

# COLLECTIVE AGREEMENT

Between

Bell Aliant Regional Communications L.P.

And

Unifor Atlantic Communication Locals  
(Unifor ACL)

Effective to December 31, 2017

**Bell**Aliant

  
**unifor**  
theUnion | lesyndicat

**No job is so important and no service so urgent, that we cannot take time to perform our work safely.**

# INDEX

Article	Title	Appendix	Page
1	Purpose and Validity of Agreement		1
2	Term		2
3	Management Rights		3
4	Recognition & Scope		4
5	Strikes & Lockouts		7
6	Union Dues		8
7	Council Representation & Time Allowance		10
8	Bargaining Procedures		18
9	Discrimination		20
10	Health & Safety		21
11	Seniority & Service		25
12	Workplace Change & Employment Security		29
13	Job Posting		41
14	Discipline		44
15	Grievance Procedure		46
16	Arbitration		49
17	Wage Administration		52
18	Leaves of Absence & Time Off		54
19	Travel & Expenses		59
20	Employee Information		64
21	Definitions		65
22	Labrador Provisions		69
23	Overtime		74
24	Differentials And Premiums		82
25	Paid Holidays		86
26	Vacation		90
27	Hours of Work and Scheduled Days Off (SDO)		97
28	Benefits, Sickness Absence & Placement of Restricted Employees		101

<b>Article</b>	<b>Title</b>	<b>Appendix</b>	<b>Page</b>
29	Miscellaneous Working Conditions		109
30	Part Time Employees		115
30A	CST Resource Pool (“Pool”)		119
31	Temporary Employees & Student Temporary Employees		127
32	Training		129
33	Transfer & Reassignment		130
34	Relocation Expenses		133
35	Use of Company Vehicles		134
	Classification Definitions	A	137
	Wage Scales & Classifications	B	148
	Annual General Wage Increases	C	150
	Report Areas/Centres	D	152
	<b>Letters of Agreement</b>		
	Definition of Ten Cities	E	159
	Employment Equity	F	169
	MTT Vacation Liability	G	170
	Standard Entry Level Qualifications	H	171
	Pay Equity and Job Evaluation	I	172
	Office Closure Policy	J	174
	Contact Centre Remote Monitoring	K	175
	Job Classifications (Transition Conditions)	L	180
	Provincial Practices and Policies	M	182
	International Contracting	N	183
	Transition to New Wage Scales	O	184
	Retirement Planning	P	186
	Flexconnect Summary	Q	187
	Pensions	R	189
	Job Sharing	S	191
	Sales Incentive Program	T	201

Article	Title	Appendix	Page
	<b>Memoranda of Agreement</b>		
	Technician Sales Incentive Plan	U	207
	Late Payment Charges	V	209
	Permanent Transfer Settlement	W	211
	Employee Incentive Plans Settlement	X	214
	<b>Letter of Intent</b>		
	Post Retirement Benefits	Y	219
	Extension of Collective Agreement	Z	220
	Classification Flexibility by Geographic Area	AA	224
	Transporting Generators	BB	231
	Project Term Workforces	CC	232
	Use of Retirees as Contractors	DD	236
	<b>Letter of Agreement</b>		
	Satisfactory Performance	EE	239
	<b>Memoranda of Agreement</b>		
	12 Hour Shift Agreement	FF	241
	Restriction on Contracting Out	GG	247
	Definition of Rural Areas	HH	250
	New Collective Agreement and Renewal	II	253
	CST Competitive Wage Scale	JJ	257
	<b>Letter of Agreement</b>		
	Special Rescheduled Vacation Days	KK	259



## **ARTICLE 1 - PURPOSE AND VALIDITY OF AGREEMENT**

- 1.01 In the event of any provision of this Collective Agreement or any of the practices established hereby being or being held to be contrary to the provisions of any applicable law now or hereafter enacted, this Agreement will not be nor be deemed to be void, but will be amended as to make it conform to the requirements of any such law.
- 1.02 This Agreement is established, pursuant to the terms of the Canada Labour Code, between Bell Aliant Regional Communications L.P. (hereinafter the “Company”) and the Unifor Atlantic Communication Locals (hereinafter the “Council”).
- 1.03 The Purpose of this Agreement is to:
- a) Establish rates of pay, hours of work and other working conditions for employees in the Bargaining Unit.
  - b) Establish a procedure for final settlement of differences concerning the interpretation, administration, application, or alleged violation of any of the provisions of this agreement.
- 1.04 The plural and feminine in this Agreement includes the singular and masculine throughout, and vice versa.

## **ARTICLE 2 - TERM**

- 2.01 This Agreement will become effective on January 1, 2015 and will remain in effect until December 31, 2017.



## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Council recognizes and agrees that the Company has all the rights, power and authority to operate and manage its business and direct the workforce except as limited by the express provisions of this Agreement and/or any documents referred to in this Agreement.
- 3.02 The Company agrees that it will exercise its rights, power and authority in a fair and reasonable manner consistent with the general purpose and intent of this Agreement.

## ARTICLE 4 - RECOGNITION & SCOPE

- 4.01 The Company recognizes the Council as the sole bargaining agent for all employees of the Company in the bargaining unit as set out by the Canada Industrial Relations Board (“CIRB”) in Order No. 8129-U dated September 25, 2001 and as amended by the CIRB from time to time.
- 4.02 The provisions of this Agreement will be binding upon any successor or merged company or companies or any successor in control of the Company. In the event that there is a merger with another company whose employees are represented by another union, the representation rights and the status quo of the Council will be maintained until a final determination is made under the Canada Labour Code as to the proper representation of the combined group.
- 4.03 The Company will not dominate or in any way interfere with the administration of the Council or its Member Locals.
- 4.04
- a) Where it is mutually agreed that new positions, jobs or occupations established during the term of this Agreement can be reasonably considered to fall within the scope of the bargaining unit, Appendix A will be amended to include such positions, jobs or occupations. Where the parties do not mutually agree that new positions, jobs or occupations established during the term of this Agreement can be reasonably considered to fall within the scope of the bargaining unit, the matter will not become the subject of a grievance but will be referred to the CIRB for resolution.
  - b) Where new positions, jobs or occupations are included in the bargaining unit, the parties will meet to negotiate and/or determine a Classification and wage rate.
  - c) When the parties are unable to agree in b) above, the matter will be referred directly to arbitration in accordance with the provisions of Article 16.

- 4.05 The Company and Council agree that there will be no written or verbal Agreements between an employee and the Company which conflict with the terms of this Collective Agreement except where mutually agreed between the employee, the Company and the Council Executive Board. All such agreements will be in writing and signed by the parties involved. To do otherwise is a violation of this Collective Agreement.
- 4.06 Except with the express written consent of the Council, or as otherwise provided under the terms of this Agreement, there will be no assignment of work falling within the scope of the bargaining unit to employees of the Company who are not included in the bargaining unit.
- 4.07 The Company commits not to contract out bargaining unit work in a manner that would jeopardize the continued employment of Regular Employees in the bargaining unit. The Company and the Council agree that this commitment is intended to prevent contracting out only when an immediate involuntary layoff of one or more Regular Employees would result, or when such a layoff is a reasonably foreseeable consequence of the contracting out.

The Company agrees that it will not contract out bargaining unit work when:

- a) contracting out of the work would result in a layoff or temporary layoff (TLO) of Regular Employees who have the actual experience to do the work; or
- b) Regular Employees who have the actual experience to do the work are on layoff and accept a recall, and the necessary tools and equipment are available.
- c) Regular Employees who have the actual experience to do the work are on temporary layoff (TLO) and the necessary tools and equipment are available.

The Company will not divest itself of tools and equipment after layoffs to facilitate the contracting out of work.

The Company also agrees to provide information to the Council about outsourcing or major contracts of work normally performed by members of the bargaining unit, through discussion at Bell Aliant Consultative meetings.

4.08 Management personnel will not perform work regularly done by employees in the Bargaining Unit except under the following circumstances:

- a) In cases of emergency: affecting the safety of employees; resulting in damage to equipment; adversely affecting operations; and then only for such time as it is necessary to overcome the emergency.
- b) For work that is incidental to management duties.
- c) For instruction or training of employees.

## **ARTICLE 5 - STRIKES & LOCKOUTS**

- 5.01 There will be no strikes or lockouts during the term of this Collective Agreement. The terms “Strikes” and “Lockouts” are understood to have the meaning as set out in the Canada Labour Code.

## ARTICLE 6 - UNION DUES

- 6.01 As a condition of employment, it is agreed that all present employees of the Company who are members of the Council and all employees hired and transferred into the Bargaining Unit will remain members in good standing for the life of this Agreement.
- 6.02
- a) The Company will deduct from the wages of each employee in the Bargaining Unit an amount equivalent to current initiation fees and/or union dues of the applicable Member Local.
  - b) Such dues and fees will be deducted each payday and will be forwarded to the appropriate Union Financial Officer on or before the fifteenth (15th) day of the month following the month in which the deductions are made. Each Member Local will advise the Company of their applicable rates of deduction and appropriate Union Financial Officer to whom the dues and fees are to be remitted.
  - c) The Member Locals will provide notice in writing to the Director Labour Relations at least thirty (30) days prior to any change in the amount of union dues to be deducted by the Company. Subject to this thirty (30) days notice, the Company will, where practical, ensure that such changes to dues deductions will be implemented on the date specified by the Member Local.
- 6.03 The remittance to each Member Local will include a list of all bargaining unit employees for that Member Local and the amount paid by each employee, along with the following information for each employee:
- a) full name
  - b) classification
  - c) employment category: Probationary, Temporary, Regular, Part Time, Acting
  - d) department
  - e) home mailing address
  - f) home telephone number
  - g) employee identification number

- h) Reporting Centre
- i) number of hours worked in the pay period
- j) number of hours worked outside of the bargaining unit in the pay period
- k) time off for union business in the pay period
- l) action reason code, and its effective date
- m) last hire date, last termination date
- n) current regular earnings
- o) gross earnings
- p) dues deductions register
- q) reason why no or incorrect dues deducted
- r) terminations
- s) off cycle report

Unless specified otherwise by the Member Local, this information will be provided in a usable electronic form.

6.04 The Company agrees to include the amount of Union dues paid by each employee on the employee's T-4 slip.

- 6.05
- a) The Council and its Member Locals agree to indemnify and save the Company harmless against any employee claim or liability arising out of or resulting from the operation of this article.
  - b) It is further agreed that the Company will promptly correct any errors in such remittances that are brought to its attention in writing by any officer of the Member Local.
  - c) Where it can be demonstrated that the Company is responsible for errors in the rate of deduction, manner of deduction, or the remittance of dues, the Company will also be responsible for all administrative costs associated with correcting such errors.

## **ARTICLE 7 - COUNCIL REPRESENTATION & TIME ALLOWANCE**

- 7.01 Each Member Local of the Council agrees to notify the Company in writing of the names of Local Officers, Chief Stewards and Stewards and, as soon as reasonably possible, to inform the Company in the same manner of any changes.
- 7.02 Where one (1) Steward is unavailable to represent an employee, the Member Local will designate another Steward to deal with the matter promptly.
- 7.03 Within the first two (2) weeks of employment, the Company will introduce each new employee to a representative or Steward designated by the Union. This introduction will be scheduled during working hours and the representative or Steward will be permitted to discuss briefly, in private, the provisions of the Collective Agreement and the details of membership in the Union and the Council. Group sessions will be conducted when appropriate.

### **Leave of Absence for Full Time Union Duties**

- 7.04
  - a) The Company will grant a leave of absence without pay to a Regular Employee requesting leave to perform full time duties for the Council or any of its Member Locals. Requests for renewal of such leaves will also be granted. The employee has the option of continuing their participation in the Company Group Insurance Benefits program by paying the full cost of all premiums. The Council or Member Local will provide the necessary pension contribution to the Company. An employee on such a leave of absence will continue to accumulate Net Credited Service and Seniority.
  - b) The Company will, at its discretion, replace the employee on a temporary basis for the duration of the leave. However, temporary replacement of the employee on leave will be in accordance with the terms of this Collective Agreement.



- c) When the employee returns to work, the Company will provide employment comparable to that which the employee had at the time the leave was approved. Where practical, the Company will place the employee in the same Reporting Area. There is no guarantee that the employee will receive their former job where, under 7.04 b) above, the Company has not exercised its option to temporarily replace the employee on leave.

## **Employee Representation**

**7.05** All employees have the right to active representation by the Council or its Member Locals. The Company and the Council agree that during working hours:

- a) An employee having a grievance may confer with the employee's Steward or with management.
- b) Stewards and Council Representatives may handle grievances and attend grievance meetings.
- c) Where there is to be a change in Stewards, sufficient time will be allowed for the outgoing Steward to confer in person with the incoming Steward for the purpose of reviewing current workplace issues.
- d) Each employee, Steward or Council Representative must arrange with their immediate supervisor for all time off the job required for the purpose of Article 7.05.
- e) In all circumstances covered by Article 7.05, there will be no loss of basic wages, service, seniority, or benefits.
- f) Unless expressly requested by the Union, the Company will not change work schedules of Union Representatives to accommodate Union business.

## **Time Off for Union Duties**

- 7.06** a) The Company recognizes that employees will require time off to conduct union business beyond the duties of active representation in Article 7.05. At the request of the Executive of a Member Local

or the Council, any member may be permitted time off without pay in order to conduct Union business. The request will be in writing, or a verbal request promptly followed by a written letter; whenever possible this request will be seven (7) days in advance. Requests for time off will not be unreasonably made or withheld. Where there are exceptional circumstances, the Company agrees to waive the seven (7) days notice requirement.

- b) In all circumstances covered by Article 7.06:
  - i) The employee's pay will continue, with the Union reimbursing the Company for the hourly cost of wages only. The Company will remit a detailed monthly invoice to the Member Local.
  - ii) The employee will continue to accumulate Net Credited Service and seniority and there will be no loss of benefits.
- c) The Company will, at its discretion, replace the employee on a temporary basis for the duration of the time off. However, temporary replacement of the employees under this Article 7.06 will be in accordance with the terms of this Collective Agreement.

## **Other Meetings**

- 7.07 a) The Company and the Council agree to convene regular Consultative Meetings to discuss significant matters of mutual interest affecting employees in each province and across the Company. The following conditions will apply to such meetings:
- i) Unless otherwise mutually agreed, monthly Consultative Meetings will be held in each province with representation of either the Company or the Council not exceeding four (4). Two (2) quarterly Consultative Meetings will be held face to face, and two (2) quarterly meetings will be held using conferencing technology. Where participants are within two (2) hours of a meeting site,

they may elect to attend the conference call meeting in person. Participants, who are beyond a two hundred (200) kilometres commute, will be attending the meeting via conference bridge. Dates/locations for the meetings will be scheduled at least one (1) month in advance of the meeting dates, by mutual agreement between the Company and the Member Union. Labour Relations will contact the Union and the Company Representatives at least two (2) weeks prior to the meeting date, to request agenda items. All agenda items will be forwarded to Labour Relations one (1) week in advance of the meeting. If there are no agenda items tabled one (1) week in advance of the meeting date, the meeting will be cancelled.

- ii) Bell Aliant-wide Consultative Meetings will be held at least quarterly with representation of either the Company or the Council not exceeding twelve (12). In addition, up to two (2) National Representatives may attend. Agenda items will be required to be submitted to Labour Relations by noon, one (1) week in advance of the meeting date. Last minute additions to the agenda will be restricted to five (5) or less in number. Once the agenda is prepared, participants will be advised of the expected meeting duration, so that travel arrangements can be finalized.
- iii) The Company agrees that employees will experience no loss of pay, service, seniority or benefits during their attendance at such meetings. However, no overtime, premiums or differentials will apply.
- iv) Unless otherwise mutually agreed, these Consultative Meetings will be face to face. The Company agrees to pay reasonable travel expenses for employees attending Consultative Meetings.

- b) When it becomes necessary to schedule other meetings that require the attendance of Council and/or Member Local representatives for the purpose of the transaction of business with the Company, or for the purpose of giving evidence at arbitration hearings as provided in Article 16, CIRB hearings, or any third party review, the following conditions will apply:
- i) The Company agrees that employees will experience no loss of pay, service, seniority or benefits during their attendance at such meetings. However, no Overtime, premiums or differentials will apply. For arbitration hearings as provided in Article 16, the number of employees whose wages are paid under this clause is limited to the number provided in Article 16.08.
  - ii) To avoid undue absence of the employees from duty, representation at meetings under this clause, will not be any more than that reasonably required.
  - iii) The Company and the Council agree to jointly establish guidelines for the appropriate application and use of conferencing technology to conduct meetings of the Council and/or Member Local representatives with the Company. When the meeting is conducted face to face, the Company agrees to pay reasonable travel expenses for employee attendees.
  - iv) Expenses of employees giving evidence at arbitration hearings will be limited to that provided under Article 16.08. Travel expenses for employees attending or giving evidence at CIRB hearings or any other third party review will be the responsibility of the Council.

7.08 The Company will not be responsible to pay wages or expenses of employees who are off the job as a result of a request under Articles 7.04 or 7.06 of this Agreement.

## **Common Interest Forum (CIF)**

- 7.09 a) The parties recognize the following common goals:
- to improve communications and trust;
  - to benefit both the employees and the business through a relationship that allows the development of better solutions to problems than either party could develop on its own;
  - to establish a competitive advantage by maintaining a collaborative relationship.
- b) The parties value the importance of workers, customers and a sound labour management relationship for the success of the business.
- c) The parties commit to using a collaborative approach when attempting to resolve issues, problems, or disputes at every level of the organization.
- d) The parties commit to training both managers and union officials on the process, to the level appropriate to the individual's role, and to investing the time, resources, effort and leadership required to achieve their common goals.
- e) The parties agree to continue the Common Interest Forum (CIF), first established as a result of the Collective Agreement signed in 2007, as a means of developing more effective and efficient means of resolving differences and making necessary amendments to the Collective Agreement during its term. The CIF will be an adaptable, non-adversarial process. Ground rules for the CIF will be set by mutual agreement.
- f) The mandate of the CIF will include issues related to the relationship between the parties, including the dispute resolution process, Collective Bargaining issues, and the Collective Bargaining process. The CIF will also be a forum for the sharing of information. The CIF is not intended as a means of dealing with issues better dealt with through Joint Consultative meetings or the grievance procedure.

- g) The parties agree that the CIF can only work where each participant is a willing participant.
- h) Membership in the CIF will include:
  - Two (2) Senior VPs from Bell Aliant
  - A maximum of four (4) VPs from Bell Aliant
  - Labour Relations Representatives from Bell Aliant
  - Six (6) Members of the Unifor ACL Executive
  - Up to two (2) National Representatives from Unifor

The Company and Council agree to make such changes in the membership of CIF as may be necessary to address organizational changes in the Company.

- i) Individuals other than those listed in Article 7.07 h) may, with approval of the CIF, be asked to join the CIF or a CIF sub-committee, or to attend CIF meetings in order to provide information relevant to any issue.
- j) All members of the CIF, including any new members, will receive training in the process before joining.
- k) Quorum for a meeting of the CIF is eight (8) members, which must include at least four (4) Bell Aliant VPs or Senior VPs, and four (4) Unifor ACL Executives.
- l) Meetings of the CIF will be facilitated by an independent third party. Where possible, this will be a representative of Federal Mediation and Conciliation Services.
- m) Meetings of the CIF will be held regularly with a minimum of ten (10) meetings per year.
- n) The Company agrees that employees will experience no loss of pay, service, seniority or benefits during their attendance at CIF meetings. However, no overtime, premiums or differentials will apply. The

Company agrees to pay reasonable travel expenses for employees attending CIF meetings.

- o) The Company will pay the lost wages incurred by up to two (2) employees per local who are on leave as representatives of the Council to hold ratification meetings for any agreements arising from CIF.

## ARTICLE 8 - BARGAINING PROCEDURES

- 8.01 The Company will grant time off without loss of pay, service, seniority or benefits to employees chosen by the Council to attend pre-bargaining caucus meetings. Application of this clause will be limited to a maximum of one hundred and five (105) person days for all time required for pre-bargaining caucus meetings.
- 8.02 The Company agrees to pay basic wages for employees who are members of the Council Bargaining Committee while engaged in collective bargaining. The Company also agrees that there will be no loss of service, seniority or benefits.
- 8.03 The Company and the Council will mutually decide the location and venue of collective bargaining and jointly share the cost of the bargaining meeting room used during collective bargaining. It is agreed that the bargaining meeting room will be used by the Council for its caucus meetings during bargaining.
- 8.04 All negotiations for the renewal and amendment of this Collective Agreement will be conducted between the authorized bargaining representatives of the Council and the designated bargaining representatives of the Company in a manner consistent with this Agreement and the Canada Labour Code.
- 8.05
- a) The primary vehicle for collective bargaining will be the interest-based negotiation process utilized by and through the Common Interest Forum (CIF).
  - b) Within the final six (6) months of the Collective Agreement, or after the expiry of the Collective Agreement, either the Company or the Council may notify the other party in writing of its intention to revert to a traditional collective bargaining forum, if in its view the CIF process is not achieving its stated objectives.
  - c) Where notice is provided pursuant to Article 8.05 b), the parties agree that Federal Mediation and Conciliation Services will be invited to facilitate a



final session of the CIF before any other forum for collective bargaining is adopted.

- d) For the purposes of the Canada Labour Code, notice under Article 8.05 b) will serve as formal notice to bargain, provided that all other criteria for notice to bargain under the Code are met.

## ARTICLE 9 - DISCRIMINATION

- 9.01 The Company and the Council agree that they will not threaten, intimidate, or unlawfully discriminate against an employee for reasons of that employee's pregnancy, age, marital status, family status, disability, sex, sexual orientation, race, religion, creed, colour, national origin, affiliation with a political party, membership in the Union or for exercising any rights under this Collective Agreement. The parties also agree that no employee will be subjected to harassment.
- 9.02 The Company and the Council recognize the right of employees to work in an environment free from sexual harassment and each party will undertake to investigate alleged occurrences as quickly as possible. If sexual harassment of an employee has taken place, the Company will take reasonable action to ensure that the sexual harassment ceases. The victim will be protected from repercussions, which may result from their complaint.

## ARTICLE 10 - HEALTH & SAFETY

- 10.01 In accordance with the regulations contained in Part II of the Canada Labour Code, the Company will adopt and implement practices and reasonable methods to protect the employees' health and to ensure their safety at work.
- 10.02 No employee will do or be required to do any work or operate any equipment where there is reasonable cause for the employee to believe it is unhealthy or unsafe. When an employee encounters an unsafe or unhealthy situation, the employee will report the situation to the supervisor who will inform the Workplace OH&S Committee or the health and safety representative and will follow all the provisions of Part II of the Canada Labour Code. Where another employee has been requested to perform the work, that employee will have the same right of refusal.
- 10.03 Employees will suffer no loss of pay, seniority or other benefits, nor will they be subject to discipline under any of the following circumstances:
- a) refusal under Article 10.02 to do unsafe or unhealthy work or to use unsafe equipment or equipment that constitutes a danger to the employee;
  - b) if affected by another employee's refusal under Article 10.02 to do unsafe or unhealthy work or to use unsafe equipment or equipment that constitutes a danger to the employee;
  - c) if prevented from working due to unsafe or unhealthy situations declared by the Company.
- 10.04 The Company agrees that, during regular working hours, there will be regular scheduled Health & Safety meetings as follows:
- a) Workplace OH&S Committees established under Part II of the Canada Labour Code - no less than nine (9) meetings per year.

- b) Policy Health and Safety Committee established under Part II of the Canada Labour Code - at least quarterly. The Policy meetings will be co-chaired by a Vice-President of the Company and a designated representative of the Council.
  - c) The Company has an objective of twelve (12) regularly scheduled Health & Safety meetings per year in each Work Group but commits to a minimum of ten (10) such meetings per year.
  - d) There will be no less than four (4) regularly scheduled Provincial Health & Safety meetings per year unless determined otherwise by the Policy Health & Safety Committee. These meetings will normally be held face to face.
- 10.05 Employees will strictly observe all safety rules and regulations.
- 10.06 In accordance with Part II of the Canada Labour Code, the Company will adopt and implement practices and reasonable methods, to protect the employee's health and to ensure their safety at work, including but not limited to:
- a) To integrate safety with procedure and operations.
  - b) To provide safe working conditions, proper and adequate tools, equipment and safety devices, including but not limited to safety glasses.
  - c) To keep employees familiar with safe working practices at all times.
  - d) To maintain safe, clean, sanitary, adequately heated, properly ventilated and lit places of work.
  - e) To conduct accident investigations.
  - f) To ensure that the Company Accident Prevention Plan, as amended from time to time, will be used as a general safety guide.
  - g) To ensure that all contractors will be required

to meet the Company's safety standards when performing work for the Company.

- h) To ensure that OH&S committees will conduct workplace health and safety inspections as required.
- 10.07
- a) Employees are expected to make every reasonable effort to report to work as scheduled. However, the Company agrees that employees will not be required to report for work during severe weather conditions if, in the employee's judgment, it is unsafe to travel. Before the start of the scheduled tour, employees are required to contact their immediate supervisor.
  - b) Employees who are absent for a full tour of duty as a result of severe weather conditions will choose from these options:
    - i) accept loss of time without pay; or
    - ii) designate the tour as vacation time, if applicable; or
    - iii) designate the tour as a floating holiday, if applicable; or
    - iv) make up the time by working an equal number of hours, if business conditions warrant the extra time; or
    - v) use previously banked time.
  - c) Employees, who are absent for less than a full tour of duty as a result of severe weather conditions, will choose from these options:
    - i) accept loss of time without pay; or
    - ii) designate a portion of a vacation day to cover the time lost, if applicable; or
    - iii) make up the time by working an equal number of hours, if business conditions warrant the extra time; or
    - iv) use previously banked time to cover the time lost.

- d) Employees who are scheduled for work will not be required to make up lost time nor will they suffer any loss of basic wages for any periods during which the Company has closed their place of work due to severe weather conditions. Basic wages of affected employees will be paid by the Company during such periods.

10.08 All employees must wear protective footwear where there is a hazard of a foot injury or an electric shock. Where protective footwear is required, the Company agrees to pay (with receipt) the actual cost of the footwear up to the following maximum levels of reimbursement:

- a) Four hundred dollars (\$400.00) every two (2) years for Line Boots (for employees who regularly climb)
- b) Two hundred and fifty dollars (\$250.00) for Safety Boots every two (2) years
- c) Two hundred dollars (\$200.00) for Safety Shoes every two (2) years
- d) One hundred and sixty dollars (\$160.00) for Rubber Boots (Line & Splicing) every two (2) years

An additional forty dollars (\$40.00) may be made available, at the discretion of the manager, for employees who justify the need for fully waterproof protective footwear.

10.09 At any time when the Company considers the weather as unsuitable for outside work, employees will be assigned to work under shelter, as far as practical, except where in the judgment of the Company, cases of emergency or necessity exist.

## ARTICLE 11 - SENIORITY & SERVICE

- 11.01 For the purposes of this Agreement, seniority is defined as the amount of time credited to an employee for working in the bargaining unit as a regular Full Time or regular Part Time Employee. Service is defined as the period of time an employee has been continuously employed by the Company. Net Credited Service is defined as the period of continuous service since an employee was last placed on the Company payroll, plus any credit for other service which has been bridged in accordance with Articles 11.09 and 11.10 of this Agreement.
- 11.02 Commencing February 20, 2002, seniority for all regular Full Time Employees will accrue on the basis of service in the bargaining unit, and seniority for all regular Part Time Employees will accrue on the basis of actual time worked in the bargaining unit. Temporary Employees are not regular and therefore do not accrue seniority. Seniority of each Regular Employee will be as established on the Bell Aliant Integrated Seniority list which is in effect on September 20, 2004.
- 11.03 The rules governing the application of seniority will be covered under their applicable articles in this Agreement.
- 11.04 a) The Company will generate and post a new updated seniority list every six (6) months on existing bulletin boards as per Article 20. This list will include each employee's name, seniority, Net Credited Service, normal Classification, Reporting Centre, normal category (Full Time, Part Time) and the effective date of the posted list.
- b) The Company will also generate and post a new updated Net Credited Service list every six (6) months for Temporary Employees which will include the employee's name, Net Credited Service, Classification, Reporting Centre and category (Full Time, Part Time) and the effective date of the posted list.

- c) Copies of the above lists will be provided to the Council and its Member Locals and will also be posted electronically for access by employees.
- 11.05 An employee who has established seniority will lose all seniority if they:
- a) Voluntarily resign/retire.
  - b) Are discharged and such discharge is not reversed through the grievance and arbitration procedure.
  - c) Fail to return to work without satisfactory reason following leave of absence or recall from layoff.
  - d) Are laid off for more than twenty-four (24) months.
  - e) Serve in a non-bargaining unit capacity for a cumulative total in excess of twelve (12) months in any eighteen (18) month period.
- 11.06
- a) From time to time, temporary assignments in a non-bargaining unit capacity are required for business needs. Such assignments are not intended to be a long term solution nor to be a substitute for a permanent management position. Employees will not be temporarily assigned to serve in a non-bargaining unit capacity for more than six (6) months in a twelve (12) month period. Assignments to backfill for non-bargaining unit employees who are on SDB or Child Care Leave can extend for a maximum of twelve (12) months in an eighteen (18) month period. Extensions to either of these timeframes will require the agreement of the Council.
  - b) Employees temporarily assigned to serve in a non-bargaining unit capacity will continue to be considered as bargaining unit employees for the period of the assignment, will continue to exercise all rights under this Collective Agreement, will pay union dues and will continue to be credited with seniority for actual time worked.



- 11.07 a) For employees hired on or after September 20, 2004 and who have the same seniority, the eldest will be deemed to be the most senior.
- b) If an employee's seniority is adjusted and the employee now has the same seniority as one or more other employees, the employee whose seniority is adjusted will be deemed to be the most junior employee in this group of persons who have the same seniority.
- c) If two (2) or more employees' seniority is adjusted at the same time and these employees now have the same seniority as one or more other employees, the employees whose seniority is being adjusted, will be deemed to be the most junior employees in this group and will be placed on the list in order of age with the eldest employee being the most senior.
- 11.08 a) Seniority and Net Credited Service will continue to accrue during periods when employees are on long term disability (LTD), short term disability (SDB), Workers Compensation, vacation, child care and other approved leaves of absence other than Personal Leaves greater than thirty (30) days.
- b) Seniority and Net Credited Service will not continue to accrue for bargaining unit employees during periods of strike or lockout.
- c) During the periods of absence, referenced in 11.08 a), for Part Time Employees, seniority will continue to accrue, but will be prorated, based on their hours worked as a proportion of full time hours during the twelve (12) month period immediately prior to the absence.
- 11.09 All current employees who had previous service with NewTel, MTT, Island Tel, NBTel and/or the same Mobility companies prior to this Agreement or prior to the date of the Bell Aliant merger, will have that prior Net Credited Service bridged with the Company, effective September 20, 2004.

- 11.10 a) When an employee is re-engaged as a Regular Employee following a break in service, the employee's Net Credited Service will be bridged after the employee has been on the payroll for at least one (1) year and the combined total of service equals five (5) years or more. However, their pensionable service will not be bridged if they have previously received a pension payout.
- b) Subject to Articles 11.05 and 11.06, Regular or Temporary Employees who are working in the bargaining unit on September 20, 2004 and, by virtue of their previous Agreement, would otherwise be entitled to bridging of service and seniority, will not be disentitled to bridging of their seniority. However, seniority will not be bridged under any other circumstance.
- c) Temporary Employees who become Regular Employees will have their Net Credited Service bridged in the same manner as employees who are re-engaged, under 11.10 a).

## **ARTICLE 12 - WORKPLACE CHANGE & EMPLOYMENT SECURITY**

- 12.01 Before the Company implements any Workplace Change and/or Workforce Reduction which is likely to affect the regular earnings, province, Classification, category (Full Time or Part Time), or security of employment of any number of Regular Employees, it will provide notice to the Council in the form and manner set out below in Articles 12.02 and 12.03.

Workplace Change is defined as a change in the manner in which the Company carries out the business, resulting from either:

- a) The introduction, by the Company into its business, of equipment or material of a different nature or kind than that previously utilized by the Company in the operation of its business, and/or
- b) The consolidation and reorganization of work.

Workforce Reduction is defined as the termination of employment (layoff) of a Regular Employee caused by the need to reduce the regular work force.

### **Notice**

- 12.02
- a) Notice of Workplace Change under Article 12.01 above must be given at least one hundred and twenty (120) days before the implementation of the Workplace Change identified in the notice.
  - b) Notice of Workforce Reduction under Article 12.01 above must be given at least sixty (60) days before the implementation of the Workforce Reduction identified in the notice.
- 12.03 The notice given to the Council will be in writing and will include:
- a) A detailed description of the nature of the proposed Workplace Change and/or Workforce Reduction;
  - b) The proposed implementation date;

- c) The approximate number and job classification of affected employees as well as the names of the employees who are likely to be initially affected by the proposed Workplace Change and/or Workforce Reduction;
- d) The effect that the Workplace Change and/or Workforce Reduction is likely to have on the earnings, Classification, category (Full Time or Part Time), or security of employment of the affected employees; and
- e) The rationale for the Workplace Change and/or Workforce Reduction.

### **Temporary Layoff with Employment Insurance Supplementary Benefits**

- 12.04 To reduce hours and associated costs and to avoid a Workforce Reduction which would invoke the other provisions of this Article, the Company, may at its discretion, initiate a Temporary Layoff (TLO) of Regular Employees under the following conditions:
- a) At least six (6) weeks advance notice must be provided to the Council with a specified date of return to work. Employees may be recalled before the specified date of return but not less than four (4) consecutive weeks after the layoff.
  - b) No Regular Employee will be designated for TLO while there are Temporary Employees working in the same Classification and Reporting Area/Queue. No Regular Employee will be designated for TLO while there are contractors working in the same Reporting Area/Queue and Classification, provided that any necessary special tools and equipment to do the job are available.
  - c) Employees designated for TLO will be given a minimum of fifteen (15) days notice in writing.
  - d) Employees designated for TLO will not have bumping rights under this Article.

- e) Seniority and service of employees on TLO will continue to accrue.
- f) Selection of employees for TLO will be on the basis of seniority within the Reporting Area/Queue and Classification affected with the most junior employees selected.
- g) Employees on TLO will have the right to apply for job postings.
- h) Employees on TLO will receive a top up payment from the Company equivalent to the difference between EI benefits received and seventy-five percent (75%) of gross pay for each week of TLO. These employees will receive seventy-five percent (75%) of gross pay during the EI waiting period. Payments will be on a bi-weekly basis. This top up is contingent on the continued availability of the Supplemental Unemployment Benefit Plan.
- i) The period of TLO must not be less than twenty-eight (28) or longer than one hundred and twenty (120) consecutive days.
- j) For purposes of pension benefit entitlement, periods for which an employee has been on TLO will be treated, for all intents and purposes, as if the employee had remained at work and was earning their normal basic wages.
- k) Employees returning from TLO will not leave the workforce due to another layoff until they have been back at work for a period of time equal to the period of the TLO.
- l) All employees on TLO must be returned to work before a permanent layoff can occur and any such permanent layoff will be subject to the full terms of this Agreement.

## **Workplace Change Committee**

12.05 The Company and the Council will establish a Workplace Change Committee (the Committee), to be comprised of up to six (6) representatives of the Council and up to six (6) representatives of the Company. Each party will appoint its own representatives. Within fourteen (14) days of September 20, 2004 the Company and the Council will advise each other of their initial representatives on the Committee. Both parties agree to provide as much advance notice as possible of changes to their representatives on the Committee. The Committee will meet as often as necessary to discharge its mandate. Either the Council or the Company representatives on the Committee can call a meeting of the Committee. The mandate of the Committee will be to review the changes identified in the notice under clauses 12.02 and 12.03 above and serve as a forum for discussion of the following:

- a) Identification of affected employees;
- b) Reasonable options to minimize the adverse impact of the Workplace Change and/or Workforce Reduction on employees in the bargaining unit. Such options may include, but are not limited to: permanent assignment to another Classification, job sharing, reduction of hours, retraining, voluntary transfers, voluntary separation offers, early retirement incentive packages, leaves of absence, education leaves, and temporary lay off.

The parties agree to approach the discussion in good faith with the goal of mitigating negative impacts on employees. However, neither the Company nor the Council is obligated to implement any of the options identified in Article 12.05 b) that are not explicitly contemplated by this Collective Agreement.

12.06 The Company and Council may, by mutual agreement in writing, offer an affected employee a vacant position that has not yet been posted.

