

SOURCE	Camp		
EFF. DATE	92	10	01
TERM.	95	09	30
EMPLOYEES	125		
NOMBRE D'EMPLOYÉS	125		

**Clerical Agreement**

Newfoundland  
Light & Power  
Co. Limited

and

Local 1620  
of  
International  
Brotherhood of  
Electrical Workers  
A.F. of L.,  
C.I.O.-C.F.L.

Effective  
October 1, 1992  
September 30, 1995



1994 - 1

09889(01)

## Table of Contents

<b>ARTICLE 1 - Purpose Of Agreement</b> .....	<b>2</b>
1.01 - Purpose Of Agreement .....	2
<b>ARTICLE 2 - Recognition</b> .....	<b>3</b>
2.01 - Recognition .....	3
2.02 - Definition of Employee .....	3
2.03 - Interpretation .....	3
<b>ARTICLE 3 - Responsibilities Of The Patties</b> .....	<b>4</b>
3.01 - Agreement To Be Observed .....	4
3.02 - No Work Stoppages .....	4
3.03 - Technological Change ..	4
3.04 - Bargaining Unit Work .....	4
<b>ARTICLE 4 - Management Rights</b> .....	<b>5</b>
4.01 - Management Rights .....	5
<b>ARTICLE 5 - Union Security And Check Off</b> .....	<b>5</b>
5.01 - Union Membership .....	5
5.02 - Deduction Of Fees .....	6
<b>ARTICLE 6 - Union Representatives And Committees</b> . . .	<b>6</b>
6.01 - Committees And Meetings .....	6
6.02 - Compensation While On Joint Committee Work .	6
6.03 - Stewards .....	7
6.04 - Pre-Negotiating Committee .....	7
6.05 - Access To Company Property .....	7
6.06 - Documents And Correspondence To Union .....	8
6.07 - Bulletin Boards .....	9
6.08 - Introduction to Shop Steward .....	9
6.09 - Employees' Personnel File .....	9
6.10 - Disciplinary Records .....	9

## Table of Contents

<b>ARTICLE 7 - Safety</b> .....	10
7.01 - Safety Policy .....	10
7.02 - Employee Requiring Assistance .....	11
7.03 - Video Display Terminals .....	11
7.04 - Protective Equipment .....	12
<b>ARTICLE 8 - Training</b> .....	12
8.01 - Training Programmes - Clerical .....	12
8.02 - Labour Relations Fund .....	14
<b>ARTICLE 9 - Hours Of Work</b> .....	14
9.01 - Intent Of Clause .....	14
9.02 - Non-Shift Employees .....	14
9.03 - Shift Employees- Computer Operators .....	17
9.04 - Rest Breaks .....	18
<b>ARTICLE 10 - Overtime</b> .....	18
10.01-Overtime .....	18
10.02 - Banking Of Overtime .....	19
10.03 - Basis Of Overtime .....	20
10.04 - Minimum Overtime .....	20
10.05 -Equal Distribution .....	20
10.06 -Period Of Rest .....	21
10.07 - overtime While Travelling .....	21
<b>ARTICLE 11 - Wages</b> .....	22
11.01 - Wages As In Schedule B .....	22
11.02 - Shift Differential - Computer Operator .....	22
<b>ARTICLE 12 - Standby Service</b> .....	23
12.01 - Standby Service .....	23

## Table of Contents

<b>ARTICLE 13 - Inclement Weather</b> .....	<b>24</b>
13.01 - Reporting For And Leaving Work During Inclement Weather .....	24
<b>ARTICLE 14 - Notice, Travel Time And Meals</b> .....	<b>25</b>
14.01 - Notice, Travel Time And Meals .....	25
14.02 - Notice Of Planned Work Assignments .....	26
14.03 - Travel To Assigned Work Location (AWL) .....	26
14.04 - Employees Away From Headquarters .....	27
14.05 - Travel To Temporary Headquarters Or "AWL" .	27
14.06 - Return Trips To Normal Headquarters .....	27
14.07 - Accommodations .....	30
14.08 - Travel Options .....	30
14.09 - Per Diem <del>Meal</del> Allowance .....	31
14.10 - Kilometre Allowance .....	34
14.11 - Reimbursement Of Company Cost .....	35
<b>ARTICLE 15 - Paid Holidays</b> .....	<b>35</b>
15.01 - Paid Holidays .....	35
15.02 - Observed Day .....	36
15.03 - Shift Employees - Computer Operators .....	36
<b>ARTICLE 16 - Vacations</b> .....	<b>36</b>
16.01 - Vacation Year .....	36
16.02 - Vacation Credits .....	36
16.03 - Utilization Of Vacation Credits .....	37
16.04 - Scheduling Of Vacations .....	38
16.05 - Paid Holiday During Vacation .....	39
16.06 - Call Back From Vacation .....	39
16.07 - Temporary Employee - Vacation Period .....	39
16.08 - Vacation Pay On Termination .....	40

## Table of Contents

<b>ARTICLE 16 - Vacations (continued)</b>	
16.09 - Transfer Vacation To Sick Leave .....	40
16.10 - Compassionate Leave During Vacation .....	41
<b>ARTICLE 17 - Insurance And Benefit Plans .....</b>	<b>41</b>
17.01 - Insurance Benefits For Regular Full Time Employees, .....	41
17.02 - Insurance Benefits For Temporary Employees ..	42
17.03 - Cost Of Policies, .....	43
17.04 - Interim Insurance For New Employees .....	43
17.05 - Pension Benefits .....	43
17.06 - Severance Pay .....	44
17.07 - Retirement Allowance .....	45
<b>ARTICLE 18 - Sick Leave .....</b>	<b>45</b>
18.01 - Sick Leave - Regular Full Time Employees ...	45
18.02 - Sick Leave - Temporary Employees .....	46
18.03 - Reporting Sick .....	46
18.04 - Medical Certificate Required .....	47
18.05 - Representative To Call .....	48
<b>ARTICLE 19 - Personal Equipment, .....</b>	<b>48</b>
19.01 - Personal Clothing & Equipment .....	48
19.02 - Rainwear .....	48
19.03 - Safety Footwear .....	48
19.04 - Coveralls .....	49
19.05 - Uniforms .....	49
<b>ARTICLE 20 - Leave Of Absence .....</b>	<b>50</b>
20.01 - Compassionate Leave .....	50
20.02 - Court Duty .....	50
20.03 - Union Business .....	50

## Table of Contents

<b>ARTICLE 20 - Leave Of Absence (continued)</b>	
20.04 - Union Conventions	51
20.05 - Business Manager	51
20.06 - Leave For Other Purposes	51
20.07 - Family Leave	52
20.08 - Education Leave	52
20.09 - Maternity Leave	52
20.10 - Emergency Leave	55
20.11 - Parental Leave	55
<b>ARTICLE 21 - Seniority</b>	<b>55</b>
21.01 - Seniority	55
21.02 - Selection of Regular Full Time Employees for Promotion and Transfer	56
21.03 - Selection of Regular Full Time Employees for Layoff and Recall	57
21.04 - Loss Of seniority	57
21.05 - Temporary Assignment Into Managerial Position	58
21.06 - Regular Full Time Employee Transferring into Craft Unit	59
21.07 - Seniority Roster	59
21.08 - Rehiring Temporary Employees	60
<b>ARTICLE 22 - Vacancies And New Classifications</b>	<b>60</b>
22.01 - Introduction Of New Classification	60
22.02 - Job Postings	60
22.03 - Job selection	61
22.04 - Temporary Work Outside Employee's Classification	61
22.05 - Request For Reclassification	62

## Table of Contents

<b>ARTICLE 22 - Vacancies And New Classifications (continued)</b>	
22.06 - Transfer To Lower Paying Classification . . . . .	62
<b>ARTICLE 23 - No Discrimination</b> . . . . .	62
23.01 - No Discrimination . . . . .	62
23.02 - Sexual Harassment . . . . .	63
<b>ARTICLE 24 - Grievance</b> . . . . .	63
24.01 - Grievance Steps . . . . .	63
24.02 - Grievance- Probationary Employees . . . . .	64
<b>ARTICLE 25 - Arbitration</b> . . . . .	64
25.01 - Arbitration Procedure . . . . .	65
<b>ARTICLE 26 - Duration And Renewal Of Contract</b> . . . . .	65
26.01 - Effective Period . . . . .	65
26.02 - Self-Renewing Unless Terminated . . . . .	65
26.03 - Change By <i>Consent</i> . . . . .	65
<b>SCHEDULE "A"</b> . . . . .	65
<b>SCHEDULE "B"</b> . . . . .	70
<b>SCHEDULE "C"</b> . . . . .	70
<b>APPENDIX 'A'</b> . . . . .	82
<b>APPENDIX "B"</b> . . . . .	82
<b>APPENDIX "C"</b> . . . . .	82
<b>APPENDIX "D"</b> . . . . .	82
<b>APPENDIX 'E'</b> . . . . .	87

## index

### A

<b>Access To Company Property</b> .....	7
<b>Accommodations</b> .....	29
<b>Agreement to be Observed</b> .....	4
<b>Appendix "A" Letter of Understanding</b> .....	82
<b>Appendix "B" Letter of Understanding</b> .....	83
<b>Appendix "C" Letter of Understanding</b> .....	84
<b>Appendix "D" Lettering of Understanding</b> .....	85
<b>Appendix " E Letter of Understanding</b> .....	87
<b>Arbitration Procedure</b> .....	64

### B

<b>Banking of Overtime</b> .....	19
<b>Bargaining Unit Work</b> .....	4
<b>Basis of Overtime</b> .....	19
<b>Bulletin Boards</b> .....	9
<b>Business Manager</b> .....	50

### C

<b>Call Back From Vacation</b> .....	38
<b>Change by Consent</b> .....	66
<b>Committees and Meetings</b> .....	6
<b>Compassionate Leave</b> .....	49
<b>Compassionate Leave During Vacation</b> .....	40
<b>Compensation While on Joint Committee Work</b> .....	6
<b>Cost of Policies</b> .....	42
<b>Court Duty</b> .....	50
<b>Coveralls</b> .....	48



## Index

### D

Deduction of Fees.....	6
Definition of Employee.....	3
Disciplinary Records.....	9
Documents and Correspondence to Union.....	8

