

COLLECTIVE AGREEMENT

BETWEEN

**COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA**

(CEP)

AND

BELL ALIANT REGIONAL COMMUNICATIONS L.P.

CRAFT AND SERVICES EMPLOYEES

BellAliant

EFFECTIVE JULY 20, 2012



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THIS AGREEMENT is made in duplicate this July 20, 2012.

BETWEEN:

the COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA the duly certified bargaining agent, hereinafter referred to as the "Union",

OF THE FIRST PART;

and

BELL ALIANT REGIONAL COMMUNICATIONS LP, hereinafter called the "Company"

OF THE SECOND PART

ARTICLE 1 - RECOGNITION AND SCOPE

- 1.01 The Company agrees to recognize the Union as the sole collective bargaining agent for employees covered by this Agreement.
- 1.02 This Agreement shall apply to all Craft and Services employees of the Company covered by the certification order of The Canada Labour Relations Board dated July 7 2006. When the parties mutually agree that a new occupation established during the term of this Agreement has clearly a number of significant points in common with the other occupations within the unit, such new occupation shall fall within the scope of this Agreement.

ARTICLE 2 - DISCRIMINATION

- 2.01 The Company will not discriminate against an employee because of membership in the Union or activity authorized herein on behalf of the Union.
- 2.02 The Company and the Union agree that they will not threaten, intimidate or unlawfully discriminate against an employee for reasons of that employee's pregnancy, age, marital status, disability, sex, sexual orientation, race, creed, colour, national origin, political affiliation with a legitimate political party or for exercising any rights under this Collective Agreement.
- 2.03 **(a)** The Company and the Union are committed to working together to ensure a workplace which is free from harassment. The parties further agree that no employee should be subjected to racial or sexual harassment or shall be required to tolerate being subjected to such harassment while at work.
- (b) Harassment is as defined by the Canadian Human Rights Commission. The full definition can be found at:**
<http://www.chrc-ccdp.ca/discrimination/harassment-eng.aspx>.
- 2.04 Use in this Agreement of masculine or feminine gender shall be construed as including both male and female employees, and not as specific sex designations.

ARTICLE 3 - DEDUCTIONS

Union Dues

- 3.01 Subject to the provisions of this Article, the Company will deduct an amount equivalent to the regular monthly union dues from the pay of all employees in the bargaining unit. All present employees shall pay union dues and all employees hired or transferred into the bargaining unit shall pay union dues within 30 days of their hiring or transfer, as a condition of employment.

- 3.02 The Company agrees that all regular dues deductions will be processed every pay period.
- 3.03 As soon as possible after the end of each month, the Company will remit to the Secretary-Treasurer of the Communications, Energy and Paperworkers Union of Canada, by cheque, the amount so deducted. In addition, the Company will provide a list where possible by Local, showing the amount deducted from each employee. It is the responsibility of the Union to notify the Company, on a form approved by the Company, of the Local to which each employee pays dues.
- 3.04 The amount of regular monthly union dues shall be such amount as may from time to time be certified to the Company for each Local by the Secretary-Treasurer of the National Union.
- 3.05 Regular monthly union dues means the dues established by each Local as the monthly dues payable and shall not include any other amount such as initiation fee, insurance premium or special levy.

Humanity Fund

- 3.06** (a) The Company will deduct on behalf of all employees in the bargaining unit, an amount from their pay equivalent to one (1) cent per regular hour worked for the purposes of the Humanity Fund. Where an employee objects to the above-mentioned deduction, and the Company is informed of such in accordance with the provisions of section 3.07, this amount shall not be deducted.
- (b) This deduction from pay will be processed on **each pay** and will be remitted to the account of the registered charitable organization designated as the CEP Humanity Fund, as soon as possible after the end of each month.
- 3.07 Where an employee objects to the above-mentioned deduction, he shall notify in writing the appropriate Vice-President of the CEP. The Union shall then inform in writing the Director of Industrial Relations, of the name, occupation and work location of the employee who objects to the above-mentioned deduction for the purposes of the Humanity Fund. The Union recognizes its full responsibility in that respect.

General

- 3.08 The Company will cease making such deductions when an employee is assigned to a position not covered by this Agreement with the exception of employees who are assigned to an acting or temporary management position.
- 3.09** When an employee does not have sufficient earnings in respect to any **pay period** to permit deductions, the Company shall not be obligated to make such deductions from subsequent earnings.

- 3.10 It is understood and agreed that the Union will save the Company harmless from any and all claims which may be made against it by any employee, or on behalf of any employee, or employees, for amounts deducted from wages as provided in this Article.

ARTICLE 4 - UNION REPRESENTATION

- 4.01 The number of Local Union representatives, including Local Officers, Chief Stewards and Stewards shall not exceed 700.
- 4.02 (a) The Union agrees to notify the Company in writing of the names of Local Officers, Chief Stewards and Stewards, and identify the Company operating unit each represents, and to inform the Company in the same manner of any changes or substitutions. A Local Officer, Chief Steward or Steward shall not act as such during working hours until the Company has been notified of his appointment.
- (b) Where a Steward is unable to represent the employees in his local, another Steward in that local may be substituted in his place and the Company shall be so informed.
- 4.03 (a) Before changing the status of any Local Officer, Chief Steward or Steward, who is to continue in the Company's employ, so as to render him ineligible to represent his voting unit, such Local Officer, Chief Steward or Steward shall be allowed reasonable time to transfer his duties as a Local Officer, Chief Steward or Steward to his successor.
- (b) Except where the provisions of Article 11 or Article 16 apply, where a Steward or a Local Officer is selected for a relocation which would render him ineligible to represent his voting unit and there is another employee in the same functional group, within the same reporting centre and who possesses the same qualifications, the Steward or Local Officer shall be given the option of accepting or rejecting the relocation providing the remaining employees at the reporting centre from which the relocation is to be made are qualified to perform the work remaining.
- 4.04 The Company agrees that permission for representatives of the Union to enter the Company's premises will not be unreasonably withheld.
- 4.05 The Company shall grant a leave of absence of between three (3) months and one (1) year, without pay, to an employee requesting such leave to assume full-time employment with the Union.
- 4.06 (a) Such leave of absence shall be renewed by the Company at the request of the Union.

- (b) An employee on such a leave of absence shall continue to accumulate net credited service to a maximum of three (3) years.
- 4.07 Leaves of absence without pay of up to two (2) weeks duration shall be granted to employees, at the request of the Union subject to the following conditions:
- (a) the total of such leaves in a calendar year shall not exceed 325 weeks;
 - (b) the granting of such leaves shall be subject to service requirements;
 - (c) the leave of absence shall not be used for the solicitation of members for the purpose of certification;
 - (d) a written request for such leave must be submitted to the Company at least two (2) weeks prior to the commencement of the leave, and a copy forwarded to the Director of Industrial Relations.
- 4.08 The Company will pay an employee who is on leave of absence pursuant to section 4.07, on behalf of the Union, at his basic rate of pay for the duration of the leave of absence. Any amount so paid by the Company will be billed to the National Union monthly and the Union shall remit that amount to the Company within 30 days of receipt of the bill.

ARTICLE 5 - TIME ALLOWANCE

- 5.01 (a) An employee having a grievance or complaint, or a potential grievance or complaint, may confer with his Union Steward or with Management during his scheduled working hours, and
- (b) Union Stewards, Chief Stewards or Local Officers may handle grievances, or attend meetings with the Company, during their scheduled working hours, without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof provided, however, that each employee, Union Steward, Chief Steward or Local Officer must arrange with his immediate supervisor, subject to service requirements, for all time off the job required for the above purposes.
 - (c) Any grievance related activities other than those referred to in this section are to be considered as other union business and the provisions of section 5.03 shall apply.
- 5.02 An authorized Bargaining Representative of the Union may have time off for purposes of bargaining without deduction of the time worked for the Company, and without deduction of wages in respect thereof provided that such time is actually devoted to collective bargaining, but only until the expiry date of the Collective Agreement, or the date that conciliation assistance is requested, whichever is later. All time off required after the expiry date of the Collective

Agreement or the date that conciliation is requested will be without pay and subsection 5.03 (e) shall apply.

- 5.03 (a) A Union Steward, may attend up to a maximum of five (5) working days for each absence, to other business of the Union without deduction of the time so occupied in the computation of time worked for the Company, provided that it is the business of the bargaining unit covered by this Agreement.
- (b) Chief Stewards or Local Officers may attend, up to a maximum of five (5) working days for each absence, to other business of the Union without deduction of the time so occupied in the computation of time worked for the Company, provided it is the business of the bargaining unit covered by this Agreement.
- (c) A Local Union President or his delegated representative may attend, up to a maximum of five (5) working days for each absence, to other business of the Union without deduction of the time so occupied in the computation of time worked for the Company.
- (d) All time off required pursuant to subsections 5.03 (a), 5.03 (b) or 5.03 (c) will be granted without pay; however,
- (e) The Company will pay the Union Steward, Chief Steward or Local Officer, on behalf of the Union, at his basic rate of pay for all time off to attend to other business of the Union. Any amount so paid by the Company will be billed to the National Union monthly with an accompanying statement of account and the Union shall remit that amount to the Company within 30 days of receipt of the bill.
- 5.04 (a) Time off pursuant to this Article shall be granted only following a formal request to management, on a form supplied by the Company. Such request shall contain the reason the time off is required, the name of the grievor requesting the meeting and the name of the grievor's foreman (if appropriate), a telephone number where the person requesting the time off can be reached and the estimated duration of the time off the job requested. Such request will not unreasonably be denied, but it is recognized that service requirements make it impractical at times to grant the request; in such cases, the Union Steward, Chief Steward or Local Officer requesting the time off may be replaced by the nearest available Union Steward, Chief Steward or Local Officer from amongst those designated by the Union as a replacement.
- (b) Where a portion of an employee's scheduled vacation falls at the same time as a National Convention or the Bargaining Caucus of the Union to which he is elected to attend, that portion of the employee's vacation may be rescheduled for an available time on the vacation schedule.
- 5.05 (a) It is understood that Union Representatives have work to perform for the Company and any time spent on Union matters during working hours will be

devoted only to Union business as provided for in this Agreement. In keeping with that understanding it is also agreed that Union Representatives have a legal obligation to provide proper representation, and time off for Union business will not unreasonably be withheld. Both the Union and the Company agree that the granting and use of time off the job will not be abused.

(b) The Director of Industrial Relations and the appropriate Directors – Industrial Relations will meet, quarterly if required, with the President and Vice-Presidents of the Union to review alleged abuses regarding the granting or use of time off the job notwithstanding that a matter to be reviewed is, or may be, the subject of a grievance.

5.06 One (1) representative of each of the Locals may attend the Bargaining Caucus of the Union without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof, to a maximum of five (5) days; provided however that the Company is given the names of the delegates two (2) weeks prior to the meeting.

ARTICLE 6 - EXPENSES

6.01 Each party shall bear the expenses incurred by its own Representatives in attending meetings and proceedings contemplated by this Agreement, and all joint expenses incurred in respect of such meetings and proceedings shall be borne by the parties in equal shares.

ARTICLE 7 - STRIKES AND LOCKOUTS

7.01 During the term of this Agreement the Company agrees that there shall be no lockouts and the Union agrees that there shall be no slow-down, strike, or any other stoppage of or interference with work, which would cause any interruption of work.

7.02 The words "Strike" and "Lockout" shall have the meaning given these words in the Canada Labour Code.

ARTICLE 8 - MANAGEMENT RIGHTS

8.01 The Company has the exclusive right and power to manage its operations in all respects and in accordance with its commitments and responsibilities to the public, to conduct its business efficiently and to direct the working forces and without limiting the generality of the foregoing, it has the exclusive right and power to hire, promote, transfer, demote or lay-off employees, and to suspend, dismiss or otherwise discipline employees.

- 8.02 In the case of a sale of business, even inter-jurisdictional, where a portion of Bell Aliant Regional Communications is sold as a going concern and which involves the transfer of Craft and Services employees, the Company will include in the terms of the sale the requirement for the purchaser to recognize the CEP as bargaining agent for the transferred employees and the terms of this collective agreement. Where, as a result of the sale of business, Craft and Services employees will be intermingled with the purchaser's employees, the criteria for determining successor rights outlined in the appropriate statute will be used.
- 8.03 The Company agrees that any exercise of these rights and powers shall not contravene the provisions of this Agreement.

ARTICLE 9 - DEFINITIONS

- 9.01 "**Employee**" means a person employed in Bell Aliant Regional Communications to do skilled or unskilled manual or technical work in any of the occupations listed in Attachment A attached hereto, but does not include a person who:
- (1) is employed in a confidential capacity in matters relating to industrial relations; or
 - (2) is employed as an occasional employee; or
 - (3) exercises Management functions.
- (a) "**Regular Employee**" means an employee whose employment is reasonably expected to continue for longer than two (2) years, although such employment may be terminated earlier by action on the part of the Company or the employee.
- (b) "**Temporary Employee**" means an employee who was engaged on the understanding that the period of employment was expected to continue for more than three (3) weeks but not more than **18 consecutive** months. **A temporary employee cannot be rehired as a temporary employee until he has been laid off for a minimum of six (6) months.**
- (c) "**Summer Student**" means a temporary part-time employee who was engaged on the understanding that the period of employment shall be restricted to April 1st – September 30th inclusive in a given year with no ability to extend in that referenced year. The summer student employee must provide proof to the Company that they are enrolled in secondary or post secondary education program and are returning to school in the fall. A summer student may be re-engaged in each successive year as a summer student as long as they remain in a secondary or post

secondary program. During these periods of employment these employees shall accrue seniority.

(d) "Full-Time Employee" means an employee (Regular or Temporary) who is normally required to work the basic hours of work as established for his occupation.

(e) "Part-Time Employee" means an employee (Regular or Temporary) who is normally required to work less than the basic hours of work for a Full-Time employee.

A Part-Time employee shall not be construed to occupy or to have claim to a Full-Time position by virtue of having worked the basic hours of work established for a Full-Time employee.

(f) "Occasional Employee" means an employee who is engaged on the understanding that the period of employment will not exceed three (3) consecutive weeks or 15 days of work in any calendar year.

(g) "Probationary Employee" means an employee shall be considered to be a Probationary employee until he has been continuously employed by the Company for six (6) months.

Notwithstanding Article 13 of this Agreement, the Company retains the right to terminate the employment of a Probationary employee who is found by the Company to be unsuitable. Such a termination shall be subject to the grievance and arbitration procedures set forth herein.

The Company agrees to give the employee and his Steward a copy of the notice of termination which shall contain the reasons why, in the opinion of the Company, the employee is found to be unsuitable.

(h) "Combination Technician" means a Class 1 technician who performs the duties normally associated with two (2) or more wage Schedule 1 occupations, at least one (1) of which is a Class 1 occupation performed on a regular and consistent basis. For the purpose of Article 11, Combination technicians will be deemed in one (1) family, i.e. the family to which they were last hired.

(i) "Family" means the groupings of jobs within the various Craft and Services groups as provided in Attachment D of this Agreement.

(j) "Normal Servicing Territory (NST)" means a geographic entity as provided in Attachment E of this Agreement.

9.02 "Time Worked". For the purpose of subsection **9.01 (b)**, 9.01 (c) and section **10.07**, "Time Worked" means any period during which a Temporary employee is performing work, on a continuous basis, or a non-continuous basis in accordance

with the provisions of subsection **10.07 (a)** within the same district. For any such period of time worked during a week or portion of a week, the employee shall be credited one (1) calendar week of time worked. This definition shall not be construed as affecting any rights of an employee under the provisions of section 10.01 of this Agreement.

9.03 Harassment is as defined by the Canadian Human Rights Commission. The full definition can be found at:

<http://www.chrc-ccdp.ca/discrimination/harassment-eng.aspx>.

9.04 Grievances (Article 14)

(a) "**Grievance**" shall mean a statement that is submitted in accordance with the applicable procedure contained in this Article and which sets out any difference relating to the interpretation, application, administration or alleged violation of any provision of this Agreement.

(b) "**Complaint**" shall mean an issue relating to matters not regulated by this Agreement which a grievor seeks to have adjusted under the provisions of this Article.

(c) "**Day**", for purposes of this Article, shall mean any day that is not Saturday, Sunday or one of those holidays described in Article 20 of this Agreement.

(d) "**Grievor**" shall mean the employee concerned, a local of the Union, the Union or the Company.

9.05 Technological Change (Article 16)

"**Technological Change**" in this Article means:

(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

(b) a change in the manner in which the Company carries on the business that is directly related to the introduction of that equipment or material.

9.06 Wage Administration (Article 17)

"**Basic Rate of Pay**" means the amount of money per week, as specified in the applicable wage schedule, which is paid to a Full-Time employee for working his basic hours of work.

9.07 Hours of Work (Article 18)

"**Basic Hours of Work**" means the number of hours of work per day and per week as

established by this Agreement and set forth in this Article for Full-Time employees.

- (a) "**Tour of Duty**" means the time worked by an employee on any working day.
- (b) "**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 he has been advised in advance.
- (c) "**Scheduled Work Week**" means the scheduled tours of duty comprising the basic hours of work for the week.
- (d) "**Day Tour**" means a tour of duty which falls between the hours of 7:00 A.M. and 6:00 P.M.
- (e) "**Off-Normal Tour**" means a tour of duty, all or a portion of which falls between the hours of 6:00 P.M. of one day and 7:00 A.M. of the following day.

9.08 Overtime (Article 19)

"**Overtime**" means the time worked by an employee:

- (a) in addition to his scheduled tour of duty and time worked in accordance with section 18.04 on any day, or
- (b) on a day outside his scheduled work week.

9.09 Transfer and Reassignments (Article 22)

- (a) "**Headquarters**" means a locality and its contiguous territory in and from which an employee normally works as provided in Attachment B of this Agreement.
- (b) "**Reassignment**" means an employee's assignment to another occupation and/or another work location within the employee's headquarters.
- (c) "**Transfer**" means the assignment of an employee on the basis that he will be required by the Company to begin or end his scheduled tour of duty in a headquarters other than his own.
- (d) "**Upgrade**" means the reassignment of an employee to an occupation of a higher classification.
- (e) "**Demotion**" means the reassignment of an employee to an occupation of a lower-rated classification.
- (f) "**Lateral**" means the reassignment of an employee to a different recognized

function within the same occupation, or to another occupation of the same classification as the employee's former occupation.

- (g) "**Reclassification**" means a change to the employment status of an employee (e.g., from Temporary to Regular, from Regular Part-Time to Regular Full-Time).
- (h) "**Reporting centre**" shall mean a specified location provided for the use of the Company, in an employee's headquarters, and may be a work centre, central office, locker location, storeroom, customer's premises, temporary training centre, warehouse or other Company premises or similarly fixed location to which an employee is assigned.
- (i) "**Job location**" shall mean any other location to which an employee is assigned to report which is not his reporting centre.
- (j) "**Reporting locality**" is defined as being within the limits of a circular area having a radius of two (2) airline km from the employee's regular reporting centre.

9.10 Wages and Working Conditions for Northern Service (Article 29)

- (a) "**Northern Service**" means any assignment of an employee, to work in a specified northern and remote location for a continuous period of at least one (1) week.
- (b) "**Northern Allowance**" means an allowance payable by the Company to employees working in a Northern Locality.
- (c) "**Northern Locality**" means any locality designated as such in section 29.20.
- (d) "**Living Conditions Allowance**" means an allowance payable to an employee working in a Northern Locality when the conditions stipulated in section 29.07 apply.

ARTICLE 10 - SENIORITY

10.01 The net credited service date as shown on Company records and as posted on the seniority lists establishes an employee's seniority. The Company agrees that existing rules for determining net credited service, as described in Company practices, will not be changed during the life of this Agreement in a manner that will diminish the net credited service of any employee.

10.02 All employees covered by this Agreement whose Tier D managers report to the same Tier C manager shall comprise a seniority unit.

10.03 The exercise of seniority shall be within a seniority unit except as otherwise

specifically provided in this Agreement. If two (2) or more employees have the same seniority, the one occupying his present position the longest shall be deemed to have the most seniority.

- 10.04 The Company will prepare and post on appropriate Company bulletin boards and intranet site(s), on February 1 and August 1, lists showing the seniority of employees within each seniority unit, and their headquarters. The Company will also post on the appropriate bulletin boards the intranet links to access the appropriate site(s). One (1) copy of such list(s) will be sent to the local Union office.
- 10.05 The Company agrees to advise the Steward concerned where an employee is hired, retired on pension, permanently transferred, temporarily transferred, or assigned to a job location, for five (5) days or more, reclassified, reassigned, or promoted to a management position. Such advice as well as the employment status of the employee, his occupation and reporting centre will be given to the Steward in writing at the time the employee is informed, or immediately thereafter. The Company further agrees to advise, in the same manner, the Steward concerned of an employee's death, resignation or leave of absence for a period exceeding 30 days.
- 10.06 The Company agrees to supply bi-monthly, to designated Local Officers of the Union, the surname and first name on Company records, employment status, occupation, and reporting centre, of all employees, as well as the names of the Tier D, Tier C and Tier B managers and the organization code of the Tier D manager of each employee, within a district or equivalent operating unit of the Company.

Rehiring - Temporary Employees

- 10.07 (a) A Temporary employee who has been continuously employed by the Company for six (6) months and whose employment is terminated shall be listed on a rehiring list for former Temporary employees in order of accumulated time worked, and shall remain on the rehiring list for a maximum of six (6) months following the end of his last period of employment.
- (b) Prior to hiring a new Temporary employee in a family, headquarters and district, the Company shall offer the position to a former Temporary employee who is qualified to perform the work available and whose name is on the rehiring list of that family, headquarters and district.
- (c) A former Temporary employee shall be offered to be rehired, in order of accumulated time worked, into a Temporary position within his family and within **the territory**.
- (d) It is the responsibility of a former Temporary employee who desires to be rehired to keep the Company informed of his correct address, and to advise the Company within **ten (10)** days of the date of the offer of rehiring as to his acceptance. The former employee shall have ten (10) days from the date he accepted the rehiring offer, to report for duty.

- (e) Where a former employee does not accept the offer of rehiring or report for duty within the time limits prescribed in subsection 10.07 (d), he forfeits his rights to be rehired in accordance with subsections 10.07 (a) through (d).
 - (f) The date of mailing of a registered letter to the employee's last address on Company records shall be the date of the offer of rehiring.
- 10.08** Where a former Temporary employee is rehired within his family, headquarters and district, in accordance with the provisions of section 10.07, he shall not be considered to be a Probationary employee.
- 10.09** The provisions of section 10.07 shall not apply to an employee who is dismissed in accordance with the provisions of Article 13.

ARTICLE 11 - FORCE ADJUSTMENT

General

- 11.01** When any condition arises which reduces the work load to the extent that, in the Company's opinion, force adjustment is warranted, the following shall apply:
- (a) If the contemplated adjustment to the force would involve the lay-off of 50 or more Regular employees from the bargaining unit within a period of 30 days, or alternatively the spreading of the equivalent work by part-timing, the Company shall endeavour to reach agreement with the Union as to whether a plan of part-timing, lay-offs, or a combination of the two (2) shall be put into effect;
 - (b) If the contemplated adjustment to the work force is less extensive than that described in subsection 11.01 (a), the Company shall not resort to lay-off of Regular employees or part-timing of Regular Full-Time employees, except with the agreement of the Union.
- 11.02** In the event that an agreement as to a plan cannot be reached under subsection 11.01 (a) within a period of 30 calendar days after the matter has been submitted to the Union, the Company may proceed on a plan of lay-off to the extent it deems necessary.
- 11.03** It is expressly understood, however, that if the Company proceeds on a plan of lay-off at the expiration of the 30 day period or later as prescribed in this Article, negotiations toward an agreement relating to a force adjustment plan shall be resumed at any time at the request of either party. Similarly, after agreement has been reached as to a plan of force adjustment either party may resume negotiations at any time in an effort to obtain agreement upon modifications of the plan then in effect.

Temporary Lay-Off

11.04 (1) Where as a result of the discussions outlined in sections 11.01 and 11.02 the work force is to be reduced and the Company proceeds on a plan of lay-offs which may be for a period of up to but not exceeding a maximum of 25 consecutive weeks, the following provisions shall apply.

(2) (a) No Regular employee shall be laid off until:

(i) the employment of all Regular Term and Temporary employees is terminated within the affected family and headquarters where lay-off is warranted, and

(ii) all contractors working within the affected family and headquarters where lay-off is warranted, are released, where Company employees can do the contracted work with a five (5) day familiarization period and when the necessary tools and equipment are available.

(b) Once the temporary lay-off is in effect, no employee shall be hired or transferred into the affected family and headquarters until the end of the lay-off period.

(c) For the purposes of this Article, family(ies) shall mean the family(ies) listed in Attachment D of this Agreement.

