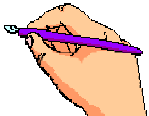




CEPACC

CEP Atlantic Communications Council Membership Bulletin May, 2006

Revision to Article 19.04 c) – Travel Time



A Memorandum of Agreement between the Council and the Company was signed on Mar 29/06.

The revision to Article 19.04 c) came about when it was brought to the Council Executive's attention, by a member in NB, that there might be a contravention to the Canada Labour Code with respect to Article 19.04 c). After the Council Executive had a look at it and determined that the concern was valid, the issue was brought to the company's attention and they agreed that the Council's interpretation was correct.

The problem was that the collective agreement stated *"Where travel time exceeds the normal working hours of the employee, the applicable overtime rate would apply except that, for travel time to and from a course of instruction will be paid at the employee's Basic Wage Rate."* However, the Canada Labour Code states *"When an employee is required or permitted to work in excess of the standard hours of work, the employee shall, subject to any regulations made pursuant to section 175, be paid for the overtime at a rate of wages not less than one and one-half times his regular rate of wages."*

Collective agreement, Article 1.01 states *"In the event of any provision of this collective agreementbeing or being held to be contrary to the provisions of any applicable law.....this agreement will not be nor be deemed to be void, but will be amended as to make it conform to the requirements of the law."*

Therefore, the collective agreement was revised to read as follows:

Article 19.04

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.

As a result of this change, the company has issued a 'Labour Relations Advisory' to their managers. In this document, they listed some options open to the supervisor in managing the unexpected increase in cost to training. They suggest planning work schedules around courses ie: start on Tuesday and end Saturday; or have a course start on a Tues and end mid day on Friday; or adjust the start and end times of tours, i.e. tours of less than 10 hours can be scheduled to accommodate travel time; or consider the location of courses. So, if your manager starts to get creative with your schedule before you go on a course, you'll know why. But in any case, if you are traveling to or from a course of instruction outside of your working hours for that day, you are now entitled to time and one-half.

Workplace Change

➤ There are still 5 members, in the Trouble Resolution group, all in NS, who have yet to find permanent placement. The Council will continue to work on these member's placements.

➤ There are 11 members in the Test and Dispatch group who have accepted permanent placement in various roles in their respective provinces. We continue to work towards finding meaningful permanent placement for the remaining 49 members in this group.

➤ There are 3 Administrative Representatives, in NL & NS, who also found themselves in the throws of Workplace Change. While placement has been slow, we commit the same to these members.

Arbitration

The mobility discipline arbitrations continued at the Labour Board on April 20th & 21st in Fredericton, NB. We hope to have a decision soon.



Bell/Aliant Regional Communications

We have very little to update you on regarding the Trust. The CEP national VP's from our region, Ontario and Quebec are seeking legal advice at this time. A meeting of all of the Presidents of the affected CEP Locals has been scheduled for June 14th and an update will follow.

Aliant Shareholders Meeting

If you are a shareholder, you probably have already received your annual report. This year's shareholder meeting will take place in St. John's, NL on May 17/06 at the Fairmont – Fort William Ballroom at 2pm. We encourage members in that area to attend. Bring your questions and concerns and have your voices heard.

Flex Connect Re-enrollment

Don't forget that re-enrollment for Flex connect benefits expires on May 5th/06. There is no need to re-enroll if you aren't making any changes but it would be a good idea to log-on to Peoplesoft to review your benefits and look at your cost before making a final decision. Will you or your spouse have a milestone in age in the next year? If so, that could increase your supplemental insurance costs dramatically. If you have a Health Care Spending account, you **MUST** re-enroll or the extra flex dollars will automatically go on your paycheque and be taxed. Otherwise, if you do nothing, the same benefit package you carried last year will remain.

A Workers Right to Refuse

Most members have probably heard of this term but don't know when they can or can't refuse work due to Health or Safety risks. Section 128 of the Canada Labour Code Part II, gives workers the right to refuse to do any work that constitutes a danger.

Workers have the right to refuse work if they have reasonable cause to believe it will place them in danger, or place other workers in danger. "Reasonable cause to believe" means that a worker has some knowledge that the work will cause them harm. This belief could include the following:

- Heard about.
- Read about.
- Been told about.
- Have seen injuries or illness occur.
- Suspect because of past experience.
- Have been involved in.

The Definition of danger means that the workers have the right to refuse to do any task that they believe will cause injury or illness to them;

- If there is a hazard, a condition or an activity involved that might cause an injury.
- If the injury or illness might only appear in the future and is not imminent.
- If the task involves a hazardous substance.
- If the task might cause a chronic illness.
- If the task might cause a disease.
- If the task might damage the reproductive system.

Workers do not have to prove that a danger exists in order to refuse – only to reasonably believe that it exists.

In solidarity,

Penny Fawcett
Noel Pauley
Chuck Rouse
Wayne Walsh
Joyclin Coates
Mary Croke