## **Workplace Change Implementation**

- 12.07 No Workplace Change which is likely to affect the earnings, province, Classification, category (Full Time or Part Time), or security of employment of Regular Employees will be implemented prior to the expiration of the one hundred and twenty (120) day notice period, unless by unanimous written agreement of the members of the Workplace Change Committee.
- 12.08 Upon expiry of the one hundred and twenty (120) day notice period, or such shorter period as agreed to under Article 12.07, the Company will have the right to implement the Workplace Change identified in the respective notice. However, both parties are committed to continue working to resolve any outstanding issues related to the transition of affected employees.

## **Workforce Reduction**

- 12.09 Should a workforce reduction be required the following will apply:
- a) No Regular Employee will be identified as surplus until the requirements under Articles 12.01, 12.02, 12.03, 12.05 and 12.07 are met.
  - b) Temporary Employees and contractors within the Classification and province will be terminated prior to a layoff of Regular Employees in that Classification and province.
  - c) Surplus employees will be identified within the affected Classification as follows:
    - i) The most junior Regular Employee in a Classification within a Reporting Centre will be the surplus employee, or
    - ii) Where the affected employees are working in a queue, the most junior Regular Employee in the Classification within the queue will be the surplus employee.

- 12.10 Before surplus employees begin to exercise bumping rights under this article, the Company will consider applications for voluntary termination from employees in the same Classification and Reporting Centre. All applications for voluntary termination are subject to Company approval based upon business and operational requirements. The one (1) time incentive payable to employees with approved applications will not be less than three (3) weeks pay at the employee's Basic Wage Rate for each year of service, to a maximum of seventy-eight (78) weeks pay.

### **Bumping Rights**

- 12.11 a) Surplus employees will be given notice in writing at least thirty (30) days in advance of the layoff date. Surplus employees must notify the Company, in writing, of their bumping option within twenty-four (24) hours of receipt of their list of bumping options. A copy of each surplus employee's list of bumping options and their selection will be forwarded by the Company to the Council promptly.
- b) A surplus employee must accept one of the following available options. In all cases a senior employee may choose to bump the most junior Full Time Employee or the most junior Part Time Employee.
- i) Replace the most junior Regular Employee in the surplus employee's current Classification within the Reporting Centre; or
  - ii) Replace the most junior Regular Employee in another Classification in which the surplus employee has had actual experience, within the Reporting Centre; or
  - iii) Replace the most junior Regular Employee, within the Reporting Centre, who is in a Classification for which the bumping employee has the ability and Standard Entry Level Qualifications to do the job; or
  - iv) Replace the most junior Regular Employee in



the surplus employee's current Classification within the Reporting Area; or

- v) Replace the most junior Regular Employee in another Classification in which the surplus employee has had actual experience, within the Reporting Area; or
- vi) Replace the most junior Regular Employee, within the Reporting Area, who is in a Classification for which the bumping employee has the ability and Standard Entry Level Qualifications to do the job; or
- vii) Replace the most junior Regular Employee in the surplus employee's current Classification within the province; or
- viii) Replace the most junior Regular Employee in another Classification in which the surplus employee has had actual experience, within the province; or
- ix) Replace the most junior Regular Employee, within the province, who is in a Classification for which the bumping employee has the ability and Standard Entry Level Qualifications to do the job; or
- x) Replace the most junior Regular Employee in the surplus employee's current Classification within the Company; or
- xi) Replace the most junior Regular Employee in another Classification in which the surplus employee has had actual experience, within the Company; or
- xii) Replace the most junior Regular Employee, within the Company, who is in a Classification for which the bumping employee has the ability and Standard Entry Level Qualifications to do the job; or
- xiii) Accept layoff.

“Actual experience”, for the purpose of this Article, means experience gained in a job classification through either a successful job posting or a temporary reassignment of more than three (3) consecutive weeks. Work performed under Classification Flexibility (Article 29) will also be considered. Employees moving to a different Classification will be given an eight (8) week familiarization period in this role. If an employee who moves to a different Classification is not, in the Company’s view, performing the job satisfactorily following the familiarization period, the Company has the right to place the employee in another Classification, subject to the employee’s right to grieve.

- c) Any employee bumped out of their position will be considered surplus and will also have all rights provided under this article.

## **Relocation Expenses**

- 12.12 a) An employee whose bumping option(s) all require relocation to a new Reporting Centre in excess of sixty (60) kilometres from their current Reporting Centre, will be eligible for relocation expense reimbursement, if the change will result in an increase in the travel distance between the employee’s new Reporting Centre and their current place of residence. Such employees will be entitled to reimbursement for moving expenses per Article 34.
- b) An employee who has a bumping option that does not require relocation to a new Reporting Centre in excess of sixty (60) kilometres from their current Reporting Centre, is not restricted from choosing any of their available bumping options. However, employees who exercise this right will be entitled to reimbursement for moving expenses per Article 34 to a maximum of five thousand dollars (\$5,000).
- c) An employee who relocates as a result of Workplace Change without exercising bumping rights under Article 12.11 will be entitled to the same relocation expenses as in Article 12.12 a).

## **Wage Protection**

- 12.13 Affected employees, who move to a lower paid position as a result of Workforce Reduction or Workplace Change covered by this Article, will maintain their current Basic Wage Rate from the date of assignment to the lower paid position until the rate for the new position exceeds their former rate. Affected employees, who move to a higher paid position as a result of Workforce Reduction or Workplace Change covered by this Article, will move immediately to the step on the new wage scale which has the same rate as their present Basic Wage Rate or, if there is no identical rate on the scale, to the closest higher rate to their present Basic Wage Rate. Wage progression for employees who move to a higher paid position will not be interrupted.

## **Continuation of Group Insurance, Dental and Medical Benefits during Layoff**

- 12.14 During periods of Temporary Layoff (TLO), under Article 12.04, affected employees will continue to participate in the Group Insurance, Dental and Medical, and Pension Plans by paying their normal premiums. During all other periods of layoff with recall rights, employees will have the option to continue their participation in these plans provided they pay both employer and employee premiums. For purposes of pension benefits entitlement, all periods of layoff during which an employee continues their participation in the Pension Plan will be treated, for all intents and purposes, as if the employee had remained at work and was earning their full basic wages.

## **Right to Return**

- 12.15 a) An employee who takes another position in accordance with Article 12.11 or 12.16 of this Agreement will be entitled to:
- i) return to their former Classification when an opening becomes available; and
  - ii) return to their former Reporting Area where an opening becomes available in the

Classification held prior to exercising an option in accordance with Article 12.11 of this Agreement.

- b) In options i) and ii) above, return rights will be exercised in order of seniority and prior to job posting.
- c) In option ii) above, the employee will be eligible for relocation expenses to a maximum of five thousand dollars (\$5000.00) if they meet the criteria in Article 34 and provided the employee has resided in the new location for a minimum of eighteen (18) months.
- d) Refusal of any Company offer to exercise a return right will terminate that return right, except in circumstances where:
  - i) an employee has been bumped within their Reporting Area and refuses an offer which is outside their Reporting Area; or
  - ii) the position offered is not the same category (Full Time or Part Time) as was held prior to exercising an option in accordance with Article 12.11.

Where there is a conflict between employee return rights and/or recall rights, seniority will be the determining factor.

## **Recall Rights**

- 12.16 Regular Employees on layoff will have a right to recall for twenty-four (24) months. If the employee is not recalled within this twenty-four (24) month period, the employee will be terminated from the Company with no further right to recall.

In the event of a recall, the following provisions will apply:

- a) If a Regular Employee is recalled within thirty (30)

days of layoff, there will be no break in service for all purposes.

- b) Employees will be recalled by seniority and will have the following recall options:
  - i) to be recalled to the same Classification from which they were laid off; or
  - ii) to be recalled to another Classification in which the employee has actual experience; or
  - iii) to be recalled to any Classification for which the laid off employee has the ability and meets the Standard Entry Level Qualifications for the job, with a training and familiarization period not to exceed eight (8) weeks. If the employee is not, in the Company's view, performing the job satisfactorily following the familiarization period, the Company has the right to lay the employee off. The employee will resume their recall period.
- c) Bridging of service and seniority will be done immediately.
- d) A laid off employee may refuse recall if the position to which they are being recalled is not in the same Classification and Reporting Area from which the employee was laid off. However, if the employee refuses recall to the Classification and Reporting Area from which the employee was laid off, the employee's name will be removed from the recall list and the employee's recall rights will be deemed to have expired.
- e) Full Time Employees may refuse recall to a position which is not Full Time and Part Time Employees may refuse recall to a position which is not Part Time, without losing their right to recall.

## **Severance Pay**

- 12.17 Regular Employees who are laid off will be eligible for severance. Severance will be paid at the expiry of the

employee's recall rights. The employee may request severance pay prior to the expiry of their recall rights and forego their recall rights. Payment of severance will be made within thirty (30) days of their entitlement or request, or as otherwise mutually agreed.

- a) The severance allowance will not be less than three (3) weeks pay for each full year of service and will be prorated for any partial year of Net Credited Service to a maximum of seventy-eight (78) weeks pay.
- b) Employees receiving benefits under this Article will not qualify for any other termination benefits in this Agreement.

### **Technological Change and the Canada Labour Code**

- 12.18 The Company and the Council agree that Sections 52, 54 and 55 of Part 1 of the Canada Labour Code will not apply to the parties during the term of this Agreement.

## ARTICLE 13 - JOB POSTING

- 13.01 A vacancy is an opening or a new position within a Classification that the Company has determined must be filled. All regular vacancies will be posted to permit any employee in the bargaining unit to apply, with the exception of vacancies that have been filled through the provisions of Articles 12, 28 or 33. Temporary vacancies may be posted at the Company's discretion.

Vacancies will be posted on electronic bulletin boards, and all bargaining unit employees will be notified of the posting by email. Vacancies will be posted for a period of at least fourteen (14) days. Employees who wish to apply for a posted vacancy will submit their application electronically through Career Opportunity System, if available. Where electronic access to Career Opportunity System is not available, applications will be submitted directly to the immediate supervisor. All applicants will receive electronic acknowledgement of their application.

A copy of each posting will be forwarded electronically to each Member Local at the time of the posting.

- 13.02 All postings will include but are not limited to the following:
- a) closing date of posting
  - b) location(s) of vacancy (Reporting Centre(s))
  - c) Classification and hours of work for vacancy
  - d) category of vacancy (i.e. Full Time, Part Time, Regular, Temporary)
  - e) number of positions available
  - f) Standard Entry Level Qualifications for the vacancy
  - g) reporting supervisor
  - h) identification of the posting as a replacement and/or addition

- i) other information not related to qualifications

Language capability may be one of the entry level qualifications on a specific posting for any Classification, when required for valid business reasons.

**13.03 Applicants will be considered in the following order:**

- a) Regular Employees, including employees with recall rights
- b) Temporary Employees
- c) persons from outside the bargaining unit

The Company will consider, but is not obligated to select, Temporary Employees or persons from outside the bargaining unit.

**13.04 When selecting from employees who apply for a vacancy, candidates must meet the Standard Entry Level Qualifications, have the ability to perform the job and have a satisfactory performance record (meaning that the employee's most recent performance rating was "Achieves" or "Exceeds") to be considered in the selection process. The most senior qualified applicant who has the ability and a satisfactory performance record will be awarded the job.**

**13.05 A list of applicants from the bargaining unit will be forwarded to each Member Local before an applicant is selected. This list will include the seniority, Reporting Centre and current Classification of the applicants. Where vacancies are filled internally, the successful applicant and each Member Local will be notified within thirty (30) days of the closing date. All applicants will be notified that the vacancy has been filled. If unsuccessful, an employee may request to review their application with the manager responsible for the selection and Human Resources.**

If there are no qualified applicants from within the bargaining unit, the Council will be notified within forty-five (45) days of the closing date if the Company intends to fill the vacancy externally.



Unless with the approval of the Council, job postings will not be cancelled after the closing date, if there are qualified applicants who are Regular Employees.

- 13.06 If an employee moves to a position in a higher wage scale as a result of a posting, they will go to the new wage scale in accordance with Article 17.07 on taking up their new position or within six (6) weeks of the closing date of the posting, whichever is earlier. If the new position has different standard hours of work, the employee will begin working the new standard hours of work on taking up the new position.
- 13.07 If an employee moves to a position in a lower wage scale as a result of a posting, they will go to the new wage scale on taking up their new position. The employee will move to the step on the new scale that is closest to their existing wage rate without being higher than their existing wage rate.
- 13.08 Employees, who are the successful candidates in job postings, will be eligible to receive reimbursement for relocation expenses, if they meet the criteria in Article 34.04. An employee, who receives relocation expenses as a result of being awarded a job posting, will not be eligible to receive such benefits again for a period of thirty-six (36) months of being awarded the job, unless the employee is required to relocate in accordance with the provisions of Article 12 or 33.

## ARTICLE 14 - DISCIPLINE

- 14.01 No employee will be subjected to disciplinary action without just and sufficient cause.
- 14.02 The employee's manager will arrange with the Local Union for the applicable Steward or other Local Representative to be present, as a full participant, at any meeting where discipline is to be imposed or at any investigative meeting with an employee that is expected to result in discipline. No such meeting will be held without participatory Council representation. No employee will be required to attend such a meeting without prior consultation with a Steward or Council Representative.
- 14.03 All disciplinary action will be documented in writing and will include the reason(s) for the discipline. The written notice of discipline will be given to the employee at the time the discipline is imposed.
- 14.04 Copies of all notices of disciplinary action provided under this Article will be given to the appropriate Local Union Steward at the same time it is given to the employee. In extraordinary circumstances where it is not possible to provide the notice before the imposition of discipline, the Company will immediately thereafter provide the notice as required.
- 14.05 All record of disciplinary actions will be cancelled and removed from the employee's file and may not be used in any way after eighteen (18) months, unless during that period any additional disciplinary actions are taken for related causes. In the case of additional disciplinary action the record will be extended for a further eighteen (18) months from the date of the last related occurrence.
- 14.06 An employee may view and make copies of all records in their personal file on request to their supervisor.
- 14.07 Performance reviews and performance review records will not be used as a basis or support for discipline beyond a written warning. Progressive discipline may

continue beyond the written warning but cannot refer to the performance review.

- 14.08 An employee dismissed for cause will be paid for all unused vacation entitlements.

## ARTICLE 15 - GRIEVANCE PROCEDURE

- 15.01 When any dispute arises between the Company and the Council concerning interpretation, application, administration or alleged violation of this agreement it will be resolved in the manner set out below.
- 15.02 Except for Company grievances, the grievor involved will have the right to active Council representation and the right to attend grievance meetings without loss of basic pay or benefits. The Company will pay reasonable travel expenses for the grievor and a maximum of two (2) Council Representatives, who are Active Employees, to exercise their right of attendance at grievance meetings in accordance with Article 15.03 and 15.08. For grievances involving more than one (1) grievor, payment of basic pay, benefits and reasonable travel expenses under this clause will be limited to four (4) grievors as determined by the Council, and a maximum of two (2) Council Representatives who are Active Employees.
- 15.03 Participants at all grievance meetings will have the right to attend in person if travel less than or equal to one hundred (100) kilometres is required. The Company reserves the right to use conferencing technology if travel greater than one hundred (100) kilometres is required. Conferencing technology will not be used for Step 3 meetings unless mutually agreed between the Company and the Council. The Company will determine the location of all grievance meetings.
- 15.04 Time limits in this Article may be extended by mutual written agreement between the Council or the appropriate Member Local and the Company. In this grievance procedure the time limits refer to calendar days.
- 15.05 Where an employee is dismissed or is suspended for any period in excess of five (5) days, the grievance will be submitted to the Director of Labour Relations who will ensure that the most appropriate senior manager who has the authority to reverse the dismissal or suspension will meet with Council Representatives and the grievor

within seven (7) days. If the senior manager is unable to meet within the time limit above or the grievance is not resolved within seven (7) days of the meeting, the Council may refer it directly to binding arbitration.

- 15.06 Grievances that are not of an individual nature and that have a wide application, or those concerning interpretation of this Agreement and the general policy of the Company, will be submitted directly at Step 3 of the procedure in Article 15.08 to the Director of Labour Relations.
- 15.07 Company grievances will be submitted to the Council Chairperson who will convene a meeting within seven (7) days with the Company to discuss the issue. The Company may refer unresolved grievances to arbitration.
- 15.08 The steps of the Grievance Procedure are:
- a) Step 1: Within thirty (30) days of the employee or the Member Local becoming aware of the incident or situation giving rise to the grievance, the employee and/or a Union Representative will discuss the matter with the immediate supervisor involved. The supervisor will respond within five (5) days.
  - b) Step 2: If the dispute is not settled at Step 1, the Council may, within thirty (30) days of receiving the reply, submit a written grievance to the next level of management and the Labour Relations group. Within seven (7) days of receipt of the grievance, the next level of management will provide the Steward involved, each Member Local and the Council Chairperson with a written response to the grievance.
  - c) Step 3: If the dispute is not settled at Step 2, the Council may, within thirty (30) days of receiving the reply, refer the grievance to the next level of management reporting directly to a Director or Vice President. Representatives of the Council, the grievor, the manager and other representatives of the Company, including Labour Relations, will meet to discuss the issue within thirty (30) days of referral to

Step 3. Within seven (7) days following this meeting, the Company will provide the Steward(s) involved, each Member Local and the Council Chairperson with a written response to the grievance.

- d) Step 3.5: With respect to any disputes not settled at Step 3, senior Labour Relations representatives and Council representatives will meet at least four (4) times per year to make a final attempt to settle such disputes. The dates of the meetings will be mutually agreed upon and each party will inform the other at least one (1) week in advance of all outstanding disputes it wishes to address with the other party at the meeting. Despite any other timeline in this Article, no matter will be scheduled for arbitration under Article 16 which has not been addressed at such a meeting.

Within one hundred and eighty (180) days from the expiration of the seven (7) day period referred to in Step 3, the Council may submit the matter to arbitration as provided for in Article 16.

Should the Council fail to refer the grievance to the next step within the specified time limits above, the grievance will be deemed abandoned.

- 15.09 Complaints on matters not involving interpretation, application, administration or alleged violation of this Agreement, or general policy of the Company, may be taken up either by the employee, the Steward or the employee's representative, with the employee's immediate supervisor and if necessary, with successive levels of management up to the appropriate Director or Vice President. Such complaints may not be referred to arbitration without mutual agreement between the Council and the Company.

## ARTICLE 16 - ARBITRATION

- 16.01 If a dispute concerning interpretation, application, administration or alleged violation of this agreement is not resolved following the completion of the grievance procedure, the matter may be referred by the grieving party to binding arbitration.
- 16.02 The grieving party will notify the other party in writing of its intention to refer the matter to arbitration. The notice will indicate the grieving party's preference to have the matter dealt with by conventional or expedited arbitration.
- 16.03 The grievance will be placed before a single Arbitrator who will be mutually agreed upon by the parties. If the parties cannot agree upon an Arbitrator within fourteen (14) calendar days, either party may request the Federal Minister of Labour to appoint an Arbitrator.
- 16.04 Upon mutual agreement by the parties, the grievance may be placed before a Board of Arbitrators, which the parties agree to nominate. The Arbitration Board will consist of a nominee of the Council, a nominee of the Company and a Chairperson who will be selected by the appointed nominees. Should the appointed nominees fail to agree upon a Chairperson within five (5) days from the date of their nomination, either party may request the Federal Minister of Labour to appoint a Chairperson.
- 16.05 As a condition of appointment, the Arbitrator or Board of Arbitrators must agree to hold a hearing on the grievance within sixty (60) days of their appointment and to render a timely decision, unless the Company and the Council agree otherwise.
- 16.06 The decision of the Arbitrator or Board of Arbitrators will be final and binding on both the Council and the Company.
- 16.07 Neither the Arbitrator nor Board of Arbitrators will have the power to amend, cancel or add to the terms of this Agreement and in rendering a decision they will be bound by the terms of this Agreement. The Arbitrator

or Board of Arbitrators has the power to substitute for the discharge or discipline such other penalty as the Arbitrator or Board of Arbitrators deems just and reasonable in the circumstances. Such decision will not have retroactive effect prior to the date of the incident giving rise to the grievance.

- 16.08 Each of the parties to this Agreement will bear the expenses and compensation of the Arbitrator or the Chairperson of a Board of Arbitrators in equal shares. In cases where an Arbitration Board is used, each of the parties will bear the expenses and compensation of its nominee individually. The Company will pay the basic wages and reasonable expenses for employees who are Company witnesses. The Company will also pay the basic wages and reasonable expenses for one (1) grievor and one (1) Council Representative who are Active Employees. The Council is responsible to pay the wages and expenses for their other witnesses and observers.
- 16.09 The parties agree to use Expedited Arbitration as a means of resolving grievances. However, both parties will have the right to require the use of the formal arbitration process in this Collective Agreement for any grievance. If Expedited Arbitration is chosen as a means to resolve the grievance, the following principles will apply:
- a) Hearings will be short and conducted in an informal manner. Decisions will be issued within three (3) business days of the conclusion of the hearing.
  - b) The parties will agree on a list of Arbitrators from each of the four (4) Atlantic Provinces to conduct the hearings. Arbitrators will serve for a specific period of time. Both parties will agree on a fee structure.
  - c) The parties will not be represented by practicing lawyers at the hearings.
  - d) There will be full disclosure by the parties of evidence, precedents, and documents in advance of the hearings.



- e) The parties will minimize the use of witnesses at the hearings.
- f) The parties will use concise arguments at the hearings.
- g) The Arbitrator will have the power to accept any evidence that they rule is reliable and relevant.
- h) The Arbitrator will have the power to mediate between the parties at any stage of the process, by encouraging a settlement or suggesting possible outcomes.
- i) Any decision of the Arbitrator will be made without prejudice and will not be a precedent for future proceedings unless the parties agree.
- j) Decisions will be final and binding.

## ARTICLE 17 - WAGE ADMINISTRATION

- 17.01 All employees will be paid in accordance with the Basic Wage Rates established for all Classifications as set out in Appendix C of this Agreement. Except as provided by the terms of this Agreement, no employee's Basic Wage Rate or Classification will be changed without the agreement of the Council.
- 17.02 Progressional wage increases as outlined in Appendix C will be automatically granted to Regular Employees. Progressional wage increases will be effective on the date on which the employee completes their step progression relative to their date of hire. The time interval between each step in the wage table will be six (6) months.
- 17.03 Employees who are on Sickness Disability Benefits will continue to receive any general wage increase on the effective date. Employees who are absent from work, without pay, for any other reason will receive the general wage increase effective on the date they return to work.
- 17.04 Employees will be paid every alternate Friday by direct deposit and will have full access to their pay by 12:01 a.m. (00:01) on each pay day. Where the Regular Payday falls on a Paid Holiday, employees will be paid on the previous regular working day. The employee's pay advice will be available electronically two (2) days prior to the pay day, and in paper form on or before pay day.
- 17.05 Errors in Regular Pay will be corrected immediately. Errors in Exception Pay will be corrected on the next Regular Pay cycle.
- 17.06 Full Time Employees will be paid Regular Pay on a current basis with no holdback. Part Time Employees will be paid for their regular and scheduled part time hours bi-weekly. Exception Pay for all employees will be no more than two (2) weeks in arrears.
- 17.07 Employees who are temporarily reassigned to a lower paid Classification will continue to be paid at their

current rate of pay and will continue to receive all progressional and/or negotiated increases on their normal wage scale for the duration of the temporary assignment. Employees who are temporarily reassigned or who post to a higher paid Classification will move to the step on the new scale that provides for at least a ten percent (10%) increase or to the top of the new scale if there is no step that provides at least a ten percent (10%) increase.

## ARTICLE 18 - LEAVES OF ABSENCE & TIME OFF

### Child Care

- 18.01 Maternity and Parental Leave (Child Care Leave) will be in accordance with the provisions of the Canada Labour Code. When requested, the Human Resources Group will provide copies of the applicable provisions of the Canada Labour Code.
- 18.02
- a) Regular Employees having six (6) months of continuous service who take Maternity Leave will be eligible for a top up to Employment Insurance (EI) Maternity Leave benefits for seventeen (17) weeks and a top up to EI Parental Leave benefits for ten (10) weeks. These employees will receive one hundred percent (100%) of their regular wages for the two (2) week waiting period. During the next twenty-five (25) weeks, following the waiting period, the combination of the employee's weekly EI benefit payment and the income top up payment will equal seventy-five percent (75%) of the employee's regular gross earnings prior to the commencement of the leave. Company provided benefits under this Article will be paid on a bi-weekly basis.
  - b) Regular Employees having six (6) months of continuous service who take only Parental Leave will be eligible for a top up to Employment Insurance (EI) Parental Leave benefits for twenty-five (25) weeks. During this period the combination of the employee's weekly EI benefit payment and the income top up payment will equal seventy-five percent (75%) of the employee's regular gross earnings prior to the commencement of the leave. Company provided benefits under this Article will be paid on a bi-weekly basis.
  - c) EI legislation currently permits the sharing of Parental Leave benefits by both parents. If both parents are Regular Employees of the Company, Parental Leave top-up benefits may also be shared but cannot exceed twenty-five (25) weeks of benefit in total.

- 18.03 a) If a pregnant employee is unable to perform an essential function of her job, and no appropriate alternative employment is available, she will be placed on a paid leave of absence for such time as she is unable to perform the essential function. Employees who are medically unable to perform their normal job functions, and no alternative functions are available, or who are advised to stop working by their physician prior to the anticipated birth of their child, will have access to the applicable sickness benefits under Article 28 until such time as they become eligible for Child Care Leave.
- b) The Company will attempt to find suitable alternate work for a pregnant employee who does not want to work on a regular basis with video display terminals (VDT) and, if necessary, will displace Temporary Employees to allow for the reassignment of the pregnant employee to an alternate position consistent with the employee's ability and level of training. If, however, a suitable position within the bargaining unit is not available, an employee may apply for a leave of absence without pay for the period prior to the employee's regularly scheduled maternity leave.
- 18.04 During Child Care Leave, an employee will be eligible to continue participation in the Company's pension and benefit programs.
- 18.05 When an employee returns from a Child Care Leave of absence they will be reinstated in their former job and location provided their former job exists at that location. If the former job no longer exists when the employee returns, they will be offered another job (where possible in the same location). In either case, the employee will be paid at the same Basic Wage Rate and the same step they would have occupied had they not taken the Child Care Leave.
- 18.06 The Company will grant three (3) days paid leave to employees, on the occasion of the birth of the employee's child. This leave is applicable only to Regular Employees who do not take maternity leave. The leave

will be available immediately on the day of the mother's confinement and may be taken at any time from that day until the end of the two (2) weeks following the birth of the child. The employee must request this leave at least one (1) month in advance of the expected date of the birth of the child.

- 18.07 The Company will grant four (4) days paid leave for Regular Employees, who are in the process of adopting a child. This leave must be requested as far in advance as possible.

### **Bereavement**

- 18.08 Employees will be granted bereavement leave with pay from any of their scheduled tours of duty as follows:
- a) The Leave falls within the five (5) working day period immediately following the day of death of an immediate family member and will normally not exceed five (5) working days for each occasion of bereavement.
  - b) Employees may be granted paid time off, with the supervisor's approval, to attend the funeral of an individual who is not an immediate family member. Requests will not be unreasonably made or denied.
  - c) When there are exceptional circumstances, additional paid time off may be granted with the supervisor's approval. Exceptional circumstances may include either extensive travel to attend a funeral and/or take more bereavement time even though the funeral is not for an immediate family member. Requests will not be unreasonably made or denied.
  - d) Days on which a bereaved employee is on vacation will be counted as bereavement days in accordance with 18.08 of this Article and offsetting vacation will be allowed.
  - e) In this Article, "immediate family member" means:
    - i) the employee's spouse or common-law partner;

- ii) the employee's father and mother and the spouse and common-law partner of the father or mother;
  - iii) the employee's children and the children of the employee's spouse or common-law partner;
  - iv) the employee's grandchildren;
  - v) the employee's brothers and sisters;
  - vi) the grandfather and grandmother of the employee;
  - vii) the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother; and
  - viii) any relative of the employee who resides permanently with the employee or with whom the employee permanently resides;
- f) In this Article, "common-law partner" means a person who has been living with an individual in a conjugal relationship for at least one year, or who had been so cohabiting with the individual for at least one year immediately before the individual's death.
- g) Should the definition of immediate family for the purposes of Bereavement Leave under the Canada Labour Code change in the future, the Company agrees to meet with the Council to discuss the change and whether it will apply to the Collective Agreement.

### **Incidental Leaves - Family and Personal Issues**

- 18.09 The immediate supervisor may authorize wage payment to Regular Employees for occasional absent time arising from illness of a member of the family or to deal with personal issues. Absences of this type should be of brief duration, only long enough to arrange for someone to take over the responsibilities and duties which require the employee's attention. One (1) day or less per occurrence should usually be adequate. Requests to and

authorization by the immediate supervisor will not be unreasonably made or withheld.

## **Other Leaves**

- 18.10 Employees will be excused from work, without loss of pay, while under quarantine, serving jury duty, or as a voluntary fireperson in the actual fighting of the fire. Unless as identified in other Articles in this Agreement, employees will be excused from work, without loss of pay, while serving as a subpoenaed witness. No extra time, differentials and/or premiums will be allowed for time spent in these duties.
- 18.11 Employees will be allowed sufficient time off, with pay, to give blood.
- 18.12 Employees having the right to vote during Federal, Provincial or Civic elections will be granted time off with pay in accordance with Federal, Provincial or Civic law.
- 18.13 The Company offers a number of other leaves, as listed below, to deal with employee, community or corporate issues. Information on these leaves will be made available to employees. The Company agrees not to diminish the level of the benefit provided by these leaves during the life of this Agreement:
  - a) Extended Family Leave
  - b) Personal Leave
  - c) Education Leave
  - d) Reserves Leave
  - e) Compassionate Care Leave



## ARTICLE 19 - TRAVEL & EXPENSES

- 19.01 Employees will normally use a corporate credit card for travel expenses covered under this article. No employee will be required to accept personal liability for corporate expenses incurred using the corporate credit card. Employees who for personal reasons, prefer not to use a corporate credit card may request an alternate method of reimbursement. Such requests will not be unreasonably denied.
- 19.02 When an employee is assigned away from their Reporting Centre, the Company will provide reasonable transportation to and from the worksite. The employee may, with the agreement of their supervisor, use their personal vehicle at current rates paid by the company for use of personal vehicles. Where two (2) or more employees choose to travel together only one (1) person may claim for personal car use. The employee is responsible to ensure they carry the proper insurance that enables them to use their personal vehicle for business purposes.
- 19.03 When an employee is required to work or receive training away from their Reporting Centre, they will be reimbursed for reasonable out of pocket expenses associated with the travel. These out of pocket expenses will include items such as parking, highway tolls and bridge fees but would not include meals. Receipts are required where practical.
- 19.04
- a) Travel to an employee's Reporting Centre for the start of the employee's tour will be on the employee's own time without compensation.
  - b) Travel time to another Reporting Centre or a course of instruction within fifteen (15) kilometres of the employee's Reporting Centre for the start of an employee's tour, will be on the employee's own time without compensation.
  - c) All other travel time on Company instructions will be on Company time and the applicable rates of pay will apply. Where the travel time exceeds the

normal working hours of the employee, the applicable Overtime rate will apply except that, travel time to and from a course of instruction will be paid at one and one-half (1.5) times the employee's Basic Wage Rate.

- d) Travel time to a location other than the employee's Reporting Centre will be the time required to travel from the Reporting Centre to the other location, less the time between 10:00 p.m. (22:00) and 7:00 a.m. (07:00) if sleeping accommodation is provided and the employee can avail of it.

19.05 A minimum of seven (7) calendar days notice will be given to an employee, who is required by the Company to be away from the employee's home for an overnight or longer period. If an employee is given less than seven (7) days notice, this will be deemed a schedule change and the employee will be compensated as per Article 27.04.

19.06 An employee who is assigned away from their Reporting Centre may return home for their scheduled days of rest. The trip will be at Company expense, as per Article 19.02. For time spent traveling on such trips, the employee will be compensated at Basic Wage Rates. Employees may be required, at the discretion of management, to travel outside of their scheduled working hours, for which they will receive additional pay at basic rates. If the employee is required to travel outside of their scheduled working hours for either the initial travel to the assignment or returning on the last day of the assignment, the employee will be compensated at the applicable Overtime rate for travel to or from their normal Reporting Centre.

19.07 Employees who are required to work more than seventy (70) kilometres normal travel distance away from their Reporting Centre for an overnight period will have the following options:

#### **Company Provided Accommodations**

- a) The Company will provide reasonable quality single accommodations, if available, in the locality where the work is being performed.

The following per diems will apply:

Effective 1 January 2015:

	<b>Bell Aliant Amount</b>	<b>Labrador and Outside Atlantic Canada</b>
Breakfast	\$11.00	\$13.00
Mid Tour Meal	\$15.00	\$17.70
Evening Meal	\$30.00	\$35.70
Miscellaneous	\$ 9.00	\$10.80
<b>Total</b>	<b>\$65.00</b>	<b>\$77.20</b>

Effective 1 January 2016:

	<b>Bell Aliant Amount</b>	<b>Labrador and Outside Atlantic Canada</b>
Breakfast	\$11.25	\$13.25
Mid Tour Meal	\$15.25	\$18.00
Evening Meal	\$30.50	\$36.50
Miscellaneous	\$9.50	\$11.00
<b>Total</b>	<b>\$66.50</b>	<b>\$78.75</b>

Effective 1 January 2017:

	<b>Bell Aliant Amount</b>	<b>Labrador and Outside Atlantic Canada</b>
Breakfast	\$11.50	\$13.50
Mid Tour Meal	\$15.50	\$18.50
Evening Meal	\$31.00	\$37.25
Miscellaneous	\$9.75	\$11.25
<b>Total</b>	<b>\$67.75</b>	<b>\$80.50</b>

No receipts will be required for the per diems. A meal per diem will not apply if a reasonable quality meal is provided and no other options are available to the

employee. The miscellaneous per diem applies for each day the employee is required to stay overnight and is intended to cover personal expenses associated with the overnight stay. For the days on which the employee leaves and returns, they will receive only the applicable meal per diems and, subject to an overnight stay, the miscellaneous per diem. For travel in the USA, the per diems will be paid in US dollars.

The Company will continue to provide such accommodation and per diems, as provided in this article, during the following periods:

- i) All days on which no work is scheduled.
- ii) Time lost on the job as a result of severe weather conditions, lack of materials or tools and other similar causes of delay.
- iii) Periods of sickness or accident while the employee remains at the accommodation.
- iv) Temporary reassignment to another Reporting Centre.

### **Alternate Accommodations**

- b) Employees, who do not return home and choose to be responsible for their own accommodations, will be entitled to claim living expenses of seventy-five dollars (\$75.00) per day plus the applicable per diems as specified in Article 19.07 a). This will apply only on days when they would normally be entitled to accommodation reimbursement.

Travel to and from the alternate accommodation in a Company vehicle requires the approval of the employee's supervisor. In all cases, the employee will be required to be back at the job location for the beginning of the next tour of duty.

It is understood that when employees choose this option, the Company accepts no responsibility, whatsoever, for loss or damage to personal property

or the injury of third parties while employees are at the accommodation or enroute to or from the accommodation and worksite.

### **Returning Home Each Night**

- c) Employees, who choose to return home each night will be entitled to claim living expenses of fifty dollars (\$50.00) per day plus the mid tour meal per diem as specified in Article 19.07 a). The living expense amount fifty dollars (\$50.00) will apply only on days when they would normally be entitled to accommodation reimbursement.

Travel between the worksite and the employee's home will be on the employee's own time and at the employee's own expense and the provisions of Article 19.02 will not apply to this travel. In all cases, the employee will be required to be back at the job location for the beginning of the next tour of duty.

It is understood that when employees choose this option, the Company accepts no responsibility, whatsoever, for loss or damage to personal property or the injury of third parties while employees are traveling to and from the worksite.

- 19.08 Whenever an employee is working in excess of twenty-five (25) kilometres away from their Reporting Centre during their meal period, they will receive a per diem equivalent to the Mid Tour Meal per diem set out in Article 19.07 a). A meal per diem will not apply if a reasonable quality meal is provided and no other options are available to the employee.

## ARTICLE 20 - EMPLOYEE INFORMATION

- 20.01 The Company will provide space on the Corporate Intranet for an electronic bulletin board for the exclusive use of the Council and its Member Locals. Direct access to the Corporate Intranet from Company premises, will be provided to eight (8) active employees who are designated by the Council as Council Representatives for this purpose. The Company will also provide reasonable space for union notices on Company bulletin boards where employees are permanently located.
- 20.02 The Council agrees to post only factual notices, reports and announcements pertaining to union meetings, elections, nominations, appointments, financial or recreational and social activities on either of these two (2) locations. The Council also agrees that nothing contrary to the interests of the Company or in contravention of the spirit and intent of this Agreement will be posted. Should the Company believe that posted material is not in accordance with the provisions of this Article, the Company may remove such material after the identification of the concern to a Council Representative.
- 20.03 The Company will also provide a link on the Corporate Intranet Home Page to a single Council website for easy employee access to Council information. The nature and substance of materials posted on the Council website will not be subject to Article 20.02 and the Company agrees to maintain this link, irrespective of the nature and substance of the materials posted.
- 20.04 The Company agrees to pay the full translation and printing cost to provide sufficient copies of this Agreement in English and French for distribution by the Council and its Member Locals. The English version will be considered the official version. Additional copies will be provided to facilitate the administration of this Agreement.

