AGREEMENT

BETWEEN

NEWFOUNDLAND AND LABRADOR HYDRO

AND

LOCAL 1615
OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

OPERATIONS UNIT

EFFECTIVE APRIL 1, 2014 - MARCH 31, 2018

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THIS AGREEMENT made this 9th day of April, 2015

BETWEEN

NEWFOUNDLAND AND LABRADOR HYDRO, a Statutory Corporation created by the NEWFOUNDLAND AND LABRADOR HYDRO ACT, THE ACT No. 3 OF MARCH 27, 1975 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 **the order of the Labour Relations Board, dated February 10, 2014, issue in matter number 5456,** and subsequent amendments.

ARTICLE 2 - CONTINUITY OF SERVICE

2.01 The duties performed by the employees of the Corporation as part of their employment are essential to the operation of a public utility and the welfare of the public is dependant thereon and it is therefore agreed that during the term of this Agreement there shall, at no time, be a strike by the Union or a lockout by the Corporation.

The word "strike" as used herein includes a cessation of work, or refusal to work or to continue to work, by employees, in combination or in concert or in accordance with common understanding.

2.02 The Union agrees not to permit its members to commit any act which will serve to discredit the Corporation in the eyes of the public while on Corporation business; the Corporation likewise agrees to do nothing to discredit the Union.

ARTICLE 3 - DEFINITIONS

3.01 For the purpose of this Agreement, the terms, "Permanent Employee", "Probationary Employee", "Full/Part Time Employee", "Term Employee", "Crew", "Lead Hand", "Out-of-Scope Employee", and "Temporary Employee" "Emergency Work" and "Section" shall have the meaning hereinafter ascribed to them and no other.

3.02 "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, he/she will be hired on the condition that, should the incumbent employee be declared medically fit and returns to work, he/she will be laid off in accordance with the provisions of Article 29.

3.03 "Probationary Employee" is 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. If during, or at the end of such period, the Corporation judges that the employee is unsatisfactory, his/her employment may be terminated.

3.04 "Full Time Employee" is an employee whose normal scheduled hours of work are in accordance with the hours of work outlined in Article 15 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 his/her classification. A Part Time employee who is assigned to work in excess of his/her 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 he/she has 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 his/her normal scheduled hours of work. Permanent Part Time employees shall participate in the Government Money Purchase Pension Plan (GMPP).

3.05 "Term Employee" is an employee who is hired into a classification covered by this Collective Agreement to complete a special project or to replace an employee on leave of absence where the duration of the job is for a specified period which is in excess of twelve (12) continuous months and the period of time is usually, but not necessarily, less than four (4) continuous years. 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 38.02(i) – Seniority and will be subject to Article 9 of this Agreement. Term employees will also be eligible for all permanent employee benefits under this Agreement with the exception of Articles 24, 29, 32 and Long Term Disability under Clause 26.01.

3.06 "Crew" means a group of employees working on a specific job under one Front Line Supervisor and who are performing duties related to a specific job, which makes them directly interdependent one on the other.

3.07 "Lead Hand" is an employee who, when appointed to lead a crew of not less than two (2) or more than four (4) employees including him/herself, and when so designated, ranks, in order of responsibility, immediately below Front Line Supervisor. Such designation shall not affect an employee's classification.

3.08 "Out-of-Scope Employee" is an employee who does not form part of the Bargaining Unit as defined by **the order of the Labour Relations Board dated February 10, 2014 issued in matter number 5456.**

3.09 "Temporary Employee"

(a) "Temporary Employee" means an employee hired by the Corporation on a temporary or casual basis for a continuous period in excess of eighty (80) hours. Temporary employees will be subject to the provisions of Article 38 of this Agreement.

(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 3.05 and these benefits will continue until the employee is laid off.

3.10 "Emergency Work" is deemed to be work for such a nature that it is affecting the safety of employees, safety of the public or damage to equipment.

3.11 "Section" is a particular shop associated with an employee's normal work.

ARTICLE 4 - WORK BY OUT-OF-SCOPE EMPLOYEES

4.01 Supervisors shall not normally perform operations or maintenance jobs regularly performed by employees in the Bargaining Unit except under the following circumstances:

(a) For work that is incidental to Supervisory duties.

(b) For testing or inspecting machinery or equipment, **provided they are accompanied by appropriate employee(s) from the Bargaining Unit (if available).**

(c) For instructing or training.

(d) In experimentation with respect to plant, or system performance or operations.

(e) In case of Emergency Work, as per Clause 3.10, for such time as is necessary to overcome the emergency.

ARTICLE 5 - JUDICIAL/COURT APPEARANCE

5.01 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 6 - MANAGEMENT RIGHTS

6.01 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. It is understood that in the exercise of the foregoing Management Rights, the Corporation shall be consistent with the provisions of this Agreement.

ARTICLE 7 - APPRENTICES

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

7.02 The schedule of rates of pay for apprentices are as set forth in Appendix "A" attached hereto and forming part of this Agreement.

7.03 The apprentice, on attaining his/her Journey person status, is under no obligation to accept permanent employment with the Corporation. The Corporation likewise, is under no obligation to provide permanent employment for the apprentice.

Nevertheless, the Corporation when requested by the apprentice, will retain him/her for an additional period of six (6) months from the date he/she receives his/her Journey person status.

If, during the six (6) month period, a vacancy occurs or a new position is created, within his/her apprenticed trade, and the apprentice applies for same, he/she will be offered the Journeyperson position over an external candidate. If he/she is successful in his/her application, he/she will be given permanent status forthwith. If he/she is unsuccessful, his/her employment may be extended beyond six (6) months, dependant on the operational requirements of the organization.

7.04 An Advisory Committee, with equal representation from the Corporation and the Union will, from time to time, review and make recommendations to the Corporation on the Apprenticeship Program. The Committee will meet at least twice per year.

7.05 The apprenticeship program will normally require rotation through the various Corporation facilities/regions to provide adequate on-the-job training in addition to classroom block training through the four (4) year period.

The apprentice will be given sufficient notice before transfer to enable him/her to make the necessary personal arrangements. Prior to relocation, the apprentice should co-ordinate the travel with his/her new Manager so that expenses, travel time, etc. can be processed without undue delay. However, in special circumstances where living accommodations cannot be arranged prior to the move, the apprentice may be allowed hotel accommodations up to seven days in order to find such accommodations. Transportation expenses for the apprentice and immediate family will be by the most economical and practical means. Meals, while travelling, will be as per Article 31. Furniture transfer, household expenses, accommodations, etc. will be the responsibility of the apprentice however, the Corporation will reimburse the apprentice a maximum of **$1000** for each relocation for such expenses.

7.06 While an apprentice is enrolled in the Corporation's Apprenticeship Program, he/she will be eligible for a Block Allowance of **$400** to partially offset expenses while attending school. The Block Allowance will be paid a maximum of four (4) times during the apprenticeship program and will be paid to the apprentice immediately prior to their block training.

ARTICLE 8 - TRAINING PLAN - TECHNICIANS & TECHNOLOGISTS

8.01 To be eligible to enter the Corporation's formalized four (4) year training program consistent with their specific chosen field of expertise candidates must be graduates of a minimum two (2) year recognized technology course. Employees who wish to enter the formalized training program will be given consideration provided they meet the equivalent of a two (2) year technology course and are eligible to become members of the A.E.T.T.N.**L.**

8.02 An Advisory Committee of six with equal representation from the Corporation and Technologists from the Union will, from time to time, review and make recommendations to the Corporation on the courses and programs established in the training plan. A minimum of two (2) meetings per year shall be held.

8.03 (a) The various disciplines/areas of expertise to be classified and provided formal training are:

Network Services
Protection & Control
Instrumentation & Control
Environmental

Distribution
Metering
Electrical Design
Mechanical
Civil
Chemical
Customer Services
Drafter/CAD

(b) Technologists successful in bidding off on a position within another discipline under 8.03(a) shall continue to receive the Technologist rate of pay.

8.04 The following levels of classifications will apply during the four (4) year formalized training period:

0-1 year	Technician I
1-2 years	Technician II
2-3 years	Technician III
3-4 years	Technician IV

Following successful completion of the three (3) months probationary period under Clause 3.03, the technician can progress annually through the levels, provided he/she attains a satisfactory completion rate of the courses and programs assigned during the period.

The training program will normally require rotation through the various Corporation facilities/regions to provide adequate on-the-job training in addition to classroom and equipment courses through the four (4) year period.

The technician will be given sufficient notice before transfer to enable him/her to make the necessary personal arrangements. Prior to relocation, the technician should co-ordinate the travel with his/his new Manager so that expenses, travel time, etc. can be processed without undue delay. However, in special circumstances where living accommodations cannot be arranged prior to the move, the technician may be allowed hotel accommodations up to seven (7) days in order to find such accommodations. Transportation expenses for the technician and immediate family will be by the most economical and practical means. Meals, while travelling, will be as per Article 31. Furniture transfer, household expenses, accommodations, etc. will be the responsibility of the technician however, the Corporation will reimburse the technician a maximum of $750 for each relocation for such expenses**.**

8.05 Upon completion of the four (4) year program with a satisfactory completion rate of the courses and assignments, the employee will receive the classification

of Technologist.

8.06 Technologists will be upgraded through developed training programs that are required in order for them to be proficient in their job assignments.

ARTICLE 9 - UNION SECURITY

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

9.02 The Corporation shall deduct from the earned wages of all employees within scope, regular monthly union dues. The Corporation will deduct from employees hired on or after April 1, 1975, an amount equivalent to initiation fees and shall remit same not later than the fifteenth day of the month following the month in which deductions were made, to the Financial Secretary of the Union or to such other person as the Union may designate, in writing, from time to time. Such designations shall be delivered to the Corporation and shall include the name, address, and position of the person so designated. The form of the above-mentioned authorization shall require, prior to the use thereof, the written approval of the Corporation.

9.03 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.

9.04 During working hours, the Union, its members or its agents, 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.

9.05 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.

9.06 Labour Relations Fund. The Corporation will make available in each calendar year a maximum of $18,000 **($20,000 beginning in 2016)** for the labour relations education and training of members of Local 1615. **This amount can be carried forward, on an exception basis, at the request of the Business Manager, and subsequent approval of the Manager, HR/LR.** The Corporation shall commit part

or all of these funds towards specific programs only upon the recommendation of a committee consisting of the **HR/LR Lead**, the Business Manager (Local 1615) and President (Local 1615). Disbursement of the funds shall be substantiated by appropriate invoices.

ARTICLE 10 - UNION BUSINESS

10.01 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.

10.02 Access. The Business Manager shall have access to Corporation premises in the performance of his/her duties in servicing this Agreement, provided he/she has made such prior arrangements through the **Human Resources and** Labour Relations Department as are acceptable to the Corporation. The Corporation agrees to recognize Shop Stewards representing each area as follows:

Three representing Bay d'Espoir
One representing Burgeo
Three representing Holyrood
Two representing Bishop's Falls
One representing Springdale
Two representing Whitbourne
One representing Stephenville
One representing Deer Lake
Two representing St. Anthony
Two representing Happy Valley
Two representing Port Saunders
Two representing St. John's
One representing Wabush
One representing Flower's Cove
One representing Exploits

and allow them 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.

10.03 Payment During Negotiations. The Corporation agrees to pay not more than **six (6)** employees who are members of the Union Negotiating Committee, for time spent negotiating a new Agreement 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 31) for a maximum of four (4) weeks.

10.04 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.

10.05 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.

10.06 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 and location 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 11 - GRIEVANCE

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

11.02 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 he/she so desires, his/her shop steward, on his/her 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

he/she so desires, his/her Shop Steward. The Manager shall within five (5) days of the meeting communicate his/her answer 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 his/her 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 his/her 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.

11.03 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 11 and 12.

