

# AGREEMENT

BETWEEN

MARITIME TELEGRAPH AND  
TELEPHONE COMPANY LIMITED

and

ATLANTIC COMMUNICATION &  
TECHNICAL WORKERS' UNION

Plant Workers	Operator Services	Clerical Workers
Effective October 29, 1995 to October 31, 1998	Effective October 29, 1995 to October 31, 1998	Effective October 29, 1995 to October 31, 1998

DEC 23 1996

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COMMON

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The following twenty-one (21) articles and six (6) appendices of this document are common to and apply to each of the three bargaining units: Plant Workers, Clerical, and Operator Services.

#### **GENERAL - 1**

1.1 The plural and feminine herein in all sections includes the singular and masculine throughout, and vice versa.

#### **1.2 Publication and Distribution**

Sufficient copies of this Agreement shall be printed to provide a copy for every member and such additional copies as the Company and the Union require. The cost of publication to be divided equally between the Company and the Union. The Union shall be responsible for distribution of the Agreement to its members.

#### **1.3 Posting on Bulletin Boards**

The Union is entitled to post on Company notice boards any notices pertaining to Union business.

1.4 (a) In January of every year the Union shall send to the Company a list of all Union Officers including "Unit Chairperson" and "Union Stewards". This list shall show the jurisdiction for which the Unit Chairman and Stewards are appointed. Not later than ten (10) days following the appointment of a replacement for any of these positions or the creation of a new position, the Union shall send a written notice to the Director of Human Resources of the Company providing the name of the appointee and the position to which he was appointed and in the case of the appointment of a replacement the name of the person replaced. Upon receipt of such notices the Director of Human Resources shall notify the management of the departments concerned.

(b) The Company agrees to provide the Union with changes to management where members of the bargaining unit are affected.

1.5 The Union shall upon request receive copies of General Circulars which affect those employees in the Union.

#### **MANAGEMENT RIGHTS - 2**

2.1 The Union recognizes and agrees that the Company has the right and authority to operate and manage its assets and business, and direct the working forces of the Company, and to hire, suspend, demote, transfer, lay-off or discharge employees for proper and sufficient cause, and these rights and authority are abridged or limited only by the express provisions of this Agreement.

### **BENEFITS - 3**

3.1 The Company agrees not to diminish the general levels of benefits being provided under the Employees' Benefit Plan as it is in effect at the signing of this Collective Agreement. Should legislation, regulation or any similar circumstances beyond the Company's control, affect any of these plans, the Company shall retain its right to modify them accordingly.

### **DISCRIMINATION - 4**

4.1 The Company shall not dominate or interfere with the administration of the Union. It shall not contribute financial or other support to it.

4.2 (a) The Company will not discriminate against an employee because of membership in the Union or activity authorized herein on behalf of the Union.

(b) The Union shall not intimidate or coerce employees into membership and shall not on Company premises, conduct regular Union meetings unless by mutual agreement.

4.3 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. The parties also agree that no employee shall be subjected to harassment.

### **SAFETY - 5**

5.1 The Company and Union agree to promote occupational health and safety through OH&S committees, made up of representation from management and labour in accordance with Canada Labour Code, Part II. All wages and associated expenses for employees assigned to OH&S committees will be paid by the Company. Employees shall strictly observe all safety rules and regulations.

The Company further agrees with the following:

- A) To integrate safety with procedure and operation.
- B) To provide safe working conditions, proper and adequate tools, equipment and protective devices.
- C) To keep employees at all times familiar with safe working practices.

- D) To maintain safe, clean, adequately heated, ventilated and lighted places of work in all Company buildings.
- E) The Company's safety manual as amended will be used as a general safety guide.
- F) No employee shall do or be required to do any work that is considered unsafe.

The Company and Union agree to discuss jointly any matter with respect to safety when requested by either party. Matters which cannot be resolved jointly will be referred to the Corporate Occupational Health and Safety Committee.

#### V.D.T.'S

- 5.2 (A) The Company agrees to test video display terminals in accordance with accepted standards and to make reasonable efforts to provide adequate environmental standards in regards to the provision of lighting, seating and work station design, subject to the operational and financial requirements of the Company.
- (B) The Company Medical Director may recommend devices to alleviate work environment related symptoms. Such devices will be provided by the Company.
- (C)** Employees who are required to work on a video display terminal for fifty percent (50%) or more of the normal work week shall be entitled to have their eyes examined by the Medical Director or any physician at the Medical Director's direction and, if deemed necessary, may be referred at the Company's expense to an ophthalmologist.
- (D) An employee who is pregnant and is required to work a video display terminal will, upon request be removed from work on the video display terminal. The employee shall be permitted to perform other available work within the respective bargaining unit until the commencement of the maternity leave. If no such work is available and subject to any contracts binding upon the Company the employee may be permitted to perform other available work within the area. The employee shall have the option of taking a leave of absence without pay or benefits until she is eligible for maternity leave. The Company agrees that every effort will be made to expedite the granting of the leave of absence and in any case, the implementation of such a leave of absence will not be delayed for more than five (5) days following the date of application for the leave of absence, unless a longer period is agreed to by the employee.

## UNION DUES - 6

6.1 Whenever a new employee is hired (excluding students and temporary employees) the Company as part of the induction training of that new employee, shall introduce such employee to a Union representative who shall be permitted to briefly discuss with such new employee the provisions of the Collective Agreement and the details of membership in the Atlantic Communications & Technical Workers' Union.

On each and every pay period the Company agrees to deduct from the wages of each employee in the bargaining unit, union dues for that period or an amount equivalent to the regular dues duly authorized by the Union for Union dues, and forward the amounts so deducted together with a statement of any changes in the list of such employees to the Financial Secretary of the Union by the 15th day following the pay period.

This check-off of dues shall continue during the life time of this Agreement or any renewal thereof and shall be continued throughout any period during which the parties are engaged in negotiations with a view to making a new agreement and it shall apply to all employees in the bargaining unit.

The Company agrees to deduct from the wages of an employee, on their written and duly signed authority, the Union initiation fee and to remit the monies so deducted to the Financial Secretary of the Union.

The Union agrees to indemnify and save the Company harmless against any claim or liability arising out of, or resulting from, the operation of this section.

The amount of Union dues deducted from wages or the amount equivalent to the Union dues deducted in the taxation year will be shown on the employee's T4A slip.

## PAY PERIODS - 7

7.1 Pay periods shall be 26 per year, the pay period to close at 2400 hrs. every second Saturday. Pay cheques or notifications of deposit, at the employee's option, will be distributed as soon after the closing dates as payrolls can be computed and pay cheques or notifications of deposit issued, normally no later than the Thursday following the close of the pay period. When a pay day falls on a paid holiday, the employees will be paid on the last regular work day before the holiday.

8.1 "SERVICE"- includes all periods of time, whether bridged or not, spent in the employ of and recorded on the payroll of one or more of the following companies: Maritime Telegraph and Telephone Company, Limited; Eastern Electric and Supply Company, Limited; Atlantic Utilities Limited, Eastern Tel. & Tel. Co., and The **Island** Telephone Company Limited. It also includes any periods of time a regular employee is on an approved leave of absence which specifies that the leave of absence is to be credited as **service**.

"NET CREDITED SERVICE" - refers to that period of continuous service since the regular employee was last placed on the Company payroll, plus any credit for other service as referred to above which has become eligible for bridging in accordance with the Company procedure for service bridging. When a regular employee is re-engaged following a break in service, the employee's service is bridged after he/she has been on the Company payroll continuously for a minimum period of one year and the combined total of all services equates to eleven (11) years or more. At that time that employee's net credited service is recalculated and a revised service entry date is established.

"SENIORITY" for a regular employee is determined in accordance with and is the same as that employee's net credited service as shown on Company records except for those employees who transfer from The **Island** Telephone Co. Ltd. Operator Services or Craft bargaining units after Oct. 18, 1984 and after January 22, 1991 for Clerical; Eastern Telephone & Telegraph Company bargaining units after October 4, 1978, whose seniority will only be counted as of their employment date with MT&T. Seniority as so determined is transferable in whole from one bargaining unit to another.

#### **PART TIME EMPLOYEES**

##### **CRAFT**

Part time employees will have service and seniority computed by dividing regular hours worked, by 1976 hours.

##### **OPERATOR SERVICES**

Temporary and part time employees will have service and seniority computed by dividing hours worked, by hours available, calculated on a monthly basis.

##### **CLERICAL**

Part time employees will have seniority computed by dividing regular hours worked, by 1950 hours.

## LEAVE OF ABSENCE FOR UNION BUSINESS - 9

9.1 When requested by the Union, the Company will grant a leave of absence under the following conditions:

- (A) The leave-of-absence shall be granted to a maximum of two (2) members of the bargaining unit represented by the Union for the purpose of conducting business as representatives of the Union.
- (B) The leave-of-absence will be without pay and for a period not exceeding three (3) years with the option of extending it for a further period. The total period of leave-of-absence shall not exceed six (6) years except where one (1) partial term is served by appointment. Extensions beyond this maximum period will be at the sole discretion of the Company.
- (C) The period of absence shall not be deducted from the employee's service for all purposes.
- (D) The employee has the option of retaining any of the following benefits - voluntary accident insurance, extended health care, group life insurance, by paying the full cost of all premiums necessary to provide any benefits. The Union will provide the necessary pension contribution to the Company.
- (E) When the employee returns to work, the Company will endeavour to place him in the same area of the Company and provide him comparable employment to that which he had at the time he left. There is, however, no guarantee that he will receive his former job.

## MATERNITY & CHILD CARE LEAVE - 10

10.1 An employee who has completed six (6) months of net credited service with the Company shall be granted a leave of absence without pay during a period of pregnancy and for a reasonable period after childbirth.

10.2 The employee shall submit to the Company an application for maternity leave of absence at least four (4) weeks, or six (6) weeks where possible, before the date specified by her in the application as the day on which she intends to commence such leave.

10.3 Maternity leave may be granted to commence not earlier than eleven (11) weeks prior to the expected birth, and shall terminate not later than seventeen (17) weeks from the date of commencement of the leave of absence.

10.4 An employee may upon written authorization of a legally qualified medical practitioner resume her normal duties before the expiration of the six (6) week period following delivery.

10.5 If a pregnant employee is unable to perform an essential function of her job, and no appropriate alternate employment is available, she shall be placed on leave of absence for such time as she is unable to perform that essential function.

10.6 An employee who has completed six (6) months of net credited service with the Company shall, upon written request, be granted a leave of absence for child care responsibilities or for adoption purposes. The leave of absence shall be for a maximum period of twenty four (24) weeks and shall commence:

- (a) on the expiration of maternity leave of absence, 24  
or
- (b) on the date the child is born, or
- (c) on the date the child comes into the actual care and custody of the employee.

This leave may be shared by the other parent who is also an employee of the Company.

10.7 When an employee returns from a maternity or child care leave of absence they will be reinstated in their former job provided their former job exists. If the former job is no longer in existence when the employee returns, they will be offered another job in their respective bargaining unit, (where possible in the same location) and paid at the same interval they were in when they left.

10.8 An employee granted a leave of absence under 10.3 and/or 10.6 will be credited for that time. An employee who wishes a longer leave (up to a total of one (1) year) will not be credited for the additional time but when they return they will be offered any suitable available job in their respective bargaining unit and paid the rate for the interval they were in when they left. If there is no suitable job available, they will be offered the most suitable job available in their bargaining unit and paid the rate for their interval in that job. They shall have priority for reassignment in their bargaining unit at their old interval whenever a suitable job becomes available.

#### 10.9 Operator Services

Temporary and Part Time Operators who have accumulated six (6) months of service since last recall date, or who have worked on an ongoing basis and accumulated six (6) months of service, will also be entitled to the provision of this section.

## BEREAVEMENT LEAVE - 11

- 11.J (A) Employees shall suffer no loss of basic pay for absence from work during the:
- (1) four (4) working days immediately following the death of their mother, father, husband, wife, common-law spouse, common-law children, stepchildren, son or daughter;
  - (2) three (3) working days immediately following the death of their stepfather, stepmother, guardian, brother or sister.
  - (3) Three (3) days immediately following the death of their mother-in-law, father-in-law, brother-in-law, sister-in-law, grandfather, grandmother, grandchild, or any other member of their family regularly living with or being provided for by the employee.
- (B) For purposes of subparagraph (a) above, where the employee is notified of the death prior to commencement of work, such day shall be counted as the first day of bereavement leave. Where, however, the employee receives notice of the death after starting work, the following day shall be counted as the first day of such bereavement leave, although the employee will be able to leave work without loss of basic pay should notice be received before the work day is concluded.
- (C) Under special circumstances or when extensive travel is involved, the Company may, upon request, grant an employee an extension of paid bereavement leave beyond the days provided in (a) above and such request will not be unreasonably made or denied. In no case, however, shall the paid bereavement leave exceed five (5) working days or seven (7) calendar days immediately following the death, whichever is greater in paid time.
- (D) An employee's manager may, upon request, grant any employee time off without loss of basic pay to attend a funeral of a person not specifically listed above; the maximum time allowed for this purpose shall be one (1) day. Such request shall not be unreasonably made or withheld.
- (E) Days on which a bereaved employee is on vacation shall be counted as working days for purposes of this article and no offsetting time will be allowed.

## TIME ALLOWANCE - 12

12.1 Employees will be excused from work without loss of basic pay while serving jury duty, or as a subpoenaed witness. Employees will be excused from work without loss of basic pay as a voluntary fireperson in the actual fighting of a fire when it does not interfere with the emergency service requirements of the Company. No extra time, differentials and/or premiums will be allowed for time spent in these duties.

An employee shall be provided time off without pay as a subpoenaed witness in a conflict between competing unions for bargaining rights with the employer.

An employee having the right to vote during federal, provincial or civic elections will be granted time off with pay in accordance to Federal, Provincial or Civic Law.

## WORKERS' COMPENSATION - 13

Employees injured at work shall be eligible for compensation as follows:

13.1 For absence of one week duration or less regular craft and clerical employees and full time operators will be paid at basic wage rates. In cases of absence beyond one week duration the above employees who will be in receipt of Workers' Compensation will have the equivalent of 2/5ths of their net weekly wages deducted to meet the waiting period requirement in the Workers' Compensation Act. This amount will be reimbursed to the employee if the period on WCB exceeds five (5) weeks. Probationary employees with less than three months of service, temporary craft and clerical employees, part time operators and students, will have the equivalent of 2/5ths of their net weekly wages deducted beginning with the first day of absence.

With the exception of temporary craft and clerical employees, and students, employees who are reported on Workers' Compensation for a period of twenty-six (26) weeks shall be paid the difference between the employees' income from WCB and their net pre-accident earnings up to the maximum allowable under the Workers' Compensation Act.

13.2 Should the legislation change in a way that alters the level of benefits to the employee, the Company and the Union agree to meet to negotiate changes to this section.

## PAID HOLIDAYS - 14

14.1 Employees shall not be required to work on paid holidays unless requirements of maintaining service or other special conditions necessitate such work. Paid holidays shall be defined as follows:

New Year's Day  
Good Friday  
Victoria Day  
Canada Day  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day  
Floating Holiday

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

(See sections pertaining to each local for conditions on paid holidays.)

## ANNUAL VACATION - 15

15.1 All regular employees shall be entitled to an annual vacation with pay subject to the following.

15.2 The vacation year shall be the twelve (12) months between January 1st and December 31st of the same year.

However, in special cases employees may receive vacation in advance of the vacation year when approved by the Senior Manager in the department.

15.3 All regular employees engaged after January 1st of any year shall be granted one (1) days vacation with pay for each full month worked up to December 31st of the same year to a maximum of ten (10) working days.

