

COLLECTIVE AGREEMENT

between

Churchill Falls (Labrador) Corporation

and

Local Union 2351

of the

International Brotherhood of Electrical Workers

OFFICE & SUPPORT WORKERS

January 1, 2023 – December 31, 2026



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ARTICLE 1 - PURPOSE OF AGREEMENT

1:01 It is the intent and purpose of the Parties to establish as herein set forth, their full Agreement covering wages, hours of work and other working conditions and to provide procedure for the prompt and equitable adjustment of grievances so as to prevent interruptions of work and to promote an efficient operation. The Parties hereto recognize that they are jointly engaged in providing an essential and vital service to the public and that there is an obligation on each party for the continuous performance and availability of such service.

ARTICLE 2 - SCOPE AND RECOGNITION

2:01 The Corporation recognizes the Union as the sole and exclusive bargaining agent for those employees of the Corporation, who form part of the Bargaining Unit as set forth in the Certification Orders, the subsequent Amalgamation Order and ultimately, the Amendment Order issued by the Newfoundland Labour Relations Board on November 10, 2004, for Office and Support Workers and covers all classifications in Appendix "A" attached herewith and forming part of this Agreement.

2:02 Out of scope employees shall not perform duties regularly performed by employees in the Bargaining Unit, except under the following circumstances:

- (a) For testing and inspection.
- (b) For instruction or training.
- (c) In case of emergency affecting the safety of employees, damage to equipment adversely affecting operations, for such time as it is necessary to overcome the emergency.
- (d) Where such duties interlink or overlap.
- (e) Where such duties are in relief of employees who are absent for short periods of time during the work day.

2:03 When new classifications not already provided for in this Agreement are developed, the Corporation agrees to negotiate with the Union with respect to whether such classifications are to be included in the Bargaining Unit. If the classification becomes part of the Bargaining Unit, the wage rates will be negotiated. Where the job duties of an existing classification have expanded to the extent that it warrants re-classification, then a new wage rate will be negotiated. If no agreement can be reached on the classification or wage rates, the matter may be submitted to arbitration.

ARTICLE 3 - RESPONSIBILITIES OF THE PARTIES

3:01 The Union, its officers and representatives at all levels and all employees are bound to observe the provisions of this Agreement. The Corporation, its officials and representatives at all levels are bound to observe the provisions of this Agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

4:01 It is the exclusive right of the Corporation 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 retire (in accordance with the provisions of the Public Service Pension Plan); 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; to determine the utilization of all machinery, tools and equipment, except as otherwise provided for in this Agreement.

4:02 The Corporation has the full right to make and alter from time to time reasonable rules and regulations to be observed by the employees. Such rules and regulations shall not be inconsistent with the provisions of this Agreement. Any revisions and/or additions to existing rules and regulations will be discussed with the Union before they are posted.

ARTICLE 5 - UNION SECURITY AND CHECKOFF

5:01 It shall be a condition of continued employment for all employees including probationary employees, as defined in Article 2, to become members and maintain membership in good standing in the Union.

5:02 The Corporation agrees to deduct from the earnings of all employees, including probationary employees, covered by this Agreement, an amount each month as dues and upon completion of the probationary period an amount for the initiation fee. The amount of such dues and initiation fees shall be advised in writing by the I.B.E.W., Local 2351 and changes to such amounts shall be advised not less than four (4) weeks prior to the effective date. Dues collected shall be remitted within ten (10) days after each pay period to the designated official of the Union along with a statement of the names, in alphabetical order, and amounts deducted from each employee. The statement will also include the names of employees whose wages are insufficient to permit such deduction and the Corporation will only be obligated to make such

deduction from the immediate subsequent pay period. Employees on recall status must be members in good standing of the Union in order to be recalled.

- 5:03 The Union agrees that neither it nor any of its officers or members will engage in Union activities on Corporation time, or Corporation work area, except as provided in this Agreement.
- 5:04 The Union shall indemnify and save the Corporation harmless against any and all claims, demands, suits or other forms of liability that shall arise from or by reason of action taken or not taken by the Corporation for the purpose of complying with this Article.
- 5:05 The Corporation will submit monthly to the Union a list of the dates of new hires, terminations and transfers to and from the Bargaining Unit for the previous month.
- 5:06 The Union agrees to furnish the Corporation with the names of all personnel including officers, representatives, stewards and committee people who are authorized to represent the Union in its relations with the Corporation.
- 5:07 The Corporation agrees to supply all employees with a copy of the Collective Agreement and will endeavor to do so within one (1) month after receipt from the printer.
- 5:08 The Corporation shall provide bulletin boards in designated areas for the posting of Union notices dealing with meetings, election of officers, appointments and committees, social affairs and other non-controversial matters dealing with the affairs of the Union. No bulletin shall be posted until approved by the Human Resources Division or the designated Corporate representative.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

- 6:01 There will be no strikes by the Union and no lockouts by the Corporation as long as this Agreement continues to operate.

ARTICLE 7 - NO DISCRIMINATION/HARRASSMENT

- 7:01 There shall be no discrimination in any manner whatsoever by either the Corporation or the Union against any employees because of race, colour, nationality, ethnic origin, social origin, religious creed, religion, age, disability, disfigurement, sex, sexual orientation, gender identity, gender expression, marital status, family status, source of income, political affiliation, political opinion, membership in the Union or lawful Union activity.

7:02 The Company and the Union recognize the applicability of the Respectful Workplace Policy (ER-002) and agree to work together to achieve a harassment free work environment.

7:03 Gender Equity and Diversity and Inclusion

The parties recognize and support the principles of gender equity and diversity and inclusion in the workplace and agree to work cooperatively to create a respectful and inclusive work environment. The parties agree to work cooperatively to support and promote gender equity and diversity and inclusion programs and strategies. (In case there is conflict in this clause, 7:03, and any other clause in this agreement then the other clause(s) will supersede.)

ARTICLE 8 - ADJUSTMENT OF GRIEVANCES

8:01 The purpose of this article is to establish a procedure for the discussion and prompt settlement of grievances concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement.

8:02 The Union may select a Union Grievance Committee composed of the Chief Steward and Shop Stewards as deemed appropriate for regular Bargaining Unit employees.

The Union shall advise the Corporation, in writing, of the names of those selected and of any changes that may occur. Not more than two (2) Shop Stewards may act on the Union Grievance Committee at Step 1 and Step 2 of the grievance procedure.

8:03 Complaints of employees must first be taken by the employees, accompanied by a Shop Steward if they so desire, to their immediate Supervisor for settlement within five (5) days immediately following the occurrence or event giving rise to the complaint.

Should the occurrence or event occur while the employees are absent on vacation or approved leave of absence, they will be permitted ten (10) days from the date of return to work to present a grievance.

If the complaint is not satisfactorily settled within five (5) days after being submitted, the matter may become a grievance and be referred to Step 1 of the grievance procedure.

8:04 STEP 1 - At this step, the complaint becomes a grievance and is to be presented to the Section Head or designate, in writing, within five (5) days on the appropriate grievance forms supplied by the Corporation stating the specific Article of this

Agreement said to be violated, signed by the aggrieved employee and a Shop Steward.

The Section Head or designate will meet with the employee and Shop Steward and will make a reply, in writing, within four (4) days. If a satisfactory settlement is not reached, the matter may be taken up at Step 2.

8:05 STEP 2 - At this step, the grievance shall be presented, in writing, on appropriate grievance forms supplied by the Corporation, to the Labour Relations Representative or designate within four (4) days following receipt of the Section Head's decision.

The Labour Relations Representative, or designate will meet with the employee and Shop Steward and will make a reply, in writing, within ten (10) days. A representative of the International Union may attend the meeting and either party may present witnesses to be heard. If a satisfactory adjustment is not made, the matter may be referred to arbitration within the time limits established in Article 9. If no appeal is made following the decision at Step 2, the matter will be considered settled.

8:06 The grievance procedure may be utilized by the Union in processing a grievance which is not an individual or group grievance and which alleges a violation of this Agreement. Such a grievance may be introduced at Step 2 of the grievance procedure. In processing such a grievance, the Corporation and the Union shall observe the specified time limits in appealing and answering.

8:07 Saturdays, Sundays, and holidays recognized herein shall not be included when determining the time within which any action is to be taken under Articles 8, 9, and 10. Any and all time limits fixed by this Article or Articles 9 and 10 may be extended by mutual agreement in writing between the Corporation and the Union. Any grievance not answered by the Corporation within the prescribed time limits may be appealed by the Union to the next step.

8:08 With a minimum of interference to the operations, grievance work will normally be done during the regular working hours of the employee. Employees who have a complaint under Clause 8:01 of this Article, their Shop Steward and/or Union Officer will be permitted sufficient time off with pay during their regular working hours to meet and discuss the complaint. Such employees must obtain permission from their Supervisor. Permission will not be unreasonably withheld. Likewise, the aggrieved employee and the designated Union representative may present any resulting grievance to the designated Corporation representative at each step of the grievance procedure.

8:09 Employees, accompanied by a Union representative if they so desire, may view their personnel file. The file will only be viewed in the presence of an official of the Human

Resources Division. The employee may be given a copy of any correspondence pertaining to a complaint or grievance.

8:10 The parties agree that the Grievance Procedure chart below will serve as a guide for the administration of the grievance procedure under Article 8.

Grievance Procedure Chart

Originate at Step	Time Limits to submit Complaint/Grievance	Company Representation	Union Representation	Time Limits to Hear/Respond or Settle
Employee Complaint	5 days – Immediately following occurrence/event or 10 days – from the date of return to work	Immediate Supervisor	Employee &/or Shop Steward	Within 5 days after complaint being submitted
Step 1 – Individual or Group*	Within 5 days – If complaint not settled, grievance filed in writing	Section head designate	Employee &/or Shop Steward	Within 4 days – Section head or designate will meet and respond in writing
Step 2 – Individual, Group*, or Policy	Within 4 days – If grievance not settled following receipt of the Section Head's (or designates' decision)	Labour Relations Representation	Employee &/or Shop Steward	Within 10 days – Labour Relations Representative will meet and respond in writing.**

**For group grievances – 1 grievor will represent the group and can be accompanied by no more than 2 grievance representatives.*

***Failing satisfactory adjustment the matter may be referred to arbitration within the time limits established in Article 9.*

ARTICLE 9 - ARBITRATION

9:01 Where a difference arises between the parties to or persons bound by this Agreement or on whose behalf it has been entered into and that difference arises out of the interpretation, application, administration or alleged violation of this Agreement or out of any question as to whether a matter is arbitrable, one of the parties may within twenty-one (21) days following the decision at Step 2 of the grievance procedure established by this Agreement, notify the other party, in writing, of its desire to submit the difference or allegation to arbitration.

9:02 The party to whom the notice is given shall within five (5) days after receiving the notice, contact the other party for the purpose of selecting an arbitrator. Arbitrators

shall be selected from a mutually agreed list attached to the Collective Agreement. The list shall be updated on an annual basis.

- 9:03 The Arbitrator shall be governed by the following provisions:
- (a) Shall have jurisdiction and authority only to interpret and apply the provisions of this Agreement so far as shall be necessary to the determination of the Grievance, including remedies, but shall not have the power to alter or amend any of the provisions of this Agreement.
 - (b) Shall have the authority to review and modify any penalty imposed by the employer and, in the case of discharge of an employee, substitute such other penalty as deemed just and reasonable in the circumstance.
 - (c) Shall determine whether a grievance is arbitrable.
 - (d) Shall have access to the employer's premises to view working conditions, machinery or operations which may be relevant to the resolution of the grievance.
 - (e) Shall determine the procedure and shall give full opportunity to both parties to present evidence and make representations.
- 9:04 The parties, recognizing the need for an early arbitration decision in cases where discharge is being grieved, will endeavour to select an Arbitrator and have the case heard within twenty (20) days immediately following the Corporation's answer under Clause 9:02. In all other grievances the parties shall endeavour to have cases heard within 4 months following the selection of an Arbitrator as per Clause 9:02.
- 9:05 The decision of the Arbitrator will be final and binding on all parties.
- 9:06 Employees whose attendance is required by the Union at an Arbitration hearing, will on request, be granted the necessary leave without pay to attend such hearing.
- 9:07 The parties shall pay equally the remuneration and expenses of the Arbitrator.
- 9:08 No person shall be selected as an Arbitrator who has been directly involved in attempts to settle the grievance.
- 9:09 By mutual agreement between the parties, the single Arbitrator may be replaced by an Arbitration Board.

ARTICLE 10 - DISCHARGE AND DISCIPLINE

10:01 Discharge - Employees who are discharged shall be notified in writing by the Corporation and the Union will receive a copy. Such notice will give the reasons for discharge. Discharge will be for just cause. If the employees consider they have been discharged for other than just cause, they may, within five (5) days, file a written grievance commencing at Step 2 of the grievance procedure and time limits for Step 2 of the grievance procedure shall be observed.

10:02 Discipline - Employees who have written disciplinary action taken against them shall be provided with the original notice stating the reasons for the discipline. A copy of the notice will be placed on their personnel file and a copy will be forwarded to the Union. Discipline will be for just cause. If the employees consider they have been disciplined for other than just cause, they may file a written grievance in accordance with Step 1 of the grievance procedure.

10:03 Following the completion of twenty-four (24) months of incident free service, the Corporation shall not refer to or use a notice of discipline against an employee.

Upon written request of the employee, the notice of discipline will be removed from the employee's personnel file at the expiry of the twenty-four (24) month period.

ARTICLE 11 - PROBATIONARY EMPLOYEES

11:01 Newly hired employees shall be probationary for a period of sixty (60) working days. During this period of probation the employees' suitability for regular employment will be assessed and if the Corporation determines the employees to be unsuitable, their employment may be terminated. During this period of probation these employees shall have no seniority standing but will have the right to grieve any matter under the Collective Agreement other than termination for unsuitability. Should these employees be retained in employment, their seniority shall be established in accordance with Article 12.

11:02 Employees, who have completed their probationary period, who are transferred into a vacant position, shall undergo a trial period of twenty (20) working days. In the event they are not able or do not wish to complete the trial period, or cannot satisfactorily perform the job, they shall be returned to their former position, wage or salary rate, without loss of seniority, and any other employee who may have been transferred temporarily to fill the position left vacant by the initial transfer, shall also be returned to their former position, wage or salary rate, without loss of seniority. An employee's trial period shall not be terminated for unjust cause.

11:03 If probationary employees wish to discuss a complaint with their Supervisor, they may do so, with or without the assistance of a Shop Steward.

