

1 Q. Is the payment of retirement allowances a term of Hydro's collective agreement? If
2 so, provide the excerpts for the collective agreement as regards the same.

3

4

5 A. Yes, the payment of retirement allowances is a term of Hydro's collective
6 agreements. The rules for severance and retirement compensation are outlined in
7 Article 24 – Severance & Retirement Compensation of the Operations Unit
8 Collective Agreement and Article 23 – Severance and Retirement Compensation of
9 the Office Workers' Unit Collective Agreement. CA-NLH-240, Attachment 1, and
10 CA-NLH-240, Attachment 2, provide the related excerpts from each collective
11 agreement, respectively.

**AGREEMENT
BETWEEN
NEWFOUNDLAND AND LABRADOR HYDRO**

AND

**LOCAL 1615
OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

OPERATIONS UNIT

EFFECTIVE APRIL 1, 2010 - MARCH 31, 2014



make any required payments for other items (e.g., Computer, Canada Savings Bond, Home Auto Insurance).

Pensionable service for Leave of Absence will be continued if the employee so elects coverage as per the Public Service Pensions Act.

ARTICLE 24 - SEVERANCE & RETIREMENT COMPENSATION

- 24.01 The Hydro Group Policy on Termination Remuneration will apply to permanent employees covered by this Bargaining Unit and will be no less beneficial than the policy that exists on the signing date of this Agreement.

Permanent employees who had periods of temporary or term employment prior to moving into a permanent position will be credited with years of worked service. The calculation of years of worked service to be credited to the employee will be based on the number of actual hours worked after 1998 divided by either 1950 or 2080 hours as dictated by their regular annual hours of work in that classification.

- 24.02 Current and future Term/Temporary employees will receive severance and retirement compensation per the Hydro Group Policy on Termination Remuneration. To be eligible for compensation, a temporary employee must have:

- (a) A combination of age and calendar years equalling 85, where a calendar year is credited for any years that the employee worked or
- or
- (b) have reached age sixty (60)

The calculation of years of worked service to be credited to the employee will be based on the number of actual hours worked after 1998 divided by either 1950 or 2080 hours as directed by their regular annual hours of work in that last classification.

- 24.03 To be eligible for compensation under article 24.02 an employee must have relinquished all recall rights under article 38.02 (i).

ARTICLE 25 - PENSION

- 25.01 Permanent employees shall be entitled to pension benefits in accordance with the Public Service (Pensions) Act, Chapter P-44, RSN 1990, and the regulations promulgated thereunder as may be from time to time, amended.

AGREEMENT
BETWEEN
NEWFOUNDLAND AND LABRADOR HYDRO
AND
LOCAL 1615
OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
OFFICE WORKERS' UNIT
EFFECTIVE APRIL 1, 2010 - MARCH 31, 2014



- 22.04 (a) If the job posting is not filled as outlined in Clauses 22.02, then applicants who are permanent employees of the Operations Bargaining Unit will be selected in accordance with the sequence of events under Clause 22.02.
- (b) If the job posting is not filled As outlined in Clauses 22.02 and 22.03 or 22.04(a), the Corporation will select for permanent employment qualified applicants who have been laid off from permanent status and are currently temporary/term employees on recall.
- 22.05 An employee, who has completed the probationary period, and has been successful in the application for a vacant position, shall undergo a trial period of twenty (20) working days. In the event the employee is not able or does not wish to complete the trial period, or cannot satisfactorily perform the job, the employee shall be returned to the former position, wage or salary rate, without loss of seniority, and any other employee who may have been transferred temporarily to fill the position left vacant by the initial transfer, shall also be returned to their former position, wage or salary rate without loss of seniority. An employee's trial period shall not be terminated for unjust cause.
- 22.06 Standard Job Postings, which indicate the general duties and required qualifications for each job classification, have been prepared by the Corporation. The Corporation will prepare new, or revise current, Standard Job Postings as required. The Union will be given copies of the Standard Job Postings and subsequent revisions.
- 22.07 **If a permanent employee is on leave for a period of greater than twenty (20) working days, and a temporary employee is available for recall, then the temporary employee will be rehired as a replacement.**

ARTICLE 23 - SEVERANCE AND RETIREMENT COMPENSATION

- 23.01 The Hydro Group Policy on Termination Remuneration will apply to permanent employees covered by this Bargaining Unit and will be no less beneficial than the policy that exists on the signing date of this Agreement.
- Permanent employees who had periods of temporary or term employment prior to moving into a permanent position will be credited with years of worked service. The calculation of years of worked service to be credited to the employee will be based on the number of actual hours worked after 1998 divided by either 1950 or 2080 hours as dictated by their regular annual hours of work in that classification.**
- 23.02 **Current and future Term/Temporary employees will receive severance and retirement compensation per the Hydro Group Policy on Termination Remuneration. To be eligible for compensation, a temporary employee must**

have:

- (a) A combination of age and calendar years equalling 85, where a calendar year is credited for any years that the employee worked or
- or
- (b) have reached age sixty (60)

The calculation of years of worked service to be credited to the employee will be based on the number of actual hours worked after 1998 divided by either 1950 or 2080 hours as directed by their regular annual hours of work in that last classification.

- 23.03** To be eligible for compensation under article 24.02 an employee must have relinquished all recall rights under article 38.02 (i).

ARTICLE 24 - TRAVEL EXPENSES

- 24.01** Authorization to Travel

The Supervisor must authorize all travel and designate the means of conveyance consistent with the terms of this Agreement.

- 24.02** Employees will not be permitted to claim the per diem allowance where board is provided by the Corporation.

- 24.03** An employee will not, under any circumstances, be eligible to receive both overtime meals and meals under travel expenses concurrently. Therefore, when an employee is eligible for travel expenses, the employee must claim the applicable per diem rates only.

- 24.04** When an employee is required to travel, the Corporation will endeavour to travel the employee during the normal working hours, without loss of pay. However, if such travel is required outside normal working hours, the employee will be allowed the necessary travelling time up to four (4) hours to be paid at the normal straight time hourly rate.

- 24.05** In the administration of the Corporation's program of safety training and job training, the Corporation may from time to time require an employee to travel to various schools of instruction within the Province of Newfoundland. In such cases, the Corporation will compensate the employee for time travelled outside their normal workday or normal work week, at straight time rates.

When an employee is required to travel to various schools of instruction outside the Province of Newfoundland, the Corporation will compensate the