

1 **Volume 1, Section 2 – Customer Relations**

2

3 **Q. (page 18, lines 6-7) Please provide a copy of the two separate five year collective**  
4 **agreements.**

5

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

8

9 Attachment B is the collective agreement between Newfoundland Power and the Craft  
10 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, 2003 –  
September 30, 2008**

# CLERICAL AGREEMENT

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## ***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. 2003.

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.

## **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.

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, 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.

### **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 - 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 the Employee Relations Section.

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) Names of Employees hired, discharged, retired, deceased or who have resigned.
- (e) A copy of any suspensions 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)**

## **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.

## **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-chairs. They shall be mandated to carry out the duties and responsibilities as prescribed by legislation.

To see that the safety rules, as prescribed from time to time in the Company **Health and Safety Standards Manual** or by a 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.

### **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™” 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 **Health and Safety Standards Manual** or any law of the Province.

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

**For the purposes of this Clause an injured or disabled Employee shall be referred to as a disabled worker or Employee.**

**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 disabled Employees.**

**As per the duties and obligations outlined above, the Company shall provide suitable employment that is available and consistent with the Employee’s functional abilities and, wherever possible, restore the worker’s pre-disability earnings. This may involve the Employee’s pre-disability position with or without modification, a comparable position with or without modification, or a collection of duties that the Employee can perform based upon the Employee’s functional abilities. These guidelines may involve accommodation outside the Collective Agreement but only after all reasonable options within the confines of the Collective Agreement have been explored.**



## **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.
- e) Notwithstanding the provisions outlined in (d), when an Employee travels 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 **\$10,000.00** 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
- Meter Inspector
- Surveyor's Assistant
- **Messenger**
- **System Control Dispatcher**

### **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.**
- 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) 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>2005/01/01</u></b> | <b><u>2006/01/01</u></b> |
|-----------------------|-------------------------------|--------------------------|--------------------------|
|                       | <b>\$1.20</b>                 | <b>\$1.30</b>            | <b>\$1.40</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. 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 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 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***

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.

Under no circumstances will the Employee be paid in excess of 60 minutes for response time and time to travel to and from their residence.



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 Employees 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 shall be divided as equitably as possible, among all Employees who can effectively carry out standby duties. 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 standby pay as follows:

- (a) **The weekly standby rate shall be the hourly trade rate, as per the Craft Collective Agreement, multiplied by eight (8). Daily standby rates shall be computed by dividing the weekly standby rate by seven (7).**
- (b) Employees who work seven (7) consecutive days on standby will be given the choice of compensation by pay as per (a) above or they will be given the choice of banking the equivalent of one (1) day in lieu 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 one and one-half (1 ½) the regular 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 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, choose one of the following options:

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

**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 a 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 **(\$0.35)** cents per kilometre effective date of signing.

### **14.04 – MEALS DURING OVERTIME**

**The Meal Allowance for meals during overtime shall be fifteen dollars (\$15.00) 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 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 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, 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 works for a period of time from a Temporary Headquarters/AWL and is required to reside away from their normal residence, the Company shall pay for accommodations. Single accommodations will be provided if available at the Temporary Headquarters/AWL. 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) ten (10) hour days (Monday through Thursday, or Tuesday through Friday) from a Temporary Headquarters/AWL and resides away from their normal residence for three (3) consecutive nights. A daily rate will only apply in those instances where an Employee is required to reside away from their normal residence for less than three (3) consecutive nights.

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.

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.

| <b>Per Diem Allowance</b>    | <b>Date of Signing</b> | <b>1 Jan 2005</b> | <b>1 Jan 2006</b> | <b>1 Jan 2007</b> |
|------------------------------|------------------------|-------------------|-------------------|-------------------|
| <b>Breakfast</b>             | <b>\$10.00</b>         | <b>\$10.50</b>    | <b>\$10.50</b>    | <b>\$10.50</b>    |
| <b>Lunch</b>                 | <b>14.00</b>           | <b>14.00</b>      | <b>14.50</b>      | <b>14.50</b>      |
| <b>Dinner</b>                | <b>16.00</b>           | <b>16.00</b>      | <b>16.50</b>      | <b>16.50</b>      |
| <b>Incidentals</b>           | <b>11.00</b>           | <b>11.00</b>      | <b>11.00</b>      | <b>11.50</b>      |
| <b>Total Per Diem DAILY</b>  | <b>\$51.00</b>         | <b>\$51.50</b>    | <b>\$52.50</b>    | <b>\$53.00</b>    |
| <b>Total Per Diem WEEKLY</b> | <b>\$255.00</b>        | <b>\$257.50</b>   | <b>\$262.50</b>   | <b>\$265.00</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/AWL 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 the **lunch portion only of the Per Diem Meal Allowance** when substantiated by receipt and 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 accommodations, per diems, telephone usage and all other expenses. The Travel Allowance shall be paid on either a daily or weekly basis. The Travel Allowance on a weekly basis is \$560.00 or \$112.00 daily. A weekly rate shall only apply when an Employee works four (4) ten (10) hour days (Monday through Thursday, or Tuesday through Friday) from a Temporary Headquarters or “AWL” and resides away from their normal residence for three (3) consecutive nights. A daily rate will only apply in those instances where an Employee is required to reside away from their normal residence for less than three (3) consecutive nights.

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.

If an Employee is in accommodations for less than three (3) consecutive nights, the Employee shall receive the daily rate for each night and the appropriate Per Diem Meal Allowance for the day that the Employee returns to Normal Headquarters.

Employees who select this option shall travel from their accommodations to Temporary Headquarters or “AWL” on their own time.

This provision is not available to Employees who have elected the Commuting Option outlined in Clause 14.09.

**14.09 – COMMUTING OPTION (TEMPORARY HEADQUARTERS) OR “AWL”**

**Commuting Option 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 either a daily or weekly basis. A daily rate will only apply to those instances where an Employee has worked from a Temporary Headquarters or “AWL” for less than four (4) workdays.** If this option is availed of in conjunction with alternate hours – 14.06, an Employee shall not normally be required to travel more than one hour and a half total travel time in one day when the Employee is working a ten (10) hour day.

Employees who select either of these options shall do so for a minimum of one (1) week period or for the duration of the work assignment whichever is shorter and 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 the **Commuting** Option when road, weather or other conditions make the **Commuting** Option impractical.

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

| <b>Commuting Allowance</b> | <b>Date of Signing</b> | <b>1 Jan 2005</b> | <b>1 Jan 2006</b> | <b>1 Jan 2007</b> |
|----------------------------|------------------------|-------------------|-------------------|-------------------|
| <b><i>Daily</i></b>        |                        |                   |                   |                   |
| <b>0-40 km</b>             | <b>\$35.00</b>         | <b>\$36.00</b>    | <b>\$37.00</b>    | <b>\$38.00</b>    |
| <b>41-80 km</b>            | <b>\$50.00</b>         | <b>\$51.00</b>    | <b>\$52.00</b>    | <b>\$53.00</b>    |
| <b>&gt; 81 km</b>          | <b>\$55.00</b>         | <b>\$56.00</b>    | <b>\$57.00</b>    | <b>\$58.00</b>    |
| <b><i>Weekly</i></b>       |                        |                   |                   |                   |
| <b>0-40 km</b>             | <b>\$175.00</b>        | <b>\$180.00</b>   | <b>\$185.00</b>   | <b>\$190.00</b>   |
| <b>41-80 km</b>            | <b>\$250.00</b>        | <b>\$255.00</b>   | <b>\$260.00</b>   | <b>\$265.00</b>   |
| <b>&gt; 81 km</b>          | <b>\$275.00</b>        | <b>\$280.00</b>   | <b>\$285.00</b>   | <b>\$290.00</b>   |

Employees shall submit an expense account at the end of each week for payment of **Commuting Allowance**.

Notwithstanding the provisions available in 14.09 (2) above, if Employees are **required** to work from a Temporary Headquarters where they are not required to reside away from normal residence **and are assigned ten (10) hour days** as outlined in Clause 14.06, the Company shall provide a vehicle and travel time in this case shall be included in the 10 hour day. The **Commuting Allowance** shall not apply in this case.

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 option**. These Employees shall report to their reassigned headquarters at their normal starting time.

## **14.10 - TRAVEL**

### **Commencement and End of Work Assignment**

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

Where transportation to or from the Temporary Headquarters/AWL 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/AWL to their Normal Headquarters every weekend. The Employee shall travel from the Temporary Headquarters/AWL to Normal Headquarters at the beginning and end of the workweek by either Company vehicle or taxi paid for by the Company, the mode of transportation to be at the supervisor's discretion.

Employees traveling from Temporary Headquarters/AWL 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>In Kilometres</i> |           | <i>In Hours</i>      |
|----------------------|-----------|----------------------|
| <i>From</i>          | <i>To</i> | <i>Time each way</i> |
| 0                    | 50        | 0.5                  |
| 51                   | 100       | 1.0                  |
| 101                  | 150       | 1.5                  |
| 151                  | 200       | 2.0                  |
| 201                  | 250       | 2.5                  |
| 251                  | 300       | 3.0                  |
| 301                  | 350       | 3.5                  |
| 351                  | 400       | 4.0                  |



Where travel from Temporary Headquarters/AWL 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 WORK ASSIGNMENTS**

The Company may designate a special work assignment 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 work assignments 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 work assignment. 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.

