefits Plans time would be calculated on an hour for hour basis.

Computer Operators will be provided a one-half (1/2) hour paid lunch on all shifts.

#### **9.04 - CONTACT CENTRE HOURS OF OPERATION**

For Employees in the Contact Centre of the Customer Service Department and for Area Customer Representatives during the time they are assigned as remote agents for the Contact Centre, the hours of operation shall be from 8:00 a.m. to 8:00 p.m., Monday to Friday with the following conditions:

- (a) Employees assigned alternate hours of work shall not have their hours split during any working day. Their hours will be continuous.
- (b) Regular Employees in the classification of Customer Account Representative will be given preference in selection of their preferred work schedule based on Bargaining Unit Seniority. In cases where Bargaining Unit Seniority is equal, Service Seniority shall govern. Regular Employees in the classification of Area Customer Representative will then be given preference in selection of their preferred work schedule from the remaining available shifts based on Bargaining Unit Seniority. In cases where Bargaining Unit Seniority is equal, Service Seniority shall govern. Temporary Employees will then be given preference in selection of their preferred work schedules from the remaining available shifts based on the Preference listing. **Regular Employees may request to change their preferred work schedule in January and July of each year and will be accommodated on a seniority basis.**
- (c) Once the Regular Employee has selected their hours of work and the hours have been established, if the Company requires a Regular Employee to change their hours of work, the Company will offer the Regular Employee the work schedule of their choice occupied by Employees in that classification with less Bargaining Unit Seniority.

- (d) It is agreed and accepted that the preferred alternate hours of work established by the Employee as per the above process, shall be the hours of work for the Employee. An Employee working in excess of seven and one-half (7.5) hours per day shall be paid in accordance with Article 10 - Overtime.
- (e) If the Regular Employee wants to change their preferred work schedule, the Company will accommodate the request when that work schedule is available.
- (f) **Once the weekly schedule has been posted, any vacancies will be filled by Temporary Employees who have been scheduled for less than a full shift that day based on the Preference listing.**
- (g) A differential of \$1.20 per hour shall apply for hours worked between 16:00 hours and 20:00 hours. The differential shall not apply to hours worked for which overtime rates apply.

#### **9.05 - REST BREAKS**

Employees shall be permitted a fifteen (15) minute rest break during each ½ day or ½ shift as scheduled by their supervisors. Rest breaks shall be taken after the first hour and before the last hour of each half shift.

#### **9.06 - SHIFT EMPLOYEES**

The Company may require the establishment of shifts for peak work requirements or customer service needs. For Regular Employees, the starting and quitting time and days of rest for shift shall be made in accordance with a shift schedule to be posted ten (10) days before the effective starting date.

Non-shift Regular Employees will be given ten days written notice when required by the Company to work shift schedules. If notice is not given, the Company shall pay the Regular Employee involved the applicable overtime rate for all hours worked for the first two (2) shifts of the shift schedule. Subsequent shifts will be paid at straight time rate. For Regular Employees, a shift cycle shall not be less than two weeks or ten (10) working days, and average thirty-seven and one half hours per week over a cycle of shifts, Monday to Friday. An Employee working in excess of seven and one half hours per day shall be paid in accordance with Article 10 - Overtime. Temporary Employees may be assigned shifts without advance notice.

Regular Employees will be given preference in the selection of their preferred shift based on Bargaining Unit Seniority. In cases where Bargaining Unit Seniority is equal, service seniority shall govern.

For calculation of vacation credits, utilization of vacation credits, calculation and administration of the Short Term Salary Continuance Plan, and calculation and administration of the Insurance and Benefits Plans time would be calculated on an hour for hour basis.

#### **9.07 - SHIFT DIFFERENTIAL**

Employees working shifts shall receive a shift differential as follows:

<b>Effective Date</b>	<b><u>Date of Signing</u></b>	<b><u>2010/01/01</u></b>	<b><u>2011/01/01</u></b>
	<b>\$1.45</b>	<b>\$1.50</b>	<b>\$1.55</b>

The shift differential will only apply between the hours of 16:00 hours and 08:00 hours. The shift differential shall not apply to hours worked for which overtime rates apply.

As part of the orientation of a new Computer Operator, the incumbent Operator will receive seven percent (7%) in addition to their base pay when overseeing the orientation.

#### **9.08 - RELIEF SHIFT – INFORMATION SERVICES DEPARTMENT**

The Senior Computer Operator in the Information Services Department shall be designated as a Relief Shift Employee. The Relief Shift Employee is employed primarily for the purpose of relieving other Employees during annual vacation and other approved leaves of absence. The hours of work shall average forty-hours (40) per week over a cycle of shifts.

The Relief Shift Employee shall be paid at the applicable overtime rate for all hours exceeding forty-hours (40) and not pertaining to relief work. When the Relief Shift Employee performs relief work, for the hours worked exceeding forty-hours (40), they will take time off in lieu of pay or be paid at the applicable overtime rate if time off cannot be accommodated over the cycle of shifts.

When Relief Shift Employees are affected by a shift change, they will be given a minimum of two (2) hours notice. Failure to give such notice will result in overtime payment for all hours worked on the first shift so changed.

When assigned to relief work, days of rest for Relief Shift Employees may be altered or rearranged so as to coincide with the particular relief position involved. If as a result of such alterations or rearrangements Relief Shift Employees receive more days of rest than they are entitled to receive, they may be required as arranged by their



supervisor to make up the equivalent time by working on their subsequent day or days of rest.

The Relief Shift Employee shall be paid fifty dollars (\$50.00) per week over and above their regular pay, effective date of signing.

#### **9.09 - ALTERNATE HOURS AT REQUEST OF EMPLOYEE**

Subject to the approval of the Company and the Union, an Employee may request that the eight or ten hours in a day be varied to any eight or ten hour period between the hours of 6:00 a.m. and 8:00 p.m.

In addition, either the Employee or the Company may request that an Employee work from their home. It is further agreed and understood that while either party may request, the other party is under no obligation to comply.

Subject to the approval of the Company, a Regular Employee may request to work less than the normal hours in a day **or to job share**. If such request is granted the Regular Employee will accumulate benefits on a prorated basis.

### **ARTICLE 10 – OVERTIME**

#### **10.01 - OVERTIME RATE**

An Employee required to work outside of the working hours **or do not receive proper notification of shift schedules** as defined in Article 9 will receive compensation for the hours worked at double the hourly wage rate applicable to their classification.

An Employee required to work on a paid holiday as listed in Article 15 or a day granted in lieu thereof, shall in addition to the normal pay, be entitled to double the hourly wage rate applicable to their classification for the hours worked in the paid holiday or day granted in lieu thereof.

To be recognized under the agreement, overtime must be authorized by the Employee's supervisor.

#### **10.02 - BANKING OF OVERTIME**

An Employee may elect, in writing to the Company, in lieu of pay, to bank overtime. One (1) hour of overtime worked at double time will be banked as two (2) hours.

With reasonable notice by the Employee, and prior approval of the Supervisor, banked time may be taken in periods of not less than one working day. Approval will be subject to work requirements and the provision that it does not interfere with vacation schedules.

Notwithstanding the above, at the discretion of the Supervisor, banked time may be utilized in part days.

The utilization of banked overtime will be limited to one hundred and fifty (150) hours in any calendar year (160 hours for Employees working a 40 hour week) except upon retirement, emergency leave or leave mutually agreed upon between the Employee and Company. In the case of retirement, at which time all remaining banked overtime may be taken as time off immediately prior to retirement.

An Employee may elect, on written notice to their Supervisor to receive pay for part or all overtime hours previously banked. Any hours banked shall be paid to the Employee at the rate at which the hours were banked. Banked overtime shall be paid out on a first in, first out basis subject to the following grandfathering provision:

Any hours accumulated in an Employee's unpaid banked overtime account at **April 13, 2004** shall be valued at the Employee's rate of pay on September 30, 2003.

Future overtime shall be valued on the Employee's current rate of pay. Negotiated increases shall not apply to banked overtime but time off taken in lieu of overtime worked shall be on an hour for hour basis. If an Employee is to withdraw time from the overtime bank, it shall be done on a first in, first out basis.

The Company also agrees to make available a monthly overtime report stating banked overtime for the pay period both used and unused. The Company also agrees to indicate on each Employee's pay stub banked overtime used for the current pay period, overtime banked during the current pay period and total remaining banked hours.

### **10.03 - BASIS OF OVERTIME**

Vacations, paid holidays and approved sick leave and other approved leaves of absence with pay shall be considered as time worked for the purpose of computing overtime.

#### **10.04 - MINIMUM OVERTIME**

Employees who are required by the Company to continue work beyond their normal shift, shall be paid not less than one-half (1/2) hour at the overtime rate, otherwise overtime shall be rounded up to the nearest quarter- hour.

Employees who are required by the Company to report for work within one (1) hour prior to the start of their normal shift shall be paid not less than one (1) hour at the overtime rate.

Except as provided above, Employees who are required by the Company to report for work after they have completed their normal days work and left their place of employment, will receive not less than two (2) hours pay at the overtime rate.

#### **10.05 - EQUAL DISTRIBUTION**

All Employees shall accept overtime in order to distribute overtime equally. Overtime will be distributed as equitably as possible based on twelve (12) month revolving year to date figures among all qualified Employees within an area or department and shall be selected from a list of Employees in the Department where the overtime occurs and then from the area in which the overtime occurs. All new Employees and all Temporary Employees shall be placed at the bottom of the list that is used for determining overtime. Employees returning from WHSCC, LTD, other long term leaves of absence or layoff shall be placed on the roster in the same position that they occupied when they left active employment. Employees performing a particular job during the regular hours will be given preference of continuing that job into overtime hours. Employees temporarily reassigned from the department will be excluded from the call in list, for that department, for the period of time that they are reassigned.

Where Employees feel they have been assigned abnormal amounts of overtime, they are encouraged to discuss the matter with their shop steward and/or supervisor. The Company shall make available on a monthly basis a list of Employees showing actual overtime hours worked in the applicable area. Outages greater than 24 hours that result in overtime will not be a factor in this distribution.

#### **10.06 - PERIOD OF REST**

An Employee required to work overtime and reports to work between four (4) hours and eight (8) hours prior to the commencement of their regular shift, shall be paid at the overtime rate until the Employee is relieved for an eight (8) hour rest period. If the Employee's subsequent rest period is interrupted, they shall be paid at the overtime rate until they are relieved for an eight (8) hour rest period.

An Employee who works sixteen (16) continuous hours shall be entitled to an eight (8) hour rest period. No Employee shall be permitted to work beyond sixteen (16) continuous hours. The Employee shall notify their supervisor before sixteen (16) continuous hours have elapsed. Such notification shall provide the supervisor sufficient time to arrange replacement workers and time to arrange the return of the Employee to their headquarters or accommodations.

The Employee shall be paid at the straight time rate for any portion of their rest period that falls within the Employee's regular shift.

Following a period of rest, the Employee shall be paid at the straight time rate for the remaining portion of the regular shift and at the overtime rate for work continuing beyond the regular shift.

If, as a result of the above rest period falling within their regular shift, an Employee is required to report to work for one hour or less of their regular shift, then that Employee will be required to report for work only if the Company requires that Employee to work overtime after their regular shift. Otherwise, that Employee will not be required to report for their regular shift and will be paid the straight time rate for the one hour or less remaining in their regular shift.

This clause shall not apply to Employees working ten (10) or twelve (12) hour shifts.

#### ***10.07 - OVERTIME WHILE TRAVELING***

An Employee shall be compensated at the overtime rate in respect of time spent, outside of normal working hours, actively traveling on Company business. An Employee shall not be compensated in respect of time spent during layovers outside normal hours of work.

For the purposes of this agreement the words "actively traveling" shall mean the process of being transported from one place to another regardless of the mode of transportation.

Notwithstanding the above no compensation will be paid to Employees for travel resulting out of Company-Union Joint consultative committee work other than what is provided for in Clause 6.02.

#### ***10.08 - OVERTIME ON CALLOUTS DURING UNPLANNED OUTAGES***

An Employee who is called out to respond to an unplanned power outage and arrives at the workplace will be paid overtime starting from the time that they hang up the phone and prepare to respond. Overtime stops when they return to their

residence (either normal or temporary), or when the callout continues into the Employee's normal hours of work as stated in Article 9. In the interest of responding to customers at the beginning of an unplanned power outage, Employees will be called based on their ability to respond within a reasonable time.

The Employee **will** be paid a **maximum of 60 minutes** for response time and time to travel to and from their residence. **This restriction will not apply when the Company provides transportation during severe weather conditions. In these cases, the Employee will be paid from the time the Employee hangs up the telephone. If there are any exceptional or unusual situations, the Employee should discuss them with their supervisor to determine the appropriateness of the application of this restriction.**

Notwithstanding the above, a callout which meets the requirements of Clause 10.06 – Period of Rest shall be governed by Clause 10.06.

## **ARTICLE 11 - WAGES**

### ***11.01 - WAGES AS IN SCHEDULE B***

Wages shall be paid to Employees in accordance with the classifications and rates set forth in Schedule "B" attached herewith and forming part of this Agreement.

## **ARTICLE 12 - STANDBY SERVICE**

### ***12.01 - STANDBY SERVICE***

Employees shall perform standby duty when requested by their supervisor. Such Employee shall be qualified to perform the duties for which they are requested to standby.

An Employee on standby shall be readily available for work. They shall remain within their headquarters area and be available by telephone or leave information as to where they can be reached quickly and make arrangements for forwarding any messages that may be received by telephone. If calls are received, they shall immediately report for work or take such action as may be necessary under the circumstances.

Standby duty shall be assigned on a weekly basis and will be distributed between all Employees of any particular classification as equitably as possible. The schedule of standby duty shall be posted for the next month at least two weeks prior to the first of the month, where practical.

Employees scheduled for standby duty will be permitted to exchange standby time with other Employees on the same standby roster and the responsibility to find a replacement is theirs and they shall immediately notify their supervisor.

Employees assigned to standby duty shall receive as follows:

- (a) **A weekly rate of eight (8) hours pay at the Lead Hand rate; or**
- (b) **A weekly rate of nine (9) hours pay at the Lead Hand rate for a week that contains one (1) statutory holiday**
- (c) **A weekly rate of ten (10) hours pay at the Lead Hand rate for a week that contains two (2) statutory holidays**
- (d) **A weekly rate of eleven (11) hours pay at the Lead Hand rate for a week that contains three (3) statutory holidays**
- (e) **The daily rate for a non-statutory holiday shall be computed by dividing the weekly rate in (a) above by seven (7). The daily rate for a statutory holiday shall be two (2) hours at the Lead Hand rate.**

**The hourly rate shall be defined at the hourly Lead Hand trade rate as per the Craft Collective Agreement.**

Employees who work seven (7) consecutive days on standby will be given the choice of compensation by pay, as per (a) **(b) (c) or (d)** above, or they will be given the choice of banking the equivalent **hours** thereof.

**If an Employee is required by the Company to take standby for three (3) weeks consecutively, the standby rate will be doubled on week three (3) and any consecutive weeks thereof.**

These rates include payment for the use of the Employee's telephone. In addition they shall be paid at prevailing rates for time actually worked.

An Employee, who is required by the Company to reside away from their normal residence and is assigned standby duty, shall be compensated at **double** the appropriate standby rate.

The overtime rate for Employees, who are required by the Company to perform standby duties, shall be based on the Lead Hand rate for their classification for all overtime hours worked as a result of the standby duty. To be eligible for the Lead Hand rate the Employee must be on call and be responsible for a crew of two (2) or more including him or her self.

## **ARTICLE 13 - INCLEMENT WEATHER**

### ***13.01 - REPORTING FOR AND LEAVING WORK DURING INCLEMENT WEATHER***

Employees are expected to report for work during normal working hours or when otherwise required to be at work, irrespective of their place of residence.

However, it is recognized that it is not always possible for Employees to report for work due to extreme weather conditions. Such Employees may, upon reporting to a designated contact person of their inability to report for work, **request time off subject to supervisory approval and** choose one of the following options:

1. Utilize banked overtime or vacation credits;
2. Take leave with no pay

**For those Employees whose leave is not granted and are required to report to work, the Company will provide transportation if required. The Company will endeavor to distribute the requirement to report to work amongst all qualified Employees.**

**If the Company closes a building in the St. John's Area prior to the commencement of the Employee's shift due to inclement weather, Employees whose job classifications are not required to work during storms will be excused with pay for the period of the building closure.**

It is also recognized that despite their best efforts, some Employees may be unable to report to work on time due to extreme weather conditions. In such cases the Employee shall notify their supervisor or another person designated by the Company, if possible, of the difficulty and providing they have made a reasonable effort to arrive as close as possible to their scheduled start time, the supervisor may pay them for the time not worked. Otherwise, based on the individual circumstances, an Employee may be required to offset the time between their

arrival time and their scheduled start time with either banked overtime, vacation credits or time without pay.

If, because of severe storm conditions, a state of emergency is declared by a competent authority and Employees are unable to report for work as a result of restrictions placed on non-essential traffic using the streets and roadways, they will suffer no loss of normal straight time pay for the period for which they are unable to report for work or for the duration of the emergency, whichever is shorter. In the event that a state of emergency is declared by a competent authority and the Company requires Employees to work, then the Company shall provide transportation to and from the workplace as long as the Employee lives within 40 kilometres of the workplace.

In the event of severe storm conditions developing during normal working hours, an Employee, with the approval of the supervisor, may be permitted to leave work early. Employees released early will not be paid for time not worked but may utilize banked overtime or vacation credits to offset the lost pay.

It is recognized that the nature of the Company's business requires certain Employees to be on duty during any severe storms whether or not a state of emergency is declared.

If Company offices are closed as a result of severe storm conditions, departments that must remain open shall endeavour, based on service requirements and conditions at the time, to reduce staff levels and release the remaining Employees. Employees that are chosen for early release will be rotated from a schedule posted prior to the start of the winter season. This schedule will not be reset each season but will continue on from the last Employee that had an early release the prior season. New Employees in the area will be placed on the bottom of the list. Employees that are chosen for early release based on this schedule shall suffer no loss of pay from the time of their release to the end of their normal shift for that day. Employees who were previously released from duty at their own request shall not be reimbursed for time taken as banked or vacation time unless they would have been released as a result of the rotating schedule. If this is the case, these Employees will be paid from the time they would have been released as a result of the rotating schedule to the end of their normal shift for that day.

If Employees, who are required by the Company to remain at work after the Company offices are closed, are unable to return to their residence at the end of their shift due to severe weather or road conditions, the Company shall at the discretion of the Supervisor, either provide transportation for the Employee to their



residence or shall provide accommodations and meals, providing that the Employee resides within 40 kilometres of the workplace.

## **ARTICLE 14 - NOTICE, TRAVEL TIME AND MEALS**

### **14.01 - DEFINITIONS**

For the purpose of Article 14 the following definitions shall apply:

- a) Normal Headquarters is the permanent office from which the Employee normally works.
- b) Temporary Headquarters is a permanent office to which the Employee is temporarily assigned.
- c) Assigned Work Location (AWL) is the location to which the Employee is temporarily assigned but is not the Normal Headquarters or the Temporary Headquarters.

Temporary Headquarters shall have toilet facilities, potable drinking water and a secure place to store and dry personal protective equipment and clothing.

### **14.02 - NORMAL HEADQUARTERS TO ASSIGNED WORK LOCATION (AWL)**

Time spent in traveling between normal headquarters and AWL at the commencement and termination of each day's work will be paid for as time worked.

Time spent travelling between an Employee's normal residence and AWL at the commencement and termination of each day's work will be on the Employee's time if the Company provides a vehicle. This shall only apply when travel time from the normal residence to normal headquarters or AWL is approximately the same.

### **14.03 - KILOMETRE ALLOWANCE**

An Employee using their own vehicle at the request of the Company shall be paid an allowance of **forty (40)** cents per kilometre effective date of signing.

### **14.04 - MEALS DURING OVERTIME**

The Meal Allowance for meals during overtime shall be **sixteen** dollars (**\$16.00**) effective date of signing. Employees shall not be entitled to a Meal Allowance for those meals which they have received a Per Diem Allowance or Travel Allowance as per 14.07 and 14.08.

Meal Allowances shall be provided in the following manner:

- (1) An Employee who is required to work two (2) hours overtime immediately before or after a regular shift shall be entitled to a Meal Allowance. Should the overtime continue, a Meal Allowance shall be provided at the expiration of each successive four (4) hour period thereafter. Employees working ten (10) hour days from Normal Headquarters as per **Article 9** must work four (4) hours beyond their ten (10) hour day before they are entitled to another meal allowance.
- (2) An Employee on Per Diem Allowance or Travel Allowance must work four (4) hours immediately after their shift before being entitled to a Meal Allowance. Should the overtime continue, a Meal Allowance shall be provided at the expiration of each successive four (4) hour period thereafter.
- (3) An Employee who is called out to work overtime after they have completed their normal day's work and left their place of employment shall be entitled to a Meal Allowance at the expiration of four (4) hours of such overtime. However, if Employees are called back to work within two (2) hours after completing their normal day's work they shall be entitled to a meal allowance at the expiration of two (2) hours overtime. Should the overtime continue, a Meal Allowance shall be provided at the expiration of each successive four (4) hour period thereafter.
- (4) During prolonged overtime, when an Employee is entitled to a Meal Allowance, the Company may also provide a meal (hot where practical). The supervisor must arrange paid eating time for the Employees.
- (5) An Employee who is required to work scheduled overtime or on a statutory holiday shall receive a Meal Allowance at the expiration of each four (4) hour period.

#### **14.05 - NOTICE OF PLANNED WORK ASSIGNMENTS**

Employees working on planned work assignments which require them to be away from their normal residence overnight, shall receive two (2) working days notice for work assignments lasting one week or less and five (5) working days notice for work assignments lasting longer than one week. Employees not notified as per the above shall be paid at the applicable overtime rate for the first day of the work assignment.

Employees required to work on planned overtime will be advised the previous day and will receive not less than twelve (12) hours notice. This clause does not cover

emergency situations or pressing work that arises on short notice as a result of emergency situations.

An Employee who has been asked to report for work for planned overtime and does report for work will receive two (2) hours double time pay if there is no work.

#### **14.06 - ALTERNATIVE HOURS - TEMPORARY HEADQUARTERS/AWL**

The Company shall decide the hours of work to be observed from a Temporary Headquarters/AWL. The hours of work for Employees required to work from a Temporary Headquarters/AWL shall be thirty seven and a half (37½) hours per week, Monday through Friday, to a maximum of ten (10) hours per day including their half hour unpaid lunch. This shall be accomplished by working three (3) ten (10) hour days and one nine and a half (9½) hour day.

It is understood that the opportunity to be assigned to Temporary Headquarters/AWL shall be rotated and shared equally among Employees in their area. Employees scheduled for Temporary Headquarters/AWL will be permitted to exchange with other Employees within their classification, from their Normal Headquarters. The responsibility to find a replacement is theirs and they shall immediately notify their supervisor. Employees may request to opt out of a Temporary Headquarters/AWL assignment of ten (10) hour days in cases where there is a serious illness within their immediate family or where the assignment will create severe and immediate hardship to themselves or their immediate family. Immediate family is defined as spouse, common law spouse, child, stepchild, parent, stepparent, **grandparent**, grandchild or child of a common law spouse.

Employees working ten (10) hour days from a Temporary Headquarters/AWL may at their option, return to their Normal Headquarters after four (4) consecutive weeks. They will not be assigned to another Temporary Headquarters/AWL working ten (10) hour days until it is their turn in the rotation.

Where Employees are assigned alternate hours, such hours shall apply for the duration of the work assignment. If a paid holiday falls within the workweek, the paid holiday shall be considered as the same number of hours as the assigned alternate hours for that week. If a statutory holiday falls outside the thirty seven and a half (37½) hour workweek when Employees are working ten (10) hour days including their half hour unpaid lunch, the Employee will receive an additional seven and a half (7½) hours pay at straight time rates.

Approved leaves shall be recorded as the number of hours scheduled on the day for which leave was approved. Vacation shall be recorded as one (1) workday.

#### **14.07 - Per Diem Meal Allowance & Accommodations**

When an Employee is required to reside away from their normal residence, the Company shall pay for accommodations. Single accommodations will be provided if available. In addition, the Employee shall be paid a Per Diem Meal Allowance on either a daily or weekly basis as per the table below.

A weekly rate shall only apply when an Employee works four (4) **consecutive** ten (10) hour days (Monday through Friday) and resides away from their normal residence.

When an Employee receives the weekly rate and is required to reside away from their normal residence for an additional night, the Employee will be paid the daily rate for each additional night they reside away from home.

In the case where an Employee is billeted for a part day, the Employee shall be paid for the incidentals portion of the Per Diem Meal Allowance and in accordance with the rates below, for meals specific to the part day.

Per Diem Allowance	Date of Signing
Breakfast	<b>\$11.00</b>
Lunch	<b>15.00</b>
Dinner	<b>17.50</b>
Incidentals	<b>12.50</b>
Total Per Diem DAILY	<b>\$56.00</b>
Total Per Diem WEEKLY	<b>\$280.00</b>

When opting for accommodations and per diem meal allowances as per above, Employees shall travel on their own time up to fifteen (15) minutes at the beginning and end of their workday between temporary headquarters and accommodations. Any additional travel time shall be part of their normal workday.

All Employees are responsible for providing their own noon or mid-shift meal. However, Employees whose duties require intermittent travel which may make it impractical on any given day to return to normal headquarters or their normal residence for the noon or mid-shift meal on that day, shall be paid **a meal allowance** when approved by the Supervisor.

Employees shall not be entitled to be reimbursed for meals for which they are eligible to receive the Per Diem Meal Allowance.

#### **14.08 - TRAVEL ALLOWANCE**

An Employee required to reside away from their normal residence may elect to receive a Travel Allowance in lieu of **single** accommodations, per diems, telephone usage and all other expenses.

**The Travel Allowance is one of the following:**

- 1. \$120.00 Daily Rate. If an Employee is receiving the daily rate, the Employee shall receive \$120.00 for each night and the appropriate Per Diem Meal Allowance for the day that the Employee returns to Normal Headquarters.**
- 2. \$600.00 Weekly Rate. This rate shall only apply when an Employee works four (4) consecutive ten (10) hour days.**

When an Employee receives the weekly rate and is required to reside away from their normal residence for an additional night between the end and commencement of the workweek, the Employee will be paid the daily rate for each additional night they reside away from home.

Employees shall travel between their accommodations and Temporary Headquarters or “AWL” on their own time.

**Travel Allowance** is not available to Employees who have elected the **Commuting Allowance** outlined in Clause 14.09.

#### **14.09 - COMMUTING ALLOWANCE (TEMPORARY HEADQUARTERS OR “AWL”)**

**Employees using the Commuting Allowance shall do so for a minimum of a one (1) week period or for the duration of the project whichever is shorter.**

**Commuting Allowance** shall be available under the following two (2) conditions:

- (1) Employees who are required to work from a Temporary Headquarters or “AWL” and reside away from normal residence, may elect to receive in lieu of Per Diem Meal Allowance and accommodations or Travel Allowance, a Commuting Allowance for each day worked.**

- (2) When employees are required to work from a Temporary Headquarters or “AWL” where they are not required to reside away from normal residence and are required to report directly to the Temporary Headquarters at the designated starting time, a Commuting Allowance will apply.

The Commuting Allowance shall be paid on a **weekly basis for Employees working ten (10) hour days and on a daily rate for Employees working eight (8) hour days. When an Employee has worked four (4) ten (10) hour days and is required to work an additional ten (10) hour day they will be paid one quarter (1/4) of the weekly rate.**

**The Company will not require the Employee to exceed the following one way travel times or travel distances between Temporary Headquarters and Normal Headquarters:**

**Alternate Hours (ten (10) hour days): forty-five (45) minutes travel time each way or seventy-five (75) kilometers each way, whichever is less.**

**Normal Hours (eight (8) hour days): One (1) hour travel time each way or one hundred (100) kilometers each way, whichever is less. For the purpose of this clause, Carbonear-St. John’s shall be considered within this zone.**

**Employees shall;**

- (1) Report to the Temporary Headquarters or “AWL” for work from the appointed starting time to the closing time.
- (2) Travel between their normal residence and the Temporary Headquarters or “AWL” on their own time and at their own expense.
- (3) Provide their own noonday or mid-shift meal.

If any Employee does not report for work at the Temporary Headquarters or “AWL”, the Employee shall not be eligible for the Commuting Allowance for that day.

The Company reserves the right, at its discretion, to temporarily suspend commuting when road, weather or other conditions make commuting impractical.

Commuting Allowance shall be based on the one-way distance between Normal Headquarters and Temporary Headquarters and the daily/weekly rate shall be paid on the following scale:

**Commuting Allowance**

**Date of Signing**

<i>Distance</i>	<b>8 Hour Days Daily</b>	<b>4 * 10 Hour Days Weekly</b>
<b>0-40 km</b>	<b>\$39.00</b>	<b>\$280.00</b>
<b>41-80 km</b>	<b>\$55.00</b>	<b>\$410.00</b>
<b>&gt; 81 km</b>	<b>\$61.00</b>	<b>\$460.00</b>

Notwithstanding the provisions available in 14.09 **in cases where commuting will result in immediate and severe hardship for the employee, they may request, and the Company shall provide transportation to and from the temporary headquarters. The mode of transportation will be at the Company's discretion. Car pooling may be required and travel time is not included in the work day. A reduced Commuting Allowance shall apply in this case. The reduced Commuting Allowance shall be thirty-five per cent (35%) of the normal Commuting Allowance. All Employees comprising a crew shall follow the same travel arrangements.**

Employees working from Topsail Road, Kenmount Road or Duffy Place temporarily assigned to either of these locations to meet staffing and/or training requirements and perform their normal duties will not be entitled to the Commuting **Allowance**. These employees shall report to their reassigned headquarters at their normal starting time.

**14.10 - TRAVEL**

**Commencement and End of Project**

When an Employee is required to travel from their Normal Headquarters to work for a period of time from a Temporary Headquarters, the Employee shall be paid in accordance with this Agreement for the time involved in traveling between the Normal Headquarters and Temporary Headquarters at the commencement and end of the project.

Where transportation to or from the temporary headquarters is by public conveyance, the Employee shall be paid a maximum of eight (8) hours straight time pay for any twenty-four (24) hour period.

### Weekend Travel to and From Normal Headquarters

The Company shall pay reasonable travel expenses for an Employee for a return trip from their Temporary Headquarters to their Normal Headquarters every weekend. The Employee shall travel from the Temporary Headquarters to Normal Headquarters at the beginning and end of the workweek by either Company vehicle or **other mode of transportation** paid for by the Company, the mode of transportation to be at the supervisor's discretion. **Car pooling may be required.**

Employees traveling from Temporary Headquarters to their Normal Headquarters on weekends shall be paid for all travel at straight time rates. Employees may be required to travel outside their normal workday to a maximum of two (2) hours each way. The time in excess of two (2) hours shall be part of their normal workday in accordance with the following table.

<i>From (km)</i>	<i>To (km)</i>	<i>Time each way</i>
<i>0</i>	<i>50</i>	<i>0.5 hrs</i>
<i>51</i>	<i>100</i>	<i>1.0 hrs</i>
<i>101</i>	<i>150</i>	<i>1.5 hrs</i>
<i>151</i>	<i>200</i>	<i>2.0 hrs</i>
<i>201</i>	<i>250</i>	<i>2.5 hrs</i>
<i>251</i>	<i>300</i>	<i>3.0 hrs</i>
<i>301</i>	<i>350</i>	<i>3.5 hrs</i>
<i>351</i>	<i>400</i>	<i>4.0 hrs</i>
<i>401</i>	<i>450</i>	<i>4.5 hrs</i>
<i>451</i>	<i>500</i>	<i>5.0 hrs</i>
<i>501</i>	<i>550</i>	<i>5.5 hrs</i>
<i>551</i>	<i>600</i>	<i>6.0 hrs</i>

Where travel from Temporary Headquarters to Normal Headquarters on weekends is by air, Employees shall be paid at straight time rates for the time between the end of their normal workday and their arrival home.

### **14.11 – SPECIAL PROJECTS**

The Company may designate a special project from time to time as required by the unique nature and geography of the Company's operations.

Both the Union and Company agree that alternate arrangements may be required for such special projects which have not been expressly provided for under the collective agreement.



The Company will consult with the Union regarding hours of work, accommodations, notice and travel time when designating a special project. Unless mutually agreed between the Company, the Union and the Regular Employees involved, the provisions of this agreement will not be modified or altered.