### E

Education Leave.....	51
Effective Period.....	65
Emergency Leave.....	54
Employee Requiring Assistance.....	11
Employees Away from Headquarters.....	26
Employees' Personnel File.....	9
Equal Distribution.....	20

### F

Family Leave.....	51
-------------------	----

### G

Grievance - Probationary Employees.....	64
Grievance Steps.....	63

### I

Insurance Benefits for Regular Full Time Employees.....	41
Insurance Benefits for Temporary Employees.....	41
Intent of Clause.....	14
Interim Insurance for New Employees.....	43

# index

## I

Interpretation.....	3
Induction of New Classification.....	60
Introduction to Shop Steward .....	9

## J

Job Postings .....	60
Job Selection.....	61

## K

Kilometre Allowance .....	34
---------------------------	----

## L

Labour Relations Fund .....	14
Leave for Other Purposes .....	51
Loss of Seniority .....	57

## M

Management Rights .....	5
Maternity Leave.....	52
<del>Medical</del> Certificate Required.....	46
Minimum Overtime.....	20

## N

No Discrimination.....	62
No Work Stoppages.....	4

## Index

### N

Non-Shift Employees .....	14
Nonce of <b>Planned Work</b> Assignments .....	26
<b>Notice</b> , Travel Time and <b>Meals</b> .....	25

### O

Observed Day .....	35
<i>Overtime</i> .....	18
Overtime While Travelling .....	21

### P

<b>Paid Holiday</b> During Vacation .....	38
<b>Paid Holidays</b> .....	34
Parental Leave .....	54
Pension Benefits .....	43
<b>Per Diem</b> Meal Allowance .....	31
Period of Rest .....	20
Personal Clothing & Equipment .....	47
Pre-Negotiating Committee .....	7
Protective Equipment .....	12
Purpose of Agreement .....	2

### R

Rainwear .....	48
Recognition .....	3
Regular Full Time Employee Transferring into Craft Union .	58
Rehiring Temporary Employees .....	59
Reimbursement of Company Cost .....	34

# Index

## R

<b>Reporting For and Leaving Work During</b>	
<b>Inclement Weather</b> .....	24
<b>Reporting Sick</b> .....	46
<b>Representative to Call</b> .....	47
<b>Request for Reclassification</b> .....	61
<b>Retirement Allowance</b> .....	44
<b>Return Trips to Normal Headquarters</b> .....	27

## S

<b>Safety Footwear</b> .....	48
<b>Safety Policy</b> .....	10
<b>Schedule "A" Classification</b> .....	68
<b>Schedule "B" Group/Classification</b> .....	71
<b>Schedule "C"</b> .....	77
<b>Scheduling of Vacations</b> .....	38
<b>Selection of Regular Full Time Employees For</b>	
<b>Layoff and Recall</b> .....	56
<b>Self-Renewing <del>Unless</del> Terminated</b> .....	65
<b>Seniority</b> .....	55
<b>Seniority Roster</b> .....	59
<b>Severance Pay</b> .....	44
<b>Sexual Harassment</b> .....	62
<b>Shift Differential - Computer Operator</b> .....	22
<b>Shift Employees- Computer Operators</b> .....	17, 35
<b>Sick Leave - Regular Full Time Employees</b> .....	45
<b>sick Leave - Temporary Employees</b> .....	45
<b>Standby Service</b> .....	23
<b>stewards</b> .....	7

## Index

### T

Technological Change, .....	4
Temporary Assignment into <b>Managerial Position</b> .....	58
Temporary Employee - Vacation Period, .....	39
Temporary Work Outside Employee's Classification, .....	61
Training Programmes - <i>Clerical</i> , .....	12
Transfer to <del>Lower Paying</del> Classification, .....	61
Transfer Vacation to Sick Leave .....	40
Travel Options, .....	30
Travel to assigned Work Location (AWL) .....	26
Travel to Temporary Headquarters or "AWL" .....	27

### U

Uniforms .....	49
Union Business .....	50
Union Conventions, .....	50
Union Membership, .....	5
Utilization of Vacation Credits .....	37

### V

Vacation Credits .....	36
Vacation Pay on Termination .....	39
Vacation Year .....	36
Video Display Terminals .....	11

### W

Wages as in Schedule B, .....	22
-------------------------------	----

## TO ALL SUPERVISORY STAFF AND UNION STEWARDS

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

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

**THIS AGREEMENT made as of the 20th day of October, A.D. 1993.**

**BETWEEN**

**NEWFOUNDLAND LIGHT & POWER CO. LIMITED, hereinafter referred to as the "Company" of the First Part**

**AND**

**LOCAL UNION 1620 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,**

**hereinafter referred to as the "Union" of the Second Part.**

**WITNESSETH THAT THE PARTIES HERETO DO COVENANT AND AGREE AS FOLLOWS:**

## **ARTICLE 1 - PURPOSE OF AGREEMENT**

### **1.01 - Purpose Of Agreement**

**It is the intent and purpose of the Parties to establish, as herein set forth, their full Agreement covering wages, hours of work and other working conditions and to provide a procedure for the prompt and equitable adjustment of grievances so as to prevent interruptions of work and to promote an efficient operation. The parties hereto recognize that they are jointly engaged in providing an essential and vital service to the public and that there is an obligation on each Party for the continuous performance and availability of such service.**

## **ARTICLE 2 - RECOGNITION**

### **2.01 - Recognition**

The Company **recognizes** the Union as the sole and **exclusive bargaining agent** for its employees who are in the **bargaining unit** as set forth in Certification Order **issued by** the Newfoundland **Labour Relations Board on the 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 - Definition of Employee**

- (a) Employee means any Employee of the Company for whom the **Union** is the recognized **bargaining agent**
  
- (b) **Regular Full-Time Employee means an Employee** who is employed **by** the Company for an indefinite **period** on a full-time **basis**.
  
- (c) **Temporary Employee** means an Employee who is employed on a full-time or par-time **basis**, in **casual** or seasonal work, or for the duration of the work **assignment**.
  
- (d) Student is a **casual Employee** who is hired for a specific **period of** time not to exceed five months and upon completion returns to continue **studying**.

### **2.03 - Interpretation**

For the purposes of this Agreement, any reference to the masculine **gender shall** be deemed to include the feminine and



vice versa, and the plural shall be deemed **to** indicate the singular and vice **versa**, as the context **may** require.

## **ARTICLE 3 - RESPONSIBILITIES OF THE PARTIES**

### **3.01 - Agreement To Be Observed**

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

### **3.02 - No Work Stoppages**

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

### **3.03 - Technological Change**

When it is necessary to **reduce** the number of Regular **Full** Time 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 Full Time Employees affected. The **Company** will **give** the Union at least **three** (3) months advance notice.

### **3.04 - Bargaining Unit Work**

It is understood that due to the **nature of** the **existing operations** within the **clerical** group, **managerial** employees are normally involved in performing work **regularly** done by members of the **Bargaining** Unit. It is **also** understood that it is

reasonable and prudent that managerial employees continue to perform such duties.

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

## **ARTICLE 4 - MANAGEMENT RIGHTS**

### 4.01 - Management Rights

The Union **recognizes** that the Company has the sole authority to manage its affairs, to **make** and **alter** from time to time **rules** and **regulations** to be observed by Employees, to **direct** its **working** forces including the right to hire, **classify**, promote, demote (but not as a disciplinary measure), transfer, **lay-off**, discipline and discharge any Employee for just **cause**, and to increase or decrease the **working** force of the Company, and to re-organize any department or section thereof from **time to time** as circumstances and necessity **may require**. In the exercise of the **foregoing** management rights, the Company **shall** be subject to, and this Clause will not abrogate, the provisions of the Agreement

## **ARTICLE 5 - UNION SECURITY AND CHECK OFF**

### 5.01 - Union Membership

**Membership in the Union shall be a condition of employment** for every Employee. Every new Employee shall immediately **apply** for membership in the **Union**. The Company **agrees** to **give** the Employee the Union membership application forms provided to the **Company** **by** the Union.

## 5.02 - Deduction Of Fees

The Company shall deduct from each Employee an amount equivalent to the Initiation Fee and monthly Union Dues and shall forward such funds to the Financial Secretary of the Union not later than ten (10) working days in the month following such deductions accompanied by a list of the Employees on behalf of whom such deductions were made. The list shall include name, address, classification and reporting headquarters and shall be as shown by the records of the Company.

## ARTICLE 6 - UNION REPRESENTATIVES AND COMMITTEES

### 6.01 - Committees And Meetings

The Company agrees to meet and deal with the following committees and the Union shall keep the Company informed, at all times, as to the names of its Officers, Negotiating Committee Members, Labour Management Committee (2 appointed by the Union from this Bargaining Unit), Shop Stewards, Apprenticeship Advisory Committee, committees and representatives required under the Occupational Health and Safety Act and any other persons who are authorized representatives of the Union for the purposes of negotiations and discussions with the Company in matters which are appropriate under provisions of this Agreement. The Union may also have the services of a person designated by the Union when dealing with grievances, or servicing this contract. The Labour Management Committee shall meet once a month unless otherwise mutually agreed by the Union and the Company.

### 6.02 - Compensation While On Joint Committee Work

The Company agrees that Employees who are members of the above committees shall suffer no loss of pay while engaged

in any Company-Union joint **consultative** committee work, and if **travelling** with the mutual consent of the Company and the Union, the Company will reimburse them for reasonable travelling and living **expenses incurred when** away from their designated headquarters. Members of the joint committee **shall** be allowed reasonable **time** during **working** hours when **they** are required to attend to business **arising out of** joint **committee** work, it being understood that in all **cases members** of the Committee **requiring** time **off** from **regular** work must **obtain** approval from their immediate supervisor.

### **6.03 - Stewards**

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

### **6.04 - Pre-Negotiating Committee**

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

### **6.05 - Access To Company Property**

The Union Representative **shall** have access to the Company property in performance of his duties in servicing this Agreement, providing he **has made** prior **arrangements** with the Employee Relations Section.

