

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, 2017

To

June 30, 2022

CLERICAL AGREEMENT

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TO ALL SUPERVISORY STAFF AND UNION STEWARDS

This Agreement is the result of collective bargaining between representatives of the Union and the Company. It has been entered into in good faith and represents the efforts of many people over several months of Union-Company relations. The Parties hereto recognize that a series of rigid rules cannot alone result in mutual co-operation. The spirit behind the Agreement is much more important than the terms in which it is written.

SUPERVISORY STAFF AND UNION STEWARDS are urged to study and become familiar with the terms and conditions of this Agreement and to observe strictly THEIR obligation contained herein. Relationships between supervisors, their Employees and Union representatives should be handled with an attitude of fair play, adherence to the terms of the Agreement and a genuine effort to promote amicable and harmonious working arrangements in a spirit of goodwill, tolerance and understanding.

THIS AGREEMENT made as of the 1st day of October, A.D. 2017.

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 23rd 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 – DEFINITIONS

- (a) “Employee”: Any Employee of the Company who is in the Bargaining Unit.
- (b) “Temporary Employee”: An Employee who is employed in casual or seasonal work or for the duration of specific project(s).
- (c) “Regular Employee”: Any Employee who is not a Temporary Employee or a Regular Apprentice Employee.
- (d) “Regular Apprentice Employee”: Any Employee who is hired by the Company for participation in a formal Apprenticeship Program recognized by the Department of Education.
- (e) “Long Term Temporary Employee”: A Temporary Employee becomes a Long Term Temporary Employee once they have had twelve (12) months of continuous employment and have worked full or part time hours each day with no subsequent interruption of service with the Company.

Once a Long Term Temporary Employee has qualified for long term temporary status, they will maintain their long-term status and their long term entitlements under the collective agreement as long as any break in service totals sixty (60) or less cumulative working days in a calendar year. Once a Long Term Temporary Employee has had sixty (60) or more cumulative working days break in service in a calendar year, they will become a Short Term Temporary Employee and their entitlements will reset to those of a Short Term Temporary Employee. In order to re-establish Long Term Temporary Employee entitlements, they must have had twelve months of continuous employment and have worked full or part time hours each day with no subsequent interruption of service.

- (f) “Short Term Temporary Employee”: A Temporary Employee who does not have twelve months of continuous employment with full or part time hours each day with no interruption of service.
- (g) “Area”: An Area is defined as the physical location where an Employee normally reports to work and is not a District or Location. Areas are Head Office (Kenmount Road), St. John’s (Duffy Place), Carbonear, Whitbourne, Burin, Clarenville, Port Union, Gander, Grand Falls, Corner Brook, Stephenville and Port Aux Basques. The Company reserves the right to add, modify or delete an Area as per Clause 4.01-Management Rights.
- (h) “District”: A District is defined as the physical location where an Employee normally reports to work and is not an Area or Location. Districts which are currently active are Mobile, Bell Island, Trepassey, Glovertown, New Wes-Valley, Lewisporte, Twillingate (Summerford), Springdale, Baie Verte and Deer Lake. The Company reserves the right to add, modify or delete a District as per Clause 4.01-Management Rights.

- (i) **“Location”**: A Location is defined as the physical location where an Employee normally reports to work and is not an Area or District building. Locations include Petty Harbour Plant, Mobile Depot (currently same as Mobile District building), Heart’s Content Plant, Rattling Brook Plant, Electrical Maintenance Center and the System Control Center. The Company reserves the right to add, modify or delete a District as per Clause 4.01-Management Rights.
- (j) **“Normal Headquarters”**: The Normal Headquarters is the building in an Area, District or Location in which the Employee normally works.
- (k) **“Temporary Headquarters”**: The Temporary Headquarters is the workplace to which the Employee is temporarily assigned, reports to work and may be a substation or other Company building, trailer or temporary accommodations. Temporary Headquarters shall have toilet facilities, potable drinking water and a secure place to store and dry personal protective equipment and clothing.
- (l) **“Worksite”**: The Worksite is the physical location where work is carried out.
- (m) **“Red-Circled”**: When an Employee’s rate of pay is Red-Circled, it means that the Employee’s rate of pay is above the job rate for their position and future pay increases will not apply until the job rate for their position surpasses the Employee’s rate of pay.
- (n) **“Lead Hand”**: A Lead Hand is an Employee who:
- i. Is appointed by the Company to lead a crew of at least one other person besides him/herself and is responsible for all of the following:
 - Directing, leading, mentoring and coaching, and working with Employees on all aspects of the work assigned
 - Providing safety leadership on worksites for Employees
 - Ensuring that all the work of Employees is completed safely and efficiently
 - Overseeing employees to ensure appropriate work planning is in place and the Company’s work methods and standards are followed
 - Ensuring all appropriate equipment and materials are available for the crew to proceed with the job
 - All duties of a journeyman
 - ii. Is appointed by the Company to lead a contractor and all of the following conditions apply:
 - Fulfilling all of the duties in a. above
 - Is the only person leading the onsite crew and is the primary source of technical expertise of the work being completed by a contractor on site
 - The contractor is an active member of the onsite crew