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

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

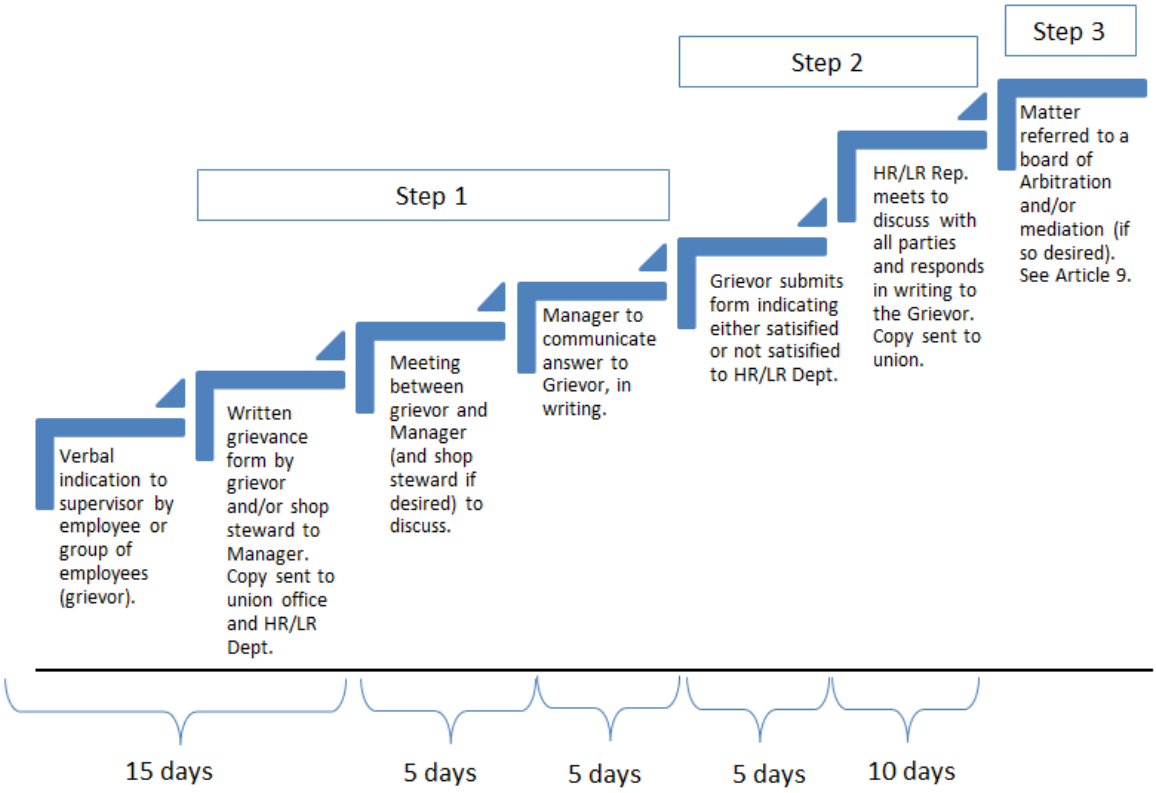
A hearing will be held within three (3) days following receipt of the request referred to in this Clause, and, within three (3) days after such hearing, a decision as to whether the discharge shall be upheld, modified or revoked shall be rendered, in writing, by the Corporation.

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

Within three (3) days following receipt of the Corporation's decision, the employee may, if he/she considers that he/she has been unjustly discharged, file a written grievance commencing at Step 2 of the Grievance Procedure.

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 him/her between the discharge and return to work.

11.05 Grievance Chart



ARTICLE 12 - ARBITRATION

12.01 If any grievance arising out of this Agreement shall remain unresolved having exhausted the provisions of Article 11, 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 requests 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 of receipt of the Corporation's answer at Step 2 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, either party may serve notice on the other to appoint or to concur in the appointment of a Chairperson pursuant to Section 5 of the Arbitration Act, Chapter A-14, RSN 1990.

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

12.02 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.

12.03 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 13 - WAGES

13.01 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.

13.02 When new classifications not already provided for in this Agreement are developed, the Corporation agrees to consult with the Union with respect to the

question as to whether such classifications are to be included in the Bargaining Unit. Rates of pay for any new classifications so developed shall be subject to negotiations between the Corporation and the Union. Should the parties fail to reach agreement the matter will be referred to binding arbitration.

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

13.04 An employee, who works overtime in a given pay period, shall receive payment not later than the pay day for the pay period immediately following, except in cases where causes beyond the control of the Corporation renders it impossible to meet the deadline.

ARTICLE 14 - ASSIGNMENT TO OTHER CLASSIFICATIONS

14.01 An employee designated Leading Hand shall, in addition to his/her regular hourly wage rate, be paid the sum provided for in Schedule "B".

14.02 When an employee is temporarily assigned to a classification which carries a higher rate of pay than his/her permanent classification, he/she shall be paid at the higher rate while he/she is filling the higher classification.

14.03 When an employee is temporarily assigned to a classification outside the Bargaining Unit, he/she shall be paid the greater of either 14**%** of the employee's own classification or the minimum of the scale for the assigned classification.

14.04 Each employee will be given an opportunity to be Lead Hand, once they have completed the Company Lead Hand training program and are deemed qualified.

ARTICLE 15 - HOURS OF WORK

15.01 Subject to the provisions of this Article, the workday shall be from midnight to the following midnight and the work week shall be Monday through Sunday.

15.02 (a) Non-Shift Employees

The normal workday shall be:

(1) (a) All Plants, Regional Offices, and Network Services and Meter Shop (St. John's).

The normal workday shall be eight (8) hours from 0800 to 1600

hours. The normal work week shall be forty (40) hours, Monday through Friday, with the understanding that any five (5) consecutive days, Monday through Sunday, of eight (8) hours, as per the above daily hours of work, shall constitute a work week.

(b) All other Technologist Classifications (St. John's) and Building Custodian

The normal workday shall be eight (8) hours from 0830 to 1630 hours (0800 to 1600 hours in Summer). The normal work week shall be forty (40) hours, Monday through Friday, with the understanding that any five (5) consecutive days, Monday through Sunday, of eight (8) hours as per the above daily hours of work, shall constitute a work week.

Employees will be entitled to a fifteen (15) minute rest break in the forenoon, generally at 1000 hours, and a thirty (30) minutes paid lunch break, generally at mid-day, and the employees will be required to remain at the work location during the lunch break. Employees working away from normal headquarters who are unable to arrange for lunch at the work location, shall re-establish their work day from 0800 to 1700 hours with a one (1) hour unpaid lunch period.

Except as provided for in Article 19 and Clause 15.02 (b), the Corporation shall be required to pay premium time for all time worked outside the defined normal workday and work week.

15.02 (b) When a job is of such a nature that employees are not required to work overtime, and the job, in the estimation of the Supervisor, can be performed practically and reasonably beyond the normal daily hours of work, then, by mutual agreement between the majority of the group or crew and the Supervisor, the normal work day may be extended by two (2) hours daily and the employees will accumulate that time in lieu of pay. Employees will be compensated for the extra time so worked by being allowed that time off work after he/she has completed forty (40) hours worked in any one week. If due to exigencies of the Corporations operations an employee must be called back to work on the designated day off then he/she will be compensated at premium rates for all time so worked or such time may be banked as per Clause 16.02.

15.03 Shift Employees (Holyrood Generating Station, Bay d'Espoir Generating Station, Provincial Control Center, **Exploits Generation***)

***Exploits Generation employees should refer to the Memorandum of Understanding regarding Supernumerary Shifts referenced in a Supplemental Agreement for Exploits Generation (see Letter of Understanding within the**

Collective Agreement).

The hours of work for regular operators shall average forty (40) hours per week over a cycle of shifts, which shall be achieved by working twelve (12) hour shifts, 0800-2000 hours and 2000-0800 hours. The hours of work for supernumerary operators shall be forty (40) hours per week which shall be achieved by working eight (8) hour shifts, 0800-1600 hours. The starting and quitting times and the day of rest as applicable to all employees involved shall be in accordance with a shift schedule to be posted on the Corporation's bulletin boards at least thirty (30) calendar days before the effective starting date. Shifts shall rotate or alternate on a regular basis. Time balance adjustment will be shown on the master work schedule at the time it is posted.

(a) The shift schedule shall be made up of five shifts.

(b) Shifts shall rotate on a regular basis.

(c) A schedule shall consist of regular operating shifts and supernumerary shift indicating the days, hours of work, and operating positions for each operator in the Station.

(d) Operators working the supernumerary shift shall:

(i) When required relieve the 0800-2000 hours regular operators without notice and without premium rates for the first 8 hours and at double time for the remaining four (4) hours.

(ii) When required, relieve the 2000-0800 shift without notice and receive compensation at double time for all hours worked.

(e) Although the content, preparation, posting, and administration of shift schedule is the sole prerogative of Management, the preference of the operators regarding the types of schedules to be worked will be considered. Where employees feel they have been assigned unreasonable schedules, such schedule shall be considered fit matter for discussion with Station Management.

(f) On promotion within a Station, the individual employee is required to assume the new position without notice or penalty.

(g) Supernumerary shifts themselves may be subject to revision for purposes of training **and vacation relief** providing a minimum of forty-eight (48) hours notice is given. Failure to give the required notice shall require the payment of premium rates for the first eight (8) hours worked into the new schedule.

(h) Changing an operator's designated hours (shift) from the Master Shift Schedule, or reposting to the Master Shift Schedule, except as outlined in paragraph (g), for any reason shall require a minimum of forty- eight (48) hours notice, and in the absence of such notice, premium time will be paid for the first eight (8) hours worked in the new schedule, and the first eight (8) hours in the reposted schedule. Notwithstanding the above, in order to reschedule an employee's days off he/she shall receive not less than forty-eight (48) hours notice before leaving work to commence these days off. In the absence of this notice, he/she shall be paid premium time for any time worked on these days off.

(i) Compensation for working a scheduled shift on a Statutory Holiday shall be eight (8) hours at double time rate in addition to the regular twelve (12) hours pay for the regular shift on that day.

(j) When a Statutory Holiday is observed on an employee's scheduled day off, he/she shall be paid eight (8) hours at his/her regular rate in addition to eight (8) hours pay for that day.

(k) When an employee is required to work overtime on a Statutory Holiday, or on a day granted in lieu, he/she shall receive compensation for the hours worked at double the regular hourly rate applicable to his/her classification and in addition he/she shall be paid eight (8) hours pay for the holiday.

(l) An employee who is called out to work a twelve (12) hour overtime shift, or as the case may be, any portion of a twelve (12) hour overtime shift, will be paid applicable overtime rates for actual work performed or three (3) hours pay at premium rates, whichever is the greater.

(m) Except when a calendar Sunday falls within an employee's days of rest, the second day of rest shall be designated as Sunday. After an employee has worked each eight (8) weeks of regular (12 hour) shift, the fourth day of rest of four (4) consecutive days of rest, immediately following the last working day of regular (12 hour) shift, shall be designated as a Sunday.

(n) If a supernumerary shift operator is required to relieve a regular shift operator without notice, he/she will, wherever possible, be supplied with a meal between the hours of 1600 and 2000.

(o) When an employee is required to perform planned overtime work he/she shall provide his/her own meals. If the work exceeds fourteen (14) continuous hours he/she shall be provided a meal and should the work continue, additional meals on approximately a four (4) hour interval basis.

(p) In case there is any conflict between this Clause 15.03 and any other in this Agreement, then Clause 15.03 will govern.

(q) It is understood that should there be evidence of employee fatigue, deterioration of safety standards, reduction in the present level of efficiency or increased operating costs resulting from the twelve (12) hour shift schedule and the problem cannot be resolved by the Labour/Management Committee, then either the Union or the Corporation may terminate the twelve (12) hour shift schedule within any designated area of the Corporation Operations and return to the eight (8) hour shift schedule upon giving one month's written notice to the other party.

15.04 Diesel System Representatives, Diesel Plant Operators

DSR 1: (2080 hours per year)
Employees shall be required to work on a two-week cycle consisting of a combination of scheduled work days and scheduled days off. Employees shall work a total of eight (8) days of nine (9) hours per day and one (1) day of eight (8) hours per days followed by five (5) days off in a work cycle.