15.4 Vacations will be granted employees in accordance with their net credited service as of December 31st of the vacation year, as shown below:

Years of Net Credited Service	Working Days of Vacation	Winter Bonus
1 but less than 3	10	applies
3 but less than 9	15	applies
9 but less than 20	20	applies
20 but less than 25	25	applies
25 and over	30	does not apply

15.5 A winter bonus shall be added to qualifying vacations as shown in clause 15.4 when all or part of these vacations are taken between January 1st to April 30th and November 1st to December 31st. The six (6) month period shall be known as the "Winter Period".

15.6 For every two (2) complete working days of a qualifying vacation taken during the winter period, the employee shall receive a bonus of one (1) working day to be taken during the winter period. In no case, however, shall the winter vacation bonus exceed five (5) extra working days.

15.7 (A) Employees who resign, are pensioned or die shall receive a vacation allowance for the time they work in the current vacation year, that is, the time from January 1st, to and including the last day worked. Employees who resign shall receive the allowance to which they are entitled. Employees who are pensioned or die shall receive a proration of the vacation they would otherwise receive at the end of the vacation year.

(B) Regular employees of record on May 1, 1996 who terminate their employment for reasons other than for dismissal will also be entitled to receive monies equivalent to five (5) working days payable at the time of the cessation of employment.

15.6 When a paid or civic holiday falls during a vacation, a vacation day will be scheduled by:

(a) scheduling the day at the same time vacation is scheduled

(b) the vacation day may be scheduled later to a mutual agreeable date within the vacation year.

15.9 The vacation may be subdivided on request but must all be taken within the vacation year unless postponement is approved by the senior manager of the department.

An employee may not subdivide any vacation under four (4) days in a week on an ongoing basis unless under special circumstances.

15.10 Any employees going on vacation shall on request, receive an advance pay up to the amount they would normally receive on any pay days which fall within their vacation period.

15.11 (A) Requests for vacation selection will start October 1st, close by November 15th and the approved schedule posted by December 1st. Vacations shall be scheduled by work groups in the bargaining unit:

- Craft - Level I work group
- Operator - by location
- Services
  - operators
  - clerks
  - service assistants
- Clerical -work group by location

giving preference of choice of dates to employees on the basis of their net credited service in Craft and Operator Services and on the basis of seniority in Clerical, with the stipulation, however, that employees must be transferred into the group by the October 1st scheduling time before they can use their length of service to provide priority for selection of their vacation.

Vacation in a work group will not be altered or rescheduled by reason of a new employee entering the group during that vacation year as per scheduling above (15.11A). If for any substantial reason a vacation has to be rescheduled, the new employee to the work group would have their vacation rescheduled to a mutually agreeable time.

More than one employee in a work group may be permitted vacation at the same time, providing workload and customer service demands permit.

**(B) Operator Services/Vacation Scheduling**

When vacancies exist in the approved vacation schedule employees shall be permitted to reschedule their vacation to such a vacancy by providing the Company with at least thirty (30) days notice before the vacancy in the vacation schedule referred to in 15.11 (A) is to begin. In cases where thirty (30) days notice has not been provided, rescheduling may be granted through mutual agreement.

**(C) Clerical/Part Time**

Regular part-time employees shall have their seniority dates adjusted as at the end of the last pay period prior to the October 1st scheduling time. (For pay treatment reference 20.6 Clerical Collective Agreement).

**(D) Craft/Part Time**

Vacations of part time employees shall not interfere with the vacation of any other employee (refer to 3.5 Craft Collective Agreement).

15.12 Owing to the nature of the Company's business, there are times when it is impossible to grant the vacation dates selected by an employee. It follows, therefore, that in the scheduling referred to in clause 15.11(A) above, the Company may, for reasonable cause, deny on one (1) occasion during a vacation year, any dates requested by the employee. When an employee's vacation has been rescheduled at the request of the Company, it cannot be rescheduled again unless the change is made with the mutual consent of the employee and the Company.

The employee will be granted upon request a rescheduling of their vacation to a time mutually agreeable to the Company and the employee.

When a scheduled winter vacation is rescheduled at the Company's request to a summer period (May 1st to October 31st) the employee shall still receive the winter bonus that originally applied.

**15.13** Employees recalled during vacation shall not be deprived of any vacation days due to such recall and the unexpired portion of any vacation shall be rescheduled to the satisfaction of the employee.

15.14 When part or all of the vacation is rescheduled under the terms of clause 15.13, it shall be increased by one-half (1/2) day for each working day of vacation rescheduled to be taken in the winter period, provided, however, that in no case shall this exceed five (5) bonus days.

15.15 Employees who have completed a period on Sickness Benefits or Worker's Compensation may be granted their vacation as an extension to their absence.

15.16 Employees who become sick for a period of one week or more while on vacation shall be granted a rescheduling of the vacation days lost due to such illness together with the unexpired portion of the vacation, if any, remaining after such illness has been established. A doctor's certificate verifying the illness may be required.

15.17 Employees who are granted a leave-of-absence without pay may be granted their vacations directly prior to or following the leave-of-absence.

15.18 An employee who is requested to serve jury duty while on vacation shall be able to reschedule vacations at a time mutually agreeable to the Company and the employee.

15.19 Members of the negotiating team having scheduled vacation days which fall on days in which the employee is engaged in negotiations will be granted their vacation immediately following negotiations if they so desire.

#### **AUTOMATION & TECHNOLOGICAL CHANGE - 16**

16.1 The Union recognizes that the Company may introduce automation and technological changes into the work place affecting the work force. The Company and the Union agree that they have jointly and severally, a real and direct responsibility at all levels to reduce to a minimum the adverse effects that may result from the changes that are involved.

Technological change in this clause means:

- (a) The introduction by an employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by the employer in the operation of the work, undertaking or business, and;
- (b) A change in the manner in which the employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

Whenever the Company proposes to effect a technological change that is likely to result in the transfer or termination of: two (2) or more employees in the Clerical and Operator Services bargaining unit; three (3) or more employees in the Plant Workers bargaining unit, it shall give notice in writing to the Union at least 120 days prior to the effective date of the change. The notice shall state:

- (1) The nature of the technological change.
- (2) The date upon which the Company proposes to effect the technological change.
- (3) The location and approximate number of employees likely to be affected.

It is agreed that displacement of employees due to technological changes in the Company will be dealt with according to the principles as outlined in the Automation and Worker Displacement Guide adopted by the Nova Scotia Joint Labour-Management Conference.

It is agreed such action to be taken will include:

- (1) Senior employees from the affected group in which the change occurs, with the ability to learn and willing to take the necessary training will be trained to maintain the new equipment.
- (2) Redundant employees having the minimum job qualifications and the ability to learn will be given a training period up to 40 working days to fill any available non-management job within the Company subject to any contract binding upon the Company.
- (3) Transfer expenses not less than covered by the General Circular Chapter J, Topic 11, dated 1995 06 will be paid to redundant employees so transferred.

An employee with twenty-five (25) or more years of net credited service, working in a group where the number of employees has to be reduced because of technological change and who is not entitled to pension benefits may request early termination of service. The Company may accept the request providing, in its view, the number of employees remaining is sufficient to do the work. Where the request for early termination of employment is accepted, the employee shall receive a termination allowance calculated in accordance with Company practices.

Where an employee is permanently transferred from a higher paid position to a lower paid position due to technological change, the wage rate for the higher paid position shall for a period of twelve (12) months be maintained. Where the affected employee has ten (10) or more years of net credited service, the higher wage rate (at time of transfer) shall be maintained until the rate for the new position equals or exceeds the former wage rate. The requirement for continuous experience in the present position to be eligible to apply for job postings shall be waived.

Termination allowance will be paid to regular employees on termination of employment due to technological change provided there is no prospect for re-engagement of the employee on a regular, temporary or part-time basis. To be eligible, an employee must have at least two (2) years net credited service and must not have been dismissed for cause nor have resigned voluntarily.

The scale of payments provides an allowance equivalent to one (1) weeks' pay for each full year of service up to ten (10) years, and thereafter two (2) weeks' pay

for each additional year of service up to a maximum of forty-nine (49) weeks' pay. An employee who has previously received termination allowance shall have the above payments reduced by the number of equivalent weeks' pay already received.

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.

#### **PERFORMANCE EVALUATION - 17**

17.1 Regular employees will be appraised annually in accordance with Company Policies. A regular employee being assessed shall have the assessment guidelines explained to them at the time of the appraisal and shall receive a copy of their performance assessment and will be permitted to discuss the details with their manager.

#### **DISCIPLINE - 16**

18.1 In case of discharge, suspension, or disciplinary action, or demotion, the Company will present to the employee affected, written reasons for such discipline at the time of its occurrence.

A written notification stating only that disciplinary action has been taken will be sent to the Business Manager of the Union except in cases of discharge when the action taken will be specified. Any such action taken is subject to the terms of this Agreement.

Records of complaints or disciplinary action recorded in the employee's file shall be cancelled after eighteen (18) months, unless during this eighteen (18) month period the employee receives any additional letters of complaint or disciplinary notices for related causes, in which case only notices of related causes will be extended an additional eighteen (18) months from the date of the last related occurrence.

The employee will be entitled to receive copies of all letters of complaint and information applicable to work performance or records of a disciplinary nature recorded in the employee's file. The Company agrees to provide updated material as it is recorded in employee's file. The employee will not make requests for such information with unreasonable frequency.

The Company will advise the employee the right to have a Shop Steward present if discipline is to be administered and the employee can further consult with a Steward before leaving the premises.

An employee discharged for cause shall be eligible for all unused vacation entitlements.

## GRIEVANCE PROCEDURE - 19

19.1 When any dispute arises between any employee, or number of employees and the Company concerning the interpretation or application of this Agreement, it shall first be discussed with the employee's immediate manager or delegated representative normally within thirty (30) working days after the employee is aware of the situation. The employee(s) shall have a Shop Steward present if so desired.

19.2 The manager or delegated representative shall answer the dispute within three (3) working days of the last discussion with the employee(s) unless the Union agrees to extend this time limit.

When the dispute cannot be settled by this informal procedure, it shall be deemed a "grievance" and the management person with whom it was discussed shall be notified accordingly within five (5) working days.

In this grievance procedure the time limit in "days" refer to working days, exclusive of Saturdays, Sundays and holidays. These time limits may be waived by mutual agreement.

At any time the Union accepts the Company's ruling on a grievance the Business Manager of the Union shall within five (5) days notify the Company of the Union's acceptance. The notice shall be sent to the management person with whom the grievance was last discussed.

Should the Union fail to refer a grievance to the next step within thirty (30) days of the specified time limit, the grievance shall be deemed abandoned.

### 19.3 Step #1

If the employee(s) or the Union is not satisfied with the decision of the management employee to whom the dispute was referred and the employee or Union wishes to continue with the grievance procedure, the "grievance" shall be submitted in writing within five (5) days to the appropriate Level II management employee.

After the grievance is received, the Level II management employee, or delegated representative shall arrange a meeting or meetings with the Union representative named in the grievance at the earliest agreeable time, and not later than five (5) days from the time the grievance is received. The Company will state its disposition of the grievance in writing within three (3) days of the last meeting convened to deal with the grievance.

#### 19.4 Step #2

If a "grievance" is not settled in step 1, the Union must take the matter up within five (5) days with the Senior Manager of the department. The Senior Manager or delegated representative, shall as promptly as possible, but within ten (10) days after the matter is submitted, meet with the Union's Business Manager or delegated representative, to settle the "grievance". The Company will state its disposition of the grievance in writing within four (4) days of the last meeting convened to deal with the grievance. If no agreement is reached at this step of the grievance procedure, the Union shall have up to thirty (30) days to refer the subject to arbitration.

19.5 Complaints, more particularly those of wide application or concerning interpretation of this Agreement and the General Policy of the Company, may be taken up with the appropriate Vice President. The Vice President or delegated representative will arrange to meet within ten (10) days of notification with the Business Manager or delegated representative. The Company will state its disposition of the grievance in writing within five (5) days of the last meeting convened to deal with the grievance. If the complaint cannot be settled by this method, the Union shall have up to thirty (30) days to refer the subject to arbitration.

19.6 When, in the opinion of the Company, the Union or any of its members violate the terms of this Agreement, the Company may refer the matter to the Business Manager of the Union and request a meeting to discuss the matter. Upon receipt of such a request from the Company the Business Manager or delegated representative shall, within ten (10) days arrange to meet with the Company representative and discuss the complaint.

When the complaint cannot be settled by this method, it shall be deemed to be a "grievance" and shall be submitted in writing to the Business Manager of the Union within five (5) days. The Business Manager or delegate shall as promptly as possible, but within ten (10) days after the matter is submitted, meet with the Vice President or delegated representative, to settle the grievance. The Union will state its disposition of the grievance in writing within five (5) days of the last meeting.

If no agreement is reached at this step of the grievance procedure, the Company shall have up to thirty (30) days to refer the matter to arbitration,

#### ARBITRATION - 20

20.1 Whenever a difference relating to the interpretation, application, administration, or alleged violation of this agreement arises between the Company and Union, either party may, after complying with the provisions as set forth in the grievance procedure, submit the matter to arbitration.

20.2 Arbitration proceedings shall be instituted by written notification to the other party of its desire to submit the difference or allegation to arbitration. If after five (5) working days from the original notice given the parties fail to agree to an arbitrator, then either party may request the Minister of Labour to appoint an arbitrator. The decision of the arbitrator shall be final and binding on the parties.

20.3 No cessation or slow down of work shall be exercised or prompted by any individual employee or group of employees during the course of the grievance procedure outlined above, nor shall any illegal strike take place.

20.4 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 his decision it shall be bound by the terms and provisions of the Agreement.

20.5 In determining any grievance arising out of discharge or other discipline, the arbitrator may dispose of the claim by affirming the Company's action and dismissing the grievance, or by setting aside the disciplinary action involved and restoring the **griever** to his former position with or without compensation or in such other manner as may, in the opinion of the arbitrator be equitable. The arbitrator will render a decision to the parties within four (4) weeks of the last hearing on the dispute.

20.6 The parties shall contribute equally to the expenses and remuneration of the arbitrator and all proceedings related thereto.

#### **TEMPORARY ASSIGNMENT INTO OTHER BARGAINING UNIT(S) - 21**

21.1 When there are surplus regular full time or regular part time employees in one bargaining unit and temporary employment opportunities exist in another bargaining unit, employees may be temporarily transferred to fill these positions.

All such transfers and conditions will be mutually agreed to between the Company, the Union and the employee.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be executed by their authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

Signed in the presence of:

MARITIME TELEGRAPH & TELEPHONE  
COMPANY, LIMITED

Allan G. Loh

[Signature]

VICE PRESIDENT, OPERATIONS

Allan G. Loh

[Signature]

DIRECTOR OF HUMAN RESOURCES

ATLANTIC COMMUNICATION & TECHNICAL  
WORKERS UNION

Allan G. Loh

[Signature]

PRESIDENT

Allan G. Loh

[Signature]

BUSINESS MANAGER

## RECORD OF CONTINUITY

Effective November 1, 1992 it was agreed that the provisions contained in this section of the Collective Agreement are to be common to the Craft, Operator Services, and Clerical Bargaining Units.

This agreement provided the following:

- (a) Clause 5.1 - Change to the Company and Union will refer matters that can't be jointly resolved to OH&S Committee.
- (b) Clause 5.2(c) - Add ophthalmologist appointments to be paid at Company expense if Medical Director deems necessary.
- (c) Clause 6.1 -Add that Eastern Tel. & Tel. Co. as of October 4, 1976 will also be included for seniority.
- (d) Clause 11.1(a)(l) - Bereavement Leave - changed the days of bereavement for a mother or father from 3 days to 4 days.
- (e) Clause 13.2 - Change vacation year from May to April to January to December.
- (f) Clause 13.3 - New regular employees engaged after January 1 will be granted one day vacation for each full month worked up to December 31 to be taken in the same year.
- (g) Clause 13.4 - Employees will be entitled vacation based on their net credited service as of December 31 of the year in which they are to take vacation. Change from employee with 27 yrs of service receive 30 days vacation to, in 1994, 26 yrs and in 1995 to 25 years.
- (h) Clause 13.7(b) - New employees of record on May 1, 1993 will receive monies equivalent to 5 days upon termination of employment (unless terminated for just cause).
- (i) Clause 13.9 - New - an employee may not sub-divide vacation under 4 days in a week on an ongoing basis.
- (j) Clause 13.11(a) - Change to scheduling of vacation will start on October 1, close by November 15, and be posted by December 1. -An employee must be in a work group by October 1 to be able to use their seniority for the purpose of scheduling vacation.