ARTICLE 12 - SENIORITY-VACANCIES-JOB POSTINGS-PROMOTIONS-TRANSFERS-LAYOFFS-RECALLS

SENIORITY

12:01 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 Newfoundland and Labrador Hydro.

12:02 For the purpose of this Article, Sections are as follows:
Cleaners
Grocery Store
Housing Cleaners
Office Services
Recreation
Staffhouse

12:03 There will be three (3) types of Seniority:
a. Bargaining Unit
b. Company
c. Section

These three (3) types of Seniority are defined as follows:

- (a) Bargaining Unit Seniority is defined as the total length of accumulated service an employee has with CF(L)CO in any classification covered by this Agreement.
- (b) Company Seniority is defined as the total length of accumulated service an employee has with CF(L)CO from the date recognized as the original date of hiring.
- (c) Section Seniority is defined as the total length of accumulated service employees have with CF(L)CO in the Section in which they are regularly employed.

12:04 (a) Permanent employees transferring to a permanent position in another section of the Office and Support Workers unit shall retain section seniority in the section they are transferring from, and shall begin to accrue section seniority in the new section they are hired into.

- (b) Permanent employees transferring to a permanent position in Operations unit shall retain section seniority in the section they are transferring from, and shall begin to accrue section seniority in the Operations unit.
- (c) Permanent employees transferring to a temporary/part time position in the Office and Support Workers unit shall continue to accrue section seniority in the section they are transferring from.
- (d) Permanent employees transferring to a temporary/part time position in the Operations Workers unit shall continue to accrue section seniority in the section they are transferring from.
- (e) Temporary/part time employees transferring to a permanent position in another section of the Office and Support Workers unit shall retain section seniority in the section they are transferring from, and shall begin to accrue section seniority in the new section they are hired into.
- (f) Temporary/part time employees transferring to a permanent position in Operations unit shall retain section seniority in the section they are transferring from, and shall begin to accrue section and Bargaining Unit seniority in the Operations unit.
- (g) Temporary/part time employees transferring to a temporary/part time position in another section of the Office and Support Workers unit shall retain section seniority in the section they are transferring from, and shall begin to accrue section seniority in the new section they are hired into.
- (h) Temporary/part time employees transferring to a temporary position in the Operations unit shall retain section seniority in the section they are transferring from, and shall begin to accrue section and Bargaining Unit seniority in the Operations unit.
- (i) Employees transferring between Bargaining Units will retain Bargaining Unit seniority in the Bargaining Unit from which they are transferring.
- (j) Newly hired employees shall accrue Bargaining Unit and Section seniority within the Bargaining Unit and Section into which they were hired.
- (k) Recalled Temporary employees shall accrue Bargaining Unit and Section seniority within the Bargaining Unit and Section into which they were hired.
- (l) Employees on lay-off status shall retain but shall not accrue any seniority.

- 12:05 The Corporation shall post electronically and on Union bulletin boards the seniority list with each employee's name, date of hire and Bargaining Unit, Company and Section Seniority lists in days, based on the records of the Corporation as of April 1st and October 1st of each year and a copy will be sent to the Union. The employees will be listed in order of their seniority as defined in Clause 12:03. Their position on the list will establish their seniority in relation to each other. When any seniority is equal between two or more employees, their position on the list will be determined by the alphabetical listing of their surnames.
- 12:06 Employees who believe their seniority or relative position on the list to be incorrect, should notify the Human Resources Division requesting the necessary correction. Any error will be corrected, the affected employee so notified and a corrected list posted within two (2) weeks of the notification. If agreement cannot be reached as to the seniority dates or relative position on the list, the affected employee may file a grievance directly at Step 2 of the grievance procedure. Such grievance must be filed within twenty (20) days of the date that the seniority lists were posted.
- 12:07 Employees who are off work during the time the seniority lists are posted shall be entitled to protest a date shown for them or their relative position on the list and to file a grievance if the matter is not satisfactorily resolved, provided that such grievance is filed within twenty (20) days following their return to active employment with the Corporation.
- 12:08 Employees shall lose all seniority they have established under Clause 12:03 for any of the following reasons:
- (a) Quit.
 - (b) Discharge for cause.
 - (c) Failure to return to work when called in accordance with the recall notice unless the employee can substantiate by medical evidence inability to return to work because of illness or accident. Such employee will remain on the recall list for a period of 36 months from the date of recall, and will displace any employee hired to fill the position for which the employee was recalled. Such employee will retain and accrue seniority during disability for the period of time that would have otherwise been worked.
 - (d) Laid off for a continuous period in excess of twelve (12) months.
 - (e) Transfer to a non-union position.

12:09 Employees from the Operations Unit transferred into positions as defined in Clause 12:10 (b) shall not accrue seniority under this Unit.

12:10 **VACANCIES**

- (a) Where permanent vacancies occur which includes a promotion, a transfer or a new position, notice will be posted within forty (40) working days after its occurrence.
- (b) Where temporary/part-time vacancies occur which includes a promotion, a transfer or a new position in excess of fifty (50) working days, notice will be posted within thirty (30) working days after its occurrence.
- (c) Should the Corporation decide that a vacancy occurring under Clause 12:10 (a) and (b) will not be filled, the Union will be notified of such decision within twenty (20) working days after the vacancy occurs.

12:11 The notice will be posted on appropriate bulletin boards for a period of five (5) working days and a copy sent to the Union. The notice shall specify the classification required, the wage rate, a general outline of duties, the duration of the job and the required qualifications. An employee may apply online for the position within this five (5) day period. Within five (5) working days following the posting and application period, the Corporation will post the name of the employee selected, if any.

JOB POSTINGS – PROMOTIONS

12:12 When filling a job posting, applicants who are permanent employees, shall be selected in the following order of priority:

- (a) The applicant with the most Section Seniority who meets the specified qualifications as per APPENDIX “B” attached to and forming part of this Agreement and is able to perform the duties of the position.

If Section Seniority is equal between two (2) or more applicants, then Bargaining Unit Seniority shall be the deciding factor. If Section and Bargaining Unit Seniority are equal, then Company Seniority shall be the deciding factor.

- (b) The applicant within this Unit with the most Bargaining Unit Seniority who meets the specified qualifications as per Appendix "B" attached to and forming part of this agreement and is able to perform the duties of the position.

If Bargaining Unit Seniority is equal between two (2) or more applicants, then Company Seniority shall be the deciding factor.

- 12:13 If the job posting is not filled as outlined in Clause 12:12, then applicants who are permanent employees of the Operations Unit will be selected as follows:
- The applicant within the Unit with the most Bargaining Unit Seniority who meets the specified qualifications as per Appendix "B" attached to and forming part of this Agreement and is able to perform the duties of the position.
- If Bargaining Unit Seniority is equal between two (2) or more applicants, then Company Seniority shall be the deciding factor.
- 12:14 Permanent employees who apply for permanent vacancies, which occur in any classification in the Operations Unit, will be selected as outlined in Clause 12:13 of the Operations Unit Agreement.
- 12:15 Permanent employees who apply for temporary/part-time vacancies, which occur in the Operations Unit, will be selected as outlined in Clause 12:13 of the Operations Unit Agreement. It is understood that such transfers will be limited by the requirements of the Corporation in the sections covered by this Bargaining Unit.
- 12:16 The following will be applicable for temporary/part-time employees as defined in Article 42. If positions as outlined in Clause 12:10 (a) & (b) are not filled as per clauses 12:12 and 12:13, then applicants who are temporary or part-time and members of this bargaining unit will be selected using the order of priority in accordance with Article 12:12 (a) and 12:12(b).
- 12:17 If a temporary/part-time job posting is not filled as outlined in Clauses 12:12, 12:13, and 12:16, the employee with the most Bargaining Unit Seniority, who at the time of layoff was employed in the classification now required, shall be recalled to fill the position. The Corporation shall notify employees on recall by registered mail at their last known address and such employee shall notify the Corporation within seven (7) days of receipt of such notification.
- 12:18 If a job posting as outlined in 12:10 (a) or (b) is not filled as per Clauses 12:12, 12:13, 12:16 and 12:17, the temporary employee from the Operations Unit Agreement with the most applicable Section Seniority in the Office and Support Unit will be selected. If the applicants have no seniority in the Office and Support agreement then the employee with the most Bargaining Unit seniority in the Operations agreement will be selected.**
- 12:19 Permanent employees who are unable to perform their own job because of a permanent disability will be provided with suitable alternative employment, if a job vacancy becomes available. Such vacancy shall not be posted, as per Article 12. The employee affected shall be appointed provided such employee is capable of performing the duties of the position. It is understood no other employee, who works

on a continuous basis shall, as a result of such appointment, be deprived of their regular job.

12:20 Temporary and part-time employees as defined in Article 42 will not be employed in more than one classification.

12:21 Temporary and part-time employees as defined in Article 42 will not be used to fill a vacancy on a permanent basis.

LAYOFFS-TRANSFERS-RECALLS

12:22 In the event of layoff, from a permanent position, employees shall be laid off in the reverse order of their Bargaining Unit Seniority within the affected classification. If their Bargaining Unit Seniority is equal, then the employee with the least Section Seniority will be laid off. If Section Seniority is equal, then the employee with the least Company Seniority will be laid off.

12:23 The Corporation shall notify employees, who are employed on a continuous basis in excess of twelve (12) continuous months, of layoff at least four (4) weeks prior to the effective layoff date or award four (4) weeks pay in lieu thereof. If a greater notice period is required under legislation, then notice under legislation will apply.

12:24 A laid off **permanent** employee under Clauses 12:22 or 12:23 may exercise seniority, as established in the Bargaining Unit, displacing any employee with less Bargaining Unit Seniority, provided such employee has the ability and qualifications to perform the work of the employee so displaced. Temporary/part-time employees do not have the ability to displace **any** employee.

12:25 Permanent employees filling temporary positions through a job posting shall be returned to their regular position and classification following the completion of the job to which they were assigned.

12:26 Permanent employees who transfer from this Unit to fill a vacancy under the Operations Unit, if laid off, may exercise their displacement options under this Unit.

12:27 Notwithstanding the provisions of Clause 12:10(a), should there be permanent employees on layoff within a required classification who have not lost seniority in accordance with Clause 12:08, such employees will be recalled to the vacancy and no posting will occur.

12:28 Temporary/part-time employees on active status, who become unable to perform their own job because of a permanent disability, will be provided with alternative employment, if a temporary job vacancy exists. Such a vacancy shall not be posted as per Article 12. The employee affected shall be appointed provided such employee is

capable of performing the duties of the position. It is understood no other employee shall, as a result of such an appointment, be deprived of their job.

12:29 Temporary/Part-time employees will be laid off in reverse order of their Bargaining Unit Seniority in the affected classification. Employees will be rehired to fill temporary positions in accordance with their Section Seniority.

ARTICLE 13 - HOURS OF WORK

This Article is intended solely to define the normal hours of work and shall not be construed to be a guarantee of hours of work per day or days of work per week.

13:01 The workday shall be from midnight to the following midnight. The workweek shall be from 00:00 hours Monday to 24:00 hours Sunday.

13:02 The hours of work for non-shift employees in the following locations shall be:

(a) Airport, C & A Building, Garage, Town Office, Town Services, Warehouse

The hours of work shall be eight (8) hours per day, Monday through Friday, establishing a workweek of forty (40) hours. The starting and stopping times shall be as follows:

8:00 am to noon
1:00 pm to 5:00 pm

(b) School

The hours of work shall be eight (8) hours per day, Monday through Friday, establishing a workweek of forty (40) hours. The starting and stopping times shall be as follows:

8:00 am to noon
1:00 pm to 5:00 pm
OR
08:00 am to 4:00 pm with a thirty (30) minute paid meal break, if mutually agreed upon between manager, supervisor and employee.

(c) Grocery Store

The hours of work shall be five consecutive days of eight (8) hours per day establishing a workweek of forty (40) hours. Employees shall receive one (1) hour unpaid lunch break, normally to be taken between noon and 2:00 pm. On Thursday employees shall receive one (1) hour unpaid supper break, normally to be taken between 5:00 pm and 7:00 pm.

13:03 The hours of work for shift employees in the following locations shall be:

(a) Recreation Areas & Youth Centre

The hours of work shall be eight (8) continuous hours per day exclusive of a one (1) hour unpaid meal break, Monday through Sunday establishing a workweek of forty (40) hours. These employees will work in accordance with a sixty (60) day work schedule, showing the hours of work and days of rest, which will be posted on the bulletin board thirty (30) calendar days before the effective starting date.

(b) Staffhouse

The hours of work shall be in accordance with the posted schedule. Temporary/Part-time employees will be required to work as the schedule and job requirements dictate. Employees on a two shift schedule will be rotated weekly.

Normal shifts shall be: 6:00 am to 2:00 pm
 8:00 am to 4:00 pm
 11:30 am to 7:30 pm

Unless specified otherwise, staffhouse employees shall work continuous shifts with a thirty (30) minute paid lunch break with the Corporation providing the meal if the employee so desires. When an employee eats on the job, the Corporation will not be obliged to provide a relief person for such time.

(c) Cleaners

The normal workweek for two shift employees, shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours each, establishing a normal workweek of forty (40) hours. These employees are scheduled to cover two shifts in a twenty-four (24) hour period.

The normal hours of work are:
08:00am to 5:00pm with a one (1) hour unpaid meal break
OR

4:00pm to 12:00 am with a thirty (30) minute paid meal break.

OR

1:00 pm to 9:00 pm with a with a thirty (30) minute paid meal break.

OR

08:00 am to 4:00 pm with a thirty (30) minute paid meal break, if mutually agreed upon between manager, supervisor and employee.

(d) Housing Cleaners

The hours of work shall be eight (8) hours per day, Monday through Friday, establishing a workweek of forty (40) hours per week. The starting and stopping times shall be as follows:

8:00 am to 12:00 pm

1:00 pm to 5:00 pm

OR

08:00 am to 4:00 pm with a thirty (30) minute paid meal break, if mutually agreed upon between manager, supervisor and employee.

If it is necessary to change the employee's hours of work within a day or days of work within a week, employees assigned to McParland House will be given a minimum of sixteen (16) hours notice of change. Failure to give the required notice will result in the payment of premium rate for all hours worked on the first shift so changed.

13:04 Weekly work schedules for all employees shall be posted by Wednesday of the preceding week. Schedules will include job classification and duty hours to be worked during the week. Employees required to work on their posted day off will be paid at the appropriate overtime premium for all hours so worked, except when permanent employees are scheduled for less than forty (40) hours in a week and are available for work. Although the content, preparation, posting and administration of these work schedules are the responsibility of management, the preference of the employees working these schedules will be considered.

