

1 **Q. Page 1-5, lines 9-13: Please list each of Newfoundland Power’s current collective**  
2 **agreements and provide the term of each, the annual wage adjustments for each**  
3 **agreement and any special monetary adjustments agreed to.**  
4

5 A. Newfoundland Power has two collective agreements governing its union employees  
6 represented by the International Brotherhood of Electrical Workers, Local 1620 (the  
7 “IBEW”). Both collective agreements were in effect from October 1<sup>st</sup>, 2014 to  
8 September 30<sup>th</sup>, 2017. Pursuant to Article 26.02 of both agreements, the terms of the  
9 expired agreements continue to remain in force until new agreements are signed. The  
10 collective bargaining process is ongoing between the Company and the IBEW.

11  
12 The negotiated wage adjustments were 3.0% on October 1<sup>st</sup>, 2014, 2.5% on January 1<sup>st</sup>,  
13 2016 and 2.5% on January 1<sup>st</sup>, 2017. A special adjustment was made to the Power  
14 System Operator and Power System Operator Lead Hand hourly wages of 1.5% as a  
15 result of an Atlantic Canada utility salary market review conducted in 2015.

16  
17 Attachment A is the collective agreement between Newfoundland Power and the Clerical  
18 bargaining unit of the IBEW.

19  
20 Attachment B is the collective agreement between Newfoundland Power and the Craft  
21 bargaining unit of the IBEW.

22  
23 Attachment C is the Letter of Understanding between Newfoundland Power and the  
24 bargaining unit of the IBEW signed on November 30, 2015.

**Collective Agreement Between Newfoundland Power  
And The Clerical Bargaining Unit Of The I.B.E.W.**

# **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, 2014  
to  
September 30, 2017**

# 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 cooperation. 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. 2014.**

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:

*CLERICAL*

**Article 1 – Purpose of the 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 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 (5) months and upon completion returns to continue **studying**.

### **2.03 – INTERPRETATION**

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

### **2.04 – PROBATIONARY PERIOD**

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

During or at the end of the probationary period, the Employee may be terminated for unsuitability at the Company's discretion.

If the Company determines that a longer probationary period is required, the probationary period will be extended upon mutual agreement of the Company and the Union.

## **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. Upon such notice, the Company will meet with the Union to inform them of the impact of the change and the Employees affected.

### ***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 five (5) days.
- b) For instructing and training.
- c) For efficient operation during breaks, lunch hours and office meetings.
- d) In case of emergencies affecting the safety of the public or persons employed by the Company, and imminent damage to equipment.
- e) In cases where predetermined need is identified and documented to reflect working arrangements within this Bargaining Unit.
- f) Unionized Employees of other Fortis companies performing work for the Company, including exchange arrangements, with prior written approval of the Union.
- g) Members of the Craft Bargaining Unit temporarily assigned into the Clerical Bargaining Unit with the prior written approval of the Union.

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

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

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

### ***3.06 - COLLECTIVE AGREEMENT TRAINING***

After signing of the Collective Agreement the Company and the Union agree to participate in joint training of supervisors and shop stewards to explain the terms and conditions of the Collective Agreement.

## **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, layoff, 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 (**two (2) Newfoundland Power Union Employees appointed by the Union from this Bargaining Unit**), Labour Management Committee (two (2) appointed by the Union from this Bargaining Unit), Shop Stewards, Apprenticeship Advisory Committee, Respectful Workforce Committee, Workplace Violence Committee, committees and representatives required under the Occupational Health and Safety Act, Classification Review Committee, other joint management and Union committees and any other persons who are authorized representatives of the Union for the purposes of negotiations and discussions with the Company in matters which are appropriate under provisions of this Agreement. The Union may also have the services of a person designated by the Union when dealing with grievances, or servicing this contract. The Labour Management Committee shall meet once **per quarter** unless otherwise mutually agreed by the Union and the Company. **The Apprenticeship Advisory Committee shall meet twice per year.**

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

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

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

### ***6.03 – STEWARDS***

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

**6.04 – 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.

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

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

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

**6.06 – DOCUMENTS AND CORRESPONDENCE TO UNION**

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

- (a) A list of all Regular Employees showing their names, addresses, and Service and 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 tenth (10<sup>th</sup>) working day of the month following.
- (c) A copy of all job postings, job appointments, promotions, demotions, and transfers as soon as they are posted.
- (d) On a monthly basis, names of Employees temporarily assigned to another Union position for a continuous basis of three (3) months or more, hired, discharged, retired, deceased or who have resigned.
- (e) On a monthly basis, a copy of any suspensions, verbal or written warnings given to Employees.
- (f) Reasonable notification of any courses, seminars, workshops or educational programs to be given by or through the Company pertinent to Employees of the Bargaining Unit.
- (g) On a monthly basis, a list of temporary assignments into Management giving the effective date.
- (h) On a monthly basis, a list of Employees returning to the Bargaining Unit from temporary assignment in Management giving the effective date.
- (i) On a monthly basis, the names and positions of Employees participating in a Return to Work program including the start and estimated duration of any accommodation that is outside the Collective Agreement and/or the Bargaining Unit. (May also require an LOU)
- (j) On a monthly basis, a list of Employees going on or returning from Long Term Disability;
- (k) On a monthly basis, a list of Employees assigned to special projects outside of the province.
- (l) On a monthly basis, updates to Employee work phone numbers and safety incidents.

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

### **6.07 - BULLETIN BOARDS**

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

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

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

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

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

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

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

The Company shall not maintain more than one (1) Personnel File for each Employee. Employees shall have the right to view and obtain a copy of their Personnel File by making arrangements directly with their supervisor. Where it is demonstrated that the information contained in a file is incorrect, the appropriate correction shall be made. The Company shall execute the request within ten (10) calendar days.

### **6.10 - DISCIPLINARY RECORDS**

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

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

## **Article 7 – Safety**

### ***7.01 – SAFETY POLICY***

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

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

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

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

### ***7.02 – EMPLOYEE REQUIRING ASSISTANCE***

Employees will not be required to undertake work which they consider unsafe or where in accordance with safety regulations additional help is required. It shall be the Employee's 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 VDTs 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 VDT users, the Company shall take every reasonable step to:

- (1) Ensure that new VDTs meet ergonomic standards.
- (2) Minimize lighting glare.

- (3) Test VDTs for emissions based on requests from Employees. Results of such inspections shall be made available to the Union.

For Regular Employees who are VDT users, the Company shall:

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

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

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

The Company will supply the necessary safety and protective equipment required to ensure that all work may be carried out safely in accordance with the rules contained in the Company's Operations Manual or any law of the Province. Flame-resistant protective clothing of a type, which meets recognized industry standards, will continue to be supplied for the duration of the Collective Agreement.

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

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

#### ***7.06 – MEDICAL ACCOMMODATION***

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

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

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

Suitable work will be offered under the Company's Early and Safe Return to Work (ESTRW) Program and in accordance with the Workplace Health, Safety and Compensation Commission (WHSCC) Policy RE-18 Hierarchy of Return to Work. This may involve the Employee's pre-disability position with or without modifications, a comparable position with or without modifications, or a collection of duties that the Employee can perform based upon the Employee's qualifications and functional abilities. These guidelines may involve accommodation outside the Clerical Collective Agreement, either within the Craft Bargaining Unit or in Management, but only after all reasonable options within the confines of the Clerical

Collective Agreement have been explored. Accommodation within the Craft Bargaining Unit shall require the consent of the Union.

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

## **Article 8 – Training and Apprenticeship**

### ***8.01 - TRAINING PROGRAMMES - 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. If an Employee is required to travel **to and from training**/safety meeting outside of normal work hours, they will be paid at the double time rate.
- e) Notwithstanding the provisions outlined in (d), when an Employee travels in a vehicle that is required for use in mandatory training, any travel time outside normal working hours or on a day of rest shall be paid at the overtime rates.

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

The Company will make available in each calendar year a maximum of **\$12,500.00** 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 journey person 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 (1) - 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 **based on Bargaining Unit Seniority**.

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. **Notwithstanding, the Employee may request an alternate lunch period. Approval will be evaluated based upon the operational requirements of the Company.**

(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 (1) 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 (1/2) hour paid lunch period from 12:00 noon to 12:30 p.m. at the worksite.

- Operations Clerk
- Surveyor's Assistant
- **Computer** Operator
- Operator

**9.03 - SHIFT EMPLOYEES – COMPUTER OPERATOR**

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 Relations 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 hours of work shall not have their hours split during any working day. Their hours will be continuous.
- b) Employees will be given preference in the selection of their preferred work schedule from the available shifts within their Area in the following order:
  - Regular Employees in the classification of Customer **Service** Representative based on Bargaining Unit Seniority and where equal, Service Seniority.
  - Regular Employees in the classification of Area Customer Representative based on Bargaining Unit Seniority and where equal, Service Seniority.
  - Temporary Employees in the classification of Customer **Service** Representative based on the Preference Listing.
  - Temporary Employees in the classification of Area Customer Representative based on the Preference Listing.

Regular Employees may request to change their preferred work schedule in January and July of each year and will be given preference from all shifts based on the order described above.

- c) **Employees may request a thirty (30) minute or one (1) hour lunch break subject to the approval of their supervisor.**
- d) 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.
- e) It is agreed and accepted that the preferred 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.
- f) Once the weekly schedule has been posted, any vacancies will be filled by Temporary Employees who have been scheduled for less than a full shift that day based on the Preference Listing.
- g) A differential of **\$1.65** 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 one-half (½) day or one-half (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.

**During extended hours or periods of prolonged overtime, supervisors will arrange rest breaks for Employees.**

**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 (10) 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 (37.5) hours per week over a cycle of shifts, Monday to Friday. An Employee working in excess of seven and one-half (7.5) 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>2012/03/23</b>	<b>2014/01/01</b>
	<b>\$1.60</b>	<b>\$1.65</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 **Computer Operator** will receive seven percent (7%) in addition to their base pay when overseeing the orientation.

**9.08 – 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 (10) - hour period between the hours of 6:00 a.m. and 8:00 p.m.

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

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

**Article 10 – Overtime**

**10.01 – OVERTIME RATE**

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

An Employee required to work on a paid holiday as listed in Article 15 or a day granted in lieu thereof, shall in addition to the normal pay, be entitled to double the hourly wage rate applicable to their classification for the hours worked in the paid holiday or day granted in lieu thereof. To be recognized under the Agreement, overtime must be authorized by the Employee's supervisor.

**10.02 – BANKING OF OVERTIME**

(a) 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.

(b) With reasonable notice by the Employee, and prior approval of the Supervisor, banked time may be taken in periods of not less than one (1) 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 **or hours**.

The utilization of banked overtime will be limited to one hundred and fifty (150) hours in any calendar year (160 for Employees working a forty (40) hour week) except upon retirement, emergency leave or leave mutually agreed upon between the Employee and the Company. **In the case of retirement, a maximum of 2,080 hours of banked overtime may be taken as time off immediately prior to retirement. Notwithstanding the above, Employees who have an 85 age/service combination by September 30, 2017 may take all remaining banked overtime as time off immediately prior to their retirement.**

(c) 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 as of April 13, 2004 shall be valued at the Employee's rate of pay on September 30, 2003.*

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

(d) 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 (1/4) 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.

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

#### ***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 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.

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 **bi-weekly** basis a list of Employees showing actual overtime hours worked in the applicable Area **as defined in Appendix G. The overtime list will be refreshed as a twelve (12) month revolving list.** 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.

#### ***10.06 – PERIOD OF REST***

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

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

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

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

If, as a result of the above rest period falling within their regular shift, an Employee is required to report to work for one (1) 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 (1) hour or less remaining in their regular shift.

This Clause shall not apply to Employees working twelve (12) hour shifts and to Relief Shift Employees.

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

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

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

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

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

An Employee who is called out to respond to an unplanned power outage and arrives at the workplace will be paid overtime starting from the time that they hang up the phone and prepare to respond. Overtime stops when they return to their residence (either normal or temporary), or when the callout continues into the Employee’s normal hours of work as stated in Article 9. In the interest of responding to customers at the beginning of an unplanned power outage, Employees will be called based on their ability to respond within a reasonable time. The Employee will be paid a maximum of sixty (60) minutes for response time and time to travel to and from their residence. This restriction will not apply when the Company provides transportation during severe weather conditions. In these cases, the Employee will be paid from the time the Employee hangs up the telephone. If there are any exceptional or unusual situations, the Employee should discuss them with their supervisor to determine the appropriateness of the application of this restriction.

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

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

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

**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.

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

Employees assigned to standby duty shall receive as follows:

- (a) A weekly rate of **nine (9)** - hours pay at the Lead Hand rate; or
- (b) A weekly rate of **eleven (11)** - hours pay at the Lead Hand rate for a week that contains one (1) statutory holiday
- (c) A weekly rate of **thirteen (13)** - hours pay at the Lead Hand rate for a week that contains two (2) statutory holidays
- (d) A weekly rate of **fifteen (15)** - hours pay at the Lead Hand rate for a week that contains three (3) statutory holidays
- (e) The daily rate for a non-statutory holiday shall be one **(1) hour at the Lead Hand rate from Sunday to Thursday and two (2) hours at the Lead Hand rate for Friday and Saturday**. The daily rate for a statutory holiday shall be **three (3) hours at the Lead Hand rate if it falls on Sunday to Thursday and four (4) hours at the Lead Hand rate if it falls on a Friday or a Saturday**.

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

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

If an Employee is required by the Company to take standby for three (3) weeks consecutively, the standby rate will be doubled on week three (3) and any consecutive weeks thereof. These rates include payment for the use of the Employee's telephone. In addition they shall be paid at prevailing rates for time actually worked.

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

The overtime rate for Employees, who are required by the Company to perform standby duties, shall be based on the Lead Hand rate for their classification for all overtime hours worked as a result of the standby duty

## **Article 13 – Inclement Weather**

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

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

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

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

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

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

It is also recognized that despite their best efforts, some Employees may be unable to report to work on time due to extreme weather conditions. In such cases the Employee shall notify their supervisor or another person designated by the Company, if possible, of the difficulty, and providing they have made a reasonable effort to arrive as close as possible to their scheduled start time, the supervisor may pay them for the time not worked. Otherwise, based on the individual circumstances, an Employee may be required to offset the time between their arrival time and their scheduled start time with either banked overtime, vacation credits or time without pay.

If, because of severe storm conditions, a state of emergency is declared by a competent authority and Employees are unable to report for work as a result of restrictions placed on non-essential traffic using the streets and roadways, they will suffer no loss of normal straight time pay for the period for which they are unable to report for work or for the duration of the emergency, whichever is shorter. In the event that due to inclement weather, the Company closes a building in the St. John's Area prior to the commencement of the Employee's shift and the Company requires Employees to work, then the Company shall provide transportation to and from the workplace, if required, as long as the Employee lives within forty (40) kilometers 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 Regular Employees. Regular Employees that are chosen for early release will be rotated from a schedule (Early Release Schedule) posted prior to the start of the winter season. This schedule will be comprised of a list of the Regular Full-time Employees and will not be reset each season but will continue on from the last Regular Employee that had an early release the prior season. New Regular Employees in the Area will be placed on the bottom of the Early Release Schedule. Regular 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. Regular 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 Early Release Schedule. If this is the case, these Regular Employees will be paid from the time they would have been released as a result of the Early Release 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 forty (40) kilometers of the workplace.

## **Article 14 – Travel**

### ***14.01 - DEFINITIONS***

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

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

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

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

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

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

#### ***14.03 – KILOMETRE ALLOWANCE***

An Employee using their own vehicle at the request of the Company shall be paid an allowance of forty (40) cents per kilometer effective March 23, 2012.

#### ***14.04 – MEALS DURING OVERTIME***

The Meal Allowance for meals during overtime shall be **Seventeen Dollars (\$17.00)**.

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 Article 9 must work four (4) hours beyond their ten (10) - hour day before they are entitled to another meal allowance.
- (2) An Employee on Per Diem 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 Employees **away from their desk**.
- (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) **business** days' notice for work assignments lasting one (1) week or less and five (5) **business** days' notice for work assignments lasting longer than one (1) 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.

***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 (1) nine and a half (9½) hour day.

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

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

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

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

***14.07 – PER DIEM MEAL ALLOWANCE & ACCOMMODATIONS***

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

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

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

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

Per Diem Allowance	2014/01/01
Breakfast	\$11.50
Lunch	16.00
Dinner	19.00
Incidentals	13.00
Total Per Diem DAILY	\$59.50
Total Per Diem WEEKLY	\$297.50

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

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

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

**14.08 – TRAVEL ALLOWANCE**

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

The Travel Allowance is one of the following:

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

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

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

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

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

Employees using the Commuting Allowance shall do so for a minimum of a one (1) week period or for the duration of the project whichever is shorter. Commuting Allowance shall be available under the following two (2) conditions:

- (1) Employees who are required to work from a Temporary Headquarters or “AWL” and reside away from normal residence, may elect to receive in lieu of Per Diem Meal Allowance and accommodations *or* Travel Allowance, a Commuting Allowance for each day worked.
- (2) When employees are required to work from a Temporary Headquarters or “AWL” where they are not required to reside away from normal residence and are required to report directly to the Temporary Headquarters at the designated starting time, a Commuting Allowance will apply.

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

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

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

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

Employees shall;

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

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

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

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

Commuting Allowance

2014/01/01

<i>Distance</i>	<b>8 Hour Days Daily</b>	<b>4 * 10 Hour Days Weekly</b>
<b>0-40 km</b>	<b>\$41.00</b>	<b>\$295.00</b>
<b>41-80 km</b>	<b>\$58.00</b>	<b>\$430.00</b>
<b>&gt; 81 km</b>	<b>\$64.00</b>	<b>\$480.00</b>

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

Employees **whose normal Headquarters** is Topsail Road, Kenmount Road or Duffy Place **and are** temporarily assigned to either of these locations will not be entitled to the Commuting Allowance **provided they have been given prior notice of at least two (2) business days**. These employees shall report to their reassigned Headquarters at their normal starting time.

**14.10 – TRAVEL**

Commencement and End of Project

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

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

Weekend Travel to and From Normal Headquarters

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

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

<i>From (km)</i>	<i>To (km)</i>	<i>Time each way</i>
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
401	450	4.5 hrs
451	500	5.0 hrs
501	550	5.5 hrs
551	600	6.0 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 Meal Allowance in accordance with Clause 14.07. Single accommodations will be provided where available.

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

## **Article 15 – Paid Holidays**

### ***15.01 – PAID HOLIDAYS***

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

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

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

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

In order to qualify for each of the above paid holidays an Employee must have worked or have been on approved leave on the working days immediately preceding and succeeding the day designated as a paid holiday. Temporary Employees who work the full day before or after the paid holiday shall receive a full day's pay for the holiday. Temporary Employees who have made themselves unavailable on the working day immediately preceding or succeeding the day designated as a paid holiday shall not be considered to be on approved leave.

### ***15.02 – OBSERVED DAY***

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

### ***15.03 - SHIFT EMPLOYEES – COMPUTER OPERATOR***

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<sup>st</sup> to December 31<sup>st</sup> of each year.

For the purpose of this Agreement vacation shall be deemed to commence at 00:00 hours of the first regular working day and end at 24:00 hours of the last regular working day of the vacation

period. Vacation credits shall be utilized only for regular working days falling within the vacation period.