(d) The aggregate period of temporary lay-off(s) shall not exceed 32 weeks within any calendar year.

Temporary Lay-Off Procedures

11.05 The following procedures shall be applied in laying off Regular employees:

(1) The most junior employee(s) in the affected occupation within the headquarters, will be identified as surplus provided those to be retained on the basis of seniority are qualified to perform the work remaining.

(2) The identified surplus employee will have the option of accepting lay-off or a reassignment. Any reassignment in these circumstances shall be made by the Company only if the employee is qualified to perform the required work within such period of time as may be reasonably required but in any event not more than ten (10) working days familiarization period, and provided that such assignment can be made without displacing a more senior employee. The reassignment shall be made only in the following order:

(a) by displacing the most junior employee in another occupation of the same classification, in the same family within the same headquarters;

- (b) by displacing the most junior employee in another occupation of a lower classification, in the same family and within the same headquarters.
- (3) The Company will attempt to place, in accordance with subsection 11.05 (2), each of the identified surplus employees commencing with the most senior.
- (4) Those employees eventually constituting the final surplus list shall be laid off.
- (5) Any employee reassigned to an occupation of a lower classification, in accordance with paragraph (b) of subsection 11.05 (2), shall continue to be paid at his previous salary rate for the duration of such reassignment.

11.06 Upon completion of a temporary lay-off, all laid off employees shall be guaranteed a recall by the Company in accordance with sections 11.14 to 11.18.

Long Term Lay-Off

11.07 Where as a result of the discussions outlined in sections 11.01 and 11.02 the work force is to be reduced and the Company proceeds on a plan of lay-offs which are expected to be in excess of 25 consecutive weeks, the following provisions shall apply:

11.08 No Regular employee shall be laid off until:

- (a) the employment of all Regular Term and Temporary employees within the headquarters is terminated, and
- (b) all contractors working in the territory served by the headquarters are released, where Company employees can do the contracted work with a five (5) day familiarization period and when the necessary tools and equipment are available.

Long Term Lay-Off Procedures

11.09 The following procedures shall apply in laying off Regular employees:

- (1) The most junior employee(s) in each job classification affected in the seniority unit within the headquarters will be identified as surplus provided those to be retained on the basis of seniority are qualified to perform the work remaining.
- (2) The most senior of such employees shall have the option of accepting lay-off or a reassignment. Any reassignment in these circumstances shall be made by the Company in the following order:
 - (a) to his job classification in another seniority unit within the same headquarters provided the employee is qualified to perform the required work and provided such assignment can be made without displacing a

more senior employee;

- (b) first to the same position and then to another position or job classification within the employee's seniority unit for which the employee is qualified to perform the required work within such period of time as may be reasonably required, but in any event not more than ten (10) working days familiarization period, and provided that such assignment can be made without displacing a more senior employee;
 - (c) to another position or job classification in another seniority unit within the same headquarters provided the employee is qualified to perform the required work within such period of time as may be reasonably required, but in any event not more than ten (10) working days familiarization period, and provided that such assignment can be made without displacing a more senior employee;
 - (d) an employee having five (5) or more years of net credited service, who cannot be assigned in accordance with paragraphs (a), (b) or (c) of subsection 11.09 (2) may be assigned to an occupation of his job classification in another seniority unit in a headquarters adjacent to his own, provided the employee is qualified to perform the required work and provided such assignment can be made without displacing a more senior employee.
- (3) An employee assigned in accordance with paragraph (b) or (d) of subsection 11.09 (2) shall be eligible to living and transportation expenses in accordance with sections 23.08 and 23.09 for a period not to exceed 90 days, provided he reports for work in a headquarters other than his own.
 - (4) The Company will attempt to place, in accordance with subsection 11.09 (2) each of the identified surplus employees commencing with the most senior.
 - (5) Those employees eventually constituting the final surplus list shall be laid-off.

Information Lists

11.10 The Company agrees to provide the Union with the following information as soon as possible after such information becomes available:

- (a) a list of all employees who have been identified as surplus including their occupations and headquarters;
- (b) a list of all employees who have been displaced, including their previous job title and their new job title;
- (c) a final list of surplus employees who shall be laid off including their occupation and headquarters;

(d) a revised seniority list in accordance with section 10.04 of this Agreement.

Benefits Coverage - Temporary Lay-Off

11.11 The Company agrees to maintain the eligibility of a laid off employee during the entire period of a temporary lay-off to:

(a) credit for service

(b) participation, without payment of premium, in the:

(i) Comprehensive Medical Expense Plan;

(ii) Vision Care Plan;

(iii) Dental Plan.

(c) Survivor Protection Program, providing the employee prepays the applicable premiums prior to the commencement of a lay-off.

Benefits Coverage - Long Term Lay-Off

11.12 The Company agrees to treat the first 30 days of a long term lay-off as a leave of absence and to maintain the eligibility of a laid off employee during that period to:

(a) credit for service

(b) participation, without payment of premium in the:

(i) Comprehensive Medical Expense Plan;

(ii) Vision Care Plan;

(iii) Dental Plan.

(c) Survivor Protection Program, providing the employee prepays the applicable premiums prior to the commencement of a lay-off.

Reassignment or Transfer

11.13 An employee displaced under section 11.09 shall have the opportunity to be reassigned or transferred, or may at the Company's direction be reassigned or transferred ahead of any job posting applicant to his former position at his original reporting centre prior to the recall of any laid off employee at that location.

Recall Procedures

- 11.14 (a) Employees who are on a temporary lay-off shall be listed on a family-wide recall list within the headquarters in seniority order and so maintained. They shall be recalled in inverse order of lay-off within their family provided they are qualified to perform the work available.
- (b) Employees who are on a long term lay-off shall be listed on a headquarters-wide recall list in seniority order. Where a recall is warranted, the eligible employees shall be recalled in inverse order of lay-off within a headquarters provided they are qualified to perform the work available.
- 11.15 When an employee is recalled to a reporting centre other than his reporting centre at the time of lay-off, he may choose, subject to section 11.17, to refuse recall until a job is available at his original reporting centre, provided the position to which he was recalled can be filled by another employee on lay-off with less seniority who is qualified to perform the work. If an employee is recalled to a reporting centre other than his reporting centre at the time of lay-off, the provisions of section 11.13 shall apply.
- 11.16 It is the responsibility of a laid off employee who desires to be recalled within the terms above to keep the Company informed of his correct address, and to advise the Company within ten (10) days of the date of recall as to his acceptance.
- 11.17 The Company may assume that failure on the part of any laid off employee to notify the Company within ten (10) days concerning his acceptance of an offer of recall, or to report for duty within 15 days from the date of the offer or such other date as mutually agreed upon by the employee and the Company, shall constitute a rejection and the employee shall be deemed to have resigned.
- 11.18 The date of mailing of a registered letter to the employee's last address of record shall be the date of offer of recall.

Lay-Off Allowance Plan – Temporary and Long Term Lay-Off

- 11.19 Regular employees who are laid-off in accordance with this Article for a reason other than technological change shall be granted lay-off allowance under the Lay-Off Allowance Plan.
- 11.20 Except as otherwise provided in section 11.22, a Regular employee's total lay-off allowance entitlement during a period of lay-off shall be as follows:

Net Credited Service On Date of Lay-Off	Lay-Off Allowance Entitlement
Less than 1 year	0
1 year but less than 2 years	3 weeks
2 years but less than 3 years	4 weeks
3 years but less than 4 years	5 weeks
4 years but less than 5 years	6 weeks
5 years but less than 6 years	7 weeks
6 years but less than 7 years	8 weeks
7 years but less than 8 years	9 weeks
8 years but less than 9 years	10 weeks
9 years but less than 10 years	11 weeks
10 years but less than 11 years	13 weeks
11 years but less than 12 years	14 weeks
12 years but less than 13 years	15 weeks
13 years but less than 14 years	16 weeks
14 years but less than 15 years	17 weeks

Three (3) weeks' additional pay for each full year of service in excess of 15 years of net credited service.

11.21 (a) The Lay-Off Allowance Plan becomes operative at the time the employee applies for and qualifies for Employment Insurance benefits and upon receipt of proof that he receives such benefits.

(b) Each week's benefit shall be equivalent to 90% of the employee's regular weekly pay at time of lay-off in the case of a Regular Full-Time employee, and equivalent to 90% of the average earnings in the four (4) pay periods preceding lay-off in the case of a Regular Part-Time employee, less Employment Insurance benefits entitlement.

11.22 (a) In addition to the Lay-Off Allowance Plan referred to in section 11.19, a Regular employee who is on a temporary lay-off shall be granted, during the first two (2) weeks of such a temporary lay-off:

(i) an allowance equivalent to 40% of his regular weekly pay at time of lay-off in the case of a Regular Full-Time employee;

or,

(ii) an allowance equivalent to 40% of his average earnings in the four (4) pay periods preceding lay-off in the case of a Regular Part-Time employee.

(b) Notwithstanding the provisions of subsection 11.23 (a), when a Regular employee on a temporary lay-off has used up his lay-off allowances as

provided under section 11.20, the Company will again grant him an allowance in accordance with paragraph (i) or (ii) of subsection 11.22 (a) for the remaining portion of the temporary lay-off, up to the maximum authorized by the applicable legislation.

11.23 Lay-off allowances will cease as follows:

- (a) When lay-off allowance entitlement is used up;
- (b) When the employee reports for work subsequent to recall;
- (c) When the employee fails to report for work after recall;
- (d) When the employee is disentitled or disqualified from Employment Insurance payments;
- (e) When the employee obtains other employment;
- (f) If the employee resigns.

11.24 Lay-off allowance payments shall be based on the employee's established weekly schedule of work hours (excluding overtime) in effect as of the date of lay-off. The rate of pay used in such computations shall be the employee's basic rate of pay in effect at the date of lay-off.

Reinstatement of Lay-Off Allowance Benefits - Long Term Lay-Off

11.25 An employee who has been recalled following a period of long term lay-off and is again laid-off on a long term basis prior to completing one (1) year of continuous service after the date of return to work shall be granted a lay-off allowance pursuant to section 11.20 based on his overall net credited service after deducting the amount he received from his previous lay-off.

ARTICLE 12 - HEALTH AND SAFETY

12.01 Both parties to the present Agreement recognize the need to ensure the safety and protect the health of all employees.

12.02 It is the Company's responsibility to adopt and introduce, as circumstances may require, reasonable procedures and techniques to provide for the health and safety of employees while at work. The Union may make suggestions regarding safety for consideration by the Company.

12.03 It is the employee's responsibility to take, in accordance with the Company rules and procedures, all reasonable and necessary precautions for his own safety, including the use of all appropriate safety clothing and equipment when required

by those procedures. No employee shall be required to work in an unsafe manner or to use unsafe tools, vehicles or equipment.

12.04 An invitation shall be given to a local health and safety representative to attend any accident investigation meeting involving an employee whom he represents. The local health and safety representative may delegate a Steward from the same local to replace him at the meeting. An invitation shall also be extended to the Local Officer where, in the opinion of Management, the Local Officer may contribute to the development of recommendations that will prevent similar accidents in the future. The Local Officer may delegate another Local Officer from the same local to replace him at the meeting.

12.05 The Company shall pay for all safety equipment that employees are required to wear except for safety footwear.

Where employees are required by the Company to wear safety footwear the Company agrees to pay for each employee.

(a) The full cost up to a maximum of **\$145.00** per calendar year for one (1) pair of safety boots and/or one (1) pair of overshoes to fit safety boots, or

(b) The full cost up to a maximum of **\$90.00** per calendar year for one (1) pair of safety shoes and/or one (1) pair of overshoes to fit safety shoes.

12.06 (a) The Policy health and safety Committee is composed of two (2) members **from each province (Ontario and Quebec)** who are employees in the Craft and Services bargaining unit and four (4) representatives of the Company. Additionally, two (2) **National Representatives** of the Union, or their designates and two (2) other representatives of the Company may attend the deliberations of the Committee as members. **The Policy Committee shall designate a secretary who will be responsible for taking minutes.**

(b) The Policy health and safety Committee shall meet at least quarterly and is responsible for establishing its own rules and procedures as well as the rules and procedures of the local health and safety Committees (Craft and Services), their scope of responsibility, frequency of meetings and any other similar matter.

(c) Except for the number of Committees and the frequency of meetings, the rules for both the Policy and local health and safety Committees, as referred to in subsection 12.06 (b), shall mean the powers and obligations of joint health and safety Committees found in Part II of the Canada Labour Code.

(d) Notwithstanding the provisions of Article 14, any contestations relating to the interpretation, administration or operation of the procedures agreed to by the parties for both the Policy and local health and safety Committees shall not be submitted to the grievance procedure. This subsection does not apply to the provisions contained in Attachments A and B of the agreed procedures

relative to both the Policy and local health and safety Committees.

- (e) It is clearly understood that relevant health and safety issues that have implications that transcend local concerns will be referred to the Policy health and safety Committee together with any notes dealing with that issue.

12.07 The number of local health and safety Committees (Craft and Services) shall be as mutually agreed to by the parties, but in any event shall not exceed eight (8). These Committees are composed, in equal numbers, of employees and representatives of the Company. Committee structures and terms of reference are found in **Attachment F**.

ARTICLE 13 - DISCIPLINARY AND NON-DISCIPLINARY ACTION

13.01 No employee shall, for disciplinary or non-disciplinary reasons, receive a written reprimand or a written warning, be suspended, demoted or dismissed, except for just cause.

13.02 (a) The Steward or Chief Steward shall, unless the employee objects, be invited by the Manager to be present at any meeting between a representative of the Company and that employee called for the explicit purpose of announcing any measure referred to in section 13.01. Where the Steward or Chief Steward invited by the Manager to attend is not scheduled to work at the time the meeting is to be held he may be replaced by the nearest available Steward representing the bargaining unit, from amongst those designated by the Union as a replacement.

(b) Where circumstances require the spontaneous imposition of discipline, the Company undertakes to advise the employee's Steward or Chief Steward as soon after as possible.

13.03 The Company agrees to provide the employee and his Steward with written notification of the imposition of any measure referred to in section 13.01, and the reasons for such measure, at the time it is taken or as soon thereafter as possible.

13.04 An employee may grieve, in accordance with Article 14, the imposition of any measure referred to in section 13.01 which he feels was imposed without just cause.

13.05 In the case of a dismissal, the matter may be referred directly to the second step of the grievance procedure as provided in Article 14.

13.06 All measures referred to in section 13.01 which are imposed for a breach of discipline shall form and become part of the disciplinary record of that employee.

13.07 An employee shall have the right to inspect his disciplinary record annually after making suitable arrangements with his Manager. The employee and/or his Union

Representative shall also have the right under the same conditions to inspect the disciplinary record, where the employee grieves the imposition of discipline or a dismissal at the first step of the grievance procedure and at the third step if so requested by the Union. For grievances taken up at the second step pursuant to section 13.05 the second step shall be treated as the first step in the grievance procedure for purposes of inspecting the disciplinary record.

- 13.08 The period accorded to an employee in which to effect improvement shall not exceed six (6) months.
- 13.09 The record of all measures referred to in section 13.01, which were imposed for a breach of discipline, shall be removed from an employee's disciplinary record after two (2) years.

Security Interviews

- 13.10 A Steward or Chief Steward shall be granted immediately prior to a Security interview a maximum of 15 minutes to confer with the employee whom he represents.
- 13.11 The Steward or Chief Steward shall, unless the employee objects, be invited by management to attend a Security interview whenever an employee is interviewed by a representative of the Company's Security Department.
- 13.12 The employee shall be advised, in general terms (for example: misappropriation, conflict of interest, breach of trust, etc.), of the nature of the interview, and unless the employee objects, the Steward or the Chief Steward shall be invited by management to attend a Security interview whenever an employee is interviewed by a Security representative of the Company.**
- 13.13 In conducting of such interviews, Company and Union representatives will perform their respective responsibilities in a professional and courteous manner with mutual respect for their counterparts. The main purpose of the interview is to determine the facts in relation to the matter being investigated. It is understood that local management and Union representatives, although not active participants, will have the ability to ask questions for clarification purposes but shall, in no way, disrupt the investigation process.**

ARTICLE 14 - GRIEVANCES

Definitions

"Grievance" shall mean a statement that is submitted in accordance with the applicable procedure contained in this Article and which sets out any difference relating to the interpretation, application, administration or alleged violation of any provision of

this Agreement.

"**Complaint**" shall mean an issue relating to matters not regulated by this Agreement which a grievor seeks to have adjusted under the provisions of this Article.

"**Day**", for purposes of this Article, shall mean any day that is not Saturday, Sunday or one of those holidays described in Article 20 of this Agreement.

"**Grievor**" shall mean the employee concerned, a local of the Union, the Union or the Company.

Grievance Procedure - Individual Grievances

Step 1

14.01 A grievance shall be submitted within 30 days from the time the employee knew or could reasonably be expected to have known of the event allegedly giving rise to the grievance,

(a) to his second level of management by:

(1) the employee alone,

(2) the employee accompanied by the Steward, or,

(3) the Steward alone, provided the grievance is signed by the employee. The second level of management, receiving a grievance submitted in accordance with the above, shall acknowledge its receipt by signing it and recording the date the grievance was submitted.

or

(b) in the case of a grievance which alleges sexual harassment, the matter may be referred directly to Step 2 of the Grievance Procedure.

14.02 The second level Manager shall convene a meeting and render his decision orally within ten (10) days of receipt of the grievance. He shall sign and date the grievance form.

Step 2

14.03 When the grievance has not been settled at Step 1, it may be submitted by a representative of the Local, to the third level of management within ten (10) days of the disposition of the matter at Step 1.

14.04 The third level Manager shall meet with two (2) representatives to be designated by the Union and, if deemed necessary by either party, the grievor, and shall

render his decision within ten (10) days of being advised of the grievance. A written statement of position shall be entered by the third level Manager on the grievance form.

Step 3

- 14.05 When the grievance has not been settled at Step 2, it may be submitted to the Company Grievance Committee within 30 days of the disposition of the matter at Step 2.
- 14.06 A notice of intention to appeal to the Company Grievance Committee shall be forwarded to the General Manager of Labour Relations, and shall include a written statement of the Union's position, signed and dated by an Officer or employee of the National Union. A copy of this statement shall be attached to a copy of the grievance form.
- 14.07 The Company Grievance Committee shall meet with Union Representatives in an attempt to resolve the grievance, and shall furnish the Union within 30 days of receipt of the notice of the intention to appeal, with a written statement of the resultant grievance settlement, or, if no settlement has been achieved, of the Company's final position.
- 14.08 The Company Grievance Committee shall consist of not more than four (4) people. Union representation at meetings with the Company Grievance Committee shall be limited to four (4) people of which not more than two (2) shall be employees of the Company. In addition, if deemed necessary by either party, the grievor may attend.

Company or Union Grievances

- 14.09 Either party may submit to the other, grievances relating to the interpretation, application, administration or alleged violation of any provision of this Agreement, and which are general in nature and for which a general remedy is sought, within 30 days of the action or circumstances allegedly giving rise to the grievance, or within 30 days from the date on which the grievor knew, or reasonably ought to have known of such event.
- 14.10 This procedure shall not be used for processing individual grievances.
- 14.11 A Company or a Union grievance shall be processed in accordance with the intent of the provisions of the Individual Grievance Procedure and within the applicable time limits, provided always that:
- (1) in the case of a grievance concerning a practice, procedure, event or circumstance having less than Company-wide application, the parties may mutually agree to waive the meeting and decision at a particular step and submit the grievance within three(3) days of such a decision to the next subsequent step.

- (2) in the case of a grievance concerning a practice, policy, event, or circumstance which has Company-wide application, it shall be submitted directly by the President of the Union, or an Officer of the Union, to the Director of Industrial Relations, or if a Company grievance, by the latter to the former. The submission and the processing of such a grievance shall be in accordance with the intent of Step 3 of the Individual Grievance Procedure.

Time Limits

- 14.12 It is the mutual desire of the parties hereto that grievances be resolved as quickly as practicable. Time limits are prescribed for this purpose.
- 14.13 Any grievance not submitted in conformity with the mandatory time limits prescribed in this Article shall be deemed to have been abandoned and cannot be continued or re-opened. If the Company fails to respond, (or, in the case of a grievance by the Company, where the Union fails to respond), or if a grievance is not settled at Steps 1 or 2 within the prescribed time limits, the grievor may proceed immediately to the next Step. Time limits may be extended only by mutual agreement in writing.

General

- 14.14 A grievance shall be in writing, on a standard form approved by the Company, and shall include:
- (a) the grievor's name and occupation;
 - (b) the date of the event giving rise to the grievance;
 - (c) the nature of the grievance, including loss or detriment alleged to have been suffered;
 - (d) the remedy sought from the Company;
 - (e) the Article(s) alleged to have been violated.
- 14.15 A grievance shall not be deemed to be invalid prior to Step 2 by reason only of the fact that the grievance form was not properly completed with respect to the information stipulated in section 14.14.
- 14.16 When a grievance or complaint is being handled by a representative of the Union, the Company will not endeavour to settle the grievance or complaint with the employee involved without prior notice to the representative. Where, after such notice, an interview between the employee and management is to take place, the employee shall have the right to be accompanied by a representative. No such grievance or complaint will be deemed to have been settled without the concurrence of the employee's Union representative.

- 14.17 The right of any employee, or group of employees, at any time, to present their personal grievances or complaints to management through the regular supervisory channel is not restricted by this Agreement, except when such grievance or complaint is being handled, or has been handled, by the Union.
- 14.18 A non-disciplinary grievance meeting may, with the consent of the local union, be held through the use of video/teleconferencing facilities. It is understood that this consent will not be unreasonably withheld.
- 14.19 A Manager convening a meeting in accordance with sections 14.02 or 14.04, may have another management representative in attendance.
- 14.20 At any step in the grievance procedure a grievance may be settled by:
- (a) upholding the Company's action
 - (b) reversing the Company's action
 - (c) any other arrangement which is acceptable to the parties

If not settled in the grievance procedure the grievance may be referred to an Arbitration Board under Article 15.

Complaint Procedure

- 14.21 (a) A complaint may be submitted orally except that where submitted to the third level of management or above, it shall be in writing.
- (b) Oral warnings or reprimands may not be the object of a complaint or grievance.
- 14.22 A complaint shall follow the steps and observe the time limits provided in this Article for the processing of Individual Grievances, or Company and Union Grievances, as appropriate.
- 14.23 Subject to section 14.24 it is agreed that a written statement of settlement, or failing settlement, a written statement of Company position, at Step 3 shall constitute the final resolution of the complaint.
- 14.24 Where, prior to a Step 2 meeting, the Union alleges that the subject matter of a complaint is a difference relating to the interpretation, application, administration or alleged violation of any provision of this Agreement, the Union shall identify the provision of the Agreement allegedly violated and that matter may then be pursued as a grievance.
- 14.25 In an effort to promote cooperative and speedy resolution of grievances the parties may, by mutual consent, use a mutually agreed mediator prior to arbitration. The party instituting mediation proceedings shall, provide ten (10) days notice, along with a list of three (3) neutral mediators. The recipient of the notice shall have ten (10) days to respond. The cost of mediation shall be shared

equally between the parties. In the event the parties are unable to resolve the matter through mediation, they shall continue with the arbitration process. Attendance at mediation meetings will follow the rules associated with grievances and any cost sharing will follow the rules of the grievance process.

ARTICLE 15 - ARBITRATION

- 15.01 When a grievance relating to the interpretation, application, administration or alleged violation of any provision of this Agreement is still unresolved after the grievance procedure has been exhausted, there shall be no stoppage of work, but the Union or the Company may institute arbitration proceedings in the manner, and subject to the terms, set forth below.
- 15.02 It being agreed that the right to arbitration does not extend to any matters other than those expressly mentioned in section 15.01 of this Article, either party may, within 30 calendar days of the expiry of the disposition of the matter at Step 3 of the grievance procedure, but not later, institute arbitration proceedings by written notice to the other party. The notice shall state the matter at issue and shall state in what respect the Agreement has been violated or misinterpreted by reference to the Article or Articles relied upon, or state in what respect the application or administration of the Agreement is being contested. The notice shall also stipulate the nature of the relief or the remedy sought.
- 15.03 (a) The party instituting arbitration proceedings shall, in the notice referred to in section 15.02, suggest the names of three (3) neutral persons any one of whom it is prepared to accept as an Arbitrator.
- (b) The recipient of the notice referred to in section 15.02 shall, within ten (10) days, notify the other party of:
- (i) its acceptance of one of the persons proposed by that party to act as an Arbitrator; or
 - (ii) suggest the names of other neutral persons it proposes to act as an Arbitrator.
- (c) Where, within 30 days of the sending of the notice referred to in section 15.02, or such period as the parties may agree, the parties fail to agree on an Arbitrator, either party may apply to the Minister of Human Resources Development Canada to appoint as Arbitrator a person knowledgeable and experienced in the interpretation of written collective agreements. That party shall send a copy of the application to the other party and such party shall, within ten (10) days, advise the other party of its receipt of the application.
- 15.04 Where an Arbitrator has been chosen pursuant to section 15.03,
- (a) the Arbitrator shall suggest dates on which to commence the hearing of the

matter in dispute. Such dates shall be, insofar as possible, within 60 days of the appointment of the Arbitrator, or such longer period as the parties may agree;

- (b) the Arbitrator shall, on the day scheduled pursuant to subsection 15.04 (a), meet to hear the matter at issue unless the parties and the Arbitrator agree on another date on which to commence the hearing; and
- (c) where the hearing of the matter cannot be completed in one (1) day, it will be scheduled, insofar as possible, to continue within 30 days of the date of the first hearing, or such longer period as the parties may agree.

