

Collectiv Agreement

Dated: ■ October 1998

Ending: 30 September 2003

Between:

Newfoundland Power Inc.

And:

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

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TO ALL SUPERVISORY STAFF AND UNION STEWARDS

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

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

THIS AGREEMENT made as of the
8th day of February, A.D. 1999.

BETWEEN:

NEWFOUNDLAND POWER INC.,
hereinafter referred to as the "Company" of the **First**
Part

AND

LOCAL UNION 1620 INTERNATIONAL BROTHER-
HOOD 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 part-time basis, in casual or seasonal work, or for the duration of the work assignment.

- (d) Student is a casual Employee who is hired for a specific period of time not to exceed five months and upon completion returns to continue studying.

2.03 - Interpretation

For the purposes of this Agreement, any reference to the masculine gender shall be deemed to include the feminine and vice versa, and the plural shall be deemed to indicate the singular and vice versa, as the context may require.

ARTICLE 3 - RESPONSIBILITIES OF THE PARTIES

3.01 - Agreement To Be Observed

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

3.02 - No Work Stoppages

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

The Company recognizes and respects the work of the Bargaining Unit. Managerial employees shall not normally perform work regularly performed by Employees except in the following circumstances:

- a) For leaves of absence in accordance with the Collective Agreement not to exceed 5 days.
- b) For instructing and training.
- c) For efficient operation during breaks, lunch hours and office meetings.
- d) In case of emergencies affecting the safety of the public or persons employed by the Company, and imminent damage to equipment.
- e) In cases where predetermined need is identified and documented to reflect working arrangements within this Bargaining Unit.

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

3.05 - Contracting Out Provision

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

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 - Management Rights

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

ARTICLE 5 - UNION SECURITY AND CHECK OFF

5.01 - Union Membership

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

5.02 - Deduction of Fees

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

ARTICLE 6 - UNION REPRESENTATIVES AND COMMITTEES

6.01 - Committees and Meetings

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

6.02 - Compensation While on Joint Committee Work

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

6.03 - Stewards

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

6.04 - Pre-Negotiating Committee

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

6.05 - Access to Company Property

The Union Representative shall have access to the Company property in performance of **their** duties in servicing this Agreement, providing **the Employee** 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.

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

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

6.09 - Employees' Personnel File

The Company shall not maintain more than one Personnel File for each Employee. Employees shall have the right to view and obtain a copy of their Personnel File (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. **The Company will provide the Employee with advance notification where reasonably possible.** Where disciplinary action is taken, the Company shall place a record of such action in the Employee's Personnel File and give a copy to the Employee. The Employee shall sign the record to indicate receipt of the copy. If the Employee so wishes, they may respond to the record and such response will be attached to the record and placed in the Employee's Personnel File.

After twenty-four (24) months, the Company shall remove the disciplinary record from the Employee's Personnel File and shall not refer to it or use it against the Employee. 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-chairmanship. They shall be mandated to carry out the duties and responsibilities as prescribed by legislation.

To see that the safety rules, as prescribed from time to time in the Company 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 a minimum of one (1) hour per day for the completion of their job duties.

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

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

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

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

7.04 - Protective Equipment

The Company will supply the necessary safety and protective equipment required to ensure that all work may be carried out safely in accordance with the rules contained in the 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. **Should such assistance be denied, the Employee may request a review by the Employee Development Section.**
- d) Training which is considered by the Company to be essential for satisfactory job performance shall be mandatory and shall be considered as time worked. Employees attending training outside their operating area and delivered on a normal working day shall be paid a normal day's pay. Employees attending training within their operating area and delivered on a normal working day shall report to their supervisor if training is completed before the expiration of the normal 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 written request from the Business Manager to the appropriate Company official.

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

8.03 - Regular Employee Commencing Apprenticeship Program

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

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

ARTICLE 9 - HOURS OF WORK

9.01 - Intent of Clause

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

9.02 - Non-Shift Employees

Except as otherwise expressly provided in this Agreement, the normal hours of work shall be as follows:

(a) **Regular Hours - 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. **Where the regular hours are required to provide proper and adequate customer service, the Regular Hours specified in (a) above, will apply throughout the summer for Cashier and walk-in customer service in the Area/ Regional Offices, and Head Office reception.**
- (c) **Changes to Lunch Break - Full-Time 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
Messenger

- e) **Alternate Hours at Request of Employee**
Subject to the approval of the Company and the Union, an Employee may request that the seven and one-half hours (or eight hours, if applicable) in a day be varied to any seven and one-half hour (or eight hours, if applicable) period in a day.

9.03 - Shift Employees - Computer Operators

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

Should there be any evidence of Employee fatigue, deterioration of safety standards, reduction in the present level of efficiency or increasing operating costs, or other

problems resulting from the shift schedule and the problem cannot be resolved through the Labour Management Committee then the Company may modify the shift schedule upon one (1) month's written notice to the Union. No overtime costs will be incurred as a result of a changeover to or from the shift.

For calculation of vacation credits, utilization of vacation credits, calculation and administration of the Short Term Salary Continuance Plan, and calculation and administration of the Insurance and Benefits Plans time would be calculated on an hour for hour basis.

