

AGREEMENT
BETWEEN
NEWFOUNDLAND AND LABRADOR HYDRO
AND
LOCAL 1615
OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

OFFICE WORKERS' UNIT
EFFECTIVE APRIL 1, 2022 - MARCH 31, 2026



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THIS AGREEMENT made this 24th day of Nov., 2023.

BETWEEN

NEWFOUNDLAND AND LABRADOR HYDRO, a corporation and agent of the Crown constituted by statute, renamed and continued by the *Hydro Corporation Act*, 2007 Chapter H-17 of the 2007 Statutes of Newfoundland and Labrador and having its head office at St. John's, in the Province of Newfoundland and Labrador hereinafter referred to as "THE CORPORATION"

of the First Part

AND

LOCAL 1615 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter referred to as "THE UNION"

of the Second Part

WHEREAS; the Corporation is engaged in the generation, transmission and distribution of electrical energy within the Province of Newfoundland & Labrador, and;

WHEREAS; in consideration of the duty and obligation of the Corporation through its employees to maintain satisfactory, economical, effective and continuous service to the general public, and;

WHEREAS; the parties hereto recognize the mutual value of joint discussions and negotiations on matters pertaining to working conditions, hours of work and rates of pay;

NOW THEREFORE, this Agreement witnesseth and the parties hereto do hereby agree.

ARTICLE 1 - RECOGNITION

- 1.01 The Corporation recognizes the Union as the sole bargaining agent for those employees of the Corporation, who form part of the Bargaining Unit as defined by Order-in-Council Number 1141-73, and subsequent amendments.
- 1.02 When new classifications not already provided for in this Agreement are developed and are of the same level of responsibilities as classifications covered under Schedule "A" then, subject to Clause 1.01, the Corporation agrees to consult with the Union with respect to whether such classifications are to be included in the Bargaining Unit. If no agreement can be reached, then the Union and Corporation agree that the matter will be referred to the Labour Relations Board for a decision that shall be final and binding. If the classification becomes part of the Bargaining Unit, then the wage structure of such new classification(s) shall be subject for negotiation between the Corporation and the Union.

ARTICLE 2 - DEFINITIONS

- 2.01 "Permanent Employee" is an employee who has completed the probationary period hereinafter defined and who has been appointed to a position which has been designated a permanent position by the Corporation. Notwithstanding the provisions of this Clause, when a person is hired to replace an employee who is on Workers' Compensation or Long-Term Disability, they will be hired on the condition that, should the incumbent employee be declared medically fit and returns to work, they will be laid off in accordance with the provisions of Article 21.
- 2.02 "Probationary Employee" means an employee who has been hired to fill a permanent or term position and who before being advanced to the status of permanent or term employee must undergo a period of probation of three (3) calendar months during which time the employee's qualifications shall be assessed. If, during or at the end of such period, the Corporation in its sole discretion judges that the employee is unsatisfactory, employment may be terminated. Term employees advancing to permanent status, without a break in service, after completing the probationary period, shall be considered to have completed probation for permanent status.
- 2.03 (a) "Temporary Employee" means a person hired by the Corporation into a classification listed in Schedule "A" of this Agreement, on a temporary or casual basis for a continuous period in excess of ten (10) working days and will be subject to the provisions of Article 34.
- 2.03 (b) Temporary Employees who have worked for a continuous period in excess of twelve (12) months will become "term" employees and will then become

eligible for benefits under Clause 2.05 and these benefits will continue until the employee is laid off.

- 2.04 "Out-of-scope Employee" means an employee who does not form part of the Bargaining Unit as defined by Order-in-Council Number 1141-73, and subsequent amendments.
- 2.05 "Term Employee" means a person hired into a classification covered by this Collective Agreement to temporarily fill a position for a designated period of twelve (12) months or more. Term employees will be laid off upon completion of their term. Term employees will accrue service time for the purpose of rehire for temporary employment per Clause 34.01(i) – Seniority and will be subject to Article 6 of this Agreement. Term employees will also be eligible for all permanent employee benefits under this Agreement with the exception of Articles 21, 23, and 25.
- 2.06 "Full Time Employee" is an employee whose normal scheduled hours of work are in accordance with the hours of work outlined in Article 12 of this agreement.

"Part Time Employee" is an employee whose normal scheduled hours of work are less than the normal workday, normal work week or normal hours per week in a cycle of shifts for a Full Time employee in their classification. A Part Time employee who is assigned to work in excess of their normally scheduled daily work hours, normal work week or normal hours per week in a cycle of shifts shall be paid at straight time rates until they have worked the equivalent of full time hours per day, per week or hours per week in a cycle of shifts and at premium rates for any hours worked thereafter. Where applicable a Part Time employee shall be eligible for holiday, vacation, leave and salary based insurance benefits under this Agreement however, payment of such benefits will be pro-rated in accordance with their normal scheduled hours of work. Permanent Part Time employees shall participate in the Government Money Purchase Pension Plan (GMPP).

ARTICLE 3 - RESPONSIBILITY OF THE PARTIES

- 3.01 During the term of this Agreement or during a period when negotiations are underway for a revised or renewed Agreement, the Union and its members individually and collectively shall not cause, support, encourage, condone, or engage in a strike, slow down or other activity designed to restrict or limit work.
- 3.02 The Corporation shall not declare or cause a lockout of employees affected by this Agreement or during negotiations for the revision or renewal thereof, or during mediation of any differences which may exist between the Corporation and the Union.

3.03 Supervisors shall not normally perform work regularly performed by members of the Bargaining Unit except under the following circumstances:

- a) Where such duties interlink or overlap;
- b) Where such duties are in relief of employees who are absent for less than one (1) working day and another qualified bargaining unit employee is not present and able to perform the task;
- c) for testing, instructing, and training.

ARTICLE 4 - JUDICIAL/COURT APPEARANCE

4.01 Employees serving jury duty and those who have been subpoenaed to appear in Court shall be paid the same regular wages as they would have received if they had been at work during the time they were absent from work because of their compliance with the summons or subpoena.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 Consistent with the terms of this Agreement, the Union acknowledges and agrees that the Corporation has the exclusive right to operate and manage the affairs in which it is engaged and to direct its working forces. Such rights, without limiting the foregoing include, but are not limited to: the right to hire, determine the job qualifications of employees, promote, transfer, test, to suspend, demote, lay off, discipline or discharge for just cause; to determine the number of employees to perform the work; to control and regulate the use of all equipment and to schedule the work; to determine the products, machinery and tools to be used; the right to make and alter from time to time, reasonable rules and regulations to be observed by the employees.

ARTICLE 6 - UNION SECURITY

6.01 All employees who are presently members of the Union and those who subsequently elect to become members shall, as a condition of employment, while they remain within scope, maintain such membership for the duration of this Agreement.

The Corporation agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the condition of employment set out in the articles dealing with Union Security. The Corporation will advise the Union office within two weeks of the hiring of any new employee within the Bargaining Unit.

- 6.02 During working hours, the Union, its members, or its agent, shall not persuade or attempt to persuade employees of the Corporation into joining the Union, and shall not conduct Union activities, except as herein provided.
- 6.03 The Corporation shall deduct from the earned wages of all employees within this Bargaining Unit regular monthly union dues. The Corporation will deduct from the earned wages of employees within this Bargaining Unit effective as of the entrance date into the Bargaining Unit, an amount equivalent to initiation fees. The Corporation will, not later than the fifteenth day of the month following the month in which these deductions were made, remit to the financial secretary of the Union or to such other person as the Union may designate to the Corporation and shall include the name, address and position of the person so designated.
- 6.04 The Union will save the Corporation harmless from any and all claims that may be made against the Corporation for amounts that may be deducted from employees in accordance with the above.
- 6.05 There shall be no discrimination in any manner whatsoever by either the Corporation or the Union and whereas it is recognized in the province of Newfoundland & Labrador against any employees because of race, religious creed, colour, nationality, ethnic origin, social origin, religion, age, disability, disfigurement, sex, sexual orientation, gender identity, gender expression, marital status, family status, source of income, political opinion, membership in the Union or lawful Union activity.
- 6.06 The Labour Relations Fund in Article 9.06 of the Operations Unit Collective Agreement with the Union shall include any training expenses of members from the Office Workers Unit.

ARTICLE 7 - UNION BUSINESS

- 7.01 Notification. The Union shall at all times keep the Corporation informed, in writing, of the name of its current Business Manager and such other officials as may be authorized to conduct Union Business with the Corporation and the Corporation shall recognize these persons and none other.
- 7.02 Access. The Business Manager shall have access to Corporation premises, in the performance of duties in servicing this Agreement, provided prior arrangements have been made through the Human Resources and Labour Relations Department as are acceptable to the Corporation. The Corporation agrees to recognize two Shop Stewards representing St. John's and one Shop Steward representing Bishop's Falls and one Shop Steward representing the Meter Readers. For all other areas of the Corporation's operations, the designated Shop Stewards of Local Union 1615, I.B.E.W. will represent the

Operations Unit and the Office Workers Unit. The Corporation will allow Shop Stewards sufficient time during their working hours to present and process grievances within their jurisdiction, provided that such employees shall obtain prior approval from their Supervisors, it being understood such permission will not be withheld unreasonably.

- 7.03 Payment During Negotiations. The Corporation agrees to pay not more than three (3) employees who are members of the Union Negotiating Committee, for the time spent negotiating a new Agreement, including time spent in conciliation with the Corporation during their normal workday. In the event that members of the Union Negotiating Committee are required to travel away from their normal headquarters in order to participate in negotiations the Corporation and Union shall share, on a 50/50 basis, the costs associated with travel and living expenses (as per Article 24) for a maximum of four (4) weeks.
- 7.04 Bulletin Boards. The Corporation shall locate bulletin boards where they shall be readily accessible to employees and agrees to permit the Union to post on such boards, including the corporate electronic bulletin board, only notices concerning elections, meetings, reports, and other official Union Business or notices of recreational and social activities. Such notices must be signed by a Union official and 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.
- 7.05 Under no circumstances shall employees be paid for any time spent in Arbitration.
- 7.06 (a) The Corporation will advise the Union office of job postings, date of hire for new employees, promotions, demotions, transfers, resignations, retirements and deaths of employees within this Bargaining Unit.
- (b) The Corporation will also provide new members of the Bargaining Unit with a copy of the current Collective Agreement and will advise them of the names of their Shop Stewards.

In addition, the Corporation shall also provide an opportunity for a Union Representative to contact (or meet, if practical) with the new Employee and welcome them to the Union. The meeting would normally be completed within one (1) hour.

ARTICLE 8 - GRIEVANCE

- 8.01 An employee (or group of employees) who believes they have a grievance concerning the meaning, interpretation, application or alleged violation of this Agreement, shall first approach the immediate Supervisor and an earnest effort

shall be made by both parties to resolve it verbally. The employee, may if they so desire, have the Shop Steward present.

8.02 Step 1

If the complaint is not satisfactorily disposed of verbally, the employee shall reduce the complaint to writing on the approved grievance form. The facts surrounding the grievance will be stated on the form along with the particular Article of the Agreement, which is alleged to have been violated.

The employee or, if the employee so desires, the Shop Steward, on the employee's behalf, shall present the grievance to the appropriate Manager within fifteen (15) days of the occurrence of the grievance. The Manager shall, within five (5) days of receiving the grievance, meet and discuss the grievance with the Grievor and, if the Grievor so desires, the Shop Steward. The Manager shall within five (5) days of the meeting reply to the Grievor, in writing, on the form provided, retaining one copy of the form for the Corporation's records.

Step 2

If the decision rendered at Step 1 is not satisfactory to the Grievor, the Grievor or, if the Grievor so desires, the Shop Steward on their behalf, may within five (5) days of receipt, submit the grievance, in writing, to the HR/LR Lead – Hydro for further investigation. The HR/LR Lead – Hydro, or designate, will, if deemed appropriate, meet and discuss the issues with all applicable parties and after consultation with the appropriate Vice-President, will reply in writing to the Grievor, with a copy to their Shop Steward and the Union office, within ten (10) days from the date the grievance was received.

Step 3

In the absence of a decision by the HR/LR Lead – Hydro, or designate, or if such decision is not satisfactory to the Grievor, the matter may be referred to a Board of Arbitration as hereinafter provided. As an alternative to arbitration, the parties may give consideration to a mediation process.

8.03 In the event that either party hereto fails to comply with the time limits hereinbefore provided, it shall be deemed that in the case of the Grievor, the Corporation's disposition of the grievance has been accepted, and in the case of the Corporation, it shall be deemed that the Grievor shall have the right to immediately proceed to the next step in the Grievance Procedure. Saturdays, Sundays and Statutory holidays, recognized herein, shall not be included when determining the time within which any action is to be taken under Articles 8 and 9.

Nothing herein contained shall preclude the parties hereto from extending, by mutual consent, and in writing, time limits defined in any step in the Grievance Procedure.

8.04 An employee who is discharged may request a hearing with the Department Manager, or the designated representative, within forty-eight (48) working hours on receipt of such notice of discharge.

