

1 **Q. What is the terms and conditions applicable to Stand by pay?**

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3 A. Employees are typically required to be on standby in case technical support or customer
4 service are required after regular working hours. In all cases, the employee and their
5 supervisor must have prior agreement regarding the standby duties. All such standby will
6 be recorded on the employee's timesheet which will require supervisory approval.

7
8 The specific terms and conditions applicable to standby pay at Newfoundland Power vary
9 for union and managerial employees.

10
11 *Union Employees*

12 Union employees are paid standby in accordance with *Article 12– Standby Service* in the
13 Craft and Clerical Collective Agreements. Attachment A contains *Article 12 – Standby*
14 *Service* from the Craft Agreement. Attachment B contains *Article 12 – Standby Service*
15 from the Clerical Agreement.

16
17 *Managerial Employees*

18 Where the Company requests a managerial employee to perform standby duties, the
19 employee on standby must be readily available for work and be accessible by phone. If a
20 call is received, the employee must immediately report to work or take such action as
21 may be necessary under the circumstances.

22
23 Managerial employees in positions below the Manager level who are assigned standby
24 duties are currently compensated at the rate of \$44¹ a day.

¹ This is the daily rate for standby pay in 2012.

Newfoundland Power Craft Agreement
Article 12 – Standby Service

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**

Craft 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 Power Line Technician or a Power Line Technician Lead Hand shall be the primary on-call person only after they have a minimum of three months of Classification Seniority. Regular Apprentice Employees cannot be the primary on-call person at any time.**

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. **The Employee performing standby within a District is to remain within the District unless there are extenuating circumstances and alternate arrangements are pre-approved by their supervisor.**

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.

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.

Newfoundland Power Clerical Agreement
Article 12 – Standby Service

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 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.

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.