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

#### 6.06 - Documents And Correspondence To Union

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

- (a) A list of all Regular Full Time Employees showing their **names**, addresses, and Service and Bargaining Unit **Seniority** as at the **thirty-first day** of May of that year.
- (b) A list of all **Temporary Employees** showing **their names, addresses, and accumulated service by area and location** as at **the thirty-first** of May of that year.
- (c) A copy of all **job** postings, **job** appointments, promotions, demotions, and transfers as soon as they **are posted**.
- (d) **Names** of Employees hired, discharged, retired, deceased or who **have** resigned.
- (e) A copy of any **suspensions or written warnings** given to Employees.
- (f) Reasonable notification of any **courses, seminars, workshops or educational programs** to be **given by or through** the Company pertinent to employees of the Bargaining Unit

### 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, **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.

### 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.

### 6.09 - Employees' Personnel File

The Company **shall** not **maintain** more than one Personnel File for **each** Employee. Employees **shall** have the right to view and **obtain** a copy **of their Personnel File (excluding payroll records unless specifically requested)** 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 as an observer. 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. **Upon** written request of the Employee, the disciplinary record removed **from** the file will be returned to the Employee.

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

To see that the **safety** rules, as prescribed from time to time in the Company Safety **Handbook** or by a **law**, shall be **strictly** adhered to.

The tools and safety equipment supplied by the Company shall be properly **used** and **taken care** of at all times **by** the Employees to whom they are issued.

#### 7.02 - Employee Requiring **Assistance**

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

#### 7.03 - Video **Display** Terminals

A video display terminal **user** is an Employee whose use of video **display** terminals is a mandatory requirement for the completion of **their** job duties.

For video display terminal users, the Company shall take every reasonable **step** to:

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



For Regular Full Time Employees who are video **display** terminal users, the Company *shall*:

- (1) Pay for annual eye **examinations** if not covered under existing benefit package to a **maximum** of **\$30**.

#### 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 Safety Handbook or any **law** of the Province.

### ARTICLE 8 - TRAINING

#### 8.01 - Training **Programmes** - Clerical

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

- (a) It is recognized that mutual benefits would accrue **by participating** in Labour Relations **Training** and, where practical, the parties agree to co-operate in **this training**.
- (b) The Company shall provide training, where **reasonable**, in **order to broaden** the knowledge and skills **of Employees**.
- (c) **Upon** supervisory approval, the Company shall assist Employees who attend training programmes at

approved ~~institutions off~~ the premises outside their normal working hours, when such training relates to overall career development. **Such** assistance shall include reimbursement ~~for~~ tuition fees and compulsory text books upon successful completion of the **training programme**.

- (d) **Training which** is considered by the Company to be essential for ~~satisfactory~~ job performance shall be mandatory and *shall* be considered as time worked. **Employees attending training outside their operating area and delivered on a n o d working day shall be paid a n o d day's pay. Employees attending training within their operating area and delivered on a normal working day shall report to their supervisor if training is completed before the expiration of the n o d work day.** When travel to or ~~from~~ the place of training is necessary, it *shall* be done during normal **working** hours where practical. **When travel to or from mandatory training is necessary on days of rest, Employees shall be paid at normal straight time rates for the actual travel time required to a maximum of eight (8) hours in any calendar day. If such travel is required outside normal working hours on regular work days, straight time rates shall apply to a maximum of eight (8) hours.**
- (e) **Notwithstanding** the provisions outlined in (d), **when an Employee travels a vehicle that is required for use in mandatory training any travel time outside normal working hours or on a day of rest shall be paid at the overtime rates.**

## 8.02 - Labour Relations Fund

The *Company* will make available in each calendar year a maximum of \$5,000 for labour relations education and training for this **Bargaining Unit's** membership.

The *Company* shall commit part or all of these funds towards specific programmes only upon the recommendation of a **Training Committee** comprised of the Manager, **Human Resource Services** of the *Company* who shall be Chairperson, **and three** other members, of which one shall be appointed by the *Company* and two by the Union. All decisions of this **Committee** shall be by majority.

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

## 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 - Full Time Employees**

Except during the summer period, the normal hours shall be 8:30 a.m. to 5:00 p.m., Monday to Friday, with

a one hour lunch break **from** 1:00 p.m. to 2:00 p.m. However, Employees may elect to work optional hours **from 8:30 a.m. to 4:30 p.m.** with a one-half hour lunch break from **1:00 p.m. to 1:30 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** Employees requesting the option, the option shall be made available on a **rotating basis.**

Where the *Company has* granted the option and **later** determines that **requirement (1) cannot be met,** it can cancel the option on **two (2) weeks** notice to the **Employee.**

**(b) Summer Hours • Full-Time 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 lunch break from 12:00 noon to 12:30 p.m. Optional hours of work are not applicable during the period in which summer hours are in effect.

(c) **Changes to Lunch Break - Full-Tie Employees**

The lunch break times specified in this clause may be varied by the Company for as many Employees as, in the opinion of the Company are required to provide proper and adequate service to the public The varied lunch break time must be between the hours of 11:30 a.m. and 2:00 p.m.

(d) **Normal Hours, 40-Hour Week**

For Employees in the following classifications, the normal hours of work shall be from 8:00 a.m. to 5:00 p.m., Monday to Friday, with a one hour lunch break from 1:00 p.m. to 2:00 p.m. or, at the election of the Company from 8:00 a.m. to 4:00 p.m. with a one-half hour paid lunch period from 12:00 noon to 12:30 p.m. at the worksite.

Surveyor's Assistant  
Operations Clerk  
Meter Inspector  
Line Inspector  
Inspector Climber

### 9.03 - ~~Shift~~ Employees - Computer Operators

The hours of work for shift employees shall average **thirty-seven** and one half (37 1/2) 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. Shift shall rotate or alternate on a regular basis. When shift Employees, at the request of the Company, work two consecutive shifts they would be paid the applicable overtime rate. Shift Employees will not be required to work consecutive twelve (12) hour shifts except under extreme circumstances.**

Should there be **any** evidence of Employee fatigue, deterioration of **safety standards**, reduction in the present level of efficiency or increasing operating costs, or other problems **resulting from the shift schedule** and the problem **cannot** be resolved through the Labour Management **committee** then the **Company may** modify the ~~shift~~ schedule **upon** one (1) month's written notice to **the Union**. No overtime **costs** will be incurred as a result of a **changeover to or from** the shift.

For ~~calculation~~ of vacation credits, utilization of vacation credits, ~~calculation~~ and administration of the Short Term Salary

Continuance Plan, and calculation and administration of the Insurance and Benefits Plans time would be calculated on an hour for hour basis.

**Computer Operators will be provided a one-half (1/2) hour paid lunch on all shifts.**

#### 9.04 - Rest Breaks

Employees shall be permitted a fifteen (15) minute rest break during each 1/2 day or 1/2 shift as scheduled by their supervisors. Rest breaks shall be taken after the first hour and before the last hour of each half shift.

## ARTICLE 10 - OVERTIME

#### 10.01 - Overtime

An Employee required to work outside of the working hours as defined in Article 9 will receive compensation for the hours worked at double the hourly wage rate applicable to their classification.

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

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

### 10.02 - Banking Of Overtime

An Employee **may** elect, in **writing** to the Company, in lieu of **pay**, to **bank overtime**. One (1) hour of overtime **worked** at double time will be banked as **two (2) hours**.

With reasonable notice **by** the Employee, and prior approval of the **Supervisor**, **banked time may be taken** in **periods** of not less than one working **day**. Approval will be subject to **work** requirements and the provision that it does not interfere with vacation **schedules**.

Notwithstanding the above, at the discretion of the Supervisor, **banked time may** be utilized in part days.

The utilization of banked overtime will be limited to one hundred and twelve and one-half (112.5) **hours** in **any** calendar year (120 hours for employees working a 40 hour week) except upon **retirement** at **which time all remaining banked overtime may be taken as time off** immediately prior to retirement

**An Employee may elect**, on written notice to **his** Supervisor to receive pay for part or **all** overtime hours **currently banked**.

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 and total remaining banked hours**.

### 10.03 - Basis Of Overtime

Vacations, paid holidays and approved **sick** leave shall be considered as time worked for the purpose **of** computing overtime.



#### 10.04 - Minimum Overtime

An Employee who is required **by** the Company to continue work beyond his normal *shift*, *shall* be paid not less than one-half (1/2) hour at the overtime rate, otherwise overtime *shall* be rounded up to the nearest quarter-hour.

An Employee who is required **by** the Company to report for work within one **(1)** hour prior to the **start** of his normal **shift** shall be paid not less **than** one **(1)** hour at the overtime rate.

Except as provided above, an Employee who is required **by** the Company to **report** for work after he **has** completed his normal days work and left his place of employment, will receive not less **than** two **(2)** hours pay at the overtime rate.

#### 10.05 - Equal Distribution

**All** Employees *shall* accept overtime in order to distribute overtime equally. Overtime will be distributed as equitably as possible **among all qualified** Employees within an area or department. However, **Employees** performing a particular job during the **regular hours** will be given preference of **continuing that job into overtime hours**.

Where Employees feel they **have** been **assigned** abnormal **amounts** of overtime, they **are** encouraged to **discuss** the matter **with their shop steward and/or supervisor**. **The Company shall make available on a monthly basis a list of employees showing actual overtime hours worked in the applicable area.**

#### 10.06 -Period Of Rest

An Employee *required to work* overtime within the **hours** of 12:00 midnight and 4:00 a.m., *shall* be paid at the overtime rate

**until** the Employee is relieved for a seven and one-half (7 1/2) hour rest **period** (8 hours for employees working a 40 hour week).

An Employee who works fifteen (15) continuous hours will be **entitled** to a seven and one half (7 1/2) hour rest **period**.

The Employee *shall* be paid at the **straight** time rate for any portion of his rest period which **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 his regular **shift**, an Employee is required to report to **work** for one hour or less of his regular **shift**, then that Employee **will** be required to report for **work only** if the Company requires that Employee to work **overtime** after his regular **shift**. **Otherwise**, that Employee **will** not be required to report for his regular **shift** and will be paid the straight time rate for the one hour or less **remaining** in his regular —

#### 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 travelling 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 travelling" 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.

