



**COLLECTIVE AGREEMENT**  
**between**  
**NEWEL COMMUNICATIONS,**  
**NEWEL MOBILITY**  
**and**  
**LOCAL 410 OF**  
**COMMUNICATIONS, ENERGY**  
**AND PAPERWORKERS UNION OF CANADA**

*Effective*  
**August 26, 1999**  
*to*  
**December 31, 2001**

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**ARTICLE 1 - VALIDITY OF AGREEMENT**

1.01 In the event of any provision of this Agreement or of any of the practices established hereby being or being held to be contrary to the provisions of any applicable law now or hereafter enacted, **this Agreement shall** not be nor be deemed to be abrogated, but shall be amended so **as** to make it conform to the requirements of any such law.

**ARTICLE 2 - DURATION**

2.01 This Agreement shall become effective on the date of signing and shall remain in effect until December 31, 2001 and from year to year thereafter unless notice to negotiate in writing is given by either party within four (4) calendar months prior to the expiration of the contract.

**ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 The Union recognizes and agrees that the Company has all the rights, power and authority to operate and manage its plant and business and direct the working forces except only as abridged or limited by the express provisions of this Agreement and/or any documents referred to in this Agreement.

**ARTICLE 4 - RECOGNITION AND SCOPE**

**COMMON**

4.01 The provisions of this Agreement shall apply to employees within the definition of the word "Employee" in Article 22 of this Agreement. "Employee" throughout this Agreement shall mean employee within the Bargaining Unit.

4.02 The Company recognizes the Union as the **sole** and exclusive bargaining agent in respect to rates of pay, hours of work and conditions of employment for all employees of the Company employed throughout the Province of Newfoundland and Labrador in occupations coming within the scope of this Agreement.

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Any new jobs which can reasonably be considered Bargaining Unit occupations created during the term of this Agreement, and requiring a change to Appendix I shall be covered by this Agreement and the rate(s) of pay will be mutually agreed to by the Company and the Union. Failure to agree on the issue of whether the occupation can reasonably **be** considered a bargaining unit occupation and/or rate of pay for such occupations shall be referred to arbitration pursuant to Article 15 of this agreement.

**4.03** The Company and Union agree that there shall be no written or verbal agreements between an employee and the Company which conflict with the terms of the Collective Agreement except where mutually agreed between the employee, the Company and an Officer of the Union. All such agreements shall be in writing and signed by the parties involved. To do otherwise is a violation of the Collective Agreement.

1E3- **4.04** The Company agrees that work normally performed by its employees will be let out on contract only when requirements of the job cannot be met by its regular or temporary forces.

When any major contracts are awarded which involve work normally performed by members of the Bargaining Unit, the Steward of the area involved will be advised.

1E5 **4.05** When work is contracted out, the Company will make every effort to ensure that safety and work standards are met.

**4.05** The Company and the Union agree that they will not unlawfully discriminate against an employee for exercising any rights under this Collective Agreement. There will be no discrimination on grounds forbidden by law.

**4.06** Both the Company and the Union are committed to maintaining an environment in which sexual harassment does not exist.

3A1 The Company and the Union recognize the right of employees to work in an environment free from sexual harassment and each party shall undertake to investigate alleged occurrences with all possible dispatch. If sexual harassment of an employee has taken place, the Company shall take reasonable action to ensure that the sexual harassment ceases. The victim shall be protected from repercussions which may result from their complaint.

## **ADMINISTRATIVE**

**4.01** Management personnel shall not perform work regularly done by employees in the Administrative Unit except under the following circumstances:

- 1) Cases of emergency affecting the safety of employees, damage to equipment, or adversely affecting operations and then only for such time as it is necessary to overcome the emergency.
- 2) For work that is incidental to supervisory duties.
- 3) For instruction or training of employees.

## **OPERATOR**

**4.01** Management personnel shall not perform work regularly done by employees in the Operator Unit except under the following circumstances:

- 1) In cases of emergency affecting the safety of employees, damage to equipment, or adversely affecting operations and then only for such time as it is necessary to overcome the emergency.
- 2) For work that is incidental to managerial duties.
- 3) For instruction or training.
- 4) During periods of fluctuating traffic patterns.

## **TECHNICAL**

**4.01** The Company agrees no employees outside the Technical Unit shall work on any job covered by this Agreement except under the following circumstances:

- 1) In cases of emergency affecting the safety of employees, damage to equipment or adversely affecting operations and then only for such time as is necessary to overcome the emergency.
- 2) For work that is incidental to supervisory duties.
- 3) For instruction or training of employees.