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

9.04 - Call Centre Hours of Operation

For Employees in the **Call Centre of the Customer Service** Department the hours of operation shall be from 8:00 a.m. to 8:00 p.m., Monday to Friday with the following conditions:

- a) **Employees assigned alternate hours of work shall not have their hours split during any working day. Their hours will be continuous.**
- b) Regular Full Time Employees will be given preference in selection of their preferred work schedule based on Bargaining Unit Seniority. In cases where Bargaining Unit Seniority is equal, Service Seniority shall govern.
- c) Once the Employee has selected their hours of work and the hours have been established, if the Company requires

a Regular Full Time Employee to change their hours of work, the Company will offer the Regular Full Time Employee the work schedule of their choice occupied by Employees in that classification with less Bargaining Unit Seniority.

- d) It is agreed and accepted that the preferred alternate hours of work established by the Employee as per the above process, shall be the hours of work for the Employee. An Employee working in excess of seven and one-half (7.5) hours per day shall be paid in accordance with Article 10 - Overtime.
- e) If the Regular Full Time Employee wants to change their preferred work schedule, the Company will accommodate the request when that work schedule is available.
- f) A differential of \$0.80 per hour shall apply for hours worked between 16:00 hours and 20:00 hours. The differential shall not apply to hours worked for which overtime rates apply.

9.05 - Rest Breaks

Employees shall be permitted a fifteen (15) minute rest break during each ½ day or ½ shift as scheduled by their supervisors. Rest breaks shall be taken after the first hour and before the last hour of each half shift.

9.06 - Shift Employees

The Company may require the establishment of shifts for peak work requirements or customer service needs. For Regular Full-Time Employees, the starting and quitting time and days of rest for shift shall be made in accordance with a shift schedule to be posted ten (10) days before the effective starting date.

Non-shift Regular Full-Time Employees will be given ten days written notice when required by the Company to work shift schedules. If notice is not given, the Company shall pay the Regular Full-Time Employee involved the applicable overtime rate for all hours worked for the first two (2) shifts of the shift schedule. Subsequent shifts will be paid at straight time rate. For Regular Full-Time Employees, a shift cycle shall not be less than two weeks or ten (10) working days, and average thirty seven and one half hours per week over a cycle of shifts, Monday to Friday. An Employee working in excess of seven and one half hours per day shall be paid in accordance with Article 10 - Overtime. Temporary Employees may be assigned shifts without advance notice.

Regular Full-Time Employees will be given preference in the selection of their preferred shift based on Bargaining Unit Seniority. In cases where Bargaining Unit Seniority is equal, Service Seniority shall govern.

For calculation of vacation credits, utilization of vacation credits, calculation and administration of the Short Term Salary Continuance Plan, and calculation and administration of the Insurance and Benefits Plans time would be calculated on an hour for hour basis.

ARTICLE 10 - OVERTIME

10.01 - Overtime Rate

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

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

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

10.02 - Banking of Overtime

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

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

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

The utilization of banked overtime will be limited to one hundred and fifty (150) hours in any calendar year (160 hours

for employees working a 40 hour week) except upon retirement, emergency leave or leave mutually agreed upon between the Employee and Company. In the case of retirement, at which time all remaining banked overtime may be taken as time off immediately prior to retirement.

An Employee may elect, on written notice to their Supervisor to receive pay for part or all overtime hours 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

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

Employees who are required by the Company to report for work within one (1) hour prior to the start of their normal shift shall be paid not less than one (1) hour at the overtime rate.

Except as provided above, Employees who **are** required by the Company to report for work after **they have** completed **their** normal days work and left **their** place of employment, will receive not less than two (2) hours pay at the overtime rate.

10.05 - Equal Distribution

All Employees shall accept overtime in order to distribute overtime equally. Overtime will be distributed as equitably as possible based on year to date figures among all qualified Employees within an area or department and shall be selected as follows:

- (1) From a list of Regular Full Time Employees.
- (2) If no Regular Full Time Employee is available, then from a list of Temporary Employees with 12 months or more continuous service.

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. Outages greater than 24 hours which result in overtime will not be a factor in this distribution.

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 ½) hour rest period (8 hours for employees working a 40 hour week). **If the Employee's subsequent rest period is interrupted, they shall be paid at the overtime rate until they are relieved for a seven and one-half (7 ½) hour rest period (or 8 hours, if applicable).**

An Employee who works fifteen (15) continuous hours **(or sixteen hours, if applicable)** will be entitled to a seven and one-half (7 ½) hour rest period **(or eight hours, if applicable).**

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

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.

10.08 - Overtime On Callouts During Unplanned Outages

An Employee who is called out to respond to an unplanned power outage and arrives at the workplace will be paid overtime starting from the time that they hang up the phone and prepare to respond. Overtime stops when they return to their residence (either normal or temporary), or when the callout continues into the Employee’s normal hours of work as stated in Article 9. In the interest of responding to customers at the beginning of an unplanned power outage, employees will be called based on their ability to respond within a reasonable time.

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

Notwithstanding the above, a callout which meets the requirements of Clause 10.06 - Period of Rest shall be governed by Clause 10.06.

ARTICLE 11 - WAGES

11.01 - Wages As In Schedule B

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

Effective Date	1999/01/01	2000/10/01	2002/10/01
	0.90	1.00	1.10

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

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

ARTICLE 12 - STANDBY SERVICE

12.01 - Standby Service

Employees shall perform standby duty when requested by their supervisor. Such Employee shall be qualified to perform the duties for which they are requested to standby. An Employee on standby shall be readily available for work. They shall remain within their headquarters area and be available by telephone or leave information as to where they can be reached quickly and make arrangements for forwarding any messages that may be received by telephone. If calls are received, they shall immediately report for work or take such action as may be necessary under the circumstances.

Standby duty shall be assigned on a weekly basis and 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.