- (k) Clause 13.11(c) - Clerical part-time employees will have their seniority dates adjusted as of the end of the last pay period prior to October 1.
- (l) Clause 15.1 - Change records cancelled after 24 months for craft and clerical to 18 months.
- (m) Clause 16 - The steps to the grievance process have been changed and time limits are mandatory.
- (n) Clause 17 - Arbitration - time limits are mandatory.
- (o) Clause 18.1 New - with mutual agreement between the Company and the Union and the surplus regular employee, the regular employee may be temporarily transferred to another bargaining unit.
- (p) Letter of Understanding Vacation - terms of the vacation agreement for transition period.
- (q) Letter of Understanding Pay Equity - Company and Union will negotiate the implementation of any pay adjustments.
- (r) Letter of Understanding Medical Resource Person - Prime responsibility is to provide case management to employees.
- (s) Letter of Understanding Job Sharing - Company and Union will do study.
- (t) Letter of Understanding Job Position Selection Criteria/Process - Company will review current criteria and process to evaluate.
- (u) Monitoring - New - guidelines.
- (v) Letter of Understanding Pension Plan Survivor Option - Effective January 1, 1994, for those employees that retire on or after that date, the survivor option contribution will be reduced from 5% to 3%. Effective January 1, 1995, for those employees that retire on or after that date, the survivor option contribution will be reduced from 3% to 2%.

## RECORD OF CONTINUITY

Effective October 28, 1995, it was agreed that the following provisions contained in this section of the Collective Agreement are to be common to the Craft, Operator Services, and Clerical Bargaining Units.

- (a) Clause 8: Definitions changed to read Service **Definitions**.
- (b) Clause 8.1: Part Time Employees, Craft - Changed to read Part Time employees will have service and seniority computed by dividing regular hours worked by 1976 hours.
- (c) Clause 12: Time Allowance - New to Common section
- (d) Clause 13: Workers' Compensation - New.
- (e) Clause 12: Paid Holidays, renumbered to Clause 14.
- (f) Clause 13: Annual Vacation, renumbered to Clause 15.
- (g) Clause 14: Automation & Technological Change - renumbered to Clause 16.
- (h) Clause 15: Discipline renumbered to Clause 18.
- (i) Clause 16: Grievance Procedure renumbered to Clause 19.
- (j) Clause 17: Arbitration, renumbered to Clause 20.
- (k) Clause 17: Performance Evaluation - New.
- (l) Clause 18: Temporary Assignment into Other Bargaining Unit(s) - renumbered to Clause 21.
- (m) Letter of Understanding Vacation - terms of the vacation agreement for transition period - deleted
- (n) Letter of Understanding Pay Equity - deleted
- (o) Letter of Understanding Job Sharing - deleted
- (p) Letter of Understanding Job Position Selection Criteria/Process - changed from Appendix "F" to Appendix "B"

- (q) Appendix "G" - Monitoring - changed to Appendix "C"
- (r) Letter of Understanding Pension Plan Survivor Option replaces previous Letter of Understanding dated July 5, 1993 and becomes Appendix "D".
- (s) Memorandum of Agreement - Wages -Appendix **E** - New
- (t) Letter of Understanding - Medical Resource Person, renumber Appendix F.

LETTER OF UNDERSTANDING

BETWEEN

MARITIME TEL. & TEL. CO., LTD

AND

ATLANTIC COMMUNICATIONS & TECHNICAL WORKERS' UNION

RE: JOB POSITION SELECTION CRITERIA/PROCESS

The Company and the Union recognize the importance and value of a well defined job position selection criteria/process to employees.

Conceptually, a job position selection criteria/process should assess job applicants on the basis of seniority, ability, and qualifications.

The matter of SENIORITY is easily determined. Whereas when assessing ABILITY and QUALIFICATION differences do exist between employees. Generally speaking, ABILITY assesses the employee's medical/physical status, job related experience, quality of work and aptitude to learn and perform the new job. Whereas QUALIFICATION focuses on the employee's knowledge acquired through education, job related courses and knowledge acquired from previous job related experience.

The Company agrees to undertake a review of the current job position selection criteria/process to ensure that employees receive fair and equitable assessments when applying for job postings.

  
\_\_\_\_\_  
W. J. Chabassol  
General Manager Industrial Relations

April 16, 1993

## MONITORING

The Company maintains the right to assess the level of service employees provide to customers, Assessment may involve a group(s) of employees or an individual employee and will be done under the following conditions:

INDIVIDUAL OBSERVATIONS

1. Performance related/training needs
2. Advance notice to employee
3. Period of observation identified
4. Feedback to employee

GROUP OBSERVATIONS

1. Service provisioning reasons
2. Advance notice to employees
3. Period of observation identified
4. Feedback to group

March 29, 1996

Atlantic Communications &  
Technical Workers' Union  
6148 Quinpool Road  
Halifax, N.S. B3L 1A3

Subject: Pension Plan Survivor Option

The Company agrees to change the employee's component of the pension plan survivor option.

Presently, employees who choose the pension plan survivor option, accept a two percent (2%) reduction to their pension,

Effective with the signing of the agreement for employees who choose to retire on or after that date no reduction to their pension will apply if they choose the pension plan survivor option.

Sincerely,



P.D. Murphy  
Vice President Corporate Development

April 26, 1996

## MEMORANDUM OF AGREEMENT

BETWEEN

MARITIME TEL &amp; TEL COMPANY LIMITED

AND

ATLANTIC COMMUNICATIONS AND TECHNICAL WORKERS' UNION

RE: WAGES

All regular employees and part time operators will be eligible for pay based on the Corporate Team Reward concept. For the year 1996, the Team Reward will be paid to all employees based on the total regular earnings for craft, clerical and operators, exclusive of overtime and differentials. The Team Reward for craft employees shall be calculated on a prorated basis from the date of signing of their Collective Agreement and for part time based on hours worked. For the year 1996 the target compensation will be 2.0%, and for 1997 the target compensation will be 3.0%. For the year 1996, a sum of \$275.00 per employee (prorated for part time and all craft employees) will be paid as an advance on the Team Reward in the first full pay period of 1997 with the **balance**, if any, paid in March 1997. For the year 1997 an advance amount of \$400.00 **will** be payable in the first full pay period in April 1997 (prorated for part time) with the balance, if any, payable in March 1998. The administration and payment of this reward is covered in General Circular Chapter **M**, Topic 13. dated 1996 04.

RE: WAGE REOPENER

The termination date of the contract shall be the 31st day of October, 1998 with a reopener for wages only on October 1, 1997 and in the event that an agreement cannot be reached within 30 days of October 1, 1997, the Collective Agreement will be deemed to expire on the 31st day of March, 1998. The parties agree that there will be no negotiations after the conclusion of this Collective Agreement with respect to any employee who is not employed by MT&T or who is not likely to be employed by MT&T during the life of the next Collective Agreement.

LETTER OF UNDERSTANDING

BETWEEN:

MARITIME TELEGRAPH AND TELEPHONE COMPANY LIMITED

- and -

ATLANTIC COMMUNICATION AND TECHNICAL WORKERS' UNION

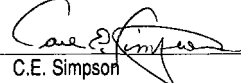
RE: MEDICAL RESOURCE PERSON

The Company is in agreement with the recommendation to establish a resource person whose prime responsibility is to provide professional case management for all employees with medical disabilities.

AGREED TO

SIGNED:

A.C.&T.W.U.

  
C.E. Simpson  
Business Manager

MT&T

  
W.J. Chabassol  
General Manager -  
Industrial Relations



AGREEMENT

BETWEEN

MARITIME TELEGRAPH AND  
TELEPHONE COMPANY LIMITED

and

ATLANTIC COMMUNICATION &  
TECHNICAL WORKERS' UNION  
PLANT WORKERS

October 29, 1995

to

October 31, 1998



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**NOTE:** In the text of this Agreement, a line on the right side of a clause indicates that it is a new or revised clause.

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AGREEMENT made this 25th day of August, 1996.

BETWEEN:

MARITIME TELEGRAPH & TELEPHONE COMPANY, LIMITED, incorporated by or under the provisions of Acts of the Legislature of the Province of Nova Scotia, having its Head Office at Halifax Regional Municipality, Province of Nova Scotia (hereinafter called the "Company") of the First Part;

**AND-**

ATLANTIC COMMUNICATION & TECHNICAL WORKERS UNION, certified as Bargaining Agent Under the Trade Union Act of Nova Scotia, (hereinafter called the "Union") of the Second Part.

**GENERAL - 1**

1.1 IN FULL APPRECIATION of the advantages to both parties hereto to be derived from fair and honourable treatment, and harmonious relationship based on mutual respect and trust.

1.2 AND IN CONSIDERATION of the terms and conditions as hereinafter set forth, the Parties hereto enter into, ordain, establish and agree to the following wage schedules and conditions of employment, which shall be effective from the 25th day of August, 1996, shall continue in force and effect until the 31st day of October, 1996, and thereafter from year to year until **terminated** by three (3) months notice in writing from either party to the other in accordance with the conditions of the said notification

1.3 PROVIDED HOWEVER, that this Agreement may be cancelled, amended or superseded by a new Agreement at any time by the mutual consent of both parties hereto.

1.4 UPON RECEIPT of any such notification requesting any change whatsoever in the existing Agreement, the Parties hereto agree to meet within thirty (30) days of receipt of such notification for the purpose of considering the matter to which such notification refers. In the meantime, i.e., pending the conclusion of such negotiations, the existing Agreement shall remain in full force and effect, unless specifically cancelled by one of the Parties hereto by regular notification as provided.

1.5 The Company recognizes the Union as the sole collective bargaining agent on behalf of all employees of the employer as covered by the certification order of the Labour Relations Board (L.R.B. No. 3092) of the Province of Nova Scotia dated December 13, 1964.

1.6 The Company agrees that it will provide training as required and in a timely manner to enable employees to be proficient at performing their job duties.

## DEFINITIONS - 2

2.1 "UNION STEWARD" means an employee appointed by the Union to represent the interest of the Union members.

2.2 The term "EMPLOYEE" referred to in this Agreement means any employee employed in any of the classifications in the groups listed with and covered by the wage schedules listed in Appendix "A" which forms part of this Agreement, but excludes students from Appendix "A" (Wage Schedules) and recall, and probationary (including part-time employees during their probationary period) and temporary employees for the purpose of recall. It does not mean an employee who is employed in a confidential capacity in matters relating to labour relations or who exercises management functions on a permanent basis.

2.3 "TEMPORARY EMPLOYEE" means an employee hired with the understanding that his employment will not be permanent and will be hired to work a standard work week and for a specific purpose. The Company will notify the Union at time of hiring the name of the temporary employee, the specific purpose involved, and the commencement and expected termination dates of employment. Maximum length of employment of a temporary employee shall not exceed twenty (20) weeks, and when required additional time for training up to one (1) week maximum, in any twelve (12) month period. Any extension of time beyond this maximum time limit shall be by mutual agreement between the Company and the Union.

The Company may hire temporary employees to perform work of a non-skilled nature in any classification. Refer to Appendix A for wage treatment.

2.4 "PROBATIONARY EMPLOYEE" means an employee who is engaged for a trial period not to exceed six (6) months to determine suitability as a regular employee. Dismissal of an employee during this six (6) month period will not be contested by the Union.

2.5 "REGULAR EMPLOYEE" means an employee whose employment is expected to continue for more than six (6) months.

2.6 "STUDENT" means an employee enrolled in a full time program at a recognized educational institution who shall only be employed as a student during official school breaks. Wage administration will be as stated in Student Employment, General Circular Chapter I Topic 01 dated 1989 03.

2.7 "PART TIME EMPLOYEE" means an employee who is assigned to work no more than the standard hours per day and not more than the standard work week hours.

2.8 "SHIFT EMPLOYEE" means an employee whose regular schedule of hours is not confined within the period from 0800 hours to 1900 hours on the days Monday to Friday inclusive.

2.9 A "SHIFT" is a regular scheduled tour of thirty-eight (38) hours per week consisting of five (5) days of 7.6 hours (or any combination of hours as described in Section 9.1) all or part of which fall outside the hours of 0800 to 1900 (Holidays excepted (8 Hours)) Monday to Friday inclusive.

2.10 "REPORTING CENTRE" means that place designated by the Company where employees are to report to work.

#### NORMAL HEADQUARTERS

2.11 (a) Normal Headquarters shall include the communities listed in Appendix B of this Agreement.

(b) The Company shall have the right, subject to the conditions herein, to locate employees in communities not listed in Appendix B and for the purpose of this Agreement any community so selected shall be considered as part of Appendix B. Whenever possible, the Company will notify the Union at least two (2) months prior to the effective date of any community so selected.

(c) The Company shall notify the Union at least one (1) month in advance of the locating of an employee in a community not listed in Appendix B.

(d) The Company agrees that it will not establish Normal headquarters in very small isolated places and when it is necessary to locate employees in places of this nature, special conditions shall apply.

2.12 "TOUR OF DUTY" means the time worked by an employee on any working day.

2.13 "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.

## PART-TIME EMPLOYEES - 3

Engagement of part-time employees shall be in accordance with the Collective Agreement with the following exceptions:

### 3.1 HOURS OF WORK

- (a) A part-time employee shall not work less than five percent (5%) of the standard work week hours on any day worked and not more than sixty percent (60%) of the standard work week hours per week.
- (b) The standard work day hours and the standard work week hours is as stated in "Working Hours and Schedules" - Section 9, Clause 9.1.

### 3.2 RATE OF PAY

- (a) A part-time employee shall be paid at an hourly rate based on the weekly rate divided by the standard work week hours.
- (b) A part-time employee shall progress on the Wage Schedule as contained in Appendix "A" of this Agreement with 988 hours worked equivalent to a six (6) month interval.

### 3.3 JOB POSTING

Notwithstanding Section 6 of this Collective Agreement, a part-time employee shall not apply for posted vacancies and/or additional positions as covered in "Strikes, Resignations, Lay Offs and Promotions" - Section 6, Clause 6.7, but will be given consideration in his job classification and location before a position is filled from outside the AC&TWU bargaining units as covered by certification orders of the Labour Relations Board No. 3091 and ~~3092~~. A part-time employee with the equivalent of 18 months in the part-time job may be considered in the same manner in any classification within the Company.

### 3.4 PAID HOLIDAYS

A part-time employee who is not required to work on a Paid Holiday shall receive the greater of one-tenth (1/10) of his basic earnings for the pay period immediately preceding the holiday; or one-twentieth (1/20) of his basic earnings for the two (2) pay periods immediately preceding the holiday. Such pay to be known as "Holiday Pay". This payment shall not exceed one (1) day's pay.

3.5 VACATIONS

- (a) A part-time employee shall not receive vacation credits as stated in the Common section Annual Vacation With Pay.
- (b) A part-time employee shall receive a vacation and vacation pay as follows:

Years of Net Credited Service	Regular Vacation Entitlement	% of Gross Earnings
1-3	2 weeks vacation	4
3-9	3 weeks vacation	6
9-21	4 weeks vacation	8
21 & Over	5 weeks vacation	10

- (c) Regular part time employees will be paid in proportion to the regular hours to be worked in the calendar year. The employee will be credited if an adjustment is necessary at year end.