Board of Arbitration

15.05 Either party may, in the correspondence contemplated under sections 15.02 or 15.03, notify the other party of its suggestion to proceed before a Board of Arbitration. Provided both parties agree, an Arbitrator selected in accordance with sections 15.03 or 15.06 shall be appointed as Chair of the Arbitration Board. Each party shall be responsible for naming its own nominee to the Arbitration Board, ensuring that the nominee is available on the date scheduled to commence the hearing of the matter in dispute, and will advise the other party and the Chair ten (10) days prior to the date scheduled for the hearing of the name of its nominee. Where the parties have agreed to a Board of Arbitration, references in this Article to "Arbitrator" will be read to mean "Arbitration Board", where appropriate.

Expedited Arbitration Process

15.06 Where the matter at issue is one relating to the alleged violation of section 13.01, it may be submitted to the following process of expedited arbitration:

- (a) A list of Arbitrators, who shall be mutually agreed to by the parties, will be established according to, and dependent on, their availability.
- (b) Unless the parties mutually agree to a lesser number of days, three (3) days in each calendar month shall be scheduled on dates mutually agreed to by the parties, as potential hearing days, for a period of six (6) months in advance, for each of the succeeding six (6) months.
- (c) The Union shall assign to these Arbitrators, no later than 30 calendar days prior to its sitting, the grievance(s) to be heard. No more grievances than can reasonably be heard within the sitting days provided in that month may be referred to that Arbitrator.

15.07 By mutual written agreement of the parties, any other grievance that is not one in relation to the alleged violation of section 13.01 may also be submitted to the Expedited Arbitration Process.

General

- 15.08 Where the matter at issue is one relating to the alleged violation of section 13.01, the Arbitrator, subject to the terms of this Agreement, has the power to:
- (a) uphold the penalty,
 - (b) reverse the penalty, or
 - (c) modify the penalty in a just and reasonable manner based on the evidence before him.
- 15.09 The decision of the Arbitrator shall be made within 60 days of the first hearing unless the parties otherwise agree or unless owing to circumstances beyond the control of the Arbitrator, it is not practicable to make a decision within the 60 days.
- 15.10 It is the intention of the parties to adhere to the time limits expressed in this Article but the failure of an Arbitrator to do so does not affect the jurisdiction of the Arbitrator to continue with and complete the arbitration proceedings.
- 15.11 If at Step 3 of the grievance procedure the parties are unable to agree as to whether the matter at issue is one relating to an alleged violation of section 13.01, the procedure described in section 15.06 shall not apply.
- 15.12 The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions thereof, and in reaching its decision it shall be bound by the terms and provisions of this Agreement.
- 15.13 Each party shall pay one-half the fees and expenses of the Arbitrator (or Chair, where applicable) and of any clerk or stenographer whom the Arbitrator (or Chair, where applicable) may require. Except as aforesaid, each party shall bear all expenses incurred by it whether of witnesses, the attendance of witnesses and representatives, exhibits, fees and expenses of its own nominee (where applicable), or otherwise.
- 15.14 The decision of the Arbitrator shall be final and binding on the parties, but such decision shall not have retroactive effect prior to the date of the occurrence on which the grievance is based. Where applicable, the decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chair shall govern.

ARTICLE 16 - TECHNOLOGICAL CHANGE

- 16.01 "**Technological Change**" in this Article means:

- (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
- (b) a change in the manner in which the Company carries on the business that is directly related to the introduction of that equipment or material.

16.02 The Company agrees to consult with the Union in order to assist employees whose terms and conditions of employment are affected by any technological change to adjust to the effects thereof.

16.03 Whenever the Company proposes to effect a technological change that is likely to result in the termination of employment of 50 or more employees within the bargaining unit, it shall give notice of the technological change to the Union at least 120 days prior to the date of any such termination. The notice shall be in writing and shall state:

- (a) the nature of the technological change
- (b) the date upon which the Company proposes to effect the technological change
- (c) the approximate number and type of employees likely to be affected by the technological change
- (d) the locations where the technological change will have effect.

The Company further agrees to meet with the Union at the time such notice is given in an endeavour to reach agreement on an alternative to termination.

16.04 Where within 12 months of the date on which the Company effected, in a location, a technological change for which notice is required under section 16.03, the Company requires a further reduction of the work force in that location as a result of the ongoing effects of that technological change, the provisions of sections 16.02 and 16.05 to 16.11 inclusive shall apply to the employees affected.

16.05 In the event the Company and the Union are unable to reach agreement within 30 days of the Union being notified, in accordance with section 16.03, an affected employee may:

- (a) elect to accept termination of service in accordance with section 16.08, or
- (b) elect to invoke the lay-off provisions of section 11.09 and subsequent sections of Article 11.

16.06 Whenever the Company proposes to effect a technological change the impact of which is less extensive than that described in section 16.03, the Company shall

not resort to lay-off or part-timing of Full-Time employees, except with the agreement of the Union.

16.07 All employees with six (6) or more months net credited service shall not be subject to lay-off or termination due to technological change, but may elect termination in accordance with the provisions of section 16.08, as an alternative to being reassigned or transferred. For employees with less than six (6) months of net credited service, any lay-off or recall resulting from technological change shall be made in accordance with the relevant provisions of Article 11, and termination allowance shall be paid, where applicable, in accordance with the provisions of section 16.08.

16.08 (a) Termination allowances in amounts computed in accordance with subsection 16.08 (c) shall be paid to employees whose service is terminated by the Company and the termination is directly attributable to a technological change, unless:

- (i) the employee is retiring on pension where the Company has been advised, in advance of the notification of technological change given pursuant to section 16.03, of his intention to retire on pension;
- (ii) the employee is leaving the service at the compulsory retirement age and is eligible to a deferred annuity.

(b) Termination allowances will not be paid to employees who are dismissed for misconduct, or resign.

(c) The amount of termination allowance paid in accordance with this Article will be computed as follows:

Termination Allowance

Net Credited Service		
Period Completed	But Less Than	No. of Weeks Pay
-	2 years	2
2 years	3 years	4
3 years	4 years	6
4 years	5 years	8
5 years	6 years	10
6 years	7 years	12
7 years	8 years	14
8 years	9 years	16
9 years	10 years	18
10 years	11 years	21
11 years	12 years	24

12 years	13 years	27
13 years	14 years	30
14 years	15 years	33
15 years	16 years	36
For each subsequent 6 month period:		
16 years through 25 years		2
From 25 years		2 ½

16.09 If an employee with six (6) months or more net credited service is transferred or reassigned as a result of technological change to a position or occupation different from the one immediately prior to the transfer and the basic rate of pay for the new position or occupation is lower, the employee so transferred will receive a "Transfer Indemnity" paid as a lump sum calculated on the basis of the differential between the rates of pay for a period of 12 months.

16.10 If an employee is transferred to another locality as the result of technological change and in accordance with the definition of a transfer contained in Article 22 or paragraph (iv) of subsection 23.01 (a), the provisions of section 22.09 shall apply.

16.11 (a) An annuity shall be available to an eligible employee who has been displaced from his job as a result of technological change and to whom the provisions of section 16.07 apply. Such an employee shall be eligible if the job displacement results in a termination of employment and the termination occurs to an employee who has 15 years' or more of service and who is not eligible to a deferred annuity under the terms of the "Plan for Employees' Pensions, Disability Benefits and Death Benefits" as amended to 1 January 1975. The amount of the annuity payable to an employee shall be calculated in accordance with the formula used to determine the amount of a deferred annuity payable under the terms of the Plan and payable at the time provided in the Plan.

(b) An employee's entitlement to the annuity provided in subsection 16.11 (a) ceases where:

(i) the employee becomes eligible to a deferred annuity under the Plan as a result of any applicable law now or hereafter enacted, or any change in the Plan;

or

(ii) the employee, subsequent to his termination of employment, is re-employed by the Company and becomes eligible to another annuity as provided under the Plan.

16.12 The Company and the Union agree that Sections 52, 54 and 55 of the Canada Labour Code shall not apply to the parties to this Agreement during its term.

ARTICLE 17 - WAGE ADMINISTRATION

17.01 "**Basic Rate of Pay**" means the amount of money per week, as specified in the applicable wage schedule, which is paid to a Full-Time employee for working his basic hours of work.

Rates of Pay for Part-Time Employees

17.02 The rate of pay for a Part-Time employee shall be on a pro-rata proportion of the rate established for the occupation concerned, unless a specific schedule for Part-Time employees forms part of this Agreement.

Higher Rates of Pay to Individual Employees

17.03 A new or transferred employee who has had previous experience, related training or educational qualifications beyond the standard requirements, may be placed at a wage rate commensurate with such experience, training or education. An employee on demotion treatment may be placed at a wage rate commensurate with his service and experience.

Demotion Treatment

17.04 The Company agrees that it will not change, during the term of this Agreement, the procedures which were in effect on the date of signing this Agreement for determining wage treatment for employees covered by this Agreement who are subject to demotion treatment.

Alternative Plans

17.05 (a) The Company may, at its discretion, authorize alternative plans, as specified in Attachment C, for a locality. The Company agrees to notify the Union when such alternative plans are authorized.

(b) When alternative plans are introduced in a locality all employees on the affected steps of the wage schedule will be paid under the alternative plan. If an alternative plan is removed from a wage schedule, all employees on the plan at the time it is removed will continue to be paid the alternative rate until they reach the step where the alternative and regular plans merge.

Wage Increases

17.06 (a) Increases shall be granted on the basis of merit as determined by the

Company. The time interval specified for each step of a wage schedule is a period during which an employee is under survey as to his capacity and qualifications.

- (b) Where, in the opinion of the Company, an employee has not demonstrated sufficient qualifications or capacity to warrant an increase on the basis of merit, he shall be so notified in writing no later than 15 days prior to the due date for the increase. A copy of the notice is to be sent to the employee's Steward.
- (c) Where an employee receives a notice pursuant to subsection 17.06 (b) he may, within ten (10) days of receipt of the notice, review, with his immediate supervisor, the reasons for the withholding of the increase. Should the employee, following the review, believe the action is unwarranted, he may take the matter up as a grievance.

17.07 The time intervals for each step of Wage Schedule 1, 2, 3 shall be six (6) months.

17.08 The time intervals specified for each step of the wage schedules shall be computed as follows:

- (a) For an employee engaged or re-engaged between the first and fifteenth of the month, from the first day of that month.
- (b) For an employee engaged or re-engaged between the 16 and the last day of the month, from the first day of the following month.

17.09 The effective day for an increase shall be the first day of the bi-weekly period closest to the first day of the month.

Pay Treatment - Employee Absent

17.10 (a) Increases or decreases in the basic rate of pay, which an employee would have received had he been on the job, shall not be made effective while he is absent due to leave of absence, accident, sickness or quarantine.

(b) Where, for reasons of accident, sickness or quarantine, an employee is absent for 30 days or less and his progressional wage increase is delayed until his return to work in accordance with subsection 17.10 (a), the effective date of any subsequent progressional wage increase shall not be affected.

(c) Where, for reasons of accident, sickness or quarantine, an employee is absent for more than 30 days and his progressional wage increase is delayed until his return to work in accordance with subsection 17.10 (a), the effective date of any subsequent progressional wage increase shall be calculated from the day the employee returns to work.

- (d) Notwithstanding the provisions of subsection 17.10 (c), where an employee is absent for more than 30 days for reason of a leave granted under section 32.01, 32.02 or 32.03, the provisions of subsection 17.10 (b) shall apply.

Pay Days

- 17.10** An employee shall be paid by **direct deposit** every alternate Friday of the two (2) week period ending the Saturday previous to the pay day. The pay shall include the salary for scheduled hours worked at the basic rate of pay, overtime hours worked and all other applicable additions in pay for the two (2) week period ending on the Saturday proceeding the pay day. Pay will be adjusted for unpaid absences which occurred during such two (2) week period.
- 17.11** **If an employee has a significant issue or discrepancy in his pay, the employee will discuss the pay issue with his manager and will be given time during working hours to deal with the issue. The Company will make every reasonable effort to correct the pay issue within a 48 hour period.**
- 17.12** The rates of pay for any new jobs created during the life of this Agreement shall be negotiated with the Union before being put into effect.

Promotional Treatment

- 17.13** When an employee is promoted to a higher rated job on the same wage schedule:
- (a) if the employee is not at the top rate for his classification prior to promotion he shall continue to progress through the schedule in the normal manner until his new top rate is reached;
 - (b) if he has been less than six (6) months on the top rate for his classification prior to promotion he shall move to the next higher step on the schedule at the expiry of six (6) months from the date he reached the maximum rate for his classification prior to promotion;
 - (c) if he has been six (6) months or more at the top rate for his classification prior to promotion he shall move to the next higher step on the schedule at the time of promotion.
- 17.14** When an employee is promoted to a higher rated job in a different wage schedule he shall move immediately to the step on the new schedule which has the same rate as his present wage or, if there is no identical rate on the schedule, to the closest higher rate to his present wage rate. If the employee was not at the maximum rate prior to promotion he shall carry forward any wage credit accumulated towards his next progressional increase. If the employee was at the

maximum rate for his classification prior to promotion and his new wage rate is not the maximum for his new classification, he shall be eligible for a **progressional** increase on the new schedule six (6) months after promotion.

ARTICLE 18 - HOURS OF WORK

Definitions

For the purpose of this Agreement,

18.01 "**Basic Hours of Work**" means the number of hours of work per day and per week as established by this Agreement and set forth in this Article for Full-Time employees.

(a) "**Tour of Duty**" means the time worked by an employee on any working day.

(b) "**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 he has been advised in advance.

(c) "**Scheduled Work Week**" means the scheduled tours of duty comprising the basic hours of work for the week.

(d) "**Day Tour**" means a tour of duty which falls between the hours of 7:00 A.M. and 6:00 P.M.

(e) "**Off-Normal Tour**" means a tour of duty, all or a portion of which falls between the hours of 6:00 P.M. of one day and 7:00 A.M. of the following day.

Full-Time Employees

18.02 The basic hours of work per day for a Full-Time employee shall be seven and a half (7½) hours.

The basic hours of work per week for a Full-Time employee shall be 37 ½ hours on the basis of a five (5) day week. However, the basic hours of work may be averaged over a two (2) week period on the basis of ten (10) days totalling 75 hours.

Part-Time Employees

18.03 The Company shall determine and establish the hours of work per day and days of work per week for all Part-Time employees.

A Regular Part-Time employee shall be scheduled a minimum of 15 hours per

week, in increments of not less than one-half tour, except in situations where the Director of Industrial Relations and the appropriate Vice-President of the Union or their delegate agree that a number of employees are surplus.

Additional Straight Time

18.04 Payment for the first one-half hour of time worked immediately before or after the basic hours of work per day shall be paid at straight time.

Banked Time

18.05 An employee may request to be compensated for additional straight time worked in accordance with section 18.04, on a ratio of one for one (1:1) for time off in lieu of payment from his scheduled tours of duty; and,

Except for overtime compensated under the provisions of sections 19.09 and 19.10, an employee may request to be compensated for overtime hours worked by time off in lieu of overtime payment on the basis of one hour and a-half (1½) for each hour of overtime worked.

- (a) An employee's request to bank such time off in lieu of payment must be made known to his manager when his work on the day is coded for payroll. Time banked by an individual employee for purposes of time off in lieu of payment shall never exceed **150** hours, at any one time.
- (b) An employee may request to be compensated by time off in lieu of payment of the premiums provided under sections 18.23 and 18.25 in accordance with the provisions of this section.
- (c) Any such time off shall be subject to service requirements and scheduled at a time mutually agreed to by the employee and the Company and, when taken, shall be paid at the employee's basic rate of pay. The minimum amount of time off which may be granted under this section shall be one (1) hour.
- (d) An employee with banked time owing shall, if he requests it, be scheduled at least one (1) day off in each two (2) month period beginning January 1st of each year, at a time mutually agreed to by the employee and the Company.
- (e) **Notwithstanding Article 18.05 (d), where an employee having banked time owing provides (1) month notice of their banked time request to the Company, the request for time owing shall be granted, provided that the total number of employees granted their compensated time-off bank and those taking vacation and any other paid or unpaid leave do not exceed the percentage of employees entitled to be on vacation at the**

same time, as per Article 21. Union time will not be included in these calculations.

- (f) **Requests for banked time owing will be granted by seniority, however requested time-off that has been previously granted to a junior employee, shall not be displaced by a senior employee's request. If there is no more availability (as per 18.05 (e) above) to accommodate a request from a more senior employee, his request will be denied.**

Said requests for banked time owing that have been granted shall not be cancelled or changed without the mutual consent of the employee and the manager.

- (g) Notwithstanding sub-section **18.05 (c)**, and providing that he has sufficient time banked, a part-time employee who worked less than 37.5 hours in a week may use banked time to top-up his hours of work in that week to a maximum of 37.5 hours.
- (h) In lieu of taking the time off provided under this section, an employee with banked time owing may request **to cash out 37.5 hours twice per calendar year, at his basic rate of pay, for total of 75 hours per calendar year. In the year of his retirement, the employee may cash out all of his banked time owing if he is unable to take the time off; however, the company has the right to extend an employee's retirement date to allow him to use some of, or his entire bank. In order to limit the company's exposure, there must be a minimum of 180 days between any two (2) cash outs.**
- (i) When an employee is taken ill or meets with an accident before leaving work on the last day of work preceding the day scheduled for taking banked time off, it shall be rescheduled in accordance with the provisions of this section.

The day off will not be rescheduled for indisposition occurring after the employee leaves work on the last day preceding the day scheduled for taking banked time off.

Arrangement and Assignment of Tours of Duty

- 18.06 (a) The arrangement of hours for all tours of duty shall be established by the Company.
- (b) In each Tier D entity, work schedules will be prepared, in accordance with the provisions of sections 18.02 and 18.04, for a minimum of 30 weeks in each calendar year that provide Full-Time Employees, who elect to do so, with the opportunity to work during those weeks with a schedule of 40 hours per week (or 80 hours averaged over a two (2) week period). An employee may elect

to be paid for the Additional Straight Time worked under these schedules or to bank it in accordance with the provisions of section 18.05.

- 18.07 The tours of duty may be scheduled on any day of the week, including Sunday, depending upon the requirements of the job.
- 18.08 No employee shall, without his consent, be required to work more than 12 consecutive tours.
- 18.09 Where an employee is required to work overtime on a Sunday and works his basic hours for that day, such tour of duty shall be considered as a part of his scheduled work week for pay purposes and his scheduled work week will be unaffected. If the employee has not been given 48 hours notice of such overtime work, he shall receive an additional one (1) hour's pay.
- 18.10 The assignment of an employee to a tour of duty shall be made by the Company to meet service requirements, due consideration being given to the seniority of the employee in the group.
- 18.11 At least four (4) days' notice, by posting, shall be given by the Company to an employee who is to be changed from his scheduled tour of duty. Any change in scheduled tour of duty arising from the application of section 18.09 shall not require notice by posting.
- 18.12 Where a change in schedule requires an employee to start a new tour of duty within 24 hours of the start of his previous tour, there shall be an interval of at least eight (8) hours between the two (2) successive tours.
- 18.13 With the approval of the Company, an employee may have his scheduled tour of duty changed at his own request.

Meal Period

- 18.14 The meal period for an employee shall not exceed one (1) hour off the job.
- 18.15 On all scheduled off-normal tours, scheduled Sunday day tours and scheduled holiday day tours, 20 minutes shall be allowed for lunch as part of the tour of duty.
- 18.16 When the job requires seven and a half (7½) or more hours continuous attendance by an employee, 20 minutes shall be allowed for lunch on the job as part of the tour of duty.
- 18.17 When a meal period not to exceed 20 minutes is authorized in connection with overtime work, such meal period shall be considered as work time.

Premium Pay for Changes in Scheduled Tours

18.18 If an employee is given less than four (4) days' notice of a change in his tour of duty, he shall be paid in accordance with the following:

- (a) When the change in tour is made at the employee's request he shall be paid on a straight time basis.
- (b) When an employee reverts to his own scheduled tour after he has worked two (2) or more consecutive relief tours he shall be paid on a straight time basis.

However, if the interval between the start of the last relief tour worked and the start of the first tour on his own schedule is less than 24 hours, he shall be paid one-half time extra on the first tour of his own schedule for the time worked which is outside the last relief tour worked.

- (c) In all other circumstances, he shall be paid one-half time extra for time worked outside the tour of duty previously scheduled for the day, but only for the number of days by which the notice given is short of the four (4) days' notice requirement.

Premium Pay for Changes in a Scheduled Work Week

18.19 (a) If a Full-Time employee is given less than four (4) days' notice, by posting, of a change in his scheduled work week, he shall be paid one-half time extra for time worked on a day outside the work week previously scheduled, but only for the number of days by which the notice given is short of the four (4) days' notice requirement. Any change in scheduled work week arising from the application of section 18.09 shall not require notice by posting.

- (b) The four (4) days' notice as referred to in subsection 18.19 (a) will commence on the day following the actual day of notice to either the new tour of duty which is outside the previous scheduled work week or to the cancelled tour of duty, whichever comes first.

Differential for Work in Off-Normal Period

18.20 An employee who is scheduled to work 30 or more hours per week, shall be paid a differential for each off-normal tour worked as follows:

Hours Worked in the Off-Normal Period	Differential
Less than 2	\$ 1.35
2 but less than 4	2.36
4 but less than 6	3.50
6 and over	5.11

18.21 Differentials shall not be paid:

- (a) For any period when an employee is being paid on an overtime basis.
- (b) For paid absence from duty.
- (c) For any period where an employee is being paid a premium under sections 18.18 or 18.19, except that differentials shall be paid for off-normal tours of duty worked on Sunday where an employee is changed from one scheduled tour of duty to another without four (4) days' notice being given.

18.22 An employee whose shift starts or ends between 12:01 A.M. and 5:59 A.M. shall be paid a premium of \$3.86, in addition to any other premiums or differentials which are applicable.

Premium Pay For Consecutive Saturdays Worked

18.23 An employee who is scheduled to work five (5) days per week, or ten (10) days over a two (2) week period, and who, at the direction of the Company, works at least three and three-quarter hours ($3\frac{3}{4}$) on each of successive Saturdays, shall, except as otherwise provided in section 18.24, be paid one-half ($1\frac{1}{2}$) time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked.

18.24 This premium shall not be included in wage payments for paid absence from duty, or for any time for which an employee is receiving a rate of pay which, exclusive of tour differentials, is higher than his basic rate of pay.

Sunday Premium Pay

18.25 An employee who works a scheduled tour any period of which falls between midnight Saturday and midnight Sunday shall be paid Sunday Premium Pay. Sunday Premium Pay is one-half time extra for the time worked in this period.

18.26 This premium shall not be included in wage payments for paid absence from duty, or for any time for which an employee is receiving a rate of pay which, exclusive of tour differentials provided in sections 18.20 and 18.22 and the special compensation provided in section 18.27, is higher than his basic rate of pay.

Christmas Eve and New Year's Eve - Special Compensation

18.27 An employee who works on Christmas Eve or New Year's Eve, shall be paid straight time extra for all time worked between the hours of 6:00 P.M. and 12:00 Midnight.

Time Spent Travelling in Company Vehicle

18.28 An employee driving a Company-owned or Company-hired vehicle shall be

deemed to be at work during the time he is necessarily in control of such vehicle and acting in the course of his employment.

- 18.29 An employee who is being transported to or from the job in a Company-owned or Company-hired vehicle shall be deemed to be at work while travelling in such vehicle.

Time Travelling – Other than To and From The Job

- 18.30 Time travelling on Company instructions, between regular or temporary headquarters and outside normally scheduled working hours, shall be considered as travel time, and shall be apportioned as to payment or non-payment as follows:

- (a) When sleeping accommodation is provided en route, only time travelling between the hours of 7:00 A.M. and 10:00 P.M. (including unavoidable stop-over time between connections) shall be considered as travel time;
- (b) When no sleeping accommodation is provided en route, all travel time (including unavoidable stop-over time between connections) shall be considered as travel time;
- (c) Travel time under subsection 18.30 (a) and (b) shall be paid for on a straight time basis.