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. 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 AND/OR ORGANIZATIONAL 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 Area and shall be as shown by the records of the Company.

Article 6 – Union Representatives and Committees

6.01 – COMMITTEES AND MEETINGS

The Union shall keep the Company informed, at all times, as to the names of their **Officers, committee members and Shop Stewards.**

The Company agrees to meet and deal with the following committees:

- **Negotiating Committee which will include a total of seven (7) members, including five (5) from the Craft and Clerical Bargaining Units, and the Business Manager and President. The Business Manager and President may not necessarily be members of the Bargaining Unit.**
- **Labour Management Committee will include two (2) members appointed by the Union from this Bargaining Unit and will meet once per quarter unless otherwise mutually agreed by the Union and the Company.**
- **Apprenticeship Advisory Committee will meet twice per year.**
- **Respectful Workplace Committee.**
- **Workplace Violence Committee.**
- **Classification Review Committee.**
- **Committees and representatives required under the Occupational Health and Safety Act.**
- **Other joint Management and Union Committees and any other persons, including Shop Stewards, 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.**

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 committees specified in **Clause 6.01 shall suffer no loss of pay or benefits as per articles 15 - Paid Holidays, 16 - Vacations, 17 - Insurance and Benefit Plans, or 18 - Sick Leave, notwithstanding any specific provisions of these clauses, while engaged in any Company-Union joint consultative committee work. 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) On a monthly basis:

- A list of all Temporary Employees showing their names, addresses, and accumulated service by Area as at the last day of each month by the tenth (10th) working day of the following month.
- 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.
- A list of temporary assignments into Management giving the effective date.
- A list of Employees returning to the Bargaining Unit from temporary assignment in Management giving the effective date.
- The names and positions of Employees participating in **The Early and Safe 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)
- A list of Employees going on or returning from Long Term Disability (**LTD**).

b) As they occur:

- A copy of all job postings, job appointments, promotions, demotions, and transfers as soon as they are posted.
- A copy of any suspensions, verbal or written warnings given to Employees.
- A list of Employees assigned to special projects outside of the province.

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.

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 (½) 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:

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

Suitable work will be offered under the Company's Early and Safe Return to Work (ESRTW) Program and in accordance with the **WorkplaceNL** 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 Area and delivered on a normal working day shall be paid a normal day's pay. Employees attending training within their 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 **red-circled** 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 12:00 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 (½) 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 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 (½) 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 (½) 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, **including remote assignments**, from the available **start and end times** within their Area in the following order:
 - **Regular Employees in the classification of Senior Customer Service Representative based on Bargaining Unit Seniority and where equal, Service Seniority.**
 - 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 **available start and end times** 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 **full-time hours** that day based on the Preference Listing.
- (g) A differential of **\$2.00** per hour, **effective date of signing**, 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:

Effective Date	Date of Signing
	\$2.00

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, **in writing**, that the eight (8), or ten (10) hours in a day be varied to any eight (8), 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 **and the Union**, a Regular Employee may request, **in writing**, 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.

It is understood that the Company may approve the request for a defined period, rotate the opportunity among interested parties, or with two (2) weeks notice, cancel the alternate hours at its discretion.

Article 10 – Overtime

10.01 – OVERTIME RATE

An Employee required to work outside of the **regular** working hours or **does 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 ($\frac{1}{2}$) hour at the overtime rate **except for Customer Service Representatives and Area Customer Representatives in situations as noted below**, otherwise overtime shall be rounded up to the nearest quarter ($\frac{1}{4}$) hour.

Customer Service Representatives and Area Customer Representatives who are assisting customers conducting customer service business, either on the phone or in-person, and the customer contact continues beyond the end of their regularly scheduled shift, shall be paid overtime rounded up to the nearest one-quarter ($\frac{1}{4}$) 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 **shift** and left their place of employment, will receive not less than **three (3) 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.