13:05 If it is necessary to change the employees' hours of work without giving them at least forty-eight (48) hours notice of the change, they shall be paid the appropriate overtime premium for all hours worked on the first day so changed.

13:06 Starting time for the above hours of work may be moved, up to one hour in either direction, at the discretion of the Supervisor. Employees may be permitted to exchange shifts for their convenience provided prior approval has been granted and the exchange will not cause additional cost to the Corporation.

ARTICLE 14 - SPECIAL UNIFORMS

14:01 Should the Corporation require the wearing of a special uniform, the Corporation agrees to pay for one hundred percent (100%) of the cost of such uniforms. The number of uniforms required and the frequency of replacement shall be at the discretion of the Corporation.

ARTICLE 15 - OVERTIME

15:01 Employees required to work overtime will be paid at 200% of the regular rate for all time worked outside or in excess of the workday or workweek as defined in Article 13. Employees required to work overtime will, be given at least four (4) hours notice of the overtime requirement.

15:02 Any time paid for overtime rates in any workday shall not be used to compute overtime for workweek. To the extent that hours are compensated for at overtime rates under one provision, they shall not be considered as hours worked in determining overtime under the same or any other provision of this Agreement.

15:03 Overtime rates shall not apply in cases of:

- (a) Exchange of shifts, with Corporation approval, by employees for their own convenience.
- (b) Short change of shifts, within the same day and/or the same week, in accordance with accepted shift schedules.

15:04 Opportunities for overtime hours shall be equitably distributed among employees in each Shop who normally perform the work to be done. The Corporation will post on a **bi-weekly** basis, in the applicable Shop, a list showing actual overtime hours worked and the opportunities for overtime hours which were made available to each contacted employee. Employees, where practical, will be contacted for overtime opportunities, starting with those lowest on the list and progressing to those highest on the employee overtime percentage list. An employee who is contacted and declines the overtime opportunity for any reason will have this time included in the overtime percentage calculation. The distribution of overtime will be based on the availability of the employee and calculated as a percentage of the regular hours worked monthly and ending at calendar year end. A sample form used for the posting and calculating of overtime is shown in Appendix "D".

15:05 An employee may elect to accumulate up to the equivalent of **seventy (70)** straight time hours in lieu of pay for overtime worked. One (1) hour of overtime worked will be banked as two (2) hours. Such time off will be requested in advance and taken at a

time mutually agreed upon by the employee and the Supervisor. An employee may carry a maximum of forty-eight (48) hours from one calendar year to the next. Banked overtime leave will not be arbitrarily denied when requested for Family Responsibility Leave as defined in Article 24:06, provided the employee has exhausted Family Responsibility Leave entitlement.

15:06 Employees who report for work on scheduled overtime without having been notified at their normal place of residence not to report, and for whom no work is available, will be paid three (3) hours pay at their overtime rate.

15:07 (a) A call-out will be defined as overtime work for which notification is not given in advance of the employees' regular scheduled quitting time on their last regular working day prior to the overtime requirement.

(b) Where employees are called out for work after they have left their place of work, other than for the continuation of their regular scheduled shift, they shall receive a minimum of three (3) hours overtime rate or the prevailing overtime rate for actual hours worked, whichever is the greater.

(c) If employees are required to perform work other than that for which they were called, they shall be paid for a minimum of one and a half (1.5) hours at the overtime rate for each additional job or the actual hours worked at prevailing overtime rate, whichever is greater.

(d) When overtime is rescheduled or cancelled after an employee has left their normal place of work, they shall be paid a minimum of three (3) at the overtime rate or paid the prevailing overtime rate for actual hours worked, whichever is the greater.

(e) Employees who report for work on scheduled overtime on weekends and statutory holidays will be paid a minimum of two (2) pay at the overtime rate or appropriate overtime premium for actual hours worked, whichever is greater.

15:08 When an employee works overtime as a continuation, **or at the start** of the normal work day or shift as requested by the Supervisor, the employee 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.

ARTICLE 16 - WAGES

16:01 Wage rates covering all classifications within the bargaining unit are set out in Appendix "A" attached to and forming part of this Agreement.

ARTICLE 17 - PREMIUMS

17:01 For the purpose of this Article:

Day Shift is	08:00 to 16:00
Evening Shift is	16:00 to 24:00
Night Shift is	00:00 to 08:00

17:02 The following shift premium will be paid for any regular time scheduled and worked on evening shift and night shift:

Evening shift **\$2.00/hour (Effective January 1, 2023)**
\$2.05/hour (Effective January 1, 2024)
\$2.10/hour (Effective January 1, 2025)

Night shift **\$2.10/hour (Effective January 1, 2023)**
\$2.15/hour (Effective January 1, 2024)
\$2.20/hour (Effective January 1, 2025)

17:03 Employees will be paid will a Sunday premium of **\$3.50/hour** for all regularly scheduled work performed on a Sunday **effective date of signing**.

ARTICLE 18 - LOCKFAST

18:01 An individual locker shall be provided by the Corporation for the safe storage of an employee's personal wearing apparel when on duty.

ARTICLE 19 - REPORTING PAY

19:01 Employees who report for work on a regular scheduled day or shift without having been notified at their normal place of residence not to report and for whom no work is available will be allowed four (4) hours pay at the rate of the job for which they were scheduled.

19:02 Employees who report for work on a regular scheduled day or shift and actually perform work will be paid a regular day's pay at the rate of pay for the job for which scheduled unless they are assigned to a higher rated job in which event they will be paid at the rate of the job performed.

19:03 Clause 19:01 or 19:02 shall not apply to employees who are returning to work after an unauthorized absence.

ARTICLE 20 - OVERTIME MEALS

- 20:01 (a) Employees who are scheduled to work in excess of one (1) hour beyond the end of their regular shift will provide their own meal. However, if such overtime continues, hot meals, where practical shall be provided at four (4) hour intervals thereafter by the Corporation.
- (b) Employees who are required to work in excess of one (1) hour beyond the end of a regular shift will be provided with a hot meal where practical. If such overtime continues, additional meals shall be provided at four (4) hour intervals thereafter.
- (c) Employees who are required to work in excess of one (1) hour beyond the end of a regular shift and who at the end of their regular shift have not been provided a one (1) hour unpaid meal break will be supplied with a hot meal where practical. If such overtime continues additional meals shall be provided at four (4) hour intervals thereafter.
- (d) Employees scheduled to work on their day off will provide their own meal unless the hours exceed eight (8) (12 hours rotating shift employees). If exceeded, Clause 20:01 (b) above shall apply. For the purpose of overtime meals, employees scheduled to work on their days off shall be provided overtime meals as if it were a regular work day.
- (e) Employees who are required to work after the end of a regular shift and have been provided with a one (1) hour unpaid meal break will be supplied with a hot meal, when practical, at four hour intervals thereafter.
- (f) Employees who are scheduled to work in excess of two (2) hours before the start of a regular shift will be provided with one hot meal after working two (2) hours, where practical.
- 20:02 Employees who are called out in accordance with Clause 15:07 (a) or (b) prior to one (1) hour before the start of their regular shift shall be provided with a hot meal, where practical, and every four (4) hours thereafter up to the regular meal break.
- 20:03 Time to eat the meal(s) not exceeding thirty (30) minutes will be considered as time worked. When it is impractical to provide meals, the employee shall receive **\$22.00 (effective date of signing)** cash in lieu for each meal not provided as required under this Article.

\$23.00 (effective January 1, 2025)

ARTICLE 21 – TEMPORARY ASSIGNMENTS

- 21:01 When employees are temporarily assigned to a classification within the Bargaining Unit which carries a higher rate of pay than their permanent classification, they shall be paid at the higher rate of pay while they are filling the higher position. The higher rate shall be paid for stat holidays or short term sick leave (which does not exceed forty (40) hours) occurring during the temporary assignment.
- 21:02 When employees are temporarily assigned to a classification which carries a lower basic wage rate than their regular job classification, they shall be paid at the rate of their permanent classification while filling the lower position.
- 21:03 When employees are temporarily assigned partial responsibilities normally performed by a supervisor, they shall be paid fourteen (14%) percent above the rate of the highest classification supervised or fourteen (14%) percent of their existing classification rate while carrying out these responsibilities.
- 21:04 When employees because of shortage of work at their regular job or as an alternative to layoff are assigned to another classification within the bargaining unit in accordance with Article 12, they shall be paid at the rate of the job to which they have been assigned.

ARTICLE 22 - PAID HOLIDAYS

- 22:01 Employees shall receive, for any of the holidays set forth in Clause 22:02, except Christmas Eve and New Year's Eve, a holiday allowance equal to 8.0 hours as applicable at their regular rate or 4.0 hours for Christmas Eve and New Year's Eve, providing that they are not absent without permission on their last scheduled working day preceding, and their first scheduled working day following the holiday.
- 22:02 Whenever used in this Agreement, the term "holiday" means one of the following days:
 - New Year's Day
 - Good Friday
 - Victoria Day
 - June Holiday
 - Canada Day
 - 1st Monday in August
 - Thanksgiving Day
 - Labour Day
 - Remembrance Day
 - Christmas Eve p.m. (1/2 day)
 - Christmas Day
 - Boxing Day
 - New Year's Eve p.m. (1/2 day)

Also, any special non-recurring holiday proclaimed by the Government of Newfoundland and Labrador and/or Federal Government.

In addition to the holidays referred to above, each permanent employee shall be entitled to three (3) holidays with pay to be taken at a time mutually agreed between the Corporation and the employee, so that there will be no interruption of operations. Pay for these holidays shall be 8.0 hours as applicable at the employee's regular straight-time rate. These holidays must be taken within the Calendar Year.

During an incomplete year of service, an employee shall be entitled to only one floating holiday for each four (4) months of complete service.

- 22:03 Day employees or two shift employees who are required to work on a holiday, except Christmas Eve and New Year's Eve, will receive 200% of their regular rate for each hour worked in addition to the 8.0 hours as applicable holiday allowance paid at their regular rate. In the case where these employees work on Christmas Eve and New Year's Eve (Clause 22:02), they will receive 200% of their regular rate for all hours worked after 12:00 hours and in addition will receive 4.0 hours as applicable holiday allowance paid at their regular rate.
- 22:04 For the purposes of computing overtime, hours for which holiday allowance is paid shall be considered as hours worked.
- 22:05 An employee who is scheduled to work on a holiday and fails to do so and has not been granted an excused absence shall not receive holiday allowance.
- 22:06 The days on which the holidays referred to in Clause 22:02 will be observed at Churchill Falls, for purposes of pay, will be determined by mutual consent. Should the parties fail to agree, the holidays will be observed on the days declared by the Government of Newfoundland and Labrador.
- 22:07 For temporary and part-time employees as defined under Article 42 the following is applicable:
- (a) The terms and conditions of paid holiday shall apply when such employees work the complete regular scheduled work day preceding and the first complete regular scheduled working day succeeding the holiday or the employees are absent per Article 24:03 (Bereavement Leave) or Article 25 (Sick Leave).
 - (b) Employees shall receive one (1) floating holiday following the completion of each six hundred (600) regular hours of work in a calendar year to a maximum of three (3) floating holidays in any year.

ARTICLE 23 - VACATIONS

23:01 (a) Vacations will be based on the Calendar Year and vacation credit will be earned in accordance with the following schedule:

<u>COMPLETE CALENDAR YEARS OF SERVICE</u>	<u>VACATION CREDITS</u>
1	18
2	20
3	22
4	24
5 to 10	27
11 to 17	28
18 to 21	29
22 and succeeding	30

*NUMBER OF
REGULAR
DAYS WORKED X CREDIT
260
rounded upwards to the next whole day.*

23:02 Each employee shall be entitled to an additional five (5) days "sabbatical". Vacation to be taken after the anniversary of five (5) years continuous service with Churchill Falls (Labrador) Corporation and at each five (5) years interval thereafter.

23:03 All vacations shall be taken during the year beginning January 1st following the year in which they are earned, except that an employee commencing employment prior to May 1st may take up to five (5) days vacation as it is earned during the initial year of service. Notwithstanding the above, an employee may carry over up to five (5) days vacation into the next vacation year, providing the request is made before the thirty-first day of December.

23:04 Vacation pay will not be paid for vacation entitlement not taken except where employees are prevented by the Corporation from taking their vacation in the current vacation year.

23:05 (a) Vacation pay shall be calculated at eight (8) hours pay for each day of vacation entitlement at the employees' prevailing rate of pay at the time their vacation commenced.

- (b) Temporary/part-time employees shall receive vacation pay in lieu of vacations and will be paid at a rate of 7% of regular wages. Such pay will be calculated and paid each pay period.
- (c) Temporary/part-time employees may choose vacation credit earned, based on vacation pay earned at 7%, in lieu of vacation pay. Temporary employees who elect to choose vacation credits must notify Human Resources by December 15th of the preceding year, indicating the decision to take vacation credit. Otherwise, employees will default to vacation pay.

23:06 A paid holiday, as outlined in Clause 22:02, that occurs within an employee's vacation period will not be deemed a vacation day.

23:07 Bereavement Leave as outlined in Clause 24:03 that occurs within the employees' vacation period will not be deemed vacation days.

23:08 If employees are ill on the date the vacation is scheduled to start, then subject to Clause 23:04, the vacation will be rescheduled, or carried to the following year if this is not possible to facilitate during the current year. Employees shall submit a doctor's certificate attesting to the illness.

If employees are hospitalized or suffers a disabling accident which requires a convalescence period, during their vacation, then the days of such hospitalization and any subsequent convalescence period will be charged to sick leave, and subject to Clause 23:04, the resulting vacation credits then remaining will be utilized at a time suitable to the Corporation. Employees must submit to the Corporation medical proof, from their medical physician, of the necessity of such hospitalization and convalescence period.

23:09 Although the Corporation will try to accommodate employees as to the time of taking vacation, necessities of operations must be given full consideration. The Union agrees to co-operate with Management in scheduling vacations in such manner that maximum operations may be maintained.

23:10 A permanent employee who elects to take vacation during the period January 1 to March 31, will **receive** eight (8) hour day credit for each forty (40) hours taken within this period. Such credit will be taken outside the maintenance season (April 1st – Oct 31st). **These vacation credits cannot be carried over from one calendar year to the next.**

23:11 An employee who is on sick leave for a consecutive period of greater then four (4) weeks, or is on LTD, will be permitted to carry over excess vacation leave from the year that their illness or disability commences 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.