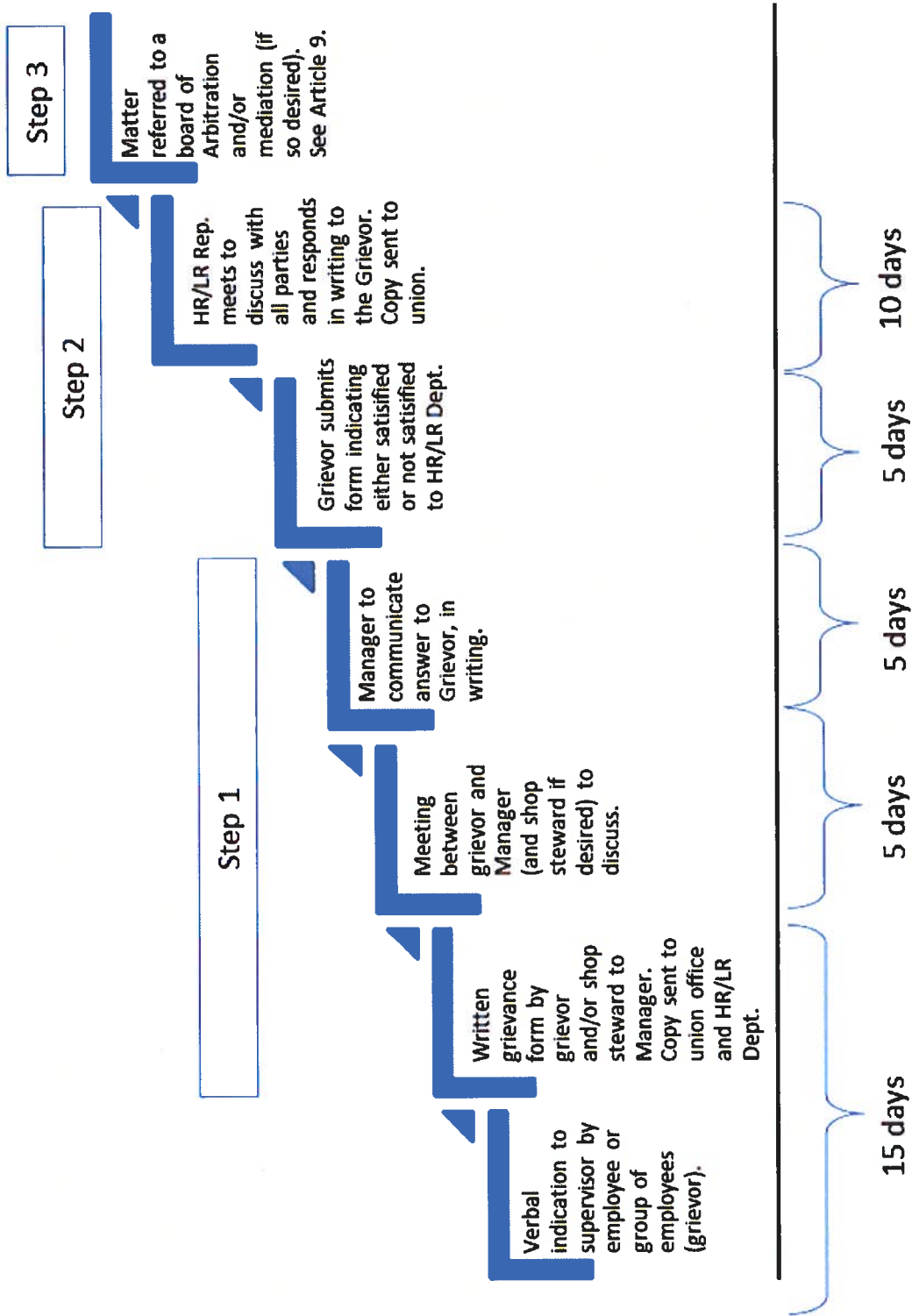
A hearing will be held within three (3) days following receipt of the request referred to in this Clause and, within three (3) days after such hearing, a decision as to whether the discharge shall be upheld, modified, or revoked shall be rendered, in writing, by the Corporation.

The employee may be accompanied at the hearing by a Shop Steward and/or a full-time Union Representative if the employee so desires.

Within three (3) days following receipt of the Corporation's decision, if the employee considers that the discharge is unjust, the employee may proceed to Arbitration under Article 9.

If the discharge is appealed to arbitration and it is determined that the Corporation did not have just cause for discharge, the employee shall be reinstated, without prejudice, and paid for the time lost, not to exceed ninety (90) working days, to which will be added any number of days that the arbitration hearing was delayed at the request of the Corporation. Such payment shall be at the Employee's straight time regular hourly wage rate for the period determined in arbitration, less any amount earned by the employee between the discharge and return to work.

8.05 Grievance Chart



ARTICLE 9 - ARBITRATION

9.01 If any grievance arising out of this Agreement shall remain unresolved having exhausted the provisions of Article 8, the matter in dispute shall be submitted to a Board of three (3) Arbitrators. By mutual agreement between the parties a Board of Arbitration may be replaced by a single Arbitrator. Such request for a single arbitrator shall not be unreasonably denied.

Request by the Union, in writing, for arbitration must be made to the Corporation within fifteen (15) days after the Committee's decision at Step 3 and will give the name and address of the Union's Arbitrator. Within ten (10) days of receiving the notice, the Corporation will appoint an Arbitrator and give written notice to the Union stating the name and address of the Corporation's Arbitrator.

The two Arbitrators will, within fifteen (15) days of the appointment of the Corporation's Arbitrator, agree on the appointment of a third Arbitrator to act as Chairperson. In the event that agreement on the appointment of a Chairperson is not reached within fifteen (15) days, the provision of Part 5 of The Arbitration Act, Revised Statutes of Newfoundland and Labrador, 1990, Chapter A-14 as amended, shall apply.

Should the complainant fail to submit the matter to Arbitration as hereinbefore provided within the said fifteen (15) days, the employee shall be deemed to have waived all rights of redress in such matter.

9.02 An Arbitration Board shall not have power to amend, cancel, or add to the terms of this Agreement and in rendering a decision shall be bound by the terms of this Agreement. A Board, however, has the right to make monetary awards consistent with that which was lost by the grieved party. Such decision shall not have retroactive effect prior to the date the grievance occurred.

9.03 The charges of the third appointee, who shall be the Chairperson of the Board, shall be borne jointly by the parties and each party shall bear the costs or charges of its own appointee.

ARTICLE 10 - WAGES

10.01 Wages shall be paid to employees covered by this Agreement in accordance with the classification and rates set forth in Schedule "A", attached herewith, and forming part of this Agreement.

10.02 The Corporation agrees that pay days shall be every alternate Thursday and not later than 12:00 noon.

- 10.03 An employee, who works overtime in a given pay period shall where possible, receive payment not later than the pay day for the pay period immediately following. In no case, however, shall payment be delayed longer than the second pay period.
- 10.04 A Job Evaluation Committee has been established with terms of reference as per Schedule "F", to ensure that, to the greatest extent possible, internal equity is established and maintained among all the classifications within the Unit.

ARTICLE 11 - ASSIGNMENTS TO OTHER CLASSIFICATIONS

- 11.01 (a) When an employee is temporarily assigned to a classification within the Bargaining Unit which carries a higher rate of pay than the permanent classification the employee shall be paid six (6) percent above the existing classification rate when assigned to a classification in a grouping immediately above the existing grouping and two (2) percent for each additional grouping assignment to a maximum of ten (10) percent, or step one of the assigned grouping whichever is greater. Rate of pay would not exceed that of Step 4 of the assigned grouping.
- (b) If the temporary assignment is scheduled to exceed two weeks and the employee is absent due to illness during this temporary assignment, and providing the employee is eligible for sick leave under Clause 16.03, the employee shall maintain this higher rate of pay while on sick leave provided such leave does not exceed three (3) consecutive working days.
- (c) When an employee is temporarily assigned partial responsibilities normally performed by a Supervisor the employee shall be paid fourteen (14) percent above the existing classification rate while carrying out these responsibilities.
- 11.02 When an employee is temporarily assigned to a classification which carries a lower rate of pay than the permanent classification, the employee shall be paid at the rate of the permanent classification while filling the lower classification.
- 11.03 When an employee is permanently assigned to a lower paid classification because of change in job requirements, displacement under Clause 21.05, or other causes, except the employee's voluntary request, the employee shall retain the rate of the classification vacated and that rate will be frozen until such time as the lower classification rate parallels or exceeds the vacated rate.
- 11.04 When employees are temporarily assigned to a non-Supervisory position, outside the Bargaining Unit, they will be paid the minimum of the scale of the

assigned classification or **14%**, whichever is greater, **not to exceed the job rate (100% of the scale)**.

11.05 An employee temporarily assigned to a classification within the Operations Collective Agreement will be paid the rate of that classification while filling the position. In the event that classification hourly wage rate is lower than the employee's existing rate, the higher rate will be retained. Where protective clothing and safety footwear are required in the performance of duties, they will be provided by the Corporation.

11.06 Employees will be given an opportunity to temporary assignments within the Bargaining Unit to classifications to which they are qualified.

ARTICLE 12 - HOURS OF WORK

12.01 For all employees coming within the scope of this Agreement, the work day shall be from Midnight to the following Midnight. The introduction and elimination of Daylight Saving Time will not be considered as other than a normal day.

12.02 For Hydro place, except the Call Center, the normal workday shall be seven and one half (7 1/2) hours from 0830 hours to 1630 hours with a one half (1/2) hour unpaid lunch break as designated by the Corporation in consultation with the employees. The normal work week shall be thirty seven and one half (37 1/2) hours, Monday through Friday.

Notwithstanding the above, subject to the approval of the Department Manager an employee may request that their starting and quitting times be altered to establish a normal work day as indicated above between the hours of 0700 hours and 1700 hours provided that the employee is at work within the core hours 0900 hours to 1500 hours.

These employees shall be entitled to a rest break of not more than fifteen (15) minutes during each half day worked.

Coinciding with the beginning and end of the School Year the normal starting and quitting times shall change to 0800 hours to 1600 hours (Summer Hours).

12.03 For all area offices the normal workday shall be eight (8) hours from 0800 to 1600 hours. The normal workweek shall be forty (40) hours, Monday through Friday.

These employees will be entitled to a fifteen (15) minute rest break in the forenoon, generally at 1000 hours, and a thirty (30) minute paid lunch break, generally at midday, and the employees will normally be required to remain at the work location during the lunch break.

12.04 For Meter Reader/Collectors the normal work day shall be eight (8) hours from 0800 hours to 1230 hours and from 1330 hours to 1700 hours with the understanding that any 8 consecutive hours (excluding lunch periods) from Midnight to the following Midnight will constitute a work day. The normal work week shall be 40 hours Monday through Friday with the understanding that any five (5) consecutive days, Monday through Sunday inclusive, of 8 consecutive hours, excluding lunch periods, shall constitute a work week.

12.05 Call Center

For Call Center employees the normal work week shall be five (5) consecutive days, Monday through Sunday, of seven and one-half (7 ½) hours each, establishing a normal work week of thirty-seven and one-half (37 ½) hours. Normal daily hours of work shall be from 0800 to 1600 hours and from 1200 to 2000 hours with a one-half (1/2) hour unpaid lunch break as designated by the Corporation in consultation with the employees.

These employees shall be entitled to a rest break of not more than fifteen (15) minutes during each half day worked.

Weekly schedules for employees shall be posted no later than Wednesday of the preceding week. If it is necessary to change the employee's shift within a day, without having giving them at least forty-eight (48) hours' notice of the change, they shall be paid the appropriate overtime premium for all hours worked on the first shift so changed.

12.06 Standby (Call Center)

- (i) **The Company may require Standby when there is significant operational risk (such as potential for widespread power outages) impacting customers and stakeholders. This is associated with the operation of generating facilities on the Island Interconnected System, major transmission lines, and/or their associated terminal stations. The requirement for Standby is to ensure the reliable delivery of power to the province of Newfoundland and Labrador.**

Standby can be implemented based on the following criteria from System Operations:

- 1) **Pending Storm – System Operations recommends a state of preparedness based on weather forecast as per the Company's Severe Weather Preparedness Plan. The Manager Customer Care will determine if standby is necessary considering operational risk.**

OR

2) Alert Level 2 or higher as per System Operating Instruction BA-P-012. This means we are operating outside of our noted criteria of > [½ Largest Resource Contingency] and < [Largest Resource Contingency]

(ii) The employee is required to report to work within one (1) hour if/when called. While on Standby, the employee shall be available via phone (or via other agreed to communication method).

a) Standby – Weekday

- **The standby rate is one (1) hour straight time for every eight (8) hours on Standby;**

b) Standby – Weekend (Normal Residence)

- **The standby rate is one (1) hour premium time for every eight (8) hours on Standby;**

Note: In Article 12.06 a, b, if Standby is required on a Statutory Holiday, the rates double.

12.07 Qualified persons lowest on the overtime list as per Article 13.04 will be given first opportunity for Standby where Standby is required. If no person volunteers, the Standby assignment will be rotated among qualified persons beginning with least senior employee. Effective January 1st of each year, this rotation will reset, starting with the least senior employee. Overtime lists will be updated bi-weekly.

Employees will have the right to refuse standby after serving six (6) instances of Standby in a calendar year. Employees will not have to perform Standby on two (2) consecutive calendar weekends.

Employees who are on Standby and are required to respond to work will be paid as per Article 13.02. Standby pay will not be reduced by actual call-out overtime hours worked.

12.08 Notice and assignment for planned Standby will be given after an operational risk is identified and before the end of the scheduled work day, where possible. Periods of Standby durations will typically last as long as the significant operational risk exists. Standby will not be paid during scheduled working hours.

12.09 Once assigned Standby, employees will be paid for the duration of scheduled Standby. Required communications equipment will be provided while on Standby.

ARTICLE 13 - OVERTIME

- 13.01 Overtime as used herein means that part of the actual working time that an employee is required to work outside normal scheduled hours as defined in Article 12.
- 13.02 An employee required to work overtime by the Corporation shall receive compensation for the hours worked at double the regular hourly rate applicable to the classification.
- 13.03 Meter Reader/Collectors will be paid overtime when their hours of work exceed forty (40) hours in any one week as defined in Article 12, Clause 12.04. They will not be compensated at overtime rates for time worked in excess of eight (8) hours in any one day as defined in Article 12, Clause 12.04.
- 13.04 Overtime, shall, as far as practical, be equitably distributed among employees normally performing the work in the classification, department and location where the employee works. However, employees performing a particular job during the regular work hours will be given preference of continuing that job into overtime hours, for that day. At least once bi-weekly, the Corporation will post in specified places, a list of overtime worked. If overtime is not shared equally, then employees may be assigned overtime related to their classification, department, and location, when available.
- New employees and transferred employees to other work locations will be averaged into the overtime list for that classification and area.
- 13.05 At the employee's request, they will be permitted to accumulate up to the equivalent of sixty (60) straight time hours in lieu of pay for the overtime worked. The employee may be permitted to use the hours so accumulated as time off during their regular day or shift. Such time off will, at all times, be subject to the exigencies of the Corporation's operations and the employee may carry a maximum of forty (40) hours from one calendar year to the next.
- 13.06 For the purpose of computing overtime, approved leave shall be considered as actual time worked.
- 13.07 When an employee works overtime on Saturdays, Sundays, Statutory holidays, or is called back to work without prior notice after the end of the normal workday, and having left the place of employment, the employee will receive not less than three (3) hours pay at premium rates.
- 13.08 When an employee works overtime, the employee will receive not less than one (1) hour of overtime rates. Overtime worked in excess of one (1) hour will be rounded upwards to the half-hour.