The Company shall make available on a bi-weekly basis a list of Employees showing actual overtime hours worked in the applicable Area or department. The overtime list will be refreshed as a twelve (12) month revolving list. 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.

When an Employee is relocated to a different Area or department, the Employee will be placed appropriately on the list based on their twelve (12) month revolving hours. Newly hired Employees to the Company will be placed on the list based upon the average of all twelve (12) month revolving hours.

Employees returning from WHSCC, LTD, other long-term leaves of absence or layoff shall be placed on the roster based on their twelve (12) month revolving hours when they left active employment.

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.

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 TRAVELLING

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 **their combined time of** 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 St. John's 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 St. John's 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) kilometres of the workplace.

In the event of severe storm conditions developing during normal working hours, an Employee, with the approval of the supervisor, may be permitted to leave work early. Employees released early will not be paid for time not worked but may utilize banked overtime or vacation credits to offset the lost pay.

It is recognized that the nature of the Company's business requires certain Employees to be on duty during any severe storms whether or not a state of emergency is declared.

If Company offices are closed as a result of severe storm conditions, departments that must remain open shall endeavour, based on service requirements and conditions at the time, to reduce staff levels and release the remaining 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) kilometres of the workplace.

Article 14 – Travel

14.01 – DEFINITIONS

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

- (1) Normal Headquarters is the **building in an Area, District, or Location** in which the Employee normally works.
- (2) Temporary Headquarters is **the workplace** to which the Employee is temporarily assigned, **reports to work and may be a substation or other Company building, trailer or temporary accommodations. Temporary Headquarters shall have toilet facilities, potable drinking water and a secure place to store and dry personal protective equipment and clothing.**

- (3) Assigned Work Location (AWL) is the Location to which the Employee is temporarily assigned but is not the Normal Headquarters or the Temporary Headquarters.

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 kilometre (**forty-three (43) cents per kilometre effective January 1, 2022**).

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.
- (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 the opportunity to be assigned to Temporary Headquarters/AWL shall be rotated and shared equally among **qualified** 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 an Employee is assigned alternate working 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 a **premium equivalent to 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.

The Per Diem Meal Allowance is one of the following:

- (1) **A daily rate will apply when an Employee works a 7.5 or eight (8) hour day, or less than four (4) consecutive ten (10) - hour days, and the Employee is residing away from their normal residence for all meals in the day.**
- (2) **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 for three (3) consecutive nights. The weekly rate does not apply to Employees working five (5) – eight (8) hour days.**

If an Employee is required to reside away for an additional consecutive night over and above the three (3) consecutive nights noted above, the Employee will be paid the daily rate for each additional night they reside away from home.

In the case where an Employee is **residing away from their normal residence** 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	Current	January 1, 2022
Breakfast	\$ 11.50	\$13.00
Lunch	16.00	18.00
Dinner	19.00	21.00
Incidentals	13.00	13.00
Total Per Diem DAILY Rate	\$ 59.50	\$65.00
Total Per Diem WEEKLY Rate	\$ 297.50	\$325.00

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.

Example:

Per Diems	Mon	Tues	Wed	Thurs	Friday	4x10's Premium	Total	
5-8's	\$59.50	\$59.50	\$59.50	\$59.50	\$59.50		\$297.50	On last day, EE works full day and then travels home at end of day Four nights away from home
4-10's	\$59.50	\$59.50	\$59.50	\$59.50			\$238.00	On last day, EE works full day and then travels home at end of day
Premium for 10's						\$59.50	\$59.50	Three nights away from home
							\$297.50	
If asked to work 5th day	\$59.50	\$59.50	\$59.50	\$59.50	\$59.50		\$297.50	On last day, EE works full day and then travels home at end of day
Premium for 10's						\$59.50	\$59.50	Four nights away from home
							\$357.00	

14.08 – TRAVEL ALLOWANCE

An Employee required to reside away from their normal residence and work from a **Temporary Headquarters** 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 (\$127.00 effective January 1, 2022).** This rate will apply when an Employee is required to work seven and one-half (7.5) or eight (8) hour days, or for less than four (4) consecutive ten (10) - hour days. If an Employee is receiving the daily rate, the Employee shall receive \$120.00 (\$127.00 effective January 1, 2022) for each night and on the day that the Employee returns home, they will receive the appropriate Per Diem Meal Allowance for that day only.
- (2) **\$600.00 Weekly Rate (\$635.00 effective January 1, 2022).** This rate will only apply when an Employee is working four (4) consecutive ten (10) – hour days and is required to reside away from their normal residence for three (3) consecutive nights.

