

## Section D - Inconvenience

### **ARTICLE 1      OVERTIME**

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- D 1.1    It shall be the responsibility of employees to maintain their normal work at a satisfactory state of completion at all times.
- D 1.2    All overtime work shall be paid for at the rate of 2x, except as noted in Articles C 2.11, C 2.13, C 2.15, Articles D 1.3, D 1.10.1, Articles H 2.2, H 2.3, H 2.5, H 2.7, H 2.8, and Articles C 5.1, C 5.2 and C 5.3.
- D 1.3    In order to bring work to a suitable conclusion, as a convenience to an employee and where an employee is away from their headquarters zone and where direct supervision is not available, an employee may elect to continue working for a maximum of 6 hours, including travel time beyond normal working hours, in which case the employee will be paid for the 6 hours or any portion thereof at basic (straight time) rates.
- D 1.4    Overtime is time worked by an employee during hours which are not scheduled as their regular working hours except as outlined in Article D 1.3.
- D 1.4.1    When employees are required to report to work a second or more times in a workday because of overtime, transportation expenses will apply.
- D 1.5    An employee who has worked overtime shall not be laid off to equalize such overtime.
- D 1.6    It is understood that an employee will work such overtime and perform such work as the Corporation may deem necessary to maintain efficient operations and render appropriate service in connection with its obligations to supply electric power on a continuing basis. However, it is also understood that the Corporation will not unreasonably deny a request from an employee to be excused from an overtime work assignment, nor discriminate against an employee who requests to be excused from an overtime work assignment.
- D 1.7    Unless specifically provided in this agreement, premium rates of pay will not be compounded.
- D 1.8    An employee who, because of a call-out or overtime, has not had 8 hours rest in the 8 hour period prior to normal working hours shall be granted either time off without loss of pay beginning at the normal starting time equivalent to the shortfall of rest time, or when requested, will continue to work these hours at 2x the basic rate of pay plus straight time for the amount of time that the rest

period overlaps normal working hours, after which it shall revert to basic (straight time) rate of pay.

D 1.8.1 It is the intent of the parties to this agreement to provide the rest time but where this is not possible in an emergency, the major consideration shall be the safety of the employee.

D 1.9 When employees are not notified of cancellation of overtime prior to the normally scheduled quitting time on the regular workday preceding the overtime requirement, they shall be paid for 2 hours at the basic (straight time) rate. When employees are not notified of cancellation of overtime and they report to work, they shall be paid two hours at double time.

### **Banking of Overtime**

D 1.10 With prior approval, an employee may elect to bank overtime hours worked and credit these hours to an "overtime bank" for the purpose of receiving leave of absence with pay at a future date, working conditions permitting. Overtime will be accumulated in the "overtime bank" at the hour value that it is earned, i.e., 2x for 1 hour is equal to 2 basic hours in the bank. The maximum amount of time to be credited to the bank during a vacation year is 80 hours.

D 1.10.1 When the "overtime bank" is fully credited and an employee who is requested to work overtime chooses to exchange work for time off, or time off for work, such exchange shall be at a mutually agreed time on an equal time basis, and not on a rate of pay basis. Arrangements for such time off shall be confirmed within 30 calendar days.

D 1.10.2 In the event the employee is instructed to take the time off in lieu of pay, such time off will be on a rate of pay basis and not on an equal time basis.

D 1.10.3 Banked overtime will be taken at a time mutually agreeable to the employee and the Supervisor, normally in units of not less than 1 hour.

D 1.10.4 On request, an employee may have the total overtime bank balance, or any portion thereof, paid off at the employee's current basic rate of pay.

D 1.10.5 When all banked overtime cannot be taken during a vacation year, an employee may carryover the remaining overtime credits to the following vacation year. Where working conditions permit, the employee may bank and utilize an additional 80 hours in the following vacation year providing the total of outstanding carried over and currently banked credits at no time exceeds 80 hours.