13.09 Meals during overtime

Effective April 1, 2014, the Corporation will provide a meal allowance of \$18.50 to an employee when:

- (a) Required to continue working without interruption at the conclusion of a normal workday for a period in excess of two (2) hours.
- (b) Called out without notice, after working overtime for a continuous period in excess of four (4) hours and every four (4) hours thereafter, providing overtime continues after each four (4) hour period.
- (c) Called to work overtime on Saturday, Sunday or Statutory holidays with less than two hours advance notice, employees will be provided the allowance in accordance with 13.09 (b).
- (d) Called out to work overtime on Saturday, Sunday or Statutory holidays, with more than 2 hours advance notice, employees will be entitled to a meal after working ten (10) continuous hours. Additional meals shall be provided on a four (4) hour interval basis providing overtime continues after each four (4) hour period thereafter.

13.10 Time to eat meals, not exceeding thirty (30) minutes will be considered as time actually worked.

ARTICLE 14 – STATUTORY HOLIDAYS

14.01 The Corporation shall designate a date to be observed as a paid holiday in recognition of each of the following:

New Year's Day	Labour Day	2 Floating holidays
Good Friday	Thanksgiving Day	
Victoria Day	Remembrance Day	
Discovery Day	½ day Christmas Eve	
Dominion Day	Christmas Day	
July Twelfth	Boxing Day	
Civic Holiday	½ day New Year's Eve	

Also, any special non-recurring holidays proclaimed by the Provincial Government.

The two floating holidays will be taken at a time agreed between the Supervisor and the employee, so that there will be no interruption of operations. These holidays must be taken within the calendar year and may be taken in one-half day periods. During an incomplete year of service, an employee shall be entitled to only one floating holiday during each six (6)

months of service. A newly hired employee in their initial calendar year of employment will be entitled to one Floating holiday if hired after June 30th, and two Floating holidays if hired prior to June 30th.

- 14.02 In order to qualify for each of the above paid holidays, an employee must have worked, have been on approved leave, or medical practitioner's certified sick leave on the working day immediately preceding and succeeding the day designated as a holiday.
- 14.03 An employee whose headquarters is in an area where no civic holiday is declared shall be granted a holiday instead on a date to be agreed between the parties.
- 14.04 When an employee is required to work on a Statutory holiday, or on a day granted in lieu, they shall receive compensation for the hours worked at double the regular hourly rate applicable to their classification and in addition they shall be paid a normal day's pay for the holiday.

ARTICLE 15 - VACATIONS

- 15.01 The Vacation Year shall be from the first day of January to the thirty-first day of December in each year, both dates inclusive.
- 15.02 Each employee will receive an annual vacation with pay in accordance with years of continuous employment as follows:

Service	Vacation
1 - 4 years	15 days
5 - 9 years	17 days
10 - 14 years	23 days
15 - 19 years	26 days
20 – 24 years	27 days
25 and succeeding	28 days

For the purposes of this Clause, one vacation day is equal to seven and one-half (7.5) or eight (8) hours per an employee's normal hours of work as defined in Article 12.

Subject to Clause 15.03, employees during the first year of employment shall receive working days of vacation with pay computed in accordance with the following formula:

Vacation Entitlement in days.	Number of Months 1.25 x of Continuous Employment rounded up to the next whole day.
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Thereafter the employee will be entitled to annual vacation each year in accordance with the service schedule. Employees will be entitled to working days of vacation based on the number of complete years of service they will have attained at the end of the current Vacation Year.

- 15.03 In the first year of employment, employees will be entitled to receive vacation leave upon satisfactory completion of the probationary period.
- 15.04 The scheduling of vacations shall at all times be expressly subject to the exigencies of the Corporation's operations.
- 15.05 Employees shall take their vacation in the Vacation Year in which they become entitled to same. Employees may request that their vacation be granted in discontinuous periods; however, such periods cannot be less than one-half ($\frac{1}{2}$) day. Such requests may be approved by the Corporation, subject to the exigencies of its operations. The Corporation agrees to accede to such requests if it is practicable to do so. Subject to Article 29 of the Agreement, vacations not taken as defined above shall be forfeited except that when the exigencies of the Corporation's operations shall have precluded employees from taking their vacation during the applicable Vacation Year, such vacation may be carried over into the next succeeding Vacation Year or be paid therefore at the regular rate applicable to their classification as may be agreed between the Corporation and the employees.

Notwithstanding the above, by mutual agreement, an employee may carry over up to five (5) days vacation into the next Vacation Year provided the request is made prior to December 31st.

- 15.06 A Statutory holiday, as defined in Clause 14.01, that occurs during an employee's vacation will not be deemed a vacation day. If a Statutory holiday, as defined in Clause 14.01, occurs immediately preceding or succeeding an employee's actual vacation period then the first or last day of that vacation, for the purpose of Clause 14.02, shall be deemed as time worked.
- 15.07 Employees terminating their employment or laid off in the Vacation Year before they have taken vacation shall be paid an amount equal to the value of the days of paid vacation to which they are entitled as of the date of termination.

For those employees terminating their employment or laid off in the Vacation Year and have taken vacation in excess of entitlement as of the date of termination, the Corporation will recover the wages for that part of vacation taken in excess of entitlement.

- 15.08 If an employee is ill on the date the vacation is scheduled to start, then, subject to Clause 15.05, the vacation will be rescheduled or carried to the following

year if this is not possible to facilitate during the current year. The employee shall submit a doctor's certificate attesting to the necessity thereof.

An employee, while on vacation, will be eligible for sick leave benefits under the following conditions:

- (1) If the employee is hospitalized or has had day surgery during their vacation period. This may include a convalescence period.
- (2) If the employee suffers a disabling accident which requires a convalescence period.

The employee is required to provide medical proof from the attending physician of the time period involved concerning the hospitalization, accident and convalescence. Such time will then be charged to the employee's sick leave and subject to Clause 15.05, the employee may utilize the resulting vacation credits then remaining at a time suitable to the Corporation.

15.09 An employee who is on sick leave for a consecutive period of greater than four (4) weeks, or is on LTD, will be permitted to carry over excess vacation leave from the year that their illness or disability commenced to the next calendar year, provided it is not possible to facilitate their vacation leave within that calendar year and in such cases:

- (a) A written request indicating the reasons the vacation leave could not be utilized must be submitted to, and approved by, the supervisor and the Human Resources Department;
- (b) Any excess carry over days approved must be utilized prior to December 31st of the next calendar year, otherwise, these leave days will be forfeited.
- (c) If the employee returns to work after October 31st they would have the option to carry over their vacation to the next calendar year, if so desired.

15.10 An employee who is called back to work during their vacation shall receive the applicable overtime rate of pay for the hours of callback and, if they so desire, the balance of their vacation approved for that period rescheduled at a time mutually agreed between the employee and Supervisor. Otherwise, the employee called back will revert to their scheduled vacation.

ARTICLE 16 - LEAVE

16.01 Union Business Leave

- (a) An employee who is selected by the Union for an executive position within the Union that requires a leave of absence from the service of the Corporation as a Permanent Employee, shall be given the opportunity to arrange a leave of absence without pay from the Corporation not exceeding four (4) year's duration and should such employee wish, at the end of such leave of absence, to return to the Corporation as a Permanent Employee, the Corporation shall, where possible, return the employee to the position held prior to such leave. In the event that the position has become redundant and/or the technology of the position has changed, the employee shall be offered comparable employment, within the area, for which they are qualified.

In order to retain coverage under the Corporation's benefits in accordance with Articles 18 and 19, with the exception of L.T.D., the employee will be required to pay the premium in whole for the period of absence. Seniority with the Corporation will be retained as if the employee had been continuously employed.

- (b) Employees elected by the Union to attend any district, provincial, national, or international convention or labour institute, shall be granted the necessary time off, without pay and without loss of rights established under this Agreement providing a request for such leave is given in writing seven (7) days prior to the date the time off is to commence, and the request is approved by Management.

16.02 Bereavement Leave

In case of death of a close relative, an employee shall be granted bereavement leave of four (4) consecutive working days, beginning on the day of the death, with no loss of pay. The term "close relative" shall be interpreted to mean:

- (a) husband, wife, common-law spouse, child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild and,
- (b) other relatives living in the household of the employee.
- (c) At the discretion of the Regional Manager, additional days may be granted to cover extenuating circumstances, associated with travel related to the bereavement leave, as outlined in (a) and (b) with no loss of pay.

One day's leave of absence, with no loss in pay, will be granted for the regular workday on the day of the funeral of the employee's brother-in-law, sister-in-law, aunt, uncle, niece or nephew and the employee's spouse's aunt, uncle, niece, nephew or grandparent.

Bereavement Leave as outlined above, that occurs within an employee's vacation period will not be deemed vacation days.

16.03 Sick Leave

- (a) Sick Leave is to provide income continuance when an employee is unable to work due to illness on a regularly scheduled working day or shift. Sick Leave may only be used where an employee does not qualify for any other employee income benefits in which the Corporation participates. For an absence due to sickness or off-the-job accident, an employee's income will be continued at 100% of their normal regular hours for the eligibility period of the Corporation's Long Term Disability Plan. The eligibility period is a minimum of 105 calendar days.
- (b) Scheduled visits to physicians, dentists, denturists, chiropractors and optometrists shall be recognized as Sick Leave provided at least two (2) working days advance notice of the appointment is given to the Supervisor. Emergency appointments will be covered under paragraph (c) of this Clause.
- (c) To be eligible for sick leave benefits an employee shall:
 - (i) be required to produce on demand the Corporation's approved Attending Physician's Statement fully completed by a qualified medical practitioner;

In circumstances of incidental days (less than five (5) consecutive days) when it is requested by the Supervisor to complete an Attending Physician's Statement, and the doctor charges the employee a fee, the employee will be reimbursed up to a maximum of \$35.00 upon providing the appropriate receipts.
 - (ii) notify their immediate Supervisor -
 - (a) non-shift employee - prior to 9:00 a.m. on the day the sickness occurs;
 - (b) shift employees - not less than one hour before the commencement of their scheduled shift.

If the employee is too ill to notify the Supervisor then an adult living in the household must make the call for them. If the Supervisor cannot be

contacted, the employee, or the person calling, must then contact a Supervisor or Manager within the department. In the case where a Supervisor or Manager cannot be contacted, then the Superintendent, or designate, at the employee's area headquarters must be called. The Supervisor, Manager, or the Area Superintendent, or designate, will be required, at that time, to inform the employee or the person calling whether or not an Attending Physician's Statement is required.

- (d) If the illness is of such a nature that the employee is reluctant to present the medical certificate to the Supervisor then the certificate can be given to the Supervisor in a sealed envelope addressed to the Occupational Health Nurse.
- (e) In the case where an employee's disability extends beyond the end of the pay period in which the employee became disabled, the employee may be conditionally paid up to the end of that pay period, with the understanding that these paid days will be deducted if the conditions outlined above are not met. If the foregoing conditions are not met by the end of the next pay period, the employee will not be compensated further.
- (f) The employee will not be compensated for sick leave unless and until the above requirements have been fully met.

16.04 The Corporation may, at any time, require a medical examination of any employee and certification by a medical practitioner, approved for the purpose by the Corporation, that the employee is fit, or otherwise, to perform the duties. In the event that the employee is dissatisfied with the decision of the Corporation's medical practitioner the employee may consult with their own doctor. If a conflict of opinion exists between the two medical practitioners, the opinion of a third doctor will be final.

16.05 Maternity Leave

- (a) Employees will be granted Maternity Leave, without pay, up to a maximum of seventeen (17) weeks. The commencement and termination dates of an employee's Maternity Leave shall be a matter of mutual agreement between the employee and the Supervisor. The commencement date shall be determined as soon as possible after the employee is aware of their pregnancy with the employee's request not to be unreasonably denied.
- (b) The Supervisor reserves the right to require an employee to commence Maternity Leave prior to the time specified above if, after medical examination, it is found that the state of their health becomes incompatible with the requirements of their job.

- (c) An employee may be awarded Sick Leave for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of Maternity leave or birth of the child, whichever occurs first.
- (d) Employees granted Maternity Leave will not be paid for Statutory holidays occurring during their leave of absence. Vacation entitlement will accumulate during Maternity Leave provided the employee returns to work at the expiry of the approved leave. Subject to Clause 15.05, outstanding vacation entitlement for the calendar year must be taken prior to the end of the vacation year. Upon return to work, the employee will be reinstated in their former position and will receive any new increased salary rate or step that would affect their classification rate.
- (e) During the Maternity Leave, the Corporation will continue to pay the premiums for coverage of the Corporation's Group Insurance Benefits Program.
- (f) Employees will continue to pay the required premium for Long Term Disability (LTD) and Dental Coverage and for other items when participating in employee purchase programs.
- (g) Pensionable service for Maternity Leave will be continued if:
 - (i) the employee so elects coverage as per the Public Service Pension Act immediately upon return from leave.
 - (ii) The terms and conditions for purchase of such service, as outlined by both the Human Resources Department and Public Service Pension Plan administration, are followed.
- (h) An employee is eligible to receive Supplemental Benefits while on Maternity Leave to a maximum of seventeen (17) weeks, provided:
 - (i) The employee has registered with and complies with the reporting requirement of the Human Resources Department and the Employment Insurance (EI) Commission, and qualifies for benefits under the Employment Insurance Act; and
 - (ii) The employee returns to work following the expiration of the approved leave period;
- (i) An employee who qualifies for the Supplemental Benefit will receive the following payments:

- (i) For the EI waiting period, the employee will be paid 100% base salary continuation. Such salary is based on gross weekly regular pay in effect immediately prior to the leave;
 - (ii) For the remaining leave period as defined in this article, the employee will be paid an amount, which when added to the gross EI benefit, will equal 85% of the employee's gross weekly base salary in effect immediately prior to the leave;
 - (iii) In order to receive the Supplemental Benefit described herein the employee must provide the Human Resources Department a copy of the EI benefit statement.
- (j) An employee will not be entitled to Supplemental Benefits in the following circumstances:
- (i) The employee has been dismissed or suspended without pay;
 - (ii) The employee has terminated employment through resignation;
 - (iii) The employee is on approved leave of absence, other than maternity leave, without pay;
 - (iv) The employee is not eligible for EI benefits;
 - (v) The employee is receiving short or long term disability benefits under the Company's Disability programs.
- (k) The employee may return to duty after two (2) weeks' notice of their intention to do so on submission of a satisfactory certificate of fitness from their physician.