3.6 IDENTIFICATION

The Company shall provide the Union with the name and classification of a part-time employee when engaged.

3.7 UNION DUES

- (a) Union Dues or an amount equivalent to Union Dues shall be deducted from the part-time employee(s) when worked for any time within a pay period.
- (b) Union Dues or an amount equivalent to Union Dues shall be forwarded to the Union no later than the fifteenth (15th) day following the pay period.

3.8 CONDITIONS

- (a) Regular and Probationary Employees not scheduled to work **shall** be offered the opportunity to work before a part-time employee.
- (b) The maximum number of **part-time** employees shall be two percent (2%) of the regular employee **workforce** exclusive of a maximum of four (4) part-time employees in the Halifax-Dartmouth Phone Centres who will be assigned to work irregular hours not to exceed sixty percent (60%) of the standard work week hours.

- (c) Probationary period for a part-time employee shall be 1000 hours worked.
- (d) A part-time employee who has completed his probationary period shall not serve another probationary period if engaged under Section 3 above.
- (e) Where the total number of hours worked by part-time employees, in specific classification, in a particular Normal Headquarters, exceeds ninety percent (90%) of the standard work week hours over a period of six months provided that the work can feasibly be performed by one (1) person in the standard work week hours, the Company agrees to have the work performed by a regular employee.
- (f) In cases where a regular employee in the same classification, working group and location is absent temporarily, the part-time employee may, with Union agreement, be placed in the regular position temporarily.
- (g) Except for the above mentioned on part-time **employees** - Clauses 3.1 to 3.8, all other provisions of this Collective Agreement shall prevail.

**ENGAGEMENT OF EMPLOYEES - 4**

4.1 All employees shall be engaged at a weekly wage rate as prescribed in the wage **schedules** which form part of this Agreement.

Employees who possess education, training or experience in excess of the minimum requirements, shall be engaged at wage rates higher than the starting wage rate as follows:

Up to Grade XII	- Start Rate
Each additional year of successfully completed technical training directly related to the job	- 6 Months
Former job experience directly applicable to the work to which they are assigned - each full year	- 6 Months

In no case, however, shall a new employee start above the third highest rate on his wage schedule.

Notwithstanding the above, temporary employees shall not be placed higher than the start rate on his wage schedule and shall not be eligible for progression increases.

## TRANSFERS - 5

5.1 When considered necessary by the Company for proper and sufficient cause, any employee may be transferred from one location to another, or from one position to another, or from one wage schedule to another, as required by the changed position or location. The Company will notify the Union Business Manager of such transfers.

5.2 When selecting employees for permanent transfer to another community, the personal circumstances and length of service of employees will be considered. When two or more employees with relatively equal eligibility are being considered for transfer to another community, the junior employee will be selected first provided he has the necessary ability and qualifications and provided no senior employees possessing the ability and qualifications want to transfer.

5.3 When an employee is permanently transferred from a higher wage classification to a lesser wage classification due to medical reasons he will maintain his former wage rate for a period of twelve (12) months. For an employee so transferred, the requirement of eighteen (18) months continuous experience in his present position in order to be eligible to apply for posted jobs (as covered in Clause 6.7) shall be waived.

5.4 Transportation expenses, and "paid time" subject to the provisions of Section 13, "Travelling Time" will be allowed employees transferred from one locality to another.

5.5 In the case of an employee who is permanently transferred from one locality to another, **unless** at his own request, the Company, in addition to paying wage rates for travelling time as provided under Section 13, shall also defray necessary travelling expense of himself and of members of his family maintained by and regularly residing with him, as well as transportation of his personal effects; also when necessary, the cost of board and lodging at the new location while seeking suitable accommodation. When suitable receipts are furnished, employees will receive an allowance for disconnecting and reconnecting major appliances and for other incidental expenses related to relocating their home. The Company will also pay certain fees related to real estate transactions. There are other miscellaneous expenses which the Company will pay including furniture storage charges, telephone service connection charges, etc. All the regulations described in General Circular Chapter J Topic 11, as revised 1995 **06**, shall apply to employees covered by this Agreement.

5.6 Employees who transfer as a result of a job posting, and who have not received any transfer benefits provided under Clause 5.5 during the previous 21 **month** period, are considered to be "Transferred at Company Request" and shall be **entitled** to the benefits provided in Clause 5.5 above.

5.7 When selecting employees for temporary transfer to another community for more than two weeks, the personal circumstances and length of service of employees will be considered. When two or more employees with relatively equal eligibility within the work group are being considered for transfer to another community, the junior employee will be selected first provided he has the necessary ability and qualifications and provided no senior employees possessing the ability and qualifications want to transfer.

#### STRIKES, RESIGNATIONS, LAY OFFS AND PROMOTIONS - 6

6.1 Every reasonable effort will be made by the Union to prevent strikes, walkouts, or like interruptions of work, and by the Company to avoid lay offs.

Employees resigning from the Company shall give notice in writing as follows:

3 Months but less than 2 Years Continuous Service	- 1 Weeks Notice
2 Years or More Continuous Service	- 2 Weeks Notice

Employees **scheduled** for lay off shall receive notice or pay in lieu of notice as follows:

3 Months but less than 5 Years Continuous Service	- 2 Weeks Notice
5 Years but less than <b>10</b> Years Continuous Service	- 4 Weeks Notice
10 Years or More Continuous Service	- 8 Weeks Notice

6.2 The Company **will** provide the Union with a minimum of thirty (30) days (calendar) notice of a pending lay off. The notice will be an estimate of the number of employees to be affected and the bargaining unit(s) involved as well as the geographical location, job classification, and work groups to be affected to the extent possible at the time.

Whenever economic or force conditions warrant the laying off of employees, the following conditions shall apply subject to the letter of intent attached to this Agreement, as Appendix "F":

- (a) The lay off shall be confined to the employees who are employed in the affected district of the Company.
- (b) The lay off shall be confined to the affected job classification(s) with the provisions that employees to be laid off who have actual experience in another classification with the Company, have the right to bump the most junior employee in that other classification in the affected district, providing the junior employee has less seniority than the employee originally identified for lay-off in the affected **classification**.
- (c) An employee who is to be laid off and is unable to bump into another classification within the affected district has the right to replace the most junior employee in his same classification within the Company, where he has the present ability to do the job and providing the employee being bumped has less seniority than the employee originally identified for lay off/
- (d) Employees employed as "casual" and "temporary" shall be laid off first.
- (e) Employees employed as "students" shall be laid off second.
- (f) Employees employed as "probationary employees" (including part-time **employees** during their probationary period) shall be laid off third.
- (g) Employees employed as "part-time" shall be laid off fourth.
- (h) Employees employed as "**Regular** Employees" shall be laid off fifth in inverse order of seniority with full consideration being given for previous experience in other classifications.
- (i) If additional staff is required employees on lay off will be recalled in the following manner:
  - (1) The senior laid off employee in the affected classification will be recalled first.

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(2) Laid off employees having the ability and qualifications will be given preference for any available non-management jobs within the Company subject to any contract binding upon the Company.

(3) An employee who has been given notice of recall for regular employment may refuse to exercise such right on one occasion only without jeopardizing his right to recall. Otherwise, an employee who fails to report for regular duty as stipulated by the Company shall no longer be subject to recall.

(j) An employee who is laid off for the above conditions **will** for two (2) years retain his seniority for all purposes including vacations.

6.3 The Company agrees that it will not contract out work where regular employees, who have the actual experience to do the work, are on lay off and the necessary special tools and equipment are available. The Company also agrees that it will not lay off regular employees where contractors are carrying out work in that classification providing any necessary special tools and equipment necessary to do the job are available.

6.4 (a) When selecting employees to fill vacancies and/or new additional jobs covered by this Agreement, the Company will recognize seniority, ability and qualifications. Where these factors are relatively equal, the senior employee will be selected.

(b) Experience gained through temporary appointment(s) will not be a factor. The employee's performance on temporary appointments will be assessed.

#### 6.5 TEMPORARY APPOINTMENTS

(a) Temporary appointments from one classification to another shall not exceed thirty-nine (39) accumulative weeks in a fifty-two (52) week period unless the temporary appointment is necessary to replace an employee absent due to sickness.

(b) Employees temporarily assigned to a non-supervisory job of a higher classification and performing the skills for which the job receives a higher rate for at least eight (8) hours during five (5) consecutive work days, shall be paid at the higher wage rate for the full five (5) day period.

(c) Employees temporarily assigned to a lesser paying classification to meet Company requirements shall receive the wage rate of their regular classification.

- (d) Temporary appointments will not be made into a classification where employees in that classification are on lay off in the district and the laid off employee is willing to take the appointment.

6.6 Any employee substituting in a foreman's position and performing the majority of the foreman's duties or acting as a plant instructor for a full tour of duty on any day shall receive a wage differential of ten (10) percent of the maximum wage rate for his classification or 10% over the wage rate which he is required to supervise, whichever is greater. Where the employee substitutes for four full tours of duty in one week and the fifth day is a paid holiday, he shall receive the differential for the five (5) days. The wage rate on which the ten (10) percent is to be applied shall in no case exceed the group one (1) wage rate. When an employee substitutes for a period in excess of one (1) month, the matter shall be referred to the General Department Head to determine if the wage differential is to be continued or the employee is to be paid on the appropriate management scale.

#### 6.7 JOB POSTING

- (a) The Company shall post for ten (10) working days on the notice board in all locations where employees in the bargaining unit work, a notice specifying the minimum qualifications required for every vacant job including new additional jobs. At the time the job is posted, copies of the notice shall be sent to the Union Business Manager.
- (b) Craft employees with more than eighteen (18) months continuous experience in their present position with the Company, can apply for any posted job. New employees engaged after July 22, 1988 shall have eighteen (18) months experience beyond the probationary period in their first job before being eligible to apply for posted jobs.
- (c) Within thirty (30) days of the closing of the job posting the Company will make the selection from the applicants (pursuant to Clause 6.4) having the minimum qualifications and shall notify the Union Business Manager and all applicants, the name of the selected applicant.
- (d) Normally, job postings will be filled within ninety (90) days of the closing date of the job posting. However, in exceptional cases, this ninety (90) day interval may be extended to nine (9) months after consultation between Company and Union. Notwithstanding these exceptions, the selected candidate shall be placed on the new wage schedule no later than ninety (90) days after the closing date of the job posting.
- (e) When there are no qualified applicants, the Company shall within thirty (30) days of the closing date of the job posting, notify the Union **Business** Manager.

- (f) If the job posting becomes redundant before a selection is made, the Company will, within seven (7) days notify the Union Business Manager and all applicants of the cancellation and the reason(s) for the cancellation.

#### **BOARD ALLOWANCE - 7**

7.1 Each employee when engaged shall be assigned to a work location within an exchange of the Company. Such exchange shall be known as the employee's normal headquarters exchange until such time as he is transferred to another headquarters.

7.2 All employees shall assume the cost of their own board and lodging while engaged on work within the confines of their normal headquarters exchange.

7.3 The Company shall provide and pay the cost of a reasonable standard of board and lodging for all employees who are required to work, or receive training, outside their normal headquarters exchange, as herein defined, including the following periods, provided the employees remain at the working locations:

- (a) All days on which no scheduled work is provided.
- (b) Time lost on the job through stress of weather, lack of materials or tools, and other similar causes of delay.
- (c) In cases of sickness or non-occupational accident to an employee, which it is expected will cause time loss exceeding one (1) week, and where the employee remains at the working location, the employee's supervisor shall refer the matter of board expense, with his recommendations, to the General Department Head for ruling. When the employee is eligible for benefits, such instances come under the jurisdiction of the Workers' Compensation Board or the Employees' Benefit Committee, as the case may be (see Section 15 of this Agreement).
- (d) Temporary transfer to another headquarters exchange.
- (e) Single accommodations will be provided to employees under the following conditions:
  - (1) When single accommodations are available in the locality where work is being performed.
  - (2) Where single accommodations are requested by the employee concerned.

- (3) Single accommodations will not normally be provided a probationary employee while attending a course of instruction.

7.4 A mid tour meal allowance of \$7.00 will be granted an employee who is required to work away from their Normal Headquarter Exchange over the meal break and return at the end of their tour.

7.5 Should an employee who is working away from his Normal Headquarters Exchange wish to board/lodge elsewhere than at the accommodation provided by the Company, he may do so after notifying the Foreman, under the following conditions:

- (a) That the accommodation be suitable and within reasonable distance of the work location.
- (b) That the employee report for duty promptly at the time and place assigned by the foremen.
- (c) That the rate paid for board shall be a rate that is deemed fair and reasonable.
- (d) That the rate paid for home board effective November 1, 1992 shall be **\$28.00** per day with no payments for Saturday, Sunday or Company Holidays unless the employee is scheduled in advance to work on one of these days.

7.6 When an employee is transferred on a temporary basis, from Halifax to Dartmouth or from Dartmouth to Halifax, the following regulations shall apply:

- (a) Employees furnished with Company transportation who start from, and return to their normal reporting centre each day shall receive a mid tour meal allowance of \$7.00 when they are required to work away from their normal reporting centre over the meal period.
- (b) An employee temporarily transferred from his normal reporting centre in Halifax to a temporary work location in Dartmouth or vice versa and who travels to the temporary work location directly from his residence will be entitled to a mid tour meal allowance of **\$7.00**.
- (c) An employee using his own vehicle and who is temporarily transferred from his normal reporting centre in Halifax to a temporary work location in Dartmouth or vice versa and who must report to his normal reporting centre before proceeding to the temporary work location will be entitled to a mid tour meal **allowance** of \$7.00, as well as incidental travel expense.

## WAGE SCHEDULE - 8

8.1 The wage schedules to be observed are effective August 25, 1996 and are attached to this Agreement as Appendix "A".

8.2 The wage progressions are shown on the wage schedule. These progressions are spaced at intervals of six (6) months and represent the normal period of time an employee has to work on the job in order to qualify for the next step on the wage schedule. The commencement of the first pay period in the months of July and January shall be the only dates when wage progressions become effective. These dates shall be known as "Wage Schedule Progression Dates" for the purpose of administering the wage schedule.

On these dates, employees on progression shall be advanced to the next step on the wage schedule in accordance with the time intervals of the wage schedule.

8.3 Employees who are engaged during the period May 1st to October 31st, in any year, shall receive their first progression in January of the next year. Employees who are engaged during the **period** November 1st to April 30th of the next year, shall **receive** their first progression the following July.

## WORKING HOURS AND SCHEDULES - 9

9.1 The standard weekly hours of work shall be thirty-eight (38) hours. The standard daily hours are 7.6 per day and for all employees (except those on shift work who of necessity must work irregular hours), shall be between the hours of 0800 hours to 1700 hours weekdays Monday to Friday.

A work week shall not be more than five days from Sunday to Saturday.

However, in order to provide for flexible scheduling the bi-weekly hours equivalent to seventy-six (76) shall be scheduled over a payroll period not to exceed nine (9) days. Daily scheduled hours should not be less than seven and one half (7.5) hours per day or more than ten (10) hours. Holidays shall be scheduled at eight hours. The ordinary daily working hours for all employees (except those on shift work who of necessity must work irregular hours) shall be scheduled weekdays Monday to Friday 0800 hours to 1900 hours.

Notwithstanding the above, an employee(s) or a manager may request and with mutual consent agree to work on a schedule of more than the standard hours in a day not to exceed twelve (12) hours (Holidays included), or six days in a week.

9.2 Except for part-time employees and those employees required to work a shift, Saturday and Sunday shall be paid at the overtime rates of pay.

9.3 The standard meal period shall be one hour scheduled at mid tour. The meal period may be adjusted to not less than thirty (30) minutes by mutual agreement.

9.4 Daily working schedules for the two week payroll period shall be posted so as to provide four weeks notice at all times for all employees.