## **Reimbursement for Overtime Meals**

- D 1.11 Employees who are required to continue working 3 hours or more after their normal quitting time and are not allowed sufficient time to return to their residence for a meal, will be eligible for a meal. Where employees are required to continue working beyond the initial 3 hours, they will be eligible for an additional meal at 3 hour intervals of continuous work thereafter.
- D 1.11.1 The Corporation will normally be responsible to provide meals. When a meal is not provided by the Corporation and employees purchase a meal, they will be reimbursed for the actual cost of the meal on a reasonable cost basis (receipts may be required).
- D 1.11.2 Where it is not practical or feasible to provide or purchase a meal (e.g. system emergency, customer power restoration, meal facilities not readily available, etc.), employees will be provided with an allowance equivalent to the lunch meal rate in Article H 1.4.1 (subject to taxation via payroll deduction).
- D 1.11.3 When employees do not leave the work site and the meal break does not exceed ½ hour, the meal break period will be considered as time worked at the overtime rate of pay.
- D 1.12 Employees performing overtime work will be eligible for a meal following 3 hours of continuous work and at 3 hour intervals of continuous work thereafter, except as described in Article D 2.1.1.
- D 1.12.1 If employees are called out to perform overtime work more than 2 hours prior to normal starting time and the work overlaps normal working hours, they will be eligible for a meal, provided they are not allowed sufficient rest time to return to their residence for a meal.

## **ARTICLE 2      CALL-OUT AND STANDBY**

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### **Call-Out**

- D 2.1 A call-out shall be defined as overtime work for which notification is not given in advance of an employee's normally scheduled quitting time on the last normal working day prior to the overtime requirement.
- D 2.1.1 In the case of an employee who is called out for work on a normal day of rest and is advised at the time of the notice that the work is due to take place during what would be normal working hours of a normal workday, Article D 1.11.2 and D 1.11.3 will apply following the initial 4 hours of continuous work.

D 2.2 Employees called out to perform overtime work, within a defined period of time (see Article D 2.2.3), shall receive:

D 2.2.1 "Initial call-out" within a defined period of time - not less than 3 hours pay at 2x his/her basic rate.

D 2.2.1.1 If the "initial" call-out occurs within 3 hours of the start of the regular workday, an employee will receive overtime from the actual time of the call-out up to the commencement of the regular workday.

D 2.2.2 "Subsequent call-out" (second or more call-out) within a defined period of time - not less than 1 hour pay at 2x his/her basic rate for each subsequent call-out within the defined period.

D 2.2.2.1 If the "subsequent" call-out occurs within 1 hour of the start of the regular workday, an employee will receive overtime pay from the actual time of the call-out up to the commencement of the regular workday.

**Note:** *If an employee is already entitled to overtime pay up to the commencement of the workday as a result of a first call-out, the "subsequent" call-out will not result in additional pay.*

D 2.2.3 On a weekday, the "defined period of time" is the time between the conclusion of the employee's scheduled working hours through to what would be the normal starting time of the following day. On the weekend, the "defined period of time" is a 24 hour period from 8 a.m. to 8 a.m.

D 2.3 If employees are required to use their own vehicle to travel to and from the job site, assigned work location, or assembly point in response to a call-out they will be entitled to reimbursement for the use of their personal vehicle at the prevailing Corporation Policy (Guideline 552A-4) Unassigned Car rate for travelling on Corporation business for the actual distance travelled on the most direct road route between the locations involved (minimum of \$2.50 per callout). If an employee's principal residence is outside of the headquarters zone, reimbursement will not apply to the distance travelled outside of the headquarters zone boundary or established travel zone.

### **StandBy**

D 2.4 An employee directed to be available for work outside normal hours of work will be eligible for standby pay for non-working hours.

D 2.4.1 Working Day

Working day standby shall consist of all non-working hours from the completion of work on that day up to the normal starting time of the following day or up to what would be normal starting time on a day of rest or Corporation holiday. The working day standby rate will be \$26.34 per day.

D 2.4.2 Non-Working Day

Non-working day standby shall consist of all hours commencing at what would be normal starting time during an employee's day(s) of rest, including Corporation Holidays, through to what would be normal starting time of the following day or normal starting time of the next normal workday. The non-working day standby rate will be \$53.11 per day.