## ARTICLE 21 - DEFINITIONS

- 21.01 **ACTIVE EMPLOYEE** means an employee who is receiving regular earnings on a bi-weekly basis from the Company. This includes the following: employees receiving Sickness Disability Benefits, Workers' Compensation Benefits, and employees on an approved leave of absence of thirty (30) days or less.
- 21.02 **BASIC WAGE RATE** means the hourly rate of pay for each step within a wage scale as specified in Appendix C.
- 21.03 **CLASSIFICATION** means the job title of an employee. All employees will be assigned one of the Classifications as listed in Appendix A.
- 21.04 **COUNCIL BARGAINING COMMITTEE** means those persons who have been elected or appointed by the Council to act and bargain for its members at meetings with the Company as provided for in Article 8 and whose election or appointment has been certified by written notification from the Council to the Company.
- 21.05 **COUNCIL APPROVAL** means written approval of the Chairperson of Unifor ACL.
- 21.06 **COUNCIL REPRESENTATIVE** means a person who has been appointed or elected to a position to represent the Council and whose appointment has been certified by written notification from the Council to the Company.
- 21.07 **DAYS** mean calendar days unless specified otherwise in this Agreement.
- 21.08 **EMPLOYEE** means a person employed by the Company in any Classification in Appendix A, except for those persons who would be excluded in accordance with the provisions of the Canada Labour Code.
- 21.09 **EXCEPTION PAY** means pay other than Regular Pay such as Overtime, Premiums and Differentials.
- 21.10 **FULL TIME EMPLOYEE** means an employee (Regular or Temporary) who is normally required to work the standard working hours.

- 21.11 **LAYOFF** means the termination of employment of a Regular Employee caused by the need to reduce the regular workforce.
- 21.12 **LOCAL OFFICER** means an employee who has been appointed or elected to a position to represent a Member Local of the Council.
- 21.13 **MEMBER LOCAL** means one of the following locals that comprise the Council: Unifor Locals 401, 410, 506, 2289.
- 21.14 **OVERTIME** means the time worked by an employee outside their scheduled tour or on any day on which they were not scheduled to work.
- 21.15 **PART TIME EMPLOYEE** means an employee (Regular or Temporary) who is normally required to work less than the standard working hours.
- 21.16 **PROBATIONARY EMPLOYEE** means a Regular Employee who has not completed the Probationary Period. The Company has the discretion to terminate a Probationary Employee on the basis that they are not suitable for work. The Probationary Employee may grieve that the decision is arbitrary, discriminatory, or in bad faith.
- Probationary Employees are also entitled to grieve any other issue arising under this Agreement.
- 21.17 **PROBATIONARY PERIOD** means the first six (6) months of employment as a Regular Employee.
- 21.18 **QUEUE** means a group of employees who are commonly dedicated to the processing of incoming or outgoing calls which are routed specifically through that group.
- 21.19 **REGULAR EMPLOYEE** means an employee whose employment is expected to be continuous and is not engaged as a Temporary Employee.
- 21.20 **REGULAR PAY** means the pay for Standard Hours of Work including items such as Vacation Pay, Holiday Pay and payment while on Sickness Disability Benefit.
- 21.21 **REPORTING AREA** means the geographic area containing one or more Reporting Centres as defined in Appendix D.



- 21.22 **REPORTING CENTRE** means the designated work location for each employee. All employees will be assigned to a Reporting Centre. Reporting Centres include Company locations as listed in Appendix D and other locations as agreed, in writing, between the Company and the Council. The Company agrees that it will not change the Reporting Centre of an employee except as provided under the terms of this Agreement or with the consent of the employee.
- 21.23 **SCHEDULED TOUR OF DUTY** means a tour of duty not exceeding the basic hours of work per day which an employee is scheduled to work and of which the employee has been advised in advance.
- 21.24 **STANDARD ENTRY LEVEL QUALIFICATIONS (SELQs)** means the SELQs set out in a document entitled “Bell Aliant’s SELQs for Unifor ACL Unionized Job Classifications (Revised February 2010)”. Any revisions or modifications to the SELQs will be reviewed with the Council before implementation.
- 21.25 **STANDARD WORKING DAY** is based on the employee’s Classification and will be either seven and one-half (7.5) hours or eight (8.0) hours as indicated in Appendix B.
- 21.26 **STEWARDS** means an employee who has been elected or appointed to represent employees and whose appointment has been certified by written notification from the Council to the Company.
- 21.27 **STUDENT TEMPORARY EMPLOYEE** means a Temporary Employee enrolled in a program of post-secondary study, who is hired with the understanding that the duration of employment will not exceed nine hundred and seventy-five (975) hours in a calendar year and will not extend beyond the duration of their education program. Student Temporary Employees will not accumulate seniority but will be considered as part of the bargaining unit.
- 21.28 **TEMPORARY EMPLOYEE** means an employee hired with an understanding that the period of employment is not expected to continue for more than six (6) months in any

consecutive fifty-two (52) week period, or such longer period as defined in Article 31.01.

- 21.29 **UNION REPRESENTATIVE** means a person who has been appointed or elected to a position to represent the Member Local and whose appointment has been certified by written notification from the Member Local to the Company.
- 21.30 **WORK GROUP** (or Supervisor's Workgroup) means a group of employees, reporting to the same supervisor, who work together on a regular basis and who normally backfill for each other.

## ARTICLE 22 - LABRADOR PROVISIONS

### Travel Allowance

22.01 The Company will provide an annual travel allowance to Regular Employees who reside in Labrador and whose permanent Reporting Centre is in Labrador:

- a) By January 31st of each calendar year, employees will be paid a lump sum for each eligible family member. The lump sum will be equal to the value of a full fare (including all fees and surcharges) return economy air travel, as of January 2nd of the calendar year, between St. John's and the employee's Reporting Centre, or one thousand dollars (\$1000.00), whichever is greater.

Employees may waive tax deduction from payroll if the employee agrees in writing that the payment provided will be used entirely for vacation or medical travel.

Regular Employees, who begin work in Labrador during the period beginning January 1st and ending June 30th of any year, will be entitled to the annual travel allowance specified above. Regular Employees who begin work in Labrador after June 30th will not be eligible to receive the travel allowance in that calendar year.

- b) The Company will extend to Labrador employees any price discounts negotiated with preferred air carriers.
- c) Eligible family members include the employee, the employee's spouse and the employee's eligible dependent children. Eligible dependent children include: children between the ages of two (2) and twenty-one (21), children under the age of twenty-five (25) who are Full Time students, or children who are disabled and wholly dependent upon the employee. Eligible children must be single and unemployed.

## **Northern Allowance**

- 22.02 The Company will provide a weekly Northern Allowance of one hundred and thirty dollars (\$130.00) to active employees whose permanent Reporting Centre is in Labrador. To be eligible for this allowance, an employee must have one (1) or more months of service with the Company. The weekly Northern Allowance will increase to one hundred and fifty dollars (\$150.00) after the employee has had a permanent Reporting Centre(s) in Labrador for five (5) consecutive years. For Part Time Employees, the weekly Northern Allowance will be prorated based on the hours worked. The Northern Allowance will be included in the calculation of earnings for income replacement programs such as Child Care Leave Top Up, LTD and WCB.

Relocation expenses under Article 34 will apply, except in the case of employees hired after December 31, 2014, or who post into a role with a Reporting Centre in Labrador after December 31, 2014, who will not be eligible for moving expenses associated with Article 13.08, until they have worked at least five (5) consecutive years in Labrador since they last received relocation expenses.

- 22.03 The following allowances apply to any employee working in Labrador.

### **Winter Boots**

- a) In addition to clothing and protective footwear allowances provided under other terms of this agreement, employees who work outside on a regular basis will be, with prior approval of the Company, supplied with or reimbursed for the actual cost (with receipt) of winter boots and special winter clothing required for work in the Labrador environment.

### **Hardship Allowance**

- b) When an employee is required to stay overnight at locations in Coastal Labrador north of Red Bay, the employee will receive fifty dollars (\$50.00) per night. This Hardship Allowance applies only with respect to

Labrador communities without road access (currently Black Tickle, Hopedale, Makkovik, Nain, Natuashish, Norman's Bay, Postville, Rigolet, Voisey's Bay, Williams Harbour) and can be changed in the future as required.

## **Quality of Life Issues**

- 22.04 As an ongoing effort to address employee concerns with quality of life and more equitable sharing of travel requirements for employees working in Labrador, the Company agrees that coastal travel requirements for Labrador employees will be covered as follows:
- a) Employees in the Goose Bay network services group will travel in rotation.
  - b) Employees in the Goose Bay buildings operations group will travel in rotation.
  - c) Technicians who travel will have scheduled periods to work in the Goose Bay C.O. and will be responsible to carry out network activities associated with the Goose Bay C.O.

The Company further agrees that it will ensure reasonable access to appropriate toilet and sanitary facilities in all locations where employees are required to work.

## **Remote Sites in Labrador**

- 22.05 a) Employees required to travel to remote sites in Labrador will not be scheduled to stay overnight at those sites except under the following conditions:
- i) emergencies, defined as situations where work is necessary to restore full service to customers, which has been or may be disrupted due to unforeseen circumstances.
  - ii) customer requirements, where it is necessary to attend a remote site on an overnight basis due to customer demands or requirements.

- iii) capital projects, where planned upgrading work must be performed.
- b) Where employees are scheduled to spend nights on a site, the following conditions will apply:
  - i) employees will receive full per diem and environmental differential.
  - ii) good quality fresh food and water will be provided, at Company cost, in quantities adequate for the scheduled stay plus two (2) days. Employees are responsible for arrangements.
  - iii) employees will be scheduled for no more than two (2) consecutive nights in a seven (7) day period at the sites. Following the two (2) nights, employees will be returned to their home base subject to an emergency as defined under item a) i).
  - iv) employees will not be scheduled to stay at a site overnight alone.
  - v) the Company will schedule the return trip in advance and will make the meeting of that schedule the first priority for the available helicopters.
- c) Employees will not be scheduled to remain overnight on sites for the performance of routine maintenance.
- d) It is understood that for scheduled day tours, employees will be required to remain on site for the duration of the tour, and that the helicopter will not be required to remain on site.

## **Scheduled Hours of Work and Tours for Employees in Labrador**

- 22.06 Combination employees in the Goose Bay Reporting Centre, scheduled to work within Labrador but outside their normal Reporting Centre for a period of two (2) consecutive weeks or greater, and where a minimum of

five (5) overnight accommodations are required, may be scheduled on an eight (8) consecutive day basis up to a maximum of ten (10) hours per day. All scheduled tours shall commence on the first Monday of the Scheduling Period and end on the following Monday, unless the employee agrees to begin and end on another day in the Scheduling Period.

Following each of these eight (8) day tours, unless it is mutually agreed by the employee and the supervisor to do otherwise, the employee will be scheduled for a minimum of one (1) week of five (5) eight (8) hour tours or one (1) week of four (4) ten (10) hour tours as per Article 27.02 of the Collective Agreement, that will not require an overnight or longer stay. All other articles of the Collective Agreement shall apply including, but not limited to, Article 24 - Differentials and Premiums.

## ARTICLE 23 - OVERTIME

- 23.01 a) Overtime rates will be paid to Full Time Employees for each hour worked in excess of a scheduled tour or on any day which is not a scheduled work day. For Overtime which is less than a full hour, employees will be paid at overtime rates for the portion of the hour worked.

However, additional time worked immediately following the employee's regularly Scheduled Tour of Duty must exceed ten (10) minutes before the employee will be compensated for the additional time. It is agreed that circumstances where an employee is expected to work additional time of less than ten (10) minutes immediately following their regularly Scheduled Tour of Duty are to be considered as exceptions rather than normal operating practice.

- b) Overtime will be paid at a rate of two (2) times the Basic Wage Rate for all overtime hours worked under the following circumstances:
- i) between midnight (24:00) and 7:00 a.m. (07:00) on any day
  - ii) between 7:00 a.m. (07:00) and midnight (24:00) Sunday
  - iii) on scheduled days of rest
  - iv) in excess of four (4) continuous hours of Overtime
  - v) in excess of twelve (12) hours (meal hours excluded) in the twenty-four (24) hour period from the commencement of the employee's Scheduled Tour of Duty
  - vi) when required to work through their meal period during their scheduled tour as per Article 23.06
  - vii) when required to work overtime that is continuous with the conclusion of a regularly



scheduled tour, and the employee has already worked overtime that was continuous to the start of that scheduled tour, and part of that pre-tour overtime was paid at two (2) times the Basic Wage Rate.

- c) All other overtime hours will be paid at one and one-half (1.5) times the Basic Wage Rate.
  - d) When an employee is temporarily working at a higher Basic Wage Rate, the higher Basic Wage Rate will be used in the computation of overtime payment.
  - e) Overtime rates will be paid only when the work has supervisory approval.
- 23.02 a) Employees who are required to work Overtime will receive reasonable advance notice. Except in cases of emergency as defined by Part III, Division I of the Canada Labour Code, employees will not be required to work in excess of eight (8) hours of Overtime in a scheduling period. All Overtime in excess of eight (8) hours in a scheduling period will be on a voluntary basis.
- b) Overtime that is not continuous with the scheduled tour but is scheduled in advance will provide at least four (4) hours pay at the Basic Wage Rate.
  - c) Overtime work will be distributed, where practicable, equitably within a Supervisor Group/ Queue with consideration for employee preferences.
- 23.03 At the request of the Council, the Company will review the amount of Overtime worked by the employees in a group or a Reporting Centre over the previous six (6) month period. The results of the review, including statistics on the amount of Overtime worked, will be made available to the Council.
- 23.04 **Overtime Meal Breaks and Meal Allowance**
- a) i) When an employee works two (2) hours or less Overtime, which is continuous with either the beginning or end of their scheduled tour, they

will be paid their overtime wages but there will be no paid rest period, meal break, or associated meal allowance.

- ii) Notwithstanding Article 23.04 a) i), when an employee works overtime that is continuous with the end of their scheduled tour and this falls into the normal supper time period, the employee will be allowed an associated meal allowance in accordance with Article 23.05. Subsequent continuous overtime that qualifies for a meal allowance qualifies for a fifteen dollar (\$15.00) meal allowance. There is no intent that an employee would receive their supper per diem and then an overtime meal two (2) hours later. The employee would be entitled to their overtime meal if they are still working after the four (4) hour period in which they received a supper allowance has expired. When an employee works overtime that is not continuous with the end of their shift, normal overtime meal allowance rules will apply.
- b) When an employee works more than two (2) hours Overtime, which is continuous with either the beginning or end of their scheduled tour, they will be paid their overtime wages and they will be entitled to a paid meal break not to exceed twenty (20) minutes and a fifteen dollar (\$15.00) meal allowance in accordance with Article 23.05. Employees in this situation will receive a subsequent twenty (20) minute paid meal break, in accordance with Article 23.05 for each additional four (4) hours of Overtime worked and a paid rest period of fifteen (15) minutes to be taken at or near the midpoint of each subsequent three and three-quarter (3.75) or four (4) hour period of Overtime.
- c) When an employee works two (2) hours or less Overtime which is not continuous with either the beginning or end of their scheduled tour, they will be paid their overtime wages but there will be no paid rest period, meal break or associated meal allowance.

- d) When an employee works between three and three-quarter (3.75) and four (4) hours Overtime which is not continuous with either the beginning or end of their scheduled tour, they will be entitled to receive a fifteen (15) minute paid rest period at or near the midpoint of the three and three-quarter (3.75) to four (4) hour period. They will not be entitled to a paid meal break or associated meal allowance. When an employee works a full tour of Overtime on their day off which is equivalent to either seven and one-half (7.5) or eight (8) hours, they will be entitled to two (2) paid rest breaks - one at the midpoint of the first block of three and three-quarter (3.75) or four (4) hour period and another at the midpoint of the second block of three and three-quarter (3.75) or four (4) hour period.
- e) When an employee works more than four (4) hours Overtime which is not continuous with either the beginning or end of their scheduled tour, the employee may be able to choose from the following options depending on the overtime work situation and their manager's decision. Both the first and/or the second option shown below are offered to the employee at the manager's discretion.
  - i) Optional - an employee may choose to take a one (1) hour unpaid meal break after the first four (4) hours of their non-continuous Overtime. If they choose this option, employees will not receive a paid meal break or associated meal allowance.
  - ii) Optional - an employee may choose to take a one-half ( $\frac{1}{2}$ ) hour unpaid meal break after the first four (4) hours of their non-continuous Overtime. This must be by mutual consent of the manager and the employee. If they choose this option, employees will not receive a paid meal break or associated meal allowance.
  - iii) Optional - if the employee is not offered option one (i) and/or option two (ii), they will be entitled to receive a paid meal break not to

exceed twenty (20) minutes and an associated fifteen dollar (\$15.00) meal allowance, as per Article 23.05. Employees may choose this option, even if options one (i) and/or two (ii) are offered to them. Employees will receive this option if option one (i) and/or two (ii) are not offered or are offered and not selected by the employee.

- f) While it should be a rare situation, employees who work more than eight (8) hours of Overtime which is not continuous with the beginning or the end of their scheduled tour, will be entitled to options as described above with respect to meal breaks and meal allowances each time they have worked more than four (4) hours. In situations such as this, the health and safety of employees and all stakeholders will be monitored even more closely than in normal circumstances.
- g) Employees and managers will be reasonable and fair with respect to the options available to employees working Overtime and there may be times that because of the customer situation, employees may only be able to have a paid meal break not to exceed twenty (20) minutes and a meal allowance of fifteen (\$15.00) dollars. Fifteen (15) minute paid rest periods will be taken around mid-tour but will be considerate of providing proper customer service.

23.05 For each meal break in accordance with Article 23.04, the employee will receive a meal allowance of fifteen (\$15.00) dollars. This meal allowance will not apply in circumstances where a reasonable quality meal is provided and no other options are available to the employee.

23.06 If an employee is required to work through their meal period during their scheduled tour, their meal period will be considered as time worked and will be paid at an overtime rate of two (2) times the employee's Basic Wage Rate. In this case, the employee will be given a paid meal break of twenty (20) minutes. Employees

will not be entitled to an overtime meal allowance for working through their meal period.

### **Minimum Rest Period**

- 23.07 a) An employee who works Overtime for a continuous period of at least four (4) hours will, wherever possible, be allowed a nine (9) continuous hour rest period before continuing on the next Scheduled Tour of Duty. The employee will be compensated at the Basic Wage Rate for the portion of the rest period which falls within the employee's next scheduled tour.
- b) If such an employee does not receive a nine (9) continuous hour rest period, they will be compensated one (1) time extra in addition to the Basic Wage Rate for each hour or part hour of encroachment on the nine (9) hour rest period. If the employee does not receive at least a four (4) continuous hour rest period, they will be compensated at one (1) time extra in addition to the Basic Wage Rate for all hours worked during their scheduled tour. Such employees may not be required to work the full scheduled tour but will be compensated at the Basic Wage Rate for any portion of the scheduled tour they do not work.

### **Call-Out**

- 23.08 An employee who works Overtime which is unplanned and not continuous with their scheduled tour (call-out), will be paid on an overtime basis for all hours worked, including travel time directly to and from the work location where such travel is required. In no case will an employee who is called out receive less than four (4) hours pay at their Basic Wage Rate. This provision does not apply to Overtime which has been scheduled in advance.

### **Overtime Banking**

- 23.09 a) Regular Employees may request to bank Overtime in lieu of payment. Overtime can be banked on the basis of one (1) hour off for each hour of pay (e.g.,

one (1) hour paid at double time would be banked as two (2) hours).

- b) No more than eighty (80) hours may be banked in an employee's account at any one time. Hours in excess of eighty (80) hours will be paid out in the next pay period. A centralized record of banked time will be maintained in the employee database and a copy of this record will be forwarded to the appropriate Member Local each month. At least quarterly, employees will be given an update of their banked time including time added or used.
- c) The time off will be granted at the discretion of management and would normally require a minimum of fourteen (14) days written notice. Management maintains the right to defer the time off based on service requirements.
- d) The use of banked time in lieu of overtime payment will not in any way interfere with the scheduling of vacations.
- e) For each vacation scheduling group, the Company will notify employees of available banked days (if any) for July and August. Notice of July days will be given no later than May 31st, and notice of August days will be given no later than June 30th. Notice need not be given if there are no available banked days, or if there are no employees in the vacation scheduling group who are eligible to take time off under this process. Employees in the vacation scheduling group will be able to take those days as banked time off, in accordance with the following process:
  - i) to be eligible, employees must not have vacation, floating holidays, or banked time scheduled in July or August at the time notice is given, and must have enough banked Overtime for one full tour
  - ii) employees will only be able to request one (1) day off using this process

- iii) requests will be approved on the basis of seniority.

This process does not prevent banked time off from being scheduled in July or August, or at any other time, in accordance with 23.09 c).

- 23.10 Unless otherwise provided for under the terms of this Agreement, an employee will not receive the benefit of more than one (1) premium or overtime rate for the hours worked. Where more than one (1) premium or overtime rate may be interpreted as applying, the employee will be compensated at the highest single applicable rate. For the purposes of this clause, differentials will not be considered as premiums or overtime rates.

## ARTICLE 24 - DIFFERENTIALS AND PREMIUMS

- 24.01 Unless otherwise provided for under the terms of this Agreement, an employee will not receive the benefit of more than one (1) premium or overtime rate for the hours worked. Where more than one (1) premium or overtime rate may be interpreted as applying, the employee will be compensated at the highest single applicable rate. For the purposes of this clause differentials will not be considered as premiums or overtime rates.
- 24.02 NIGHT DIFFERENTIAL - An employee who works a scheduled tour, any part of which falls between midnight (24:00) and 6:00 a.m. (06:00), will be paid an additional hourly differential of ten percent (10%) of their Basic Wage Rate for each hour or part hour worked in that time period.
- 24.03 EVENING DIFFERENTIAL - An employee who works a scheduled tour, any part of which falls between 6:00 p.m. (18:00) and midnight (24:00), will be paid an additional hourly differential of ten percent (10%) of their Basic Wage Rate for each hour or part hour worked in that time period.
- 24.04 CHRISTMAS EVE AND NEW YEAR'S EVE PREMIUM - An employee who works on Christmas Eve or New Year's Eve will be paid their Basic Wage Rate, plus an amount equal to two (2) times their Basic Wage Rate, for each hour or part hour worked between 6:00 p.m. (18:00) and the end of their scheduled tour. At the employee's request they may receive only an additional one (1) times their basic hourly rate and bank the hours worked as per Article 23.09 (Overtime Banking).
- 24.05 EASTER SUNDAY PREMIUM - An employee who works a scheduled tour on Easter Sunday will be paid their Basic Wage Rate plus an amount equal to one and one-half (1.5) times their Basic Wage Rate for all time worked that day. The Sunday premium will not apply on Easter Sunday.



- 24.06 **MOTHER'S DAY PREMIUM** - An employee who works a scheduled tour on Mother's Day will be paid two (2) times their Basic Wage Rate for all time worked that day. The Sunday premium will not apply on Mother's Day.
- 24.07 **SATURDAY PREMIUM** - An employee who works a scheduled tour on a Saturday will be paid an additional ten percent (10%) of their Basic Wage Rate for each hour or part hour worked in that time period.
- 24.08 **SUNDAY PREMIUM** - An employee who works a scheduled tour, any period of which falls between midnight (24:00) Saturday and midnight (24:00) Sunday will be paid an additional one-half (1/2) times their Basic Wage Rate for all time worked in this period. At the employee's request, instead of being paid for the Sunday Premium, they may bank the additional (1/2) times their time worked on any Sunday, in their overtime bank. Normal rules will apply to this banking as per Article 23.09.
- 24.09 **HIGH TOWER PREMIUM** - An employee who is required to work on towers at heights over fifty (50) feet will be paid at two (2) times their Basic Wage Rate for all hours or part hours spent working above the fifty (50) foot level. When employees are working on their scheduled days of rest or on paid holidays, their rate of pay will be three (3) times the Basic Wage Rate for all hours or part hours spent working above the height of fifty (50) feet on the tower.
- 24.10 **STRANDING PREMIUM** - Applies to employees who work outside their Reporting Centre in coastal Labrador, on a drill ship or platform, or at a location that is normally accessible only by helicopter. The following terms and conditions apply to employees who are stranded:
- a) Employees, who are unable to return for their scheduled day(s) of rest due to weather or work requirements or some other circumstance beyond their control, will be compensated at a rate of two (2) times their Basic Wage Rate, to a maximum of the hours of a Standard Working Day.

- b) Employees who travel on their scheduled day of rest will be compensated at a rate of two (2) times their Basic Wage Rate, for the time between 8:00 a.m. (08:00) until their arrival at their Reporting Centre, to a maximum of the hours of a Standard Working Day.
  - c) Where it is feasible, employees who are unable to return to their Reporting Centre for their scheduled day(s) of rest will be assigned work and if required to work more than the hours of a Standard Working Day, the applicable overtime rate will apply.
  - d) Employees, who are unable to return to their Reporting Centre for their scheduled day(s) of rest and are scheduled to work at that location the week following their scheduled day(s) of rest, will remain at that location for the next tour of duty.
  - e) Employees scheduled to return to their Reporting Centre will do so at the earliest opportunity using the mode of transportation chosen by the Company.
  - f) Overtime banking does not apply to compensation earned under this article.
- 24.11 ENVIRONMENTAL DIFFERENTIAL - Employees required to stay overnight at a location that does not provide normal access to a community, for example: a drill ship, platform or floating production, storage and offloading vessel (FPSO), a survival facility or a remote microwave/ radio site (except where employees are permanently assigned to work at such locations) will be paid an environmental differential of seventy dollars (\$70.00) for each night at that location.
- 24.12 OFFSHORE DIFFERENTIAL - In addition to any other differentials provided in this Agreement, and in addition to any Overtime entitlements provided in this Agreement, any employee who stays overnight on a drill ship, platform, floating production vessel, or offshore supply boat is entitled to the following for each offshore trip:
- a) For each overnight stay on a drill ship, platform,

floating production vessel or offshore supply boat, an offshore differential of four (4) hours pay at straight time;

- b) For every two (2) overnight stays on a drill ship, platform, or floating production vessel or offshore supply boat, one (1) full tour off with pay. Such tours off must be taken on the next regular tour for which the employee is scheduled to work onshore immediately on return from the offshore, and cannot be banked for future use or taken as pay in lieu.

24.13 UNDERGROUND MINE PREMIUM - An employee who is required to work below ground, in an underground mine, will be paid at two (2) times their Basic Wage Rate, for all hours or part hours spent working below ground. When employees are working on their scheduled days of rest or on paid holidays, their rate of pay will be three (3) times the Basic Wage Rate, for all hours or part hours spent working below ground, in an underground mine. For clarity, this premium does not apply when an employee is working in an open pit mine, or underground in a manhole or similar setting.

## ARTICLE 25 - PAID HOLIDAYS

25.01 a) The following will be recognized as paid holidays:

New Year's Day

Good Friday

Commonwealth Day

Canada Day

July 12 (to be observed by Newfoundland and Labrador employees only, on the day established by the Provincial Government)

Civic Holiday as observed in each Province and City (i.e. Regatta Day, Natal Day, New Brunswick Day)

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

Two (2) Floating Holidays (one [1] Floating Holiday in Newfoundland and Labrador)

and such other holidays as may be proclaimed by the Federal Government.

b) Floating Holidays will be scheduled as part of the vacation scheduling process.

c) Scheduling of the Civic Holiday will be based on community customs. Employees, who work in communities where no Civic Holiday is observed, or where a Civic Holiday is observed on a Saturday or Sunday, will be given a day off with no loss of pay in lieu of such holiday. Employees are entitled to only one (1) Civic Holiday with pay in each calendar year. The day off will be scheduled in accordance with the terms of Article 25.08.

- 25.02 When a paid holiday, excluding Christmas Day, Boxing Day, New Year's Day, Remembrance Day and Canada Day, falls on a Saturday or a Sunday, the holiday will be observed on the day of observation set by the Provincial Government in the province where the employee is employed.
- 25.03 All Regular Employees with Net Credited Service of three (3) months or more will be granted the paid Floating Holiday(s), listed in Article 25.01, during the period from January 2nd to December 31st of that year.
- 25.04 Employees may, for religious reasons, designate alternate days to Good Friday and Christmas Day as paid holidays. Employees designating alternate days will not be entitled to holiday pay for Good Friday and Christmas Day and may be required to work on those days at their Basic Wage Rate, plus Overtime if applicable.
- 25.05 With the exception of Christmas Day and Boxing Day, employees will, wherever possible, not be scheduled to work two (2) consecutive paid holidays.

### **Holiday Pay**

- 25.06 a) A Full Time Employee not required to work on a paid holiday will receive holiday pay equal to the basic wages for the Standard Working Day.
- b) The following conditions will apply to employees who are scheduled to work on paid holidays:
- i) For all paid holidays except Christmas Day and New Year's Day, employees will be paid one and one-half (1.5) times their Basic Wage Rate, in addition to their holiday pay for all hours worked within their Standard Working Day, and at two and one-half (2.5) times their Basic Wage Rate for Overtime hours worked on that day.
  - ii) Employees who work on Christmas Day or New Year's Day will, in addition to their holiday pay, be paid two (2) times their Basic Wage

Rate for all time worked within their Standard Working Day, and at two and one-half (2.5) times their Basic Wage Rate for overtime hours worked on that day.

- iii) In lieu of receiving holiday pay, employees may choose to bank the hours worked in their Standard Working Day, as per Article 23.09 (Overtime Banking), or they may select an alternate day off with pay as per Article 25.08.
  - iv) If a paid holiday falls on a Sunday, the Sunday Premium will not apply.
  - v) If an employee is scheduled to work on a paid holiday and is unable to work due to illness, injury or any other reasonable cause, they will be paid for the scheduled hours at basic rates and the day will be treated as their holiday.
  - c) An employee who is not scheduled to work on a paid holiday and who is called out to work, will, in addition to the holiday pay specified in Article 25.06 a), be paid the greater of four (4) hours pay at their Basic Wage Rate or two and one-half (2.5) times their Basic Wage Rate for all time worked.
- 25.07 When a paid holiday falls on an employee's scheduled day of rest, the employee is entitled to an alternate day off with pay. If the paid holiday falls on a Saturday or Sunday, and Company administrative offices are closed on a day other than the day of observance of the paid holiday, the employee's alternate day off will normally be on the day the Company administrative offices are closed. Otherwise, an alternate day off will be scheduled in accordance with Article 25.08.
- 25.08 The work schedule for the supervisor's workgroup/queue will identify available days when employees will be permitted to schedule their alternative days off under the terms of Articles 25.01 c), 25.06 b) iii), and 25.07. The employee's selection from the available days will be granted when the request is made fourteen (14) days

prior to the requested day off. When an employee fails to provide fourteen (14) days notice, the day off will be granted at a time mutually agreeable between the employee and the manager.

## ARTICLE 26 - VACATION

**26.01** All Regular Employees will be entitled to an annual vacation with pay. The vacation year will be twelve (12) months between January 1st and December 31st of the same year.

Vacation credits are not earned during periods of LTD, Personal Leaves, Educational Leaves or for Worker's Compensation exceeding one year.

**26.02** All employees hired as regular will be granted one (1) day of vacation with pay for each full month worked between January 1st and December 31st of the same year, to a maximum of ten (10) working days.

**26.03** Effective with the 2005 vacation year, all Regular Employees will be entitled to vacation with pay on the following basis:

<b>Years of Net Credited Service</b>	<b>Working Days of Vacation</b>
Less than 1	10 (maximum per Article 26.02)
1 but less than 9	15 days plus winter bonus if applicable
9 but less than 20	20 days plus winter bonus if applicable
20 but less than 25	25 days plus winter bonus if applicable
25 and over	30 days plus winter bonus if applicable

For the purpose of vacation entitlement, an employee's Net Credited Service will be the Net Credited Service that the employee is expected to have on December 31st of the vacation year for which the vacation is being scheduled.

**26.04** a) For the 2004 vacation year, vacation entitlement (including winter bonus where applicable) for all employees will be in accordance with the Collective Agreement governing employees in each respective province as of January 1, 2004.



- b) Effective with the 2005 vacation year, winter bonus will be added to qualifying vacations as shown in Article 26.03, for all Regular Employees of record on September 20, 2004. Winter bonus is applicable when all or part of the vacation is taken during the winter bonus period, between January 5th and April 30th and between October 15th and December 20th of the same vacation year. No winter bonus will apply to employees in their first year of employment.
- c) Employees hired on or before August 3, 1999 with less than twenty-five (25) years Net Credited Service will be given an additional day of paid vacation for every two (2) days of vacation taken in the winter bonus period, to a maximum of four (4) bonus days per vacation year.
- d) Employees hired after August 3, 1999 will be given an additional day of paid vacation for every five (5) days of vacation taken in the winter bonus period, to a maximum of four (4) bonus days per vacation year.
- e) Winter bonus days will be taken during the winter bonus period and cannot be carried to the next calendar year.
- f) Employees hired after September 20, 2004 are not eligible to receive any winter bonus.
- g) Employees who have twenty-five (25) or more years of Net Credited Service will be given an additional day of paid vacation for every five (5) days of vacation taken between January 5th and April 30th, to a maximum of four (4) winter bonus days per vacation year. Bonus days earned must be taken in the same period.
- h) Employees who have twenty-five (25) or more years of Net Credited Service, who do not have access to any vacation during the period from the first full week in July to the last full week in August of the same vacation year, through the normal vacation scheduling process, will be given access to one (1) week of vacation during this period. Available

weeks will be chosen by the employer based on service requirements and will be offered in order of seniority.

26.05 All vacation will be paid at the employee's Basic Wage Rate.

### **Vacation Scheduling**

- 26.06 a) Scheduling of vacations will begin no later than October 1st of the year previous to the vacation year and will be completed and posted by November 30th of the same year.
- b) Available vacation periods will not be reserved or held by employees during the selection process. An employee who delays the selection process for an unreasonable period will be given notice and will have a maximum of twenty-four (24) hours to submit their vacation selection. If a selection is not made, the next most senior employee will have an opportunity to make their vacation selection.
- c) For the purposes of scheduling vacation, each working day scheduled as vacation is equivalent to the number of hours in the Standard Working Day for that employee.
- d) Vacation entitlements may be divided and taken in more than one (1) period during the vacation year. Except for the weeks which include Christmas Day or New Year's Day, vacations will be scheduled in one (1) week blocks. However, once vacation scheduling for the one (1) week blocks has been completed, a second round of vacation selection will provide for employees to select remaining vacation time of less than one (1) week provided this does not interfere with another employee's scheduled vacation.

During the first round of vacation scheduling, employees will be permitted to take up to three (3) weeks of their vacation entitlement during the period from the first full week in July to the last full week in August.

- e) Vacations will be scheduled on the basis of seniority within a vacation scheduling group. The supervisor will endeavor to allow as many employees as possible, in the vacation scheduling group, to take vacation at the same time, given workload and service requirements. However, at least fifteen percent (15%) of a vacation scheduling group will be allowed to schedule vacation at any given time. The vacation scheduling group will normally be all employees in the same Classification within the queue or immediate supervisor's workgroup. A supervisor's workgroup is a group of employees, reporting to the same supervisor, who work together on a regular basis and who normally backfill for each other. Extended geography covered by a workgroup may make a single vacation scheduling group impractical. Also, there may be circumstances where the group of employees who normally backfill for each other extends beyond more than one (1) supervisor's workgroup. These exceptions will be reviewed with the Council before vacation schedules are distributed.

Management reserves the right to ensure that 100% of the employees in a Reporting Centre, or in a vacation scheduling group, or in a supervisor group are not scheduled or permitted to be on vacation at the same time.

- f) For the purposes of calculating the fifteen percent (15%) threshold for groups of twenty-four (24) or fewer, normal rounding rules will apply. For the purposes of calculating the fifteen percent (15%) threshold for groups of twenty-five (25) or more, the fifteen percent (15%) minimum will always be rounded up to the next nearest whole number.
- g) Employees will have two (2) consecutive scheduled days of rest on either the weekend before or the weekend after any vacation period that is one (1) week or more in length. Wherever practicable, employees will have two (2) consecutive scheduled days of rest scheduled on both weekends.