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

**16.02 – VACATION CREDITS**

All Regular Employees shall be entitled to vacation credits based on the regular working days in the current calendar year as follows:  $\text{Vacation credit} = \frac{\text{Regular workdays in the current calendar year}}{\text{vacation rate}}$ .

Service to be completed in the Vacation Year	Maximum Vacation Rate	Vacation Credits
less than 8 years	17.33	15 days
8 years, but less than 10 years	14.44	18 days
10 years, but less than 15 years	12.38	21 days
15 years, but less than 20 years	11.82	22 days
20 years, but less than 25 years	10.40	25 days
25 years or more	8.67	30 days

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

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

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

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

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

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

### ***16.03 – UTILIZATION OF VACATION CREDITS***

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

- (a) The dates of all vacations are subject to a request by the Regular Employee and approval of the supervisor.
- (b) Vacation pay will not be paid for vacation not taken except where outlined in (d), (e) 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, but may not be used to extend normal vacation periods scheduled between June 1<sup>st</sup> and September 30<sup>th</sup>.
- (d) A Regular Employee may, upon request to their supervisor, receive pay for unutilized vacation subject to the following conditions:
  - i) A minimum of fifteen vacation credits must be utilized in the calendar year in which the request will apply.
  - ii) Any payment request must be for not less than two (2) vacation credits.
  - iii) Not greater than a total of eighteen (18) vacation credits can be requested for payment in any calendar year. There is no limit on receiving pay for unutilized vacation from previous years.
- e) Except as provided above or otherwise approved by the Company due to special and/or unique circumstances, **any unused** vacation credits **that exceed the carryover maximum** at the end of the vacation year shall be **paid out**. **The Employee may opt to roll outstanding credits into an RRSP by forwarding their request in writing to Human Resources before the end of the vacation year.**

### ***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 or designate, 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.

**Regular Employees who request vacation from January 1<sup>st</sup> to March 31<sup>st</sup>, or for vacation requests outside of the normal process outlined above, are required to make the request in writing and to obtain approval in advance from their Department Head or designate. Approval will be evaluated based upon the operational requirements of the Company. The**

**Department Head or designate will advise the Regular Employee of their response in a timely manner.**

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 in writing between themselves and the Company. All changes to vacation time shall be granted at the Company's discretion. Cancellation or changes to previously approved vacation time are subject to a request in writing by the Regular Employee and the approval in writing of the appropriate official of the Company. Approvals will be evaluated based upon the operational impact of the change on the Company and shall not be unreasonably withheld.

The rescheduled vacation credits will be taken at a time that is mutually agreed upon in writing by the Regular Employee and the Company.

***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 VACATION***

If a Regular Employee is called back from their vacation **by the Company** 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.

**This Clause will not apply if the Employee contacts the Company and requests that they be permitted to return to work before the end of their vacation.**

***16.07 – TEMPORARY EMPLOYEE – VACATION PERIOD***

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

### ***16.08 – VACATION PAY ON TERMINATION***

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

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

If an Employee is

- admitted to hospital for medical services either immediately prior to or during vacation, or
- incapacitated due to day surgery, and is under a physician's care with instructions to convalesce at home with restricted activities for three (3) or more consecutive days either immediately prior to or during vacation, or
- injured or ill, and is under a physician's care with specific instructions to convalesce at home with restricted activities for three (3) or more consecutive days either immediately prior to or during vacation,

then the Employee shall advise their supervisor **via personal telephone contact** as soon as possible upon its occurrence and provide medical documentation from the attending physician that **is dated for the date of the initial medical visit and** supports the criteria listed above. Upon receipt of the documentation, Human Resources shall review the Employee's request to have all, or the portion of their vacation time that meets the criteria above transferred to sick leave from the date of its occurrence. **Any transfer of vacation to sick leave will begin not earlier than the date of the initial medical visit.**

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

### ***16.10 – BEREAVEMENT LEAVE DURING VACATION***

Only where a Regular Employee's spouse, common-law spouse, brother, sister, parent, grandparent, brother-in-law, sister-in-law, parent-in-law, step-parent, child, step-child or common-law spouse's child dies during the Regular Employee's scheduled vacation shall the Regular Employee be entitled to bereavement leave under Clause 20.01 in lieu of scheduled vacation.

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

## **Article 17 – Insurance and Benefit Plans**

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

During the life of this Agreement, the Company agrees to provide to eligible Regular Employees, a comparable benefit plan as the one currently in place. This Plan will consist of Life Insurance,

Dependent Life Insurance, Accidental Death and Dismemberment, Medical, Travel and Hospital Benefits, and Long Term Disability.

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

***17.02 – INSURANCE BENEFITS FOR TEMPORARY EMPLOYEES***

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

***17.03 – COST OF POLICIES***

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

***17.04 – INTERIM INSURANCE FOR NEW EMPLOYEES***

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

***17.05 – PENSION BENEFITS AND GROUP RRSP***

Pension:

Regular Employees hired prior to May 4<sup>th</sup>, 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<sup>th</sup>, 2004 are not eligible for membership in this Plan.

The Company agrees that one (1) Regular Employee from this Bargaining Unit, selected by the Union, will be a member of the Pension Review Board. The Committee will meet annually no later than April 30<sup>th</sup> except where otherwise agreed.

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

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

Group RRSP:

Regular Employees hired prior to May 4<sup>th</sup>, 2004 shall be entitled to the following Group RRSP benefits. Regular Employees hired after May 4<sup>th</sup>, 2004 are not eligible for membership in this Plan.

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 (1) 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 Dollars (\$10,000.00). The combination of the severance and transitional pay shall not exceed **Eighty Thousand Dollars (\$80,000.00)**.

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-five (25) 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 after April 13<sup>th</sup>, 2004 shall participate in a Retirement Savings Plan as a means of providing for retirement. The Company shall contribute 5.75% of a Regular Employee's base salary to a registered retirement savings plan. The Regular Employee shall be required to match the Company's contribution.

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

**Article 18 – Sick Leave**

***18.01 – SICK LEAVE – REGULAR EMPLOYEES***

Regular Employees who have completed one (1) month's service shall be eligible to receive short-term sick leave benefits, as noted below, for those periods during which they are **attending**

**medical or dental appointments which are greater than four (4) hours, or are physically unable to work as a result of non-occupational sickness or injury and 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.**

**Every effort must be made by employees to schedule medical or dental appointments outside working hours or if not possible, appointments must be made to minimize absences from work as per Clause 18.05.**

**For Regular Employees who have completed one month's service and require time to attend a medical or dental appointment of four (4) hours or more, all hours taken will be considered sick leave. When the time attending medical or dental appointments is equal to four (4) hours or less, the hours taken will be excused leave with pay.**

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

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.

**18.02 – SICK LEAVE – TEMPORARY EMPLOYEES**

Temporary Employees who have completed at least sixty (60) days of employment shall be eligible to receive short-term sick leave benefits for those periods **they are physically unable to work as a result of non-occupational sickness or injury, or for those periods during which they were pre-scheduled to work for more than four (4) hours and they require time to attend a medical or dental appointment of four (4) hours or more.**

**Every effort must be made by employees to schedule medical or dental appointments outside working hours or if not possible, appointments must be made to minimize absences from work as per Clause 18.05.**

**For Temporary Employees who have completed at least sixty (60) days of employment and they were pre-scheduled to work for more than four (4) hours and require time to attend medical or dental appointments of four (4) hours or more, all hours taken will be considered sick leave. When the time attending medical or dental appointments is equal to four (4) hours or less, the hours taken will be excused leave with pay.**

Such sick leave benefits shall be based on the total service accumulated by the Temporary Employee, as follows:

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

**The benefits covered under this clause are only applicable for hours the Temporary Employee is scheduled to work and will not apply if the Temporary Employee is called to work on short notice and is unable to work due to illness or attending a medical or dental appointment.**

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

To qualify for sick leave benefits, an Employee shall report directly or via telephone message to their immediate supervisor, or other persons designated by the Company, that they are sick, prior to the start of a shift, stating the expected duration of the illness if known. If the duration is unknown at the time of the initial call, the Employee shall call daily until the duration can be determined.

An Employee will be required to procure a “Medical Certificate” following five (5) days of continuous sick leave.

The Company may, for reason only, request an Employee procure a “Medical Certificate” stating that they are fit to perform their duties. Medical Certificates may be signed by a physician, chiropractor, physiotherapist or medical specialist. When the Company requests a medical certificate, it shall be done during normal working hours at Company expense and without loss of pay or sick time to the Employee.

### ***18.04 – MEDICAL ASSESSMENT***

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

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

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

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

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

## **Article 19 – Personal Equipment**

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.

### ***19.01 - 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.

### ***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 **Field**

**Services Representative, Computer Operator and Operator of Four Hundred and Sixty Dollars (\$460.00).** 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 classifications of Project Coordinator, Drafting Technician and Senior Drafting Technician of One Hundred and Fifty Dollars (\$150.00).

**Regular 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.**

The rainwear, safety footwear and coveralls purchased by the Employee shall be of a type approved by the Company.

### ***19.03 - UNIFORMS***

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

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

### ***19.04 – COVERALLS FOR DIRTY JOBS***

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

## **Article 20 – Leaves of Absence**

### ***20.01 - BEREAVEMENT LEAVE***

In the case of the death of a spouse, common-law spouse, child, step-child, parent, step-parent, grandchild or child of a common-law spouse, a Bereavement Leave of four (4) consecutive working days (five (5) consecutive calendar days for a Regular 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 Regular 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 a Regular Employee working twelve (12) - hour shifts) with no loss of pay, inclusive of the day of the funeral shall be granted. At the discretion of the Company and following a request by the Regular Employee to Human Resources, additional days may be granted to cover extenuating circumstances associated with the bereavement.

In addition to the three (3), four (4) and five (5) day periods above, additional time, up to one (1) day (one (1) calendar day for Regular Employees 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 a Regular Employee working twelve (12) - hour shifts) leave of absence, with no loss of pay, will be granted for the regular workday on which a Regular Employee attends the funeral of the

Regular Employee's aunt, uncle, niece and nephew and the Regular 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 **specified by the subpoena or summons that** the Employee is required to **attend court. The Employee is required to provide their supervisor with as much notice as possible of their requirement to attend court along with supporting documentation.**

#### ***20.03 – UNION BUSINESS***

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

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

#### ***20.04 – UNION CONVENTIONS***

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

#### ***20.05 – BUSINESS MANAGER***

With reasonable notice, requests by the Union that **one (1) Regular Employee from either the Clerical Bargaining Unit or the Craft Bargaining Unit** 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 a Regular Employee with less Bargaining Unit Seniority or a Temporary Employee regardless of their preference 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 Regular Employee shall be offered the first vacant position, within their former Area, for which the Regular Employee is qualified. The Regular Employee will be assessed on knowledge of the Company, work experience, education and capability to perform the job with reasonable in house training and coaching.

In order to retain the Company's Insurance and Benefit Plans under Article 17 excluding Long Term Disability and subject to Legislation, the Regular Employee will pay the premium in whole for the period of their absence. The Company will provide the Union (IBEW Local 1620) an annual contribution of Thirty-Five Hundred Dollars (\$3,500.00) towards the cost of obtaining Long Term Disability coverage when a Regular Employee is serving in the role of **Business Manager or Assistant Business Manager**.

#### ***20.06 – LEAVE FOR OTHER PURPOSES***

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

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

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

#### ***20.07 – FAMILY RESPONSIBILITY LEAVE***

The Company will grant a Regular Employee a maximum of three (3) days with pay per year to attend to the temporary care of a sick immediate family member; needs related to the birth of the Regular Employee's child, medical or dental appointments for immediate family members, meeting with school authorities or to deal with a sudden and unexpected problem with child care arrangements. **Family Responsibility Leave may be taken in hourly increments, a half day or a full day.**

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

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

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

#### ***20.08 – EDUCATION LEAVE***

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

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

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

#### ***20.09 – PREGNANCY LEAVE***

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

To qualify for pregnancy leave, an Employee must:

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

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

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

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

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

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

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

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

#### ***20.10 – EMERGENCY LEAVE***

**In cases of emergency**, special leaves of absence, with pay and with maintenance and accumulation of Seniority rights, shall be granted at the discretion of the Company. **The Employee is required to immediately notify their supervisor by personal telephone contact of the request for leave. The Employee must also submit a written request to Human Resources outlining the circumstances of the request as soon as possible. Human Resources will evaluate the request and determine if emergency leave is applicable. If deemed not applicable, the Employee will be required to take another form of leave, e.g. vacation, floater, overtime in lieu, etc.** An emergency shall be defined as an incident that arises without notice and requires immediate intervention by the employee to lessen any adverse effect.

#### ***20.11 – PARENTAL LEAVE***

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

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

The first ten (10) weeks of the Parental Leave for the Regular Employee are considered as time worked for vacation credits. The entire 35 weeks will be included in the length of service for the

calculation of vacation accrual and pension benefits (provided the Regular Employee paid his/her portion of the pension contributions during the leave).

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

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

### ***20.12 – ADOPTION LEAVE***

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

To qualify for adoption leave, an Employee must:

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

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

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

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

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

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

## **Article 21 – Seniority**

### ***21.01 – SENIORITY***

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

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

Regular Employees on layoff 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<sup>st</sup>, 1999), vacation, maternity leave/parental leave (effective February 10<sup>th</sup>, 2000), education leave (effective April 1<sup>st</sup>, 1999), adoption leave (effective April 13<sup>th</sup>, 2004) and approved leaves of absence with pay, and approved leaves of absence without pay provided the Regular Employee pays the premiums in whole to the Newfoundland Power Inc. Retirement Income Plan (effective February 8<sup>th</sup>, 1999), or the Registered Retirement Savings Plan as per Clause 17.09, whichever is applicable.

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

Service and Bargaining Unit Seniority shall be maintained during time spent on any other approved leave of absence without pay subject to Clause 21.03 - 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 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

### ***21.03 - 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.

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

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

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

In the event that an Employee does not return from a temporary assignment as per 1) and 2) above, and remains in the temporary assignment, they shall forfeit their Bargaining Unit

Seniority or if a Temporary Employee, their time on the Preference List will be reset to zero (0) days.

**21.05 - 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.

**21.06 - SENIORITY ROSTER**

The Company shall, not later than the 1st 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 31st 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.

**21.07 - REHIRING TEMPORARY EMPLOYEES**

**(a) Obtaining Preference**

Temporary Employees shall be given preference in the same Area when the Company is rehirng subject to their having given satisfactory performance during initial work periods totaling one hundred and 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.

Time spent on approved leave with pay, or **on the approved fifteen (15) unavailable days as per section (d) below**, 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 (1) day on the Preference Listing.

Temporary Employees shall maintain their position on the Preference List while on Vacation, Short-term Sick Leave, Long Term Disability, and Workplace Health Safety and Compensation Commission benefits. Temporary Employees shall also maintain their position on the Preference List while on Pregnancy Leave (effective November 12<sup>th</sup>, 2002), Parental Leave (effective November 12<sup>th</sup>, 2002) and Adoption Leave (effective April 13<sup>th</sup>, 2004).

**(b) Selecting Temporary Employees from 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 Customer Service Representative in St. John's.

**(c) Recall Rights and Refusals**

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 as of the date of refusal. The Temporary Employee's name will remain on the Preference Listing with their time being reset to zero (0) days and preference time will start to accumulate upon return to work. A refusal only applies if the recall is for three (3) hours or more.

**(d) Unavailable Days**

Temporary Employees who have not qualified for entitlements as per Appendix A of the Collective Agreement will not be recalled if they notify the Company in advance of the preparation of the work schedule that they are unavailable for work, to a maximum of fifteen (15) **unavailable** days per calendar year, with the exception of the time periods between June 1<sup>st</sup> and September 15<sup>th</sup>, and between December 15<sup>th</sup> and January 15<sup>th</sup> (defined as "blackout periods") During-these designated "blackout periods", 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 fifteen (15) days per calendar year.

**(e) Removal from Preference Listing**

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 when scheduled unless there is a preapproved leave of absence as per Article 20, sick leave as per Article 18 or preapproved vacation as per Article 16
- d) Laid off for a continuous period in excess of thirty-six (36) months
- e) Refusal to work during the designated "blackout periods" 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 21.07 (d) and 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.

**(f) Student Customer Service Representatives**

Employees, who are Students hired to provide Customer **Service** Representative Summer and Christmas vacation relief will be defined as "Student Customer **Service** Representative (Student **CSR**)". At any time of year when all temporary Customer **Service** Representatives have been contacted to work a particular shift and the Company is still short staffed, the Student **CSR** may be requested to work.

**Article 22 – Vacancies and New Classifications**

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

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

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

***22.02 - JOB POSTINGS***

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

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

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

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

### **22.03 - JOB SELECTION**

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

Selection of Regular Employees for promotion or transfer shall be rated equally (33 1/3 % each) and based on:

- (1) Ability
- (2) Qualifications
- (3) Bargaining Unit Seniority

**Ability will be determined by the interview (including testing or other evaluation procedures), satisfactory performance demonstrated in current position and reference checks.**

“Qualifications” shall include related experience, related education or a combination of both. In the case of a tie between applicants, Bargaining Unit Seniority in the Area breaks the tie. Areas are designated as follows:

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

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 **this Clause**.

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

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

Where a Regular Employee is required by the Company to temporarily perform work in a classification for a half (1/2) day or more paying a higher rate the Employee shall be paid in accordance with the higher classification. The rate of pay shall be set at seven (7%) percent higher for each group above his/her normal classification not to exceed the salary of the higher classification at the Step 3 level.

**For temporary assignments of four (4) weeks or more, Regular Employees will be selected for a temporary assignment on a rotational basis, providing they meet the qualifications and have satisfactory performance demonstrated in current position and will be based on Bargaining Unit Seniority.**

**For temporary assignments less than four (4) weeks, Regular Employees will be selected for the temporary assignment on a rotational basis providing they meet the qualifications, they have previous experience in the temporary position and have satisfactory performance demonstrated in current position and will be based on Bargaining Unit Seniority. If there are no Regular Employees with previous experience in the temporary position, Regular Employees will be selected for the temporary assignment providing they meet the qualifications and have satisfactory performance demonstrated in current position and will be based on Bargaining Unit Seniority.**

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

An Employee may, for personal reasons, request a transfer to a **lateral** or 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 website, "Webster". A copy of these guidelines and any changes shall be sent to the Union office.

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

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

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

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

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

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

## **Article 23 – No Discrimination**

### ***23.01 – NO DISCRIMINATION***

As per Human 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***

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

## **Article 25 – Arbitration**

### ***25.01 – ARBITRATION PROCEDURE***

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

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

The Arbitrator shall not have the power to amend, cancel, or add to the provisions of this Agreement. However, where an Arbitrator determines that an Employee has been discharged or

disciplined for cause, the Arbitrator may review and modify the penalty imposed by the Company, and in the case of the discharge of an Employee, substitute such other penalty as seems just and reasonable in the circumstances. The Arbitrator shall have the right to make monetary awards consistent with that which was lost by the grievor but such decisions shall not have retroactive effect prior to the date of the incident giving rise to the grievance.