9.5 The Company agrees to give employees seven (7) days notice by posting or in writing when **their** scheduled tour of duty is to be changed or the employee is to be temporarily transferred outside their Normal Headquarters Community. The employee shall be paid on an overtime basis for the first tour of duty following the transfer or change, if such notice is not given.

9.6 When a shift employee is required to work on one of their days of rest, they shall be paid for the time worked at the overtime rate of pay.

9.7 The day of rest shall, whenever possible, be granted consecutively.

9.8 Employees shall, while attending courses of instruction **fulltime**, be paid at the basic rate (straight time) for all time spent in formal classroom attendance, or while receiving formal instruction or training from an instructor, including periods of overtime, except when, by mutual agreements, compensating time off is to be provided. (See Clause **16.1**). Employees may be scheduled to work five days per week and in no case shall an employee in attendance be paid less than the basic thirty-eight (36) hour work week.

Attendance at courses of instruction required by the Company, in addition to and outside the daily working schedule, will be paid at the applicable overtime rate.

#### **REPORTING CENTRE - 10**

10.1 All employees shall start and end the day's work either at the reporting centre or job location as directed.

#### **PAY OTHER THAN BASIC - 11**

11.1 Except for shift differentials on Sundays and Paid Holidays, an employee shall not receive the benefit of more than one (1) premium (earnings in excess of basic rate) for the hours worked. Where more than one (1) premium (earnings in excess of basic rate) may be interpreted as applying, the employee shall receive the largest single premium applicable.

11.2 OVERTIME

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- (a) The wage rate for "OVERTIME", that is, time worked outside the daily working schedule, shall be fifty percent (50%) over that of the basic wage rate, except overtime between midnight and 0800 hrs. on week days and between midnight Saturday and midnight Sunday, also planned overtime on second and subsequent consecutive scheduled days off (excluding Sundays and Paid Holidays) provided four (4) or more hours are worked, when the rate shall be two (2) times the basic wage rate. Overtime rates will be paid only when the work has supervisory approval.
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- (b) The overtime rate will be paid (subject to the conditions of (a) above) to all employees for time worked outside their working schedule unless they elect to take time off in lieu of pay treatment. Offsetting time off only applies to shifts of four (4) hours or more. If an employee elects to take time off he must inform his foreman to this effect when the overtime shift is arranged. The time off must be taken before the end of the second pay period following the pay period in which it is worked. When offsetting time off is taken, the employee will receive time off for the four (4) hour shift worked and premium pay as applicable for the shift worked. If the overtime arranged for exceeds four (4) hours the same rules will apply if the employee elects offsetting time off treatment. When overtime is worked to restore service due to a major storm offsetting time off will be at the discretion of the Company.
- (c) An employee who is required to work overtime in excess of twenty (20) minutes, either immediately preceding or continuing after his scheduled tour of duty, or both, shall be paid on an overtime basis for the additional time worked as in the following table. A meal period not in excess of twenty (20) minutes shall not be considered as breaking the continuity of such overtime.

MINUTES WORKED	TIME PAID FOR
1 to 20	Nil
21 to 30	3/4 hr.
31 to 40	1 hr.
41 to 50	1 1/4 hr.
51 to 60	1 1/2 hr.
61 to 70	1 3/4 hr.
etc.	etc.

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- (d) An employee who is required to work overtime which is not continuous, shall in no case be paid for less than four (4) hours at the basic wage

rate. When the employee completes his call-out assignment, the employee shall not be required to continue working unless for sufficient cause or urgency. Such employee shall be paid for the time necessary for him to get from his place of residence to the job and for the time actually worked on the job. Employees living beyond the ten (10) kilometre radius from headquarters will be paid only for the time spent in travelling within the ten (10) kilometre radius.

- (e) Employees required to work in excess of 12 hours (meal hours excluded) in the 24 hour period from the commencement of their scheduled tour of duty shall be paid at double the basic wage rate for all time worked over 12 hours.

The double basic wage rate shall also apply to time worked over 12 hours which forms a continuous part of the employee's next scheduled tour of duty. Where there is a break of four (4) hours or less before the commencement of the next scheduled tour of duty the double basic wage rate will still apply.

- (f) Working at overtime pay rates shall generally be limited to cases of necessity, pressing work, emergencies and the like, and cases where a short period of overtime will complete a job and save considerable extra travelling and time. Due consideration will be given, where practicable, in the distribution of overtime in the working groups.

- (g) When a shift employee is required to work on three or more different types of scheduled tours of duty during one calendar week, he shall be paid on an overtime basis for the first eight (8) hours of the third tour.

The different types of scheduled tours of duty referred to are tours of duty each of which covers a different part of the 24 hour day.

- (h) In cases where an employee works continuously for six (6) hours or more, including some overtime, and every four (4) hours thereafter, a meal or meal allowance will be provided by the Company. This does not apply to an employee who, by mutual agreement, works continuously for eight (8) hours on a night or any other shift, unless the employee works overtime for two or more hours beyond the normal time limits of his shift.

### 11.3 EVENING OR NIGHT SHIFT DIFFERENTIAL

- (a) A full time employee who works an evening or night shift all or part of which shift fall between the hours of 1900 of one day and 0700 of the following day, shall be paid a differential as follows:

**DIFFERENTIAL**

**TIME  
WORKED**

	Oct.30/94		
Less than 3 hours	\$2.71	44	45
3 hours and over but less than 6 hours	\$3.18	4.03	5.23
6 hours and over (commencing before midnight)	\$4.03		
6 hours and over (between 12 midnight & the following 7:00 a.m.)	\$5.23		

(b) Exception - A differential shall not be included in wage payments for the period for which an employee is being paid on an overtime basis.

11.4 An employee who is scheduled to work for any period between midnight Saturday and midnight Sunday shall be paid "SUNDAY PREMIUM TIME" for hours worked. "SUNDAY PREMIUM TIME" is 50% over the basic wage rate. Shift differentials as covered in Clause 11.3 will also apply.

11.5 An employee who works all or part of a regular scheduled shift **between** the hours of midnight Friday and midnight Saturday will be paid a Saturday Shift **Differential** of \$9.57. The Saturday Shift Differential will not apply to employees who are being paid on an overtime basis. Employees receiving the Saturday Shift Differential will **not** receive the **differentials** covered by Clause 11.3 (a).

**PAID HOLIDAYS - 12**

12.1 Some communities celebrate Natal Days or Civic Holidays. Such occasions are not considered to be Paid Holidays, but employees are generally given time off with pay to participate in civic celebrations. Employees who must work to maintain service are given a day off at a later date. (See 12.8.) Employees not scheduled to work on the Natal Day or Civic Holiday because of vacation or day of rest shall be given a day off at a later date (See 12.7.) No overtime is paid to employees for working regular tours of duty on these Civic Holidays.

12.2 Employees who work in communities where no Civic Holiday is proclaimed or observed shall be given a day off in lieu of such holiday. The day off shall be scheduled in accordance with the terms of 12.8 of this Agreement. Employees are entitled to only one Civic Holiday or day off in lieu of a Civic Holiday each calendar year. (Temporary employees and students must be on the payroll on the first Monday in August to be eligible for the Civic Holiday in that year.)

12.3 Should any of the Paid Holidays fall on Sunday, the following Monday shall be considered a Paid Holiday. However, when Christmas Day falls on Sunday, Monday shall be considered the Christmas Day holiday and Tuesday shall be considered the Boxing Day holiday.

12.4 When a Paid Holiday falls on a day except Sunday all employees shall receive eight (8) hours pay at basic wage rates. This pay shall be known as "Holiday Pay".

12.5 When a Paid Holiday falls on a Saturday it may be observed on another day and in such case the day of observance shall be considered a Paid Holiday and the holiday **Saturday** will be **treated** the same as any **Saturday**. When the Saturday Holiday is observed on the Saturday all employees shall receive eight (8) hours basic pay "Holiday Pay" and those employees who work shall be paid for the time worked in accordance with 12.9 or **12.10**.

12.6 Employees who work on a Paid Holiday shall, in **addition** to receiving Premium Pay for the time worked as outlined in 12.9 and 12.10 below, have the option of receiving "Holiday Pay" or be permitted a day off with basic pay on another day. (See **12.8**.)

12.7 When a day of rest of a shift employee falls on a Paid Holiday, the employee shall have the option of **another** day off with basic pay or receive Holiday Pay. The day off shall be scheduled in accordance with **12.8**.

12.8 Owing to the nature of **the** Company's business there are times when it is impossible to grant the day(s) selected by employees, under terms of 12.1, 12.2, 12.6, 12.7, and **12.11**. Therefore after a date has been mutually agreed to by the Company and the employee, and a day off scheduled, the Company later may for reasonable cause deny this day and reschedule the day off to a date mutually agreeable to the employee and the Company. Similarly, the employee may, where practicable, reschedule the day off to another day acceptable to both the employee and the Company. Once a day has been rescheduled, it cannot be rescheduled again unless the change is made with the mutual consent of the employee and the Company.

12.9 On all Paid Holidays except December 25 all employees who work shall be paid one and one-half (**1 1/2**) times the basic wage rate, in addition to their Holiday Pay, for all time worked within the normal scheduled working day, and at two and one-half (**2 1/2**) times the basic rate for other hours worked. An employee who is scheduled to work on a Paid Holiday shall not be scheduled to work in excess of eight hours unless by mutual agreement.

12.10 An employee who works on December 25th shall, in addition to basic Holiday Pay, be paid two (2) times **the** basic wage rate for all time worked within the normal scheduled working day, and at two and one-half (2 1/2) times the basic wage rate for other hours worked.

12.11 Employees who have completed or will complete three (3) months of continuous service in **the** calendar year shall be entitled to one (1) Floating Paid Holiday in each calendar year. Scheduling of the Floating Holiday shall normally be done at the same time the employee's vacation is scheduled. Any rescheduling of an employee's **Floating** Paid Holiday shall be in accordance with the terms of 12.8.

12.12 "Christmas Eve and New Year's Eve Premiums" - From 1700 hours, or from the beginning of a shift starting at or after 1600 hours, to midnight Christmas Eve (December 24) and from 1800 hrs. to midnight New Year's Eve (December 31) an **employee** shall be paid two and one-half times his basic wage rate for all hours worked. No Sunday Premium Time or overtime shall apply while an employee is receiving this special compensation.

12.13 "Easter Sunday Premium" - employees who work shall be paid basic wage rate plus one and one-half times basic wage rate for all hours worked. No Sunday Premium Time or overtime shall apply while an employee is receiving this special compensation.

### TRAVELLING TIME - 13

13.1 Employees travelling from one reporting centre to another will be paid for such time at basic wage **rates** exclusive of (a), **(b)**, and **(c)** below.

Travelling time to and from course of instruction shall not be regarded as time travelling from one reporting centre to another. Employees travelling for this purpose shall be paid for time spent **travelling** at basic wage rates exclusive of (a), **(b)** and **(c)** below.

Where Company transportation is not provided the employee may choose to use his personal vehicle at current rates paid by the Company for use of personal vehicles. Where more than one employee is travelling to and from the same location, normally only one person may claim for personal car use. Good judgement will be expected in the application of this paragraph.

- (a) Time out of working hours proceeding to or from **transportation, the** time allowance being that for the journey only, less deductions **(b)** and **(c)**.
- (b)** Night **travelling** between 2200 hrs. and 0700 hrs., when sleeping accommodation is provided by the Company.

(c) One hour for each meal provided while travelling, or on arrival.

13.2 Employees driving or travelling on Company business from one reporting centre to another after regular hours in Company owned or hired vehicles shall be paid at the appropriate overtime rate of pay.

13.3 The Company shall not pay employees for time spent driving or **travelling** in Company Vehicles, or otherwise, when going to and from the mid-tour meal.

#### TRANSPORTATION ALLOWANCE - 14

14.1 Employees working away from their normal Headquarters and whose board and **lodging is** being paid by the Company shall be **entitled** to a paid return trip once per week (normally on the weekend) to their homes or their normal Headquarters whichever is the lesser amount provided it does not interfere with the job. This does not apply to employees on loan to other companies or organizations or to employees on course outside **the** Provinces of Nova Scotia or P.E.I.

14.2 Where Company **transportation** is not provided for the above trip the employee may choose to use his personal vehicle at current rates paid by **the** Company for use of personal vehicles, or travel by common air carrier. Where more than one employee is travelling to and from the same **location**, normally only one person may claim for personal car use. Good judgement will be expected in the **application** of **this** clause.

14.3 Employees travelling under the **conditions** outlined above are **expected** to arrange their trips so as not to interfere with their working schedules. Time spent travelling will be paid at basic wage rates one way only. Time spent travelling by common air carrier will be paid at basic wage rates one way for flying time only, plus up to one hour for ground transportation.

14.4 Employees will only receive paid transportation when they make actual trips to their homes and cash equivalent will not be paid.

#### LOST TIME - 15

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15.1 All regular employees, or probationary employees whose period of service is **three** (3) months or more, who are unable to work due to sickness, specialist **appointments** when referred by the employee's medical doctor or Company Medical Director, or accident, provided that such employees are **not** entitled to **compensation** for such loss of time under the provisions of the Workers' **Compensation** Act, (See Common Section 13) will be paid at basic **rates** for the period of absence up to one (1) week. In such cases a medical certificate to the effect **that** the employee is unable to work may be required. Based on the Supervisor's knowledge of the circumstances of the particular case, a medical **certificate** may not be required.

**Payment** for absences beyond one week will be made in accordance with the terms of the Employees' Benefit Plan to eligible employees.

15.2 Foremen and **other** supervisory employees are specifically instructed by the Company to see that all employees suffering from sickness or meeting with accidents when away from their Normal Headquarters on Company business shall receive prompt and proper attention and accommodations. In cases where payment for the same is not covered by regulations, such matters shall be referred to the Department Head for ruling.

15.3 An employee who, because of sickness or other reasons, is unable to report for work shall notify his immediate supervisor or supervisor's representative as soon as possible and whenever possible by the time he is due to report. In no case shall such notice exceed six (6) hours. An employee who fails to provide such notice may be subject to the loss of one (1) day's pay for the said day of absence.

Notifications may be made by the absent employee or on his behalf by such person as he may designate.

The immediate supervisor is to advise members of his staff the reporting system to be followed when he is absent.

#### **EXTRA TIME - 16**

16.1 Employees may, if they so request, work on a schedule of over 38 hours per week at the basic wage rate to make up "lost time" or in advance of time to be taken off. In case of a working group the majority request shall decide.

#### **MISCELLANEOUS - 17**

**17.1** The Company does not expect or intend Company management personnel or persons appointed to acting management positions to do work which is normally carried out by employees. However, occasions may arise, such as, in training demonstrations, restoration or maintenance of service in an emergency, and other occasions when in the Company's judgement Company management personnel or persons appointed to acting management positions must perform such work. These occasions should be considered exceptions and not normal operating practice.

17.2 An employee shall not be required to work outside in exceptionally cold or stormy weather, unless under cover, except where, in the judgement of the Company, cases of emergency or necessity exist.

17.3 The Company shall decide what tools are required for the job and shall supply or make them available and shall replace such of these tools as in its judgement,

become obsolete or worn out. Each employee shall be responsible to the Company for all tools assigned to him.

17.4 Relief Periods - see Appendix "D".

#### **TIME OFF FOR UNION BUSINESS - 18**

18.1 Should the Executive of the Union so request, any member may be permitted a reasonable amount of time off without pay in order to transact legitimate Union business as a representative of the said Union. Such request will be by letter (or verbal request followed by a letter) from a member of the Union Executive Board or the Business Manager and shall be made as far in advance as possible.