- h) When an employee moves to another vacation scheduling group, or cancels their selected vacation prior to the start of their vacation selection, and the change results in there being a period where less than fifteen percent (15%) of the vacation scheduling group is on vacation, the vacation period(s) selected by that employee will be offered in order of seniority to the other employees in the vacation scheduling group. Selection for the newly available period will begin with the employee who is next lowest in seniority to the employee who has moved to another vacation scheduling group or who cancelled the period.
- i) Employees, who move to another vacation scheduling group, will be allowed to use their originally selected vacation period in their new vacation scheduling group. When an employee moves to another vacation scheduling group, it will not have a negative impact on the existing vacation schedule for the current vacation year in that vacation scheduling group.
- j) Employees, who are temporarily reassigned to another vacation scheduling group, will continue, for the period of the temporary reassignment to select vacation from within their normal vacation scheduling group.
- k) Employees will have access to the current vacation schedule for their vacation scheduling group. The posted vacation schedule will be updated promptly if changes occur.
- l) The employee's pay for the vacation period will be paid to the employee on the payday immediately preceding the vacation period, if requested by the employee at least ten (10) days in advance of the payday.
- m) Employees, who are granted a leave of absence, will be allowed to reschedule their affected vacation at a time mutually acceptable to the employee and the immediate supervisor. Vacation that is rescheduled by employees who are going on a Maternity Leave of

Absence will not be counted toward the allotment under Article 26.06 e).

- n) Vacations will be completed in the vacation year, except in circumstances where the employee is absent from the job and is unable to do so. In such circumstances, unused vacation and/or unused floater holidays will be rescheduled at a time mutually acceptable between the employee and the supervisor.

26.07 Subject to Article 26.06 d), when a paid holiday falls within an employee's selected vacation period, an alternate day of vacation will be granted for each such paid holiday.

26.08 Members of the Council Bargaining Committee will be allowed to reschedule their vacation periods to a time following the completion of negotiations or during a break in negotiations. If necessary, to ensure that the employee's vacation is rescheduled at a time satisfactory to the employee, the Company will exceed the allotment under Article 26.06 e) and 26.06 l) will not apply.

26.09 Employees who become sick, meet with an accident, or are confined by quarantine regulations, for a period of one (1) week or more while on vacation, may reschedule the vacation days lost in any available period in the current year vacation schedule. Employees, who are called to jury or witness duty or become bereaved, while on vacation, may reschedule the vacation days lost in any available period in the current year vacation schedule. The Company may require reasonable documentation to verify the reason for the loss of vacation.

26.10 Provided it does not interfere with the scheduled vacation of another employee, an employee will be permitted during the vacation year to reschedule their vacation to a time mutually agreeable to the employee and the Company. Employees requesting such a change must provide reasonable notice to the Company prior to

either the start of the originally scheduled vacation or the revised scheduled vacation, whichever occurs first.

- 26.11 An employee on vacation will not be recalled to duty during the vacation period except in extreme circumstances. Recall from vacation will require Director or Vice-President approval. Should an employee be recalled, they will be credited with their lost vacation plus an additional one-half (1/2) day of paid vacation for each day of lost vacation. The employee's vacation will be rescheduled later in the vacation year at a time mutually agreeable to the employee and the Company. If necessary, the Company will exceed the allotment under Article 26.06 e) in order to ensure that the employee's lost vacation is rescheduled at a time satisfactory to the employee.
- 26.12 Employees who resign, are dismissed, die, retire, or are laid off will be paid for any unused vacation entitlement on the following basis:
- a) Zero (0) to one (1) year of service: One (1) days' pay per month of service
  - b) One (1) or more years of service: Two percent (2%) of their annual salary for each week of entitlement
  - c) Except in the case of employees who retire or die, if the amount of vacation already taken in that year is greater than the employee's vacation entitlement based on time worked, the employee will be required to "pay back" excess vacation owed. This will be affected by means of a deduction from the final pay cheque.
- 26.13 Before an employee is placed on pension, the employee may receive some or all of the outstanding vacation entitlement. Such vacation taken prior to retirement is to be classed as service for all purposes including pension. Retiring employees may, as an option, take all or part of their vacation in the form of a lump sum payment. If an employee chooses the lump sum option, the equivalent vacation time does not form part of the pensionable service.

## **ARTICLE 27 - HOURS OF WORK AND SCHEDULED DAYS OFF (SDO)**

### **Standard Hours of Work and Scheduled Days Off**

- 27.01 The standard hours of work for Full Time Employees will be based on their Classification and will be either seventy-five (75) or eighty (80) hours, excluding meal periods, in a fourteen (14) day period (the scheduling period).
- 27.02 The scheduling of the standard hours of work will have the following rules:
- a) Each scheduling period will begin at 12:01 a.m. (00:01) on Monday and end at 12 midnight (24:00) on the second following Sunday.
  - b) The scheduling period will be divided into two (2) scheduling weeks of seven (7) days each beginning at 12:01 a.m. (00:01) Monday.
  - c) Employees whose standard hours of work are eighty (80) hours in a scheduling period, will normally work either ten (10) scheduled tours of eight (8) hours. Employees whose standard hours of work are seventy-five (75) hours in a scheduling period, will normally work ten (10) scheduled tours of seven and one-half (7.5) hours. Employees will not normally be scheduled to work more than five (5) consecutive tours.
  - d) Tours can be scheduled for a maximum of ten (10) hours with mutual agreement between the employee and their direct supervisor.
  - e) Longer tours, to a maximum of twelve (12) hours per tour, may be scheduled with the mutual agreement of the employee(s), their direct supervisor, Labour Relations and the Council. Such special arrangements must be committed to in writing and signed by the parties prior to implementing. These arrangements can be cancelled by any party with eight (8) weeks notice.

- f) Regular Full Time Employees will receive at least one (1) unpaid scheduled day off (SDO) in each compressed work schedule. A compressed work schedule will consist of a maximum of nine (9) scheduled tours, totaling either seventy-five (75) or eighty (80) hours. Tours in a compressed work schedule may exceed the lengths specified in 27.02 c), but will not exceed ten (10) hours in length unless mutually agreed otherwise in accordance with 27.02 e) above. The SDO(s) will be unpaid, will be scheduled as part of the employee's work schedule, and based on business requirements, may be scheduled to occur on any day of that scheduling period. During the life of this Agreement, regular Full Time Employees will be entitled to a minimum of six (6) SDOs, one (1) for every four (4) two (2) week scheduling period.
- g) An employee may elect not to participate in a compressed work schedule. Such employees must provide at least eight (8) weeks notice, in writing, to their supervisor.
- h) There will be no split shifts.
- i) The days of rest, whenever possible, will be scheduled to provide two (2) consecutive days off in each scheduling week. However, the schedule will provide the employee with at least one (1) group of two (2) consecutive days off in the scheduling period.
- j) The hours scheduled outside the period of 7:00 a.m. (07:00) to 6:00 p.m. (18:00) Monday to Friday will be scheduled by rotation and wherever practicable, on an equitable basis within the scheduling group.
- k) Employees scheduled to work outside their normal Reporting Centre for a period of two (2) weeks or greater, and where a minimum of five (5) overnight accommodations are required, may establish the basic hours of work in a Scheduling Period, on an eight (8) consecutive day basis up to a maximum of ten (10) hours per day, if it is mutually agreed by



the employee and the supervisor. All scheduled tours shall commence on the first Monday of the Scheduling Period and end on the following Monday, unless the employee agrees to begin and end on another day in the Scheduling Period. All other articles of the Collective Agreement shall apply including, but not limited to, Article 24 - Differentials and Premiums. Such requests will not be unreasonably requested or denied.

## **Work Schedules**

- 27.03 Work schedules for all employees will be posted either through electronic or manual means by 3:00 p.m. (15:00) AST Friday, to provide at least four (4) weeks notice. The employee is responsible to obtain their own schedule. The schedule will define the start and end time of each tour. When an employee is required to work three (3) or more tours that have different start times in the calendar week, the employee will be paid on an overtime basis for the third different tour and any different tour thereafter, that week. A tour may be scheduled on any day of the week.
- 27.04 The Company may change the scheduled tour(s) for an employee without penalty up to one hundred sixty-eight (168) hours prior to the beginning of the tour to be worked. If the company fails to provide the one hundred sixty-eight (168) hours notice, the employee will be paid on an overtime basis for the hours worked on the first tour following the change. If the change is made at the employee's request, no penalties or Overtime will be incurred. Overtime, continuous with either the beginning or end of the tour, does not constitute a change in the scheduled tour.

## **Meal Periods**

- 27.05 The standard unpaid meal period will be one (1) hour and will be taken at or near the midpoint of the tour. The meal period may be adjusted to thirty (30) minutes by mutual agreement between the employee(s) and the Company.

## **Rest Periods**

27.06 Employees will be entitled to two (2) fifteen (15) minute paid rest periods. One (1) rest period will be given in the first half of the tour and the second rest period will be given in the second half of the tour.

## **Minimum Rest Period**

- 27.07 a) In the work schedule, employees will have a minimum of nine (9) continuous hours rest between the end of one (1) scheduled tour and the beginning of their next scheduled tour in any twenty-four (24) hour period.
- b) Any encroachment on the minimum rest period, referred to in 23.07 a) will result in the employee being compensated with an additional one-half (1/2) hour's pay at the employee's Basic Wage Rate for each hour or part hour of encroachment.

## **ARTICLE 28 - BENEFITS, SICKNESS ABSENCE & PLACEMENT OF RESTRICTED EMPLOYEES**

- 28.01 a) The Company agrees that employee group insurance, dental and medical benefits, summarized in Appendix R, form part of this Agreement and that it will not diminish the level of benefits provided under these plans during the life of this Agreement. However, the Company participates in a managed drug formulary arrangement with the medical benefits administrator, under which the list of covered drugs and medical supplies is subject to change. Should legislation, regulation or any similar circumstances beyond the Company's control, affect any of these benefits, the Company will retain its right to modify them accordingly.
- b) The Company commits not to diminish the level of benefit provided by the Bell Aliant pension plans during the life of this Agreement.
- c) The Company agrees that all voluntary early retirement incentive programs and voluntary severance initiatives must be negotiated and agreed upon, in writing, by the Council before such programs or initiatives will be offered to employees in the bargaining unit.

### **Group Insurance, Dental and Medical Benefits**

- 28.02 a) The Company and the Council agree that, within nine (9) months from September 20, 2004, a new program of group insurance, dental and medical benefits will be provided to all bargaining unit employees through the Bell Aliant Flexconnect Benefits Program, as summarized in Appendix R of this Agreement. The Program is applicable to both Full Time and Part Time Employees. Temporary Employees are not eligible for Option 3 Medical, Options 3 and 4 Dental and Long Term Disability.

- b) Employees will continue to participate in their existing provincial plans with no change in benefit levels until the new program is implemented.
- c) The Company will contribute to the cost of these benefits programs in the form of flex credits. The Company agrees, for the life of this Agreement, to increase these flex credits as required to cover fifty percent (50%) of any cost increases associated with Option 2 Medical and Dental. Employees who choose any other option will receive the same increase in their flex credits.
- d) Employee cost for drug prescriptions, under the Bell Aliant Flexconnect Benefits Program, will be capped at forty dollars (\$40.00) for Option 2 and twenty dollars (\$20.00) for Option 3 for each prescription, and an overall yearly cap of four hundred dollars (\$400.00) per family.
- e) The Company agrees to establish a committee with Council representation to review group insurance, dental and medical benefits, experience and costs annually. The Council will have four (4) representatives, to be determined by the Council, on the committee.
- f) The Company will incorporate into the Flexconnect program, the employee paid Group Assured Access plan (GAA). All employees must participate in the Group Assured Access plan (GAA). All premium costs will be borne by the employees, however, employees can use any unused excess Flex Credits to offset or pay for the costs of the GAA premiums.

## **Reporting Absence**

- 28.03 To provide a high level of customer service, to which all employees contribute, it is important that employees observe regular attendance at work.
- 28.04 Employees who must be absent from work are required, whenever possible, to report all absences prior to the commencement of the scheduled tour of duty. The immediate supervisor will advise employees of the

reporting process to be followed when the employee is absent.

- 28.05 The Company will allow time for specialist appointments and medical procedures that cannot be scheduled outside the normal working hours. The employee is expected to give reasonable notice to their supervisor.

### **Workers' Compensation Benefit**

- 28.06 If an employee has had a workplace injury requiring absence from work, the Company and the employee are jointly responsible to apply for the Workers' Compensation Benefit.
- 28.07 Where an employee qualifies for Workers' Compensation, the Company will top up the benefit to the maximum extent allowed by law, provided that any such top up would not result in a claw back of the Workers' Compensation benefit. The total combined benefit received by the employee will not exceed one hundred percent (100%) of the net pay to which the employee would be entitled under the SDB schedule.

Where direct top up is not allowed by the applicable provincial legislation, the Company will establish and fund the necessary insurance or other programs permissible by law to provide an equivalent level of benefit as that paid under SDB. Should the legislation change in any province, in a way that alters the level of benefits to the employee, the Company and the Council agree to meet to negotiate changes to this article.

### **Sickness Absence**

- 28.08 For absences less than eight (8) calendar days due to an illness or injury, Regular Employees with more than three (3) months service will be paid at Basic Wage Rates for their scheduled tour(s) of duty during this period. In all cases, a doctor's certificate attesting that the employee was unable to work, must be produced when requested, in order to be eligible for pay. All employees who become ill on duty will be paid for time they were scheduled to work for that day.

- 28.09 Regular Employees, who are absent for eight (8) or more consecutive calendar days, must apply for Sickness Disability Benefits (SDB) by the tenth calendar day of absence. The application must include the appropriate medical documentation prepared by the employee's treating physician(s). The employee is responsible to obtain the necessary forms which are available on the corporate intranet or from the Bell Aliant Health and Wellness Group. The Bell Aliant Health and Wellness professionals will review the original and any supplementary documentation in order to determine if the employee qualifies to receive SDB. The Health and Wellness Group may consult with the employee's treating physician(s) regarding the employee's illness or injury and the potential for rehabilitation and/or modified work arrangements.
- 28.10 Employees returning to work from a period during which they received Sickness Disability Benefits, and who are subsequently ill within the first thirty (30) calendar days of their return, must resume their previous SDB claim. Once the SDB has been exhausted, the employee will be entitled to apply for SDB for a different illness after they have been back at work for thirty (30) consecutive calendar days or for the same illness after they have been back at work for ninety (90) consecutive calendar days.
- 28.11 The Company reserves the right to require certification from a medical practitioner that an employee returning from WCB, SDB or LTD is medically fit to perform the duties of the job involved.
- 28.12 It is agreed that the rehabilitation of sick and injured employees is a priority. The Company and the Council will participate in programs that will enable early and safe return to work. Such programs may be in conjunction with the applicable Workers' Compensation Program, insurance carrier or other appropriate agencies. The rehabilitation plan or modified work arrangements will be based on the employee's functional capability, input from the employee's existing health care providers, and other health care professionals as deemed necessary by the Company.

**28.13** Regular Employees who are approved for SDB will be paid as per the following table:

<b>Net Credited Service</b>	<b>Weeks at Full Pay</b>	<b>Weeks at 2/3 Pay</b>
less than 3 months	-	-
3 months (but less than 1 year)	1	16
1 year (but less than 2)	2	15
2 years (but less than 3)	4	13
3 years (but less than 4)	5	13
4 years (but less than 5)	6	17
5 years (but less than 6)	7	21
6 years (but less than 7)	8	25
7 years (but less than 8)	9	29
8 years (but less than 9)	10	33
9 years (but less than 10)	11	37
10 years (but less than 15)	13	39
15 years (but less than 20)	26	26
20 years (but less than 25)	39	13
25 years and over	52	-

**28.14** The Company may bring legal action in the name of an employee against any person or organization, not covered by this Agreement, to recover SDB payments made to the employee.

**28.15** SDB payments will be reduced by any other income the employee may receive from Canada Pension Plan, Employment Insurance or insurance carriers.

**28.16** Upon expiration of the SDB benefit and prior to the commencement of approved Long Term Disability benefits (LTD), the employee will be required to use all unused vacation entitlement and banked time.

**28.17** Employees have the option to continue their participation in group medical and dental benefits while receiving LTD, provided that they pay the employee

portion of the premium. Basic Life and Accidental Death and Dismemberment (AD&D) Insurance coverage is continued with no premiums being paid by the employee.

- 28.18 Employees with insufficient Net Credited Service to receive sickness benefits, and employees who have exhausted their SDB entitlement and have not been approved for LTD, may be granted a leave of absence without pay for a period not exceeding one (1) year. The employee will not accrue service or seniority during the period of leave beyond thirty (30) days. If the employee is able to return to work prior to the expiry of their leave, they will be entitled to apply for SDB for a different illness after they have been back at work for thirty (30) consecutive calendar days, or for the same illness after they have been back at work for ninety (90) consecutive calendar days.
- 28.19 Employees, suffering from illness or injury while at work in any location, will receive prompt and proper attention and accommodation.

### **Permanent Placement of Restricted Employees**

- 28.20 The purpose of this Article is to permanently place Regular Employees who are restricted from performing their normal role. Employees considered under this Article must be certified by the Company doctor in consultation with the employee's physician to be permanently restricted from performing the core functions of their current Classification for medical reasons.
- a) No employee will be displaced by the placement of a restricted employee and under no circumstance is the Company obligated to create a job. In addition, no employee will be placed without Council consultation and approval. The Company agrees to advise the Council should there be a requirement to subsequently move the employee to another position.



- b) Employees, who qualify, may be placed in a vacant position without a job posting, provided they have the ability to perform the functions of the job. If training is required, it will not normally exceed six (6) months unless mutually agreed to by the Company and the Council. Employees placed through this process will have up to a six (6) month trial period prior to permanent placement.
- c) Employees, who are placed in a lower paid position through this process, will maintain their current Basic Wage Rate from the date of assignment to the lower paid position until the rate for the new position exceeds their former rate. Employees, who are placed in a higher paid position through this process, will move immediately to the step on the new wage scale which has the same rate as their present Basic Wage Rate or, if there is no identical rate on the scale, to the closest higher rate to their present Basic Wage Rate. Wage progression for employees who move to a higher paid position will not be interrupted.
- d) Employees who refuse relocation within the period they are entitled to sickness or Long Term Disability benefits may do so without losing:
  - i) benefits entitlement
  - ii) future opportunities under this Article
- e) Where relocation is required, employees will be compensated in accordance with Article 34.
- f) The Company and the Council will make best efforts to place a restricted employee, but cannot guarantee placement.
- g) Placement of an employee under this Article will be detailed in writing, and signed by the Company, Council and the employee, before the employee is placed.

## **Post-Employment Benefits**

**28.21** The Company agrees that it will not diminish the current level of post-employment benefits available to employees who leave their employment before December 31, 2014.

## **ARTICLE 29 - MISCELLANEOUS WORKING CONDITIONS**

### **Picket Lines**

- 29.01 Employees are expected to cross a picket line when it is safe to do so. Employees who encounter difficulties in attempting to cross picket lines either to report to work or serve a customer should contact their supervisor immediately. The supervisor will investigate the employee's concerns and arrange for safe access to and from the work site. Where safe access to and from the site can be provided, the employees are expected to perform the required work.

### **Service Monitoring**

- 29.02 The parties agree that the Company has the right to monitor the quality of service that employees provide to customers. The objective of monitoring the quality of service is to ensure effective coaching and development of employees.

For the life of this Agreement, the Company agrees to certain restrictions on remote service monitoring as per the Letter of Agreement on Contact Centre Service Monitoring.

The Company commits to provide feedback to employees after the monitoring is completed and to provide appropriate coaching and/or training to address any skill and knowledge gaps identified. Where monitoring results impact performance review ratings, it will only be in the circumstances permitted by the Letter of Agreement, and only where there is a consistent trend over the review period.

No employee will be disciplined as a result of service monitoring except for gross customer abuse, fraud, violation of privacy or consistent failure to meet minimum performance expectations.

## **Surveillance**

- 29.03 The installation and use of surveillance cameras and related equipment to monitor employee work areas during working hours will be in strict accordance with the privacy legislation and other applicable laws.

## **Night Transportation**

- 29.04 When requested by an employee, the Company will provide a taxi voucher, for transportation purposes, to a maximum of fifteen dollars (\$15.00) when the employee finishes work between 10:00 p.m. (22:00) and 7:00 a.m. (07:00).

## **Tools**

- 29.05 The Company will supply all tools, which in its judgment are required for the job. Employees will take reasonable measures to ensure the safeguarding and proper use of tools assigned to them as well as informing the Company when tools become worn.

## **Clothing**

- 29.06 The Company will supply or make available such special clothing, which it deems necessary to be worn on the job for reasons of safety or health or as a protection for undue wear or damage.

If the Company deems it necessary for employees to wear special clothing for reasons of appearance, the Company will pay the full cost of an annual allotment of such special clothing. If replacement items are required during the year, the employee will pay fifty percent (50%) of the cost of the replacement clothing. The employee may pay their portion either in full or in installments through payroll deduction.

Company provided clothing can be damaged or torn through the normal course of doing work for the Company. Requests by employees to replace, at the Company's expense, clothing that has been damaged or torn through the normal course of performing work for the Company, will be neither unreasonably requested nor denied.

## **Working Extra Time**

**29.07** A Regular Employee may request to work extra time beyond a regular scheduled tour to make up for short periods of lost time or for time anticipated to be taken off in the near future. Working extra time requires their supervisor's approval. Such requests will not be unreasonably made by the employee or unreasonably denied by the supervisor. If approved, the extra time worked will be scheduled by the supervisor. The extra time worked will be on the basis of one (1) hour worked for each hour to be taken off.

If the employee has banked time, as per Article 23.09, consideration should first be given to using banked time for the required time off. However, the employee is not obligated to use banked time if the extra time required is not more than a full tour of duty, and they have twenty (20) or fewer hours of Overtime in their bank.

## **Classification Flexibility**

- 29.08** a) There will be times during any scheduled tour when an employee of one (1) Classification would be required to perform duties of another Classification to restore service, backfill for an employee who is away from the workplace, to prevent extensive travel by an employee who would normally do that work, or to deal with situations where the loss of a customer's business is imminent.
- b) In addition, Classification flexibility may be used where there is not enough work in the day for the employee in their Classification; but the additional work will not be assigned at the beginning of the day, only at the point in the day when it becomes clear that the employee will not have enough work in their Classification. Classification flexibility will not be used as a regular means of dealing with normal workload.
- c) In addition, where a BSR has worked full time in the CSR Classification within the previous three (3) years that BSR may be assigned to perform CSR work during a scheduled tour when necessary to meet

customer service requirements. For greater certainty, this applies only to BSRs who moved into the BSR Classification after January 1, 2010.

- d) Employees who perform duties of a higher paid Classification will receive the higher wage rate for all time worked in that Classification. Employees who perform duties of a lower paid Classification will continue to be paid at their current rate of pay. For greater certainty, this Article applies equally to Pool CSTs and CSTs on wage scale 13A.
- e) Safety requirements, as outlined in Article 10 of this Agreement, will apply to all work performed under Classification flexibility.

### **On the Job Accident Insurance**

29.09 The Company agrees to provide employees while traveling on Company instruction by helicopter, small fixed wing aircraft or boat or while working offshore, with additional accidental death and dismemberment insurance of seven hundred thousand dollars (\$700,000) at the Company's expense.

### **Employee Discounts**

29.10 The Company agrees that, effective on the signing date of this Agreement, all Regular Employees will be eligible to participate in the Bell Aliant Employee Discount Program. This will provide a discount on eligible products and services available under the program as may be amended by the Company from time to time. The Company agrees that products or services will be removed from the list of discounted services only if they are discontinued from Bell Aliant's product and service offerings to external customers. The Company further agrees that the level of discount will not be reduced unless CCRA legislation changes regarding taxable benefits for such discounts.

### **Employee Stock Plan**

29.11 The Company and Council agree that effective on the ratification of this agreement or the completion of

the privatization of Bell Aliant, whichever is later, the employees will cease to participate in the Bell Aliant Employee Stock Savings Plan and Regular Employees, with at least six (6) months of Net Credited Service, may participate in the Bell Canada Employee Stock Plan (BCE ESP) as defined in the BCE ESP plan text, provided that they are eligible under the terms of the BCE ESP plan text. The Company agrees that, during the life of this Agreement, it will not diminish the level of benefits provided to employees under the BCE ESP plan text in effect on the date of signing of this Agreement. Should legislation, regulation or circumstances beyond the Company's control affect this Plan, the Company will retain the right to modify it accordingly.

#### **Unifor Social Justice Fund (formerly Unifor Humanity Fund)**

- 29.12 Upon the request of the employee, the Company will deduct from the pay of that employee a voluntary employee contribution to the Unifor Social Justice Fund, which will be forwarded to Unifor on a bi-weekly basis. The Company and Council will discuss and agree on implementation of employee contributions to the Unifor Social Justice Fund.

#### **Unifor Paid Education Leave**

- 29.13 The Company agrees to pay into a special fund an amount of twenty-five thousand dollars (\$25,000) per year to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a quarterly basis into a trust fund established by the Unifor National Union effective on January 1, 2015. Candidates for PEL shall be selected by the Council. Attendance at PEL will be union paid time and expenses, and is subject to approval of the Company, which will not be unreasonably withheld.

#### **Unifor Women's Advocate Program**

- 29.14 The Company and the Council agree to work together in implementing the Unifor Women's Advocate Program. The Company and Council agree that there will be one (1) women's advocate for each local during the term

of this agreement. The Company also agrees to pay for the one (1) week training session provided by Unifor for the Women's Advocate Program to the four (4) women's advocates designated by the Council, to a maximum of ten thousand dollars (\$10,000) in total.



## ARTICLE 30 - PART TIME EMPLOYEES

### Definition

- 30.01 Part Time Employee is defined in Article 21.
- 30.02 The Probationary Period for a regular Part Time Employee will be the hours worked equivalent to six (6) months service of a Full Time Employee.

### Limitations

- 30.03 a) The Company agrees that the total number of Part Time Employees in the bargaining unit will not exceed twenty percent (20%) of the total number of employees in the bargaining unit.
- b) The Company cannot change the employment status of a Full Time Employee to Part Time without the agreement of the employee and the Council.

### Hours of Work

- 30.04 a) Part Time Employees will be scheduled to work a minimum of twenty-two and one-half (22.5) hours per scheduling week. Additional hours will be scheduled, where practicable, equitably among the employees in a Classification within a Supervisor Group/Queue with consideration for employee preferences. If additional hours become available in a scheduling week, such hours will be offered to available employees on the basis of seniority.
- b) When a part time position is scheduled for full time hours for a period of more than fifteen hundred (1500) hours in any consecutive fifty-two (52) week period, a full time position will be created. The position will be awarded to the senior Part Time Employee in the Classification in the Work Group/Queue who accepts the position.
- c) Part Time Employees will not be scheduled to work less than four (4) hours per tour or less than six (6) tours per scheduling period.

- d) Part Time Employees will not be required to work more than ten (10) tours in any scheduling period. Effective January 1, 2006, during at least one (1) scheduling period in each sixteen (16) week period, a Part Time Employee will be scheduled to work nine (9) or fewer tours. Effective January 1, 2007, during at least one (1) scheduling period in each eight (8) week period, a Part Time Employee will be scheduled to work nine (9) or fewer tours.
- e) Part Time Employees may be requested to work additional hours beyond their scheduled hours. If the change is made less than seven (7) days prior to the day the hours are to be worked, this will be deemed a change of scheduled tour and the employee will be compensated as per Article 27.04.
- f) An employee may elect not to participate in a compressed work schedule. Such employees must provide at least eight (8) weeks notice, in writing, to their supervisor.

### **Paid Rest Periods**

30.05 A Part Time Employee who works a full basic tour on any day is entitled to the same paid rest periods as provided to Full Time Employees in accordance with Article 27. A Part Time Employee, whose complete tour is four (4) hours without a meal break, will receive a fifteen (15) minute paid rest period scheduled as close to the midpoint of the tour as possible. A Part Time Employee, whose complete tour is more than five (5) hours, will be entitled to the same rest periods and meal breaks as an employee who works a full tour.

### **Paid Holidays**

30.06 A Part Time Employee who is not required to work on a paid holiday will receive the greater of one-tenth (1/10th) of their regular earnings for the pay period immediately preceding the holiday or one-twentieth (1/20th) of their regular earnings for the two (2) pay periods immediately preceding the holiday.

## **Vacation Pay**

30.07 Regular Part Time Employees are entitled to paid vacations in the same manner as Full Time Employees in accordance with Article 26. The weekly rate will be prorated based on the weekly average of the regular earnings during the twenty-six (26) preceding pay periods. If an employee has been employed by the Company for less than one (1) year, the weekly compensation rate will be prorated based on an average of the weekly regular earnings during the period of employment.

## **Sickness Disability Benefit**

30.08 The weekly compensation rate for a regular Part Time Employee will be prorated based on the weekly average of the regular earnings during the twenty-six (26) preceding pay periods. If an employee has been employed by the Company for less than one (1) year, the weekly compensation rate will be prorated based on an average of the weekly regular earnings during the period of employment.

## **Child Care**

30.09 Part Time Employees are entitled to Child Care Leave in accordance with Article 18 of this Agreement. Employment Insurance Supplementary Benefits, under clause 18.02, for regular Part Time Employees will be prorated based on the weekly average of the regular earnings during the twenty-six (26) preceding pay periods. If an employee has been employed by the Company for less than one (1) year, the weekly compensation rate will be prorated based on an average of the weekly regular earnings during the period of employment.

## **Seniority**

30.10 Seniority for all regular Part Time Employees will accrue on the basis of actual time worked in the bargaining unit as per Article 11.

## **Overtime**

- 30.11 Part Time Employees will be entitled to receive Overtime after they have worked more than the Standard Working Day for their Classification. When a Part Time Employee has worked or been scheduled to work ten (10) days in a scheduling period or nine (9) days in a compressed scheduling period, and is required to work on additional days, they will be paid overtime rates for the additional days.

## **General**

- 30.12 All other provisions of the Collective Agreement apply to Part Time Employees except where they conflict with the provisions of this Article or where it is specifically stated that the provision applies to Full Time Employees.

## **ARTICLE 30A - CST RESOURCE POOL (“POOL”)**

### **Intention**

30A.01 The parties agree that there will be a CST Resource Pool (“Pool”) with working conditions which differ from those of Regular and Part Time Employees, as set out in this Article.

### **Composition of the CST Resource Pool**

30A.02 The size of the Pool may fluctuate, but at no time will the Pool have fewer than twenty (20) CSTs who are scheduled for the minimum hours set out in 30A.16, unless there are no contractors doing the work of CSTs anywhere in the Ten Cities.

30A.03 The maximum size of the Pool will be fifty percent (50%) of the combined number of CSTs with Reporting Centres in the Ten Cities.

30A.04 The Pool may consist of both new hires (Pool CST I), and existing employees (Pool CST II).

30A.05 “Pool CST I”: New hires (meaning employees hired into the Pool after October 1, 2010) will have rights under this Article, and only under this Article. The parties recognize that Pool CST Is will not have rights under the Collective Agreement other than what is specifically provided in this Article. A Pool CST I is not a “Regular Employee” within the meaning of the Collective Agreement.

30A.06 “Pool CST II”: Existing employees (meaning employees as of October 1, 2010) who enter the Pool will become Regular Part Time Employees for all purposes under the Collective Agreement, unless specifically provided otherwise in this Article.

30A.07 Pool CSTs are part of the bargaining unit. Article 6 (Union Dues), Article 7 (Council Representation & Time Allowance), and Article 8 (Bargaining Procedures) apply with respect to Pool CSTs.

## **Employees Entering the CST Resource Pool**

- 30A.08 Pool CST II(s) may enter the Pool in accordance with the job posting process. However, if a relocation is required in order to accept the position, the Pool CST II will not be entitled to relocation costs.
- 30A.09 Pool CST I(s) hired into the Pool must have met the SELQs for a CST.
- 30A.10 Any employee who has retired from the Company during the previous five (5) years will not be eligible to be hired into the Pool.
- 30A.11 When there is a need for an employee in the Pool, the position will be filled on a rotational basis as follows:
- a) The first position will be filled by an existing employee as a Pool CST II. New hires will only be considered if there is no existing employee who can fill the position.
  - b) The second position will be filled by a new hire as a Pool CST I. Existing employees will only be considered if the Company is unable to find a new hire.
  - c) This rotation (existing employee, new hire) will be maintained even if in any given case the position ends up being otherwise filled. That is, if the first position is filled by a new hire because there is no existing employee who can fill the position, the second position will still be filled by a new hire, and the next position by an existing employee, and so on.

## **Wages for the CST Resource Pool**

- 30A.12 Pool CST II(s) will have the following wage treatment:
- a) They will be grandfathered onto the Wage Scale 13.
  - b) They will receive progressional increases in accordance with the Collective Agreement.
  - c) If Wage Scale 13 is higher or lower than their existing wage when they enter the Pool, their wages will be

adjusted in accordance with Articles 13.06 and 13.07 of the Collective Agreement.

30A.13 Pool CST I(s) will have the following wage treatment:

- a) They will be placed on Wage Scale 13a.
- b) They will progress through the steps of the wage scale every six (6) months.

### **Work of the CST Resource Pool**

30A.14 Pool employees may be assigned by the Company to perform CST work in any Reporting Centre, and will not be temporarily reassigned to other Classifications or to management without the consent of the Council.

30A.15 Pool employees will have a Reporting Centre within the meaning of the Collective Agreement. Article 19 applies with respect to any travel and expenses.

### **Hours & Other Working Conditions for the CST Resource Pool**

30A.16 Pool CST II(s) will be scheduled for a minimum of twenty-two and one-half (22.5) hours per week. Pool CST I(s), when scheduled, will be scheduled for a minimum of twenty-two and one-half (22.5) hours per scheduling period. However, no Pool CST I will have a guarantee that they will be scheduled for those minimum hours for any given scheduling period. For greater certainty, Article 30.04 b) does not apply to Pool CSTs.

30A.17 Scheduling of Pool employees will be done separately for each of the Ten Cities. Scheduling will be according to a two (2) week scheduling period. Articles 27.02 a), b), d), and h) will apply with respect to the scheduling of Pool employees. Hours will be scheduled fairly and equitably among the members of the Pool, with every effort made to respect the following principles:

- a) All Pool CST II(s) must be scheduled to their minimum guaranteed twenty-two and one-half (22.5) hours per week.

- b) Where possible, Pool CST I(s) who are scheduled will be scheduled for more than the minimum hours in Article 30A.16.
- c) Seniority and length of service will be taken into account in the assignment of hours.
- d) Pool employees will be scheduled a maximum of eighty (80) hours in a scheduling period.

30A.18 Pool employees will be entitled to receive Overtime after they have worked more than the Standard Working Day for the CST Classification, or more than their actual scheduled hours, whichever is greater. When a Pool employee has worked or been scheduled to work ten (10) days in a scheduling period, and is required to work on additional days, they will be paid overtime rates for the additional days. However, if overtime hours are available and all CSTs in the relevant city have worked at least full time hours, Regular CSTs will have preference over Pool CSTs for access to Overtime.

30A.19 Pool CSTs are entitled to the differentials and premiums in Article 24 and to the call-out provisions in Article 23.08.

30A.20 The schedule for Pool employees will be posted at least seven (7) days in advance. Pool employees may be required to work additional hours beyond their scheduled hours. If the change is made less than seven (7) days prior to the day the hours are to be worked, this will be deemed a change of scheduled tour and the employee will be compensated as per Article 27.04.

30A.21 A Pool employee who works a full basic tour on any day is entitled to the same paid rest periods as provided to Full Time Employees in accordance with Article 27. A Pool employee, whose complete tour is four (4) hours without a meal break, will receive a fifteen (15) minute paid rest period scheduled as close to the midpoint of the tour as possible. A Pool employee, whose complete tour is more than five (5) hours, will be entitled to the same rest periods and meal breaks as an employee who works a full tour.



**30A.22** For Pool employees, holiday pay for a statutory holiday provided by the Canada Labour Code means the greater of one-tenth (1/10th) of their regular earnings for the pay period immediately preceding the holiday or one-twentieth (1/20th) of their regular earnings for the two (2) pay periods immediately preceding the holiday. A Pool employee who is required to work on a statutory holiday provided by the Canada Labour Code will be paid holiday pay as provided above, and will be paid on a time-and-a-half basis for hours actually worked.

**30A.23** Pool CST II(s) will accrue seniority on the basis set out for Part Time Employees. Pool CST I(s) will not acquire seniority while in the Pool, but on posting into a non-Pool position, the employee's time in the Pool will be bridged for the purposes of seniority, in accordance with the bridging rules in Article 11.10 a). For greater certainty, the employee's time in the Pool refers to actual hours worked as a Pool CST I.