## **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

### **11.02 - Shift Differential - Computer Operator**

Employees working shifts shall receive a shift differential as follows:

	<b>Shift Differential</b>
<b>92/10/01</b>	<b>\$.80</b>

The shift differential will only apply between the hours of 16:00 hours and 08:00 hours. The shift differential shall not apply to hours worked for which overtime rates apply

**AS part of the orientation of a new Computer Operator, the indent Operator will receive seven percent (7%) in addition to their base pay when overseeing the orientation.**

## ARTICLE 12 - STANDBY SERVICE

### 12.01 • Standby Service

Employees ~~shall~~ perform standby duty when requested by their supervisor. Such Employee shall be qualified ~~in~~ 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 headquarter's area and be available by telephone or leave information as in where they can be reached quickly and make arrangements for forwarding any messages that may be received by telephone. If calls are received, they shall immediately report for work or take such action as may be necessary under the circumstances.**

Standby duty ~~shall~~ be assigned on a ~~weekly~~ basis and ~~shall~~ be divided as equitably as possible, **among all Employees who can effectively carry out standby duties. The schedule of standby duty shall be posted for the next month at least two weeks prior to the first of the month, where practical.**

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

**Employees assigned to standby duty shall receive standby pay as follows:**

	<u>Monday Thru Friday (Except Statutory Holidays)</u>	<u>Saturday Thru Sunday</u>	<u>statutory Holiday</u>
<b>92/10/01</b>	<b>\$18.00/day</b>	<b>\$24.00/day</b>	<b>\$36.00/day</b>

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

An Employee **who** is required by the Company to reside **away** from their **normal** residence and is **assigned** standby **duty**, **shall** be compensated at one and one-half (1 1/2) the regular standby rate.

## **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 their supervisor of their **inability** to report for work, choose one **of the** following options:

1. utilize banked overtime **or** vacation **credits**;
2. take **leave** with no **pay**

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 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**.

If Company **offices** are closed as a result of severe storm conditions, Employees who are released from **duty** at that **time** will **suffer no** loss of pay for the period not worked. Employees who were previously released **from** duty at **their own** request will be paid for the time that the **office** was **closed**.

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.

## **ARTICLE 14 - NOTICE, TRAVEL TIME AND MEALS**

### **14.01 - Notice, Travel Time And Meals**

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

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

#### 14.02 - Notice Of Planned Work Assignments

Employees working on planned work assignments which require them to **be away from** their normal residence overnight or for the duration of the planned work assignments **shall** be notified of same before 4:00 p.m. on the working day two (2) days prior to the **start** of the planned 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 which **arises** on **short** notice as a result of emergency **situations**.

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

#### 14.03 - **Travel** To Assigned Work Location (AWL)

Time spent **travelling between** 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 Headquarters or "AWL" is approximately the **same**.

#### 14.04 - Employees Away From Headquarters

Employees stationed away **from Normal** Headquarters and required **by** the Company to reside **away from** their normal

residence shall have travelling time paid as in 14.03 between their place of accommodation and "AWL".

Travel time **from** accommodations to a Temporary Headquarters is on Employee's time.

#### **14.05 - Travel To Temporary Headquarters Or "AWL"**

**When** an Employee is required to **travel** from their Normal Headquarters to **work** for a period of **time** from a **Temporary** Headquarters or "AWL" and to reside away from their normal residence, the employee shall be paid **m** accordance **with this** Agreement for the time involved **in** travelling **between** the Normal Headquarters and **Temporary** Headquarters or "AWL" at the commencement and at the end of the work assignment

#### **14.06 - Return Trips To Normal Headquarters**

The Company **shall** pay travelling **expenses** reasonably incurred by **an** Employee for one return trip from their Temporary Headquarters or "AWL" to their **Normal** Headquarters for **every second** weekend that the Employee is away from their **Normal** Headquarters.

For **every** other weekend the Employee may be provided with the most economical and **practical** transportation available to and from **Normal** Headquarters. This provision is applicable **only** when the **cost** of **such** travel would not **exceed** the cost of **maintaining** Employees in travel status.

**All** travel under **this** clause shall be on the Employee's **own** time and not subject to **any** overtime provision.

**Not withstanding** the above when an Employee is **required** to **work from** a Temporary Headquarters and



reside *away* from their **normal** residence for a period exceeding one week and the Employee has elected to take the Per Diem Meal **Allowance** (Article 14, Clause 14.09) rather than the **Travel Option** (Article 14, Clause 14.08), then a weekend travel **option** will be made available to the Employee as outlined **below**.

The Employee shall be entitled to elect:

- (1) to receive the hours of **4:00 p.m. to 5:00 p.m. (3:30 p.m. to 4:30 p.m. when on one half (1/2) hour lunch period) on Friday afternoon and 8:30 am. to 9:30 am. on Monday morning** as paid **travel** time for the purpose of travelling between Temporary Headquarters and **Normal** Headquarters (the "Weekend Travel Option"); **or**
- (2) **to remain at the Temporary Headquarters over the weekend and receive the benefits provided in this Agreement respecting accommodations** (Article 14, Clause 14.07) and the **Per Diem Meal Allowance** (Article 14, Clause 14.09).

When an Employee elects to **take** the Weekend Travel Option, then:

- 1) that Employee shall travel from the Temporary Headquarters to Normal Headquarters **on Friday and return on Monday by either Company vehicle or taxi** paid by the Company, the mode of **transportation** to be at the Supervisor's **discretion; and**

- 2) **that Employee shall receive no pay for travel outside of normal working hours.**
- 3) **the Weekend Travel Option or any benefit under it shall not be available at the commencement or end of a work assignment.**
- 4) **a replacement Employee, upon joining a crew which has elected the Weekend Travel Option, shall be paid in accordance with this Agreement only for the time involved in travelling between the Normal Headquarters and Temporary Headquarters at the commencement and end of that replacement Employee's involvement with the work assignment.**
- 5) **if the Weekend Travel Option posed any difficulties which cannot be resolved at Labour Management Committee meetings, then its operation may be suspended by either the Company or the Union.**

#### **14.07 - Accommodations**

When an Employee is required to reside away from their normal residence, the Company shall provide accommodations and pay the Employee a Per Diem Meal Allowance in accordance with ~~Case~~ 14.09. Single accommodations will be provided if available.

## 14.08 - Travel Options

### OPTION 1

A. In lieu of provisions of 14:07, an Employee may elect to receive a **Travel Allowance** per B provided the employee does **so** for a minimum one **(1)** week period or for the duration of the work assignment whichever is the **shorter** and shall:

- (1) report to the Temporary Headquarters or "AWL" at the appointed **starting** time and **remain** to the appointed stopping 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 noon day or mid **shift** meal.

If an Employee **does not** report for work at the **Temporary** Headquarters or "AWL", the Employee **shall** not be eligible for the Travel Allowance or the **day's** pay for that **day**.

The Company or the Employee reserves the right to temporarily suspend the **Travel Option** when road, **weather** or other conditions make the **Travel Option** **impractical**.

B. Travel Allowance

- (1) Travel Allowance **shall** be **based** on the one way distance between Normal Headquarters and Temporary Headquarters or "AWL" and **shall** be paid on the **following** scale:

	<u>October 1, 1992</u>
0 - 40 KM	<b>\$27.50</b>
41 - 80 KM	<b>\$34.50</b>
81KM and over	<b>\$39.50</b>

OR

- (2) The Company *may* provide transportation for the Employee each day to and from the **Temporary Headquarters** or "AWL".

## OPTION 2

In *lieu* of the provisions **outlined** in Clause 14:07 when Employees are required to reside away from their normal residences, Employees may **elect** to be paid an allowance of **\$60.00 per day to cover per diem, accommodations and all other expenses**. In addition the Employee *may* claim, *substantiated by receipts*, up to \$10.00 per week for telephone **long distance** calls. Under no *circumstances shall* an Employee elect **Option 2** and travel between normal residence and the Temporary Headquarters or "AWL".

14.09 - Per ~~Diem Meal~~ Allowance

A. The Per Diem Meal Allowance ~~shall~~ be:

### **Effective date of signing**

<b>Breakfast</b>	<b>\$6.50</b>
<b>Lunch</b>	<b>\$10.00</b>
<b>Dinner</b>	<b>\$15.00</b>
<b>Incidentals</b>	<b>\$9.50</b>
<b>Total</b>	<b>\$41.00</b>

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

Employees may ~~claim~~ in addition to the above the cost of incidental long distance telephone ~~calls~~ to a ~~maximum~~ of \$10.00/week. ~~Such claims shall~~ be substantiated ~~by~~ receipts.

## B. Meal Allowance

### (1) Noon or ~~Mid-Shift Meal~~

All Employees ~~are~~ responsible for providing their own noon or ~~mid-shift~~ meals. However, Employees whose ~~duties require~~ intermittent travel ~~which~~ may make it impractical on any ~~given~~ day to return to ~~Headquarters or their~~ normal residence for the noon or ~~mid-shift~~ meal on that day, shall be reimbursed to a maximum of ten dollars (~~\$10.00~~) ~~when~~ substantiated ~~by~~ receipt and approved ~~by~~ the supervisor.

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

### (2) Meals During Overtime

~~Meal Allowances~~ at the ~~following rate~~ shall be paid for meals during overtime in accordance with the following:

C. **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 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 overtime. Should the overtime continue, a Meal Allowance shall be provided at the expiration of each successive four (4) hour period thereafter.**
  
- (3) *Employees who are required to work overtime on a day of rest, paid holiday or scheduled day off shall be responsible for providing the first meal after four (4) hours of overtime as would be the case on a normal working day and receive a Meal Allowance at the expiration of four (4) additional hours of overtime and each four (4) hours thereafter providing a twelve (12) hour notice has been given, otherwise meal allowances shall be issued every four (4) hours.*

- (4) **Prolonged Overtime**  
Generally, Employees will be provided with a meal allowance rather than a meal. However, in situations of prolonged overtime, the Company may elect to provide a meal (hot where practical) instead of a meal allowance. If the value of such meal is less than the value of the Meal Allowance, the Employee shall be paid the difference. **One-half (1/2) hour paid rest period** will be allowed where the meal is provided by the Company.
- (5) **When** a Meal Allowance is provided in 1,2 and 3 above the Employee may elect to take a fifteen minute unpaid rest period.

#### 14.10 - Kilometre Allowance

An Employee using their own vehicle at the request of the Company shall be paid an allowance at the rate of:

thirty (\$0.30) cents per kilometre effective date of signing.