D 2.4.2.1 If a Corporation Holiday falls during an employee's standby period, the employee will be eligible for an additional day off with pay (or a half-day in the case of Christmas Eve) at a time to be mutually agreed between the employee and his/her supervisor.

The lieu day can be taken anytime prior to the expiration of the fiscal year, at a time mutually agreed between the supervisor and employee, or be cashed out at anytime. If it is not used, it will automatically be cashed out at the end of the fiscal year.

D 2.4.3 The working day and non-working day standby rates will be escalated at a rate and time coincident with general wage increases.

D 2.5 Standby rates of pay will apply in addition to appropriate rates of pay for call-outs and during periods of planned overtime work.

D 2.6 Standby duty will normally be scheduled and posted with 5 days advance notice; however, in an emergency situation, the notice period shall be waived.

D 2.6.1 An employee assigned to standby duty without 5 days notice, will receive pay at 1½ times the basic standby rate for each day the notice period is short of 5 days and then revert to basic standby rates.

D 2.7 It is understood that employees will make themselves available for standby duty as the Corporation deems necessary; however, it is also understood that the Corporation will not unreasonably deny a request from employees that they be excused from standby duty.

- D 2.7.1 An employee wishing to be relieved from standby duty for reasons other than scheduled vacation, sickness or family emergency, must arrange for a qualified replacement to be approved by the immediate supervisor.

### **Payment for Resolving Technical Problems without Reporting to Work**

D 2.8 Employees who resolve technical problems over the telephone or by other forms of electronic communication which would otherwise have necessitated a call-out and the employee reporting for work, will be paid as follows:

- D 2.8.1 The employee will be paid a minimum of 1 hour of pay at overtime rates.

- D 2.8.1.1 If there are additional calls received during the 1 hour minimum period, payment for additional calls will not apply.

- D 2.8.1.2 If the time spent actually extends beyond one 1 hour, overtime will be paid for actual time spent.

- D 2.8.1.3 If an employee receives a call out in accordance with Article D 2.2 during the 1 hour minimum period, the 3 hour call out will not be compounded upon the 1 hour minimum. The minimum 3 hour call out will be considered to have commenced at the time of the initial call.

- D 2.8.2 Except as provided in this article, an employee must report to the job site or assigned work location in order to qualify for overtime in accordance with Article D 2.2 of the Collective Agreement.

- D 2.8.3 This arrangement must have received prior approval from the employee's supervisor.

## **ARTICLE 3 TELECOMMUTING**

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### **Definition**

D 3.1 *Telecommuting:* An employee who, on a periodic basis, during his/her scheduled work hours, fulfils his/her job responsibilities at a work site other than his/her primary work location.

## Telecommuting Principles

- D 3.2 *Telecommuting* is a co-operative arrangement between an employee and his/her Supervisor and each case will be reviewed on a case by case basis.
- D 3.3 *Telecommuting* is based on:
- a) the needs of the job, employee, work group and the Corporation;
  - b) the employee's past and present levels of performance.
- D 3.4 Jobs suitable for *telecommuting* are characterized by having clearly defined tasks and work products, measurable work activities, and minimal special equipment requirements.
- D 3.5 An employee's performance is measured by output or results achieved.
- D 3.6 The terms and conditions of employment with the Corporation and the Collective Agreement still apply.
- D 3.7 Each *telecommuting* arrangement is voluntary and jointly agreed to by the Supervisor, employee and Union by signing a Telecommuting Agreement which may be terminated at any time normally with 2 weeks notice by the supervisor or employee.

## Telecommuting Equipment

- D 3.8 In each *telecommuting* arrangement, the supervisor and employee determine the need for telecommuting equipment. The employee normally provides all *telecommuting* equipment including telephone, computer and internet connection.

**Exception:** *The Corporation will provide telecommuting equipment if justified based on the needs of the Corporation and the nature of the work assignment.*

- D 3.9 If the supervisor determines that the employee should have Corporate-owned equipment or a high-speed internet connection at his/her off-site location, the equipment or basic service may be provided with the Department Manager's approval. If approved, the installation, repair and maintenance of *telecommuting* equipment becomes the Corporation's responsibility. The supervisor tracks the equipment's use in meeting the department's specific goals.