	1999/02/08	2000/10/01	2001/10/01	2002/10/01
Weekly Rate	\$161.00	\$168.00	\$175.00	\$182.00
Daily Rate	\$ 23.00	\$ 24.00	\$ 25.00	\$ 26.00

(b) Employees who work seven (7) consecutive days on standby will be given the choice of compensation by pay as per (a) above or they will be given the choice of banking the equivalent of one (1) day in lieu thereof.

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

An Employee who is required by the Company to reside away from their normal residence and is assigned standby duty, shall be compensated at one and one-half (1 ½) the regular standby rate.

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 in 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.

14.07 - 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 Clause 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

	1999/10/01	2000/10/01	2001/10/01	2002/10/01
0 - 40 km	\$30.00	\$31.00	\$32.00	\$33.00
41 - 80 km	\$37.00	\$38.00	\$39.00	\$40.00
81 km or >	\$42.00	\$43.00	\$44.00	\$45.00

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:

	1999/02/08	2000/10/01	2001/10/01	2002/10/01
Breakfast	\$7.00	\$7.00	\$7.00	\$8.00
Lunch	\$11.00	\$11.50	\$12.00	\$12.00
Dinner	\$15.00	\$15.00	\$15.00	\$15.00
Incidentals	\$10.00	\$10.00	\$10.00	\$10.00
Total	\$43.00	\$43.50	\$44.00	\$45.00

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 Meal 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:

Effective February 8, 1999 \$14.00

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 (\$.30) cents per kilometre effective February 8, 1999.

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	Regatta Day
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Discovery Day	Remembrance Day
Dominion Day	Christmas Day
July 12 th	Boxing Day

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

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

In order to qualify for each of the above paid holidays, an Employee must have worked or have been on approved leave on the working days immediately preceding and succeeding the day designated as a paid holiday.

15.02 - Observed Day

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

15.03 - Shift Employees - Computer Operators

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

When a paid holiday falls on an Employee's assigned day of rest, **the Employee** shall be paid **eight (8)** hours at the regular rate.

ARTICLE 16 - VACATIONS

16.01 - Vacation Year

The vacation year shall be from January 1 to December 31 of each year.

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

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service

with the Company be entitled to all of the rights and privileges granted to Regular Full Time Employees under Article 16 of this Agreement.

16.02 - Vacation Credits

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

Vacation Credit = Regular work days in the calendar year divided by vacation rate.

<u>Service to be completed in the Vacation Year</u>	<u>Vacation Rate</u>	<u>Maximum Vacation Credits</u>
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**.

A Regular Full Time Employee who elects to take vacation off season during January 1 to **May 31** or from October 1 to November **30** and utilizes a minimum of 15 days shall be granted a vacation premium of three (3) additional days to be taken within the off season vacation.

16.03 - Utilization Of Vacation Credits

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

- a) The dates of all vacations are subject to a request by the Regular Full Time Employee and approval of the supervisor.
- b) Vacation pay will not be paid for vacation not taken except where outlined **in (d)** or where the Regular Full Time Employee is prevented by the Company from taking in excess of two weeks vacation in the current vacation year.
- c) Upon request by the Regular Employee and approval in writing by the Department Manager an Employee may carry over a maximum of fifteen (**15**) vacation credits to the next vacation year. Vacation credits carried over must be used in the next vacation year or be forfeited, but may not be used to extend normal vacation periods scheduled between June 1st and September 30th.

- d) A Regular Employee may, upon request **to** their supervisor, receive pay for unutilized vacation subject to the following conditions:
- i. a minimum of fifteen vacation credits must be utilized **in** the calendar year in which the request will apply;
 - ii. any payment request must be for not less than five **(5)** vacation credits;
 - iii. not greater than **a** total of fifteen **(15)** vacation credits for the current vacation year can be requested for payment in any calendar year. There is no limit on receiving pay for unutilized vacation from previous years.
 - iv. any vacation credits not utilized in (i) will be forfeited.

Such requests shall be forwarded to Human Resources. The Company reserves the right **to** suspend payment for unutilized vacation subject to 3 month's notice.

- e) Except as provided above or otherwise approved by the Company due to special and/or unique circumstances, outstanding vacation credits at the end of the vacation year shall be forfeited.

16.04 - Scheduling of Vacations

By not later than **March 31**" of each year all Regular **Full Time** Employees must notify their Department Head, in writing, of the preferred period for their fill vacation entitlement. Within **twenty (20)** working days of this date the Department Head will prepare a vacation schedule indicating the vacation period of each Regular Full Time Employee in their department.

A Regular Full Time Employee who does not advise their Department Head of their preferred vacation period before **March 31**" 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 **their** 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 **their** 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 **their** 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 thirty-six (36) or more continuous months shall not be included in the accumulated service of the Temporary Employee. Vacation credits will be utilized as per Clause 16.03 or paid upon termination or at the option of the Employee, vacation credits will be paid on a current year basis and will be included in the pay cheque for each pay period.

16.08 - Vacation Pay On Termination

A Regular 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 Department shall evaluate any other extended illness or injury; and upon receiving medical proof, charge such time, if approved, including the period of convalescence, to their sick leave benefits.

16.10 - Compassionate Leave During Vacation

Only where a Regular Full Time Employee's spouse, common-law spouse, **brother, sister**, parent, **parent-in-law**, 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 entitled 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.