18.2 The company shall not be required to pay wages or travelling expenses of Union members when they are engaged on general Union matters. Reasonable leave of absence for such purposes will be granted by the Company whenever possible, and on reasonable notice being given by the Union. (See Clause 18.1)

18.3 When it becomes necessary to require the attendance of a Union Committee during working hours, for the purpose of transaction of necessary business with the Company, or for the purpose of giving evidence before the Body set up to deal with any dispute, basic wage rates will be allowed the employee by the Company during attendance at such meeting or hearing, but no extra or overtime shall be allowed. It is recommended that committees meeting with the Company be as small as reasonably possible, both for the purpose of facilitating the transaction of the business at issue, and to avoid undue absence of the employees from duty.

#### **TERMS OF AGREEMENT - 19**

19.1 This Agreement may be amended in any of its terms at any time after a period of twelve (12) months from the date hereof, without invalidating the Agreement or its duration period. Any such additions or amendments negotiated by the parties hereto shall be incorporated in the Agreement, and any revocations struck out. (See clause 1.3.)

19.2 Any notice of cancellation shall be made in writing by either party to the other, not less than three (3) months before the cancellation date. In the event of either party desiring to negotiate a new Agreement, the parties shall arrange to meet for negotiations as soon as possible after notice of cancellation of this Agreement has been served.

In WITNESS THEREOF the parties hereto have caused this Agreement to be executed by their authorized representative this \_\_\_\_\_ day of \_\_\_\_\_, 1996

Signed in the presence of:

MARITIME TELEGRAPH & TELEPHONE COMPANY., LTD.

Allan H. Loh

D. J. Lamm  
VICE PRESIDENT - OPERATIONS

Allan H. Loh

Wanda G. Beard  
DIRECTOR OF HUMAN RESOURCES

ATLANTIC COMMUNICATIONS & TECHNICAL WORKERS UNION

Allan H. Loh

D. Wilson  
PRESIDENT

Allan H. Loh

Casey J. Finney  
BUSINESS MANAGER

**WAGE SCHEDULES - CRAFT EMPLOYEES**  
**Group 1 & 2**  
**WEEKLY RATE IN DOLLARS**  
**HOURLY RATE -WEEKLY RATE DIVIDED BY 38 HOURS**

**Interval** in Months

	<b>Group 1</b>	<b>Group 2</b>
Start	474.40	474.40
6	509.23	509.23
12	545.36	545.36
18	582.42	582.42
24	616.14	616.14
30	658.66	658.66
36	703.68	703.68
42	758.72	757.55
48	830.31	822.57

**Labour Rate - Nova Scotia minimum hourly rate plus \$2.85**

**GROUP 1**

- C.O. Equipment Installer
- Apparatus Shop Technician Sr.
- Customer Service Technician
- Customer Service Support Technician
- Network Service Technician
- Facilities Technician
- P.B.X. & Special Services Technician
- Splicer

**GROUP 2**

- Line Technician

NOTE: Employees classed as Customer Service Support Technician Sr. or Network Service Technician Sr. shall receive a differential of \$2.60 per week over the Group 1 rate. No new Customer Support Technician Sr. or Network Service Technician Sr. shall be appointed.

Employees classed as C.O. Equipment **Installer** Sr. shall receive a differential of Twenty Dollars per week over the Group 1 rate.

It is understood and agreed that effective with the signing of this collective agreement splicers may be required to transfer loops from terminal to terminal on existing plant and new construction.

**WAGE SCHEDULES - CRAFT EMPLOYEES  
 GROUP 4, "In Charge", Class 1 & Class 2  
 WEEKLY RATE IN DOLLARS  
 HOURLY RATE - WEEKLY RATE DIVIDED BY 38 HOURS**

**Interval in Months**

	<b>Group 4 "In Charge"</b>	<b>Group 4 Class 1</b>	<b>Group 4 Class 2</b>
Start	490.40	474.40	412.03
6	525.23	509.23	424.74
12	561.36	545.36	446.23
18	615.34	599.34	459.11
24	648.37	632.37	488.21
30	681.80	665.80	509.58
36	719.44	703.44	
42	754.99	738.99	
48	786.23	770.23	

**CLASS 1 - Garage Mechanic**

**NOTE:** Weekly rate for Garage Mechanic "In Charge" shall be sixteen dollars more than the rate for Garage Mechanics.

**Class 2 - Garage Service Attendants**

**Labour Rate - Nova Scotia minimum hourly rate plus \$2.85**

**WAGE SCHEDULES - CRAFT EMPLOYEES  
GROUP 5 & Field Storekeeper  
WEEKLY RATE IN DOLLARS  
HOURLY RATE - WEEKLY RATE DIVIDED BY 38 HOURS**

**Interval in Months**

	<b>Group 5</b>	<b>Field Storekeeper</b>
Start	474.40	500.40
6	509.23	535.23
12	545.36	571.36
18	563.98	589.98
24	583.01	609.01
30	600.93	626.93
36	619.59	645.59
42	638.16	664.16
48	656.43	682.43

**Storekeepers and Shippers**

NOTE: Weekly rate for Field Storekeepers shall be twenty-six dollars more than the rate for Storekeepers and Shippers. A differential of twenty-six dollars shall be paid to Storekeepers and Shippers while acting as a driver of a supply vehicle. Employees on staff as of February 2, 1981, will not be forced to drive a supply vehicle.

Labour Rate - Nova Scotia minimum hourly rate plus \$2.85

**WAGE SCHEDULES - CRAFT EMPLOYEES**  
**GROUP 6 & 7**  
**WEEKLY RATE IN DOLLARS**  
**HOURLY RATE - WEEKLY RATE DIVIDED BY 38 HOURS**

Interval in Months

	<b>Group 6</b>
Start	421.40
6	460.40
12	499.27
18	538.22
24	577.08
30	616.04
36	
42	
48	

**Maintenance Technician and Mail Car Chauffeur**

NOTE: This wage schedule provides a "Starting Wage Rate" and a "Maximum Wage Rate". Employees may, depending on their experience, be hired at any wage rate within this range. Employees who are not receiving the maximum wage rate are entitled to wage increases every six months; in no case shall an employee take more than thirty (30) months to reach the maximum, they may however, reach it in a shorter time depending upon their starting wage rate.

Labour Rate - Nova Scotia minimum hourly rate plus \$2.85

Interval in Months

	<b>Group 7</b>
Start	474.40
6	509.23
12	545.36
18	570.29
24	592.14
30	613.75
36	635.46
42	657.08
48	678.80

Apparatus Shop Technician

Equipment Repair Shop Technician

Labour Rate - Nova Scotia minimum hourly rate plus \$2.85

**WAGE SCHEDULES - CRAFT EMPLOYEES**  
**GROUP 9, Class 3 & 4**  
**WEEKLY RATE IN DOLLARS**  
**HOURLY RATE - WEEKLY RATE DIVIDED BY 38 HOURS**

**Interval in Months**

	<b>Group 9 Class 3</b>	<b>Group 9 Class 4</b>
Start	474.40	383.87
6	509.23	398.85
12	545.36	423.68
18	567.25	447.98
24	588.91	469.30
30	610.99	495.12
36	632.59	532.24
42	654.55	572.16
48	676.22	

**CLASS 3 - 3rd Class Engine Operators**

NOTE: Weekly rate for Engine Operators "In Charge" shall be six dollars and fifty cents more than the rate for Engine Operators.

**CLASS 4 - 4th Class Engine Operators**

NOTE: Weekly rate for Engine Operators "In Charge" shall be six dollars and fifty cents more than the rate for Engine Operators.

Labour Rate - Nova Scotia minimum hourly rate plus \$2.85

**WAGE SCHEDULES - CRAFT EMPLOYEES  
GROUP 10  
WEEKLY RATE IN DOLLARS  
HOURLY RATE - WEEKLY RATE DIVIDED BY 38 HOURS**

**Interval in Months**

	<b>Group 10</b>
Start	474.40
6	509.23
12	545.36
18	582.42
24	619.49
30	658.66
36	702.98
42	757.02
48	815.77

**Printers**

Labour Rate - Nova Scotia minimum hourly rate plus \$2.85

NORMAL HEADQUARTERS BY DISTRICT

APPENDIX "B"

**District 1**

Arichat  
Baddeck  
Cheticamp  
Glace Bay  
Ingonish  
**Inverness**  
**Louisdale**  
New **Waterford**  
North Sydney  
Marion Bridge  
Port **Hawkesbury**  
St. Peters  
Sydney  
Whycocomagh

**District 2**

Amherst  
Antigonish  
Canso  
**Guysborough**  
Mulgrave  
Melrose  
New Glasgow  
Pictou  
Pugwash  
Oxford  
Parrsboro  
Sheet Harbour  
Sherbrooke  
Shubenacadie  
**Springhill**  
Tatamagouche  
Truro

**District 3**

Bedford  
Halifax/Dartmouth  
Hubbards  
Sackville

**District 4**

Annapolis  
Barrington  
Berwick  
**Bridgewater**  
Canning  
Chester  
Digby  
Kentville  
Kingston  
Liverpool  
Lunenburg

Meteghan  
**Middleton**  
Shelburne  
Windsor  
Wolfville  
Weymouth  
Yarmouth

**DEFINITIONS OF CLASSIFICATIONS  
MARITIME TEL. & TEL. CO., LTD.**

APPARATUS SHOP TECHNICIAN - Those employees engaged in the conversion and repair of subscribers station and general telephone equipment.

APPARATUS SHOP TECHNICIAN, SR. - One who checks and tests converted or repaired subscribers' station equipment, prepares shop employees' time records and work reports, follows up and completes shop orders, places orders for shop material and supervises work in Apparatus Shop during the absence of the Apparatus Shop Foreman.

CUSTOMER SERVICE TECHNICIAN - Those employees engaged in the maintenance, installation and removal of loop and station equipment and maintenance work on outside plant. Service order wiring and maintenance on mainframes in unmanned offices may be required.

CUSTOMER SERVICE SUPPORT TECHNICIAN - Those employees engaged in dispatching and guiding of the **workforce**. They are also required to do the duties of tester and analysis of telecommunication plant and will do system support.

ENGINE OPERATORS - CLASS IV - Those employees who hold a certificate of qualification authorizing them to operate any one or more of the kinds of plants defined in the Engine Operators Act of Nova Scotia and requiring a Class IV Certificate, and working on a job where this Certificate is necessary.

These employees will be primarily engaged in operation, maintenance and cleaning of heating, ventilation and refrigeration plants, requiring a Class IV Certificate. They may also perform minor repairs and maintenance on the plants for which they are responsible as well as other associated routine building assignments including care of grounds, buildings, parking, security and fire prevention.

ENGINE OPERATORS - CLASS III - Those employees who hold a certificate of qualification authorizing them to operate any one or more of the kinds of plants defined in the Engine Operators Act of Nova Scotia and requiring a Class III certificate and working on a job where this certificate is necessary.

These employees will be primarily engaged in the same duties as an Engine Operator Class IV as described above, but requiring a Class III Certificate.

ENGINE OPERATORS IN CHARGE - Those Engine Operators, who are authorized to assign and check work of other house service employees.

EQUIPMENT INSTALLERS - Those employees engaged in the installation, rearrangement, repair and removal of central office equipment or PABX, PBX or other special subscriber station equipment.

EQUIPMENT INSTALLERS, SR. - Those employees engaged in large installations of central office equipment, who when working directly under a foreman on the job, have two but not over eight full time employees working with them and under their direction, When there is no foreman on the job, they shall have two but not over four full time employees working with them under their direction.

EQUIPMENT REPAIR SHOP TECHNICIAN - Those employees engaged in the conversion and repair of PBX, PABX and central office equipment.

FACILITIES TECHNICIAN - Those who make facilities investigations for service requests in areas outside the scope of normal assignment procedures, and when necessary, prepare routing orders to provide facilities. They establish wiring limits for the preparation and revisions of terminal assignment records, performing such other duties as may be assigned to expedite the clearance of held applications and regrade requests. They climb poles when necessary in the performance of their duties.

GARAGE MECHANICS - Those who repair, replace and adjust mechanical, electrical and body parts of passenger cars and trucks, buses and other automotive equipment. Where only one mechanic is on duty, may be required to perform the duties of a Garage Service Attendant.

GARAGE SERVICE ATTENDANT - Those who perform all work necessary to service motor vehicles; including refuelling, checking water, oil levels, tire pressure, batteries, antifreeze, etc. Also including waxing and simonizing, lubrication, tire changing, placing and adjusting chains or other related duties.

LINE TECHNICIAN - Those employees engaged in the work of construction and reconstruction of pole lines, aerial wire, aerial and underground cable, and other items of outside plant.

MAIL CAR CHAUFFEURS - Those employees who operate a motor vehicle used to transport mail, parcels, supplies and other items. At designated locations they are required to pick up and deliver the items they transport. They sort mail, load and unload their vehicle, act as messengers to deliver and pick up some of the items transported; may be required to sign for and handle registered mail and other valuable items.

MAINTENANCE TECHNICIAN - Employees primarily engaged in cleaning buildings, or building equipment, maintaining grounds and premises, May be called upon to do

maintenance work on buildings and fixtures, telephone booths, as well as operation and maintenance of heating, ventilating or similar equipment.

NETWORK SERVICE TECHNICIAN - Those employees primarily engaged in the maintenance and operation of C.O. equipment and associated equipment; all hardware and software associated with the equipment and extended locations.

P.B.X. & SPECIAL SERVICE TECHNICIAN - Those employees engaged in the **installation** and maintenance of private branch exchange equipment, also teletype, mobile radio or other special station equipment.

PRINTERS - Those employees engaged in the Print Shop who perform all work necessary to **print**, bind, and produce the telephone directories and other printed matter.

SPLICERS - Those employees employed in the construction and maintenance of cable plant, aerial, underground and submarine.

STOREKEEPERS & SHIPPERS - Those employees engaged in the receiving, unpacking, checking and storing of the Company's stores. These employees are also required to select, pack and ship items from the Company stores as directed. They may be called upon to maintain basic records and carry out other duties related to the maintenance of the Company's stores such as sorting and reclassifying material, loading and unloading vehicles, taking inventories or other related duties. May also be required to perform the duties of driver.

**SUBJECT: Relief Periods**

**1. GENERAL**

1.1 This Appendix is issued for your information and guidance.

**2. DETAIL**

2.1 The Company recognizes the right of employees, subject to the limitations imposed by service demands and special job conditions, to take relief breaks.

2.2 The variety of working conditions makes it difficult to standardize relief break procedures. The following are general principles which should be observed.

- (a) There shall be two (2) relief periods each day and their duration should not exceed fifteen (15) minutes each. Employees should not be absent from their jobs in excess of this period.
- (b) The first relief break shall not be taken earlier than one and one-half (1 1/2) hours after the commencement of the tour of duty, and not later than one (1) hour before the meal hour commences. The same conditions apply to the second half of the tour of duty.
- (c) In observing relief breaks, employees, especially those working away from their supervision, should exercise good judgement, **i.e.**

Customer Service Technicians should not leave customers' premises until their assignments have been completed, except in the cases of large jobs of prolonged duration. **Inconvenience** to the customer must be avoided.

Construction crews should not leave the job site in order to procure refreshments. When these can't be purchased at the location, they should be obtained before going to the job or on route for consumption during the break.

**Record of Continuity  
Craft**

The date of the original issue of these schedules is July 1, 1941. A detailed record of the amendments made since that date up to and including those made effective June 18, 1967 may be found in the copy of the Agreement dated June 29, 1969.

A further record of continuity covered amendments made between June 29, 1969 and covering October 9, 1976 is found in the copy of the Agreement dated July 6, 1975.

A further record of continuity covering amendments made between July 7, 1975 and covering November 13, 1982 is found in the copy of the Agreement dated November 14, 1982.

A further record of continuity covering amendments made between November 10, 1982 and up to and including October 31, 1992, is found in the copy of the Agreement dated November 1, 1992 to October 28, 1995.

