New Collective Agreement Language CIF Process

Article 7.09 -Common Interest Forum (CIF) (NEW)

- 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 Senior VPs from Bell Aliant
 - o 4 VPs from Bell Aliant
 - o Labour Relations Representatives from Bell Aliant
 - 6 Members of the CEPACC Executive
 - 2 National Representatives from CEP



- (i) Individuals other than those listed in 4A.08 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 8 members, which must include at least 4 Bell Aliant VPs or Senior VPs, and 4 CEPACC 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 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 employees per local who are on leave as representatives of the Council to hold ratification meetings for any agreements arising from CIF.

Article 8.05 (NEW)

- (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 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.