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

17.02 - Insurance Benefits For Temporary Employees

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

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

17.03 - Cost Of Policies

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

17.04 - Interim Insurance for New Employees

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

17.05 - Pension Benefits and Group RRSP

Pension:

Regular Full Time Employees shall be entitled to pension benefits in accordance with the terms of the **Newfoundland Power Inc.** 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 Committee will meet annually no later than April 30th except where otherwise agreed.**

Group RRSP:

The **Group RRSP** will be cost shared by the Company and the Regular Employee on a 50/50 basis. The required contribution for each Regular Employee **is** one and one half percent **(1.5%) of** the annual straight time earnings. The Employer contribution shall be an amount equal to the contribution **of** each Regular Employee to a maximum **of** one and one half percent (1.5%) of the Regular Employee's straight time earnings.

The Company agrees that one Regular Full-time Employee from this Bargaining Unit, selected by the Union, will be a member of the Group RRSP Committee. The Committee will meet at least annually to discuss fund performance, investment options, member education and general administration.

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

17.06 - Severance Pay

The Company will endeavor to provide alternate employment of **comparable duties and salary** to a Regular Full Time Employee whose classification **or position** 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 an alternate full time position cannot be provided the Regular Full Time Employee shall not be terminated while there are Temporary Employees in the area performing duties for which the Regular Full Time Employee is qualified to perform. Instead one of these temporary positions or a series of positions will be made available to the Regular Full Time Employee so that Regular Full Time Employee can be gainfully employed. To fill a position the Regular Full Time Employee will be assessed on knowledge of the Company, work experience, education and capability to perform the job

with reasonable in-house training and coaching. If this option is not available **or not availed of**, and providing the Regular Full Time Employee has ten (10) or more years of service, including time on Long-Term Disability, **the employee** will be entitled to severance pay equal to the amount obtained upon multiplying the number of completed years of **continuous employment by two (2) times their basic weekly** pay in effect on the date last worked.

The Company will also pay a one (1) time lump sum transitional assistance of ten thousand (\$10,000.00) dollars. The combination of the severance and transitional pay shall not exceed sixty thousand dollars (\$60,000.00).

This clause shall not apply to a Regular 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 the greater of their basic weekly pay in their last position or their best basic weekly pay, if they worked in that classification for a period of not less than two (2) years to a maximum of twenty (20) weeks. This clause shall not apply to a Regular 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 all of the rights and privileges of this Clause.

18.02 - Sick Leave - Temporary Employees

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

the total service accumulated by the Temporary Employee, as follows:

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

18.03 - Reporting Sick

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

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

18.04 - Medical Certificate Required

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

The Company may request that the Employee visit 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.

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.

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all of the rights and privileges granted to Regular Full Time Employees under Article 19 of this Agreement.

19.02 - Clothing Allowance

A combined allowance for rainwear, safety footwear and coveralls shall be issued by the Company by January 31st each year to Regular Full Time Employees who are in the classification of Surveyor's Assistant, Collector and Messenger.

- Effective **1999/02/08** - Three hundred and fifty dollars **(\$350.00)**
- Effective **2002/10/01** - Four hundred dollars **(\$400.00)**

An allowance for safety footwear shall be issued by the Company by January 31st each year to Regular Full Time Employees who are in the classification of Project Coordinator.

- Effective **1999/02/08** - One hundred and twenty dollars **(\$120.00)**
- Effective **2002/10/01** - One hundred and thirty dollars **(\$130.00)**

The rainwear, safety footwear and coveralls purchased by the Regular Full Time Employee shall be of a type approved by the Company. Employees may purchase shop coats in lieu of coveralls.

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

19.03 - Uniforms

Regular 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.

19.04 - Coveralls For Dirty Jobs

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

ARTICLE 20 - LEAVE OF ABSENCE

20.01 - Compassionate Leave

In the case of the death of a spouse, common-law spouse, child, step-child, **parent, step-parent, grandchild** or child of a common-law spouse, a Compassionate Leave of four **(4)** consecutive working days **(five (5) consecutive calendar days for an employee working twelve hour shifts)** inclusive of the day of the funeral with no loss of pay, shall be granted. In case of the death of a brother, sister, parent-in-law, brother-in-law, sister-in-law, grandparent or other relatives living in

the household of the Employee a Compassionate Leave of three (3) consecutive working days, **(three (3) consecutive calendar days for an employee working twelve hour shifts)** 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 (**one calendar day for employees working twelve hour shifts**) after the date of the funeral, shall be granted if travelling is involved.

A one (1) day (**one shift for an employee working twelve hour shifts**) leave of absence, with no loss of pay, will be granted for the regular workday on which an Employee attends the funeral of **the Employee/Employee spouse's** aunt, uncle, niece, nephew or grandparent of the family.

Notwithstanding the above, all Temporary Employees, except those employed as a student, shall after the completion of twelve (12) months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company be entitled to all of the rights and privileges granted to Regular Full Time Employees under Article 20 of this Agreement.

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 accumulation of Bargaining Unit and Service seniority rights for purposes of acting as Business Manager or Assistant Business Manager for the Union may be granted by the Company.

Upon returning to the Company, within **or after the leave period**, if **the vacated job classification has not been eliminated through lay-off, redundancy, technological or organizational change** the Regular Full Time Employee shall return to their former job classification in their former area. The returning Regular Full Time Employee can displace an employee with less Bargaining Unit

seniority in their former job classification in their former area.

Upon returning to the Company, within or after the leave period, if no vacancy exists in the job classification which the Regular Full Time Employee left, they will be given preference for the first vacancy that occurs in that classification.