- 23:12**
- (a) It is understood that an employee who is called back to work during their vacation shall receive the applicable overtime rate of pay for all hours so worked.**
 - (b) Each employee shall have all vacation hours worked credited to their vacation balance.**
 - (c) If, they so desire, the balance of their vacation will be rescheduled at a time mutually agreed between the employee and the Supervisor. In the event of cancellation of vacation, the employee's Supervisor will work with the employee to reschedule the vacation time at a mutually agreeable later date.**
 - (d) Any costs associated with an employee's return to work, as per 23:12 (a), will be covered by the Company. Additionally, any costs associated with the employee's return to previously scheduled vacation will be covered by the Company.**

ARTICLE 24 - LEAVES OF ABSENCE

- 24:01
- (a) Employees shall work as scheduled unless they have requested and received a leave of absence, with or without pay, as listed in this Article. Leave with pay under any of the following clauses shall be calculated at eight (8) hours pay for each day of leave at the employee's prevailing rate of pay at the time the leave commenced.

24:02

ADOPTION LEAVE

- (a) 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.

- (b) The employee on Adoption Leave will continue to receive Corporation benefits under Clause 24:09 (d), (e), (f), (g), (h) and (i).

24:03 **BEREAVEMENT LEAVE**

- (a) Employees will be granted five (5) regularly scheduled work days leave with pay commencing on the date of death of the partner or common-law partner, child, parent, step parent, step child, legal guardian, brother, sister, parent-in-law, grandparent, grandchild, daughter-in-law, son-in-law, immediate brother-in-law/sister-in-law or other relative or dependent living in the household of the employee. Travel benefits, as per Clause 41:01 (d) shall apply.
- (b) Employees will be granted three (3) regularly scheduled work days leave with pay to attend the funeral of nieces, nephews, and grandparents-in-law. Travel benefits as per clause 41:01(d) shall not apply.
- (c) Temporary/Part-time employees as defined under Article 42, who are scheduled to work and are unable to report because of the death of a person as listed in 24:03 (a) (Bereavement Leave) shall receive pay for any hours scheduled within a five (5) day period commencing on the date of the death.

Those employees will be provided transportation for the purpose of attending the funeral, limited to a return air ticket to the airport nearest the employees' destination, not to exceed the cost of airfare from Churchill Falls to St. John's Newfoundland.

- (d) At the discretion of the Manager, additional days may be granted to cover extenuating circumstances related to the bereavement leave as outlined in 24:03 (a) above.

24:04 **CHILD CARE LEAVE**

The Corporation agrees to grant employees up to twenty (20) working days, annually, leave of absence without pay during any periods the employees are required to be off work to care for their family due to illness, accident or maternity of their partner and the employees are unable to secure suitable care for their children.

24:05 **EDUCATION LEAVE**

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

- (a) Prior approval by the employee's Department Manager and the Human Resources Division on the recommendation of their Supervisor.
- (b) Leave will be for the duration of the term of the selected course, but in no case will it exceed ten (10) months at any one time.
- (c) The purpose of the course is to upgrade knowledge and skills which could qualify the employees 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.

24:06 **FAMILY RESPONSIBILITY LEAVE**

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

An employee may carry over 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.

- (b) Temporary/Part-time employees, as defined under Article 42, will be eligible for Family Responsibility Leave subject to the Supervisor's approval, and the requirements of the Corporation's operations.
 - i. These employees may, while on active status, be granted Family Responsibility Leave not exceeding three (3) days (twenty-four (24) hours) a year to attend to personal and family responsibilities, which includes but is not limited to the following reasons: the temporary care of a sick family member; needs related to the birth of the

employee's child; medical or dental appointments for dependent immediate family members; meeting with school authorities; home or family emergencies. Such leave may be taken in hourly increments. Should an employee have continuous service from one calendar year to the next, they may carryover a maximum of three (3) days (twenty-four (24) hours) for a maximum of six (6) days (forty-eight (48) hours) of family leave in any one calendar year.

24:07 **JURY/COURT LEAVE**

- (a) Employees serving jury duty and those who have been subpoenaed to appear before a Court of Law or a Public Enquiry shall be paid the same regular wages as they would if they had been at work during the time they were absent from work because of their compliance with the summons or subpoena.

- (b) Employees who are required in the performance of their duties to attend any court of judicial enquiry shall suffer no loss of regular wages as a result of such attendances. However, if court occurs on an employee's scheduled hours off, then they shall be paid at straight time rates as a result of such attendance.

- (c) In the event that any employee is accused of an offence which requires them to attend court, they shall be entitled to leave without pay to make the court appearance. If the employee is in custody while awaiting a court appearance, the Corporation may grant the employee leave without pay for the duration of the incarceration. The Corporation may revoke any such grant of leave in the event that the employee is convicted of any charge arising out of those legal proceedings.

24:08 **LEGAL ASSISTANCE**

The Corporation will pay the legal costs associated with the defence of any employees who are sued or charged with any offence as a result of acts arising from the normal performance of their duties. Employees shall have the right to choose their own counsel to represent them in their defence but in no case shall the Corporation be required to pay in excess of \$50,000 for any matter, including all related proceedings or appeals. In addition, the Corporation shall ensure there is no loss of regular wages and will pay travel and accommodation expenses (in accordance with Corporation Policy) for the duration of the legal proceedings.

MATERNITY LEAVE

- (a) Employees will be granted Maternity Leave, without pay, up to a maximum of seventeen (17) weeks. The commencement and termination dates of an employee's Maternity Leave shall be a matter of mutual agreement between the employee and the Supervisor. The commencement date shall be determined as soon as possible after the employee is aware of the pregnancy with the employee's request not to be unreasonably denied.
- (b) The Supervisor reserves the right to require an employee to commence Maternity Leave prior to the time specified in Clause 24:09 (a) if, after medical examination, it is found that the state of the employee's health is incompatible with the requirements of their job.
- (c) An employee will be awarded Sick Leave, in accordance with Article 25, for illness that is a result of or may be associated with pregnancy prior to the scheduled commencement date of Maternity Leave or birth of the child, whichever occurs first.
- (d) Employees granted Maternity Leave shall continue to accumulate seniority under Article 12, but will not be paid for holidays (Article 22) 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.
- (e) The employee may return to duty after two (2) week's notice of their intention to do so, on submission of a satisfactory certificate of fitness from their physician. Upon their return to work they will be reinstated in their former position and will receive any new increased salary rate or step that would affect their classification rate.
- (f) 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 insurance. Employees will make any required payments for other items when participating in employee purchase programs.
- (g) Pensionable service for Maternity Leave will be continued if:
 - i. The employee so elects coverage as per the Public Service Pension Act immediately upon return from leave.

- ii. The terms and conditions for purchase of such service, as outlined by both the Human Resources Department and Public Service Pension Plan administration, are followed.
- (h) Upon the written request of the employee, information will be provided on training and promotional opportunities while on Maternity Leave.
- (i) 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;
 - ii. The employee returns to work following the expiration of the approved leave period;
 - iii. An employee who qualifies for the Supplemental Benefit will receive the following payments:
 - a. For the EI waiting period, the employee will be paid 100% base salary continuation. Such salary is based on gross weekly regular pay in effect immediately prior to the leave;
 - b. For the remaining leave period as defined in 24.09 (iii) (a), 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 benefit as outlined in 24.09 (iii) (b) the employee must provide the Human Resources Department a copy of the EI benefit statement;
 - iv. 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.

24:10 **PARENTAL LEAVE**

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

- (a) In the case of an employee, on the expiration of Maternity or Adoption Leave. Notwithstanding the above, an employee may utilize their remaining vacation entitlement and/or approved vacation carryover immediately following Maternity Leave but prior to the taking of Parental Leave or the vacation entitlement may be taken following the Parental Leave period, prior to the employee returning to work. A carry-over of 5 days is permitted to be carried to the following vacation year, plus any excess leave provided:
 - i. It is not possible to facilitate the vacation leave within the calendar year prior to or following the leave (i.e. maternity or adoption and parental leave commences at beginning of the calendar year with duration through to year end), and in such cases:
 - a. A written request indicating the reasons the vacation leave could not be utilized must be submitted to and approved by the Supervisor and the Human Resources Department;
 - b. Any excess carry-over days approved must be utilized prior to December 31st of the year the employee returns from approved leave; otherwise, these leave days will be forfeited.
- (b) In the case of the other parent employee, within thirty-five (35) weeks of the date that the child is born or comes into their actual care and custody.

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

Employees on Parental Leave will continue to receive Corporation benefits as per Clause 24:09 (d), (e), (f), (g) and (h).

24:11 **PATERNITY LEAVE**

Full time employees who are living in Churchill Falls, will be granted Paternity Leave of up to four (4) days with pay when they travel in accordance with Site Administration Regulation No. 3.6, Section 6.3. The days eligible for payment shall be any normally scheduled work days or part thereof, to a maximum of four (4), falling within the travel period. Payment should be calculated at the employee's normal straight time rate at the time the leave is granted.

24:12 **RELOCATION LEAVE**

Employees shall be granted a leave of absence, with pay, for the purpose of relocating their family and/or personal effects to Churchill Falls or Wabush.

- (a) Five (5) days of eight (8) hours per day at the employees' normal rate of pay when after having been accommodated on single status they are initially assigned family accommodations.
- (b) Three (3) days of eight (8) hours per day at the employees' normal rate of pay, when after living on married status in a furnished unit they are first assigned unfurnished accommodations provided they have not previously received a benefit under Clause 24:12 (a). In this instance travel as per Clause 41:01 (f) shall not apply where the relocation of personal effects and furnishings were provided at initial hiring.
- (c) Three (3) days of eight (8) hours per day at the employees' normal rate of pay when a single employee first becomes married and is assigned family accommodations.
- (d) Three (3) days of eight (8) hours per day at the employees' normal rate of pay when, at their time of hire, they are assigned unfurnished accommodations but were provided furnished accommodations while awaiting their personal effects and furnishings to arrive on site. In this instance travel as per Clause 41:01 (f) and (g) shall not apply.
- (e) Three (3) days of eight (8) hours per day at the employees' normal rate of pay when an employee requests and is granted unfurnished accommodations. In this instance Travel as per Clause 41:01 (f) and (g) shall not apply.

Leave granted under this Clause 24:12 shall only apply to the employee who is assigned the accommodations. An employee may claim such leave more than once, to a maximum of five (5) days during their term of employment.

24:13 **UNION BUSINESS**

Subject to the requirements of the Corporation, leave without pay will be granted to employees to attend Union functions, provided at least one (1) week written notice is given to the Corporation. When employees are granted leave for Union business, the Corporation will retain the employees on its payroll and invoice the Union for the appropriate wages paid. The Union will remit payment to the Corporation within thirty (30) days of receipt of the invoice.

24:14 **UNION OFFICE LEAVE**

Employees who are selected by the Union for Executive positions within the Union that requires them to leave the service of the Corporation as Permanent Employees, shall be given the opportunity to arrange a leave, without pay, from the Corporation not exceeding four (4) years duration, and should such employees wish at the end of such leave of absence to return to the Corporation as Permanent Employees, the Corporation shall, where possible, return them to the positions held prior to such leave. In the event that the positions have become redundant and/or the technology of the positions have changed, the employees shall be offered comparable employment, within the area, for which they are qualified.

In order to retain coverage under the Corporation's benefits in accordance with Article 38 and 41, with the exception of LTD, the employees will be required to pay the premium in whole for the period of their absence. They shall retain and accrue seniority with the Corporation as if they had been continuously employed.

24:15 **UNPAID LEAVE**

- (a) Leave without pay may be granted on request of the employee and will not be arbitrarily denied. Such leave will include, but not be limited to, Compassionate Care Leave, Critically Ill Child Care Leave, and cultural leave. However, the Corporation shall have the right to approve or deny such request and, if approved, to determine the duration of the absence.
- (b) Employees while on a leave of absence for a period in excess of one (1) month shall not become entitled to or have credited to them any benefits which arise out of this Agreement other than seniority.

24:16 **FAMILY VIOLENCE LEAVE**

An employee shall be granted family violence leave in accordance with the Newfoundland and Labrador *Labour Standards Act* and consistent with NL Hydro's Leave of Absence Policy. Where eligible, employees will be entitled to ten (10) days of leave, three (3) days paid and seven (7) days unpaid. An

employee who intends to take family violence leave shall give written notice to their immediate Supervisor and/or a Human Resources representative as soon as possible before the leave is to begin, unless there is a valid reason why that notice cannot be given in advance.

ARTICLE 25 - SICK LEAVE

- 25:01 Sick Leave is to provide income continuance on a regularly scheduled working day or shift when an employee is unable to work due to illness or non-compensable accident. Proof of illness or accident must be provided to the satisfaction of the Corporation.
- 25:02 (a) Permanent employee's income will be continued while absent due to illness or non-compensable accident at the rate of 100% for the 105 calendar day eligibility period of the Corporation's Long Term Disability Plan.
- (b) Temporary/part-time employees as defined in Article 42 will earn eight (8) hours sick leave for every forty (40) hours of cumulative employment up to a maximum of one hundred and sixty (160) hours in a calendar year. These employees can utilize a maximum of one-hundred and sixty (160) hours of earned sick leave in a calendar year. These Employees can utilize earned sick time for illness, out of town medicals, hospitalization, or surgery. A maximum of forty (40) hours may be carried over to the following year, and will be included as part of the following year's maximum limit of one hundred and sixty (160) hours. Upon layoff, the earned sick leave will be automatically eliminated.
- 25:03 Scheduled visits to physicians, dentists, and optometrists will be recognized as Sick Leave providing at least two working days advance notice to the appointment is given to the Supervisor. Scheduled visits as stated above, which involve travel to other locations, will only apply if referrals are recommended and arranged through the Churchill Falls resident doctor.

ARTICLE 26 - REST PERIOD

- 26:01 The Corporation will make every reasonable effort to grant an eight (8) hour rest period to any employee who has worked for fourteen (14) hours in a twenty-four (24) hour period. If said eight (8) hours or portion thereof occurs within the employee's next scheduled regular hours of work, that time so occurring shall, for pay purposes, be considered time worked.

- 26:02 If an employee is required to work during the period between midnight and 05:00 hours, the employee will be permitted where possible, an eight (8) hour rest period before required to assume regular duties. If any portion of the eight (8) hours occurs within the regular hours of work, that time so occurring shall, for pay purposes, be considered time worked.
- 26:03 It is to be understood that in the case of an emergency which constitutes an imminent hazard to life or property, it may not be possible to comply fully with the above, however, the major consideration must be the safety of the employee. In these cases if you have to work, you shall be paid double time.
- 26:04 While on rest period, any requirement to return to work shall be considered a call-out as per article 15:07 (a) (b) (c).