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

## **Article 26 – Duration and Renewal of Contract**

### ***26.01 – EFFECTIVE PERIOD***

This Agreement shall take effect from October 1<sup>st</sup>, **2014** and shall remain in full force and effect until and including September 30<sup>th</sup>, **2017**.

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

After September 30<sup>th</sup>, **2017**, 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 sixty (60) days and not less than thirty (30) days immediately preceding September 30<sup>th</sup>, **2017**.

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

### ***26.03 – CHANGE BY CONSENT***

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

## **Article 27 – Essential Employees**

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

In the event of a pending strike or work disruption and without an agreement on essential employees, the Union and Employees shall not participate in a strike or work disruption, and the Company shall not lock out Employees, until the Union and the Company have filed a joint written statement with the Newfoundland and Labrador Board of Commissioners of Public Utilities (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 17<sup>th</sup> day of March, 2015, in the City of St. John's, Newfoundland.

**NEWFOUNDLAND POWER INC.**

Gerard Hayes  
Witness

Gary Smith  
President and Chief Executive Officer

Jocelyn Perry  
Vice President, Finance and Chief Financial Officer

LOCAL NO. 1620  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS

Dianna Ryan  
Witness

Terry Rose  
Business Manager

Ed Osmond  
President

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

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Accounting Clerk  
Area Customer Representative  
Billing Statistics Coordinator  
Senior Operator  
Buyer  
Cash Services Clerk  
**Computer Operator**  
**Customer Service Representative**  
**Customer Service Representative Part-Time**  
Data Entry Clerk  
Distribution Records Clerk  
Drafting Technician  
Edit Clerk  
Engineering Records Clerk  
**Energy Conservation Clerk**  
Engineering Clerk  
**Field Services Representative**  
Meter Reading Clerk  
Operations Clerk  
**Operations Coordinator**  
Operator  
Plant Accounting Clerk  
Project Coordinator  
Purchasing Clerk  
**Receptionist**  
**Senior Accounting Clerk**  
Senior Cash Services Clerk  
**Senior Customer Service Representative**  
Senior Drafting Technician  
Surveyor's Assistant

**SCHEDULE "B"**

*WAGES*

- (1) The first increase to be retroactive from date of signing to October 1, 2014.
- (2) The schedule of wage increases over the 3 year term to be adjusted as follows:

% Increase on Base Wage

<u>2014/10/01</u>	<u>2016/01/01</u>	<u>2017/01/01</u>
3%	2.5%	2.5%

*GROUP 3*

	Step 1	Step 2	Step 3
<b>01 Oct 2014</b>	<b>18.59</b>	<b>20.63</b>	<b>23.25</b>
<b>01 Jan 2016</b>	<b>19.05</b>	<b>21.15</b>	<b>23.83</b>
<b>01 Jan 2017</b>	<b>19.53</b>	<b>21.68</b>	<b>24.43</b>

Area Customer Representative    Data Entry Clerk    Engineering Clerk  
Step 1    Engineering Records Clerk    Receptionist

*GROUP 4*

	Step 1	Step 2	Step 3
<b>01 Oct 2014</b>	<b>21.63</b>	<b>24.28</b>	<b>26.99</b>
<b>01 Jan 2016</b>	<b>22.17</b>	<b>24.89</b>	<b>27.66</b>
<b>01 Jan 2017</b>	<b>22.72</b>	<b>25.51</b>	<b>28.35</b>

Area Customer Representative    Cash Services Clerk    Distribution Record Clerk  
Step 2    Operations Clerk    Purchasing Clerk  
Edit Clerk    Operator    **Energy Conservation Clerk**  
Surveyor's Assistant

*GROUP 5*

	Step 1	Step 2	Step 3
<b>01 Oct 2014</b>	<b>24.14</b>	<b>27.16</b>	<b>30.18</b>
<b>01 Jan 2016</b>	<b>24.74</b>	<b>27.84</b>	<b>30.93</b>
<b>01 Jan 2017</b>	<b>25.36</b>	<b>28.54</b>	<b>31.70</b>

Accounting Clerk    **Computer Operator**    Drafting Technician  
Meter Reading Clerk    Project Coordinator    Senior Cash Services Clerk

	<i>GROUP 6</i>		
	Step 1	Step 2	Step 3
<b>01 Oct 2014</b>	<b>25.70</b>	<b>28.90</b>	<b>32.12</b>
<b>01 Jan 2016</b>	<b>26.34</b>	<b>29.62</b>	<b>32.92</b>
<b>01 Jan 2017</b>	<b>27.00</b>	<b>30.36</b>	<b>33.74</b>

Area Customer Representative    Billing Statistics Coordinator    Buyer  
**Senior Accounting Clerk**

Step 3

**Customer Service Representative**                      **Customer Service Representative Part Time**                      **Field Services Representative**

**Operations Coordinator**                      Plant Accounting Clerk                      Senior Drafting Technician

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

- (1) Step progression for classifications in Group 3 and 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 Service Representative** and **Senior Customer Service Representative**, 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 **2014/10/01**. 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"

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### *CLOTHING*

(a) Regular Employees in the following classifications are required to wear uniforms:

- **Field Service Representative**

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

- Slacks/Shorts
- Windbreaker with Crest
- Winter Jacket with Crest
- Summer Cap with Crest
- Winter Cap
- Shirt or Blouse with Crest

(c) On completion of the probationary period, Regular Employees appointed to the classification designated in paragraph (a) will be issued the following items:

- 2 Pairs of Gloves
- 4 Pairs of Slacks/Shorts
- 5 Shirts or Blouses
- 1 Winter Jacket or Spring Jacket
- 2 Windbreakers
- 1 Winter Cap
- 1 Summer Cap with Crest

(d) Replacements will be issued as required to a maximum of:

**ONCE EACH YEAR AFTER THE INITIAL ISSUE**

- 2 Pairs of Slacks/Shorts
- 5 Shirts or Blouses
- 1 Summer Cap with Crest
- 1 Windbreaker 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:

- 3 Slacks/Shorts
- 3 Windbreaker
- 1 Shirts/Blouses

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

- (f) Regular Employees are responsible for keeping the uniform clean and tidy at all times. Upon submission of receipts, the Company will pay for dry cleaning; two pair of slacks and one (1) windbreaker once each month, and a winter or spring jacket once a year.
- (g) Regular Employees in the classification designated in paragraph (a) shall wear the uniform at all times while on duty. The only exceptions are newly appointed Regular Employees who have not received their uniforms, or Employees who are on temporary assignment or probationary Regular Employees.

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

## APPENDIX A

### *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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Terry Rose  
Business Manager  
IBEW Local 1620

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Date Signed

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Elizabeth Whitten  
Manager, Human Resources  
Newfoundland Power Inc.

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Date Signed

## APPENDIX B

### *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.

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

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

Effective Date	The effective date of this Plan is as of the date of signing of this Collective Agreement.
SUB Plan Financing	The Plan is financed by the Company SUB payments will be kept separate from payroll records.
Other Conditions	The Company will inform the Canada Employment and Immigration Commission in writing of any changes to the Plan within thirty (30) days of the effective date of the change.  Employees do not have the right to SUB payments except for supplementation of EI benefits for the unemployment period as specified in the Plan.  Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the Plan.

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Terry Rose  
Business Manager  
IBEW Local 1620

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Date Signed

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Elizabeth Whitten  
Manager, Human Resources  
Newfoundland Power Inc.

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Date Signed

## APPENDIX C

### *LETTER OF UNDERSTANDING*

This letter sets forth an understanding reached during negotiations between Newfoundland Power Inc. (the Company) and International Brotherhood of Electrical Workers (the Union), Local 1620 with respect to rehiring Newfoundland Power retirees.

Retirees rehired will be defined as a “Term Employee”. The Union and the Company mutually agree to define a “Term Employee” as an employee who has retired from the Company and who is rehired for a specific project or for a specific term.

A Term Employee will avail of the same rights in the Collective Agreement as a temporary employee with less than twelve (12) months of continuous service on a full or part time basis with the following exceptions:

- Compensation while on joint committee work will not apply. (Clause 6.02)
- Early and Safe Return to Work and Medical Accommodation will only apply to injury on the job. (Clause 7.06 and 7.07)
- Changes to hours of work will not result in overtime pay. (Article 9)
- Overtime will be available when required to finish existing job or when no other qualified Employees in the same Classification are available in the Area and Location. Overtime will be paid and not banked. Equal distribution of overtime will not apply. (Article 10)
- On-Call and Stand-by Service will not apply. (Article 12)
- Work requiring travel will be assigned when there are no other qualified Employees in the same Classification in the Area and Location available to travel. (Article 14)
- Notice of planned work will not apply. (Clause 14.05)
- Will receive retiree benefits and will not be eligible for insurance and benefit plans. (Article 17)
- Sick leave will not apply (Article 18). An Employee who is unable to report to work is required to notify their immediate supervisor prior to the start of the shift.
- Leaves of absences will not apply. (Article 20)
- Will not obtain preference while working. Term Employees can be hired after all temporary Employees who have worked in the same Classification in the same Area and Location have been hired. (Clause 21.06)

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Terry Rose  
Business Manager  
IBEW Local 1620

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Date Signed

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Elizabeth Whitten  
Manager, Human Resources  
Newfoundland Power Inc.

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Date Signed

## APPENDIX D

### *LETTER OF UNDERSTANDING*

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**This letter sets forth the understanding reached during negotiations with respect to calling in Employees to work overtime in the Contact Centre during storms or major system events.**

**It is agreed and accepted that overtime in the Contact Centre will occur as per Article 10. In the situation where the customer demand exceeds the number of Regular Customer Service Representatives (CSR), Regular CSR Part Time and Temporary CSR reporting for overtime in the Contact Centre, the Company may call in additional staff to meet customer demands.**

**Additional staff eligible for call-in must:**

- 1. Have previously held a position as a Customer Service Representative or Area Customer Representative, OR**
- 2. Have a minimum of a two-year college diploma and have successfully completed the Customer Service Representative Outage Training.**

**Additional staff who are required to report to work in their own position or Area during the storm or major system event will be excluded.**

**Additional staff eligible for call-in will be called in the following order:**

- Customer Service Representatives temporarily assigned to another classification**
- Area Customer Representatives**
- Student Customer Service Representatives who have worked in the past 3 months**
- Clerical Union Employees in St. John's Area**
- Craft Union Employees in St. John's Area**
- Management Employees**

---

**Terry Rose  
Business Manager  
IBEW Local 1620**

---

**Date Signed**

---

**Elizabeth Whitten  
Manager, Human Resources  
Newfoundland Power Inc.**

---

**Date Signed**

## APPENDIX E

### *LETTER OF UNDERSTANDING*

**This letter sets forth the understanding reached during negotiations regarding the establishment of a new classification called “Customer Service Representative Part Time”.**

**The Company will have sole discretion in determining the number of positions required based on operational requirements. The qualifications for the Customer Service Representative Part Time (CSR-PT) will be the same as the Customer Service Representative (CSR) classification.**

**Employees in the CSR-PT will be entitled to all the rights in the Collective Agreement as a Regular Employee with the following exceptions and clarifications to the Clauses noted:**

- **Clause 9.04 Contact Center Hours of Operation:**
  - **CSR-PT employees will be hired for an indefinite period on a part-time basis and will work a regular schedule of part-time hours totaling twenty (20) hours or more per week within the hours of operations as specified in Clause 9.04.**
  - **The Company will determine the various daily work schedules to be offered and the minimum number of hours in each work schedule will be three (3) hours a day. CSR-PT employees will be required to work full-time hours during the initial training and orientation.**
  - **The available work schedules will be assigned to CSR-PT employees based on Bargaining Unit Seniority in the CSR-PT classification, and where equal, Service Seniority will prevail.**
  - **Prior to hiring, the individual will be required to identify any unavailable times and the Company will not assign work schedules for those times. Employees may subsequently request changes to their unavailable times and the request will be considered by the Company. If multiple CSR-PT employees request the same unavailable times and the Company cannot accommodate all requests, requests will be granted using Bargaining Unit Seniority in the CSR-PT classification. The Company will not change employee work schedules to accommodate unavailable time change requests from other employees.**
  - **CSR-PT employees may be offered additional hours of work within the hours of operations as specified in Clause 9.04. The additional hours of work will be offered based on Bargaining Unit Seniority in the CSR-PT classification. CSR-PT employees can turn down the offer of additional hours. Temporary Employees will be offered additional hours only after all CSR-PT employees have been offered the hours.**
- **Clause 9.02 (Non-Shift Employees), Clause 9.06 (Shift Employees), Clause 9.08 (Alternate Hours at the Request of the Employee) and Clause 21.07 (Rehiring of Temporary Employees) will not apply.**
- **Article 10 Overtime**
  - **CSR-PT employees will receive overtime if they work more than 7.5 hours per day.**
  - **CSR-PT employees performing a particular job during regular hours will be given preference of continuing that job into overtime hours after any full-time Customer**

**Service Representatives working the same job and the same hours have been given the opportunity.**

- **CSR-PT employees will be called out for overtime only after all full-time Customer Service Representatives have been called.**
  
- **Article 16 (Vacation), Article 17 (Insurance and Benefit Plans), Article 18 (Sick Leave), and Article 20 (Leaves of Absence) and Appendix B**
  - **Benefits described in these Articles will be prorated based on hours worked with the exception of:**
    - **Bereavement leave which will be based on the short term temporary provision noted.**
    - **Life insurance and Accidental Death and Dismemberment benefits which will be based on 975 hours in the first year and for subsequent years based on the actual hours worked the previous year.**
  
- **Clause 21.01 (Seniority)**
  - **Seniority will be based on hours worked and if the employee works four (4) hours or less in a day they will be credited with a half-day and if they work for more than four (4) hours in a day they will be credited for a full day.**
  
- **Clause 21.02 (Selection of Regular Employees for Layoff and Recall)**
  - **Layoffs will occur in the following order: Student, Part-Time Temporary, Full-Time Temporary, Regular Part-Time and Regular Employees.**
  
- **Clause 22.04 (Temporary Work Outside Employee's Classification) will not be applicable to CSR-PT employees.**
  
- **Schedule B (Wages)**
  - **The hourly wage for this position will be at the Customer Service Representative rate. Step progression in Schedule B will be based on reaching 1,950 hours.**
  - **Article 6 will not be applicable to CSR-PT employees.**

---

**Terry Rose**  
**Business Manager**  
**IBEW Local 1620**

---

**Date Signed**

---

**Elizabeth Whitten**  
**Manager, Human Resources**  
**Newfoundland Power Inc.**

---

**Date Signed**

## APPENDIX F

### *LETTER OF UNDERSTANDING*

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This letter sets forth the understanding reached during negotiations regarding the creation of a new classification called “Energy Conservation Clerk”.

It is agreed that this position is a special role that will encompass both union and managerial tasks. The managerial tasks are outlined below:

- Rebate processing support (pre-approvals for residential applications/keying commercial rebates);
- Instant rebate sales data support/processing (in-store checks, spreadsheet maintenance);
- Materials maintenance (collateral ordering, replenishing stock);
- Email response to various energy mailboxes (takeCHARGE and Online rebate submission);
- Customer and trade allies’ contacts;
- Administration of partner and trade allies database (custom and instant rebates programs/customer outreach); and
- Outreach support and staffing (shift work at the booth); and
- Related tasks during low levels of rebate activity

Management employees will continue to also perform these duties.

This change became effective September 11, 2014.

---

**Terry Rose**  
**Business Manager**  
**IBEW Local 1620**

---

**Date Signed**

---

**Elizabeth Whitten**  
**Manager, Human Resources**  
**Newfoundland Power Inc.**

---

**Date Signed**

## APPENDIX G

### *LETTER OF UNDERSTANDING*

---

**This letter sets forth the understanding reached during negotiations regarding Equal Distribution of Overtime and the application of credited overtime hours and applies in conjunction with Clause 10.05.**

**The following is the process agreed to by the Company and the Union for the duration of this Collective Agreement. This process will be evaluated by both parties during the next round of collective bargaining to determine its future application.**

**Any Employee who is called by the Company on the phone numbers provided or is directly requested to work overtime by the Company and does not report to work for any reason will be credited with the equivalent overtime hours worked of the first person who reported to work. Employees on approved leaves of absence, including vacation, sick leave or other types of leave will not be called by the Company. These credited overtime hours will be combined with actual overtime hours for the purpose of determining the order of call out in the future.**

**The Company shall make available on a biweekly basis a list of employees showing the combined total of credited hours and actual overtime hours worked in the applicable Area.**

---

**Terry Rose  
Business Manager  
IBEW Local 1620**

---

**Date Signed**

---

**Elizabeth Whitten  
Manager, Human Resources  
Newfoundland Power Inc.**

---

**Date Signed**

**Collective Agreement Between Newfoundland Power  
And The Craft Bargaining Unit Of The I.B.E.W.**

# **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, 2014  
to  
September 30, 2017**

# 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 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. 2014.

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 the 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 15th 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). 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 or a Regular Apprentice Employee.
- (d) Regular Apprentice Employee is any Employee who is hired by the Company for participation in a formal Apprenticeship Program recognized by the Department of Education.

**2.03 – INTERPRETATION**

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

**2.04 – PROBATIONARY PERIOD**

Upon commencement of employment with the Company, a Regular or Temporary Employee will be subject to a probationary period of up to six (6) months of work with the exception of a Regular Apprentice Employee. Regular Apprentice Employees shall be subject to a probationary period until the successful completion of the National Red Seal Exam.

During or at the end of the probationary period, the Employee may be terminated for unsuitability at the Company's discretion.

If the Company determines that a longer probationary period is required, the probationary period will be extended upon mutual agreement of the Company and the Union.

**Article 3 – Responsibilities of the Parties**

**3.01 – AGREEMENT TO BE OBSERVED**

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

**3.02 – NO WORK STOPPAGES**

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

**3.03 – CONTRACTING OUT PROVISION**

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

### ***3.04 – BARGAINING UNIT WORK***

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

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

### ***3.05 – TECHNOLOGICAL CHANGE***

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

### ***3.06 – COLLECTIVE AGREEMENT TRAINING***

After signing of the Collective Agreement, the Company and the Union agree to participate in joint training of supervisors and shop stewards to explain the terms and conditions of the Collective Agreement.

## **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, layoff, discipline and discharge any Employee for just cause, and to increase or decrease the working force of the Company, and to reorganize 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 (**four (4) Newfoundland Power Union employees appointed by the Union from this Bargaining Unit**), Labour Management Committee (four (4) appointed by the Union from this Bargaining Unit), Shop Stewards, Apprenticeship Advisory Committee, Respectful Workforce Committee, Workplace Violence Committee, committees and representatives required under the Occupational Health and Safety Act, Classification Review Committee, other joint Management and Union committees and any other persons who are authorized representatives of the Union for the purposes of negotiations and discussions with the Company in matters which are appropriate under provisions of this Agreement. The Union may also have the services of a person designated by the Union when dealing with grievances, or servicing this contract. The Labour Management Committee shall meet **once per quarter** unless otherwise mutually agreed by the Union and the Company. **The Apprenticeship Advisory Committee shall meet twice per year.**

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

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

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

### ***6.03 – STEWARDS***

Shop Stewards, appointed by the Business Manager in writing to the Company, shall be allowed time to perform their duties in servicing this Agreement without discrimination and without loss of pay, it being understood that in all cases Shop Stewards requiring time away from regular duties shall obtain prior approval from their immediate supervisor. Such approval shall be given

by the subject to the exigencies of the operation. In the event of a layoff, the Company shall notify the Union immediately before any Shop Steward is terminated.