#### **14.12 – EMERGENCY SITUATIONS**

In emergency situations where an Employee is required to reside away from home, the Company may suspend all rights and privileges under Clause 14.08 and 14.09 and will provide accommodations and pay the Employees a Per Diem Meal Allowance in accordance with Clause 14.07. Single accommodations will be provided where available.

**For humanitarian missions, Article 14 of the Collective Agreement will not apply.**

### **ARTICLE 15 - PAID HOLIDAYS**

#### **15.01 - PAID HOLIDAYS**

Subject to Clause 15.02, the following are paid holidays under this Agreement:

<i>New Year's Day</i>	<i>Regatta Day</i>	<i>Good Friday</i>
<i>Labour Day</i>	<i>Victoria Day</i>	<i>Thanksgiving Day</i>
<i>Discovery Day</i>	<i>Remembrance Day</i>	<i>Dominion Day</i>
<i>Christmas Day</i>	<i>July 12<sup>th</sup></i>	<i>Boxing Day</i>
<i>Christmas Eve</i>		

One (1) additional holiday per calendar year for Regular Employees. Temporary Employees who have work periods totaling one hundred thirty (130) working days and are hired in excess of sixty-five (65) working days for the existing calendar year shall be entitled to one (1) additional holiday in that calendar year. Scheduling of this holiday to be mutually agreed upon by the Company and the Employee, if not taken, then forfeited.

For those areas outside St. John's where Regatta Day is not celebrated, the first Monday in August shall be observed as the paid holiday.

In order to qualify for each of the above paid holidays an Employee must have worked or have been on approved leave on the working days immediately

preceding and succeeding the day designated as a paid holiday. **Temporary Employees who work the full day before or after the paid holiday shall receive a full day's pay for the holiday.** Temporary Employees who have made themselves unavailable on the working day immediately preceding or succeeding the day designated as a paid holiday shall not be considered to be on approved leave.

#### **15.02 - OBSERVED DAY**

When a holiday listed in Clause 15.01 falls on a Saturday or a Sunday, the working day immediately preceding or following the holiday shall be observed as the paid holiday except as provided in Clause 15.03.

#### **15.03 - SHIFT EMPLOYEES - COMPUTER OPERATORS**

Paid holidays for shift Employees shall be the calendar date for Christmas Day, Boxing Day, and New Year's Day, and shall be the observed day for all other paid holidays.

When a paid holiday falls on an Employee's assigned day of rest, the Employee shall be paid eight (8) hours at the regular rate.

### **ARTICLE 16 - VACATIONS**

#### **16.01 - VACATION YEAR**

The vacation year shall be from January 1 to December 31 of each year.

For the purpose of this agreement vacation shall be deemed to commence at 00:00 hours of the first regular working day and end at 24:00 hours of the last regular working day of the vacation period. Vacation credits shall be utilized only for regular working days falling within the vacation period.

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all of the rights and privileges granted to Regular Employees under Article 16 of this Agreement.

#### **16.02 - VACATION CREDITS**

All Regular Employees shall be entitled to vacation credits based on the regular working days in the **current** calendar year as follows: Vacation credit = Regular workdays in the **current** calendar year divided by vacation rate.

Service to be completed in the Vacation Year	Maximum Vacation Rate	Vacation Credits
<b>less than 10 years</b>	17.33	15 days
10 years, but less than 15 years	13.00	20 days
15 years, but less than 20 years	12.38	21 days
20 years, but less than 25 years	10.40	25 days
<b>25 years or more</b>	8.67	30 days

For purposes of calculating vacation credits, all approved leave with pay and maternity leave up to twenty-seven (27) weeks shall be considered as regular working days actually worked.

Where total accumulated credits amount to a part day, they will be rounded up to the nearest half-day.

A Regular Employee who elects to take vacation off season during January 1 to May 31 or from October 1 to November 30 and

- **utilizes a minimum of ten (10) days vacation during the off season shall be granted a vacation premium of two (2) additional days, to be taken within the off season vacation period in the current year or**
- **utilizes a minimum of fifteen (15) days vacation during the off season shall be granted a vacation premium of three (3) additional days, to be taken within the off season vacation period in the current year.**

**The Regular Employee may elect to payout these additional days in lieu of taking them as vacation.**

**Employees returning to work from Long Term Disability or Worker's Compensation will have vacation credits prorated to correspond with the portion of the year remaining. Employees who are returning to work on an ease back basis will use a vacation credit for each calendar day of vacation.**

### ***16.03 - UTILIZATION OF VACATION CREDITS***

Vacation credits shall normally be utilized in the vacation year and shall be subject to the following conditions:

- (a) The dates of all vacations are subject to a request by the Regular Employee and approval of the supervisor.
- (b) Vacation pay will not be paid for vacation not taken except where outlined in (d) or where the Regular Employee is prevented by the Company from taking in excess of two weeks vacation in the current vacation year.
- (c) Upon request by the Regular Employee and approval in writing by the Department Manager an Employee may carry over a maximum of fifteen (15) vacation credits to the next vacation year. Vacation credits carried over must be used in the next vacation year or be forfeited, but may not be used to extend normal vacation periods scheduled between June 1<sup>st</sup> and September 30<sup>th</sup>.
- (d) A Regular Employee may, upon request to their supervisor, receive pay for unutilized vacation subject to the following conditions:
  - i. A minimum of fifteen vacation credits must be utilized in the calendar year in which the request will apply;
  - ii. Any payment request must be for not less than **two (2)** vacation credits;
  - iii. Not greater than a total of **eighteen (18)** vacation credits for the current vacation year can be requested for payment in any calendar year. There is no limit on receiving pay for unutilized vacation from previous years.
  - iv. Any vacation credits not utilized in (i) will be forfeited. Such requests shall be forwarded to Human Resources. The Company reserves the right to suspend payment for unutilized vacation subject to 3 month's notice.
- (e) Except as provided above or otherwise approved by the Company due to special and/or unique circumstances, outstanding vacation credits at the end of the vacation year shall be forfeited.

#### **16.04 - SCHEDULING OF VACATIONS**

The dates of all vacations are subject to a request by the Regular Employee and to the approval of the appropriate official of the Company, which shall not be unreasonably withheld.

By not later than March 31<sup>st</sup> of each year all Regular Employees must notify their Department Head, in writing, of the preferred period for their full vacation entitlement. Within twenty (20) working days of this date the Department Head will prepare a vacation schedule indicating the vacation period for each Regular Employee in their department.

A Regular Employee who does not advise their Department Head of their preferred vacation period before March 31<sup>st</sup> shall forfeit their right of preference. However, this shall not preclude Regular Employees from exchanging vacation periods where mutually agreed between themselves and the Company. Other changes shall be granted at the Company's discretion.

**16.05 - PAID HOLIDAY DURING VACATION**

When a paid holiday occurs during a Regular Employee's vacation period, they shall receive an additional day's vacation in lieu of the holiday; or, if they so request at the time they submit their vacation schedule, they shall be given an additional day's pay in lieu of the holiday.

**16.06 - CALLBACK FROM VACATION**

If a Regular Employee is called back from their vacation to work during or outside their normal work hours, that Employee shall be entitled to receive:

- (a) For the first five (5) days of previously scheduled vacation, the applicable overtime rate of pay and re-scheduling of those five (5) days' vacation at a time mutually agreeable to the Employee and their supervisor; and
- (b) For all days previously scheduled vacation actually worked subsequent to the first five (5) days of scheduled vacation the choice of either:
  - i. Pay at the applicable overtime rate; or
  - ii. Rescheduling of the vacation days missed at a time mutually agreeable to the Employee and their supervisor.

In accordance with (a) and (b) ii above, rescheduled vacation time shall be equivalent to a normal workday for the Employee.

### **16.07 - Temporary Employee - Vacation Period**

Temporary Employees will earn vacation credits in accordance with the schedule specified in Clause 16.02 and based upon their total accumulated service, excepting that time worked prior to an interruption in employment of thirty-six (36) or more continuous months shall not be included in the accumulated service of the Temporary Employee. Vacation credits will be paid on a current year basis and will be included in the pay cheque for each pay period.

### **16.08 - VACATION PAY ON TERMINATION**

A Regular Employee whose employment is terminated shall be paid any unused vacation credits accumulated to the date of termination. If an Employee is laid off more than 13 weeks in a 20-week consecutive period, the Company will pay to the Employee all outstanding vacation.

### **16.09 - TRANSFER VACATION TO SICK LEAVE**

If an Employee is

- admitted to hospital for medical services, or
- incapacitated due to day surgery, **and under a physician's care with instructions to remain at home for recovery for 3 or more days during vacation, or**
- **injured or ill and is under a physician's care with instructions to remain at home for recovery for 3 or more days** during their vacation, or
- **injured or ill immediately prior to starting their vacation of 3 or more consecutive days,**

**the Employee shall advise their supervisor of the above situation upon its occurrence and provide medical documentation to support the above. Upon receipt of the documentation, the Company shall review the Employee's request to have their vacation time transferred to sick leave from the date of its occurrence.**

**The rescheduled vacation credits that are transferred to sick leave will be taken at a time that is mutually agreed upon by the Employee and the Company.**

### **16.10 - BEREAVEMENT LEAVE DURING VACATION**

Only where a Regular Employee's spouse, common-law spouse, brother, sister, parent, grandparent, brother in law, sister in law, parent-in-law, step-parent, child, step-child or common-law spouse's child dies during the Regular Employee's

scheduled vacation shall the Regular Employee be entitled to Bereavement Leave under Clause 20.01 in lieu of scheduled vacation.

Scheduled vacation so replaced by Bereavement Leave shall be rescheduled to a time suitable to both the Regular Employee and the Company.

## **ARTICLE 17 - INSURANCE AND BENEFIT PLANS**

### ***17.01 - INSURANCE BENEFITS FOR REGULAR EMPLOYEES***

During the life of this agreement, the Company agrees to **provide** to eligible Regular employees, **a comparable benefit plan as the one currently in place. This plan will consist of Life insurance, Dependent life insurance, Accidental Death and Dismemberment, Medical, Travel and Hospital Benefits, and Long Term Disability.**

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all of the rights and privileges granted to Regular Employees under this Clause.

### ***17.02 - INSURANCE BENEFITS FOR TEMPORARY EMPLOYEES***

During the life of this agreement, the Company agrees to continue to **provide** to eligible Temporary employees **a comparable benefit plan as the one currently in place. This plan will consist of Life insurance, Dependent Life Insurance, Accidental Death and Dismemberment, Medical, Travel and Hospital Benefits, and Long Term Disability.**

### ***17.03 - COST OF POLICIES***

The cost of the above policies shall be shared on a 50/50 basis between the Employee and the Company. The Employee's share of the cost shall be applied to cover the Long Term Disability Income Continuance premium with the remainder, if any, applied to the other components of the Plan.

### ***17.04 - INTERIM INSURANCE FOR NEW EMPLOYEES***

During the life of this Agreement **the Company, through its insurance carrier, will provide interim Accidental Death and Dismemberment coverage on an occupational basis only for each new employee until the employee is eligible for insurance coverage. The amount of coverage will be \$50,000.**

## **17.05 - PENSION BENEFITS AND GROUP RRSP**

### **Pension:**

Regular Employees hired prior to May 4, 2004 shall be entitled to pension benefits in accordance with the terms of the Newfoundland Power Inc. Retirement Income Plan. Regular Employees hired after May 4, 2004 are not eligible for membership in this plan.

The Company agrees that one Regular Employee from this Bargaining Unit, selected by the Union, will be a member of the Pension Review Board. The Committee will meet annually no later than April 30<sup>th</sup> except where otherwise agreed.

**On a quarterly basis, the Business Manager of IBEW 1620 and the Vice President of Newfoundland Power responsible for pensions shall meet and discuss the performance of the Company pension plans.**

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all of the rights and privileges granted to Regular Employees under the Pension Benefits. **Apprentices shall, after the completion of three months' continuous employment with the Company be entitled to those rights and privileges granted to Regular Employees as outlined above.**

### **Group RRSP:**

The Group RRSP will be cost shared by the Company and the Regular Employee on a 50/50 basis. The required contribution for each Regular Employee is one and one half percent (1.5%) of the annual straight time earnings. The Employer contribution shall be an amount equal to the contribution of each Regular Employee to a maximum of one and one half percent (1.5%) of the Regular Employee's straight time earnings.

The Company agrees that one Regular Employee from this Bargaining Unit, selected by the Union, will be a member of the Group RRSP Committee. The Committee will meet at least annually to discuss fund performance, investment options, member education and general administration.

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all of the rights and privileges granted to Regular



Employees under the Group RRSP. **Apprentices shall, after the completion of three months' continuous employment with the Company be entitled to those rights and privileges granted to Regular Employees as outlined above.**

#### **17.06 - SEVERANCE PAY**

The Company will endeavour to provide alternate employment of comparable duties and salary to a Regular Employee whose classification or position has become redundant due to technological or organizational change. This shall also apply to any Regular Employee who has been on Long-Term Disability and is declared medically fit to re-enter the work force but is medically unfit to resume their regular classification duties. However, if an alternate full time position cannot be provided the Regular Employee shall not be terminated while there are Temporary Employees in the area performing duties for which the Regular Employee is qualified to perform. Instead one of these temporary positions or a series of positions will be made available to the Regular Employee so that Regular Employee can be gainfully employed. To fill a position the Regular Employee will be assessed on knowledge of the Company, work experience, education and capability to perform the job with reasonable in-house training and coaching. If this option is not available or not availed of, and providing the Regular Employee has ten (10) or more years of service, including time on Long-Term Disability, the Employee will be entitled to severance pay equal to the amount obtained upon multiplying the number of completed years of continuous employment by two (2) times their basic weekly pay in effect on the date last worked.

The Company will also pay a one (1) time lump sum transitional assistance of ten thousand (\$10,000.00) dollars. The combination of the severance and transitional pay shall not exceed sixty thousand dollars (\$60,000.00).

This clause shall not apply to a Regular Employee who terminates their employment voluntarily, is discharged for cause, retires, is granted leave of absence, or upon death.

#### **17.07 - RETIREMENT ALLOWANCE**

Upon retirement a Regular Employee with ten (10) years or more of service who qualifies for and receives Company pension will be entitled to Retirement Allowance equal to the amount obtained upon multiplying the number of completed years of continuous employment with the Company by the greater of their basic weekly pay in their last position or their best basic weekly pay, if they worked in that classification for a period of not less than two (2) years to a maximum of **twenty-three (23)** weeks. This clause shall not apply to a Regular

Employee who terminates their employment voluntarily, is discharged for cause, is terminated due to job redundancy, is granted leave of absence, or upon death.

#### **17.08 – ENHANCED EARLY RETIREMENT PROGRAM**

It is agreed and accepted by the Company and the Union that the Company will consult with the Union prior to the announcement of an Enhanced Early Retirement Program that offers additional benefits above those entitlements outlined in the Newfoundland Power Retirement Income Plan. Sufficient time for consultation will be provided in advance of any announcement. Consultation shall include discussion with the Business Agent on the enhancements to the terms and conditions of normal retirement. There will also be consultation on the communication plan for Employees. For reasons such as Board of Directors approval, the Business Agent shall be bound to keep all information on this matter strictly confidential until the time of any enhanced early retirement program announcement.

The Company further agrees, exclusive of the above agreement on enhanced early retirement programs, that existing benefits under the Plan will not be reduced and that substantive changes to eligibility and benefit provisions of the Plan, including the type of Plan, will not be implemented without negotiation and subsequent agreement of the Union. For the purposes of this clause, changes to the Plan would include, but not limited to, moving from a defined benefit to a Group RSP or defined contribution plan.

#### **17.09 – REGISTERED RETIREMENT SAVINGS PLAN**

All Regular Employees hired after **April 13, 2004**, shall participate in a retirement savings plan as a means of providing for retirement. The Company shall contribute 5.75% of a regular Employee's base salary to a registered retirement savings plan. The Regular Employee shall be required to match the Company's contribution.

Notwithstanding the above, all Temporary Employees, except those employed as a student shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all the rights and privileges granted to Regular Employees under this Clause. Apprentices shall, after the completion of three months' continuous employment with the Company be entitled to those rights and privileges granted to Regular Employees as outlined above.

## ARTICLE 18 - SICK LEAVE

### **18.01 - SICK LEAVE - REGULAR EMPLOYEES**

Regular Employees who have completed one month's service shall be eligible to receive short term sick leave benefits, **as noted below**, for those periods during which they are physically unable to work as a result of non-occupational sickness or injury in accordance with the Company's salary continuance plan (which plan is hereby incorporated as part and parcel of this Agreement), covering short term and long term disabilities, a copy of which plan is held by each Regular Employee.

<b><u>Regular Employees</u></b> <b><u>Length of Service</u></b>	<b><u>Benefits (weeks* per year)</u></b>
<b>Less than 1 month</b>	<b>Nil</b>
<b>1 month but less than 3 months</b>	<b>100% of income for 1 week</b>
<b>3 months but less than 1 year</b>	<b>100% of income for 2 weeks</b> <b>66 2/3% of income for 13 weeks</b>
<b>1 year but less than 3 years</b>	<b>100% of income for 4 weeks</b> <b>66 2/3% of income for 11 weeks</b>
<b>3 years but less than 5 years</b>	<b>100% of income for 6 weeks</b> <b>66 2/3% of income for 9 weeks</b>
<b>5 years but less than 7 years</b>	<b>100% of income for 8 weeks</b> <b>66 2/3% of income for 7 weeks</b>
<b>7 years but less than nine 9 years</b>	<b>100% of income for 10 weeks</b> <b>66 2/3% of income for 5 weeks</b>
<b>9 years but less than 10 years</b>	<b>100% of income for 12 weeks</b> <b>66 2/3% of income for 3 weeks</b>
<b>10 years and over</b>	<b>100% of income for 15 weeks</b>

Short-term sick leave benefits will not be paid for any period during which the Employee is eligible to receive payments under the Long Term Disability Insurance Plan.

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all of the rights and privileges granted to Regular Employees under this Clause. **Apprentices shall, after the completion of three months' continuous employment with the Company be entitled to those rights and privileges granted to Regular Employees as outlined above.**

### **18.02 - SICK LEAVE - TEMPORARY EMPLOYEES**

Temporary Employees who have completed at least sixty (60) days of employment and who have not reached the age of sixty-five (65) shall be eligible to receive short term sick leave benefits for those periods during which they are physically unable to work as a result of non-occupational sickness or injury; such sick leave benefits shall be based on the total service accumulated by the Temporary Employee, as follows:

<u>Accumulated Service</u>	<u>Sick Leave Benefits</u>
Less than sixty (60) days	Nil
Sixty (60) days but less than Twelve (12) months	75% of normal straight time pay up to a maximum period of two (2) weeks in the calendar year.
Twelve (12) months and over	100% of normal straight time for two (2) weeks for each twelve (12) month period of accumulated service to a maximum of fifteen (15) weeks in a calendar year.

### **18.03 - REPORTING SICK AND MEDICAL CERTIFICATES**

To qualify for sick leave benefits, an Employee shall report **directly or via telephone message** to their immediate supervisor, or other persons designated by the Company, that they are sick, **prior to the start of a shift**, stating the expected duration of the illness if known.

If the duration is unknown at the time of the initial call, the Employee shall call daily until the duration can be determined.

**An Employee will be required to procure a "Medical Certificate" following five (5) days of continuous sick leave. The Company may, for reason only,**

request an Employee procure a “Medical Certificate” stating that they are fit to perform their duties. Medical Certificates may be signed by a physician, chiropractor, physiotherapist or medical specialist.

When the Company requests a medical certificate, it shall be done during normal working hours at Company expense and without loss of pay or sick time to the Employee.

#### **18.04 - MEDICAL ASSESSMENT**

The Company may request **in writing** that the Employee visit or communicate with a Medical Practitioner of the Company’s choice to **obtain a medical assessment in order to** verify the Employee’s Medical Certificate.

If a conflict of opinion exists between the two Medical Practitioners, the opinion of a third Medical Practitioner mutually agreed to between the Company and the Employee will be final.

When the Company requests a medical **assessment**, it will be done during normal working hours at Company expense and without loss of pay or sick time to the Employee.

#### **18.05 – MEDICAL AND DENTAL APPOINTMENTS**

Employees shall make every effort to schedule medical and dental appointments outside working hours. Where this is not possible, appointments should be made so as to minimize absence from work and the Employee must notify their supervisor of such appointments at least twenty-four (24) hours in advance where possible. The Company may request documented proof of such appointments.

### **ARTICLE 19 - PERSONAL EQUIPMENT**

#### **19.01 - PERSONAL CLOTHING & EQUIPMENT**

The Company will provide such protective and/or specialized clothing and safety equipment that, in its judgment, is required for a particular job.

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all of the rights and privileges granted to Regular Employees under Article 19 of this Agreement.

### **19.02 - CLOTHING ALLOWANCE**

A combined allowance for rainwear, safety footwear and coveralls shall be issued by the Company by January 31<sup>st</sup> each year to Regular Employees who are in the classification of Collector of **four hundred and forty** dollars (**\$440.00**)

An allowance for safety footwear shall be issued by the Company by January 31<sup>st</sup> each year to Regular Employees who are in the classification of **Project Coordinator** of **one hundred and forty-five** dollars (**\$145.00**).

The rainwear, safety footwear and coveralls purchased by the Regular Employee shall be of a type approved by the Company. Employees may purchase shop coats in lieu of coveralls.

The above may also apply to any Employee and the eligibility and amount of reimbursement shall be determined by the Company.

### **19.03 - UNIFORMS**

Regular Employees whose duties require them to frequently visit the premises of customers or business organizations shall, as a condition of employment, wear uniforms during all working hours, identifying them as Company Employees. The uniform will be provided by the Company. The Uniform Policy is contained in Schedule C and forms part of this Agreement.

**Employees who are temporarily assigned to a position requiring a uniform will be provided a reasonable clothing allotment.**

### **19.04 - COVERALLS FOR DIRTY JOBS**

Notwithstanding the provisions of Clause 19.02 where any Employees are engaged in work of an extraordinarily dirty nature, the Company shall reimburse the Employee for Company approved coveralls upon submission of a receipt. Such work shall be limited to internal cleaning of air heaters or condensers, desludging or internal cleaning of oil storage tanks, hydraulic turbine pits, manholes, or any work involving the application of tar or creosote.

## **ARTICLE 20 - LEAVE OF ABSENCE**

### **20.01 - BEREAVEMENT LEAVE**

In the case of the death of a spouse, common-law spouse, child, step-child, parent, step-parent, grandchild or child of a common-law spouse, a Bereavement Leave of four (4) consecutive working days (five (5) consecutive calendar days for an Employee working twelve hour shifts) with no loss of pay, inclusive of the day of

the funeral, shall be granted. In case of the death of a relative living in the household of the Employee, or a brother, sister, parent-in-law, brother-in-law, sister-in-law, grandparent a Bereavement Leave of three (3) consecutive working days, (three (3) consecutive calendar days for an Employee working twelve hour shifts) with no loss of pay, inclusive of the day of the funeral shall be granted. **At the discretion of the Company, additional days may be granted to cover extenuating circumstances associated with the bereavement.**

In addition to the three (3), four (4) and five (5) day periods above, additional time, up to one (1) day (one calendar day for Employees working twelve-hour shifts) after the date of the funeral, shall be granted if travelling is involved. A one (1) day (one shift for an Employee working twelve-hour shifts) leave of absence, with no loss of pay, will be granted for the regular workday on which an Employee attends the funeral of the Employee's aunt, uncle, niece and nephew and the Employee spouse's aunt, uncle, niece, nephew or grandparent.

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all of the rights and privileges granted to Regular Employees under this clause.

Notwithstanding the above, a Temporary Employee employed for a continuous period of at least thirty (30) days shall be granted three (3) days Bereavement Leave consisting of one (1) day paid leave and two (2) days unpaid leave. Bereavement Leave will be provided in the event of the death of the Temporary Employee's spouse, child, grandchild, mother, father, brother, sister, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law.

#### **20.02 - COURT DUTY**

An Employee subpoenaed as a witness in legal proceedings or summoned for jury duty shall be granted leave of absence without loss of pay or benefits for the period the Employee is required to be off work.

#### **20.03 - UNION BUSINESS**

With reasonable notice, requests by the Union that an Employee be granted leave of absence without pay but with maintenance and accumulation of seniority rights for purposes of conducting Union business, may be granted by the Company for such periods of time (not to exceed three (3) months) as may in the opinion of the Company be considered reasonable and permissible under system operations.

**The Employee will not accrue vacation, sick or family responsibility leave credits. Upon return to full duties, employee leave entitlements will be prorated to correspond with the portion of the year remaining. In order to retain the Company's Insurance and Benefit Plans under Article 17, including Long Term Disability, the Employee will pay the premium in whole for the period of their absence. In order to continue to accrue pension benefits, the Employee must pay the pension premium in whole for the period of their absence.**

#### ***20.04 - UNION CONVENTIONS***

Employees elected or appointed by the Union to attend any district, provincial, national, international convention or Labour Institute shall be granted the necessary time off, without pay and without loss of rights established under this Agreement.

#### ***20.05 - BUSINESS MANAGER***

With reasonable notice, requests by the Union that a Regular Employee be granted leave of absence without pay but with accumulation of Bargaining Unit and Service seniority rights for purposes of acting as Business Manager or Assistant Business Manager for the Union may be granted by the Company.

Upon returning to the Company, within or after the leave period, if the vacated job classification has not been eliminated through lay-off, redundancy, technological or organizational change the Regular Employee shall return to their former job classification in their former area. The returning Regular Employee can displace an Employee with less Bargaining Unit seniority in their former job classification in their former area.

Upon returning to the Company, within or after the leave period, if no vacancy exists in the job classification that the Regular Employee left, they will be given preference for the first vacancy that occurs in that classification.

In the event that the position has become redundant, and/or the technology of the position has changed, the Employee shall be offered the first vacant position, within their former area, for which the Employee is qualified. The Regular Employee will be assessed on knowledge of the Company, work experience, education and capability to perform the job with reasonable in house training and coaching.

In order to retain the Company's Insurance and Benefit Plans under Article 17 **excluding Long Term Disability** and subject to Legislation the Regular Employee will pay the premium in whole for the period of their absence. **The Company will**



**provide the Regular Employee an annual contribution of \$3,000.00 towards their cost of obtaining Long Term Disability.**

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all of the rights and privileges granted to Regular Employees under this Clause.

#### ***20.06 - LEAVE FOR OTHER PURPOSES***

An Employee desiring leave of absence without pay may be granted leave in so far as regular operations will permit, providing reasonable notice is given to the Company. Such leave of absence shall not exceed what, in the opinion of the Company, is a reasonable period of time and the conditions of such leave, when granted, shall be at the discretion of the Company.

Notwithstanding the provisions of the above, the Company may, in its sole discretion, grant such leave with pay, as it may deem fit and proper.

**The Employee will not accrue vacation, sick or family responsibility leave credits. Upon return to full duties, employee leave entitlements will be prorated to correspond with the portion of the year remaining. In order to retain the Company's Insurance and Benefit Plans under Article 17, excluding Long Term Disability, the Employee will pay the premium in whole for the period of their absence. In order to continue to accrue pension benefits, the Employee must pay the pension premium in whole for the period of their absence.**

#### ***20.07 - FAMILY RESPONSIBILITY LEAVE***

The Company will grant a Regular Employee a maximum of three (3) days with pay per year to attend to the temporary care of a sick immediate family member; needs related to the birth of the Regular Employee's child, medical or dental appointments for immediate family members, meeting with school authorities or to deal with a sudden and unexpected problem with child care arrangements.

**Regular Employees shall carry over a maximum of three (3) unused family day credits from the current calendar year to the next calendar year. When additional time is required it will be granted as leave without pay or by the utilization of vacation credit or banked overtime.**

An immediate family member shall be defined as the Regular Employee's child, stepchild, spouse, mother or father, and any other relative living in the household of the Regular Employee.

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all of the rights and privileges granted to Regular Employees under this Clause.

#### **20.08 - EDUCATION LEAVE**

Subject to staffing requirements and following five (5) years of employment, the Company may allow a Regular Employee a leave of absence without pay but with accrual of Service seniority, not to exceed ten (10) calendar months' duration, to further their post secondary education. **The Employee will not accrue vacation, sick or family responsibility leave credits. Upon return to full duties, employee leave entitlements will be prorated to correspond with the portion of the year remaining.** In order to retain the Company's Insurance and Benefit Plans under Article 17, **excluding Long Term Disability**, the Regular Employee will pay the premium in whole for the period of their absence. In order to accrue pension benefits the Regular Employee must pay the pension premium in whole for the period of their absence. It is also agreed that Bargaining Unit Seniority will accrue when an Employee is granted education leave under the provisions of this clause and pays their Union Dues in whole to the Union office for the period of their absence.

**An educational assistance grant of 10% of the employee's current base salary will be provided to those Regular Employees whose post secondary education is directly linked to the business requirements of the Company. Where the Company offers an educational assistance grant, Long Term Disability will be available for a maximum period of 10 months if the Employee pays the premium in whole.**

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all the rights and privileges, except preference, granted to Regular Employees under this Clause.

## **20.09 - PREGNANCY LEAVE**

An Employee with twenty (20) weeks of continuous service immediately prior to the expected birth date, on her written request supported by a medical certificate, is entitled to a Pregnancy Leave without pay for a period up to seventeen (17) weeks.

To qualify for pregnancy leave, an Employee must:

1. Notify her Department Manager in writing of the pregnancy 15 weeks before the anticipated date of delivery.
2. Give two (2) weeks written notice prior to the commencement of the leave.

Benefits, **including Long Term Disability**, will be continued while on pregnancy leave. The Employee will be required to pay her portion of the required premiums. Any vacation with pay, which a Regular Employee is entitled to take in the current vacation year, may be taken immediately following the pregnancy leave.

The basic seventeen (17) week period of pregnancy leave for Regular Employees shall be considered as time worked for vacation credits and vacation accrual.

Pregnancy Leave, to maximum of seventeen (17) weeks in each instance, will be included in the length of service for the calculation of pension benefits provided the Regular Employee paid her portion of the pension contributions during the leave.

A pregnant Regular Employee who does not feel she can adequately perform all tasks in her present classification due to the pregnancy may elect, if available, to take alternate work with no loss of pay, or may take unpaid leave with no loss of seniority until the pregnancy leave provision commences. Pension and other benefits will be maintained similarly as for pregnancy leave.

The Company agrees to pay Regular Employees a Supplementary Unemployment Benefit Plan. Details of the plan are contained in Appendix B.

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all the rights and privileges granted to Regular Employees under this clause.

### **20.10 - EMERGENCY LEAVE**

Special leaves of absence, with pay and with maintenance and accumulation of seniority rights, shall be granted at the discretion of the Company in cases of emergency.

An emergency shall be defined as an incident that arises without notice and requires immediate intervention by the Employee to lessen any adverse affect.

### **20.11 - PARENTAL LEAVE**

An Employee with twenty (20) weeks of continuous service and who is the parent of a child is entitled to a thirty-five (35) week leave of absence without pay following:

1. The birth of the child; or
2. The coming of the child into the care and custody of the parent for the first time.

The first ten (10) weeks of the Parental Leave for the Regular Employee are considered as time worked for vacation credits. The entire 35 weeks will be included in the length of service for the calculation of vacation accrual and pension benefits (provided the Regular Employee paid his/her portion of the pension contributions during the leave).

Benefits, **including Long Term Disability**, will be continued while on parental leave. The Employee will be required to pay his/her portion of the required premiums.

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to al the rights and privileges granted to Regular Employees under this clause.

### **20.12 – ADOPTION LEAVE**

An Employee with twenty (20) weeks of continuous service and who is the parent of a child is entitled to a thirty-five (35) week leave of absence without pay following the coming of the child into the care and custody of the parent for the first time.

To qualify for adoption leave, an Employee must:

1. Notify their Department Manager in writing of the Employee's wishes to take adoption leave as far in advance as possible;
2. Give two (2) weeks written notice prior to the commencement of the leave.

Benefits, **including Long Term Disability**, will be continued while on adoption leave. The Employee will be required to pay their portion of the required premiums.

Any vacation with pay, which a Regular Employee is entitled to take in the current vacation year, may be taken immediately following the adoption leave.

The first twenty-seven (27) week period of adoption leave for Regular Employees shall be considered as time worked for vacation credits. The entire 35 weeks will be included in the length of service for the calculation of vacation accrual and pension benefits (provided the Regular Employee paid his/her portion of the pension contributions during the leave).

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all the rights and privileges granted to Regular Employees under this clause.

