

Collective Agreement

Between Bell Aliant Regional Communications L.P.
and
CEP Atlantic Communications Council (CEPACC)

| Effective [July 1, 2010](#)

| To December 31, 2014

**April 2010 note: This black-lined version of the Collective Agreement shows changes which would be made as a result of the Memorandum of Agreement signed between the parties on April 7, 2010. Some housekeeping changes are also reflected. This version will not be considered final until it has been proofread by the parties.

**Replace Bell Aliant logo

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Index

Article	Title	Appendix	Page
1	Purpose and Validity of Agreement		4
2	Term		5
3	Management Rights		6
4	Recognition & Scope		7
5	Strikes & lockouts		9
6	Union Dues		10
7	Council Representation & Time Allowance		12
8	Bargaining Procedures		16
9	Discrimination		17
10	Health & Safety		18
11	Seniority & Service		21
12	Workplace Change & Employment Security		24
13	Job Posting		32
14	Discipline		34
15	Grievance Procedure		35
16	Arbitration		37
17	Wage Administration		39
18	Leaves of Absence & Time Off		40
19	Travel & Expenses		43
20	Employee Information		46
21	Definitions		47
22	Labrador Provisions		50
23	Overtime		53
24	Differentials and Premiums		56
25	Paid Holidays		58
26	Vacation		61
27	Hours of Work and Scheduled Days Off (SDO)		65
28	Benefits, Sickness Absence & Placement of Restricted Employees		68
29	Miscellaneous Working Conditions		73
30	Part-Time Employees		76
31	Temporary Employees & Student Temporary Employees		79
32	Training		81
33	Transfer & Reassignment		82
34	Relocation Expenses		84
35	Use of Company Vehicles		85
	Classification Definitions	Appendix A	86
	Wage Scales & Classifications	Appendix B	90
	Wage Scales	Appendix C	91
	Reporting Areas/Centres	Appendix D	96

	Letters of Agreement		
	Transition To Common Pay Cycle	Appendix E	103
	Employment Equity	Appendix F	104
	MTT Vacation Liability	Appendix G	105
	Standard Entry Level Qualifications	Appendix H	106
	Pay Equity and Job Evaluation	Appendix I	107
	Office Closure Policy	Appendix J	109
	Contact Centre Service Monitoring	Appendix K	110
	Job Classifications (Transition Conditions)	Appendix L	111
	Provincial Practices and Policies	Appendix M	114
	International Contracting	Appendix N	115
	Transition to New Wage Scales	Appendix O	116
	12 Hour Shift Scheduling	Appendix P	118
	Retirement Planning	Appendix Q	119
	Flexconnect Summary	Appendix R	120
	Pensions	Appendix S	122
	Job Sharing Agreement	Appendix T	
	Memorandums of Agreement		
	Mobility CSR Sales Incentive Plan	Appendix U	
	Technician Sales Incentive Plan	Appendix V	
	Late Payment Charges	Appendix W	
	Permanent Transfer Settlement	Appendix X	
	Employee Incentive Plans Settlement	Appendix Y	
	Extension of Collective Agreement	Appendix AA	
	Letter of Intent		
	Post Retirement Benefits	Appendix Z	123

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 CEP Atlantic Communications Council (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 [July 1, 2010](#) and will remain in effect until December 31, 2014.

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:

- i. 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
- ii. 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.
- iii. 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 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 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.
- 7.04 **Leave of Absence for Full Time Union Duties**
- 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.
- 7.05 **Employee Representation**
- 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.

7.06 Time Off for Union Duties

- 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.