DSR 2: (1612 hours per year)
Employees shall work a total of six (6) days of nine (9) hours per day followed by one (1) day of eight (8) hours per day followed by seven (7) days off in a work cycle. Work performed in excess of 80 hours in the scheduled work cycle shall be paid for at overtime rates. **Benefits will be based on the normal hours of work for DSR2 (i.e., 1612 hours) as stated above.**

If an employee is called back to perform work during his/her scheduled days off, as stated above, he/she shall be compensated for actual time worked at double the regular rate applicable to his/her classification.

Employees shall perform standby duty as assigned by their Supervisor. Employees assigned standby duty shall ensure that they are readily available for work by remaining within their Headquarters Area, being contactable by telephone or leaving information as to where they can be contacted.

Compensation for performing standby duty shall be as follows:

Weekday (Monday-Friday) – 1 hour per day at classification's hourly wage rate
Weekend (Saturday/Sunday)/Statutory Holidays – 1 hour premium per day at classification's hourly wage rate

Statutory holidays shall be compensated for all employees at the regular rate applicable to his/her classification in addition to regular pay for that day.

15.05 With the approval of the Supervisor, Shift employees may exchange shifts provided the employees concerned are in similar classifications and possess equal qualifications. Any exchange in shifts shall not alone be reason for payment of premium rates unless premium rates would have been paid otherwise.

15.06 When shift workers are requested to work two consecutive shifts, excepting the short change shift, they will be paid applicable overtime rates.

15.07 Emergency Response Technicians – Holyrood

Emergency shall be required to work a schedule consisting of ten (10) and fourteen (14) hour shifts providing 24/7 coverage and ten (10) hour shifts providing five (5) day coverage over the course of the year. The movement from one schedule to another will be dependent on the number of units operating in the plant. While two (2) or more units are operational the twenty-four (24) hour shift schedule will be in effect, when less than two (2) units are operational the five (5) day ten (10) hour shift schedule will be in effect.

(1) Two (2) weeks notice will be given to employees to change from the twenty-four (24) hour to ten (10) hour schedule and ten (10) to twenty-four (24) hour schedule;

(2) Hours of work will be based around 2080 hours per year. If time-balancing is required due to the operational requirements it will be completed during the changeover from twenty-four (24) hour to ten (10) hour shifts and vice versa twice each calendar year.

(3) Compensation for working a scheduled shift on a Statutory Holiday shall be eight (8) hours at double time rate in addition to the regular ten (10) or fourteen (14) hours pay for the regular shift on that day.

(4) When a Statutory Holiday is observed on an employee's scheduled day off, he/she shall be paid eight (8) hours at his/her regular rate in addition to eight (8) hours pay for that day.

(5) When an employee is required to work overtime on a Statutory Holiday, or on a day granted in lieu, he/she shall receive compensation for the hours worked at double the regular hourly rate applicable to his/her classification and in addition he/she shall be paid eight (8) hours pay for the holiday.

(6) An employee who is called out to work a ten (10) or fourteen (14) hour overtime shift, or as the case may be, any portion of a ten (10) or fourteen (14) hour overtime shift, will be paid applicable overtime rates

for actual work performed or three (3) hours pay at premium rates, whichever is the greater.

15.08 Non shift employees will be given five (5) days written notice when required by the Corporation to work a shift schedule (based on a requirement for a twenty-four (24) hours work schedule). If written notice is not given the Corporation shall pay the employees involved the applicable overtime rates for all hours worked the first two (2) shifts of the schedule.

This article does not apply in the case of emergency work where overtime as defined in Article 16 would apply.

ARTICLE 16 - OVERTIME

16.01 Overtime as used herein means that part of the actual working time that an employee is required to work outside normal scheduled hours and is, therefore, subject to compensation at double the regular hourly wage rate and covers:

(a) Callout - An employee who is called out for work without notice, except those governed by Clause 15.04 after he/she has left his/her place of employment, will receive not less than three (3) hours pay at premium rates.

Callout time shall be calculated from the time an employee is called, allowing up to a maximum of one hour to report at headquarters or job site, and continue until he/she completes such duty. However, where an employee is on a callout and is required to perform other tasks of an emergency nature before returning home, he/she shall be credited with only one callout.

(b) Planned Overtime - Work performed outside normal scheduled hours for which a minimum of twelve (12) hours advance notification will be given and the employee so affected will be notified prior to the conclusion of his/her workday. Time will be counted from the time the employee arrives at his/her headquarters until he/she finishes work at headquarters.

When an employee works planned overtime on Saturdays, Sundays, or Statutory Holidays, he/she shall receive not less than three (3) hours pay at premium rates.

(c) Unplanned Overtime - Work performed outside normal scheduled hours for which a minimum of twelve (12) hours advance notification has not been given. However, in such cases the employee shall be given notice as

soon as is practicable under the circumstances. In any case, at least two (2) hours advance notification will be given in order to make personal preparation for this overtime work. Time shall be calculated from the time the employee arrives at his/her headquarters until he/she finishes work at headquarters. However, where an employee is working unplanned overtime he/she will receive not less than three (3) hours pay at premium rates.

(d) Extension Overtime - Work performed outside normal scheduled hours as a continuation of the normal work day, without interruption, for which prior notice will not be required. Time will be counted from the normal quitting time until the employee finishes work. Notwithstanding the above, where a particular job is to be continued into overtime at the end of the normal workday, the work will not be interrupted in order to preclude the provision of an overtime meal as required by Clause 16.07(d).

16.02 At the employee's request, he/she 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 his/her 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.

16.03 For the purpose of computing overtime, holidays and approved sick leave shall be considered as time worked.

16.04 When an employee works overtime he/she will receive not less than one (1) hour at overtime rates. Overtime worked in excess of one (1) hour will be rounded upwards to the half hour.

16.05 Overtime, shall, as far as practical, be equitably distributed among employees normally performing the work in the classification, section 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. At least once monthly, the Corporation will post in specified places, a list of overtime worked. If overtime is not shared equally, then employees may be assigned overtime when available. Where present practices have established a shorter interval for overtime posting, that practice will be continued. Effective January 1st of each year, the low person on a particular overtime list will be zeroed, with the remaining list being adjusted proportionately.

New employees and transferred employees to other work locations will be averaged into the overtime list for that section and location.

16.06 When employees are required to remain in the Corporation line camps over weekends they will be required to work and paid applicable overtime rates.

16.07 Meals During Overtime. The purpose of this Clause is to provide sustenance in the form of meals to employees during overtime or emergency work. It is recognized that circumstances may occasionally be such that it is highly impractical to provide meals within the time limits prescribed below. If such circumstances can be foreseen, the Supervisor is empowered to offer the meal prior or subsequent to the time limits. In any event, every effort will be made to provide meals as close as possible to the time they are due.

(a) When an employee performs work under Clause 16.01(a), he/she will be entitled to a meal after working four (4) continuous hours providing overtime is to continue. Additional meals shall be provided on a four (4) hour interval basis after the expiry of the first four (4) hours providing overtime continues after each four (4) hour period thereafter. He/she may be allowed up to thirty (30) minutes to eat a meal, as stated above, at the expiration of each four (4) hour period with no loss of pay. However, no time will be allowed at the expiration of overtime work.

If the callout is prior to the normal workday and less than four (4) hours actually worked, and provided the work continues into the normal workday, he/she shall be entitled to a meal as close as practical to the time he/she starts his/her normal workday. If the meal is provided he/she will be allowed up to thirty (30) minutes to eat the meal.

(b) When an employee performs overtime work under Clause 16.01(b) he/she shall be entitled to a meal after working ten (10) continuous hours (or fourteen (14) hours as per Clause 15.03), and providing overtime is to continue. Additional meals shall be provided on a four (4) hour interval basis after the expiry of the first ten (10) hours (or fourteen (14) hours as per Clause 15.03(o)), providing overtime continues after each four (4) hour period thereafter. He/she may be allowed up to thirty (30) minutes to eat a meal, as stated above, at the expiration of each four (4) hour period with no loss of pay. However, no time will be allowed at the expiration of overtime work.

(c) When an employee performs overtime work under Clause 16.01(c), he/she shall be entitled to a meal after working ten (10) continuous hours providing overtime is to continue. Additional meals shall be provided on a four (4) hour interval basis after the expiry of the first ten (10) hours providing overtime continues after each four (4) hour period thereafter. He/she may be allowed up to thirty (30) minutes to eat a meal, as stated above, at the expiration of each four (4) hour period with no loss of pay. However, no time will be allowed at the expiration of overtime work. For

the purpose of providing overtime meals, any notice of less than two (2) hours will be subject to Clause 16.07(a).

(d) When an employee continues working under Clause 16.01(d), he/she shall be entitled to a meal after working two (2) continuous hours providing overtime is to continue. Additional meals shall be provided on a four (4) hour interval basis after the expiry of the first two (2) hours providing overtime continues after each four (4) hour period thereafter. He/she may be allowed up to thirty (30) minutes to eat a meal, as stated above, at the expiration of the first two (2) hours and each four (4) hour period thereafter with no loss of pay. However, no time will be allowed at the expiration of overtime work.

(e) Effective **April 1, 2014** if the meal cannot be provided the employee will be paid **$18.50** in lieu of the meal.

(f) If an employee is not eligible for a meal under Clause 16.07 a, b, c & d, then an employee who works planned or unplanned overtime prior to the start of the regular day and continues working extension overtime at the end of the regular day and the combination of continuous regular hours and overtime hours exceed ten (10) (or fourteen (14) hours as per Clause 15.03), the employee will be entitled to an overtime meal.

(g) Notwithstanding anything written in Clause 16.07, an employee will not, under any circumstances, be eligible to receive both overtime meals or payment in lieu, and per diem travel expenses concurrently. Therefore, when an employee is eligible for travel expenses he/she must claim the applicable per diem rates as per Article 31. Clause 16.07 will apply only where the per diem rates are not applicable.

ARTICLE 17 - PERIOD OF REST

17.01 Except as provided in Clause 15.04 if an employee is required to work, without notice, during the period between midnight and 0500 hours, the employee will be permitted, where possible, an eight (8) hour rest period before he/she is required to assume his/her regular duties. If any portion of the eight (8) hours occurs within his/her regular hours of work, he/she will be paid, for that time so occurring, at regular straight time rates.

17.02 Notwithstanding the above, where circumstances permit, the Corporation will make every reasonable effort to grant an eight (8) hour rest period to an employee who has worked for fourteen (14) hours in a twenty-four (24) hour period. If said eight (8) hours or a portion thereof occurs within the employee's next scheduled regular eight (8) hours of work, that time so occurring shall, for

pay purposes, be considered as time worked.

17.03 It is understood that in the case of an emergency work, as per Clause 3.10, it may not be possible to comply fully with the above, however, the major consideration must be the safety of the employee.

17.04 This Article shall not apply to employees who are working in accordance with accepted shift schedules.

17.05 Notwithstanding Clauses 17.01 and 17.02, if the employee is unable to be relieved for the eight (8) hour rest period, he/she shall be paid at overtime rates until so relieved.

ARTICLE 18 - STANDBY

The Company will 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 General Manager of TRO or Manager of the Generating Facility will determine if standby is necessary considering operational risk.

OR

2) Alert Level 2 or higher as per System Operating Instruction T-001. This means we are operating outside of our n-1 generation criteria.

18.01 Except where covered by 15.03 or 15.04, employees shall perform Standby when initiated by System Operations. 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;**

c) Standby – Assigned Away from Normal Residence Overnight for Standby Only

- **The standby rate is one (1) hour premium time for every three (3) hours on Standby.**

Note: In Article 18.01 a, b, c, if Standby is required on a Statutory Holiday, the rates double.

18.02 **Qualified persons lowest on the overtime list as per Article 16.05 will be given first opportunity for Standby where Standby is required. The person on Standby for a specific location/area will be the first person called for the specific location/area and are not necessarily the lowest on the overtime list. If no person volunteers, the Standby assignment will be rotated among qualified persons in the location/area where Standby is required, beginning with least senior employee. Overtime lists will be updated bi-weekly. Standby assignment for Exploits Generation will be based on the overtime distribution as per the supplemental agreement.**

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 16.01 (a). Standby pay will not be reduced by actual call-out overtime hours worked.