## **Vacation**

**30A.24 a)** Subject to 30A.24 b), all Pool CSTs will be entitled to vacation as per Article 26. However, for a period beginning June 1st and ending September 30, the requirement to allow fifteen percent (15%) to take vacation is waived with respect to Pool CSTs.

**b)** During the first twelve (12) months of their employment, Pool CST I(s) will be paid in lieu of vacation on a bi-weekly basis at four percent (4%) of their earnings or at the rate specified in the Canada Labour Code, whichever is greater.

## **Sickness Disability Benefit**

**30A.25** Pool employees will be entitled to SDB. The weekly compensation rate for a Pool employee will be prorated based on the weekly average of the regular earnings during the twenty-six (26) preceding pay periods. If an employee has been employed by the Company for less than one (1) year, the weekly compensation rate will be prorated based on an average of the weekly regular earnings during the period of employment.

30A.26 Pool CST I(s) are entitled to any leaves provided under the Canada Labour Code or otherwise by law. Any other leaves must be agreed to by the supervisor in their sole discretion.

30A.27 Once an employee has worked two thousand (2,000) hours as a Pool CST I, they will qualify for the following benefits and Collective Agreement provisions on the same basis as Regular Employees:

- Health, medical and dental benefits (with Annual Base Benefit Rate based on 40 hours per week)
- Defined contribution pension plan
- Group RRSP (based on the plan text)
- Bereavement leave as per Article 18.08
- Incidental absence as per Article 28.08
- Employee discount program as per Article 29.10
- Employee savings plan as per Article 29.11
- Home dispatch as per Article 35

30A.28 The Company has the discretion to terminate a Pool CST I on the basis that they are not suitable for work. The Pool CST I may grieve that the decision is arbitrary, discriminatory, or in bad faith.

30A.29 Where a Pool CST is subject to discipline, Articles 14.02-14.04 apply.

30A.30 Where a Pool CST grieves any issue that arises from this Article, they will have access to the grievance and arbitration procedure under Articles 15 & 16.

30A.31 Article 9 (Discrimination), Article 10 (Health & Safety), Article 29 (Miscellaneous Working Conditions), and Article 32 (Training) apply to Pool CSTs.

### **Employees Posting Out of the CST Resource Pool**

30A.32 Once a Pool employee has worked two thousand (2,000) hours in the Pool, they will be eligible to apply to other regular posted positions (including regular CST positions).

30A.33 Regular CST positions will be posted according to the job posting process, with the following modification:

- a) Once there are Pool employees with two thousand (2,000) hours worked, CST postings will be done on a rotational basis.
- b) Every third regular CST posting will be guaranteed to a Pool employee (provided that there is a Pool employee who has met the two thousand (2,000) hour threshold). Such postings will clearly identify that preference will be given to Pool employees.
- c) This rotation (regular posting, regular posting, guaranteed position for Pool employee) will be maintained even if in any given case the position ends up being otherwise filled. That is, if the third position is filled by a regular posting because there is no Pool employee who can fill the position, the next posting will still be a regular posting, and so on.
- d) For greater certainty, a Pool employee may still apply on a posting which is not guaranteed for a Pool employee, and may be awarded the posting if they are otherwise entitled to it under the regular job posting process. Pool CSTs will have the same consideration as Temporary Employees for the purposes of Article 13.03.

30A.34 Where a Pool employee on Wage Scale 13a posts into a CST position, other than as a Community or Combination Technician, they will continue on Wage Scale 13a, with progressional increases every six (6) months if they have not reached the top of the wage scale.

30A.35 Where a Pool employee on Wage Scale 13a posts into a role other than a CST role, or posts to a Community or Combination Technician role, they will be placed on the appropriate wage scale in accordance with the Collective Agreement.

30A.36 Where a Pool employee posts into a role which requires a relocation, that location will be considered their first Reporting Centre, and they will only be entitled to relocation costs up to the maximum stated in Article 34.02 of the Collective Agreement.

30A.37 Where a Pool CST I with more than one thousand and forty (1,040) hours in the Pool posts into a regular position, they will be deemed to have passed the Probationary Period in the new position. If the Pool employee has not reached one thousand and forty (1,040) hours, the Probationary Period in the new position will be pro-rated to account for the hours the employee has worked in the Pool.

30A.38 For greater certainty, Pool CSTs are entitled to all rights under the Canada Labour Code.

30A.39 Where the Company has, in any consecutive fifty-two (52) week period, assigned to a Pool CST or Pool CSTs cumulatively over fifteen hundred (1,500) hours of work in a given Reporting Centre outside the Ten Cities, the Company will post a regular full time CST position in that Reporting Centre within two (2) months of the fifteen hundred (1,500) cumulative hours having been reached. The calculation of fifteen hundred (1,500) hours will exclude exceptional circumstances, such as fibre builds, special projects, emergencies, storms, etc.

For greater certainty, hours that are counted toward the fifteen hundred (1,500) threshold for a posting have no application for the fifteen hundred (1,500) threshold for a subsequent posting.

Where the successful applicant for such a posting is a Regular CST, the decision to backfill for that successful applicant will be based on business needs and in the event that the position is backfilled, it will be posted as a Regular CST position.

30A.40 The Company and the Union will meet to discuss any adjustments to Article 30A that may be necessary in the event that the Article does not result in the desired outcome to create regular employment opportunities for Pool CSTs.

## **ARTICLE 31 - TEMPORARY EMPLOYEES & STUDENT TEMPORARY EMPLOYEES**

- 31.01 The period of employment for a Temporary Employee will not exceed six (6) months in any consecutive fifty-two (52) week period, except in cases of backfill for Child Care Leave or Sickness Absence, or where otherwise mutually agreed by the Council and the Company. The period of employment for a Student Temporary Employee will not exceed nine hundred and seventy-five (975) hours in a calendar year and will not extend beyond the duration of their education program.

The Company agrees that the total number of Student Temporary Employees in the bargaining unit will not exceed four percent (4%) of the total number of employees in the bargaining unit, during the period between September 7th and April 30th.

For greater certainty, students do not have to be scheduled to work any hours during a scheduling week. However, for any week they are scheduled to work, they must be scheduled a minimum of twenty-two and one-half (22.5) hours.

- 31.02 The Company will notify the Council and appropriate Member Local, in writing, of the name, hiring date, expected termination date, location and the Classification for which each Temporary Employee has been hired.
- 31.03 Temporary Employees will be assigned a Reporting Centre when hired. A Temporary Employee who is temporarily assigned to another Reporting Centre is eligible for the living and transportation allowance as described in Article 19 of this Agreement.
- 31.04 Temporary Employees will be entitled to all differentials and premiums as provided under Article 24 of this Agreement.
- 31.05 Temporary Employees will be entitled to paid holidays and holiday pay as per Article 25 of this Agreement, with the exception that entitlement to Floating Holiday will be as follows:

- a) Temporary Employees who work at least three (3) continuous months will be entitled to receive holiday pay equal to the basic wages for one (1) Standard Working Day in lieu of the Floating Holiday(s). The employee is entitled to compensation in lieu of only one (1) Floating Holiday in each calendar year. Temporary Employees, who are Part Time Employees, will receive a prorated amount in accordance with Article 30.06.
  - b) Temporary Employees, working in Newfoundland and Labrador who are granted July 12th as a paid holiday, will not be entitled to the compensation in 31.05 a).
- 31.06 Temporary Employees will be paid in lieu of vacation on a bi-weekly basis at four percent (4%) of their earnings or at the rate specified in the Canada Labour Code, whichever is greater.
- 31.07 All provisions of the Collective Agreement apply to Temporary Employees, except where they conflict with the provisions of this Article or where it is specifically stated that the provision applies only to Regular Employees.
- 31.08 The provisions of Article 12 do not apply to Temporary Employees. However, notice of termination will be given to Temporary Employees at least two (2) weeks prior to termination. Temporary Employees, who are terminated, will be entitled to severance pay in accordance with the Canada Labour Code.

## **ARTICLE 32 - TRAINING**

- 32.01 The Company agrees that it will provide training as required and in a timely manner, during the employee's scheduled tour of duty, to enable employees to be proficient in performing their job duties. Employees will be paid at their Basic Wage Rate for time spent in a Company required training program.
- 32.02 The Company encourages employees to continue their learning and development beyond the training that is provided for them to perform their current job. Regular Employees with at least six (6) months service are eligible to receive financial assistance for approved out-of-hours courses through the Bell Aliant Sponsored Learning Policy. Information about the Policy will be made available to employees. The Policy is subject to change at the Company's discretion. However, changes to the Policy will be discussed with the Council prior to implementation.

## ARTICLE 33 - TRANSFER & REASSIGNMENT

### Permanent Reassignment

- 33.01 a) The Company has the right to permanently reassign an employee within their Classification, anywhere within their Reporting Centre or to another Reporting Centre, within fifteen (15) kilometres of their existing Reporting Centre, without posting a vacancy.
- b) A minimum of fourteen (14) days written notice of the reassignment will be given to the employee and the Council.
- c) Employees who may be required to move to a different Reporting Centre under this clause, will not be required to subsequently move beyond fifteen (15) kilometres from their original Reporting Centre, except by seniority as outlined in 33.02 b).

### Permanent Transfer

- 33.02 a) The Company has the right to permanently transfer an employee within their Classification to another Reporting Centre, that is greater than fifteen (15) kilometres but within sixty (60) kilometres of their existing Reporting Centre, without posting a vacancy.
- b) In the selection of an employee for transfer, the Company will offer transfer in descending order of seniority to employees in the affected Classification within the Reporting Centre, or another Reporting Centre within fifteen (15) kilometres, who have the necessary ability and Standard Entry Level Qualifications and who will transfer voluntarily.
- c) In the event that no employee volunteers to transfer, the junior employee in the Classification within the Reporting Centre, or another Reporting Centre within fifteen (15) kilometres, who has the necessary ability and Standard Entry Level Qualifications will be transferred.
- d) A minimum of fourteen (14) days written notice of the transfer will be given to the employee and the Council.



- e) Relocation expense reimbursement does not apply. However, the determination of eligibility for relocation expense reimbursement on any future transfer will be based on the distance from the employee's original Reporting Centre.

33.03 The Company has the right to permanently transfer an employee within their Classification to another Reporting Centre greater than sixty (60) kilometres from their existing Reporting Centre without posting a vacancy, subject to the following conditions:

- a) If the proposed transfer is within the province, sixty (60) days written notice will be given to the employee and the Council in advance of the transfer.
- b) If the proposed transfer is to a Reporting Centre outside the province, one hundred and twenty (120) days written notice will be given to the employee and the Council in advance of the transfer.
- c) An employee who is transferred and is changing residence will be eligible for relocation expenses as per Article 34.
- d) In the selection of an employee for transfer, the Company will offer transfer in descending order of seniority to employees in the affected Classification within the Reporting Centre, or another Reporting Centre within fifteen (15) kilometres, who have the necessary ability and Standard Entry Level Qualifications and who will transfer voluntarily.
- e) In the event that no employee volunteers to transfer, the junior employee in the Classification within the Reporting Centre, or another Reporting Centre within fifteen (15) kilometres, who has the necessary ability and Standard Entry Level Qualifications will be transferred.

33.04 Permanent transfers will be implemented only when considered necessary by the Company for valid business reasons.

## Temporary Reassignment

33.05 The Company has the right to temporarily reassign an employee to any Reporting Centre and/or Classification without posting a vacancy, subject to the following conditions:

- a) Temporary reassignment of an employee will not exceed thirty-nine (39) weeks in a consecutive fifty-two (52) week period, except in cases of backfill for Child Care Leave or sickness absence, or for business reasons where agreed to by the Council and the Company. No request will be unreasonably made by the Company or denied by the Council.
- b) Temporary reassignments will be for a minimum of one (1) tour.
- c) Where the temporary reassignment is expected to exceed thirty (30) days, employees will be selected on the basis of seniority within the Classification and workgroup. Unless more senior employees accept the temporary reassignment, the most junior employee who has the necessary ability and Standard Entry Level Qualifications will be selected.
- d) All provisions of Article 19 of this Agreement will apply to employees who are temporarily reassigned outside their normal Reporting Centre.
- e) No employee will be temporarily reassigned to a Classification if there is an employee in the Reporting Area with recall rights to that Classification, who can perform the work.
- f) The provisions of this Article do not apply to situations where employees travel to other Reporting Centres as part of the normal requirements of their job. However, the provisions of Article 19 apply to these employees.
- g) The Company will notify the Local Member union of every temporary reassignment, including the anticipated duration of the assignment, and if the assignment ends before the anticipated date.

## ARTICLE 34 - RELOCATION EXPENSES

34.01 Employees, who are eligible to receive relocation expenses under the terms of this Agreement, will be reimbursed in accordance with the Bell Aliant Relocation Policy. Information on the Bell Aliant Relocation Policy will be made available to employees. The Company agrees not to diminish the level of the benefit provided by this policy during the life of this agreement.

34.02 Employees, who are entitled to receive relocation expenses under the terms of Articles 12.12 a), 13, 28.20, or 33 are eligible for all applicable components of the Bell Aliant Relocation Policy.

Employees, who are entitled to receive relocation expenses under the terms of Article 12.12 b) or 12.15 c), are eligible only for Part 1 of the Bell Aliant Relocation Policy (Reimbursement of Expenses Associated with an Employee Relocation) to a maximum of five thousand dollars (\$5,000.00).

34.03 Administrative fees associated with the relocation administrator are covered by Bell Aliant and are not included in the five thousand dollar (\$5,000.00) maximum referred to in Article 34.02.

34.04 In order to qualify for relocation expenses, the following conditions must be met:

- a) The employee must physically relocate.
- b) The employee's new Reporting Centre must be greater than sixty (60) kilometres from their current Reporting Centre and the change will result in an increase in the travel distance between the employee's new Reporting Centre and their current place of residence.

## ARTICLE 35 - USE OF COMPANY VEHICLES

35.01 Employees may be authorized, by agreement, to regularly take a Company vehicle home at the end of a tour, subject to the following conditions:

- a) Neither the Company nor an employee will be required to enter into an agreement that authorizes an employee to take a Company vehicle home on a regular basis.
- b) Authorization, for an employee to take a Company vehicle home on a regular basis, must be in the form of a standard written agreement between the employee and their manager. This standard agreement will be available on Connexion. A copy of the signed agreement will be forwarded to the appropriate Member Local.
- c) The vehicle will be used for Company purposes only. The Company accepts full responsibility for damages to the vehicle and equipment provided normal safeguards have been taken and the vehicle and equipment is used for Company purposes only.
- d) Either the employee or the manager may terminate the agreement on thirty (30) days written notice. The written notice will include the reason(s) for termination of the agreement. No agreement will be terminated by the Company except for legitimate business reasons.
- e) Employees who are authorized to take a Company vehicle home will be expected to pick up their daily work load in order that they may depart for their first assignment of the day no later than the scheduled beginning of their tour. Employees will not finish work to return home and arrive there any sooner than they would if they were departing from their Reporting Centre.
- f) Employees are expected to leave their vehicles at their assigned Reporting Centre as required by their manager for days on which the employee is not

scheduled to work, such as days of rest, vacations and holidays. The travel arrangements to meet this requirement will be the responsibility of the employee.

- g) The Company will ensure that employees are informed of any tax implications which may result before employees sign the standard agreement referred to under this Article. These tax implications will be summarized in the standard written agreement.



## APPENDIX A

### Classification Definitions

The summary of responsibilities associated with each of the following job Classifications is not intended to be all inclusive, nor is it a list of job qualifications. Rather it is intended to provide general guidance to the parties regarding the typical roles and responsibilities of each Classification.

Classification	Classification Definition
<i>Administrative Representative I</i>	Employees who provide mail service and other basic clerical office duties, complete administrative activities supporting a group through analysis and production of reports, completion of forms, time reporting, conference and travel arrangements, update of databases and interface with internal and external parties to complete assignments.
<i>Administrative Representative II</i>	Employees who complete administrative activities supporting a group through analysis and production of reports and information, completion of forms, time reporting, conference and travel arrangements, update databases and interface with internal and external parties to complete assignments. May regularly interface with external customers to satisfy routine customer requests or transactions. May regularly distribute work within a group to ensure priorities are set and schedules met.

<b>Classification</b>	<b>Classification Definition</b>
<i>Apparatus Technician I</i>	Employees engaged in the basic repair and/or refurbishment of communications equipment.
<i>Apparatus Technician II</i>	Employees engaged in the testing, conversion and major repair of communications equipment.
<i>Building Equipment Technician</i>	Employees engaged in the maintenance and repair of building equipment, including electrical and mechanical systems such as refrigeration, ventilation, heating, generators and similar equipment.
<i>Building Maintenance Technician</i>	Employees engaged in the cleaning and general maintenance of Company premises, furniture, and fixtures including minor repairs and adjustments.
<i>Business Service Representative</i>	Employees who respond (inbound and outbound) to business customer requests for company products, services, equipment and billing. Responsible to promote and sell company products and services for the business market. Collects accounts, maintains and updates all customer account information and service request information. May perform specialized functions to support unique aspects of a customer's service. E.g. data services and implementation of new customer systems.



Classification	Classification Definition
<i>Business Service Technician</i>	Employees whose primary responsibilities are the installation, maintenance and repair of services provided to business customers, including key and PBX equipment. Includes employees designated as SMC.
<i>Cable Technician</i>	Employees engaged in the construction, termination, repair, splicing and maintenance of aerial, underground, and submarine cable and related equipment.
<i>Client Site Service Representative I</i>	Employees engaged in the on-site support and deployment of IT hardware and software for internal and external customers.
<i>Client Site Service Representative II</i>	Employees engaged in providing complex IT support and deployment for Bell Aliant and Bell Aliant customers (Enterprise & SMB). May distribute work within a group or act as a point of escalation to ensure priorities are set and schedules met. May be required to contact external customers and complete special projects.

<b>Classification</b>	<b>Classification Definition</b>
<i>Consumer Service Representative</i>	Employees who respond (inbound and outbound) to consumer customer requests for company products, services, equipment and billing. Responsible to promote and sell company products and services for consumer markets. Collects accounts, maintains and updates all customer account information and service request information. May also perform these functions for wireless business customers. May perform specialized functions to support unique aspects of a customer's service.
<i>Consumer Service Technician</i>	Employees whose primary responsibilities are the installation, maintenance and repair of services provided to residential and small business customers. May perform installation, maintenance, repair and coin collection of payphone services.
<i>Data Operator</i>	Employees who support and monitor systems and equipment located in the various Bell Aliant Data Centres. Duties includes but not restricted to: Tape management, server installation/removal, and responding to customer troubles. May distribute work within the group and ensure priorities are set and schedules met. May be required to contact external customers and complete special projects.

<b>Classification</b>	<b>Classification Definition</b>
<i>Facilities Representative</i>	Employees who draw design specifications of outside plant facilities into cable cad system. Prepares project estimates and orders equipment from various suppliers to complete the job. Produces supporting routine orders, cable cutover and associated records.
<i>Financial Representative I</i>	Employees engaged in data analysis and decision making based on established guidelines for financial transactions associated with billing, payroll, contract administration and others.
<i>Financial Representative II</i>	Employees engaged in data analysis, identification of alternatives and decision making for financial transactions associated with billing, payroll, contract administration, budgets and results. May distribute work within a group to ensure priorities are set and schedules met. May be required to contact external customers and complete special projects.
<i>Garage Mechanic</i>	Employees who are licensed mechanics and are engaged in the maintenance of company vehicles and portable generators.

<b>Classification</b>	<b>Classification Definition</b>
<i>General Technician</i>	Employees engaged in the support of field and customer service operations through activities such as coin collection, fishing of conduits and installation of interior wiring including bix and jacks. May also assist with work on the loop plow.
<i>Help Desk Representative</i>	Employees who are responsible for responding to contacts from consumer and business customers for repair and troubleshooting assistance. Responsible to assist the customer in resolving issues. Ensures associated customer records and systems are updated. May refer issues to technical support where appropriate.
<i>Implementation Coordinator</i>	Employees engaged in taking field details on outside plant for the purposes of determining plant requirements for service provisioning and associated work. May produce supporting routine orders, cable cutover and associated records.
<i>IP Services Technician</i>	Employees engaged in the provisioning, testing, trouble shooting and support of internal and external customer IP based network applications. Responsible for the administration of customers' broadband network applications which may include web design and new product development. Interface directly with business customers on a regular basis to provide these services.

<b>Classification</b>	<b>Classification Definition</b>
<i>Line Technician</i>	Employees engaged in construction and maintenance of items of outside plant. This Classification also includes employees engaged in the installation and maintenance of equipment on towers.
<i>Logistics Technician I</i>	Employees engaged in selecting, packing and shipping of material from Company storerooms.
<i>Logistics Technician II</i>	Employees engaged in inventory control, vendor contact, ordering of supplies and maintaining related records.
<i>Network Equipment Technician</i>	Employees engaged in the installation, commissioning, rearrangement, removal and repair of network equipment, power, cellular site equipment, equipment on customer premises, and related equipment.
<i>Network Representative I</i>	Employees who analyze and/or prepare orders and/or reports relating to facilities, equipment, traffic, engineering, translation, circuit orders, outside and inside plant facilities or switches which relate to the network resources. May be engaged in the entry and analysis of data and prepare and write specifications.

<b>Classification</b>	<b>Classification Definition</b>
<i>Network Representative II</i>	Employees who analyze and/or prepare orders and/or reports relating to facilities, equipment, traffic, engineering, translation, circuit orders, outside and inside plant facilities or switches which relate to the network resources. Regularly distributes work within a group to ensure priorities are set and schedules met.
<i>Network Technician</i>	Employees engaged in the testing, commissioning, operation, maintenance, repair, and surveillance of network related equipment, cellular and radio sites, and a variety of related equipment including hardware, software, equipment on customer premises and other associated equipment.
<i>Operator</i>	Employees who respond to inbound customer requests for directory assistance, toll calls, rate and route, fringe radio calls, marine calls, SOST conferencing, TDD relay and emergency assistance.
<i>Printer</i>	Employees engaged in printing, binding and production of printed material. May also be engaged in graphic design using desktop publishing software.

Classification	Classification Definition
<i>Quality Assurance Representative</i>	Employees whose primary responsibilities include remote listening, evaluation of front line representative customer interactions, identification of areas of call flow and customer contact improvement. The findings/assessments are shared with the managers and supervisors.
<i>Security Operations Administrator</i>	Employees who are responsible for security support and account management functions on multiple business applications for both Bell Aliant and external customers. Responsible for completing customer access requests, termination of security access upon user departure, completing and filing requests to comply with auditing standards, utilizing systems to ensure requests are resolved in accordance with established Service Level Agreement's, update procedures and process documentation, and provide support for security access related issues. May be required to contact external customers and complete special projects. May distribute work within a group to ensure priorities are set and schedules met.

Classification	Classification Definition
<i>Service Advisor</i>	Employees whose primary responsibilities are the support and training of software applications and terminal equipment of business systems provided to business customers; including Key, PBX, Centrex & VOIP equipment. Responsible to develop and design customer training documentation for existing & new product introductions, to both managed & outright sale customers. May perform specialized functions to support managed call centre customers 800 service routing and ACD call flow. May be required to participate in special projects on evolving technology.
<i>Service Support Technician</i>	Employees engaged in dispatching the workforce. Performs testing and analysis of telecommunications plant and may provide systems support.
<i>Specification Writer</i>	Employees responsible for all administrative functions associated with the installation, rearrangement, removal and repair of network equipment by Network Equipment Technicians. Responsibilities include writing specifications, maintaining, updating and correcting associated records, ordering associated materials and providing administrative and technical support to Network Equipment Technicians.



Classification	Classification Definition
<i>Systems Representative I</i>	Employees responsible for production and maintenance of data from company, functional, and scheduling systems. Required to enter and analyze data, produce reports and recommend solutions based on analysis. Routinely interfaces with internal parties to satisfy requests for information and may interface with external customers.
<i>Systems Representative II</i>	Employees responsible for in-depth data analysis, development of solutions, data integrity and security related to multiple Company and functional systems. May be required to perform specialized system functions such as system testing, drafting and/ or graphic design. May distribute work within a group to ensure priorities are set and schedules met.
<i>Telesales Representative</i>	Employees who are responsible for growing and maintaining revenue for complex small accounts through relationship management and solution selling. Makes recommendations, prepares quotes and regularly interfaces with internal and external parties to satisfy customer requests.

## APPENDIX B

### Wage Scales & Classifications

<b>Wage Scale</b>	<b>Classification</b>	<b>Standard Bi-weekly Hours</b>	<b>Hours in a Standard Working Day</b>
1	General Technician	80	8.0
2	Data Operator	75	7.5
	Logistics Technician I	80	8.0
	Operator	75	7.5
3	Administrative Representative I	75	7.5
	Financial Representative I	75	7.5
	Systems Representative I	75	7.5
4	Client Site Service Representative I	75	7.5
	Help Desk Representative	75	7.5
5	Building Maintenance Technician	80	8.0
6	Administrative Representative II	75	7.5
	Client Site Service Representative II	75	7.5
	Financial Representative II	75	7.5
7	Apparatus Technician I	80	8.0
8	Consumer Service Representative	75	7.5
	Facilities Representative	75	7.5
	Network Representative I	75	7.5
	Systems Representative II	75	7.5
9	Printer	75	7.5
10	Logistics Technician II	80	8.0
11	Business Service Representative	75	7.5

<b>Wage Scale</b>	<b>Classification</b>	<b>Standard Bi-weekly Hours</b>	<b>Hours in a Standard Working Day</b>
	Network Representative II	75	7.5
	Specification Writer	75	7.5
12	Garage Mechanic	80	8.0
	Quality Assurance Representative	75	7.5
	Telesales Representative	75	7.5
13	Apparatus Technician II	80	8.0
	Building Equipment Technician	80	8.0
	Business Service Technician	80	8.0
	Cable Technician	80	8.0
	Community Technician	80	8.0
	Consumer Service Technician*	45 - 80	0 - 8.0
	Implementation Coordinator	80	8.0
	Line Technician	80	8.0
	Network Equipment Technician	80	8.0
	Network Technician	80	8.0
	Security Operations Administrator	75	7.5
	Service Support Technician	80	8.0
13a	Consumer Service Technician*	0 - 80	0 - 8.0
14	IP Services Technician	80	8.0
15	Service Advisor	75	7.5

\*Wage scale is dependent on date of hire.  
Refer to Article 30A for conditions.

## APPENDIX C

### Annual General Wage Increases

This Collective Agreement provides for the following annual general wage increases effective each year:

- January 1, 2015, increased on all steps by 2%
- January 1, 2016, increased on all steps by 2%
- January 1, 2017, increased on all steps by 2%

The tables in this appendix reflect the above percentages applied to the existing wage rates agreed to for the scales and steps established for each Classification. The specific wage rate shown for any step and scale reflect rounding due to applying the above percentages to the initial and subsequent tables. This rounding may result in a calculated value that differs from that shown in the table by a maximum of \$0.01 per hour. The employee will be compensated at the hourly rate shown in the table.

2015 WAGE SCALES & STEPS										
SCALE	10	9	8	7	6	5	4	3	2	1
1	22.99	21.33	20.27	19.22	18.16	17.11	16.04	14.99	13.93	12.88
2	23.39	21.74	20.63	19.52	18.42	17.31	16.20	15.10	13.98	12.88
3	23.60	22.48	21.69	20.89	20.09	19.29	18.49	17.70	16.90	16.10
4	24.13	23.01	22.19	21.37	20.54	19.72	18.89	18.06	17.25	16.42
5	24.29	23.01	22.19	21.37	20.54	19.72	18.89	18.06	17.25	16.42
6	25.54	24.04	23.09	22.13	21.19	20.24	19.28	18.33	17.37	16.42
7	25.69	24.25	23.28	22.30	21.32	20.34	19.36	18.38	17.40	16.42
8	26.69	25.30	24.09	23.09	22.08	21.08	20.07	19.07	18.06	17.06
9	27.32	25.71	24.63	23.55	22.47	21.39	20.31	19.23	18.15	17.06
10	27.80	26.13	25.00	23.87	22.73	21.59	20.46	19.33	18.20	17.06
11	28.59	26.68	25.54	24.33	23.11	21.91	20.70	19.48	18.28	17.06
12	29.14	27.16	25.90	24.63	23.38	22.11	20.85	19.58	18.33	17.06
13	30.61	28.40	26.98	25.56	24.14	22.73	21.32	19.90	18.48	17.06
13a	25.00	23.95	22.91	21.86	20.81	19.76	18.72	17.67	16.62	15.57
14	31.62	29.22	27.70	26.18	24.66	23.14	21.62	20.10	18.58	17.06
15	33.89	32.43	30.96	29.49	28.02	26.54	25.08	23.61	22.13	20.67

<b>2016 WAGE SCALES &amp; STEPS</b>										
SCALE	10	9	8	7	6	5	4	3	2	1
1	23.45	21.76	20.68	19.60	18.52	17.45	16.36	15.29	14.21	13.14
2	23.86	22.17	21.04	19.91	18.79	17.66	16.52	15.40	14.26	13.14
3	24.07	22.93	22.12	21.31	20.49	19.68	18.86	18.05	17.24	16.42
4	24.61	23.47	22.63	21.80	20.95	20.11	19.27	18.42	17.60	16.75
5	24.78	23.47	22.63	21.80	20.95	20.11	19.27	18.42	17.60	16.75
6	26.05	24.52	23.55	22.57	21.61	20.64	19.67	18.70	17.72	16.75
7	26.20	24.74	23.75	22.75	21.75	20.75	19.75	18.75	17.75	16.75
8	27.22	25.81	24.57	23.55	22.52	21.50	20.47	19.45	18.42	17.40
9	27.87	26.22	25.12	24.02	22.92	21.82	20.72	19.61	18.51	17.40
10	28.36	26.65	25.50	24.35	23.18	22.02	20.87	19.72	18.56	17.40
11	29.16	27.21	26.05	24.82	23.57	22.35	21.11	19.87	18.65	17.40
12	29.72	27.70	26.42	25.12	23.85	22.55	21.27	19.97	18.70	17.40
13	31.22	28.97	27.52	26.07	24.62	23.18	21.75	20.30	18.85	17.40
13a	25.50	24.43	23.37	22.30	21.23	20.16	19.09	18.02	16.95	15.88
14	32.25	29.80	28.25	26.70	25.15	23.60	22.05	20.50	18.95	17.40
15	34.57	33.08	31.58	30.08	28.58	27.07	25.58	24.08	22.57	21.08

<b>2017 WAGE SCALES &amp; STEPS</b>										
SCALE	10	9	8	7	6	5	4	3	2	1
1	23.92	22.20	21.09	19.99	18.89	17.80	16.69	15.60	14.49	13.40
2	24.34	22.61	21.46	20.31	19.17	18.01	16.85	15.71	14.55	13.40
3	24.55	23.39	22.56	21.74	20.90	20.07	19.24	18.41	17.58	16.75
4	25.10	23.94	23.08	22.24	21.37	20.51	19.66	18.79	17.95	17.09
5	25.28	23.94	23.08	22.24	21.37	20.51	19.66	18.79	17.95	17.09
6	26.57	25.01	24.02	23.02	22.04	21.05	20.06	19.07	18.07	17.09
7	26.72	25.23	24.23	23.21	22.19	21.17	20.15	19.13	18.11	17.09
8	27.76	26.33	25.06	24.02	22.97	21.93	20.88	19.84	18.79	17.75
9	28.43	26.74	25.62	24.50	23.38	22.26	21.13	20.00	18.88	17.75
10	28.93	27.18	26.01	24.84	23.64	22.46	21.29	20.11	18.93	17.75
11	29.74	27.75	26.57	25.32	24.04	22.80	21.53	20.27	19.02	17.75
12	30.31	28.25	26.95	25.62	24.33	23.00	21.70	20.37	19.07	17.75
13	31.84	29.55	28.07	26.59	25.11	23.64	22.19	20.71	19.23	17.75
13a	26.01	24.92	23.84	22.75	21.65	20.56	19.47	18.38	17.29	16.20
14	32.90	30.40	28.82	27.23	25.65	24.07	22.49	20.91	19.33	17.75
15	35.26	33.74	32.21	30.68	29.15	27.61	26.09	24.56	23.02	21.50

## APPENDIX D

### Report Areas/Centres

Province	Reporting Area	Reporting Centre
Newfoundland & Labrador	#1	Fort William Bldg.
		Allandale
		O'Leary Av.
		Donovan's
		Mount Pearl
		Mount Pearl Flagship Centre
		Bay Roberts
		Carbonear
		Bell Island
		Long Pond
		Pouch Cove
		Torbay
		Cape Broyle
		Fermeuse
		Renews
		New Harbour
		Heart's Content
		Western Bay
		Freshwater
		Mount Carmel
		Higgin's Line
		Holyrood
Newfoundland & Labrador	#2	Clareville
		Bonavista
		Marystown
		Musgravetown
		Arnold's Cove
		Grand Bank
Newfoundland & Labrador	#3	Gander
		Gambo
		Hare Bay
		Wesleyville
		Fogo
		Carmenville
		Eastport
		Glovertown
		Summerford
		Twillingate
		Lewisporte
Newfoundland & Labrador	#4	Cornerbrook DMS Building

Province	Reporting Area	Reporting Centre
Newfoundland & Labrador	#4	Cornerbrook, O'Connell Dr.
		Deer Lake
		Rocky Harbour
		Stephenville
		Lourdes
		Port Aux Basques
		Codroy
		Cow Head
Newfoundland & Labrador	#5	Pasadena
		St. Anthony
		Flowers Cove
		Port Saunders
		Roddickton
		Forteau
Newfoundland & Labrador	#6	Cartwright
		Badger
		Bishops Falls
		Botwood
		Grand Falls
		Milltown
		St. Albans
		Harbour Breton
		Hermitage
		Baie Verte
Newfoundland & Labrador	#7	Springdale
		Goose Bay
		Labrador City
New Brunswick	#1	Wabush
		Fredericton, Allison Blvd.
		Fredericton, Devon C.O.
		Fredericton, Carlton St.
		Oromocto
		Harvey Station
		Woodstock C.O.
		Hartland C.O.
		Centreville C.O.
		Florenceville C.O.
		Minto C.O.
		Gagetown C.O.
		Stanley C.O.
		Fredericton, Marysville Place
		Fredericton, King St.
New Brunswick	#2	Brunswick Square, Saint John
		Millidgeville Work Centre, Saint John

Province	Reporting Area	Reporting Centre
New Brunswick	#2	Tower Building, Saint John
		Grand Bay C.O.
		Westfield C.O.
		Welsford C.O.
		Grand Manan C.O.
		St. Stephen C.O.
		Milltown Blvd., St. Stephen
		St. Andrews Radio Site
		St. George Radio Site
		St. George C.O.
		Simonds C.O.
		Rothsay C.O.
		Sussex C.O.
		Arnold Av., Sussex
		Lancaster C.O.
		Hampton C.O.
New Brunswick	#3	Broadview Av., Saint John
		27 Alma St., Moncton
		555 Mapleton Rd., Moncton
		644 Main St., Moncton
		St. George Blvd., Moncton
		Riverview C.O.
		Dieppe C.O.
		Petitcodiac C.O.
		Mountain Rd. C.O.
		Havelock C.O.
		Richibucto C.O.
		Bouctouche C.O.
		Memramcook C.O.
		Shediac C.O.
		Cap Pele C.O.
		Cocagne C.O.
		Hillsborough C.O.
New Brunswick	#4	Port Elgin C.O.
		Sackville C.O.
		Mary St., Miramichi
		Chatham C.O.
		Edinburgh Dr., Moncton
		King Av., Bathurst
		Bathurst C.O.
		Beresford C.O.
		Petit Rocher C.O.
		Shippagan C.O.
		Jacquet River C.O.
		Lameque C.O.
		Tracadie C.O.
		Saint-Quentin C.O.
		Edmundston C.O.
		Power Rd., Edmundston



Province	Reporting Area	Reporting Centre
New Brunswick	#4	Andrew St., Campbellton
		Caraquet, 27 Boul. Industriel
		Grand Falls C.O.
		Kedgwick C.O.
		Perth Andover C.O.
		Plaster Rock C.O.
		Dalhousie C.O.
		Neguac C.O.
Nova Scotia	#1	Glace Bay C.O.
		New Waterford C.O.
		Marion Bridge C.O.
		Pitt St., Sydney
		Keltic Dr., Cox Health
		North Sydney C.O.
		East Bay C.O.
		Boularderie C.O.
Nova Scotia	#2	Baddeck C.O.
		Ingonish C.O.
		Whycocomagh C.O.
Nova Scotia	#3	Cheticamp C.O.
		Inverness C.O.
		Mabou C.O.
Nova Scotia	#4	Port Hawkesbury C.O.
		Arichat C.O.
		St. Peter's C.O.
		Louisdale C.O.
Nova Scotia	#5	Amherst C.O.
		Springhill C.O.
		Pugwash C.O.
		Oxford C.O.
		Tatamagouche C.O.
		Parrsboro C.O.
Nova Scotia	#6	Prince St., Truro
		Truro Work Centre
		Sheet Harbour C.O.
		Pictou C.O.
		Plymouth Work Centre
		Forbes St. C.O., New Glasgow
		Stewiacke C.O.
		Shubenacadie C.O.
Nova Scotia	#6	Elmsdale C.O.
Nova Scotia	#7	Antigonish C.O.
		Antigonish Work Centre
		Melrose C.O.
		Guysborough C.O.
		Mulgrave C.O.
		Canso C.O.
		Country Harbour C.O.
		Sherbrooke C.O.
Nova Scotia	#8	Chester C.O.