#### 14.11 - Reimbursement of Company Cost

Where an Employee is required to use pay phones, parking meters, ferry expenses etc, the Company shall advance such monies. The Employee is required to account for their expenditures on a weekly basis.

### ARTICLE 15 - PAID HOLIDAYS

#### 15.01 - Paid Holidays

Subject to Clause 15:02, the following are paid holidays under this Agreement:

**New Year's Day**

Good Friday

**Victoria Day**

Discovery Day

Dominion Day

**July 12**

**Regatta Day**

**Labour Day**

**Thanksgiving Day**

Remembrance Day

Christmas Day

Boxing Day

**One (1)** additional **holiday** per **calendar year** 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.

### **15.02 - Observed Day**

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

### **15.03 - Shift Employees - Computer Operators**

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



When a paid holiday falls on an Employee's assigned day of rest, he shall be paid seven and a half (7 1/2) hours at the regular rate.

## ARTICLE 16 - VACATIONS

### 16.01 - Vacation Year

The vacation year shall be from April 1 of one year to March 31 of the following year.

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

### 16.02 - Vacation Credits

All Regular Full Time Employees shall be entitled to vacation credits based on the regular working days actually worked in the previous vacation year as follows:

Vacation credit = Days worked in previous vacation year divided by rate of accrual.

Credited Service Completed in the Current Vacation Year	Rate of Accrual	Maximum Vacation Credits
Less than 1 year	26	10 days
1 year, but less than 10 years	17.33	15 days
10 years, but less than 15 years	13	20 days
15 years, but less than 20 years	12.38	21 days
20 years, but less than 25 years	10.4	25 days
25 years, but less than 30 years	10	26 days
30 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**.

**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 the rights and privileges of this clause**.

#### 16.03 - Utilization **Of Vacation** Credits

Vacation credits shall normally be **utilized** in the vacation year following the vacation year in which they were **earned** and shall be **subject to the following** conditions:

- (a) The dates of all vacations are **subject to** a request **by** the **Regular Full Time Employee** and approval **of** the **supervisor**;
- (b) Vacation **pay** will not be paid **for** vacation not **taken** except where the **Regular Full Time Employee** is **prevented by the Company from taking in excess of two weeks** vacation **m the current** vacation year.
- (c) **Except as provided in (b) above** or otherwise approved **by the Company**, **outstanding** vacation **credits** at the end **of the vacation year** shall be forfeited.

Upon request **by** the Regular **Full** Tune Employee and approval in writing **by** the Department **Head** an Employee may **carry** over a **maximum of**, ten (10) vacation credits to the next vacation year. Vacation credits **carried** over must be **used** in the **next** vacation year or be forfeited, but **may** not be **used** to **extend** normal vacation periods scheduled between June 1st and September 30th.

#### 16.04 - Scheduling Of Vacations

**By not later than April 30th of each year, all Regular Full Time** Employees must notify their Department Head, in **Writing**, of the preferred period for their **full** vacation **entitlement**. Within ten (10) working days of **this** date the Department Head will prepare a vacation schedule indicating the vacation **period** of each Regular Full Tune Employee in **their** department. **A Regular Full Time Employee who does not advise their** Department Head **of their preferred vacation period before April 30th shall forfeit their right of preference.** However, this shall not **preclude Regular Full Time Employees from exchanging vacation periods where mutually agreed between themselves and the Company.** Other **changes shall be granted at the Company's discretion.**

#### 16.05 - Paid Holiday **During** Vacation

**When** a paid holiday occurs during a **Regular Full Time** 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 **Full** Time Employee is **called** back from his vacation to work, **that** Employee shall be **entitled** to receive:

- (a) For the first five (5) days of previously scheduled vacation **actually** worked in **each year, the** applicable overtime **rate** of pay and re-scheduling of those **five (5)** days' vacation at a time mutually agreeable to the Employee and **his** supervisor; and
- (b) for all days previously scheduled vacation **actually** worked subsequent to the first **five (5) days in each year** the choice of either;
  - (1) **Pay** at the applicable overtime rate; **or**
  - (2) rescheduling of the vacation days **missed** at a **time mutually agreeable to the Employee and his** supervisor.

#### 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 **twenty-four (24)** or more continuous months shall not be included in the accumulated service of the Temporary Employee. Vacation credits **will** be **utilized** as per Clause **16.03** or paid upon termination **or** at the option of the **Employee, vacation credits will be paid on a current year** basis and will be **included** in the pay **cheque** for **each pay period**.

#### 16.08 - Vacation Pay **On** Termination

A Regular Full **Time** Employee whose employment is **terminated** shall be paid **any unused** vacation credits accumulated to the **date** of termination.

### **16.09 - Transfer Vacation To Sick Leave**

If a Regular Full Time Employee is admitted to hospital for medical services during their vacation the Company shall, upon receiving proof from the Regular Full Time Employee of such admission, allow the working days during which the Regular Full Time Employee was admitted and subsequent convalescence to be charged to their sick leave benefit, and allow the Regular Full Time Employee to reschedule their transferred vacation credits to a time mutually acceptable to the Company and the Employee.

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

### **16.10 - Compassionate Leave During Vacation**

Only where a Regular Full Time Employee's spouse, common-law spouse, parent, step-parent, child, step-child or common-law spouse's child dies during the Regular Full Time Employee's scheduled vacation shall the Regular Full Time Employee be ended to compassionate leave under Clause 20.01 in lieu of scheduled vacation. Scheduled vacation so replaced by Compassionate Leave shall be rescheduled to a time suitable to both the Regular Full Time Employee and the Company.

## **ARTICLE 17 - INSURANCE AND BENEFIT PLANS**

### **17.01 - Insurance Benefits For Regular Full Time Employees**

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

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

### **17.02 - Insurance Benefits For Temporary Employees**

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

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

**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 the rights and privileges of Clause 17.01 - Insurance Benefits for Regular Full Time Employees.**

#### 17.03 - Cost Of Policies

The cost of the above **policies** shall be shared on a 50/50 basis between the Employee and the **Company**. The Employee's share

of the cost shall be applied to cover the Long Term Disability Income Continuance premium with the remainder, if any, applied to the other components of the Plan.

#### 17.04 - Interim Insurance For New Employees

During the life of this Agreement and subject to the terms and conditions of the existing policy with Citadel General Assurance Company, the Company will continue to provide at its expense Accidental Death and Dismemberment Insurance in the amount of Twenty Thousand Dollars (\$20,000) for each new Employee until he is eligible for coverage under the Insurance and Benefit Plans outlined in this Article.

#### 17.05 - Pension Benefits

Regular Full Time Employees shall be entitled to pension benefits in accordance with the terms of the Newfoundland Light & Power Co. Limited Retirement Income Plan.

The Company agrees that one Regular Full Time Employee from this Bargaining Unit, selected by the Union, will be a member of the Pension Review Board.

The Company agrees to the establishment of a "Supplemental Pension Plan" cost shared by the Company and the Regular Full Time Employee on a 50/50 basis.

The required contribution for each Regular Full Time Employee is one and one half percent (15%) of the annual straight time earnings. The Employer contribution shall be an amount equal to the contribution of each Regular Full Time Employee to a maximum of one and one half percent (15%) of the Regular Full Time Employee's straight time earnings.



#### 17.06 - Severance Pay

The Company will endeavour to provide alternate employment to a Regular Full Time Employee whose classification has become redundant due to technological or **organizational** change. This **shall** also apply to any Regular Full Time 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 alternate employment cannot be provided and providing the Regular Full Time Employee **has ten (10) or more years** of service, including time on Long-Term Disability, he **will** be entitled to severance pay **equal** to the amount obtained upon multiplying the number of completed years of continuous employment **by** their basic **weekly pay** in effect **on** the date he last worked. The total severance pay shall not exceed a maximum of twenty-five thousand dollars (**\$25,000.00**).

This clause **shall** not apply to a **Regular Full Time** Employee who **terminates their** employment voluntarily, is discharged for cause, retires, is **granted** leave of absence, or upon death.

#### 17.07 - Retirement Allowance

**Upon retirement a Regular Full Time Employee with ten (10) years or more** of service who **qualifies** for and receives Company pension **will** be entitled to Retirement Allowance **equal** to the amount obtained upon multiplying the number of completed **years** of continuous employment with the Company **by** their basic **weekly pay** in effect **on** the date **they last** worked to a **maximum** of twenty (**20**) weeks. This clause **shall** not apply to a **Regular Full Time** Employee who **terminates their** employment voluntarily, is **discharged** for cause, is terminated due to job redundancy, is granted leave of absence, or upon death.

## ARTICLE 18 - SICK LEAVE

### 18.01 - Sick Leave - Regular Full Time Employees

**Regular Full Time** Employees who have completed one month's service shall be eligible to receive short term sick leave benefits for those periods during which they are physically unable to work as a result of non-occupational sickness or injury in accordance with the Company's salary continuance plan (which plan is hereby incorporated as part and parcel of this Agreement) covering short term and long term disabilities, a copy of which plan is held by each **Regular Full Time** Employee.

Short term sick leave benefits will not be paid for any period during which the Employee is eligible to receive payments under the Long Term Disability Insurance Plan.

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

### 18.02 - Sick Leave - Temporary Employees

**Temporary Employees** who have completed at least **sixty (60) days of employment and who** have not reached the age of sixty-five (65) shall be eligible to receive short term sick leave benefits for those periods during which they are physically unable to work as a result of non-occupational sickness or injury; such sick leave benefits shall be based on the total service accumulated by the **Temporary Employee**, as follows:

Accumulated Service

Sick Leave Benefits

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**

75% of normal straight time for two (2) **weeks** for **each** twelve (12) month period of accumulated service to a maximum of **fifteen** (15) weeks **in a calendar year**.

18.03 - Reopening Sick

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

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

18.04 - Medical Certificate Required

- (A) **An Employee who requires sick leave in excess of two (2) consecutive working days (or in excess of two (2) consecutive shifts for an Employee working shifts) may be required by the Company to produce a certificate from a qualified practitioner attesting to the necessity of the sick leave.**

- (B) The Company **may**, for reason **only**, **make** a request in **writing** to an Employee that he procure a "Medical Certificate" stating that he is **fit to perform his duties**.