18.03 **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.**

18.04 **Once assigned Standby, employees will be paid for the duration of scheduled Standby. Employees performing Standby away from Normal Residence Overnight will continue on Standby until such time as they are released and/or able to travel to their normal residence.**

18.05 **Vehicles and required communications equipment will be provided while on Standby.**

18.06 **The Corporation will establish a committee consisting of two (2) members of**

Senior Management and two (2) representatives of IBEW Local 1615 to review the activities of the Corporation with respect to Standby. The committee will meet following the enactment of Standby (unless both parties agree otherwise) to review the process followed.

The costs associated with this committee will be the responsibility of the Corporation.

18.07 **The committee will be responsible for creating terms of reference which will include mutually agreed upon provisions for amending and/or retracting the terms listed in Article 18.01 to 18.06. Discontinuation will result in reverting to the previous contract language whereby Standby and Standby conditions will be subject to negotiations between the Union and the Corporation.**

ARTICLE 19 - TRAVEL TIME

19.01 Employees working from normal headquarters shall be allowed as part of their normal work day, travel time between headquarters and the site of their work.

19.02 Employees stationed away from normal headquarters shall be allowed, as part of their normal work day, the time required to travel from their place of accommodation to their work site, and in addition, they shall be allowed as part of their normal work day, the time required to return from their work site to their place of accommodation or to their headquarters, as the case may be.

19.03 When an employee is required to travel to a job site away from normal headquarters during normal working hours, he/she shall be paid for the time involved in travelling up to a maximum of eight (8) hours per day at his/her regular hourly rate. Employees shall be compensated for travel time at applicable overtime rates when:

(a) He/she is directed by his/her Supervisor to continue travel after regular hours.
(b) Where it is mutually agreed between Supervisor and employee that suitable accommodations are not available making it necessary to continue travelling.

19.04 Notwithstanding any other provisions of Article 19, when employees are working away from their normal headquarters and the Supervisor is satisfied that the assignment or project is complete and there is no further work to be performed in the area, then, by agreement between the majority of the group or crew, the Supervisor will permit the employees to travel home that workday. The employees will be compensated for the travel time occurring outside the normal workday by being allowed to take an equal number of hours off the next normal

workday with no loss of pay or the employees may, rather than take equivalent hours off, be paid **double** time pay for the hours involved, or the employee may be permitted to add any such hours to his/her banked time under Clause 16.02 up to the permissible maximum hours banked under that Clause.

19.05 (a) When an employee is required to work away from his/her normal headquarters for a period exceeding three (3) weeks, the Corporation shall provide him/her with transportation to his/her headquarters every second weekend; the Corporation shall also provide transportation on the return trip to the job site.

(b) Employees who are eligible for a bi-weekly trip to their normal headquarters in accordance with paragraph (a), may have their basic hours of work established on a ten (10) consecutive day basis at eight (8) hours a day, provided it is mutually agreed between the majority of the group or crew concerned and the Supervisor.

(c) Notwithstanding the provisions of this Clause, with mutual agreement between the majority of the group or crew concerned and the Supervisor, employees who are required to work away from their normal headquarters for any period of time which involves weekends, may have their defined normal work week changed to a period of fourteen (14) consecutive days of ten (10) consecutive days on at eight (8) hours a day and four (4) consecutive days off. For the purpose of the determination of this period, the commencement day will be Monday of the first week.

(d) An employee who is eligible for a bi-weekly trip to his/her normal headquarters in accordance with paragraph (a) and (c) will be allowed the necessary travelling time up to four (4) hours to be paid at his/her normal straight time hourly rate for each one-way trip. If transportation facilities necessitate that his/her absence from the job during the regular work hours exceeds the four (4) hour maximum, the employee shall not have any pay deducted from his/her normal work day.

(e) In the case where circumstances beyond the control of the Corporation makes it impossible to travel the employees back to their normal headquarters on the designated weekends under this Clause, the employee will continue working basic normal working hours on the days so occurring and be paid applicable overtime rates.

19.06 It is understood that any combination of hours worked in excess of 8 hours in any one day or forty (40) hours in any one week under Clauses 19.04, 19.05 and 19.09 will be used solely as time off in lieu of pay, hour for hour, and will not, under any circumstances be subject to overtime under Article 16.

19.07 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 **and Labrador**. In such cases, the Corporation will compensate the employee for time travelled outside his/her 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 **and Labrador**, 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 his/her normal workday or work week as defined under Article 15 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.

19.08 Employees travelling to and from work assignments by water borne craft will be paid at premium rates for the hours travelled outside regular daily hours of work in accordance with the following:

1. One and one-half hours before craft's embarkation from employee's original boarding point.

2. One and one-half hours after the craft's arrival at the employee's port of destination.

3. When the employee is on board the craft for three hours or less. In the event the boat is delayed for some unforeseen reason, the employee will receive compensation based on the scheduled sailing time not to exceed the 3 hour maximum.

4. When the employee is on board the craft and a berth is not available.

19.09 Employees who are required to work away from their normal headquarters for any period of time which involves weekends, and provided the job is a minimum of eighty (80) hours duration, may have their defined normal work week changed to a period of fourteen (14) consecutive days of eight (8) consecutive days on at ten (10) hours a day and six (6) consecutive days off. For the purpose of the determination of this period, the commencement day will be on the first day of the ten (10) hour schedule.

In order to work the above schedule, the job, in the estimation of the Supervisor, must be able to be performed practically and reasonably within the ten (10) hour day. The decision to work this schedule must be made prior to leaving

headquarters and must be for the duration of the project. This work schedule may be requested by either party, however, the working of the schedule will be by mutual agreement between the majority of the crew concerned and the Supervisor.

Vacations requested to be taken during the project must be scheduled prior to commencing the project and will be taken in periods of eighty (80) hours. For the purpose of determining vacation days taken under Article 22, the eighty (80) hours shall be considered as ten (10) vacation days taken.

Statutory holidays falling within the project period will be held in abeyance and taken off after the completion of the project at a time that is mutually agreed between the employee and the Supervisor. All Statutory holidays must normally be taken before the end of the Vacation Year, December 31st. If due to the exigencies of the Corporation's operations or if illness or accident prevents the employee from taking these holidays, as specified above, then the employee will be paid an eight (8) hour day's pay at his/her regular rate in lieu of the holidays not taken.

In the event that employees are unable to be brought back to their normal headquarters for the designated weekends under this clause because of circumstances beyond the control of the Corporation, the employees will continue working the basic normal eight (8) hours daily and be compensated at the applicable overtime rates.

Travel time involved in bringing employees back to their normal headquarters and return to the jobsite will be in accordance with Clause 19.05(d).

When two (2) or more crews are working on the same project and all the crews are away from normal headquarters, then they must work the same schedule. Notwithstanding the foregoing, this schedule may be made available to employees resident of the area, provided they are required to work on the same project.

Notwithstanding Clause 16.07, the employee will be eligible to receive an overtime meal after working in excess of four (4) continuous hours overtime after the normal ten (10) hour day.

19.10 Except as provided in Clauses 19.05, 19.07 and 19.09, in the case where circumstances beyond the control of the Corporation make it impossible to travel employees back to their normal headquarters for the week-end, employees will be paid eight (8) hours straight time pay.

19.11 When an employee is required to travel and stay overnight on a normal workday, and the employee so affected was not given a minimum of sixteen (16) hours

notice, they will be paid one (1) hour at overtime rates for the first overnight stay only. This article only applies in situations of planned, routine work assignments and is not applicable in callout overtime situations.

19.12 **Extensive Overnight Absences: The intent of this provision is to recognize the disruption and inconvenience resulting from extensive occurrences of overnight absences from home.**

Employees who have accumulated in excess of eighty (80) overnight absences per calendar year will be paid a one-time lump sum of $500/year in first quarter of the following year. If the employee has accumulated in excess of one-hundred and twenty (120) nights in the same calendar year, an additional $500 will be paid for total of $1000.

ARTICLE 20 - INCLEMENT WEATHER

20.01 If, in the opinion of the Corporation, it is impracticable because of inclement weather, for employees to continue their normal duties, the Corporation may require such employees to perform such other tasks compatible with their trade as may be available or such employees may be instructed in safety methods and procedures and other Corporation policies as may from time to time arise.

20.02 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. Hydro Generation, **Exploits Generation,** Thermal Generation and the Energy Control Center Operators who work beyond their normal twelve (12) hour shift, however, shall continue to operate until they are relieved, and shall be compensated at the applicable rates of pay.

ARTICLE 21 - STATUTORY HOLIDAYS

21.01 Subject to Clause 21.02, 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 the 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. A newly hired employee in his/her initial calendar year of employment will be entitled to one Floating holiday if hired after June 30, and two Floating holidays if hired prior to June 30th.

21.02 In order to qualify for each of the above Statutory holidays, an employee must have worked on the last working day before and the first working day after the Statutory holiday, unless he/she was on authorized leave with or without pay as defined in Clauses 23.01(b), 02, 03, and 09.

21.03 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.

21.04 When a Statutory holiday is observed on an employee's scheduled day off, except as provided for in Clauses 15.03 and 15.04 and such day is not worked by the employee, he/she shall be paid a day's pay at his/her regular rate in addition to his/her normal pay for that day.

21.05 Except as provided in Clauses 15.03 and 15.04 an employee when required to work on a Statutory holiday, or on a day granted in lieu, shall receive compensation for the hours worked at double the regular hourly rate applicable to his/her classification and in addition he/she shall be paid a normal day's pay for the holiday.

ARTICLE 22 - VACATIONS

22.01 The Vacation Year shall be from the first day of January to the thirty-first day of December in each year, both dates inclusive.

22.02 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 eight (8) hours.

Subject to Clause 22.03, employees during their first year of employment shall receive working days of vacation with pay computed in accordance with the following formula:

Vacation	1.25 X Number of months
Entitlement	remaining in the Vacation Year from the date of hire
in days.	rounded upwards to the next whole day.

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.

22.03 In the first year of employment, employees will be entitled to receive vacation leave upon satisfactory completion of the probationary period.

22.04 The scheduling of vacations shall at all times be expressly subject to the exigencies of the Corporation's operations.

22.05 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 (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 37 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.

22.06 A Statutory holiday, as defined in Clause 21.01, that occurs during an employee's vacation will not be deemed a vacation day. If a Statutory holiday, as defined in Clause 21.01, 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 21.02, shall be deemed as time worked.

22.07 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 who 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.

22.08 An employee who is called back to work during his/her vacation shall receive the applicable overtime rate of pay for the days so worked, and have the vacation days so worked, and if, he/she so desires, the balance of his/her vacation rescheduled at a time mutually agreed between the employee and the Supervisor.

22.09 If an employee is ill on the date the vacation is scheduled to start, then, subject to Clause 22.05, 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 during his/her 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 22.05, the employee may utilize the resulting vacation credits then remaining at a time suitable to the Corporation.

22.10 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.

ARTICLE 23 - LEAVE

23.01 Union Business Leave

(a) An employee who is selected by the Union for an Executive position within the Union that requires leave from the service of the Corporation, shall be given the opportunity to arrange a leave, without pay, from the Corporation not exceeding four (4) years 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 him/her 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 he/she is qualified.

In order to retain coverage under the Corporation's benefits in accordance with Article 25 and 26, with the exception of L.T.D., the employee will be required to pay the premium in whole for the period of his/her absence. He/she shall retain his/her seniority with the Corporation as if he/she 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.

Management reserves the right to limit the number of employees attending, and the frequency of such periods of leave.

23.02 Bereavement Leave

In case of death of a close relative, an employee shall be granted Bereavement Leave of four (4) consecutive working days (five (5) consecutive calendar days for an employee working 12 hour shifts), 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 which an employee attends the funeral of the employee's brother-in-law, sister-in-law, aunt, uncle, niece and 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.