16.06 Adoption Leave

Employees will be granted Adoption Leave, without pay, to a maximum of seventeen (17) weeks commencing on the day the child comes into the actual care and custody of the employee.

An employee wishing to apply for Adoption Leave must provide at least four (4) weeks written notice prior to the estimated date of adoption. Proof of adoption must be provided to the satisfaction of the Corporation.

Employees on Adoption Leave will continue to receive Corporation benefits as per Clause 16.05.

16.07 Parental Leave

Employees who assume care and custody of a newborn or newly adopted child will be granted Parental Leave, without pay, up to a maximum of sixty-one (61) continuous weeks which shall commence:

- (a) in the case of an employee on the expiration of Maternity or Adoption Leave. Notwithstanding the above, an employee may utilize their remaining vacation entitlement and/or approved vacation carryover immediately following Maternity Leave but prior to the taking of Parental Leave or the vacation entitlement may be taken following the Parental leave period, prior to the employee returning to work. A carry-over of 40 hours is permitted to be carried to the following vacation year, plus any excess leave provided:
 - i. it is not possible to facilitate the vacation leave within the calendar year prior to or following the leave (i.e. maternity or adoption and parental leave commences at beginning of the calendar year with duration through to year end), and in such cases:
 - a. a written request indicating the reasons the vacation leave could not be utilized must be submitted to and approved by the Supervisor and the Human Resources Department;
 - b. any excess carry-over days approved must be utilized prior to December 31st of the year the employee returns from approved leave, otherwise, these leave days will be forfeited.
- (b) in the case of the other parent within thirty-five (35) weeks of the date that the child is born or comes into their actual care and custody.

An employee wishing to apply for Parental Leave must provide at least four (4) weeks written notice prior to the estimated date of birth or adoption. Proof of adoption must be provided to the satisfaction of the Corporation.

Employees on Parental Leave will continue to receive Corporation benefits as per Clause 16.05.

16.08 Education Leave

Where an employee wishes to participate in full time studies at a recognized institute of learning, leave of absence may be granted without pay and without loss of seniority, subject to the following conditions:

- (a) Prior approval by the employee's Department Manager and the Human Resources Manager on the recommendation of the Supervisor.
- (b) Leave will be for the duration of the term of the selected course, but in no case will it exceed ten (10) months at any one time.

- (c) The purpose of the course is to upgrade knowledge and skills which could qualify the employee for promotional opportunities within the accepted vocation with the Corporation or for promotional opportunities within the Corporation.

Subject to the foregoing, arrangements will be made for the employee to continue to participate in the Pension Plan and the Corporation's Group Insurance Benefits Program. No rebate will be paid for such full time studies.

16.09 Family Responsibility Leave

Subject to the Supervisor's approval and the exigencies of the Corporation's operations, Permanent and Term employees may be granted special leave, with pay, not exceeding three (3) days (twenty-four (24) hours) a year to attend to personal and family responsibilities, which includes but is not limited to the following reasons: the temporary care of a sick family member; needs related to the birth of the employee's child; medical or dental appointments for dependent immediate family members; meeting with school authorities; home and family emergencies. Such leave may be taken in hourly increments.

An employee may carryover a maximum of three (3) days (twenty-four (24) hours) from one calendar year to the next calendar year for a maximum of six (6) days (forty-eight (48) hours) of family leave in any one calendar year.

16.10 Unpaid Leave of Absence

Subject to the Supervisor's approval and the exigencies of the Corporation's operations, employees may be granted special Leave of Absence, for personal or cultural reasons, without pay, for an extended period. Employees wishing to apply for such leave must make a request, in writing, a minimum of four (4) weeks prior to the anticipated commencement date. The request must state the reason for the Leave of Absence and the expected duration.

Employees granted Leave of Absence will not be paid for Statutory holidays occurring during the period. Vacation entitlement will accumulate during the absence providing the employee returns to work at the expiry of the approved leave. Subject to Clause 15.05, outstanding vacation entitlement for the calendar year must be taken prior to the end of the vacation year. Upon return to work, the employee will be reinstated to their former position and will receive any new increased salary rate or step that would affect their classification rate.

During the Leave of Absence, the Corporation will continue to pay the premiums for coverage of the Corporation's Group Insurance Benefits Program. Employees will continue to pay the required premium for Long Term Disability (LTD) and Dental Coverage and any other optional insurances. Employees will make any required payments for other items when participating in employee purchase programs.

Pensionable service for Leave of Absence will be continued if the employee so elects coverage as per the Public Service Pensions Act.

16.11 Family Violence Leave

An employee shall be granted family violence leave in accordance with the Newfoundland and Labrador Labour Standards Act and consistent with Nalcor Energy's Leaves of Absence Policy. Where eligible, employees will be entitled to ten (10) days of leave, three (3) days paid and seven (7) days unpaid. An employee who intends to take family violence leave shall give written notice to their immediate Supervisor and/or a Human Resources representative as soon as possible before the leave is to begin, unless there is a valid reason why that notice cannot be given in advance.

ARTICLE 17 - INCLEMENT WEATHER

17.01 In cases of extreme storm conditions, where notice has been given by Federal, Provincial or Municipal authorities that the streets and highways are not to be travelled, employees shall not have regular pay deducted for inability to report for work. In such cases, employees shall contact their Supervisor and be available for work should the Corporation make arrangements for transportation to and from their normal place of work.

17.02 In cases other than the above where a storm prevents employees from travelling by their normal means of transportation and all alternative means have been exhausted, employees must notify their Supervisor the reasons why they are unable to report to work. When a storm develops during normal working hours, employees will not leave their normal place of work unless prior approval has been given by their Supervisor. Failure to comply with the above may result in loss of pay for unauthorized absence.

17.03 The Corporation will ensure that decisions as to whether or not employees should be dispersed due to severe storm conditions will be coordinated through a designated senior official in each major location, who will notify the Supervisors and they, in turn, will notify the Shop Stewards and employees concerned as soon as the decision is made.

1. Regions other than St. John's - Regional Manager or designate.
2. St. John's Region - President or designate.

ARTICLE 18 - PENSION

18.01 Permanent employees shall be entitled to pension benefits in accordance with the Public Service (Pensions) Act, Chapter P-44, RSN 1990 and the regulations promulgated thereunder as may be, from time to time, amended.

As a condition of employment, all new employees shall participate in the Pension Plan in accordance with the Public Service (Pensions) Act.

ARTICLE 19 - GROUP INSURANCE BENEFITS

19.01 Every permanent employee covered under this Agreement will participate in and will be eligible for the benefits of the Corporation's Group Insurance Benefits Program.

19.02 The Corporation will pay fully the premiums for all benefits under the program with the exception of:

- (a) Long-Term Disability, the premium for which will be paid fully by the employee.
- (b) Dental Plan, the premium for which will be paid 75 percent by the Corporation and 25 percent by the employee.

19.03 From time to time the Corporations Group Insurance Benefits Programs will be re-tendered externally or reviewed internally. To accomplish this, the Manager of Human Resources will convene a committee. IBEW Local 1615 may nominate a maximum of two employees to participate on the committee. The first review will be conducted on October 31, 2010.

ARTICLE 20 - SAFETY

20.01 The Union agrees that, collectively and individually, its members shall recognize, abide by and co-operate fully in the enforcement of the Corporation's safety rules and regulations.

20.02 Occupational Health & Safety Committees and Worker Representatives shall be established in accordance with the Occupational Health and Safety Act. The function of these Committees is to develop recommendations and discuss matters relative to safety; to hear, investigate and recommend solutions of unsafe conditions or unsafe work procedures and practices that may be reported from time to time by employees.

20.03 The Corporation agrees to provide adequate first aid supplies and other facilities for the protection and health of employees and the Union agrees to co-operate fully with the Corporation in the maintenance of these facilities.

Members of this Bargaining Unit may be appointed by the Union to serve on safety committees as established under clause 28.02 of the Operations Collective Agreement.

ARTICLE 21 - SENIORITY

21.01 For the purpose of vacations, severance pay and pensions, the benefits will be based on the accumulated years of employment of an employee from the date recognized by the Corporation as the date of hire with the NL Hydro, a Nalcor Energy Company.

21.02 (i) There will be three types of seniority:

- (a) Bargaining Unit**
- (b) Corporation**
- (c) Classification**

(ii) These three types of seniority are defined as follows:

- (a) Bargaining Unit Seniority is the total length of permanent employment an employee has with the Corporation in any classification covered under this unit.**
- (b) Corporation Seniority is the length of employment, on a permanent basis, with the Corporation from the date recognized as the original date of hiring.**
- (c) Classification Seniority is the total length of permanent employment an employee has with the Corporation within a classification.**

21.03 Subject to Clause 21.04, permanent employees on layoff status will retain but will not accrue any seniority.

21.04 Employees will lose all seniority they have established under Clause 21.02 for any of the following reasons:

- (a) Resignation.**
- (b) Discharge for cause.**
- (c) Failure to return to work in accordance with recall notice.**
- (d) Laid off for a continuous period in excess of twenty-four (24) months.**
- (e) Received severance compensation under Clause 21.09 or 23.01.**

(f) An employee will lose Bargaining Unit and Classification Seniority when transferred to a non-union position.

21.05 (a) In the event of layoff from a permanent position, employees will be laid off in the reverse order of their Bargaining Unit Seniority within the affected classification, section and geographic location in which the employees are regularly employed. If their Bargaining Unit Seniority is equal, then the least Classification Seniority will be the governing factor. If their Classification Seniority is equal, then the least Corporation Seniority will be the governing factor.

(b) Employees laid off under Clause 21.05 (a) may exercise their Bargaining Unit Seniority to displace the most junior employee in the classification in this Bargaining Unit.

(c) Laid off employees under Clauses 21.05 (a) or 21.05 (b) may exercise seniority, as established in their Bargaining Unit, displacing the employee with the least Bargaining Unit Seniority within their grouping under Schedule "A" and geographical location where the employee normally works provided such employee has the ability and qualifications to perform the work of the employee so displaced.

(d) Laid off employees under Clauses 21.05 (a), (b) or (c) may exercise seniority as established in their Bargaining Unit, displacing the employee with the least Bargaining Unit Seniority below their grouping under Schedule "A" and within the geographical location where the employee normally works provided such employee has the ability and qualifications to perform the work of the employee so displaced.

(e) Notwithstanding Clauses 21.05 (a), (b), (c) and (d), the following classifications will be grouped in the geographical location where the employee normally works solely for the purpose of lay off under this Article.

(1) ACCOUNTING CLASSIFICATIONS GROUP

Taxation Officer
Accounts Payable Officer
Accountant
Accounting Clerk III
Accounting Clerk II
Accounting Clerk I

(2) PURCHASING CLASSIFICATIONS GROUP

Buyer
Purchasing Clerk II
Purchasing Clerk

(3) TRANSPORTATION CLASSIFICATIONS GROUP

Transportation Officer
Driver Clerk

(4) OFFICE SERVICES CLASSIFICATIONS GROUP

Senior Office Services Clerk
Office Services Clerk

(5) CUSTOMER SERVICES CLASSIFICATIONS GROUP

Lead Customer Services Representative
Customer Services Representative

(6) BILLING CLASSIFICATION GROUP

Utility Metering Officer
Billing Officer (Rural)
Billing Data Officer

It is understood that the employee laid off in one classification within their respective classification group may first elect the option of exercising their Bargaining Unit Seniority to displace the employee with the least seniority within their common classification level. If no employee of lesser seniority exists in their common classification level, then the laid off employee may elect the option of exercising their Bargaining Unit Seniority to displace the employee with the least seniority in the common classification level immediately below that person's existing classification. If no employee of lesser seniority exists in that lower classification, the laid off employee will be given an opportunity to displace the employee with the least seniority below that classification. In any case, the laid off employee must meet the required qualifications of the position being filled and be able to perform the duties of the position.

- (f) Employees whose employment is terminated as a result of displacement as per this Clause will be eligible to receive severance pay in accordance with Article 23.
- (g) When an employee is permanently assigned to a lower paid classification because of displacement under this Clause, the employee shall retain the rate of the classification vacated and that rate will be frozen until such time as the lower classification rate parallels or exceeds the vacated rate.

- 21.06 (a) Employees laid off under Clause 21.05(a), (b), (c), or (d) and eligible for recall, will be offered recall in order of Bargaining Unit seniority to any permanent position in their own classification to be filled within the Bargaining Unit. Should such an employee wish to be considered for recall for a vacancy in a permanent position in other than their own classification, they must so advise the HR/LR Department.
- (b) In addition to the above, these employees will be placed at the top of the recall list for temporary employment in any classification for which they are qualified in the geographic location in which they were regularly employed. Failure to report for temporary employment when so offered will result in the employee being removed from the recall list. In addition, once recalled for temporary employment these employees must continue in the classification that they were recalled to until their term of employment expires.
- 21.07 As an alternative to layoff and subject to the exigencies of the Corporation's operations, permanent employees who are in the process of being laid-off will be given the opportunity of displacing currently employed temporary or term employees in any classification in the same geographic location provided the employee has the ability and qualifications to perform the work of the employee so displaced.
- 21.08 The Corporation shall, not later than the thirty-first day of May in each year, prepare and post on its bulletin boards rosters showing seniority, as per Clause 21.02, and job classification of employees within the scope of this Agreement as at the thirty-first day of March of that year. The roster shall be open to protest until the thirtieth day of June next following and if an employee considers that an error has been made, the employee may protest through the regular Grievance Procedure and immediately upon resolution of the grievance, appropriate action shall be taken and if required, notice thereof shall be posted.
- 21.09 Employees whose employment has become redundant because of organizational or technological change, and for whom alternate employment cannot be provided, will be terminated. Such employees will become eligible for severance compensation under the provisions of Article 23.