If the Company **disagrees** with the "**Medical Certificate**", as above, the Company **may** request that the Employee visit a Medical Practitioner **of** the Company's **choice** to verify the Employee's **Medical Certificate**.

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

**When** a medical certificate is requested **by** the **Company**, it will be done during normal **working hours** at Company expense and without loss **of** pay to the Employee.

### **18.05 - Representative To Call**

The Company **may**, **while** an Employee is receiving **benefits** have a representative, a **Doctor**, or a nurse **call** at the home **of** the **Employee during all reasonable hours, to ascertain the nature and extent of the Employee's sickness or disability**.

## **ARTICLE 19 - PERSONAL EQUIPMENT**

### **19.01 - Personal Clothing & Equipment**

**The Company will provide such protective and/or specialized clothing and safety equipment which, in its judgment, is required for a particular job.**

### 19.02 - Rainwear

In each Calendar year one (1) suit of ~~rainwear~~, of a type approved **by** the Company, *may* be purchased **by each** Regular Full Time Employee **who** is in the classification of line inspector, surveyor's assistant, inspector-climber, technical assistant, collector, field representative, messenger, transportation serviceman and meter inspector. **Seventy-five percent (75%)** of the **cost** of **each** purchase will be paid **by** the Company.

The above may **also** apply to any Employee who is required to **work** in inclement weather and the eligibility **shall** be determined by the Company.

### 19.03 - Safety Footwear

In *each* calendar year two (2) pairs of **safety shoes** or **boots** of a type approved by the Company, *may* be purchased **by** Regular Full Tune Employees who are in the classifications of line inspector, inspector-climber, ~~surveyor's assistant~~, technical ~~assistant~~, transportation ~~serviceman~~, and ~~project co-ordinator~~ and the Company will pay **seventy-five percent (75%)** of the cost of the purchase to a maximum ~~total annual~~ reimbursement of one **hundred** and **ten** dollars (**\$110.00**).

The above *may* also apply to *any* Employee and the eligibility **shall** be determined **by** the Company.

### 19.04 - Coveralls

In *each* calendar year, two (2) suits of coveralls of a type approved **by** the **Company**, *may* be purchased **by** Regular ~~Full~~ **Tune** Employees **who are in** the ~~classifications~~ of line inspector, inspector-climber, ~~surveyor's~~ **assistant**, technical **assistant** and transportation **serviceman**. **Seventy-five percent (75%)** of the cost of **each** purchase will be paid by the **Company**.

A Regular Full Time Employee *may* purchase insulated coveralls of a type approved **by** the Company in lieu of regular coveralls but the additional cost shall be borne wholly **by** the Regular Full Time Employee.

The above *may* also apply to any Employee and the eligibility shall be determined by the Company.

### **19.05 - Uniforms**

Regular Full Time 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**.

## **ARTICLE 20 - LEAVE OF ABSENCE**

### **20.01 - Compassionate Leave**

In the **case** of the death of a **spouse**, common-law spouse, child, step-child or child of a common-law spouse, a Compassionate Leave of **four (4) consecutive working days inclusive** of the **day** of the funeral with no loss of pay, shall be granted. In **case** of the death of a **parent**, step parent, brother, sister, **parent-in-law**, brother-in-law, sister-in-law, grandparent, **grandchild** or other **relatives living** in the household of the Employee a Compassionate Leave of **three (3) consecutive working days**, inclusive of the **day** of the **funeral** shall be granted, with no loss of pay.

In addition to the three (3) and four (4) day periods above, additional time, up to one (1) day after the date of the funeral, shall be granted if **travelling** is **involved**. A one (1) day leave of absence, with no loss of **pay**, will be granted for the **regular** workday on which **an** Employee attends the funeral of an aunt, uncle, niece, nephew **or** **grandparent** of the **family**.

#### 20.02 - Court Duty

**An** Employee subpoenaed **as** a witness in legal proceedings or summoned for **jury** duty shall be granted **leave** of absence without loss of pay or benefits for the period the Employee is required to be **off** work

#### 20.03 • Union Business

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

#### 20.04 • Union Conventions

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

#### 20.05 • Business Manager

With reasonable **notice**, requests **by** the Union that a Regular Full Time Employee be granted leave of **absence** without **pay** but with maintenance of **seniority rights** for **purposes** of acting **as** Business **Manager** or Assistant Business **Manager** for the Union

may be granted by the Company for such period of time not to exceed four (4) years. Upon returning to the Company, within the four (4) year period, if no vacancy exists in the job classification which the Regular Full Time Employee left, they will be given preference for the first vacancy that occurs in that classification. In order to retain the Company's Insurance and Benefit Plans under Article 17 and subject to Legislation the Regular Full Time Employee will pay the premium in whole for the period of their absence.

#### 20.06 - Leave For Other Purposes

An Employee desiring leave of absence without pay, may be granted leave insofar 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.

#### 20.07 - Family Leave

The Company will grant a Regular Full Time Employee a maximum of two days with pay per year to care for a sick immediate family member defined as the Employee's child, step-child, spouse or other relative living in the household of the Employee. When additional time is required it will be granted as leave without pay or by the utilization of vacation credit or banked overtime.

#### 20.08 - Education Leave

Subject to staffing requirements and following five (5) years of employment, the Company may allow a Regular Full Time Employee a leave of absence without pay but with maintenance of Service seniority, not to exceed ten (10) calendar months' duration, to further their post secondary education. In order to



retain the Company's Insurance and **Benefit** Plans under Article 17, the Regular Full Time Employee will pay the 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 the pension premiums in whole for the period of their absence.**

#### 20.09 -Maternity Leave

A **Regular Full T i e** Employee shall be granted maternity leave without pay when the **following conditions** are met:

- (a) **The Regular Full Time Employee has one (1) or more years of continuous service with the Company in the period immediately preceding the estimated date of birth.**
- (b) **The Regular Full Time Employee provides the Company with a medical certificate certifying that she is pregnant and specifying the estimated date of birth. This certificate must be submitted at least fifteen (15) weeks before the estimated date of birth.**

The application for maternity leave shall be made to the Department Manager.

Maternity Leave shall be **granted as follows:**

- (a) **A period not exceeding ten (10) weeks preceding the estimated date of birth.**
- (b) **Any period between the estimated date of birth and the actual date of birth.**

- (c) A period of at least seven (7) weeks immediately following the actual date of birth.
- (d) The pre and post delivery periods (a) and (c) can be varied if requested by the Regular Full Time Employee. Where a period is reduced, the Regular Full Time Employee must supply a medical certificate indicating there will be no danger to her health or that of the child.
- (e) An additional 10 weeks leave will be granted after the completion of the maternity leave.

Benefits will be continued while on maternity leave. The Regular Full Time Employee will be required to pay her portion of the required premiums.

Any vacation with pay which a Regular Full Time Employee is entitled to take in the current vacation year may be taken immediately prior to or immediately following the maternity leave.

The basic twenty-seven (27) week period of maternity leave for Regular Full Time Employees shall be considered as time worked for the accrual of vacation credits to be taken in the next vacation year.

Time spent on maternity leave shall not count as time worked to move from one step to another within a job group.

Maternity leave, to the maximum of six (6) months in each instance, will be included in the length of service for calculation of pension benefits provided the Regular Full Time Employee paid her portion of the pension contributions during the leave.

A pregnant Regular Full Time 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** of absence with **no** loss of seniority until the maternity leave provision commences. Pension and other **benefits** will be **maintained** similarly as for maternity leave.

The Company agrees to pay to eligible employees a Supplementary Unemployment Benefit Plan. Details of the plan are contained in Appendix E. (Basic provisions provide 17 week top up to a maximum of **75% of earnings**. The 17 week top up includes the **two (2) week UIC waiting period**.)

#### **20.10 - Emergency Leave**

**Special leaves of absence, with pay and with maintenance and accumulation of seniority rights, shall be granted at the discretion of the Company in cases of emergency.**

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

#### **20.11 - Parental Leave**

**Parental leave may be taken as provided for through legislation.**

## **ARTICLE 21 - SENIORITY**

### 21.01 - seniority

The Regular **Full** Time 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 Full** Time 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**.

Service **Seniority shall** accrue during time on **short term sick** leave, **worker's compensation**, **long term disability**, vacation, maternity leave, **education leave** and approved leaves of absence with **pay**.

Bargaining Unit Seniority **shall accrue** during time on **short term sick** leave, **worker's compensation** (effective date of **signing**), **vacation**, **maternity leave**, **education leave** and approved **leaves of absence** with **pay**.

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**.

### **21.02 - Selection of Regular Full Time Employees for Promotion and Transfer**

Selection of Regular Full Time Employees for promotion or transfer shall be based on:

- (1) **satisfactory discharge** of duties in current position,
- (2) qualifications; and
- (3) Bargaining Unit **Seniority**.

"Qualifications" shall include related experience, related education or a combination of **both**.

Where the **factors** in (1), (2) and (3) are equal, Service Seniority shall govern.

### **21.03 - Selection of Regular Full Time Employees for Layoff and Recall**

Selection of Regular Full Time 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, Regular Full Time Employee. A Regular Full Time Employee shall not be laid off within an Area while a Temporary Employee is employed within the Bargaining Unit within the Area. No Bargaining Unit work will

be contracted out before an offer is made to a qualified Regular Full Time Employee who is laid off for an estimated period of six months or less.

Selection of Regular Full Time Employees for recall within an Area shall, subject to qualifications, be based on Bargaining Unit seniority and shall occur in the reverse layoff order.

Areas are designated as follows:

Headquarters  
St. John's  
Carbonear  
Whitbourne  
Port Union  
Clarenville

Burin  
Gander  
Grand Falls  
~~Come~~ Brook  
Stephenville  
Port-Aux-Basques

#### 21.04 - Loss Of Seniority

A Regular Full Time 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 ~~Full~~ Tune Employee shall lose Bargaining Unit Seniority if **permanently transferred to a management** position in excess of *sixty* (60) calendar days.