7.07 Other Meetings

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, quarterly Consultative Meetings will be held in each province with representation of either the Company or the Council not exceeding four (4). Two quarterly meetings will be held face to face, and two quarterly meetings will be held using conferencing technology. Where participants are within two hours of a meeting site, they may elect to attend the conference call meeting in person. Participants, who are beyond a two hundred kilometers commute, will be attending the meeting via conference bridge. Dates/locations for the meetings will be scheduled at least one 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 weeks prior to the meeting date, to request agenda items. All agenda items will be forwarded to Labour Relations one week in advance of the meeting. If there are no agenda items tabled one 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 fourteen (14). Agenda Items will be required to be submitted to Labour Relations by noon, one week in advance of the meeting date. Last minute additions to the agenda will be restricted to five 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.

7.09 Common Interest Forum (CIF)

(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:

- o Two Senior VPs from Bell Aliant
- o 4 VPs from Bell Aliant
- o Labour Relations Representatives from Bell Aliant
- o 6 Members of the CEPACC Executive
- o 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 - 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 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 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:
- i) 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;
 - ii) 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
 - iii) 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:
- i) Workplace OH&S Committees established under Part II of the Canada Labour Code - no less than nine (9) meetings per year.
 - ii) 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.
 - iii) The Company has an objective of twelve (12) regularly scheduled Health & Safety meetings per year in each workgroup but commits to a minimum of ten (10) such meetings per year.
 - iv) 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) \$300.00 for Line Boots (for employees who regularly climb)
- b) \$160.00 for Safety Boots
- c) \$100.00 for Safety Shoes
- d) \$80.00 for Rubber Boots (Line & Splicing)

An additional \$40.00 may be made available, at the discretion of the manager, for employees who justify the need for a fully waterproof Safety Boot.

10.09 At anytime 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 judgement 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 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 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) 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 the signing date of this Agreement 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 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 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 Article 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 11.10a).

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 (75) percent of gross pay for each week of TLO. These employees will receive seventy-five (75) percent 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 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 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 120 day notice period, unless by unanimous written Agreement of the members of the Workplace Change Committee.

- 12.08 Upon expiry of the 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 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.

12.11 Bumping Rights

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 a 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.

12.12 Relocation Expenses

a) An employee whose bumping option(s) all require relocation to a new Reporting Centre in excess of sixty (60) kilometers 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) kilometers 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 \$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 \$5,000 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/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 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 the Career Opportunity System, if available. Where electronic access to the 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 100 kilometers is required. The Company reserves the right to use conferencing technology if travel greater than one hundred (100) kilometers 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.

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 griever and one 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 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.
- 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. 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 (10) percent increase or to the top of the new scale if there is no step that provides at least a ten (10) percent 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 to EI Parental Leave benefits for ten (10) weeks. These employees will receive 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 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 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.

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 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.

- Extended Family Leave
- Personal Leave
- Education Leave
- Reserves Leave
- 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) kilometers 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 22:00 and 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) kilometers 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:

	Bell Aliant Amount	Labrador and Outside Atlantic Canada
<u>Breakfast</u>	<u>\$10.00</u>	<u>\$11.80</u>
<u>Mid Tour Meal</u>	<u>\$14.00</u>	<u>\$16.50</u>
<u>Evening Meal</u>	<u>\$26.00</u>	<u>\$30.95</u>
<u>Miscellaneous</u>	<u>\$ 8.00</u>	<u>\$ 9.60</u>
<u>Total</u>	<u>\$58.00</u>	<u>\$68.85</u>

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 \$50.00 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 \$50.00 per day plus the mid tour meal per diem as specified in Article 19.07 a). The living expense amount (\$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) kilometers away from their Reporting Centre during their meal period, they will receive a single per diem of [fourteen dollars \(\\$14.00\)](#). 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 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 the CEP Atlantic Communications Council.
- 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:
CEP 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 WORKING DAY is based on the employee's classification and will be either 7.5 hours or 8.0 hours as indicated in Appendix B.
- 21.25 STEWARD 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.
- 21.26 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 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.
- 21.27 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.
- 21.28 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.
- 21.29 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.