ARTICLE 22 - VACANCIES AND NEW POSITIONS

- 22.01 The Corporation will notify the Bargaining Unit within thirty (30) calendar days of its decision not to fill a vacant permanent position; otherwise it will follow the process and timelines outlined below:

Filling Vacancies and New Positions:

1. A position requisition will be submitted and approved, where possible, within ten (10) working days.
2. Once approved, the Corporation will solicit applications by posting notice of such vacancies on bulletin boards, specifying the classification required, general outline of duties and the required qualifications. Notice shall be of duration not less than ten (10) working days.
3. The Corporation will endeavour to issue the initial offer within thirty (30) calendar days, for internal candidates, after the closing date of the posting.

22.02 The solicitation of applications for any vacant position shall not obligate the Corporation to appoint any applicants to such position. However, if the position is being filled, applicants, who are permanent employees, and applicants who are employees on layoff as per Clause 21.03 will be selected in accordance with the procedure outlined below:

- (a) In order to be eligible, the applicant must meet the qualifications as posted on the notice and be able to perform the duties of the position.
- (b) When more than one applicant qualifies under (a) above, the applicant within this unit with the most Bargaining Unit Seniority will be selected.
- (c) If Bargaining Unit Seniority is equal between two or more applicants who are qualified under (a) above, then Corporation seniority will be the deciding factor.

22.03 (a) Notwithstanding the provisions of Clause 22.02, the Corporation will give preference in the job selection process to qualified applicants within this Bargaining Unit who have been declared medically unfit by the Corporation's physician to perform the duties of their own classification. Should the employee move to a lower paid classification as a result they shall retain the rate of the classification they have vacated and that rate shall be frozen until such time as the rate paid to the lower classification parallels or exceeds the vacated rate.

- (b) Employees who are laid off and bump into a permanent/part-time position in their own classification, will be reinstated to a full-time vacant position in that classification within the employee's original geographic location should such a vacancy occur.

22.04 (a) If the job posting is not filled as outlined in Clauses 22.02, then applicants who are permanent employees of the Operations Bargaining Unit will be selected in accordance with the sequence of events under Clause 22.02.

- (b) If the job posting is not filled as outlined in Clauses 22.02 and 22.03 or 22.04(a), the Corporation will select for permanent employment qualified applicants who have been laid off from permanent status and are currently temporary/term employees on recall.
- (c) If the job posting is not filled as outlined in Clauses 22.02, 22.03 or 22.04 (a) and 22.04 (b), the Corporation will select for permanent employment to qualified applicants eligible as per Letter of Understanding REF: Term and Temporary Employees – Job Postings.
- (d) If the job posting is not filled as outlined in Clauses 22.02 and 22.03, or 22.04(a), 22.04(b), and 22.04(c), the Corporation will give consideration for permanent employment to qualified applicants who are temporary employees and members of this Bargaining Unit.
- (e) **If the job posting is not filled as outlined in Clauses 22.02 and 22.03, or 22.04(a), 22.04(b), 22.04(c), and 22.04(d), the Corporation will select for permanent employment the qualified, most senior employee from the Power Supply bargaining unit.**

22.05 An employee, who has completed the probationary period, and has been successful in the application for a vacant position, shall undergo a trial period of twenty (20) working days. In the event the employee is not able or does not wish to complete the trial period, or cannot satisfactorily perform the job, the employee shall be returned to the former position, wage or salary rate, without loss of seniority, and any other employee who may have been transferred temporarily to fill the position left vacant by the initial transfer, shall also be returned to their former position, wage or salary rate without loss of seniority. An employee's trial period shall not be terminated for unjust cause.

22.06 Standard Job Postings, which indicate the general duties and required qualifications for each job classification, have been prepared by the Corporation. The Corporation will prepare new, or revise current, Standard Job Postings as required. The Union will be given copies of the Standard Job Postings and subsequent revisions.

22.07 If a permanent employee is on leave for a period of greater than fifteen (15) working days, and a temporary employee is available for recall, then the temporary employee will be rehired as a replacement. If an employee is backfilling for a Supervisor for a period of greater than fifteen (15) working days, and a temporary employee is available for recall, then the temporary employee will be rehired as a replacement.

22.08 If after accepting a new position and the Company requires the employee to remain in their current role, the employee will **begin accruing seniority and will be paid the higher rate of pay three (3) weeks after returning the signed acceptance letter of the new position.**

ARTICLE 23 - SEVERANCE AND RETIREMENT COMPENSATION

23.01 The Nalcor Energy Policy on Termination Remuneration will apply to permanent employees covered by this Bargaining Unit and will be no less beneficial than the policy that exists on the signing date of this Agreement except as provided in the LOU on Retirement Group Insurance Benefits.

Permanent employees who had periods of temporary or term employment prior to moving into a permanent position will be credited with years of worked service. The calculation of years of worked service to be credited to the employee will be based on the number of actual hours worked after 1988 (as evidenced on payroll register) divided by either 1950 or 2080 hours as dictated by their regular annual hours of work in that classification. Employees must apply for service credits where this time exists.

23.02 Current and future Term/Temporary employees will receive severance and retirement compensation per the Nalcor Energy Policy on Termination Remuneration except as provided in the LOU on Retirement Group Insurance Benefits. To be eligible for compensation, a temporary employee must have:

(a) A combination of age and calendar years equalling 88, where a calendar year is credited for any years that the employee worked or

or

(b) have reached age sixty (60), with ten (10) years of service.

The calculation of years of worked service to be credited to the employee will be based on the number of actual hours worked after 1988 divided by either 1950 or 2080 hours as directed by their regular annual hours of work in that last classification.

23.03 To be eligible for compensation under article 23.02 an employee must have relinquished all recall rights under article 34.01 (i).

ARTICLE 24 - TRAVEL EXPENSES

24.01 Authorization to Travel

The Supervisor must authorize all travel and designate the means of conveyance consistent with the terms of this Agreement.

24.02 Employees will not be permitted to claim the per diem allowance where board is provided by the Corporation.

24.03 An employee will not, under any circumstances, be eligible to receive both overtime meals and meals under travel expenses concurrently. Therefore, when an employee is eligible for travel expenses, the employee must claim the applicable per diem rates only.

24.04 When an employee is required to travel, the Corporation will endeavour to travel the employee during the normal working hours, without loss of pay. However, if such travel is required outside normal working hours, the employee will be allowed the necessary travelling time up to four (4) hours to be paid at the double time hourly rate.

24.05 In the administration of the Corporation's program of safety training and job training, the Corporation may from time to time require an employee to travel to various schools of instruction within the Province of Newfoundland. In such cases, the Corporation will compensate the employee for time travelled outside their normal workday or normal work week, at straight time rates.

When an employee is required to travel to various schools of instruction outside the Province of Newfoundland, the Corporation will compensate the employee for actual time spent travelling to reach their destination accommodations up to a maximum of eight (8) hours per day.

The Corporation will endeavour, where possible, to travel the employee on their normal workday or work week as defined under Article 12 of this contract. If an employee is required to travel to a safety meeting outside of normal work hours, they will be paid at the double time rate.

24.06 Method of Travel

Corporation Vehicles

Wherever practical employees will travel from their normal headquarters by Corporation vehicles, approved by their Supervisors. Supervisors only, are authorized to request vehicles from Fleet.

Privately Owned Vehicles

In extreme cases, the Supervisor may authorize use of private vehicles, in which case the employee, upon presentation of a travel expense form, will be compensated at the rate of **33.5 cents per kilometre (plus the kilometre rate adjustment figure as per the Memorandum of Understanding in the Collective Agreement)** and full cost of bridge, road and ferry tolls. No claim will be allowed for storage, maintenance, insurance, operations or repairs. The Corporation liability insurance cannot provide liability protection for employees using privately owned vehicles on Corporation business. It is, therefore, imperative that employees using their privately owned vehicles on Corporation

business arrange with their insurers for the issuance of an endorsement permitting "Business Use" of the vehicles concerned.

Air Travel and Rented Vehicles

Travel will be allowed only where the need for a particular journey is urgent.

Bus, Rail and Boat

Travel by the above means shall be at the minimum available first class accommodation and service.

24.07 Accommodation. The type, standard, and cost of accommodation shall not be in excess of the minimum rate in a registered hotel or boarding house, or other suitable accommodation.

24.08 Room and Board. In case where it is more practical to do so, and subject to approval by their Supervisor, an employee may arrange board and lodgings in a non-commercial boarding house, or with relatives or friends. In such cases, the employee will be permitted to claim up to, but not to exceed, \$60.00 per day to cover the cost of lodgings. In addition, they may claim the per diem allowance, as applicable under Clause 24.09, to cover meals, telephone calls, laundry, gratuities, and other incidentals.

24.09 Meal Rates and Sundries

(a) Employees, while travelling are allowed a per diem allowance up to, but not to exceed, the following:

<u>Island of Newfoundland</u>	<u>Labrador and Other</u>
\$62.00	\$65.00
(Meals only \$54.00)	(Meals only \$57.00)

Effective date of signing:

<u>Island of Newfoundland</u>	<u>Labrador and Other</u>
\$64.00	\$67.00
(Meals only \$56.00)	(Meals only \$59.00)

(b) Employees travelling for less than one day (24 hours) which does not involve overnight stay are entitled to claim the applicable meals only. The individual meal rates (including gratuity) are up to, but not to exceed, the following:

<u>Island of Newfoundland</u>		<u>Labrador and Other</u>
\$12:00	Breakfast	\$13.00
\$17.00	Lunch	\$18.00
\$25.00	Dinner	\$26.00

Incidentals: \$8.00

Effective date of signing:

<u>Island of Newfoundland</u>		<u>Labrador and Other</u>
\$12.50	Breakfast	\$13.50
\$17.00	Lunch	\$18.00
\$26.50	Dinner	\$27.50

Incidentals: \$8.00

24.10 Where board and lodgings are provided by the Corporation, employees will be permitted to claim the incidental portion only of the per diem allowance.

24.11 Expense Claims. Expense Claims are to be submitted for approval as soon as practical following completion of each trip.

ARTICLE 25 - RELOCATION EXPENSES

25.01 The Corporation will pay relocation expenses when:

- (a) The Corporation requires an employee to transfer to another location; or
- (b) The employee has been successful in a job competition which requires them to relocate to another location as a result.
- (c) An employee is directly affected by position redundancy and exercises displacement rights under Clause 21.05(b).

25.02 Subject to the foregoing, relocation expenses will be paid as follows:

- (a) Transportation and living expenses, to a maximum of six (6) days, for the employee and one member of the employee's family to visit the new location to assist in the relocation of housing, if necessary.
- (b) Real estate and legal fees incurred in respect of the sale and legal fees incurred in respect to the purchase of the employee's principal residence.

- (c) Transportation for the employee and dependents to the new location by the most practical and economical means of transportation.
- (d) Hotel accommodations and meals for the employee and, dependents for a consecutive period to a maximum of four weeks.
- (e) Storage charges and any extra insurance charges if the employee's household effects are in storage because of temporary lack of accommodation to a maximum of three months.
- (f) Packing, shipping and insuring of furniture and the employees and dependents personal effects from the former residence and unpacking and placing at the new residence.
- (g) Incidental expenses incurred on relocation and approved by the Divisional Vice-President may be paid to the employee, provided the expenses are accompanied by appropriate receipts, up to a maximum of \$1,250.00.

The employee's receiving Supervisor shall confirm the details of the employee's relocation expenses prior to the relocation. An employee will be given up to one (1) year from the date of their relocation to seek reimbursement under this clause. However, in the event of extenuating circumstances, by mutual agreement, the time frame may be extended.

25.03 No reimbursement will be made when relocation expenses are incurred at termination of employment.

ARTICLE 26 - LABOUR-MANAGEMENT COMMITTEE

- 26.01 A joint Labour-Management Committee will be established for the purpose of discussing matters of mutual interest other than formal grievances.
- 26.02 The Committee will be comprised of three (3) Union and three (3) Management representatives, with the understanding that by mutual agreement other personnel may be brought into these meetings from time to time. The Chair will alternate between Union and Management. The Corporation will provide secretarial services.
- 26.03 Meetings will be held quarterly. Times may be altered and additional meetings held by mutual agreement.
- 26.04 Union representatives will be given leave with pay to attend these meetings. Overtime and expenses will not be paid by the Corporation.

ARTICLE 27 - UNIFORMS AND PROTECTIVE CLOTHING

27.01 Uniforms will be supplied to:

1. Meter Reader/Collectors
2. Driver Clerks

As per Schedule C and D attached herewith, and forming part of this Agreement.

27.02 The Corporation will make available to employees, protective clothing and safety footwear when it is determined by the Supervisor that such protective clothing and footwear are required in the course of their duties.

27.03 The Corporation will provide protective clothing and safety footwear to Mailroom Staff as per Schedule "E".

ARTICLE 28 - ABROGATION

28.01 This Document and those referred to herein constitute the sole Agreement between the Parties hereto and all communications not herein referred to are hereby abrogated.

ARTICLE 29 - SUBJUGATION

29.01 This Agreement shall be subject to Newfoundland law, and without restricting the generality of the foregoing, shall be expressly subject to The Labour Relations Act, Chapter L-1, RSN 1990.

ARTICLE 30 - TERM

30.01 This Agreement shall be effective the 1st day of April, **2022** to the 31st day of March, **2026**, both dates inclusive, and shall continue in full force and effect until such time as a successor Agreement shall be concluded.

ARTICLE 31 - DISCHARGE AND DISCIPLINE

31.01 Discharge. An employee who is discharged shall be so notified in writing by the Corporation. Such notice will give the reasons for discharge. If the employee considers they have been discharged for other than just cause, the employee may commence action as per Clause 8.04 of the Grievance Procedure.