### **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 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 calendar year as follows:  $\text{Vacation credit} = \frac{\text{Regular workdays in the calendar year}}{\text{vacation rate}}$

| Service to be completed in the<br>Vacation Year | Maximum<br>Vacation Rate | Vacation<br>Credits |
|---|--------------------------|---------------------|
| Less than 1 year                                | 26.00                    | 10 days             |
| 1 year, but less than 10 years                  | 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             |
| 25 years  | 10.00                    | 26 days             |
| <b>26 years</b>                                 | <b>9.63</b>              | <b>27 days</b>      |
| <b>27 years</b>                                 | <b>9.29</b>              | <b>28 days</b>      |
| <b>28 years</b>                                 | <b>8.97</b>              | <b>29 days</b>      |
| <b>29 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 seventeen (17) 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 15 days shall be granted a vacation premium of three (3) additional days to be taken within the off season 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 five (5) vacation credits;
  - iii. Not greater than a total of fifteen (15) 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 utilized as per Clause 16.03 or paid upon termination or at the option of the 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 is incapacitated due to day surgery** during their vacation the Company shall, upon receiving medical proof from the Employee, allow the working days during which the Employee was admitted and otherwise incapacitated **and subsequent convalescence** to be charged to their sick leave benefit, and allow the Employee to reschedule their transferred vacation credits to a time mutually acceptable to the Company and the Employee.

Notwithstanding the above, upon request by an Employee, the Human Resources Department shall evaluate any other extended illness or injury; and upon receiving medical proof, charge such time, if approved, including the period of convalescence, to their sick leave benefits.

### **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 and subject to Clause 17.03, the Company agrees to continue, to eligible Employees, the benefits listed below:

(a) *Group Life Insurance and Dependent Life Insurance -*

Subject to the terms and conditions of the existing policy with the Great -West Life Assurance Company a copy of the terms of which is held by each Employee.

(b) *Accidental Death and Dismemberment Insurance -*

Subject to the terms and conditions of the existing policy with the Citadel Assurance Company a copy of the terms of which is held by each Employee.

(c) *Medical, Travel and Hospital Benefit Plan -*

Subject to the terms and conditions of the existing policy held by the Great -West Life Assurance Company a copy of the terms of which is held by each Employee.

(d) *Long Term Disability Plan -*

Subject to the terms and conditions of the existing policy with Great-West Life Assurance Company a copy of the terms of which is held by each 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.

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

During the life of this Agreement and subject to Clause 17.03, the Company agrees to continue, to eligible Temporary Employees, the benefits listed below:

- (a) Group Life Insurance and Dependent Life Insurance - Subject to the terms and conditions of the policy with the Great-West Life Assurance Company, a copy of the terms of which is held by each Temporary Employee.
- (b) Accidental Death and Dismemberment Insurance - Subject to the terms and conditions of the existing policy with the Citadel Assurance Company a copy of the terms of which is held by each Temporary Employee.
- (c) Medical and Hospital Benefit Plan - Subject to the terms and conditions of the existing policy held by the Great-West Life Assurance Company a copy of the terms of which is held by each Temporary Employee.
- (d) Long Term Disability Plan - Subject to the terms and conditions of the existing policy with Great-West Life Assurance Company a copy of the terms of which is held by each Temporary Employee.

### **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 and subject to the terms and conditions of the existing policy with Citadel General Assurance Company, the Company will continue to provide at its expense Accidental Death and Dismemberment Insurance on an occupational basis only in the amount of Fifty Thousand Dollars (\$50,000.00) for each new Employee until the Employee is eligible for coverage under the Insurance and Benefit Plans outlined in this Article.

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

#### **Pension:**

Regular Employees **hired prior to the date of signing** shall be entitled to pension benefits in accordance with the terms of the Newfoundland Power Inc. Retirement Income Plan. **Regular Employees hired after date of signing 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.

**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.**

**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 of the Group RRSP.

**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 (20) 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 effective date of signing, 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 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.

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 of this Clause.

**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**

To qualify for sick leave benefits, an Employee shall report to their immediate supervisor, or other persons designated by the Company, that they are sick, as soon as practical after becoming sick, stating the expected duration of the illness, if possible.

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

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

The Company may, for reason only, make a request in writing to an Employee that they procure a "Medical Certificate" stating that they are fit to perform their duties.

The Company may request that the Employee visit **or communicate with** a Medical Practitioner of the Company's choice 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 certificate, it shall 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 Surveyor's Assistant, Collector and Messenger.

Effective 2002/10/01 - Four hundred dollars (\$400.00)

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 work assignment coordinator.

Effective 2002/10/01 - One hundred and thirty dollars (\$130.00)

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.

### **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.

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.

## **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 and subject to Legislation the Regular Employee will pay the premium in whole for the period of their absence.

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.

## **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**. 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. In order to retain the Company's Insurance and Benefit Plans under Article 17, 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 will be provided to a Regular Employee equal to 10% of the base salary that would normally have been received during the approved educational leave 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 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 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 E.

**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 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 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 E.**

## **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 date of signing)** 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 date of signing)** 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 based on:

- (1) Satisfactory discharge of duties in current position,
- (2) Qualifications; and
- (3) Bargaining Unit Seniority.

"Qualifications" shall include related experience, related education or a combination of both. Where the factors in (1), (2) and (3) are equal, Service Seniority shall govern.



### **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 provided that:

- 1) The period of temporary duties does not exceed one (1) year, and
- 2) Such Regular 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**.

### **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, Clarenville, 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 B 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 date of signing).**

## **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 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.

**All temporary assignments of a duration of six (6) months or more shall be posted and awarded as per Clause 22.03.**

### **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 full 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 above the Employee's present salary not to exceed the salary of the higher classification at the Step 3 level.**

Regular Employees will be selected for temporary assignment based on the following:

- a) Regular Employees will identify job classifications to which they are eligible to be assigned as defined in Appendix C and would like to be temporarily assigned.
- b) Providing satisfactory performance, ability and qualifications, Regular Employees will be temporarily assigned to the identified position on a rotational basis by Bargaining Unit Seniority for assignments of six (6) weeks or less.
- c) Providing satisfactory performance, ability and qualifications, Regular Employees will be temporarily assigned based on Bargaining Unit Seniority for assignments greater than six (6) weeks.

### **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.**

## **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 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, 2003** and shall remain in full force and effect until and including **September 30, 2008**.

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

After **September 30, 2008**, 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**

### ***CLAUSE 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 13<sup>th</sup> day of April 2004, in the City of St. John's, Newfoundland.

**NEWFOUNDLAND POWER INC.**

Gerard Hayes  
\_\_\_\_\_  
Witness

Karl Smith  
\_\_\_\_\_  
President and Chief Executive Officer

Michael Mulcahy  
\_\_\_\_\_  
Vice President  
Customer & Corporate Services

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

Dianna Ryan  
\_\_\_\_\_  
Witness

Sean O'Leary  
\_\_\_\_\_  
Business Manager

Terry Rose  
\_\_\_\_\_  
President

## **SCHEDULE “A”**

### **CLASSIFICATION**

|   |  |
|---|--|
| Accounting Clerk                                | Edit Clerk                             |
| Accounting Records Clerk                        | Engineering Records Clerk              |
| Area Customer Representative                    | Engineering Clerk                      |
| Area Customer Representative-Entry Level Relief |  |
|   | Messenger                              |
| Billing Statistics Coordinator                  | Meter Records Clerk                    |
| Buyer   |  |
|   | Operations Clerk                       |
| Cafeteria Attendant                             |  |
| Cash Control Clerk                              | Plant Accounting Clerk                 |
| <b>Cash Services Clerk</b>                      | Project Coordinator                    |
| Collector                                       | Purchasing Clerk                       |
| Computer Operator                               |  |
| Cost Clerk                                      | Receptionist                           |
| Customer Account Representative                 | Research Centre Clerk                  |
|   |  |
| Data Entry Clerk                                | <b>Senior Cash Services Clerk</b>      |
| Dispatcher                                      | Senior Computer Operator               |
| Distribution Records Clerk                      | Senior Customer Account Representative |
| Distribution Clerk                              | Senior Draftsperson                    |
| Draftsperson                                    | Senior Mailroom Clerk                  |
|   | Stores Expeditor                       |
|   | Surveyor's Assistant                   |
|   | <b>System Control Dispatcher</b>       |

## SCHEDULE "B"

Wages

- (1) **The first increase to be retroactive from date of signing to October 1, 2003.**
- (2) The schedule of wage increases over the 5 year term to be adjusted as follows:

| % Increase on Base Wage |            |            |            |            |
|-------------------------|------------|------------|------------|------------|
| 2003/10/01              | 2005/01/01 | 2006/01/01 | 2007/01/01 | 2008/01/01 |
| 3%                      | 3%         | 3%         | 3%         | 4%         |

### *GROUP 1*

|                    | Step 1 | Step 2 | Step 3 |
|--------------------|--------|--------|--------|
| <b>01 Oct 2003</b> | 11.20  | 12.60  | 14.00  |
| <b>01 Jan 2005</b> | 11.54  | 12.98  | 14.42  |
| <b>01 Jan 2006</b> | 11.89  | 13.37  | 14.85  |
| <b>01 Jan 2007</b> | 12.25  | 13.77  | 15.30  |
| <b>01 Jan 2008</b> | 12.74  | 14.32  | 15.91  |

### *GROUP 2*

|                    | Step 1 | Step 2 | Step 3 |
|--------------------|--------|--------|--------|
| <b>01 Oct 2003</b> | 12.02  | 13.53  | 15.03  |
| <b>01 Jan 2005</b> | 12.38  | 13.94  | 15.48  |
| <b>01 Jan 2006</b> | 12.75  | 14.36  | 15.94  |
| <b>01 Jan 2007</b> | 13.13  | 14.79  | 16.42  |
| <b>01 Jan 2008</b> | 13.66  | 15.38  | 17.08  |

Accounting Records Clerk

Cafeteria Attendant

---

**GROUP 3**

|                    | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> |
|--------------------|---------------|---------------|---------------|
| <b>01 Oct 2003</b> | 12.86         | 14.47         | 16.09         |
| <b>01 Jan 2005</b> | 13.25         | 14.90         | 16.57         |
| <b>01 Jan 2006</b> | 13.65         | 15.35         | 17.07         |
| <b>01 Jan 2007</b> | 14.06         | 15.81         | 17.58         |
| <b>01 Jan 2008</b> | 14.62         | 16.44         | 18.28         |

Area Customer Account Representative - Entry Level

**Cash Services Clerk**

Data Entry Clerk

Dispatcher

Engineering Clerk

Engineering Records Clerk

Messenger

Meter Records Clerk

Receptionist

Research Centre Clerk

Cashier and Data Entry Operator have merged into the Cash Services Clerk position.