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

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

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

**6.05 – DOCUMENTS AND CORRESPONDENCE TO UNION**

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

- (a) A list of all Regular Employees and Regular Apprentice 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 tenth working day of the month following.
- (c) A copy of all job postings, job appointments, promotions, demotions, and transfers as soon as they are posted.
- (d) On a monthly basis, names of Employees temporarily assigned to another Union position for a continuous basis of three (3) months or more, hired, discharged, retired, deceased or who have resigned.
- (e) On a monthly basis, a copy of any suspensions, verbal or written warnings given to Employees.
- (f) Reasonable notification of any courses, seminars, workshops or educational programs to be given by or through the Company pertinent to Employees of the Bargaining Unit.
- (g) On a monthly basis, a list of temporary assignments into management giving the effective date.
- (h) On a monthly basis, a list of Employees returning to the Bargaining Unit from temporary assignment in management giving the effective date.
- (i) On a monthly basis, the names and positions of Employees participating in a Return to Work Program including the start and estimated duration of any accommodation that is outside the Collective Agreement and/or the Bargaining Unit. (May also require a Letter of Understanding (LOU.))
- (j) On a monthly basis, a list of Employees going on or returning from Long Term Disability (LTD).
- (k) On a monthly basis, a list of Employees assigned to special projects outside of the Province.
- (l) On a monthly basis, updates to Employee work phone numbers and safety incidents.

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

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

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

#### **6.07 – DISCIPLINARY RECORDS**

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

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

#### **6.08 – BULLETIN BOARDS**

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

#### **6.09 – INTRODUCTION TO SHOP STEWARD**

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

The Company shall also provide the Shop Steward an opportunity to meet with the new Employee, to familiarize the Employee with the Labour Agreement and present them with the Local Union's orientation information materials and welcome them to the Union. The meeting would normally be completed within one half (1/2) hour.

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

### **6.10 – PRE NEGOTIATING COMMITTEE**

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

## **Article 7 – Safety**

### **7.01 – SAFETY POLICY**

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

- To completely integrate Safety with all operations. To see that Employees are at all times kept familiar with the general and special practices for the safe conduct of their work.
- To recognize and support the efforts of the Occupational Health and Safety Committees as established under the Occupational Health and Safety Regulations. These Committees shall be comprised of Union and Management Appointees with Co-chairmanship. They shall be mandated to carry out the duties and responsibilities as prescribed by legislation.
- To see that the safety practices and procedures, as prescribed from time to time in the Company's Operations Manual or bylaw, shall be strictly adhered to.
- The tools and safety equipment supplied by the Company shall be properly used and taken care of at all times by the Employees to whom they are issued.

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

Contractors will be required to comply with Occupational Health and Safety legislation and follow all Company's health and safety practices and procedures.

### **7.02 – EMPLOYEE REQUIRING ASSISTANCE**

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

### **7.03 – ASSISTANCE ON CALLOUT**

It is Company policy that an Employee on callout must obtain adequate assistance if work is encountered which cannot be carried out safely by a single person in accordance with the Company's Health and Safety Standards Manual. In determining the requirement for assistance, the Employee is expected to use bona fide judgment.

#### ***7.04 – PROTECTIVE EQUIPMENT***

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

Flame resistant protective clothing of a type which meets recognized industry standards will continue to be supplied for the duration of the Collective Agreement.

#### ***7.05 – VIDEO DISPLAY TERMINALS***

A video display terminal user is an Employee whose use of Video Display Terminals (VDT) 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 VDT users, the Company shall take every reasonable step to:

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

For Regular Employees who are VDT users, the Company shall:

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

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

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

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

#### ***7.07 – MEDICAL ACCOMMODATION***

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

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

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

Suitable work will be offered under the Company's Early and Safe Return to Work (ESTRW) Program and in accordance with the Workplace Health, Safety and Compensation Commission (WHSCC) Policy RE-18 Hierarchy of Return to Work. This may involve the Employee's pre-disability position with or without modifications, a comparable position with or without modifications, or a collection of duties that the Employee can perform based upon the Employee's qualifications and functional abilities. These guidelines may involve accommodation outside the Craft Collective Agreement, either within the Clerical Bargaining Unit or in Management, but only after all reasonable options within the confines of the Craft Collective Agreement have been explored. Accommodation within the Clerical Bargaining Unit shall require the consent of the Union.

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

## **Article 8 – Training and Apprenticeship**

### ***8.01 – TRAINING PROGRAMMES***

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

- (a) It is recognized that mutual benefits would accrue by participating in Labour Relations Training and, where practical, the parties agree to co-operate in this training.
- (b) The Company shall provide training, where reasonable, in order to broaden the knowledge and skills of Employees.
- (c) Upon supervisory approval, the Company shall assist Employees who attend training programmes at approved institutions off the premises outside their normal working hours, when such training relates to overall career development. Such assistance shall include reimbursement for tuition fees and compulsory textbooks upon successful completion of the training programme. Should such assistance be denied, the Employee may request a review by the Employee Development Section.
- (d) Training which is considered by the Company to be essential for satisfactory job performance shall be mandatory and shall be considered as time worked. Employees attending training outside their operating area and delivered on a normal working day shall be paid a normal day's pay. Employees attending training within their operating area and delivered on a normal working day shall report to their supervisor if training is completed before the expiration of the normal workday. When travel to or from the place of training is necessary, it shall be done during normal working hours where practical. If an Employee is required to **travel to and from training**/safety meetings outside of normal work hours, they will be paid at the double time rate.

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

#### ***8.02 – LABOUR RELATIONS FUND***

The Company will make available in each calendar year a maximum of **\$18,500** for labour relations education and training for this Bargaining Unit's membership.

The Company shall commit part or all of these funds towards specific programs only upon written request from the Business Manager to the appropriate Company official.

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

#### ***8.03 – RECOGNITION OF APPRENTICE PROGRAM***

The Union recognizes the value and necessity of the Company's Apprenticeship Program and agrees to co-operate fully in the implementation thereof.

An Apprenticeship Advisory Committee with equal representation from the Company and Union will, from time to time, review and make recommendations to the Company on the Apprenticeship Program.

#### ***8.04 – SCHEDULE OF PAY***

The schedule of rates of pay for Regular Apprentice Employees 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***

The Company's Apprenticeship Program ends when a Regular Apprentice Employee is eligible to write the National Red Seal Exam. The Regular Apprentice Employee 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 **Advanced Education and Skills** (Industrial Training Section). The Company shall ensure that the Regular Apprentice Employee has the necessary training available to him/her within the established time frames.

Depending on operational requirements, offers of journeyman positions will be made to **Regular Apprentice Employees upon the successful completion of the National Red Seal Exam and as per the New PLT Journeyman Appointment Process which is posted on Newfoundland Power's intranet website "Webster"**. A Regular Apprentice Employee, on attaining his/her journeyman status, is under no obligation to accept a journeyman position with the Company and the Company is under no obligation to provide a journeyman position to the Regular Apprentice Employee. If a Regular Apprentice Employee has not been offered a journeyman position and a position is posted for a journeyman within thirty (30) days of the

successfully written 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.

Regular Apprentice Employees, who accept a journeyperson position after successful completion of the National Red Seal Exam, will sign a one (1) year service agreement with the Company and will remain in the location as per Clause 22.10. Regular Apprentice Employees who are offered a **journeyperson** position but do not accept it will be terminated. Regular Apprentice Employees not offered a journeyperson position through this process will be laid off and shall have his/her name placed on the Temporary Employee Preference Listing by Area and location and shall appear in order of their achieving journeyperson status by date and will be credited with zero (0) days. Such journeypersons shall only be placed on the Temporary Employee Preference List upon providing the Company with written notification, and supporting documentation, that they have successfully completed the National Red Seal Exam.

#### ***8.06 – REGULAR EMPLOYEE COMMENCING APPRENTICESHIP PROGRAM***

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

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

#### ***8.07 – TRAVEL DURING THE APPRENTICESHIP PERIOD***

During the apprenticeship period, the Regular Apprentice Employee will be assigned to various projects. If assigned to Temporary Headquarters, the Regular Apprentice Employee will be paid in accordance with Article 14. However, the Regular Apprentice Employee will not have the right to opt out of any **assignment**.

#### ***8.08 – APPRENTICE RELOCATION ALLOWANCE***

**The Company shall reimburse Regular Apprentice Employees for moving expenses if they are required by the Company to change their Normal Headquarters during their apprenticeship program or when they are required to move to their first journeyperson position upon graduation.**

**(a) During Block 1, Regular Apprentice Employees who are required by the Company to change their Normal Headquarters for the purpose of completing the centralized Block 1 training will be entitled to a lump sum relocation payment of \$2,500 for expenses associated with relocation. The monthly duplicate housing allowance will not apply.**

**(b) Following Block 1 and** until the end of Block 3 (or the end of Block 4 for Industrial Electrical Apprentices), Regular Apprentice Employees who are required by the Company to change their Normal Headquarters and who incur relocation or duplicate housing expenses will be entitled to an allowance.

The Regular Apprentice Employee may choose either a lump sum relocation payment of \$2,500 for expenses associated with relocation, or a monthly duplicate housing allowance. The monthly duplicate housing allowance will be paid up to a maximum of \$550 a month **and for a maximum period of 12 months**. These allowances are intended to offset a portion of their relocation expenses. Proof of expenses will be required **as per the guidelines posted on Newfoundland Power's intranet website "Webster"**. Duplicate housing expenses paid to an immediate family member do not qualify.

(c) A Regular Apprentice Employee who is relocated at any time during Block 4 (or Block 5 for an Industrial Electrical Apprentice), **or upon relocation to their first journeyman position upon graduation** will only be entitled to the lump sum relocation payment of \$2,500. The monthly duplicate housing allowance will not apply.

#### ***8.09 – APPRENTICE RETURN TO SCHOOL***

When the Regular Apprentice Employee returns to school, the Company agrees to pay the Regular Apprentice Employee **95%** of their regular weekly earnings for the initial two-week Employment Insurance waiting period. The Company will also pay a training allowance top-up of their Employment Insurance so that they receive **95%** of their regular weekly earnings for the remaining period they are in school.

**When the Regular Apprentice Employee returns to work from block school training, the Company agrees to pay the Regular Apprentice Employee 5% of the regular weekly earnings that was in effect prior to their return to school for the number of weeks they have been at school.**

**The Company will provide the Regular Apprentice Employee with a \$4,000 education loan when they return to block school training. When the Employee returns to work from school, the education loan will be deducted from their first three (3) pay periods or deducted earlier at the Employee's request.**

### **Article 9 – Hours of Work**

#### ***9.01 – INTENT OF CLAUSE***

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

#### ***9.02 – NON-SHIFT EMPLOYEES***

The hours of work for Non-Shift Employees shall be forty (40) hours per week consisting of eight (8) hours per day from 8:00 a.m. to 4:00 p.m. Monday through Friday.

The Company may offer alternate hours of work to Employees working from their Normal Headquarters. For those Employees who **accept the Company's offer of** 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 **and they will 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 **except when the Employee's supervisor provides approval in advance that they can take their lunch break at a nearby location due to traffic or public safety issues. It is also understood that** during a planned outage or during extreme emergencies, the lunch break may be rescheduled. In such cases, if the Employee works during the paid thirty (30) minute lunch break and provided the Employee does not receive a paid lunch break between the hours of 11:00 a.m. and 2:00 p.m. the Company will pay the Employee eight and one-half (8 ½) hours if they work the full day without being provided a lunch break.

### ***9.03 – SHIFT EMPLOYEES***

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

The work schedule in the System Control Center will normally consist of four (4) three (3) - person teams working two (2) days (from 07:30 to 19:30) and two (2) nights (from 19:30 to 07:30) in a rotating schedule for twenty-four (24) weeks, except when a Power System Operator in Training in the System Control Center is working on Step 1 of the qualification. Power System Operator in Training working on Step 1 of the qualification will work a daily shift of Monday-Friday from 07:30 to 15:30, resulting in a four (4) - person team in the day and a two-person team in the night. Every twelve (12) months, one member of each team, excluding the Power System Operators in Training working on Step 1 of the qualification, will be rotated to another team.

For each week of the twenty-four (24) week schedule, the Power System Operator Lead Hands, Power System Operators and Power System Operators in Training with the Step 1 qualification or higher will receive two (2) hours of overtime, for a total of forty-eight (48) overtime hours in the twenty-four (24) week schedule.

In accordance with the work schedule, once an Employee has been assigned to work a statutory holiday, changes to the schedule will only occur on the mutual agreement of the Employee and the Company.

The scheduling of vacation will be subject to Clause 16.04, however, prior to vacation preference being awarded based on Service Seniority, the Employees in the System Control Center will be provided the opportunity to reach a consensus on the criteria for vacation preference.

Shift differential will be paid at the rate specified in Clause 9.06 for all hours worked between the hours of 16:00 and 08:00 from Monday to Friday, and for all hours worked on Saturday and Sunday. When Employees are working overtime, the shift differential will not apply.

**9.05 – REST BREAKS**

Employees shall be entitled to a rest break of fifteen (15) minutes for each half shift worked. Rest breaks are to be taken on the job site and during the period after the first hour and before the last hour of the half shift being worked. Notwithstanding the foregoing, the rest break shall be taken either before or after, but not during, a period of planned outage.

**9.06 – SHIFT DIFFERENTIAL**

Employees working shifts **as per Clause 9.03 or Clause 9.04** shall receive a shift differential as follows:

<b>Effective Date</b>	<b>2014/01/01</b>
	\$1.65

The shift differential will only apply between the hours of 16:00 hours and 08:00 hours, **with the exception of the Shift Crew in St. John’s who will also receive shift differential for hours**

**worked from 08:00 to 16:00 hours on Saturday and Sunday.** The shift differential shall not apply to hours worked for which overtime rates apply.

***9.07 – ALTERNATE HOURS AT REQUEST OF EMPLOYEE***

Subject to the approval of the Company and the Union, an Employee may request that the eight (8) or ten (10) hours in a day be varied to any eight or ten (10) - hour period between the hours of 6:00 am and 8:00 pm.

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

**Article 10 – Overtime**

***10.01 – OVERTIME RATE***

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

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

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

***10.02 – BANKING OF OVERTIME***

(a) 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.

(b) 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, a maximum of 2,080 hours of banked overtime may be taken as time off immediately prior to retirement. Notwithstanding the above, Employees who have an 85 age/service combination by September 30, 2017, may take all remaining banked overtime as time off immediately prior to their retirement.**

(c) 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 as of May 4, 2004 shall be valued at the Employee's rate of pay on September 30, 2003.*

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

(d) 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. Overtime will be distributed among all qualified Employees within a given Area **based on year-to-date figures**. All Employees shall accept **overtime** in order to spread the work as evenly as possible.

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 **bi-weekly** basis a list of employees **and their call out order as defined in Appendix I**. 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, LTD, other long-term leave or layoff shall be placed on the overtime roster in the same spot that they were when they left.

#### ***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 (8) - 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 **at least two (2) hours prior to the sixteen (16) continuous hours elapsing**. 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.

**When an Employee's period of rest ends within one (1) hour or less of the end of their regular shift, they are required to personally contact their supervisor at the end of the rest period via telephone call to find out if they are required to report to work. It is understood that Employees with one (1) hour or less of their regular shift remaining upon completion of**

**their rest period, will be** required to report for work only if the Company requires that Employee to work overtime after their regular shift. **If the Employee is advised by their supervisor that they are not required to report to work, the** Employee will be paid the straight time rate for the one (1) hour or less remaining in their regular shift.

This clause shall not apply to Employees working twelve (12) - hour shifts and to Relief Shift Employees.

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

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

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

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

***10.09 - EARLY RELEASE FOR REST BREAK – PENDING STORM***

**Prior to a pending storm or major system event within an Area or Location, non-shift Power Line Technician Lead Hands and Power Line Technicians who are at work and are working hours as per Clause 9.02, may be released early from their regular hours of work to allow a rest break prior to returning for work on storm or major system event response. Power Line Technician Apprentices will only be selected for early release if no other Employee is available to work on storm or major system event response. Invocation of early release will be solely at the discretion of the Company.**

**Employees who are released shall suffer no loss of pay from the time of their early release to the end of their normal work day. Employees will not qualify for standby pay as per Clause 12.01 when they are early released.**

**Each Area or Location will maintain an Early Release List for Power Line Technician Lead Hands, Power Line Technicians and Power Line Technician Apprentices based on Classification Seniority. Power Line Technician Lead Hands, Power Line Technicians and Power Line Technician Apprentices will be selected for early release based on this List. To start this process, Employees will initially be selected for early release based on Classification Seniority. The Early Release List will not be reset each Season. When invoked, the list will continue on from the last Power Line Technician Lead Hand, Power Line Technician and Power Line Technician Apprentice who was selected for release during the last storm or major system event.**

**Subject to operational requirements at the time of the pending storm or major system event, the supervisor will select employees for early release as per the Early Release List. Power Line Technician Lead Hands and Power Line Technicians will be selected from this List until the required number of employees has been reached. Power Line Technician Lead Hands and Power Line Technicians who accept the opportunity for early release, as well as those Power Line Technician Lead Hands and Power Line Technicians who reject the opportunity for early release for any reason, will be moved to the bottom of the List. The Early Release List will be updated and posted after each early release event.**

**New Power Line Technician Lead Hands, Power Line Technicians and Power Line Technician Apprentices in the Area will be added to the bottom of the Early Release List.**

**The provisions in Clause 10.06 – Equal Distribution do not apply to this Clause.**

## **Article 11 – Wages**

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

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

## **Article 12 – Standby Service**

### ***12.01 – STANDBY SERVICE***

Employees shall perform standby duty when requested by their supervisor. Such Employee shall be qualified to perform the duties for which they are requested to standby. A Power Line Technician or a Power Line Technician Lead Hand shall be the primary on-call person only after they have a minimum of three (3) months of Classification Seniority. Regular Apprentice Employees cannot be the primary on-call person at any time.

An Employee on standby shall be readily available for work. They shall remain within their Headquarters Area and be available by telephone or leave information as to where they can be reached quickly and make arrangements for forwarding any messages that may be received by telephone. If calls are received, they shall immediately report for work or take such action as may be necessary under the circumstances. The Employee performing standby within a District is to remain within the District unless there are extenuating circumstances and alternate arrangements are pre-approved by their supervisor. **The standby schedule will be done after the annual vacation schedule has been approved and posted.**

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 **by personal telephone contact. If the schedule has previously been posted, they must also notify the On-Call supervisor and System Control Center by personal telephone contact. All standby exchanges involving Employees on approved leave, including floater, vacation, time off in lieu of banked overtime, leave as per Article 20 and sick leave, will require supervisor approval in advance of the standby taking place. If approved, it is understood that Clauses 10.08 and 16.06 will not apply.**

Employees assigned to standby duty shall receive as follows:

- (a) A weekly rate of **nine (9)** - hours pay at the Lead Hand rate; or
- (b) A weekly rate of **eleven (11)** - hours pay at the Lead Hand rate for a week that contains one (1) statutory holiday
- (c) A weekly rate of **thirteen (13)** - hours pay at the Lead Hand rate for a week that contains two (2) statutory holidays
- (d) A weekly rate of **fifteen (15)** - hours pay at the Lead Hand rate for a week that contains three (3) statutory holidays
- (e) The daily rate for a non-statutory holiday shall be **one (1) hour at the Lead Hand rate from Sunday to Thursday and two (2) hours at the Lead Hand rate for Friday and Saturday**. The daily rate for a statutory holiday shall be **three (3) hours at the Lead Hand rate if it falls on a Sunday to Thursday and four (4) hours at the Lead Hand rate if it falls on a Friday or a Saturday**.