ARTICLE 27 - HEALTH AND SAFETY

- 27:01 The existing safety devices and practices of the Corporation, for the purpose of protecting employees from injury, accident and unhealthful conditions at work during their working hours, shall be continued subject to such improvements or changes as the Corporation may from time to time determine to be advisable. The parties recognize that employees have the right and obligation to report unsafe conditions and practices to their immediate Supervisor.
- 27:02 A Union-Management Occupational Health and Safety Committee shall be established consisting of four members appointed by the Union from their Bargaining Unit and four members appointed by Management. Each party shall notify the other in writing of its appointees and any subsequent changes.
- 27:03 One Corporation and one Union representative from the Committee shall conduct inspections as recommended by the Committee but in no instance will the time between inspections exceed three (3) months.
- 27:04 Within five (5) days after the inspection, a meeting of the Committee shall be held to discuss the findings of the inspection and any other items of safety. Minutes of meetings will be distributed to each committee member and will, within five (5) days, be presented to Management with recommendations for action.
- 27:05 Members of the Occupational Health and Safety Committee will be paid at their straight time hourly rate for hours which would have otherwise been worked when on safety inspection or safety meetings.

27:06 Employees will not be required to attend safety/shop meetings held outside their regular working hours. However, if they elect to attend, when requested, they shall be paid at their straight time hourly rate for all time spent in such meetings.

27:07 The Corporation and the Union are committed to the safety, health and welfare of employees. This is accomplished through various joint safety committees and a collaborative effort and relentless commitment by all employees.

27:08 The following committees have been established to promote safety. When the need arises to change the direction or the existence of these Committees it will be done jointly with Union and Management. These committees will review and update their respective mandates as required.

(a) Safety Partnership Committee

Safety Partnership Committee consists of Company and Union leadership members. The Safety Partnership Committee mandate includes:

- Ensuring that safety and labour relations remain separate and distinct;
- Maintaining a respectful and meaningful collaboration for The Corporation's safety program and strategies;
- Actively promote Union Management alignment on safety;
- Formulating and executing a high level plan to improve safety at Churchill Falls;
- Providing guidance and support to the Safety Leaders team, management and the Union executive in promoting all safety initiatives.

(b) Safety Leaders Committee

The Safety Leaders Committee consists of Union members appointed by the Union Executive and Management members appointed by the Company. Each safety leader will champion and promote safety and health within the Corporation. The mandate includes:

- Providing input into the safety related goals and objectives of the Corporation;
- Ensuring that effective safety related processes are identified, developed and implemented;
- Reviewing and analyzing safety related data in order to identify and address emerging trends;
- Providing guidance and advice to other safety-related committees;
- Making recommendations on safety-related education and training programs.

(c) Safety Stewards

Safety Stewards are a group of representatives from each shop whose mandate includes:

- Working with their supervisor to address health and safety concerns;
- Advocating on behalf of their shop on health and safety Matters;
- Participating in accident/incident investigations.

ARTICLE 28 - SAFETY AND PROTECTIVE EQUIPMENT

28:01 Employees are required to use and/or wear safety equipment and apparel for their protection in the performance of their duties:

(a) The following, when required, will be supplied to each employee at Corporation expense:

- i. Safety Glasses
- ii. Hard Hats, complete with liners
- iii. Work Gloves
- iv. Coveralls (non-insulated)
- v. Rain Gear
- vi. Safety Apron
- vii. Butcher's Steel Glove
- viii. Bug Jacket

(b) Employees upon initial hire, who are required to wear safety footwear, shall be paid a subsidy of \$300.00 towards the purchase of Corporation approved safety footwear.

(c) Temporary/Part-Time employees as defined under Article 42, who are required to wear safety footwear, upon hire shall be entitled to the subsidy as per Clause 28:01(b). Additional subsidy will be made payable each subsequent 2080 regular hours worked.

(d) Employees are required to provide suitable clothing necessary for the performance of their regular duties. Extra protective clothing necessary for temporary assignments outside regular duties and work clothing for use on infrequent assignments causing extreme wear and tear will be loaned by the Corporation.

Recreation Attendants who are required to drive the ski-dozer will be provided with a snowmobile suit.

- (e) Employees who, in the performance of their duties, accidentally damage or break their prescription glasses shall have same repaired or replaced by the Corporation.
- (d) Employees required to work outdoors during the winter months (October - April) shall be supplied with insulated coveralls.

ARTICLE 29 - CONTRACTING OUT

- 29:01 Permanent employees who are members of the Union will not be laid off as a result of work shortages resulting from contracting out.
- 29:02 Any contract work will be discussed in advance with the Union. The Corporation will establish a committee of three (3) members of Senior Management and three (3) representatives of IBEW Local 2351 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 corporate costs. There will be an initial meeting on the Contracting out by the end of November and a follow up meeting by the end of January.

ARTICLE 30 - VALIDITY OF AGREEMENT

- 30:01 In the event that any of the provisions of this Agreement are found to be in conflict with any valid and applicable provincial or federal law, it is agreed that such law shall supersede the conflicting provisions without in any way affecting the remainder of this Agreement.

ARTICLE 31 - NOTICES

- 31:01 Any notices in writing required by this Agreement or which either party desires to give to the other shall be given by registered mail, postage prepaid, addressed as follows:

To the Corporation:
Churchill Falls (Labrador) Corporation
P. O. Box 310
Churchill Falls, NL A0R 1A0
Attention: Human Resources Division

To the Union:
International Brotherhood of Electrical Workers
Local 2351
P. O. Box 235
Churchill Falls, NL AOR 1A0

- 31:02 Any notice so mailed shall be deemed given as of the next business day after date of mailing. The registration receipt shall establish the date of mailing.
- 31:03 Either party may change its address for service of notices at any time by notice above mentioned.

ARTICLE 32 - CO-OPERATIVE COMMITTEE

- 32:01 A Co-operative Committee has been established between employees who are members of Local Union 2351 of the International Brotherhood of Electrical Workers and the Churchill Falls (Labrador) Corporation for the purpose of discussing matters of mutual interest other than formal grievances.
- 32:02 The committee will be comprised of Management representatives and up to seven (7) Union representatives. The Chairperson will alternate between Union and Management. The Corporation will provide secretarial services.
- 32:03 A minimum of one (1) meeting per quarter shall be held. Times may be altered and additional meetings may be called by either Chairperson by mutual agreement with the other.
- 32:04 Each Chairperson will submit to the secretary a list of the subjects to be discussed at the meeting. The secretary will distribute the agenda to each Chairperson prior to such meeting being held.
- 32:05 The Union representatives on the Committee will be given leave with pay to attend these meetings. Overtime and expenses will not be paid by the Corporation.

ARTICLE 33 - SEVERANCE AND RETIREMENT COMPENSATION

- 33:01 The Hydro Group Policy on Termination Remuneration will apply to permanent employees covered by this bargaining unit. Retirement Compensation will be to a maximum of twenty-six (26) weeks and will be no less beneficial than the policy that exists on November 20, 2014, except as provided in the Letter of Understanding on Retirement Group Insurance Benefits.

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

33:02 Current and future Temporary employees will receive severance and retirement compensation per the NL Hydro's 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.

33:03 To be eligible for compensation under article 33.02 an employee must have relinquished all recall rights under Article 12.

ARTICLE 34 - NEGOTIATING COMMITTEE

34:01 The Corporation agrees to pay up to six (6) employees, one (1) of which will be from this Bargaining Unit, who are members of the Union Negotiating Committee, for time spent negotiating a new Agreement, including time spent in conciliation and arbitration. Under no circumstances will premium time be paid to employees as a result of these negotiations.

ARTICLE 35 - TRAINING

35:01 ON-SITE TRAINING - Training, re-training, and refresher courses will normally be given to employees during regular working hours at straight time rate. In the event that circumstances necessitate these courses being given outside regular working hours, employees attending will be paid at the prevailing overtime rate.

35:02 OFF-SITE TRAINING - Training, re-training, and refresher courses may from time to time require an employee to travel to various schools of instruction. In such cases the employee shall be paid a maximum of eight (8) hours per day and forty (40) hours per week regardless of the length of the training assignments. The Corporation will grant

and pay for actual travel time each way at straight time rates up to a maximum of sixteen (16) hours for travel outside of the employee's scheduled hours. The Corporation shall provide the necessary transportation, room and board to employees who are required to attend off-site training.

Wherever possible, accommodations shall be on single status.

35:03 Employees who report for on-site training outside of normal schedule work hours without having been notified at their normal place of residence not to report and for whom no training is available, will be paid two (2) hours pay at their regular rate.

35.04 Employees who are required to be offsite for training on their scheduled days off, will be granted a day in lieu on a day-for-day basis at a time to be mutually agreed upon by the employee and the Supervisor.

ARTICLE 36 - EMPLOYEE EDUCATIONAL ASSISTANCE

36:01 When an employee desires to participate in job related or 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, high school, college, university professional group or correspondence courses.

- (a) The employee must have the study course approved by:
 - i. The Department Manager on the recommendation of the employee's Supervisor.
 - ii. The Human Resources Division prior to undertaking the course.
- (b) The employee must pay the full cost of the course before a rebate will be made.
- (c) The employee must furnish evidence of having satisfactorily completed the course.

36:02 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.

36:03 **DEFINITIONS**

Job related training courses are those which ensure that an employee has the knowledge and skills they need to perform their current job in a safe and effective

manner; improve an employee’s ability to perform at a higher level in certain aspects of the job; or prepare the employee for progression to a higher level within their discipline or current field of expertise. Developmental training courses are those which upgrade skills or qualifications which relate to career or knowledge and skills enhancement but are beyond those courses approved under job related training.

In no case will the period during which any one course is taken exceed five (5) years.

36:04 The recipient must be an employee of the Corporation at the time the refund is made. The employee may be granted up to three (3) days’ education leave to prepare for and write the midterm and/or final examination pertaining to an approved course of study.

36:05 Any changes in the Corporation's Policy increasing the level of the benefit will be applicable to this Article.

ARTICLE 37 - TRAVEL EXPENSES

37:01 When employees work away from their normal headquarters which requires them to remain overnight, the Corporation will provide accommodation and, in addition, the employee shall be paid a per diem meal allowance for each day they are away. The per diem meal allowance shall be distributed as follows **effective date of signing:**

	Island of Nfld.	Labrador & Other
Breakfast	\$12.50	\$14.00
Lunch	\$16.50	\$18.00
Dinner	\$24.50	\$26.50
Incidentals	\$ 8.50	\$ 8.50

37:02 Employees will not be permitted to claim the per diem allowance where board is provided by the Corporation.

37:03 Employees will not be eligible to receive both overtime meals and a per diem meal allowance as defined under this article, for the same meal. Employees working overtime after their regular scheduled shift has ended shall be entitled to overtime meals as per article 20.01(c).

37:04 Employees who are not scheduled, before leaving their place of work on their previous shift, to work out of town, which prevents them from returning home for their noon day meal shall have such meal provided by the Corporation.

37:05 Employees while working at Esker shall be provided with meals.

- 37:06 Employees while working at Wabush shall be paid the applicable per diem allowance.
- 37:07 Any increase in per diem rates as per Corporation Policy, during the term of this Collective Agreement, will be applicable to this Article.
- 37:08 Temporary employees hired “off site” for less than three (3) months and who subsequently work in excess of three (3) months without a break in service, shall be entitled to Vacation Travel Assistance as per Site Administration Regulations No. 3.3 dated 90-11-19, Revised 02-08-01.

ARTICLE 38 - SICKNESS, ACCIDENT AND LIFE INSURANCE

- 38:01 Every permanent employee covered under this Agreement will participate in and will be eligible for the benefits of the Corporation's Health-Accident-Life Insurance Program.
- 38:02 The Corporation will pay fully the premiums for all benefits under the Program with the exception of:
- (a) Long-Term Disability, the premiums for which will be paid fully by the Employee.
 - (b) Dental Plan reflecting the current fee guide, the premium for which will be paid 75% by the Corporation and 25% by the employee.
- 38:03** For Temporary and Part-time employees as defined under Article 42 the following is applicable:
- (a) Employees while on active employment with the Corporation, shall be eligible for the Group Insurance Accidental Death and Dismemberment in the amount of **\$75,000.00**.
 - (b) Employees, who have worked an accumulation of 2080 hours, will be eligible for the following Group Insurances, while on active employment with the Corporation:
 - i. Regular Life Insurance – Three (3) times basic annualized earnings.
 - ii. Accidental Death and Dismemberment – Three (3) times basic annualized earnings.
 - iii. Optional Dependent Life Insurance.

- iv. Supplementary Health Insurance (Excluding Long Term Disability).

The Corporation will pay the premium for all benefits listed above except item (iii) and 25% employee portion of Dental.

ARTICLE 39 - SUMMER STUDENTS

39:01 Summer Students who are in full time attendance at university, college, vocational school or high school Level III or high school equivalency and are normally a resident at Churchill Falls during the regular vacation period of the educational institution which they are attending may be hired as students during the period from May 1st to August 31st in any year. Hiring shall be in accordance with Site Administration Regulation No. 3.5 dated 90-03-30; Revised 2009-02-02.

39:02 Students will be governed by the Provisions of this Agreement with the following exceptions:

- (a) Article 8 - Adjustment of Grievances
- (b) Article 9 – Arbitration
- (c) Article 12 - Seniority, Job Posting, Recall, Layoff
- (d) Article 15 - Overtime
Students will not work overtime, either scheduled or unscheduled, unless permanent employees within the classification are unavailable to work such work assignments. Students required to work overtime will have such time reported on overtime postings in the area they are assigned.
- (e) Article 23 - Vacations
Vacation pay will be in lieu of vacations and will be paid at the rate of 7 % of regular wages. Such pay will be calculated and paid each pay period.
- (f) Article 25 - Sick Leave
Summer Students will earn one (1) day Sick Leave for each week of continuous employment, up to a maximum of one (1) week at any one time. Upon layoff the earned Sick Leave will be automatically eliminated. Proof of illness, if requested, must be provided to the satisfaction of the Corporation.
- (g) Article 33 - Severance and Retirement
- (h) Article 38 - Sickness, Accident and Life Insurance

Students will be eligible for Accidental Death and Dismemberment insurance in the amount of **\$75,000.00** during the term of their employment. Premium will be paid totally by the Corporation.