---

**GROUP 4**

|                    | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> |
|--------------------|---------------|---------------|---------------|
| <b>01 Oct 2003</b> | 14.95         | 16.80         | 18.65         |
| <b>01 Jan 2005</b> | 15.40         | 17.30         | 19.21         |
| <b>01 Jan 2006</b> | 15.86         | 17.82         | 19.79         |
| <b>01 Jan 2007</b> | 16.34         | 18.35         | 20.38         |
| <b>01 Jan 2008</b> | 16.99         | 19.08         | 21.20         |

Accounting Clerk

Cash Control Clerk

Distribution Record Clerk

Edit Clerk

Operations Clerk

Purchasing Clerk

Surveyor's Assistant

---

**GROUP 5**

|                    | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> |
|--------------------|---------------|---------------|---------------|
| <b>01 Oct 2003</b> | 16.70         | 18.79         | 20.88         |
| <b>01 Jan 2005</b> | 17.20         | 19.35         | 21.51         |
| <b>01 Jan 2006</b> | 17.72         | 19.93         | 22.16         |
| <b>01 Jan 2007</b> | 18.25         | 20.53         | 22.82         |
| <b>01 Jan 2008</b> | 18.98         | 21.35         | 23.73         |

Computer Operator  
Cost Clerk

**Draftsperson**  
Project Coordinator

**System Control Dispatcher**  
**Senior Cash Services Clerk**

---

**GROUP 6**

|                    | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> |
|--------------------|---------------|---------------|---------------|
| <b>01 Oct 2003</b> | 17.77         | 19.99         | 22.20         |
| <b>01 Jan 2005</b> | 18.30         | 20.59         | 22.87         |
| <b>01 Jan 2006</b> | 18.85         | 21.21         | 23.56         |
| <b>01 Jan 2007</b> | 19.42         | 21.85         | 24.27         |
| <b>01 Jan 2008</b> | 20.20         | 22.72         | 25.24         |

Billing Statistics Coordinator  
Buyer

Collector  
Plant Accounting Clerk

Senior Computer Operator  
Senior Draftsperson

## **SCHEDULE "B"**

### **WAGES (CONT'D)**

#### **Area Customer Representative – Step 1 & 2**

|                    | <b>Step 1</b> | <b>Step 2</b> |
|--------------------|---------------|---------------|
| <b>01 Oct 2003</b> | 16.09         | 18.65         |
| <b>01 Jan 2005</b> | 16.57         | 19.21         |
| <b>01 Jan 2006</b> | 17.07         | 19.79         |
| <b>01 Jan 2007</b> | 17.58         | 20.38         |
| <b>01 Jan 2008</b> | 18.28         | 21.20         |

#### **Area Customer Representative – Step 3 Customer Account Representative**

|                     | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> |
|---------------------|---------------|---------------|---------------|
| <b>01 Oct 2003</b>  | 17.03         | 19.17         | 21.30         |
| <b>01 Jan 2005</b>  | 17.90         | 20.14         | 22.39         |
| <b>01 Jan 2006*</b> | 18.85         | 21.21         | 23.56         |
| <b>01 Jan 2007*</b> | 19.42         | 21.85         | 24.27         |
| <b>01 Jan 2008*</b> | 20.20         | 22.72         | 25.24         |

**Customer Account Representative/Area Customer Representative – Step 3 move to Group 6, implemented over a three (3) year period as per the rates reflected in the table above.**

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

*\*Rates as per Group 6.*

## **SCHEDULE "B"**

### **WAGES (CONT'D)**

- (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 2003/10/01. 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 classifications are required to wear uniforms:

- Collector
- Messenger

(b) Uniforms shall be of a colour and style specified by the Company and consist of:

- Slacks
- Windbreaker with Crest
- Blazer with crest (Collector only)
- Summer Cap with Crest
- Winter Jacket with Crest
- Tie or Scarf
- Winter Cap
- Shirt or Blouse with Crest
- Footwear

(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
- 5 Shirts or Blouses
- 1 Winter Jacket or Spring Jacket
- 2 Windbreakers or 2 Blazers with Crest
- 2 Ties or Scarves
- 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
- 2 Ties or Scarves
- 5 Shirts or Blouses
- 1 Summer Cap with Crest
- 1 Windbreaker with Crest  
or 1 Blazer with Crest  
or 1 Winter Jacket  
or 1 Spring 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 or blazers where it is mutually agreed between the Regular Employee and the Supervisor that the replacement windbreakers or blazers are not required. Substitution shall be made based on the following weighting:

- 6 Blazers
- 3 Windbreaker
- 3 Slacks
- 1 Shirts/Blouses

e.g.: 1 Blazer = 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 or blazer 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.

It will be acceptable on particularly warm summer days to remove the windbreaker, cap and tie or scarf and during extreme winter weather for Regular Employees to wear their own skidoo suits over the uniform. Wearing the cap will be optional, however, if headgear is worn it must be the uniform cap.

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

(h) The uniforms are the property of the Company and will be returned upon termination of employment, reclassification or prolonged leave of absence.

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**APPENDIX A**

---

*LETTER OF UNDERSTANDING*

---

This letter sets forth the understanding reached during negotiations regarding the introduction of job sharing, flexible hours and alternate hours of work.

The Company and the Union agree it would be beneficial for both parties to participate in job sharing, flexible hours and alternate hours of work.

It is agreed that the Company and the Union shall discuss and negotiate terms and conditions prior to any implementation of the above noted working arrangements.

Sean O'Leary

Business Manager  
IBEW Local 1620

April 13, 2004

Date Signed

Robert Pike

Manager of Human Resources  
Newfoundland Power

April 13, 2004

Date Signed

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**APPENDIX B**

---

*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.

Sean O'Leary  
Business Manager  
IBEW Local 1620

April 13, 2004  
Date Signed

Robert Pike  
Manager of Human Resources  
Newfoundland Power

April 13, 2004  
Date Signed

## APPENDIX C

### CLASSIFICATIONS

| Temporary Assignment                   | Eligible Job Classification<br>Presently or Previously Occupied   |  |
|--|---|--|
| Accounting Records Clerk               | -   | -  |
| Cafeteria Attendant                    | -   | -  |
| <del>Cashier</del> Cash Services Clerk | Accounting Records Clerk<br>Cafeteria Attendant<br>Data Entry Clerk<br>Engineering Clerk<br>Engineering Records Clerk | Meter Records Clerk<br>Messenger<br>Receptionist<br>Research Centre Clerk                      |
| Data Entry Clerk                       | Data Entry Clerk  | Engineering Clerk  |
| Dispatcher                             | -   | -  |
| Engineering Clerk                      | <b>Cash Services Clerk</b><br>Data Entry Clerk<br>Meter Records Clerk   | Receptionist<br>Research Centre Clerk  |
| Engineering Records Clerk              | Meter Records Clerk<br>Receptionist   | Research Centre Clerk  |
| Meter Records Clerk                    | Accounting Records Clerk<br><b>Cash Services Clerk</b>  | Data Entry Clerk<br>Engineering Clerk  |
| Messenger                              | Any Classifications in Groups 2 & 3   |  |
| Receptionist                           | Accounting Records Clerk<br><b>Cash Services Clerk</b><br>Data Entry Clerk  | Engineering Clerk<br>Engineering Records Clerk<br>Meter Records Clerk<br>Research Centre Clerk |

## APPENDIX C

### CLASSIFICATIONS (CONT'D)

| Temporary Assignment              | Eligible Job Classification<br>Presently or Previously Occupied            |   |
|-----------------------------------|--|---|
| Research Centre Clerk             | Accounting Records Clerk<br><b>Cash Services Clerk</b><br>Data Entry Clerk | Engineering Clerk<br>Engineering Records Clerk<br>Meter Records Clerk<br>Receptionist |
| Accounting Clerk                  | Purchasing Clerk   |   |
| Distribution Records Clerk        | Engineering Clerk<br>Dispatcher<br>Meter Records Clerk                     | Accounting Clerk<br>Operations Clerk<br>Purchasing Clerk                              |
| Edit Clerk                        | Accounting Records Clerk<br><b>Cash Services Clerk</b><br>Data Entry Clerk | Engineering Clerk<br>Meter Records Clerk<br>Accounting Clerk<br>Purchasing Clerk      |
| Operations Clerk                  | Engineering Clerk<br>Dispatcher<br>Distribution Records Clerk              | Meter Records Clerk<br>Accounting Clerk<br>Purchasing Clerk                           |
| Printing Technician               | -  |   |
| Purchasing Clerk                  | Accounting Clerk   |   |
| Cost Clerk                        | Accounting Clerk<br>Distribution Records Clerk                             | Operations Clerk<br>Purchasing Clerk  |
| Customer Accounts Representatives | Accounting Clerk<br>Edit Clerk   | Purchasing Clerk  |
| Desktop Publishing Clerk          | -  |   |
| Project Coordinator               | Cost Clerk<br>Distribution Records Clerk                                   | Operations Clerk  |
| Buyer                             | Purchasing Clerk   |   |

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**APPENDIX C**

---

*CLASSIFICATIONS (CONT'D)*

---

| <b>Temporary Assignment</b> | <b>Eligible Job Classification<br/>Presently or Previously Occupied</b> |                  |
|-----------------------------|---|------------------|
| Collector                   | Customer Accounts<br>Representative                                     |                  |
| Equipment Coordinator       | -   | -                |
| Plant Accounting Clerk      | Accounting Clerk<br>Cost Clerk  | Purchasing Clerk |
| Senior Draftsman            | -   | -                |
| Statistical Clerk           | -   | -                |
| Stores Expeditor            | Purchasing Clerk  |                  |

Notwithstanding the above, if a Regular Employee has the required qualifications for a position to which they would like to be temporarily assigned, they may apply in writing to Human Resources. They should document the qualifications they have which are pertinent to the temporary position. If acceptable, Human Resources will consider them for temporary assignment.