Province	Reporting Area	Reporting Centre
Nova Scotia	#8	Lunenburg C.O.
		Bridgewater C.O.
		New Germany C.O.
		Mahone Bay C.O.
Nova Scotia	#9	Liverpool C.O.
		Shelburne C.O.
		Barrington C.O.
		Lockeport C.O.
Nova Scotia	#10	Yarmouth C.O.
		Yarmouth Work Centre
		Meteghan C.O.
		Weymouth C.O.
Nova Scotia	#11	Pubnico C.O.
		Digby C.O.
		Annapolis C.O.
		Kingston C.O.
Nova Scotia	#12	Middleton C.O.
		Kentville C.O.
		Kentville Work Centre
		Wolfville C.O.
Nova Scotia	#13	Windsor C.O.
		Berwick C.O.
		Canning C.O.
		Sackville C.O.
		Bedford C.O.
		Woodlawn C.O.
		Harbour C.O.
		21 Topple Dr., Halifax
		Brownlow Av., Halifax
		Chain Lake Dr., Halifax
		Bishop C.O.
		Toll Bldg., North St., Halifax
		Scotia Square, Halifax
		Maritime Centre, Halifax
Prince Edward Island	#1	Hubbards C.O.
		Chezzetcook C.O.
		Rockingham C.O.
		Bayers Lake C.O.
		Spryfield C.O.
		Burnside C.O. (Wright Av.)
		Alberton C.O.
		Bedeque C.O.
		Borden C.O.
		Kensington C.O.
		O'Leary C.O.
		Summerside C.O.
		Tignish C.O.
		Tyne Valley C.O.

Province	Reporting Area	Reporting Centre
Prince Edward Island	#1	Wellington C.O.
	#2	Montague C.O.
		Souris C.O.
		Crossroads C.O.
		Morell-St. Peters C.O.
		Mount Stewart C.O.
		Vernon River C.O.
Prince Edward Island	#3	Belvedere Av., Charlottetown
		Fitzroy St., Charlottetown
		Covehead C.O.
		Hunter River C.O.
		New Haven C.O.
		Rusticoville C.O.
		Winsloe C.O.
		Cornwall C.O.

**Note:** Employees who are assigned to a customer premises will start and end their tour of duty at that location. This is in keeping with current practice and does not affect the employee's Reporting Centre assignment.



## APPENDIX E

### Letter of Agreement - Definition of Ten Cities

1. For the purposes of any Agreement between the parties which refers to “Ten Cities”, that term means the following locations:

PROVINCE	CITY	DESCRIPTION	GEOGRAPHIC BOUNDARY
NB	FREDERICTON	Devon	CANADA, GIBSON, GILBERT
			FULTON AV., ST MARYS, CLIFFE
			KILLARNEY, DURHAM, LOWER DURHAM, MARYSVILLE (Route 628 to Taymouth)
			NASHWAAKSIS, CURRIE MOUNTAIN, DOUGLAS, DRAMMEN (Route 620 to Cardigan, Route 105 to Douglas)
			PEPPER CREEK, LOWER ST. MARYS, POPPLE HILL, NOONAN (Highway 105 to Maugerville and Highway 10 to Noonan)
		Greater Fredericton Area	HANWELL RD., HANWELL SETTLEMENT, LUDFORD
			LINCOLN, WILSEY RD.
			MARYLAND HILL, HOSPITAL, FORESTRY BUILDING
			NEW MARYLAND, SPRING WATER PLACE, APPLEWOOD ACRES, BEAVER DAM, CASTLE ACRES, NASONWORTH (Route 640 to Hanwell and Mazzerole Settlement)
			SILVERWOOD, KELLY’S PARK, ISLANDVIEW, GARDEN CREEK (Route 102 to Island View)
			SMYTHE ST., CONNAUGHT, REGENT
			UNIVERSITY, GEORGE, YORK

PROVINCE	CITY	DESCRIPTION	GEOGRAPHIC BOUNDARY
NB	FREDERICTON	Greater Fredericton Area	VANIER, FROM HIGHWAY 2 EAST TO VANIER
			YORK, GEORGE, QUEEN
			YORK, CONNAUGHT, WOODSTOCK RD.
			FREDERICTON JUNCTION (Route 101 to Blissville)
		Oromocto	BROAD RD., FRENCH LAKE, GEARY
			BURPEE, BURTON
			DOWNTOWN
			FREDERICTON AIRPORT, NEVERS RD., RUSAGONIS
		Gagetown	GAGETOWN
	MIRAMICHI	Chatham	BLACK RIVER BRIDGE, UPPER & LOWER NAPAN (Route 117 to Little Bridge Road and Route 11 to Saint Margarets)
			DOUGLASTOWN, O'KEEFE, BARTIBOG, LOWER NEWCASTLE (Route 11 to Bartibog Bridge and Route 8 to Bartibog)
			DOWNTOWN, LOGGIEVILLE, BUSHVILLE, UPPER WATER ST.
NB	MIRAMICHI	Newcastle	CHATHAM HEAD, MIRAMICHI HOSPITAL, NELSON, CHELMSFORD, BARNABY (Route 126 south to Barnaby River)
			DOWNTOWN, NORDIN, OLD KING GEORGE HIGHWAY (Route 430 to Chapel Island Road)
			EEL GROUND, STRATHADAM, REPAP MILL, HEATH STEEL MINES (Route 425 to Whitney)
			RENOUS, QUARRYVILLE, DERBY, WILLIAMSTOWN
		Miramichi	NEWCASTLE AND CHATHAM

PROVINCE	CITY	DESCRIPTION	GEOGRAPHIC BOUNDARY
NB	MONCTON	Moncton	ALL OF ELMWOOD DRIVE WIRE CENTRE (Moncton to Irishtown and Route 490 to Ammon Rd.)
			ALL OF UNIVERSITY WIRE CENTRE
			ALMA, NORTH OF MAIN
			COLISEUM
			DIEPPE INDUSTRIAL PARK, AIRPORT, LAKEBURNE (Meadowbrooke to 288 Calhoun Rd.)
			DIEPPE, BAHAMA, CHARTERSVILLE, FOX CREEK (Amirault St. to Route 925)
			DIEPPE, GOULD
			GEORGE DUMONT, MOUNTAIN RD., CONNAUGHT, WHEELER
			JOHN ST., PACIFIC, KILLAM, MOUNTAIN RD.
			KENMORE DR., SHEDIAC RD., LAKESIDE ESTATES (Moncton to 2530 Moncton Rd.)
			KIRKWOOD, BUDD LANE, MILROTH, PALISADE
			MAIN, RAILYARD
			MAIN, VAUGHAN HARVEY, JOHN ST.
			MOUNTAIN RD., CONNAUGHT, WHEELER, HOSPITAL
			SALISBURY RD., BAIG, FOUNDRY ST., GEORGE BLVD.
			SOUTH OF MAIN, FOUNDRY
			SOUTH PINE, MCLAUGHLIN, IRISH TOWN
			UNIVERSITY, MOUNTAIN RD., MAIN ST.
			VAUGHAN HARVEY, MAIN, WHEELER, PACIFIC

PROVINCE	CITY	DESCRIPTION	GEOGRAPHIC BOUNDARY
NB	MONCTON	Mountain Road	MAGNETIC HILL, LUTZ, INDIAN MOUNTAIN (Indian Mountain Rd. to Route 490 and Route 126 to Gallagher Ridge)
			CORE, TWIN OAKS TO WHEELER
			EAST OF MOUNTAIN RD., MAPLETON RD. (Homestead to Steeves Mountain)
			MOUNTAIN RD., KILLAM, WHEELER
			MOUNTAIN RD. TO MONCTON TO DIEPPE
		Riverview	RIVERVIEW (Highway 112 to Upper Coverdale and Highway 910 to Turtle Creek)
NB	SAINT JOHN	Greater Rothesay	DOWNTOWN
			OLD COACH RD., MARR RD., HAMMOND RIVER RD., PALMER BROOK RD.
			QUISPAMIS, MEENANS COVE
			71 DAMASCUS RD. SOUTH TO ROTHESAY, UPPER GOLDEN GROVE RD.
			GREATER ROTHESAY AREA
		Lancaster	GRAND BAY
			WESTFIELD (Route 177 to Nerepis, Britain Rd to Day's Corner Rd, Pit Rd, Victoria Wharf Rd)
			DOWNTOWN
			LOWER WEST SAINT JOHN, CHAMPLAIN ST., SAND COVE RD.
			OCEAN WESTWAY, LORNEVILLE, COLESON COVE, MUSQUASH



PROVINCE	CITY	DESCRIPTION	GEOGRAPHIC BOUNDARY
NB	SAINT JOHN	Simonds	BAXTER'S CORNER, GARNETT SETTLEMENT, WILLOW GROVE, ROWLEY (Route 111 to Oakhill Dr.), GARDINER CREEK (East to 1395 Route 825), TAYLOR LAKE
			CHAMPLAIN HEIGHTS, MCALLISTER
			GOLDEN GROVE RD., HILLCREST
		Saint John -South End to North End	UNION ST., HAYMARKET SQUARE
			SOUTH END TO NORTH END
			BAYSIDE, RED HEAD, OLD BLACK RIVER RD.
			BRUNSWICK SQUARE
			CRANSTON AV., SOMMERSET ST.
			KING ST., MARKET SQUARE
			KINGS SQUARE, CROWN ST.
			MILLIDGEVILLE, REGIONAL HOSPITAL
			NORTH END, DOUGLAS AV.
			ROTHESAY AV., THORNE AV.
			SOUTH END
NL	ST. JOHN'S	Mount Pearl	DONOVANS, POWERS POND
			FARRELL DR., MOUNT CARSON AV.
			GOULDS (Mount Pearl to Big Pond)
			PARK AV., SUNRISE AV.
			PEARLGATE, RUBY LINE
		St. John's	BROOKFIELD ESTATES, VILLAGE MALL
			KILBRIDE
			AIRPORT HEIGHTS, MT SCIO RD.
			AVALON MALL, O'LEARY AV.
			COWAN HEIGHTS

PROVINCE	CITY	DESCRIPTION	GEOGRAPHIC BOUNDARY
NL	ST. JOHN'S	St. John's	DOWNTOWN
			ELIZABETH AV., CARPASIAN RD.
			FORT WILLIAM BUILDING, PLEASANTVILLE
NL	ST. JOHN'S	St. John's	MUNDY RD., CORNWALL AV.
			ROAD DE LUXE, SHAW ST.
			SHEA HEIGHTS
			ST. CLARES, RABBITTOWN
			TORONTO ST., WEDGEWOOD PARK
			UNIVERSITY, NEPTUNE RD.
			VIRGINA PARK, NEWFOUNDLAND DR.
			ST. JOHN'S
			PORTUGAL COVE
			POUCH COVE
			TORBAY
			OCTAGON
			LONG POND EAST
			SEAL COVE (CBS Highway to Holyrood)
			LONG POND WEST
			BELL ISLAND
NS	SYDNEY	East Bay	HIGHWAY 4 to IRISH COVE
		Glance Bay	COMMERCIAL ST., BROOKSIDE & SOUTH ST. (Birchgrove Rd to Marconi Towers Road)
			RESERVE MINES, DOMINION, GARDNER MINES
			STIRLING RD., DOWNTOWN
		New Waterford	NEW HIGHWAY # 28, NEW VICTORIA, SCOTCHTOWN
			ROACHES RD., LINGAN RD., DOWNTOWN
		North Sydney	NORTH SYDNEY

PROVINCE	CITY	DESCRIPTION	GEOGRAPHIC BOUNDARY
NS	SYDNEY	Sydney	ALEXANDRA ST., FRONT LAKE RD., HARDWOOD HILL (Highway 327 to Caribou Marsh)
			COXHEATH, WESTMOUNT, COAST GUARD COLLEGE
			KINGS RD., DOWNTOWN
			MIRA ROAD, ALBERT BRIDGE (Marion Bridge & New Boston Rd)
			SYDNEY FORKS, HIGHWAY # 4
			WELTON ST., GRAND LAKE RD.
			WHITNEY PIER, ASHBY AREA
		Sydney Mines	DOWNTOWN, POND RD. AREA
			FLORENCE, POINT ACONI, ALDER POINT (Kempt Head Rd. to South Side Boularderie, Millville)
NS	HALIFAX REGIONAL MUNICIPALITY	Dartmouth	BURNSIDE BUSINESS PARK (Spectacle Dr., Eileen Stubbs)
			BURNSIDE INDUSTRIAL PARK (Burnside Dr., Windmill Rd.)
NS	HALIFAX REGIONAL MUNICIPALITY	Harbour	DOWNTOWN AREA
			EASTERN PASSAGE AREA
			PENHORN MALL AREA
			WALLACE HEIGHTS, CREIGHTON PARK, WOODLAWN
		Woodlawn	MAIN STREET AREA
			PRESTON, CHERRY BROOK, HUMBER PARK (Highway 7 to Lake Echo, Highway 207 to and including Mineville Rd.)
			WOODLAWN AREA

PROVINCE	CITY	DESCRIPTION	GEOGRAPHIC BOUNDARY
NS	HALIFAX REGIONAL MUNICIPALITY	Sackville	OLD SACKVILLE RD., CONNOLLY, WALKER SERVICE RD. (to 4090 Beaverbank Rd. and 3395 Sackville Dr.)
			SACKVILLE DR., GLENDALE AV., FIRST LAKE
		Waverley	WAVERLEY
			AIRPORT, OLD GUYSBOROUGH RD.
		Elmsdale	ELMSDALE (Nine Mile River, Dutch Settlement)
		Bedford	KINGSWOOD, POCKWOCK, HAMMONDS PLAINS
			TOWN, MAGAZINE HILL, INDUSTRIAL PARK
		Halifax	BAY ROAD (Highway 3 to the Bay Rd. Fire Station)
		Bishop	CITADEL
			DOWNTOWN CORE, BANK OF N.S. BUILDING, DENNIS BUILDING
			DOWNTOWN, GOVERNMENT HOUSE
			LOWER CITADEL TOWARDS HARBOUR
			LOWER SOUTH END
			QUINPOOL ROAD AREA
			SCOTIA SQUARE AREA
			SOUTH END
			SOUTH END TOWARDS THE ARM
			SAINT MARY'S UNIVERSITY, DALHOUSIE UNIVERSITY, UNIVERSITY OF KING'S COLLEGE
		Lorne	FAIRVIEW COVE AREA
			HALIFAX SHOPPING CENTRE AREA
			WINDSOR PARK AREA
		Rockingham	BEDFORD HIGHWAY, KEARNEY LAKE ROAD

PROVINCE	CITY	DESCRIPTION	GEOGRAPHIC BOUNDARY
NS	HALIFAX REGIONAL MUNICIPALITY	Rockingham	FAIRVIEW AREA
			ROCKINGHAM AREA
		Spryfield	PURCELLS COVE, YORK REDOUBT (Ketch Harbour Rd. to Kittiwake Rd. and Old Sambro Rd. to Amber Dr.)
			SPRYFIELD CENTRE (Prospect Rd. to White's Lake)
NS	TRURO	Truro	CHURCH ST., MAIN ST. OUT TO BIBLE HILL
			EAST PRINCE ST., EAST QUEEN ST., YOUNG ST.
			HARMONY, GREENFIELD, VALLEY, KEMPTOWN
			MILLBROOK, HILDEN, OLD BARNS, TRURO HEIGHTS
			NUTBY, NORTH RIVER, ONSLOW, EAST MOUNTAIN
	KENTVILLE	Kentville Area	ALL OF HIGHWAY 12 FROM HIGHWAY 1, TOWN (Highway 12 to Aldersville)
			COLDBROOK, CAMP ALDERSHOT (Highway 1 to and including Cambridge)
			NEW MINAS AREA
			NICHOLS AV. NORTH TO HALL'S HARBOUR (Brooklyn St. to Brooklyn Corner and Route 221 to Lakeville)
		Wolfville	ACADIA UNIVERSITY, AVONPORT, SOUTH OF HIGHWAY 101 (Wolfville to Hortonville)
			TOWN, GREENWICH TO GASPEREAU RIVER
PE	CHARLOTTETOWN	Charlottetown	CORNWALL (Springvale, Hampshire and Clyde River)

PROVINCE	CITY	DESCRIPTION	GEOGRAPHIC BOUNDARY
PE	CHARLOTTETOWN	Charlottetown	CROSSROADS
			EAST (Brackley Point Rd. to Harrington, Route 2 to Dunstaffnage)
			NORTH
			SOUTH (Bethel Rd., Tarantum Rd.)
			WINSLOE (Route 2 to Springvale, Winsloe Rd. to North Winsloe, Route 7 to North Milton)

2. This definition may be amended by mutual agreement of the parties.

## APPENDIX F

### Letter of Agreement - Employment Equity

The Company and the Council continue to recognize the need to achieve equality in the workplace so that no person will be denied employment opportunities or benefits for reasons unrelated to ability, and both parties agree that equal opportunity in employment means more than treating persons in the same way, but also requires special measures and the accommodation of differences.

To this end, the parties agree to establish a joint Labour/ Management committee, consisting of one (1) representative of each of the equity seeking groups and a maximum of four (4) representatives each from the Council and the Company. The committee will meet not less than twice per calendar year to discuss matters pertaining to Employment Equity and to provide the Council with an opportunity to present its views concerning:

- a) any assistance the Council could provide to the Company in order to facilitate the implementation of employment equity in the workplace and the communication to employees of matters relating to employment equity; and
- b) the preparation, implementation and revision of the Company's employment equity plan.

## **APPENDIX G**

### **Letter of Agreement - MTT Vacation Liability**

Employees who were Regular Employees of record of MTT on May 1, 1993 who terminate their employment for reasons other than for dismissal will be entitled to receive monies equivalent to five (5) working days payable at the time of the cessation of employment.



## APPENDIX H

### Letter of Agreement - Standard Entry Level Qualifications

The Company agrees to develop Standard Entry Level Qualifications for each Classification for job posting purposes. The Council will have the opportunity to provide input to this process. Standard Entry Level Qualifications can be amended over time for valid business reasons, but cannot be changed arbitrarily from one (1) posting to another for the same Classification. Changes in Standard Entry Level Qualifications for a Classification will be reviewed with the Council before implementation.

The Standard Entry Level Qualifications for each Classification will be posted on electronic bulletin boards, and also on physical bulletin boards in locations where reasonable access to the electronic bulletin boards is not available.

## **APPENDIX I**

### **Letter of Agreement - Pay Equity and Job Evaluation**

#### **Pay Equity**

The parties agree to establish a Joint Pay Equity Committee.

Council representation on the Committee will not be less than six (6) and, in any event, will not be less than the number of Company representatives on the Committee.

The purpose of this Committee is to comply with the terms of the Pay Equity Audit that has been initiated by HRDC, as they apply to bargaining unit employees.

The mandate of the Committee will include, but is not limited to:

1. Analyzing the employee population to identify the occupational groups, size of each group and distribution of employees by gender within each group.
2. Determining the sampling of jobs within Bell Aliant which will be included in the study.
3. Recommending a job evaluation tool and methodology for use in the evaluation of bargaining unit jobs.
4. Developing a Job Evaluation Plan and a timeline for completion of the study.
5. Conducting a job analysis and evaluating all jobs to be included in the study.
6. Determining if pay inequities exist, based on the results of the job evaluation.
7. Identifying Bell Aliant administrative practices that contribute to pay inequities.
8. Providing recommendations to the Company and the Council regarding changes to Bell Aliant administrative practices.
9. Providing recommendations to the Company and the Council regarding wage disparities and a methodology for correcting the identified disparities.
10. Establishing a communications plan for employees.

11. Recommending a control process to eliminate discriminatory pay practices.

### **Job Evaluation**

The job evaluation system selected for Pay Equity purposes will be used for the continued purpose of maintaining relative equity among all jobs in the bargaining unit. Employees whose job is moved to a higher wage scale as a result of job evaluation will move to the step on the new wage scale that provides for at least a ten percent (10%) increase or to the top of the new wage scale if there is no step that provides at least a ten percent (10%) increase. Employees, whose job is moved to a lower wage scale as a result of job evaluation, will maintain their current Basic Wage Rate until the rate of the new wage scale exceeds their current wage rate.

## **APPENDIX J**

### **Letter of Agreement - Office Closure Policy**

The Company will determine if it is necessary to close an office or work centre due to bad weather or other circumstances. In this case, the decision will be communicated to affected employees through a variety of channels including, if necessary, a public service announcement on public radio stations. Subject to Article 10, some employees may be requested to work during a closure in order to meet customer service requirements. These employees will be paid at Overtime rates. Basic wages for other employees are not affected.

The Company will determine when the office or work centre can reopen. Various communications channels, including public service announcements on radio, will be used to inform employees that they are to return to work.

## APPENDIX K

### Letter of Agreement - Contact Centre Remote Monitoring

1. There will be a Remote Monitoring Program which applies to the following front-line employees:
  - Front-line Business Service Representatives, Consumer Service Representatives, Helpdesk Representatives, Operators, and Telesales Representatives

who have phone contact with external customers in the following Queues (regardless of language):

  - Residential Inbound (including TV, FibreOP and Retention), Accounts Receivable Management Inbound and Outbound, Telesales, Small Business Inbound, Directory Assistance, Toll and Ancillary Services, and External Enterprise Customer Queues
2. The Remote Call Monitoring Program will consist of a set number of customer calls being recorded, and then reviewed and scored by a Quality Assurance Representative (QAR), with the results being used for the purposes set out in this agreement.
3. The Remote Call Monitoring Program will be implemented for the Consumer Service Representative Queues before being implemented for any other Classification.
4. The Remote Call Monitoring Program will be put through a trial run of three (3) months, after which any problems or issues will be reviewed with the CIF before the Program is finalized. This three (3) month trial will be completed before the introductory period (described below) can begin for any Queue.

#### Use of Remote Call Monitoring Program Results

5. a) For an introductory period (defined further below), call monitoring results will be used solely for the

purposes of employee coaching by the manager. Following the introductory period, call monitoring results will be integrated into the employee performance management process.

- b) The introductory period will be twenty-four (24) months for each Queue, beginning with the first use of the program in that Queue.
- c) If the Council agrees, the introductory period may be reduced to eighteen (18) months for any or all Queues.
- d) The introductory period does not begin until after the three (3) month trial period mentioned above has passed.
- e) For greater certainty, even during the introductory period, the parties agree that call monitoring results may be used for employee discipline in the circumstances outlined in Article 29.02 of the Collective Agreement.

### **Remote Call Monitoring Program Details**

- 6.
  - a) The Remote Call Monitoring Program will monitor up to ten (10) calls per month for each employee in the program.
  - b) Monitored calls will consist of customer interaction calls, and will not include personal calls or calls made on the employee's secondary line.
  - c) Monitored calls will be scored by a Quality Assurance Representative by measuring against scoring criteria. The results will be given to the employee's direct manager.
  - d) The manager will review the call scores with the employee within two (2) weeks from the date of the call, including listening to the actual recorded calls (where technology permits).
  - e) Where an employee wishes to review a specific call for development purposes, the employee will identify

the call details to the manager, and both will listen to the call and discuss (where technology permits).

- f) A manager and employee may also review a recorded call together in response to a customer complaint, for the purposes of reviewing what happened on the call (where technology permits).
- g) Where an employee disputes the results of the call scoring, the employee can appeal the score to the Remote Call Monitoring manager, who will have the final say in determining the score. The details of the appeal process will be determined by the appropriate Joint Union-Management Committee.

### **Joint Union - Management Committees**

- 7. a) There will be two (2) Joint Union-Management Committees struck to deal with Remote Call Monitoring Program issues. One (1) committee will deal with the Program for Business Service Representatives, Consumer Service Representatives, Operators, and Telesales Representatives, and one (1) committee will deal with the Program for Helpdesk Representatives.
- b) Each Committee will consist of four (4) members, who are expected to serve two (2) year terms on the Committee:
  - one (1) permanent member from the Company
  - one (1) permanent member from the Council
  - one (1) position from the Council which may rotate depending on the Classification being considered; and
  - one (1) position from the Company which may rotate depending on the Classification being considered.
- c) Each Committee will be co-chaired by one (1) union member and one (1) manager. The full committee

must be present for there to be a quorum. The committee will meet as required.

- d) The Joint-Union Management Committees will:
  - i) Develop specific scoring criteria for calls, which will include assessment of product & service knowledge, rapport with customer, Max+ usage, sales, and optimization of the customer.
  - ii) Develop sampling criteria (day of the week, time of day)
  - iii) Develop feedback criteria (duration between monitoring and feedback)
  - iv) Develop other details of the Remote Call Monitoring Program as required (subject to the details agreed to in this Letter of Agreement).
- e) Committee members will not participate in the three (3) month trial of the Program.
- f) Where necessary to understand the issues involved with the Program, the Committee may consult with a technical specialist.

### **Quality Assurance Representatives (QARs)**

- 8. a) The QAR team will have a core of regular members, to be supplemented by other employees through temporary assignments.
- b) Temporary QAR assignments will last from twenty-four (24) to thirty-nine (39) weeks.
- c) Only employees in the Scotia Square contact centre will be eligible for temporary QAR assignments.
- d) Temporary QAR assignments will be given on a rotational basis, to all eligible employees who express an interest, on the basis of seniority. Employees will not re-enter the rotation for QAR



assignments until every interested eligible employee has had a QAR assignment, regardless of seniority.

- e) All QARs, whether permanent or temporary, will be subject to the highest standards of confidentiality and privacy.
  - f) Calibration sessions will be held regularly to ensure a consistent approach to scoring calls, including both permanent and temporary QARs.
9. After the three (3) month trial period has passed and the program has been approved by the CIF, the Program will be reviewed annually by the Company. There will be a report of the review when Business Plans are rolled out, and the report will be reviewed through CIF.
10. This Letter of Agreement replaces the previous Letter of Agreement, Contact Centre Service Monitoring as Appendix K to the Collective Agreement, as referenced in Article 29.02 of the Collective Agreement.

## **APPENDIX L**

### **Letter of Agreement - Job Classifications (Transition Conditions)**

The Company and the Council agree with the conditions as outlined below in moving forward with the implementation of the new job Classification framework.

#### **Building Maintenance Technician/ Building Equipment Technician**

Employees, who are Building Maintenance Technicians and who are currently enrolled in Building Systems Technician Certification training, will be classified and compensated as Building Equipment Technicians, provided they continue and successfully complete the training.

Employees working in this area and who are not pursuing the Building Systems Technician Certification training will be classified and compensated as Building Maintenance Technicians.

#### **Special Needs Employees**

The Company and the Council agree to preserve special compensation arrangements that currently exist for employees with special needs. Any additions to this group require Council approval. These employees will align to the Classification, wage scale and step that best matches their current work and wage rate, but will not receive progressional increases and will not be expected to perform the full scope of the Classification.

#### **Implementation and Resolution of Classification Errors**

Prior to implementing the new Classification framework, the Company will undertake to review and verify and, if necessary, correct PeopleSoft data regarding current employee Classifications and/or job titles. Any revisions required will be reviewed with the Council prior to implementation. The Company will provide each employee with notification of their current Classification/job title and placement in the new Classification framework prior to the effective date of the Agreement.

Employees will have one hundred and twenty (120) days from September 20, 2004 to identify any errors in their former Classification and/or job title that impacted placement in the new Classification framework. Such errors will be brought to the attention of the immediate supervisor, investigated and resolved as soon as possible, between the Company and the Council. Investigations that result in a changed placement of an employee within the new Bell Aliant Classification framework will be brought to the attention of the Council. Employees, who are not at work due to sickness absence or any leave of absence, will have one hundred and twenty (120) days following their return to work to identify such errors. Any disputes related to such errors will be subject to the grievance and arbitration process.

If it is determined that there was no error in the employee's former Classification or job title, and the employee still feels that their Classification is not reflective of their job responsibilities, the issue will be referred to the Job Evaluation process outlined in Appendix I.

### **Standard Entry Level Qualifications**

The alignment process may mean that some employees will be placed in Classifications for which they do not have the full qualifications. This is not intended to diminish the Standard Entry Level Qualifications for the Classification for job posting and other purposes.

### **Archival Record**

A signed and dated copy of the final document mapping old job titles to the new Bell Aliant Classifications will be retained by both parties as the official record for all purposes under this Collective Agreement.

## APPENDIX M

### Letter of Agreement - Provincial Practices and Policies

The Company and the Council agree that it is desirable to align as many terms and conditions of employment for employees, as is practical. To support this objective, all past provincial practices, policies, and the processes and forms associated with them, having a general employee application including members of this bargaining unit, are considered to be discontinued effective September 20, 2004.

This will include, but is not limited to, NB Tel and You, Newfoundland Telephone Employee Handbook, MT&T Employee Handbook, and documented General Administrative Practices or General Circulars that existed in each province. This may also include undocumented practices that were understood to represent normal operating policies in a particular province.

In some cases, the practices and policies have been replaced either by terms and conditions of this Agreement or by new Aliant policies, which generally are documented on Connexion. These Aliant policies and practices will remain in effect. If either party identifies a requirement to replace one of the discontinued practices or policies, during the life of this Agreement, the Company and the Council agree to meet to discuss the requirement.

If during the life of this Agreement, additional Bell Aliant policies that have Company wide application are developed, the Company agrees to meet with the Council to consider their input and discuss these policies prior to their implementation.

## **APPENDIX N**

### **Letter of Agreement - International Contracting**

The Company agrees that, should it pursue international contracts in the future, it will meet with the Council to negotiate specific terms and conditions of employment for bargaining unit employees prior to their assignment on such contracts.

## **APPENDIX O**

### **Letter of Agreement - Transition to New Wage Scales**

The Company and the Council recognize the importance of achieving wage parity across all provinces. It is agreed that, effective September 20, 2004, all existing bargaining unit roles will be included within a single Classification framework and all employees will be placed on one of the new wage scales.

#### **Special Pay Treatment**

Employees, who are paid above the top of their new wage scale, will receive any general wage increase in the form of a lump sum amount, at the time the general wage increase becomes effective. This lump sum will be calculated as the employee's Basic Wage Rate, times the percentage general wage increase, times the number of regular hours the employee is expected to work during the effective period of the increase. When the top rate of the new wage scale exceeds the employee's Basic Wage Rate, the employee will move to this top Basic Wage Rate. The employee will still receive the full effect of the general wage increase, part of which will be paid, if necessary, as a final lump sum.

Lump sum payments for Part Time Employees, paid above the top of their new wage scale, will be calculated in the same way as Full Time Employees, except that the number of hours used in the calculation will be their actual hours worked during the previous twelve (12) months or during such shorter period as may be appropriate, based on the effective period of the increase.

All lump sum payments will be included in the determination of pensionable earnings and are eligible for participation in the Employees' Unit Purchase Plan.

It is agreed that this special pay treatment will replace any existing pay protection plans for employees, including those established under the Oakley Arbitration Award and those made as a result of placement issues such as medical restrictions.

## **Exceptions**

Employees, who are on LTD, WCB or any leave of absence on the effective date of the general increase, will receive the proportionate amount of the lump sum payment upon their return to work.

Employees, who move to a new lower wage scale as a result of job posting, after September 20, 2004, will receive pay treatment in accordance with Article 13.07 and will no longer be entitled to transitional pay treatment.

## **APPENDIX P**

### **Letter of Agreement - Retirement Planning**

To assist employees in preparation for retirement, the Company agrees to provide the following voluntary programs:

The Company will provide access to educational programs focused on financial and retirement planning information. Participation in such programs is intended to enable employees to make more informed personal financial choices at various stages in their career.

The Company agrees to have established, within one (1) year of September 20, 2004, a Group Registered Retirement Savings Plan (RRSP) program to which employees can contribute through payroll deduction. The Company will pay administrative fees associated with the establishment and maintenance of this program. The selection of the plan administrator and investment options will be by mutual agreement between the Company and the Council.



APPENDIX Q

Flexconnect Summary

BellAliant



at-a-glance



Updated July 2013

Supplemental life insurance.

You pay the premiums for supplemental life insurance by payroll deduction. Flex credits may not be used to purchase this coverage.

EMPLOYEE LIFE			
Details	Option 4	Note:	
Benefit level	multiple of \$10,000	Benefit level is in addition to 3x annual earnings.	
Maximum	\$300,000		

SPOUSE LIFE

Details	Option 1	Option 2
Benefit level	no coverage	multiple of \$10,000
Maximum	-	\$300,000

CHILD LIFE

Details	Option 1	Option 2	Option 3
Benefit level	no coverage	\$7,500	\$15,000

Supplemental accidental death & dismemberment (AD&D).

You pay the premium for supplemental accidental death & dismemberment by payroll deduction. Flex credits may not be used to purchase this coverage.

EMPLOYEE AD&D

Details	Option 4	Note:	
Benefit level	multiple of \$10,000	Benefit level is in addition to 3x annual earnings.	
Maximum	\$350,000		

SPOUSE AD&D

Details	Option 1	Option 2
Benefit level	no coverage	multiple of \$10,000
Maximum	-	\$200,000

CHILD AD&D

Details	Option 1	Option 2	Option 3
Benefit level	no coverage	\$25,000	\$50,000

Disclaimer: This summary of flexconnect is written in plain language. It does not create or confer any contractual rights. The complete terms are governed by call policy. Coverage reductions in provincial medicare plans are not automatically covered under flexconnect. If any government imposes future taxation or changes, flexconnect may be subject to future changes. Bell Aliant provides flexconnect with the intention that it will be continued indefinitely. However, Bell Aliant reserves the right to modify or discontinue flexconnect at any time. When your group life insurance terminates, you may lose your flexconnect coverage. For more information, contact your medical evidence of good health. Contact People@BellAliant.ca for further details.

Sickness disability benefits.

Sickness disability benefits (SDB) provides short-term income protection when you are unable to work due to sickness or injury. This benefit is self-insured by Bell Aliant and is integrated with your long-term disability coverage. If you remain disabled after your short-term sickness disability benefits run out, you are then eligible to apply for long-term disability coverage. For more information on SDB, please refer to Connection or contact the Human Resources Service Centre at 1 877 351-4100 or People@BellAliant.ca.

Long-term disability (LTD).

You automatically receive core coverage, or you can choose one of the following:

Details	Option 1 (core)	Option 2	Option 3	Option 4
Benefit level	50% of monthly earnings + CPI (max. 2x)	50% of monthly earnings + CPI (max. 2x)	60% of monthly earnings	60% of monthly earnings + CPI (max. 2x)
Monthly maximum	\$25,000	\$25,000	\$25,000	\$25,000
Tax status	non-taxable	non-taxable	non-taxable	non-taxable
Look-in	At re-enrollment, you can increase to any level if you provide medical evidence of good health. For family status changes (e.g. marriage, divorce, birth or adoption), you can increase to any level, within 31 days, no evidence required.			

Employee life insurance.

You automatically receive core coverage, or you can choose one of the following. You pay the premiums for employee life insurance by payroll deduction. Flex credits may not be used to purchase this coverage.

Details	Option 1 (core)	Option 2	Option 3
Benefit level	1x annual earnings	2x annual earnings	3x annual earnings
Maximum	\$1,500,000	\$1,500,000	\$1,500,000

Accidental death & dismemberment (AD&D).

You automatically receive core coverage, or you can choose one of the following. Flex credits may not be used to purchase this coverage.

Details	Option 1 (core)	Option 2	Option 3
Benefit level	1x annual earnings	2x annual earnings	3x annual earnings
Maximum	\$1,500,000	\$1,500,000	\$1,500,000

About this document.

This document is intended to give you an overview of the benefits available under Flexconnect. For complete plan details, please refer to Comexion > My HR > My Benefits > Flexconnect.

Who's eligible?

Regular and temporary employees (full-time and part-time) working at least 18.75 hours per week. Temporary employees are not eligible for Option 3 medical, Options 3 and 4 dental, and long-term disability.

Flexible coverage categories.

Coverage categories can be different for medical and dental. For example, you can elect family medical and opt out of dental, or you can have single dental coverage, and couple for medical, etc.