- (i) Article 40 – Pensions
- (j) Article 41 – Benefits

ARTICLE 40 - PENSIONS

40:01 Employees will be only entitled to pension benefits in accordance with the Public Service (Pensions) Act, Chapter P-44, RSN 1990, or the Government Money Purchase Pension Plan Act, Chapter G-6, RSNL 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 or the Government Money Purchase Pension Plan Act.

ARTICLE 41 - BENEFITS

41:01 Employees covered by this Bargaining Unit, in permanent positions living at Churchill Falls, will be eligible for the following benefits:

- (a) The Corporation will continue to subsidize the cost of food transportation to Churchill Falls for sale through the local grocery store so as to maintain prices that are competitive with major retail outlets in St. John's.
- (b) The Corporation will, by mode of transportation it deems appropriate, provide transportation for employees from the townsite and/or campsite to their place of work for the beginning and end of each shift and for unpaid meal breaks. Employees will not be picked up earlier than one-half hour prior to the beginning of their shift. Job transportation will not be provided within the community, nor will any allowance be provided for use of
- (c) The existing rent structure will remain unchanged.
- (d) Employees who are granted leave under Clause 24:03 (Bereavement Leave) will be provided transportation, for themselves and dependant immediate family members living in the household for the purpose of attending the funeral, limited to a return air ticket to the airport nearest the employees'

destination, not to exceed the cost of airfare from Churchill Falls to St. John's, Newfoundland.

- (e) Employees who are terminated by the Corporation during their probationary period or at any time due to lack of work, or an employee who terminates for any reason after having completed three (3) years of continuous service shall receive:
 - i. Airfare for themselves and each dependent to their destination, not to exceed the cost of airfare from Churchill Falls to St. John's, and
 - ii. The cost of relocating furniture and personal effects by mode of transportation chosen by the Corporation, not to exceed the cost of such transportation to St. John's, Newfoundland. The above will not apply when the employee is being relocated by their new employer.
- (f) Employees who are granted leave under Clause 24:12 (Relocation) shall be granted, on one occasion only, a return ticket from Churchill Falls to their former place of residence and a one-way ticket for each member of their immediate family, from their former place of residence to Churchill Falls for the purpose of relocating their family and/or personal effects. Where relocation was provided at initial hiring, this travel will not apply.
- (g) When an employee is first assigned unfurnished accommodations, after having lived in furnished accommodations, shall be provided return transportation, on one occasion only, to the Island of Newfoundland for the purpose of purchasing furniture.
- (h) Vacation Travel Assistance as per Site Administration Regulation No. 3.3 dated 90-11-19; Revised 02-08-01.
- (i) Medical, dental and orthodontic travel assistance as per Site Administration Regulation No. 3.6 dated October 2, 1991.
- (j) An employee shall receive up to two (2) per year leave of absence, with pay, if delayed from returning to work from the following approved paid leaves, which include annual, sabbatical, GWAC, floaters, family, bereavement, or banked overtime, as scheduled, because the employee is unable to return to Churchill Falls due to an interruption in the commercial transportation/highway closure which services Labrador.
- (k) Permanent employees who have attained a minimum of twenty (20) years of cumulative worked service with the Corporation in Churchill Falls will be

eligible for transitional allowance equivalent to \$500.00 for year of such cumulative service upon leaving the corporation.

41:02 For Temporary and Part-time employees as defined under Article 42 the following is applicable:

- (a) The existing rate for board and lodging, for employees relocated to Churchill Falls by the Corporation, will remain unchanged.
- (b) Employees hired and relocated to Churchill Falls by the Corporation, for work purposes, when terminated will be relocated to their point of hire, not to exceed the cost of airfare from Churchill Falls to St. John's.

Temporary employees hired off-site by being recalled or who are filling a job posting which will exceed three (3) months will be placed on a rotation of three (3) weeks working and one (1) week off to be mutually agreed upon by the employee and the Supervisor. Travel arrangements will be managed by the Company and will cover airfare, ground transportation and up to one night's accommodations each way where required with prior approval through Human Resources.

Vacation Travel Assistance as per Site Administration Regulation #3.3 dated 90-02-02. Employees hired on-site shall receive a trip following the completion of 520 hours/1040 hours worked in a Calendar year. This benefit shall not apply where employees are eligible under any section of the Site Administration Regulation #3.3 dated 90-11-19.

- (c) Employees referred by the Resident Doctor, under Site Administration Regulation No. 3.6 dated 90-11-19, will receive travel assistance, as per section 4.0.
- (d) **An off-site temporary employee on a 3 and 1 rotation shall receive one (1) paid day at the end of their rotation upon layoff.**

ARTICLE 42 - DEFINITIONS

42:01 Temporary Employee

- (a) A temporary employee is a person hired into classifications under Appendix B who may backfill an employee for leaves of absences, Long Term Disability, or be hired to complement permanent staff. These employees' normal scheduled hours will be forty (40) hours per week in accordance with the hours of work outlined in Article 13 of this agreement.

- (b) A part-time employee is an employee whose normal scheduled hours of work may be less than the normal work day, normal work week or normal hours per week in a cycle of shifts for a full-time employee in the classification. A part-time employee who is assigned to work in excess of their normally scheduled daily work hours, normal work week or normal hours per week in a cycle of shifts shall be paid at straight time rates until they have worked the equivalent of full time hours per day, per week or hours per week in a cycle of shifts and at premium rates for any hours worked thereafter. It is understood that the minimum hours scheduled per week will not be less than 16 hours.
- (c) An employee hired into the Office Clerk pool is considered a part-time employee (e.g. with regards to benefits), with the exception of Article 13:05 and minimum scheduled hours per week. Such employees will be called in as needed to backfill permanent and temporary employees who are on sick leave, vacation and/or other leaves of absence, or to complement the permanent workforce. These employees may apply on temporary clerical postings and return to the pool with no loss of seniority.
- (d) Temporary/part time employees hired less than three months shall participate in the Government Money Purchase Plan (GMPP). Temporary/part time employees that are hired for, or who work in, excess of 3 months will be enrolled in the Public Service Pension Plan (PSPP). These employees may be eligible for holiday, vacation, leave, and salary based insurance benefits under this Agreement, however, entitlement and/or payment of such benefits will be pro-rated in accordance with their normal scheduled hours of work.

42:02 Permanent Employee


- (a) A permanent employee is an employee who is awarded a position which has been designated a permanent position by the Corporation, and whose normal hours per week are 40 hours. Notwithstanding the provisions of this Clause, when a person is hired to replace an employee who is on worker's compensation or long-term disability, they will be hired on the condition that, should the previous incumbent employee return to work, the hired replacement will be laid off in accordance with the provisions of Article 12.


ARTICLE 43 - DURATION AND RENEWAL OF AGREEMENT

43:01 This Agreement shall become effective on the 1st day of January, **2023** and shall remain in force and effect for a period of **forty-eight (48)** months from that date to December 31, **2026**. This Agreement shall automatically renew from year to year unless written notice is given between the thirtieth and sixtieth day prior to December 31, **2026**, or December 31st in any succeeding year by either party to the other, of a desire to revise or terminate the Agreement.


SIGNED THIS 16th DAY OF January, 2024 at Churchill Falls, NL
(and in part at St. John's, NL).

SIGNED ON BEHALF OF LOCAL 2351
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS







Chris Thom




Chris Sullivan

SIGNED ON BEHALF OF CHURCHILL FALLS
(LABRADOR) CORPORATION





Gavin Morris



S. Power

Andy Reale

APPENDIX "A" – HOURLY WAGE RATES

APPENDIX "A"
HOURLY WAGE RATE

HOURLY RATE BASED ON 2080 HOURS PER YEAR
EACH STEP REPRESENTS A 5% INCREMENT

CLASSIFICATION		Step 1	Step 2	Step 3	Step 4
<u>GROUP 9</u>					
Butcher	Jan 1/23	\$ 31.65	\$ 33.23	\$ 34.89	\$ 36.64
	Jan 1/24	\$ 32.28	\$ 33.90	\$ 35.59	\$ 37.37
	Jan 1/25	\$ 33.59	\$ 35.27	\$ 37.03	\$ 38.88
	Jan 1/26	\$ 34.94	\$ 36.69	\$ 38.53	\$ 40.45
	Oct 1/26	\$ 35.29	\$ 37.06	\$ 38.91	\$ 40.86
<u>GROUP 8</u>	Jan 1/23	\$ 29.26	\$ 30.73	\$ 32.26	\$ 33.88
Accounting Clerk	Jan 1/24	\$ 29.85	\$ 31.34	\$ 32.91	\$ 34.55
	Jan 1/25	\$ 31.05	\$ 32.61	\$ 34.24	\$ 35.95
	Jan 1/26	\$ 32.31	\$ 33.93	\$ 35.62	\$ 37.40
	Oct 1/26	\$ 32.63	\$ 34.26	\$ 35.98	\$ 37.78
<u>GROUP 7</u>					
Aviation Technical Records Clerk	Jan 1/23	\$ 28.50	\$ 29.92	\$ 31.42	\$ 32.99
Maintenance Planning Clerk	Jan 1/24	\$ 29.07	\$ 30.52	\$ 32.05	\$ 33.65
Maintenance Planning Clerk (Garage)	Jan 1/25	\$ 30.24	\$ 31.76	\$ 33.34	\$ 35.01
Office Clerk	Jan 1/26	\$ 31.46	\$ 33.04	\$ 34.69	\$ 36.42
Retail Stores Clerk	Oct 1/26	\$ 31.78	\$ 33.37	\$ 35.04	\$ 36.79
Secretary					
Stores Clerk					
<u>GROUP 6</u>					
Aquatics Facilities Attendant	Jan 1/23	\$ 26.04	\$ 27.34	\$ 28.71	\$ 30.15
Grocery Clerk/Meat Cutter	Jan 1/24	\$ 26.56	\$ 27.89	\$ 29.28	\$ 30.75
Recreation Attendant	Jan 1/25	\$ 27.63	\$ 29.02	\$ 30.47	\$ 31.99
Special Events Coordinator	Jan 1/26	\$ 28.75	\$ 30.19	\$ 31.70	\$ 33.28
Summer Program Coordinator	Oct 1/26	\$ 29.04	\$ 30.49	\$ 32.01	\$ 33.62

CLASSIFICATION		Step 1	Step 2	Step 3	Step 4
<u>GROUP 5</u>					
	Jan 1/23	\$ 24.56	\$ 25.79	\$ 27.08	\$ 28.43
	Jan 1/24	\$ 25.05	\$ 26.31	\$ 27.62	\$ 29.00
	Jan 1/25	\$ 26.06	\$ 27.37	\$ 28.74	\$ 30.17
	Jan 1/26	\$ 27.12	\$ 28.47	\$ 29.90	\$ 31.39
	Oct 1/26	\$ 27.39	\$ 28.76	\$ 30.20	\$ 31.71
<u>GROUP 4</u>					
Lifeguard	Jan 1/23	\$ 23.15	\$ 24.31	\$ 25.53	\$ 26.80
	Jan 1/24	\$ 23.62	\$ 24.80	\$ 26.04	\$ 27.34
	Jan 1/25	\$ 24.57	\$ 25.80	\$ 27.09	\$ 28.44
	Jan 1/26	\$ 25.56	\$ 26.84	\$ 28.18	\$ 29.59
	Oct 1/26	\$ 25.82	\$ 27.11	\$ 28.47	\$ 29.89
<u>GROUP 3</u>					
Cleaner	Jan 1/23	\$ 21.87	\$ 22.96	\$ 24.11	\$ 25.32
General Help	Jan 1/24	\$ 22.31	\$ 23.42	\$ 24.59	\$ 25.82
Housing Cleaner	Jan 1/25	\$ 23.21	\$ 24.37	\$ 25.59	\$ 26.87
	Jan 1/26	\$ 24.14	\$ 25.35	\$ 26.62	\$ 27.95
	Oct 1/26	\$ 24.39	\$ 25.61	\$ 26.89	\$ 28.23
<u>GROUP 2</u>					
	Jan 1/23	\$ 20.60	\$ 21.63	\$ 22.72	\$ 23.85
	Jan 1/24	\$ 21.02	\$ 22.07	\$ 23.17	\$ 24.33
	Jan 1/25	\$ 21.87	\$ 22.96	\$ 24.11	\$ 25.31
	Jan 1/26	\$ 22.75	\$ 23.89	\$ 25.08	\$ 26.33
	Oct 1/26	\$ 22.98	\$ 24.12	\$ 25.33	\$ 26.60
<u>GROUP 1</u>					
	Jan 1/23	\$ 19.44	\$ 20.41	\$ 21.43	\$ 22.51
	Jan 1/24	\$ 19.83	\$ 20.82	\$ 21.86	\$ 22.96
	Jan 1/25	\$ 20.63	\$ 21.66	\$ 22.75	\$ 23.88
	Jan 1/26	\$ 21.46	\$ 22.54	\$ 23.66	\$ 24.85
	Oct 1/26	\$ 21.68	\$ 22.76	\$ 23.90	\$ 25.10

SUMMER STUDENT'S RATE OF PAY IS BASED ON GROUP 1, STEP 1.

APPENDIX "B" – STANDARD JOB DUTIES & QUALIFICATIONS

During the term of the Agreement the parties agree that the Standard Job Duties and Qualifications in the appendix will be reviewed and updated as required and will be integrated as an addendum of the collective agreement.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION:

Aviation Technical Records Clerk

DUTIES:

Maintains proficiency in NL Hydro's Maintenance Policy Manual (MPM), Maintenance Control Manual (MCM) and the rules and regulations outlined in various aviation standards. Prepares future maintenance forecasts as directed. Prepares and files task cards as per the MPM and issues necessary parts, prepares requisitions, purchase orders and completes other general office functions. Carries out clerical duties in the maintenance of aviation related records and manuals. Completes manifest and other duties when required to help prepare in the dispatch of aircraft. This position requires a high level of confidentiality. All other duties as assigned.

Responsible for the personal safety and that of co-workers by observing and promoting the Corporations Safety and Health Program. Responsible for any environmental aspects of the job and performing work in an environmentally responsible manner.

QUALIFICATIONS:

High School graduation or equivalency supplemented by the successful completion of a recognized office administration program or equivalent combination of education, training and two (2) years experience. Must successfully complete associated training for Technical Records or Maintenance Management and Aviation IT systems. Must possess strong computer skills, communication skills and a valid Class 5 driver's licence.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION: Aquatics Facilities Attendant

DUTIES: Provide lifeguarding services when required. Instruct and assist in development and implementation of various programs (i.e. swimming lessons and fitness programs). Maintain pool equipment as required by industry and regulatory standards, i.e. filtration plant, maintain records associated with chlorine levels, ph levels, air and water temperatures, calcium hardness, and alkalinity. Provide routine maintenance such as custodial duties for pool, change rooms, showers, fitness center and surrounding areas. Assist with preparation for painting at aquatics facilities and complete any secondary painting as required. Maintain security at aquatics facilities and assign recreation and safety equipment available to the community. Assist with corporate and community sponsored functions. Verify and deposit Youth Center inventory and weekly cash receipts.