Relief Period

- 18.31 (a) A relief period not to exceed 15 minutes shall be granted to every employee as close to the middle of each of his half tours as the efficiency of the Company's operations permits.
- (b) To qualify for a relief period during an overtime assignment an employee must have completed two (2) hours of work and be expected by the Company to work a minimum of three (3) hours on that overtime assignment.

Work at a Visual Display Terminal

- 18.32 An employee working on a visual continuously at a Visual Display Terminal shall not be scheduled more than two hours on duty without a relief or meal period. Where a relief or meal period cannot be so scheduled, the employee shall be entitled to take a five minute break after two continuous hours work at a Visual Display Terminal.

ARTICLE 19 – OVERTIME

19.01 "**Overtime**" means the time worked by an employee:

- (a) in addition to his scheduled tour of duty and time worked in accordance with section 18.04 on any day, or
- (b) on a day outside his scheduled work week.

19.02 Except where otherwise provided herein, overtime in excess of eight (8) hours per employee in one (1) week and overtime in excess of 16 hours in a designated four (4) week period shall be on a voluntary basis.

19.03 Where service demands are critical, as in the case of major cable breaks, equipment failures, or in other circumstances which endanger the safety of customers or the public, compulsory overtime may be assigned in excess of eight (8) hours per employee in one (1) week.

19.04 (a) Day Tours

An employee is entitled to a minimum of eight (8) consecutive hours off work during the 24 hour period commencing with the start of his regular tour. Seven (7) of these hours should normally be between the hours of midnight and 7:00 A.M. for those employees working a day tour. An employee who works non-scheduled overtime (that is, overtime without 48 hours notice), shall have the hours worked between midnight and 7:00 A.M. reduced from his next scheduled tour provided that the employee begins the next scheduled tour within eight (8) hours of the conclusion of the overtime hours worked. Where the overtime immediately precedes his next scheduled tour or if the Company requires the employee to commence his next scheduled tour without eight (8) consecutive hours off the job, the length of his tour shall be reduced by an amount of time equivalent to the overtime hours worked between midnight and 7:00 A.M. All employees will be paid on a straight time basis for any time on his next scheduled tour for which he is excused because of working on an overtime basis between the hours of midnight and 7:00 A.M.

(b) Off-Normal Tours

An employee who is required to work 16 hours or more in the 24 hour period commencing with the start of a scheduled tour, shall normally not be required to report for his next scheduled tour until he has had a total of eight (8) hours off the job between the end of such scheduled tour and the commencement of his next scheduled tour. He shall be paid on a straight time basis for any time on his next scheduled tour that is not worked as a result of so reporting. If the Company requires the employee to commence his next scheduled tour without the required eight (8) hours off the job, he shall be given time off at the end of that tour equivalent to the difference in time between eight (8) hours and the actual time the employee had off the job between scheduled

tours.

Overtime Payments - Full-Time Employees

19.05 Payment for overtime work shall be made at the employee's hourly rate multiplied by one and one-half (1½) times the hours worked, except that overtime worked:

- (a) in excess of **four (4)** hours in one (1) week, or
- (b) on a Sunday without 48 hours' notice, or
- (c) in excess of the basic hours of work and time worked in accordance with section 18.04 on a holiday without 48 hours' notice.

shall be at the employee's hourly rate multiplied by two (2) times the hours worked.

19.06 Except as otherwise provided in section 19.05, where an employee is required to work in excess of seven (7) minutes of overtime either immediately before or after his scheduled tour of duty and time worked in accordance with section 18.04, he shall be paid for the total additional time worked reported to the nearest quarter hour in accordance with the following table:

Minutes Worked	Reported To Nearest ¼ Hour
8 - 22	¼
23 - 37	½
38 - 52	¾
53 - 67	1
68 - 82	1 ¼
83 - 97	1 ½
98 - 112	1 ¾
113 - 127	2
128 - 142	2 ¼
etc.	etc.

19.07 A meal period shall not, except as provided in section 18.17, be included in the calculation of overtime but shall not break the continuity of such overtime.

19.08 When an employee is required to work overtime and a service emergency requires continuous attendance of the employee for more than four (4) hours of overtime, the employee shall be provided food at Company expense.

19.09 (a) An employee who is required to work overtime which does not immediately precede or continue after his scheduled tour of duty, and who reports for

work, shall be paid on an overtime basis for all such overtime worked. If the employee has not been given 48 hours' notice of such overtime work, he shall receive an additional one (1) hour's pay except where the provisions of section 18.09 apply.

- (b) If the amount to which an employee would be entitled under subsection 19.09 (a) above is less than four (4) hours' pay, he shall receive a payment of four (4) hours' pay.
- (c) In addition to the hours for which overtime will be paid under subsections 19.09 (a) and (b), an employee called-out with less than 48 hours notice shall be paid, on an overtime basis, except for the overtime worked under these subsections, from the time he was called until he arrives back at home, up to a maximum of four (4) hours. Such time shall be considered as time worked.

19.10 When an employee is called in to work overtime without 48 hours' notice, and the overtime work continues until the start of his scheduled tour, he shall be paid up to a maximum of four (4) hours at time and one-half (1½), from the time he was called to the time he actually reports for work.

Overtime Payment - Part-Time Employees

19.11 A Part-Time employee, who works more than his scheduled hours on any day, shall be paid on a straight time basis until he has worked eight (8) hours per day, and on a time and one-half (1½) basis for time worked in excess of the eight (8) hours.

19.12 A Part-Time employee, who works more than his scheduled tours of duty in any week, shall be paid on a straight time basis until he has worked the basic hours per week, and on a time and one-half (1½) basis for time worked in excess of the basic hours excluding any time worked in accordance with section 18.04.

19.13 Where a Part-Time employee has worked the basic hours per week in a given week, payment for overtime worked:

- (a) in excess of **four (4)** hours in one (1) week, or
- (b) on a Sunday without 48 hours' notice, shall be at the employee's hourly rate multiplied by two (2) times the hours worked.

ARTICLE 20 - HOLIDAYS

20.01 The following shall be recognized as paid holidays:

New Year's Day Good Friday Victoria Day (National Patriots' Day in Québec) Third Monday in June (Ontario only) National Holiday (Québec Only) Canada Day	Civic Holiday (Ontario only) First Monday in August (Québec only) Labour Day Thanksgiving Day Christmas Day Boxing Day (December 26)
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20.02 National Holiday (Québec only) and Civic Holiday (Ontario only) are substituted respectively for Remembrance Day.

20.03 When a paid holiday falls on a Sunday the Monday immediately following shall be observed as the holiday.

20.04 Where a paid holiday falls on a Monday to Saturday inclusive, it shall be included in the weekly schedule for all employees for that week.

20.05 Notwithstanding the provisions of section 20.04, the observance of the Boxing Day holiday shall be in accordance with the following:

(a) Where Boxing Day falls on a Monday, the Tuesday immediately following shall be observed as the holiday;

(b) Where Boxing Day falls on a day Tuesday to Saturday inclusive, it shall be included in the weekly schedule for all employees for that week.

Day Off With Pay

20.06 In addition to the holidays stipulated in section 20.01, each employee in the employ of the Company on November 1st, with the exception of an employee who is on an unpaid leave of absence in excess of two (2) weeks and not covered under Article 32 of this Agreement, shall be granted a day off with pay at his basic rate of pay for that day, or if a Part-Time employee, at the rate of 10% of his earnings, excluding overtime and differential payments, for the pay period immediately preceding the day off with pay, not to exceed one-fifth of the employee's basic rate of pay.

20.07 The day off with pay shall be scheduled during the period from November 1st to the last day of February of the following year.

20.08 Where the day off with pay is taken outside the period from December 22nd to January 4th of the following year, it shall be on a day mutually agreed to by the Company and the employee.

20.09 Where an employee cannot be granted a day off during the period from

November 1st to the last day of February of the following year, he shall be paid one additional day's pay at his basic rate of pay, or if a Part-Time employee, at the rate of 10% of his earnings, excluding overtime and differential payments, for the pay period immediately preceding the last day of February, not to exceed one-fifth of the employee's basic rate of pay.

Pay For Holiday - Not Worked

20.10 When an employee is not required to work on a paid holiday which is included in his scheduled work week, he shall be granted the day off with pay, at his basic rate of pay for that day, or if a Part-Time employee, at the rate of 10% of his earnings, excluding overtime and differential payments, for the pay period immediately preceding the holiday, not to exceed one-fifth of the employee's basic rate of pay.

Pay For Work on a Holiday Holiday Included in Employee's Weekly Schedule

20.11 Where a Full-Time employee is required to work on a paid holiday which is included in his weekly schedule he shall be paid his basic rate of pay for that day or, if the employee so elects, and provided the employee works his basic hours for the day, he may be granted a holiday with pay at a time convenient to the employee and the Company. If the employee has not been granted such holiday within 12 months of the actual holiday, he shall be granted holiday pay. In addition, he shall be paid as follows:

- (a) If an employee has been given 48 hours' notice of a requirement to work on a holiday, he shall be paid time and one-half for the time worked between midnight of the day preceding and midnight of the holiday with a minimum guarantee of four (4) hours' pay at straight time;
- (b) If an employee has not been given 48 hours' notice of a requirement to work on a holiday, he shall be paid double time for all time worked up to his basic hours of work for that day, plus one (1) additional hour's pay at straight time, with a minimum guarantee of four (4) hours' pay at straight time.

20.12 Where a Part-Time employee is required to work on a paid holiday which is included in his weekly schedule, he shall be paid 10% of his earnings, excluding overtime and differential payments, for the pay period immediately preceding the holiday, not to exceed one-fifth of the employee's basic rate of pay. In addition, he shall be paid in accordance with subsection 20.11 (a) or 20.11 (b).

ARTICLE 21 - ANNUAL VACATIONS

NOTE:

Notwithstanding the provisions of this Article set out below, an employee's entitlement to

vacation with pay for a calendar year during which an employee takes a leave of absence with net credited service (except a leave granted under Article 32), shall be as determined by the terms and conditions of the leave.

21.01 An employee, in the year he is engaged or re-engaged, shall be entitled to one (1) day of vacation with pay for each month of service completed in that calendar year, up to a limit of ten (10) days of vacation with pay.

For purposes of this Article:

(a) For an employee engaged or re-engaged on or before the 15 day of the month, service shall be counted from the first day of that month.

(b) For an employee engaged or re-engaged on or after the 16 day of the month, service shall be counted from the first day of the month following.

21.02 An employee, in the years subsequent to his year of engagement or re-engagement, shall first become entitled to a vacation with pay in accordance with the table below in the year in which he is to complete the required number of years of service. The same entitlement applies to each subsequent year, until a higher entitlement is attained as indicated in the table below:

Years of Net Credited Service	Weeks of Vacation
1 year	3*
10 years	4*
18 years	5*
25 years	6**

* At least one (1) week of which must be taken outside the period June through September.

** At least two (2) weeks of which must be taken outside the period June through September.

21.03 When the annual vacation for an employee falls in two (2) months, to each of which a vacation of different length applies, the annual vacation shall not exceed the shorter length of vacation specified for the employee's net credited service in the table above, except as specifically provided for in the said table.

21.04 In this Article, when a calendar week falls in two (2) months, such calendar week shall be considered to be in the month in which the Wednesday of the week falls. This same interpretation shall apply in determining the end of April for scheduling under the provisions of section 21.05 or rescheduling under the provisions of section 21.15.

- 21.05 All vacations are for a full calendar year. The vacation for a particular year may be scheduled during the period of January 1st of that year to the end of April of the following year, it being understood that vacation entitlement is determined in accordance with net credited service in the year for which the vacation is given.
- 21.06 Notwithstanding the provisions of section 21.02, an employee shall only be entitled to:
- (a) his full vacation if he completes six (6) months of service during such year, or
 - (b) one (1) week's vacation if he completes less than six (6) months of service during such year.
- 21.07 When a paid holiday falls on a day of the annual vacation an employee shall be entitled to an additional day off with pay at a time mutually agreed to by the employee and the Company. If the employee has not been granted the day off with pay within 12 months of the actual holiday, he shall be granted holiday pay.
- 21.08 Vacation schedules shall be prepared each year by the Company between January 1st and February 1st with due consideration to seniority, provided, however, that such schedules shall be arranged as to cause, in the judgment of the Company, the least possible interference with efficient performance of the work. In general, vacations shall commence at the beginning of the calendar week unless the demands of the work make this impossible.
- 21.09 For the purpose of vacation selection, each Tier D manager's group shall be considered a seniority unit.
- 21.10 (a) For the purpose of determining the number of employees permitted on vacation at a time, the number of employees in a Tier D manager's group on January 1st of the vacation year shall be used.
- (b) Subject to section 21.12, a minimum of 20% of the employees in a Tier D manager's group will be permitted on vacation at a time. However, based on service requirements, the actual number of employees permitted on vacation in any given week may be less than 20% provided that the average within each two (2) month period starting January 1st of each year is not less than 20%.
- 21.11 (a) In the year he is to complete five (5) years of net credited service and in each of the subsequent years, an employee, who so requests it, is entitled to a minimum of one (1) week of vacation during the period of June through September.
- (b) In the year he is to complete 15 years of net credited service and in each of the subsequent years, an employee, who so requests it, is entitled to a minimum of two (2) weeks of vacation during the period of June through

September.

- 21.12 For the purpose of subsection 21.11 (b), the vacation schedule shall be prepared so that the total number of employees on vacation at any time during the period of June through September in a Tier D manager's group does not exceed 25%. This percentage shall be based on the number of employees in that group on January 1st of the vacation year.
- 21.13 (a) Any employee entitled to more than two (2) weeks of vacation may, if the Company and the employee mutually agree, take any portion of his entitlement in excess of two (2) weeks consecutively with his vacation, or portion thereof, for the following year.
- (b) Where vacation periods applicable to two (2) different years are to be taken consecutively, they must be scheduled in the period December 1st of the first such year and April 30th of the subsequent year.
- 21.14 An employee who is reassigned or transferred after his vacation has been selected may retain his original vacation selection if he so chooses.
- 21.15 When an employee is taken ill or meets with an accident before leaving work on the last day of work preceding the vacation, and is prevented from taking the vacation, the Company shall, if the employee so requests, reschedule the vacation at a later date in the calendar year for which the vacation is given or by the end of April of the following year.
- 21.16 (a) An employee shall be paid during vacation at his basic rate of pay determined in accordance with Company practices; but vacation pay for an employee each year shall not be less than 2% of his earnings in the calendar year for which the vacation is given for each week of vacation.
- (b) The percentage level of vacation pay an employee is entitled to on February 11, 1991 on any difference between his earnings in the calendar year for which the vacation is given and his basic pay for this calendar year in accordance with the provisions of subsection 21.16 (a), shall remain unchanged.
- (c) Notwithstanding the provisions of subsection 21.16 (a), an employee who is engaged or placed into this bargaining unit on or after February 11, 1991 shall be paid during vacation at his basic rate of pay determined in accordance with Company practices; but vacation pay for an employee each year shall not be less than 2% of his basic rate of pay in the calendar year for which the vacation is given for each week of vacation;

and in addition,

- (i) if the employee has less than six (6) years net credited service he shall also receive 4% on any difference between his earnings

in the calendar year for which the vacation is given and his basic pay for this calendar year,

or

- (ii) if an employee has six (6) or more years net credited service he shall also receive 6% on any difference between his earnings in the calendar year for which the vacation is given and his basic pay for this calendar year.

Pay in Lieu of Vacation

21.17 When an employee resigns, is laid off, is dismissed, or has completed his work, he shall be granted pay in lieu of vacation for the current calendar year calculated in the manner set forth in sections 21.18 through 21.22 inclusive.

21.18 An employee with less than one (1) year's net credited service shall be granted 4% of the wages earned during the entire period of current service, reduced by the amount of the pay applicable to any part of a vacation, taken by the employee, during the same period of service.

21.19 An employee with one (1) or more years of net credited service who works six (6) months or more in the year of separation shall be granted the greater of:

- (a) Three (3) weeks' pay if his service is less than ten (10) years; four (4) weeks' pay if his service is ten (10) years or more but less than 18 years; five (5) weeks' pay if his service is 18 years or more but less than 25 years; six (6) weeks' pay if his service is 25 years or more, all at his basic rate of pay if a Full-Time employee or a pro-rata proportion if a Part-Time employee,

or,

- (b) 2% of the employee's earnings for the current calendar year, for each week of vacation.

- (c) The percentage level of pay in lieu of vacation an employee is entitled to on February 11, 1991 on any difference between his earnings in the calendar year for which the vacation is given and his basic pay for this calendar year in accordance with the provisions of subsection 21.19 (b), shall remain unchanged.

21.20 Notwithstanding the provisions of section 21.19, an employee who is engaged or placed into this bargaining unit on or after February 11, 1991, who has one (1) or more years of net credited service and who works six (6) months or more in the year of separation shall be granted pay in lieu of vacation as follows:

- (a) Three (3) weeks' pay if his service is less than ten (10) years; four (4) weeks' pay if his service is ten (10) years or more but less than 18 years; five (5) weeks' pay if his service is 18 years or more but less than 25 years; six (6)

weeks' pay if his service is 25 years or more, all at his basic rate of pay if a Full-Time employee or a pro-rata proportion if a Part-Time employee,

and in addition,

- (b) (i) if the employee has less than six (6) years net credited service he shall also receive 4% on any difference between his earnings in the calendar year for which the vacation is given and the basic pay for this calendar year;

or

- (ii) if the employee has six (6) or more years net credited service he shall also receive 6% on any difference between his earnings in the calendar year for which the vacation is given and the basic pay for this calendar year.

21.21 An employee with one (1) or more years of net credited service who works less than six (6) months in the year of separation shall be granted the greater of:

- (a) One (1) week's pay at his basic rate, (or for a Part-Time employee at his pro-rata proportion of the basic rate).

or

- (b) 2% of the employee's earnings for the current calendar year, for each week of vacation.

21.22 The amount of pay in lieu of vacation to be granted in accordance with sections 21.19, 21.20 and 21.21 shall be reduced by the amount of the pay applicable to any part of a vacation for the current calendar year taken by the employee before he left the Company's service.

Vacation in Year of Retirement

21.23 An employee will be provided his full vacation entitlement in the year of his retirement, provided that he works at least 21 days in the year of retirement.

ARTICLE 22 - TRANSFERS AND REASSIGNMENTS

Definitions

"Headquarters" means a locality and its contiguous territory in and from which an employee normally works as provided in Attachment B of this Agreement.

"Reassignment" means an employee's assignment to another occupation and/or another work location within the employee's headquarters.

"Transfer" means the assignment of an employee on the basis that he will be required by the Company to begin or end his scheduled tour of duty in a headquarters other than his own.

"Upgrade" means the reassignment of an employee to an occupation of a higher classification.

"Demotion" means the reassignment of an employee to an occupation of a lower-rated classification.

"Lateral" means the reassignment of an employee to a different recognized function within the same occupation, or to another occupation of the same classification as the employee's former occupation.

"Reclassification" means a change to the employment status of an employee (e.g., from Temporary to Regular, from Regular Part-Time to Regular Full-Time).

"Reporting centre" shall mean a specified location provided for the use of the Company, in an employee's headquarters, and may be a work centre, central office, locker location, storeroom, customer's premises, temporary training centre, warehouse or other Company premises or similarly fixed location to which an employee is assigned.

"Job location" shall mean any other location to which an employee is assigned to report which is not his reporting centre.

"Reporting locality" is defined as being within the limits of a circular area having a radius of two (2) airline km from the employee's regular reporting centre.

22.01 Each employee shall be assigned a reporting centre by the Company within a headquarters as listed in Attachment B. An employee is to be notified in writing by the Company of a change in reporting centre.

Transfers

22.02 (a) The transfer of an employee for a continuous period of more than 90 days shall be considered a permanent transfer.

(b) The transfer of an employee for a continuous period of 90 days or less shall be considered a temporary transfer.

22.03 Notwithstanding the provisions of sections 22.02, 22.10 and 22.11, the transfer of an employee to a special project or an assignment such as centralized analysis centre, mod-squad, Regional staff, Bell Northern Research, or to a Plant Training Centre to attend training courses, shall be for the period of the project, the

assignment or the length of the training course, and shall be considered a temporary transfer. Travel allowance or living and transportation expenses shall be paid, as applicable, in accordance with Article 23, for the duration of the temporary transfer.

22.04 Sections 22.02 through 22.12 inclusive shall not apply to the reassignment of an employee affected under the provisions of Article 11.

22.05 (a) Seven (7) days notice shall normally be given to an employee who is, at the request of the Company, transferred for an overnight or longer period. Where such notice is not given and an employee is transferred with less than seven (7) days notice, he shall be paid one-half time extra for the basic hours of work for each day of the balance of the seven (7) day period during which the employee is so transferred.

(b) This payment shall not be included in wage payments for any time for which an employee is receiving a rate of pay which, exclusive of tour differentials provided in sections 18.20 and 18.22 and the premium provided in section 18.25, is higher than his basic rate of pay.

Permanent Transfer

22.06 The Company will give the employee 30 days notice of a permanent transfer.

22.07 In the selection of an employee for permanent transfer, the Company will first give consideration to an employee who has the necessary qualifications and who will transfer voluntarily, providing the remaining employees within the district at the reporting centre from which the transfer is to be made have the necessary qualifications to complete the work remaining.

22.08 In the event there is to be a permanent involuntary transfer, the employee of least seniority in the seniority unit, at the reporting centre from which the transfer is to be made, and who has the necessary qualifications, shall be selected providing the remaining employees have the qualifications to complete the work remaining.

22.09 When an employee is permanently transferred from one headquarters to another at the request of the Company, and as a result of such transfer an employee's new report centre is further from his home than was his former report centre prior to the transfer and a change of residence is required, the employee shall be reimbursed for moving expenses as approved by the Company and in accordance with Company practices. The Company agrees with respect to employee expense incidental to a transfer, that it will not diminish, during the term of the Agreement, the level of reimbursement that applied on the date of signing of the Agreement.

Temporary Transfer

22.10 In the selection of an employee for temporary transfer, where the employee is

required by the Company to remain away from his home for a period which is expected by the Company to be in excess of two (2) weeks, the Company will give first consideration to the most senior employee who will volunteer from the functional group in the seniority unit at the reporting centre from which the transfer is to be made, and who has the necessary qualifications, providing the remaining employees at his reporting centre have the necessary qualifications to do the work remaining.

22.11 In the event that there is no volunteer, as provided in section 22.10, the employee of least seniority from the functional group in the seniority unit, at the reporting centre from which the transfer is to be made, and who has the necessary qualifications, shall be selected providing the remaining employees have the qualifications to complete the work remaining.

22.12 (a) It is the Company's intention that on completion of a temporary transfer the employee shall be returned to his former position and reporting centre. It is understood that such re-transfer will not be possible where an emergency situation exists, or where due to unplanned or unforeseen events there is insufficient work and, therefore, his former position at his former reporting centre is not open. However, in order to enable a more senior employee who is on temporary transfer to return to his former reporting centre, the Company agrees to displace an employee with less seniority in the same functional group at that reporting centre.

(b) All temporary transfers will be for no more than 90 days unless by mutual agreement of the Company, the National Rep and the Local Officer. Any re-issue of the transfer within 12 months must be by mutual agreement of the above parties.

Reassignments

22.13 (a) In the selection of an employee for:

- a permanent lateral reassignment, or
- a temporary lateral reassignment for more than 30 days,

to another reporting centre outside his reporting locality, the Company shall first give consideration to the most senior volunteer. In the event that there is no volunteer, the employee of least seniority shall be selected. The reassigned employee shall be from the functional group in the seniority unit within the reporting centre from which the reassignment is to be made, shall possess the necessary qualifications and the remaining employees shall have the qualifications to complete the work remaining.

(b) The provisions of subsection 22.13 (a) shall not apply to a temporary reassignment of an employee to a special project or an assignment such as centralized analysis centre, mod-squad, Regional staff, Bell Northern

Research, or to a Plant Training Centre to attend training courses, providing that the employee selected volunteers for that project or assignment. Travel allowance shall be paid, in accordance with section 23.04, for the duration of the temporary reassignment.