The Company agrees to pay Regular Employees a Supplementary Unemployment Benefit Plan. Details of the Plan are contained in Appendix B.

## **ARTICLE 21 - SENIORITY**

### **21.01 - SENIORITY**

The Regular Employee's length of employment on a permanent basis with the Company shall be known as Service Seniority and shall be as shown by the records of the Company.

The Regular Employee's length of employment on a permanent basis in the Bargaining Unit shall be known as Bargaining Unit Seniority and shall be as shown by the records of the Company. Employees entering the Bargaining Unit after November 1, 1991, shall accrue Bargaining Unit Seniority effective the date of employment within the Bargaining Unit.

Regular Employees on lay-off status shall maintain but shall not accrue any seniority.

Service Seniority shall accrue during time on short term sick leave, worker's compensation, long term disability (effective April 1, 1999), vacation, maternity leave/parental leave (effective February 10, 2000), education leave (effective April 1, 1999), adoption leave (effective **April 13, 2004**) and approved leaves of absence with pay, and approved leaves of absence without pay provided the Regular Employee pays the premiums in whole to the Newfoundland Power Inc. Retirement Income Plan, effective February 8, 1999.

Bargaining Unit Seniority shall accrue during time on short term sick leave, worker's compensation effective (October 20, 1993), long term disability effective January 16, 1996, vacation, maternity leave/parental leave (effective February 10, 2000), education leave (effective April 1, 1999), adoption leave (effective **April 13, 2004**) and approved leaves of absence with pay provided the Regular Employee pays their Union Dues in whole to the Union office.

Service and Bargaining Unit Seniority shall be maintained during time spent on any other approved leave of absence without pay subject to Clause 21.04 - Loss of Seniority.

When a Temporary Employee commences employment with the Company on a permanent basis, the length of unbroken service with the Company accumulated immediately prior to the commencement of employment on a permanent basis shall be credited to their Service Seniority. Bargaining Unit Seniority will commence on the date the Employee is hired permanently.

#### ***21.02 - SELECTION OF REGULAR EMPLOYEES FOR PROMOTION AND TRANSFER***

Selection of Regular Employees for promotion or transfer shall be **rated equally** and based on:

1. **Ability,**
2. **Qualifications; and**
3. **Bargaining Unit Seniority.**

“Qualifications” shall include related experience, related education or a combination of both.

### **21.03 - SELECTION OF REGULAR EMPLOYEES FOR LAYOFF AND RECALL**

Selection of Regular Employees for layoff or recall shall be by Area and shall be based on Bargaining Unit Seniority within job classification. Service Seniority replaces Bargaining Unit Seniority in circumstances where Bargaining Unit Seniorities are equal.

Layoffs shall occur in the following order: Student, Part Time Temporary, Full Time Temporary, and Regular Employee. A Regular Employee shall not be laid off within an Area while a Temporary Employee is employed within the Bargaining Unit within the Area.

Selection of Regular Employees for recall within an Area shall, subject to qualifications, be based on Bargaining Unit Seniority and shall occur in the reverse layoff order.

The Company shall maintain a thirty-six (36) month recall roster and shall notify the Regular Employee of recall. The laid off Regular Employee is obligated to inform the Company of their current mailing address and telephone number. It is understood a laid off Regular Employee who has obtained alternate employment with another company shall have the right of one refusal for recall without jeopardizing their recall rights. If they choose not to return to work on the second recall they shall forfeit their right to recall and be removed from the roster.

*Areas are designated as follows:*

Headquarters	St. John's	Carbonear
Whitbourne	Clareville	Burin
Port Union	Gander	Grand Falls
Corner Brook	Stephenville	Port-Aux-Basques

### **21.04 - LOSS OF SENIORITY**

A Regular Employee shall lose all seniority rights for the following:

- (a) Discharged for just cause
- (b) Resigns their position
- (c) Fails to report for work after the termination of a leave of absence
- (d) Fails to report for work within two weeks after notice of recall following a layoff
- (e) Laid off for a continuous period in excess of thirty-six (36) months.

A Regular Employee shall lose Bargaining Unit Seniority if permanently transferred to a management position in excess of one (1) calendar year. The Regular Employee's Bargaining Unit Seniority shall be frozen for the first twelve (12) months of the permanent assignment into management provided the Employee remits Union Dues to the Union office during the first twelve (12) months of the reassignment. At the end of this twelve (12) month period the Employee shall be dropped from the Bargaining Unit Seniority roster. However, failure to remit the required dues will result in the immediate removal from the roster.

A Regular Employee shall maintain Bargaining Unit Seniority if permanently transferred to a position in the craft bargaining unit.

#### ***21.05 - TEMPORARY ASSIGNMENT INTO MANAGERIAL POSITION***

Regular Employees, temporarily assigned to a managerial position, shall continue to accrue Bargaining Unit Seniority for the position temporarily vacated **and Temporary Employees, temporarily assigned to a managerial position, shall maintain their position on the Preference list** provided that:

1. The period of temporary duties does not exceed one (1) year, and
2. Such Employees are returned to the Bargaining Unit for a period not less than one (1) month before they are assigned further duties in a managerial position.

In the event that a Regular Employee does not return from a temporary assignment as per 1 and 2 above, and remains in the temporary assignment, they shall forfeit their Bargaining Unit Seniority **or if a Temporary Employee, their time on the Preference list will be reset to zero (0) days.**

#### ***21.06 - REGULAR EMPLOYEE TRANSFERRING INTO CRAFT UNIT***

A Regular Employee from the Clerical Bargaining Unit who permanently transfers into a position in the Craft Bargaining Unit in accordance with Clause 22.02 - Job Posting of the Craft Agreement, shall maintain seniority in the Clerical Bargaining Unit and shall accrue seniority in the Craft Bargaining Unit.

A Regular Employee from the Clerical Bargaining Unit who temporarily transfers into a position in the Craft Bargaining Unit shall accrue Seniority in the Clerical Bargaining Unit.



### **21.07 - Seniority Roster**

The Company shall, not later than the 1<sup>st</sup> day of March in each year, post on its Bulletin Boards, a roster showing the Service and current Bargaining Unit Seniority of Regular Employees as at the 31<sup>st</sup> of December of the preceding year. If a Regular Employee considers an error has been made, the Employee may notify their supervisor (prior to April 1<sup>st</sup> of the current year) and any corrective action required shall be taken. The revised seniority roster shall be forwarded to the Union no later than the 30<sup>th</sup> day of April of the current year. A similar list for preference in hiring shall be made for Temporary Employees and forwarded to the Union Office.

### **21.08 - REHIRING TEMPORARY EMPLOYEES**

Temporary Employees who have not reached the age of 65 shall be given preference in the same area when the Company is rehiring subject to their having given satisfactory performance during initial work periods totaling one hundred thirty (130) working days. However, such preference shall not apply to Temporary Employees who have not worked with the Company during the previous thirty-six (36) month period.

A Regular Employee who previously worked for the Company and successfully completed their probationary period and after leaving the Company is later rehired as a Temporary Employee will automatically begin to accumulate time on the preference listing.

When selecting Temporary Employees from the preference listing for a vacant position for which the expected duration is five (5) days or less in which listed Employees have satisfactory job experience, preference will be granted to the listed Employee with that job experience, who has the highest accumulated service at that area.

When selecting Temporary Employees from the preference listing for a vacant position for which the expected duration is greater than five (5) days, preference will be granted to the Employee having the job qualifications who has the highest accumulated service in that area who will then be given standard in house training and coaching. If no listed Employee meets the job qualifications then the Company is free to use its discretion in hiring. For the purpose of the preference listing, area shall be defined as St. John's, Carbonear, Whitbourne, Burin, Clarendville, Port Union, Gander, Grand Falls, Corner Brook, Stephenville, and Port Aux Basques.

Temporary Employees who are hired and are scheduled for layoff but do not break service will be considered as an extended hire and shall not be governed by the preference listing selection with the exception of Temporary Employees hired for the positions of Cashier, Edit Clerk, and Customer Account Representative in St. John's.

Time spent on approved leave with pay, or approved vacation without pay will accrue as time worked for the preference listing.

Temporary Employees hired four (4) hours or less per day shall be credited with a half (1/2) day on the preference listing. Temporary Employees hired greater than four (4) hours per day shall be credited with one day on the preference listing.

Temporary Employees who become eligible for worker's compensation or long term disability while working with the Company will have time accrue on the preference listing until the date of termination on their Temporary Employment Form to a maximum of fifteen (15) weeks.

Temporary Employees shall have the right of two (2) recalls. The Temporary Employee may refuse the first recall and still maintain their achieved accumulated time on the preference listing. Should the Temporary Employee refuse to return to work on the second recall for reasons other than documented medical reasons, they shall lose their accumulated time on the preference listing and their name shall be placed on the bottom of the preference listing with zero (0) days in that area.

Temporary Employees who have not qualified for entitlements as per Appendix A of the Collective Agreement will not be recalled if they notify the Company in advance of the preparation of the work schedule that they are unavailable for work, to a maximum of 15 days per calendar year, with the exception of the months of July, August and between December 18<sup>th</sup> and January 8<sup>th</sup>. During July, August and between December 18<sup>th</sup> and January 8<sup>th</sup>, Temporary Employees may request that they be unavailable for work and it will be subject to the approval of the Company. Temporary Employees who accrue vacation credits can schedule vacation during this period subject to Clause 16.03.

If during the time that a Temporary Employee is unavailable for work and the Company would not normally have recalled the Employee, these days will not count towards the maximum of 15 days per calendar year.

Temporary Employees shall be removed from the preference listing for the following:

- (a) Discharged for just cause
- (b) Resigns their position
- (c) Fails to report for work after the termination of an approved leave of absence
- (d) Laid off for a continuous period in excess of thirty-six (36) months
- (e) Refusal to work during the months of July, August, and between December 18<sup>th</sup> and January 8<sup>th</sup>, for other than documented medical reasons, and upon receiving medical proof from the Temporary Employee.

Temporary Employees who are removed from the Preference List as a result of Clause 21.08 (d) are subsequently rehired shall automatically begin to accumulate time on the Preference List, however, time on the Preference List will have been reset to zero (0) days.

Temporary Employees shall maintain their position on the preference list while on vacation, Short Term Sick Leave, Long Term Disability, and Worker Health & Safety Compensation Commission benefits. Temporary Employees shall also maintain their position on the preference list while on Pregnancy Leave (effective November 12, 2002), Parental Leave (effective November 12, 2002) and Adoption Leave (effective April 13, 2004).

## **ARTICLE 22 – VACANCIES AND NEW CLASSIFICATIONS**

### **22.01 - INTRODUCTION OF NEW CLASSIFICATIONS**

If new classifications are established which have job duties comparable to the classifications listed in Schedule A, such new classifications shall fall within the scope of this Agreement. If no agreement can be reached **by the Company and the Union** as to the inclusion of the classification in Schedule A then either party may refer the matter of inclusion of the classification in Schedule A, but not the wages of the classification, to the Newfoundland Labour Relations Board for final disposition.

The wages for any new classification shall be subject to negotiations between the parties.

## **22.02 - JOB POSTINGS**

All regular full time positions covered by this Agreement that become vacant on a full time basis and are approved for full time replacement shall be posted on the Company bulletin boards including those at a Temporary Headquarters or AWL. The standard job posting shall be posted for a duration of not less than ten (10) working days. The name of the successful candidate shall be posted within five (5) working days of appointment.

It is agreed that the standard job posting shall be written for each job classification. Each standard job posting shall include date issued, date closed, job description summary, region/department, location, qualifications and experience.

The Company shall revise the standard job postings from time to time, as it deems necessary and will forward copies to the Union. They shall then be used for job postings.

**Where the Company requires a temporary assignment whose duration is longer than six months, the job will be posted and awarded as per Clause 22.03, with the exception of any job that is filled by a Regular Employee whose position has been made redundant for technological or organizational change or who requires a medical accommodation.**

## **22.03 - JOB SELECTION**

When selecting a candidate for a new or vacant position posted in accordance with Clause 22.02 preference will be given to qualified Regular Employees already in the employ of the Company and in the Bargaining Unit. The name of the successful applicant shall be posted within five (5) working days of their appointment.

If the job posting is not filled as outlined above, then preference will be given to qualified Regular Employees of the Craft Bargaining Unit whose selection shall be based on satisfactory discharge of duties in current position, qualifications and service seniority.

## **22.04 - TEMPORARY WORK OUTSIDE EMPLOYEE'S CLASSIFICATION**

Where an Employee is required by the Company to temporarily perform work in a classification paying a lower rate the Employee shall be paid at their regular rate.

Where a Regular Employee is required by the Company to temporarily perform work in a classification for a **half (1/2)** day or more paying a higher rate the Employee shall be paid in accordance with the higher classification. The rate of

pay shall be set at seven (7%) percent **higher for each group above his/her normal classification** not to exceed the salary of the higher classification at the Step 3 level.

Providing satisfactory performance, ability and qualifications, Regular Employees will be **selected for temporary assignment on a rotational basis** based on bargaining unit seniority.

#### ***22.05 - REQUEST FOR RECLASSIFICATION***

An Employee may, for personal reasons, request a transfer to a lower paying classification. The Company, at its sole discretion, may approve such requests.

#### ***22.06 - TRANSFER TO LOWER PAYING CLASSIFICATION***

Where a Regular Employee is required to transfer to a lower paying job classification because of either:

- (a) Technological or organizational change; or
- (b) Ill health or disability,

Then that Regular Employee's salary shall be continued at the higher paying classification until the job rate of the lower paying classification equals or exceeds the frozen job rate, when subsequent negotiated increases shall apply.

Notwithstanding the above, where a Regular Employee who has twenty-five (25) or more years of service is transferred to a lower paying classification as per (a) or (b) above, negotiated increases will apply.

#### ***22.07 – RELOCATION EXPENSES***

The Company shall reimburse Regular Employees for moving expenses related to a move necessitated by work commitments resulting from a job posting, a transfer or a redundancy. The reimbursement for relocation expenses shall be as per the guidelines posted on Newfoundland Power's intranet web site, "Webster". A copy of these guidelines and any changes shall be sent to the Union office.

#### ***22.08 – CLASSIFICATION RE-EVALUATION***

**It is agreed that a Classification Review Committee be established including two union members in total representing both Craft and Clerical Bargaining Units appointed by the Business Manager. The mandate of this joint committee is to re-evaluate job classifications that have had significant changes to their job.**

**Where in the opinion of the Company or the Union, significant changes have occurred to an existing job classification since the Date of Signing, the Company or the Union may request a classification review. The process to be followed is:**

- **The applicant of the request (Union or Company) will submit a written request to Human Resources for re-evaluation of the classification. This request will contain any and all changes to the specific classification.**
- **Once the changes have been confirmed, the request will be forwarded to the Committee who will determine if the changes are significant enough to require a re-evaluation.**
- **If the changes are significant, the Company will submit a revised job description to the Committee for re-evaluation.**

**If this process results in an increased pay rate, it will be retroactive to the original request for re-classification. If the process results in a decreased pay rate, the existing pay will be frozen.**

**The results of this joint committee will be final and communicated to the Employees within the job classification.**

## **ARTICLE 23 - NO DISCRIMINATION**

### **23.01 - No DISCRIMINATION**

As per Human Right Legislation, neither the Company nor the Union shall discriminate against any Employee due to race, religion, religious creed, sex, marital status, sexual orientation, physical disability, mental disability, age, political opinion, colour, or ethnic, national or social origin.

Limitations, specifications, or preferences because of mental or physical disability shall be permitted only if based on a genuine occupation qualification and only after the Company has made all reasonable efforts to accommodate such disability.

No Employee shall be discriminated against due to membership in the Union or participation in a lawful activity for the Union.

### **23.02 - Personal and Sexual Harassment**

Both the Company and the Union consider harassment to be reprehensible and are committed to maintaining a work environment in which harassment, whether of a personal or sexual nature, does not exist. All individuals shall be treated with dignity and afforded the right to work in an atmosphere free of intimidation and abuse.

The Company and the Union agree to co-operate in the investigation of any personal or sexual harassment incident that involves an Employee of the Bargaining Unit.

All Employees are directed to the existing corporate policies related to personal or sexual harassment, a copy of which shall be available to every Employee.

## **ARTICLE 24 - GRIEVANCE**

### **24.01 - GRIEVANCE STEPS**

Any difference concerning the interpretation, application, or administration or alleged violation of the provisions of this Agreement shall be dealt with in the following manner:

- (1) The Employee concerned shall in the presence of the steward if so desired, submit a grievance in writing to the immediate supervisor of the Employee concerned who shall reply within two (2) working days after the grievance was submitted.
- (2) Failing satisfactory settlement at step one, the Union's grievance representative shall submit the grievance to the Department Head who shall render a decision within four (4) working days after the receipt of the grievance.
- (3) Failing settlement at step two, the Union's grievance representative shall submit a grievance to the Director of Employee Relations who shall render a decision within five (5) working days after receipt of the grievance.
- (4) Failing satisfactory settlement at step three, the Union shall refer the grievance to arbitration. Notice to arbitrate must be filed with the Company within forty-five (45) working days of the occurrence of the dispute.
- (5) A group grievance shall be filed at step two and a Union or policy grievance at step three.

Where the grievor has made arrangements in advance the grievor, and witnesses, if required, will be granted time with no loss of pay to present their grievance in step one.

#### **24.02 - GRIEVANCE - PROBATIONARY EMPLOYEES**

The Probationary Employee working within their six (6) month probationary period (**or 12 months for Employees in a formal apprenticeship program**) shall have the right to grieve any matter including termination for reasons other than unsuitability.

### **ARTICLE 25 - ARBITRATION**

#### **25.01 - ARBITRATION PROCEDURE**

Where a difference arises between the Company and an Employee or the Union arising out of the interpretation, application, administrations or alleged violation of the provisions of this agreement, including the question of whether a matter is subject to arbitration, the Company, or the Union after exhausting the grievance procedures, may by notice in writing, notify the other party of its desire to submit the difference to arbitration.

Within ten (10) working days of such notice, the parties shall agree on the appointment of a single independent arbitrator whose decision shall be final and binding on both parties. If the parties are unable to agree, the arbitrator shall be selected by draw from the list of arbitrators approved by the Newfoundland and Labrador Labour Management Co-operation Committee.

The arbitrator shall not have the power to amend, cancel, or add to the provisions of this Agreement. However, where an arbitrator determines that an Employee has been discharged or disciplined for cause, the Employee may review and modify the penalty imposed by the Company, and in the case of the discharge of an Employee, substitute such other penalty as seems just and reasonable in the circumstances. The arbitrator shall have the right to make monetary awards consistent with that which was lost by the grievor but such decisions shall not have retroactive effect prior to the date of the incident giving rise to the grievance.

The Parties shall pay equally the remuneration and expenses of the arbitrator.



## **ARTICLE 26 - DURATION AND RENEWAL OF CONTRACT**

### ***26.01 - EFFECTIVE PERIOD***

This Agreement shall take effect from **October 1, 2008** and shall remain in full force and effect until and including **September 30, 2011**.

### ***26.02 - SELF-RENEWING UNLESS TERMINATED***

After **September 30, 2011**, this Agreement shall automatically renew itself from year to year on the anniversary date unless notice of revision or termination is served by either Party within the period not more than 60 days and not less than 30 days immediately preceding **September 30, 2011**.

If such notice of revision or termination should be given by either Party and if a new Agreement has not been completed by the expiry date of the existing Agreement then the terms of the Agreement that has expired shall remain in force until a new Agreement has been signed.

### ***26.03 - CHANGE BY CONSENT***

The parties of this Agreement may by consent in writing at any time while the Agreement is in force, vary, cancel, or substitute other provisions for any provision in the Agreement other than the provisions relating to the term of this Agreement.

## **ARTICLE 27 – ESSENTIAL EMPLOYEES**

### ***27.01 – ESSENTIAL EMPLOYEE REQUIREMENTS***

In the event of a pending strike or work disruption and without an agreement on Essential Employees, the Union and Employees shall not participate in a strike or work disruption, and the Company shall not lock out Employees, until the Union and the Company have filed a joint written statement with the Board of Commissioners of Public Utilities of Newfoundland and Labrador (PUB) and/or the PUB has issued an order with respect to the essential Employee requirements of the Company pursuant to the Electrical Power Control Act.

**NEWFOUNDLAND POWER INC.**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL 1620**

In witness thereof the Parties have executed this Agreement on the 20th day of March 2009, in the City of St. John's, Newfoundland.

**NEWFOUNDLAND POWER INC.**

Gerard Hayes

\_\_\_\_\_  
Witness

Earl Ludlow

\_\_\_\_\_  
President and Chief Executive Officer

Jocelyn Perry

\_\_\_\_\_  
Vice President and  
Chief Financial Officer

**LOCAL NO. 1620  
INTERNATIONAL  
BROTHERHOOD OF  
ELECTRICAL WORKERS**

Dianna Ryan

\_\_\_\_\_  
Witness

Terry Rose

\_\_\_\_\_  
Business Manager

Robert Slade

\_\_\_\_\_  
President

**SCHEDULE "A"**  
**CLASSIFICATION**

Accounting Clerk  
Area Customer Representative  
Billing Statistics Coordinator  
Buyer  
Cash Services Clerk  
Collector  
Computer Operator  
Customer Account Representative  
Data Entry Clerk  
Distribution Records Clerk

**Drafting Technician**

Edit Clerk  
Engineering Records Clerk

Engineering Clerk  
**Meter Reading Clerk**  
Operations Clerk  
Plant Accounting Clerk  
Project Coordinator  
Purchasing Clerk  
Receptionist  
**Senior Cash Services Clerk**  
Senior Computer Operator  
Senior Customer Account  
Representative  
**Senior Drafting Technician**  
Surveyor's Assistant

## SCHEDULE "B"

### Wages

- (1) The first increase to be retroactive from date of signing to October 1, 2008.
- (2) The schedule of wage increases over the 3 year term to be adjusted as follows:

<u>% Increase on Base Wage</u>		
<u>2008/10/01</u>	<u>2010/01/01</u>	<u>2011/01/01</u>
3%	3%	3.5%

#### *GROUP 1*

	Step 1	Step 2	Step 3
<b>01 Oct 2008</b>	13.12	14.75	16.39
<b>01 Jan 2010</b>	13.51	15.19	16.88
<b>01 Jan 2011</b>	13.98	15.72	17.47

#### *GROUP 2*

	Step 1	Step 2	Step 3
<b>01 Oct 2008</b>	14.07	15.84	17.59
<b>01 Jan 2010</b>	14.49	16.32	18.12
<b>01 Jan 2011</b>	15.00	16.89	18.75

#### *GROUP 3*

	Step 1	Step 2	Step 3
<b>01 Oct 2008</b>	15.06	16.93	18.83
<b>01 Jan 2010</b>	15.51	17.44	19.39
<b>01 Jan 2011</b>	16.05	18.05	20.07

**Area Customer**

Data Entry Clerk

Engineering Clerk

**Representative Step 1**

Engineering Records Clerk

Receptionist

<b>GROUP 4</b>			
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>01 Oct 2008</b>	17.50	19.65	21.84
<b>01 Jan 2010</b>	18.03	20.24	22.50
<b>01 Jan 2011</b>	18.66	20.95	23.29

**Area Customer  
Representative  
Step 2**

Edit Clerk  
Surveyor's Assistant

**Cash Services Clerk**

Operations Clerk

Distribution Record Clerk

Purchasing Clerk

<b>GROUP 5</b>			
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>01 Oct 2008</b>	19.55	21.99	24.44
<b>01 Jan 2010</b>	20.14	22.65	25.17
<b>01 Jan 2011</b>	20.84	23.44	26.05

**Accounting Clerk  
Meter Reading Clerk**

Computer Operator  
Project Coordinator

**Drafting Technician**  
Senior Cash Services Clerk

<b>GROUP 6</b>			
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>01 Oct 2008</b>	20.81	23.40	26.00
<b>01 Jan 2010</b>	21.43	24.10	26.78
<b>01 Jan 2011</b>	22.18	24.94	27.72

**Area Customer  
Representative Step 3**  
Collector

Senior Computer Operator

Billing Statistics  
Coordinator  
Customer Account  
Representative  
**Senior Drafting  
Technician**

Buyer

Plant Accounting Clerk

Senior Customer Account Representatives to be paid 7% above Customer Account Representative – Step 3.

- (1) Step progression for classifications in Group 1 to 4 inclusive shall be based on semi-annual timing with Step 3 being reached after one year of satisfactory performance.
- (2) Step progression for classifications in Group 5 and 6 inclusive, including the Customer Account Representative and Senior Customer Account

Representatives, shall be based on annual timing with Step 3 being reached after two years of satisfactory performance.

- (3) Step progression for Area Customer Representative, Step 1, 2, & 3, shall occur after adequate training has been provided and following at least one year of satisfactory performance. An Employee will be compensated at Step 3 when the Employee is trained and is assessed to be fully competent in the performance of the functions.

#### *Special Cases*

All Employees whose wages are frozen prior to the signing date of this Agreement due to a transfer to a lower paying classification resulting from a job redundancy, organizational change or for medical reasons shall receive the wage increase effective **2008/10/01**. No subsequent increases, except as outlined in Clause 22.06, shall apply until the job rate of the lower paying classification equals or exceeds the frozen job rate at which time subsequent increases shall apply.

## SCHEDULE “C”

### Clothing

- (a) Regular Employees in the following classification is required to wear a uniform:
- Collector
- (b) Uniforms shall be of a colour and style specified by the Company and consist of:
- Slacks/**Shorts**
  - Windbreaker with Crest
  - Winter Jacket with Crest
  - Summer Cap with Crest
  - Winter Cap
  - Shirt or Blouse with Crest
- (c) On completion of the probationary period, Regular Employees appointed to the classification designated in paragraph (a) will be issued the following items:
- 2 Pairs of Gloves
  - 4 Pairs of Slacks/**Shorts**
  - 5 Shirts or Blouses
  - 1 Winter Jacket or Spring Jacket
  - 2 Windbreakers
  - 1 Winter Cap
  - 1 Summer Cap with Crest
- (d) Replacements will be issued as required to a maximum of:  
ONCE EACH YEAR AFTER THE INITIAL ISSUE
- 2 Pairs of Slacks/**Shorts**
  - 1 Summer Cap with Crest
  - 5 Shirts or Blouses
  - 1 Windbreaker with Crest or 1 Spring Jacket or 1 Winter Jacket
- Once every three (3) years after the initial issue.  
1 Winter Cap

Notwithstanding the items listed above it is understood that any article that is torn or worn out will be replaced. The Employee shall submit the article to the Supervisor for replacement.

- (e) Notwithstanding the above, Regular Employees designated in paragraph (a) may substitute shirts/blouses or slacks for windbreakers where it is mutually agreed between the Regular Employee and the Supervisor that the replacement windbreakers are not required. Substitution shall be made based on the following weighting:
- 3 Slacks/**Shorts**
  - 3 Windbreaker
  - 1 Shirts/Blouses

e.g.: 1 Slacks = 3 Shirts/Blouses

- (f) Regular Employees are responsible for keeping the uniform clean and tidy at all times. Upon submission of receipts, the Company will pay for dry cleaning; two pair of slacks and one windbreaker once each month, and a winter or spring jacket once a year.
- (g) Regular Employees in the classification designated in paragraph (a) shall wear the uniform at all times while on duty. The only exceptions are newly appointed Regular Employees who have not received their uniforms, or Employees who are on temporary assignment or probationary Regular Employees.

The uniform shall not be worn during off duty hours except for travelling to and from the work place.



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## APPENDIX A

### *LETTER OF UNDERSTANDING*

---

This letter sets forth the understanding reached during negotiations regarding Temporary Employees who have twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company.

Temporary Employees who have qualified under the above conditions shall not lose any entitlements granted under the Collective Agreement if they have a cumulative break(s) in the current calendar year which total sixty (60) or less working days. Once Temporary Employees exceed the sixty (60) working day break in service they must have twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company to re-establish entitlements.

**The first ten (10) days of the unavailable time will not be considered a break in service for the purposes of attaining Long Term status, if the employee has worked at least Ninety per cent (90%) of the available working hours in the twelve (12) month period proceeding the request, and the time is taken in blocks of at least five (5) days. These unavailable days must still conform to the time restraints as defined in Clause 21.08.**

Terry Rose  
Business Manager  
IBEW Local 1620

March 20, 2009  
Date Signed

Juliet O'Brien  
Manager of Human Resources  
Newfoundland Power

March 20, 2009  
Date Signed

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## APPENDIX B

### *SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN*

---

#### The Purpose of the Plan

The purpose of the Supplementary Unemployment Benefit Plan (SUB) is to supplement unemployment insurance benefits paid to eligible Employees of the Company by the Canada Employment and Immigration Commission during the initial seventeen (17) weeks of pregnancy leave and adoption leave.

#### Details of Supplementary Unemployment Benefit Plan

**Eligible Employees** All Regular Employees who are members of the Bargaining Unit and are on the first seventeen (17) weeks of pregnancy leave and adoption leave.

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all the rights and privileges granted to Regular Employees under this Appendix.

**Coverage** The Plan is to supplement the unemployment insurance benefits received by workers for the first seventeen (17) weeks of pregnancy and adoption leave.

**Plan Conditions** Employees must prove that they have applied for and are in receipt of unemployment insurance benefits in order to receive payment under this Plan.

The SUB is payable for the period during which an Employee is not in receipt of unemployment if the only reason for non-receipt is the claimant is serving the two week waiting period. The plan will pay the parent 100% of their income for the first two (2) weeks and supplement EI benefits for a further fifteen (15) weeks of the Pregnancy and Adoption Leaves of Absence for a total benefit of seventeen weeks.

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**APPENDIX B****(cont'd)**

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*SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN*

---

**Benefit Level** Except for the first two (2) weeks of pregnancy and adoption leaves the benefit level paid under this Plan is set at 85% of the Employee's regular weekly earnings. For the first two (2) week period the benefit level paid under this Plan is set at 100% of the Employee's regular weekly earnings.

**Benefit Period** The SUB benefit will be paid for a period of 17 weeks for pregnancy leave and adoption leave.

**Effective Date** The effective date of this plan is on signing date of this Collective Agreement.

**SUB Plan Financing** The Plan is financed by the Company  
SUB payments will be kept separate from payroll records.

**Other Conditions** The Company will inform the Canada Employment and Immigration Commission in writing of any changes to the Plan within thirty (30) days of the effective date of the change.

Employees do not have the right to SUB payments except for supplementation of EI benefits for the unemployment period as specified in the Plan.

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 plan.

Terry Rose  
Business Manager  
IBEW Local 1620

March 20, 2009  
Date Signed

Juliet O'Brien  
Manager of Human Resources  
Newfoundland Power

March 20, 2009  
Date Signed

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## APPENDIX C

### *LETTER OF UNDERSTANDING – GROUP INSURANCE*

---

The Company and Union recognize the importance of the group insurance program to the health and well-being of employees and their families. It is understood that the program may be reviewed periodically to ensure it continues to meet the needs of employees and the Company.

The Company and the Union agree to explore possible changes and improvements to the current program, including **the use of the Preferred Partner Network**. It is understood that the timing of any future changes is dependent on insurance policy renewal dates and implementation time required for program changes.

The Company will consult with the Business Manager on possible committee size and structure and the manner in which such a review will be initiated.