Responsible for personal safety and that of co-workers by observing and promoting the Corporations safety and health program. Responsible for any environmental aspects of the job and performing work in an environmentally responsible manner.

QUALIFICATIONS: High School graduation or equivalency. Hold a National Lifeguard certification in addition to a valid Standard First Aid and CPR Certificate as per the Consolidated Newfoundland & Labrador Regulation 1023/96, Public Pools Regulations under the Public Health Act. Certificate as a Red Cross Water Safety Instructor, Lifesaving Society of Canada Water Safety Instructor. Pool Operator Certification not required, but would be an asset. Shall have a thorough knowledge of all job related safety and operating regulations. Must possess an valid Class 5 driver's licence.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION:

Butcher

DUTIES:

To assist customers. To cut and display meat under the direction of the Supervisor. To price and stock merchandise on shelves and in meat display unit. Transferring of goods to and from Grocery Store. To prepare and package special cuts of meat as required by customers. Maintain the display of meats in meat cases, meat cooler and freezers. Maintain a high level of health standards and housekeeping in all areas. Pack merchandise for return to suppliers. Regular inventory counts for recording purposes. Prepare purchase requisitions for all products including operating supplies required to operate the meat department. Provide instruction to the Grocery Clerk/Meat Cutters. All other duties as assigned.

Responsible for personal safety and that of co-workers by observing and promoting the Corporation's Safety and Health Program. Responsible for any environmental aspects of the job and performing work in an environmentally responsible manner.

QUALIFICATIONS:

High School graduation or equivalency supplemented by the successful completion of a certificated meat cutting course, or a minimum of five (5) years experience cutting, packaging and display of meats in a recognized grocery store environment. Shall have a thorough knowledge of all safety and operating regulations. Must possess a valid Class 5 driver's licence which includes Air Brake Endorsement.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION:

Cleaner

DUTIES:

Performs general janitorial work for corporate facilities. Operates a variety of cleaning equipment. All other duties as assigned.

Responsible for personal safety and that of co-workers by observing and promoting the Corporation's Safety and Health Program. Responsible for any environmental aspects of the job and performing work in an environmentally responsible manner.

QUALIFICATIONS:

High school graduation or equivalency. Capable of performing janitorial and housekeeping type tasks. Physically capable of doing heavy lifting. Must possess a valid Class 5 driver's licence.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION:

General Help

DUTIES:

To clean dishware, kitchenware and utensils associated with the Mess Hall and Staff House facilities. To clean areas related to these facilities. To assist Mess Hall Staff when required. All other duties as assigned.

Responsible for personal safety and that of co-workers by observing and promoting the Corporation's Safety and Health Program. Responsible for any environmental aspects of the job and performing work in an environmentally responsible manner.

QUALIFICATIONS:

High School graduation or equivalency. Capable of performing general housekeeping type tasks. Physically capable to do heavy lifting associated with Mess Hall and Staff House duties, i.e., table, chairs, roll-a-ways, food orders, banquet, etc. Shall have a thorough knowledge of all job related safety and operating regulations. Must possess a valid Class 5 driver's licence.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION: Grocery Clerk/Meat Cutter

DUTIES: To assist customers including; checking in customers' groceries, and packing customers' goods. Balance cash receipts. Duties associated with the preparation of food for the bakery/deli, including meat cutting, under the direction of the Butcher. Duties associated with the preparation of food for the bakery/deli. Transferring goods to and from Grocery Store. To offload and store merchandise. To price and stock merchandise on shelves and in meat display unit. Pack merchandise for return to suppliers. Regular inventory counts for reordering purposes. General housekeeping duties. All other duties as assigned.

Responsible for personal safety and that of co-workers by observing and promoting the Corporation's Safety and Health Program. Responsible for any environmental aspects of the job and performing work in an environmentally responsible manner.

QUALIFICATIONS: High School graduation or equivalency. Physically capable to do heavy lifting associated with Grocery Store and Food Warehousing. One (1) year experience in the cutting of meat would be an asset. Shall have a thorough knowledge of all safety and operating regulations. Must possess a valid Class 5 driver's licence which includes Air Brake Endorsement.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION:

Housing Cleaner

DUTIES:

Performs general janitorial work for accommodation units. All other duties as assigned.

Responsible for personal safety and that of co-workers by observing and promoting the Corporation's Safety and Health Program. Responsible for any environmental aspects of the job and performing work in an environmentally responsible manner.

QUALIFICATIONS:

High school graduation or equivalency. Capable of performing janitorial and house keeping type tasks. Physically capable of doing heavy lifting. Must possess a valid Class 5 driver's licence.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION:

Lifeguard

DUTIES:

To provide lifeguarding services where required. To assist instructors with swimming lessons. Ensures that facilities are maintained in the proper condition as required by law. Maintains records, i.e., chlorine levels, P.H. levels and water/air temperatures. Pool maintenance. Security of facilities. General housekeeping duties. All other duties as assigned.

Responsible for personal safety and that of co-workers observing and promoting the Corporation's Safety and Health Program. Responsible for any environmental aspects of the job and performing work in an environmentally responsible manner.

QUALIFICATIONS:

High School graduation or equivalency. Hold a valid National Lifeguard certification in addition to a valid Standard First Aid and CPR Certificate as per the Consolidated Newfoundland & Labrador Regulation 1023/96, Public Pools Regulations under the Public Health Act. Shall have a thorough knowledge of all job related safety operating regulations. Must possess a valid Class 5 drivers licence.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION: Maintenance Planning Clerk

DUTIES: To provide keyboarding, filing and general office functions. Assist in the co-ordination of the work order system and the execution of the preventive maintenance programs. Maintain backlog of all outstanding work and historical records of equipment. General housekeeping duties. All other duties as assigned.

Responsible for personal safety and that of co-workers by observing and promoting the Corporation's Safety and Health Program. Responsible for any environmental aspects of the job and performing work in an environmentally responsible manner.

QUALIFICATIONS: High School or equivalency supplemented by the successful completion of a recognized office administration/secretarial program or an equivalent combination of education, training and two (2) years experience.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION: Maintenance Planning Clerk (Garage)

DUTIES: To provide keyboarding and general office functions. Maintains a work order and filing system for servicing of vehicles and equipment (regular preventive maintenance and requested repairs). To maintain a cash float. General housekeeping duties. All other duties as assigned.

Responsible for personal safety and that of co-workers by observing and promoting the Corporation's Safety and Health Program. Responsible for any environmental aspects of the job and performing work in an environmentally responsible manner.

QUALIFICATIONS: High School graduation or equivalency supplemented by the successful completion of a recognized office administration/secretarial program or an equivalent combination of education, training and two (2) years experience. Must possess a valid Class 5 drivers licence.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION: Newsletter Clerk

DUTIES: To produce and distribute the Churchill Falls Community Newsletter, The Current, for biweekly production. The successful candidate will work in cooperation with the Communications and Community Relations Coordinator. All other duties as assigned.

Responsible for personal safety and that of co-workers by observing and promoting the Corporation's Safety and Health Program. Responsible for any environmental aspects of the job and performing work in an environmentally responsible manner.

QUALIFICATIONS: High school graduation. Completion of a one or two year journalism\writing program or combination of a relevant diploma and experience. Must be proficient with computers as well as possessing experience and knowledge of Microsoft programs such as Word, Publisher, Excel, PowerPoint, etc. Experience in newsletter publications and professional writing and a good working knowledge of digital photography and photo applications/programs. Must possess a valid Class Five (5) driver's licence.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION: Office Clerk

DUTIES: To provide typing and general office functions. Sending, receiving and distributing Fax messages. Ensuring an adequate supply of paper is on hand (Photocopier, Fax). Intercepting telephone and taking and giving messages, when required. Opening and stamping incoming mail. Setting up meetings and notifying personnel required to attend. Provide relief in other areas on site. To operate the switchboard. Making travel arrangements. Compiling monthly telephone bills and forwarding to applicable areas for proper approval. Issuing and reordering of stationary supplies. All other duties as assigned.

Responsible for personal safety and that of co-workers by observing and promoting the Corporation's Safety and Health Program. Responsible for any environmental aspects of the job and performing work in an environmentally responsible manner.

QUALIFICATIONS: High School graduation or equivalency supplemented by the successful completion of a recognized office administration/secretarial program or an equivalent combination of education, training and two (2) years experience. Must possess a valid Class 5 drivers licence.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION:

Recreation Attendant

DUTIES:

Provide routine maintenance, including secondary painting and custodial duties to all assigned recreation equipment and facilities including grounds keeping for outside facilities with seasonal requirements. This includes but is not limited to curling club, arena, gymnasium, ball and soccer fields, playground, ski hill, ski trails and Youth Centre. Ensure that recreation equipment and grounds are kept in safe and operable condition. Assist with special events; this includes but is not limited to sports and recreation events, cultural events, social functions, holiday festivities, corporate sponsored functions. Assist with set up of equipment for special events at McParland House and various meetings throughout the community and associated worksites. Creating and maintaining trails for the community and surrounding areas. To ensure the rules and regulations of Recreational facilities are enforced and that proper order is maintained. To manage the Youth Centre canteen, stock and funds, liaise with the Youth Centre Council. Plan and coordinate programs for youth in a group setting and facilitate various youth and recreational activities. All other duties as assigned.

Responsible for personal safety and that of co-workers by observing and promoting the Corporations' Safety and Health Program. Responsible for any environmental aspects of the job and performing work in an environmentally responsible manner.

QUALIFICATIONS:

High School graduation or equivalency. One (1) year experience in a related field and experience in planning and coordinating programs for children in a group setting would be an asset. An equivalent combination of education, training and experience will be considered. Must be able to work with a minimum of supervision. Shall have a thorough knowledge of all job related safety and operating regulations. Must possess a valid Class 5 driver's licence.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION: Retail Stores Clerk

DUTIES: To perform typing, filing and general office functions, including the processing of invoices. Assisting with the input of the point of sale system. Sending and distributing faxes, receiving and distributing messages, sorting mail, arranging and organizing meetings. Arrange off site travel and accommodations when requested. To monitor office supplies and re-ordering supplies as needed. All other duties as assigned.

Responsible for personal safety and that of co-workers by observing and promoting the Corporation's Safety and Health Program. Responsible for any environmental aspects of the job and performing work in an environmentally responsible manner.

QUALIFICATIONS: High school graduation or equivalency supplemented by the successful completion of a recognized office administration/secretarial program or equivalent combination of education, training and two (2) years experience. Must possess a Class 5 valid drivers licence.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION:

Secretary

DUTIES:

To perform keyboarding, filing and general office functions; sending, receiving and distributing messages. To monitor office supplies and restock storage room. To maintain a petty cash system. Arrange meetings. Arrange off site travel and accommodations when requested. Interfaces with the general public and refers matters to applicable personnel. General housekeeping duties. All other duties as assigned.

Responsible for personal safety and that of co-workers by observing and promoting the Corporation's Safety and Health Program. Responsible for any environmental aspects of the job and performing work in an environmentally responsible manner.

QUALIFICATIONS:

High School graduation or equivalency supplemented by the successful completion of a recognized office administration/secretarial program or an equivalent combination of education, training and two (2) years experience. Must possess a valid Class 5 drivers licence.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION: Special Events Coordinator

DUTIES: The incumbent will plan and implement the events around The Churchill Falls Winter Carnival, in coordination with the Recreation and Housing Supervisor. The incumbent will monitor, plan and implement program content to ensure suitable levels of activity for age groups participating and the adherence to Department Policies and Procedures. The incumbent will enlist the services available from National/ Provincial/ Regional governments, local resources and businesses to make use of all available resources. All other duties as assigned.

Responsible for personal safety and that of co-workers by observing and promoting the Corporation's Safety and Health Program. Responsible for any environmental aspects of the job and performing work in an environmentally responsible manner.

QUALIFICATIONS: High school graduation or equivalency supplemented by the completion of post secondary education/training in a related field such as Education, Recreation, Social Sciences, etc. Experience in planning and coordinating community events would be considered an asset. An equivalent combination of education, training and experience will be considered. Good communication and leadership skills are a necessity.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION:

Stores Clerk

DUTIES:

Operates a computerized materials management system by issuing and receiving parts, and goods associated with the maintenance of Corporate equipment and assets. Performs keyboarding, filing and general office functions as required. Maintains log of all incoming and outgoing freight. Maintains log of freight costs in detail. Verifies and checks daily fuel reports from the fuel services station. Enters purchase requisitions, checks receiving reports, and inventory issues for errors or omissions. Expedites orders as required. Processes third party sales. Maintains MSDS database. Maintains inventory register of stored waste products, including PCBs. All other duties assigned.

Responsible for personal safety and that of co-workers by observing and promoting the Corporation's Safety and Health Program. Responsible for any environmental aspects of the job and performing work in an environmentally responsible manner.

QUALIFICATIONS:

High School graduation or equivalency supplemented by the successful completion of a recognized office administration/secretarial program or an equivalent combination of education, training and two (2) years experience in a warehouse setting. Prior training in Transportation of Dangerous Goods, both air and road transport would be an asset. Must possess a valid Class 5 drivers licence.

APPENDIX "B"

STANDARD JOB DUTIES AND QUALIFICATIONS

CLASSIFICATION: Summer Program Coordinator

DUTIES: Overseeing the planning and implementation of a varied summer recreation program with activities suitable for children ages 4-11 years, direction and evaluation of summer student staff, monitoring of program content and schedules, ensuring adherence to Department policies and procedures and ordering equipment and supplies. All other duties as assigned.

Responsible for personal safety and that of co-workers by observing and promoting the Corporations' Safety and Health Program. Responsible for any environmental aspects of the job and performing work in an environmentally responsible manner.

QUALIFICATIONS: High School Graduation or equivalency supplemented by the successful completion of post secondary education/training in a field related to children/youth (i.e.) Education, Recreation, Social Sciences, etc. Experience in planning and coordinating programs for children in a group setting and experience in instruction of various games, sports, crafts and low organized games. An equivalent combination of education, training and experience will be considered. Must be able to work with minimum supervision.