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**APPENDIX D**

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*LETTER OF UNDERSTANDING*

---

This letter sets forth the understanding reached during negotiations with respect to the review of classifications.

It is agreed that a Classification Review Committee be established by December 31, 1993. The objective, Structure and procedures of this committee shall be as outlined in the Classification Review Proposal dated February 22, 1993 as established by a joint Company/Union committee.

Once all clerical classifications are evaluated and pay groupings established, the following outcomes can be anticipated:

- (1) Salaries of some Employees above established salary ranges and job rates; or
- (2) Salaries of some Employees below established salary ranges and job rates; or
- (3) Salaries of some Employees consistent with established salary ranges and job rates.

It is agreed that the outcomes of this specific review process will be implemented in the following manner:

- (a) For salaries described under (1) above, the Employee's salary shall be frozen until the established salary range equals or exceeds the frozen salary. Any subsequent negotiated increases shall apply.
- (b) For salaries described under (2) above, a series of annual pay adjustments shall be paid until the new salary range is reached. The level of such salary increases shall be determined based on a Company review of numbers of salary changes and the ultimate impact on payroll. The pay adjustments shall include any negotiated economic increase.
- (c) For salaries described under (3) above, no adjustment is required and the Employee will receive any negotiated economic increase. The Classification Review Committee shall be in place for the term of this collective agreement or, if necessary, extended until the committee's mandate is met.

Sean O'Leary  
Business Manager  
IBEW Local 1620

April 13, 2004  
Date Signed

Robert Pike  
Manager of Human Resources  
Newfoundland Power

April 13, 2004  
Date Signed

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## APPENDIX E

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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 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.**



---

*SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN*

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|                    |   |
|--------------------|---|
| Benefit Level      | <b>Except for the first two (2) weeks of pregnancy and adoption leaves</b> the benefit level paid under this Plan is set at <b>85%</b> of the Employee's regular weekly earnings. <b>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.</b>   |
| Benefit Period     | The SUB benefit will be paid for a period of 17 weeks <b>for pregnancy leave and adoption leave.</b>  |
| Effective Date     | The effective date of this plan is <b>on signing date of this Collective Agreement.</b>   |
| SUB Plan Financing | The Plan is financed by the Company<br>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.<br><br>Employees do not have the right to SUB payments except for supplementation of <b>EI</b> benefits for the unemployment period as specified in the Plan.<br><br>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. |

Sean O'Leary  
Business Manager  
IBEW Local 1620

April 13, 2004  
Date Signed

Robert Pike  
Manager of Human Resources  
Newfoundland Power

April 13, 2004  
Date Signed

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**APPENDIX F**

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*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 consideration of a more flexible program design. 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.

Sean O’Leary

Business Manager  
IBEW Local 1620

April 13, 2004

Date Signed

Robert Pike

Manager of Human Resources  
Newfoundland Power

April 13, 2004

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, 2003 –  
September 30, 2008**

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# **CRAFT AGREEMENT**

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***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 3rd day of **May**, A.D. **2004**.

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.

# **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.**

This clause is not to affect the current working arrangements with District Representatives.

### ***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, 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.

### ***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***

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 the Employee Relations Section.

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. (Effective six (6) months from date of signing).**
- c) A copy of all job postings, job appointments, promotions, demotions, and transfers as soon as they are posted.
- d) Names of Employees hired, discharged, retired, deceased or who have resigned.
- e) A copy of any suspensions 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) **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)**

### **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.

#### ***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 rules, as prescribed from time to time in the Company **Health and Safety Standards Manual** or by a 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.

### ***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 Health and Safety Standards 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.

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***

**For the purposes of this clause an injured or disabled Employee shall be referred to as a disabled worker or Employee.**

**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 disabled employees.**

**As per the duties and obligations outlined above, the Company shall provide suitable employment that is available and consistent with the Employee's functional abilities and that, wherever possible, restores the worker's predisability earnings. This may involve the Employee's predisability position with or without modification, a comparable position with or without modification, or a collection of duties that the Employee can perform based upon the Employee's functional abilities. These guidelines may involve accommodation outside the Collective Agreement but only after all reasonable options within the confines of the Collective Agreement have been explored.**

## **ARTICLE 8 - TRAINING AND APPRENTICESHIP**

### ***8.01 - TRAINING PROGRAMMES - CRAFT***

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.
- 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 \$15,000 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.

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. However, **should a job be 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.

Apprentices who achieve Journeyperson status with the Company 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.

## **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 except for janitors, utilitypersons and storekeepers who shall continue their present practice.

**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.

Under no circumstances will an Employee receive a paid lunch break and then qualify for an extra one-half (1/2) hour pay.

### ***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 dollars (\$50.00) 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 BREAK***

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 | 2005/01/01 | 2006/01/01 |
|----------------|-----------------|------------|------------|
|                | 1.20            | 1.30       | 1.40       |

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 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.

### ***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.**

Emergency 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.

Planned overtime will be distributed as equitably as possible among all qualified Employees within a given area and the number of hours worked on emergency overtime will not be a factor in this distribution.

#### ***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. 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 standby pay as follows:

- (a) **The weekly standby rate shall be the hourly trade rate multiplied by eight (8). Daily standby rates shall be computed by dividing the weekly standby rate by seven (7).**
- (b) Employees who work seven (7) consecutive days on standby will be given the choice of compensation by pay as per (a) above or they will be given the choice of banking the equivalent of one (1) day in lieu 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 one and one-half (1 ½) the regular 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) One and one-half (1 ½) times 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 two (2) 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.

#### ***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.

## **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 **thirty-five cents (0.35)** per kilometre.

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 **twenty seven dollars and fifty cents (\$27.50)** 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 **fifteen dollars (\$15.00)**. 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 and they shall be the hours of work for the entire project, 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:**

1. **Employees working from a Temporary Headquarters and are not required to reside away from their normal residence:**



Where the Company offers ten (10) hour days as alternative hours from a Temporary Headquarters and where Employees are not required to reside away from their normal residence the Company will request volunteers for the project. The opportunity for volunteers to work ten (10) hour days will be distributed as equitably as practical.

2. Employees working from a Temporary Headquarters and are required to reside away from their normal residence:

Where the Company requires ten (10) hour days as alternative hours from a Temporary Headquarters, and where all the Employees are required to reside away from their normal residence, the Company may set the hours of work for the project. Where the hours set are ten (10) hour days, Employees assigned to the Temporary Headquarters will, at their option, be rotated at least every four (4) weeks. 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.

3. Employees working from a Temporary Headquarters 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:

Where the Company offers ten (10) hour days as alternative hours from a Temporary Headquarters, and where there are Employees who are required to reside away from their normal residence and Employees who are not required to reside away from their normal residence, both working on the same project, the Company will assign the hours of work to be observed from the Temporary Headquarters for all Employees.

Where the hours set are ten (10) hour days and the Employees are required to reside away from their normal residence, Employees assigned to the Temporary Headquarters will, at their option, be rotated at least every four (4) weeks. 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.

Employees who are required to work from the Temporary Headquarters, and are not required to reside away from their normal residence may opt out of the project, provided they can be replaced by another qualified Employee in their Area. Employees assigned to the Temporary Headquarters will, at their option, be rotated at least every four (4) weeks. 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.

In 2 and 3 above, 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, grandchild or child of a common law spouse.

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 works for a period of time from a Temporary Headquarters and is required to reside away from their normal residence, the Company shall pay for accommodations. Single accommodations will be provided if available at the temporary headquarters. 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) 10-hour days (Monday through Thursday, or Tuesday through Friday) from a Temporary Headquarters and resides away from their normal residence for three (3) consecutive nights. A daily rate will only apply in those instances where an Employee is required to reside away from their normal residence for less than three (3) consecutive nights.

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.

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.

| <b>Per Diem Allowance</b>    | <b>Date of Signing</b> | <b>Jan 1, 2005</b> | <b>Jan 1, 2006</b> | <b>Jan 1, 2007</b> |
|------------------------------|------------------------|--------------------|--------------------|--------------------|
| <b>Breakfast</b>             | <b>\$10.00</b>         | <b>\$10.50</b>     | <b>\$10.50</b>     | <b>\$10.50</b>     |
| <b>Lunch</b>                 | <b>14.00</b>           | <b>14.00</b>       | <b>14.50</b>       | <b>14.50</b>       |
| <b>Dinner</b>                | <b>16.00</b>           | <b>16.00</b>       | <b>16.50</b>       | <b>16.50</b>       |
| <b>Incidentals</b>           | <b>11.00</b>           | <b>11.00</b>       | <b>11.00</b>       | <b>11.50</b>       |
| <b>Total Per Diem DAILY</b>  | <b>\$51.00</b>         | <b>\$51.50</b>     | <b>\$52.50</b>     | <b>\$53.00</b>     |
| <b>Total Per Diem WEEKLY</b> | <b>\$255.00</b>        | <b>\$257.50</b>    | <b>\$262.50</b>    | <b>\$265.00</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 accommodations, per diems, telephone usage and all other expenses. The Travel Allowance shall be paid on either a daily or weekly basis. The Travel Allowance on a weekly basis is \$560.00 or \$112.00 daily. A weekly rate shall only apply when an Employee works four (4) 10-hour days (Monday through Thursday, or Tuesday through Friday) from a Temporary Headquarters and resides away from their normal residence for three (3) consecutive nights. A daily rate will only apply in those instances where an Employee is required to reside away from their normal residence for less than three (3) consecutive nights.

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.

If an Employee is in accommodations for less than three (3) nights, the Employee shall receive \$112.00 for each night and the appropriate Per Diem Meal Allowance for the day that the Employee returns to Normal Headquarters.

Employees who select this option shall travel from their accommodations to Temporary Headquarters on their own time.