**A Regular Full Time Employee shall maintain Bargaining Unit Seniority if permanently transferred to a position in the craft bargaining unit.**

#### 21.05 - Temporary Assignment ~~Into~~ **Managerial Position**

Regular Full Time Employees, temporarily assigned to a **managerial position**, shall continue to accrue **Bargaining Unit Seniority** for the position **temporarily vacated** provided that:

- 1) the period of temporary duties does not exceed *six* (9) months and
- 2) *such* Regular Full Tune Employees are returned to the **Bargaining Unit for a period not less that one (1) month** before ~~they are assigned~~ further duties in a **managerial position**.

In the event that a **Regular** Full Time Employee does not return from a **temporary assignment as per 1) and 2) above**, and remains in the **temporary assignment**, they shall maintain their **Bargaining Unit Seniority** up to the date of the temporary assignment.

#### 21.06 - **Regular Full Time Employee Transferring into Craft Unit**

A **Regular Full Time** 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 Full Time Employee from the clerical bargaining unit **who temporarily transfers** into a position in the **craft bargaining unit shall** accrue Seniority in the clerical bargaining unit.

#### 21.07 - Seniority Roster

The Company **shall, not later than** the 1st *day* of **March** in **each** year, **post** on its Bulletin **Boards**, a roster **showing** the **Service** and **current Bargaining Unit**. Seniority of **Regular Full Time Employees** as at the 31st of December of the preceding year. If a **Regular Full Time Employee** considers **an error has** been made, **he** may notify **his** supervisor (prior to April 1st 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 30th *day* of **April** of the current **year**.

#### 21.08 - Rehiring **Temporary Employees**

**Temporary Employees who** have not **reached** the age of 65 shall be given preference in employment similar to that previously held in the **same area** and location when the Company is **rehiring, subject to their having given satisfactory performance** during **initial work periods** totalling **six months**. **However, such** preference shall not apply to **Temporary Employees who** have not worked with the Company during the previous **thirty-six (36)** month **period**.



## ARTICLE 22 - VACANCIES AND NEW CLASSIFICATIONS

### 22.01 - Introduction Of New Classification

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

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

### 22.02 - Job Postings

Job vacancies for positions covered **by** this Agreement (**excluding** replacement for vacation, sick leave and **maternity** leave) where the **anticipated** duration is over **three (3)** months **shall be posted** on the **Company** bulletin boards. The standard job **posting shall be posted** for a duration of not less than **five (5)** 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.

These **job postings shall be prepared and presented to the Union by December 31, 1991.** They **shall** then be used for job postings **subsequent to that** date.

### 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 Full Time** 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) days of his appointment.

### 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 he shall be paid his regular rate.

Where a **Regular Full Time** Employee is required by the Company to temporarily perform work in a classification for a full day or more paying a higher rate he shall be paid in accordance with the **higher** classification. His rate of pay will be at the rate within the scale of the higher classification which is the **next higher step** to that paid to the **Regular Full Time** Employee in his **current** classification.

### 22.05 - Request For Reclassification

An Employee may, for **personal reasons**, request a **transfer** to a lower paying classification. The Company, at its sole discretion, may approve such requests.

### 22.06 - Transfer To Lower Paying Classification

Where an 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 Employee's *salary* shall be continued at the higher paying classification for one year after the transfer to the lower paying classification, after which that Employee's *salary* shall be reduced in a series of annual decreases until the rate for the lower paying classification is reached. The annual decreases shall be the greater of one-fifth of the difference between the lower and higher paying job classifications at the time of transfer or 5% of the rate of the classification from which the Employee is transferred.

## ARTICLE 23 - NO DISCRIMINATION

### 23.01 - No Discrimination

Neither the Company nor the Union shall discriminate against any Employee due to race, religion, religious creed, sex, marital status, sexual orientation, physical disability, mental disability, age, political opinion, colour, or ethnic, national or social origin.

Limitations, specifications, or preferences because of mental or physical disability shall be permitted only if based on a genuine occupation qualification and only after the Company has made all reasonable efforts to accommodate such disability.

No Employee shall be discriminated against due to membership in the Union or participation in a lawful activity for the Union.

### 23.02 - Sexual Harassment

Both the Company and the Union consider sexual harassment to be reprehensible and are committed to maintaining a work environment in which sexual harassment does not exist.

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

All Employees are directed to the existing corporate policies related to sexual harassment, a copy of which shall be available to every Employee.

## ARTICLE 24 - GRIEVANCE

### 24.01 - Grievance Steps

Any difference concerning the interpretation, application, or administration or alleged violation of the provisions of this Agreement shall be dealt with in the following manner:

- (1) The Employee concerned shall in the presence of his steward if he so desires, submit a grievance in writing to the immediate supervisor of the Employee concerned who shall reply within two (2) working days after the grievance was submitted.
- (2) Failing satisfactory settlement at step one, the Union's grievance representative shall submit the grievance to the Department Head who shall render his decision within four (4) working days after the receipt of the grievance.
- (3) Failing settlement at step two, the Union's grievance representative shall submit a grievance to the Manager of Employee Relations who shall render his decision within five (5) working days after receipt of the grievance..

- (4) Failing ~~satisfactory~~ settlement at step **three**, the Union shall refer the *grievance* to arbitration. Notice to arbitrate must be **filed** with the Company within forty-five (45) working **days** of the occurrence of the dispute.
- (5) A group grievance ~~shall~~ be **filed** at step **two** and a Union or policy grievance at step three.

Where the grievor ~~has made~~ arrangements in advance ~~he~~, and witnesses, if **required**, will be granted time with no loss of **pay** to present ~~his~~ grievance **in step** one.

#### 24.02 - Grievance - Probationary **Employees**

The probationary Employee working within ~~his~~ **six (6) month** probationary period *shall* have the right to grieve any matter **including** termination for reasons other than **unsuitability**.

### **ARTICLE 25 - ARBITRATION**

#### 25.01 - Arbitration **Procedure**

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

**Within ten (10) working days of such** notice, the parties *shall* agree on the **appointment** of a single independent arbitrator

whose decision shall be final and binding on both ~~parties~~. If the parties ~~are~~ unable to agree, the arbitrator *shall* be selected ~~by~~ draw ~~from~~ the list of arbitrators approved ~~by~~ the Newfoundland and Labrador ~~Labour~~ Management Cooperation ~~committee~~.

The arbitrator ~~shall~~ not have the power to amend, ~~cancel~~, or add to the provisions ~~of this~~ Agreement. However, where an arbitrator determines that an Employee ~~has~~ been discharged or disciplined for cause, he 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 to him 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, 1992 and shall remain in full force and effect until and including September 30, 1995.

### 26.02 - Self-Renewing ~~Unless~~ Terminated

After September 30, 1995, ~~this~~ agreement ~~shall~~ automatically renew itself from ~~year~~ to ~~year~~ on the anniversary date unless ~~notice~~ of revision or ~~termination~~ is served ~~by~~ either Party within the ~~period~~ not more ~~than~~ 60 days and not less ~~than~~ 30 days ~~immediately~~ preceding September 30, 1995.

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

**NEWFOUNDLAND LIGHT & POWER CO LIMITED**

In witness thereof the Parties have executed this Agreement on the 20th day of October, 1993, in the City of St. John's, Newfoundland.

Newfoundland Light & Power Co.  
Limited

A.J. Louine

Witness

David F. Ryan  
President & Chief Executive Officer

[Signature]  
Vice President  
Corporate and Employee Services

LOCAL NO. 1620  
INTERNATIONAL  
BROTHERHOOD OF  
ELECTRICAL WORKERS

Stanley MacDonell

Witness

[Signature]  
President

Richard G. Nurse  
[Signature]  
Business Manager



## SCHEDULE "A"

### Classification

Accounting Clerk  
Accounts Payable *Clerk*  
**Area** Collections Clerk  
**Billing** Edit Clerk  
Buyer  
Cafeteria Attendant - St. John's  
Cafeteria Attendant  
Cashier  
Central Records Clerk  
Clerk ~~Typist~~  
Collections Clerk  
Collectors  
Computer Operators  
Cost *clerk*  
Credit Clerk  
Credit Records Clerk  
Customer **Contract** Clerk  
Customer Records *Clerk*  
Customer **Service** Clerk  
Data Entry Clerk  
Data Entry Operator  
Data **Processing** Clerk  
Data **Processing** Librarian  
**Desk Top Publishing Operator**  
Dispatcher  
Distribution Clerk  
Distribution **Records** Clerk  
Distribution **Systems** Co-ordinator  
Draftsperson  
Edit Clerk

## **SCHEDULE "A" (continued)**

### **Classification**

**Engineering Clerk Typist**  
**Engineering Records Clerk**  
**Engineering Services Clerk**  
**Expediting Clerk**  
**Field Representative**  
**File Clerk**  
**Equipment Co-ordinator**  
**General Ledger Clerk**  
**Inspector Climber**  
**Line Inspector**  
**Mailroom Clerk**  
**Media Control Clerk**  
**Messenger**  
**Meter Reading Clerk**  
**Meter Records Clerk**  
**Meter Inspector**  
**Office Services Clerk**  
**Operations Clerk**  
**Plant Accounting Clerk**  
**Printing & Stationery Clerk**  
**Printing Technician**  
**Project Co-ordinator**  
**Property Appraisal Clerk**  
**Purchasing Clerk**  
**Purchasing Record Clerk**  
**Receptionist**  
**Regional Cost Clerk**  
**Remittance Clerk**  
**Research Centre Clerk**  
**Senior Credit Clerk**

**SCHEDULE "A" (continued)**

Classification

~~Senior Draftsman~~  
~~Senior Mailroom Clerk~~  
~~Statistical Clerk~~  
~~Stores Expeditor~~  
~~Surveyor's Assistant~~  
~~Switchboard Operator~~  
~~Technical Assistant~~  
~~Transportation Serviceman~~

## SCHEDULE "B"

<u>Group/Classification</u>	<u>Effective Dates</u>	<u>Step 1 80%</u>	<u>Step 2 90%</u>	<u>Step 3 100%</u>
Group 1	October 1, 1992	9.20	10.35	11.50
	October 1, 1994	9.29	10.45	11.62
Messenger Switchboard Operator				



