

1 **Q. Please describe the terms and conditions for the payment of overtime at**
2 **Newfoundland Power.**

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4 A. Employee overtime is typically required to deal with an emergency, such as restoring
5 service to customers, or to complete a project with tight timelines due to customer
6 impacts or other constraints.

7
8 In all cases, the employee and their supervisor must have prior agreement that the
9 additional time worked will be eligible for payment of overtime. All such overtime will
10 be recorded on the employee's timesheet which will require supervisory approval.

11
12 The specific terms and conditions for the payment of overtime at Newfoundland Power
13 vary for union and managerial employees.

14
15 *Union Employees*

16 Union employees are paid overtime in accordance with *Article 10 – Overtime* in the Craft
17 and Clerical Collective Agreements. Attachment A contains *Article 10-Overtime* from
18 the Craft Agreement. Attachment B contains *Article 10-Overtime* from the Clerical
19 Agreement.

20
21 *Managerial Employees*

22 Where the Company requests a managerial employee to work in excess of their normal
23 working hours, the employee may be eligible for overtime depending upon their position
24 and compensation band.

25
26 Managerial employees in bands 2, 3, 4, 5 and 6 will receive double their regular pay for
27 each half hour worked in excess of their normal work hours. Managerial employees in
28 bands 7 and 8 are not eligible for overtime.¹ Please refer to response to Request for
29 Information CA-NP-476.

¹ Pay bands 7 and 8 apply to the majority of the Company's supervisory staff, including Directors and Superintendents, as well as Senior Technologists and Senior Engineers.

Newfoundland Power Craft Agreement
Article 10 - Overtime

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, 2011
to
September 30, 2014**

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 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.

10.08 – CALL-BACK FROM TIME OFF IN LIEU OF BANKED OVERTIME

When a Regular Employee has provided the required five (5) days notice, ten (10) days notice for Shift Employees, in writing, as per Clause 10.02 – Banking of Overtime, for approved time off in lieu of banked overtime and they are called back to work during their normal work hours, the Regular Employee shall be entitled to receive the overtime rate of pay for the time actually worked during their normal work hours up to and including the first five (5) days of the time off in lieu of banked overtime scheduled.

When a Regular Employee has not provided the required five (5) days notice, (ten (10) days notice for Shift Employees) in writing, as per Clause 10.02 – Banking of Overtime, for approved time off in lieu of banked overtime, and they are called back from their time off in lieu of banked overtime to work during their normal hours, this clause will not apply.

Rescheduling of the scheduled time off in lieu of banked overtime will be mutually agreed to by the Employee and the Supervisor.

Newfoundland Power Clerical Agreement
Article 10 - Overtime

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, 2011
to
September 30, 2014**

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 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 DISTRIBUTIONS

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-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.

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.

10.09 – CALL-BACK FROM TIME OFF IN LIEU OF BANKED OVERTIME

When a Regular Employee has approved time off in lieu of banked overtime and they are called back to work during their normal work hours, the Regular Employee shall be entitled to receive the overtime rate of pay for the time actually worked during their normal work hours up to and including the first five (5) days of the time off in lieu of banked overtime scheduled.

Rescheduling of the scheduled time off in lieu of banked overtime will be mutually agreed to by the Employee and the Supervisor.