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

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

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

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

The overtime rate for Employees, who are required by the Company to perform standby duties, shall be based on the Lead Hand rate for their classification for all overtime hours worked as a result of the standby duty.

#### ***12.02 – STANDBY – PENDING STORMS***

Employees who are required to be away from their normal residence in order to perform standby, shall be paid the following:

- (1) Time spent travelling at the prevailing rate, at the commencement and termination of the standby assignment in accordance with the Collective Agreement.
- (2) Double the regular standby rate as per Clause 12.01 of the Collective Agreement.
- (3) The Employee shall be granted a minimum of four (4) hours pay per twenty-four (24) - hour period at double time rate if there is no work.
- (4) If the Employee works, the Employee shall be paid for all time worked in excess of the four (4) hour minimum pay per twenty-four (24) - hour period in accordance with the Collective Agreement.

## **Article 13 – Inclement Weather**

### ***13.01 – MINIMUM EIGHT (8) HOURS PAY***

An Employee who reports for work on a scheduled working day, but who, by reason of inclement weather or reasons beyond their control, is dismissed for the day shall receive not less than eight (8) hours pay at such Employee's normal rate.

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

### ***13.02 – ALTERNATE WORK***

If, in the opinion of the Company, it is impractical because of inclement weather for Employees to continue their normal duties, the Company may require such Employees to perform such other tasks compatible with their trade as may be available or such Employees may be instructed in safety measures and procedures, Company policies etc. Members of line crews will not be required to perform routine scheduled hotline work made hazardous because of lightning, rain, sleet, snow, wind or mist. During periods of such inclement weather work will be confined to emergency situations or to such work as can be done without undue hazards.

As per Clause 7.01 all work will be performed safely.

## **Article 14 - Travel**

### ***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 worksite, a substation or other Company building, trailer or temporary accommodations may be designated a Temporary Headquarters.
3. Worksite 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 WORKSITE***

Time spent in travelling between Normal Headquarters and worksite at the commencement and termination of each day's work will be paid for as time worked.

### ***14.03 – KILOMETRE ALLOWANCE***

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

Meter Readers who opt, at the Company's request, to provide their own transportation to and from the assigned routes shall be paid a daily allowance of thirty -one dollars (\$31.00) Date of

Signing, thirty-two dollars (\$32.00) January 1, 2014, and a Kilometre Allowance for all kilometers driven in reading the assigned route.

#### ***14.04 – MEALS DURING OVERTIME***

The Meal Allowance for meals during overtime shall be **seventeen dollars (\$17.00)**. 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) **business days'** notice for projects lasting one (1) week or less and five (5) **business days'** notice for projects lasting longer than one (1) week. Employees not notified as per the above shall be paid at the applicable overtime rate for the first day of the project.

Employees required to work on planned overtime will be advised the previous day and will receive not less than twelve (12) hours' notice. This clause does not cover emergency situations or pressing work that arises on short notice.

**14.06 – ALTERNATIVE HOURS – TEMPORARY HEADQUARTERS**

When working alternative hours of work from a Temporary Headquarters, the hours of work for Employees shall be forty (40) hours per week, Monday through Friday, between the hours of 7:00 am and 6:00 pm, ten (10) hours per day.

The hours of work shall be set at the commencement of the project phase and they shall be the hours of work for the entire project phase, except where the hours of work may change due to circumstances beyond the Company's control.

When working from a Temporary Headquarters, the following situations may apply:

- A. For Employees not required to reside away from their normal residence:
- Where the Company offers ten (10) - hour days the Company will request volunteers for the project. The Company will distribute the opportunity for alternate hours to all qualified volunteers in the Area such that Employees will be rotated out at least every four (4) weeks, where practical.
  - When the Company is not successful in obtaining volunteers, the Company may assign Employees to work ten (10) – hour days from a Temporary Headquarters while not residing away from their normal residence, up to a maximum of twenty (20) projects company-wide in a calendar year. The Company will notify the Union of the start date of the project, expected duration and the number of the twenty (20) projects utilized year-to-date.
- B. For Employees required to reside away from their normal residence:
- The Company may set the hours of work.
- C. Where there are Employees required to reside away from their normal residence and Employees who are not required to reside away from their normal residence and are working on the same project:
- The Company will assign the hours of work.
  - Employees who are required to work ten (10) - hour days may opt out of the project, provided they can be replaced by another qualified Employee in their Area.

In B and C above or when Employees work on one (1) of the twenty (20) projects in A above:

- The Company will distribute the opportunity for alternate hours to all qualified Employees in the Area such that Employees will be rotated out at least every four (4) weeks and all qualified Employees in the Area will take their turn, where practical.

- Employees may request to opt out of a Temporary Headquarters assignment of ten (10) - hour days in cases where there is a serious illness within their immediate family or where the assignment will create severe and immediate hardship to themselves or their immediate family. Immediate family is defined as spouse, common-law spouse, child, stepchild, parent, stepparent, grandparent, grandchild or child of a common-law spouse.
- Employees will not be assigned another Temporary Headquarters assignment working ten (10) - hour days until all other qualified Employees in their Area take their turn.

If a paid holiday falls within the forty (40) - hour workweek, the paid holiday shall be considered as the same number of hours as the assigned alternate hours for that week. If a paid holiday falls outside the forty (40) - hour workweek when Employees are working ten (10) - hour days, the Employee will receive an additional eight (8) hours pay at straight time rates.

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

***14.07 – PER DIEM MEAL ALLOWANCE & ACCOMMODATIONS***

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

A weekly rate shall only apply when an Employee works four (4) consecutive ten (10) - hour days (Monday through Friday) and resides away from their normal residence. When an Employee receives the weekly rate and is required to reside away from their normal residence for an additional night, the Employee will be paid the daily rate for each additional night they reside away from home.

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

Per Diem Allowance	2014/01/01
Breakfast	\$ 11.50
Lunch	16.00
Dinner	19.00
Incidentals	13.00
<b>Total Per Diem DAILY</b>	<b>\$ 59.50</b>
<b>Total Per Diem WEEKLY</b>	<b>\$ 297.50</b>

When opting for accommodations and Per Diem Meal Allowances as per above, Employees shall travel on their own time up to fifteen (15) minutes at the beginning and end of their workday

between Temporary Headquarters and accommodations. Any additional travel time shall be part of their normal workday.

***14.08 – TRAVEL ALLOWANCE***

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

The Travel Allowance is one of the following;

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

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

Employees shall travel between their accommodations and Temporary Headquarters on their own time.

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

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

Employees using the Commuting Allowance shall do so for a minimum of a one (1) week period or for the duration of the project whichever is shorter. Commuting Allowance shall be available under the following two (2) conditions:

1. Employees who are required to work from a Temporary Headquarters and reside away from normal residence, may elect to receive in lieu of Per Diem Meal Allowance and accommodations *or* Travel Allowance, a Commuting Allowance for each day worked.
2. When Employees are required to work from a Temporary Headquarters where they are not required to reside away from normal residence and are required to report directly to the Temporary Headquarters at the designated starting time, a Commuting Allowance will apply. The Commuting Allowance shall be paid on a weekly basis for Employees working four (4) ten (10) - hour days and on a daily rate for Employees working eight (8) - hour days. When an Employee has worked four (4) ten (10) - hour days and is required to work an additional ten (10) - hour day they will be paid one-quarter (1/4) of the weekly rate.

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

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

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

Employees shall:

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

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

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

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

Commuting Allowance

**2014/01/01**

<i>Distance</i>	<b>8 Hour Days Daily</b>	<b>4 * 10 Hour Days Weekly</b>
0-40 km	\$41.00	\$295.00
41-80 km	\$58.00	\$430.00
> 81 km	\$64.00	\$480.00

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

Employees **whose Normal Headquarters is** Topsail Road, Kenmount Road or Duffy Place **and are** temporarily assigned to either of these locations will not be entitled to the Commuting Allowance **provided they have been given prior notice of at least two (2) business days.** These Employees shall report to their reassigned Headquarters at their normal starting time.

**14.10 – TRAVEL**

Commencement and End of Project

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

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

Weekend Travel to and From Normal Headquarters

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

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

<b>From (km)</b>	<b>To (km)</b>	<b>Time each way</b>
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
401	450	4.5 hrs
451	500	5.0 hrs
501	550	5.5 hrs
551	600	6.0 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 Meal Allowance in accordance with Clause 14.07. Single accommodations will be provided where available.

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

**Article 15 – Paid Holidays**

Regular Apprentice Employees are entitled to all the rights and privileges granted to Regular Employees under this Article.

***15.01 – PAID HOLIDAYS***

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

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

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

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

In order to qualify for each of the above paid holidays an Employee must have worked or have been on approved leave on the working days immediately preceding and succeeding the day designated as a paid holiday. Temporary Employees who work the full day before or after the paid holiday shall receive a full day's pay for the holiday. Temporary Employees who have made themselves unavailable on the working day immediately preceding or succeeding the day designated as a paid holiday shall not be considered to be on approved leave.

**15.02 – OBSERVED DAY**

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

**15.03 – SHIFT EMPLOYEES**

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

When a paid holiday falls on an Employee’s assigned day of rest, the employee shall be paid eight (8) hours at the regular rate. Relief Shift Employees who are not required for work on a paid holiday will be given the day off.

**Article 16 – Vacations**

Notwithstanding the 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 Article.

Regular Apprentice Employees are entitled to all the rights and privileges granted to Regular Employees under this Article.

**16.01 – VACATION YEAR**

The vacation year shall be from January 1<sup>st</sup> to December 31<sup>st</sup> of each year.

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

**16.02 – VACATION CREDITS**

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

<b>Service to be completed in the Vacation Year</b>	<b>Maximum Vacation Rate</b>	<b>Vacation Credits</b>
Less than 8 years	17.33	15 days
8 years, but less than 10 years	14.44	18 days
10 years, but less than 15 years	12.38	21 days
15 years, but less than 20 years	11.82	22 days
20 years, but less than 25 years	10.40	25 days
25 years or more	8.67	30 days

For purposes of calculating vacation credits, all approved leave with pay, Regular Apprentice Employees attending school for block training, 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<sup>st</sup> to April 30<sup>th</sup> and

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

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

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

### ***16.03 – UTILIZATION OF VACATION CREDITS***

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

- (a) The dates of all vacations are subject to a request by the Regular Employee and approval of the supervisor.
- (b) Vacation pay will not be paid for vacation not taken except where outlined in (d), (e) 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, 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 (15) vacation credits must be utilized in the calendar year in which the request will apply.
  - ii. Any payment request must be for not less than two (2) vacation credits.

iii. Not greater than a total of eighteen (18) vacation credits can be requested for payment in any calendar year. There is no limit on receiving pay for unutilized vacation from previous years.

(f) Except as provided above or otherwise approved by the Company due to special and/or unique circumstances, **any unused** vacation credits **that exceed the carryover maximum** at the end of the vacation year shall be **paid out**. **The Employee may opt to roll outstanding credits into an RRSP by forwarding their request in writing to Human Resources before the end of the vacation year.**

#### ***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 **or designate**, 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.

**Regular Employees who request vacation from January 1<sup>st</sup> to March 31<sup>st</sup>, or for vacation requests outside of the normal process outlined above, are required to make the request in writing, by completing the form located on Newfoundland Power's intranet website, and to obtain approval from their Department Head or designate. Approval will be evaluated based upon the operational requirements of the Company. The Department Head, or designate, will advise the Regular Employee of their response in a timely manner.**

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 in writing between themselves and the Company. All changes to vacation time shall be granted at the Company's discretion. Cancellation or changes to previously approved vacation time are subject to a request in writing by the Regular Employee and the approval in writing of the appropriate official of the Company. Approvals will be evaluated based upon the operational impact of the change on the Company and shall not be unreasonably withheld.

The rescheduled vacation credits will be taken at a time that is mutually agreed upon in writing by the Regular Employee and the Company.

***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 **by the Company** 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.

**This Clause will not apply if the Employee contacts the Company and requests that they be permitted to return to work before the end of their vacation.**

***16.07 – TEMPORARY EMPLOYEES***

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

***16.08 – VACATION PAY ON TERMINATION***

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

***16.09 – TRANSFER VACATION TO SICK LEAVE***

If an Employee is

- admitted to hospital for medical services either immediately prior to or during vacation; or,
- incapacitated due to day surgery, and is under a physician's care with instructions to convalesce at home with restricted activities for three (3) or more consecutive days either immediately prior to or during vacation; or,

- injured or ill, and is under a physician's care with specific instructions to convalesce at home with restricted activities for three (3) or more consecutive days either immediately prior to or during vacation,

then the Employee shall advise their supervisor **via personal telephone contact** as soon as possible upon its occurrence and provide medical documentation from the attending physician that **is dated for the date of the initial medical visit and** supports the criteria listed above.

Upon receipt of the documentation, Human Resources shall review the Employee's request to have all, or the portion of their vacation time that meets the criteria above, transferred to sick leave from the date of its occurrence. **Any transfer of vacation to sick leave will begin not earlier than the date of the initial medical visit.**

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

#### ***16.10 – BEREAVEMENT LEAVE DURING VACATION***

Only where a Regular Employee's spouse, common-law spouse, brother, sister, parent, grandparent, brother-in-law, sister-in-law, parent-in-law, step-parent, child, step-child or common-law spouse's child dies during the Regular Employee's scheduled vacation shall the Regular Employee be entitled to bereavement leave under Clause 20.01 in lieu of scheduled vacation.

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

### **Article 17 – Insurance and Benefit Plans**

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

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

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

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

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

### ***17.03 – COST OF POLICIES***

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

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

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

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

#### **Pension:**

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

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

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

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part-time or full-time basis with no subsequent interruption of service with the Company be entitled to all of the rights and privileges granted to Regular Employees under the Pension Benefits. Apprentices shall, after the completion of three (3) months' continuous employment with the Company be entitled to those rights and privileges granted to Regular Employees as outlined above.

#### **Group RRSP:**

Regular Employees hired prior to May 4, 2004 shall be entitled to the following Group RRSP benefits. Regular Employees hired after May 4, 2004 are not eligible for membership in this plan.

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 (3) 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 Dollars (\$10,000.00). The combination of the severance and transitional pay shall not exceed **Eighty Thousand Dollars (\$80,000.00)**.

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-five (25) 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 and Regular Apprentice Employees hired (effective May 4, 2004) shall participate in a retirement savings plan as a means of providing for retirement. The Company shall contribute 5.75% of a Regular Employee's base salary to a registered retirement savings plan. The Regular Employee shall be required to match the Company's contribution.

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

## **Article 18 – Sick Leave**

### ***18.01 – SICK LEAVE – REGULAR EMPLOYEES***

Regular Employees who have completed one month's service shall be eligible to receive short term sick leave benefits, as noted below, for those periods during which they are **attending medical or dental appointments which are greater than four (4) hours, or 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.

**Every effort must be made by employees to schedule medical or dental appointments outside working hours or if not possible, appointments must be made to minimize absences from work as per Clause 18.05.**

**For Regular Employees who have completed one month's service and require time to attend a medical or dental appointment of four (4) hours or more, all hours taken will be**

**considered sick leave. When the time attending medical or dental appointments is equal to four (4) hours or less, the hours taken will be excused leave with pay.**

Regular Employees

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

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.

Regular Apprentice Employees shall be entitled to all of the rights and privileges granted to Regular Employees under this Clause.

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.

***18.02 – SICK LEAVE – TEMPORARY EMPLOYEES***

Temporary Employees who have completed at least sixty (60) days of employment shall be eligible to receive short-term sick leave benefits **for those periods they are physically unable**

**to work as a result of non-occupational sickness or injury, or for those periods during which they were pre-scheduled to work for more than four (4) hours and they require time to attend a medical or dental appointment of four (4) hours or more.**

**Every effort must be made by employees to schedule medical or dental appointments outside working hours or if not possible, appointments must be made to minimize absences from work as per Clause 18.05.**

**For Temporary Employees who have completed at least sixty (60) days of employment and they were pre-scheduled to work for more than four (4) hours and require time to attend medical or dental appointments of four (4) hours or more, all hours taken will be considered sick leave. When the time attending medical or dental appointments is equal to four (4) hours or less, the hours taken will be excused leave with pay.**

Such sick leave benefits shall be based on the total service accumulated by the Temporary Employee, as follows:

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

**The benefits covered under this clause are only applicable for hours the Temporary Employee is scheduled to work and will not apply if the Temporary Employee is called to work on short notice and is unable to work due to illness or to attend a medical or dental appointment.**

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

To qualify for sick leave benefits, an Employee shall report directly or via telephone message to their immediate supervisor, or other persons designated by the Company, that they are sick, prior to the start of a shift, stating the expected duration of the illness if known. If the duration is unknown at the time of the initial call, the Employee shall call daily until the duration can be determined.

An Employee will be required to procure a “Medical Certificate” following five (5) days of continuous sick leave.

The Company may, for reason only, request an Employee procure a “Medical Certificate” stating that they are fit to perform their duties. Medical Certificates may be signed by a physician, chiropractor, physiotherapist or medical specialist. When the Company requests a Medical

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

#### ***18.04 – MEDICAL ASSESSMENT***

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

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

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

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

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

### ***Article 19 – Personal Equipment***

Regular Apprentice Employees shall be entitled to all of the rights and privileges granted to Regular Employees under Article 19 of this Agreement.

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.

#### ***19.01 – 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.

#### ***19.02 – CLOTHING ALLOWANCE***

A combined allowance of Four Hundred and Sixty Dollars (\$460.00) for rainwear, safety footwear and coveralls shall be issued by the Company to Regular Employees by January 31<sup>st</sup> each year. **Temporary Employees who have completed their initial one hundred and thirty (130) working days accumulated service will be reimbursed to a maximum of Four**

**Hundred and Sixty Dollars (\$460.00) upon submission of receipts. Employees may purchase shop coats in lieu of coveralls.**

Power Line Technicians and Power Line Technician Lead Hands in the Districts who are required to read meters as a part of their normal duties shall receive an additional Two Hundred Dollars (\$200.00) a year.

The rainwear, safety footwear and coveralls purchased by the Employee shall be of a type approved by the Company.

***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), Tools and Equipment Maintenance, Tools and Equipment Maintenance Lead Hand (effective Jan 31, 2012) and Vehicle & Equipment Utilityperson will, in addition to Clause 19.02, receive a yearly allowance of Four Hundred Dollars (\$400.00) as follows to offset expenses associated with coveralls.