Terry Rose  
Business Manager  
IBEW Local 1620

March 20, 2009  
Date Signed

Juliet O'Brien  
Manager of Human Resources  
Newfoundland Power

March 20, 2009  
Date Signed

**Collective Agreement**  
**Craft Bargaining Unit, I.B.E.W. Local 1620**

# **Craft Agreement**

**Between**

**Newfoundland Power Inc.**

**and**

**Local 1620  
of  
International Brotherhood  
of Electrical Workers  
A.F. of L., C.I.O. - C.L.C.**

**Effective**

**October 1, 2008  
to  
September 30, 2011**

# CRAFT AGREEMENT

## TABLE OF CONTENTS

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---

### **ARTICLE 1 – PURPOSE OF AGREEMENT**

1.01 – Purpose Of Agreement .....	2
-----------------------------------	---

### **ARTICLE 2 – RECOGNITION**

2.01 – Recognition.....	2
2.02 – Definition of Employee .....	3
2.03 – Interpretation .....	3
2.04 – Probationary Period .....	3

### **ARTICLE 3 – RESPONSIBILITIES OF THE PARTIES**

3.01 – Agreement To Be Observed .....	3
3.02 – No Work Stoppages.....	3
3.03 – Contracting Out Provision.....	4
3.04 – Bargaining Unit Work .....	4
3.05 – Technological Change .....	4

### **ARTICLE 4 – MANAGEMENT RIGHTS**

4.01 - Management Rights .....	4
--------------------------------	---

### **ARTICLE 5 – UNION SECURITY AND CHECK OFF**

5.01 – Union Membership.....	5
5.02 – Deduction of Fees.....	5

### **ARTICLE 6 – UNION REPRESENTATIVES AND COMMITTEES**

6.01 – Committees and Meetings .....	5
6.02 – Compensation While on Joint Committee Work .....	5
6.03 – Stewards .....	6
6.04 – Conducting Union Business/ Access to Company Property .....	6
6.05 – Documents and Correspondence to Union.....	6
6.06 – Employees’ Personnel File.....	7
6.07 – Disciplinary Records .....	7

6.08 – Bulletin Boards .....	8
6.09 – Introduction to Shop Steward .....	8
6.10 – Pre Negotiating Committee .....	8

## **ARTICLE 7 – SAFETY**

7.01 – Safety Policy .....	9
7.02 – Employee Requiring Assistance .....	9
7.03 – Assistance on Callout .....	9
7.04 – Protective Equipment .....	10
7.05 – Video Display Terminals .....	10
7.06 – Early and Safe Return to Work .....	10
7.07 – Medical Accommodation .....	11

## **ARTICLE 8 – TRAINING AND APPRENTICESHIP**

8.01 – Training Programmes .....	11
8.02 – Labour Relations Fund .....	12
8.03 – Recognition of Apprentice Program .....	13
8.04 – Schedule of Pay .....	13
8.05 – Apprentices Participating With The Company In Formal Apprenticeship Program .....	13
8.06 – Regular Employee Commencing Apprenticeship Program .....	14
8.07 – Travel During the Apprenticeship Period .....	14
8.08 – Apprentice Relocation Allowance .....	14
8.09 – Apprentice Return to School .....	15

## **ARTICLE 9 – HOURS OF WORK**

9.01 – Intent of Clause .....	15
9.02 – Non-Shift Employees .....	15
9.03 – Shift Employees .....	16
9.04 – Relief Shift Employees .....	17
9.05 – Shift Employees - Steam Plant .....	18
9.06 – Rest Break .....	19
9.07 – Shift Differential .....	19
9.08 – Work on Surge Tanks .....	19
9.09 – Alternate Hours at Request of Employee .....	19

## **ARTICLE 10 – OVERTIME**

10.01 – Overtime Rate .....	20
10.02 – Banking of Overtime .....	20
10.03 – Basis of Overtime .....	21



10.04 – Minimum Overtime .....	21
10.05 – Overtime on Callout .....	22
10.06 – Equal Distributions .....	22
10.07 – Period of Rest .....	22
 <b>ARTICLE 11 – WAGES</b>	
11.01 – Wages As In Schedule B .....	23
 <b>ARTICLE 12 – STANDBY SERVICE</b>	
12.01 – Standby Service .....	23
12.02 – Standby – Pending Storms .....	25
 <b>ARTICLE 13 – INCLEMENT WEATHER</b>	
13.01 – Minimum Eight (8) Hours Pay .....	25
13.02 – Alternate Work .....	25
 <b>ARTICLE 14 – NOTICE, TRAVEL TIME AND MEALS</b>	
14.01 – Definitions .....	26
14.02 – Normal Headquarters to Work Site .....	26
14.03 – Kilometre Allowance .....	26
14.04 – Meals During Overtime .....	26
14.05 – Notice of Planned Work .....	27
14.06 – Alternative Hours - Temporary Headquarters .....	27
14.07 – Per Diem Meal Allowance & Accommodations .....	29
14.08 – Travel Allowance .....	30
14.09 – Commuting Option (Temporary Headquarters) .....	30
14.10 – Travel .....	32
14.11 – Special Projects .....	33
14.12 – Emergency Situations .....	34
 <b>ARTICLE 15 – PAID HOLIDAYS</b>	
15.01 – Paid Holidays .....	34
15.02 – Observed Day .....	35
15.03 – Shift Employees .....	35
 <b>ARTICLE 16 – VACATIONS</b>	
16.01 – Vacation Year .....	35
16.02 – Vacation Credits .....	35
16.03 – Utilization Of Vacation Credits .....	37
16.04 – Scheduling of Vacations .....	37

16.05 – Paid Holiday During Vacation .....	38
16.06 – Call-back From Vacations.....	38
16.07 – Temporary Employees .....	39
16.08 – Vacation Pay on Termination.....	39
16.09 – Transfer Vacation to Sick Leave.....	39
16.10 – Bereavement Leave During Vacation .....	39

## **ARTICLE 17 – INSURANCE AND BENEFIT PLANS**

17.01 – Insurance Benefits For Regular Employees .....	40
17.02 – Insurance Benefits for Temporary Employees.....	40
17.03 – Cost of Policies.....	40
17.04 – Interim Insurance for New Employees.....	40
17.05 – Pension Benefits and Group RRSP .....	41
17.06 – Severance Pay.....	42
17.07 – Retirement Allowance .....	42
17.08 – Enhanced Early Retirement Program .....	43
17.09 – Registered Retirement Savings Plan .....	43

## **ARTICLE 18 – SICK LEAVE**

18.01 – Sick Leave - Regular Employees .....	43
18.02 – Sick Leave - Temporary Employees .....	45
18.03 – Reporting Sick and Medical Certificates .....	45
18.04 – Medical Assessment .....	46
18.05 – Medical and Dental Appointments.....	46

## **ARTICLE 19 – PERSONAL EQUIPMENT**

19.01 – General.....	46
19.02 – Clothing Allowance.....	47
19.03 – Coveralls - Mechanics .....	47
19.04 – Coveralls For Dirty Jobs.....	47
19.05 – Uniforms .....	47

## **ARTICLE 20 – LEAVES OF ABSENCE**

20.01 – Bereavement Leave .....	48
20.02 – Court Duty .....	48
20.03 – Union Business.....	49
20.04 – Union Conventions.....	49
20.05 – Business Manager.....	49
20.06 – Leave For Other Purposes .....	50
20.07 – Emergency Leave .....	50

20.08 – Education Leave .....	50
20.09 – Family Responsibility Leave.....	51
20.10 – Pregnancy Leave .....	52
20.11 – Parental Leave .....	53
20.12 – Adoption Leave .....	53

## **ARTICLE 21 – SENIORITY**

21.01 – Seniority .....	54
21.02 – Selection of Regular Employees for Promotion, Demotion and Transfer .....	56
21.03 – Selection of Regular Employees for Layoff and Recall.....	56
21.04 – Loss of Seniority.....	56
21.05 – Seniority Roster - Regular Employees .....	57
21.06 – Rehiring Temporary Employees .....	57
21.07 – Temporary Assignment Into Managerial Position .....	58
21.08 – Permanent Assignment Into Managerial Position.....	58
21.09 – Regular Employee Transferring into Clerical Unit.....	58

## **ARTICLE 22 – VACANCIES AND NEW CLASSIFICATIONS**

22.01 – Introduction of New Classes of Work.....	59
22.02 – Job Postings .....	59
22.03 – Job Selection.....	60
22.04 – Temporary Work Outside Employee’s Classification .....	60
22.05 – Request For Reclassification .....	60
22.06 – Transfer To Lower Paying Classification .....	61
22.07 – Power Plant Maintenance .....	61
22.08 – Relocation Expenses.....	61
22.09 – Classification Re-Evaluation.....	61

## **ARTICLE 23 – NO DISCRIMINATION**

23.01 – No Discrimination .....	62
23.02 – Personal and Sexual Harassment.....	62

## **ARTICLE 24 – GRIEVANCE**

24.01 – Grievance Steps .....	63
24.02 – Grievance - Probationary Employees.....	63

## **ARTICLE 25 – ARBITRATION**

25.01 - Arbitration Procedure.....	64
------------------------------------	----

## **ARTICLE 26 – DURATION AND RENEWAL OF CONTRACT**

26.01 – Effective Period .....	64
26.02 – Self-Renewing Unless Terminated.....	64
26.03 – Change by Consent.....	65

## **ARTICLE 27 – ESSENTIAL EMPLOYEES**

27.01 – Essential Employee Requirements .....	65
---	----

## **SCHEDULE “A”: Classification .....**

## **SCHEDULE “B”**

Wages .....	68
-------------	----

Apprentice Grade 1.....	69
-------------------------	----

## **SCHEDULE “C”: Uniform Allotment .....**

## **APPENDIX A: Letter of Understanding .....**

## **APPENDIX B: Supplementary Unemployment Benefit Plan.....**

## **APPENDIX C: Letter of Understanding .....**

## **APPENDIX D: Letter of Understanding – Group Insurance .....**

## **APPENDIX E: Letter of Understanding .....**

## **APPENDIX F: Letter of Understanding.....**

## **APPENDIX G: Letter of Understanding.....**

## **APPENDIX H: Letter of Understanding.....**

## **APPENDIX I: Letter of Understanding .....**

## **Flowcharts:**

## **Temporary Headquarters - No Crews Residing Away .....**

## **Temporary Headquarters - All Crews Residing Away.....**

## **Normal Headquarters - No Crews Residing Away.....**

## **Temporary Headquarters - Some Crews Residing Away.....**

# Index

## A

Adoption Leave.....	53
Agreement to Be Observed.....	3
Alternative Hours at Request of Employee .....	19
Alternate Hours – Temporary Headquarters.....	27
Alternate Work.....	25
Apprentices Participating with the Company in Formal Apprenticeship Program.....	13
Apprentice Relocation Allowance .....	14
Apprentice Return to School.....	15
Arbitration Procedure.....	64
Assistance on Call-out .....	9

## B

Banking of Overtime.....	20
Bargaining Unit Work.....	4
Basis of Overtime.....	21
Bereavement Leave during Vacation.....	39
Bereavement Leave.....	48
Bulletin Boards .....	8
Business Manager .....	49

## C

Callback from Vacation .....	38
Change by Consent .....	65
Classification Re-Evaluation .....	61
Clothing Allowance .....	47
Commencement and End of Project .....	32
Committees and Meetings.....	5
Compensation While on Joint Committee Work.....	5
Conducting Union Business/Access to Company Property.....	6
Contracting Out Provision .....	4
Commuting Option (Temporary Headquarters) .....	30

Cost of Policies .....	40
Court Duty.....	48
Coveralls for Dirty Jobs .....	47
Coveralls – Mechanics .....	47

## **D**

Deduction of Fees .....	5
Definitions.....	26
Definition of Employee.....	3
Disciplinary Records.....	7
Documents and Correspondence to Union .....	6

## **E**

Early and Safe Return to Work .....	10
Education Leave.....	50
Effective Period.....	64
Enhanced Early Retirement Program.....	43
Emergency Leave.....	50
Emergency Situations .....	34
Employee Requiring Assistance .....	9
Employees’ Personnel File .....	7
Equal Distributions .....	22
Essential Employee Requirements.....	65

## **F**

Family Responsibility Leave .....	51
-----------------------------------	----

## **G**

Grievance Steps.....	63
Grievance – Probationary Employees.....	63

## **I**

Insurance Benefits for Regular Employees .....	40
Insurance Benefits for Temporary Employees .....	40
Intent of Clause .....	15

Interim Insurance for New Employees .....	40
Interpretation .....	3
Introduction of New Classes of Work .....	59
Introduction of Shop Steward .....	8

## J

Job Postings.....	59
Job Selection .....	60

## K

Kilometre Allowance .....	26
---------------------------	----

## L

Labour Relations Fund.....	12
Leave for Other Purposes.....	50
Loss of Seniority .....	56

## M

Management Rights .....	4
Meals During Overtime .....	26
Medical Accommodation.....	11
Medical Assessment.....	46
Medical and Dental Appointments .....	46
Minimum Overtime.....	21
Minimum Eight (8) Hours Pay .....	25

## N

No Discrimination.....	62
No Work Stoppages .....	3
Non-Shift Employees .....	15
Notice of Planned Work.....	27
Normal Headquarters to Work Site.....	26

## O

Observed Day .....	35
Overtime Rate .....	20
Overtime on Callout.....	22

## P

Paid Holiday during Vacation.....	38
Paid Holidays .....	34
Parental Leave.....	53
Pension Benefits and Group RRSP.....	41
Per Diem Meal Allowance & Accommodations .....	29
Period of Rest.....	22
Permanent Assignment into Managerial Position.....	58
Personal Equipment – General.....	46
Personal and Sexual Harassment .....	62
Power Plant Maintenance .....	61
Pregnancy Leave .....	52
Pre-Negotiating Committee .....	8
Probationary Period.....	3
Protective Equipment.....	10
Purpose of Agreement.....	2

## R

Recognition .....	2
Recognition of Apprentice Program .....	13
Registered Retirement Savings Plan.....	43
Regular Employee Commencing Apprenticeship Program.....	14
Regular Employee Transferring into Clerical Union.....	58
Relief Shift Employees .....	17
Rehiring Temporary Employees .....	57
Relocation Expenses .....	61
Reporting Sick and Medical Certificates .....	45
Request for Reclassification .....	60
Rest Breaks .....	19
Retirement Allowance.....	42



## S

Safety Policy .....	9
Schedule of Pay .....	13
Scheduling of Vacations .....	37
Selection of Regular Employees for Promotion, Demotion and Transfer..	56
Selection of Regular Employees for Layoff and Recall .....	56
Self-Renewing Unless Terminated .....	64
Seniority .....	54
Seniority Roster – Regular Employees .....	57
Severance Pay .....	42
Shift Employees .....	16, 35
Shift Employees – Steam Plant.....	18
Shift Differential .....	19
Sick Leave – Regular Employees .....	43
Sick Leave – Temporary Employees .....	45
Special Projects .....	33
Standby – Pending Storms .....	25
Standby Service.....	23
Stewards .....	6

## T

Technological Change.....	4
Temporary Assignment into Managerial Position .....	58
Temporary Employees .....	39
Temporary Work Outside Employee’s Classification .....	60
Training Programmes.....	11
Transfer to Lower Paying Classification .....	61
Transfer Vacation to Sick Leave.....	39
Travel During the Apprenticeship Period .....	14
Travel Allowance .....	30

## U

Uniforms .....	47
Union Business .....	49
Union Conventions .....	49
Union Membership .....	5
Utilization of Vacation Credits .....	37

## V

Vacation Credits.....	35
Vacation Pay on Termination .....	39
Vacation Year .....	35
Video Display Terminals .....	10

## W

Wages as in Schedule B .....	23
Weekend Travel to and from Normal Headquarters.....	33
Work on Surge Tanks .....	19

## ***TO ALL SUPERVISORY STAFF AND UNION STEWARDS***

This Agreement is the result of collective bargaining between representatives of the Union and the Company. It has been entered into in good faith and represents the efforts of many people over several months of Union-Company relations. The Parties hereto recognize that a series of rigid rules cannot alone result in mutual co-operation. The spirit behind the Agreement is much more important than the terms in which it is written.

SUPERVISORY STAFF AND UNION STEWARDS are urged to study and become familiar with the terms and conditions of this Agreement and to observe strictly THEIR obligation contained herein. Relationships between supervisors, their employees and Union representatives should be handled within an attitude of fair play, adherence to the terms of the Agreement and a genuine effort to promote amicable and harmonious working arrangements in a spirit of goodwill, tolerance and understanding.

THIS AGREEMENT made as of the 1<sup>st</sup> day of October, A.D. 2008.

BETWEEN:

**NEWFOUNDLAND POWER INC.,**

hereinafter referred to as the “Company” of the First Part

AND

**LOCAL UNION 1620 INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS,**

hereinafter referred to as the “Union” of the Second Part

WITNESSETH THAT THE PARTIES HERETO DO COVENANT AND AGREE  
AS FOLLOWS:

**ARTICLE 1 – PURPOSE OF AGREEMENT**

***1.01 – PURPOSE OF AGREEMENT***

It is the intent and purpose of the Parties to establish, as herein set forth, their full Agreement covering wages, hours of work and other working conditions and to provide a procedure for the prompt and equitable adjustment of grievances so as to prevent interruptions of work and to promote an efficient operation. The Parties hereto recognize that they are jointly engaged in providing an essential and vital service to the public and that there is an obligation on each Party for the continuous performance and availability of such service.

**ARTICLE 2 – RECOGNITION**

***2.01 – RECOGNITION***

The Company recognizes the Union as the sole and exclusive bargaining agent for its employees who are in the Bargaining Unit as set forth in Certification Order issued by the Newfoundland Labour Relations Board on the 15<sup>th</sup> of March 1978 as amended

from time to time and covers all classifications in Schedule “A” attached hereto - as amended from time to time by either the Board or the Parties - which Schedule and amendments form part of the Agreement.

## **2.02 – DEFINITION OF EMPLOYEE**

- (a) Employee means any employee of the Company who is in the Bargaining Unit.
- (b) Temporary Employee means an Employee who is employed in casual or seasonal work or for the duration of specific project(s) and includes apprentices hired after April 1, 1986.

Temporary Employees will sign an application for temporary employment at the time of hiring.

- (c) Regular Employee means any Employee who is not a Temporary Employee.

## **2.03 – INTERPRETATION**

For the purposes of this Agreement, any reference to the masculine gender shall be deemed to include the feminine and vice versa, and the plural shall be deemed to indicate the singular and vice versa, as the context may require. **In addition, any reference to spouse or common law spouse shall include opposite sex partners and same sex partners.**

## **2.04 – PROBATIONARY PERIOD**

**Upon commencement of employment with the Company, a Regular or Temporary Employee will be subject to a probationary period of up to six (6) months of work with the exception of an Employee hired by the Company for participation in a formal apprenticeship program. These Employees shall be subject to a probationary period of up to twelve (12) months of work.**

# **ARTICLE 3 – RESPONSIBILITIES OF THE PARTIES**

## **3.01 – AGREEMENT TO BE OBSERVED**

The Union, its officers and representatives at all levels, and all Employees are bound to observe the provisions of this Agreement. The Company, its officials and representatives at all levels, are bound to observe the provisions of this Agreement.

## **3.02 – NO WORK STOPPAGES**

During the term of this Agreement the Union shall not call upon or authorize Employees individually or collectively to, nor shall any Employee cease, slow down, or abstain from the performing of their duties for the Company, and the Company shall not cause any lockout.

### **3.03 – CONTRACTING OUT PROVISION**

Regular Employees will not be laid off because of work shortages resulting from contracting out.

### **3.04 – BARGAINING UNIT WORK**

Other persons employed by the Company shall not normally perform work regularly performed by Employees except in the following circumstances:

- (a) For testing, inspecting or commissioning machinery or equipment.
- (b) For instructing and training.
- (c) In experimentation with respect to plant or system performance or operations.
- (d) In case of emergencies affecting the safety of the public or persons employed by the Company, and imminent damage to equipment.
- (e) Unionized employees of other Fortis companies performing work for the Company, including exchange arrangements, with prior written approval of the Union.
- (f) Members of the Clerical Bargaining Unit temporarily assigned into the Craft Bargaining Unit, with prior approval of the Union.

### **3.05 – TECHNOLOGICAL CHANGE**

When it is necessary to reduce the number of Regular Employees because of automation and/or technological or organization change, every reasonable effort will be made to accomplish the reduction through attrition or reassignment of the Regular Employee affected. The Company shall give the Union at least three (3) months advance written notice of the changes.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

### **4.01 – MANAGEMENT RIGHTS**

The Union recognizes that the Company has the sole authority to manage its affairs, to make and alter from time to time rules and regulations to be observed by Employees, to direct its working forces including the right to hire, classify, promote, demote (but not as a disciplinary measure), transfer, lay-off, discipline and discharge any Employee for just cause, and to increase or decrease the working force of the Company, and to re-organize any department or section thereof from time to time as circumstances and necessity may require. In the exercise of the foregoing management rights, the Company shall be subject to, and this Clause will not abrogate, the provisions of the Agreement.

## **ARTICLE 5 – UNION SECURITY AND CHECK OFF**

### **5.01 – UNION MEMBERSHIP**

Membership in the Union shall be a condition of employment for every Employee. Every new Employee shall immediately apply for membership in the Union. The Company agrees to give the Employee the Union membership application forms provided to the Company by the Union.

### **5.02 – DEDUCTION OF FEES**

The Company shall deduct from each Employee an amount equivalent to the Initiation Fee and monthly Union Dues, and other levies and assessments except fines and shall forward such funds to the Financial Secretary of the Union not later than ten (10) working days in the month following such deductions accompanied by a list of the Employees on behalf of whom such deductions were made. The list shall include name, address, classification, and reporting headquarters and shall be as shown by the records of the Company.

## **ARTICLE 6 – UNION REPRESENTATIVES AND COMMITTEES**

### **6.01 – COMMITTEES AND MEETINGS**

The Company agrees to meet and deal with the following committees and the Union shall keep the Company informed, at all times, as to the names of its Officers, Negotiating Committee Members, Labour Management Committee (4 appointed by the Union from this Bargaining Unit), Shop Stewards, Apprenticeship Advisory Committee, committees and representatives required under the Occupational Health and Safety Act, **Classification Review Committee**, other joint management and union committees and any other persons who are authorized representatives of the Union for the purposes of negotiations and discussions with the Company in matters which are appropriate under provisions of this Agreement. The Union may also have the services of a person designated by the Union when dealing with grievances, or servicing this contract. The Labour Management Committee shall meet once a month unless otherwise mutually agreed by the Union and the Company.

**Minutes will be taken for the above mentioned committee meetings. The minutes will contain action items and associated deadlines as appropriate. The Company and the Union are committed to a timely resolution of all action items.**

### **6.02 – COMPENSATION WHILE ON JOINT COMMITTEE WORK**

The Company agrees that Employees who are members of the above committees shall suffer no loss of pay while engaged in any Company-Union joint consultative

committee work, and if travelling with the mutual consent of the Company and the Union the Company will reimburse them for reasonable travelling and living expenses incurred when away from their designated headquarters. Members of joint committees shall be allowed reasonable time during working hours when they are required to attend to business arising out of joint committee work, it being understood that in all cases members of the committee requiring time off from regular work must obtain approval from their immediate supervisor.

### **6.03 – STEWARDS**

Shop Stewards, appointed by the Business Manager in writing to the Company, shall be allowed time to perform their duties in servicing this Agreement without discrimination and without loss of pay, it being understood that in all cases Shop Stewards requiring time away from regular duties shall obtain prior approval from their immediate supervisor. Such approval shall be given by the supervisor subject to the exigencies of the operation. In the event of a layoff, the Company shall notify the Union immediately before any Shop Steward is terminated.

### **6.04 – CONDUCTING UNION BUSINESS/ ACCESS TO COMPANY PROPERTY**

The Union Representative shall have access to the Company property in performance of their duties in servicing this Agreement, providing they have made prior arrangements with **Human Resources**.

During working hours or on Company premises, the Union, its members, or its agents shall not persuade or attempt to persuade, persons employed by the Company to join the Union, and shall not conduct Union activities, except as herein provided.

### **6.05 – DOCUMENTS AND CORRESPONDENCE TO UNION**

The Company shall provide the Union the following information pertaining to Employees:

- (a) A list of all Regular Employees showing their names, addresses, and Service and Classification Seniority as at the thirty-first day of May of that year.
- (b) A list of all Temporary Employees showing their names, addresses, and accumulated service by area and location as at the last day of each month by the 10<sup>th</sup> working day of the month following.
- (c) A copy of all job postings, job appointments, promotions, demotions, and transfers as soon as they are posted.



- (d) **On a monthly basis, names of Employees temporarily assigned to another union position for a continuous basis of 3 months or more, hired, discharged, retired deceased or who have resigned.**
- (e) **On a monthly basis, a copy of any suspensions, verbal or written warnings given to Employees.**
- (f) Reasonable notification of any courses, seminars, workshops or educational programs to be given by or through the Company pertinent to employees of the Bargaining Unit.
- (g) On a monthly basis, a list of temporary assignments into management giving the effect date.
- (h) On a monthly basis, a list of Employees returning to the Bargaining Unit from temporary assignment in management giving the effective date.
- (i) **On a monthly basis, the names and positions of Employees participating in a Return to Work program including the start and estimated duration of any accommodation that is outside the Collective Agreement and/or the Bargaining Unit. (May also require a LOU)**
- (j) **On a monthly basis, a list of Employees going on or returning from long term disability;**
- (k) **On a monthly basis, a list of Employees assigned to special projects outside of the province.**

**The Company shall provide the Union with copies of all policies and procedures that affect Employees.**

#### ***6.06 – EMPLOYEES' PERSONNEL FILE***

The Company shall not maintain more than one Personnel File for each Employee. Employees shall have the right to view and obtain a copy of their Personnel File by making arrangements directly with their supervisor. Where it is demonstrated that the information contained in a file is incorrect, the appropriate correction shall be made. The Company shall execute the request within ten (10) calendar days.

#### ***6.07 – DISCIPLINARY RECORDS***

Discipline shall be for just cause. Where disciplinary action is to be administered to an Employee by a supervisor, the Employee may request that a Shop Steward be present. The Company will provide the Employee with advance notification where reasonably possible. Where disciplinary action is taken the Company shall place a record of such action in the Employee's Personnel File and give a copy to the Employee. The Employee shall sign the record to indicate receipt of the copy. If the

Employee so wishes, they may respond to the record and such response will be attached to the record and placed in the Employee's Personnel File.

After twenty-four (24) months, the Company shall remove the disciplinary record from the Employee's Personnel File and shall not refer to it or use it against the Employee. The disciplinary record removed from the file will be returned to the Employee within thirty (30) days of its removal.

#### **6.08 – BULLETIN BOARDS**

The Company shall locate bulletin boards where they shall be readily accessible to Employees and agrees to permit the Union to post on such boards, as well as at a specified location on the Company's intranet, only notices concerning elections, meetings, reports, and other official Union Business or notices of recreational and social activities. Such notices must have an expiry date so that the Employee assigned the responsibility of maintaining up-to-date and orderly bulletin boards may remove same at the appropriate time. These bulletin boards, with the exception of access to the Company's intranet, shall be available to Employees working from all Company sites, including temporary headquarters.

#### **6.09 – INTRODUCTION TO SHOP STEWARD**

When a new Employee is hired, the Company will advise the Employee that there is a Labour Agreement in effect and introduce the Employee to the local Union Representative and/or Shop Steward.

The Company shall also provide the Shop Steward an opportunity to meet with the new Employee, to familiarize the Employee with the Labour Agreement and present them with the Local Union's orientation information materials and welcome them to the Union.

The meeting would normally be completed within one half (1/2) hour.

**At the Union's request, the Company will provide the Business Manager an opportunity to meet with new Regular Employees or Apprentices to present them with the Local Union's orientation. This meeting will not exceed 4 hours. No additional travel costs will be provided for this orientation.**

#### **6.10 – PRE NEGOTIATING COMMITTEE**

The Company agrees to give the Employees on the Negotiating Committee (not to exceed five (5) employees) five (5) working days without pay to prepare for upcoming negotiations.

## **ARTICLE 7 – SAFETY**

### **7.01 – SAFETY POLICY**

The Company and the Union consider safety to be of paramount importance and agree to the following policy and objectives:

- To completely integrate Safety with all operations. To see that Employees are at all times kept familiar with the general and special practices for the safe conduct of their work.
- To recognize and support the efforts of the Occupational Health and Safety Committees as established under the Occupational Health and Safety Regulations. These committees shall be comprised of Union and management appointees with co-chairmanship. They shall be mandated to carry out the duties and responsibilities as prescribed by legislation.
- To see that the safety **practices and procedures**, as prescribed from time to time in the Company's **Operations** Manual or by law, shall be strictly adhered to.
- The tools and safety equipment supplied by the Company shall be properly used and taken care of at all times by the Employees to whom they are issued.

**Employees will not be required to undertake work which the Employee has reasonable grounds to believe is dangerous to their health or safety or the health or safety of another person at the workplace as per the provisions of the Occupational Health and Safety Act.**

**Contractors will be required to comply with occupational health and safety legislation and follow all Company's health and safety practices and procedures.**

### **7.02 – EMPLOYEE REQUIRING ASSISTANCE**

Employees will not be required to undertake work which they consider unsafe or where by safety regulations additional help is required. It shall be their duty in these cases to immediately notify their supervisor or their headquarters. If this is impossible, they shall summon such help as is required to undertake the work safely.

### **7.03 – ASSISTANCE ON CALLOUT**

It is Company policy that an Employee on callout must obtain adequate assistance if work is encountered which cannot be carried out safely by a single person in accordance with the Company's Health and Safety Standards Manual. In

determining the requirement for assistance the Employee is expected to use bona fide judgment.

#### **7.04 – PROTECTIVE EQUIPMENT**

The Company will supply the necessary safety and protective equipment required to ensure that all work may be carried out safely in accordance with the rules contained in the Company's **Operations** Manual or any law of the Province.

Flame resistant protective clothing of a type, which meets recognized industry standards will continue to be supplied for the duration of the collective agreement.

#### **7.05 – VIDEO DISPLAY TERMINALS**

A video display terminal user is an Employee whose use of video display terminals is a mandatory requirement for a minimum of one (1) hour per day for the completion of their job duties. **At the request of the Employee, VDT's shall be equipped with "Stretchware" or a similar software program that is designed to help relieve eyestrain and encourage Employees to perform ergonomic exercises.**

For video display terminal users, the Company shall take every reasonable step to:

- (1) Ensure that new video display terminals meet ergonomic standards.
- (2) Minimize lighting glare.
- (3) Test video display terminals for emissions based on requests from Employees. Results of such inspections shall be made available to the Union.

For Regular Employees who are video display terminal users, the Company shall:

- (1) Pay for annual eye examinations if not covered under existing benefit package.
- (2) For Employees who experience a change in prescription due to the annual eye examination, cover the cost of glasses or contact lenses not covered under the existing benefit to the maximum covered under Clause 17.01.

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all of the rights and privileges granted to Regular Employees under this Clause.

#### **7:06 – EARLY AND SAFE RETURN TO WORK**

The Company, the Union and all Employees shall abide by their duties and obligations outlined in the Workplace Health, Safety and Compensation Act and the

Human Rights Code. All parties shall cooperate in the early and safe return to work of Employees **who have been disabled due to injury or illness.**

### ***7.07 – MEDICAL ACCOMMODATION***

**The Company shall provide suitable employment that is available and consistent with the Employee's qualifications and functional abilities comparable with their pre-disability position.**

**Every effort shall be made to accommodate, if available, in the following order:**

- **1<sup>st</sup> in a classification of equal compensation,**
- **2<sup>nd</sup> in a classification of higher compensation,**
- **3<sup>rd</sup> in a classification of lower compensation.**

**Suitable work will be offered under the Company's early and safe return to work program and in accordance with the WHSCC Policy RE-18 Hierarchy of Return to Work. This may involve the Employee's pre-disability position with or without modifications, a comparable position with or without modifications, or a collection of duties that the Employee can perform based upon the Employee's qualifications and functional abilities. These guidelines may involve accommodation outside the Craft Collective Agreement, either within the Clerical Bargaining Unit or in management, but only after all reasonable options within the confines of the Craft Collective Agreement have been explored. Accommodation within the Clerical Bargaining Unit shall require the consent of the Union.**

**When an Employee requires medical accommodation, the appropriate documentation will be forwarded to Human Resources. Upon receipt of the documentation, medical accommodation will be offered as soon as possible. Accommodations will be made on a case by case basis with consideration of the Employee's qualifications and functional abilities. Where the Workplace Health, Safety and Compensation Act or the Human Rights Code provides the injured or disabled Employee with more rights than this Clause, the appropriate legislation shall prevail.**

## **ARTICLE 8 – TRAINING AND APPRENTICESHIP**

### ***8.01 – TRAINING PROGRAMMES***

**The Company and the Union recognize the need for development of educational and training programmes as may be required to meet the challenge of a constantly changing work environment and to promote maximum development of manpower programmes.**

- (a) It is recognized that mutual benefits would accrue by participating in Labour Relations Training and, where practical, the parties agree to co-operate in this training.
- (b) The Company shall provide training, where reasonable, in order to broaden the knowledge and skills of Employees.
- (c) Upon supervisory approval, the Company shall assist Employees who attend training programmes at approved institutions off the premises outside their normal working hours, when such training relates to overall career development. Such assistance shall include reimbursement for tuition fees and compulsory textbooks upon successful completion of the training programme. Should such assistance be denied, the Employee may request a review by the Employee Development Section.
- (d) Training which is considered by the Company to be essential for satisfactory job performance shall be mandatory and shall be considered as time worked. Employees attending training outside their operating area and delivered on a normal working day shall be paid a normal day's pay. Employees attending training within their operating area and delivered on a normal working day shall report to their supervisor if training is completed before the expiration of the normal workday. When travel to or from the place of training is necessary, it shall be done during normal working hours where practical. When travel to or from mandatory training is necessary on days of rest, Employees shall be paid at normal straight time rates for the actual travel time required to a maximum of eight (8) hours in any calendar day. If such travel is required outside normal working hours on regular workdays, straight time rates shall apply to a maximum of eight (8) hours. **If an Employee is required to travel to a safety meeting outside of normal work hours, they will be paid at the double time rate.**
- (e) Notwithstanding the provisions outlined in (d), when an Employee travels in a vehicle that is required for use in mandatory training, any travel time outside normal working hours or on a day of rest shall be paid at the overtime rates.