This provision is not available to Employees who have elected the Commuting Option outlined in Clause 14.09.

#### *14.09 – COMMUTING OPTION (TEMPORARY HEADQUARTERS)*

**Commuting Option 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 either a daily or weekly basis. A daily rate will only apply to those instances where an employee has worked from a Temporary Headquarters for less than four (4) workdays.** If this option is availed of in conjunction with alternate hours – 14.06, an Employee shall not normally be required to travel more than one hour and a half total travel time in one day when the employee is working a 10-hour day.

Employees who select either of these options shall do so for a minimum of one (1) week period or for the duration of the project whichever is shorter and 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 the **Commuting** Option when road, weather or other conditions make the **Commuting** Option impractical.

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

**Commuting Allowance**

| <i>Daily</i> | Date of Signing | Jan 1, 2005 | Jan 1, 2006 | Jan 1, 2007 |
|--------------|-----------------|-------------|-------------|-------------|
| 0-40 km      |                 | \$35.00     | \$36.00     | \$37.00     |
| 41-80 km     |                 | \$50.00     | \$51.00     | \$52.00     |
| > 81 km      |                 | \$55.00     | \$56.00     | \$57.00     |

| <i>Weekly</i> | Date of Signing | Jan 1, 2005 | Jan 1, 2006 | Jan 1, 2007 |
|---------------|-----------------|-------------|-------------|-------------|
| 0-40 km       |                 | \$175.00    | \$180.00    | \$185.00    |
| 41-80 km      |                 | \$250.00    | \$255.00    | \$260.00    |
| > 81 km       |                 | \$275.00    | \$280.00    | \$290.00    |

Employees shall submit an expense account at the end of each week for payment of **Commuting** Allowance.

Notwithstanding the provisions available in 14.09 (2) above, if Employees are **required** to work from a Temporary Headquarters where they are not required to reside away from normal residence **and are assigned 10-hourdays** as outlined in Clause 14.06, the Company shall provide a vehicle and travel time in this case shall be included in the 10-hour day. The **Commuting** Allowance shall not apply in this case.

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** option. 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 taxi paid for by the Company, the mode of transportation to be at the supervisor’s discretion.

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<br/>(km)</i> | <i>To<br/>(km)</i> | <i>Time each<br/>way</i> |
|----------------------|--------------------|--------------------------|
| 0                    | 50                 | 0.5 hrs                  |
| 51                   | 100                | 1.0 hrs                  |
| 101                  | 150                | 1.5 hrs                  |
| 151                  | 200                | 2.0 hrs                  |
| 201                  | 250                | 2.5 hrs                  |
| 251                  | 300                | 3.0 hrs                  |
| 301                  | 350                | 3.5 hrs                  |
| 351                  | 400                | 4.0 hrs                  |

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 Allowance in accordance with Clause 14.11. Single accommodations will be provided where available.

**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>       |
| <b><i>Christmas Eve</i></b> |                             |                         |

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 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 calendar year as follows:  $\text{Vacation credit} = \frac{\text{Regular workdays in the calendar year}}{\text{vacation rate}}$ .

| Service to be completed in the<br>Vacation Year | Maximum<br>Vacation Rate | Vacation<br>Credits |
|---|--------------------------|---------------------|
| Less than 1 year                                | 26.00                    | 10 days             |
| 1 year, but less than 10 years                  | 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             |
| 25 years  | 10.00                    | 26 days             |
| <b>26 years</b>                                 | <b>9.63</b>              | <b>27 days</b>      |
| <b>27 years</b>                                 | <b>9.29</b>              | <b>28 days</b>      |
| <b>28 years</b>                                 | <b>8.97</b>              | <b>29 days</b>      |
| <b>29 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 15 days shall be granted a vacation premium of three (3) additional days to be taken within the off season 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 five (5) vacation credits.
  - iii. Not greater than a total of fifteen (15) 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.

#### ***16.09 - 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.**

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

If an Employee is admitted to hospital for medical services **or is incapacitated due to day surgery** during their vacation the Company shall, upon receiving **medical** proof from the Employee, allow the working days during which the Employee was admitted **or otherwise incapacitated** and subsequent convalescence to be charged to their sick leave benefit, and allow the Employee to reschedule their transferred vacation credits to a time mutually acceptable to the Company and the Employee.

Notwithstanding the above, upon request by an Employee, the Human Resources Department shall evaluate any other extended illness or injury; and upon receiving medical proof, charge such time, if approved, including the period of convalescence, to their sick leave benefits.

#### ***16.11 - 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 continue, to eligible Regular Employees, the benefits listed below:

- a) *Group Life Insurance and Dependent Life Insurance -*  
Subject to the terms and conditions of the existing policy with the Great -West Life Assurance Company a copy of the terms of which is held by each Regular Employee.
- b) *Accidental Death and Dismemberment Insurance -*  
Subject to the terms and conditions of the existing policy with the Citadel General Assurance Company a copy of the terms of which is held by each Regular Employee.
- c) *Medical and Hospital Benefit Plan -*  
Subject to the terms and conditions of the existing policy held by the Great -West Life Assurance Company a copy of the terms of which is held by each Regular Employee.
- d) *Long Term Disability Plan -*

Subject to the terms and conditions of the existing policy with Great-West Life Assurance Company a copy of the terms of which is held by each 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. 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 eligible Temporary Employees, the benefits listed below:

- a) Group Life Insurance and Dependent Life Insurance - Subject to the terms and conditions of the policy with Great-West Life Assurance Company, as amended to include Temporary Employees, a copy of the terms of which is held by each Temporary Employee.
- b) Accidental Death and Dismemberment Insurance - Subject to the terms and conditions of the existing policy with the Citadel General Assurance Company a copy of the terms of which is held by each Temporary Employee.
- c) Medical and Hospital Benefit Plan - Subject to the terms and conditions of the existing policy with Great-West Life Assurance Company, as amended to include Temporary Employees, a copy of the terms of which is held by each Temporary Employee.
- d) Long Term Disability Plan - Subject to the terms and conditions of the existing policy with Great-West Life Assurance Company, a copy of the terms of which is held by each Temporary Employee.

#### ***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 and subject to the terms and conditions of the existing policy with Citadel General Assurance Company, the Company will continue to provide at its expense Accidental Death and Dismemberment Insurance on an occupational basis only in the amount of Fifty Thousand Dollars (\$50,000) for each new Employee until the employee is eligible for coverage under the Insurance and Benefit Plans outlined in this Article.

## ***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.

**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 (20) 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 date of signing) 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 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.

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:

#### Accumulated Service

Less than sixty (60) days

Sixty (60) days but less than  
Twelve (12) months

Twelve (12) months and over

#### Sick Leave Benefits

Nil

75% of normal straight time pay up to a maximum period of two (2) weeks in the calendar year.

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***

To qualify for sick leave benefits, an Employee shall report to their immediate supervisor, or other persons designated by the Company, that the Employee is sick, as soon as practical after becoming sick, stating the expected duration of the illness, if possible.

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

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

The Company may, for reason only, make a request in writing to an Employee that they procure a "Medical Certificate" stating that they are fit to perform their duties.

The Company may request that the Employee visit **or communicate with** a Medical Practitioner of the Company's choice 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 certificate, 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 (\$400.00) dollars** for rainwear, safety footwear and coveralls shall be issued by the Company to Regular Employees by January 31<sup>st</sup> each year. **Assistant District Representatives who are required to read meters as a part of their normal duties shall receive an additional two hundred (\$200.00) a year effective January 31<sup>st</sup>, 2004.**

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 thirty (130) working days accumulated service will be reimbursed to a maximum of four hundred dollars (\$400.00) 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 Meterperson (except those assigned to the Meter Shop on Topsail Road) 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.



## ARTICLE 20 - LEAVES OF ABSENCE

### *20.01 - BEREAVEMENT LEAVE*

In 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 (12) 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 (12) hour shifts), with no loss of pay, inclusive of the day of the funeral shall be granted.

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 an Employee working twelve (12) 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 (12) 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 or 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 is entitled to all of the rights and privileges granted to Regular Time 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.

#### **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 classification 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 or classification group 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 classification 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 and subject to Legislation the Regular Employee will pay the premium in whole for the period of their absence.

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.

#### **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. In order to retain the Company's Insurance and Benefit Plans under Article 17, 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 Classification Seniority will accrue when an Employee is granted education leave under the provisions of this clause and pay **their Union dues in whole to the Union office for the period of their absence.**

An educational assistance grant will be provided to a Regular Employee equal to 10% of the base salary that would normally have been received during the approved educational leave 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, **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.** 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 or 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 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 C**.

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 will be continued while on parental leave. The Employee will be required to pay their 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, unless the child comes into the care and custody of the parent sooner than expected.

Benefits 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 initial 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 C.

## **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<br>Unattended Power Plant Operator - Lead Hand<br>Power Plant Maintenance<br>Power Plant Maintenance Lead Hand |
|-----------|--|

- |           |            |
|-----------|------------|
| Group (2) | Lineperson |
|-----------|------------|

|                   |  |
|-------------------|--|
|                   | Linecrew Working Foreperson<br>Line Splicer<br>District Representative Assistant<br>Trouble Crew<br>Trouble Crew - Lead Hand |
| Group (3)         | Electrical Maintenance<br>Electrical Maintenance - Lead Hand   |
| Group (4)         | Meterperson<br>Meterperson - Lead Hand   |
| Group (5)         | Patroller<br>Lead Hand Patroller   |
| Group (6)         | Junior Control Room Operator<br>Senior Control Room Operator   |
| Group (7)         | Storekeeper<br>Storekeeper - Lead Hand   |
| Group (8)         | Mechanical Maintenance<br>Mechanical Maintenance - Lead Hand   |
| <b>Group (9)</b>  | <b>Mechanic</b><br><b>Mechanic Lead Hand</b>   |
| <b>Group (10)</b> | <b>Distribution Maintenance</b><br><b>Distribution Maintenance Lead Hand</b>   |

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 date of signing)**, 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 date of signing)** 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.