If an Employee is required to reside away for an additional consecutive night over and above the three (3) consecutive nights noted above, the Employee will be paid an additional \$120.00 (\$127.00 effective January 1, 2022). Note: All Per Diem Meal Allowances are already included in the Weekly Rate, including the day that the Employee returns 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.

Example:

Travel Allowance	Mon	Tues	Wed	Thurs	Friday	4x10's Premium	Total	
5-8's	\$120.00	\$120.00	\$120.00	\$120.00	\$59.50		\$539.50	On last day, EE works full day and then travels home at end of day Four nights away from home
4-10's	\$120.00	\$120.00	\$120.00	\$59.50			\$419.50	On last day, EE works full day and then travels home at end of day
Premium for 10's						\$180.50	\$180.50	Three nights away from home
							\$600.00	
If asked to work 5th day	\$120.00	\$120.00	\$120.00	\$120.00	\$59.50		\$539.50	On last day, EE works full day and then travels home at end of day
Premium for 10's						\$180.50	\$180.50	Four nights away from home
							\$720.00	

Travel Allowance covers accommodations & all other expenses such as per diems, telephone, laundry, personal vehicle etc. including all expenses on the day returning home.

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 (¼) 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) kilometres each way, whichever is less.

Normal Hours (eight (8) - hour days): One (1) hour travel time each way or one hundred (100) kilometres 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>	8 Hour Days Daily	4 * 10 Hour Days Weekly
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 **located on** Topsail Road, Kenmount Road or Duffy Place and are temporarily assigned to either of these **sites** 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 12th</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 1st to December 31st 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 30th 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 1st and September 30th.
- (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 31st 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 1st to March 31st, 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 31st 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.

A Group Benefits Committee will be formed consisting of two Company appointed representatives and two Regular Employees, one from each Bargaining Unit and selected by the Union. The Committee will meet at least annually to discuss plan experience, member education, and general administration.

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 (\$50,000.00).

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 (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 30th 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 **two percent (2%) effective date of signing** 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 **two percent (2%) effective date of signing** 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 (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

A Regular Employee who retires from Newfoundland Power with a Company pension or retirement savings plan as specified in Clause 17.05 and Clause 17.09, and is eligible for retiree benefits, 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, 2004, shall participate in a Retirement Savings Plan as a means of providing for retirement. The Company shall contribute **6.25% effective date of signing**, of a Regular Employee's base salary to a registered retirement savings plan. **Effective**

January 1, 2021, the Company shall contribute 6.50% 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 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 **Sick Leave Plan as noted below.**

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 which is equal to four (4) hours or less, the hours taken will be excused leave with pay. When the time to attend medical or dental appointments is **greater than four (4) hours, the first four (4) hours will be excused leave with pay and any time beyond four (4) hours will be considered sick leave.**

Sick Leave Plan

<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

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 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 medical or dental appointments **which are greater than four (4) hours.**

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 a medical or dental appointment **which is equal to four (4) hours or less, the hours taken will be excused leave with pay.** When the time to attend medical or dental appointments is **greater than four (4) hours, the first four (4) hours will be excused leave with pay and any time beyond four (4) hours will be considered sick leave.**

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.
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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 **and cannot be back dated**. 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 31st 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 31st 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 the following family members of a Regular Employee, the Company will provide bereavement leave with no loss of pay, inclusive of the day of the funeral, as follows:

Family Member	Number of Consecutive Working Days	Number of calendar days for employees working 12 hour shifts
Spouse or common-law spouse	4	5
Grandchild or step grandchild	4	5
Child or stepchild or son –in –law or daughter-in-law	4	5
Parent, step-parent	4	5
Parent-in-law	3	3
Brother, sister, sister-in-law, brother-in-law, step sister or step brother	3	3
Grandparent	3	3
Relative living in same household	3	3

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.