Exceptions

22.14 Notwithstanding the provisions of sections 22.07, 22.08, 22.10, 22.11, 22.13, Article 24 and section 33.02, all related to the movement of employees, certain circumstances may require normal job filling procedures to be by-passed. Accordingly, the Company may fill a position within the bargaining unit for the following reasons, as appropriate:

(a) Health or Disability

for reasons of health or disability affecting a person employed by the Company in any bargaining unit, or

where a Company employee returns from another bargaining unit following a placement for reasons of health or disability;

(b) Surplus

where the Director of Industrial Relations and the President of the Union agree that a number of employees are surplus. Where no such agreement can be reached, the Company retains its right to invoke the provisions of Article 11;

(c) Demotion Within Unit

where an employee is involuntarily demoted within the bargaining unit;

(d) Business Needs

from March 22 of each year, each District of the Company may fill a number of job openings equal to the greater of 1 or 1% of the total number of Regular employees, rounded to the nearest whole number, in each District at the beginning of each six (6) month period, for the purpose of the "needs of the business" as defined by the Company;

(e) Placement of Former Manager

where a former manager, with the exception of an employee who had been assigned to an acting or temporary management position, is placed into the bargaining unit, the District into which the person is placed will forfeit one of the "needs of the business" placements as referred to in subsection 22.14 (d);

(f) Employment Equity

where a person is placed into the bargaining unit, for the purpose of Employment Equity, in accordance with section 33.02;

(g) Redeployment, New Business and New Technology

where a person is moved within, or placed into, the bargaining unit for reason of

(i) redeployment due to lack of work or priority of work,

or

(ii) the start-up of a new business opportunity or the Initial introduction of new technology.

The Company agrees to initiate local meetings between management and Union Representatives to explore the options available and possible alternatives to deal with these situations. The agreement of the National Union and Corporate Industrial Relations is required to approve the application of this exception. The Union agrees that its approval in these situations will not unreasonably be withheld;

Where, within 12 months of an employee being involuntarily transferred under the provisions of paragraph (i) above, there is a permanent job opening in the employee's previous family and headquarters, the affected employee shall be offered the opportunity, under this subsection, to return to his original headquarters, provided that he has the necessary qualifications for the job opening.

(h) Return from Leave of Absence

where a person returns to the bargaining unit following a leave of absence approved by the Company;

(i) Transfer from another bargaining unit or Company

Where, for business reasons, a person is placed into the bargaining unit from another bargaining unit or Company. The agreement of the National Union is required to approve the application of this exception.

The Company shall inform the Local Steward, on a form supplied by the Company, of any position within the bargaining unit filled for any of the reasons noted above.

ARTICLE 23 - TRAVEL ALLOWANCE, LIVING AND TRANSPORTATION EXPENSES PAID

Travel Allowance To and From the Job

23.01 (a) Where the notice referred to in section 22.01 has been given and where an employee is assigned inside his headquarters

- (i) to a reporting centre less than 30 airline km from his reporting centre, that location shall become his reporting centre 30 days following the first day he reports to that location or, where he elects to invoke the provisions of subsection 23.02 (b), paragraph (i), 30 days following the first day he reports, or the date of election, whichever comes first;
- (ii) to a reporting centre 30 or more airline km from his reporting centre and closer to his home than his reporting centre, that location shall become his reporting centre 30 days following the first day he reports to that location;
- (iii) to a reporting centre 30 or more airline km from his reporting centre and further away from his home than his reporting centre, that location shall become his reporting centre 120 days following the first day he reports to that location;
- (iv) to a reporting centre 35 or more airline km from his reporting centre and further away from his home than his reporting centre, he may elect the provisions of subsection 23.01 (a) paragraph (iii) or to change his residence in accordance with the provisions of section 22.09 in which case that location shall become his reporting centre immediately.

(b) Where the notice referred to in section 22.01 has been given and where an employee is assigned to a reporting centre outside his headquarters, that new location shall become his reporting centre 120 days following the first day he reports to that location.

(c) Where an employee is assigned to a location other than his assigned reporting centre, he will be eligible for the payment of travel allowance as provided in subsection 23.04 (a) until such time as that location becomes his reporting centre.

23.02 (a) An employee shall start his tour of duty at his reporting centre, at a Plant Training Centre or at a job location, as directed.

(b) Where an employee is directed to start or end his tour of duty at a job location outside of his reporting locality but within 30 airline km of his reporting centre and where there is no convenient public transportation to that job location, the employee may either:

- (i) report to his reporting centre, provided that he advises his

manager in advance; or

- (ii) agree to report directly to the job location, as directed, in which case the provisions of section 23.04 apply.

23.03 Where an employee starts and ends his tour of duty within the boundaries of his reporting locality, travel allowance will not be paid.

23.04 (a) Except as otherwise provided in sections 23.05 and 23.06, where an employee who is providing his own transportation to travel daily between his home and the work location, and who so travels on his own time, is required to begin or end his tour of duty at a point beyond the boundaries of his reporting locality, he shall be paid in accordance with the following:

AIRLINE DISTANCE FROM REPORTING CENTRE	DAILY TRAVEL ALLOWANCE
More than 2 but less than 7 km	\$ 9.58
7 or more but less than 15 km	12.50
15 or more but less than 30 km	18.00
each additional 1 km	0.56

(b) Where the tour of duty starts and ends at different locations, travel allowance will be computed on the longer of the two (2) distances.

(c) Travel allowance shall only be paid in accordance with subsection 23.04 (a) where the employee reports to a work location which is further from his home than his reporting centre.

23.05 Employees shall be entitled to living and transportation expenses, in lieu of travel allowance, for tours of duty beginning or ending at points between 30 and 72 airline km inclusive from the employee's reporting centre provided the employee so requests it and his manager reasonably decides that:

- (a) the employee commences work very early in the morning, or
- (b) the employee finishes work very late at night, or
- (c) inclement weather results in hazardous driving conditions, or
- (d) the employee does not have access to convenient public transportation.

23.06 Where an employee is required to begin or end his tour of duty at a point more than 72 airline km from his reporting centre, the Company shall pay his actual living and transportation expenses, at or near the location of his temporary assignment, or, if the Company and the employee agree, he may be permitted to

return home daily and he shall be paid a daily travel allowance as provided for in section 23.04.

- 23.07** (a) Seven (7) days notice shall normally be given to an employee who is required by the Company to be away from his home for an overnight or longer period. Where such notice is not given, an employee shall be paid one-half time extra for the basic hours of work for as many days as he is away overnight for the balance of the seven (7) day period.
- (b) This payment shall not be included in wage payments for any time for which an employee is receiving a rate of pay which, exclusive of tour differentials provided in sections 18.20 and 18.22 and the premium provided in section 18.25, is higher than his basic rate of pay.

Living and Transportation Expenses Paid

Living Expenses

23.08 Where an employee is required to travel on Company business and to remain away from home overnight, he shall receive living expenses as follows:

(a) Reasonable and actual expenses for satisfactory, single occupancy room where it is available, and

(b) a per diem allowance of

(i) **\$60.00** per calendar day,

if the employee is away for a full calendar day, or

(ii) **\$10.00** if away over the breakfast period,
\$15.00 if away over the lunch period, and
\$35.00 if away over the dinner period

if the employee is away for less than a full calendar day.

(c) the per diem allowance referred to in subsection 23.08 (b) shall cover all expenses incurred by an employee who is required to travel on Company business except for local transportation and as otherwise specifically provided in this Article.

Courses, Training Programs and Work Outside the Province or Country

(d) **When employees are assigned outside the province or country, to take courses, attend training programs or perform work, the provisions of the Collective Agreement shall continue to apply. It is agreed, however, that per diem allowances will consider the expected reasonable cost of living outside the province or the country.**

Employees will be reimbursed in Canadian currency at the exchange rate in place at the time the expense statement is processed. It is the Company's responsibility to acquire at their expense all necessary out of province or out of country medical insurance and/or any other necessary insurance to ensure the employee is covered in case of injury or illness.

If the circumstances are such that the employer can not apply the provisions of section 23.12 of the Collective Agreement, the assignment will be on a voluntary basis unless the parties conclude a letter of agreement relating to the conditions applicable during this assignment, in which case all employees assigned will be covered by the conditions of this agreement.

In all cases, the employee will have thirty (30) days (as defined in section 14.01 of the Collective Agreement) from the date of his return to his own province or country, to file a complaint or a grievance in virtue of the provisions of the Collective Agreement or, as the case may be, in virtue of the provisions of the agreement referred to in the previous paragraph.

Transportation Expenses

- 23.09 Transportation expenses means, subject to section 23.14, expenses incurred for transportation by common carrier or equivalent.
- 23.10 It is the Company's intention with respect to living and transportation expenses that, except as provided in subsections 23.08 (b) and (c) and section 23.14, an employee be reimbursed on the basis that there will be neither financial loss or gain to the employee for reasonable expenses incurred.
- 23.11 Transportation expenses shall be paid by the Company when an employee incurs such expenses on a job assignment except when an employee is being paid a travel allowance.
- 23.12 An employee on a job assignment who is receiving living expenses, shall be entitled to a trip to and from his home once every week. Such employee shall be paid on a straight time basis for travel time required by commercial transport to the extent that such time is outside the time paid for work on that day. In addition, he shall be paid for transportation expenses.
- 23.13 The Company will pay for one telephone call of reasonable length to such employee's home per day to a maximum of three (3) per week.
- 23.14 Although the Company shall normally determine the means of transportation, an employee may elect to travel by a mode of transportation other than the one chosen by the Company. In such case, however, the employee is entitled to the transportation expenses and travel time that would normally have been incurred

had he travelled by the mode of transportation determined by the Company but only to the extent of costs that would have been incurred and time that would have been spent between the first and last terminal of an airline company, inter-city bus company, or inter-city railway company.

- 23.15 An employee, who takes sick or meets with an accident while receiving living expenses from the Company, may be returned to his headquarters or established home within the Company territory at the expense of the Company.
- 23.16 An employee who, because of sickness, remains at the hotel or boarding house at the Company's request shall be entitled to living expenses.
- 23.17 An employee, whose living expenses are being paid by the Company and who is quarantined, shall continue to receive such expenses until released.
- 23.18 An employee who is being transported in a Company-owned or leased vehicle shall return to his assigned reporting centre daily from all distances up to 72 airline km from that reporting centre. If working more than 72 airline km from his reporting centre, an employee may be asked to return to his reporting centre or remain at the distant location at the option of the Company. If required to remain at the distant location he shall be eligible to living expenses in accordance with section 23.08. An employee will not be asked to remain at the distant location for more than one (1) night except in cases of emergency.

ARTICLE 24 - JOB POSTING PROCEDURES

24.01 When there is a vacancy or a new position within a classification, the candidate to fill each job opening must be selected in the following order:

- (i) Any employee (regular full time, regular part time, temporary part time);**
- (ii) Bell Aliant Clerical employee from Ontario and Quebec;**
- (iii) any other person.**

24.02 From among the job applicants, candidates are to be selected on the basis of the most senior from among those who are qualified.

24.03 Notwithstanding the provisions of section 14.10, a Union grievance may be submitted in accordance with section 14.09 relating to the interpretation, application, administration or alleged violation of subsections 24.01 **(ii)**.

24.04 The Company shall post **all available regular positions** for ten (10) working days across the Company.

(a) Inactive employees will remain eligible for jobs postings provided the

employee is available to work on the date required on the job posting.

(b) The mechanics of the electronic job posting procedure shall be as follows:

- (i) Postings will be electronically posted on Thursday;**
- (ii) Postings will be forwarded to every local President, as well as the CEP Ontario and Quebec Regional Office;
- (iii) The company must select the successful candidate within ten (10) working days from the date of the closing of the internal posting;**
- (iv) The successful candidate will have two (2) working days to accept the offer. If there is no response from the successful candidate within the two (2) days, the Company will move on to the next senior qualified candidate;**
- (v) The successful candidate must be transferred to their new position within 56 days of accepting the position. If the employee's new position is an upgrade and will result in an increase in rate of pay, the employee will receive his increase after 28 days if he is held in old position by the company. If the employee cannot move to the new position within 56 days, he will forfeit the position.**

(c) An employee wishing to be considered by the Company must respond to the job posting within the posting period specified in subsection 24.04. It is understood that an employee may only be considered for the posted position provided that:

- (i) the employee's performance on his existing job meets job requirements;
- (ii) the employee is qualified to perform the required work within such period of time as may be reasonably required but in any event not more than ten (10) working days familiarization period.

(d) Once posted, the Company cannot cancel the vacancy

(e) The employee will be selected by the Company for the posted position on the basis of the most senior from among those who are qualified in 24.01.

24.05 (a) The Company will provide information to designated Local Presidents and the CEP Ontario and Quebec Regional office the posted position and results of the posting, as mutually agreed to by the parties.

- (b) The results of the posting will be made known to all employees who responded to the job posting **and Local Presidents.**

Exceptions

24.06 The exceptions outlined in section 22.14 may require the normal job filling procedures to be by-passed.

24.07 (a) (i) any temporary upgrade of an employee which is expected by the Company to last for less than six (6) months, may be made at the discretion of the Company;

(ii) any temporary upgrade of an employee from within the NST which is expected by the Company to last at least six (6) months, not to exceed 24 months, is to be offered to the most senior available employee from among those who are qualified on the NST list at the time the temporary upgrade is to be made. Where an employee declines the opportunity for such a temporary upgrade, the Company shall offer the temporary upgrade to the next senior available employee who is qualified. An employee who accepts such an assignment will not be eligible for the allowances and expenses set forth in Article 23.

(b) If there are no employees available, or willing, to accept a temporary upgrade as provided under paragraph (ii) of subsection 24.07, the Company may offer the opportunity to the available employee on another NST list who is qualified to perform the required work.

(c) An employee may not be placed on a temporary upgrade for greater than 24 continuous months, **nor can the same temporary upgrade be reissued after the 24 month period.**

24.08 Permanent upgrades within the NST shall be mutually agreed upon between the Industrial Relations General Manager and Regional Administrative Vice-President **and Local President.**

General

24.09 It is understood that service requirements may prevent a successful applicant from immediately assuming a permanent position for which he has applied under the Job Posting Procedures; nevertheless the date an applicant can be released from his current job will not prevent him from being selected for the permanent position. Positions may be filled temporarily pending the final availability of the employee who is to fill the job.

24.10 The provisions of the subsection 24.01 shall not apply to an employee in **the 12 months subsequent to an appointment to a position resulting from a Job Posting application, or the 18 months subsequent to his engagement or re-**

engagement. The exception is an employee who is appointed to a position as a result of a Job Posting application may, during his freeze period, apply for a job upgrade or promotion at that location. There is no freeze period for TPT employees. Appointment is when the successful candidate to the posting informs the company of their acceptance. For the use of this article (24.10), promotion means going from RPT to RFT.

24.11 (a) When a permanent relocation is arranged as a result of a clerical employee transfer request or Job Posting application, the cost of the relocation will be borne entirely by the employee and that location becomes his reporting centre on the first day he reports.

(b) Where an employee is moved as a result of a job posting application to a reporting centre that is not within the reporting locality of the reporting centre for which he has applied on the job posting the relevant provisions of Article 23 shall apply. Such a move shall be deemed to be Company initiated and not as a result of a job posting.

24.12 (a) It is understood that all postings are of a permanent nature and thus must be a regular position and reflect the hours that are required when posted.

(b) It is understood that service requirements may necessitate the use of temporary part-time employment. It is further understood that when the need arises for the use of temporary part-time employees there is no requirement for the Company to post these positions. All temporary part-time positions however, must have a set start and end date, which does not exceed 18 (eighteen) months, and shall not be extended. During his period of employment the employee shall accrue seniority. If there is a requirement for the position to continue beyond the 18 months, the Company as per Article 24.04 will post vacancy prior to the expiration of the 18 months.

ARTICLE 25 - SICKNESS ABSENCE AND BENEFITS

25.01 The Company shall maintain for the duration of this Agreement, insofar as it applies to employees covered by this Agreement, the program of benefits provided under the following Plans:

- the Pension Plan
- the Income Protection Program
- the Transition Benefit Plan
- the Comprehensive Medical Expense Plan
- the Vision Care Plan

- the Dental Plan

It is understood that the Company's overall program of Benefits will change during the life of the Collective Agreement. As a result, insofar as they apply to the employees covered by this Agreement, the above undertaking applies to these Plans as they exist as of the date of signing of this agreement until such time as they are modified. From then on, this undertaking will apply to these plans as modified.

It is understood that any reference to any benefit, including sickness absence, in the Collective Agreement refers to the benefit then in force and should be read with the necessary modifications, including any reference to benefits in this Article. **Details of the benefits plans can be found at <https://www.benefits-avantages.hroffice.com>.**

- 25.02 At least 30 days prior to modifying any of the Plans listed in section 25.01, the Company shall inform the Union of the changes to be implemented and request representation in that respect.
- 25.03 For the duration of this Collective Agreement and insofar as they apply to the employees covered by this Agreement, the Plans listed in section 25.01 shall not be modified, except with the consent of the Union, which shall not be unreasonably withheld.
- 25.04 For the employees covered by this Agreement, the Company agrees, during the term of this Agreement, not to increase the level of contributions payable under the Basic Group Life plan (Policy 50613 G), the Optional Group Life-Fixed Premium and the Primary Survivor Income Benefit, nor to reduce the level of insurance coverage under said Plans, except that if the actuaries responsible for the funding of said Plans or the insurance carriers, as appropriate, determine that an adjustment in the required contributions is necessary, the Company may, after consultation with the Union, adjust accordingly the contributions payable by the employee.
- 25.05 Notwithstanding the provisions of sections 25.03 and 25.04 above, should legislation or regulation affect any of the Plans, the Company shall retain its right to adjust the benefit levels of the Plans as required and in accordance with legislation or regulation. Such adjustments shall not reduce the aggregate level of benefits available to the employees covered by the collective agreement.
- 25.06 An employee having six (6) months net credited service, or more, who is scheduled to work 30 hours or more per week and who is absent on account of sickness or quarantine, shall be paid for continuous absence from scheduled assignments, exclusive of scheduled overtime not worked, prior to the eighth (8) full calendar day of such absence as follows:
- (a) An employee with six (6) months but less than four (4) years service shall be paid for that part of the absence in excess of two (2) consecutive scheduled

half tours;

- (b) In the determination of pay treatment in subsection 25.06 (a), a return to work not exceeding two (2) half tours, shall not be considered to have interrupted the continuity of the absence, nor the consecutiveness of the half tours of absence. However, for the purposes of determining the eighth (8) full calendar day of absence, any return to work shall interrupt the continuity of an absence;
- (c) An employee with four (4) or more years service shall be paid for the full absence.

25.07 An employee who is absent from work for part of his scheduled tour of duty, because of sickness or quarantine, shall be paid as follows:

- (a) if he has worked more than half his tour of duty, he shall be paid for his full tour;
- (b) if he has worked less than half his tour of duty, he shall be paid for his half tour.

Under these conditions, he shall be paid differential and premium payments applicable to his full tour or his half tour of duty.

ARTICLE 26 - MISCELLANEOUS WORKING CONDITIONS

Clothing

26.01 Employees shall provide themselves with suitable clothing for the job to which they are assigned.

26.02 The Company shall supply or make available such special clothing as it deems necessary to be worn on the job for reasons of appearance, safety or health, or as a protection against undue wear or damage. The Company may, at its discretion, replace employees' clothing damaged under unusual job conditions.

Tools

26.03 The Company shall decide what tools are required for the job and supply or make them available and replace such of these tools as, in its judgment, become obsolete or worn out. Each employee shall be responsible to the Company for all tools assigned to him.

Weather Conditions

26.04 At any time when the Company considers, in keeping with the intent of sections 12.02 and 12.03, that the weather is unsuitable for outside work, employees will be assigned to work under shelter as far as practicable, except where, in the judgment of the Company, cases of emergency or necessity exists.

26.05 Where as a result of inclement weather conditions an employee:

- (a) does not report for work to his reporting centre he shall not receive pay for that day.
- (b) is late because of disruptions to public transportation, he shall be paid for the half tour of duty in which he reports to his reporting centre.

ARTICLE 27 - EMPLOYEE AND UNION INFORMATION

Employee Information

27.01 The Company agrees to supply each employee with a copy of this Agreement.

Union Information

27.02 The Company agrees to send, on March 15 of each year, to the designated Officer of the National Union, a list of home addresses as shown on Company records of all employees in the bargaining unit. The home addresses of employees who object to their release shall be omitted from that list.

27.03 The Union shall, no later than February 1 of each year, inform in writing the Director of Industrial Relations, of the name, occupation and work location of the employees who object to the release of this information by the Company. The Union recognizes its full responsibility in that respect.

27.04 The Union will save the Company harmless from any and all causes of actions or claims which may be made against it by any employee, or on behalf of any employee, or employees as a result of the release of home addresses to the Union.

Office Consolidations, Centralizations, Closures and Surplus

27.05 (a) Immediately upon learning of a potential office consolidation, centralization or closure, the Director -Industrial Relations undertakes to meet with the appropriate National Officer of the Union, or their delegate, in order to initiate local meetings between management and Union representatives to consult on the impact of the consolidation, centralization or closure on employees and to

explore the options available and possible alternatives to deal with the situation. To the extent possible, a standardized approach should be developed by the parties as a response to such situations.

- (b) The declaration of a surplus situation within a family and headquarters will take into account the repatriation of any bargaining unit work that has been contracted out within the affected headquarters and which could be performed by those affected employees who have the necessary qualifications.

ARTICLE 28 - BULLETIN BOARDS

- 28.01 The Company will supply and install bulletin boards or provide clearly delineated space on existing bulletin boards on its property for use by the Union for posting notices with respect to Union activities.
- 28.02 Such bulletin boards shall be provided where practicable wherever five (5) or more employees covered by this Agreement are permanently located in a Company building, and where such employees are permanently located in leased premises.
- 28.03 The Union agrees to post only factual notices, reports and announcements pertaining to Union meetings, elections, nominations, appointments, finances, or recreational and social activities.
- 28.04 The Union agrees that nothing contrary to the interests of the Company or in contravention of the spirit and intent of this Agreement shall be posted. Should the Company believe that posted material is not in accordance with the provisions of this Article, such material may be removed by the Company, or, will be brought to the attention of any Local or National Representative of the Union, and all such material wherever posted shall be removed by the Union, immediately after such notification, and shall not be re-posted.

ARTICLE 29 - WAGES AND WORKING CONDITIONS FOR NORTHERN SERVICE

Definitions

The following definitions shall apply for this Article.

- 29.01 "**Northern Service**" means any assignment of an employee, to work in a specified northern and remote location for a continuous period of at least one (1) week.
- 29.02 "**Northern Allowance**" means an allowance payable by the Company to employees working in a Northern Locality.
- 29.03 "**Northern Locality**" means any locality designated as such in section 29.20.

29.04 "**Living Conditions Allowance**" means an allowance payable to an employee working in a Northern Locality when the conditions stipulated in section 29.07 apply.

General

29.05 The Company agrees to advise the Union of the name of each Northern Locality additional to those listed in section 29.20 and its category for purposes of determining the Northern Allowance that shall apply.

29.06 The Company agrees to advise the Union of the regular amounts of overtime assigned from time to time under the Single and Family plans for each locality. The amount of overtime hours to be assigned will not be less than as provided in the appropriate Company practice.

29.07 The Company shall pay a Living Conditions Allowance when:

- (a) abnormal living conditions exist for instance where suitable lodging is not available to the Company on a rental basis;
- (b) an employee with the permission of the Company provides his own lodging;
or
- (c) where no community exists at or near the work location and continuous attendance of the employee is required at the work location.

29.08 An employee shall be paid a Living Conditions Allowance of \$10.00 for each night spent under conditions described in section 29.07.

Applicability of Certain Plans

29.09 The Family Plan, Single Plan or Local Plan, as described from time to time in the Company's Practices, may apply to employees working in a Northern Locality.

29.10 The Family Plan shall apply to an employee assigned to Northern Service with his family, provided his assignment is for a continuous period of at least three (3) years; however, the Company may consider an assignment of less than three (3) years as an assignment under the Family Plan.

29.11 The Single Plan shall apply to an employee assigned to Northern Service without any family for a continuous period of not less than one (1) week.

29.12 The Local Plan shall apply to an employee hired in any Northern Locality, and headquartered in the same locality.

Application of Certain Articles of this Agreement

29.13 The basic hours of work, the basic rates of pay and associated wage administration and other working conditions set forth in this Agreement shall apply to Northern Service, except insofar as varied by this Article.

29.14 Except for the provisions relating to Northern Allowance and Living Conditions Allowance as set out in this Article, it is expressly understood and agreed that the contents of this Article do not apply to an employee under the Local Plan; however, the contents of the other Articles of this Agreement do apply to such an employee.