23.03 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 his/her 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 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 a Corporation 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 $25.00 upon providing the appropriate receipts.

(ii) notify his/her 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 his/her Supervisor, then an adult living in the household must make the call for him or her. If the Supervisor cannot be contacted, the employee, or the person calling, must then contact a Supervisor or Superintendent within his/her department. In the case where a Supervisor or Superintendent cannot be contacted, then the Manager, or his/her designate, at the employee's headquarters must be called. The Supervisor, Superintendent, Manager or his/her 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) Present a completed "Request for Sick Leave Compensation" form to the Supervisor immediately on return to work, or in the case of extended illness at the earliest possible date as per paragraph (e). The form must be the Corporation approved pre-printed form. When required the Attending Physician's Statement (para. (c)(i)) must accompany the Request for Compensation Form. 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 he/she became disabled, he/she 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,

he/she 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.

23.04 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 his/her duties. In the event that the employee is dissatisfied with the decision of the Corporation's medical practitioner, he/she may consult his/her own doctor. If a conflict of opinion exists between the two medical practitioners, the opinion of a third doctor will be final.

23.05 Maternity Leave. 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 her pregnancy with the employee's request not to be unreasonably denied.

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 her health becomes incompatible with the requirements of her job.

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.

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 22.05, 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 her former position and will receive any new increased salary rate or step that would affect her classification rate.

During the Maternity Leave, 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 (e.g., Computer, Canada Savings Bond, Home, Auto Insurance).

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.

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;

An employee who qualifies for the Supplemental Benefit will receive the following payments:

a. For the first two weeks of leave, 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;

b. 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;

c. In order to receive the Supplemental Benefit described herein the employee must provide the Human Resources Department a copy of the EI benefit statement.

An employee will not be entitled to Supplemental Benefits in the following circumstances:

a. The employee has been dismissed or suspended without pay;

b. The employee has terminated employment through resignation;

c. The employee is on approved leave of absence, other than maternity leave, without pay;

d. The employee is not eligible for EI benefits;

e. The employee is receiving short or long term disability benefits under the Company's Disability programs.

The employee may return to duty after two (2) weeks' notice of her intention to do so on submission of a satisfactory certificate of fitness from her physician.

23.06 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 23.05.

23.07 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 thirty-five (35) continuous weeks which shall commence:

(a) in the case of a female employee on the expiration of Maternity or Adoption Leave. Notwithstanding the above, a female employee may utilize her remaining vacation entitlement and/or approved vacation carryover immediately following Maternity Leave but prior to the taking of Parental Leave. 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 a male employee within thirty-five (35) weeks of the date that the child is born or comes into his 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 23.05.

23.08 Education Leave

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

(a) Prior approval by his/her Department Manager and the Human Resources Division on the recommendation of his/her 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 his/her knowledge and skills which could qualify him/her for promotional opportunities within his/her 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 Group Insurance Plan. No rebate will be paid for such full time studies.

23.09 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 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.

23.10 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, 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 22.05, 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 his/her former position and will receive any new increased salary rate or step that would affect his/her 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 (e.g., Computer, Canada Savings Bond, Home, Auto Insurance).

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

ARTICLE 24 - SEVERANCE & RETIREMENT COMPENSATION

24.01 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 **April 1, 2014.**

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.**

24.02 Current and future Term/Temporary employees will receive severance and retirement compensation per the **Nalcor Energy** Policy on Termination Remuneration. 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

(b) have reached age sixty (60), **with 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.

24.03 To be eligible for compensation under article 24.02 an employee must have relinquished all recall rights under article 38.02 **(h)**.

ARTICLE 25 – PENSION

25.01 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 26 – GROUP INSURANCE BENEFITS

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

26.02 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.

26.03 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 27 - TOOLS, EQUIPMENT AND PROTECTIVE CLOTHING

27.01 Each employee shall provide such clothing as are necessary to perform the work associated with his/her classification. The Corporation will replace such clothing at no cost to the employee when working under abnormal conditions whereby his/her clothing has been destroyed or rendered unfit for further use, providing the employee has taken all the necessary precautions under the Corporation's safety standards and regulations and was wearing the necessary protective clothing issued by the Corporation under Article 27.

However, the Corporation shall issue protective clothing and equipment (to corporate standard where applicable) which it deems to be of a specialized nature in accordance with the following:

(1) The Corporation agrees to issue, on a personal basis, the following protective clothing and equipment for an employee when such equipment or clothing are required in the performance of his/her normal duties:

(a) Hard hats with liners.
(b) Safety glasses with cases.
(c) Hearing protection devices.
(d) Conductive sole boots.
(e) Ski-doo helmets and goggles.
(f) Work gloves with liners.
(g) Flame resistant coveralls, or equivalent two-piece clothing, raingear, **and inside FR clothing**.
(h) Coveralls **or equivalent two-piece non-FR clothing.**
(i) In addition, the Corporation will pay the following annual allowance towards the purchase of the employee's safety footwear effective:

Effective April 1, **2014**: $400.00

Notwithstanding the foregoing, the Corporation will pay an annual allowance of **$200.00** towards the purchase of Drafter/CAD Technologists safety footwear.

(2) The Corporation agrees to issue the following to an employee when he/she is required to work in abnormal conditions under which his/her clothing might be destroyed or rendered unfit for further use:

(a) Rain gear.
(b) Protective clothing for battery maintenance, handling acids and chemicals.
(c) Protective clothing for welding.
(d) Rubber boots.
(e) Coveralls with the appropriate CSA standard reflective striping.
(f) Shop coats.
(g) Flame retardant coveralls, or equivalent two-piece clothing **and inside FR clothing.**

27.02 The Corporation will issue snowmobile suits to employees who are required to use snowmobiles in the course of their duties.

27.03 Protective clothing and equipment issued to an employee by the Corporation shall remain the property of the Corporation and the employee shall take due and diligent care thereof and shall be responsible for same. The Corporation shall, upon return of the issue, replace worn and defective items.

27.04 The Corporation agrees to supply, at cost, to employees upon request safety boots and shoes, rain gear, and other protective clothing. Reimbursements of these costs may be arranged through payroll deductions.

27.05 The Corporation agrees to issue to an employee such tools that are required in the performance of his/her duties. Tools so issued shall remain the property of the Corporation and the employee shall take due and diligent care thereof and shall be responsible for same. The Corporation shall, upon return of the issue, replace worn and defective tools.

27.06 The Corporation will replace at no cost to the employee lost or stolen Corporation issued protective clothing, equipment and tools, except as provided in Clause 27.04, providing the employee provides proof to the satisfaction of the Corporation that the protective clothing, equipment and tools were lost or stolen through no fault of the employee, and that all precautionary measures had been taken to ensure that the lost or stolen items were secure. The Corporation reserves the right to conduct its own investigation.

ARTICLE 28 - SAFETY

28.01 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.

28.02 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.

28.03 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.

ARTICLE 29 - SENIORITY

29.01 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 **NL Hydro, a Nalcor Energy Company.**

29.02 There will be three types of seniority:

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

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) Classification Seniority is the total length of permanent employment an employee has with the Corporation within a classification.

(c) Corporation Seniority is the total length of permanent employment an employee has with the Corporation from the date recognized as the original date of hiring.

29.03 Permanent employees on layoff status will retain but will not accrue any seniority.

29.04 Employees will lose all seniority they have established under Clause 29.02 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 24.01 or 29.07.
(f) An employee will lose Bargaining Unit and Classification Seniority when transferred to a non-union position.

29.05 (a) In the event of layoff, 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 29.05(a) may exercise their Bargaining Unit Seniority to displace the most junior employee in their classification in this Bargaining Unit.

(c) Employees laid off under Clauses 29.05(a) or (b) may exercise their Bargaining Unit Seniority to displace the employee with the least Bargaining Unit Seniority within their pay grouping under Schedule A in the geographic location where the employee normally works provided the employee meets the requirements of the Standard Job Posting for the classification of the employee so displaced.

(d) Employees laid off under Clauses 29.05(a), (b), or (c) may exercise their Bargaining Unit Seniority to displace the employee with the least Bargaining Unit Seniority below their pay grouping under Schedule A in the geographic location where the employee normally works provided the employee meets the requirements of the Standard Job Posting for the classification of the employee so displaced.

(e) For the purpose of layoff under Clause 29.05(a), (b), (c), or (d) the following classifications will be grouped in the Operations Sections as follows:

Group A- Lead Thermal Plant Operator
Thermal Plant Operator
Thermal Plant Operator Training (IV, III, etc.)

Group B- Lead Hydro Plant Operator
Hydro Plant Operator (Remote)
Hydro Plant Operator

Group C- Within disciplines identified in Clause 8.03(a)
Technologist
Technician IV, III, etc.

It is understood that the employee laid off in one classification in one of the above Groups will be given the opportunity of displacing an employee with less Bargaining Unit Seniority in a lower classification in that Group.

(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 24.

(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.

29.06 Employees laid off under Clause 29.05(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 Labour Relations Department.

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.

29.07 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.

29.08 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 24.

29.09 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 29.02, 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, he/she 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.

ARTICLE 30 - VACANCIES AND NEW POSITIONS

30.01 **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 a 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.

30.02 The solicitation of applications for any vacant position shall not obligate the Corporation to appoint any applicant 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 29.03, will be selected in the following order of priority:

(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) The applicant within this unit with the most Bargaining Unit Seniority.

(c) In the case of (b) above, if Bargaining Unit Seniority is equal between two or more applicants, then Corporation Seniority will be the deciding factor.

30.03 (a) Notwithstanding the provisions of Clause 30.02, the Corporation will give preference in the job selection process to qualified applicants within this Bargaining Unit who are being laid off in accordance with Article 24, or 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 he/she shall retain the rate of the classification he/she has vacated and that rate will 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 within that classification within the employee's original geographic location should such a vacancy occur.

30.04 (a) If the job posting is not filled as outlined in Clauses 30.02 and 30.03, then qualified applicants who are permanent employees of the Office Workers Bargaining Unit will be selected in accordance with the sequence of events under Clause 30.02.

(b) If the job posting is not filled as outlined in Clauses 30.02 and 30.03 or 30.04(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 30.02 and 30.03, or 30.04(a) and 30.04(b), the Corporation will give consideration for permanent employment to qualified applicants who are temporary employees and members of this Bargaining Unit.

30.05 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.

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

ARTICLE 31 - TRAVEL EXPENSES

31.01 Authorization to Travel

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

31.02 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 of 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.

31.03 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.

31.04 Room and Board. In case where it is more practical to do so, and subject to approval by his/her 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, **$50.00** per day to cover the cost of lodgings. In addition, he/she may claim the per diem allowance, as applicable under Clause 31.05, to cover meals, telephone calls, laundry, gratuities, and other incidentals.

31.05 Meal Rates and Sundries

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

Island of Newfoundland	Labrador and Other
$62.00 (Meals only **$54.00**)	**$65.00** (Meals only **$57.00**)

(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:

Island of Newfoundland		Labrador and Other
$12.00	Breakfast	$13.00
$17.00	Lunch	**$18.00**
$25.00	Dinner	**$26.00**

Incidentals: $8.00

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

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

31.08 An employee will be eligible to be reimbursed for travel expenses when he/she travels from his/her normal headquarters and such travel takes him/her outside his/her normal work area.

For the purpose of this Clause normal headquarters is understood to be that location at which the employee normally reports to commence his/her regular workday, and normal work area is understood to be that area which the employee normally maintains as defined by Schedule "C".

However, if an employee is required to be away from home overnight, he/she will be eligible to be reimbursed under the per diem allowance beginning with the lunch meal the first day, providing the employee commences travel prior to mid-day.

Notwithstanding the provisions of this Clause, employees attending Corporation sponsored seminars and courses away from their normal headquarters will be eligible for the applicable travel expenses.

31.09 Employees who are required to cook for themselves while staying **overnight** in line camps, company trailors, company leased, or company rented properties will be provided an allowance of $10.00 per **day**.