In the case of the death of the following family members of a Regular Employee, the Company will provide bereavement leave with no loss of pay, inclusive of the day of the funeral, as follows:

Family Member	Number of Working Days	Number of shifts for employees working 12 hour shifts
Aunt, uncle, nephew, niece	1	1
Spouse's aunt, uncle, nephew, niece or grandparent	1	1

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 **the terms of the plans and** legislation, the Regular Employee will pay the premium in whole for the period of their absence. **The Company will contribute to the Company's Group RRSP for the Business Manager in cases where they are in the Defined Benefit pension plan and their leaves of absences exceed the five (5) year cumulative leave of absence limit identified in the Newfoundland Power Inc. Retirement Income Plan text. In these cases, the Company will contribute a total of 6.25%, in a matching arrangement, with the employee for the period of the leave of absence that follows the five (5) year cumulative leave of absence limit. The 6.25% will be applied to the rate of pay in effect immediately preceding the date of the most recent leave of absence and is effective date of signing. The matching contribution rate will increase to 6.5% on January 1, 2021. Voluntary contributions by the IBEW Local 1620 shall be provided to the Business Manager's Group RRSP in accordance with Canada Revenue Agency rules.**

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 – 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 may carry over a maximum of three (3) unused family day credits from the current calendar year to the next calendar year. **Effective January 1, 2020, Regular Employees may carry over a maximum of six (6) 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 a 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.

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 A.

20.13 – COMPASSIONATE CARE LEAVE

An Employee with thirty (30) days of continuous service may apply for Compassionate Care Leave (Leave) without *PAY* for a period of up to twenty-eight (28) weeks. The purpose of the Leave is for the Employee to provide care or support to a family member that has a serious medical condition with a significant risk of death. For the purpose of this Leave, an Employee's family member is:

Spouse	Child	Step-Child
Parent	Step-Parent	Legal Guardian
Grandchild	Brother	Sister
Step-Brother	Step-Sister	Parent-in-law
Son-in-law	Daughter-in-law	Sister-in-law
Brother-in-law	Grandparent	Niece
Aunt	Uncle	Nephew
Any other near relative living in the household of the Employee		

The Employee is required to provide a medical certificate from a physician stating their family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the day the medical certificate was issued, or the first day the employee was absent if Leave began before the certificate was issued.

The Employee must apply in writing to Human Resources at least two (2) weeks prior to the desired commencement of the Leave, unless there is a valid reason why notice cannot be given. Human Resources will evaluate the request to determine if Compassionate Care Leave is applicable. If approved, the Leave, of up to twenty-eight (28) weeks, must be taken within a fifty-two (52) week period of approval and shall be taken in periods of at least one (1) week in duration.

The Leave period will end with the last day of the week in which either the family member dies, or with the expiration of the fifty-two (52) week period. When two or more employees take the Leave for the care or support of the same family member, the aggregate amount of unpaid leave shall not exceed twenty-eight (28) weeks.

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. Notwithstanding the terms of the plan, in order to continue to accrue pension benefits, the Employee must pay the pension premium in whole for the period of their absence. The Employee will not accrue vacation or sick leave during the Leave. Upon return to full duties, the Employee's vacation credits will be prorated to correspond with the portion of the year remaining.

The Company will also provide an Employee with two (2) additional weeks with pay where the family member is a child, spouse or parent and the Employee has used all other available paid leaves, including family leave, emergency leave (if qualifies), floater, and vacation until

two weeks remaining. The two (2) additional weeks with pay must be used before the use of the Compassionate Care Leave without pay.

Article 21 – Seniority

21.01 – SENIORITY

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

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

Regular Employees on 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, 1999), vacation, maternity leave/parental leave (effective February 10, 2000), education leave (effective April 1, 1999), adoption leave (effective April 13, 2004), **Compassionate Care Leave**, and approved leaves of absence with pay, and approved leaves of absence without pay provided the Regular Employee pays the premiums in whole to the Newfoundland Power Inc. Retirement Income Plan (effective February 8, 1999), 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, 1993), Long Term Disability effective January 16, 1996, vacation, maternity leave/parental leave (effective February 10, 2000), education leave (effective April 1, 1999), adoption leave (effective April 13, 2004), **Compassionate Care Leave**, 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	Clarenville	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 – REGULAR EMPLOYEES

The Company shall, not later than the **first** day of March in each year, post on its Bulletin Boards, a roster showing the Service, **Adjusted Service, Bargaining Unit and Adjusted Bargaining Unit Seniority** of Regular Employees as at the **thirty-first** of December of the **previous** year. If a Regular Employee considers an error has been made, the **Regular Employee** may notify their supervisor prior to April **first** 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 **thirtieth** day of April of the current year.

21.07 – REHIRING TEMPORARY EMPLOYEES

a) Obtaining Preference

Temporary Employees shall be given preference in the same Area when the Company is rehiring subject to their having given satisfactory performance during initial work periods totaling one hundred 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 (½) 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 WHSCC 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) 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 **Headquarters/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 position 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

Short Term Temporary Employees 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 defined as "blackout periods":

- **Between, and inclusive of, June 1st and September 15th**
- **Between, and inclusive of, December 15th and January 15th**
- **Any workday immediately preceding and following a Paid Holiday as per Article 15**
- **The five days immediately following Easter Sunday**

During these designated "blackout periods," **Short Term** Temporary Employees may request that they be unavailable for work and it will be subject to the approval of the Company.