***19.04 – COVERALLS FOR DIRTY JOBS***

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

***19.05 – UNIFORMS***

Regular Employees in the classification of Meter Reader and Meter Technician shall, as a condition of employment, wear uniforms during all working hours identifying them as Company Employees. The uniform will be provided by the Company in accordance with the Uniform Allotment contained in Schedule “C” that forms part of this Agreement.

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

**Article 20 – Leaves of Absence**

***20.01 - BEREAVEMENT LEAVE***

In the case of the death of a spouse, common-law spouse, child, step-child, parent, step-parent, grandchild or child of a common-law spouse, a Bereavement Leave of four (4) consecutive working days (five (5) consecutive calendar days for a Regular 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 Regular 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 a Regular Employee working twelve (12) - hour shifts) with no loss of pay, inclusive of the day of the funeral shall be granted. At the discretion of the Company and following a request by the Regular Employee to Human

Resources, additional days may be granted to cover extenuating circumstances associated with the bereavement.

In addition to the three (3), four (4) and five (5) day periods above, additional time, up to one (1) day (one (1) calendar day for Regular Employees 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 a Regular Employee working twelve (12) - hour shifts) leave of absence, with no loss of pay, will be granted for the regular workday on which a Regular Employee attends the funeral of the Regular Employee's aunt, uncle, niece and nephew and the Regular Employee spouse's aunt, uncle, niece, nephew or grandparent.

Regular Apprentice Employees shall be entitled to all of the rights and privileges granted to Regular Employees under this clause.

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 **specified by the subpoena or summons that** the Employee is required to **attend court. The Employee is required to provide their supervisor with as much notice as possible of their requirement to attend court along with supporting documentation.**

#### ***20.03 – UNION BUSINESS***

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

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

#### ***20.04 – UNION CONVENTIONS***

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

#### ***20.05 – BUSINESS MANAGER***

With reasonable notice, requests by the Union that **one (1) Regular Employee from either the Clerical Bargaining Unit or the Craft Bargaining Unit** 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 layoff, 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 a Regular Employee with less Bargaining Unit Seniority or a Temporary Employee regardless of their preference 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 Regular Employee shall be offered the first vacant position, within their former Area, for which the Regular Employee is qualified. The Regular Employee will be assessed on knowledge of the Company, work experience, education and capability to perform the job with reasonable in-house training and coaching.

In order to retain the Company's Insurance and Benefit Plans under Article 17 excluding Long Term Disability and subject to legislation, the Regular Employee will pay the premium in whole for the period of their absence. The Company will provide the Union (IBEW Local 1620) an annual contribution of \$3,500.00 towards the cost of obtaining Long Term Disability coverage when a Regular Employee is serving in the role of Business Manager **or Assistant Business Manager**.

#### ***20.06 – LEAVE FOR OTHER PURPOSES***

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

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

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

#### ***20.07 – EMERGENCY LEAVE***

**In cases of emergency**, special leaves of absence, with pay and with maintenance and accumulation of seniority rights, shall be granted at the discretion of the Company. **The Employee is required to immediately notify their supervisor by personal telephone contact of the request for leave. The Employee must also submit a written request to Human Resources outlining the circumstances of the request as soon as possible. Human Resources will evaluate the request and determine if emergency leave is applicable. If deemed not applicable, the Employee will be required to take another form of leave, e.g. vacation, floater, overtime in lieu, etc.**

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

#### ***20.08 – EDUCATION LEAVE***

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

An Educational Assistance Grant of ten percent (10%) of the Employee's current base salary will be provided to those Regular Employees whose post-secondary education is directly linked to the business requirements of the Company. Where the Company offers an Educational Assistance Grant, Long Term Disability will be available for a maximum period of ten (10) months if the Employee pays the premium in whole.

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

#### ***20.09 – FAMILY RESPONSIBILITY LEAVE***

The Company will grant a Regular Employee a maximum of three (3) days with pay per year to attend to the temporary care of a sick immediate family member; needs related to the birth of the

Regular Employee's child, medical or dental appointments for immediate family members, meeting with school authorities or to deal with a sudden and unexpected problem with child care arrangements. **Family Responsibility Leave may be taken in hourly increments, a half day or a full day.**

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

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

Regular Apprentice Employees shall be entitled to all rights and privileges granted to Regular Employees under this Clause.

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 fifteen (15) weeks before the anticipated date of delivery.
2. Give two (2) weeks written notice prior to the commencement of the leave.

Benefits, including Long Term Disability, will be continued while on Pregnancy Leave. The Employee will be required to pay her portion of the required premiums.

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

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

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

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

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

Regular Apprentice Employees shall be entitled to all rights and privileges granted to Regular Employees under this Clause.

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 thirty-five (35) weeks will be included in the length of service for the calculation of vacation accrual and pension benefits (provided the Regular Employee paid his/her portion of the pension contributions during the leave).

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

Regular Apprentice Employees shall be entitled to all rights and privileges granted to Regular Employees under this Clause.

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

#### ***20.12 – ADOPTION LEAVE***

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

To qualify for Adoption Leave, an Employee must:

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

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

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

The first twenty-seven (27) week period of Adoption Leave for Regular Employees shall be considered as time worked for vacation credits. The entire thirty-five (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).

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

Regular Apprentice Employees shall be entitled to all rights and privileges granted to Regular Employees under this Clause.

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.

## **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 Lead Hand<br>Power Plant Maintenance<br>Power Plant Maintenance Lead Hand |
| Group (2) | Power Line Technician<br>Power Line Technician Lead Hand<br>Line Splicer                                  |

- Group (3) Electrical Maintenance  
Electrical Maintenance Lead Hand
- Group (4) Meter Technician  
Meter Technician Lead Hand
- Group (5) Patroller
- Group (6) Power System Operator  
Power System Operator Lead Hand
- Group (7) **Materials Handler**  
**Materials Handler Lead Hand**
- Group (8) Mechanical Maintenance  
Mechanical Maintenance Lead Hand
- Group (9) Mechanic  
Mechanic Lead Hand
- Group (10) Distribution Maintenance  
Distribution Maintenance Lead Hand
- Group (11) Apprentice Power Line Technician
- Group (12) Underground Locator – St. John’s**

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 layoff 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 February 10, 2000), Education Leave (effective April 1, 1999), Adoption Leave (effective May 4, 2004), approved leaves of absence with pay, Regular Apprentice Employees attending school for block training (effective May 18, 2012) and approved leaves of absence without pay provided the Regular Employee pays the premiums in whole to Newfoundland Power Inc. Retirement Income Plan or the Registered Retirement Savings Plan as per Clause 17.09, whichever is applicable.

Classification Seniority shall accrue during time on short-term sick leave, Worker’s Compensation (effective November 18, 1993), Long Term Disability (effective April 1, 1999), Vacation, Pregnancy Leave, Parental Leave (effective February 10, 2000), Education Leave (effective April 1, 1999), Adoption Leave (effective May 4, 2004), Regular Apprentice

Employees attending school for block training (effective May 18, 2012) 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.

Regular Apprentice Employees shall be entitled to all rights and privileges granted to Regular Employees under this Clause.

***21.02 – SELECTION OF REGULAR EMPLOYEES FOR DEMOTION***

Selection of Regular Employees for demotion resulting from layoff shall be based on Classification Seniority and shall be by Area, District or Location. It is understood that Regular Employees demoted due to layoffs for temporary work shortage shall be reinstated to their regular position as soon as one is required in the Area, District or Location.

***21.03 – SELECTION OF REGULAR EMPLOYEES AND REGULAR APPRENTICE 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 Seniority is equal.

Selection of Regular Employees for recall shall be by Area, District or Location and shall occur in the reverse layoff order.

**In the event of layoff, Regular Apprentice Employees within an Area will be laid off before Regular Employees in the related journeyman classification group within the same Area.** Selection of Regular Apprentice Employees for layoff or recall will be based on Classification Seniority in their blocks **with the** earlier blocks **being** laid off first.

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 (1) 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, **Adjusted Service, Classification and Adjusted Classification Seniority**, of Regular Employees and Regular Apprentice 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 or Regular Apprentice 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**

**(a) Obtaining Preference**

Temporary Employees 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 or Regular Apprentice 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.

**Time spent on approved leave with pay, or on the approved fifteen (15) unavailable days, will accrue as time worked for the Preference Listing.**

Temporary Employees shall maintain their position on the Preference List while on Vacation, Short-Term Sick Leave, Long Term Disability, and Workplace Health, Safety and Compensation Commission benefits. Temporary Employees shall also maintain their position on the Preference List while on Pregnancy Leave (effective November 12, 2002), Parental Leave (effective November 12, 2002) and Adoption Leave (effective April 13, 2004).

**(b) Layoff Order**

Temporary Employees will be laid off in reverse order of hire from the Preference Listing by classification within Area and Location.

**(c) Recall Rights and Refusals**

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.

**(d) Unavailable Days**

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 fifteen (15) days per calendar year, with the exception of the month of July and between December 11<sup>th</sup> and December 31<sup>st</sup> inclusive (defined as “blackout periods”). During these designated “blackout periods”, 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 fifteen (15) days per calendar year.

**(e) Removal from Preference Listing**

Temporary Employees shall be removed from the Preference Listing for the following:

- (i) Discharged for just cause.
- (ii) Resigns their position.
- (iii) Fails to report for work when scheduled unless there is a preapproved leave of absence as per Article 20, sick leave as per Article 18 or preapproved vacation as per Article 16.
- (iv) Laid off for a continuous period in excess of thirty-six (36) months.
- (v) Refusal to work during the designated “blackout periods” 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 21.06(e)(iv) 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 (0) days.

***21.07 – TEMPORARY ASSIGNMENT INTO MANAGERIAL POSITION***

Regular Employees, temporarily assigned to a Managerial position, shall continue to accrue Classification Seniority for the position temporarily vacated and Temporary Employees, temporarily assigned to a Managerial position, shall maintain their position on the Preference List provided that:

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

In the event that a Regular Employee does not return from a temporary assignment as per 1) and 2) above, and remains in the temporary assignment, they shall forfeit their Bargaining Unit

Seniority or if a Temporary Employee does not return from a temporary assignment as per 1) and 2) above, their time on the Preference List will be reset to zero (0) days.

***21.08 – PERMANENT ASSIGNMENT INTO MANAGERIAL POSITION***

For the purpose of Clause 22.03, 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 Postings of the Clerical Agreement, shall maintain seniority in the Craft Bargaining Unit and shall accrue seniority in the Clerical Bargaining Unit.

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

**Article 22 – Vacancies and New Classifications**

***22.01 – INTRODUCTION OF NEW CLASSES OF WORK***

Should it become necessary to introduce in any phase of this operation any new class of work within the scope of this Agreement, the job classification, its associated rate and working conditions shall be discussed with the Union prior to introduction.

***22.02 – JOB POSTINGS***

All regular full-time positions covered by this Agreement that become vacant on a full-time basis and are approved for full-time replacement shall be posted with the exception of jobs filled:

- by a Regular Employee whose position has been made redundant for technological or organizational change; or,
- by a Regular Employee who requires a medical accommodation.
- by a Regular Employee that is eligible to participate in the Volunteer Relocation Program. Should the position be filled by a Regular Employee that is eligible to participate in the Volunteer Relocation Program, the position that they are vacating may be appointed to an Apprentice.

All postings shall be posted on the Company bulletin boards including those at a Temporary Headquarters or Assigned Work Location (AWL). The standard job posting shall be posted for a duration of not less than ten (10) working days. The name of the successful candidate shall be posted within five (5) working days of appointment.

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

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

Where the Company requires a temporary assignment whose duration is longer than six (6) months, the job will be posted and awarded as per Clause 22.03, with the exception of any temporary position that is:

- filled by a Regular Employee whose position has been made redundant for technological or organizational change; or,
- filled by a Regular Employee who requires a medical accommodation.

In addition, an exception will be made for temporary assignments that have been historically rotated on a regular basis.

### ***22.03 – JOB SELECTION***

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

Selection of Regular Employees for promotion or transfer shall be based on Ability, Qualifications and Classification Seniority.

**The three (3) criteria, Ability, Qualifications and Classification Seniority, will be rated equally with each worth one-third (1/3) of the overall score for a total of one-hundred percent (100%).**

- 1. Ability: Determined by the interview (including testing or other evaluation procedures), and satisfactory performance demonstrated in current position, which combined are worth 25%. The remaining 8.33% of the Ability score is based on the reference checks.**
- 2. Qualifications: Qualifications are set by the Company and will be forwarded to the Union Office. Certificate/Certifications: 16.67%, Leadership: 16.67% (Interview Questions/Leadership Reference Questions). In situations where leadership is not a focus of the position, the Company reserves the right to include other evaluation criteria or apply the weighting to other certifications.**
- 3. Classification Seniority: 33 1/3%. Service Seniority will be used when Classification Seniority is absent or tied.**

**Should the top candidates score within 7.5 points out of 100 of each other, seniority will prevail.**

**In preparing for the interview, a member of the Bargaining Unit chosen by the Company will be consulted and provide feedback on interview questions. It is agreed that this Bargaining Unit member will hold the information in the strictest confidence. Failure to do**

so will result in the voiding of the process and the elimination of this member from future processes.

**Internal reference checks will be completed by Human Resources and will include both Managerial Employees who have supervised the Employee along with Lead Hands who have supervised the Employee.**

For promotion or transfer, the Classification Seniority applicable is that which was accrued in the Classification Group of the posted vacant position.

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 **this Clause.**

#### ***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.

**(a) With the exception of (b) below,** temporary appointments to Lead Hand or Power Line Technician Lead Hand for new crews or appointments to Managerial positions shall be from the particular Area and based on Classification Seniority, Ability, Qualifications and satisfactory performance **demonstrated** in current position.

Temporary appointments to Lead Hand or Power Line Technician Lead Hand positions for the formation of temporary crews resulting from absences that are known:

- before the creation of the weekly crew schedule, shall be from the particular Area and based on Classification Seniority, Ability, Qualifications and satisfactory performance **demonstrated** in current position.
- at any time after the weekly crew schedule is created and up until the next weekly schedule is created, shall be based on the person with the highest Classification Seniority of the temporary crew assigned by the Company.

**(b) Temporary assignments to a Power System Operator Lead Hand position for a work team shall be the Power System Operator with the highest Classification Seniority of the current work team. When the Power System Operator of the current work team is unavailable and the only working member of the work team is the Power System Operator in Training, the Power System Operator Lead Hand or Power System Operator called in with the highest Classification Seniority will be the Lead Hand of the work team.**

The provisions of this clause do not apply to Apprentices working within their own trade.

### ***22.05 – REQUEST FOR RECLASSIFICATION***

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

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

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

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

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

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

### ***22.07 – POWER PLANT MAINTENANCE***

It is agreed that the Power Plant Maintenance classification shall include all the duties and functions presently performed by the Unattended Power Plant Operator that includes any work available in conjunction with the hydro plants from headwaters to tailrace.

Incumbents in the Unattended Power Plant Operator classification shall continue their present duties and functions and shall be compensated at wage rates as outlined in Schedule "B". If Employees need to be hired, which previously would have been hired as Unattended Power Plant Operators, they will be hired as Power Plant Maintenance and will perform the duties and functions of this classification and they will be compensated at the Power Plant Maintenance rate. The classification of Unattended Power Plant Operator shall be deleted when all incumbents have left that position.

### ***22.08 – RELOCATION EXPENSES***

The Company shall reimburse Regular Employees for moving expenses related to a move necessitated by work commitments resulting from a job posting, a transfer, a redundancy, or participation in the Voluntary Relocation Program. A Regular Employee participating in the Voluntary Relocation Program is eligible to be reimbursed for reasonable relocation expenses once every five years. The reimbursement for relocation expenses shall be as per the guidelines posted on Newfoundland Power's intranet website, "Webster". A copy of these guidelines and any changes shall be sent to the Union office.

### ***22.09 – CLASSIFICATION RE-EVALUATION***

It is agreed that a Classification Review Committee be established including two (2) Union members in total representing both Craft and Clerical Bargaining Units appointed by the Business Manager. The mandate of this joint committee is to re-evaluate job classifications that have had significant changes to their job.

Where, in the opinion of the Company or the Union, significant changes have occurred to an existing job classification since April 24, 2009, the Company or the Union may request a classification review. The process to be followed is:

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

If this process results in an increased pay rate, it will be retroactive to the original request for re-classification. If the process results in a decreased pay rate, the existing pay will be frozen. The results of this joint committee will be final and communicated to the Employees within the job classification.

#### ***22.10 – LETTER OF OFFER***

In accordance with the Company's letter of offer of regular employment to Employees hired as Power Line Technicians, these Employees will be required to serve for twelve (12) months in their **initial** hiring location prior to being eligible to apply for jobs at other locations or participate in the Voluntary Relocation Program. **This Clause will not apply to employees hired under the conditions outlined in Appendix H.**

#### **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 (1), 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 (2), 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 (3), 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 (2) and a Union or policy grievance at step three (3).

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 (1).

### ***24.02 – GRIEVANCE – PROBATIONARY EMPLOYEES***

Probationary Employees working with the six-month probationary period (or until successful completion of the National Red Seal Exam for Regular Apprentice Employees) shall have the right to grieve any matter excluding termination for 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 **2014** and shall remain in full force and effect until and including the thirtieth day of September **2017**.

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

After September 30, **2017**, 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 sixty (60) days and not less than thirty (30) days immediately preceding September 30, **2017**.

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

### ***26.03 – CHANGE BY CONSENT***

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

## **Article 27 – Essential Employees**

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

In the event of a pending strike or work disruption and without an agreement on essential employees, the Union and Employees shall not participate in a strike or work disruption, and the Company shall not lock out Employees, until the Union and the Company have filed a joint written statement with the Newfoundland and Labrador Board of Commissioners of Public Utilities (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 18<sup>th</sup> day of June, **2015**, in the City of St. John's, Newfoundland.