ARTICLE 32 - RELOCATION EXPENSE

32.01 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 him/her to relocate to another location as a result.

(c) An employee is directly affected by position redundancy and exercises displacement rights under Clause 29.05(b).

32.02 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 his/her relocation to seek reimbursement under this clause. However, in the event of extenuating circumstances, by mutual agreement, the time frame may be extended.

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

ARTICLE 33 - COMMUNICATIONS

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

Newfoundland & Labrador Hydro
P. O. Box 12400
St. John's, Newfoundland
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

ARTICLE 34 - LABOUR-MANAGEMENT COMMITTEE

34.01 A joint Labour-Management Committee will be established for the purpose of discussing matters of mutual interest other than formal grievances.

34.02 The Committee will be comprised of three Union and three Management representatives with the understanding that, by mutual agreement, other personnel can be brought into these meetings from time to time. The Chair will alternate between Union and Management. The Corporation will provide secretarial services.

34.03 Meetings will be held quarterly. By mutual agreement, meeting times may be altered and additional meetings may be held.

34.04 Union representatives will be given leave, with pay, to attend these meetings. Overtime and expenses will not be paid by the Corporation.

ARTICLE 35 - TERM

35.01 This Agreement shall be effective from the first day of April, **2014** to the thirty-first day of March, **2018**, both dates inclusive, and shall continue in full force and effect until such time as a successor Agreement shall be concluded.

ARTICLE 36 - ABROGATION

36.01 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 37 - SUBJUGATION

37.01 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 38 - TEMPORARY EMPLOYEES

38.01 Temporary employees as defined by Clause 3.09 of this Agreement will form part of the Bargaining Unit as defined by a Certification Order issued by the Labour Relations Board on September 25, 1985.

38.02 Temporary employees will be governed by the terms of this Agreement with the following exceptions:

(a) 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. Their future return will not require them to undergo another probationary period as temporary employees. If during, or at the end of, such period the Corporation judges that employees are unsatisfactory their employment may be terminated.

(b) Clause 16.05 - Equalization of Overtime

Overtime will, as far as practical, be equitably distributed among

permanent and temporary employees who are assigned as a crew to do a particular job in that classification, section and location. Temporary employees will not be called out to do trouble calls unless permanent employees are not available. Temporary employees performing a particular job during regular work hours will be given the opportunity of continuing that job into overtime hours providing it does not affect an overtime opportunity for a permanent employee working on the same job.

(c) Article 21 - 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 eighty (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.

If the employee works in excess of six (6) continuous months in any one Calendar Year, he/she will be entitled to one (1) day's pay in lieu of the floating holiday, for which he/she will be paid upon termination.

Notwithstanding the above, Construction temporary employees (Senior Line Inspectors and Line Inspectors) engaged on designated construction projects will, as required by the project schedule, be required to work on the holiday and will be paid a Statutory Allowance of eight (8) hours at his/her regular rate in addition to regular pay for time worked on the holiday.

(d) Article 22 - Vacations

Vacation pay will be earned on the basis of time worked at the rate of 6% of gross earnings and will be paid on each regular pay cheque.

Normally, leave of absence is not extended to temporary employees. However, employees who are employed for extended continuous periods of time in excess of six (6) months may be granted leave, without pay, not to exceed two (2) weeks in any one year. Subject to the approval of the Supervisor, such leave may be granted, provided it does not interfere with work plans or vacation schedules.

(e) Article 23 - Leave

Temporary employees are not eligible for leave under Article 23 with the exception of:

Clause 23.02 - Bereavement Leave;

Clause 23.03 - 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; and

Clause 23.09 – Family Responsibility Leave as per the following: If the employee works in excess of **two (2)** cumulative months in any one Calendar Year, he/she will be entitled to one (1) day (7.5/8 hours) of Family Responsibility Leave to attend to 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; meetings with school authorities; home or 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.**

(f) Article 26 – Group Insurance Benefits

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

1. Accidental Death & Dismemberment - $50,000

Temporary employees, who have accumulated twelve months (2080 hours) 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.

(g) Article 27 - Tools, Equipment & Protective Clothing

Temporary employees will be required to provide their own hand tools ascribed to their trade. These employees will also provide their own safety footwear and other protective clothing and equipment, except that the Corporation will provide protective clothing and equipment as listed and under the conditions stated in Clauses 27.01(1) (a to g) and 27.01(2).

Temporary employees who have accumulated twelve (12) months (2080) hours of service, prior to the effective date of this Agreement, and currently on payroll or subsequently rehired, will be eligible for protective clothing and footwear allowance as per Clause 27.01(h), and after each accumulation of 2080 hours thereafter.

(h) Article 29 - Seniority

Temporary employees will accrue seniority for the purpose of layoff and recall to temporary employment. 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 job 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.

A temporary employee will lose his/her 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 his/her 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.

(i) Article 30 - Vacancies and New Positions

Except as provided in Clause 30.04(b).

(j) Article 32 - Relocation Expenses

(k) Article 40 - Employee Educational Assistance

(l) Construction temporary employees (Senior Line Inspectors and Line Inspectors) are exempted from the provisions of Articles 15 and 16. The hours of work for Senior Line Inspectors and Line Inspectors will be established by the Project Supervisor and scheduled over a two (2) week period. The reporting point(s) for each employee will be as established by the Project Supervisor on a regular basis. Compensation for the first eighty (80) hours in the two (2) week period will be at his/her regular rate. Compensation in the next forty (40) hours worked in the two (2) week period will be at one and one half (1 ½) his/her regular rate and at double (2) his/her regular rate for all remaining hours worked in the two week period. Compensation for working on a scheduled day off will be at double (2) his/her regular rate.

(m) Construction Temporary employees (Senior Line Inspectors and Line Inspectors) engaged on designated construction projects are exempted from the provisions of Articles 19 and 31 except as provided for in Schedule "E" - Travel and Field Allowances for Designated Construction Projects. The reporting point(s) for each employee will be as established by the Project Supervisor on a regular basis.

ARTICLE 39 - DISCHARGE AND DISCIPLINE

39.01 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 he/she

has been discharged for other than just cause, he/she may commence action as per Clause 11.04 of the grievance procedure.

39.02 Discipline

An employee who has written disciplinary action taken against him or her, shall be provided with the original notice stating the reasons for the discipline. A copy of the notice will be placed on his/her personnel file. If the employee considers he/she has been disciplined for other than just cause, he/she may file a written grievance as per Clause 11.02 of the grievance procedure.

39.03 Letters of discipline shall not be referred to or used against the employee after twenty-four (24) months.

Upon written request of the employee, the letter of discipline will be removed from their personnel file following the expiry of the twenty-four (24) month period.

ARTICLE 40 - EMPLOYEE EDUCATIONAL ASSISTANCE

40.01 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) his/her Department Manager on the recommendation of his/her 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.

40.02 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.

40.03 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 his/her 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 41 - CONTRACTING OUT

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

(b) The Corporation will establish a committee consisting of **three (3)** members of Senior Management and **three (3)** representatives of IBEW Local 1615 to review the activities of the Corporation with respect to contracting out. The objective of the committee is to ensure that the parties to the Collective Agreement have a shared understanding of the issues involved in minimizing the Corporation's costs. **There will be an initial meeting on Contracting Out by the end of November and a follow up meeting by the end of January.**

ARTICLE 42 - LABRADOR BENEFITS

42.01 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 North West River Sheshatshiu Wabush Labrador City Churchill Falls	**April 1, 2014** **April 1, 2016**	**$3,125** **$3,250**	**$6,000** **$6,150**

Group 2	Date	Single	Dependent
Red Bay L'Anse au Loup L'Anse au Clair Forteau 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 Davis Inlet Nain	**April 1, 2014** **April 1, 2016**	**$3,700** **$3,800**	**$7,250** **$7,400**

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 his/her 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 his/her dependent(s):

Group 1 **$800** for employee and **$600** for each dependant
Group 2 **$900** for employee and **$700** for each dependant

(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 his/her 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 his/her 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.

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

NEWFOUNDLAND AND LABRADOR HYDRO

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LOCAL 1615 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS UNION

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SCHEDULE "A" - HOURLY WAGE RATES

CLASSIFICATIONS BY PAY GROUP	Apr. 1/14	Apr. 1/15	Apr. 1/16	Apr. 1/17
GROUP 13	**$43.08**	**$43.95**	**$44.83**	**$45.72**
Lead Thermal Plant Operator Lead Customer Services Technologist				
GROUP 12	**$41.12**	**$41.94**	**$42.78**	**$43.63**
Thermal Plant Operator Technologist System Operator Lead Hydro Plant Operator Hydro Plant Operator (Remote)				
GROUP 11	**$39.24**	**$40.03**	**$40.83**	**$41.64**
Electrician/Operator Mechanic/Operator Hydro Plant Operator System Operator (Trainee)				
GROUP 10	**$37.42**	**$38.17**	**$38.93**	**$39.71**
Electrical Maintenance “A” Mechanical Maintenance “A” Line Worker “A” Stores Repair Worker Sr. Line Inspector Distribution Field Representative Building Custodian Emergency Response Technician				
GROUP 9	**$34.52**	**$35.21**	**$35.91**	**$36.63**
Carpenter				

	Apr. 1/14	Apr. 1/15	Apr. 1/16	Apr. 1/17
GROUP 8	**$31.60**	**$32.23**	**$32.88**	**$33.53**
Terminal Maintenance "A" Diesel System Representative* Heavy Equipment Operator				
GROUP 7	**$29.87**	**$30.47**	**$31.08**	**$31.70**
General Maintenance "A" (Salvage Stores) Electrical Maintenance "B" Mechanical Maintenance "B" Line Worker "B" Diesel Plant Operator (Standby Plant) Driver Groundworker				
GROUP 6	**$28.38**	**$28.94**	**$29.52**	**$30.11**
General Maintenance "B" Terminal Maintenance "B" Diesel Plant Operator Line Inspector Stores Worker				
GROUP 5	**$26.93**	**$27.47**	**$28.02**	**$28.58**
Electrical Maintenance Helper Mechanical Maintenance Helper				
GROUP 4	**$25.60**	**$26.11**	**$26.63**	**$27.16**
Industrial Cleaner				
GROUP 3	**$24.33**	**$24.82**	**$25.31**	**$25.82**
Utility Worker** Security Guard** Cook**				

	Apr. 1/14	Apr. 1/15	Apr. 1/16	Apr. 1/17
GROUP 2	**$23.08**	**$23.54**	**$24.01**	**$24.50**
GROUP 1	**$21.96**	**$22.40**	**$22.85**	**$23.30**

Labourer

Former Forebay Attendant (Exploits) is included in General Maintenance B Classification and former Riverman (Exploits) is included in Utility Worker Classification (Group 3) above.

*Diesel System Representative (Trainees) shall be paid in accordance with the following percentage schedule of the Diesel System Representative rate based on the successful completion of **the Diesel Plant Operator Training and the Diesel System Representative Training Programs. DSRs must successfully complete the DPO program to be eligible to participate and progress as a DSR Trainee. DSR Trainees will receive the following increases based on their successful completion of one of four modules as outlined below:**

Module 1	92.5%
Module 2	95%
Module 3	97.5%

**Temporary, term or permanent employees in these classifications hired prior to May 1, 2009 will be paid per Pay Group 4 wage schedule.

Power Engineers in Thermal Generating plants will receive four (4) percent of their classification rate of pay for each ticket they acquire above the ticket required for their position (Classification).

Technician/Thermal Plant Operator and Apprentice rates are applied as listed:

Technicians and Thermal Plant Operators shall participate in a 4-year program and shall be paid in accordance with the following percentage schedule of the Technologist/Thermal Plant Operator rate.