Opting out.

You may opt out of medical or dental coverage. If you opt out, you'll receive flex credits, based on single coverage for each benefit.

Changing your options.

Medical and dental: You may change your options during the annual re-enrollment or within 31 days of when you experience a family status change such as marriage, divorce, or the birth of a child. For family status changes, looking-in provisions still apply, but you may change from family to single coverage.

Life insurance and long-term disability: If you increase your long-term disability or your employee or spousal life insurance coverage during the annual re-enrollment, the covered individual will be required to provide medical evidence of good health.

Lock-in: If you choose Option 3 medical, you will remain in that option for two years. If you choose Option 4 dental, you will stay in that option for three years. Otherwise, you may change options after one year.

Where can I get additional information about my benefits?

For additional information on Flexconnect, please refer to Comexion > My HR > My Benefits > Flexconnect or contact the Human Resources Service Centre at 1 877 351-4100 or People@BellAlliant.ca.

Medical care.

You automatically receive core coverage, or you can choose one of the following:

Details	Option 1 (Core)	Option 2	Option 3
Annual deductible	n/a	nil	nil
<b>Drugs</b>			
Pay direct drug card	n/a	yes	
Reimbursement	n/a	80% maximum \$40 co-pay per month managed formulary	90% maximum \$20 co-pay per month managed formulary
Coverage	n/a	managed formulary	managed formulary
<b>Services and Supplies</b>			
Private duty nursing (maximum reimbursement)	n/a	80% \$10,000/yr	90% \$25,000/yr
• maximum			
Ambulance	n/a	reasonable and customary	reasonable and customary
Vision care (maximum reimbursement per eye exam)	n/a	\$150/24 months children under 18 with prescription change	\$250/24 months children under 18 with prescription change
Supplementary medical coverage	n/a	80% authorized list	90% authorized list
• coverage			
Other medications	n/a	80% \$500/yr per practitioner pharmacy which has no max.	90% \$750/yr per practitioner pharmacy which has no max.
• reimbursement			
• maximum			
Emergency dental	n/a	covered	covered
<b>Hospital</b>			
Hospitalization	n/a	100% Semi-private	100% Private
• reimbursement			
• coverage			
Convalescent hospital	n/a	covered	covered
<b>Out-of-country</b>			
Travel Health Insurance	Employee only	Employee, couple, family	Employee, couple, family
• Coverage			
Emergency Medical referral	100% life time max. of \$204	100% life time max. of \$204	100% life time max. of \$204
Out-of-country	100% life time max. of \$500,000	100% life time max. of \$500,000	100% life time max. of \$500,000
Lock-in period	1 year	1 year	2 years

\*Wherever is covered under your medical plan is covered for travel health insurance

Dental care.

You can opt out of dental (choose Option 1), or you can choose one of the following. Reimbursement is based on the current fee guide for dental services in your province.

Details	Option 1	Option 2	Option 3	Option 4
Annual deductible	n/a	nil	nil	
<b>Type of service</b>				
Basic services				
• reimbursement				
• medical limits (includes endodontics & periodontics)	n/a	50% 1 per year	50% 2 per year	90% 2 per year
Major restorative services (crowns, bridges & dentures)	n/a	nil	50%	70%
• reimbursement				
Annual maximum	n/a	no annual maximum	\$1,500/year for basic and major combined	\$2,000/year for basic and major combined
Orthodontics	n/a	nil	nil	50%
• reimbursement				
• eligibility				
Lock-in period	1 year	1 year	1 year	3 years

Group Assured Access (GAA)\*

If you have waived your flexconnect medical coverage or selected single medical coverage, you will have Single GAA.

If you have selected couple or Family medical coverage, you will have Family GAA.\*

\* If your spouse/common law partner works for Bell Alliant, and you are covered under the same plan, you will not be eligible for GAA. You must be a full-time employee and submit the GAA Waiver form which can be found on Comexion > My HR > My Benefits > Flexconnect.

Details	Option 1 (Core)	Option 2
GAA options	single	family

Health spending account.

You can choose to allocate leftover flex credits, if any, to your health spending account. The amount in your health spending account is not taxed as income and can be used to pay for medical and dental expenses not covered under the above extended medical and dental options or your provincial health plan. Your booklet has a more detailed description of eligible expenses. Reimbursable expenses are defined by the Income Tax Act (Canada).

## APPENDIX R

### Letter of Agreement - Pensions

The Company commits to make the following amendments to Company pension plans for bargaining unit employees. These changes will be implemented as quickly as pension regulatory processes allow.

1. Align the existing defined benefit pension plans to provide a pension formula of one and one-half percent/one percent (1.5%/1.0%) and the best features of the existing plans in the areas of pension supplements, eligibility criteria, survivor benefit, pre-retirement death benefit, eligibility for deferred pension, termination benefit, vesting and indexing. These alignment changes will apply to all years of pensionable service.
2. Improve the formula for the defined benefit pension plan(s) to provide a pension formula of one and three-quarters percent/one and one-quarter percent (1.75%/1.25%) for future years of service only.
3. All employees who participate in the defined benefit pension plan(s) will contribute two and one-half percent (2.5%) of basic wages through payroll deduction to fund the cost of the new pension plan(s). The Company accepts liability for any funding deficits but is not restricted from negotiating future increases in employee contributions.
4. All employees in New Brunswick who currently participate in the defined contribution pension plan, and who converted from the New Brunswick defined benefit plan, will become participants in the improved defined benefit pension plan. The employee's full defined contribution fund balance, excluding additional voluntary contributions, will be transferred to the defined benefit pension fund.
5. All employees in Prince Edward Island, who currently participate in the defined contribution pension plan with a defined benefit guarantee, will remain in their current plan.

6. The Company will introduce a new defined contribution pension plan with the employer and the employee each contributing six percent (6%) of the employee's basic wages. The Company will pay management and administration fees associated with the plan.
7. All employees who currently participate in a defined contribution pension plan, other than those referenced in point #4 or point #5 above, will move to the new defined contribution plan.
8. All new hires will participate in the new defined contribution pension plan.

## **APPENDIX S**

### **Letter of Agreement - Job Sharing**

Pursuant to Article 4.05 of the Collective Agreement:

#### **Letter of Agreement**

Between

**Council of Atlantic Telecommunication Unions (CATU)**

And

**Aliant Telecom Inc.**

**RE: JOB SHARING**

Pursuant to Article 4.05 of the Collective Agreement, CATU and Aliant agree to the attached terms and conditions for employees who wish to participate in a Job Share Arrangement.

Agreed to on this date, April 11, 2005 by:

---

Council of Atlantic Telecommunications Unions

---

Director of Industrial Relations

Attach:

## **JOB SHARE ARRANGEMENT**

### **Introduction**

The workforce now requires more flexibility to keep up with the rapidly changing pace of the work environment and also to help meet lifestyle needs. Some of these lifestyle needs are family related, allowing parents to spend more time with their children or elderly parents. Other employees would like to pursue educational goals or leisure activities, while still others would like to “ease” into retirement more slowly.

Not only are the expectations of employees growing, but companies are facing bigger and bigger challenges - to be profitable, yet continue to meet the increasing expectations of both their employees and their customers. Companies who are responsive to both employee and customer needs will continue to attract and retain the best employees. Job Sharing is one way to meet a need and has been tried and tested in Nova Scotia since 1996.

To allow for the all provinces to adopt this arrangement, the Company and the CATU agree to cap the number of job sharing arrangements at twenty-five (25) [fifty (50) employees] Aliant wide. The Council and the Company will agree on the distribution of these arrangements so as to ensure that all four (4) provinces will be able to have employees participate in this arrangement. Disputes arising from a situation where there are more applicants than available job share arrangements will be settled on the basis of both the timing of the application and seniority, as decided between the Company and the Council.

With sixty (60) days written notice, either the Company or the Council may initiate a re-negotiation of this agreement, should changes be necessary.

### **Definition**

Job Sharing is defined as two (2) regular ELIGIBLE employees sharing a full time position equally in a manner that provides full time coverage.

An ELIGIBLE employee is defined as an employee who, at the time of applying for a job sharing arrangement, is a regular Full Time Employee.

A job sharing arrangement requires that employees be in the same Classification, Work Group and Reporting Centre in order to share a job.

## **Commitment**

Job sharing is an important consideration for both the employee and the Company. An employee considering a job sharing arrangement must fully understand the commitment as expressed in the terms and conditions of the job sharing guidelines. In an effort to meet this requirement, the employee must meet with an Executive of the Local to ensure their full understanding of this commitment. To avoid cyclical requests for job sharing arrangements, any employee submitting a proposal for job sharing must commit to a minimum of one (1) year to have their proposal considered. This commitment will contribute to the credibility of this program and best serve the concerns of all parties involved.

The decision to job share affects other parties as well. The immediate supervisor must consider the operational impact in the Work Group so that the employee, other departments and our customers - both internal and external -are not negatively impacted. The Company makes the final determination on whether a job sharing arrangement is suitable for a particular work environment. There is no obligation on the part of management to approve a job sharing arrangement if they do not see such an arrangement working in their area.

## **Scheduling Structure**

Under a job sharing arrangement, both the duties and responsibilities of a single position are divided to provide total job coverage. In other words, one (1) full time position is being filled. To consider all factors related to benefits and the Collective Agreement, the following schedule must be followed.

Five (5) days are worked one (1) week and zero (0) days are worked in the consecutive week, such that thirty-seven and one-half (37.5)/forty (40) paid hours are worked in a two (2) week period.

Job sharers are not eligible for SDOs as they do not meet the requirements of Article 27.02 f).

## **\*\*ILLUSTRATION OF SCHEDULE**

### **Initiating a Job Sharing Arrangement**

An employee(s) fills out a job share application form and forwards it to the manager in the Work Group to express an interest in job sharing. Initiating a request does not guarantee a job sharing position. This job share application form can be obtained from Connexion.

- a) The manager in each Work Group determines whether or not a job sharing arrangement would be feasible based on the following criteria:
  - i) the job must be shared in a manner which would provide full time coverage
  - ii) customer service levels must be maintained
  - iii) quality service must continue to be provided to our customers
  - iv) productivity must be maintained
  - v) deadlines must continue to be met
  - vi) appropriate communication tools must be available for the job sharers and the manager (voice mail, if required, etc.)
  - vii) minimum training required
- b) A copy of the request and the decision to allow a job sharing arrangement will be forwarded to the Human Resources Centre.
- c) The manager will approach the senior manager in the department for approval.
- d) If the manager determines that a job sharing arrangement can be established in the Work Group, as well as how many positions can be job shared, the following will take place:



- i) If there are two(2) employees applying to job share together, employees will have seven (7) calendar days in which to assess their compatibility and commitment and make a final decision.
- ii) If there is one (1) employee applying for a job share, the manager must approach all employees in that Work Group in writing to advise that there is a job sharing arrangement available, and the employees must respond within fourteen (14) calendar days.
- iii) Notification of all job sharing arrangements must be sent to The Human Resources Coordinator in Industrial Relations and the Member Local of the Council.

### **Terminating a Job Sharing Arrangement**

Both of the selected candidates in the job sharing arrangement have committed to a minimum of a one (1) year term. They must remain in this arrangement until such time as they either post out or are able to be replaced by another approved job sharer.

If one (1) of the job sharers wishes to cease the arrangement, then the Work Group is canvassed to seek another job sharing partner and the process outlined in “Initiating a Job Sharing Arrangement” is carried out again for the available position. If one cannot be found, the employee(s) must apply for posted jobs before the arrangement can cease unless a full time position becomes available in the group.

If one of the job sharers is successful on a job posting, the remaining job sharer becomes the regular Full Time Employee in that position.

If both job sharers wish to cease the arrangement, they both must apply for posted jobs. When one (1) of the job sharers is successful on a job posting, the remaining job sharer will revert back to a regular Full Time Employee.

If the Company wishes to cease the job sharing arrangement, both job sharers are returned to regular Full Time Employees in

the Work Group. Notice will be provided to the employees by their manager that the arrangement will cease. At least four (4) weeks notice will be provided to the impacted employees.

In addition, notification of the termination of a job share arrangement will be sent to Human Resources and the Member Local of the Council.

## **Terms and Conditions**

Employees within the same Classification, Work Group and Reporting Centre, as listed in the Collective Agreement are eligible to participate in a job sharing arrangement.

## **Service and Seniority**

Service will accrue as per the Collective Agreement for Full Time Employees. Seniority will accrue as per the Collective Agreement for Part Time Employees - it will be based on the hours worked.

## **Vacation**

Vacation will be in accordance with Article 26 of the Collective Agreement.

- a) Vacation days will be granted to employees in accordance with their net credited service as of December 31st of the vacation year for which the vacation is being scheduled.
- b) Vacation entitlement will be fifty percent (50%) of their regular entitlement. Example: If an employee has twenty-two (22) years, they are entitled to twenty-five (25) days plus a maximum of four (4) winter bonus days. In the job share arrangement, the same employee will be entitled to twelve and one-half (12.5) regular vacation days and a maximum of two (2) winter bonus days. To clarify, the employee will be paid full tours for these days. The employee will be credited if an adjustment is necessary at year end.
- c) Job sharers are to schedule vacation in accordance with Article 26.06 of the Collective Agreement.

- d) Job sharers may book vacation on weeks they are scheduled to work or weeks they are scheduled off, as long as it is still in accordance with Article 26.06 of the Collective Agreement.

## **Paid Holidays**

Job sharing employees who are required to work on a paid holiday shall receive the greater of one-tenth (1/10th) basic earnings from the preceding pay period or one-twentieth (1/20th) basic earnings from the two (2) pay periods preceding the paid holiday. This payment will not exceed one (1) full day's pay.

## **Hours of Work**

Job sharing employees must be scheduled full tours and during a pay period must be scheduled a minimum of fifty percent (50%) of the standard hours of work.

Some occasions may require a job sharer to work more than their scheduled standard hours of work (i.e., SDB, Child Care Leave); however, this would only be for the purpose of backfilling for their job sharing partner, with the exception of training where both job sharers may be required to attend the same training course. Such occasions will not be considered Overtime and compensated under the terms of Article 23, unless the employee is required to work more than their scheduled hours of work in a day or in excess of seventy-five (75) or eighty (80) hours in a scheduling period. If a job sharing employee is required to work more than fifty percent (50%) owing to a special requirement, this will be built into their work schedule and the appropriate notice will be given to the employee. If seven (7) days notice of additional hours is not required, then a shift change premium will apply to the first tour of additional hours that receives less than seven (7) days notice.

## **Lost Time**

- a) SDB -Job sharers will be paid for SDB days based on a weekly average of the regular earnings during the twenty-six (26) preceding pay periods.
- b) When a job sharer goes on SDB, Child Care Leave, etc., the manager will be able to backfill the work.

This will occur by utilizing one (1) of the following options: with the job sharer's partner, by canvassing the Work Group to find a temporary backfill or fill the other half of the job with a Temporary Employee.

- c) A job sharer will be given fourteen (14) days notice to be brought in full time to backfill for their partner. If fourteen (14) days notice is not given, a penalty will be paid per Article 27.04 of the Collective Agreement.

### **Job Posting**

Job sharing employees are eligible to apply for postings in accordance with Article 13 of the Collective Agreement.

### **Bumping**

If bumping is initiated for one (1) or both of the job sharers as per Article 12 of the Collective Agreement, the sharing agreement will terminate (on paper only) and those employees will revert to Full Time Employees to allow for proper bumping to occur. To clarify, those employees are now Full Time Employees and a bump of either of the job sharers means that the employee is bumping into a full time job.

### **Wage Treatment**

Job sharing employees will be paid on an hourly basis calculated from the appropriate wage scales in the Collective Agreement.

Overtime will be paid in accordance with the Collective Agreement. If Overtime is required, the job sharer working on that day will work the Overtime and the alternate job sharer will not be called in. If it occurs on a day that both job sharers are off, the last sharer scheduled will work.

## ALL OTHER TERMS AND CONDITIONS OF THE COLLECTIVE AGREEMENT APPLY TO THE JOB SHARING EMPLOYEE

Benefits	
Extended Health Care	No Change
Dental	No Change
Group Term Life Insurance	Coverage changed to your basic annual income, x3 rounded to the next even \$1000.00
Optional Insurance	No Change
AD&D	No Change
SDB	Weeks of entitlement in accordance with the Collective Agreement. Rate of pay based on your new basic annual earnings.
WCB	According to provincial rules
LTD	66 2/3% of new basic annual earning
Retirement Income	<p>Eligibility: Service = Service</p> <p>Pension Calculation: Based on total years of FT service plus net value of any additional time worked. Example: If employee has 25 years FT and 5 years job sharing, this equals 30 years and employee is eligible to retire, however has the equivalent of 27.5 years net value in pension income.</p>
ESSP	Monthly contributions based on new basic monthly
Home and Auto Insurance	No Change
Canada Savings Bonds	No Change
Employee Concession	No Change

**\*\* The Company and the Council recognize that there are employees who are presently participating in a job share agreement. It is agreed that the existing agreement will continue in respect to vacations because of the timing of this agreement (April 2005) and the fact that 2005 vacations are already underway. The new agreement will commence with respect to vacations, with the scheduling of 2006 Vacations on October 1, 2005.**

Should a job sharer covered in the previous paragraph, wish to dissolve their agreement before the new job sharer agreement commences, they must do so with sixty (60) days notice to their manager prior to October 1, 2005.

## APPENDIX T

### Memorandum of Agreement

Between

**Bell Aliant Regional Communications LP**  
**(the “Company”)**  
And

**Communications, Energy and Paperworkers Union of  
Canada, Atlantic Communications Council (CEPACC)**

**Whereas** the Company and CEPACC are bound by a Memorandum of Agreement signed July 28, 2010, which includes a Letter of Agreement titled “Sales Incentive Program”;

**And whereas** Article 4.05 of the Collective Agreement between the parties allows amendments to the Letter of Agreement if mutually agreed by the parties;

**And whereas** the Company and CEPACC agree that the “Sales Incentive Program” Letter of Agreement between them should be modified;

**Therefore** the parties agree as follows:

1. There will be a Sales Incentive Program which applies to Consumer Service Representatives (CSRs) in the Consumer Inbound Queue, Business Service Representatives (BSRs) in the Provincial Business Queue, and Telesales Representatives.
2. The Sales Incentive Program will provide a quarterly financial payment to participants who meet certain sales criteria, provided that the company achieves certain revenue criteria.
3. The plan will be based on the company’s regular quarterly financial cycle. The quarterly payout will be made no later than two (2) months from the end of the relevant quarter.
4. The parties acknowledge that any payout earned under the plan is considered taxable income and pensionable

earnings for the year in which it is paid.

5. The plan will be in addition to any other short-term incentive campaigns which the Company implements.
6. Eligibility:
  - a) Participation in the plan will be voluntary on the part of the employee;
  - b) In order to be eligible for any quarterly payment under the plan, the employee must have met or exceeded all non-sales-based (KPIs) for the relevant quarter. The KPIs themselves will be set by the Company annually;
  - c) Where an employee, after investigation, is found to have inappropriately manipulated their performance results, the Company may determine that the employee is ineligible to participate in the plan in the future (in addition to any other discipline). Such a decision by the Company will be considered disciplinary and is grievable.
  - d) Where an employee works in an eligible role for only part of the quarter, for reasons such as (but not limited to) leaving the company (other than termination for just cause), permanent or temporary transfer or reassignment, vacation, sickness, or other leave;
    - i) that employee will be eligible for a payout so long as they have worked at least one (1) full tour in an eligible role during the quarter; and
    - ii) the payout for any such employee will not be on a pro-rated basis, but will reflect the targets actually met during that quarter.
7. Employee Sales Criteria, Targets & Payout:
  - a) The Company will, on a quarterly basis for each



relevant Classification, set:

- i) The sales criterion or criteria on which each employee will be assessed;
  - ii) The target (or series of targets) which each employee has to meet with respect to that criterion or criteria in order to be eligible for any payout;
  - iii) The amount of the payout corresponding to each target (or series of targets).
- b) The Company intends to use Revenue-Generating Units and/or Bundles as the criteria for assessment, and will not use any other basis without the consent of the Council
- c) The Company will set targets and associated payouts. The maximum payout in a quarter will be one thousand and sixty dollars (\$1,260.00), and the Company will not set any different maximum payout without the consent of the Council.

8. Company Financial Criteria:

- a) The Company will, on a quarterly basis for each relevant Classification, set a Company Financial Criterion which must be met in order for any payout under the plan to be made for that quarter.

9. The Company will notify the Council of the Employee Sales Criteria, Targets, Payout, and Company Financial Criteria no later than one (1) month prior to the beginning of each quarter, and will notify employees no later than two (2) weeks prior to the beginning of each quarter.

10. Implementation

- a) There will be a three (3) month pilot phase, to take place no later than the second quarter of 2011, where the plan will be implemented only for eligible CSRs.
- b) At the end of the pilot phase, the Company and the Council will, through the CIF process, review:

- i) Whether the plan successfully incented more sales from participating employees;
    - ii) Whether the employee sales criteria, targets, and payouts were appropriate;
    - iii) Whether the administration of the plan was effective;
    - iv) Whether the plan was subject to unexpected manipulation by employees;
    - v) Any other relevant questions arising from the pilot.
  - c) If after review, the Company and the Council agree that the full implementation of the plan is appropriate, full implementation will occur within two (2) months. The parties intend that full implementation will take place no later than October 1, 2011.
11. If the Company or the Council is of the view that the Plan is no longer working, the parties may come to an agreement through CIF to cancel the plan.

Signed at Saint John, NB on November 4, 2010.

For the Council

For Bell Aliant Regional  
Communications, Limited  
Partnership, and its general  
partner Bell Aliant Regional  
Communications, Inc.

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Penny Fawcett

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Fred Crooks

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Phil Briffett

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Joan Penney



## **APPENDIX U**

### **Memorandum of Agreement - Technician Sales Incentive Plan**

Pursuant to Article 4.05 of the Collective Agreement:

Between

**Bell Aliant Regional Communications L.P.**  
**("Bell Aliant")**  
And

**CEP Atlantic Communications Council**  
(CEPACC) (formerly the Council of Atlantic Telecommunication  
Unions (CATU))

**Whereas** Bell Aliant wishes to introduce a Technician Sales Incentive Plan for Customer Service Technicians and Business Service Technicians of the Company;

**And whereas** Bell Aliant and CEPACC wish to set out the terms of their agreement in relation to the technician sales plan herein;

**Now therefore** the parties agree as follows:

1. a) Bell Aliant and CEPACC agree to the implementation of a Technician Sales Incentive Plan (the "TSIP") as described in Schedule A attached hereto, on July 21, 2006, and that there will be no grievances from CEPACC or its Member Locals as a result of the structure, content, or implementation of the TSIP. The normal grievance/arbitration process in the Collective Agreement will apply in the case of any concerns with the application of the TSIP.
- b) If an amendment is required to the TSIP, Bell Aliant and CEPACC agree that CEPACC will not unreasonably withhold such approval except that amendments to the TSIP involving: (i) contests; or (ii) amendments designed to be short term and where any resulting

benefits are of a non-financial, nominal or immaterial nature; will not require approval from CEPACC.

- c) In the event that Bell Aliant and the Union are not able to reach agreement and Bell Aliant believes that the Union's approval has been unreasonably withheld, the parties agree that the issue will be remitted to an arbitrator and decided by that arbitrator within thirty (30) days and prior to amendment of the TSIP.
2. Bell Aliant and CEPACC agree that Bell Aliant can withdraw the TSIP with a minimum of one (1) month written notice to CEPACC.
3. CEPACC acknowledges that the TSIP is different from other incentive plans for other groups of CEPACC members within Bell Aliant.

Agreed this 21st day of July, 2006.

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Bell Aliant

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CEP Atlantic Communications Council

## **APPENDIX V**

### **Memorandum of Agreement - Late Payment Charges**

Pursuant to Article 4.05 of the Collective Agreement:

Between

**Aliant Telecom Inc.**

And

**The Council of Atlantic Telecommunication Unions (CATU)**

Corporate Credit Card - Late Payment Charges

November 19, 2004

Dean MacDonald

Co-Chair CATU

Chuck Shewfelt

Co-Chair CATU

Dear Dean and Chuck,

Subject: Corporate Credit Card - Late Payment Charges

The Company and the Council agree that bargaining unit employees will use the corporate credit card in accordance with Article 19 (Travel and Expenses) of the Collective Agreement.

The Company does not intend to penalize employees with legitimate reasons (for example - sickness, vacation, and valid workload requirements) for late payments that result in the application of late payment charges associated with unpaid amounts on the corporate credit cards.

The Company has been tolerant in the past and will continue to

be so in the future but will not be tolerant with habitual late payment offenders who do not have legitimate reasons for late payments.

**For the Company**

Dave Curnew  
Patrick O'Brien

**For the CATU**

Dean MacDonald  
Charles Shewfelt

Date: DEC 8 2004



## **APPENDIX W**

### **Memorandum of Agreement - Permanent Transfer Settlement**

Pursuant to Article 4.05 of the Collective Agreement:

Between

**CEP Atlantic Communications Council**  
(hereinafter referred to as the “Council”)

And

**Bell Aliant Regional Communications, L.P.**  
(hereinafter referred to as the “Company”)

#### **Settlement Agreement**

**Whereas** the Council filed Nova Scotia Grievance (2005-0001-1) and Prince Edward Island Grievance (2005-0007-2) in respect of certain transfers undertaken by Aliant Telecom Inc.;

**And whereas** the Council, on behalf of Bill Walsh, filed Nova Scotia Grievance (2005-0030-1) and Nova Scotia Grievance (2005-0068-1) in respect of certain transfers undertaken by Aliant Telecom Inc.;

**And whereas** Aliant Telecom Inc. and the Council agreed to a consolidation of these four grievances (“the Grievances”);

**And whereas** an arbitration of the Grievances was scheduled to be heard by Innis Christie on October 5 & 6, 2006;

**And whereas** the Company is the legal successor to Aliant Telecom Inc.;

**And whereas** the parties have agreed to resolve the Grievances on mutually acceptable terms and conditions;

**Now therefore** the parties agree as follows:

- 1) The Council will withdraw the Grievances.
- 2) The Company will consult with the Council prior to issuing any notice pursuant to Article 33.02 or Article 33.03. The purpose of such consultation will be:
  - a) for the Company to explain the reasons for and context of its decision, including whether there is any intention to backfill behind the employee being transferred; and
  - b) for the Council to suggest any other solutions which do not involve permanent transfer.

Any such discussion will be for consultation only, and the Company does not require the Council's consent to invoke Article 33.02 or Article 33.03.

- 3) In any case where the Company has transferred an employee pursuant to Article 33.02 or Article 33.03 without intending to backfill behind that transferred employee, but within twelve (12) months the Company considers backfilling behind that employee because of unanticipated circumstances, the Company will further consult with the Council before backfilling. The purpose of such consultation will be:
  - a) for the Company to explain the reasons for and context of its decision; and
  - b) for the Council to suggest any other solutions which do not involve backfilling.

Any such discussion will be for consultation only, and the Company does not require the Council's consent to backfill.

- 4) Nothing in this Settlement Agreement precludes the right of the Council to grieve when the Council believes there has been a violation of the Collective Agreement, or of this Settlement Agreement.

Agreed to this 10th day of October, 2006.

CEP Atlantic Communications Council

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Bell ALIANT REGIONAL Communications, L.P., by its General Partner, Bell Aliant Regional Communications Inc.

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## **APPENDIX X**

### **Memorandum of Agreement - Employee Incentive Plans Settlement**

Pursuant to Article 4.05 of the Collective Agreement:

Between

**Aliant Telecom Inc.**  
(the “Company”)

And

**CEP Atlantic Communications Council (CEPACC)**  
(formerly the Council of Atlantic Telecommunication Unions  
(CATU))

**Whereas** CATU [through a member union, AC&TWU] filed a grievance # CATU-2005-0045-1 (formerly AC&TWU 0307) concerning the implementation of an incentive plan for its members;

**And whereas** the Company wishes to introduce a new incentive plan for members of CEPACC;

**And whereas** the Company and CEPACC wish to resolve the above-noted grievance on the terms set out herein;

**Now therefore** the parties, on a without prejudice basis, agree as follows:

1. The Company and CEPACC agree that grievance # CATU-2005-0045-1, dated July 8, 2005, which was initiated on behalf of CEPACC’s members will be withdrawn.
2. The Company and CEPACC agree that grievance # ACTWU 03-07, dated November 3, 2003, which was initiated on behalf of ACTWU’s members, will be withdrawn.
3. a) The Company and CEPACC agree that the implementation, or amendment, of employee incentive programs of a financial nature involving

CEPACC members will be approved by CEPACC and that CEPACC will not unreasonably withhold such approval, except that: (i) contests; or (ii) programs designed to be short term and where any resulting benefits are of a non-financial, nominal or immaterial nature; will not require approval from CEPACC.

- b) In the event that the Company and the Union are not able to reach agreement and the Company believes that the Union's approval has been unreasonably withheld, the parties agree that the issue will be remitted to an arbitrator, and decided by that arbitrator within thirty (30) days and prior to implementation or amendment of the employee incentive program.
- 4. The Company and CEPACC agree that the Company can withdraw any or all incentive programs with a minimum of one (1) month written notice to CEPACC.
- 5. CEPACC agrees that there can be different incentive programs for different groups of CEPACC members within the Company as determined by the Company. Not all members of CEPACC will be eligible to participate in incentive programs.
- 6. CEPACC agrees that the Consumer Service Representatives (CSR) Incentive Program implemented by the Company in April, 2005 will remain in place and that there will be no grievances from CEPACC or its Member Locals as a result of the structure, content or implementation of this program. The normal grievance/arbitration process in the Collective Agreement will apply in the case of any concerns with the application of the CSR Incentive Program.
- 7. CEPACC agrees that the Business Service Representatives (BSR) Incentive Program implemented by the Company on February 1, 2006 will remain in place and that there will be no grievances from CEPACC or its Member Locals as a result of the structure, content or implementation of this program. The normal grievance/arbitration process in the Collective Agreement will apply in the case of any concerns with the application of the BSR Incentive Program.

8. It is the intention of the Company and of CEPACC to negotiate an incentive program for Consumer Service Technicians (CST) and Business Service Technicians (BST), before July 16, 2006.

Agreed this 2nd day of June, 2006.

Aliant Telecom Inc.

  
  

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CEP Atlantic Communications Council

  
  

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## APPENDIX Y

### Letter of Intent - Post Retirement Benefits

The following is included for information purposes only and does not form part of this Agreement and therefore, is not subject to the grievance and arbitration procedure.

September 2, 2004

Ervan Cronk  
Co-Chair CATU

Dean MacDonald  
Co-Chair CATU

Dear Sirs,

#### **Subject: Post Retirement Benefits**

The Company commits that the existing Aliant Group Insurance, Dental and Medical Insurance Benefits programs, covering retired employees in each province will remain in place for current retirees. The Company intends to develop and implement a new single Aliant Group Insurance, Dental and Medical Benefits program for future retirees. The detailed design and the time frame for implementation have not yet been determined. In the interim, employees who retire will be covered under the Aliant Group Insurance, Dental and Medical Insurance Benefits program as it currently exists in their province.

Yours truly,

S. R. Duggan  
Vice President Human Resources  
Aliant Telecom Inc.

## **APPENDIX Z**

### **Memorandum of Agreement**

Between the

**Communications Energy and Paperworkers Union of  
Canada, Locals 401,410,506 and 2289**  
Members of the

**CEP Atlantic Communications Council**  
(Council)

And

**Bell Aliant Regional Communications, Limited Partnership**  
(Company)

The Company and the Council recognize that it is in their mutual interest to bargain a new Collective Agreement prior to the expiry of the current agreement, and therefore agree to the following terms, subject to ratification:

1. The new Collective Agreement will comprise all of the current Collective Agreement except as specifically amended in a), b) and c), below.
  - a) The Agreement will be effective January 1, 2008 and will expire December 31, 2011.
  - b) The wage scales will be adjusted on the following basis:
    - January 1, 2008, increased on all steps by 2%
    - January 1, 2009, increased on all steps by 2%
    - January 1, 2010, increased on all steps by 1.75%
    - January 1, 2011, increased on all steps by 1.75%
  - c) All references to the names of the employer and the council will be corrected.
2. All employees employed in the bargaining unit by the

Company on September 20, 2004 will be credited with their service lost due to the strike to a maximum of one hundred and forty-six (146) days. This additional service will apply to all benefits under the Collective Agreement including vacation entitlement, severance calculation, and Sickness Disability Benefits. Except for those employees affected by 3 below, the additional service will not apply to pension calculations.

3. Bargaining with employees employed by the company on September 20, 2004 who are eligible for a pension and who retire during the term of the new Collective Agreement will be entitled to use the service credit in 2 above for the purpose of pension calculations under the terms of the pension plan in effect for the employee immediately prior to September 20, 2004.
4. Nothing in this agreement prevents either party from making any applications under the Canada Labour Code and, in particular, Sections 18.1 or 35.

Except for a determination of whether particular positions, jobs or occupations are within the scope of the existing bargaining unit, as contemplated by Article 4.04 of the Collective Agreement, applications made by either party during the term of the Agreement relating to the structure and scope of the overall nature of the description of the employer concerning the bargaining unit will not be effective earlier than the 1st day of January, 2012.

Except for a determination of whether particular positions, jobs or occupations are within the scope of the existing bargaining unit, as contemplated by Article 4.04 of the Collective Agreement, neither party will seek an Order from the Canada Industrial Relations Board for an effective date prior to the 1st day of January 2012 relating to an application pursuant to Section 18.1 or 25 unless agreed otherwise.

Notwithstanding the foregoing, the parties recognize that the Canada Industrial Relations Board has jurisdiction to set whatever date it deems appropriate. Should the Board order an effective date prior to the 31st of December,

2011, the parties will meet to discuss a process for the orderly implementation of the that Order.

5. The parties recognize the need to develop more effective and efficient means of resolving differences and of making necessary amendments to the Collective Agreement during its term. To that end, the Company and the Council commit to the development and, where agreed, the implementation of alternative bargaining and dispute resolution systems early in the term of this agreement. As soon as possible the parties will ask the Federal Conciliation and Mediation Service to assist in this development. It is understood that senior executives of the company and the officers of the Council will actively participate in any training for, or implementation of such alternative systems. The Company will pay reasonable associated travel, accommodation and lost wage costs for the employees who are Council participants.
6. The Company will pay the lost wages incurred by up to two (2) employees per local who are on leave as representatives of the Council to hold ratifications meetings for this tentative agreement or ratification meetings for amendments made to the Collective Agreement during the term of that Agreement.

Signed at \_\_\_\_\_

For Bell Aliant Regional  
Communications, Limited  
Partnership, and its general  
partner Bell Aliant Regional  
Communications, Inc.

For the Council

\_\_\_\_\_  
Fred Crooks

\_\_\_\_\_  
Penny Fawcett

\_\_\_\_\_  
David Rathbun

\_\_\_\_\_  
Phil Briffett

\_\_\_\_\_  
Patrick O’Brien

\_\_\_\_\_  
Noel Pauley

\_\_\_\_\_  
Elizabeth Spinney

\_\_\_\_\_  
Chuck Rouse

\_\_\_\_\_  
Mary Croke

\_\_\_\_\_  
Joyclin Coates

\_\_\_\_\_  
Dean MacDonald

\_\_\_\_\_  
Chuck Shewfelt

## APPENDIX AA

### Letter of Agreement - Classification Flexibility by Geographic Area

1. **Community Technicians:** Technicians with Reporting Centres within Rural Areas (as defined by an Agreement between the parties) will be referred to as Community Technicians, and the following rules will apply to the assignment of work to Community Technicians:
  - a) Each Community Technician will have a primary Classification of either Consumer Service Technician (CST), Business Service Technician (BST), Cable Technician (CT), or Network Technician (NT). Incumbents at the time this Agreement is implemented will retain their current Classification as the primary Classification.
  - b) Each Community Technician will receive equipment and training, including safety training, to ensure they are able to safely perform a reasonable number of functions within their non-primary Classifications.
  - c) Where Classification is relevant for any Collective Agreement purpose (e.g. vacation, wages, SELQs) the primary Classification will be used for any Community Technician; however, Scale 13 rather than Scale 13a will be used where the Community Technician's primary Classification is CST. For greater certainty, if a Pool CST or a CST on wage scale 13a performs the role and functions of a Community Technician, they will be compensated for the hours worked in those roles based on wage scale 13.
  - d) To the greatest practical extent, Community Technicians will be assigned work in their primary Classification.
  - e) Within the service area covered by their Reporting Centre, a Community Technician may be assigned any work within the CST, BST, CT or NT Classification,

provided that they are trained for the work and able to do the work safely.