31.02 Discipline. When an employee has disciplinary action taken against them, it will be in writing and the employee shall be provided with the original notice stating the reasons for the discipline. A copy of the notice will be placed on their personnel file. If the employee considers they have been disciplined for other than just cause, they may file a written grievance as per Clause 8.01 of the Grievance Procedure.

31.03 Letters of discipline shall not be referred to or used against the employee after the following timeframe:

Verbal Warning	12 months
Written Warning	18 months
Suspension	24 months

Upon written request of the employee, the letter of discipline will be removed from their personnel file following the expiry of the above respective timeframe.

ARTICLE 32 - EMPLOYEE EDUCATIONAL ASSISTANCE

32.01 When an employee desires to participate in job related or staff developmental training courses, rebates will be given only if the requirements listed below are met. Courses which will be considered for approval are courses given by a recognized trade school, technical school, college, university, professional group or correspondence courses.

1. The employee must have the study course approved by:
 - (a) their Department Manager on the recommendation of their Supervisor; and
 - (b) the Human Resources Division prior to undertaking the course.
2. The employee must pay the full cost of the course before a rebate will be made.
3. The employee must furnish evidence of having satisfactorily completed the course.

32.02 Subject to the foregoing conditions, the Corporation will rebate up to 100 percent of the cost of approved job related or developmental training, including tuition and assigned text books, other than full time studies, where no rebate of cost will be made.

32.03 Definitions

Job related training courses are those which ensure that an employee has the knowledge and skills they need to perform their current job in a safe and effective manner; improve an employee's ability to perform at a higher level in certain aspects of the job; or prepare the employee for progression to a higher level within their discipline or current field of expertise.

Developmental training courses are those which upgrade skills or qualifications which relate to career or knowledge and skills enhancement but are beyond those courses approved under job-related training. Developmental training will only be approved in cases where it is mutually beneficial for both the employee and the Corporation.

In no case will the period during which any one course is taken exceed five (5) years. The recipient must be an employee of the Corporation at the time the refund is made and a return in service commitment will be required.

Payroll deduction assistance in payments of courses purchased in excess of \$50.00 will be arranged on the recommendation of the employee's Supervisor. There will be no payroll deduction for courses under \$50.00.

The employee may be granted one (1) day's leave to prepare for and write the final examination pertaining to an approved course of study.

If a mid-term examination pertaining to an approved course of study is required to be written during regular working hours, the employee may be given sufficient time off, with pay, to write the examination.

ARTICLE 33 - CONTRACTING OUT

33.01 Permanent employees who are members of the Bargaining Unit will not be laid off as a result of work shortages resulting from contracting out.

ARTICLE 34 - TEMPORARY EMPLOYEES

34.01 Temporary employees as defined by Clause 2.03 of the Office Workers Agreement will form part of the Bargaining Unit as defined by the Certification Order issued by the Labour Relations Board on October 9th, 1986.

34.02 Temporary employees will be governed by the terms of the Agreement with the following exclusions and/or modifications.

(a) Clause 2.02 – Probationary Period

Temporary employees will be considered probationary for a period of sixty (60) working days. These days will be the first accumulative sixty (60) working days. Future return will not require the employee to undergo another probationary period as a temporary employee. If during, or at the end of such period, the Corporation judges that the employee is unsatisfactory, employment may be terminated.

(b) Article 11 – Assignments to Other Classifications

(c) Clauses 13.04, 13.05 - Overtime

Overtime will be paid for all hours worked outside regularly scheduled hours (Article 12), however, the Corporation is not obligated to equalize such overtime.

(d) Article 14 – Statutory Holidays

To be eligible for the Corporation's recognized Statutory holidays, a temporary employee must have been employed with the Corporation not less than 75/80 working hours immediately preceding the holiday, and must have worked on the last working day before and the first working day after the holiday, unless on approved leave of absence.

Temporary employees who have accumulated twelve (12) months (2080/1950 hours) of temporary employment and who have worked on the last working day before and the first working day after the holiday, unless on approved leave of absence, will be eligible for Statutory holiday pay.

The employee who works in excess of six (6) continuous months or works an accumulation of six (6) months in any one Calendar Year, they will be entitled to take time off for the holiday at a time agreed between the Supervisor and the employee, so that there will be no interruption of operations, or to one (1) day's pay in lieu of the floating holiday, which will be paid upon termination.

(e) Article 15 - Vacations

Vacation pay will be earned on the basis of time worked **based on the following table** and will be paid on each regular pay cheque:

HOURS	PERCENTAGE
0-14,999	6%
15,000 & above	7%

(f) Article 16 - Leave

1. Clause 16.01 - Union Business Leave
2. Clause 16.03 - Sick Leave

Sick Leave as per the following: To be eligible for sick leave, a temporary employee must be employed for a cumulative period of twenty (20) working days in each Calendar Year. Entitlement will be limited to a maximum of six (6) days in any Calendar Year except for temporary employees who have worked in excess of six (6) cumulative calendar months. Employees that continue working beyond six (6) calendar months will be entitled to an additional three (3) days for a maximum of nine (9) days in any Calendar Year. Proof of illness must be provided to the satisfaction of the Corporation.

3. Clause 16.08 - Education Leave
4. Clause 16.09 - Family Responsibility Leave

If the employee works in excess of two (2) cumulative months in any one Calendar Year, they will be entitled to one (1) day (7.5/8 hours) of Family Responsibility Leave to attend to personal and family responsibilities, which includes but is not limited to the following reasons: the temporary care of a sick family member; needs related to the birth of the employee's child; medical or dental appointments for dependent immediate family members; meeting with school authorities; home and family emergencies. If the employee works in excess of eight (8) cumulative months, they will be entitled to one (1) extra day (7.5/8 hours) of leave.

(g) Article 18 - Pensions

Temporary employees will be only entitled to pension benefits in accordance with the Public Service (Pensions) Act, Chapter P-44, RSN 1990, and the regulations promulgated thereunder, as may be from time to time, amended.

(h) Article 19 – Group Insurance Benefits Program

Temporary employees will be eligible for the following Group Insurance Benefits while on active employment with the Corporation:

1. Accidental Death & Dismemberment - **\$75,000**

Temporary employees, who have accumulated twelve months (1950/2080 hours as applicable) of temporary employment, will be eligible for the following Group Insurance Benefits while on active employment with the Corporation:

1. Regular Life Insurance - Three (3) times basic annualized earnings
2. Accidental Death & Dismemberment – Three (3) times basic annualized earnings
3. Optional Dependant Life Insurance
4. Supplementary Health Insurance (Excluding Long Term Disability)

The Corporation will pay fully the premiums for all benefits listed above except Item 3 and the 25% employee portion of Dental.

(i) Article 21 - Seniority

Temporary employees will accrue seniority for the purpose of layoff and recall to temporary positions. Seniority will be the accumulated regular hours of work the employee has in a temporary position. The employee with the most seniority in that specific classification in the geographical location and section where the jobs exists, will be given the first opportunity to be rehired into that position.

Employees with the least amount of seniority in that specific classification, geographical location and section will be the first to be laid off, it being understood that the employee retained must be able to perform the work.

The temporary employee will lose seniority for any of the following reasons:

1. Discharge
2. Resignation
3. Failure to return to work when called in accordance with the rehire notice. If the employee cannot be reached by telephone, the Corporation shall notify the employee by registered mail at their last known address, and the employee shall notify the Corporation within seven (7) days of receipt of such notification.
4. Laid off for a continuous period of twenty-four (24) months.

Notwithstanding the above, an employee who is contacted for rehire for a job of short duration of less than one (1) continuous week will be permitted to decline without losing seniority.

For the purpose of seniority, approved leave of absence or approved sick leave under this Article will be considered as time worked.

Temporary employees who are not able to work when recalled due to illness or injury are required to submit an Attending Physician Statement to remain eligible for future recall. Employees who subsequently receive medical clearance to return to work, have greater seniority than another employee in the specific classification in the geographic location and section where the job exists, and the employee has recall rights, may displace the most junior employee.

An employee who has accumulated 1950/2080 hours service time as applicable in the classification will progress to the next higher step of that classification. Subsequent progression will take place upon accumulation of each 1950/2080 hours as applicable thereafter.

(j) Article 22 – Vacancies and New Positions

Special consideration will be given to temporary employees who apply for permanent jobs prior to considering external applications, providing they have had at least 1950/2080 hours as applicable accumulative service time as a temporary worker.

If any temporary employees are selected for permanent positions, they must meet the following requirements:

1. Meet the specified qualifications and able to perform the work required.
2. Must pass a medical examination.
3. Must undergo a probationary period as per Clause 2.02.
4. Seniority date will be the date they are hired into a permanent position.

(k) Article 25 – Relocation Expenses

(l) Article 27 - Uniforms

(m) Article 32 – Employee Educational Assistance

ARTICLE 35 - LABRADOR BENEFITS

35.01 Labrador Benefits

- (a) Labrador Allowance for employees covered by this agreement shall be paid in accordance with the following groupings:

Group 1	Date	Single	Dependent
Happy Valley/Goose Bay	April 1, 2022	\$3,315	\$6,273
North West River	April 1, 2023	\$3,381	\$6,398
Sheshatshiu	April 1, 2024	\$3,449	\$6,526
Wabush	April 1, 2025	\$3,518	\$6,656
Labrador City			
Churchill Falls			
Group 2	Date	Single	Dependent
Red Bay	April 1, 2022	\$3,876	\$7,548
L'Anse au Loup	April 1, 2023	\$3,954	\$7,699
L'Anse au Clair	April 1, 2024	\$4,033	\$7,853
Forteau	April 1, 2025	\$4,113	\$8,010
Pinware			
West St. Modeste			
Mud Lake			
Cartwright			
Rigolet			
Mary's Harbour			
Port Hope Simpson			
St. Lewis			
Charlottetown			
William's Harbour			
Norman's Bay			
Lodge Bay			
Black Tickle			
Paradise River			
Pinsent's Arm			
Makkovik			
Postville			
Hopedale			
Natuashish			
Nain			

In the case of a married couple who are both employed by the Corporation and either the Provincial Government or quasi-government agencies (e.g. hospitals, Newfoundland Liquor Corporation or school boards), the total amount paid to both of them shall not exceed the dependent rate for the allowance contained in this article. This allowance shall be paid to employees on a pro-rated basis in accordance with their hours of work excluding overtime.

- (b) Employees covered by this agreement shall receive a travel allowance to help offset the costs of travel to areas outside of Labrador based on the following rates per employee and their dependent(s):

Group 1 **\$947** for employee and **\$730** for each dependent

Group 2 **\$1000** for employee and **\$784** for each dependent

Effective April 1, 2024

Group 1: \$984 for employee and \$760 for each dependent

Group 2: \$1040 for employee and \$815 for each dependent

- (i) This allowance shall be paid to employees in the first pay period following April 15 of each year on a pro-rated basis in accordance to their hours of work in the previous twelve (12) month period, excluding overtime. The amount of travel allowance to be paid shall be based on the number of dependents on the date of application of the allowance.
- (ii) An employee retiring, resigning or otherwise terminating employment shall be entitled to a proportional payment of travel allowance as determined in (i) above based on their hours of work in the current fiscal year. In the case of death the payment shall be made to the employee's beneficiary or estate.
- (iii) For the purpose of calculating travel allowance the following leaves shall be considered as hours of work:
- Maternity Leave/Parental Leave/Adoption Leave
 - Injury-on-Duty/Worker's Compensation Leave
 - Paid Leaves
 - Any other period of unpaid leave for which the employee is eligible to accrue service under the collective agreement

The above provisions will not apply when the employee would otherwise have been laid off.

- (iv) In the case of a married couple who are both employed by the Corporation and either the Provincial Government or quasi-government agencies (e.g. hospitals, Newfoundland Liquor Corporation or school boards), each spouse shall receive the employee travel allowance, but only one spouse shall claim the benefit for dependents.

- (c) Permanent employees covered by this agreement shall receive non-cumulative, paid leave in the aggregate per year as follows:

Group 1 - One (1) Working Day

Group 2 - Three (3) Working Days

This leave will only be utilized when the employee is delayed from returning to the community due to an interruption in transportation service.

- (d) Dependent is defined as a spouse, whether of the same or opposite gender, and children under age eighteen (18) years of age, or twenty-four (24) years of age if the child is in full time attendance at a school or post-secondary institution.