**Record of Continuity  
Craft**

The agreement was amended effective November 15, 1992 to provide the following:

- a) Clause 1.2, Change dates for wage schedule.
- b) Clause 1.6, Add the Company will provide training required and in a timely manner.
- c) Clause 2.3, Change length of temporary employment from shall not exceed 4 months in any 12 month period to 20 weeks and one week training if required in any 12 month period.  
  
Add **temporary** employees can be hired to do work of a non-skilled nature.
- d) Clause 3.2(b), Change part time employees wage progression intervals from 1000 hours to 1040 hours.
- e) Clause 3.5(c), Change to part time employees vacation will be paid in proration to the forecasted hours to be worked in the calendar year.

- f) Clause 6.2, Add the Company will provide the Union with 30 calendar days notice of pending lay off.
- g) Clause 6.4(b), Add experience gained through temporary appointments will not be a factor on job postings • performance will be assessed.
- h) Clause 6.6, An employee acting in a management position will be paid 10% above his wage group or 10% over the wage rate he is supervising, whichever is greater.
- i) Clause 9.2(a), Add Scheduled Days Off will be provided every 16 weeks as of January 9, **1994**.
- j) Clause 9.2(a), Add Scheduled Days Off will be provided every 8 weeks as of January 8, 1995.
- k) Clause 9.4, Add to the standard lunch period that may be adjusted to 30 minutes by mutual agreement.
- l) Clause 12.13, Add employees scheduled to work on Easter Sunday will be paid basic wage rate plus 1.5 times basic wage rate.
- m) App. A - Change weekly wage rates in dollars for all groups.

Add Labour hourly rate of N.S. minimum wage plus \$2.85.

Change Cola provision in 1994 if N.S.CPI exceeds 4% and in 1995 if N.S.CPI exceeds 3.2%.

Change Combination Repair Tech, Exchange Repair Tech, and Loop & Station **Installer** to Customer Service Tech from Group 2 to Group 1.

Change Frame Technician from Group 2 to Group **1** in Network Service Technician. Change C.O. Local and C.O. Toll to Network Service Technician.

Change Dispatcher and Tester to Customer Service Support Tech.

Change Janitor from Group 2 to Group **1** as a Maintenance Tech. Change Utility Person to Maintenance Tech.

Change Notes re: Sr. Tester to Customer Service Tech.

Add Splicers may be required to transfer loops.

- n) Appendix "C", add definitions for Customer Service Tech., Customer Service Support Tech., Maintenance Tech., and Network Tech.

Delete definitions for C.O. Toll, **C.O.** Local, Combination Repair, Dispatcher, Exchange Repair Tech, Frame Tech, Janitor, Loop & Station installer, Testers, and Utility Person.

- o) Letter of Understanding: Laid Off Craft Employees (1991) Post Expiration of Recall Rights.

- p) Letter of Understanding: Home Dispatch. The Company and Union will study merits of Home Dispatch.

**Record of Continuity**  
**Maritime Tel & Tel**  
**April 1996**

- a) Clause 2.8, Change to regular schedule of hours of "Shift Employee"
  - b) Clause 2.9, Change to regular scheduled tour
  - c) Clause 6.3, Change in wording for contracting out work
  - d) Clause 7.4, Mid tour meal allowance of \$7.00 for employees working away from their normal headquarters.
  - e) Clause 7.6 a,b,c, Mid tour meal allowance of \$7.00 when employee is transferred on a temporary basis from Halifax to Dartmouth, Dartmouth to Halifax
  - f) Section 9, Rewritten to change daily and weekly standard hours. A work week is 38 hours. Scheduled hours will be posted four weeks in advance. Company agrees to give an employee seven days notice by posting or in writing when their scheduled tour is to be changed or if the employee is to be temporarily transferred outside their Normal Headquarters.
  - g) Clause 11.3(a), Shift differential will apply between the hours of 1900 of one day and 0700 of the following day.
  - h) Clause 12.9, Added: An employee who is scheduled to work on a Paid Holiday shall not be scheduled to work in excess of eight hours unless by mutual agreement.
- Clause 15.3, Rewritten and moved to Common Section 13 (Workers' Compensation)
- j) Section 16, Rewritten and moved to Common Section 12 (Time Allowance)
  - k) Section 17, Extra Time changed to Section 16
  - l) Section 18, Misc., Rewritten to delete Clause 18.3 and renumbered to Section 17
  - m) Section 19, Time off For Union Business, renumbered to Section 18
  - n) Section 20, Terms of Agreement renumbered Section 19.

- o) Letters of Agreement added - Vacation Treatment 38 Hours; Work Overlap; Contracting Out; **Workforce** Reduction; Letter re: Transition Plan Fund
- p) Appendix A - New Wage Schedule
- q) Appendix B - Revised Normal Headquarters by District
- r) Changes to TLO Procedure and renamed Appendix **J**
- s) Memorandum of Agreement signed May 1, 1996

AGREEMENT  
ON  
LAY OFF PROCEDURE  
BETWEEN:  
MARITIME TELEGRAPH AND  
TELEPHONE COMPANY, LIMITED

-and-

ATLANTIC COMMUNICATIONS AND  
TECHNICAL WORKERS UNION  
on behalf of its members

This Agreement dated this February 2, 1983 pertains to employees in the Craft Bargaining Unit.

The Company and the Union agree to implement the following procedure to deal with lay offs of employees with the bargaining unit.

(1) When the Company determines that a lay off is necessitated; it shall lay off the junior employees in the classification in the District.

(2) "Classification" means one of the classifications listed in Appendix "C" to the Collective Agreement between the parties.

(3) The employee to be laid off shall be entitled to bump the most junior employee in any other classification in the District, provided the laid off employee has actual experience in the classification with the Company.

(4) "Actual Experience" means hands on experience with Maritime Tel. & Tel. or **Island** Tel. and the present ability to do the job.

(5) A review board of two bargaining unit employees and two management persons will review any disputes an employee may have of the Company's assessment of actual experience. If no agreement is reached by the review board the employee is entitled to go to arbitration.

(6) If the laid off employee bumps into another classification in the District, he shall be responsible for all expenses associated with that decision. However, if the decision necessitates travel to another area, the Company will provide a relocation allowance for up to four weeks, the amount to be paid being equivalent to home board.

(7) If the Company transfers an employee to another area, the transfer shall be in accordance with the provisions of the Collective Agreement. If such a transfer is treated as a temporary transfer, the Company agrees that it shall not be for a period greater than one year unless both parties agree to an extension. If the position is determined to be permanent, the employee to be transferred will be selected in accordance with Clause 6.1 of the Collective Agreement.

(8) The Company will provide a Company-wide list of part-time, casual, temporary and probationary employees in the bargaining unit and will offer the **opportunity** for any regular, full time employee who is being laid off to bump anyone on **this** list. The right to bump is subject to the laid off employees having the ability to do the job. Any expenses incurred shall be the responsibility of the laid off employee.

(9) An employee who is to be laid off and is unable to bump into another classification within the affected district has the right to replace the most junior employee in his same classification within the Company, where he has the present ability to do the job and providing the employee being bumped has less seniority than the employee originally identified for lay off. This employee who bumps shall be responsible for all expenses associated with that decision. However, if the decision necessitates travel to another area, the Company will provide a relocation allowance for up to four weeks, the amount to be paid being equivalent to home board.

(10) Any expenses associated with the recall of a laid off employee shall be the responsibility of that employee.

## LETTER OF INTENT

The Company agrees by this Letter of **Intent** to provide certain benefits to employees in the Craft bargaining unit who are required to leave mainland Nova Scotia to work on offshore drilling rigs or Sable Island.

These benefits are as follows:

- (1) The Company agrees to provide all employees appropriate and required survival training in preparation to work on offshore rigs and Sable Island.
- (2) The Company agrees to provide appropriate personal clothing which is made necessary by the particular working conditions of the offshore. Furthermore, the Company will make available to employees survival suits, although these will remain the property of the Company.
- (3) The Company agrees that travel to and from the offshore by boat will be on a voluntary basis. Normally travel will be by plane or helicopter. It is to be noted that this is subject to situations occurring which are beyond the control of the Company.
- (4) With respect to normal operating conditions on Sable Island, the Company agrees that two of the employees shall have training in first aid. It is recognized that short-term situations may exist where this is impossible.
- (5) The Company will endeavour to work with the rig owners to upgrade the standard of accommodations made available to employees. It is recognized that the ultimate determination of this is not within the control of the Company.
- (6) The Company agrees to provide an additional \$200,000.00 of accidental death and dismemberment insurance for each employee assigned to the offshore from the time of departure to the time of arrival back on the mainland.
- (7) Although the Company cannot guarantee specific limitations on work shifts due to the nature of the work being performed, it is agreed that every effort will be made to ensure that a work schedule will not exceed one week and will be assigned on that basis.
- (8) If the employee is required to depart from or arrive at a mainland site other than that normally used, arrangements will be made to provide expense monies as determined to be necessary by local supervision.

- (9) The Company agrees to guarantee employees travelling to/from or working on Sable **Island** a minimum of twelve (12) hours basic pay per day. Employees travelling to/from or working on offshore rigs will be guaranteed a minimum of sixteen (16) hours basic pay per day.

## INFORMATIONAL

The following excerpt from the book entitled "Your Company, Your Job, Your Benefits" is listed for informational purposes only; it does not constitute part of this Agreement.

## SICKNESS DISABILITY BENEFITS

The **following** table indicates the scale of benefits payable for time absent due to sickness **and/or** disability.

SERVICE	SCALE OF BENEFITS	
	Weeks at FULL PAY	2/3 PAY
3 Months	1	16
1 Year	2	15
2 Years	4	13
3 Years	5	13
4 Years	6	17
5 Years	7	21
6 Years	8	25
7 Years	9	29
8 Years	10	33
9 Years	11	37
10 Years	13	39
15 Years	26	26
20 Years	39	13
25 Years & Over	52	-

## TERMINATION ALLOWANCE

Termination Allowance may be paid to regular employees on termination of employment on account of lay off due to lack of suitable work, provided there is no prospect for re-engagement of the employee on a regular, temporary or part-time basis.

To be eligible, an employee must have at least two years' service and must not have been dismissed for cause nor have resigned voluntarily.

The scale of benefits provides an allowance equivalent to one weeks pay for each full year of service up to ten (10) years and thereafter two (2) weeks pay for each additional year of service up to a maximum of forty-nine (49) weeks' pay.

#### EDUCATIONAL ASSISTANCE INFORMATIONAL

The following information regarding the Company practice on educational assistance is included for easy reference only and does not form part of this Agreement.

MT&T encourages employees to continue their own self-development. To this end financial assistance to those who continue their education by taking courses which will contribute to their growth and development and enable them to make a more effective contribution towards the corporate effort is provided.

Regular employees with six (6) months service at the completion of the course will be eligible for reimbursement of 75% of the cost of tuition and text books for approved courses successfully completed up to a maximum of \$1000 in any calendar year.

Courses towards secondary education and university degrees are generally acceptable but most correspondence courses are not eligible. You must have your application for assistance approved by Human Resources Department.

Further details may be obtained through your supervisor.

MEMORANDUM OF AGREEMENT  
between  
MARITIME TEL. & TEL. CO., LTD.  
and  
ATLANTIC COMMUNICATION & TECHNICAL WORKERS  
UNION  
re

Locating of employees (covered by the Plant Workers Agreement) in  
Communities outside Normal Headquarters Communities

1. Employees who reside in a community outside the Normal Headquarters Exchange and who normally work in **that** same general location may be reassigned to a reporting centre within his/her community. This reporting centre will only be assigned after **mutual** agreement between the Company, employee and Union.
2. The employee will begin and end his tour of duty at the **reporting** centre with no board, lodging and travel expense allowed.  
  
An employee temporarily transferred away from his reporting centre will be treated in accordance to Section 8 and for that purpose the reporting centre shall be treated as the employee's Normal Headquarters.  
  
Employees working over a ten (10) KM radius from their reporting centre over the meal period and incurring a meal expense, shall have that meal expense paid.
3. If the employee transfers to another area, or for some other reason is not available for continuing service in that area, and it is deemed advantageous to continue with a similar form of "localized" customer service in that area, other employees living in the same exchange and performing the same job functions will be offered the opportunity to transfer to that **reporting** centre. The most senior employee willing to transfer will have first opportunity for reassignment.
4. The community involved will not be considered a Normal Headquarters as listed in Appendix "B" of the Collective Agreement.
5. This memorandum of agreement shall be for a term commencing with ratification of the Collective Agreement dated 1990 November 04 and shall terminate with the ratification of the next Collective Agreement. Pending agreement by both **parties**, this agreement may be incorporated in the next Collective Agreement.

Signed at Halifax, Nova Scotia, this 26th day of February 1991.

FOR THE COMPANY

FOR THE UNION

G.H. Geldert  
Vice President - Operations

Carl E. Simpson  
Business Manager

LETTER OF UNDERSTANDING

BETWEEN

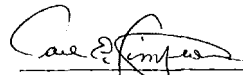
AC.& T.W.U. AND MARITIME TEL. &TEL. CO., LTD.

Subject: Home Dispatch

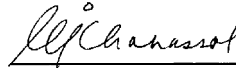
This letter will affirm the mutual understanding and willingness on the part of the Union and the Company to participate in a joint committee to study the merits of Home Dispatch.

At the conclusion of the study the committee will report its findings to the Company and the Union.

IN AGREEMENT WITH:



C. E. Simpson  
Business Manager  
AC.& T.W.U.



W. J. Chabassol  
General Manager  
Industrial Relations  
Maritime Tel. & Tel.

## TEMPORARY LAY OFF PROCEDURE

During the term of this Plant Workers collective agreement, the Company will be faced with ongoing change which may necessitate the reduction of the **workforce**. One alternative to improve the opportunity for employment continuity is the implementation of a Temporary Lay Off (TLO) procedure under the principles defined below:

1. The Temporary Lay Off will be for a minimum of four (4) consecutive weeks and may be to a maximum of forty (40) consecutive weeks and may apply in one or more classifications in one or more Districts depending upon the Company's assessment of the situation. The Union will be provided with a minimum of fifteen calendar days notice pending TLO.
2. Surplus **workforce** will be identified by District (see Appendix C) and Classification as defined by the rules for permanent lay off. Employees will be given notification equal to the notification outlined in section 6.1. Employees identified as surplus who wish to exercise the bumping rights that would have applied under the terms of a permanent lay off, will be entitled to do so to provide employment continuity within the bargaining unit. Employees on TLO will not be provided further bumping rights under section six (6) unless the employee is recalled to permanent employment and subsequently becomes surplus.
3. Employees who are surplus at the end of the bumping process, will be placed on Temporary Lay Off (TLO) if other available options have not been exercised by the employee. In order to participate in the TLO the employee must be willing to accept job opportunities when they are offered and shall not refuse recall either on a temporary or permanent basis unless for proper and sufficient cause. It is the responsibility of the employee on TLO to keep the Company informed of their whereabouts and how they may be contacted.
4. Employees on TLO will receive payment equivalent to UIC and the 10% top up of weekly earnings during the first two week waiting period when no UIC benefits are paid. The employee will be paid 10% of weekly earnings for all other weeks on the TLO except for the time recalled either on a temporary or permanent basis. Employees must be in receipt of UIC to be eligible for a top up under the TLO in accordance with the Supplemental Unemployment Benefit (Attachment 1). This top up is contingent on the availability of the Supplemental Unemployment Benefit Plan as it presently exists.
5. Employees on TLO are eligible to apply for all job postings within their bargaining unit and will be considered based on seniority, ability and qualifica-

tions. TLO employees will be given equal opportunity for all non-management vacancies through **the** job posting process in other bargaining units, subject to any contract binding on the Company. Successful applicants will have moving expenses associated with the job postings paid according to General Circular Chapter **J**, Topic 11, as revised 95 06.