In the event that the position has become redundant, and/or the technology of the position has changed, the employee shall be offered the first vacant position, within their former area, for which the employee is qualified. The Regular Full Time Employee will be assessed on knowledge of the Company, work experience, education and capability to perform the job with reasonable in house training and coaching. In order to retain the Company's Insurance and Benefit Plans under Article 17 and subject to Legislation the Regular Employee will pay the premium in whole for the period of their absence.

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

20.06 - Leave For Other Purposes

An Employee desiring leave of absence without pay, may be granted leave in so far as regular operations will permit, providing reasonable notice is given to the Company. Such

leave of absence shall not exceed what, in the opinion of the Company, is a reasonable period of time and the conditions of such leave, when granted, shall be at the discretion of the Company.

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

20.07 - Family Responsibility Leave

The Company will grant a Regular Full Time Employee a maximum of three (3) days with pay per year to attend to the temporary care of a sick immediate family member; needs related to the birth of the Regular Full Time Employee's child, medical or dental appointments for immediate family members or meeting with school authorities. When additional time is required it will be granted as leave without pay or by the utilization of vacation credit or banked overtime.

An immediate family member shall be defined as the Regular Full Time Employee's child, step-child, spouse, mother or father, and any other relative living in the household of the Regular Full Time Employee.

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

20.08 - Education Leave

Subject to staffing requirements and following five (5) years of employment, the Company may allow a Regular 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.

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

20.09 - Maternity Leave

A Regular Full Time 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.

Regular Full Time Employees on lay-off status shall maintain but shall not accrue any seniority.

Service Seniority shall accrue during time on short term sick leave, worker's compensation, long term disability, vacation, maternity leave, education leave and approved leaves of absence with pay, **and approved leaves of absence without pay provided the Regular Full Time Employee**

pays the premiums in whole to the Newfoundland Power Inc. Retirement Income Plan effective February 8, 1999.

Bargaining Unit Seniority shall accrue during time on short term sick leave, worker's compensation effective October 20, 1993, long term disability **effective January 16, 1996**, vacation, maternity leave, 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. **Bargaining Unit Seniority will commence on the date the employee is hired permanently.**

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.

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.

The Company shall maintain a thirty-six (36) month recall roster and shall notify the Regular Full Time Employee of recall. The laid off Regular Full Time Employee is obligated to inform the Company of their current mailing address and telephone number. It is understood a laid off Regular Full Time Employee who has obtained alternate employment with another company shall have the right of one refusal for recall without jeopardizing their recall rights. If

they choose not to return to work on the second recall they shall forfeit their right to recall and be removed from the roster.

Areas are designated as follows:

Headquarters	Burin
St. John's	Gander
Carbonear	Grand Falls
Whitbourne	Comer Brook
Port Union	Stephenville
Clarenville	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 Time Employee shall lose Bargaining Unit Seniority if permanently transferred to a management position in excess of **one (1)** calendar year.

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 **one (1) year**, and
- 2) Such Regular Full Time Employees are returned to the Bargaining Unit for a period not less **than** one (1) month before they are assigned further duties in a managerial position.

In the event that a Regular 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, **the Employee** may notify **their** 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. A similar list for preference in hiring shall be made for Temporary Employees and forwarded to the Union Office.

21.08 - Rehiring Temporary Employees

Temporary Employees who have not reached the age of 65 shall be given preference in the same area when the Company is rehiring subject to their having given satisfactory performance during initial work periods totaling one hundred thirty (130) working days.

A Regular Full Time Employee who previously worked for the Company and successfully completed their probationary period and after leaving the Company is later rehired as a Temporary Employee will automatically begin to accumulate time on the preference listing.

Temporary Employees will be responsible to inform the Human Resources Department in writing of their lay off date to ensure the preference listing is properly updated.

When selecting Temporary Employees from the preference listing for a vacant position for which the expected duration is five (5) days or less in which listed employees have satisfactory job experience, preference will be granted to the listed employee with that job experience, who has the highest accumulated service at that area.

When selecting Temporary Employees from the preference listing for a vacant position for which the expected duration is greater than five (5) days, preference will be granted to the employee having the job qualifications who has the highest accumulated service in that area who will then be given standard in house training and coaching. If no listed employee meets the job qualifications then the Company is free to use its discretion in hiring. For the purpose of the preference listing, area shall be defined as St. John's, Carbonear, Whitbourne, Burin, Clarenville, Port Union, Gander, Grand Falls, Comer Brook, Stephenville, and Port Aux Basques.

Temporary Employees who are hired and are scheduled for layoff but do not break service will be considered as an extended hire and shall not be governed by the preference listing selection **with the exception of Temporary**

Employees hired for the positions of Cashier, Edit Clerk, and Customer Account Representative in St. John's.

Time spent on approved leave with pay, or approved vacation without pay will accrue as time worked for the preference listing.

Temporary Employees hired four **(4)** hours or less per day shall be credited with a half (1/2) day on the preference listing. Temporary Employees hired greater than four (4) hours per day shall be credited with one day on the preference listing.

Temporary Employees who become eligible for worker's compensation or long term disability while working with the Company will have time accrue on the preference listing until the date of termination on their Temporary Employment Form to a maximum **of fifteen (15)** weeks.

Temporary Employees shall have the right of two **(2)** recalls. The Temporary Employee may refuse the first recall and still maintain their achieved accumulated time on the preference listing. Should the Temporary Employee refuse to return to work on the second recall for reasons other than documented medical reasons, they shall lose their accumulated time on the preference listing and their name shall be placed on the bottom of the preference listing with zero (0) days in that area.