ARTICLE 36 - COMMUNICATIONS

36.01 Communications between the Parties hereto, arising out of this Agreement shall, in the case of the Corporation, be addressed to:

Newfoundland & Labrador Hydro
PO Box 12400
St. John's, NL
A1B 4K7
Attn: Senior Human Resources Representative

and in the case of the Union, be addressed to:

Local 1615 of the
International Brotherhood of Electrical Workers Union
230 Park Avenue
Mount Pearl, Newfoundland
A1N 1L1
Attn: Business Manager

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by their proper officers duly authorized thereto

NEWFOUNDLAND AND LABRADOR HYDRO







LOCAL UNION 1615 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS







SCHEDULE "A" – Wage Rates

CLASSIFICATIONS BY PAY GROUP

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
<u>GROUP 01</u> (77-87)	Apr.1/22	\$35,393	\$37,161	\$39,019	\$40,970
	Apr.1/23	\$36,101	\$37,904	\$39,799	\$41,790
	Apr.1/24*	\$37,559	\$39,435	\$41,407	\$43,478
	Apr.1/25*	\$39,077	\$41,028	\$43,080	\$45,235
	Jan.1/26*	\$39,467	\$41,439	\$43,511	\$45,687
<u>GROUP 02</u> (88-99)	Apr.1/22	\$37,516	\$39,389	\$41,362	\$43,430
	Apr.1/23	\$38,266	\$40,177	\$42,189	\$44,298
	Apr.1/24*	\$39,812	\$41,800	\$43,894	\$46,088
	Apr.1/25*	\$41,420	\$43,489	\$45,667	\$47,950
	Jan.1/26*	\$41,834	\$43,924	\$46,124	\$48,429
<u>GROUP 03</u> (100-113)	Apr.1/22	\$39,766	\$41,755	\$43,843	\$46,037
	Apr.1/23	\$40,561	\$42,590	\$44,720	\$46,957
	Apr.1/24*	\$42,200	\$44,310	\$46,526	\$48,854
	Apr.1/25*	\$43,905	\$46,101	\$48,406	\$50,828
	Jan.1/26*	\$44,344	\$46,562	\$48,890	\$51,336
<u>GROUP 04</u> (114-129)	Apr.1/22	\$42,153	\$44,261	\$46,470	\$48,796
	Apr.1/23	\$42,996	\$45,146	\$47,400	\$49,772
	Apr.1/24*	\$44,733	\$46,970	\$49,315	\$51,782
	Apr.1/25*	\$46,540	\$48,868	\$51,307	\$53,874
	Jan.1/26*	\$47,005	\$49,356	\$51,820	\$54,413

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
<u>GROUP 05</u>	Apr.1/22	\$44,682	\$46,915	\$49,262	\$51,724
(130-149)	Apr.1/23	\$45,576	\$47,853	\$50,247	\$52,759
Cashier Clerk	Apr.1/24*	\$47,417	\$49,786	\$52,277	\$54,890
Drafting Clerk	Apr.1/25*	\$49,333	\$51,798	\$54,389	\$57,108
	Jan.1/26*	\$49,826	\$52,316	\$54,933	\$57,679
<u>GROUP 06</u>	Apr.1/22	\$47,362	\$49,731	\$52,217	\$54,828
(150-169)	Apr.1/23	\$48,309	\$50,726	\$53,261	\$55,925
Office Services Clerk	Apr.1/24*	\$50,261	\$52,775	\$55,413	\$58,184
Treasury Clerk	Apr.1/25*	\$52,291	\$54,907	\$57,652	\$60,535
	Jan.1/26*	\$52,814	\$55,456	\$58,228	\$61,140
<u>GROUP 07</u>	Apr.1/22	\$50,205	\$52,715	\$55,352	\$58,120
(170-192)	Apr.1/23	\$51,210	\$53,769	\$56,459	\$59,282
Receptionist/Switchboard Operator	Apr.1/24*	\$53,278	\$55,941	\$58,740	\$61,677
Meter Reader/Collector	Apr.1/25*	\$55,431	\$58,201	\$61,113	\$64,169
Part-Time Meter Reader	Jan.1/26*	\$55,985	\$58,783	\$61,725	\$64,810
<u>GROUP 08</u>	Apr.1/22	\$53,216	\$55,876	\$58,671	\$61,605
(193-215)	Apr.1/23	\$54,281	\$56,993	\$59,845	\$62,837
Accounting Clerk II	Apr.1/24*	\$56,474	\$59,296	\$62,263	\$65,376
Office Clerk	Apr.1/25*	\$58,755	\$61,691	\$64,778	\$68,017
Purchasing Clerk	Jan.1/26*	\$59,343	\$62,308	\$65,426	\$68,697
Driver Clerk					
Office Services/Stock Clerk					
Maintenance Planning Clerk					

<u>GROUP 09</u>	Apr.1/22	\$59,791	\$62,783	\$65,923	\$69,214
(216-244)	Apr.1/23	\$60,987	\$64,039	\$67,241	\$70,598
Sr. Office Services Clerk	Apr.1/24*	\$63,451	\$66,626	\$69,958	\$73,451
Accounting Clerk III	Apr.1/25*	\$66,015	\$69,318	\$72,784	\$76,418
Area Office Clerk	Jan.1/26*	\$66,675	\$70,011	\$73,512	\$77,182
Customer Services Representative					
Transportation Officer					
Document Control Clerk					
Materials Control Clerk					
Purchasing Clerk II					
Network Services Clerk					
<u>GROUP 10</u>	Apr.1/22	\$63,383	\$66,551	\$69,879	\$73,374
(245-273)	Apr.1/23	\$64,650	\$67,882	\$71,277	\$74,841
Accountant	Apr.1/24*	\$67,262	\$70,624	\$74,156	\$77,865
Administration Officer	Apr.1/25*	\$69,980	\$73,478	\$77,152	\$81,010
Billing Data Officer	Jan.1/26*	\$70,680	\$74,212	\$77,924	\$81,821
<u>GROUP 11</u>	Apr.1/22	\$67,185	\$70,545	\$74,073	\$77,777
(274-306)	Apr.1/23	\$68,529	\$71,956	\$75,555	\$79,333
Buyer	Apr.1/24*	\$71,298	\$74,863	\$78,607	\$82,538
Lead Cust. Serv. Rep	Apr.1/25*	\$74,178	\$77,888	\$81,783	\$85,872
Utility Metering Officer	Jan.1/26*	\$74,920	\$78,667	\$82,601	\$86,731
<u>GROUP 12</u>	Apr.1/22	\$75,489	\$79,264	\$83,228	\$87,390
(307-346)	Apr.1/23	\$76,999	\$80,849	\$84,892	\$89,137
Accounts Payable Officer	Apr.1/24*	\$80,110	\$84,116	\$88,322	\$92,738
	Apr.1/25*	\$83,346	\$87,514	\$91,890	\$96,485
	Jan.1/26*	\$84,180	\$88,389	\$92,809	\$97,450

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
<u>GROUP 13</u>	Apr.1/22	\$80,011	\$84,011	\$88,213	\$92,624
(347-401)	Apr.1/23	\$81,611	\$85,692	\$89,977	\$94,477
	Apr.1/24*	\$84,908	\$89,153	\$93,612	\$98,293
	Apr.1/25*	\$88,338	\$92,755	\$97,394	\$102,265
	Jan.1/26*	\$89,222	\$93,683	\$98,368	\$103,287
GROUP 14	Apr.1/22	\$84,820	\$89,059	\$93,515	\$98,190
(402-461)	Apr.1/23	\$86,517	\$90,840	\$95,385	\$100,154
Taxation Officer	Apr.1/24*	\$90,012	\$94,510	\$99,238	\$104,200
	Apr.1/25*	\$93,648	\$98,329	\$103,248	\$108,410
	Jan.1/26*	\$94,585	\$99,312	\$104,280	\$109,494

***UMA – Utility Market Adjustment included**

Buyer Trainee shall participate in a two (2) year program and shall be paid in accordance with the following percentage schedule of the Buyer rate, Step 1.

1st year - 80% 2nd year - 90%

Expediter Trainee shall participate in a one (1) year program and shall be paid 90% of the Expediter rate, Step 1.

Employees will on their classification anniversary date, automatically progress to the next higher step in that classification and the step progression will continue on an annual basis until they reach Step 4 of the classification.

When an employee is promoted to a higher classification their wage rate will not be reduced but will move to the salary scale in their new classification immediately above their former salary or to Step 1 of their new classification, whichever is greater. If the rate of pay to the position stated in Assignment to Other Classifications (Article 11.01) is greater than this rate, the employee shall receive the higher rate of pay, not to exceed Step 4 of the new classification. Step progression will continue as per above based on classification anniversary date.

All classification rates above are based on 1950 hours per annum.

SCHEDULE "B" – Meter Reader Allowances

I. MONTHLY CAR ALLOWANCE FOR METER READERS BY AREA:

Locations	Kilometres per Area
Bay d'Espoir	1264
Harbour Breton	1501
Roddickton	449
Rocky Harbour	1556
Flower's Cove	1318
Southern Labrador	340
White Bay	438
Burlington/ La Scie	1342
South Brook	1191
Fogo/Change Islands	650
King's Point/Harry's Harbour/Purbecks Cove/Westport	766
Burgeo	401

The Monthly Car Allowance for Meter Reader/Collectors will be calculated based on the following formula:

Kilometre Rate Adjustment Formula added to the base kilometre rate (Clause 24.06) X 20% X kilometers per area.

The allowances will be reviewed on a monthly basis on the first pay period of the month.

SCHEDULE "C" – Uniforms Meter Reader/Collector

The initial issue will be two (2) uniforms, each uniform will consist of:

- 1 Pair Trousers
- 2 Shirts (1 Long sleeved, 1 short sleeved)
- 1 Jacket
- 1 Jacket Liner

The Corporation will pay the total initial cost of both uniforms. When a garment is worn out or damaged beyond repair, the Corporation will pay the total cost of the replacement garment providing the obsolete garment is presented on demand to the Corporation.

In addition the following clothing will be provided at no cost to the employee and will be replaced on the same basis, upon presentation of the worn out article.

- 1 winter parka and snow pants (type determined by the Corporation)
- 1 Pair Waterproof Boots
- 1 Pair Winter Boots
- Rain Gear
- Flame Retardant coveralls, or equivalent two-piece clothing

The Corporation agrees to provide all personal protective equipment required to safely perform the duties of this position.

The Corporation will pay an annual allowance of up to \$200.00 towards the purchase of CSA approved puncture proof footwear.

Uniforms must be worn on duty only. The Corporation agrees to pay for dry-cleaning costs up to eight (8) times annually.

The Corporation will supply T2200 forms for those Meter Readers who use their place of residence for work purposes. Permanent and Permanent Part-Time Meter Reader/Collectors who are not provided with office space outside their residence shall be paid \$200.00 per month for use of an office space within their home. Eligibility for payment is contingent on the property owner supplying annually proof of \$1,000,000.00 CGL liability insurance within their home owner's policy.

SCHEDULE "D" – Driver Clerks

The initial issue will be two (2) uniforms. Each uniform will consist of:

- 1 Jacket
- 1 Jacket Liner
- 1 Pair Trousers
- 2 Shirts (1 long sleeved, 1 short sleeved)
- 1 Tie
- 1 Cap

The Corporation will pay the total initial cost of both uniforms.

When a garment is worn out or damaged beyond repair, the Corporation will pay the total cost of the replacement garment providing the obsolete garment is presented on demand to the Corporation.

In addition, one (1) winter parka (type to be determined by the Corporation) will be provided at no cost to the employee.

The Corporation will pay an annual allowance of up to \$200.00 towards the purchase of CSA approved puncture proof footwear.

Uniforms must be worn on duty only. The Corporation agrees to pay for dry-cleaning costs up to eight (8) times annually.

SCHEDULE "E" – Mailroom Staff

- (a) Shop Coats
- (b) The Corporation will pay an annual allowance of \$200.00 towards the purchase of CSA approved footwear to clerical staff performing mailroom functions who are required to wear safety footwear when performing such functions.

SCHEDULE "F" – JOB EVALUATION COMMITTEE

TERMS OF REFERENCE AND EVALUATION GUIDELINES

1. OBJECTIVE

- 1.1 The main objective of the Job Evaluation Committee is to ensure that, to the greatest extent possible, internal equity is established and maintained between all of the positions in the Bargaining Unit. In order to achieve this objective, the Committee will evaluate all Bargaining Unit jobs based on the compensable factors of know-how, problem solving, accountability and working conditions.

2. COMMITTEE COMPOSITION

- 2.1 The Job Evaluation Committee will consist of the following:
 - 2.1.1. Three members appointed by the union
 - 2.1.2. Three members appointed by Management
- 2.2 Each party will appoint one alternate who will be trained in the job evaluation process but will only attend meetings and participate in the job evaluation process when a regular member is unavoidably absent.
- 2.3 Each party will designate one of its members to act as co-chair.
- 2.4 Management will provide a secretary who will assist with preparation of materials for meetings and maintain the Committee records. The Secretary will not participate in the decision making process.
- 2.5 A quorum will consist of the co-chairs and two other members (or alternate) from each party.

3. RESPONSIBILITIES AND CONSTRAINTS

- 3.1 Individual Committee members are responsible to ensure that they are knowledgeable of the Corporation's organization structure for the Bargaining Unit classifications and of the positions to be evaluated. They must also understand and apply the evaluation guidelines in Section 4 and the rating manual/guide chart to ensure that all evaluations are conducted systematically, objectively and without bias.
- 3.2 The Committee will evaluate all current Bargaining Unit positions and, in future, any proposed new positions that are deemed appropriate for inclusion in the Bargaining Unit. It will also re-evaluate existing

positions that undergo significant change as well as positions for which the assigned grade is appealed by the incumbent or the Supervisor.

- 3.3 Committee members will absent themselves from the meeting when their own classification is being reviewed.
- 3.4 The Committee mandate will be to make recommendations to the Labour Relations Specialist and the Union Business Manager who are responsible for approval.
- 3.5 Committee decisions will require the unanimous agreement of all six (6) members.
- 3.6 For the initial evaluations, the Committee must reach a unanimous agreement on all factors of all jobs, and likewise on any new jobs which, in future, may be submitted for evaluation.
- 3.7 For re-evaluations and appeals, should a situation arise where unanimous agreement cannot be reached, the rating will remain unchanged from the previous evaluation and the issue will be referred to the Final Appeals Committee for resolution.
- 3.8 The proceedings and decisions of the Committee are confidential and all members are expected to respect this confidentiality.
- 3.9 The Co-chairs will determine when meetings are required and will arrange all meetings through the Committee Secretary.

4. JOB EVALUATION GUIDELINES

- 4.1 Job evaluation measurements are fair and reliable standards as long as they are consistently applied. The degree of reliability and objectivity in the judgements of the Job Evaluation Committee will, therefore, depend on their ability to be consistent. To this end, the following are essential:
 - 4.1.1 Proper understanding and appreciation of the facts pertaining to each job and their relative importance.
 - 4.1.2. A systematic method of studying the facts.
 - 4.1.3. Sufficient time for careful consideration.
 - 4.1.4. A knowledge of the systematic error and bias common to such judgements.
 - 4.1.5. Several independent judgements by different individuals and a

subsequent reconciliation of any differences.

4.1.6. A great deal of experience in making judgements.

4.2 The following Job Evaluation Guidelines are presented to assist the Committee in attaining the desired high level of consistency in their evaluations.

4.2.1. Each member of the Committee will read all job information forms provided to them in their entirety. If necessary, the Committee will contact individual employees and/or Supervisors for clarification of the information provided.

4.2.2. Each member will separately evaluate the job and assign a point score to each factor under know-how, problem solving, accountability and working conditions.

4.2.3. The Secretary will then ask all members for their scores under each factor and, where differences exist, the Co-chairs will attempt to resolve the differences to arrive at a unanimous agreement.