### **8.02 – LABOUR RELATIONS FUND**

The Company will make available in each calendar year a maximum of **\$16,500** for labour relations education and training for this Bargaining Unit's membership.

The Company shall commit part or all of these funds towards specific programs only upon written request from the Business Manager to the appropriate Company official.

Actual disbursements of the funds shall be made only when Union requests are substantiated by invoices.

### **8.03 – RECOGNITION OF APPRENTICE PROGRAM**

The Union recognizes the value and necessity of the Company's Apprenticeship program and agrees to co-operate fully in the implementation thereof.

An Apprenticeship Advisory Committee with equal representation from the Company and Union will, from time to time, review and make recommendations to the Company on the Apprenticeship Program.

### **8.04 – SCHEDULE OF PAY**

The schedule of rates of pay for apprentices is as set forth in Schedule "B" attached hereto and forms part of the Agreement.

### **8.05 – APPRENTICES PARTICIPATING WITH THE COMPANY IN FORMAL APPRENTICESHIP PROGRAM**

Under this Clause, an apprentice refers to an employee hired by the Company for participation in a formal Apprenticeship Program, recognized by the Department of Education (Industrial Training Section). Rights and privileges afforded to apprentices participating in the Company's Apprenticeship program do not apply to Employees who do not have journeyperson status and who are hired on a temporary basis outside the scope of the Company's Apprenticeship Program.

The Company's Apprenticeship Program ends when an apprentice is eligible to write the National Red Seal Exam. The apprentice is eligible to write the exam when he/she has successfully completed all required workplace skills and formal training courses, has worked the required number of hours as outlined in the experience log book and when a statement of eligibility has been completed by the Company and sent to the Department of Education (Industrial Training Section). The Company shall ensure that the apprentice has the necessary training available to him/her within the established time frames.

**Depending on operational requirements, offers of regular employment will be made six (6) months prior to the anticipated completion of the apprenticeship program. Offers to successful apprentices will be determined by the selection process in Clause 21.02. Regular employment will be contingent on successful completion of the National Red Seal Exam.**

An apprentice, on attaining his/her Journeyperson status, is under no obligation to accept regular full-time employment with the Company and the Company is under no obligation to provide regular full-time employment to the apprentice. **If an apprentice has not been offered regular employment and a position is posted for a Journeyperson within thirty (30) days of the apprentice being eligible to write his/her National Red Seal Exam, and provided he/she has successfully written the**

National Red Seal Exam, such Employees shall be given hiring preference for the Journeyperson position over a candidate who has never worked with the Company.

**Where operationally feasible when the Company is providing offers of regular employment, consideration will be given to the preferred location of the apprentice.**

**Apprentices, who accept regular employment after successful completion of the National Red Seal Exam, will sign a one (1) year service agreement with the Company. Apprentices not hired through this process will be laid off.**

Apprentices who achieve Journeyperson status with the Company **and who have not been offered regular employment** shall have his/her name placed on the Temporary Employee Preference Listing by Area and location and shall appear in order of their achieving Journeyperson status by date and will be credited with zero (0) days. Such Journeypersons shall only be placed on the Temporary Employee Preference list upon providing the Company with written notification, and supporting documentation, that they have successfully completed the National Red Seal Exam.

#### ***8.06 – REGULAR EMPLOYEE COMMENCING APPRENTICESHIP PROGRAM***

A Regular Employee who is accepted for an apprenticeship program shall continue to be classified as a Regular Employee and the Regular Employee's current salary shall be continued until the rate of the apprentice position equals or exceeds the frozen rate, when subsequent negotiated increases shall apply.

Upon completion of the apprenticeship, the Regular Employee will be placed as a Journeyperson in their respective trade.

#### ***8.07 – TRAVEL DURING THE APPRENTICESHIP PERIOD***

**During the apprenticeship period, the apprentice will be assigned to various projects. If assigned to temporary headquarters, the apprentice will be paid in accordance with Article 14. However, the apprentice will not have the right to opt out of any assigned project.**

#### ***8.08 – APPRENTICE RELOCATION ALLOWANCE***

**From Block 1 until the end of the first six (6) months of Block 3 (or the end of Block 4 for Industrial Electrical Apprentices), apprentices who are required by the Company to change their normal headquarters and who incur relocation or duplicate housing expenses will be entitled to an allowance.**

**The apprentice may choose either a lump sum relocation payment of up to \$2,500 for expenses associated with relocation, or a monthly duplicate housing**



**allowance. The monthly duplicate housing allowance will be paid up to a maximum of \$550 a month. These allowances are intended to offset a portion of their relocation expenses. Proof of expenses will be required. Duplicate housing allowance expenses paid to an immediate family member do not qualify.**

**An apprentice who is relocated in the last six (6) months of Block 3 (or in the last six months of Block 4 for an Industrial Electrical Apprentice) or anytime during Block 4 (or Block 5 for an Industrial Electrical Apprentice) will only be entitled to the lump sum relocation payment of \$2,500. The monthly duplicate housing allowance will not apply.**

### ***8.09 – APPRENTICE RETURN TO SCHOOL***

**When the apprentice returns to school, the Company agrees to pay the apprentice 100% of their regular weekly earnings for the initial two week Employment Insurance waiting period. The Company will also pay a training allowance top-up of their Employment Insurance so that they receive 100% of their regular weekly earnings for the remaining period they are in school.**

**Apprentices will maintain their position on the preference listing while in school.**

## **ARTICLE 9 – HOURS OF WORK**

### ***9.01 – INTENT OF CLAUSE***

**This clause provides the basis for the calculation of any payment for hours of work and shall not be read or construed as a guarantee of hours of work per day or week, or a guarantee of days of work per week.**

### ***9.02 – NON-SHIFT EMPLOYEES***

**The hours of work for non-shift Employees shall be forty (40) hours per week consisting of eight (8) hours per day from 8:00 a.m. to 4:00 p.m. Monday through Friday.**

**The Company may offer alternate hours of work to Employees working from their Normal Headquarters. For those Employees who choose the alternate hours, the hours of work shall be forty (40) hours per week, Monday through Friday to a maximum of ten (10) hours per day. Employees who choose ten (10) hour days from Normal Headquarters shall be paid a Meal Allowance for each ten (10) hour day at the rates specified in Clause 14.04.**

**For Meter Readers the eight (8) hours in a day may be varied to any eight (8) hour period in a day requested by the Meter Reader and approved by the Company.**

Non-shift Employees will be given ten (10) days' written notice when required by the Company to work shift schedules. If written notice is not given, the Company shall pay the Employees involved the applicable overtime rate for all hours worked the first two (2) shifts of the shift schedule except that where an Employee is required to start a shift on Friday and work Saturday and Sunday, then the Company shall pay that Employee the applicable overtime rate for the first three (3) shifts of the shift schedule. Subsequent shifts will be paid at straight time rate.

Employees shall be entitled to a paid thirty (30) minute lunch break commencing at 12:00 noon and shall be required to remain at the work location during the lunch break. However during a planned outage or during extreme emergencies, the lunch break may be rescheduled. In such cases, if the Employee works during the paid thirty (30) minute lunch break and provided the Employee does not receive a paid lunch break between the hours of 11:00 a.m. and 2:00 p.m. the Company will pay the Employee eight and one-half (8 ½) hours if they work the full day **without being provided a lunch break.**

### **9.03 – SHIFT EMPLOYEES**

The hours of work for shift Employees shall average forty (40) hours per week over a cycle of shifts. This shall be achieved by working eight (8) hour or twelve (12) hour shifts in accordance with the shift schedule. The starting and quitting time and the days of rest for shift Employees shall be in accordance with a shift schedule to be posted on the Company's bulletin boards at least ten (10) days before the effective starting date. If notice is not given, the Company shall pay the Employees involved the applicable overtime rate for all hours worked the first two (2) shifts of the shift schedule except that where an Employee is required to start a shift on Friday and work Saturday and Sunday, then the Company shall pay that Employee the applicable overtime rate for the first three (3) shifts of the shift schedule. Subsequent shifts will be paid at straight time rate. Shifts shall rotate or alternate on a regular basis. When shift Employees, at the request of the Company, work two consecutive shifts, excepting the short change shift, they will be paid the applicable overtime rate. Shift Employees will not be required to work consecutive twelve (12) hour shifts except under extreme circumstances.

Should there be any evidence of Employee fatigue, deterioration of safety standards, reduction in the present level of efficiency or increasing operating costs, or other problems resulting from the twelve (12) hour shift schedule and the problem cannot be resolved through the Labour/Management Committee then either the Union or the Company may terminate the twelve (12) hour shift schedule and return to the eight (8) hour shift schedule upon giving one (1) month's written notice to the other Party.

No overtime costs will be incurred as a result of a changeover to or from the twelve (12) hour shift.

For calculation of vacation credits, utilization of vacation credits, calculation and administration of the Salary Continuance Plan, and calculation and administration of the Insurance and Benefits Plans, a twelve (12) hour shift is equivalent to one and one-half (1 ½) eight (8) hour workdays.

#### **9.04 – RELIEF SHIFT EMPLOYEES**

There shall be two (2) employees designated as Relief Shift Employees at the Control Centre. Employees so designated shall be the Control Centre Employees with the least Classification Seniority in the position of Senior Control Room Operator and Junior Control Room Operator. Service Seniority replaces Classification Seniority in circumstances where Classification Seniority is equal. The two (2) Employees so designated as outlined above shall remain as the Relief Shift Employees for a shift cycle period of twenty-four (24) weeks. At the expiration of this twenty-four (24) weeks the two Relief Shift positions will be rotated to the next two (2) Control Centre Employees with the least Classification Seniority in the position of Senior Control Room Operator and Junior Control Room Operator. The two (2) Relief Shift positions shall continue to rotate in this manner.

Should there be problems to be resolved resulting from designating Relief Shift Employees in the above manner, by either the Company or the Union, the Company may revert back to the previous method of designating Relief Shift Employees if the problem cannot be resolved at Labour-Management Committee meetings.

Relief Shift Employees are employed primarily for the purpose of relieving other shift Employees during their days of rest or illness but they shall also be required to relieve Employees during annual vacation, and other approved leave of absence. They shall be paid at the applicable wage rate for their classification for all work performed, but shall perform the duties of various classifications of any equal or lower level in order that they may be fully employed. The hours of work for Relief Shift Employees shall average forty (40) hours per week over a cycle of shifts.

Relief Shift Employees shall be paid at **fifty-five dollars (\$55.00)** per week over and above their regular pay.

When a Relief Shift Employee is affected by a shift change for the purpose of relieving other Employees during their floater day, illness, bereavement leave, emergency leave or family responsibility leave, the Employee will be given a minimum of two (2) hours notice. Failure to give such notice will result in overtime payment for all hours worked on the first shift so changed. Notice will not be required to return the Employee to their regular shift.

When a Relief Shift Employee is affected by a shift change other than outlined above, the provisions outlined in Clause 9.03 shall apply. In addition, an Employee's request for vacation must be provided with at least ten (10) days notice.

When assigned to relief work, days of rest for Relief Shift Employees may be altered or rearranged so as to coincide with the particular relief position involved. If as a result of such alterations or rearrangements Relief Shift Employees receive more days of rest than they are entitled to receive, they may be required as arranged by their supervisor to make up the equivalent time by working on their subsequent day or days of rest.

When assigned relief duty they shall not work more than five (5) consecutive shifts in any seven (7) day period at which time they are entitled to two (2) consecutive calendar days off. If Employees work more than five (5) shifts in any seven (7) day period, overtime rates will apply.

When not assigned relief duty the hours of work shall average forty (40) hours per week, over a cycle of shifts. This shall be achieved by working eight (8) hour or twelve (12) hour shifts (Monday to Friday) in accordance with the shift schedule.

If a Relief Shift Employee is scheduled to work a particular Lieu Day and the Relief Shift Employee is subsequently required to do relief duty to cover a floater day, illness, bereavement leave, emergency leave or family responsibility leave, the Shift Employee who is scheduled to be off on their Lieu Day will be given the first opportunity to work the Lieu Day and the Employee will be paid the applicable overtime rate otherwise the lowest Employee on the overtime list will be asked to work the shift.

#### **9.05 – SHIFT EMPLOYEES – STEAM PLANT**

It is agreed that in any instance when the Company has to start up the plant on short notice:

Article 9, Clause 9.03 pertaining to the posting of a shift schedule at least ten (10) days prior to the starting date shall not apply to Steam Plant Operators. However, the Company will endeavour to give as much notice as possible.

The Company shall post a shift schedule as soon as practical after the decision is made to start up the plant.

Overtime rates shall apply to all hours in excess of forty (40) hours actually worked by plant operators in the period between 08:00 hours on Monday of the week of a start up and 08:00 hours on the following Monday except that if the operator is informed before 16:00 hours on Friday of the shift schedule to start on or after 08:00 hours on the following Monday, no overtime will apply except for hours worked in

excess of eight (8) hours per shift. Once the shift schedule is established, operators required to work on their days of rest shall be paid at the overtime rate.

If as a result of the break in the shift schedule a plant operator owes time, the Company will permit the operator to work the time owing at overtime rates during the wind-down period. An operator will not accrue overtime pay until the owing time has been worked.

If the Company owes time to any operators as a result of shifts broken due to shut down, they will be permitted to either take the time off almost immediately after the plant is shut down and boxed up or, they may, with the approval of the Plant Superintendent, schedule the time off at some future date.

### **9.06 – REST BREAKS**

Employees shall be entitled to a rest break of fifteen (15) minutes for each half shift worked. Rest breaks are to be taken on the job site and during the period after the first hour and before the last hour of the half shift being worked. Notwithstanding the foregoing, the rest break shall be taken either before or after, but not during, a period of planned outage.

### **9.07 – SHIFT DIFFERENTIAL**

Employees working shifts shall receive a shift differential as follows:

Effective Date	Date of Signing	2010/01/01	2011/01/01
	1.45	1.50	1.55

The shift differential will only apply between the hours of 16:00 hours and 08:00 hours. The shift differential shall not apply to hours worked for which overtime rates apply.

### **9.08 – WORK ON SURGE TANKS**

Employees performing work at a height in excess of 25 ft. on surge tanks shall be paid \$4.50 per hour over and above the normal wage rate for every hour so worked.

### **9.09 – ALTERNATE HOURS AT REQUEST OF EMPLOYEE**

Subject to the approval of the Company and the Union, an Employee may request that the eight or ten hours in a day be varied to any eight or ten hour period between the hours of 6:00 am and 8:00 pm.

Subject to the approval of the Company, a Regular Employee may request to work less than the normal hours in a day. If such request is granted then the Regular Employee will continue to accumulate benefits on a prorated basis.

## **ARTICLE 10 – OVERTIME**

### **10.01 – OVERTIME RATE**

An Employee required to work outside of the working hours **or do not receive proper notification of shift schedules** as defined in Article 9 will receive compensation for the hours worked at double the hourly wage rate applicable to their classification.

Meter Readers, who are assigned regular reading routes, shall be compensated at the overtime rate for all approved hours worked outside their normal work hours. Overtime necessitated by sickness, compassionate leave, jury duty, state of emergency declared by a competent authority or delays in the reading schedule created by the Company will be credited to the Employee on the day worked.

Other overtime hours worked shall be credited to the Employee at the end of the month; the credit will be equal to the overtime hours worked minus time taken off on non-read days. If the Meter Reader does not have any overtime to apply for non-read days and is not required to work, the Meter Reader will be paid.

An Employee required to work on a paid holiday (as listed in Article 15) or a day granted in lieu thereof, shall, in addition to the normal pay, be entitled to double the hourly wage applicable to their classification for the hours worked on the paid holiday or day granted in lieu thereof.

**To be recognized under the agreement, overtime must be authorized by the Employee's supervisor.**

### **10.02 – BANKING OF OVERTIME**

An Employee may elect, in writing to the Company, in lieu of pay, to bank overtime. One (1) hour of overtime worked at double time will be banked as two (2) hours.

At the written request of the Employee, with not less than five (5) days' notice, (ten (10) days notice for Shift Employees) the Company will, subject to the utilization limits stated below and the exigencies of its operations and provided it does not unduly interfere with vacations, allow time so banked to be taken off in periods of not less than one (1) working day. An Employee's written request for banked overtime shall be acknowledged within two (2) days of receipt and shall state whether or not the request is approved.

Notwithstanding the above, where the required notice has not been given, an Employee may, at the approval of their supervisor, be permitted to take off three (3) non-consecutive work periods of banked overtime (not less than four (4) hours nor greater than eight (8) hours each; not greater than twelve (12) hours for Employees who normally work twelve (12) hour shifts in any calendar year.

The utilization of banked overtime will be limited to one hundred and sixty (160) hours in any calendar year except upon retirement, emergency leave or leave mutually agreed upon between the Employee and the Company. In the case of retirement, all remaining banked overtime may be taken as time off immediately prior to retirement.

An Employee may elect, on written notice to their supervisor, to receive pay for part or all overtime hours previously banked. Any hours banked shall be paid to the Employee at the rate at which the hours were banked. Banked overtime shall be paid out on a first in, first out basis subject to the following grandfathering provision:

Any hours accumulated in an Employee's unpaid banked overtime account at the date of contract signing shall be valued at the Employee's rate of pay on September 30, 2003.

Future overtime shall be valued on the Employee's current rate of pay. Negotiated increases shall not apply to banked overtime but time off taken in lieu of overtime worked shall be on an hour for hour basis. If an Employee is to withdraw time from the overtime bank, it shall be done on a first in, first out basis.

The Company also agrees to make available a monthly overtime report stating banked overtime for the pay period both used and unused. The Company also agrees to indicate on each Employee's pay stub banked overtime used for the current pay period, overtime banked during the current pay period and total remaining banked hours.

### **10.03 – BASIS OF OVERTIME**

Vacations, paid holidays and approved sick leave and other approved leaves of absence with pay shall be considered as time worked for the purpose of computing overtime.

### **10.04 – MINIMUM OVERTIME**

An Employee who is required by the Company to continue work beyond their normal shift, shall be paid not less than one-half (1/2) hour at the overtime rate. Otherwise overtime shall be rounded up to the nearest one-quarter (1/4) hour.

An Employee who is required by the Company to report for work within one (1) hour prior to the start of their normal shift shall be paid not less than one (1) hour at the overtime rate.

Except as provided above, an Employee who is required by the Company to report for work after they have completed their normal days work and left their place of employment, will receive not less than two (2) hours pay at the overtime rate.

An Employee who has been asked to report for work for planned overtime and does report for work will receive four (4) hours straight time pay if there is no work.

#### **10.05 – OVERTIME ON CALLOUT**

An Employee who is called out starts the clock for overtime payment when they hang up the phone and prepare to respond. Overtime stops when they return to residence (either normal or temporary) or the callout continues into the Employee's normal hours of work as stated in Article 9.

Notwithstanding the above, callouts that meet the requirements of Clause 10.07 shall be governed by Clause 10.07.

#### **10.06 – EQUAL DISTRIBUTIONS**

Overtime will be distributed as equally as practical as outlined below. However, Employees performing a particular job during the regular hours will be given preference of continuing that job into overtime hours. Where Employees feel they have been assigned abnormal amounts of scheduled and/or unscheduled overtime, they are encouraged to discuss the matter with their supervisor. The Company shall make available on a monthly basis a list of employees showing actual overtime hours worked in the applicable area. All new Employees and Temporary Employees shall be placed on the bottom of the list that is used to determine overtime. Employees returning from WHSCC, long-term disability, other long term leave or layoff shall be placed on the overtime roster in the same spot that they were when they left.

Overtime will be distributed among all qualified Employees within a given area and all Employees shall accept callouts in order to spread the work as evenly as possible.

#### **10.07 – PERIOD OF REST**

An Employee required to work overtime and reports to work between four (4) hours and eight (8) hours prior to the commencement of their regular shift, shall be paid at the overtime rate until the Employee is relieved for an eight (8) hour rest period. If the Employee's subsequent rest period is interrupted, they shall be paid at the overtime rate until they are relieved for an eight-hour rest period.



An Employee who works sixteen (16) continuous hours will be entitled to an eight (8) hour rest period. No Employee shall be permitted to work beyond sixteen (16) continuous hours. The Employee shall notify their supervisor before sixteen (16) continuous hours have elapsed. Such notification shall provide the supervisor sufficient time to arrange replacement workers and time to arrange the return of the Employee to their headquarters or accommodations.

The Employee shall be paid at the straight time rate for any portion of their rest period that falls within the Employee's regular shift.

Following a period of rest, the Employee shall be paid at the straight time rate for the remaining portion of the regular shift and at the overtime rate for work continuing beyond the regular shift.

If, as a result of the above rest period falling within their regular shift, an Employee is required to report to work for one hour or less of their regular shift, then that Employee will be required to report for work only if the Company requires that Employee to work overtime after their regular shift. Otherwise, that Employee will not be required to report for their regular shift and will be paid the straight time rate for the one hour or less remaining in their regular shift.

This clause shall not apply to Employees working twelve (12) hour shifts and to Relief Shift Employees.

## **ARTICLE 11 – WAGES**

### **11.01 – WAGES AS IN SCHEDULE B**

Wages shall be paid to Employees in accordance with the classifications and rates set forth in Schedule "B" attached herewith and forming part of this Agreement.

## **ARTICLE 12 – STANDBY SERVICE**

### **12.01 – STANDBY SERVICE**

Employees shall perform standby duty when requested by their supervisor. Such Employee shall be qualified to perform the duties for which they are requested to standby. **A Powerline Technician or a Powerline Technician Lead Hand shall be the primary on-call person only after they have three (3) months of experience working within an Area.**

An Employee on standby shall be readily available for work. They shall remain within their headquarters area and be available by telephone or leave information as to where they can be reached quickly and make arrangements for forwarding any messages that may be received by telephone. If calls are received, they shall

immediately report for work or take such action as may be necessary under the circumstances.

Standby duty shall be assigned on a weekly basis and will be distributed between all Employees of any particular classification as equitably as possible. The schedule of standby duty shall be posted for the next month at least two weeks prior to the first of the month, where practical.

Employees scheduled for standby duty will be permitted to exchange standby time with other Employees on the same standby roster and the responsibility to find a replacement is theirs and they shall immediately notify their supervisor.

Employees assigned to standby duty shall receive as follows:

- (a) **A weekly rate of eight (8) hours pay at the Lead Hand rate; or**
- (b) **A weekly rate of nine (9) hours pay at the Lead Hand rate for a week that contains one (1) statutory holiday**
- (c) **A weekly rate of ten (10) hours pay at the Lead Hand rate for a week that contains two (2) statutory holidays**
- (d) **A weekly rate of eleven (11) hours pay at the Lead Hand rate for a week that contains three (3) statutory holidays**
- (e) **The daily rate for a non-statutory holiday shall be computed by dividing the weekly rate in (a) above by seven (7). The daily rate for a statutory holiday shall be two (2) hours at the Lead Hand rate.**

Employees who work seven (7) consecutive days on standby will be given the choice of compensation by pay, as per (a) (b) (c) or (d) above, or they will be given the choice of banking the equivalent hours thereof.

**If an Employee is required by the Company to take standby for three (3) weeks consecutively, the standby rate will be doubled on week three (3) and any consecutive weeks thereof.**

These rates include payment for the use of the Employee's telephone. In addition they shall be paid at prevailing rates for time actually worked.

An Employee, who is required by the Company to reside away from their normal residence and is assigned standby duty, shall be compensated at **double** the appropriate standby rate.

The overtime rate for Employees, who are required by the Company to perform standby duties, shall be based on the Lead Hand rate for their classification for all overtime hours worked as a result of the standby duty. To be eligible for the Lead

Hand rate the Employee must be on call and be responsible for a crew of two (2) or more including him or her self.

### **12.02 – STANDBY – PENDING STORMS**

Employees who are required to be away from their normal residence in order to perform standby, shall be paid the following:

- (1) Time spent travelling at the prevailing rate, at the commencement and termination of the standby assignment in accordance with the Collective Agreement.
- (2) **Double** the regular standby rate as per Clause 12.01 of the Collective Agreement.
- (3) The Employee shall be granted a minimum of four (4) hours pay per twenty-four (24) hour period at double time rate if there is no work.
- (4) If the Employee works, the employee shall be paid for all time worked in excess of the **four (4)** hour minimum pay per twenty-four (24) hour period in accordance with the Collective Agreement.

## **ARTICLE 13 – INCLEMENT WEATHER**

### **13.01 – MINIMUM EIGHT (8) HOURS PAY**

An Employee who reports for work on a scheduled working day, but who, by reason of inclement weather or reasons beyond their control, is dismissed for the day shall receive not less than eight (8) hours pay at such Employee's normal rate.

**If the Company closes a building in the St. John's Area prior to the commencement of the Employee's shift due to inclement weather, Employees whose job classifications are not required to work during storms will be excused with pay for the period of the building closure.**

### **13.02 – ALTERNATE WORK**

If, in the opinion of the Company, it is impractical because of inclement weather for Employees to continue their normal duties, the Company may require such Employees to perform such other tasks compatible with their trade as may be available or such Employees may be instructed in safety measures and procedures, Company policies etc. Members of line crews will not be required to perform routine scheduled hotline work made hazardous because of lightning, rain, sleet, snow, wind or mist. During periods of such inclement weather work will be confined to emergency situations or to such work as can be done without undue hazards.

**As per Clause 7.01 all work will be performed safely.**

## ARTICLE 14 – NOTICE, TRAVEL TIME AND MEALS

### **14.01 – DEFINITIONS**

For the purpose of Article 14 the following definitions shall apply:

1. Normal Headquarters is the permanent office from which the Employee normally works.
2. Temporary Headquarters is normally a permanent office to which the Employee is temporarily assigned. When required to facilitate work from a temporary work site, a substation or other Company building, trailer or temporary accommodations may be designated a Temporary Headquarters.
3. Work Site is the physical location where work is carried out.

Temporary Headquarters shall have toilet facilities, potable drinking water and a secure place to store and dry personal protective equipment and clothing.

### **14.02 – NORMAL HEADQUARTERS TO WORK SITE**

Time spent in travelling between normal headquarters and work site at the commencement and termination of each day's work will be paid for as time worked.

### **14.03 – KILOMETRE ALLOWANCE**

An Employee using their own vehicle at the request of the Company shall be paid an allowance of **forty (40) cents** per kilometer **effective date of signing**.

Meter Readers who opt, at the Company's request, to provide their own transportation to and from the assigned routes shall be paid a daily allowance of **thirty dollars (\$30.00)** and a Kilometre Allowance for all kilometres driven in reading the assigned route.

### **14.04 – MEALS DURING OVERTIME**

The Meal Allowance for meals during overtime shall be **sixteen dollars (\$16.00)**. Employees shall not be entitled to a Meal Allowance for those meals which they have received a Per Diem Allowance or Travel Allowance as per 14.07 and 14.08.

Meal Allowances shall be provided in the following manner:

- (1) An Employee who is required to work two (2) hours overtime immediately before or after a regular shift shall be entitled to a Meal Allowance. Should the overtime continue, a Meal Allowance shall be provided at the expiration of each successive four (4) hour period thereafter. Employees working ten (10) hour days from normal headquarters as per 9.02 must work four (4) hours

beyond their ten (10) hour day before they are entitled to another meal allowance.

- (2) An Employee on Per Diem Meal Allowance or Travel Allowance must work four (4) hours immediately after their shift before being entitled to a Meal Allowance. Should the overtime continue, a Meal Allowance shall be provided at the expiration of each successive four (4) hour period thereafter.
- (3) An Employee who is called out to work overtime after they have completed their normal day's work and left their place of employment shall be entitled to a Meal Allowance at the expiration of four (4) hours of such overtime. However, if Employees are called back to work within two (2) hours after completing their normal day's work they shall be entitled to a meal allowance at the expiration of two (2) hours overtime. Should the overtime continue, a Meal Allowance shall be provided at the expiration of each successive four (4) hour period thereafter.
- (4) During prolonged overtime, when an Employee is entitled to a Meal Allowance, the Company may also provide a meal (hot where practical). The supervisor must arrange paid eating time for the Employees.
- (5) An Employee who is required to work scheduled overtime or on a statutory holiday shall receive a meal allowance at the expiration of each four (4) hour period.

#### **14.05 – NOTICE OF PLANNED WORK**

Employees working on planned projects which require them to be away from their normal residence overnight shall receive two (2) working days notice for projects lasting one week or less and five (5) working days notice for projects lasting longer than one week. Employees not notified as per the above shall be paid at the applicable overtime rate for the first day of the project.

Employees required to work on planned overtime will be advised the previous day and will receive not less than twelve (12) hours notice. This clause does not cover emergency situations or pressing work that arises on short notice.

#### **14.06 – ALTERNATIVE HOURS – TEMPORARY HEADQUARTERS**

When working alternative hours of work from a Temporary Headquarters, the hours of work for Employees shall be forty (40) hours per week, Monday through Friday, between the hours of 7:00 am and 6:00 pm, ten (10) hours per day.

The hours of work shall be set at the commencement of the project **phase** and they shall be the hours of work for the entire project **phase**, except where the hours of work may change due to circumstances beyond the Company's control.

When working from a Temporary Headquarters, the following situations may apply:

A. **For Employees not required to reside away from their normal residence:**

- Where the Company offers ten (10) hour days the Company will request volunteers for the project. **The Company will distribute the opportunity for alternate hours to all qualified volunteers in the Area such that Employees will be rotated out at least every four (4) weeks, where practical.**
- **When the Company is not successful in obtaining volunteers, the Company may assign Employees to work ten (10) hour days from a temporary headquarters while not residing away from their normal residence, up to a maximum of twenty (20) projects company-wide in a calendar year. The Company will notify the Union of the start date of the project, expected duration and the number of the twenty (20) projects utilized year-to-date.**

B. **For Employees required to reside away from their normal residence:**

- The Company may set the hours of work.

C. Where there are Employees required to reside away from their normal residence and Employees who are not required to reside away from their normal residence and are working on the same project:

- The Company will assign the hours of work.
- Employees who are required to work **ten (10) hour days** may opt out of the project, provided they can be replaced by another qualified Employee in their Area.

**In B and C above or when Employees work on one of the twenty (20) projects in A above:**

- **The Company will distribute the opportunity for alternate hours to all qualified Employees in the Area such that Employees will be rotated out at least every four (4) weeks and all qualified Employees in the Area will take their turn, where practical.**
- Employees may request to opt out of a Temporary Headquarters assignment of ten (10) hour days in cases where there is a serious illness within their immediate family or where the assignment will create severe and immediate hardship to themselves or their immediate family. Immediate family is defined as spouse, common law spouse, child,

stepchild, parent, stepparent, **grandparent**, grandchild or child of a common law spouse.

- Employees will not be assigned another Temporary Headquarters assignment working ten (10) hour days until all other qualified Employees in their Area take their turn.

If a paid holiday falls within the forty (40) hour workweek, the paid holiday shall be considered as the same number of hours as the assigned alternate hours for that week. If a paid holiday falls outside the forty (40) hour workweek when Employees are working ten (10) hour days, the Employee will receive an additional eight (8) hours pay at straight time rates.

Approved leaves other than vacation, shall be recorded as the number of hours scheduled on the day for which leave was approved. Vacation days shall be recorded as one (1) workday.

#### **14.07 – PER DIEM MEAL ALLOWANCE & ACCOMMODATIONS**

When an Employee is required to reside away from their normal residence, the Company shall pay for accommodations. Single accommodations will be provided if available. In addition, the Employee shall be paid a Per Diem Meal Allowance on either a daily or weekly basis as per the table below.

A weekly rate shall only apply when an Employee works four (4) **consecutive** ten (10) hour days (Monday through Friday) and resides away from their normal residence. When an Employee receives the weekly rate and is required to reside away from their normal residence for an additional night, the Employee will be paid the daily rate for each additional night they reside away from home.

In the case where an Employee is billeted for a part day, the Employee shall be paid for the incidentals portion of the Per Diem Meal Allowance and in accordance with the rates below, for meals specific to the part day.