For new Short Term Temporary Employees, the (15) unavailable days will be prorated in the first year based on the start date of the Employee. Unavailable Days cannot be requested during the initial training period of a new Employee.

If during the time that a **Short Term** 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 21.07 (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 ⅓% 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 (½) 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 **red-circled** 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 details regarding relocation expense eligibility are specified on Webster and can also be obtained from Human Resources. Regular Employees are eligible to be reimbursed for reasonable relocation expenses once every five (5) years.**

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 **red-circled**.

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

The Company and the Union are committed to and agree to abide by the provisions of the Newfoundland and Labrador Human Rights Act. As per the Act, neither the Company nor the Union shall discriminate against any Employee due to race, colour, nationality, ethnic origin, social origin, religious creed, religion, age, disability, disfigurement, sex, sexual orientation, gender identity, gender expression, marital status, family status, source of income or political opinion.

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 – RESPECTFUL WORKPLACE

The Company and the Union are committed to creating and sustaining a respectful work environment that is free of disrespect, discrimination, personal harassment and sexual harassment. All employees are entitled and deserve to work in a respectful workplace where the dignity and self-respect of every person is valued and which is free of intimidation and abuse and offensive remarks, material or behavior.

Employees are responsible for creating and maintaining a respectful workplace environment by ensuring their behavior and conduct is respectful and appropriate at all times.

The Company and the Union agree to co-operate in the investigation of any incident that involves an Employee of the Bargaining Unit.

A copy of the Respectful Workplace Policy is available on Webster or copies can be made available upon request. Any changes made to the Respectful Workplace Policy by the Company will be brought to the attention of the Union, in writing, within thirty (30) days of the change.

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:

Pre-Grievance Process

An employee or group of employees who believes they have a grievance concerning the meaning, interpretation, application or alleged violation of this Agreement, shall first approach their immediate supervisor and an earnest effort shall be made by both parties to resolve it verbally. The employee may, if he/she so desires, have his/her shop steward present.

- Step 1 If the complaint is not resolved verbally, the Union shall, on behalf of the Employee concerned submit a grievance in writing or electronically, to the Manager of Human Resources and the immediate supervisor of the employee, who shall reply within five (5) working days after the grievance was submitted.**
- Step 2 Failing satisfactory settlement at Step One, the Union's grievance representative shall submit the grievance to the Manager of Human Resources and the Director of the Department or Region who shall render a decision within five (5) working days after the receipt of the grievance.**
- Step 3 Failing settlement at Step Two, the Union's grievance representative shall submit a grievance to the Director of Human Resources who shall render a decision within ten (10) working days after receipt of the grievance.**

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 after the circumstances giving rise to the complaint have occurred or the employee becoming aware of such circumstances.

A group grievance shall be filed at Step Two and a Union or policy grievance at Step Three.

The time limits under this article may be extended only by mutual written agreement of the parties.

Where the Griever has made arrangements in advance, the griever and witnesses, if required, will be granted time with no loss of pay to present the grievance during the Pre-Grievance Process and at 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, 2017 and shall remain in full force and effect until and including **June 30, 2022**.

26.02 – SELF-RENEWING UNLESS TERMINATED

After **June 30, 2022**, 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 **one hundred and twenty (120)** days and not less than **ninety (90)** days immediately preceding **June 30, 2022**.

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 6th day of May, 2019, in the City of St. John's, Newfoundland.

NEWFOUNDLAND POWER INC.



Kelly Hopkins
Witness



Peter Alteen
President and Chief Executive Officer




Gary Murray
Vice President, Customer Operations

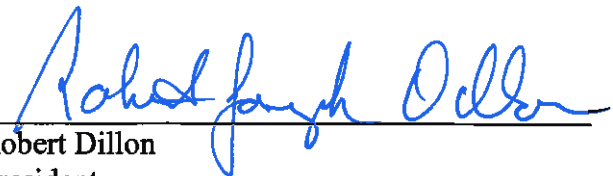
**LOCAL NO. 1620
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**



Judy Clancy
Witness



Don Murphy
Business Manager



Robert Dillon
President

SCHEDULE "A"