Wages

29.15 The full wages for an employee assigned to Northern Service shall include:

(a) Basic Rate of Pay

Basic rate of pay shall be as defined in section 17.01;

(b) Northern Allowance

Northern Allowance payable in accordance with the category assigned the Northern Locality where the employee is based, and as set forth in section 29.19;

(c) Overtime

The provisions of Article 19 shall not apply to Northern Service. The first two (2) hours of assigned overtime, as provided in section 29.06, will be paid each week at time and one-half and the balance of hours assigned will be paid at double time regardless of the number of overtime hours actually worked. Any overtime hours worked in excess of the assigned amount per week will be paid at double time;

The full wages may also include:

(d) Living Conditions Allowance

Living Conditions Allowance payable as per section 29.08.

Wage Administration

29.16 The provisions of Articles 20, 21 and 25 as varied below, will apply to employees assigned to Northern Service:

(a) Holidays: Regarding section 20.02 for Northern Localities outside Québec and Ontario, the Company will designate the day to be observed as a substitute for Remembrance Day;

- (b) Annual Vacations: In addition to the provisions of Article 21, the applicable Northern Allowance will be paid for each week of vacation actually spent in the Northern Locality;
- (c) Absence Due to Sickness or Quarantine Prior to the Eighth (8) Full Calendar Day of Absence: An employee, absent due to sickness or quarantine, who qualifies for payment under Article 25, shall be paid pursuant to section 29.15 during the period of absence. If he does not qualify under the above mentioned Article, he shall be paid pursuant to subsections 29.15 (b), (c) and (d);
- (d) Travelling Time: An employee under the Single or Family Plan shall be paid full wages for time spent travelling to and from Northern Service and his former headquarters or established home if within the Bell Aliant Regional Communications territory, including travelling time at the commencement and end of vacations.

29.17 No part of the provisions of sections 18.18 through 18.26 will apply to employees assigned to Northern Service.

Reimbursement for Expenses

29.18 No part of the provisions of Article 23 will apply to an employee assigned to Northern Service with the following exceptions:

- (a) Actual living and transportation expenses will be paid by the Company when the job assignment requires such expenses;
- (b) An employee, who takes sick or meets with an accident while on Northern Service, may be returned to his former headquarters or established home if within the Bell Aliant Regional Communications territory at the expense of the Company;

29.19 The weekly Northern Allowance payable to an employee shall be in accordance with the following:

Category of Northern Locality	Single or Family Plan	Local Plan
A	\$ 175	\$ 175
B	150	150

29.20 Category "A" Northern Localities are those situated north of the 55th parallel of latitude, and without limiting the number of the foregoing, includes:

Nunavik

29.21 Category "B" Northern Localities are those situated south of the 55th parallel of latitude, and without limiting the number of the foregoing, include:

Big Trout Lake, Canatiche, Pickle Lake, Fort George, Opinaca, Duplanter, as well as all other locations the Company may designate as such during the term of this Agreement.

ARTICLE 30 - WITNESS AND JURY DUTY

- 30.01 An employee who has been excused from a regular work assignment because of jury duty, or to act as a witness in Court under subpoena, shall be granted pay at his basic rate (or for a Part-Time employee at his pro-rata proportion of the basic rate) for the necessary absence from duty. An employee acting as a voluntary witness or who is otherwise involved as a party in the case shall not be paid for any absence occasioned thereby.
- 30.02 An employee shall report for regular duties when temporarily or finally excused from such attendance at Court.
- 30.03 Notwithstanding the provisions of sections 18.15 to 18.17 inclusive, when an employee assigned to work an off-normal tour of duty is validly ordered to attend jury duty or is subpoenaed as a witness, the Company shall, if the employee so requests, change the employee's tour to a day tour of duty on each day for which the employee's attendance at Court is required.
- 30.04 When, before leaving work on the last day of work preceding his vacation, an employee is validly ordered to attend jury duty, and the time stipulated for attendance at Court falls within the time scheduled for the employee's vacation, the Company, if the employee so requests, shall re-schedule the vacation at a later date in the calendar year for which the vacation is given or by the end of April of the following year.
- 30.05 When a day scheduled for compensating time off under Article 18, falls on a day for which an employee's attendance at Court is required for jury duty, or as a subpoenaed witness, the Company shall re-schedule the compensating time off after the completion of his Court duties.

ARTICLE 31 - BEREAVEMENT LEAVE

- 31.01** An employee shall be granted, in the event of the death of his spouse, common-law partner, son or daughter, bereavement leave with pay from any of his scheduled tours of duty that occur during the five (5) **working** days immediately following the day of death.
- 31.02** An employee shall be granted, in the event of the death of his father, mother, brother, sister, mother-in-law, father-in-law, **son-in law, daughter-in law,**

brother-in law, sister-in law, grandparent, step-children, grandchild, father or mother of common-law partner, or other relative residing in the same permanent residence as does the employee, bereavement leave with pay, from his scheduled tours of duty for any necessary period not exceeding three (3) **working** days.

31.03 The Company may extend the periods of bereavement leave with pay provided for in sections 31.01 and 31.02 to one (1) week when it is necessary for the employee to leave the city in which he is employed.

ARTICLE 32 - LEAVE FOR EMPLOYEES WITH FAMILY RESPONSIBILITIES

Maternity Leave

32.01 An employee who has completed six (6) consecutive months of continuous employment with the Company shall be granted a maternity leave without pay of up to 17 weeks, which leave may begin not earlier than 11 weeks prior to the estimated date of delivery and end not later than 17 weeks from the date of commencement of the leave of absence.

Parental Leave

32.02 An employee who has completed six (6) consecutive months of continuous employment with the Company shall be granted a parental leave without pay as follows:

- (a) where an employee has or will have the actual care and custody of a new-born child, the employee shall be granted a leave of up to 37 weeks in the 52 week period beginning on the day on which the child is born or the day on which the child comes into the employee's care; and
- (b) where an employee is adopting a child, the employee shall be granted a leave of up to 37 weeks in the 52 week period beginning on the day on which the child comes into the employee's care.

32.03 For an employee eligible to a leave as provided under subsection 32.02 (b), a supplementary adoption leave without pay of up to 17 weeks is available and shall be granted upon request. This leave may begin not earlier than 11 weeks prior to the estimated date on which the child is to come into the employee's care and end within the 52 week period beginning on the day on which the child comes into the employee's care.

General

32.04 The employee shall complete and submit to the Company a written application, with documentation as required by the Company, for leave without pay under this Article at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence such leave. Where

circumstances preclude submission of the application four (4) weeks before commencement of the leave, the leave will not be unreasonably denied.

- 32.05 An employee who applies for a leave without pay under this Article but whose application is not in every respect in accordance with the conditions provided in sections 32.01, 32.02, 32.03 and 32.04, as applicable, may, at the discretion of, and under such circumstances as may be prescribed by the Company, be granted a leave of absence, but such leave will not carry a guarantee of re-engagement.
- 32.06 An employee who wishes to resume employment on expiration of a leave granted pursuant to section 32.01, 32.02 or 32.03 shall be reinstated in the position occupied by the employee at the time such leave commenced. In the event such position no longer exists the employee will be placed in a comparable position, with not less than the same wages and benefits. However, to be entitled to re-engagement, an employee must present himself (herself) for re-engagement in the Company on the first working day following the expiry of the leave, or (where applicable) the first working day following the expiry of the leave plus the number of the days between the estimated date of confinement and the actual date of confinement if the latter is later, and provide medical certification of that date.
- 32.07 Provided an employee reports for work and resumes employment as provided under section 32.06, the employee will be credited with seniority for the period of the leave(s).

Supplemental Allowance Plan

- 32.08 A Regular employee who has been granted a maternity leave under section 32.01 or a parental leave under subsection 32.02 and provides the Company with proof of application and eligibility to receive employment insurance benefits, shall be paid a Supplemental Allowance in accordance with the provisions of sections 32.09, 32.10, 32.11 and 32.12.
- 32.09 To be eligible, the employee shall sign an agreement with the Company providing:
- (a) to return to work and remain in the Company's employ for a period of at least six (6) months after such return to work;
 - (b) to return to work on the date of the expiry of maternity leave provided under section 32.01 or parental leave provided under section 32.02; and
 - (c) that the employee recognizes indebtedness to the Company for the amount received as a Supplemental Allowance should the conditions provided in subsections 32.09 (a) and (b) not be satisfied.
- 32.10 In respect of the period of maternity leave granted under section 32.01, payments made according to the Supplemental Allowance Plan will consist of the following:

- (a) for the first two (2) weeks, nil payment;
- (b) for up to the next 15 weeks the combination of the employee's weekly gross EI benefit payment and the gross income top up payment will equal 75% of the employee's regular gross earnings prior to the commencement of the leave.**

32.11 In respect of the period of parental leave granted under subsection 32.02, payments as provided in **32.10 (b)** will be made for up to ten (10) weeks.

32.12 In the event that legislation is enacted that provides additional employment insurance (other than increases in the maximum standard benefits) or any other payment of salary during the period an employee is receiving the Supplemental Allowance provided in sections 32.10 or 32.11, the amount that the employee is entitled to receive as provided in **32.10 (b) and 32.12** shall be decreased by the amount the employee is entitled to receive as a result of such additional employment insurance or other payment.

Absence Due to Family Emergency

32.13 It is recognized that family emergencies occur which necessitate an employee's absence. The Company will attempt to minimize the financial impact of such absences by the granting of paid time owing to the employee. It is understood that time off for family emergencies is to attend to immediate responsibilities and the employee will make every reasonable effort to return to work as soon as possible.

ARTICLE 33 - EMPLOYMENT EQUITY

33.01 (a) The Company and the Union recognize the need to achieve equality in the workplace and to provide disabled employees with reasonable accommodation, without undue hardship, whenever possible, so that no person shall be denied employment opportunities for reasons unrelated to ability.

(b) The Company and the Union agree that this Article shall be applied in a manner consistent with their respective obligations as set out in this Collective Agreement.

33.02 (a) To give effect to the principle that equal opportunity in employment for women, aboriginal peoples, persons with disabilities and persons who are, because of their race or color, in a visible minority in Canada, means more than treating persons in the same way but also requires special measures and the accommodation of differences, the parties agree that notwithstanding the provisions of article 24.01, the Company may, in each 12 month period,

starting January 1 of each year, fill up to two (2) job openings in each district of the Company, for the purpose of Employment Equity:

- (i) Except as otherwise provided in subsection 33.02 (a) (ii), such job openings shall be filled in the order provided in article 24.01 first by a job posting applicant requesting reclassification from Part-Time to Full-Time status who is part of the four (4) designated groups namely women, aboriginal peoples, person with disabilities and visible minorities then paragraphs (iii), (iv) and (v) and in accordance with the provisions of article 24.01;
- (ii) In each province, for every two (2) job openings filled for the purpose of Employment Equity by way of granting a job posting application, the Company may fill one (1) job opening by hiring, in a Regular Full-Time employee status, a person with a disability, a woman, an aboriginal person, or a person who, because of race or color, is in a visible minority, provided that there is no qualified job posting or clerical employee applicant for that job.

The number of job openings to be filled under section 33.02 shall never exceed two (2) per district per year, as provided in subsection 33.02 (a).

- (b) The Company shall inform the local Steward, on a form to be supplied by the Company, of any job opening so filled.

33.03 Notwithstanding the provisions of section 14.10, a Union grievance may be submitted in accordance with section 14.09 relating to the interpretation, application, administration or alleged violation:

- (a) of section 33.01 involving the case of a Company employee wishing to return to the bargaining unit as provided in Company practices, as they exist at the date of signing of this Agreement, following a placement into another bargaining unit for reasons of health or disability, or
- (b) of section 33.02.

ARTICLE 34 - BARGAINING PROCEDURE

34.01 All negotiations with a view to the completion of a collective agreement or to effecting changes or modifications in this Agreement shall be conducted between the authorized Bargaining Representatives of the Union on the one hand and the designated Bargaining Representatives of the Company on the other.

The number of employees of the Company to be authorized as Bargaining Representatives of the Union shall not exceed six (6).

34.02 No agreement resulting from collective bargaining as herein provided shall be deemed to have been concluded until it is put in writing and signed by the authorized Bargaining Representatives of the Union and by the designated Bargaining Representatives of the Company and an agreement so signed shall take effect as and from the effective date specified therein.

34.03 The Company agrees that it will bear all costs for simultaneous translation during consultative and bargaining meetings but in the latter case only until the expiry date of the Collective Agreement, or the date that conciliation assistance is requested, whichever is later, at which time said expenses shall be borne by the parties in equal shares.

ARTICLE 35 - COST OF LIVING ALLOWANCE

35.01 (a) For Wage Schedules 1 and 3, if the June 2007 Consumer Price Index (C.P.I.) exceeds the C.P.I. for June 2006 by more than 2.0%, then all basic rates of pay in effect at August 31, 2007 will be increased effective September 1, 2007 by a percentage figure equal to the difference between:

(i) the percentage by which the June 2007 C.P.I. exceeds the June 2006 C.P.I.:

and

(ii) 2.0%

to a maximum of 1.0% of basic rates of pay.

35.02 The Consumer Price Index used for the formula in sections 35.01 and 35.02 shall be the C.P.I. - Canada All Items (1992 = 100) as published by Statistics Canada or any successor department or agency.

35.03 Should the Consumer Price Index be amended or discontinued prior to January 2007, the parties agree to consult to determine a means by which rates of pay will be increased effective September 1, 2007, consistent with the formulas in section 35.01.

ARTICLE 36 – CONTRACTING OUT

36.01 At least once per year, or more frequently where mutually agreed, an Officer of the Union (or a delegate) shall meet with a Tier A manager (or a delegate), who has bargaining unit employees in his organization, to discuss the broad principles associated with the contracting out issue as it pertains to the manager's organization.

36.02 Each quarter, or more frequently where mutually agreed, each Tier B manager shall meet with the Local Union President (representing bargaining unit employees in the Tier B manager's organization) to discuss and review contracting out activity and concerns within the manager's organization. The Tier B manager and the Local Union President may jointly agree to delegate, in part or in full, the responsibility for these quarterly meetings where, in their opinion, such delegation would result in more meaningful dialogue between the parties.

36.03 It is agreed that the meetings referenced above shall be face-to-face, or by conference call where mutually agreed.

36.04 Discussions between the Local Union President and Tier B manager (or their designates) shall include, but are not limited to, a review of the following:

- (i) Work contracted out by the manager's organization since the last meeting;
- (ii) Feedback on work which was contracted out (to highlight possible improvements or suggest alternatives);
- (iii) Work which is expected to be contracted out (with as much advance notice as practicable);
- (iv) Alternatives to the contracting out of work (e.g., utilizing part-time employees, in the case of Craft & Services work, more efficient utilization of available employees across districts/departments, etc.).

36.05 The Company will objectively review and consider input from the Local Union regarding the availability of necessary skills and equipment, price and quality competitiveness, balancing out the amount of work required to be performed, and achieved with its own workforce.

ARTICLE 37 - DURATION

37.01 This Agreement shall become effective on the date of ratification except as otherwise provided and, shall remain in full force and effect up to and including **November 30th, 2014**.

37.02 Either party to this Agreement may, by written notice given to the other party at least 30 days but not more than 90 days before the expiry of this Agreement, require the other party to commence collective bargaining for the purpose of renewing or revising this Agreement or entering into a new Agreement.

37.03 Notice shall be sufficient with respect to the Union if addressed to Communications, Energy and Paperworkers Union of Canada, 301 Laurier Avenue West, Ottawa, Ontario K1P 6M6, and with respect to the Company if addressed to the **Director of Labour Relations** of the Company at **1 Germain Street, Saint John, New Brunswick, E2L 4K2**.

WITNESS CLAUSE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this **20th day of July 2012.**

Communications, Energy and
Paperworkers Union of Canada

Bell Aliant Regional.
Communications L.P

Maureen Dawson

Patrick J. O'Brien

Olivier Carrière

Terry Deighton

Shawn Cowan

Lyne Chiasson

Brent MacMillan

Jason Leclerc

David W. Hicks

Chris Bell

Drew Wickens

Tom Blake

Armand Maltais

Patrick Gagné

José Vincent

ATTACHMENT A – Index of Wage Scheduling By Occupations

<u>Title</u>	<u>Schedule</u>
Business Technician I	1
Business Technician II	2
Cable Repair Technician	1
Central Off. Technician I	1
Central Off. Technician II	2
Central Off. Technician III	2
Combination Technician	1
Craft Technician	1
Installation-Repair Technician II	2
Network Technician II	2

ATTACHMENT B – LIST OF HEADQUARTERS

Alma	Haliburton	Rainy River
Arnprior	Harrowsmith	Red Lake
Asbestos	Hawkesbury	Renfrew
Atikokan	Henryville	Rimouski
	Huntsville	Rivière-du-Loup
Baie-St-Paul		Roberval
Bancroft	Ignace	Rockland
Barry's Bay		
Belle River	Kenora	Saguenay
Big Trout Lake	Knowlton	Sarnia
Blind River		Sault Ste. Marie
Bracebridge	La Malbaie	Schreiber
Brockville	Labelle	Simcoe
Burk's Falls	Lac Mégantic	Sioux Lookout
	Lakefield	Smith Falls
Cabano	Listowel	Strathroy
Chapleau	Little Current	Sturgeon Falls
Chatham		Sudbury
Clinton		St-Félicien
Cookshire	Madoc	St-Félix de Valois
Cornwall	Manitowadge	
	Maniwaki	
Deep River	Marathon	Tadoussac
Dolbeau	Midland	Thessalon
Dryden	Mount Forest	Thetford Mines
		Thunder Bay
Eganville	Nipigon	Trois-Pistoles
Elliot Lake	North Bay	
Espanola	Nunavik	Victoriaville
Exeter		
	Orangeville	Wakefield
Fenelon Falls	Ormstown	Walkerton
Fort Frances	Owen Sound	Wawa
		Winchester
Geraldton	Parry Sound	Wingham
Goderich	Pembroke	
	Port Carling	Yamaska

ATTACHMENT C - WAGE SCHEDULES

WAGE SCHEDULE 1

Class IA Occupations

Craft Technician

Class I Occupations

Business Technician I

Cable Repair Technician

Central Office Technician I

Combination Technician

Apprentice Technician

WAGE SCHEDULE 2

Class II Occupations

Business Technician II

Central Office Technician II

Installation-Repair Technician II

Network Technician II

Class III Occupations

Central Office Technician III

ATTACHMENT C - Weekly and Hourly Rates

**WAGE SCHEDULE 1
Craft and Services Employees – Class I**

Reg	December 1st 2011		December 1st 2012	
Step	Weekly Rates	Hourly Rates	Weekly Rates	Hourly Rates
1	\$671.31	\$17.90	\$681.38	\$18.17
2	\$719.47	\$19.19	\$730.50	\$19.48
3	\$796.03	\$21.23	\$808.13	\$21.55
4	\$844.11	\$22.51	\$856.88	\$22.85
5	\$896.18	\$23.90	\$909.75	\$24.26
6	\$973.46	\$25.96	\$988.13	\$26.35
7	\$1,025.96	\$27.36	\$1,041.38	\$27.77
8	\$1,093.57	\$29.16	\$1,110.00	\$29.60
9	\$1,151.21	\$30.70	\$1,168.50	\$31.16
10	\$1,258.74	\$33.57	\$1,277.63	\$34.07
11	\$1,320.61	\$35.22	\$1,340.63	\$35.75

ATTACHMENT C - Weekly and Hourly Rates

**WAGE SCHEDULE 1
Craft and Services Employees – Class I**

Reg	December 1st 2013	
Step	Weekly Rates	Hourly Rates
1	\$693.38	\$18.49
2	\$743.25	\$19.82
3	\$822.38	\$21.93
4	\$871.88	\$23.25
5	\$925.50	\$24.68
6	\$1,005.38	\$26.81
7	\$1,059.75	\$28.26
8	\$1,129.50	\$30.12
9	\$1,189.13	\$31.71
10	\$1,300.13	\$34.67
11	\$1,364.25	\$36.38

ATTACHMENT C - Weekly and Hourly Rates

WAGE SCHEDULE 1

Craft and Services Employees – Class IA

Reg	December 1st 2011		December 1st 2012	
Step	Weekly Rates	Hourly Rates	Weekly Rates	Hourly Rates
1	\$671.31	\$17.90	\$681.38	\$18.17
2	\$719.47	\$19.19	\$730.50	\$19.48
3	\$796.05	\$21.23	\$808.13	\$21.55
4	\$844.11	\$22.51	\$856.88	\$22.85
5	\$896.18	\$23.90	\$909.75	\$24.26
6	\$973.46	\$25.96	\$988.13	\$26.35
7	\$1,025.96	\$27.36	\$1,041.38	\$27.77
8	\$1,098.76	\$29.30	\$1,115.25	\$29.74
9	\$1,158.95	\$30.91	\$1,176.38	\$31.37
10	\$1,269.03	\$33.84	\$1,288.13	\$34.35
11	\$1,333.51	\$35.56	\$1,353.38	\$36.09

ATTACHMENT C - Weekly and Hourly Rates

**WAGE SCHEDULE 1
Craft and Services Employees – Class IA**

Reg	December 1st 2013	
Step	Weekly Rates	Hourly Rates
1	\$693.38	\$18.49
2	\$743.25	\$19.82
3	\$822.38	\$21.93
4	\$871.88	\$23.25
5	\$925.50	\$24.68
6	\$1,005.38	\$26.81
7	\$1,059.75	\$28.26
8	\$1,134.75	\$30.26
9	\$1,197.00	\$31.92
10	\$1,310.63	\$34.95
11	\$1,377.00	\$36.72

ATTACHMENT C - Weekly and Hourly Rates

WAGE SCHEDULE 2

Craft and Services Employees – Class II

Reg	December 1st 2011		December 1st 2012	
Step	Weekly Rates	Hourly Rates	Weekly Rates	Hourly Rates
1	\$602.19	\$16.06	\$611.25	\$16.30
2	\$645.39	\$17.21	\$655.13	\$17.47
3	\$714.07	\$19.04	\$724.88	\$19.33
4	\$757.23	\$20.19	\$768.38	\$20.49
5	\$803.92	\$21.44	\$816.00	\$21.76
6	\$873.24	\$23.29	\$886.50	\$23.64
7	\$920.33	\$24.54	\$934.13	\$24.91
8	\$981.00	\$26.16	\$995.63	\$26.55
9	\$1,032.70	\$27.54	\$1,048.13	\$27.95
10	\$1,129.14	\$30.11	\$1,146.00	\$30.56

ATTACHMENT C - Weekly and Hourly Rates

WAGE SCHEDULE 2
Craft and Services Employees – Class II

Reg	December 1st 2013	
Step	Weekly Rates	Hourly Rates
1	\$622.13	\$16.59
2	\$666.75	\$17.78
3	\$737.63	\$19.67
4	\$781.88	\$20.85
5	\$830.25	\$22.14
6	\$901.88	\$24.05
7	\$950.63	\$25.35
8	\$1,012.88	\$27.01
9	\$1,066.50	\$28.44
10	\$1,165.88	\$31.09

ATTACHMENT D - FAMILIES

WAGE SCHEDULES

1. Installation & Repair

1	** Business Technician I
2	Business Technician II
1	Combination Technician
2	Installation-Repair Technician II
2	Network Technician II
1	Apprentice Technician

2. Central Office

1	** Central Office Technician I
2	Central Office Technician II
2	Central Office Technician III
1	Combination Technician
1	Craft Technician
2	Network Technician II
1	Apprentice Technician

WAGE SCHEDULES

3. Cable Repair

1	Cable Repair Technician
1	Combination Technician

Notes:

* For the purpose of Article 11, Combination Technicians will be deemed to be in (1) one family i.e. the family to which they were last hired.