Technician I/TPO (Training) I	**70** percent
Technician II/TPO (Training) II	**75** percent
Technician III/TPO (Training) III	80 percent
Technician IV/TPO (Training) IV	90 percent

Line Worker, Electrical and Mechanical Apprentices shall participate in a 4-year program and shall be paid in accordance with the following percentage schedule applicable to the respective "A" classification:

1st 6 months	70 percent	6th 6 months	85 percent
2nd 6 months	73 percent	7th 6 months	90 percent
3rd 6 months	76 percent	8th 6 months	95 percent
4th 6 months	79 percent		
5th 6 months	82 percent		

Hydro Plant Operator Apprentices shall participate in **the Corporation's Private Plan of** Training **for Power System Operators** and shall be paid in accordance with the following percentage schedule of the Hydro Plant Operator rate:

Hours Completed	% of Journeyperson Rate of Pay
0 Hours (Starting)	**80.0%**
1000 Hours	**85.0%**
2000 Hours	**95.0%**
3000 Hours	**97.5%**
Journeyperson	**100.0%**

Internal transfers into the Power Systems Operator Apprenticeship program from qualifying classifications (as defined in the Private Plan of Training) who have two years of experience within the Corporation shall participate in a 2000 hour program and shall be paid in accordance with the following percentage schedule of the Hydro Plant Operator rate:

	% of Journeyperson Rate of Pay
Starting rate	**95.0%**
1000 Hours	**97.5%**
Journeyperson	**100.0%**

Emergency Response Technicians shall be paid in accordance with the following percentage schedule of the Emergency Response Technician rate.

Technician I	80%
Technician II	85%
Technician III	90%
Technician IV	95%

SCHEDULE “B" - WAGE PREMIUMS AND ALLOWANCES

(a) Lead Hand rate and Permit Holder rate will be 8**%** of employees base wage rate.

(b) Height pay for the structures listed will be compensated for at double time above the classification rate.

Surge Tanks – Bay d’Espoir
Smoke Stacks – Holyrood Plant
Grand Lake Crossing – Large Span, Short Span
Communications Towers in excess of 80m in height
Ramea Wind Turbines

(c) Shift Differentials for shift operators in fully attended plants/stations will be:

Effective **April 1, 2014**:

1600 hrs
to **$1.80 per hour ($1.90 in 2017)**
0800 hrs

Shift Differential applies to regular shifts only and will not be paid for hours worked when overtime rates are paid for such hours of work.

SCHEDULE “C" - NORMAL WORK AREAS

This Schedule indicates the normal working areas for the purposes of eligibility for reimbursement of travel expenses per Clause 31.08.

TRANSMISSION & RURAL OPERATIONS

(1) Labrador Region

This Region includes all Corporation facilities on the coast of Labrador from Black Tickle in the South to Nain in the North and from Mud Lake in the East to Labrador City in the West.

(2) Northern Region

Line Crews

Labrador Area: All Corporation facilities on the coast of Labrador from Norman Bay in the North to L’Anse au Loup in the South.

St. Anthony Area: All Corporation facilities from St. Anthony Airport in the West to St. Anthony in the East and the eastern side of the Great Northern Peninsula to Englee in the South.

Flowers Cove Area: All Corporation facilities on the western side of the Great Northern Peninsula from St Anthony airport in the North to Castors River in the South.

Port Saunders Area: All Corporation facilities on the western side of the Great Northern Peninsula from Castors River in the North to Bellburns in the South.

Rocky Harbour Area: All Corporation facilities on the western side of the Great Northern Peninsula from Bellburns in the North to Deer Lake in the South.

Other Maintenance Crews

Crews based in St. Anthony: Labrador and St. Anthony areas described above. Crews based in Port Saunders: Flowers Cove, Port Saunders, and Rocky Harbour areas described above.

(3) Central Region

Western Area: All Corporation facilities from Deer Lake in the North-East to Port Aux Basques in the South, and the south coast of Newfoundland to Francois in the East.

Central Area: All Corporation facilities from Harbour Deep in the North to Deer Lake in the West to Goobies in the East to Bay d'Espoir in the South, and the south coast of Newfoundland from Rencontre East in the East to McCallum in the West.

Eastern Area: All Corporation facilities from Goobies in the West to St. John's in the East.

(4) St. John's

City of St. John's and Metropolitan area.

PRODUCTION

(1) Hydro Generation

All Corporation facilities located in Bay d'Espoir, Upper Salmon, Hinds Lake, Snook's Arm, Venam's Bight, Cat Arm and Paradise River including the reservoirs and structures associated with the above. (Venam's Bight is located between Round Harbour and Tilt Cove)

(2) Thermal Generation

All Corporation facilities at the Holyrood Thermal Generating Plant.

(3) Network Services

Western Area: based in Deer Lake, all Corporation facilities from St. Anthony and L'Anse au Loup to the North, Doyles to the West, Burgeo to the South and Bishop's Falls to the East.

Central Area: based in Bishop's Falls, all Corporation facilities from Bishop's Falls to Bay d'Espoir and Harbour Breton to the South, including Burnt and Victoria Dams, and from Bishop's Falls to South Brook Terminal Station in the West and Bishop's Falls to Terra Nova in the East.

Eastern Area: based in St. John's, all Corporation facilities on the Avalon Peninsula, Sunnyside and East, Burin Peninsula.

(4) St. John's

City of St. John's and Metropolitan area.

(5) Exploits Generation

All Corporation facilities located in Bishop's Falls, Grand Falls-Windsor, Buchans, Millertown Dam, Goodyear's Dam, and Twin Lakes Dam.

SCHEDULE “D" - UNIFORMS - SECURITY GUARDS

The Corporation will issue, free of cost, the following uniforms to security guards at Bay d’Espoir.

1 Jacket (tunic)
2 Pairs Trousers
2 Shirts - winter
2 Shirts - summer
2 Ties
1 Cap
1 Pair Shoes
1 Rainsuit
1 Pair winter mitts and liners
1 Winter parka
1 Snow pants

Any of the items listed above will be replaced when it is worn out or damaged beyond repair, and upon presentation to the Supervisor.

Security guards are required to wear full uniforms during working hours. Uniforms, partial or all, are not permitted to be worn when the guards are not on duty.

All clothing issued to the guards by the Corporation shall remain the property of the Corporation and the employee will take due and diligent care thereof and shall be responsible for same.

When an employee ceases to be a security guard all items applicable to the above list will be returned to the Corporation.

SCHEDULE “E" - TRAVEL AND FIELD ALLOWANCES
Designated Construction Projects

1. Applicability

Unless provided for elsewhere entitlement to the travel and field living allowances provided for herein does not apply to:

(a) employees temporarily assigned to a designated construction project site located approximately the same distance from their normal place of residence as their regular work place unless an identifiable extra expense is imposed on the employee by reason of the temporary assignment;

(b) employees working at a designated construction project site located within, approximately, seventy (70) kilometres of their normal place of residence; or

(c) employees hired in the local designated construction project area.

2. Relocation Expenses

Employees engaged on designated construction projects will be provided, or be reimbursed for, a reasonable mode of travel to and from the reporting point(s) at the beginning and at the end of the designated construction project.

3. Accommodation and Living Allowance Entitlements

The Project Supervisor will determine the appropriate accommodation and living allowance entitlements for a designated construction project based on the following guidelines:

(a) When fully serviced accommodations are provided, all employees assigned to a designated construction project site will be provided with accommodations and meals on a no-charge basis. In addition, while actually at the designated construction project site, each employee will be paid an overnight allowance to cover telephone calls and other incidental expenses in accordance with Article 31 of the Collective Agreement. When the Hydro Group's camps or other fully serviced accommodations are made available, the duration of the assignment will not be a consideration and deviations from the requirement to use the accommodations must be justified to and approved, in advance, by the Project Supervisor.

(b) As determined by the Project Supervisor, employees who are assigned to a

designated construction project site for two (2) months or less, which does not have accommodation facilities provided, will either: be granted the monthly living allowance provided for in Table 1 - Section 2; or be remunerated for expenses in accordance with Article 31 of the Collective Agreement.

(c) Employees assigned to a designated construction project site with accommodations provided, but with no food supplied, for a period exceeding two (2) months, shall be required to stay in the accommodations provided and will be granted an allowance in accordance with Table 1 - Section 1. If the designated construction project is for a period of two (2) months or less, as determined by the Project Supervisor, the employee will be governed by either the foregoing or will be remunerated for expenses in accordance Article 31 of the Collective Agreement.

(d) Employees who are assigned, for a period exceeding two (2) months, to a project site which does not have accommodation facilities provided shall, at the discretion of the Project Supervisor, be granted an allowance in accordance with Table 1 - Section 2 or be remunerated for expenses in accordance with the Collective Agreement for a reasonable period, generally not exceeding three (3) weeks, to allow them time to perform their work while making other arrangements for accommodations. After this period, they will be granted an allowance in accordance with Table 1 - Section 2.

TABLE 1 - "ALLOWANCES"

(1) Monthly Allowance of 66% of per diem rate in Clause 31.05(a) (when accommodations provided without food).

(2) Monthly Living Allowance of 100% of per diem rate in Clause 31.05(a) (accommodations, meals, telephone & incidentals).

(3) Personal vehicle use shall be reimbursed at the rate established in Clause 31.02. (Employee shall be fully responsible for liability insurance protection).

4. Travel Allowance

(a) Entitlement

Subject to Section 1.1, employees engaged on designated construction projects will be paid a travel allowance to facilitate periodic trips home. The allowance may be satisfied by one of the following methods:

- Subject to approval by the Project Supervisor, reimbursable air travel; or

- personal arrangements/vehicle usage reimbursed at the currently approved rate per kilometre in accordance with Table 1 - Section 3 for the distance between the employee's normal residence and the project site as determined by the Project Supervisor to a maximum of equivalent airfare; or

- Subject to approval by the Project Supervisor, Hydro Group vehicle. (In such instances the vehicle usage shall be restricted to the travel from and to the designated construction project site.)

(b) Frequency

Provided the designated construction project assignment is not less than three (3) weeks, employees shall normally be entitled to the specified travel entitlement every two (2) weeks. However, no travel allowance will be granted if the employees' project site assignment is scheduled to be completed in the week following the travel entitlement weekend.

(c) Travel Time

After hours travel will be limited to compensation at straight time rates, to a maximum of four (4) hours, and subject to the approval of the Project Supervisor.

SCHEDULE "F" - UNIFORMS – EMERGENCY RESPONSE TECHNICIANS
HOLYROOD

Emergency Response Technicians are to be issued clothing (at no cost to the employee) IAW latest edition, applicable National Fire Protection Association (NFPA) codes and standards. Emergency Response Technicians are not eligible for clothing allowance as outlined in Article 27.01 (i).

Clothing issue for ER Technician

- Three (3) pairs FR work pants
- Three (3) FR long sleeve shirts
- One (1) belt
- One (1) pair certified NFPA, CSA, ASTM boot (black)
- Two (2) pair FR/ Nomex coveralls
- Rain gear
- Two (2) inside shirts
- Winter jacket
- Snow pants

SCHEDULE "G" - CLOTHING – STORES WORKERS

Non Flame Retardant Overalls and Jackets
Rain Gear
Winter Snowmobile Suit
Chainsaw Boots for Trained Worker
Hoodie

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: **Apprentice,** Term and Temporary Employees - Job Postings

Dear Mr. Lane:

This letter will confirm our understanding regarding the above.

Active **Apprentice**, 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 30 – Vacancies and New Positions such that they will be given hiring preference over external candidates.

Yours truly,

_____

Michael Roberts
Vice President, Human Resources and Organizational Effectiveness (Acting)

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 30.05 of the Operations 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,

_____

Michael Roberts
Vice President, Human Resources and Organizational Effectiveness (Acting)

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 (EMR 11).

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. Initial Adjustment – October 1, 2005
   a) The 'base kilometer rate' shall be adjusted effective October 1, 2005 based on the difference in the 'fuel price' on October 1, 2005 and the 'base fuel rate' multiplied by 1/10.
      ('fuel price' on October 1, 2005 – $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 Dates (Quarterly Adjustments)
   Effective January 1, 2006, the kilometer rate shall be adjusted, based on the 'Adjustment Formula', on a quarterly basis on the following dates each year:
   January 1st, April 1st, July 1st , October 1st

8. Adjustment Formula
   a) The 'base kilometer rate(s)' shall be adjusted (up or down) on each of the 'adjustment dates' based on the difference in the 'fuel price' on the 'adjustment date' and the 'base fuel rate' multiplied by 1/10.
      ('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).