**NEWFOUNDLAND POWER INC.**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Jocelyn Perry  
Vice President  
Finance & Chief Financial Officer

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Terry Rose  
Business Manager

\_\_\_\_\_  
Ed Osmond  
President

## SCHEDULE "A"

### CLASSIFICATION

Communications Technician III  
Distribution Maintenance  
Distribution Maintenance Lead Hand  
Driver Groundperson  
Electrical Maintenance  
Electrical Maintenance Helper  
Electrical Maintenance - Lead Hand  
Electrical Maintenance Apprentice  
EMC Maintenance  
Groundperson  
Inspector Climber  
Labourer  
Labourer - Blaster  
Line Inspector I  
Line Inspector I - 1<sup>st</sup> Year  
Line Inspector II  
Line Splicer  
Maintenance Assistant - Non-Journeyperson  
**Materials Handler – 1<sup>st</sup> Year**  
**Materials Handler – 2<sup>nd</sup> Year**  
**Materials Handler**  
**Materials Handler – Lead Hand**  
Mechanic  
Mechanic - Lead Hand  
Mechanical Maintenance  
Mechanical Maintenance Helper  
Mechanical Maintenance - Lead Hand  
**Metering Clerk**  
Meter Reader  
Meter Shop Shipping Clerk  
Meter Technician  
Meter Technician Apprentice  
Meter Technician - Lead Hand  
Patroller  
Planner Electrical Maintenance  
Planner Generation  
Planner Transmission and Distribution Power Plant Maintenance  
Powerline Technician  
Powerline Technician Apprentice  
Powerline Technician Lead Hand  
Power Plant Maintenance  
Power Plant Maintenance – Lead Hand  
Power Plant Maintenance (Electrical)  
Power Plant Maintenance (Electrical) Lead Hand  
Power Plant Maintenance (Mechanical)  
Power Plant Maintenance (Mechanical) Lead Hand

Production Assistant  
Property Utilityperson  
Property Utilityperson 1<sup>st</sup> Year  
Protective Equipment Tester  
Power System Operator Lead Hand  
Power System Operator  
Power System Operator in Training  
Tools&Equipment Maintenance Lead Hand  
Tools&Equipment Maintenance  
Transportation Service  
Unattended Power Plant Operator - Lead Hand  
**Underground Locator – St. John’s**  
Utility Arborist  
Utilityperson  
Utilityperson 1<sup>st</sup> Year  
Vehicle & Equipment Maintenance  
Vehicle & Equipment Maintenance 1st Year

## SCHEDULE "B"

### WAGES

The schedule of wage increases over the 3-year term to be adjusted as follows:

% Increase on Base Wage		
2014/10/01	2016/01/01	2017/01/01
<b>3%</b>	<b>2.5%</b>	<b>2.5%</b>

*The following schedule will apply to Regular Apprentice Employees:*

Apprentice Grade I	1 <sup>st</sup> six months, 70% of Tradesperson's Rate 2 <sup>nd</sup> six months, 73% of Tradesperson's Rate
Apprentice Grade II	1 <sup>st</sup> six months, 76% of Tradesperson's Rate 2 <sup>nd</sup> six months, 79% of Tradesperson's Rate
Apprentice Grade III	1 <sup>st</sup> six months, 82% of Tradesperson's Rate 2 <sup>nd</sup> six months, 85% of Tradesperson's Rate
Apprentice Grade IV	1 <sup>st</sup> six months, 90% of Tradesperson's Rate 2 <sup>nd</sup> six months, 95% of Tradesperson's Rate

1. Power Line Technician Lead Hands, who are selected at the Company's discretion to lead a crew formed for training purposes only and consists entirely of Regular Apprentice Employee Lineperson, will be paid a differential of seven percent (7%) per hour above the Power Line Technician Lead Hand rate.
2. Employees in the classification Group 2 and 3 (except Line Splicer) as per Clause 21.01 of the Agreement who do terminations or splices on Paper Insulated Lead Covered (P.I.L.C.) cables shall be paid a differential of four (4) percent per hour above their classification hourly rate. The differential shall only be paid to the Employee or Employees who actually perform the termination or splice and shall not be paid to Employees who are performing related or support duties.
3. Power Line Technician Lead Hands who are selected at the Company's discretion to deliver a formal training program to groups of Apprentice Linepersons and/or Power Line Technicians and/or Power Line Technician Lead Hands, on Hot Sticks or Underground Distribution, for one week or more will be paid a differential of seven percent (7%) per hour above the Power Line Technician Lead Hand rate.

The following schedule shall apply to Power System Operators in Training.

<i>Trainee Step 1</i>	1 <sup>st</sup> six months	60% of Power System Operator
	2 <sup>nd</sup> six months	65% of Power System Operator
<i>Trainee Step 2</i>	1 <sup>st</sup> six months	70% of Power System Operator
	2 <sup>nd</sup> six months	75% of Power System Operator
<i>Trainee Step 3</i>	1 <sup>st</sup> six months	82% of Power System Operator
	2 <sup>nd</sup> six months	90% of Power System Operator

An Employee's hire date as a Power System Operator in Training (for those hired after August 31<sup>st</sup>, 1998) shall be substituted as the classification seniority date as a Power System Operator or Power System Operator Lead Hand upon successful completion of their training and subsequent entry into the position of Power System Operator or Power System Operator Lead Hand as stipulated in Clause 8.06.

The Meter Reader classification shall be a one-year progression to the top of scale. The schedule shall be as follows:

1<sup>st</sup> six months - 80%  
2<sup>nd</sup> six months - 90%

*Special Cases*

All Employees whose wages are frozen prior to the signing date of this Agreement due to a transfer to a lower paying classification resulting from a job redundancy or a medical condition shall receive the negotiated wage increase effective **2014/10/01**. No subsequent increases will apply until the job rate of the lower paying classification equals or exceeds the frozen job rate **at which time subsequent increases shall apply**.

Classification	10-01-2014	Date of Signing	01-01-2016	01-01-2017
	3.0%		2.5%	2.5%
Communications Technician 111	42.93	42.93	44.00	45.10
6th Year 92.5%				
5th Year 85%				
4th Year 77.5%				
3rd Year 70%				
2nd year 62.5%				
1st Year 55%				
Distribution Maintenance	27.60	27.60	28.29	29.00
Distribution Maintenance 2nd Year	25.44	25.44	26.08	26.73
Distribution Maintenance 1st Year	23.34	23.34	23.92	24.52
Distribution Maintenance - Lead Hand	30.35	30.35	31.11	31.89
Driver Groundsperson	28.24	28.24	28.95	29.67
Driver Groundsperson 1st Year	25.28	25.28	25.91	26.56
Electrical Maintenance	39.10	39.10	40.08	41.08
Electrical Maintenance Helper	27.82	27.82	28.52	29.23
Electrical Maintenance Helper 2nd Year	25.60	25.60	26.24	26.89
Electrical Maintenance Helper 1st Year	23.34	23.34	23.92	24.52
Electrical Maintenance - Lead Hand	42.23	42.23	43.29	44.37
EMC Maintenance	30.86	30.86	31.63	32.42
Groundsperson	27.60	27.60	28.29	29.00
Groundsperson 1st Year	24.67	24.67	25.29	25.92
Handyperson 1st Year	24.11	24.11	24.72	25.33
Inspector Climber	41.67	41.67	42.72	43.78
Labourer	23.34	23.34	23.92	24.52
Labourer – Blaster	27.60	27.60	28.29	29.00
Labourer - Blast 1st Year	24.67	24.67	25.29	25.92
Line Inspector 1	30.18	30.18	30.93	31.71
Line Inspector 1 - 1st Year	27.16	27.16	27.84	28.54
Line Inspector 11	33.90	33.90	34.74	35.61
Line Splicer	40.07	40.07	41.07	42.10
Maintenance Assistant - Non Journey person	30.86	30.86	31.63	32.42
<b>Materials Handler - 1st Year</b>	25.20	25.20	25.83	26.48
<b>Materials Handler - 2nd Year</b>	27.27	27.27	27.96	28.66
<b>Materials Handler</b>	29.66	29.66	30.41	31.17
<b>Materials Handler - Lead Hand</b>	32.28	32.28	33.09	33.91
Mechanic	39.10	39.10	40.08	41.08
Mechanic - Lead Hand	42.23	42.23	43.29	44.37
Mechanical Maintenance	39.10	39.10	40.08	41.08
Mechanical Maintenance Helper	27.83	27.83	28.53	29.24
Mechanical Maintenance - Lead Hand	42.23	42.23	43.29	44.37

<b>Classification</b>	<b>10-01-2014</b>	<b>Date of Signing</b>	<b>01-01-2016</b>	<b>01-01-2017</b>
<b>Metering Clerk</b>	27.89	27.89	28.58	29.30
Meter Reader	26.46	26.46	27.12	27.80
Meter Shop Shipping Clerk	27.88	27.88	28.58	29.29
Meter Shop Shipping Clerk 1st Year	25.12	25.12	25.75	26.39
Meter Technician	39.10	39.10	40.08	41.08
Meter Technician - Lead Hand	42.23	42.23	43.29	44.37
Patroller	26.75	26.75	27.42	28.10
Planner Electrical Maintenance	42.93	42.93	44.00	45.10
Planner Generation	42.93	42.93	44.00	45.10
Planner Transmission and Distribution	42.93	42.93	44.00	45.10
Power Plant Maintenance	32.38	32.38	33.19	34.02
Power Plant Maintenance - Lead Hand	35.25	35.25	36.13	37.03
Power Plant Maintenance (Electrical)	39.10	39.10	40.08	41.08
Power Plant Maintenance (Electrical) - Lead Hand	42.23	42.23	43.29	44.37
Power Plant Maintenance (Mechanical)	39.10	39.10	40.08	41.08
Power Plant Maintenance (Mechanical) - Lead Hand	42.23	42.23	43.29	44.37
Powerline Technician	39.10	39.10	40.08	41.08
Powerline Technician - Lead Hand	42.23	42.23	43.29	44.37
Production Assistant	24.01	24.01	24.61	25.22
Property Utilityperson	26.58	26.58	27.25	27.93
Property Utilityperson 1st Year	24.11	24.11	24.72	25.33
Protective Equipment Tester	31.03	31.03	31.81	32.60
Power System Operator	41.75	41.75	42.79	43.86
Power System Operator Lead Hand	45.05	45.05	46.18	47.33
Tools and Equipment Maintenance	28.85	28.85	29.57	30.31
Tools & Equip Maintenance - Lead Hand	31.43	31.43	32.22	33.03
Transportation Service	23.25	23.25	23.83	24.42
Unattended Power Plant Operator - Lead Hand	35.25	35.25	36.13	37.03
<b>Underground Locator - St. John's</b>	39.10	39.10	40.08	41.08
Utility Arborist	39.10	39.10	40.08	41.08
Utilityperson	26.58	26.58	27.25	27.93
Utilityperson 1st Year	24.11	24.11	24.72	25.33
Vehicle & Equipment Maintenance	25.16	25.16	25.79	26.44
Vehicle & Equipment Maintenance 1st Year	23.34	23.34	23.92	24.52

**SCHEDULE "C"**  
**UNIFORM ALLOTMENT**

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Regular Employees in the Meter Reader and Meter Technician classification are required to wear uniforms.

- (a) Meter Reader Uniforms shall be of a colour and style specified by the Company and consist of:  
Slacks/Shorts  
Shirt or Blouse with Crest  
Windbreaker with Crest  
Gortex Winter Jacket with Crest  
Spring Jacket with Crest  
Summer Cap with Crest  
Gloves  
Winter Cap  
Winter Toque  
Snow Pants  
Gortex Rainwear
- (b) Meter Technician Uniforms shall be of a colour and style specified by the Company and consist of:  
Slacks/Shorts  
Shirt or Blouse with Crest  
Gortex Winter Jacket with Crest  
Spring Jacket with Crest
- (c) On completion of the probationary period, employees will be issued the following items:
- Meter Readers:
- |                           |                                   |
|---------------------------|-----------------------------------|
| 2 Pairs of Gloves         | 4 Pairs of Slacks/Shorts          |
| 2 Windbreakers with Crest | 5 Shirts or Blouses with Crest    |
| 1 Summer Cap with Crest   | 1 Gortex Winter Jacket with Crest |
| 1 Spring Jacket           | 1 Winter Cap                      |
| Gortex Rainwear           | 1 Pair Snow Pants                 |
| 1 Winter Toque            |                                   |
- Meter Technicians:  
2 Pairs of Slacks  
2 Shirts or Blouses with Crest  
1 Gortex Winter Jacket with Crest  
1 Spring Jacket with Crest
- (d) Replacements will be issued as required to a maximum of:  
Once Each Year After The Initial Issue
- Meter Readers:  
2 Pairs of Slacks/Shorts  
1 Windbreaker with Crest or one Gortex Winter Jacket with Crest or one Spring Jacket with Crest

- 5 Shirts or Blouses with Crest
- 1 Summer Cap with Crest
- 1 Winter Toque

Meter Technicians:

- 2 Pairs of Slacks
- 2 Shirts or Blouses with Crest
- 1 Gortex Winter Jacket with Crest or 1 Spring Jacket with Crest

Once every Two (2) Years After The Initial Issue

Meter Readers only:

- Gortex Rainwear
- 1 Pair Snow Pants
- 1 Gortex Winter Jacket may be substituted every 2 years instead of the annual jacket allotment.

Once Every Three (3) Years After The Initial Issue

Meter Readers only:

- 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 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/Shorts	3
Slacks, Shirts/Blouses	1
- (f) 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.
- (g) 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 or if the Employee is wearing Fire Retardant (FR) clothing.

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

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## APPENDIX A

### *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.

Benefit Level	Except of the first two (2) weeks of pregnancy and Adoption Leaves the benefit level paid under this Plan is set at 85% of the employee's regular weekly earnings. For the first two (2) week period the benefit level paid under this Plan is set at 100% of the Employee's regular weekly earnings.
Benefit Period	The SUB benefit will be paid for a period of 17 weeks.
Effective Date	The effective date of this plan is as of the date of signing of this collective agreement.
SUB Plan Financing	The Plan is financed by the Company  SUB payments will be kept separate from payroll records.
Other Conditions	The Company will inform the Canada Employment and Immigration Commission in writing of any changes to the Plan within thirty (30) days of the effective date of the change.  Employees do not have the right to SUB payments except for supplementation of EI benefits for the unemployment period as specified in the Plan.  Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

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Terry Rose  
Business Manager  
IBEW Local 1620

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Date Signed

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Elizabeth Whitten  
Manager, Human Resources  
Newfoundland Power Inc.

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Date Signed

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## APPENDIX B

### *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 (the Union) Local 1620, with respect to 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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Terry Rose  
Business Manager  
IBEW Local 1620

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Date Signed

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Elizabeth Whitten  
Manager, Human Resources  
Newfoundland Power Inc.

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Date Signed

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## APPENDIX C

### *LETTER OF UNDERSTANDING*

---

This letter sets forth an understanding reached between Newfoundland Power (the Company) and the International Brotherhood of Electrical Worker (the Union), Local 1620, with respect to Schedule A.

Schedule A –The position of District Representative will be included in Schedule A of the craft collective agreement under the following conditions:

- The current individual District Representatives’ annual salaries will be grandfathered until they leave their current positions. Future salary increases will be based on the individual salaries in accordance with the Collective Agreement % increases.
- The District Representatives named in this LOU will retain their title but as they vacate their positions, the position will be staffed and compensated as a **Power Line Technician - Lead Hand** in accordance with the Craft Collective Agreement.
- The District Representatives named in this LOU will have the option to join the IBEW Union local 1620.
- Future District Representative positions will be staffed as **Power Line Technician - Lead Hands**.
- The District Representatives named in this LOU will have all the rights of other Bargaining Unit members.
- The District Representatives names in this LOU will begin accruing Bargaining Unit Seniority as of February 26/05.
- The District Representatives named in this LOU will have the ability to work outside their Districts just like the existing Assistant Representatives and the new **Power Line Technician - Lead Hands in the Districts**; with no borders.
- Layoffs would be by Classification by Area, District or location. As an example, a layoff in Burin would not affect Grand Bank. The Grand Bank existing District Representatives would only be negatively affected if there was a layoff in Grand Bank District. In the event of a layoff of a regular full time employee in the Power Line Technician or **Power Line Technician - Lead Hands** position in an Area, i.e. Burin, the District Representatives named below will be restricted to work within their District.
- Assistant District Representatives position title will be changed to **Power Line Technician**.

The current District Representatives are: Ray Whiffen and Gerald Acreman.

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Terry Rose  
Business Manager  
IBEW Local 1620

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Date Signed

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Elizabeth Whitten  
Manager, Human Resources  
Newfoundland Power Inc.

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Date Signed

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## APPENDIX D

### *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 (the Union) Local 1620, with respect to rehiring Newfoundland Power retirees.

Retirees rehired will be defined as a “Term Employee”. The Union and the Company mutually agree to define a “Term Employee” as an Employee who has retired from the Company and who is rehired for a specific project or for a specific term.

A Term Employee will avail of the same rights in the Collective Agreement as a Temporary Employee with less than twelve (12) months of continuous service on a full or part-time basis with the following exceptions:

- Compensation while on joint committee work will not apply. (Clause 6.02)
- Early and Safe Return to Work and Medical Accommodation will only apply to injury on the job. (Clause 7.06 and 7.07)
- Changes to hours of work will not result in overtime pay. (Article 9)
- Overtime will be available when required to finish existing job or when no other qualified Employees in the same Classification are available in the Area and Location. Overtime will be paid and not banked. Equal distribution of overtime will not apply. (Article 10)
- On-Call and Stand-by Service will not apply. (Article 12)
- Work requiring travel will be assigned when there are no other qualified Employees in the same Classification in the Area and Location available to travel. (Article 14)
- Notice of planned work will not apply. (Clause 14.05)
- Will receive retiree benefits and will not be eligible for insurance and benefit plans. (Article 17)
- Sick leave will not apply. (Article 18) An Employee who is unable to report to work is required to notify their immediate supervisor prior to start of their shift.
- Leaves of absences will not apply. (Article 20)
- Will not obtain preference while working. Term Employees can be hired after all temporary employees who have worked in the same classification in the same Area and location have been hired. (Clause 21.06)

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**Terry Rose**  
**Business Manager**  
**IBEW Local 1620**

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**Date Signed**

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**Elizabeth Whitten**  
**Manager, Human Resources**  
**Newfoundland Power Inc.**

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**Date Signed**

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## APPENDIX E

### *LETTER OF UNDERSTANDING*

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By virtue of Article 26, Clause 26.03 – Change By Consent of the Craft Agreement between Newfoundland Power Inc. (the Company) and International Brotherhood of Electrical Workers (the Union), Local 1620 this letter records the understanding reached with respect to remote pay for Power Line Technicians and Power Line Technician Lead Hands in remote Districts of the Company.

The Districts of Bell Island, Twillingate, Trepassey, New-Wes-Valley and Baie Verte are considered to be remote and therefore the Company will provide a remote pay increase of 7% on the hourly wage for Power Line Technicians and Power Line Technician Lead Hands whose Normal Headquarters is in these Districts.

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Terry Rose  
Business Manager  
IBEW Local 1620

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Date Signed

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Elizabeth Whitten  
Manager, Human Resources  
Newfoundland Power Inc.

---

Date Signed

## APPENDIX F

### *LETTER OF UNDERSTANDING*

By virtue of Article 26, Clause 26.03 - Change by Consent of the Craft Agreement between Newfoundland Power Inc. (the Company) and International Brotherhood of Electrical Workers (the Union), Local 1620 this letter records the understanding reached with respect to the position of Planner Transmission and Distribution.

The Company will reduce the number of Planner Transmission and Distribution positions in the Company by approximately three or four positions through normal attrition. The Company will determine the actual number required as normal attrition takes place. Until such time as the number of Planner Transmission and Distribution positions is reduced to the required level, the Company will continue to assign a blend of Bargaining Unit and Management work to these positions to ensure they are fully utilized. The Company and the Union agree that the work that the Planner Transmission and Distribution is assigned is a combination of both Bargaining Unit and Managerial duties. It is understood that the performance of the Managerial duties by Planner Transmission and Distribution will not result in this work being considered Bargaining Unit work.

Employees in the Planner Transmission and Distribution classification with power line technician journeyman qualifications can be called upon by the Company to perform Power Line Technician work when there are no other Power Line Technicians or Power Line Technician Lead Hands available to respond in an Area in the following situations:

- To perform line work during storm related unplanned outages
- To respond to trouble calls resulting in customers having partial or no power, or to respond to emergencies including, but not limited to, fire, arcing and downed wires, or to respond to any other public hazard

Employees in the Planner Transmission and Distribution classification will not be included on the on-call roster.