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.

Service Seniority replaces Classification Seniority in circumstances where Classification Seniorities are equal.

#### ***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 provided that;

- a) The period of temporary duties does not exceed one (1) year, and
- b) Such Regular 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 temporary assignment as per a) and b) above, and remains in the temporary assignment, they shall forfeit their Classification Seniority.

Notwithstanding the above, these conditions shall not apply to Regular Employees replacing District Representatives.

### ***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 POSTING***

In the event that a vacancy occurs or a new position is created within the Bargaining Unit or complementary to it, the Company shall solicit applications by posting on its boards, **including those at a Temporary Headquarters**, notices which shall describe the position, the

qualifications required and the closing date for applications. Such notices shall be of 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.**

**All temporary assignments of a duration of six (6) months or more shall be posted and awarded as per Clause 22.03.**

### ***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 Working Foreperson position shall be selected in accordance with Clause 21.02 and from:

- a) The particular crew when the vacated position was created by a Lead Hand or Linecrew Working Foreperson being absent for six (6) weeks or less.
- b) 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.

Assistant District Representatives who replace District Representatives will receive District Representative's pay, and for purposes of grievance and arbitration shall still be considered part of the Bargaining Unit.

### ***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 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.**

## **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 within the six (6) month probationary period 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 2003** and shall remain in full force and effect until and including the **thirtieth day of September 2008**.

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

After **September 30, 2008**, 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**

### ***CLAUSE 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 **4th** day of **May 2004**, in the City of St. John's, Newfoundland.

**NEWFOUNDLAND POWER INC.**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Vice President  
Customer & Corporate Services

LOCAL NO. 1620  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
President

## SCHEDULE "A"

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### CLASSIFICATION

|   |  |
|---|--|
| Caretaker                                 | Mechanical Maintenance - Lead Hand                       |
| Carpenter                                 | Meter Reader   |
| Carpenter Lead Hand                       | Meter Repairperson                                       |
| Communications Technician I               | Meter Shop Shipping Clerk                                |
| Communications Technician II              | Meter Utilityperson                                      |
| Communications Technician III             | Meterperson  |
| Diesel Plant Operator                     | Meterperson Apprentice                                   |
| Diesel Plant Operator Apprentice          | Meterperson - Lead Hand                                  |
| Distribution Maintenance                  | Patroller  |
| <b>Distribution Maintenance Lead Hand</b> | Patroller - Lead Hand                                    |
| District Representative Assistant         | <b>Planner</b>   |
| Driver Groundperson                       | Power Plant Maintenance                                  |
| Electrical Maintenance                    | Power Plant Maintenance – Lead Hand                      |
| Electrical Maintenance Helper             | <b>Production Operator</b>                               |
| Electrical Maintenance - Lead Hand        | <b>Production Assistant</b>                              |
| Electrical Maintenance Apprentice         | Property Utilityperson                                   |
| Gardener                                  | Property Utilityperson 1 <sup>st</sup> Year              |
| Gardener - Lead Hand                      | Protective Equipment Tester                              |
| Groundperson                              | Protective Equipment Tester Apprentice                   |
| Handyperson                               | Senior Control Room Operator                             |
| Inspector Climber                         | Steam Plant Operator Assistant, 1 <sup>st</sup> Position |
| Janitor                                   | Steam Plant Operator Assistant, 2 <sup>nd</sup> Position |
| Junior Control Room Operator              | Steam Plant Operator Assistant, 3 <sup>rd</sup> Position |
| Labourer                                  | Storekeeper  |
| Labourer - Blaster                        | Storekeeper - Lead Hand                                  |
| Linecrew Working Foreperson               | Transportation Service                                   |
| Line Inspector I                          | Trouble Crew   |
| Line Inspector I - 1 <sup>st</sup> Year   | Trouble Crew - Lead Hand                                 |
| Line Inspector II                         | Unattended Power Plant Operator                          |
| Lineperson                                | Unattended Power Plant Operator - Lead Hand              |
| Lineperson Apprentice                     | Utilityperson  |
| Line Splicer                              | Utilityperson Construction                               |
| Maintenance Assistant - Non-Journeyman    | Utilityperson Construction - Lead Hand                   |
| Maintenance - Equipment                   | Vehicle & Equipment Utilityperson                        |
| Maintenance - Transformer Shop            |  |
| Mechanic                                  |  |
| Mechanic - Lead Hand                      |  |
| Mechanical Maintenance                    |  |
| Mechanical Maintenance Helper             |  |



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## SCHEDULE "B"

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### *WAGES*

- (1) The proposed base pay increase to be retroactive to October 1, 2003.
- (2) The schedule of wage increases over the 5-year term to be adjusted as follows:

| % Increase on Base Wage |            |            |            |            |
|-------------------------|------------|------------|------------|------------|
| 2003/10/01              | 2005/01/01 | 2006/01/01 | 2007/01/01 | 2008/01/01 |
| 3%                      | 3%         | 3%         | 3%         | 4%         |

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**A special adjustment of 2%, October 1, 2003, and 2%, January 1, 2005 for Line, Electrical Maintenance, Mechanical Maintenance, Mechanics, Communication Technicians Meterpersons, and Senior and Junior Control Room Operators.**

**The Meterperson increases will apply after adjustment to trade rate. All future hires in the Meterperson position will require a three (3) year technology program or an equivalent of education and experience.**

**The classifications of Hydro Plant Operator, Unattended Power Plant Operator and Power Plant Maintenance shall be combined and compensated at the existing Unattended Power Plant Operator rate.**

**A one-time vacation enhancement of one (1) week will be provided to all non-trades Regular Employees and Long-Term Temporary Employees in the Craft bargaining unit, effective date of signing.**

## SCHEDULE "B"

| CLASSIFICATION                                     | Present      | 01-Oct-03    | 01-Jan-05    | 01-Jan-06    | 01-Jan-07    | 01-Jan-08    |
|--|--------------|--------------|--------------|--------------|--------------|--------------|
| Caretaker  | \$17.06      | \$17.57      | \$18.10      | \$18.64      | \$19.20      | \$19.97      |
| Caretaker 1 <sup>st</sup> Year                     | 15.18        | 15.64        | 16.11        | 16.59        | 17.09        | 17.77        |
| Carpenter  | 19.32        | 19.90        | 20.50        | 21.12        | 21.75        | 22.62        |
| Carpenter Lead Hand                                | 20.70        | 21.32        | 21.96        | 22.62        | 23.30        | 24.23        |
| Communications Technician I                        | 23.08        | 24.23        | 25.44        | 26.20        | 26.99        | 28.09        |
| 6 <sup>th</sup> Year 92.5%                         |              |              |              |              |              |              |
| 5 <sup>th</sup> Year 85%                           |              |              |              |              |              |              |
| 4 <sup>th</sup> Year 77.5%                         |              |              |              |              |              |              |
| 3 <sup>rd</sup> Year 70%                           |              |              |              |              |              |              |
| 2 <sup>nd</sup> Year 62.5%                         |              |              |              |              |              |              |
| 1 <sup>st</sup> Year 55%                           |              |              |              |              |              |              |
| Communications Technician II                       | 24.42        | 25.64        | 26.92        | 27.73        | 28.56        | 29.70        |
| 6 <sup>th</sup> Year 92.5%                         |              |              |              |              |              |              |
| 5 <sup>th</sup> Year 85%                           |              |              |              |              |              |              |
| 4 <sup>th</sup> Year 77.5%                         |              |              |              |              |              |              |
| 3 <sup>rd</sup> Year 70%                           |              |              |              |              |              |              |
| 2 <sup>nd</sup> Year 62.5%                         |              |              |              |              |              |              |
| 1 <sup>st</sup> Year 55%                           |              |              |              |              |              |              |
| Communications Technician III                      | 26.14        | 27.45        | 28.82        | 29.68        | 30.57        | 31.79        |
| 6 <sup>th</sup> Year 92.5%                         |              |              |              |              |              |              |
| 5 <sup>th</sup> Year 85%                           |              |              |              |              |              |              |
| 4 <sup>th</sup> Year 77.5%                         |              |              |              |              |              |              |
| 3 <sup>rd</sup> Year 70%                           |              |              |              |              |              |              |
| 2 <sup>nd</sup> Year 62.5%                         |              |              |              |              |              |              |
| 1 <sup>st</sup> Year 55%                           |              |              |              |              |              |              |
| Diesel Plant Operator                              | 21.75        | 22.40        | 23.07        | 23.76        | 24.47        | 25.45        |
| Distribution Maintenance                           | 18.54        | 19.10        | 19.67        | 20.26        | 20.87        | 21.70        |
| Distribution Maintenance 2 <sup>nd</sup> Year      | 17.09        | 17.60        | 18.13        | 18.67        | 19.23        | 20.00        |
| Distribution Maintenance 1 <sup>st</sup> Year      | 15.67        | 16.14        | 16.62        | 17.12        | 17.63        | 18.34        |
| <b>Distribution Maintenance Lead Hand</b>          | <b>20.00</b> | <b>20.60</b> | <b>21.22</b> | <b>21.86</b> | <b>22.52</b> | <b>23.42</b> |
| District Representative Assistant                  | 23.65        | 24.83        | 26.07        | 26.85        | 27.66        | 28.77        |
| Driver Groundperson                                | 18.97        | 19.54        | 20.13        | 20.73        | 21.35        | 22.20        |
| Driver Groundperson 1 <sup>st</sup> Year           | 16.98        | 17.49        | 18.01        | 18.55        | 19.11        | 19.87        |
| Electrical Maintenance                             | 23.65        | 24.83        | 26.07        | 26.85        | 27.66        | 28.77        |
| Electrical Maintenance Helper                      | 18.68        | 19.24        | 19.82        | 20.41        | 21.02        | 21.86        |
| Electrical Maintenance Helper 2 <sup>nd</sup> Year | 17.19        | 17.71        | 18.24        | 18.79        | 19.35        | 20.12        |
| Electrical Maintenance Helper 1 <sup>st</sup> Year | 15.67        | 16.14        | 16.62        | 17.12        | 17.63        | 18.34        |
| Electrical Maintenance - Lead Hand                 | 25.31        | 26.58        | 27.91        | 28.75        | 29.61        | 30.79        |
| Gardener   | 16.63        | 17.13        | 17.64        | 18.17        | 18.72        | 19.47        |
| Gardener - Lead Hand                               | 17.80        | 18.33        | 18.88        | 19.45        | 20.03        | 20.83        |
| Groundperson                                       | 18.54        | 19.10        | 19.67        | 20.26        | 20.87        | 21.70        |
| Groundperson 1 <sup>st</sup> Year                  | 16.56        | 17.06        | 17.57        | 18.10        | 18.64        | 19.39        |
| Handyperson  | 17.84        | 18.38        | 18.93        | 19.50        | 20.09        | 20.89        |
| Handyperson 1 <sup>st</sup> Year                   | 16.18        | 16.67        | 17.17        | 17.69        | 18.22        | 18.95        |