4.3 When all factors have been reviewed, the scoring key will be referenced and the total points arrived at will be used to establish a tentative salary group.

4.4 When the tentative salary group has been established, the following additional steps will be carried out:

4.4.1. The position will be compared to all others in that salary group with particular emphasis on those within its own job family.

4.4.2. Following this review, if any Committee member feels that the job is being misplaced, it will be further reviewed and, if necessary, compared factor by factor with other related jobs in the tentative grade and in the next higher and next lower grades.

4.4.3. A second review will be carried out in all cases where the points assigned place the job at the extreme edge (top or bottom) of the point band for a salary group.

4.5 When any adjustments deemed necessary as a result of the review process have been made, a firm salary group recommendation will be established and officially recorded by the Secretary along with a listing of the positions compared and any other information referenced in reaching the decision.

5. RE-EVALUATION

- 5.1 When a job undergoes significant change, a re-evaluation can be requested as provided for under Section 3.2.
- 5.2 Individual employees or the Supervisor responsible for the position can request a re-evaluation, however, all such requests must be submitted to the co-chairs through the Department Head responsible for the position.
- 5.3 Jobs submitted for re-evaluation will be subject to the same review process as a new job. The results will be submitted for approval in accordance with Section 7.1 and, if there are incumbents, they will be advised in accordance with Section 7.2.

6. APPEALS

- 6.1 Should an employee(s) be dissatisfied with the results obtained for a re-evaluation under Section 5 above (re-evaluation), an appeal may be submitted to the Appeals Committee.
- 6.2 The Appeals Committee will be comprised of a designated official from both the union and the company, and a third person to act as a facilitator who is mutually agreed upon by both the union and the company.
- 6.3 The Job Evaluation Committee Secretary will also act as Secretary for this Committee.
- 6.4 Results of this final appeal will be submitted for approval in accordance with Section 7.1, and affected employees will be advised in accordance with Section 7.2.

7. APPROVAL

- 7.1 The Committee Co-Chairs or the Appeals Committee, as the case may be, will communicate the salary group recommendations in writing to the Labour Relations Specialist and the Business Manager – I.B.E.W. Local 1615, for their approval.
- 7.2 When the recommendation has been approved by both parties, the Committee Co-Chairs will ensure that the results are communicated in writing to both the employee and the immediate supervisor.

LETTER OF UNDERSTANDING

International Brotherhood
of Electrical Workers (Local 1615)
230 Park Avenue
Mount Pearl, NL
A1N 1L1
Attn: Mr. Jabez Lane, Business Manager

REF: Term and Temporary Employees - Job Postings

Dear Mr. Lane:

This letter will confirm our understanding regarding the above.

Active Term and Temporary employees within this Bargaining Unit who have in excess of twenty four (24) months of cumulative worked service shall be deemed to have bargaining unit seniority for the purpose of Article 22 – Vacancies and New Positions such that they will be given hiring preference over external candidates.

Yours truly,

Elaina Janes
Senior Manager HR/LR Operations

LETTER OF UNDERSTANDING

International Brotherhood
of Electrical Workers (Local 1615)
230 Park Avenue
Mount Pearl, NL
A1N 1L1
Attn: Mr. Jabez Lane, Business Manager

REF: Standard Job Postings

Dear Mr. Lane:

This letter is a follow up to IBEW's request to have input into the standard job posting process. While the Corporation maintains that Clause 22.06 of the Office Workers Collective Agreement recognizes that the development and revision/update of standard job postings rests with management, it is also recognized that it is beneficial to receive input from other sources, including IBEW. With this in mind, copies of new/updated standard job postings will be shared with IBEW prior to general distribution throughout the Corporation for the purpose of allowing IBEW an opportunity to review same and to identify any areas of concern. Such concerns will be given due consideration and should be communicated to the Corporation within a reasonable period of time (within five working days).

Yours truly,

Elaina Janes
Senior Manager HR/LR Operations

LETTER OF UNDERSTANDING

International Brotherhood
of Electrical Workers (Local 1615)
230 Park Avenue
Mount Pearl, NL
A1N 1L1
Attn: Mr. Jabez Lane, Business Manager

REF: Switchboard Relief

Dear Mr. Lane:

This will confirm our understanding regarding the above.

It is understood that the provision of relief coverage for the Switchboard Operator is considered to be part of the normal duties for Office Services employees. However, it is agreed that should such an assignment extend for a period of greater than one hour the employee will be compensated in accordance with Clause 11.01 for the duration of the assignment.

Yours truly,

Elaina Janes
Senior Manager HR/LR Operations

LETTER OF UNDERSTANDING

International Brotherhood
of Electrical Workers (Local 1615)
230 Park Avenue
Mount Pearl, NL
A1N 1L1
Attn: Mr. Jabez Lane, Business Manager

REF: Retroactivity

Dear Mr. Lane:

This letter sets forth our understanding with regard to the above. Wages, salaries and other monetary items (as per agreed pay codes) will be retroactive to **April 1, 2022**.

Yours truly,

Elaina Janes
Senior Manager HR/LR Operations

LETTER OF UNDERSTANDING

International Brotherhood
of Electrical Workers (Local 1615)
230 Park Avenue
Mount Pearl, NL
A1N 1L1
Attn: Mr. Jabez Lane, Business Manager

REF: Employee Liaison Advisory Committee (ELAC)

Dear Mr. Lane:

This letter sets forth the Company's commitment to the Terms of Reference with regard to the Employee Liaison Advisory Committee (ELAC) signed April 1, 2011.

Yours truly,

Elaina Janes
Senior Manager HR/LR Operations

LETTER OF UNDERSTANDING

Re: Retirement Group Insurance Benefits Eligibility

The parties hereby confirm and acknowledge:

1. Employees hired prior to **June 18, 2021**, shall qualify for Retirement Group Insurance Benefits in accordance with Nalcor's previous insurance eligibility, which states employees eligible for an immediate pension at the time of retirement shall be entitled to Retirement Group Insurance Benefits, based on pension reform rules.
2. Employees who are hired subsequent to **June 18, 2021** ("Newly Hired Employees") shall qualify for Retirement Group Insurance Benefits where such employees are:
 - a) Pension eligible;
 - b) Have a minimum of fifteen (15) years' pensionable service; and
 - c) Retire and commence receipt of a pension immediately on ceasing active employment with Nalcor Energy and its subsidiaries.

Former employees who are rehired following loss of seniority subsequent to **June 18, 2021**, shall be considered to be Newly Hired Employees for the purpose of this Letter of Understanding.

3. Notwithstanding Clause 1 above, employees with service prior to **June 18, 2021**, who, either
 - a) are hired following **June 18, 2021**, who retain portability of benefits under the Collective Agreement; or
 - b) are employed outside the bargaining unit in the public service and are re-employed in an IBEW Public Service bargaining unit position subsequent to **June 18, 2021**, without a break in service in the Public Service,

shall not be considered to be Newly Hired Employees for the purpose of this Letter of Understanding.

4. Employees who do not meet the criteria noted in Clauses 1 and 2 above shall not be entitled to Retirement Group Insurance Benefits upon ceasing active employment in the Nalcor Energy and/or any of its subsidiaries.
5. Employees who become entitled to Retirement Group Insurance Benefits pursuant to Clause 1 above shall maintain the current cost-share arrangement for premiums (i.e. cost structure in place prior to June 18, 2021).

6. Employees who become entitled to Retirement Group Insurance Benefits pursuant to Clause 2 will pay 60% of the cost of premiums and the employer will pay 40%.
7. Nothing in this Letter of Understanding shall have the effect of waiving or negating, in whole or in part, any requirement, procedural or substantive, under a Group Health, Dental and Life Insurance and AD&D insurance program or policy sponsored by the employer.
8. Should changes be made by the Government of Newfoundland and Labrador to the Retirement Group Insurance Benefits that provide a better benefit than that which is provided in Clause 2 or Clause 6 for Newly Hired Employees then the company will implement the same changes for the employees.

Elaina Janes
Senior Manager, HR/LR Operations

LETTER OF UNDERSTANDING

International Brotherhood
of Electrical Workers (Local 1615)
230 Park Avenue
Mount Pearl, NL
A1N 1L1
Attn: Mr. Jabez Lane, Business Manager

REF: Term Employees with Four (4) or More Continuous Years of Service

Dear Mr. Lane:

This letter will confirm our agreement and understanding that effective **June 18, 2021**, Term employees who have worked in excess of four (4) continuous years will begin accruing seniority. This seniority will be used exclusively for the purposes of filling vacancies and new positions under Article 30 – Vacancies and New Positions.

In the instance, where multiple employees have the same amount of seniority, the employee with the greatest amount of regular hours worked (from the date of hire) will be the governing factor.

Yours truly,

Elaina Janes
Senior Manager HR/LR Operations

LETTER OF INTENT

October 25, 2023

**Mr. Jabez Lane
International Brotherhood of Electrical Workers (Local 1615)
230 Park Avenue
Mount Pearl, NL A1N 1L1
Attn: Mr. Jabez Lane, Business Manager**

Dear Mr. Lane:

Re: Letter of Commitment to continue discussion

The Parties agree to continue the dialogue on the concerns regarding Term Employees associated with the Holyrood Generation Station.

Yours truly,

**Elaina Janes
Sr. Manager, Employee Relations**

LETTER OF UNDERSTANDING

October 25, 2023

**International Brotherhood of Electrical Workers (Local 1615)
230 Park Avenue
Mount Pearl, NL A1N 1L1
Attn: Mr. Jabez Lane, Business Manager**

Dear Mr. Lane:

Re: Utility Market Adjustment

The Company will apply a 5% Utility Market Adjustment to all Classification groups listed in Schedule A as follows:

**Effective April 1, 2024, 2%
Effective April 1, 2025, 2%
Effective January 1, 2026, 1%**

Yours truly,

Elaina Janes

Sr. Manager, Employee Relations

LETTER OF UNDERSTANDING

International Brotherhood of Electrical Workers
(Local 1615)
230 Park Avenue
Mount Pearl, NL
A1N 1L1

Attn: Mr. Jabez Lane, Business Manager

Ref: Kilometer Rate Adjustment Formula

1. The purpose of this Letter of Understanding is to provide a mechanism for the periodic adjustment of the kilometer rate(s) contained in applicable collective agreements for employees who are either required to provide a vehicle as a condition of employment or who may be authorized to use a personal vehicle on Employer's business.
2. Adjustments shall be calculated by the Human Resources Department and reflected in Corporate Policy & Procedures (ER-010).

Adjustment Formula

3. Base Fuel Rate
The 'base fuel rate' for calculating fuel costs is 79.4¢ per liter.
4. Fuel Price
'Fuel prices' shall be those set by the Petroleum Pricing Office for the Avalon Region (Zone 1).
5. Base Kilometer Rate
The 'base kilometer rate(s)' shall be the reimbursement rate(s) contained in the Operations and Office Workers' Collective Agreements.
6. Fuel Adjustment Formula
 - a) The kilometer rate shall be adjusted, based on the following formula:
('fuel price on adjustment date' – \$0.794) X 0.10 = km rate adjustment
[km rate adjustment is added to the 'base kilometer rate']
 - b) Kilometer rates shall be rounded to four decimal places after the dollar (\$0.0000).
7. Adjustment Date (Monthly) Effective Date of Signing
The kilometer rate shall be adjusted, based on the fuel adjustment formula and will be updated on the first pay period of each month.

8. Reimbursement Rate

Reimbursement shall be at the rate(s) in effect on the date of travel.

- 9. This Letter of Understanding may be terminated upon thirty (30) days notice from either party.**

Sincerely,

**Elaina Janes
Sr. Manager HR/LR Operations
NL Hydro**

LETTER OF INTENT

October 25, 2023

**International Brotherhood of Electrical Workers
(Local 1615)
230 Park Avenue
Mount Pearl, NL A1N 1L1**

Attn: Mr. Jabez Lane, Business Manager

Dear Mr. Lane:

Re: Recognition Bonus

In addition to the Company's Final Offer of Settlement August 7, 2023, effective date of signing, each bargaining unit employee will receive a one-time recognition bonus payment of \$2,000 prorated based on regular full-time hours for the hours worked during the previous twelve (12) months (from date of signing). This payment will not apply to employees who have resigned or retired from the Company or who have left the bargaining unit permanently prior to date of signing.

Yours truly,

Elaina Janes

Sr. Manager, Employee Relations

Attending Physician's Statement

INSTRUCTIONS: Employees whose absence from work exceeds five continuous days OR when requested by their Supervisor, will submit this form to the Occupational Health Nurse, Employees will submit Part III – Statement of Disabilities to their Supervisor. Any costs associated with the completion of this form is the employee's responsibility, if absence is greater than 5 continuous days. The employee will be reimbursed up to a maximum of **\$35.00** upon providing the appropriate receipts, if absence is less than 5 consecutive days and Attending Physician's Statement has been requested by the Supervisor.

Part I – To be Completed by Employee

Name:	Department:
Job Title:	Immediate Supervisor:
Job Status:	Date of First Absence:

I understand that information on this form will be used in case management and the Early and Safe Return to Work (ESRTW) program. The information on this form is stored in a confidential medical file and handled with principles of medical confidentiality.

Date

Employee Signature

Part II – Attending Physician's Report

Date of First Examination: (present illness)	Date of examination on which this report is based:
Reason for Absence:	

Was patient hospitalized:	Was surgery required?
Yes No	Yes No

Type of absence?	Illness	non-occupational injury	occupational illness/injury
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When in your opinion should employee be able to return to work?

Regular duties, full-time on _____ 20 _____	Regular duties, graduated hours on _____ 20 _____
Modified duties, full-time on _____ 20 _____	Modified duties, graduated hours on _____ 20 _____

List any functional limitations _____

Part III – Statement of Disability

To the best of my knowledge, _____ is/has been unable to work
Employee's Name

from _____ to _____ inclusive.

Physician's Name	Address:	
Signature:	Phone No:	Date:



GENDER EQUITY AND DIVERSITY & INCLUSION

IBEW Local 1615 and Newfoundland and Labrador Hydro recognize and support the principles of gender equity and diversity and inclusion in the workplace and agree to work cooperatively to create a respectful and inclusive work environment.