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

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

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, 2014.

Yours truly,

_____
Michael Roberts
Vice President, Human Resources and Organizational Effectiveness (Acting)

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: Use of Corporation Vehicle

Dear Mr. Lane:

This will confirm our understanding regarding the above.

The Corporation agrees to permit employees who are working under Clause 19.05(a) the use of the Company vehicle to return home at the end of the first week, provided there is no other requirement for the vehicle. It is further understood that any time involved will be outside of normal working hours and will be without pay and meals.

Yours truly,

_____
Michael Roberts
Vice President, Human Resources and Organizational Effectiveness (Acting)

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: Fixed Wing Aircraft

Dear Mr. Lane:

This will confirm our understanding regarding the above.

The Corporation, whenever practical and reasonable, will endeavour to utilize twin-engine fixed wing aircraft when air travel is required.

Yours truly,

_____
Michael Roberts
Vice President, Human Resources and Organizational Effectiveness (Acting)

LETTER OF UNDERSTANDING

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

RE: Reporting locations for Remote Hydro Plant Personnel

Dear Mr. Lane:

This letter sets forth our understanding with regard to the above.

Because of the distances involved in accessing the Remote Hydro Plants, for all personnel whose normal headquarters is either the Hinds Lake, Cat Arm, Upper Salmon, Granite Canal, and Paradise River plants the physical location for the purposes of starting and quitting times per Clause 15.02 will be at Reporting Points as outlined below:

Hinds Lake: The Reporting Point is **the beginning of the Plant Access Road (formerly known as** "Samms Farm"**)**. Personnel will be expected to be at the Reporting Point at **the start time for the scheduled work hours** and **the end time for the scheduled work hours** respectively at which point transportation will be provided to the plant site. Normal travel time to the plant is expected to be fifteen (15) minutes each way. Personnel **who** normally **report** to Cat Arm who are required to report to Hinds Lake will be **provided up to one (1) hour travel time on company time between home and the Hinds Lake** Reporting Point at **the start and end of the workday.**

Cat Arm: The Reporting Point is the **beginning of the Plant Access Road (currently the** "Service building"**)**. Personnel will be expected to be at the Reporting Point at **the start time for the schedule work hours** and **the end time for the scheduled work hours** respectively at which point transportation will be provided to the plant site. Normal travel time to the plant is expected to be thirty (30) minutes each way in Summer and one (1) hour each way in Winter. Personnel **who** normally **report** to Hinds Lake who are required to report to Cat Arm will be **provided up to one (1) hour travel time on company time between home and the Cat Arm** Reporting Point at **the start and end of the workday.**

Upper Salmon**, Paradise River,** and Granite Canal: The Reporting Point is the Bay d'Espoir Plant. Personnel will be expected to be at the Reporting Point at **the start time for scheduled work hours** and **the end time for the scheduled work hours** respectively. In the event that work has already been scheduled for these personnel, it is understood that they may leave and return to their residence at **the start time for the scheduled work hours** and **the end time for the scheduled work hours** respectively and proceed directly to**/from** the remote Plant.

Yours truly,

_____

Michael Roberts
Vice President, Human Resources and Organizational Effectiveness (Acting)

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,

_____

Michael Roberts
Vice President, Human Resources and Organizational Effectiveness (Acting)

LETTER OF UNDERSTANDING

December 3, 2014

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

REF: Exploits Generation Employees
(Recognition of Special Terms and Supplemental Document)

Dear Mr. Lane:

This letter will confirm our understanding and agreement regarding special provisions for Exploits Generation and in recognition of preserving certain historical benefits or practices for a specific group of employees.

The intent of this letter is to ensure the provision of benefits no less than that outlined in Schedule A of the Memorandum of Agreement (MOA) dated December 23, 2013 and the Amending Memorandum dated December 24, 2013 between IBEW Local 1615 and IBEW Local 512 and Newfoundland and Labrador Hydro.

It is agreed that the Company will maintain a "Supplemental Document" outlining the special terms and conditions noted within the MOA and that is specific to Exploits Generation employees for the purpose of providing a reference document outlining the special provisions and/or differences to terms outlined in the Collective Agreement.

This Letter of Understanding and the provisions outlined within the Supplemental document dated December 3, 2014, will expire when there are no qualifying members remaining actively employed (e.g., all members are retired). It is recognized that the Memorandum of Agreement concerning supernumerary shifts is an independent document.

Otherwise, terms and conditions for members of Exploits Generation are as per the collective agreement.

Yours truly,

_____

Michael Roberts
Vice President, Human Resources and Organizational Effectiveness (Acting)

THIS MEMORANDUM OF UNDERSTANDING made at the Town of Grand Falls-Windsor, in the Province of Newfoundland Labrador, this 7 day of APRIL 2013.

BETWEEN:

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 512

(the "Union")

of the first part

AND:

NALCOR ENERGY

("Nalcor" or the "Corporation")

of the second part

WHEREAS:

This MOU between IBEW Local 512 (the Union) and Nalcor Energy (the Company) at Exploits Generation establishes the guidelines for the continuation of the ten hour work day for day workers.

Ten Hour Days

The following outlines our agreement regarding the implementation of an alternate schedule consisting of four (4) ten (10) hour days for non-shift employees at Exploits Generation.

1. The four (4) ten (10) hour days will be scheduled from Monday to Thursday.
2. Days will normally be scheduled from 7:00 AM to 5:00 PM unless alternate work times are required and mutually agreed to between the parties.
3. From time to time for operational reasons and for meetings, conferences or training; the four (4) ten (10) hour schedule for any given week may be changed to five (5) days of eight (8) hours. Such changes will be communicated to employees through their posted schedule by Friday of the week prior to the change. The starting and stopping time for eight (8) hour days is 8:00 AM to 4:00 PM, respectively. Management will attempt to schedule training for Monday to Thursday.
4. For employees working this alternate schedule, annual vacation entitlement will be converted into hours. Each scheduled ten (10) hour day taken as

vacation will result in ten (10) hours being deducted from the total entitlement.

5. An employee may qualify for an overtime meal when he/she works beyond his/her 5:00 PM scheduled end time unless the hours of work have been changed per #2 above.
6. Employees will work five (5) days of eight (8) hours for any week that includes a Statutory Holiday.
7. Floater holiday entitlement will be converted to hours. When an employee takes a Floating holiday he/she will have the option of taking two (2) eight hour floaters and four (4) hours without pay or two (2) eight (8) hour floaters with four (4) hours taken from annual vacation. The employee must make his election on his weekly time sheet. If he/she does not, the time will default to two (2) hours per floater being taken from the annual vacation.
8. The lunch break will normally be taken from 1:00PM until 1:30 PM when employees are working ten (10) hour days. When employees are working eight (8) hour days the lunch break will be from noon to 12:30 PM. Alternate lunch breaks can be explored if required and mutually agreed to between both Company and union.

This alternate schedule will continue to be monitored on a regular basis to ensure that safety, operational efficiency, employee satisfaction, service to the public and cost remain at an acceptable level.

It is agreed that the MOU will be terminated if the four (4), ten (10) hour day alternate work hour agreement is discontinued in Bay D'Espoir by Management.

IN WITNESS WHEREOF representatives of the parties hereto have executed this Memorandum of the date noted above:

For the Union:

Name: Barry Saunders
Title: President

Name: Robert Dawe
Title: Vice President

Name: Alan Noftal
Title: Recording Secretary

I am authorized to bind the Union and bargaining unit employees.

For Nalcor:

Name: Wilmore Eddy
Title: Manager

Name: Elaina Janes
Title: HR/LR Lead

I am authorized to bind Nalcor.

newfoundland labrador hydro
a nalcor energy company

Hydro Place. 500 Columbus Drive.
P.O. Box 12400. St. John's. NL
Canada A1B 4K7
t. 709.737.1400 f. 709.737.1800
www.nlh.nl.ca

June 17, 2011

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

Letter of Understanding
Alternate Hours of Work Bay D'Espoir Hydro Generation Plant

Dear Bob:

The following outlines our agreement regarding the implementation of an alternate shift schedule consisting of four ten (10) hour days for non-shift employees in both the Office Workers and Operations Bargaining Units working in Hydro Generation in Bay D'Espoir.

1. The four ten (10) hour shifts will be scheduled from Monday to Thursday.
2. Shifts will normally be scheduled from 7:00 a.m. to 5:00 p.m. unless otherwise agreed between the parties. Employees and Supervisors/Managers are encouraged to explore alternate work times if required, however, any change will be communicated to both the Company (Manager of Labour Relations) and Union (Business Manager).
3. The decision to move to the alternate four (4) - ten (10) hour shift schedule rests with each section in the plant. To move to this schedule the majority of employees must be in agreement and such change approved by the Supervisor.
4. From time to time for operational reasons or for meetings, conferences or training; the four (4) ten hour shift schedule for any given week may be changed to five (5) days of eight (8) hour shifts. Such changes will be communicated to employees through their posted schedule by Friday of the week prior to the change.
5. For employees working this alternate shift, annual vacation entitlement will be converted into hours. Each scheduled ten (10) hour shift taken as vacation will

result in ten (10) hours being deducted from the total entitlement. All other terms of Article 22 of the Operations Agreement or Article 15 of the Office Workers Agreement remain if effect.

6. Family responsibility leave per Article 23.09 of the Operations Agreement and Article 16.09 of the Office Workers Agreement may be taken in hourly increments to the maximum number of hours specified within the article.
7. An employee may qualify for an overtime meal when he/she works beyond his/her 5:00 p.m. scheduled end time unless the hours of work have been changed per #2 above.
8. Employees will work five (5) days of eight (8) hour for any week that includes a Statutory Holiday; including Floating holidays, as outlined in Articles 21 and 14 respectively.
9. All other terms and conditions of the Operations or Office Workers collective agreement continue to apply.

This alternate shift schedule will continue to be monitored on a regular basis to ensure that safety, operational efficiency, employee satisfaction, service to the public and cost remain at an acceptable level.

Either the Company or the Union may terminate this agreement shifts and revert to the hours of work outlined in Article 15.02 (a) for the Operations Agreement and 12.03 for the Office Workers Agreement by provision of thirty (30) days written notice.

Sincerely,

Debbie Molloy
Manager of Labour Relations
Newfoundland and Labrador Hydro

Agreed as per this letter.

Robert G. Clarke
Business Manager
IBEW Local 1615

July 21st 2011
Date

NEWFOUNDLAND AND LABRADOR HYDRO

SHORT TERM SICK LEAVE REPORT FORM

THIS FORM MUST BE COMPLETED TO SUPPORT YOUR CLAIM FOR SICK LEAVE BENEFITS. IN ADDITION, NOTIFICATION MUST BE GIVEN TO YOUR SUPERVISOR AND DOCTOR'S CERTIFICATE PRODUCED IN ACCORDANCE WITH POLICIES AND/OR UNION AGREEMENTS.

Name (Please Print) _____

State duration of absence: Date(s) _____

If less than one day state hours from _____ to _____

Your absence was caused by

Illness ☐ Accident ☐ Other ☐

State nature of illness, accident or other _____

_____

_____

Was a doctor visited ☐ consulted ☐ if so when _____

Name of Doctor _____ Address _____

Were you confined to bed? _____ to Home _____

Notification of absence was communicated to (Name) _____

by (Name) _____

Date and Time _____

Other relevant facts _____

_____

_____

I verify the correctness of the above answers and statements.

_____ _____

DATE Employee Signature

_____ _____

DATE Supervisor Approval

30-0180

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 $25.00 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: ☐ Yes ☐ No	Was surgery required? ☐ Yes ☐ No

Type of absence?

☐ Illness ☐ non-occupational injury ☐ occupational illness/injury

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

Employee's Name

unable to work from _____to _____ inclusive.

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