**** Functional Preferences**

Business Technician I

- (i) Voice
- (ii) Data
- (iii) Radio/Video
- (iv) High-Tech Specialist

Central Office Technician

- (i) Switch Maintenance
- (ii) Transport Network Maintenance
- (iii) Data
- (iv) Radio/Video
- (v) High-Tech Specialist

ATTACHMENT E - NORMAL SERVICING TERRITORIES (NST)

<u>ONTARIO</u>	<u>QUÉBEC</u>
1. Sarnia, Chatham	1. St-Félix de Valois
2. Strathroy	2. Labelle
3. Simcoe	3. Maniwaki, Wakefield
4. Orangeville	4. Ormstown
5. Owen Sound, Walkerton	5. Yamaska
6. Exeter, Clinton, Goderich, Listowel, Wingham, Mount Forest	6. Henryville, Knowlton
7. Arnprior, Smiths Falls	7. Asbestos, Cookshire, Lac- Mégantic, Thetford Mines
8. Cornwall, Winchester, Hawkesbury, Rockland	8. Victoriaville
9. Brockville, Madoc, Bancroft	9. Alma, Saguenay
10. Barry's Bay, Deep River, Renfrew, Eganville, Pembroke, Harrowsmith	10. Dolbeau, Roberval, St- Félicien
11. Parry Sound, Bracebridge, Port Carling, Huntsville, Sundridge, Burk's Falls, Haliburton, Midland, Fenelon Falls, Lakefield	11. Baie-Comeau, Baie St- Paul, La Malbaie, Les Escoumins, Tadoussac
12. North Bay, Sturgeon Falls	12. Cabano, La Pocatière, Rimouski, Rivière-du-Loup, St-Pascal, Trois-Pistoles
13. Sault Ste Marie, Thessalon, Wawa, Chapleau, Blind River,	13. Nunavik

* Boundaries do not coincide with HQ as shown in Attachment B of the collective agreement

ATTACHMENT E - NORMAL SERVICING TERRITORIES (NST)

	<u>ONTARIO</u>	<u>QUÉBEC</u>
14.	Sudbury, Little Current, Espanola, Elliot Lake	
15.	Thunder Bay, Nipigon	
16.	Marathon, Schreiber, Manitouwadge	
17.	Big Trout Lake	
18.	Dryden, Ignace, Red Lake, Sioux Lookout, Ear Falls	
19.	Fort Frances, Rainy River, Atikokan	
20.	Long Lac, Geraldton	
21.	Kenora	

* Boundaries do not coincide with HQ as shown in Attachment B of the collective agreement

ATTACHMENT F - HEALTH AND SAFETY COMMITTEES

RULES AND PROCEDURES

AGREEMENT

1.0 GENERAL

- 1.1 Both parties to the present CEP Collective Agreements recognize the need to protect the health and to ensure the safety of all employees covered by these Agreements.
- 1.2 In a spirit of joint commitment and cooperation, the Policy Health and Safety Committee will respect and apply all directives found in Part II of the Canada Labour Code when establishing Local Health and Safety Committees, their responsibilities, the frequency of the meetings as well as any other significant questions related to the establishment of efficient Local Committees.
- 1.3 It is understood that these Committees shall be excluded from any role in disciplinary measures.
- 1.4 As per Part II of the Canada Labour Code, Section 135.1(13), no member of a health and safety Committee is personally liable for anything done or omitted to be done by the member in good faith under the authority or purported authority referred in Part II.

2.0 POLICY AND LOCAL HEALTH AND SAFETY COMMITTEES

- 2.1 The Policy Committee will concern itself with health and safety Policy issues and issues which transcend local concerns.
- 2.2 The Local Committees will direct their attention to the resolution of local concerns and may help to identify those issues, which have wider implications. Each local committee will represent work places agreed upon by the CEP and Bell Aliant as approved by HRSDC. All local committees will represent Bell Aliant's overall business territory for the CEP membership.
- 2.3 Relevant health and safety issues, which have implications that transcend local concerns, shall be referred to the Policy Committee together with any notes dealing with that issue.
- 2.4 The Policy and Local Committees may establish joint sub-committees. The mandate of these joint sub-committees will be limited to the review of specific questions related to health and safety.

3.0 COMMON RULES OF HEALTH AND SAFETY COMMITTEES, POLICY AND LOCAL

- 3.1 The common provisions for the Health and Safety Committees are in accordance with Section 135.1(1) of the Canada Labour Code, Part II.
- 3.2 Guests to Health and Safety Committee meetings are invited by the approval of both co-chairs. The committee may request from a guest any information that it considers necessary to identify existing or potential hazards with respect to materials, processes, equipment or activities related to work performed. Guests should be present only for the issues that pertain to them directly unless both co-chairs agree otherwise.

4.0 PROCEDURE – POLICY HEALTH AND SAFETY COMMITTEE

4.1 Structure

- 4.1.1 The Policy **Health and Safety Committee** will consist of four (4) employer representatives and four (4) union representatives as follows: **one (1) unionized full time equivalent per province (as per Letter of Intent on Policy and Health and Safety Committees) and their alternates or their designates**; and two (2) members from CEP (**two (2) National Representatives of the Union**), or their designates; and two (2) other representatives of the Company may attend the deliberations of the Committee as members.
- 4.1.2 **The CEP members of the Policy Health Safety Committee shall meet together, separately from the Company prior to each quarterly meeting. The actual Policy Health and Safety Committee will be held simultaneous in both French and English by way of simultaneous translation services. The Company will pay for simultaneous translation services for both of the meetings above. Both parties agree to review this meeting process and amend if needed.**
- 4.1.3 The Policy Committee shall have two (2) co-chairpersons of equal standing chosen from the members of the Committee, one being a member of the CEP Union and the other being an employer representative;
- 4.1.4 The Policy Committee shall designate a secretary who will be responsible for taking the minutes.

4.2 Schedule of meetings

- 4.2.1 The Policy Committee shall meet on a quarterly basis;
- 4.2.2 Special meetings may be called with the concurrence of both parties;

- 4.2.3 The scheduling of meetings shall take into account the work schedule of members of the Policy Committee;
- 4.2.4 Sub-committees meetings schedule: dates of sub-committees meetings shall be scheduled in advance. These meetings could be cancelled if deemed unnecessary by either co-chairperson.

4.3 Meeting procedure

- 4.3.1 A Policy Committee member wishing to have an item placed on the Agenda shall inform the relevant co-chairperson in writing no later than 20 working days prior to the meeting date. Items can be added for discussion and/or action upon notification and consent of both co-chairpersons;
- 4.3.2 The co-chairpersons shall distribute the joint Agenda to their members ten (10) working days prior to the meeting date;
- 4.3.3 The parties agree that the discussion or disposition, at the Policy Committee, of issues which are the subject of grievances, are without prejudice to the rights of the parties in the resolution of such grievances;
- 4.3.4 The parties agree to consider and expeditiously dispose of issues raised at / to the Policy Committee;
- 4.3.5 Draft minutes of the PHSC meetings, distributed to the PHSC members for review, are not to be circulated in portion or in their entirety to any other party before being approved by the PHSC co-chairpersons. The co-chairpersons are responsible for coordinating all comments relative to the draft minutes and communicating them to the secretary of the PHSC. The co-chairpersons have 15 working days to provide the secretary with their comments on the draft minutes. When the minutes of the Policy Committee meetings are concurred by both co-chairpersons, they shall be distributed to all members of the Policy Committee. When approved by the Policy Committee, they shall be distributed to the co-chairpersons of each local Committee, within ten (10) working days after approval, as the record of such meetings;
- 4.3.6 Committee members shall be released from their regular duties to carry out their obligations, as members of the Committee, authorized by the Committee, provided, however, that each employee member has arranged with his/her immediate supervisor, for all time off the job required for the above purpose;
- 4.3.7 All the time devoted by employee members to perform duties requested by the Committee shall be considered as working hours and charged against code "OSP";

4.3.8 Expenses incurred for travel, meals and accommodation for employee members of the Policy Committee to attend meetings of the said Committee will be reimbursed by the Company in accordance with the Letter of intent, Attachment "A" (not included in the collective agreement).

4.4 Responsibilities

The specific provisions for the Policy Health and Safety Committee are in accordance with Section 134 of the Canada Labour Code, Part II.

The provisions common to the Policy Health and Safety Committee and the Local Health and Safety Committees are in accordance with Section 135.1 of the Canada Labour Code, Part II.

4.5 Notes

4.5.1 These procedures may be reviewed on a periodic basis, as required;

4.5.2 The term "employees" as used in the foregoing shall mean those persons covered by the Craft and Services Agreement between the CEP and Bell Aliant.

5.0 PROCEDURES – LOCAL HEALTH AND SFETY COMMITTEES

5.1 Structure

Bell Aliant LHSC Name	Bell Aliant LHSC	Locals with Bell Aliant Members	CEP Members on Committee
90	519 South	45, 46, 48, 53	5 CEP
91	519 North	41, 44, 46, 26	4 CEP
92	613	30, 31, 34, 35	5 CEP
93		See above	
94	705 South	29X,39,40	3 CEP
95	705 North	36, 37, 38	4 CEP
96	76	49	4 CEP
97	Centre du Québec, Outaouais, Laurentides, Montérégie	77Q, 78, 79, 80, 81	4 CEP
98	Saguenay Lac St-Jean, Malbaie et Rivière-du-Loup, Nunavik	75, 176	6 CEP

5.1.1 The Local Committee shall have two (2) co-chairpersons of equal standing chosen from the members of the Committee, one being an employee representative selected by the employee representatives on the Committee and the other being an employer representative selected by the employer representatives on the Committee;

5.1.2 The Local Committee shall designate a secretary at each meeting who will be responsible for taking the minutes.

5.2 Schedule of meetings

5.2.1 The Local Committee will meet face to face on a monthly basis, **based upon a schedule created at the beginning of each year.**

5.2.2 In exceptional cases, with the mutual consent of both co-chairs, meetings may be cancelled. However, under no circumstances will there be fewer than nine meetings per year;

- 5.2.3 Special meetings may be called with the concurrence of both parties;
- 5.2.4 The scheduling of meetings shall take into account the work schedule of members of the Local Committee.

5.3 Meeting procedure

- 5.3.1 A Local Committee member wishing to have an item placed on the Agenda shall inform the relevant co-chairperson in writing no later than ten (10) working days prior to the meeting date. Items can be added for discussion and/or action upon notification and consent of both co-chairpersons;
- 5.3.2 The co-chairpersons shall distribute the joint Agenda to their members five (5) working days prior to the meeting date;
- 5.3.3 The parties agree that the discussion or disposition, at the Local Committees, of issues which are the subject of grievances, are without prejudice to the rights of the parties in the resolution of such grievances;
- 5.3.4 The parties agree to consider and expeditiously dispose of issues raised at / to the Local Committee;
- 5.3.5 When the Minutes of the Local Committee meeting **are** agreed to by both co-chairpersons they shall be distributed to all members of the Committee. When approved by the Local Committee they shall be sent to the co-chairpersons of the Policy Committee and posted on the Bulletin Boards, as designated in the Collective Agreements, that serve the employees that the Committee represents, within ten (10) working days after approval as the official record of such meeting;
- 5.3.6 Minutes of the meeting shall be posted in the related reporting centers, until next minutes are available
- 5.3.7 Local Committee members shall be released from their regular duties to carry out their obligations, as members of the Committee, authorized by the Committee, provided, however, that each employee member has arranged with his/her immediate supervisor, subject to unforeseen extenuating circumstances, for all time off the job required for that purpose;
- 5.3.8 Members of the Local Committee must inform their immediate supervisor at least five (5) working days prior to the date that the next meeting will be held using an approved method or form (BC3908) ;
- 5.3.9 When an employee or management member of the Bell Aliant Canada LHSC is not available to fulfill his/her duties, he/she shall be replaced by another employee or manager represented by that health and safety Committee; an employee or manager cannot be on more than one (1) LHSC;

5.3.10 All time devoted by employee members of the Local Committee shall be considered as working hours and charged against code "OSP";

5.3.11 Expenses incurred for travel, meals and accommodation for employee members of the Local Committee attending meetings of the said Committee will be reimbursed by the Company in accordance with the letter of intent, Attachment "B" (not included in the collective agreement).

5.4 Responsibilities

The specific provisions for the Local Health and Safety Committee are in accordance with Section 135 of the Canada Labour Code, Part II.

The provisions common to the Policy Health and Safety Committee and the Local Health and Safety Committees are in accordance with Section 135.1 of the Canada Labour Code, Part II.

5.5 Note

5.5.1 These procedures may be reviewed on a periodic basis, as required, by the Policy Committee.

6.0 FULL-TIME HEALTH AND SAFETY REPRESENTATIVE

Terms of Reference

6.1 Background

There is a Letter of Intent stating that the Company agrees that the **two (2) Full-time equivalent employee representatives** on the Policy Health and Safety Committee shall be assigned as outlined in the Letter of Intent, for the purposes of completing duties as assigned by the Policy Committee.

6.2 Administrative structure

The employee representatives as per the Letter of Intent for Ontario and Quebec will temporarily be re-assigned (designated form) for the duration of the mandate and will report to the provincial **Health and Safety Manager** in the operations groups having employees in the Craft and Services bargaining unit.

All health and safety activities carried out by the **Full-time equivalent employee representatives** will be captured under the code "OSP". **Union activities that are not related to health and safety will be carried out under the applicable codes.**

All expenditures, **including weekly payroll**, must be approved beforehand by the provincial **Health and Safety Manager**.

37.5 hours per week or 40 hours per week is guaranteed as per the collective agreement.

The Full-time equivalent employee(s) that have been selected by the Union shall maintain the current rates of pay and maintain the same benefits of employment as he would within his regular position.

The Full-time equivalent employee(s) shall have the right to return to the same position and location of their previous position when they cease to perform the FTE role.

It is understood that in order to preserve the regular position and location for the Full-time equivalent employee to return to, the employer may need to replace this position on a temporary basis. It is further understood that the period of employment for this temporary position may exceed the 18 month limit applicable to a Temporary Part-time employee. Therefore the parties agree that the 18 month maximum period of employment shall not apply for this employee. The employee shall maintain the ability to post for regular positions, with no freeze period. Upon the return of the Full-time equivalent employee to their regular position, if the Temporary- Part-time employee filling his position was unsuccessful in posting for a regular position in a period that has exceeded 18 months, he will be terminated.

6.3 Mandate of the full-time equivalent employee representatives

- 1. Will work in collaboration with the provincial Health and Safety Manager to act as the link between the Policy Health and Safety Committee and the Local Health and Safety Committees, and will as such work with and within LHSC's.**
- 2. Will work in collaboration with the provincial Health and Safety Manager to support the Local Health and Safety Committee members in carrying out their assigned duties**
- 3. Will collaborate with the provincial Health and Safety Manager in carrying out the following duties:**
 - **Upon request, will participate in accident investigations (usually required for major accidents);**
 - **Produce regional Safety Flashes;**
 - **Identify potential high risk situations and make appropriate recommendations;**

- Monitor regional H&S results;
- Other special H&S projects;
- PHSC activities;
- Etc.....

4. The PHSC felt it was in its best interest that the **Full-time equivalent employee** representative be allocated some time to network on health and safety matters. The **Full-time equivalent employee** representative will therefore be allocated paid time to attend and participate, if required, in Ontario **OCC** meetings and in Québec FRSQ meetings and LHSC co-chairpersons meetings (up to a maximum of 6 days/year). Expenses related to these meetings will be paid by the CEP.

6.4 Dispute resolution

If a dispute arises between the **Full-time equivalent employee representative** and the provincial **Health and Safety Manager**, either party could refer the matter to their appropriate Policy Health and Safety committee co-chairperson. Both Policy Health and Safety committee co-chairpersons will then discuss the matter and resolve.

6.5 Equipment, office space and training

The **Full-time equivalent employee representative** will be provided with the following, subject to approval by the provincial **Health and Safety Manager**:

- Cellular phone with Fax capability;
- Black and white printer;
- PC or notebook and docking stations with BESI id.;
- Pager;
- Use of a company vehicle when the assigned task requires it;
- If required, the provincial **Health and Safety Manager** may request the **Full-time equivalent employee representative** to work from a specific office;
- Training requirements will be agreed upon between the provincial **Health and Safety Manager** and the **Full-time equivalent employee representative**.

The parties agree that these terms of reference will be reassessed when warranted by both co-chairs.

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90/10 SEASONAL LEAVE WITH INCOME AVERAGING

**MEMORANDUM OF AGREEMENT
between**

**BELL ALIANT REGIONAL COMMUNICATIONS LP
and**

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA
REPRESENTING CRAFT AND SERVICES EMPLOYEES**

The parties agree to the following:

This is to confirm our understanding reached during bargaining for the renewal of the Craft and Services employees Collective Agreement.

Providing that the employee agrees to take a maximum of one (1) week of vacation during the period of June through September, a 90/10 seasonal leave with income averaging will be offered to regular full-time employees **subject to service requirements**, by mutual agreement between the manager and the employee **with due consideration given to seniority**. The period of time not worked will be five (5) weeks and one (1) day and may be taken in one (1) or two (2) blocks of time during the period of October through April and within the one (1) year income averaging period, subject to the needs of the business. The one (1) year income averaging period must begin sometime during the duration of the collective agreement.

The normal Company practices associated with seasonal leaves will be applicable. Service credits will be granted for the entire leave. Pensionable employment granted for pension-calculation purposes for time not worked will be limited to the maximum allowed by law. Pensionable earnings will be based on 100% (and not 90%) of full-time basic salary during the period of leave.

Signed at Toronto this 20th day of July 2012

For the Company

For the Union

Patrick J. O'Brien

Maureen Dawson

BRIDGING OF SERVICE AFTER A REHIRE (BREAK IN SERVICE)

MEMORANDUM OF AGREEMENT

between

BELL ALIANT REGIONAL COMMUNICATIONS LP

and

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA
REPRESENTING CRAFT AND SERVICES EMPLOYEES**

The parties hereby agree to the following rules related to bridging of service after being re-hired after a break in service:

Effective upon the signing of this new collective agreement, any existing employee or any new employee hired as an employee of the Company after a break in service will only have his past technician service with Bell Aliant Regional Communications (Ontario and Quebec) bridged. The period of the break in service from leaving BARC and being re-hired by BARC will be unlimited. If past service is bridged it will be recognized for pension, benefits as well as all aspects of the collective agreement.

It is understood that a former BARC technician from Ontario or Quebec who has left the company with severance or termination package will be re-hired with no seniority and will never be eligible for bridging past service. Furthermore, both parties agree that in instances where there is a break in service, past service as a technician from other Bell companies (Expertech, BTS, Bell Canada, etc.) will not be recognized for any purpose.

Signed at Toronto this 20th day of July 2012

For the Company

For the Union

Patrick J. O'Brien

Maureen Dawson

COMPANY PAID POST RETIREMENT BENEFITS

MEMORANDUM OF AGREEMENT

between

BELL ALIANT REGIONAL COMMUNICATIONS LP

and

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA
REPRESENTING CRAFT AND SERVICES EMPLOYEES**

The Company agrees to maintain the current practice of providing company paid post-retirement benefits (medical coverage until age 65) for eligible employees for the duration of the Collective Agreement.

Signed at Toronto this 20th day of July 2012

For the Company

For the Union

Patrick J. O'Brien

Maureen Dawson

EXPEDITED GRIEVANCE PROCESS

MEMORANDUM OF AGREEMENT

between

BELL ALIANT REGIONAL COMMUNICATIONS LP

and

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA
REPRESENTING CRAFT AND SERVICES EMPLOYEES**

Notwithstanding the provisions of sections 14.03, 14.04 and 14.05 of the Collective Agreement, the above parties have agreed as follows:

- 1. When a grievance has not been settled at Step 1 of the grievance process, the Union and the Company may agree to combine Steps 2 and 3 of the grievance process (expedited process);**
- 2. A mutual agreement to use the expedited process must be reached within ten (10) days of the conclusion of Step 1. If no such agreement is reached, the ten (10) day delay called for in section 14.04 of the Collective Agreement shall begin;**
- 3. When the parties agree to use the expedited process, the following shall apply:**
 - (a) The rules governing the third step of the grievance process (sections 14.05 to 14.08) shall apply to the expedited process;**
 - (b) The third level Manager and the Director Industrial Relations shall both participate in the meeting held for the purpose of attempting to settle the grievance under the expedited process.**
 - (c) The expedited process is subject to the rules governing Article 14 in its entirety, taking into account the necessary adjustments.**

- 4. The Company and the Union shall meet each year in order to assess this expedited process. Either party can terminate this Memorandum of Agreement in writing at any time.**

Signed at Toronto this 20th day of July 2012

For the Company

For the Union

Patrick J. O'Brien

Maureen Dawson

FOUR (4) DAY WORK WEEK (ONTARIO AND QUEBEC)

MEMORANDUM OF AGREEMENT

between

BELL ALIANT REGIONAL COMMUNICATIONS LP

and

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA
REPRESENTING CRAFT AND SERVICES EMPLOYEES**

This is to outline our understanding applicable to the Craft and Services employees bargaining unit regarding the possible institution of a four (4) day work week on a local basis. The following conditions shall apply:

- A four (4) day work week may be instituted only by mutual agreement between local management and local Union representatives, **subject to service requirements**, provided that each employee affected gives his consent to the arrangement;
- It is agreed that every time a four (4) day work week is to be instituted, the applicable terms and conditions shall be confirmed in a Letter of Agreement signed between the Director Industrial Relations and an Officer of the CEP, or their designates;
- Where a four (4) day work week is instituted, both parties further agree that, one (1) of the two (2) following options shall be mutually agreed upon for the purposes of applying Articles 18 and 19 of the Craft and Services employees Collective Agreement:

OPTION I

- the terms "scheduled tour of duty" and "basic hours of work" shall mean a tour of ten (10) hours of work for 40 hours a week. The two and a half (2½) hours at straight time may be added to the employee's reserved hours bank, up to the allowable limit of **150 hours**.

OPTION II

- the terms "scheduled tour of duty" and "basic hours of work" shall mean a tour of nine and one half (9½) hours of work for 38 hours a week. One-half

(1/2) hour of work at straight time may be added to the employee's reserved hours bank, up to the allowable limit of **150 hours**.

The option chosen shall be so indicated by the parties in the Letter of Agreement referred to above.

General

- Compressed work week arrangements, other than those outlined above, may be implemented by the parties within the general framework specified in this **memorandum of agreement** where such an arrangement meets with the approval of both the Director - Industrial Relations and an Officer of the Union, or their designates.
- Any agreement by the parties under the terms of this **memorandum of agreement** shall be conditional to the observance of all legal requirements prescribed under any applicable legislation.

Signed at Toronto this 20th day of July 2012

For the Company

For the Union

Patrick J. O'Brien

Maureen Dawson

FREEZING OF GRIEVANCES

MEMORANDUM OF AGREEMENT between

BELL ALIANT REGIONAL COMMUNICATIONS LP and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA REPRESENTING CRAFT AND SERVICES EMPLOYEES

This is to outline our understanding regarding the "freezing of grievances" arising out of the interpretation, application or alleged violation of any provision of the Craft and Services Collective Agreement.

Following the Company's reply at Step 3, to at least one (1) grievance on the issue being considered for freezing, a National Representative of the Union and the appropriate Director - Industrial Relations shall work out the specific procedure in each instance which must contain at least the following elements:

- a) Following mutual agreement to implement the "freeze" procedure, all grievances already heard at Step 1 of the grievance procedure and those which may be submitted and heard at Step 1 during the "freeze" period which deal with the same provision of the Collective Agreement and substantially the same matter as the grievance which triggered the "freeze" shall be immediately referred to Step 3 and frozen at that step. A method to identify such cases shall be determined by the National Representative of the Union and the appropriate Director - Industrial Relations.
- b) Where no agreement is reached with respect to the referral of a grievance to Step 3, in accordance with this procedure, it shall be processed through the normal grievance procedure, as contained in Article 14 of the Collective Agreement.
- c) Where a National Representative of the Union believes that a grievance concerns an issue which has not been "frozen", the grievance shall be referred to the appropriate step of the grievance procedure. The normal time limits shall apply and commence on the date on which the local Union Representative refers the grievance to the appropriate manager.
- d) The National Union shall then choose one (1) representative case which will be submitted to arbitration in accordance with Article 15 of the Collective Agreement.

- e) The grievance frozen at Step 3 shall remain frozen until 30 days have elapsed from the receipt by the parties of the final arbitration award in respect of the representative case referred to arbitration as provided in paragraph d), at which time
 - i) the parties shall meet as early as possible to deal conclusively with those grievances. It is understood that the arbitration award referred to does not determine the outcome of the other grievances unless the parties agree;
and
 - ii) the 30 calendar day time limit for referring a grievance to arbitration expressed in Article 15 commences to run.
- f) The normal time limits prescribed in Article 14 of the Collective Agreement for submitting a grievance to Step 1 of the grievance procedure shall be respected.
- g) The Union and the Company shall be responsible for informing their respective Stewards and managers of the existence of a "freeze" and of its nature.

Signed at Toronto this 20th day of July 2012

For the Company

For the Union

Patrick J. O'Brien

Maureen Dawson

JOB POSTING PROCEDURES

MEMORANDUM OF AGREEMENT

between

BELL ALIANT REGIONAL COMMUNICATIONS LP

and

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA
REPRESENTING CRAFT AND SERVICES EMPLOYEES**

1. With regard to subsection 24.04 (c), section 24.05 and paragraph (i) of subsection 24.07 (c), "meets job requirements" shall mean that the employee is meeting the basic requirements of his job, is not on interim review and is, in his general performance, satisfactory. For example, an employee will not be disqualified for reasons of one (1) or two (2) absences, one (1) or two (2) lates or one (1) or two minor quality defects.
2. With regard to subsection 24.02, it is understood that job qualifications will bear a reasonable relationship to the basic requirements of the job opening and it is further understood that qualifications for jobs of the same type will not be dissimilar.