21.30 STANDARD ENTRY LEVEL QUALIFICATIONS (SELOs) means the SELOs set out in a document entitled "Bell Aliant's SELOs for CEPACC Unionized Job Classifications (Revised February 2010)". Any revisions or modifications to the SELOs will be reviewed with the Council before implementation.

ARTICLE 22 - Labrador Provisions

22.01 Travel Allowance

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 \$1,000, 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 2 and 21, children under the age of 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 ten dollars (\$110) 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. 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.

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 twenty dollars (\$20.00) per night.

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.

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 and 7:00a.m. on any day
- ii) between 7:00 a.m. and midnight Sunday
- iii) on scheduled days of rest
- iv) in excess of four (4) continuous hours 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.

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) When an employee works 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.
- b) When an employee works more than 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 20 minutes and a \$15.00 meal allowance in accordance with Article 23.05. Employees in this situation will receive a subsequent 20 minute paid meal break, in accordance with Article 23.05 for each additional 4 hours of overtime worked and a paid rest period of 15 minutes to be taken at or near the midpoint of each subsequent 3.75 or 4 hour period of overtime.
- c) When an employee works 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 3.75 and 4 hours overtime which is not continuous with either the beginning or end of their scheduled tour, they will be entitled to receive a 15 minute paid rest period at or near the midpoint of the 3.75 to 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 7.5 or 8 hours, they will be entitled to two paid rest breaks - one at the mid point of the first block of 3.75 or 4 hour period and another at the mid point of the second block of 3.75 or 4 hour period.
- e) When an employee works more than 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 1 hour unpaid meal break after the first 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 ½ hour unpaid meal break after the first 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 1 and/or option 2, they will be entitled to receive a paid meal break not to exceed 20 minutes and an associated \$15.00 meal allowance, as per Article 23.05. Employees may choose this option, even if options 1 and/or 2 are offered to them. Employees will receive this option if option 1 and /or 2 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 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 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 20 minutes and a meal allowance of \$15. 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 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. 1 hour paid at double time would be banked as 2 hours).

b) No more than forty (40) hours may be banked in an employee's account at any one time. Hours in excess of forty (40) 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 31, and notice of August days will be given no later than June 30. 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:

1. 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.
2. Employees will only be able to request one day off using this process.
3. 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 and 6:00 a.m., will be paid an additional hourly differential of five (5) percent 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. and midnight, will be paid an additional hourly differential of four (4) percent 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. and the end of their scheduled tour. At the employee's request they may receive only an additional one 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 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 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 five (5) percent 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 Saturday and midnight Sunday will be paid an additional one-half times their basic wage rate for all time worked in this period.
- 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. 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 \$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 4 hours pay at straight time;

b) For every two overnight stays on a drill ship, platform, or floating production vessel or offshore supply boat, one 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.

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 consecutive Paid Holidays.

25.06 Holiday Pay

- 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 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:

Years of Net Credited Service	Working Days of Vacation
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

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 at 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 5 and April 30 and between October 15 and December 20 of the same vacation year. No Winter Bonus will apply to employees in their first year of employment, nor to employees who are entitled to thirty (30) days of regular vacation.

c) Employees hired on or before August 3, 1999 with less than 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.

26.05 All vacation will be paid at the employee's basic wage rate.

26.06 Vacation Scheduling

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 period during the vacation year. Except for the weeks which include Christmas Day or New Year's Day, vacations will be scheduled in one week blocks. However, once vacation scheduling for the one week blocks has been completed, a second round of vacation selection will provide for employees to select remaining vacation time of less than one week provided this does not interfere with another employee's scheduled vacation.