## SCHEDULE "B" (continued)

<u>Group/Classification</u>	<u>Effective Dates</u>	<u>Step 1 80%</u>	<u>Step 2 90%</u>	<u>Step 3 100%</u>
Group 3	October 1, 1992	10.57	11.89	13.21
	October 1, 1994	10.67	12.01	13.34
Billing Edit Clerk				
Cafeteria Attendant				
Cashier				
Data Entry Clerk				
Data Entry Operator				
Dispatcher				
Distribution Clerk				
Edit Clerk				
Engineering Clerk Typist				
Engineering Record Clerk				
Meter Record Clerk				
Printing & Stationery Clerk				
Senior Mailroom Clerk				
Survey's Assistant				

## SCHEDULE "B" (continued)

<u>Group/Classification</u>	<u>Effective Dates</u>	<u>Step 1 80%</u>	<u>Step 2 90%</u>	<u>Step 3 100%</u>
<b>Group 4</b>	<b>October 1, 1992</b>	<b>12.26</b>	<b>13.79</b>	<b>15.32</b>
	<b>October 1, 1994</b>	<b>12.38</b>	<b>13.93</b>	<b>15.47</b>

Accounting Clerk  
 Accounts Payable Clerk  
 Buyer  
 Computer Operator  
 Credit Clerk  
 Customer Records Clerk  
 Customer Service Clerk  
 Desk Top Publishing Operator

Distribution Record Clerk  
 General Ledger Clerk  
 Media Control Clerk  
 Operations Clerk  
 Printing Technician  
 Property Appraisal Clerk  
 Purchasing Clerk  
 Statistical Clerk

SCHEDULE "B" (continued)

<u>Group/Classification</u>	<u>Effective Dates</u>	<u>Step 1 80%</u>	<u>Step 2 90%</u>	<u>Step 3 100%</u>
Group 5	October 1, 1992	13.72	15.44	17.15
	October 1, 1994	13.86	15.59	17.32

Cost Clerk  
 Distribution Systems Co-ordinator  
 Equipment Co-ordinator  
 Inspector Climber  
 Line Inspector

Plant Accounting Clerk  
 Stores Expeditor  
 Technical Assistant  
 Transportation Serviceman



## SCHEDULE "B" (continued)

<u>Group/Classification</u>	<u>Effective Dates</u>	<u>Step 1 80%</u>	<u>Step 2 90%</u>	<u>Step 3 100%</u>
Group 6	October 1, 1992	14.59	16.42	18.24
	October 1, 1994	14.74	16.58	18.42
Collector				Senior Credit Clerk
Meter Inspector				Senior Draftsmen
Project Co-ordinator				

- (1) These rates have been calculated on the ~~basis~~ of the following economic increases:  
**1.0% October 1, 1994**
- (2) Step progression for classifications in Group 1 to 4 inclusive shall be based on semi-annual ~~timing~~ with Step 3 being reached after one year of satisfactory performance.
- (3) Step progression for classification in Group 5 and 6 inclusive shall be based on annual timing with Step 3 being reached after ~~two~~ years ~~of satisfactory~~ performance.

**SCHEDULE "C"**

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

Collector      Messenger      Meter Inspector

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

Slacks	Dark Blue
Windbreaker with Crest	Dark Blue
Blazer with crest (Collector only)	Dark Blue
Shirt or Blouse with Crest	Light Blue
Tie or Scarf	Maroon
Winter Cap	
Summer Cap with Crest	Dark Blue
Winter Jacket with Crest	Dark Blue (to be worn in season)
Footwear	Black/Brown

**SCHEDULE "C" (continued)**

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

2 pairs of gloves

4 pairs of Slacks

2 Windbreakers or 2 Blazers with Crest

5 Shirts or Blouses

2 Ties or Scarves

1 Winter Cap

1 Summer Cap with Crest

1 Winter Jacket or Spring Jacket

Footwear Allowance- \$110.00 inclusive of the allowance for safety footwear.

SCHEDULE "C" (continued)

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

**ONCE EACH YEAR AFTER THE INITIAL ISSUE**

2 pairs of slacks

1 Windbreaker with crest or 1 Blazer with Crest or 1 Winter Jacket or 1 Spring Jacket

5 Shirts or Blouses

2 Xes or Scarves

1 Summer Cap with Crest

Footwear Allowance - \$110.00 inclusive of the allowance for safety footwear.

Notwithstanding the items listed above it is understood the any article that is torn or worn out will be replaced. The Employee shall submit the article to the Supervisor for replacement.

## SCHEDULE "C" (continued)

- (e) **Notwithstanding** the above, Regular Full Time Employees designated in paragraph (a) may substitute **shirts/blouses or slacks** for windbreakers **or** blazers where it is mutually agreed between the Regular Full Time Employee and the Supervisor that the replacement windbreakers **or** blazers **are** not required. Substitutions **shall** be made based on the following weighting:

Blazer . . . . .	<b>6</b>
Windbreaker . . . . .	3
Slacks . . . . .	3
Shirts/Blouses . . . . .	1

eg: 1 Blazer = 1 Slacks + **3 Shirts/Blouses**

- (f) Employees are responsible for **keeping** the **uniform clean** and tidy at all times.

Upon submission of receipts, the Company will pay for drycleaning; **two** pair of slacks and one windbreaker or blazer once **each month and a winter or** spring jacket once a year.

**SCHEDULE "C" (continued)**

- (g) Employees in the classification designated in paragraph (a) shall wear the uniform at all times while on duty. The only exceptions are newly appointed Employees who **have** not received their uniforms, or Employees who are on temporary assignment or probationary Employees.

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

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

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

## APPENDIX "A"

### Letter of Understanding

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

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

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

Pat Kieley  
**Business Manager**  
**IBEW Local 1620**

May 4/93  
Date Signed

Stan MacDonald  
Director Employee **Relations**

93-05-04  
Date Signed

## APPENDIX "B"

### Letter of Understanding

This letter sets forth the understanding reached during the negotiations regarding the cost of Insurance Policies.

It is agreed that the Employee's share of the cost of the insurance will be 50% and will be phased in as follows:

- commencing April 1, 1991 Employee's will contribute 39% of cost;
- commencing April 1, 1992 Employee's will contribute 43% of cost;
- commencing April 1, 1993 Employee's will contribute 47% of cost;
- commencing April 1, 1994 Employee's will contribute 50% of cost

After April 1, 1994, costing shall be as provided in Article 17, Clause 17.03 - Cost of Policies.

Pat Kieley  
Business Manager  
IBEW Local 1620

February 17/93  
Date Signed

Stan MacDonald  
Director Employee Relations

93-02-17  
Date Signed



## APPENDIX "C"

### Letter of Understanding

This letter sets forth the understanding reached during negotiations regarding the deletion of Clause 7.02 - Company and Union Safety Committees.

It is agreed this committee shall be disbanded and Clause 7.01 - Safety Policy has been altered to recognize and support the efforts of the OHSA Committees

Employees are encouraged to refer any safety concerns that would have been forwarded to the Company and Union Safety Committee to their supervisor, OHSA Committee or to the Union for discussion at the Labour Management Committee.

Pat Kieley  
Business Manager  
IBEW Local 1620

May 4/93  
Date Signed

Stan MacDonald  
Director Employee Relations

93-05-04  
Date Signed

## APPENDIX "D"

### Letter of Understanding

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

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

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

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

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

- (a) For salaries described under (1) above, the employee's salary shall be frozen until the established salary range equals or exceeds the frozen salary. Any subsequent negotiated increases shall apply.

APPENDIX "D" (continued)

- (b) For *salaries* described under (2) above, a series of annual pay adjustments shall be paid until the new salary range is reached. The level of *such* salary increases shall be determined based on a Company review of numbers of salary changes and the ultimate impact on payroll. The pay adjustments shall include any negotiated economic increase.
- (c) For salaries described under (3) above, no adjustment is required and the employee will receive any negotiated economic increase.

The Classification Review Committee shall be in place for the term of this collective agreement or, if necessary, extended until the committee's mandate is met.

Pat Kieley  
Business Manager  
IBEW Local 1620

September 17/93  
Date Signed

Stan MacDonald  
Director Employee Relations

93-09-17  
Date Signed

..12

## APPENDIX "E"

### Letter of Understanding

This letter sets forth the understanding reached during negotiations between International Brotherhood of Electrical Workers, Local 1620, and Newfoundland Light & Power Co. Limited (the "Company") regarding the establishment of a Supplementary Unemployment Benefit Plan.

### SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN

#### The Purpose of the Plan

The purpose of the Supplementary Unemployment Benefit Plan (SUB) is to supplement unemployment insurance benefits paid to eligible employees of the Company by the Canada Employment and Immigration Commission during the initial seventeen (17) weeks of maternity leave.

#### Details of Supplementary Unemployment Benefit Plan

**Eligible Employees** All employees who are members of the Bargaining Unit and are on the first seventeen (17) weeks of maternity leave.

**Coverage** The Plan is to supplement the unemployment insurance benefits received by workers for the first seventeen (17) weeks of maternity leave.

## APPENDIX "E" (continued)

<b>Plan Conditions</b>	Employees must prove that <b>they</b> have applied for <b>and</b> are in receipt of unemployment insurance benefits in order to receive payment under <b>this Plan</b> . The <b>SUB</b> is payable for the period during which <b>an</b> employee is not in receipt of unemployment if the <b>only</b> reason for non-receipt is the claimant is serving the <b>two week</b> waiting period.
<b>Benefit Level</b>	The benefit level paid under <b>this Plan</b> is set at 75% of the employee's <b>regular</b> weekly earnings.
<b>Benefit Period</b>	The SUB benefit <b>will</b> be paid for a period of 17 <b>weeks</b> .
<b>Effective Date</b>	The effective date of this plan is <b>as of November 1, 1991</b> .
<b>SUB Plan Financing</b>	The Plan is financed <b>by</b> the <b>Company</b> . <b>SUB payments will</b> be kept separate <b>from payroll records</b> .
<b>Other Conditions</b>	The Company will <b>inform</b> the Canada Employment and Immigration Commission in <b>writing</b> of any <b>changes</b> to the <b>Plan</b> within thirty (30) days <b>of</b> the effective date of the change.

.J2

**APPENDIX "E" (continued)**

Employees do not have the right to SUB payments except for supplementation of UI 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.

Pat Keiley  
Business Manager  
IBEW Local 1620

March 5/93  
Date Signed

Stan MacDonald  
Director Employee Relations

93-03-05  
Date Signed