Per Diem Allowance	Date of Signing
Breakfast	<b>\$11.00</b>
Lunch	<b>15.00</b>
Dinner	<b>17.50</b>
Incidentals	<b>12.50</b>
Total Per Diem DAILY	<b>\$56.00</b>
Total Per Diem WEEKLY	<b>\$280.00</b>

When opting for accommodations and per diem meal allowances as per above, Employees shall travel on their own time up to fifteen (15) minutes at the beginning and end of their workday between temporary headquarters and accommodations. Any additional travel time shall be part of their normal workday.

#### **14.08 – TRAVEL ALLOWANCE**

An Employee required to reside away from their normal residence may elect to receive a Travel Allowance in lieu of **single** accommodations, per diems, telephone usage and all other expenses.

**The Travel Allowance is one of the following;**

- 1. \$120.00 Daily Rate. If an Employee is receiving the daily rate, the Employee shall receive \$120.00 for each night and the appropriate Per Diem Meal Allowance for the day that the Employee returns to Normal Headquarters.**
- 2. \$600.00 Weekly Rate. This rate shall only apply when an Employee works four (4) consecutive ten (10) hour days.**

When an Employee receives the weekly rate and is required to reside away from their normal residence for an additional night between the end and commencement of the workweek, the Employee will be paid the daily rate for each additional night they reside away from home.

Employees shall travel between their accommodations and Temporary Headquarters on their own time.

**Travel Allowance** is not available to Employees who have elected the **Commuting Allowance** outlined in Clause 14.09.

#### **14.09 – COMMUTING OPTION (TEMPORARY HEADQUARTERS)**

Employees using the Commuting Allowance shall do so for a minimum of a one (1) week period or for the duration of the project whichever is shorter. **Commuting Allowance** shall be available under the following **two (2) conditions:**

1. Employees who are required to work from a Temporary Headquarters and reside away from normal residence, may elect to receive in lieu of Per Diem Meal Allowance and accommodations *or* Travel Allowance, a Commuting Allowance for each day worked.
2. When employees are required to work from a Temporary Headquarters where they are not required to reside away from normal residence and are required to report directly to the Temporary Headquarters at the designated starting time, a Commuting Allowance will apply. The



**Commuting Allowance shall be paid on a weekly basis for Employees working four (4) ten (10) hour days and on a daily rate for Employees working eight (8) hour days. When an Employee has worked four (4) ten hour days and is required to work an additional ten (10) hour day they will be paid one-quarter (1/4) of the weekly rate.**

**The Company will not require the Employee to exceed the following one way travel times or travel distances between Temporary Headquarters and Normal Headquarters:**

**Alternate Hours (10 hour days): forty-five (45) minutes travel time each way or seventy-five (75) kilometers each way, whichever is less.**

**Normal Hours (8 hour days): One (1) hour travel time each way or one hundred (100) kilometers each way, whichever is less. For the purpose of this clause, Carbonear-St. John's shall be considered within this zone.**

**Employees shall:**

1. Report to the Temporary Headquarters for work from the appointed starting time to the closing time.
2. Travel between their normal residence and the Temporary Headquarters on their own time and at their own expense.
3. Provide their own noonday or mid-shift meal.

If any Employee does not report for work at the Temporary Headquarters, the Employee shall not be eligible for the Commuting Allowance for that day.

The Company reserves the right, at its discretion, to temporarily suspend commuting when road, weather or other conditions make commuting impractical.

Commuting Allowance shall be based on the one-way distance between Normal Headquarters and Temporary Headquarters and the daily/weekly rate shall be paid on the following scale:

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## **Commuting Allowance**

### **Date of Signing**

<i>Distance</i>	<b>8 Hour Days</b>	<b>4 * 10 Hour Days</b>
	<b>Daily</b>	<b>Weekly</b>
<b>0-40 km</b>	<b>\$39.00</b>	<b>\$280.00</b>
<b>41-80 km</b>	<b>\$55.00</b>	<b>\$410.00</b>
<b>&gt; 81 km</b>	<b>\$61.00</b>	<b>\$460.00</b>

Notwithstanding the provisions available in 14.09 in cases where commuting will result in immediate and severe hardship for the employee, they may request, and the Company shall provide transportation to and from the temporary headquarters. The mode of transportation will be at the Company's discretion. Car pooling may be required and travel time is not included in the work day. A reduced Commuting Allowance shall apply in this case. The reduced Commuting Allowance shall be thirty-five percent (35%) of the normal Commuting Allowance. All Employees comprising a crew shall follow the same travel arrangements.

Employees working from Topsail Road, Kenmount Road or Duffy Place temporarily assigned to either of these locations to meet staffing and/or training requirements and perform their normal duties will not be entitled to the Commuting Allowance. These employees shall report to their reassigned headquarters at their normal starting time.

## ***14.10 – TRAVEL***

### **Commencement and End of Project**

When an Employee is required to travel from their Normal Headquarters to work for a period of time from a Temporary Headquarters, the Employee shall be paid in accordance with this Agreement for the time involved in traveling between the Normal Headquarters and Temporary Headquarters at the commencement and end of the project.

Where transportation to or from the temporary headquarters is by public conveyance, the Employee shall be paid a maximum of eight (8) hours straight time pay for any twenty-four (24) hour period.

### **Weekend Travel to and From Normal Headquarters**

The Company shall pay reasonable travel expenses for an Employee for a return trip from their Temporary Headquarters to their Normal Headquarters every weekend. The Employee shall travel from the Temporary Headquarters to Normal Headquarters at the beginning and end of the workweek by either Company vehicle or **other mode of transportation** paid for by the Company, the mode of transportation to be at the supervisor's discretion. **Car pooling may be required.**

Employees traveling from Temporary Headquarters to their Normal Headquarters on weekends shall be paid for all travel at straight time rates. Employees may be required to travel outside their normal workday to a maximum of two (2) hours each way. The time in excess of two (2) hours shall be part of their normal workday in accordance with the following table.

<i>From (km)</i>	<i>To (km)</i>	<i>Time each way</i>
<i>0</i>	<i>50</i>	<i>0.5 hrs</i>
<i>51</i>	<i>100</i>	<i>1.0 hrs</i>
<i>101</i>	<i>150</i>	<i>1.5 hrs</i>
<i>151</i>	<i>200</i>	<i>2.0 hrs</i>
<i>201</i>	<i>250</i>	<i>2.5 hrs</i>
<i>251</i>	<i>300</i>	<i>3.0 hrs</i>
<i>301</i>	<i>350</i>	<i>3.5 hrs</i>
<i>351</i>	<i>400</i>	<i>4.0 hrs</i>
<i>401</i>	<i>450</i>	<i>4.5 hrs</i>
<i>451</i>	<i>500</i>	<i>5.0 hrs</i>
<i>501</i>	<i>550</i>	<i>5.5 hrs</i>
<i>551</i>	<i>600</i>	<i>6.0 hrs</i>

Where travel from Temporary Headquarters to Normal Headquarters on weekends is by air, Employees shall be paid at straight time rates for the time between the end of their normal workday and their arrival home.

### **14.11 – SPECIAL PROJECTS**

The Company may designate a special project from time to time as required by the unique nature and geography of the Company's operations.

Both the Union and Company agree that alternate arrangements may be required for such special projects which have not been expressly provided for under the collective agreement.

The Company will consult with the Union regarding hours of work, accommodations, notice and travel time when designating a special project. Unless mutually agreed between the Company, the Union and the Regular Employees involved, the provisions of this agreement will not be modified or altered.

#### **14.12 – EMERGENCY SITUATIONS**

In emergency situations where an Employee is required to reside away from home, the Company may suspend all rights and privileges under Clause 14.08 and 14.09 and will provide accommodations and pay the Employees a Per Diem Meal Allowance in accordance with Clause 14.07. Single accommodations will be provided where available.

**For humanitarian missions, Article 14 of the Collective Agreement will not apply.**

### **ARTICLE 15 – PAID HOLIDAYS**

#### **15.01 – PAID HOLIDAYS**

Subject to Clause 15.02, the following are paid holidays under this Agreement:

<i>New Year's Day</i>	<i>Regatta Day</i>	<i>Good Friday</i>
<i>Labour Day</i>	<i>Victoria Day</i>	<i>Thanksgiving Day</i>
<i>Discovery Day</i>	<i>Remembrance Day</i>	<i>Dominion Day</i>
<i>Christmas Day</i>	<i>July 12<sup>th</sup></i>	<i>Boxing Day</i>
<i>Christmas Eve</i>		

One (1) additional holiday per calendar year for Regular Employees. Temporary Employees who have work periods totaling one hundred thirty (130) working days and are hired in excess of sixty-five (65) working days for the existing calendar year shall be entitled to one (1) additional holiday in that calendar year. Scheduling of this holiday to be mutually agreed upon by the Company and the Employee, if not taken, then forfeited.

For those areas outside St. John's where Regatta Day is not celebrated, the first Monday in August shall be observed as the paid holiday.

In order to qualify for each of the above paid holidays an Employee must have worked or have been on approved leave on the working days immediately preceding

and succeeding the day designated as a paid holiday. **Temporary Employees who work the full day before or after the paid holiday shall receive a full day's pay for the holiday.** Temporary Employees who have made themselves unavailable on the working day immediately preceding or succeeding the day designated as a paid holiday shall not be considered to be on approved leave.

### **15.02 – OBSERVED DAY**

When a holiday listed in Clause 15.01 falls on a Saturday or a Sunday, the working day immediately preceding or following the holiday shall be observed as the paid holiday except as provided in Clause 15.03.

### **15.03 – SHIFT EMPLOYEES**

Paid holidays for shift Employees shall be the calendar date for Christmas Day, Boxing Day, and New Year's Day, and shall be the observed day for all other paid holidays.

When a paid holiday falls on an Employee's assigned day of rest, the employee shall be paid eight (8) hours at the regular rate. Relief Shift Employees who are not required for work on a paid holiday will be given the day off.

## **ARTICLE 16 – VACATIONS**

Notwithstanding the following, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all of the rights and privileges granted to Regular Employees under Article 16 of this Agreement.

### **16.01 – VACATION YEAR**

The vacation year shall be from January 1 to December 31 of each year.

For the purpose of this agreement vacation shall be deemed to commence at 00:00 hours of the first regular working day and end at 24:00 hours of the last regular working day of the vacation period. Vacation credits shall be utilized only for regular working days falling within the vacation period.

### **16.02 – VACATION CREDITS**

All Regular Employees shall be entitled to vacation credits based on the regular working days in the **current** calendar year as follows: Vacation credit = Regular workdays in the **current** calendar year divided by vacation rate.

Service to be completed in the Vacation Year	Maximum Vacation Rate	Vacation Credits
<b>less than 10 years</b>	<b>17.33</b>	<b>15 days</b>
10 years, but less than 15 years	13.00	20 days
15 years, but less than 20 years	12.38	21 days
20 years, but less than 25 years	10.40	25 days
<b>25 years or more</b>	<b>8.67</b>	<b>30 days</b>

For purposes of calculating vacation credits, all approved leave with pay and maternity leave up to twenty seven (27) weeks shall be considered as regular working days actually worked.

Where total accumulated credits amount to a part day, they will be rounded up to the nearest half-day.

A Regular Employee who elects to take vacation off season during January 1 to April 30 and

- **utilizes a minimum of 10 days vacation during the off season shall be granted a vacation premium of two (2) additional days, to be taken within the off season vacation period in the current year or**
- **utilizes a minimum of 15 days vacation during the off season shall be granted a vacation premium of three (3) additional days, to be taken within the off season vacation period in the current year.**

**The Regular Employee may elect to payout these additional days in lieu of taking them as vacation.**

**Employees returning to work from Long Term Disability or Worker's Compensation will have vacation credits prorated to correspond with the portion of the year remaining. Employees who are returning to work on an ease back basis will use a vacation credit for each calendar day of vacation.**

### **16.03 – UTILIZATION OF VACATION CREDITS**

Vacation credits shall normally be utilized in the vacation year and shall be subject to the following conditions:

- (a) The dates of all vacations are subject to a request by the Regular Employee and approval of the supervisor.
- (b) Vacation pay will not be paid for vacation not taken except where outlined in (d) or where the Regular Employee is prevented by the Company from taking in excess of two weeks vacation in the current vacation year.
- (c) Upon request by the Regular Employee and approval in writing by the Department Manager, an Employee may carry over a maximum of fifteen (15) vacation credits to the next vacation year. Vacation credits carried over must be used in the next vacation year or be forfeited, but may not be used to extend normal vacation periods scheduled between June 1<sup>st</sup> and September 30<sup>th</sup>.
- (d) A Regular Employee may, upon request to their supervisor, receive pay for unutilized vacation subject to the following conditions:
  - i. A minimum of fifteen vacation credits must be utilized in the calendar year in which the request will apply.
  - ii. Any payment request must be for not less than **two (2)** vacation credits.
  - iii. Not greater than a total of **eighteen (18)** vacation credits can be requested for payment in any calendar year. There is no limit on receiving pay for unutilized vacation from previous years.
  - iv. Any vacation credits not utilized in (i) will be forfeited.

Such requests shall be forwarded to Human Resources. The Company reserves the right to suspend payment for unutilized vacation subject to 3 month's notice.

- (e) Except as provided above or otherwise approved by the Company due to special and/or unique circumstances, outstanding vacation credits at the end of the vacation year shall be forfeited.

### **16.04 – SCHEDULING OF VACATIONS**

The dates of all vacations are subject to a request by the Regular Employee and to approval of the appropriate official of the Company that shall not be unreasonably withheld.

By not later than March 31<sup>st</sup> of each year all Regular Employees must notify their Department Head, in writing, of the preferred period for their full vacation entitlement. Within twenty (20) working days of this date the Department Head will

prepare a vacation schedule indicating the vacation period for each Regular Employee in their department.

Vacation preference will be awarded based on service seniority within each Regular Employee classification within the department as follows: For the first year the senior Regular Employee in each department will receive first choice of vacation period, the second senior Regular Employee will receive second choice, the third senior Regular Employee will receive third choice and so on. In the second year the senior Regular Employee will move to the bottom of the list and the second senior Regular Employee will receive first choice, the third senior Regular Employee will receive second choice and the fourth senior Regular Employee will receive third choice. Vacation preference will continue to rotate in this manner.

A Regular Employee who does not advise their Department Head of their preferred vacation period before March 31<sup>st</sup> will forfeit their right of preference. However, this shall not preclude Regular Employees from exchanging vacation periods where mutually agreed between themselves and the Company. Other changes shall be granted at the Company's discretion.

#### ***16.05 – PAID HOLIDAY DURING VACATION***

When a paid holiday occurs during a Regular Employee's vacation period, they shall receive an additional day's vacation in lieu of the holiday; or, if they so request at the time they submit their vacation schedule, they shall be given an additional day's pay in lieu of the holiday.

#### ***16.06 – CALL-BACK FROM VACATIONS***

If a Regular Employee is called back from their vacation to work during or outside their normal work hours, that Employee shall be entitled to receive:

- (a) For the first five (5) days of previously scheduled vacation, the applicable overtime rate of pay and re-scheduling of those five (5) days' vacation at a time mutually agreeable to the Employee and their supervisor; and
- (b) For all days of previously scheduled vacation actually worked subsequent to the first five (5) days of scheduled vacation the choice of either:
  - i) Pay at the applicable overtime rate; or
  - ii) Rescheduling of the vacation days missed at a time mutually agreeable to the Employee and their Supervisor.

In accordance with (a) and (b) (ii) above, rescheduled vacation time shall be equivalent to a normal workday for the employee.



### **16.07 – TEMPORARY EMPLOYEES**

Temporary Employees will earn vacation credits in accordance with the schedule specified in Clause 16.02 and based upon their total accumulated service, excepting that time worked prior to an interruption in employment of thirty-six (36) or more continuous months shall not be included in the accumulated service of the Temporary Employee. Vacation credits will be paid on a current year basis and will be included in the pay cheque for each pay period.

### **16.08 – VACATION PAY ON TERMINATION**

A Regular Employee whose employment is terminated shall be paid any unused vacation credits accumulated to the date of termination. If an Employee is laid off more than 13 weeks in a twenty (20) week consecutive period, the Company will pay to the employee all outstanding vacation.

### **16.09 – TRANSFER VACATION TO SICK LEAVE**

If an Employee is

- admitted to hospital for medical services, or
- incapacitated due to day surgery, **and under a physician's care with instructions to remain at home for recovery for three (3) or more days during vacation, or**
- **injured or ill and is under a physician's care with instructions to remain at home for recovery for three (3) or more days during their vacation, or**
- **injured or ill immediately prior to starting their vacation of three (3) or more consecutive days,**

**the Employee shall advise their supervisor of the above situation upon its occurrence and provide medical documentation to support the above. Upon receipt of the documentation, the Company shall review the Employee's request to have their vacation time transferred to sick leave from the date of its occurrence.**

**The rescheduled vacation credits that are transferred to sick leave will be taken at a time that is mutually agreed upon by the Employee and the Company.**

### **16.10 – BEREAVEMENT LEAVE DURING VACATION**

Only where a Regular Employee's spouse, common-law spouse, brother, sister, parent, grandparent, brother-in-law, sister-in-law, parent-in-law, step-parent, child, step-child or common-law spouse's child dies during the Regular Employee's

scheduled vacation shall the Regular Employee be entitled to bereavement leave under Clause 20.01 in lieu of scheduled vacation.

Scheduled vacation so replaced by bereavement leave shall be rescheduled to a time suitable to both the Regular Employee and the Company.

## **ARTICLE 17 – INSURANCE AND BENEFIT PLANS**

### ***17.01 – INSURANCE BENEFITS FOR REGULAR EMPLOYEES***

During the life of this agreement, the Company agrees to **provide** to eligible Regular employees, **a comparable benefit plan as the one currently in place. This plan will consist of Life insurance, Dependent life insurance, Accidental Death and Dismemberment, Medical, Travel and Hospital Benefits, and Long Term Disability.**

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all of the rights and privileges granted to Regular Employees under this Clause. Apprentices shall, after the completion of three months' continuous employment with the Company be entitled to those rights and privileges granted to Regular Employees as outlined above.

### ***17.02 – INSURANCE BENEFITS FOR TEMPORARY EMPLOYEES***

During the life of this agreement, the Company agrees to continue to **provide** to eligible Temporary Employees **a comparable benefit plan as the one currently in place. This plan will consist of Life insurance, Dependent Life Insurance, Accidental Death and Dismemberment, Medical, Travel and Hospital Benefits, and Long Term Disability.**

### ***17.03 – COST OF POLICIES***

The cost of the above policies shall be shared on a 50/50 basis between the Employee and the Company. The Employee's share of the cost shall be applied to cover the Long Term Disability Income Continuance premium with the remainder, if any, applied to the other components of the Plan.

### ***17.04 – INTERIM INSURANCE FOR NEW EMPLOYEES***

During the life of this Agreement **the Company, through its insurance carrier, will provide interim Accidental Death and Dismemberment coverage on an occupational basis only for each new Employee until the Employee is eligible for insurance coverage. The amount of coverage will be \$50,000.**

## **17.05 – PENSION BENEFITS AND GROUP RRSP**

### **Pension:**

Regular Employees hired prior to May 4, 2004 shall be entitled to pension benefits in accordance with the terms of the Newfoundland Power Inc. Retirement Income Plan. Regular Employees hired after May 4, 2004 are not eligible for membership in this plan.

The Company agrees that one Regular Employee from this Bargaining Unit, selected by the Union, will be a member of the Pension Review Board. The Committee will meet annually no later than April 30<sup>th</sup> except where otherwise agreed.

**On a quarterly basis, the Business Manager of IBEW 1620 and the Vice President of Newfoundland Power responsible for pensions shall meet and discuss the performance of the Company pension plans.**

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all of the rights and privileges granted to Regular Employees under the Pension Benefits. Apprentices shall, after the completion of three months' continuous employment with the Company be entitled to those rights and privileges granted to Regular Employees as outlined above.

### **Group RRSP:**

The Group RRSP will be cost shared by the Company and the Regular Employee on a 50/50 basis. The required contribution for each Regular Employee is one and one half percent (1.5%) of the annual straight time earnings. The Employer contribution shall be an amount equal to the contribution of each Regular Employee to a maximum of one and one half percent (1.5%) of the Regular Employee's straight time earnings.

The Company agrees that one Regular Employee from this Bargaining Unit, selected by the Union, will be a member of the Group RRSP Committee. The Committee will meet at least annually to discuss fund performance, investment options, member education and general administration.

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all of the rights and privileges granted to Regular Employees under the Group RRSP. Apprentices shall, after the completion of three months'

continuous employment with the Company be entitled to those rights and privileges granted to Regular Employees as outlined above.

### **17.06 – SEVERANCE PAY**

The Company will endeavour to provide alternate employment of comparable duties and salary to a Regular Employee whose classification or position has become redundant due to technological or organizational change. This shall also apply to any Regular Employee who has been on Long Term Disability and is declared medically fit to re-enter the work force but is medically unfit to resume their regular classification duties. However, if an alternate full time position cannot be provided the Regular Employee shall not be terminated while there are Temporary Employees in the area performing duties for which the Regular Employee is qualified to perform. Instead one of these temporary positions or a series of positions will be made available to the Regular Employee so that Regular Employee can be gainfully employed. To fill a position the Regular Employee will be assessed on knowledge of the Company, work experience, education and capability to perform the job with reasonable in-house training and coaching. If this option is not available or not availed of, and providing the Regular Employee has ten (10) or more years of service, including time on Long Term Disability, the employee will be entitled to severance pay equal to the amount obtained upon multiplying the number of completed years of continuous employment by two (2) times their basic weekly pay in effect on the date last worked. The Company will also pay a one (1) time lump sum transitional assistance of ten thousand (\$10,000.00) dollars. The combination of the severance and transitional pay shall not exceed sixty thousand dollars (\$60,000.00).

This clause shall not apply to a Regular Employee who terminates their employment voluntarily, is discharged for cause, retires, is granted leave of absence, or upon death.

### **17.07 – RETIREMENT ALLOWANCE**

Upon retirement a Regular Employee with ten (10) years or more of service who qualifies for and receives Company pension will be entitled to Retirement Allowance equal to the amount obtained upon multiplying the number of completed years of continuous employment with the Company by the greater of their basic weekly pay in their last position or their best basic weekly pay, if they worked in that classification for a period of not less than two (2) years to a maximum of **twenty-three (23) weeks, and as of January 1, 2011 a maximum of twenty-four (24) weeks**. This clause shall not apply to a Regular Employee who terminates their employment voluntarily, is discharged for cause, is terminated due to job redundancy, is granted leave of absence, or upon death.

### **17.08 – ENHANCED EARLY RETIREMENT PROGRAM**

It is agreed and accepted by the Company and the Union that the Company will consult with the Union prior to the announcement of an Enhanced Early Retirement Program that offers additional benefits above those entitlements outlined in the Newfoundland Power Retirement Income Plan. Sufficient time for consultation will be provided in advance of any announcement. Consultation shall include discussion with the Business Agent on the enhancements to the terms and conditions of normal retirement. There will also be consultation on the communication plan for employees. For reasons such as Board of Directors' approval, the Business Agent shall be bound to keep all information on this matter strictly confidential until the time of any enhanced early retirement program announcement.

The Company further agrees, exclusive of the above agreement on enhanced early retirement programs, that existing benefits under the Plan will not be reduced and that substantive changes to eligibility and benefit provisions of the Plan, including the type of Plan, will not be implemented without negotiation and subsequent agreement of the Union. For the purposes of this clause, changes to the Plan would include, but not limited to, moving from a defined benefit plan to a Group RSP or defined contribution plan.

### **17.09 – REGISTERED RETIREMENT SAVINGS PLAN**

All Regular Employees hired (effective **May 4, 2004**) shall participate in a retirement savings plan as a means of providing for retirement. The Company shall contribute 5.75% of a Regular Employee's base salary to a registered retirement savings plan. The Regular Employee shall be required to match the Company's contribution.

Notwithstanding the above, all Temporary Employees, except those employed as a student shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all the rights and privileges granted to Regular Employees under this clause. Apprentices shall, after the completion of three months' continuous employment with the Company be entitled to those rights and privileges granted to Regular Employees as outlined above.

## **ARTICLE 18 – SICK LEAVE**

### **18.01 – SICK LEAVE – REGULAR EMPLOYEES**

Regular Employees who have completed one month's service shall be eligible to receive short term sick leave benefits, **as noted below**, for those periods during which they are physically unable to work as a result of non-occupational sickness or injury in accordance with the Company's salary continuance plan (which plan is

hereby incorporated as part and parcel of this Agreement), covering short term and long term disabilities, a copy of which plan is held by each Regular Employee.

### **Regular Employees**

#### **Length of Service**

#### **Benefits (weeks\* per year)**

<b>Less than 1 month</b>	<b>Nil</b>
<b>1 month but less than 3 months</b>	<b>100% of income for 1 week</b>
<b>3 months but less than 1 year</b>	<b>100% of income for 2 weeks</b> <b>66 2/3% of income for 13 weeks</b>
<b>1 year but less than 3 years</b>	<b>100% of income for 4 weeks</b> <b>66 2/3% of income for 11 weeks</b>
<b>3 years but less than 5 years</b>	<b>100% of income for 6 weeks</b> <b>66 2/3% of income for 9 weeks</b>
<b>5 years but less than 7 years</b>	<b>100% of income for 8 weeks</b> <b>66 2/3% of income for 7 weeks</b>
<b>7 years but less than nine 9 years</b>	<b>100% of income for 10 weeks</b> <b>66 2/3% of income for 5 weeks</b>
<b>9 years but less than 10 years</b>	<b>100% of income for 12 weeks</b> <b>66 2/3% of income for 3 weeks</b>
<b>10 years and over</b>	<b>100% of income for 15 weeks</b>

Short-term sick leave benefits will not be paid for any period during which the Employee is eligible to receive payments under the Long Term Disability Insurance Plan.

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all of the rights and privileges granted to Regular Employees under this Clause. Apprentices shall, after the completion of three months' continuous employment with the Company be entitled to those rights and privileges granted to Regular Employees as outlined above.

### **18.02 – SICK LEAVE – TEMPORARY EMPLOYEES**

Temporary Employees who have completed at least sixty (60) days of employment and who have not reached the age of sixty-five (65) shall be eligible to receive short term sick leave benefits for those periods during which they are physically unable to work as a result of non-occupational sickness or injury; such sick leave benefits shall be based on the total service accumulated by the Temporary Employee, as follows:

<u>Accumulated Service</u>	<u>Sick Leave Benefits</u>
Less than sixty (60) days	Nil
Sixty (60) days but less than Twelve (12) months	75% of normal straight time pay up to a maximum period of two (2) weeks in the calendar year.
Twelve (12) months and over	100% of normal straight time pay for two (2) weeks for each twelve (12) month period of accumulated service to a maximum of fifteen (15) weeks in a calendar year.

### **18.03 – REPORTING SICK AND MEDICAL CERTIFICATES**

To qualify for sick leave benefits, an Employee shall report **directly or via telephone message** to their immediate supervisor, or other persons designated by the Company, that **they are sick, prior to the start of a shift**, stating the expected duration of the illness if known.

If the duration is unknown at the time of the initial call, the Employee shall call daily until the duration can be determined.

**An Employee will be required to procure a “Medical Certificate” following five (5) days of continuous sick leave. The Company may, for reason only, request an Employee procure a “Medical Certificate” stating that they are fit to perform their duties. Medical Certificates may be signed by a physician, chiropractor, physiotherapist or medical specialist.**

**When the Company requests a medical certificate, it shall be done during normal working hours at Company expense and without loss of pay or sick time to the Employee.**

#### **18.04 – MEDICAL ASSESSMENT**

The Company may request **in writing** that the Employee visit or communicate with a Medical Practitioner of the Company's choice to **obtain a medical assessment in order to** verify the Employee's Medical Certificate.

If a conflict of opinion exists between the two Medical Practitioners, the opinion of a third Medical Practitioner mutually agreed to between the Company and the Employee will be final.

When the Company requests a medical **assessment**, it will be done during normal working hours at Company expense and without loss of pay or sick time to the Employee.

#### **18.05 – MEDICAL AND DENTAL APPOINTMENTS**

Employees shall make every effort to schedule medical and dental appointments outside working hours. Where this is not possible, appointments should be made so as to minimize absence from work and the employee must notify their supervisor of such appointments at least twenty-four (24) hours in advance where possible. The Company may request documented proof of such appointments.

### **ARTICLE 19 – PERSONAL EQUIPMENT**

#### **19.01 – GENERAL**

Each Employee shall provide such clothing, tools, and equipment as are necessary to perform the work associated with their job classification. The Company shall supply such tools, equipment, and protective clothing that it deems to be of a specialized or extraordinary nature and further agrees to continue to supply such tools, equipment, and protective clothing as it supplied prior to this Agreement.

Notwithstanding the above, tools for maintenancepersons and apprentice maintenancepersons will be supplied and paid by the Company. Also, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all of the rights and privileges granted to Regular Employees under Article 19 of this Agreement. Apprentices shall, after the completion of three months' continuous employment with the Company be entitled to those rights and privileges granted to Regular Employees as outlined above.



### **19.02 – CLOTHING ALLOWANCE**

A combined allowance of **four hundred and forty (\$440.00)** dollars for rainwear, safety footwear and coveralls shall be issued by the Company to Regular Employees by January 31<sup>st</sup> each year. **Power Line Technicians and Power Line Technicians Lead Hand in the Districts** who are required to read meters as a part of their normal duties shall receive an additional two hundred (\$200.00) a year.

The rainwear, safety footwear and coveralls purchased by the Regular Employee shall be of a type approved by the Company. Employees may purchase shop coats in lieu of coveralls.

Temporary Employees who have completed their initial one hundred and thirty (130) working days accumulated service will be reimbursed to a maximum of **four hundred and forty dollars (\$440.00)** upon submission of receipts.

### **19.03 – COVERALLS – MECHANICS**

Regular Employees who are permanently classified as Mechanic, Mechanic - Lead Hand, Distribution Maintenance, Distribution Maintenance – Lead Hand (effective Jan 31, 2004) and Vehicle & Equipment Utilityperson will, in addition to Clause 19.02, receive a yearly allowance of four hundred dollars (\$400.00) as follows to offset expenses associated with coveralls.

### **19.04 – COVERALLS FOR DIRTY JOBS**

Notwithstanding the provisions of Clause 19.02 where any Employees are engaged in work of an extraordinarily dirty nature, the Company shall reimburse the Employee for Company approved coveralls upon submission of a receipt. Such work shall be limited to internal cleaning of air heaters or condensers, desludging or internal cleaning of oil storage tanks, hydraulic turbine pits, manholes, or any work involving the application of tar or creosote.

### **19.05 – UNIFORMS**

Regular Employees in the classification of Meter Reader and **Meter Technician** shall as a condition of employment wear uniforms during all working hours identifying them as Company employees. The uniform will be provided by the Company in accordance with the Uniform Allotment contained in Schedule C that forms part of this Agreement.

**Employees who are temporarily assigned to a position requiring a uniform will be provided a reasonable clothing allotment.**

## **ARTICLE 20 – LEAVES OF ABSENCE**

### **20.01 – *BEREAVEMENT LEAVE***

In the case of the death of a spouse, common-law spouse, child, step-child, parent, step-parent, grandchild or child of a common-law spouse, a Bereavement Leave of four (4) consecutive working days (five (5) consecutive calendar days for an Employee working twelve hour shifts) with no loss of pay, inclusive of the day of the funeral, shall be granted. In case of the death of a relative living in the household of the Employee, or a brother, sister, parent-in-law, brother-in-law, sister-in-law, grandparent a Bereavement Leave of three (3) consecutive working days, (three (3) consecutive calendar days for an Employee working twelve hour shifts) with no loss of pay, inclusive of the day of the funeral shall be granted. **At the discretion of the Company, additional days may be granted to cover extenuating circumstances associated with the bereavement.**

In addition to the three (3), four (4) and five (5) day periods above, additional time, up to one (1) day (one calendar day for Employees working twelve-hour shifts) after the date of the funeral, shall be granted if travelling is involved. A one (1) day (one shift for an Employee working twelve-hour shifts) leave of absence, with no loss of pay, will be granted for the regular workday on which an Employee attends the funeral of the Employee's aunt, uncle, niece and nephew and the Employee spouse's aunt, uncle, niece, nephew or grandparent.

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all of the rights and privileges granted to Regular Employees under this clause.