CLASSIFICATION

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 October 1, 2017 and January 1, 2019 increases on base wages are retroactive for all hours worked, including overtime hours worked, to the applicable date of increase.**
- (2) **The schedule of wage increases over the term of the Agreement to be adjusted as follows:**

% Increase on Base Wage

<u>2017/10/01</u>	<u>2019/01/01</u>	<u>2020/01/01</u>	<u>2021/01/01</u>	<u>2022/01/01</u>
1%	1.5%	2.0%	2.0%	2.25%

GROUP 3

	Step 1	Step 2	Step 3
01 Oct 2017	19.73	21.90	24.67
01 Jan 2019	20.03	22.23	25.04
01 Jan 2020	20.43	22.67	25.54
01 Jan 2021	20.84	23.12	26.05
01 Jan 2022	21.31	23.64	26.64

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

GROUP 4

	Step 1	Step 2	Step 3
01 Oct 2017	22.95	25.77	28.63
01 Jan 2019	23.29	26.16	29.06
01 Jan 2020	23.76	26.68	29.64
01 Jan 2021	24.24	27.21	30.23
01 Jan 2022	24.79	27.82	30.91

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

GROUP 5

	Step 1	Step 2	Step 3
01 Oct 2017	25.61	28.83	32.02
01 Jan 2019	25.99	29.26	32.50
01 Jan 2020	26.51	29.85	33.15
01 Jan 2021	27.04	30.45	33.81
01 Jan 2022	27.65	31.14	34.57

Accounting Clerk

Computer Operator

Drafting Technician

Meter Reading Clerk

Project Coordinator

Senior Cash Services Clerk

GROUP 6

	Step 1	Step 2	Step 3
01 Oct 2017	27.27	30.66	34.08
01 Jan 2019	27.68	31.12	34.59
01 Jan 2020	28.23	31.74	35.28
01 Jan 2021	28.79	32.37	35.99
01 Jan 2022	29.44	33.10	36.80

Area Customer Representative
(Step 3)

Billing Statistics Coordinator

Buyer

Customer Service
Representative

Customer Service
Representative Part Time

Field Services Representative

Operations Coordinator

Plant Accounting Clerk

Senior Accounting Clerk

Senior Drafting Technician

Note: 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 **2017/10/01**. No subsequent increases, except as outlined in Clause 22.06, shall apply until the job rate of the lower paying classification equals or exceeds the frozen job rate at which time subsequent increases shall apply.

SCHEDULE "C"

CLOTHING

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

- 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

SUPPLEMENTARY UNEMPLOYMENT BENEFIT (SUB) PLAN

The Purpose of the Plan

The purpose of the Supplementary Unemployment Benefit (SUB) Plan is to supplement employment insurance (EI) benefits paid to eligible employees of the Company by Service Canada during the initial seventeen (17) weeks of Pregnancy and Adoption Leave.

Details of Supplementary Unemployment Benefit Plan

Eligible Employees	<p>All Regular Employees who are members of the Bargaining Unit and are on the first seventeen (17) weeks of Pregnancy Leave and Adoption Leave.</p> <p>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.</p>
Coverage	<p>The Plan is to supplement EI benefits received by workers for the first seventeen (17) weeks of Pregnancy and Adoption Leave.</p>
Plan Conditions	<p>Employees must prove that they have applied for and are in receipt of EI benefits in order to receive payment under this Plan.</p> <p>The SUB is payable for the period during which an employee is not in receipt of EI if the only reason for non-receipt is the claimant is serving the one week waiting period. The Plan will pay the parent 100% of their income for one (1) week and supplement EI benefits for a further sixteen (16) weeks of the Pregnancy and Adoption Leaves of Absence for a total benefit of seventeen (17) weeks.</p>
Benefit Level	<p>Except for one (1) week of Pregnancy and Adoption leaves the benefit level paid under this Plan is set at 85% of the employee's regular weekly earnings. For a one (1) week period the benefit level paid under this Plan is set at 100% of the Employee's regular weekly earnings.</p>
Benefit Period	<p>The SUB will be paid for a period of seventeen (17) weeks.</p>
Effective Date	<p>The effective date of this Plan is as of the date of signing of this Collective Agreement.</p>

SUB Plan
Financing

The Plan is financed by the Company

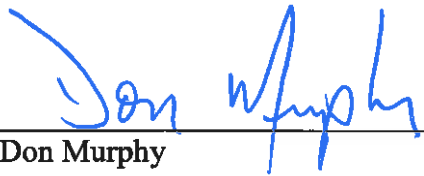
SUB payments will be kept separate from payroll records.