Temporary Employees will not be recalled if they notify the Company in advance of the preparation of the work schedule that they are unavailable for work, to a maximum of **15** days per calendar year, with the exception of the months of July, August and between December 18th

and January 8th. During July, August and between December 18th and January 8th, Temporary Employees may request that they be unavailable for work and it will be subject to the approval of the Company. Temporary Employees **who** accrue vacation credits can schedule vacation during this period subject to Clause 16.03.

If during the time that a Temporary Employee is unavailable for work and the Company would not normally have recalled the employee, these days will not count towards the maximum of **15** days per calendar year.

Temporary Employees shall be removed from the preference listing for the following:

- a) discharged for just cause
- b) resigns their position
- c) fails to report for work after the termination of an approved leave of absence
- d) laid off for a continuous period in excess of **thirty-six (36)** months.

ARTICLE 22 - VACANCIES AND NEW CLASSIFICATIONS

22.01 - Introduction Of New Classifications

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

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

22.02 - Job Postings

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

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

The Company shall revise the standard job postings from time to time as it **deems necessary** and will **forward copies** to the Union.

They shall then be used for job postings.

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) working days of **their** appointment.

If the job posting is not filled **as** outlined above, then preference will be given to qualified Regular Employees of the Craft Bargaining Unit whose selection shall be based on satisfactory discharge of duties in current position, qualifications and service seniority.

22.04 - Temporary Work Outside Employee's Classification

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

Where a Regular 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 **the Employee** shall be paid in accordance with the higher classification. **Their** 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 **their** current classification.

Regular Full Time Employees will be selected for temporary assignment in the area based on the following:

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

22.05 - Request For Reclassification

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

22.06 - Transfer To Lower Paying Classification

Where a Regular Full Time Employee is required to transfer to a lower paying job classification because of either:

- (a) technological or organizational change; or

(b) ill health or disability,

then that Regular Full Time Employee's salary shall be continued at the higher paying classification until the job rate of the lower paying classification equals or exceeds the frozen job rate, when subsequent negotiated increases shall apply.

Notwithstanding the above, where a Regular Employee who has thirty (30) or more years of service is transferred to a lower paying classification as per (b) above, negotiated wage increases will apply.

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 - Personal and Sexual Harassment

Both the Company and the Union consider harassment to be reprehensible and are committed to maintaining a work environment in which harassment, whether of a personal or sexual nature, does not exist. All individuals shall be treated with dignity and afforded the right to work in an atmosphere free of intimidation and abuse.

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

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

ARTICLE 24 - GRIEVANCE

24.01 - Grievance Steps

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

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

- 3) Failing settlement at step two, the Union's grievance representative shall **submit** a grievance to the Director of Employee Relations who shall render **a** decision within five (5) working days after receipt of the grievance.
- 4) Failing satisfactory settlement at step three, the Union shall refer the grievance to arbitration. Notice to arbitrate must be filed with the Company within forty-five **(45)** working days of the occurrence of the dispute.
- 5) **A** group grievance shall be filed at step two and a Union or policy grievance at step three.

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

24.02 - Grievance - Probationary Employees

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

ARTICLE 25 - ARBITRATION

25.01 - Arbitration Procedure

Where a difference arises between the Company and an Employee or the Union arising out of the interpretation, application, administrations or alleged violation of the provisions **of** this agreement, including the question of whether a matter is subject to arbitration, the Company, or the

Union after exhausting the grievance procedures, may by notice in writing, notify the other party of its desire to submit the difference to arbitration.

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

The arbitrator shall not have the power to amend, cancel, or add to the provisions of this Agreement. However, where an arbitrator determines that an Employee has been discharged or disciplined for cause, **the Employee** may review and modify the penalty imposed by the **Company**, and in the case of the discharge of an Employee, substitute such other penalty as seems just and reasonable in the circumstances. The arbitrator shall have the right to make monetary awards consistent with that which was lost by the grievor but such decisions shall not have retroactive effect prior to the date of the incident giving rise to the grievance.

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

ARTICLE 26 - DURATION AND RENEWAL OF CONTRACT

26.01 - Effective Period

This Agreement shall take effect from October 1, 1998 and shall remain in full force and effect until and including September 30, 2003.

26.02 - Self-Renewing Unless Terminated

After September 30, 2003, 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, 2003.

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 POWER INC.
and
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS LOCAL 1620**

In witness thereof the Parties have executed this Agreement on the 1st day of April 1999, in the City of St. John's, Newfoundland.

NEWFOUNDLANDPOWER INC.

Gerard Hayes
Witness

Philip Hughes
President and
Chief Executive Officer

Nora Duke
Vice President
Customer & Corporate Services

LOCAL NO. 1620
INTERNATIONAL
BROTHERHOOD OF
ELECTRICAL WORKERS

Dianna Ryan
Witness

Gerard O'Rielly
Business Manager

Todd Noseworthy
President

SCHEDULE "A"

CLASSIFICATION

Accounting Clerk
Accounting Records Clerk
Area Customer Representative
Area Customer Representative-Entry Level Relief
Billing Statistics Co-ordinator
Buyer
Cafeteria Attendant
Cash Control Clerk
Cashier
Collector
Computer Operator
Cost Clerk
Customer Account Representative
Data Entry Operator
Data **Entry** Clerk
Desk **Top** Publishing Operator
Dispatcher
Distribution Records Clerk
Distribution Clerk
Draftsperson
Edit Clerk
Engineering Records Clerk
Engineering Clerk
Equipment Co-ordinator
Mailroom Clerk
Messenger
Meter Records Clerk
Operations Clerk

SCHEDULE "A"