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Terry Rose  
Business Manager  
IBEW Local 1620

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Date Signed

---

Elizabeth Whitten  
Manager, Human Resources  
Newfoundland Power Inc.

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Date Signed

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## APPENDIX G

### *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 (the Union) Local 1620, with respect to the creation of a new classification in the Craft Collective Agreement called Underground Locator – St. John’s. The job will be paid at the trade rate. For Classification Seniority purposes, it will form its own respective classification group.

The responsibility of underground locates in the St. John’s Region will normally be performed by employees in this classification. If there are no employees in this classification available to complete underground locates during regular hours or overtime hours in response to customer escalations or emergency situations, Management Employees may be called upon to complete underground locates.

It is understood and agreed that as per past practice, underground locates will normally be completed by Management Employees in the other Regions outside of the St. John’s Region.

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**Terry Rose**  
**Business Manager**  
**IBEW Local 1620**

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**Date Signed**

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**Elizabeth Whitten**  
**Manager, Human Resources**  
**Newfoundland Power Inc.**

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**Date Signed**

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## APPENDIX H

### *LETTER OF UNDERSTANDING*

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This letter sets forth the understanding reached between Newfoundland Power Inc. (the Company) and the International Brotherhood of Electrical Workers (the Union) Local 1620, during negotiations regarding the strategic recruitment and retention of Powerline Technicians in difficult to hire locations. This understanding will cover all strategic hires of Powerline Technician Apprentices in the future.

The Company, at its discretion, may provide a “strategic hire package” which consists of apprentice employment, education sponsorship and financial support for candidates who have been strategically hired as a PLT apprentice for a difficult to hire location. In return, upon becoming a journeyman, the candidates will relocate to the strategic hire location for a specified period of time.

Prior to offering a “strategic hire package” to a new apprentice hire, the Company will:

- Review the Voluntary Relocation Program requests to ensure there is no one interested in moving to the difficult to hire location, and
- Externally post for a Powerline Technician Journeyman for the difficult to hire location and confirm there are no suitable candidates.

Candidates who are offered the “strategic hire package” will be made aware of the conditions associated with the package in their letter of offer. The candidate will be required to formally acknowledge their agreement with these conditions prior to beginning employment with the Company.

The strategic hire package will include the following conditions and commitments:

Company will:

- Provide an education sponsorship through the arrangement of a seat, where possible, at a college in the pre-employment course for Power Line Technician apprentices.
- Provide the new hire with tuition for the pre-employment course and support towards associated expenses (i.e. accommodations, meals, etc.) or pay the new hire a lump sum equivalent if the candidate has already successfully completed the pre-employment course.
- Hire the new hire into Newfoundland Power’s Apprenticeship Program upon successful completion of the pre-employment course.
- Upon becoming a new journeyman, appoint the new hire to the strategic hire location if a vacancy exists.

**New Hire will:**

- **Successfully complete the Apprenticeship Program including the pre-employment course, block training and on-the-job training with Newfoundland Power.**
- **Provide a satisfactory transcript of marks from the College.**
- **Obtain satisfactory instructor feedback.**
- **Provide the Company with a four (4) - year commitment which starts when they become a journeyperson to reside and work in the strategic hire location when requested by the Company.**
- **If the employee resigns from the Company prior to the completion of the four (4) - year commitment, he/she will be required to pay back the loan in full.**

**Strategic Hire Placement as Journeyperson:**

- **The Company will appoint the journeyperson to their strategic hire location if there is a vacancy at time of becoming a new journeyperson. If there is no vacancy at the strategic hire location at that time, the New Powerline Technician Journeyperson Appointment Process will apply.**
- **If a vacancy occurs at the strategic hire location within the four (4) - year period of becoming a journeyperson and there is no one on the VRP listing with more seniority, the new journeyperson will be relocated to their original strategic hire location for the remainder of their four (4) - year commitment.**

**Employee Resigns from the Company:**

- **If an employee who received a strategic hire package resigns from the Company prior to the completion of the four (4) - year commitment, and the vacancy is filled by a new PLT Journeyperson who volunteers through the New PLT Journeyperson Appointment Process, the new PLT Journeyperson will receive the same lump sum equivalent as the employee who resigned as long as they commit to remaining in the difficult to hire location for four (4) years.**

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**Terry Rose  
Business Manager  
IBEW Local 1620**

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**Date Signed**

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**Elizabeth Whitten  
Manager, Human Resources  
Newfoundland Power Inc.**

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**Date Signed**

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## APPENDIX I

### *LETTER OF UNDERSTANDING*

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**This letter sets forth the understanding reached during negotiations regarding Equal Distribution of Overtime and the application of credited overtime hours and applies in conjunction with Clause 10.06.**

**The following is the process agreed to by the Company and the Union for the duration of this Collective Agreement. This process will be evaluated by both parties during the next round of collective bargaining to determine its future application.**

**Any Employee who is called by the Company on the phone numbers provided or is directly requested to work overtime by the Company and does not report to work for any reason will be credited with the equivalent overtime hours worked of the first person who reported to work. Employees on approved leaves of absence, including vacation, sick leave or other types of leave will not be called by the Company. These credited overtime hours will be combined with actual overtime hours for the purpose of determining the order of call out in the future.**

**The Company shall make available on a biweekly basis a list of employees showing the combined total of credited hours and actual overtime hours worked in the applicable Area.**

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**Terry Rose  
Business Manager  
IBEW Local 1620**

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**Date Signed**

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**Elizabeth Whitten  
Manager, Human Resources  
Newfoundland Power Inc.**

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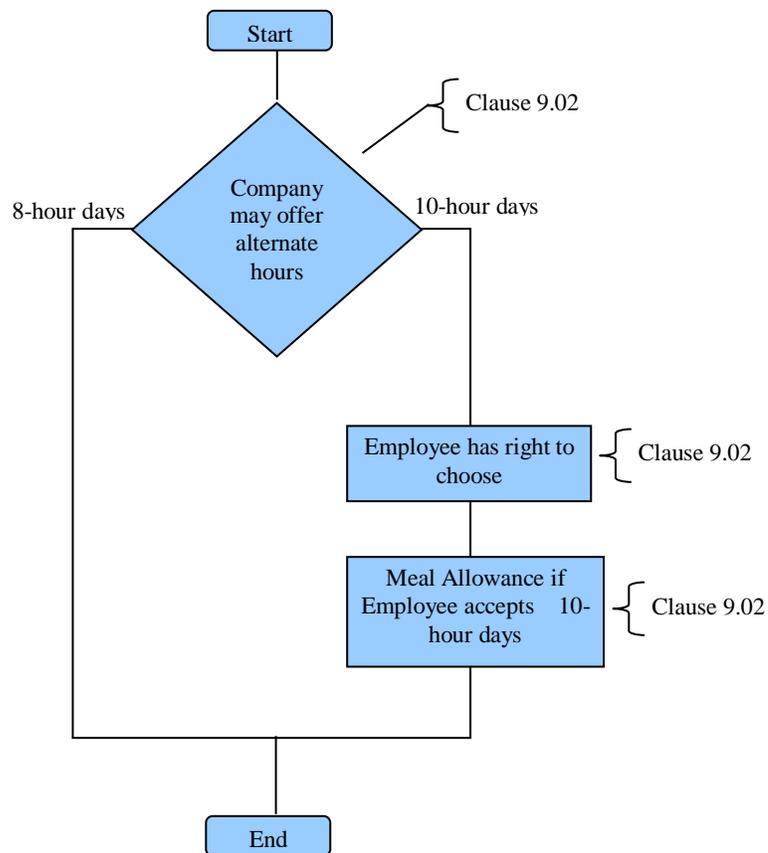
**Date Signed**

**APPENDIX J**

**TRAVEL FLOWCHARTS**

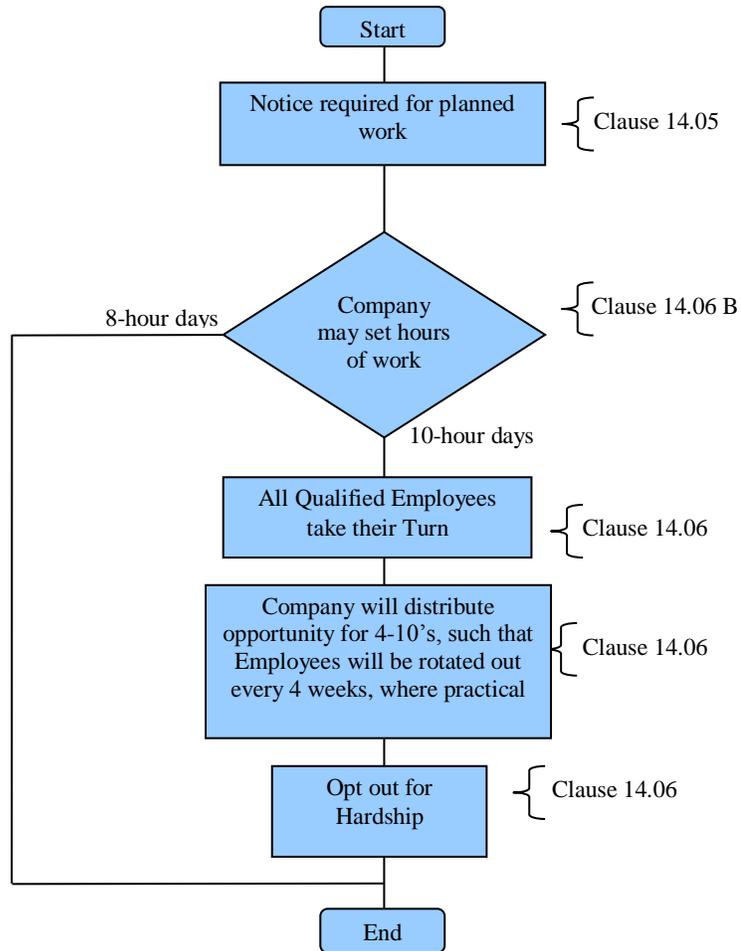
**Normal Headquarters  
No Crews Residing Away**

These flowcharts are designed to provide a general overview of the contract language pertaining to travel. In the event of discrepancy between these flowcharts and language in the Collective Agreement, the language of the Collective Agreement will prevail.



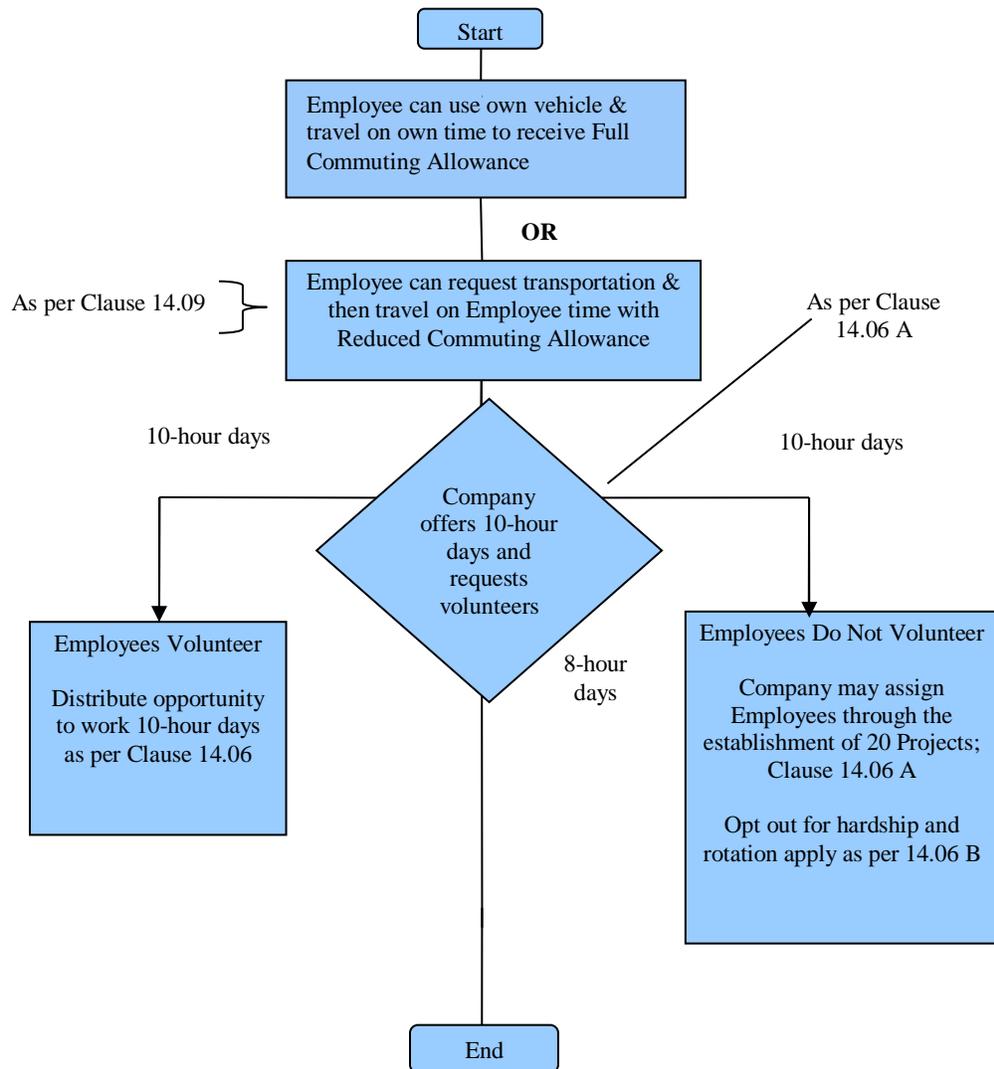
## Temporary Headquarters All Crews Residing Away

These flowcharts are designed to provide a general overview of the contract language pertaining to travel. In the event of discrepancy between these flowcharts and language in the Collective Agreement, the language of the Collective Agreement will prevail.



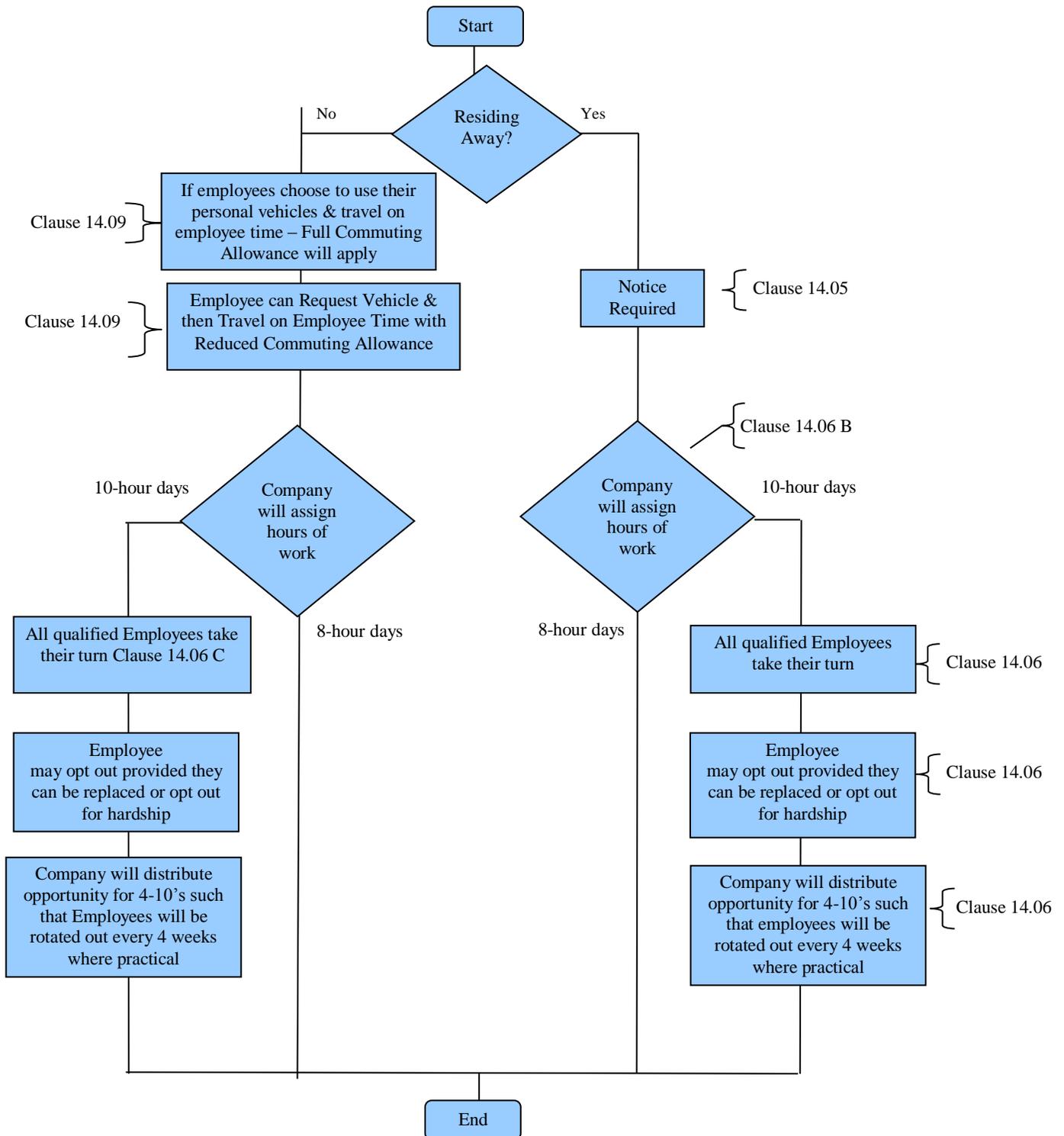
## Temporary Headquarters No Crews Residing Away

These flowcharts are designed to provide a general overview of the contract language pertaining to travel. In the event of discrepancy between these flowcharts and language in the Collective Agreement, the language of the Collective Agreement will prevail.



## Temporary Headquarters Some Crews Residing Away

These flowcharts are designed to provide a general overview of the contract language pertaining to travel. In the event of discrepancy between these flowcharts and language in the Collective Agreement, the language of the Collective Agreement will prevail.



**Letter Of Understanding Between Newfoundland Power  
And The Bargaining Unit Of The I.B.E.W.  
Signed On November 30, 2015.**

November 30, 2015

**LETTER OF UNDERSTANDING**

By virtue of Article 26, Clause 26.03 - Change by Consent of the Craft Agreement between Newfoundland Power Inc. (the Company) and International Brotherhood of Electrical Workers Local 1620 (the Union), this letter records the understanding reached with respect to wages for Power System Operator and Power System Operator Lead Hand.

As a result of an Atlantic Canada utility salary market review for these classifications, as agreed to during the conciliation process, the Company and the Union agree to an increase of 1.5% on the hourly wage for Power System Operator and Power System Operator Lead Hand. This increase will be retroactive to June 18, 2015, and will be applicable to base wages and overtime.

This Letter of Understanding is "without prejudice" and "without precedent" and is furthermore not to be interpreted as either parties' position on future matters of the same or similar nature.

  
\_\_\_\_\_  
Terry Rose  
Business Manager  
IBEW Local 1620

Nov. 30 / 2015  
Date Signed

  
\_\_\_\_\_  
Elizabeth Whitten  
Manager, Human Resources  
Newfoundland Power Inc.

Nov. 30, 2015  
Date Signed