Other Conditions

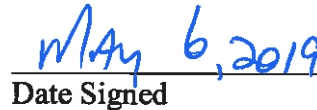
The Company will inform **Service Canada** in writing of any changes to the Plan within thirty (30) days of the effective date of the change.

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.



Don Murphy
Business Manager
IBEW Local 1620



Date Signed



Elizabeth Whitten
Manager Human Resources
Newfoundland Power Inc.



Date Signed

APPENDIX B

CONTACT CENTRE RESOURCING DURING STORMS OR MAJOR SYSTEM EVENTS

This letter sets forth the understanding reached during negotiations with respect to Employees working in the Contact Centre during storms or major system events where the customer demand exceeds the number of **Senior Customer Service Representatives**, Regular Customer Service Representatives (CSR's), Regular CSR's Part Time and Temporary CSR's reporting for **regular working hours or overtime work** in the Contact Centre.

It is agreed that 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 **one-year** college diploma and have successfully completed the Customer Service Representative Outage Training.

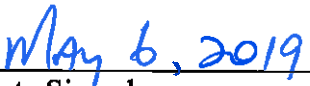
Additional staff who are required to report to work in their own position or Area during the storm or major system event will be excluded.

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


- Area Customer Representatives
- Customer Service Representatives temporarily assigned to another classification **in the Union**
- Customer Service Representatives temporarily assigned to a **management position**
- Student Customer Service Representatives who have worked in the past three (3) months
- Clerical Union Employees in St. John's Area
- **Field Services Representatives outside St. John's Area**
- Craft Union Employees in St. John's Area
- Management Employees




Don Murphy
Business Manager
IBEW Local 1620



Date Signed



Elizabeth Whitten
Manager Human Resources
Newfoundland Power Inc.



Date Signed

APPENDIX C

CUSTOMER SERVICE REPRESENTATIVE PART TIME

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.

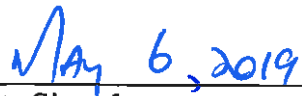
- **Clause 9.02 (Non-Shift Employees), Clause 9.06 (Shift Employees), Clause 9.08 (Alternate Hours at the Request of the Employee) and Clause 21.07 (Rehiring of Temporary Employees) will not apply.**

- **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 A.
 - 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.



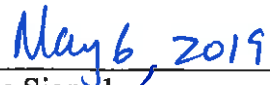
 Don Murphy
 Business Manager
 IBEW Local 1620



 Date Signed



 Elizabeth Whitten
 Manager Human Resources
 Newfoundland Power Inc.



 Date Signed

APPENDIX D**ENERGY CONSERVATION CLERK****LETTER OF UNDERSTANDING**

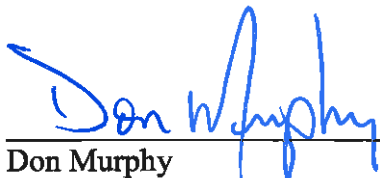
This letter sets forth the understanding reached during negotiations regarding the creation of a new classification called "Energy Conservation Clerk."

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

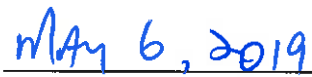
- Rebate processing support (pre-approvals for residential applications/keying commercial rebates);
- Instant rebate sales data support/processing (in-store checks, spreadsheet maintenance);
- Materials maintenance (collateral ordering, replenishing stock);
- Email response to various energy mailboxes (takeCHARGE and Online rebate submission);
- Customer and trade allies' contacts;
- Administration of partner and trade allies database (custom and instant rebates programs/customer outreach);
- 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.



Don Murphy
Business Manager
IBEW Local 1620



Date Signed



Elizabeth Whitten
Manager Human Resources
Newfoundland Power Inc.



Date Signed

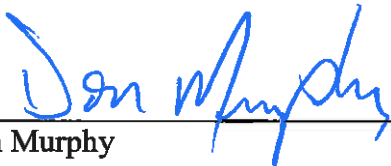
APPENDIX E***EQUAL DISTRIBUTION OF OVERTIME******LETTER OF UNDERSTANDING***

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.

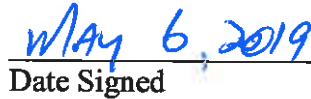
The following is the process agreed to by the Company and the Union for the duration of this Collective Agreement. This process will be evaluated by both parties during the next round of collective bargaining to determine its future application.

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.



Don Murphy
Business Manager
IBEW Local 1620



Date Signed



Elizabeth Whitten
Manager Human Resources
Newfoundland Power Inc.



Date Signed