| <b>CLASSIFICATION</b>                                     | <b>Present</b> | <b>01-Oct-03</b> | <b>01-Jan-05</b> | <b>01-Jan-06</b> | <b>01-Jan-07</b> | <b>01-Jan-08</b> |
|---|----------------|------------------|------------------|------------------|------------------|------------------|
| Inspector Climber   | 25.31          | 26.58            | 27.91            | 28.75            | 29.61            | 30.79            |
| Janitor   | 17.06          | 17.57            | 18.10            | 18.64            | 19.20            | 19.97            |
| Janitor 1 <sup>st</sup> Year                              | 15.18          | 15.64            | 16.11            | 16.59            | 17.09            | 17.77            |
| Junior Control Room Operator                              | 25.36          | 26.63            | 27.96            | 28.80            | 29.66            | 30.85            |
| Labourer  | 15.67          | 16.14            | 16.62            | 17.12            | 17.63            | 18.34            |
| Labourer - Blaster  | 18.54          | 19.10            | 19.67            | 20.26            | 20.87            | 21.70            |
| Labourer - Blaster 1 <sup>st</sup> Year                   | 16.56          | 17.06            | 17.57            | 18.10            | 18.64            | 19.39            |
| Linecrew Working Foreperson                               | 25.31          | 26.58            | 27.91            | 28.75            | 29.61            | 30.79            |
| Line Inspector I  | 20.27          | 20.88            | 21.51            | 22.16            | 22.82            | 23.73            |
| Line Inspector I - 1 <sup>st</sup> Year                   | 18.24          | 18.79            | 19.35            | 19.93            | 20.53            | 21.35            |
| Line Inspector II   | 22.77          | 23.45            | 24.15            | 24.87            | 25.62            | 26.64            |
| Lineperson  | 23.65          | 24.83            | 26.07            | 26.85            | 27.66            | 28.77            |
| Line Splicer  | 24.28          | 25.49            | 26.76            | 27.56            | 28.39            | 29.53            |
| Maintenance Assistant - Non-Journeyperson                 | 20.72          | 21.34            | 21.98            | 22.64            | 23.32            | 24.25            |
| Maintenance - Equipment                                   | 20.72          | 21.34            | 21.98            | 22.64            | 23.32            | 24.25            |
| Maintenance - Transformer Shop                            | 20.72          | 21.34            | 21.98            | 22.64            | 23.32            | 24.25            |
| Mechanic  | 23.65          | 24.83            | 26.07            | 26.85            | 27.66            | 28.77            |
| Mechanic - Lead Hand                                      | 25.31          | 26.58            | 27.91            | 28.75            | 29.61            | 30.79            |
| Mechanical Maintenance                                    | 23.65          | 24.83            | 26.07            | 26.85            | 27.66            | 28.77            |
| Mechanical Maintenance Helper                             | 18.68          | 19.24            | 19.82            | 20.41            | 21.02            | 21.87            |
| Mechanical Maintenance - Lead Hand                        | 25.31          | 26.58            | 27.91            | 28.75            | 29.61            | 30.79            |
| Meter Reader  | 17.78          | 18.31            | 18.86            | 19.43            | 20.01            | 20.81            |
| Meter Repairperson  | 19.76          | 20.35            | 20.96            | 21.59            | 22.24            | 23.13            |
| Meter Repairperson 2 <sup>nd</sup> Year                   | 18.21          | 18.76            | 19.32            | 19.90            | 20.50            | 21.32            |
| Meter Repairperson 1 <sup>st</sup> Year                   | 16.67          | 17.17            | 17.69            | 18.22            | 18.77            | 19.52            |
| Meter Shop Shipping Clerk                                 | 18.73          | 19.29            | 19.87            | 20.47            | 21.08            | 21.92            |
| Meter Shop Shipping Clerk 1 <sup>st</sup> Year            | 16.87          | 17.38            | 17.90            | 18.44            | 18.99            | 19.75            |
| Meter Utilityperson                                       | 16.91          | 17.42            | 17.94            | 18.48            | 19.03            | 19.79            |
| Meter Utilityperson 1 <sup>st</sup> Year                  | 15.67          | 16.14            | 16.62            | 17.12            | 17.63            | 18.34            |
| Meterperson   | 23.65          | 24.83            | 26.07            | 26.85            | 27.66            | 28.77            |
| Meterperson - Lead Hand                                   | 25.31          | 26.58            | 27.91            | 28.75            | 29.61            | 30.79            |
| Patroller   | 17.96          | 18.50            | 19.06            | 19.63            | 20.22            | 21.03            |
| Patroller 1 <sup>st</sup> Year                            | 16.33          | 16.82            | 17.32            | 17.84            | 18.38            | 19.12            |
| Patroller - Lead Hand                                     | 19.21          | 19.79            | 20.38            | 20.99            | 21.62            | 22.48            |
| <b>Planner</b>  | <b>26.14</b>   | <b>27.45</b>     | <b>28.82</b>     | <b>29.68</b>     | <b>30.57</b>     | <b>31.79</b>     |
| Power Plant Maintenance                                   | 21.75          | 22.40            | 23.07            | 23.76            | 24.47            | 25.45            |
| Power Plant Maintenance – Lead Hand                       | 23.29          | 23.99            | 24.71            | 25.45            | 26.21            | 27.26            |
| <b>Production Assistant</b>                               | <b>16.12</b>   | <b>16.60</b>     | <b>17.10</b>     | <b>17.61</b>     | <b>18.14</b>     | <b>18.87</b>     |
| <b>Production Operator</b>                                | <b>18.69</b>   | <b>19.25</b>     | <b>19.83</b>     | <b>20.42</b>     | <b>21.03</b>     | <b>21.87</b>     |
| Property Utilityperson                                    | 17.84          | 18.38            | 18.93            | 19.50            | 20.09            | 20.89            |
| Property Utilityperson 1 <sup>st</sup> Year               | 16.18          | 16.67            | 17.17            | 17.69            | 18.22            | 18.95            |
| Protective Equipment Tester                               | 20.85          | 21.48            | 22.12            | 22.78            | 23.46            | 24.40            |
| Protective Equipment Tester 2 <sup>nd</sup> Year          | 19.03          | 19.60            | 20.19            | 20.80            | 21.42            | 22.28            |
| Protective Equipment Tester 1 <sup>st</sup> Year          | 17.78          | 18.31            | 18.86            | 19.43            | 20.01            | 20.81            |
| Senior Control Room Operator                              | 27.13          | 28.49            | 29.91            | 30.81            | 31.73            | 33.00            |
| Steam Plant Operator Assistant - 1 <sup>st</sup> Position |                | -                | -                | -                | -                | -                |
| 1 <sup>st</sup> Class Ticket                              | 26.54          | 27.34            | 28.16            | 29.00            | 29.87            | 31.06            |

| <b>CLASSIFICATION</b>                                     | <b>Present</b> | <b>01-Oct-03</b> | <b>01-Jan-05</b> | <b>01-Jan-06</b> | <b>01-Jan-07</b> | <b>01-Jan-08</b> |
|---|----------------|------------------|------------------|------------------|------------------|------------------|
| 2 <sup>nd</sup> Class Ticket                              | 25.11          | 25.86            | 26.64            | 27.44            | 28.26            | 29.39            |
| 3 <sup>rd</sup> Class Ticket                              | 23.09          | 23.78            | 24.49            | 25.22            | 25.98            | 27.02            |
| Steam Plant Operator Assistant - 2 <sup>nd</sup> Position |                | -                | -                | -                | -                | -                |
| 2 <sup>nd</sup> Class Ticket                              | 24.64          | 25.38            | 26.14            | 26.92            | 27.73            | 28.84            |
| 3 <sup>rd</sup> Class Ticket                              | 22.63          | 23.31            | 24.01            | 24.73            | 25.47            | 26.49            |
| 4 <sup>th</sup> Class Ticket                              | 20.90          | 21.53            | 22.18            | 22.85            | 23.54            | 24.48            |
| Steam Plant Operator Assistant - 3 <sup>rd</sup> Position |                | -                | -                | -                | -                | -                |
| 2 <sup>nd</sup> Class Ticket                              | 23.48          | 24.18            | 24.91            | 25.66            | 26.43            | 27.49            |
| 3 <sup>rd</sup> Class Ticket                              | 19.76          | 20.35            | 20.96            | 21.59            | 22.24            | 23.13            |
| 4 <sup>th</sup> Class Ticket                              | 19.24          | 19.82            | 20.42            | 21.03            | 21.66            | 22.53            |
| Storekeeper   | 18.69          | 19.25            | 19.83            | 20.42            | 21.03            | 21.87            |
| Storekeeper 2 <sup>nd</sup> Year                          | 17.64          | 18.17            | 18.72            | 19.28            | 19.86            | 20.65            |
| Storekeeper 1 <sup>st</sup> Year                          | 16.58          | 17.08            | 17.59            | 18.12            | 18.66            | 19.41            |
| Storekeeper - Lead Hand                                   | 20.00          | 20.60            | 21.22            | 21.86            | 22.52            | 23.42            |
| Transportation Service                                    | 15.62          | 16.09            | 16.57            | 17.07            | 17.58            | 18.28            |
| Trouble Crew  | 23.65          | 24.83            | 26.07            | 26.85            | 27.66            | 28.77            |
| Trouble Crew - Lead Hand                                  | 25.31          | 26.58            | 27.91            | 28.75            | 29.61            | 30.79            |
| Unattended Power Plant Operator                           | 21.75          | 22.40            | 23.07            | 23.76            | 24.47            | 25.45            |
| Unattended Power Plant Operator -Lead Hand                | 23.29          | 23.99            | 24.71            | 25.45            | 26.21            | 27.26            |
| Utilityperson   | 17.84          | 18.38            | 18.93            | 19.50            | 20.09            | 20.89            |
| Utilityperson 1 <sup>st</sup> Year                        | 16.18          | 16.67            | 17.17            | 17.69            | 18.22            | 18.95            |
| Utilityperson Construction                                | 18.90          | 19.47            | 20.05            | 20.65            | 21.27            | 22.12            |
| Utilityperson Construction - Lead Hand                    | 20.22          | 20.83            | 21.45            | 22.09            | 22.75            | 23.66            |
| Vehicle & Equipment Maintenance                           | 16.91          | 17.42            | 17.94            | 18.48            | 19.03            | 19.79            |
| Vehicle & Equipment                                       | 15.67          | 16.14            | 16.62            | 17.12            | 17.63            | 18.34            |
| Maintenance 1 <sup>st</sup> Year                          |                | -                | -                | -                | -                | -                |
| Vehicle & Equipment Utilityperson                         | 17.59          | 18.12            | 18.66            | 19.22            | 19.80            | 20.59            |
| Vehicle & Equipment Utilityperson 1 <sup>st</sup> Year    | 16.35          | 16.84            | 17.35            | 17.87            | 18.41            | 19.15            |