Notwithstanding the above, a Temporary Employee employed for a continuous period of at least thirty (30) days shall be granted three (3) days Bereavement Leave consisting of one (1) day paid leave and two (2) days unpaid leave. Bereavement Leave will be provided in the event of the death of the Temporary Employee's spouse, child, grandchild, mother, father, brother, sister, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law.

### **20.02 – *COURT DUTY***

An Employee subpoenaed as a witness in legal proceedings or summoned for jury duty shall be granted leave of absence without loss of pay or benefits for the period the Employee is required to be off work.

### **20.03 – UNION BUSINESS**

With reasonable notice, requests by the Union that an Employee be granted leave of absence without pay but with maintenance and accumulation of seniority rights for purposes of conducting Union business, may be granted by the Company for such periods of time (not to exceed three (3) months) as may in the opinion of the Company be considered reasonable and permissible under system operations.

**The Employee will not accrue vacation, sick or family responsibility leave credits. Upon return to full duties, employee leave entitlements will be prorated to correspond with the portion of the year remaining. In order to retain the Company's Insurance and Benefit Plans under Article 17, including Long Term Disability, the Employee will pay the premium in whole for the period of their absence. In order to continue to accrue pension benefits, the Employee must pay the pension premium in whole for the period of their absence.**

### **20.04 – UNION CONVENTIONS**

Employees elected or appointed by the Union to attend any district, provincial, national, international convention or Labour Institute shall be granted the necessary time off, without pay and without loss of rights established under this Agreement.

### **20.05 – BUSINESS MANAGER**

With reasonable notice, requests by the Union that a Regular Employee be granted leave of absence without pay but with accumulation of Bargaining Unit and Service seniority rights for purposes of acting as Business Manager or Assistant Business Manager for the Union may be granted by the Company.

Upon returning to the Company, within or after the leave period, if the vacated job classification has not been eliminated through lay-off, redundancy, technological or organizational change the Regular Employee shall return to their former job classification in their former area. The returning Regular Employee can displace an Employee with less Bargaining Unit seniority in their former job classification in their former area.

Upon returning to the Company, within or after the leave period, if no vacancy exists in the job classification that the Regular Employee left, they will be given preference for the first vacancy that occurs in that classification.

In the event that the position has become redundant, and/or the technology of the position has changed, the Employee shall be offered the first vacant position, within their former area, for which the Employee is qualified. The Regular Employee will be assessed on knowledge of the Company, work experience, education and capability to perform the job with reasonable in house training and coaching.

In order to retain the Company's Insurance and Benefit Plans under Article 17 **excluding Long Term Disability** and subject to Legislation the Regular Employee will pay the premium in whole for the period of their absence. **The Company will provide the Regular Employee an annual contribution of \$3,000.00 towards their cost of obtaining Long Term Disability.**

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all of the rights and privileges granted to Regular Employees under this Clause.

#### ***20.06 – LEAVE FOR OTHER PURPOSES***

An Employee desiring leave of absence without pay may be granted leave in so far as regular operations will permit, providing reasonable notice is given to the Company. Such leave of absence shall not exceed what, in the opinion of the Company, is a reasonable period of time and the conditions of such leave, when granted, shall be at the discretion of the Company.

Notwithstanding the provisions of the above, the Company may, in its sole discretion, grant such leave with pay, as it may deem fit and proper.

**The Employee will not accrue vacation, sick or family responsibility leave credits. Upon return to full duties, employee leave entitlements will be prorated to correspond with the portion of the year remaining. In order to retain the Company's Insurance and Benefit Plans under Article 17, excluding Long Term Disability, the Employee will pay the premium in whole for the period of their absence. In order to continue to accrue pension benefits, the Employee must pay the pension premium in whole for the period of their absence.**

#### ***20.07 – EMERGENCY LEAVE***

Special leaves of absence, with pay and with maintenance and accumulation of seniority rights, shall be granted at the discretion of the Company in cases of emergency.

An emergency shall be defined as an incident that arises without notice and requires immediate intervention by the employee to lessen any adverse affect.

#### ***20.08 – EDUCATION LEAVE***

Subject to staffing requirements and following five (5) years of employment, the Company may allow a Regular Employee a leave of absence without pay but with accrual of Service seniority, not to exceed ten (10) calendar months' duration, to

further their post secondary education. **The Employee will not accrue vacation, sick or family responsibility leave credits. Upon return to full duties, Employee leave entitlements will be prorated to correspond with the portion of the year remaining.** In order to retain the Company's Insurance and Benefit Plans under Article 17, **excluding Long Term Disability**, the Regular Employee will pay the premium in whole for the period of their absence. In order to accrue pension benefits the Regular Employee must pay the pension premium in whole for the period of their absence. It is also agreed that Bargaining Unit Seniority will accrue when an Employee is granted education leave under the provisions of this clause and pays their Union Dues in whole to the Union office for the period of their absence.

**An educational assistance grant of 10% of the Employee's current base salary will be provided to those Regular Employees whose post secondary education is directly linked to the business requirements of the Company. Where the Company offers an educational assistance grant, Long Term Disability will be available for a maximum period of 10 months if the Employee pays the premium in whole.**

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all the rights and privileges, except preference, granted to Regular Employees under this Clause.

## ***20.09 – FAMILY RESPONSIBILITY LEAVE***

The Company will grant a Regular Employee a maximum of three (3) days with pay per year to attend to the temporary care of a sick immediate family member; needs related to the birth of the Regular Employee's child, medical or dental appointments for immediate family members, meeting with school authorities or to deal with a sudden and unexpected problem with child care arrangements.

**Regular Employees shall carry over a maximum of three (3) unused family day credits from the current calendar year to the next calendar year.** When additional time is required it will be granted as leave without pay or by the utilization of vacation credit or banked overtime.

An immediate family member shall be defined as the Regular Employee's child, stepchild, spouse, mother or father, and any other relative living in the household of the Regular Employee.

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the

Company be entitled to all of the rights and privileges granted to Regular Employees under this Clause.

### **20.10 – PREGNANCY LEAVE**

An Employee with twenty (20) weeks of continuous service immediately prior to the expected birth date, on her written request supported by a medical certificate, is entitled to a Pregnancy Leave without pay for a period up to seventeen (17) weeks.

To qualify for pregnancy leave, an Employee must:

1. Notify her Department Manager in writing of the pregnancy 15 weeks before the anticipated date of delivery.
2. Give two (2) weeks written notice prior to the commencement of the leave.

Benefits, **including Long Term Disability**, will be continued while on pregnancy leave. The Employee will be required to pay her portion of the required premiums.

Any vacation with pay, which a Regular Employee is entitled to take in the current vacation year, may be taken immediately following the pregnancy leave.

The basic seventeen (17) week period of pregnancy leave for Regular Employees shall be considered as time worked for vacation credits and vacation accrual.

Pregnancy Leave, to maximum of seventeen (17) weeks in each instance, will be included in the length of service for the calculation of pension benefits provided the Regular Employee paid her portion of the pension contributions during the leave.

A pregnant Regular Employee who does not feel she can adequately perform all tasks in her present classification due to the pregnancy may elect, if available, to take alternate work with no loss of pay, or may take unpaid leave with no loss of seniority until the pregnancy leave provision commences. Pension and other benefits will be maintained similarly as for pregnancy leave.

The Company agrees to pay Regular Employees a Supplementary Unemployment Benefit Plan. Details of the plan are contained in Appendix **B**.

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all the rights and privileges granted to Regular Employees under this clause.

## **20.11 – PARENTAL LEAVE**

An Employee with twenty (20) weeks of continuous service and who is the parent of a child is entitled to a thirty-five (35) week leave of absence without pay following:

1. The birth of the child; or
2. The coming of the child into the care and custody of the parent for the first time.

The first ten (10) weeks of the Parental Leave for the Regular Employee are considered as time worked for vacation credits. The entire 35 weeks will be included in the length of service for the calculation of vacation accrual and pension benefits (provided the Regular Employee paid his/her portion of the pension contributions during the leave).

Benefits, **including Long Term Disability**, will be continued while on parental leave. The Employee will be required to pay his/her portion of the required premiums.

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all the rights and privileges granted to Regular Employees under this clause.

## **20.12 – ADOPTION LEAVE**

An Employee with twenty (20) weeks of continuous service and who is the parent of a child is entitled to a thirty-five (35) week leave of absence without pay following the coming of the child into the care and custody of the parent for the first time.

To qualify for adoption leave, an Employee must:

1. Notify their Department Manager in writing of the Employee's wishes to take adoption leave as far in advance as possible;
2. Give two (2) weeks written notice prior to the commencement of the leave.

Benefits, **including Long Term Disability**, will be continued while on adoption leave. The Employee will be required to pay their portion of the required premiums.

Any vacation with pay, which a Regular Employee is entitled to take in the current vacation year, may be taken immediately following the adoption leave.

The first twenty-seven (27) week period of adoption leave for Regular Employees shall be considered as time worked for vacation credits. The entire 35 weeks will be

included in the length of service for the calculation of vacation accrual and pension benefits (provided the Regular Employee paid his/her portion of the pension contributions during the leave).

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all the rights and privileges granted to Regular Employees under this clause.

The Company agrees to pay Regular Employees a Supplementary Unemployment Benefit Plan. Details of the Plan are contained in Appendix B.

## **ARTICLE 21 – SENIORITY**

### **21.01 – SENIORITY**

The Regular Employee's length of employment on a permanent basis, with the Company shall be known as Service Seniority and shall be as shown by the records of the Company.

The Regular Employee's length of employment on a permanent basis in a Classification Group shall be known as Classification Seniority and shall be shown by the records of the Company. Classification Groups are:

- Group (1)    Unattended Power Plant Operator  
                  Unattended Power Plant Operator - Lead Hand  
                  **Power Plant Maintenance (Electrical)**  
                  **Power Plant Maintenance (Electrical – Lead Hand)**  
                  **Power Plant Maintenance (Mechanical)**  
                  **Power Plant Maintenance (Mechanical – Lead Hand)**  
                  Power Plant Maintenance  
                  Power Plant Maintenance Lead Hand
- Group (2)    **Power Line Technician**  
                  **Power Line Technician – Lead Hand**  
                  Line Splicer
- Group (3)    Electrical Maintenance  
                  Electrical Maintenance - Lead Hand



- Group (4)    **Meter Technician**  
              **Meter Technician- Lead Hand**
  
- Group (5)    Patroller
  
- Group (6)    Junior Control Room Operator  
              Senior Control Room Operator
  
- Group (7)    Storekeeper  
              Storekeeper - Lead Hand
  
- Group (8)    Mechanical Maintenance  
              Mechanical Maintenance - Lead Hand
  
- Group (9)    Mechanic  
              Mechanic Lead Hand
  
- Group (10)   Distribution Maintenance  
              Distribution Maintenance Lead Hand

Other classifications listed in Schedule A, shall each form a respective Classification Group.

Regular Employees permanently transferred to another Classification Group shall maintain but not accrue Seniority in the Classification Group vacated.

Regular Employees on lay-off status shall maintain but shall not accrue any seniority.

Service Seniority shall accrue during time on short term sick leave, Worker's Compensation, long term disability, vacation, pregnancy leave, parental leave (effective 10 February 2000), education leave (effective 1 April 1999), adoption leave (effective **May 4, 2004**), approved leaves of absence with pay, and approved leaves of absence without pay provided the Regular Employee pays the premiums in whole to the Newfoundland Power Inc. Retirement Income Plan.

Classification Seniority shall accrue during time on short-term sick leave, Worker's Compensation (effective 18 November 1993), long term disability (effective April 1, 1999), vacation, pregnancy leave, parental leave (effective 10 February 2000), education leave (effective 1 April 1999), adoption leave (effective **May 4, 2004**) and approved leaves of absence with pay.

Service and Classification Seniority shall be maintained during time spent on any approved leave of absence without pay subject to Clause 21.04 - Loss of Seniority.

When a Temporary Employee commences employment with the Company on a permanent basis, the length of unbroken service with the Company accumulated immediately prior to the commencement of employment on a permanent basis shall be credited to their Service Seniority. Classification seniority will commence on the date the employee is hired permanently.

### ***21.02 – SELECTION OF REGULAR EMPLOYEES FOR PROMOTION, DEMOTION AND TRANSFER***

Selection of Regular Employees for promotion or transfer shall be based on ability, qualifications and Classification Seniority **as per Appendix E**.

For promotion or transfer, the Classification Seniority applicable is that which was accrued in the Classification Group of the posted vacant position.

Selection of Regular Employees for demotion resulting from layoff shall be based on Classification Seniority and shall be by area, district or location. It is understood that Regular Employees demoted due to layoffs for temporary work shortage shall be reinstated to their regular position as soon as one is required in the area, district or location.

### ***21.03 – SELECTION OF REGULAR EMPLOYEES FOR LAYOFF AND RECALL***

Selection of Regular Employees for layoff or recall shall be by area, district or location and shall be based on Classification Seniority. Service Seniority replaces Classification Seniority in circumstances where Classification Seniorities are equal.

Selection of Regular Employees for recall shall be by area, district or location and shall occur in the reverse layoff order.

The Company shall maintain a thirty-six (36) month recall roster and shall notify the Regular Employee of recall. The laid off Regular Employee is obligated to inform the Company of their current mailing address and telephone number.

It is understood a laid off Regular Employee who has obtained alternate employment with another company shall have the right of one refusal for recall without jeopardizing their recall rights.

### ***21.04 – LOSS OF SENIORITY***

Employees shall lose their Seniority rights if they are discharged for cause, or if they resign their position.

A Regular Employee shall lose all Classification Seniority if permanently transferred to a management position in excess of one (1) calendar year. The Regular Employee, permanently transferred to a management position, must remit the appropriate Union dues to the Union Office during the first twelve (12) months of the reassignment. Failure to do so will result in the loss of Classification Seniority effective the date the Employee comes into arrears.

### **21.05 – SENIORITY ROSTER – REGULAR EMPLOYEES**

The Company shall, not later than the thirty-first day of May in each year, prepare and post on its bulletin board, a roster showing the Service and Classification Seniority, of Regular Employees as at the thirty-first day of March of that year. The roster shall be open to protest until the thirtieth day of June next following and if a Regular Employee considers that an error has been made, they may protest through the regular Grievance Procedure and immediately upon resolution of the grievance appropriate action shall be taken and, if required, notice thereof shall be posted.

### **21.06 – REHIRING TEMPORARY EMPLOYEES**

Temporary Employees who have not reached the age of 65 shall be given preference in employment similar to that previously held in the same area and location when the Company is rehiring, subject to their having given satisfactory performance during initial work periods totaling one hundred thirty (130) working days. However, such preference shall not apply to Temporary Employees who have not worked with the Company during the previous thirty-six (36) month period.

A Regular Employee who previously worked for the Company and successfully completed their probationary period and after leaving the Company is later rehired as a Temporary Employee will automatically begin to accumulate time on the preference listing.

Temporary Employees will be laid off in reverse order of hire from the preference listing by classification within area and location.

Temporary Employees shall be removed from the preference listing for the following:

- (a) Discharged for just cause
- (b) Resigns their position
- (c) Fails to report for work after the termination of an approved leave of absence.
- (d) Laid off for a continuous period in excess of thirty-six (36) months

Temporary Employees who are removed from the Preference List as a result of Clause 21.06 (d) and are subsequently rehired shall immediately begin to accumulate

time on the Preference List, however time on the preference list will have been reset to zero days.

Temporary Employees shall maintain their position on the preference list while on vacation, Short Term Sick Leave, Long Term Disability, and Worker Health & Safety Compensation Commission benefits. Temporary Employees shall also maintain their position on the preference list while on Pregnancy Leave (effective November 12, 2002), Parental Leave (effective November 12, 2002) and Adoption Leave (effective date of signing).

#### ***21.07 – TEMPORARY ASSIGNMENT INTO MANAGERIAL POSITION***

Regular Employees, temporarily assigned to a managerial position, shall continue to accrue Classification Seniority for the position temporarily vacated **and Temporary Employees, temporarily assigned to a managerial position, shall maintain their position on the Preference list** provided that:

- 1) The period of temporary duties does not exceed one (1) year, and
- 2) Such Employees are returned to the Bargaining Unit for a period not less than one (1) month before they are assigned further duties in a managerial position.

In the event that a **Regular** Employee does not return from a temporary assignment as per 1) and 2) above, and remains in the temporary assignment, they shall forfeit their Bargaining Unit Seniority **or if a Temporary Employee does not return from a temporary assignment as per 1) and 2) above, their time on the Preference list will be reset to zero (0) days.**

#### ***21.08 – PERMANENT ASSIGNMENT INTO MANAGERIAL POSITION***

For the purpose of Clause 21.02, a Regular Employee who is permanently transferred to a management position shall have their Classification Seniority frozen for one (1) year as of the date they assume the new position, after which period they shall be dropped from the Seniority Roster. Should they return to the Bargaining Unit after this period, they will be reinstated on the Seniority Roster as a new Regular Employee. To protect their Classification Seniority, Employees must remit Union dues as per Clause 21.04.

#### ***21.09 – REGULAR EMPLOYEE TRANSFERRING INTO CLERICAL UNIT***

A Regular Employee from the Craft Bargaining Unit who permanently transfers into a position in the Clerical Bargaining Unit in accordance with Clause 22.02 - Job Posting of the Clerical Agreement, shall maintain seniority in the Craft Bargaining Unit and shall accrue seniority in the Clerical Bargaining Unit.

A Regular Employee from the Craft Bargaining Unit who temporarily transfers into a position in the Clerical Bargaining Unit shall accrue Seniority in the Craft Bargaining Unit.

## **ARTICLE 22 – VACANCIES AND NEW CLASSIFICATIONS**

### **22.01 – INTRODUCTION OF NEW CLASSES OF WORK**

Should it become necessary to introduce in any phase of this operation any new class of work within the scope of this Agreement, the job classification, its associated rate and working conditions shall be discussed with the Union prior to introduction.

### **22.02 – JOB POSTINGS**

**All regular full time positions covered by this Agreement that become vacant on a full time basis and are approved for full time replacement shall be posted with the exception of jobs filled:**

- **by a Regular Employee whose position has been made redundant for technological or organizational change or,**
- **by a Regular Employee who requires a medical accommodation.**
- **by a Regular Employee that is participating in the Volunteer Relocation Program. Should the position be filled by a Regular Employee that is participating in the Volunteer Relocation Program, the position that they are vacating may be appointed to an Apprentice.**

All postings shall be posted on the Company bulletin boards including those at a Temporary Headquarters or AWL. The standard job posting shall be posted for a duration of not less than ten (10) working days. The name of the successful candidate shall be posted within five (5) working days of appointment.

It is agreed that the standard job posting shall be written for each job classification. Each standard job posting shall include date issued, date closed, job description summary, region/department, location, qualifications and experience.

The Company shall revise the standard job postings from time to time, as it deems necessary and will forward copies to the Union. They shall then be used for job postings.

**Where the Company requires a temporary assignment whose duration is longer than six months, the job will be posted and awarded as per Clause 22.03, with the exception of any temporary position that is:**

- filled by a Regular Employee whose position has been made redundant for technological or organizational change, or
- filled by a Regular Employee who requires a medical accommodation.

In addition, an exception will be made for temporary assignments that have been historically rotated on a regular basis.

### **22.03 – JOB SELECTION**

When selecting a candidate for a new or vacant position posted in accordance with Clause 22.02 preference will be given to qualified Regular Employees already in the employ of the Company and in the Bargaining Unit. The name of the successful applicant shall be posted within five (5) working days of their appointment.

If the job posting is not filled as outlined above, then preference will be given to qualified Regular Employees of the Clerical Bargaining Unit, whose selection shall be based on satisfactory discharge of duties in current position, qualifications and service seniority.

### **22.04 – TEMPORARY WORK OUTSIDE EMPLOYEE'S CLASSIFICATION**

Where an Employee is required by the Company to temporarily perform work in a classification paying a lower rate the employee shall be paid at their regular rate.

Where an Employee is required by the Company to work in a classification paying a higher rate, the employee will be paid at the higher rate for all time actually worked in that classification. No loss of salary will result when an Employee from this Bargaining Unit transfers to a temporary position in the Clerical Bargaining Unit.

Temporary appointments to Lead Hand or **Power Line Technician Lead Hand** position shall be **based on classification seniority, ability, qualifications and satisfactory performance of duties in current position and from:**

- The particular crew when the vacated position was created by a Lead Hand or **Power Line Technician Lead Hand** being absent for **one (1)** week or less.
- The particular area in all other circumstances not covered by a) above, including the formation of new crews or a temporary assignment for any duration into a managerial position.

The provisions of this clause do not apply to apprentices working within their own trade.

### **22.05 – REQUEST FOR RECLASSIFICATION**

An Employee may, for personal reasons, request a transfer to a lower paying classification. The Company, at its sole discretion, may approve such requests.

## **22.06 – TRANSFER TO LOWER PAYING CLASSIFICATION**

Where a Regular Employee is required to transfer to a lower paying job classification because of either:

- (a) Technological or organizational change; or
- (b) Ill health or disability,

Then that Regular Employee's salary shall be continued at the higher paying classification until the job rate of the lower paying classification equals or exceeds the frozen job rate, when subsequent negotiated increases shall apply.

Notwithstanding the above, where a Regular Employee who has twenty-five (25) or more years of service is transferred to a lower paying classification as per (a) or (b) above, negotiated wage increases will apply.

## **22.07 – POWER PLANT MAINTENANCE**

It is agreed that the Power Plant Maintenance classification shall include all the duties and functions presently performed by the Unattended Power Plant Operator that includes any work available in conjunction with the hydro plants from headwaters to tailrace.

Incumbents in the Unattended Power Plant Operator classification shall continue their present duties and functions and shall be compensated at wage rates as outlined in Schedule B. If Employees need to be hired, which previously would have been hired as Unattended Power Plant Operators, they will be hired as Power Plant Maintenance and will perform the duties and functions of this classification and they will be compensated at the Power Plant Maintenance rate. The classification of Unattended Power Plant Operator shall be deleted when all incumbents have left that position.

## **22.08 – RELOCATION EXPENSES**

The Company shall reimburse Regular Employees for moving expenses related to a move necessitated by work commitments resulting from a job posting, a transfer, a redundancy, **or participation in the Voluntary Relocation Program. A Regular Employee participating in the Voluntary Relocation Program is eligible to be reimbursed for reasonable relocation expenses once every five years.** The reimbursement for relocation expenses shall be as per the guidelines posted on Newfoundland Power's Intranet web site, "Webster". A copy of these guidelines and any changes shall be sent to the Union office.

## **22.09 – CLASSIFICATION RE-EVALUATION**

**It is agreed that a Classification Review Committee be established including two union members in total representing both Craft and Clerical Bargaining Units**

appointed by the Business Manager. The mandate of this joint committee is to re-evaluate job classifications that have had significant changes to their job.

Where in the opinion of the Company or the Union, significant changes have occurred to an existing job classification since April 24, 2009, the Company or the Union may request a classification review. The process to be followed is:

- The applicant of the request (Union or Company) will submit a written request to Human Resources for re-evaluation of the classification. This request will contain any and all changes to the specific classification.
- Once the changes have been confirmed, the request will be forwarded to the Committee who will determine if the changes are significant enough to require a re-evaluation.
- If the changes are significant, the Company will submit a revised job description to the Committee for re-evaluation.

If this process results in an increased pay rate, it will be retroactive to the original request for re-classification. If the process results in a decreased pay rate, the existing pay will be frozen.

The results of this joint committee will be final and communicated to the Employees within the job classification.

## **ARTICLE 23 – NO DISCRIMINATION**

### **23.01 – No Discrimination**

As per Human Rights Legislation, neither the Company nor the Union shall discriminate against any Employee due to race, religion, religious creed, sex, marital status, sexual orientation, physical disability, mental disability, age, political opinion, colour, or ethnic, national or social origin.

Limitations, specifications, or preferences because of mental or physical disability shall be permitted only if based on a genuine occupation qualification and only after the Company has made all reasonable efforts to accommodate such disability.

No Employee shall be discriminated against due to membership in the Union or participation in a lawful activity for the Union.

### **23.02 – Personal and Sexual Harassment**

Both the Company and the Union consider harassment to be reprehensible and are committed to maintaining a work environment in which harassment, whether of a personal or sexual nature, does not exist. All individuals shall be treated with dignity and afforded the right to work in an atmosphere free of intimidation and abuse.



The Company and the Union agree to co-operate in the investigation of any personal or sexual harassment incident that involves an Employee of the Bargaining Unit.

All Employees are directed to the existing corporate policies related to personal or sexual harassment, a copy of which shall be available to every Employee.

## **ARTICLE 24 – GRIEVANCE**

### **24.01 – GRIEVANCE STEPS**

Any difference concerning the interpretation, application, or administration or alleged violation of the provisions of this Agreement shall be dealt with in the following manner:

- (1) The Employee concerned shall in the presence of the steward if it is desired, submit a grievance in writing to the immediate supervisor of the Employee concerned who shall reply within two (2) working days after the grievance was submitted.
- (2) Failing satisfactory settlement at step one, the Union's grievance representative shall submit the grievance to the Department Head who shall render a decision within four (4) working days after the receipt of the grievance.
- (3) Failing settlement at step two, the Union's grievance representative shall submit a grievance to the Manager of Human Resources who shall render a decision within five (5) working days after receipt of the grievance.
- (4) Failing satisfactory settlement at step three, the Union shall refer the grievance to arbitration. Notice to arbitrate must be filed with the Company within forty-five (45) working days of the occurrence of the dispute.
- (5) A group grievance shall be filed at step two and a Union or policy grievance at step three.

Where the grievor has made arrangements in advance the grievor, and witnesses, if required, will be granted time with no loss of pay to present the grievance in step one.

### **24.02 – GRIEVANCE – PROBATIONARY EMPLOYEES**

Probationary Employees working with the six month probationary period (**or 12 months for Employees in a formal apprenticeship program**) shall have the right to grieve any matter including termination for reasons other than unsuitability.

## **ARTICLE 25 – ARBITRATION**

### **25.01 – *ARBITRATION PROCEDURE***

Where a difference arises between the Company and an Employee or the Union arising out of the interpretation, application, administrations or alleged violation of the provisions of this agreement, including the question of whether a matter is subject to arbitration, the Company, or the Union after exhausting the grievance procedures, may by notice in writing, notify the other party of its desire to submit the difference to arbitration.

Within ten (10) working days of such notice, the parties shall agree on the appointment of a single independent arbitrator whose decision shall be final and binding on both parties. If the parties are unable to agree, the arbitrator shall be selected by draw from the list of arbitrators approved by the Newfoundland and Labrador Labour Management Cooperation Committee.

The arbitrator shall not have the power to amend, cancel, or add to the provisions of this Agreement. However, where an arbitrator determines that an Employee has been discharged or disciplined for cause, the arbitrator may review and modify the penalty imposed by the Company, and in the case of the discharge of an Employee, substitute such other penalty as seems just and reasonable in the circumstances. The arbitrator shall have the right to make monetary awards consistent with that which was lost by the grievor but such decisions shall not have retroactive effect prior to the date of the incident giving rise to the grievance.

The Parties shall pay equally the remuneration and expenses of the arbitrator.

## **ARTICLE 26 – DURATION AND RENEWAL OF CONTRACT**

### **26.01 – *EFFECTIVE PERIOD***

This Agreement shall become effective on the first day of October **2008** and shall remain in full force and effect until and including the thirtieth day of September **2011**.

### **26.02 – *SELF-RENEWING UNLESS TERMINATED***

After September 30, **2011**, this agreement shall automatically renew itself from year to year on the anniversary date unless notice of revision or termination is served by either Party within the period not more than 60 days and not less than 30 days immediately preceding September 30, 2008.

If such notice of revision or termination should be given by either Party and if a new Agreement has not been completed by the expiry date of the existing Agreement then

the terms of the Agreement that has expired shall remain in force until a new Agreement has been signed.

### **26.03 – CHANGE BY CONSENT**

The parties of this agreement may by consent in writing at any time while the Agreement is in force, vary, cancel, or substitute other provisions for any provision in the Agreement other than the provisions relating to the term of this Agreement.

## **ARTICLE 27 – ESSENTIAL EMPLOYEES**

### **27.01 – ESSENTIAL EMPLOYEE REQUIREMENTS**

In the event of a pending strike or work disruption and without an agreement on essential employees, the Union and Employees shall not participate in a strike or work disruption, and the Company shall not lock out Employees, until the Union and the Company have filed a joint written statement with the Board of Commissioners of Public Utilities of Newfoundland and Labrador (PUB) and/or the PUB has issued an order with respect to the essential employee requirements of the Company pursuant to the Electrical Power Control Act.

**NEWFOUNDLAND POWER INC.  
and  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL 1620**

In witness thereof the Parties have executed this Agreement on the **24th** day of **April 2009**, in the City of St. John's, Newfoundland.

**NEWFOUNDLAND POWER INC.**

Gerard Hayes  
Witness

Earl Ludlow  
President and Chief Executive Officer

Jocelyn Perry  
Vice President  
Finance & Chief Financial Officer

LOCAL NO. 1620  
INTERNATIONAL BROTHERHOOD  
OF  
ELECTRICAL WORKERS

Dianna Ryan  
Witness

Terry Rose  
Business Manager

Robert Slade  
President

## SCHEDULE "A"

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### CLASSIFICATION

Communications Technician III  
Distribution Maintenance  
Distribution Maintenance Lead Hand  
Driver Groundperson  
Electrical Maintenance  
Electrical Maintenance Helper  
Electrical Maintenance - Lead Hand  
Electrical Maintenance Apprentice  
**EMC Maintenance**  
Groundperson  
Inspector Climber  
Junior Control Room Operator  
Labourer  
Labourer - Blaster  
**Powerline Technician Lead Hand**  
Line Inspector I  
Line Inspector I - 1<sup>st</sup> Year  
Line Inspector II  
**Powerline Technician**  
**Powerline Technician Apprentice**  
Line Splicer  
Maintenance Assistant - Non-Journeyman  
Mechanic  
Mechanic - Lead Hand  
Mechanical Maintenance  
Mechanical Maintenance Helper  
Mechanical Maintenance - Lead Hand  
Meter Reader  
Meter Shop Shipping Clerk  
**Meter Technician**  
**Meter Technician Apprentice**  
**Meter Technician - Lead Hand**  
Patroller  
**Planner Electrical Maintenance**  
**Planner Generation**  
**Planner Transmission and Distribution**  
Power Plant Maintenance  
Power Plant Maintenance – Lead Hand  
**Power Plant Maintenance (Electrical)**

**Power Plant Maintenance (Electrical Lead Hand)**  
**Power Plant Maintenance (Mechanical)**  
**Power Plant Maintenance (Mechanical Lead Hand)**  
Production Operator  
Production Assistant  
Property Utilityperson  
Property Utilityperson 1<sup>st</sup> Year  
Protective Equipment Tester  
Senior Control Room Operator  
Storekeeper  
Storekeeper 1<sup>st</sup> year  
Storekeeper 2<sup>nd</sup> year  
Storekeeper - Lead Hand  
Transportation Service  
Unattended Power Plant Operator  
Unattended Power Plant Operator - Lead Hand  
**Utility Arborist**  
Utilityperson  
**Utilityperson 1<sup>st</sup> Year**

## SCHEDULE "B"

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### WAGES

- (1) The proposed base pay increase to be retroactive to **October 1, 2008**.
- (2) The schedule of wage increases over the **3-year** term to be adjusted as follows:

% Increase on Base Wage		
2008/10/01	2010/01/01	2011/01/01
3%	3%	3.5%

**Special adjustments of thirty (30) cents on October 1, 2008, seventy (70) cents on July 1, 2009, sixty-one (61) cents on January 1, 2010 and forty-six (46) cents on January 1, 2011 for Line, Planners, Electrical Maintenance, Mechanical Maintenance, Mechanics, Communication Technicians Meter Technicians, and Senior and Junior Control Room Operators, Utility Arborist and Inspector Climber.**

*The following schedule will apply to Apprentices:*

Apprentice Grade I	1 <sup>st</sup> six months, <b>60%</b> of Tradesperson's Rate
	2 <sup>nd</sup> six months, <b>65%</b> of Tradesperson's Rate
Apprentice Grade II	1 <sup>st</sup> six months, <b>70%</b> of Tradesperson's Rate
	2 <sup>nd</sup> six months, <b>75%</b> of Tradesperson's Rate
Apprentice Grade III	1 <sup>st</sup> six months, <b>80%</b> of Tradesperson's Rate
	2 <sup>nd</sup> six months, <b>85%</b> of Tradesperson's Rate
Apprentice Grade IV	1 <sup>st</sup> six months, <b>90%</b> of Tradesperson's Rate
	2 <sup>nd</sup> six months, <b>95%</b> of Tradesperson's Rate

1. **Power Line Technician Lead Hands** who are selected at the Company's discretion to lead a crew formed for training purposes only and consists entirely of Apprentice Lineperson will be paid a differential of **seven (7) percent** per hour above the **Power Line Technician Lead Hand** rate.
2. Employees in the classification Group 2 and 3 (except Line Splicer) as per Clause 21.01 of the Agreement who do terminations or splices on Paper Insulated Lead Covered (P.I.L.C.) cables shall be paid a differential of **four (4) percent** per hour above their classification hourly rate. The differential shall only be paid to the Employee or Employees who actually perform the termination or splice and shall not be paid to Employees who are performing related or support duties.