- f) Where, over the course of one (1) year or longer, a Community Technician works two thousand and eighty (2,080) hours in any of their three (3) non-primary Classifications, they will meet the SELQs for that Classification.
- g) Where, over the course of one (1) year or longer, a Community Technician works one hundred and twenty (120) hours in any of their three (3) non-primary Classifications, they will meet the definition of “actual experience” in that Classification for the purposes of Article 12.11.
- h) If a Community Technician is temporarily reassigned outside of their Reporting Centre, the assignment of work will be as follows:
  - i) If the assignment is to backfill for a particular employee, the Community Technician will perform all of the work of that employee (i.e. as a Community Technician or Combination Technician as appropriate) so long as the Community Technician has sufficient ability to safely perform the work;
  - ii) In any other case, the Community Technician will perform only the work of a single Classification.
- i) If another employee is temporarily reassigned to backfill for a Community Technician, that employee will also perform the work of a Community Technician provided that the employee can do so safely.
- j) Where a Community Technician position becomes vacant and is posted, the posting will make clear that the position is a Community Technician position. The presumption will be that the posting will be for the primary Classification of the previous incumbent, unless there has been a significant change in the nature of the work performed by that position, in which case the Council will be notified of the change.

**K) Designation of Community Technicians:**

The designation of Community Technicians, including both the identification of Community Technicians and the determination of the primary Classification, will only occur where there is agreement between the Company and the Council. After the implementation of this Agreement, the designation will be done by a permanent Joint Committee, consisting of four (4) Council Representatives (one [1] from each of the four [4] provinces) and up to four (4) Company representatives.

- i) The designation will include confirmation of the primary Classification for the Community Technician.
- ii) A Community Technician will be designated by the Joint Committee where it is necessary in order to provide cost-effective customer service. This will be determined based on the following criteria:
  - (1) Technician workload within the service area;
  - (2) The pattern of using Classification flexibility within the service area;
  - (3) Input from the incumbents in the area in question.
- iii) The Company will not unreasonably request a designation of a Community Technician where it cannot demonstrate that the designation is necessary in order to provide cost-effective customer service. Where accurate, objective data shows that the designation is necessary in order to provide cost-effective customer service, the Joint Committee will not unreasonably refuse designation.
- iv) Where an incumbent Community Technician is replaced through a job posting, the posting will automatically be for a Community Technician without the need for a new designation by the Joint Committee. The presumption will be that the posting will be for the same primary



Classification as the previous incumbent, unless there has been a significant change in the nature of the work performed by that position, in which case, the committee will meet to discuss the changes and to consider a change in the primary Classification for the employee who is successful in the posting.

- v) If the Company determines that an incumbent Community Technician will not be replaced through a job posting, the Joint Committee will still need to approve the designation of any other employee in that Reporting Centre as a Community Technician.

2. **Combination Technicians:** Where the technician is neither in a Rural Area nor one of the Ten Cities (both of which are defined in an Agreement between the parties), the technician may, in accordance with this Agreement, be designated a Combination Technician.
  - a) Each Combination Technician will have a primary Classification of either CST, BST, CT or NT. Incumbents at the time this Agreement is implemented will retain their current Classification as the primary Classification.
  - b) Each Combination Technician will also have a designated secondary Classification of either CST, BST, CT or NT.
  - c) Each Combination Technician will receive equipment and training, including safety training, to ensure they are able to safely perform a reasonable number of functions within their secondary Classification.
  - d) Where Classification is relevant for any Collective Agreement purpose (e.g. vacation, wages, SELQs) the primary Classification will be used for any Combination Technician; however, Scale 13 rather than Scale 13a will be used where the Combination Technician's primary Classification is CST. For greater certainty, if a Pool CST or a CST on wage scale 13a performs the role and functions of a Combination

Technician, they will be compensated for the hours worked in those roles based on wage scale 13.

- e) To the greatest practical extent, Combination Technicians will be assigned work in their primary Classification.
- f) Within the service area covered by their Reporting Centre, a Combination Technician may be assigned any work within their secondary Classification, provided that they are trained for the work and able to do the work safely.
- g) Where, over the course of one year or longer, a Combination Technician works two thousand and eighty (2,080) hours in their secondary Classification, they will meet the SELQs for that Classification.
- h) Where, over the course of one (1) year or longer, a Combination Technician works one hundred and twenty (120) hours in their secondary Classification, they will meet the definition of “actual experience” in that Classification for the purposes of Article 12.11.
- i) If a Combination Technician is temporarily reassigned outside of their Reporting Centre, the assignment of work will be as follows:
  - i) If the assignment is to backfill for a particular employee, the Combination Technician will perform all of the work of that employee (i.e. as a Community Technician or Combination Technician as appropriate) so long as the Combination Technician has sufficient ability to safely perform the work;
  - ii) In any other case, the Combination Technician will perform only the work of a single Classification.
- j) If another employee is temporarily reassigned to backfill for a Combination Technician, that employee will also perform the work of a Combination Technician provided that the employee can do so safely.

**k) Designation of Combination Technicians:**

The designation of Combination Technicians, including both the identification of Combination Technicians and the determination of primary and secondary Classification, will only occur where there is agreement between the Company and the Council. With respect to incumbents at the time this Agreement is implemented, that designation will be done by a sub-committee of CIF. After the implementation of this Agreement, the designation will be done by a permanent Joint Committee, consisting of four (4) Council Representatives (one [1] from each of the four [4] provinces) and up to four (4) Company representatives.

- i) The designation will include confirmation of both the primary and secondary Classifications for the Combination Technician.
- ii) A Combination Technician will be designated by the Joint Committee where it is necessary in order to provide cost-effective customer service. This will be determined based on the following criteria:
  - (1) Technician workload within the service area;
  - (2) The pattern of using Classification flexibility within the service area;
  - (3) Input from the incumbents in the area in question.
- iii) The Company will not unreasonably request a designation of a Combination Technician where it cannot demonstrate that the designation is necessary in order to provide cost-effective customer service. Where accurate, objective data shows that the designation is necessary in order to provide cost-effective customer service, the Joint Committee will not unreasonably refuse designation.
- iv) Where an incumbent Combination Technician is replaced through a job posting, the posting

will automatically be for a Combination Technician without the need for a new designation by the Joint Committee. The presumption will be that the posting will be for the same primary and secondary Classifications as the previous incumbent, unless there has been a significant change in the nature of the work performed by that position.

- v) If the Company determines that an incumbent Combination Technician will not be replaced by a job posting, the Joint Committee will still need to approve the designation of any other employee in that Reporting Centre as a Combination Technician.
- 3. The parties acknowledge that the Company will be required to track the number of hours worked by a Community or Combination Technician in their non-primary Classification(s). Before the implementation of this Agreement, the Company will report to the Council on the mechanism it develops to track such hours, and will seek the Council's input. After the first six (6) months of implementation of this Agreement, the parties will revisit this tracking mechanism, consider whether it has proven effective, and revise if necessary.

#### **Ten Cities:**

- 4.
  - a) There will be no Community or Combination Technicians within the Ten Cities (defined by an Agreement between the parties).
  - b) Where a Community or Combination Technician is temporarily re-assigned to a Reporting Centre within one (1) of the Ten Cities, they will only be assigned the work of only one (1) Classification for the period of the temporary re-assignment, and they will be compensated according to Article 17.07.

## **APPENDIX BB**

### **Letter of Agreement - Transporting Generators**

1. The parties agree that the transportation of generators is bargaining unit work.
2. Managers will only transport generators in the circumstances reflected in Article 4.08 of the Collective Agreement.
3. For greater certainty, with respect to transporting generators, the “emergency” provision in Article 4.08 a) refers to cases where the work is necessary for service restoration in an emergency, and no trained unionized employee is available to do the work because of distance or because of work demands due to the emergency.
4. Notwithstanding anything else in this agreement, the transportation of generators will only be done by personnel who have the appropriate training to do the work safely.

## APPENDIX CC

### Letter of Agreement - Project Term Workforces

1. The parties agree that, where desirable in order to complete project work which will last for a relatively short, definable period (the “Project Term”), the Company may create Project Term workforces.
2. A Project Term workforce will be used only on projects of a definable Project Term, which respond to immediate needs driven by engineering or marketing.
3. Before any Project Term workforce is formed, the Company will meet with the Council to agree on
  - a) the scope of work for the project;
  - b) the Project Term;
  - c) the maximum size of the Project Term workforce;
  - d) plans for backfilling for existing employees who join the Project Term workforce, if necessary;
  - e) the proportion of external hires to internal employees for the project;
  - f) how the proportion of internal to external employees will be handled during wind-down of the project.

Any such agreement may be subsequently modified with the agreement of both parties. Such requests will not be unreasonably made or denied. Where the parties are unable to agree, the issue will be brought to the CIF process for resolution.

4. A Project Term workforce will comprise both external hires and existing employees who post into roles with the project, subject to the proportions agreed upon. Where meeting this proportion proves impossible because there are not enough internal or external applicants, the proportion requirement is waived. However, where there are additions to the Project Term workforce during the

Project Term, including replacement where vacancies are created, such additions will be in accordance with the proportion originally agreed.

5. The Project Term workforce will be expected to work for the duration of the Project Term, notwithstanding any limits in the Collective Agreement on the duration of temporary reassignments or temporary hires.
6. The selection of existing employees into a Project Term workforce will be done by posting, open to all Regular Employees who:
  - a) meet the criteria listed in Article 13.04 of the Collective Agreement;
  - b) agree to any particular travel requirements which are stated in the posting;
  - c) agree to any vacation scheduling requirements which are stated in the posting;
  - d) agree to stay in the project role for the entire Project Term, unless they are the successful applicant on another regular job posting.
7. Existing Temporary Employees may apply for postings to a Project Term workforce, and if successful, may work the duration of the Project Term. At the end of the Project Term, any such Temporary Employee will not be re-hired by the Company as a Temporary Employee within six (6) months of the end of the Project.
8. With respect to external hires assigned to a Project Term workforce:
  - a) External hires will be subject to all aspects of the Collective Agreement applicable to Temporary Employees unless this Agreement gives them other specific rights;
  - b) After six (6) months in the role, and continuing through the Project Term, external hires will receive the progressional increases in accordance with the terms of the Collective Agreement;

- c) External hires will not be eligible to participate in the Company's pension plan, the employee concession plan, the employee unit purchase plan, or any other company benefit plan with the exception of the Flexconnect plan;
  - d) External hires will have no guarantee of any further employment after the Project Term;
  - e) External hires will not have the right to post to any other position during the Project Term;
  - f) External hires will be paid according to the pay scale appropriate to their Classification as of their time of hire.
9. If the Company decides to backfill for existing employees who post to a Project Term workforce, they will be backfilled by either a temporary hire or a temporary reassignment. Any such temporary hire or temporary reassignment may last the entire Project Term, notwithstanding any limits in the Collective Agreement.
10. Each employee in the Project Team workforce will be assigned a Reporting Centre for the purposes of determining expenses. Existing employees who post into a Project Term workforce will not be entitled to relocation costs.
11. If vacancies arise in the Project Term workforce during the Project Term which must be filled, the replacement employee will serve only for the remainder of the Project Term. The vacancy will not be filled if it is the result of a termination by the Company for any reason other than just cause.
12. The Project Term workforce will receive applicable progressional increases and wage increases during the Project Term pursuant to the Collective Agreement.
13. For existing employees who post to the Project Term workforce into a different Classification, time worked in that Classification amounts to "experience" in the Classification for the purposes of Article 12.11.



14. At the end of the Project Term, the existing employees who posted to the Project Term workforce will:
  - a) return to their previous positions, unless they have posted out to a new regular position; and
  - b) when returning to the previous wage scale, return to a step that is no lower than the step the employee would have achieved had they not posted to the Project Term workforce.
15. At the end of the Project Term, external hires from the Project Term workforce will be considered external hires for the purposes of any future postings at Bell Aliant. If the employee is hired, Article 11.10 will apply with respect to bridging of seniority and service.
16. Despite the foregoing, the Company and the Council may mutually agree that external hires into the Project Term workforce may be eligible for certain postings.

Where, as a result of such a posting, an external hire is hired as a Pool CST I from a Project Term Workforce, that external hire will carry over any benefits received in the Project Term Workforce, even if they would be otherwise ineligible for such benefits as a Pool CST I; such benefits will operate on the same basis as for other Pool CST Is. However, hours served in the Project Term Workforce will not count toward the threshold of two thousand (2,000) hours worked in the CST Pool.

Where, as the result of such a posting, an external hire is hired as a Pool CST I, and subsequently posts to a non-Pool role, that employee's Net Credited Service, including service in the Project Term Workforce and in the Pool, will be bridged after the employee has been on the payroll for at least one (1) year and the combined total of service equals five (5) years or more.

## APPENDIX DD

### Letter of Agreement - Use of Retirees as Contractors

1. The Company will not allow any contractor to assign bargaining unit work to anyone who has retired from the Company:
  - a) within the first twelve (12) months of their retirement; or
  - b) if the retiree received a severance from the Company, for the period reflected in the severance, whichever is greater.
2. This Letter of Agreement does not require the Company to remove contractors already working as of October 1, 2010, except with respect to contractors working on FibreOP. With respect to contractors working on FibreOP, the Company will remove contractors described above as soon as possible, and no later than March 31, 2011. Contractors removed in accordance with this Agreement will not be reassigned to bargaining unit work for twelve (12) months from their date of removal.





## **APPENDIX EE**

### **Letter of Agreement - Satisfactory Performance**

The parties agree that, if the Company changes its performance rating method, the parties will agree upon the appropriate definition of “a satisfactory performance record” for the purposes of Article 13.04, and will replace the phrase “(meaning that the employee’s most recent performance rating was “Achieves” or “Exceeds”)” with new language reflecting the new performance rating method. The general principle will be that “a satisfactory performance record” means the employee has met or exceeded expectations in all areas being assessed.



## **APPENDIX FF**

### **Agreement**

Between

**Communications, Energy and Paperworkers Atlantic  
Communications Council (CEPACC)**  
(formerly Council of Atlantic Telecommunications Unions (CATU))

And

**Bell Aliant Communications LP**  
(formerly Aliant Telecom Inc.)

**Shift Scheduling for Tours >10 Hours to a maximum of  
12 per Article 27.02 e)**  
For

---

(Group Name Identified)

Start date:\_\_\_\_\_ Year\_\_\_\_\_

It is understood that the purpose of this agreement is to outline arrangements with respect to the standard hours of work as provided for in Article 4.05 and Article 27.02 e) of the Collective Agreement.

These arrangements will be discontinued at any time at the request of the Company, the Council or any of the employees directly affected by the change with eight (8) weeks written notice (27.02 e)). Withdrawal from this arrangement by any employee(s) does not necessarily cancel this agreement for the remaining employees. All employees of any workgroup are not necessarily required to participate in this arrangement. If the Company deems there are enough interested employees in the scheduling arrangement to continue, the arrangement will

remain for those employees. If not, the arrangement will be cancelled with eight (8) weeks written notice provided.

It is also understood that management may temporarily suspend this special scheduling arrangement for all, or any portion of the workforce, due to special operating requirements, special assignments, vacation, training, etc. In such cases, affected employees will be given as much notice as possible before they are required to revert to normal shift scheduling.

Any complaints arising from the interpretation or alleged violation of the terms of this agreement shall be subject to the normal grievance or arbitration procedure. Any problems not covered by this agreement shall be handled by discussions between representatives of the Company and the Council. Any addendum to this agreement shall be approved by the Company and the Council. The content of this agreement shall be reviewed, updated as required and signed/re-authorized coincident with the renewal of the associated Collective Agreement.

### **Holiday Pay**

- 25.06      a) A Full Time Employee not required to work on a paid holiday will receive holiday pay equal to the basic wages for the Standard Working Day.
- 25.06      b) i) The following conditions will apply to employees who are scheduled to work on paid holidays: It is agreed for all paid holidays except Christmas Day and New Year's Day, employees will be paid one and one-half (1.5) times their Basic Wage Rate, in addition to their holiday pay for all hours worked within their scheduled shift that falls within the holiday, instead of their Standard Working Day as outlined in the Collective Agreement. Any hours worked outside of the holiday during the shift will be paid at Basic Wage Rates.
- ii) Employees who work on Christmas Day or New Year's Day will, in addition to their holiday pay, be paid two (2) times their Basic



Wage Rate for all time worked within their scheduled shift that falls within the holiday, instead of their Standard Working Day as outlined in the Collective Agreement. Any hours worked outside of the holiday during the shift will be paid at Basic Wage Rates.

## **Hours of Work**

By mutual agreement between the parties, the scheduled tours can be greater than ten (10) hours to a maximum of twelve (12) in a scheduled workday.

1. It is agreed that employees covered by this Agreement will only be scheduled for two (2) consecutive night tours; this can be extended to a maximum of five (5) nights with the permission of the employee (night tours would be those encompassing some or all the hours between 12 midnight [24:00] and 7:00 a.m. [07:00]).
2. It is agreed that employees will not “routinely” work more than their scheduled tour to facilitate time off their regular schedule at a later date.

The Standard Hours of Work may exceed the standard hours set in Article 27.01 of the Collective Agreement based on an averaging process. However,

- a) No averaging period will exceed eight (8) weeks; and
- b) The averaging period for any modified work schedule will begin on the same day for all employees who are under the modified work schedule.

All other provisions of the Collective Agreement apply except as amended by this agreement.

## **SDO**

Employees covered under this Agreement are enrolled in SDO's.

## **Overtime**

All Overtime which is continuous to a twelve (12) hour shift will be paid at double time as per the Collective Agreement.

## **Meal Period**

27.05      The standard unpaid meal period will be one (1) hour and will be taken at or near the midpoint of the tour. This meal period may be adjusted to thirty (30) minutes by mutual agreement between the employees and management.

## **Rest Periods**

27.06      Employees will be entitled to two (2) fifteen (15) minute paid rest periods, one (1) rest period will be given in the first half of the tour and the second rest period will be given in the second half of the tour.

## **Annual Vacations**

For the purposes of scheduling vacations, each working day scheduled as vacation is equivalent to the number of hours in the Standard Working Day (seven and one-half [7.5] or eight [8] hours) per the Collective Agreement. The scheduling period begins on October 1st of the year previous and ends on November 30th.

- Employees can make changes to their approved vacation schedule throughout the vacation year. When an employee requests a vacation change within the current two (2) week Scheduling Period, and the day requested is one where they are scheduled to work twelve (12) hours, if the vacation day can be granted, then twelve (12) hours of vacation can be deducted from their vacation allotment. Vacation allotment remaining in the year should reflect this change.

The vacation scheduling group outlined in 26.06 e) discusses situations which make a single vacation scheduling group reporting to the same supervisor impractical. It is understood that the 12 hour shift arrangement would be considered one of these situations.

## **Sickness Absence**

Any sickness benefits granted at the discretion of the Company shall recognize the hours of paid absence as equal to the regularly scheduled tour; e.g. an employee scheduled for a twelve (12) hour tour who is absent one (1) day due to sickness and who is granted sickness benefits for such absence shall be recorded as receiving thirty percent (30%) of a week's sickness pay (one and one-half [1.5] regular days) for a forty (40) hour per week employee or thirty-two percent (32%) of a week's sickness pay (one and three-fifths [1.6] regular days) for a thirty seven and one-half (37.5) hour a week employee.

## **Minimum Rest Period**

- 27.07      a) In the work schedule, employees will have a minimum of twenty-four (24) hours of rest between the end of one (1) scheduled tour and the scheduled tour when they are changing from days to nights or nights to days.

## **Witness and Jury Duty / Bereavement Leave**

When an employee is granted leave for witness or jury duty or for bereavement, they will be credited for the regular number of hours they were scheduled to work on that day. Per Article 18.08 a) of the Collective Agreement, the leave will not exceed forty (40) hours of scheduled work time.

Sign-up Sheet

12 HR SHIFT SCHEDULING

Employees involved (please print)	Employees involved (signature)

**\*In Witness Whereof** the parties hereto have caused this agreement to be executed by duly authorized representatives.

CEPACC \_\_\_\_\_

Manager \_\_\_\_\_

Labour Relations \_\_\_\_\_

Please attach copy of schedule for review.

## APPENDIX GG

### Letter of Agreement - Restriction on Contracting Out

The parties intend that the creation of a CST Resource Pool, the introduction of Community Technicians and Combination Technicians, and the agreement respecting Project Term workforces, will result in a significant, measurable reduction in the number of contractors used within Regional Services. Accordingly, the parties agree as follows:

1. The Company agrees that, once the parties have determined that the CST Resource Pool is fully operational, the Company will reduce the total number of contractors performing CST work by twenty percent (20%) per year for three (3) years.
2. This commitment will be measured as follows (presuming that the CST Resource Pool is fully operational):
  - a) The baseline number of contractor FTEs doing CST work will be determined as of September 30, 2010.
  - b) There will be a twenty percent (20%) reduction of that September 30, 2010 baseline by December 31, 2011
  - c) There will be a twenty percent (20%) reduction of that December 31, 2011 number by December 31, 2012.
  - d) There will be a twenty percent (20%) reduction of that December 31, 2012 number by December 31, 2013.

If in any given measurement period these measures are exceeded, the Company and the Council will agree to any necessary adjustments to the targets. However, any such adjustments will still result in a total reduction of fifty percent (50%) between September 30, 2010 and December 31, 2013.

3. The Company recognizes that the reduction should also be reflected in a measure of the annual average number of contractor FTEs doing CST work during the year. Where there is a substantial discrepancy between the annual measures set out above and the annual average measure, the Company and the Council will meet to develop a more adequate means of assessing whether the commitment has been met.
4. In addition, the Company will not increase the ratio of contractor FTEs to employees doing CST, BST, NT or CT repair work outside of the Ten Cities. This commitment will be measured in the same manner set out above, using the ratio as of September 30, 2010 as a baseline.
5. These commitments will be temporarily waived where the Company requires additional resources in order to prevent or repair a critical loss of service due to an extreme weather event, fire, natural disaster, or other similar circumstance beyond the Company's control.
6. The Company will report to CIF every quarter as to its progress in meeting the commitments in this Letter of Agreement. However, the Council can raise any issues as to the implementation of this Letter of Agreement with the CIF at any time.
7. In order to determine that the CST Resource Pool is fully operational, the parties will:
  - a) agree on an initial size for the Pool;
  - b) confirm that initial hires into the Pool have reached that number;
  - c) jointly assess whether the Pool is successfully operating according to expectations.
8. The assessment as to whether the Pool is fully operational will take place no later than September 30, 2011. If by that date the parties do not agree that the Pool is fully operational, they will, within thirty (30) days, identify and resolve any issues preventing the Pool from becoming fully operational, and will ensure that the Pool is fully operational by March 31, 2012. If this extension to

March 31, 2012 becomes necessary, the parties will also agree to new timelines for meeting the commitment to reduce the number of contractors.

9. Notwithstanding anything else in this Letter of Agreement, if the Pool is not fully operational by March 31, 2012, the parties will negotiate in good faith and agree by September 30, 2012, on alternative arrangements which will, in accordance with the intent of this Letter of Agreement, enable the specified contractor reductions to be met.

## APPENDIX HH

### Memorandum of Agreement

Between

**Bell Aliant Regional Communications LP**  
(the “Company”)

And

**Communications, Energy and Paperworkers**  
Union of Canada, Atlantic Communications Council (CEPACC)

**Whereas** the Company and CEPACC are bound by a Memorandum of Agreement signed July 28, 2010, which includes a Letter of Agreement titled “Definition of Rural Areas”;

**And whereas** that Letter of Agreement, and Article 4.05 of the Collective Agreement between the parties, allow amendments to the Letter of Agreement if mutually agreed by the parties;

**And whereas** the Company and CEPACC agree that the definition of “Rural Areas” for the purposes of any agreement between them should be modified;

**Therefore** the parties agree as follows:

1. For the purposes of any Agreement between the parties which refers to “Rural Areas”, that term means the areas covered by individuals reporting to the following Reporting Centres:

**Nova Scotia**

Canso CO

Guysborough CO

Sheet Harbour

Sherbrooke

Tatamagouche CO

Arichat CO

Ingonish CO



**Newfoundland**

Baie Verte  
Cow Head  
Rocky Harbour  
Hermitage  
St. Albans  
Wesleyville  
Fogo  
Fermeuse  
Bonavista  
Cartwright  
Flower's Cove  
Forteau  
Port Saunders  
Roddickton  
St. Anthony

**Prince Edward Island**

None

**New Brunswick**

Minto CO  
St. Andrews CO  
Grand Manan CO  
Saint-Quentin CO  
Plaster Rock CO  
Kedgwick CO

2. This definition may be amended by mutual agreement of the parties.

Signed at \_\_\_\_\_ on \_\_\_\_\_, 2010.

For the Council

For Bell Aliant Regional  
Communications, Limited  
Partnership, and its general  
partner Bell Aliant Regional  
Communications, Inc.

---

Penny Fawcett

---

Pat O'Brien

---

Phil Briffett

---

Elizabeth Spinney

## APPENDIX II

October 2, 2014

### Memorandum of Agreement

BETWEEN:

**BELL ALIANT REGIONAL COMMUNICATIONS, L.P.**  
(the “Company”)

and

**Unifor ACL**  
(the “Council”)

Whereas the Company and the Council have bargained collectively and agreed, subject to ratification, to terms and conditions of a new Collective Agreement and associated terms and conditions:

Therefore, subject to ratification, the Company and the Council agree as follows:

1. The new Collective Agreement will comprise all the terms of the current Collective Agreement (excluding Appendix II dated July 28, 2010), with the modifications, amendments, and deletions contained in Schedule I to this Memorandum of Agreement and throughout the new Collective Agreement any references to CEP or CEPACC will be changed to Unifor and Unifor ACL respectively.
2. For greater certainty, despite the exclusion of Appendix II from the new Collective Agreement, the Company will continue the following commitment as set out in s.2 of that Appendix:

*The Company has agreed to make health coverage available to all employees who were on Long-Term Disability as of September 1, 2009 and who would have qualified for Group Assured Access had they not been*

*on Long-Term Disability. This commitment is set out in more detail in a separate letter to the Council from the Company.*

3. The Collective Agreement will be renewed for a period of three (3) years from January 1, 2015 to December 31, 2017.
4. **Wage Progression** - The wage scales will be adjusted on the following basis:
  - January 1, 2015, increased on all steps by 2%
  - January 1, 2016, increased on all steps by 2%
  - January 1, 2017, increase on all steps by 2%
5. Upon the annual reenrollment in June 2015, the Company will amend the Bell Aliant Flexconnect Benefits Program to increase the annual fixed flex credits by \$100 for every bargaining unit member participating in the Program.
6. **Lump Sum** - all Regular Employees, Pool CSTs, Project Term Workforce Employees, employed in the bargaining unit by the Company on the date of ratification will be entitled to a lump sum of \$1000 payable as soon as possible but within 45 days of the date of ratification.

An employee will not be eligible for the lump sum if on the date of ratification the employee is:

- i) in receipt of LTD benefits
- ii) on an approved Leave of Absence of more than 12 months; or
- iii) in receipt of WCB income benefits for more than 12 months

unless the employee returns to active employment within 12 months of the date of ratification.

For greater certainty, temporary employees and students are not eligible for the lump sum.

7. The Company agrees to post new Pool CST positions before the March 31, 2015 expiry of the Project Term. The roles will be posted in central locations and will not be in rural locations. The Company and the Council agree that external hires under the Project Term Workforce will be eligible for such postings.
8. For greater certainty, the amendments to Article 26 in Schedule I are intended to take effect for the 2016 vacation year (to be scheduled starting October 2015).
9. The Company and the Council agree to a Limited Retirement Offer, the terms of which are set out in a separate Memorandum of Agreement which is Schedule II of this Agreement, which will be implemented on and subject to ratification of this Agreement.
10. The undersigned commit to this Memorandum of Agreement on behalf of the Company and the Council, subject only to ratification by the members of the Locals which constitute the Council. The Council commits to submitting this Memorandum of Agreement for ratification in accordance with its constitution, by-laws and governing legislation, with such process to be completed on or before October 31, 2014. The undersigned representatives of the Council commit to recommending and advocating for ratification of this Memorandum of Agreement. All of the undersigned commit to its implementation if ratified.

AND THE PARTIES HAVE SIGNED:

For the Council

\_\_\_\_\_  
Rick Rose

\_\_\_\_\_  
Bobby MacDonald

\_\_\_\_\_  
Lynn Briggs

\_\_\_\_\_  
Steve Howlett

\_\_\_\_\_  
David Gates

\_\_\_\_\_  
Mary Croke

\_\_\_\_\_  
Joyclin Coates

For the Company

\_\_\_\_\_  
Fred Crooks

\_\_\_\_\_  
Chuck Hartlen

\_\_\_\_\_  
Jennifer Palov

\_\_\_\_\_  
Helena Cain

\_\_\_\_\_  
Cindy MacDougall

\_\_\_\_\_  
Dale Grimes

\_\_\_\_\_  
Pat O'Brien

\_\_\_\_\_  
Cari Duggan-MacNeil

October 2, 2014

## APPENDIX JJ

### Letter of Agreement CST Competitive Wage Scale

1. The following wage scale will be added to the scales in Appendix C, and applicable to Consumer Service Technicians hired on or after October 1, 2010:

Step/ Scale	1	2	3	4	5	6	7	8	9	10
13a	15.00	16.01	17.02	18.03	19.04	20.05	21.06	22.07	23.08	24.09

2. With respect to any new CST, their step on Wage Scale 13a will be determined by the Company, based on the employee's experience in the industry.
3. For greater certainty, Scale 13a is only relevant to employees hired on or after October 1, 2010. Existing employees as of that date will be paid in accordance with the remaining wage scales, but will never be paid in accordance with wage scale 13a.





## **APPENDIX KK**

### **Letter of Agreement Special Rescheduled Vacation Days**

The Company and the Council intend to provide employees in the Customer Care business unit with a means of using vacation time to meet family and personal commitments which are not unpredictable or emergent, but which are nonetheless difficult to anticipate during the normal vacation scheduling process.

The parties therefore agree as follows:

1. Where an employee has scheduled vacation according to the normal vacation scheduling process, the employee may choose to reschedule one (1) day of vacation to another day (the “special rescheduled vacation day”).)
2. The employee may use a maximum of two (2) special rescheduled vacation days per vacation year (which may include creating two (2) special rescheduled vacation days in a row.)
3. To take advantage of the rescheduling option, the employee must provide notice to workforce management no less than fourteen (14) calendar days in advance of the special rescheduled vacation day.
4. Special rescheduled vacation days may not be scheduled for a Paid Holiday as defined in the Collective Agreement, or for the two (2) business days immediately preceding or following a Paid Holiday, or for the “Fall Rush” period of August 29th to September 9, or for any other day which would not otherwise be eligible to be scheduled as a vacation day. Other than this restriction, no other special rescheduled vacation day will be rejected by workforce management.
5. Once confirmed by workforce management, a special rescheduled vacation day will be considered final and cannot be further changed or rescheduled.

6. Nothing in the Agreement restricts the parties from making use of any other process under the Collective Agreement for the granting or rescheduling of leaves and vacation.
7. For greater certainty, Article 26.09 applies to special rescheduled vacation days.
8. Vacation days which are freed up through this rescheduling process will be subject to the vacation reoffer process in Article 26.06 h).
9. Unless otherwise agreed by the parties, this Agreement applies only to employees in the Contact Centre business unit.
10. For greater certainty, a reference in this Agreement to a “vacation” day does not include a scheduled floater day.





ALPHABETICAL INDEX	PAGE
Absence Due to Sickness or Quarantine	58
Adoption Leave	56
<b>Agreement</b>	
Purpose and Validity of Agreement	1
Recognition and Scope	4
Term of Agreement	2
Alternate Accommodations	62
Annual General Wage Increase (Appendix C)	150
Arbitration	49
Bargaining Procedures	18
Benefits	101
Bridging of Service	28,39
<b>Bereavement</b>	56
Definition of Immediate Family Member	56
Bumping	34
Canada Labour Code	40
Classification Definitions (Appendix A)	137
Classification Flexibility by Geographic Area (Appendix AA)	224
Common Interest Forum	15
Company Provided Accommodations	60
Contact Centre Remote Monitoring (Appendix K)	175
Council Representation & Time Allowance	10
CST Competitive Wage Scale (Appendix JJ)	257
Definition of Rural Areas (Appendix HH)	250
Definition of Ten Cities (Appendix E)	159
Definitions	65
Differentials and Premiums	82
Discipline	44
Discrimination	20
Employee Incentive Plans Settlement (Appendix X)	214
Employee Representation	11
Employment Equity (Appendix F)	169

ALPHABETICAL INDEX	PAGE
Errors in Pay	52
Expedited Arbitration	49,50
Flexconnect Summary (Appendix Q)	187
<b>Grievance Procedure</b>	46
Step 3.5	48
<b>Health and Safety</b>	21
Severe Weather Conditions	23,24
Protective Footwear	24
Workplace OH&S Meetings	21
Holidays	86
<b>Hours of Work</b>	97
Compressed Work Schedule	98
Change in Scheduled Tour	99
Encroachment	100
Paid Rest Periods	100
Scheduling Period	97
Standard Hours of Work	97
Standard Meal Period	99
Work Schedules	99
International Contracting (Appendix N)	183
Job Classifications (Transition Conditions) (Appendix L)	180
Job Posting	41
Job Sharing (Appendix S)	191
Joint Consultative Meetings	12
<b>Labrador Provisions</b>	69
Goose Bay	71
Hardship Allowance	70
Northern Allowance	70
Quality of Life Issues	71
Remote Sites	71
Travel Allowance	69
Winter Boots	70

ALPHABETICAL INDEX	PAGE
Late Payment Charges (Appendix V)	209
Lay Offs	29
<b>Leaves of Absence and Time Off</b>	54
Bereavement Leave	56
Child Care Leave	54
Compassionate Leave	58
Education Leave	58
Extended Family Leave	58
Family and Personal	57
Jury Duty	58
Maternity and Parental Leave	54
Personal Leave	58
Reserves Leave	58
Subpoenaed Witness	58
Time Off to Give Blood	58
Time off to Vote	58
Voluntary Fireperson	58
Management Rights	3
Miscellaneous Working Conditions	109
MTT Vacation Liability (Appendix G)	170
Net Credited Service List For Temporary Employees	25
Non Bargaining Unit Assignments (Acting Assignments)	26
Office Closure Policy (Appendix J)	174
Overtime	74
Call Out	79
Meal Allowance	75
Minimum Rest Period	79
Overtime Banking	79
Reasonable Advance Notice	75
Part Time Employees	115
Pay Equity and Job Evaluation (Appendix I)	172
Pensions (Appendix R)	189
Per Diems	61

ALPHABETICAL INDEX	PAGE
Permanent Transfer Settlement (Appendix W)	211
Post Retirement Benefits (Appendix Y)	219
Project Term Workforces (Appendix CC)	232
Provincial Practices and Policies (Appendix M)	182
Quarantine	58,95
Relocation Expenses	36,133
Remote Sites	71
Report Areas/Centre (Appendix D)	152
Restriction on Contracting Out (Appendix GG)	247
Retirement Planning (Appendix P)	186
Returning Home	63
Right of Refusal to work	21
Sales Incentive Plan (Appendix T)	201
Satisfactory Performance (Appendix EE)	239
Seniority & Service	25
Seniority List	25
Shift Scheduling for Tours >10 Hours to a Maximum of 12 (Appendix FF)	241
Standard Entry Level Qualifications (Appendix H)	171
Step 3.5	48
Strikes and Lockouts	7
Technician Sales Incentive Plan (Appendix U)	207
Temporary Employees & Student Temporary Employees	127
Temporary Lay Off	30
Term of Agreement (Appendix II)	253
Term of Agreement January 1, 2008 to December 31, 2011 (Appendix Z)	220
Training	129
Transfer & Reassignment	130
Transition to New Wage Scales (Appendix O)	184
Transporting Generators (Appendix BB)	231



ALPHABETICAL INDEX	PAGE
Travel and Expenses	59
Underground Mine Premium	85
<b>Union</b>	
Leave of Absence for Union Duties	10
Time Off For Union Duties	11
Unifor Paid Education Leave	113
Unifor Social Justice Fund (formally Unifor Humanity Fund)	113
Unifor Women's Advocate Program	113
Union Dues	8
Union Information	8
Union Representation	11
Unsafe or Unhealthy Situation	21
Use of Company Vehicles	134
Use of Retirees as Contractors (Appendix DD)	236
<b>Vacation</b>	<b>90</b>
Entitlement	90
Minimum Allotments	93
Rescheduling Vacation	94
Winter Bonus	90
Vacation Scheduling	92
Vacation Change	94
Special Rescheduled Vacation Days (Appendix KK)	259
Wage Administration	52
Wage Scales & Classifications (Appendix B)	148
Workplace Change	29