CLASSIFICATION

Plant Accounting Clerk
Printing Technician
Project Co-ordinator
Purchasing Clerk
Receptionist
Research Centre Clerk
Senior Computer Operator
Senior Customer Account Representative
Senior Draftsperson
Senior Mailroom Clerk
Stores Expeditor
Surveyor's Assistant

SCHEDULE "B"

Wages

The schedule of wage increases over the 5 year term is as follows:

October 1, 1998	4%
January 1, 2000	3%
January 1, 2001	2%
January 1, 2002	3%
January 1, 2003	<u>4%</u>
	16%

SCHEDULE "B"

WAGES

GROUP 1

	Step 1	Step 2	Step 3
01/10/1998	9.66	10.87	12.08
01/01/2000	9.95	11.20	12.44
01/01/2001	10.15	11.42	12.69
01/01/2002	10.45	11.76	13.07
01/01/2003	10.87	12.23	13.59

GROUP 2

	Step 1	Step 2	Step 3
01/10/1998	10.37	11.67	12.96
01/01/2000	10.68	12.02	13.35
01/01/2001	10.89	12.26	13.62
01/01/2002	11.22	12.63	14.03
01/01/2003	11.67	13.14	14.59

Accounting Records Clerk
Cafeteria Attendant

SCHEDULE "B" (continued)

GROUP 3

	Step 1	Step 2	Step 3
01/10/1998	11.10	12.49	13.87
01/01/2000	11.43	12.86	14.29
01/01/2001	11.66	13.12	14.58
01/01/2002	12.01	13.51	15.02
01/01/2003	12.49	14.05	15.62

Area Customer Account Representative - Entry Level

Cashier	Meter Records Clerk
Data Entry Clerk	Mailroom Clerk
Data Entry Operator	Messenger
Dispatcher	Receptionist
Engineering Clerk	Research Centre Clerk
Engineering Records Clerk	

GROUP 4

	Step 1	Step 2	Step 3
01/10/1998	12.88	14.49	16.09
01/01/2000	13.27	14.92	16.57
01/01/2001	13.54	15.22	16.90
01/01/2002	13.95	15.68	17.41
01/01/2003	14.51	16.31	18.11

Accounting Clerk	Printing Technician
Cash Control Clerk	Purchasing Clerk
Distribution Record Clerk	Senior Mailroom Clerk
Edit Clerk	Surveyor's Assistant
Operations Clerk	

SCHEDULE "B" (continued)

GROUP 5

	Step 1	Step 2	Step 3
01/10/1998	14.41	16.21	18.01
01/01/2000	14.84	16.70	18.55
01/01/2001	15.14	17.03	18.92
01/01/2002	15.59	17.54	19.49
01/01/2003	16.21	18.24	20.27

Computer Operator
Cost Clerk
Customer Account Representative

Desktop Publishing Operator
Project Co-ordinator

GROUP 6

	Step 1	Step 2	Step 3
01/10/1998	15.33	17.24	19.16
01/01/2000	15.79	17.76	19.73
01/01/2001	16.11	18.12	20.12
01/01/2002	16.59	18.66	20.72
01/01/2003	17.25	19.41	21.55

Billing Statistics Co-ordinator
Buyer
Collector
Equipment Co-ordinator

Plant Accounting Clerk
Senior Customer Account Rep.
Senior Computer Operator
Senior Draftsperson

SCHEDULE "B" (continued)

Area Customer Representative

	Step 1	Step 2	Step 3
01/10/1998	13.87	16.09	17.32
01/01/2000	14.29	16.57	17.84
01/01/2001	14.58	16.90	18.20
01/01/2002	15.02	17.41	18.75
01/01/2003	15.62	18.11	19.50

- (1) Step progression for classifications in Group 1 to 4 inclusive shall be based on semi-annual timing with Step 3 being reached after one year of satisfactory performance.
- (2) Step progression for classifications in Group 5 and 6 inclusive shall be based on annual timing with Step 3 being reached after two years of satisfactory performance.
- (3) **Step progression for Area Customer Representative shall occur after adequate training has been provided and following at least one year of satisfactory performance. An employee will be compensated at Step 3 when the employee is trained and is assessed to be fully competent in the performance of the functions.**

SCHEDULE "B" (continued)

Incentive Pay

Exclusive of the February 1999 payout targeted at a 4% lump sum for 1998, it is understood that the current incentive pay plan will be discontinued.

Special Cases

All employees whose wages are frozen prior to the signing date of this agreement due to a transfer to a lower paying classification resulting from a job redundancy or a medical condition shall receive the 4% wage increase effective 1998/10/01. No subsequent increases will apply until the **job** rate of the lower paying classification equals or exceeds the frozen job rate.

SCHEDULE "C"

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

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

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

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

2 Pairs of Gloves	2 Ties or Scarves
4 pairs of Slacks	1 Winter Cap
2 Windbreakers or	1 Summer Cap with Crest
2 Blazers with Crest	1 Winter Jacket or
5 Shirts or Blouses	Spring Jacket

- (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 one Spring Jacket

5 Shirts or Blouses

2 Ties or Scarves

1 Summer Cap with Crest

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

(e) Notwithstanding the above, Regular 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. Substitution shall be made based on the following weighting:

Blazer.	6
Windbreaker	3
Slacks	3
Shirts/Blouses	1

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

(f) Regular Full Time Employees are responsible for keeping the uniform clean and tidy at all times.

Upon submission of receipts, the Company will pay for *dry* cleaning; two pair of slacks and one windbreaker or

blazer once each month, and a winter or spring jacket once a year.