APPENDIX "C" – LETTERS OF UNDERSTANDING

Letter of Understanding

Mr. Don Lane
President
IBEW Local 2351
P. O. Box 235
Churchill Falls, NL
A0R 1A0

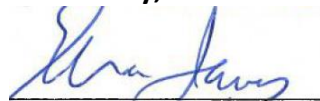
RE: AIR BRAKE ENDORSEMENT – GROCERY CLERK/MEAT CUTTER CLASSIFICATION

Dear Mr. Lane:

This will confirm our understanding regarding the Air Brake endorsement qualification for the Grocery Clerk/Meat Cutter classification.

Employees currently in the Grocery Clerk/Meat Cutter classification and employees who have worked in the classification prior to **November 26, 2021**, will be exempt from this requirement. For greater clarity, all new candidates will be required to hold a valid Class 5 driver's licence with Air Brake endorsement.

Yours truly,



Elaina Janes
Senior Manager, Employee Relations

Letter of Understanding

Mr. Don Lane
President
IBEW Local 2351
P. O. Box 235
Churchill Falls, NL
A0R 1A0

RE: Aviation Technical Records Clerk (Permanent Part-time)

This letter outlines our understanding of the following:

There is a consistent but partial resource requirement within the Aviation Technical Records Clerk classification that will be considered Permanent Part-time. The terms and conditions of this LOU apply specifically to this position - Aviation Technical Records Clerk (Permanent Part-time). Employees hired into this position shall be governed by the terms of the collective agreement with the following exceptions:

(1) **Article 12- Seniority-Vacancies-Job Postings-Promotions-Transfers-Layoffs-Recall**

Employees under this Article hired into the classification of Aviation Technical Records Clerk will be considered for other positions under this Collective Agreement using the following criteria:

- (a) If positions as outlined in 12:10 (a) and 12:10 (b) are not filled as per clause 12:12 and 12:13, then applicants from the above-mentioned classification will be considered before any temporary employee, if they meet the minimum qualifications.
- (b) Employees filling temporary positions under Clause 12:10 (b) shall return to their regular position and classification following the completion of the job to which they were assigned.

(2) **Article 13- Hours of Work**

A Permanent part-time employee is an employee who is awarded a position which is mutually agreed upon as Permanent part-time position by the Corporation and the Union, and whose normal hours per week are a minimum of 24 hours. A Permanent part-time employee who is assigned to work in excess of their normally scheduled daily work hours, normal work week or normal hours per week in a cycle of shifts shall be paid straight time rates until they have worked

the equivalent of full-time hours per day, per week or hours per week in a cycle of shifts and at premium rates for any hours worked there after.

(3) Article 22 – Paid Holidays

Employees hired into the classification of Aviation Technical Records Clerk, as per Appendix A shall receive, for any of the holidays set forth in Clause 22:02, a holiday allowance equal to the regular scheduled work day at their regular rate.

This includes the additional holidays set forth in Clause 22:02 which will be prorated based on regular scheduled work day to be taken at a time mutually agreed between the Corporation and the employee, so that there will be no interruption of operations. These holidays must be taken within the calendar year. During an incomplete year of service, these employees shall be entitled to only four (4) hours for each four (4) months of complete service.

(4) Article 23 – Vacation

Employees shall earn vacation credits in accordance with the schedule as listed in 23:01. However, the day shall be converted to hours and calculated as per the following formula:

$$\text{Full year entitlement} = \frac{\text{Number of regular hours worked}}{2080} \times 144$$

This formula will be adjusted and prorated at the end of each complete year of service to reflect the vacation earned as per the schedule listed in Article 23:01.

(5) Article 24 – Leaves of Absence

Compensation, where applicable under this Letter of Understanding, shall be as per scheduled hours pay for each day of leave at the employees prevailing rate of pay at the time the leave commenced.

(6) Article 40 – Pensions

Employees hired into the classification of Aviation Technical Records Clerk as per Appendix A will not be eligible to participate in the Public Service Pension Plan. However, they will be required to participate in the Government Money Purchase Pension Plan.

(7) Article 41 – Benefits

Employees hired into the classification of Aviation Technical Records Clerk as per Appendix A shall be eligible for the benefits as listed under Article 41:01.

Letter of Understanding

Mr. Dean Harris
President, Local 2351
IBEW
P.O. Box 235
Churchill Falls, NL
A0R 1A0

RE: INITIAL CALL IN FOR TEMPORARY EMPLOYEES

Dear Mr. Harris:

This will confirm our understanding regarding call in for Probationary Employees. If two (2) employees or more are hired on the same day (same time), during their probationary period they shall be called to work according to their ranking in the job competition. The Union will be notified of this.

Yours truly,



Dana Mills
Manager, Human Resources/Labour Relations

Letter of Understanding

Mr. Dean Harris
President & Business Manager
I.B.E.W. Local 2351
P. O. Box 235
Churchill Falls, NL
A0R 1A0

RE: NEWSLETTER CLERK

Dear Mr. Harris:

This will confirm our understanding regarding the Newsletter Clerk position. This position will not be subject to the terms of the Collective Agreement with the exception of being slotted in pay group 6 and vacation pay of 7%.

Yours Truly,



Dana Mills
Manager, Human Resources/Labour Relations

LETTER OF UNDERSTANDING

**Mr. Don Lane
President & Business Manager
IBEW Local 2351
PO Box 235
Churchill Falls, NL A0R 1A0**

Re: Recognition Bonus

Dear Mr. Lane:

In addition to the Company's Final Offer of Settlement dated December 15, 2023, effective date of signing, each bargaining unit employee will receive a one-time recognition bonus payment of \$2,000 prorated based on regular full-time hours for the hours worked during the previous twelve (12) months (from date of signing). This payment will not apply to employees who have resigned or retired from the Company or who have left the Bargaining Unit permanently prior to date of signing.

Yours truly,



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

Letter of Understanding

Mr Dean Harris
President
IBEW Local 2351
P.O. Box 235
Churchill Falls, NL
A0R 1A0

RE: REQUEST FOR RECLASSIFICATION

Dear Mr. Harris:

When a market differential or internal equity review is requested by the Union regarding classifications covered by this agreement, both Union and Management agree to complete a review of job duties and responsibilities to ensure that appropriate wages are provided to remain competitive. The Union will be expected to provide this request in writing and will be required to provide data to Management to support their request. Internal equity requests will only compare positions covered within the IBEW 2351 Office and Support Agreement.

Yours Truly,



Dana Mills
Manager, Human Resources/Labour Relations

LETTER OF UNDERSTANDING

Mr. **Don Lane**
President
IBEW Local 2351
PO Box 235
Churchill Falls, NL A0R 1A0

Re: Retirement Group Insurance Benefits

The parties hereby confirm and acknowledge:

1. Employees hired prior to **November 26, 2021** shall qualify for Retirement Group Insurance Benefits in accordance with Hydro's previous insurance eligibility, which states employees eligible for an immediate pension at the time of retirement shall be entitled to Retirement Group Insurance Benefits, based on pension reform rules.
2. Employees who are hired subsequent to **November 26, 2021**, ("Newly Hired Employees") shall qualify for Retirement Group Insurance Benefits where such employees are:
 - a) Pension eligible;
 - b) Have a minimum of fifteen (15) years' pensionable service; and,
 - c) Retire and commence receipt of a pension immediately on ceasing active employment with Hydro and its subsidiaries.

Former employees who are rehired following loss of seniority subsequent to **November 26, 2021**, shall be considered to be Newly Hired Employees for the purpose of this Letter of Understanding.

3. Notwithstanding Clause 1 above, employees with service prior to the date of signing of the Collective Agreement who, either:
 - a) are hired following **November 26, 2021**, who retain portability of benefits under the Collective Agreement; or
 - b) are employed outside the bargaining unit in the public service and are reemployed in an IBEW Public Service bargaining unit position subsequent to **November 26, 2021**, without a break in service in the Public Service, shall not be considered to be Newly Hired Employees for the purpose of this Letter of Understanding.
4. Employees who do not meet the criteria noted in Clauses 1 and 2 above shall not be entitled to Retirement Group Insurance Benefits upon ceasing active employment in Hydro and/or any of its subsidiaries.

5. Employees who become entitled to Retirement Group Insurance Benefits pursuant to Clause 1 above shall maintain the current cost-share arrangement for premiums (i.e. cost structure in place prior to **November 26, 2021**).
6. Employees who become entitled to Retirement Group Insurance Benefits pursuant to Clause 2 will pay 60% of the cost of premiums and the employer will pay 40%.
7. Nothing in this Letter of Understanding shall have the effect of waiving or negating, in whole or in part, any requirement, procedural or substantive, under a Group Health, Dental and Life Insurance and AD&D insurance program or policy sponsored by the employer.
8. Should changes be made by the Government of Newfoundland and Labrador to the Retirement Group Insurance Benefits that provide a better benefit than that which is provided in Clause 2 or Clause 6 for Newly Hired Employees then the company will implement the same changes for the employees.

Elaina Janes
Senior Manager, HR/LR (Operations)
Newfoundland & Labrador Hydro

Don Lane
President & Business Manager
IBEW 2351

Date

Date

Letter of Understanding

Mr. Don Lane, President

IBEW Local 2351
P.O. Box 235
Churchill Falls, NL
A0R 1A0

RE: RETROACTIVITY

Dear Mr. Lane:

Provided a tentative agreement is reached by **December 15, 2023**, retroactivity of wages will date back to **January 1, 2023** for all employees from the date of ratification of the new agreement.

For certainty and clarity, this will include all wages for time worked on regular hours, overtime hours, statutory holidays, and Sunday premiums only.

Yours truly,



Elaina Janes
Senior Manager, Employee Relations

Letter of Understanding

Mr. Dean Harris
President, Local 2351
IBEW
P.O. Box 235
Churchill Falls, NL
A0R 1A0

RE: ROOM AND BOARD

Dear Mr. Harris:

In the case of medical/business travel where it is practical to do so and subject to approval by their Supervisor, an employee may arrange board and lodging in a non-commercial boarding house, or with relatives or friends. In such cases the employee will be permitted to claim up to, but not to exceed, \$60.00 per day to cover the costs of lodgings.

Yours truly,



Dana Mills
Manager, Human Resources/Labour Relations

Letter of Understanding

Mr. Dean Harris
President
I.B.E.W., Local 2351
P. O. Box 235
Churchill Falls, Labrador
Newfoundland
A0R 1A0

RE: SICKNESS, ACCIDENT & LIFE INSURANCE BENEFITS

Dear Mr. Harris:

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

Within the life of this Collective Agreement, a NL Hydro Committee consisting of representatives from Group Management and IBEW Locals 1615 and 2351, will be established. The purpose of this Committee will be to review and advise with respect to the content of NL Hydro's various benefit plans.

Yours truly,



Dana Mills
Manager, Human Resources/Labour Relations

Letter of Understanding

Mr. Dean Harris
President
I.B.E.W., Local 2351
P. O. Box 235
Churchill Falls, Labrador
Newfoundland
A0R 1A0

RE: SPECIALIZED PROTECTIVE FOOTWEAR

Dear Mr. Harris:

This will confirm that should an employee require specialized protective footwear for medical reasons, the employee is to submit their claim to the Company's Group Insurance provider initially (if employee is covered by Group Insurance benefits) for reimbursement. The Corporation will, upon presentation of appropriate receipts, pay a subsidy of 50% towards the cost of purchase for the balance outstanding.

If an employee is not covered by Group Insurance benefits, the Company will, upon presentation of appropriate receipts, pay a subsidy of 50% towards the cost of purchase.

Employees who receive such a subsidy will still be eligible to receive the protective footwear allowance per Clause 28:01 (b).

Yours truly,



Dana Mills
Manager, Human Resources/Labour Relations

Letter of Understanding

Mr. Dean Harris
President
I.B.E.W., Local 2351
P. O. Box 235
Churchill Falls, Labrador
Newfoundland
A0R 1A0

RE: TEMPORARY OFFICE CLERKS

Dear Mr. Harris:

This will confirm our understanding that: Clerical Seniority Order will be maintained. Classification seniority in this section is for Office Clerk. They are in pay group seven (7).

Yours truly,



Dana Mills
Manager, Human Resources/Labour Relations

Letter of Understanding

Mr. Dean Harris
President
I.B.E.W., Local 2351
P. O. Box 235
Churchill Falls, Labrador
Newfoundland
A0R 1A0

RE: TRAVEL EXPENSES – OFF-SITE TEMPORARY EMPLOYEES – ARTICLE 41:02 (b)

Dear Mr. Harris:

This will confirm our understanding regarding Article 41:02 (b) referring to travel expenses for off-site temporary employees. Those employees hired on/before November 20, 2014 who are recalled or who fill a temporary job posting exceeding (3) months, shall at the commencement of their temporary employment, have the option of receiving Vacation Travel Assistance OR travel expenses as per Article 41:02 (b). On a go forward basis, new employees filling a job posting from the date of signing this agreement, will be subject to travel expenses as per Article 41:02 (b).

Yours Truly,



Dana Mills
Manager, Human Resources/Labour Relations

LETTER OF UNDERSTANDING

**Mr. Don Lane
President & Business Manager
IBEW Local 2351
PO Box 235
Churchill Falls, NL A0R 1A0**

Re: Utility Market Adjustment

Dear Mr. Lane:

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

Effective January 1, 2025	2%
Effective January 1, 2026	2%
Effective October 1, 2026	1%

Yours truly,



**Elaina Janes
Senior Manager, Employee Relations**

APPENDIX "D" - OVERTIME REPORTS & ARBITRATOR LIST

**CHURCHILL FALLS (LABRADOR) CORPORATION LIMITED
MONTHLY OVERTIME REPORT**

DEPARTMENT/SHOP:

YEAR-TO-DATE OVERTIME REPORT				SHOP NAME	DATE				
EMPLOYEE	REG.	O/T	O/T OPP	O/T %	ALL LEAVE	BANK OT EARNED	BANK OT USED	EMP TOTAL HOURS	YTD BANK OT AVAIL
Employee 1					0.0				
Employee 2					0.0				
Employee 3					0.0				
					0.0				
					0.0				
					0.0				
					0.0				
					0.0				
					0.0				
					0.0				
					0.0				
					0.0				
					0.0				
					0.0				
					0.0				
					0.0				
					0.0				
					0.0				
Total	0.0	0.0	0.0		0.0				

ARBITRATOR LIST

Mr. David Buffett

Mr. James Oakley

Ms. Sheilagh M. Murphy

Mr. John Clarke

Dr. John Scott

Mr. Chris Peddigrew

Ms. LeeAnn Montgomery