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## SCHEDULE "B"

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### WAGES

The following schedule will apply to Apprentices:

|                      |  |
|----------------------|--|
| Apprentice Grade I   | 1 <sup>st</sup> six months, 50% of Tradesperson's Rate<br>2 <sup>nd</sup> six months, 55% of Tradesperson's Rate |
| Apprentice Grade II  | 1 <sup>st</sup> six months, 60% of Tradesman's Rate<br>2 <sup>nd</sup> six months, 65% of Tradesperson's Rate    |
| Apprentice Grade III | 1 <sup>st</sup> six months, 70% of Tradesperson's Rate<br>2 <sup>nd</sup> six months, 75% of Tradesperson's Rate |
| Apprentice Grade IV  | 1 <sup>st</sup> six months, 82% of Tradesperson's Rate<br>2 <sup>nd</sup> six months, 90% of Tradesperson's Rate |

1. Linecrew Working Forepersons 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 ninety-five cents (\$0.95) per hour above the Linecrew Working Foreperson 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 fifty (\$0.50) cents 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.
3. Employees classified as Labourers who are assigned to the gardening crew between the period May 1 inclusive to October 31 shall be reclassified to Gardener. This shall apply only to the gardening crew assignments at Headquarters.

*WAGES (CONTINUED)*

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 job redundancy or a medical condition shall receive the negotiated wage increase effective **2003/10/01**. No subsequent increases will apply until the job rate of the lower paying classification equals or exceeds the frozen job rate.

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## SCHEDULE "C"

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### *UNIFORM ALLOTMENT*

Regular Employees in the Meter Reader and Meterperson (except Meterpersons located at the Meter Shop, Topsail Road) classification are required to wear uniforms.

a) Uniforms shall be of a colour and style specified by the Company and consist of:

|                                   |   |
|-----------------------------------|---|
| Slacks                            | Gortex Winter Jacket (Meter Readers only) |
| Windbreaker with Crest            | Winter Jacket with Crest                  |
| Shirt or Blouse with Crest        | Spring Jacket with Crest                  |
| Tie or Scarf                      | Footwear                                  |
| 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                           |
| 2 Windbreakers with Crest           | 5 Shirts or Blouses                         |
| 2 Ties or Scarves                   | 1 Summer Cap                                |
| 1 Winter Jacket or<br>Spring Jacket | 1 Winter Cap                                |
|                                     | 1 Pair Snow Pants (Meter Readers only)      |
|                                     | 1 Winter Toque (Meter Readers only)         |
|                                     | 1 Gortex Winter Jacket (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
- 1 Windbreaker with Crest or one Winter Jacket or one Spring Jacket
- 5 Shirts or Blouses
- 2 Ties or Scarves
- 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                 | 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.
- For Employees it will be acceptable on particularly warm summer days to remove the windbreaker, cap and tie or scarf and during extreme winter weather for employees to wear their own skidoo suit over the uniform. Wearing the cap and tie or scarf will be optional, however, if headgear is worn it must be the uniform cap.
- The Uniform shall not be worn during off duty hours except for travelling to and from the place of work.
- g) The uniforms are the property of the Company and will be returned upon termination of employment, reclassification or prolonged leave of absence.



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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.

Frank Baggs  
William Kennedy Jr.  
Neil Caravan  
Bernard Lewis  
Ray Boland  
**William Philips**

Robert Bartlett  
Leonard Caravan  
Gordon Scott  
Morgan Lundrigan  
Harris Gates

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Business Manager  
IBEW Local 1620

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Date Signed

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Manager of Human Resources  
Newfoundland Power

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Date Signed

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**APPENDIX B**

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*LETTER OF UNDERSTANDING*

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This letter sets forth the understanding reached during negotiations with regard to Temporary Meter Readers except those employed for summer or other relief work.

The following Temporary Meter Readers are entitled to all of those rights and privileges granted to Regular Employees under Articles 16, 17, 18 and 19 of this Agreement:

Mark Connors

It is agreed that no other Temporary Meter Reader will be hired under this arrangement.

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Business Manager  
IBEW Local 1620

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Date Signed

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Manager of Human Resources  
Newfoundland Power

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Date Signed

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## APPENDIX C

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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 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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***SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN***

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|                    |   |
|--------------------|---|
| Benefit Level      | <b>Except of the first two (2) weeks of pregnancy and adoption leaves</b> the benefit level paid under this Plan is set at 85% of the employee's regular weekly earnings. <b>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.</b>   |
| 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 <b>the date of signing of this collective agreement.</b>   |
| SUB Plan Financing | The Plan is financed by the Company<br><br>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.<br><br>Employees do not have the right to SUB payments except for supplementation of <b>EI</b> benefits for the unemployment period as specified in the Plan.<br><br>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. |

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Business Manager  
IBEW Local 1620

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Date Signed

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Manager of Human Resources  
Newfoundland Power

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Date Signed

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## APPENDIX D

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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.

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Business Manager  
IBEW Local 1620

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Date Signed

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Manager of Human Resources  
Newfoundland Power

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Date Signed

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## APPENDIX E

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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 consideration of a more flexible program design. 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.

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Business Manager  
IBEW Local 1620

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Date Signed

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Manager of Human Resources  
Newfoundland Power

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Date Signed

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## APPENDIX F

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### *LETTER OF UNDERSTANDING*

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The position Technologist Assistant will be incorporated into the Craft group in accordance with Clause 22.01 – Introduction of New Classes of Work. The Company and the Union agree that the addition of this position is for the sole purpose of accommodating the present incumbent, Wallace Russell, who can no longer perform the duties of District Representative. It is further agreed that the position will encompass an eight (8) hour work day and the Lineperson rate of pay will apply and will serve as a benchmark for future increases. It is also agreed that this position will be dissolved when the present incumbent leaves the position, and before any other position in the Craft bargaining unit is deemed to be redundant in the Gander office. In addition, Fred Brinson will not be laid off while Wallace Russell remains a member of the Craft bargaining unit.

The Technologist Assistant position will include a combination of both union and managerial duties. It is understood that the performance of these managerial duties will not result in them being considered bargaining unit work.

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Business Manager  
IBEW Local 1620

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Date Signed

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Manager of Human Resources  
Newfoundland Power

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Date Signed

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**APPENDIX G**

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*LETTER OF UNDERSTANDING*

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It is understood that the sole incumbent of the Inspector Climber position, Douglas Crummey, will continue to be classified as an Inspector Climber and this position will be dissolved when he leaves the position. It is also agreed that the Linecrew Working Foreperson position's rate will be the rate of pay for the Inspector Climber position and will serve as a benchmark for future increases. It is also understood that in the future, the responsibilities of the Inspector Climber position will be incorporated into the duties of the Linecrew Working Foreperson position.

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Business Manager  
IBEW Local 1620

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Date Signed

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Manager of Human Resources  
Newfoundland Power

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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 during negotiations between Newfoundland Power Inc (the Company) and the International Brotherhood of Electrical Workers, Local 1620 (the Union) with respect to the Pension Working Group. It is agreed and accepted by the Company and the Union that the Pension Working Group is separate from the Pension Review Board as set out in Clause 17.05 of the Collective Agreement.

The Pension Working Group will consist of the Business Manager, one (1) Clerical Employee selected by the Union, one (1) Craft Employee selected by the Union, two (2) Management Employees and one (1) Employee from the Human Resources Department. The Pension Working Group will be selected upon ratification of the Collective Agreement and will deliver on its mandate on or before November 30, 2004.

The Pension Working Group's mandate will be to explore the issues and opportunities with merging the existing Group RRSP program into the Defined Benefit Pension Plan and will report to the Senior Management of the Company at the completion of the project. Any subsequent changes as a specific result of this review impacting either the Group RRSP or the Defined Benefit Pension Plan will require the consent of both the Company and the Union.

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Business Manager  
IBEW Local 1620

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Date Signed

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Manager of Human Resources  
Newfoundland Power

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Date Signed