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

It will be acceptable on particularly warm summer days to remove the windbreaker, cap and tie or scarf and during extreme winter weather for Regular Full Time 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.

Gerard O'Rielly

April 1, 1999

Business Manager
IBEW Local 1620

Date Signed

Juliet Crosbie

April 1, 199

Manager of Human Resources

Date Signed

APPENDIX B

Letter of Understanding

This letter sets forth the understanding reached during negotiations regarding Temporary Employees who have twelve **(12)** months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company.

Temporary Employees who have qualified under the above conditions shall not lose any entitlements granted under the Collective Agreement if they have a cumulative break(s) in the current calendar year which total twenty-six **(26)** or less working days. Once Temporary Employees exceed the twenty-six **(26)** working day break in service they must have twelve **(12)** months continuous employment on a part time or full time basis with no subsequent interruption of service with the Company to re-establish entitlements.

<u>Gerard O'Rielly</u>	<u>April 1, 1999</u>
Business Manager	Date Signed
IBEW Local 1620	

<u>Juliet Crosbie</u>	<u>April 1, 1999</u>
Manager of Human Resources	Date Signed

APPENDIX C

	i	Eligible Job Classification Presently or Previously <u>Occupied</u>
Accounting Records Clerk Cafeteria Attendant Cashier		Accounting Records Clerk Cafeteria Attendant Data Entry Clerk Data Entry Operator Engineering Clerk Engineering Records Clerk Meter Records Clerk Mailroom Clerk Messenger Receptionist Research Centre Clerk
Data Entry Clerk		Data Entry Clerk Engineering Clerk
Data Entry Operator		Data Entry Clerk Engineering Clerk
Dispatcher		-
Engineering Clerk		Data Entry Operator Data Entry Clerk Meter Records Clerk Receptionist Research Centre Clerk
Engineering Records Clerk		Meter Records Clerk Receptionist Research Centre Clerk

APPENDIX C (continued)

<u>Temporary Assignment</u>	<u>Eligible Job Classification Presently or Previously Occupied</u>
Meter Records Clerk	Accounting Records Clerk Data Entry Clerk Data Entry Operator Engineering Clerk
Mailroom Clerk	Any classification in Groups 2 & 3
Messenger	Any Classifications in Groups 2 & 3
Receptionist	Accounting Records Clerk Cashier Data Entry Clerk Data Entry Operator Engineering Clerk Engineering Records Clerk Meter Records Clerk Research Centre Clerk
Research Centre Clerk	Accounting Records Clerk Cashier Data Entry Clerk Data Entry Operator Engineering Clerk Engineering Records Clerk Meter Records Clerk Receptionist

APPENDIX C (continued)

<u>Temporary Assignment</u>	<u>Eligible Job Classification Presently or Previously Occupied</u>
Accounting Clerk	Purchasing Clerk
Distribution Records Clerk	Engineering Clerk Dispatcher Meter Records Clerk Accounting Clerk Operations Clerk Purchasing Clerk
Edit Clerk	Accounting Records Clerk Cashier Data Entry Clerk Data Entry Operator Engineering Clerk Meter Records Clerk Accounting Clerk Purchasing Clerk
Operations Clerk	Engineering Clerk Dispatcher Distribution Records Clerk Meter Records Clerk Accounting Clerk Purchasing Clerk
Printing Technician	-
Purchasing Clerk	Accounting Clerk
Senior Mailroom Clerk	Mailroom Clerk Surveyor's Assistant Computer Operator

APPENDIX C (continued)

<u>Temporary Assignment</u>	<u>Eligible Job Classification Presently or Previously Occupied</u>
Cost Clerk	Accounting Clerk Distribution Records Clerk Operations Clerk Purchasing Clerk
Customer Account Representatives	Edit Clerk Accounting Clerk Purchasing Clerk
Desktop Publishing Clerk	-
Project Coordinator	Distribution Records Clerk Operations Clerk Cost Clerk
Buyer	Purchasing Clerk
Collector	Customer Accounts Representative
Equipment Coordinator	-
Plant Accounting Clerk	Accounting Clerk Purchasing Clerk Cost Clerk
Senior Draftsman Statistical Clerk Stores Expeditor	Purchasing Clerk

APPENDIX C (continued)

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

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.

<u>Gerard O'Rielly</u> Business Manager IBEW Local 1620	<u>April 1, 1999</u> Date Signed
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<u>Juliet Crosbie</u> Manager of Human Resources	<u>April 1, 1999</u> Date Signed
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APPENDIX E

Letter of Understanding

This letter sets forth the understanding reached during negotiations between International Brotherhood of Electrical Workers, Local 1620, and Newfoundland Power Inc. (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)

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

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.

Gerard O’Rielly
Business Manager
IBEW Local 1620

April 1, 1999
Date Signed

Juliet Crosbie
Manager of Human Resources

April 1, 1999
Date Signed

APPENDIX F

Letter of Understanding Group Insurance

The Company and Union recognize the importance of the group insurance program to the health and well-being of employees and their families. It is understood that the program may be reviewed periodically to ensure it continues to meet the needs of employees and the Company.

The Company and the Union agree to explore possible changes and improvements to the current program, including the consideration of a more flexible program design. It is understood that the timing of any future changes is dependent on insurance policy renewal dates and implementation time required for program changes.

The Company will consult with the Business Manager on possible committee size and structure and the manner in which such a review will be initiated.

Gerard O'Rielly Business Manager IBEW Local 1620	April 1, 1999 Date Signed
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Juliet Crosbie Manager of Human Resources	April 1, 1999 Date Signed
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