Signed at Toronto this 20th day of July 2012

For the Company

For the Union

Patrick J. O'Brien

Maureen Dawson

**PARTICIPATION IN THE DEFINED CONTRIBUTION COMPONENT OF THE BELL
PENSION PLAN**

MEMORANDUM OF AGREEMENT

between

BELL ALIANT REGIONAL COMMUNICATIONS LP

and

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA
REPRESENTING CRAFT AND SERVICES EMPLOYEES**

This is to confirm our discussions during bargaining for the renewal of the Craft and Services Employees Collective Agreement regarding the participation of employees in the Defined Contribution Component of Bell Aliant Regional Communication's Pension Plan.

It is understood and agreed that:

Any regular employee hired before October 1, 2004 (whether or not he is a member of Bell's Pension Plan on that date) who chooses not to participate in the new Defined Contribution Component will continue to participate in the Defined Benefits Component of Bell Aliant Regional Communication's Pension Plan for as long as he remains an employee of the Company.

Signed at Toronto this 20th day of July 2012

For the Company

For the Union

Patrick J. O'Brien

Maureen Dawson

PERMANENT ASSIGNMENT TO TEMPORARY TRANSFER LOCATION

MEMORANDUM OF AGREEMENT

between

BELL ALIANT REGIONAL COMMUNICATIONS LP

and

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA
REPRESENTING CRAFT AND SERVICES EMPLOYEES**

As discussed during bargaining for the renewal of the Craft and Services Employees Collective Agreement, the Company and the Union agree that the three (3) employees listed below have been on temporary transfer for quite some time. Upon signing of the new collective agreement, the three (3) employees will be assigned to this temporary location on a permanent basis.

**Aaron Blackmore – 29 Page Street, Sundridge
Mitchell Laroche – South River
Roger Wallwin – 9 High Street, Huntsville**

Signed at Toronto this 20th day of July 2012

For the Company

For the Union

Patrick J. O'Brien

Maureen Dawson

**RECLASSIFICATION OF REGULAR PART-TIME (RPT) EMPLOYEES IN REMOTE
NORTH TO REGULAR FULL-TIME (RFT) STATUS**

MEMORANDUM OF AGREEMENT

between

BELL ALIANT REGIONAL COMMUNICATIONS LP

and

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA
REPRESENTING CRAFT AND SERVICES EMPLOYEES**

As discussed during bargaining for the renewal of the Craft and Services Employees Collective Agreement, the Company and the Union agree that the eight (8) regular part-time employees listed below who are located in the remote northern regions of Ontario and Quebec will have a one time exclusive opportunity to be take an available regular full-time vacancy prior to the position being made available to all bargaining unit employees.

The identified employees in Ontario will be offered a vacant RFT position in Ontario as they become available. The identified employees in Quebec will be offered a vacant RFT position in Quebec. The positions in both provinces will be offered in order of seniority. If any of the employees reject the opportunity, they will remain RPT in their current remote location until they decide to bid on future jobs as per the job posting process.

**Michael Cameron – Québec
Jean-Guy St-Aubin – Québec
Josephie Niviixie – Québec
Adamie Kulula – Québec**

**Rosema Nanokeesic – Ontario
Rudy Crane – Ontario
Tommy Miles – Ontario
Reynold Bartkiewicz - Ontario**

Signed at Toronto this 20th day of July 2012

For the Company

For the Union

Patrick J. O'Brien

Maureen Dawson

**RECLASSIFICATION OF REGULAR PART-TIME (RPT) EMPLOYEES TO REGULAR
FULL-TIME (RFT) STATUS**

MEMORANDUM OF AGREEMENT

between

BELL ALIANT REGIONAL COMMUNICATIONS LP

and

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA
REPRESENTING CRAFT AND SERVICES EMPLOYEES**

As discussed during bargaining for the renewal of the Craft and Services Employees Collective Agreement, the Company and the Union agree to reclassify the employees listed below from regular part-time (RPT) to regular full-time (RFT) status effective upon the signing of the new collective agreement.

Last Name	First Name	NCS Date
MacMillan	Brent	07/11/1977
Shaule	Travis	03/09/2003
Johnston	James P.	03/11/1999
Hookimaw	Mike	11/19/1993
Ottenhof	Jeffrey	03/3/1997
Morey	Douglas	05/31/1999
Thompson	Shawn	07/31/2000
Erb	Mike	06/19/2005
Brunelle	Jennifer	7/9/2005
Larochelle	Mitchell	08/22/2005
Best	Ryan	09/17/2005
Edge	Richard	09/26/2005
Long	Kevin	11/2/2005
Turcotte	Bryan	03/14/2006
Saville	James	05/8/2006
MacMillan	Don	07/2/2006
Donly	Michael	01/14/2007
Lafond	Adam	03/13/2007
Bowen	Arren	03/26/2007
Bakker	Breklynn	05/23/2007
Saar	Marshall	06/11/2007
Bellamy	Robert	06/20/2007
Johnston	Robert	09/4/2007
Fry	Robert	10/4/2007

Watson	Kirk	01/15/2008
Connell	Samuel	04/7/2008
Thomson	Todd	04/28/2008
Shepherd	Curtis	05/5/2008
Berthiaume	Etienne	06/13/2008
Herlihey	Ryan	09/5/2008
Trepanier	Clifford	09/24/2008
Grant	Andrew	01/14/2009
Mahy	Kevin	03/1/2009
McEwen	Scott	03/2/2009
Whitehouse	Jordan	03/12/2009
Rodgers	Stuart	03/30/2009
Bain	Steven	08/12/2009
Hinchey	Tyler Joseph W	09/3/2009
Soucie	Renee	09/16/2009
Stephenson	Matthew	4/27/2009
Carrick	Adam	5/4/2009
Desaulniers	Paul	08/20/2010
Parisien	Mike	10/28/2009
McPherson	Kent	2/8/2010
Carrick	Mark	5/3/2010
Dalliday	Trevor	5/3/2010
Burnell	Oscar	11/14/2010
King	Justin	11/16/2010
Allen	Jordan	06/01/2010
Bradley	David	1/11/2011
Cain	Justin	11/01/2010
Johns	Jeffrey	1/11/2011
Randell	Nathan	1/16/2011
Hayunga	Dustin	2/21/2011

Signed at Toronto this 20th day of July 2012

For the Company

For the Union

Patrick J. O'Brien

Maureen Dawson

**RECLASSIFICATION OF TEMPORARY PART-TIME (TPT) EMPLOYEES TO
REGULAR PART-TIME (RPT) STATUS**

MEMORANDUM OF AGREEMENT

between

BELL ALIANT REGIONAL COMMUNICATIONS LP

and

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA
REPRESENTING CRAFT AND SERVICES EMPLOYEES**

As discussed during bargaining for the renewal of the Craft and Services Employees Collective Agreement, the Company and the Union agree to reclassify the employee listed below from temporary part-time (TPT) to regular part-time (RPT) status effective upon the signing of the new collective agreement.

~~Michael Parisien~~
~~Jordan Allen~~
~~Justin Cain~~
Cameron Nixon

Signed at Toronto this 20th day of July 2012

For the Company

For the Union

Patrick J. O'Brien

Maureen Dawson

RECOGNIZING SERVICE OF TECHNICIANS UNDER A RECIPROCAL AGREEMENT

MEMORANDUM OF AGREEMENT

between

BELL ALIANT REGIONAL COMMUNICATIONS LP

and

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA
REPRESENTING CRAFT AND SERVICES EMPLOYEES**

On July 9, 2006, there was a mass transfer of employees from Bell Canada to Bell Aliant Regional Communications. These employees all transferred into Bell Aliant with recognition of all previous Bell Canada service.

Since January 1, 2007 several individual craft and services employees represented by the CEP have also transferred into Bell Aliant without a break in service. These employees transferred into Bell Aliant from an affiliated company (Bell Canada, BTS, Expertech) under a reciprocal agreement.

When transferring into the company under a reciprocal agreement, the employee is provided with full bridging of service for pension, benefits and vacation entitlement purposes only. Some of the technicians transferring in since January 1, 2007 were provided with full service recognition for all articles of the collective agreement while others were not.

In order to achieve a fair and consistent approach to recognizing service under a reciprocal agreement for craft and services employees at Bell Aliant, the company and the union agree without prejudice and precedent to the following:

- 1) All craft and services employees that have transferred into Bell Aliant from January 1, 2007 to December 31, 2010 under an approved reciprocal agreement will have their full service recognized for all purposes, including pension and benefits. The list included as appendix A identifies the names of the employees.**

- 2) **All craft and services employees that transfer into Bell Aliant under an approved reciprocal agreement after December 31, 2010 will only have their service recognized for pension, benefits and vacation entitlement, unless an agreement on full service recognition is agreed to during the next round of collective bargaining.**

Signed at Toronto this 20th day of July 2012

For the Company

For the Union

Patrick J. O'Brien

Maureen Dawson

TELEWORKING AGREEMENT

MEMORANDUM OF AGREEMENT

between

BELL ALIANT REGIONAL COMMUNICATIONS LP

and

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA
REPRESENTING CRAFT AND SERVICES EMPLOYEES**

This agreement applies to teleworking within the Craft and Service Employees' bargaining unit. The parties understand that Teleworking, in light of the implementation costs, must result in productivity gains for the Business units involved.

GENERAL

Teleworking refers to a work arrangement under which employees work from home. Said employees shall communicate with their usual place of work and perform their work by electronic or other means, from their residence.

The participation in this alternative work arrangement shall be limited to functions which, according to the Company, can be carried out from home.

A list with the last and first names of participants, their employment status, report centre, home address and home telephone number will be transmitted to the appropriate Local Representative.

The Company agrees to assume all costs which it has approved and which are directly related to the equipment, terminals, furniture, and required telephone links, as well as to the installation and moving of the equipment, terminals, and furniture from or to Company premises.

The Company agrees to continue reimbursing employees for all work-related expenses, in accordance with its practices and the Collective Agreement, except expenses incurred by employees in travelling to and from their reporting center during the Teleworking period.

SELECTION AND PARTICIPATION IN THE TELEWORKING

Participation shall be strictly voluntary, limited to regular employees and require the mutual consent of the volunteers and their managers.

It is agreed that no change may be made to the job titles of employees because of their participation in teleworking.

Participants shall be chosen by the Company on the basis of their seniority from the qualified volunteers who satisfy the selection criteria in Appendix 1 of this document and belong to the job categories selected by the Company.

Employees shall participate for a minimum period of six (6) months, unless there are exceptional circumstances. In such circumstances, and after discussions between the Company and the Union, either party may end the participation of an employee by providing the other party with 14 days' notice.

Participant employees involved in Teleworking shall meet the performance criteria and quality standards established by the Company. These criteria and standards shall be at least those they were achieving before participating in Teleworking.

When an employee's participation in Teleworking ends, the employee shall return to his regular job at his usual reporting center or, if his usual reporting center no longer exists, to the work center where his group has been relocated.

CONDITIONS SPECIFIC TO TELEWORKING

- The Company's confidential documents and exclusive information shall be kept under lock and key outside work hours (e.g., all procedures concerning access to and use of the different computer systems).
- The Company's confidential documents and exclusive information which become outdated shall be returned to Bell and destroyed on Bell premises (e.g., all procedures concerning access to and use of the different computer systems).
- The telephone and computer systems may be used only by Teleworkers and strictly for their work for the Company.
- Long distance calls shall be kept to a strict minimum and may be made only for Company purposes.
- If major problems arise which prevent Teleworkers from operating normally (network access is impossible, communication system deficient, etc.), the Company reserves the right to interrupt the employees' participation in Teleworking temporarily and to call them back to their usual place of work until everything is completely restored.
- Should a failure occur at a participant's home, the participant shall be responsible for contacting his manager as quickly as possible. The participant shall not incur loss of wages due to circumstances beyond his control.
- Employees shall allow the support manager and project coordinator to visit their place of work so they can analyze the technical performance of

systems and take any necessary corrective measures. Such visits shall be planned with employees.

- The manager responsible may meet employees at their home any time during their tour of duty. Employees shall be given reasonable prior notice (15 minutes).

TERMS OF APPLICATION OF THE COLLECTIVE AGREEMENT

- During the employees' participation in Teleworking, all provisions of the Collective Agreement shall continue to apply, except the following:
 - The assignment shall be considered a temporary special assignment for the purposes of article 22.
 - During their participation in Teleworking, employees shall not be entitled to the travel allowance provided for in article 23 when they travel to and from their usual work center;
 - When, at the Company's request, participants perform work which does not immediately precede or follow their scheduled tour of duty, they shall be remunerated for the overtime hours. If a participant who must work overtime does not receive prior notice as per article 19.09 (a), he shall be paid an additional hour of wages, unless the provisions of section 18.09 apply.
 - The terms of article 19.08 of the collective agreement do not apply for Teleworkers.

WORK SCHEDULES

- Work hours shall be established in accordance with the Collective Agreement.
- To meet service requirements, split shift schedules could be established and offered to Teleworkers who volunteer. Split shift tour will be of two (2) equal half tours during the period from 06 h00 to 21 h 00 with an interval between the tours not to exceed 5 hours.
- The terms of article 18.20 of the collective agreement do not apply for Teleworkers on split shift schedules.
- Participants shall attend meetings, training sessions and other scheduled activities. They shall be advised insofar as possible at least two (2) days in advance. If applicable, the premium pay for change in tour of duty shall apply.

- During the teleworking period, employees shall work at their usual work center one (1) day every two (2) weeks or according to a different frequency when specific needs so warrant.
- If employees must return to their work center during their tour of duty for reasons beyond their control (e.g., equipment failure), the Company shall pay for their return trip by public transportation or the equivalent.

WORK-RELATED ACCIDENTS

- Participants shall be considered to be at work in the same way as if they were at their normal place of work. They shall therefore take all reasonable measures to ensure their safety, in accordance with Company practices.

INSURANCE

- All Teleworking participants shall inform their personal insurer that they have Company equipment and other property at their home.
- In case of damage caused by or to equipment, terminals or other property, the Company shall assume responsibility, unless the damage results from unauthorized use or is caused deliberately.

APPENDIX 1

SELECTION CRITERIA

The Company shall select participants on the basis of their seniority from qualified volunteers who meet the following selection criteria:

- Participants shall have a safe, closed room in their principal residence for their work, which meets the standards established by the Company for Teleworking.
- In order to limit operating costs, participants must have their principal residence in the same headquarters, in an adjacent headquarter or within 72 air mile km of their formal reporting center. Certain specific situations may be reviewed by the Associate Director – Industrial Relations and the National Representative of CEP.
- Participants shall ensure that no background noise (e.g., animals, music, etc.) is heard by customers.

- Participants may not have one (1) or more dependents under their supervision during their tour of duty.
- Participants shall have the required experience to work totally independently from their residence.

Signed at Toronto this 20th day of July 2012

For the Company

For the Union

Patrick J. O'Brien

Maureen Dawson

VACATION SCHEDULING

MEMORANDUM OF AGREEMENT

between

BELL ALIANT REGIONAL COMMUNICATIONS LP

and

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA
REPRESENTING CRAFT AND SERVICES EMPLOYEES**

In an effort to allow for better vacation selection for employees, the parties agree to implement on a trial basis, the following vacation scheduling agreement for Year 2 and Year 3 of the Collective Agreement:

1. All time lines that are in the Collective Agreement must be adhered to.
2. Each Tier D shall identify to the Local Union President(s) or his delegate, one of the following methods for scheduling annual vacations:
 - a) Tier D Manager by Function
 - b) Tier D Manager by Headquarters
 - c) Tier D Manager by Geography
 - d) A combination of any of the above

The selected method must be mutually agreed upon by the Tier D Manager and the Local Union President(s) or his delegate, and would then be subject to ratification by the affected members of the local. If the method selected is not successfully ratified by the membership, then the method for vacation scheduling defaults to the current language in the Collective Agreement.

In both years of this agreement, the Company and the Union Bargaining Committee will meet within 120 days prior to vacation selection process to assess the previous year's results. On an annual basis, at this meeting, either party can decide to terminate this MOA. The parties may extend the expiry date of this MOA upon mutual agreement.

By October 15th of each year, the Tier D Manager will inform the Local Union President or his delegate, of the preferred method for scheduling vacation.

The Local Union President or his delegate will inform the Tier D Manager of the results of the vacation scheduling ratification process by November 30th of each year.

Signed at Toronto this 20th day of July 2012

For the Company

For the Union

Patrick J. O'Brien

Maureen Dawson

The following Letters of Intent are included in this agreement solely for the sake of convenience and shall not be construed as forming part of this Collective Agreement.

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Maureen Dawson
National Representative
CEP

Subject: Class II Employees

Dear Mrs. Dawson,

This is to confirm our understanding reached during bargaining of the Craft and Services Employees Collective Agreement concerning Class II employees.

This understanding is as follows:

- the Company will provide training opportunities for Class II employees to become qualified for future Class I job openings. This program will be reviewed with the joint Labour Relations Committee (Career Planning and Development).
- remaining Class II employees may remain on the job, subject to the normal provisions of the Collective Agreement.

Yours truly,

Patrick J. O'Brien
Director Labour Relations



Maureen Dawson
National Representative
CEP

Subject: Flow-Through Training Locations

Dear Mrs. Dawson,

This is to record the understanding reached during bargaining for the renewal of the Craft and Services employees Collective Agreement regarding flow-through training locations.

The parties recognize that it is desirable to staff certain positions within specified analysis, surveillance, and control centre operations on a flow-through basis for the purpose of enhancing the training and development of employees.

It was agreed that the Company may staff up to 25% of the positions within these centers on a flow-through basis as provided under section 22.03 and subsection 22.13 (b). It was further agreed that an employee will not be assigned under section 22.03 or subsection 22.13 (b) to one (1) of these centers for a period longer than 24 continuous months.

Changes to the existing list of locations will be reviewed with the Joint Review Committee.

Yours truly,

Patrick J. O'Brien
Director Labour Relations



Maureen Dawson
National Representative
CEP

Subject: Home Dispatch

Dear Mrs. Dawson,

This is to outline our understanding reached during bargaining applicable to the Craft and Services bargaining unit regarding Home Dispatch.

GENERAL

- Local management and local Union representatives will, by consensus, select the occupations to which Home Dispatch may apply as well as the localities and districts where they may be implemented. Implementation of Home Dispatch shall not proceed in a location without the approval of a National Representative of the Union.
- The Company agrees that any costs directly associated with the Home Dispatch (e.g., provisioning of facsimile service, the incremental cost of insurance coverage which may be required, etc.), which are approved by the employee's manager, will be paid for by the Company. Where these costs are not approved by the Company, the employee will not be considered as a volunteer for the Home Dispatch. It is further agreed that this approval will not be unreasonably withheld.
- Materiel will be stored and handled in the usual manner.
- The vehicle, its contents, and all such other equipment or services provided by the Company are to be used for Bell Aliant Regional Communications business-related purposes only.

SELECTION OF EMPLOYEES FOR THE HOME DISPATCH

- Participation is strictly voluntary, limited to Regular employees, and based upon the mutual consent of the employee and his manager.

- It is agreed that there will be no changes made to the occupational titles of the participants, due to their participation in Home Dispatch.
- Volunteers will be chosen by the Company in order of seniority from among volunteers residing in the locations, within the occupational groups, districts, and localities selected by the Company.
- Participation may be terminated by either the Company or by the employee upon 14 days' notice.
- When an individual's participation is ended, the employee shall be reintegrated in his permanent occupation at his normal report centre.

APPLICABILITY OF COLLECTIVE AGREEMENT PROVISIONS

- An employee, during the period of his participation in Home Dispatch, will be entitled to all the provisions of the Collective Agreement with the exception of the following:
 - Home Dispatch will be considered a temporary "special project" with regard to Article 22.
 - During the period of the employee's participation, he shall not be entitled to travel allowance as provided under Article 23.
 - Sections **18.27** and **18.28** shall not apply to the time spent travelling in the Company vehicle from the employee's home to his first job and from the last job to his home (this time shall be unpaid).

INSURANCE

- The employee will be reminded that it may be advisable to inform his insurers of the fact that Company vehicle and equipment will be located on his premises and under his care.
- With respect to damages either caused by or to the vehicle or equipment, except where the vehicle or equipment is used without authorization or in cases of willful damages, the liability will be assumed by the Company except as otherwise covered by the Société de l'Assurance Automobile du Québec or the Ontario Insurance Commission.

NOTIFICATION

- The Company agrees to supply to the appropriate Local and National offices of the Union, the
 - name
 - report centre
 - organization code
 - home address
 - home phone number
 - Company provided facsimile number (if any)
- of each employee involved.

Yours truly,

Patrick J. O'Brien
Director Labour Relations



Maureen Dawson
National Representative
CEP

Subject: Job Swaps

Dear Mrs. Dawson,

This is to record the understanding reached during bargaining for the renewal of the Craft and Services employees Collective Agreement regarding "job swaps".

The parties have agreed to continue with the trial implementation of a program of job swaps which will permit two (2) employees in the same occupation to apply to exchange locations provided each is fully qualified to perform the duties of the other's position. The job swap must result in the transfer (i.e., not reassignment) of the employees. When a relocation is arranged as a result of a job swap, the cost of the relocation will be borne entirely by the employee and that location becomes his reporting centre on the first day he reports.

A potential job swap must be initiated by the employees, requested by the Union and authorized by the Company. The Company's approval of a job swap will be subject to service requirements and its assessment of each employee's qualifications to perform the required work. Only employees whose performance on their existing job meets job requirements may be considered for a job swap.

Details regarding the job swap trial will be communicated to employees by the Union following consultation with the Company at the Joint Review Committee.

A job swap will be considered as an exception falling under the provisions of section 22.14 and will not be subject to the normal job filling procedures contained in the collective agreement. The Union agrees that no aspect of the job swap trial may be the subject of a grievance under Article 14. It is understood and agreed that the Union will save the Company harmless from any and all claims which may be made against it by any employee as a result of the job swap trial.

Yours truly,

Patrick J. O'Brien
Director Labour Relations



Maureen Dawson
National Representative
CEP

Subject: Policy Health and Safety Committees

Dear Mrs. Dawson,

This is to confirm our understanding reached during bargaining for the renewal of the Craft and Services Employees Collective Agreements.

In accordance with this understanding, the Bargaining Committee mandates the Policy Health and Safety Committee in the following areas:

1) Local Health and Safety Committees:

- to establish, in consultation with the local Health and Safety Committees, the composition and structure of the Local Health and Safety Committees, taking into account the Union Locals, organizational changes and functional diversity in the Craft and Services bargaining unit in order to increase their effectiveness. The number of Local Health and Safety Committees (Craft and Services) shall not exceed eight (8) as provided in section 12.07 of the Collective Agreement.
- the Committee will also encourage the appropriate use of video/teleconferencing facilities by the Local Health and Safety Committees with a view to decreasing the cost and improving the efficiency of these meetings.

2) Policy Health and Safety Representatives:

- **The Company agrees to pay the costs associated with the equivalent of two (2) full-time employee representatives in the Craft and Services bargaining unit for the purposes of completing duties as assigned by the Policy Committee.**

- **The equivalent of one (1) FTE will be based in each province.**
- **Each FTE will report to the company's Provincial Health and Safety Manager for all PHSC work.**
- **Each equivalent of a FTE will be dedicated to H&S duties for a maximum of 37.5 hours per week or 40 hours per week (as per article 18.05 (b), including travel. All overtime will have to be pre-approved by the Health and Safety Manager.**
- **The union will determine the composition of the FTE (one (1) full-time or two (2) or more part-time) for each province.**
- **The union will also determine who will be assigned to these positions for each province.**

Yours truly,

Patrick J. O'Brien
Director Labour Relations



Maureen Dawson
National Representative
CEP

Subject: Time off for Union Business (Article 5)

Dear Mrs. Dawson,

This is to confirm our understanding reached during bargaining regarding the above-mentioned subject and applicable to the Craft and Services Employees Bargaining Unit.

Article 5

The Union and the Company underline the common understanding that paid time off for grievance handling includes:

- time for the Steward to meet the grievor,
- passing the grievance from one step to another which could involve a change of representative,
- some necessary discussions with the National Union office i.e. reasonable "handling" of a grievance,

but does not include:

- time for Union grievance committee meetings,
- time for on-site investigations by Union Stewards.

In summary, paid time is granted for a grievor and his Steward to consult, reasonable handling of the grievance and face-to-face meetings with management. All other time is unpaid (OXP).

Section 5.01 (Paid time to handle grievances)

The company will encourage field managers to discuss required time off for grievance handling with the employee requesting such time to ensure that the necessary, reasonable amount of time is given, subject to service requirements.

If the manager decides the time is not reasonable, the employee may have only the authorized time and may exercise his right to grieve accordingly if not satisfied.

Once time has been approved by a manager, the code will not be changed at a later date.

Yours truly,

Patrick J. O'Brien
Director Labour Relations