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 ten percent (10%) 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 supervisor's workgroup. These exceptions will be reviewed with the Council before vacation schedules are distributed.

f) For the purposes of calculating the ten percent (10%) threshold for groups of twenty-four (24) or fewer, normal rounding rules will apply. For the purposes of calculating the ten percent (10%) threshold for groups of twenty-five (25) or more, the 10% 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 ten percent (10%) 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 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 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 half 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) 0 to 1 year of service: 1 days' pay per month of service
 - b) 1 or more years of service: 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 paycheque.
- 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. on Monday and end at 12 midnight 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 AM (0001) 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 (8.0) 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 other wise 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, 1 for every 4 two-week Scheduling Period.

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- 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 am to 6:00 pm Monday to Friday will be scheduled by rotation and wherever practicable, on an equitable basis within the scheduling group.

Work Schedules

- 27.03 Work schedules for all employees will be posted either through electronic or manual means by 3:00 pm 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 seven (7) days prior to the day the hours are to be worked. If the company fails to provide the seven (7) days 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 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 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 23.07a) will result in the employee being compensated with an additional half 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. All employees must participate in the Group Assured Access plan. 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 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:

Net credited Service	Weeks at Full Pay	Weeks at 2/3 Pay
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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 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, for any employee who retires between January 1 2010 and December 31, 2014 and receives post-employment benefits, the level of benefits they receive will not be diminished during the life of this Agreement.

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 (15) dollars when the employee finishes work between 10:00 p.m. and 7:00 a.m.

Tools

- 29.05 The Company will supply all tools, which in its judgement 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 (50) percent of the cost of the replacement clothing. The employee may pay their portion either in full or in installments through payroll deduction.

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 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 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.

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 \$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.

Employees' Unit Purchase Plan

- 29.11 The Company agrees that regular employees, with at least six (6) months of net credited service, will be eligible to participate in the Bell Aliant Employees' Unit Purchase Plan as defined in the 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 Plan text in effect on the date of signing of this Agreement, excluding all Transitional Provisions contained in Section 30 of the Plan text. Should legislation, regulation or circumstances beyond the Company's control

affect this Plan, the Company will retain the right to modify it accordingly.

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 (20) percent 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 1st, 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 1st, 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.

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 (1/10) of their regular earnings for the pay period immediately preceding the holiday or one-twentieth (1/20) 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 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 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 July 1, 2010) will have rights under this Article, and only under this Article. The parties recognize that Pool CST I's 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 July 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 SELOs for a CST.

30A.10 Any employee who has retired from the Company during the previous 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 6 months.

Work of the CST Resource Pool

30A.14 Pool employees will only be assigned by the Company to do CST work which is within the Ten Cities, 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-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 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 (1/10) of their regular earnings for the pay period immediately preceding the holiday or one-twentieth (1/20) 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.

30A.24 Vacation:

a. Pool CST II's will be entitled to vacation as per Article 26. However, for a period beginning June 1 and ending September 30, the requirement to allow ten percent (10%) to take vacation is waived with respect to Pool CST II's.

b. 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.

30A.25 Sickness Disability Benefit: 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.

For greater certainty, Pool CST I's are not entitled to paid sick leave under Article 28.08.

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 Pool CST I's will have the option to participate in the Group Insurance, Dental and Medical, and Pension plans by paying both employer and employee premiums.

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 3000 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 3000 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 3000 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 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 1040 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 1040 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.

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 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 (4) percent of the total number of employees in the bargaining unit, during the period between September 7 and April 30.

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 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 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 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 31.05a).

31.06 Temporary employees will be paid in lieu of vacation on a bi-weekly basis at four (4) percent 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) kilometers 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) kilometers 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) kilometers but within sixty (60) kilometers 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) kilometers, 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) kilometers, 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) kilometers 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) kilometers, 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) kilometers, 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 calendar year, except in cases of backfill for child care leave or sickness absence, or where otherwise agreed to by the Council and the Company.
- b) Temporary reassignments will be for a minimum of 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 when the assignment ends.

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 \$5,000.

34.03 Administrative fees associated with the relocation administrator are covered by Bell Aliant and are not included in the \$5,000 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) kilometers 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 Gateway. 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.