The following schedule shall apply to Junior Control Room Operator (CRO) Apprentices

<i>Apprentice Grade 1</i>	1 <sup>st</sup> six months	60% of Junior CRO
	2 <sup>nd</sup> six months	65% of Junior CRO
<i>Apprentice Grade 2</i>	1 <sup>st</sup> six months	70% of Junior CRO
	2 <sup>nd</sup> six months	75% of Junior CRO
<i>Apprentice Grade 3</i>	1 <sup>st</sup> six months	82% of Junior CRO
	2 <sup>nd</sup> six months	90% of Junior CRO

An Employee's hire date as a Junior Control Room Operator Apprentice (for those hired after August 31<sup>st</sup>, 1998) shall be substituted as the classification seniority date as a Junior or Senior Control Room Operator upon successful completion of their apprenticeship and subsequent entry into the position of Junior or Senior Control Room Operator as stipulated in Clause 8.06.

The Meter Reader classification shall be a one-year progression to the top of scale. The schedule shall be as follows:

1<sup>st</sup> six months - 80%

2<sup>nd</sup> six months - 90%

### *Special Cases*

All Employees whose wages are frozen prior to the signing date of this Agreement due to a transfer to a lower paying classification resulting from a job redundancy or a medical condition shall receive the negotiated wage increase effective **2008/10/01**. No subsequent increases will apply until the job rate of the lower paying classification equals or exceeds the frozen job rate.

## SCHEDULE “B”

Classification	2008/01/01	2008/10/01	2009/07/01	2010/01/01	2011/01/01
Communications Technician 111	\$31.79	\$33.04	\$33.74	\$35.37	\$37.06
6th Year 92.5%					
5th Year 85%					
4th Year 77.5%					
3rd Year 70%					
2nd year 62.5%					
1st Year 55%					
Distribution Maintenance	\$21.70	\$22.35	\$22.35	\$23.02	\$23.83
Distribution Maintenance 2nd Year	\$20.00	\$20.60	\$20.60	\$21.22	\$21.96
Distribution Maintenance 1st Year	\$18.34	\$18.89	\$18.89	\$19.46	\$20.14
Distribution Maintenance - Lead Hand	\$23.42	\$24.12	\$24.12	\$24.84	\$25.71
Driver Groundsperson	\$22.20	\$22.87	\$22.87	\$23.56	\$24.38
Driver Groundsperson 1st Year	\$19.87	\$20.47	\$20.47	\$21.08	\$21.82
Electrical Maintenance	\$28.77	\$29.93	\$30.63	\$32.16	\$33.75
Electrical Maintenance Helper	\$21.86	\$22.52	\$22.52	\$23.20	\$24.01
Electrical Maintenance Helper 2nd Year	\$20.12	\$20.72	\$20.72	\$21.34	\$22.09
Electrical Maintenance Helper 1st Year	\$18.34	\$18.89	\$18.89	\$19.46	\$20.14
Electrical Maintenance - Lead Hand	\$30.79	\$32.01	\$32.71	\$34.30	\$35.96
<b>EMC Maintenance</b>	\$24.25	\$24.98	\$24.98	\$25.73	\$26.63
Groundsperson	\$21.70	\$22.35	\$22.35	\$23.02	\$23.83
Groundperson 1st Year	\$19.39	\$19.97	\$19.97	\$20.57	\$21.29
Handyperson 1st Year	\$18.95	\$19.52	\$19.52	\$20.11	\$20.81
Inspector Climber	\$30.79	\$32.01	\$32.71	\$34.30	\$35.96
Junior Control Room Operator	\$30.85	\$32.08	\$32.78	\$34.37	\$36.03
Labourer	\$18.34	\$18.89	\$18.89	\$19.46	\$20.14
Labourer - Blaster	\$21.70	\$22.35	\$22.35	\$23.02	\$23.83
Labourer - Blast 1st Year	\$19.39	\$19.97	\$19.97	\$20.57	\$21.29
Line Inspector 1	\$23.73	\$24.44	\$24.44	\$25.17	\$26.05
Line Inspector 1 - 1st Year	\$21.35	\$21.99	\$21.99	\$22.65	\$23.44
Line Inspector 11	\$26.64	\$27.44	\$27.44	\$28.26	\$29.25
Line Splicer	\$29.53	\$30.72	\$31.42	\$32.97	\$34.58
Maintenance Assistant - Non Journeyperson	\$24.25	\$24.98	\$24.98	\$25.73	\$26.63
Mechanic	\$28.77	\$29.93	\$30.63	\$32.16	\$33.75
Mechanic - Lead Hand	\$30.79	\$32.01	\$32.71	\$34.30	\$35.96
Mechanical Maintenance	\$28.77	\$29.93	\$30.63	\$32.16	\$33.75
Mechanical Maintenance Helper	\$21.87	\$22.53	\$22.53	\$23.21	\$24.02
Mechanical Maintenance - Lead Hand	\$30.79	\$32.01	\$32.71	\$34.30	\$35.96
Meter Reader	\$20.81	\$21.43	\$21.43	\$22.07	\$22.84



Classification	2008/01/01	2008/10/01	2009/07/01	2010/01/01	2011/01/01
Meter Shop Shipping Clerk	\$21.92	\$22.58	\$22.58	\$23.26	\$24.07
Meter Shop Shipping Clerk 1st Year	\$19.75	\$20.34	\$20.34	\$20.95	\$21.68
<b>Meter Technician</b>	\$28.77	\$29.93	\$30.63	\$32.16	\$33.75
<b>Meter Technician - Lead Hand</b>	\$30.79	\$32.01	\$32.71	\$34.30	\$35.96
Patroller	\$21.03	\$21.66	\$21.66	\$22.31	\$23.09
<b>Planner Electrical Maintenance</b>	\$31.79	\$33.04	\$33.74	\$35.36	\$37.06
<b>Planner Generation</b>	\$31.79	\$33.04	\$33.74	\$35.36	\$37.06
<b>Planner Transmission and Distribution</b>	\$31.79	\$33.04	\$33.74	\$35.36	\$37.06
Power Plant Maintenance	\$25.45	\$26.21	\$26.21	\$27.00	\$27.95
Power Plant Maintenance - Lead Hand	\$27.26	\$28.08	\$28.08	\$28.92	\$29.93
<b>Power Plant Maintenance (Electrical)</b>	\$28.77	\$29.93	\$30.63	\$32.16	\$33.75
<b>Power Plant Maintenance (Electrical) - Lead Hand</b>	\$30.79	\$32.01	\$32.71	\$34.30	\$35.96
<b>Power Plant Maintenance (Mechanical)</b>	\$28.77	\$29.93	\$30.63	\$32.16	\$33.75
<b>Power Plant Maintenance (Mechanical) - Lead Hand</b>	\$30.79	\$32.01	\$32.71	\$34.30	\$35.96
<b>Powerline Technician</b>	\$28.77	\$29.93	\$30.63	\$32.16	\$33.75
<b>Powerline Technician - Lead Hand</b>	\$30.79	\$32.01	\$32.71	\$34.30	\$35.96
Production Assistant	\$18.87	\$19.44	\$19.44	\$20.02	\$20.72
Production Operator	\$21.87	\$22.53	\$22.53	\$23.21	\$24.02
Property Utilityperson	\$20.89	\$21.52	\$21.52	\$22.17	\$22.95
Property Utilityperson 1st Year	\$18.95	\$19.52	\$19.52	\$20.11	\$20.81
Protective Equipment Tester	\$24.40	\$25.13	\$25.13	\$25.88	\$26.79
Senior Control Room Operator	\$33.00	\$34.29	\$34.99	\$36.65	\$38.39
Storekeeper	\$21.87	\$22.87	\$22.87	\$23.56	\$24.38
Storekeeper 2nd Year	\$20.65	\$21.03	\$21.03	\$21.66	\$22.42
Storekeeper 1st Year	\$19.41	\$19.44	\$19.44	\$20.02	\$20.72
Storekeeper - Lead Hand	\$23.42	\$24.44	\$24.44	\$25.17	\$26.05
Transportation Service	\$18.28	\$18.83	\$18.83	\$19.39	\$20.07
Unattended Power Plant Operator	\$25.45	\$26.21	\$26.21	\$27.00	\$27.95
Unattended power Plant Operator - Lead Hand	\$27.26	\$28.08	\$28.08	\$28.92	\$29.93
<b>Utility Arborist</b>	N/A	\$29.93	\$30.63	\$32.16	\$33.75
Utilityperson	\$20.89	\$21.52	\$21.52	\$22.17	\$22.95
Utilityperson 1st Year	\$18.95	\$19.52	\$19.52	\$20.11	\$20.81
Vehicle & Equipment Maintenance	\$19.79	\$20.38	\$20.38	\$20.99	\$21.72
Vehicle & Equipment Maintenance 1st Year	\$18.34	\$18.89	\$18.89	\$19.46	\$20.14

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## SCHEDULE "C"

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### *UNIFORM ALLOTMENT*

Regular Employees in the Meter Reader and **Meter Technician** classification are required to wear uniforms.

- (a) Uniforms shall be of a colour and style specified by the Company and consist of:

Slacks/ <b>Shorts</b>	Gortex Winter Jacket (Meter Readers only)
Windbreaker with Crest	Winter Jacket with Crest (Meter Technician only)
Shirt or Blouse with Crest	Spring Jacket with Crest
Summer Cap with Crest	Gloves
Winter Cap	Snow Pants (Meter Readers only)
Winter Toque (Meter Readers only)	

- (b) On completion of the probationary period, employees will be issued the following items:

2 Pairs of Gloves	4 Pairs of Slacks/ <b>Shorts</b>
2 Windbreakers with Crest	5 Shirts or Blouses
1 Summer Cap	1 Gortex Winter Jacket (Meter Readers only)
1 Winter Jacket or	1 Winter Cap
Spring Jacket	1 Pair Snow Pants (Meter Readers only)
	1 Winter Toque (Meter Readers only)

- (c) Replacements will be issued as required to a maximum of:

Once Each Year After The Initial Issue

- 2 Pairs of Slacks/**Shorts**
- 1 Windbreaker with Crest or one Winter Jacket or one Spring Jacket
- 5 Shirts or Blouses
- 1 Summer Cap
- 1 Winter Toque (Meter Readers only)

Once every Two (2) Years After The Initial Issue

- 1 Pair Snow Pants (Meter Readers only)
- 1 Gortex Winter Jacket (Meter Readers only) may be substituted every 2 years instead of the annual jacket allotment.

Once Every Three (3) Years After The Initial Issue

- 1 Winter Cap

Notwithstanding the items listed above it is understood that any article that is torn or worn out will be replaced. The Employee shall submit the article to the Supervisor for replacement.

- (d) Notwithstanding the above, Regular Employees required to wear uniforms may substitute shirts/blouses or slacks for a windbreaker where it is mutually agreed between the Regular Employee and the Supervisor that the replacement windbreaker is not required. Substitution shall be made based on the following weighting:

Windbreaker	3
Slacks/ <b>Shorts</b>	3
Slacks, Shirts/Blouses	1

- (e) Employees are responsible for keeping the uniform clean and tidy at all times.

Upon submission of receipts, the Company will pay for dry cleaning two (2) pairs of slacks and one windbreaker each month, and a winter or spring jacket once a year.

- (f) Employees shall wear the uniform at all times while on duty. The only exceptions are newly appointed Employees who have not received their uniforms or Regular Employees who are on temporary assignment.

The Uniform shall not be worn during off duty hours except for travelling to and from the place of work.

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## APPENDIX A

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### *LETTER OF UNDERSTANDING*

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This letter sets forth the understanding reached during negotiations regarding the applications of the Residency Requirement to Bargaining Unit Employees.

It is agreed that the employees listed below will be eligible for appointments within their normal headquarters area notwithstanding the provision of the residency requirement.

William Philips  
**Wilfred White**

Terry Rose  
Business Manager  
IBEW Local 1620

April 24, 2009  
Date Signed

Juliet O'Brien  
Manager of Human Resources  
Newfoundland Power

April 24, 2009  
Date Signed

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## APPENDIX B

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### *SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN*

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#### *The Purpose of the Plan*

The purpose of the Supplementary Unemployment Benefit Plan (SUB) is to supplement unemployment insurance benefits paid to eligible employees of the Company by the Canada Employment and Immigration Commission during the initial seventeen (17) weeks of pregnancy and adoption leave.

#### Details of Supplementary Unemployment Benefit Plan

Eligible Employees	<p>All Regular Employees who are members of the Bargaining Unit and are on the first seventeen (17) weeks of pregnancy leave and adoption leave.</p> <p>Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all the rights and privileges granted to regular Employees under this appendix.</p>
Coverage	<p>The Plan is to supplement the unemployment insurance benefits received by workers for the first seventeen (17) weeks of pregnancy and adoption leave.</p>
Plan Conditions	<p>Employees must prove that they have applied for and are in receipt of unemployment insurance benefits in order to receive payment under this Plan.</p> <p>The SUB is payable for the period during which an employee is not in receipt of unemployment if the only reason for non-receipt is the claimant is serving the two week waiting period. The plan will pay the parent 100% of their income for the first two (2) weeks and supplement EI benefits for a further fifteen (15) weeks of the Pregnancy and Adoption Leaves of Absence for a total benefit of seventeen weeks.</p>

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***SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN***

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Benefit Level	Except of the first two (2) weeks of pregnancy and adoption leaves the benefit level paid under this Plan is set at 85% of the employee's regular weekly earnings. For the first two (2) week period the benefit level paid under this Plan is set at 100% of the Employee's regular weekly earnings.
Benefit Period	The SUB benefit will be paid for a period of 17 weeks.
Effective Date	The effective date of this plan is as of the date of signing of this collective agreement.
SUB Plan Financing	<p>The Plan is financed by the Company</p> <p>SUB payments will be kept separate from payroll records.</p>
Other Conditions	<p>The Company will inform the Canada Employment and Immigration Commission in writing of any changes to the Plan within thirty (30) days of the effective date of the change.</p> <p>Employees do not have the right to SUB payments except for supplementation of EI benefits for the unemployment period as specified in the Plan.</p> <p>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 plan.</p>

Terry Rose  
Business Manager  
IBEW Local 1620

April 24, 2009  
Date Signed

Juliet O'Brien  
Manager of Human Resources  
Newfoundland Power

April 24, 2009  
Date Signed

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## APPENDIX C

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### *LETTER OF UNDERSTANDING*

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This letter sets forth the understanding reached during negotiations regarding Temporary Employees who have twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company.

Temporary Employees who have qualified under the above conditions shall not lose any entitlements granted under the Collective Agreement if they have a cumulative break(s) in the current calendar year which total sixty (60) or less working days. Once Temporary Employees exceed the sixty (60) working day break in service they must have twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company to re-establish entitlements.

**The first ten (10) days of the unavailable time will not be considered a break in service for the purposes of attaining Long Term status, if the employee has worked at least 90% of the available working hours in the twelve month period proceeding the request, and the time is taken in blocks of at least five (5) days.**

Terry Rose  
Business Manager  
IBEW Local 1620

April 24, 2009  
Date Signed

Juliet O'Brien  
Manager of Human Resources  
Newfoundland Power

April 24, 2009  
Date Signed

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## APPENDIX D

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### *LETTER OF UNDERSTANDING - GROUP INSURANCE*

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The Company and Union recognize the importance of the group insurance program to the health and well-being of employees and their families. It is understood that the program may be reviewed periodically to ensure it continues to meet the needs of employees and the Company.

The Company and the Union agree to explore possible changes and improvements to the current program, including **the use of the Preferred Partner Network**. It is understood that the timing of any future changes is dependent on insurance policy renewal dates and implementation time required for program changes.

The Company will consult with the Business Manager on possible committee size and structure and the manner in which such a review will be initiated.

Terry Rose  
\_\_\_\_\_  
Business Manager  
IBEW Local 1620

April 24, 2009  
\_\_\_\_\_  
Date Signed

Juliet O'Brien  
\_\_\_\_\_  
Manager of Human Resources  
Newfoundland Power

April 24, 2009  
\_\_\_\_\_  
Date Signed



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## APPENDIX E

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### *LETTER OF UNDERSTANDING*

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This letter sets forth an understanding reached during negotiations between Newfoundland Power Inc. (the Company) and the International Brotherhood of Electrical Workers, Local 1620 (the Union) with respect to the selection of Regular Employees for promotion as per Clause 21.02.

The three criteria, ability, qualifications and Classification Seniority, will be rated equally with each worth one-third of the overall score for a total of one-hundred percent (100%).

1. Ability: Ability is determined by the interview (including testing or other evaluation procedures) which combined are worth 25%. The remaining 8.33% of the Ability score is based on the reference checks.
2. Qualifications: Qualifications are set by the Company and will be forwarded to the Union Office. Certificate/Certifications: 16.67%: Leadership 16.67% (Interview Questions/ Leadership Reference Questions). In situations where leadership is not a focus of the position, the Company reserves the right to include other evaluation criteria or apply the weighting to other certifications.
3. Classification Seniority: 33 1/3%. Service Seniority will be used when Classification Seniority is absent or tied.

Should the top candidates score within 7.5 points out of 100 of each other, seniority will prevail.

In preparing for the interview, a member of the bargaining unit chosen by the Company will be consulted and provide feedback on interview questions. It is agreed that this bargaining unit member will hold the information in the strictest confidence. Failure to do so will result in the voiding of the process and the elimination of this member from future processes.

Internal reference check will be done by HR and the supervisor contacted will be the person who closely supervises the employee. Reference checks will be done with the front line supervisor and the lead hand.

Terry Rose  
Business Manager  
IBEW Local 1620

April 24, 2009  
Date Signed

Juliet O'Brien  
Manager of Human Resources  
Newfoundland Power

April 24, 2009  
Date Signed

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## APPENDIX F

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### *LETTER OF UNDERSTANDING*

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By virtue of Article 26, Clause 26.03 - Change By Consent of the Craft Agreement between Newfoundland Power Inc. (the Company) and International Brotherhood of Electrical Workers (the Union), Local 1620 this letter records the understanding reached with respect to the rate of pay for Mr. Bill Hayes.

The Company and the Union agree that effective February 25, 2008, Mr. Hayes position remains unchanged as a PPM Lead Hand and he will be paid at the non-lead hand millwright trade rate. This agreement will remain in effect until Mr. Hayes' retirement.

Terry Rose  
Business Manager  
IBEW Local 1620

April 24, 2009  
Date Signed

Juliet O'Brien  
Manager of Human Resources  
Newfoundland Power

April 24, 2009  
Date Signed

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## APPENDIX G

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### *LETTER OF UNDERSTANDING*

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By virtue of Article 26, Clause 26.03 – Change By Consent of the Craft Agreement between Newfoundland Power Inc. (the Company) and International Brotherhood of Electrical Workers (the Union), Local 1620 this letter records the understanding reached with respect to suspension of Clause 9.04 – Relief Shift Employees for two (2) full rounds of shift schedules (48 weeks) commencing April 19<sup>th</sup>, 2008.

This letter sets forth the understanding reached between the parties regarding a 48 week pilot of 3 Control Room Operators per shift at the System Control Centre running from April 19, 2008 to March 20, 2009.

The work schedule during the pilot shall consist of four 3 person teams that will work a two day (7:30 to 19:30) and two nights (19:30 to 07:30) rotating schedule.

The Company and the Union agree that for each round of the new schedule, the Control Room Operators will receive an additional four (4) Lieu days to be utilized when mutually agreeable between supervisor and employee.

Prior to the end of the pilot, the parties shall meet to review and discuss the pilot to determine whether or not to continue with the 3 person teams. In the event the pilot is not successful, the Company shall revert back to the System Control Centre shift schedule as ended on April 18<sup>th</sup>, 2008.

It is further agreed and accepted by the Company and the Union that the following employees will remain Senior Control Room Operators: Donald Decker, Christopher O’Keefe, Vincent Stuckless, Paul Trickett and Hugh Turpin.

Terry Rose  
Business Manager  
IBEW Local 1620

April 24, 2009  
Date Signed

Juliet O’Brien  
Manager of Human Resources  
Newfoundland Power

April 24, 2009  
Date Signed

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## APPENDIX H

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### *LETTER OF UNDERSTANDING*

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This letter sets forth an understanding reached between Newfoundland Power (the Company) and the International Brotherhood of Electrical Worker (the Union), Local 1620, with respect to Schedule A.

Schedule A –The position of district representatives will be included in Schedule A of the craft collective agreement under the following conditions:

- The current individual District Representatives' annual salaries will be grandfathered until they leave their current positions. Future salary increases will be based on the individual salaries in accordance with the Collective Agreement % increases.
- The District Representatives named in this LOU will retain their title but as they vacate their positions, the position will be staffed and compensated as a Linecrew Working Foreperson in accordance with the Craft Collective Agreement.
- The District Representatives named in this LOU will have the option to join the IBEW Union local 1620.
- Future District Representative positions will be staffed as Linecrew Working Forepersons.
- The District Representatives named in this LOU will have all the rights of other bargaining unit members.
- The District Representatives names in this LOU will begin accruing Bargaining Unit seniority as of February 26/05.
- The District Representatives named in this LOU will have the ability to work outside their districts just like the existing Assistant Representatives and the new Linecrew Working Forepersons in the districts; with no borders.
- Layoffs would be by Classification by Area, District or location. As an example, a layoff in Burin would not affect Grand Bank. The Grand Bank existing District Representatives would only be negatively affected if there was a layoff in Grand Bank district. In the event of a layoff of a regular full time employee in the Lineperson or Linecrew Working Foreperson position in an Area, I.e. Burin, the District Representatives named below will be restricted to work within their District.
- Assistant District Representatives position title will be changed to Lineperson.

The current District Reps are: Ray Whiffen, Wallace Hicks, Dean Ralph, Gerald Acreman and Jim Penney.

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## APPENDIX I

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### *LETTER OF UNDERSTANDING*

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By Virtue of Article 26, Clause 26.03 – Change By Consent of the Craft Agreement between Newfoundland Power Inc. (the Company) and International Brotherhood of Electrical Workers (the Union), Local 1620 this letter records the understanding reached with respect to rate of pay.

It is agreed and accepted by the Company and the Union that given the unique situation of the Springdale/Baie Verte area, we agree to pay Tony Heath as Linecrew Working Foreperson which is outside the normal Company policy and applies to this situation only.

The Company reserves the right to combine/make changes to these areas should one of the assigned employees vacate their position.

Terry Rose  
Business Manager  
IBEW Local 1620

April 24, 2009  
Date Signed

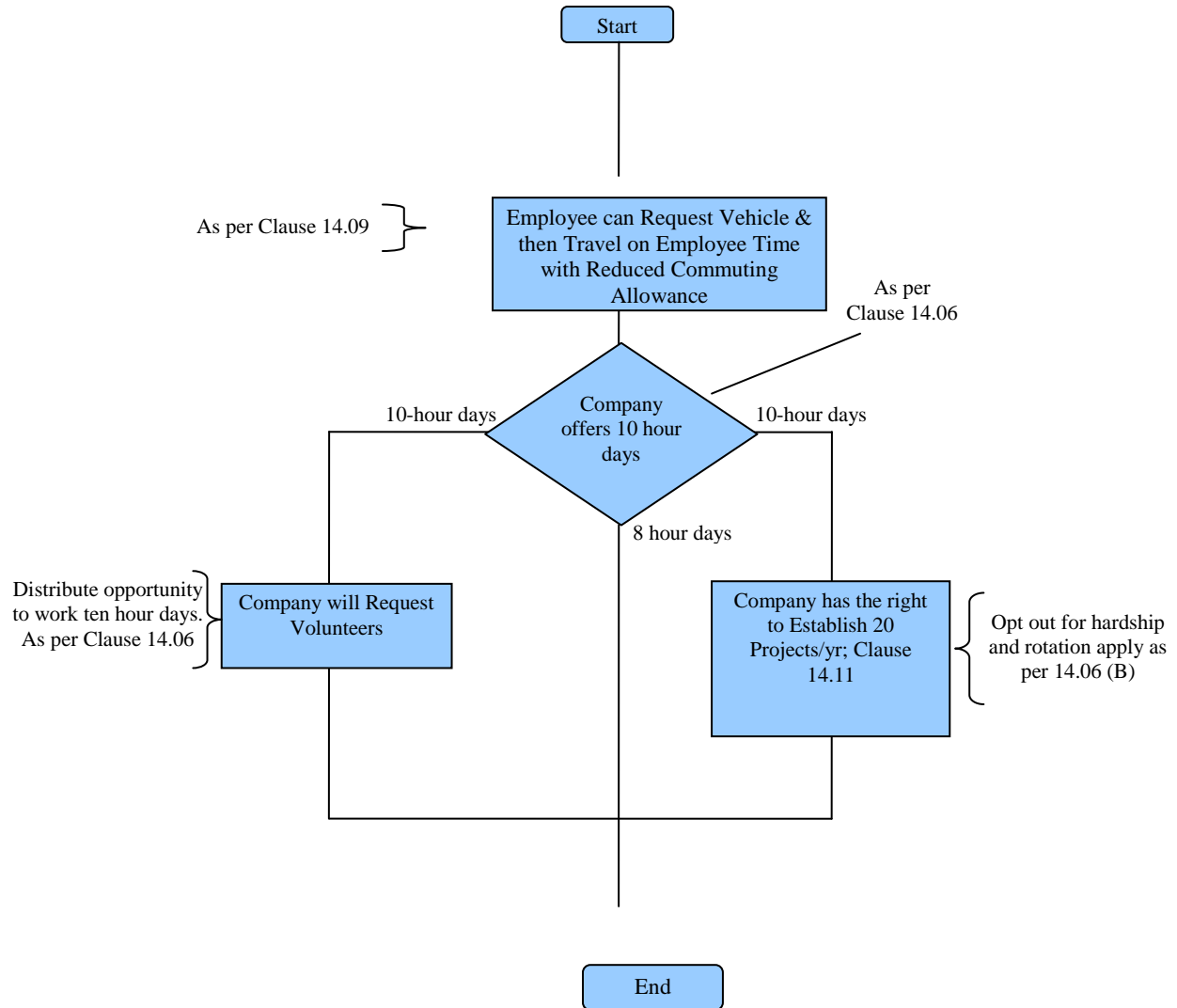
Juliet O'Brien  
Manager of Human Resources  
Newfoundland Power

April 24, 2009  
Date Signed

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## Temporary Headquarters No Crews Residing Away

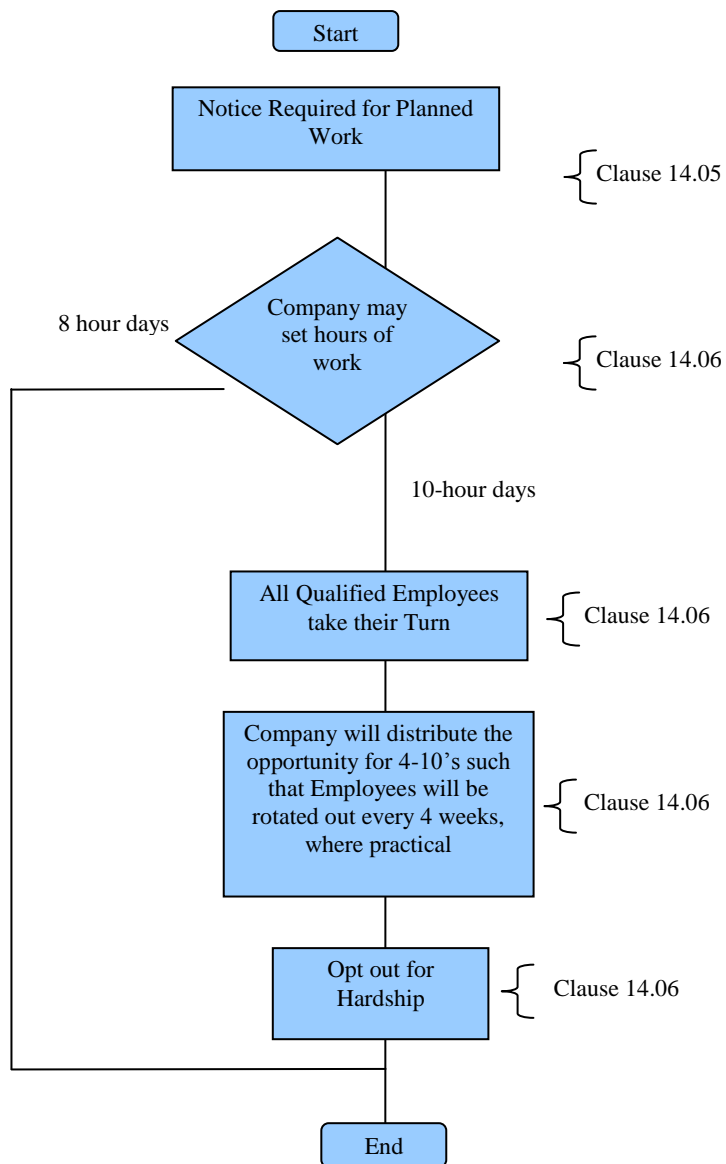
### Final



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## Temporary Headquarters All Crews Residing Away

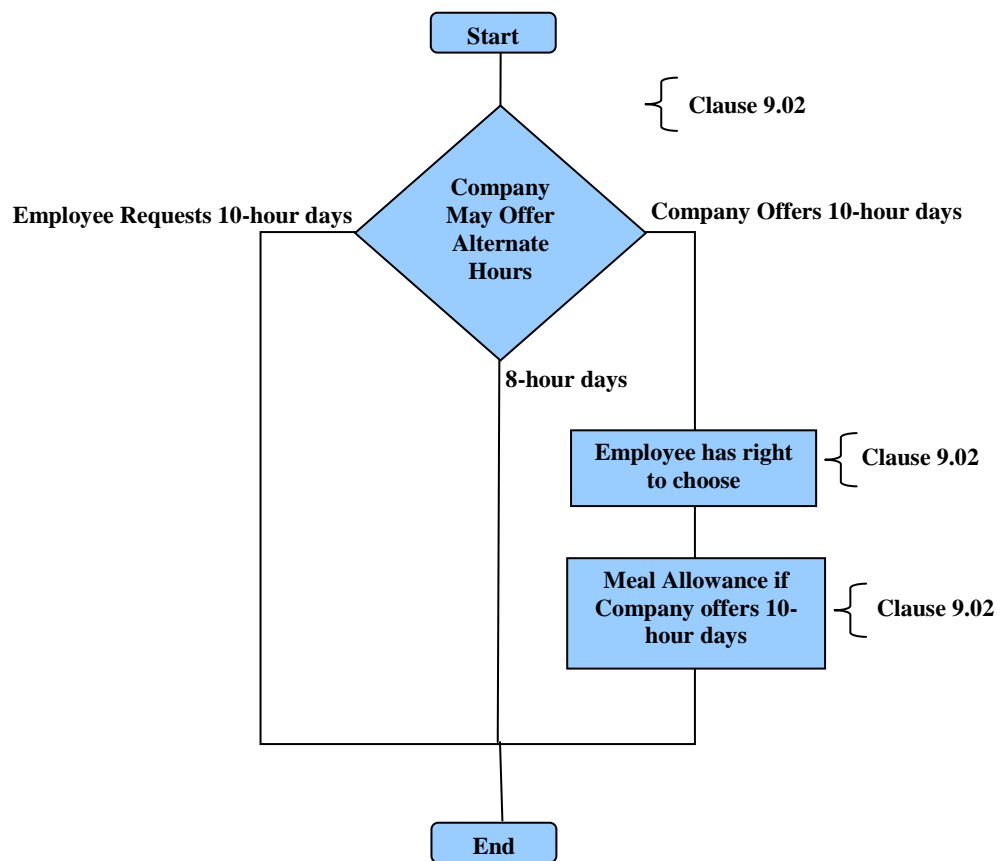
### Final



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**Normal Headquarters  
No Crews Residing Away**

Final





## Temporary Headquarters Some Crews Residing Away

### Final