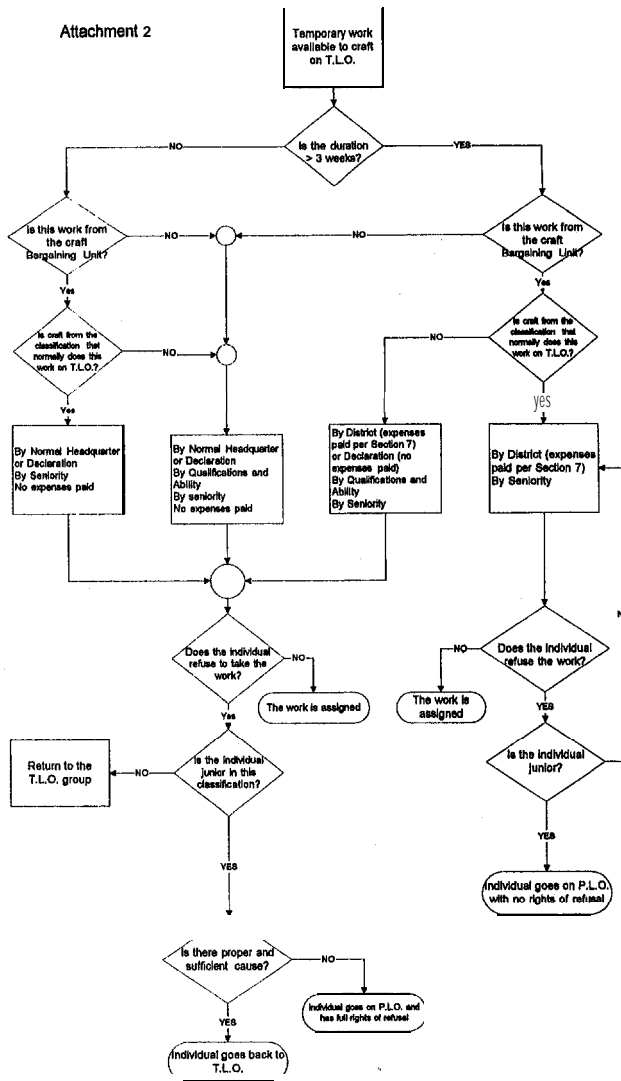
6. Employees on TLO will be recalled for temporary and permanent work in accordance with Attachment 2. Employees recalled into work on the above basis will be paid at a **rate** equivalent to the position or at the rate of UIC plus the 10% top up, whichever is greater. Temporary work is defined as work of one week or more duration and but not exceeding twenty-six weeks unless by mutual agreement between the Company and the Union.
7. The Company agrees to maintain the level of benefits for TLO employees as outlined in Attachment 3.
8. Employees who refuse employment as indicated above will be placed on Permanent Lay Off and severance as defined in Appendix **H** "Termination Allowance, will be paid at this time. No further bumping right will apply at this time.
9. The Company agrees that it will not contract out work where regular employees, who have the actual experience to do the work, are on lay off and the necessary special tools and equipment are available. The Company also agrees that it will not lay off regular employees where contractors are carrying out work in that classification providing any necessary special tools and equipment necessary to do the job are available.
10. The Company agrees **that** temporary appointments beyond one week in duration will not be made into classification(s), in the District, where employees in the same classification are on temporary lay off. Temporary appointments of less than one week duration will only be made after the opportunity to do the work has been offered to those employees in that classification in the district on TLO.
11. The Company agrees that temporary transfers from one district to another into classifications where employees are on temporary lay off will not exceed four (4) weeks.
12. When work is available that would require scheduled overtime (i.e. one **(1)** day but less than five (5) days) and a person in the same classification in that Normal Headquarters or by declaration (in the same classification without expenses) is on TLO, the work will be offered to that person where feasible.

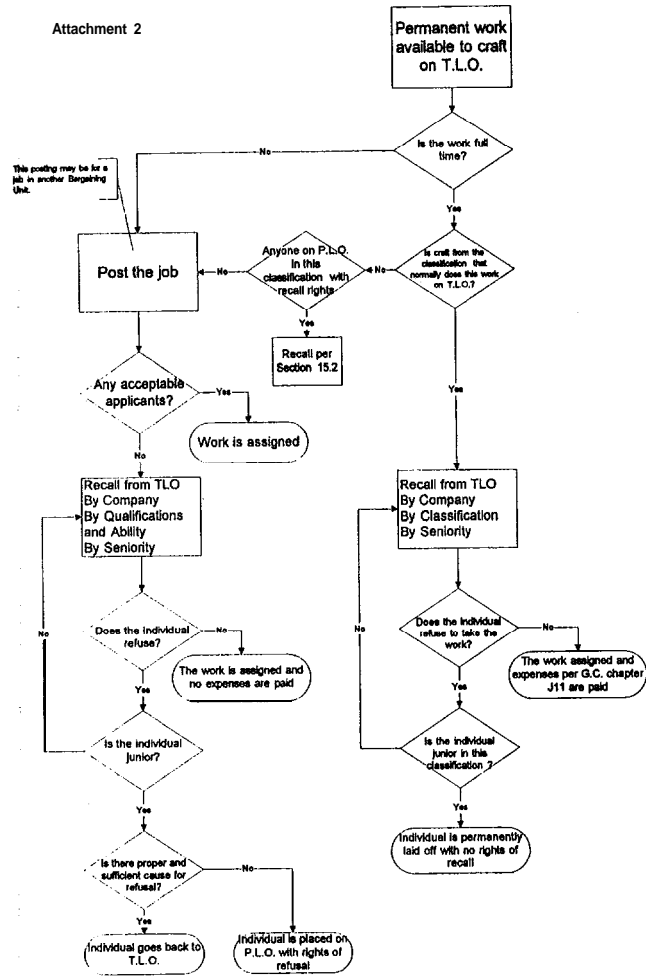
13. At the end of a twenty-six (26) week period, if a surplus **workforce** continues to exist, the Company and the Union will meet to determine the implementation of the alternative plans to achieve the reductions on or before the end of a forty (40) week period. Those employees who remain surplus at the end of the 40 weeks shall be given one of the following three options and must make their choice known to the Company in the last two weeks of the TLO.
  - (i) immediate permanent layoff with no additional bumping rights and two years recall rights, all as provided for in the Collective Agreement; or
  - (ii) immediate severance of employment with no recall rights and receipt of a lump sum equivalent to the greater of six months salary or the employee's entitlement based on years of service under the Company's Voluntary Severance Offer; or
  - (iii) six **months salary** to be paid in equal bi-weekly instalments. Employees choosing this option must be available to perform whatever work the Company has available, both within and outside the bargaining unit, with no additional remuneration. These employees will be eligible for job postings during the six month period, shall be in receipt of benefits, and shall accumulate service and seniority. If no permanent position is offered to the employee during this six month period, the employee shall be terminated at the end of the six months with no further notice requirements or recall rights.
14. A committee of equal union and management representation will be formed to resolve any disputes arising from the administration of this TLO. Notwithstanding the above, either party may refer the matter to the grievance and arbitration process.

ATTACHMENT 1

- (A) The Company agrees to participate in the Supplemental Unemployment Benefit (SUB) Plan for employees on TLO as per the terms and conditions defined by the Unemployment **Insurance** Act.
- (B) Employees on temporary lay off who are in receipt of U.I. Benefits are eligible to receive a benefit from the S.U.B. Plan.
- (C) The S.U.B. Plan benefit will be 10% of the employee's weekly earnings.
- (D) Employees on T.L.O. will receive **payment** equivalent to UIC and the 10% top up of weekly earnings during the first two week waiting period when no UIC benefits are paid.
- (E) Earnings from supplemental unemployment benefits will be counted as personal earnings.
- (F) Participation in ESSP will be limited to 10% of the maximum earnings from the weekly supplemental unemployment benefit and unemployment insurance payment.
- (G) Employees on TLO/SUB will be eligible to receive wage adjustments and progressions subject to the Company's level of participation in the SUB.
- (H) SUB payments will be financed by the employer. A separate accounting will be kept on SUB payments.
- (I) The employer will inform the Canada Employment and **Immigration** Commission of any changes in the plan within thirty days of the effective date of the change.
- (J) Employees do not have a right to SUB payments except for supplementation of U.I. benefits during the unemployment period as specified in the plan.
- (K) Payments in respect of guaranteed annual remuneration or in respect to deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

Attachment 2





ATTACHMENT 3

The Company agrees that for employee(s) on temporary lay off the following applies:

- (A) Time on TLO will be counted for net credited service, seniority, and vacation eligibility.
- (B) Employee(s) can continue their level of participation in the health, accidental death, and other sundry plans.
- (C) Employees injured or who become ill while on TLO are eligible for short term and long term disability upon recall to regular employment subject to the qualifying terms and conditions for these benefits.
- (D) Employees on TLO are ineligible for severance pay.
- (E) The time employees are on TLO does not qualify for vacation time.
- (F) Employees on TLO will be entitled to vacation earned prior to and upon recall to regular employment in the calendar year in which the TLO occurs.

February 16, 1996

LETTER OF AGREEMENT BETWEEN:

MARITIME TEL & TEL CO LTD

AND

ATLANTIC COMMUNICATIONS AND TECHNICAL WORKERS' UNION

RE: **Workforce** Reduction

The Company commits to work together with the Union to avoid permanent layoffs. The Union commits to work together with the Company to achieve the reductions in the required timeframes. When a permanent reduction of hours and associated costs is required, both parties will meet to jointly discuss the option(s) that will be implemented to achieve the desired goals in the timeframes required, in order to avoid a permanent layoff.

Options that may be implemented are defined but not limited to those in the attached appendices (TLO, Reduction of hours, Job Sharing). The Company reaffirms its commitment to other initiatives such as Education Leave of Absence, other leaves of absence, and supplemental training assistance that will also enhance opportunities for employees to find alternative employment. When surpluses exist, the Company will also make reasonable efforts to facilitate alternative employment. The **parties** also agree to seriously consider and implement where reasonable other options that may be brought to the table by either party to avoid layoffs while achieving the reductions in cost and hours.

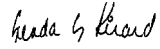
In the spirit of achieving the required reductions in a voluntary manner where possible, the Company has made an early retirement incentive and a voluntary leaving offer available to employees applicable to the years of 1996, 1997 and 1998, with the stipulation that the decision of the employee to leave the Company must be made by June 30, 1996.

The Company also agrees, that when work opportunities exist that would otherwise cause the hiring of staff on either a temporary or permanent basis, these opportunities will be offered to surplus employees in accordance with the guidelines established within the agreements.

The Company agrees that the Union will be given any opportunity to appoint a representative to any re-engineering team that would affect their membership to ensure input to the solutions and understanding of the recommendations.

This Letter of Agreement becomes effective with the signing of this Collective Agreement and remains in effect for the years 1996, 1997 and **1998**.

It is understood that this letter does not modify, amend or abridge the rights of the parties under the Collective Agreement if the conditions outlined in the letter are not met.



Linda L. Pirard  
Manager **Industrial** Relations  
MT&T



Carl **E.** Simpson  
Business Manager  
AC&TWU

LETTER OF UNDERSTANDING

BETWEEN

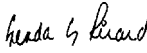
A.C. & T.W.U. AND MARITIME TEL & TEL

SUBJECT: Vacation Treatment 38 Hours

This Letter of Understanding is required to clarify the treatment of vacations for the Plant Workers Bargaining Unit with the adjustment of the work week to a standard of 38 hours and the scheduling of those hours as defined in Clause 9 Working Hours and Schedules.

1. An employee who schedules a week of vacation shall be understood to schedule 5 days equivalent to 38 hours.
2. An employee who subdivides a portion of vacation in a week shall have each vacation day treated equivalent to 7.6 hours with the other non vacation days scheduled to make up a 38 hour week or a 76 hour equivalent during the two week pay period.

February 16, 1996

  
Linda L. Pirard  
Manager **Industrial** Relations  
MT&T

  
**Carl E. Simpson**  
Business Manager  
A.C.&T.W.U.

LETTER OF UNDERSTANDING

BETWEEN

AC&TWU. AND MARITIME TEL & TEL

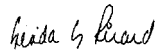
SUBJECT: Work Overlap

The parties agree to initiate a field trial in the area of the **Annapolis-Digby-Weymouth** serving areas for a period beginning with the signing of the agreement. For the trial, craft will not be restricted from doing work in other classifications on an incidental basis, more particularly in remote locations where craft from another classification are not immediately available.

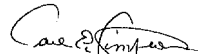
It is further agreed that the performance of duties in other classifications will not negatively impact on the person's performance review.

The parties will meet during the life of this Agreement to determine the results and success of the trial.

February 16, 1996



Linda L. Pirard  
Manager **Industrial** Relations  
MT&T



Carl E. Simpson  
Business Manager  
AC&TWU

**LETTER OF AGREEMENT BETWEEN:**  
Maritime Tel & Tel

and

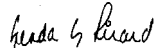
Atlantic Communications & Technical Workers' Union

RE: Contracting Out

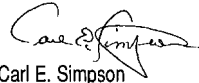
The Company and the Union have agreed to change the terms and conditions related to the contracting out of craft bargaining unit work as it relates to both Temporary and Permanent Lay Off as described in item 9 of the TLO arrangement and clause 6.3 of the Collective Agreement. This letter serves to further clarify the intent of this change as discussed between the parties on March 22, 1996.

It is understood that the work referred to in the above clauses must address the following concerns in order to create employment opportunities. The required levels of service and time frames with respect to delivery of products to our internal and external customers must be considered and the work must represent full time or reasonable part time jobs of at least one day duration. The Company is not intending to divest itself of tools and equipment after lay offs to facilitate the contracting out of work.

This letter will remain in effect to provide clarification to the parties intent with respect to the clauses noted above.



Linda L. Pirard  
Manager **Industrial** Relations



Carl E. Simpson  
Business Manager, A.C.&T.W.U.

April 26, 1996

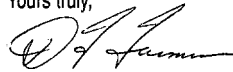
Mr. Carl E. Simpson  
Atlantic Communications  
& Technical Workers' Union  
6148 Quinpool Road  
Halifax, N.S.  
B3L 1A3

Dear Carl:

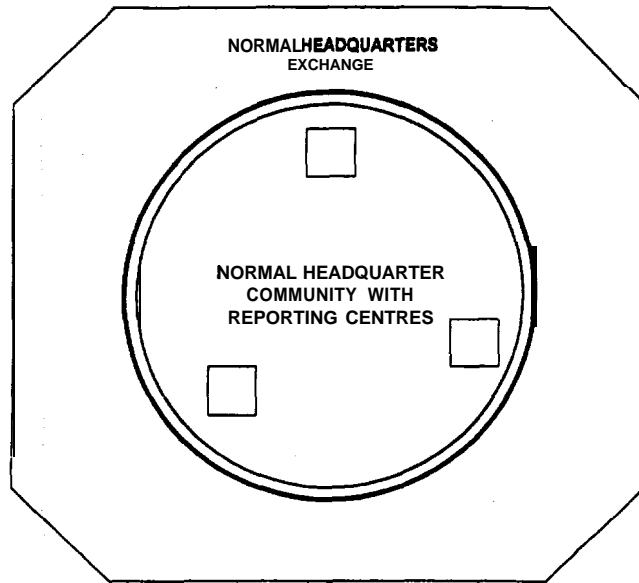
In the interest of cooperation between the Company and the Union with respect to the transition plan the Company commits to establish a fund in the amount of \$120,000. The fund is to be used by the Union during the transition period of 1996, 1997 and 1998 for the purposes of finding and preparing or assisting its members for alternative employment to a maximum of \$2,500 per employee.

The Union will be accountable to submit vouchers to the Company for authorization prior to payment. At the end of 1998 any unused portion of the fund will be distributed equally among the employees.

Yours truly,



Don F. Farmer  
Vice President Operations



- REPORTING CENTRES-CLAUSE 10.1



- EXCHANGE - CLAUSE 7.1