**4.02** The Company retains the right to assign to non-bargaining unit employees work activity which involves the examination or evaluation of equipment for the sole purpose of analysing design deficiencies or to determine the possibility of adding features or capacity to serve the Company's future needs. The Company will consult with the Steward of the unit concerned before proceeding with the work activity.

## **ARTICLE 5—STRIKES & LOCKOUTS**

**5.01** In accordance with the Canada Labour Code, the parties to this Agreement agree as follows:

The Union and its members agree that during the term of this Agreement, there shall be no strikes, slowdowns or suspensions of work either partial or complete, and the Company agrees that there will be no lockouts.

## **ARTICLE 6—DEDUCTION OF REGULAR DUES**

**6.01** As a condition of employment, it is agreed all present employees of the Company who are members of the Union and all employees hired and transferred into the Bargaining Unit shall remain members in good standing for the life of this Agreement.

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6.02 The Company shall deduct from the earned wages of all employees in the Bargaining Unit an amount equivalent to current initiation fees and/or monthly dues of the Union and shall remit to the Union the total amount of such deductions accompanied by a list of employees from whom the deductions have been made. The remittance of fees, dues and other pertinent information shall be forwarded to the Financial Secretary of the Union on or before the 15th day of the month following the month in which the deductions are made.

## ARTICLE 7 – UNION REPRESENTATION

7.01 The Union agrees to notify the Company in writing of any newly elected Steward and of the operating units in which the employee acts as a Steward.

7.02 Before changing the status of any Steward who is to continue in the Company's employ, so as to render the employee ineligible to represent the employee's voting unit, such Stewards shall be allowed reasonable time to transfer the employee's duties as Steward to the employee's successor.

## ARTICLE 8 – TIME ALLOWANCE

8.01 The Company agrees that during working hours:

(a) An employee having a grievance may confer with the employee's Steward or with management.

(b) Stewards may handle grievances. 654

(c) Members of the Union Grievance Committee not exceeding three (3) in number will attend meetings with the Company during scheduled working hours, without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof.

(d) Employees authorized by the Union, not exceeding eight (8) in total will attend Collective Bargaining Meetings, without deduction of the time so occupied in the computation of time worked for the Company and without deduction of wages in respect thereof. Employees having scheduled vacation during this time shall be permitted to re-schedule their vacation to an available time on the vacation schedule.

(e) The Company shall grant leave of absence to employees chosen by the Union to attend Pre-Bargaining Caucus. The Company will compensate for lost wages in respect thereof up to a maximum of thirty (30) person days.

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8.02 Union Representatives will be granted time off for Union business, without pay, subject to service requirements and without loss of rights established



under this Agreement, provided a request for leave of absence is received by the Company in writing seven (7) days prior to the date of the leave of absence.

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- 8.03** (a) The Company shall grant time off with pay to the President of CEP Local 410 when requested by the Company to conduct business.
- (b) The Company shall grant a Leave of Absence without pay to an employee requesting leave to perform full-time Executive Duties or to act as a National Representative. Such leave of absence shall be renewed annually by the Company if requested by the Union. The employee has the option of retaining any Company Health and Life Benefits by paying the full cost of all premiums necessary to provide any benefits. When the employee returns to work, the Company will place the employee in the same area of the Company and provide the employee comparable employment to that which the employee had at the time the employee left. An employee on such a leave of absence shall continue to accumulate net credited service and seniority.

## **ARTICLE 9—SAFETY AND HEALTH**

- 9.01** In accordance with the regulations contained in Part II of the Canada Labour Code, the Company agrees to adopt and implement practices and reasonable methods to protect the employees' health and to ensure their safety at work.
- 9.02** The Union agrees that collectively and individually, its members shall strictly observe all safety rules and regulations.
- 9.03** The Company will establish Occupational Safety and Health Committees in compliance with Part II of the Canada Labour Code.

The Occupational Safety and Health Committees shall participate in the identification and control of existing or potential hazards in the workplace. Committee representatives will review complaints relating to the safety and health of the employees represented and will participate in any inquiries and any significant investigations. It is the primary responsibility of each committee to promote safety and health for the education and information of the Company and its employees. All Committee Meeting Minutes shall be distributed to all Committee Members and the Union Office.

- 9.04** There will be a Corporate Occupational Safety and Health Committee which will meet annually. This committee will be co-chaired by a Company Vice-president, and the President of the Union. One additional member of the Union Executive will be invited to attend. Representatives from each

Safety and Health Committee will attend and present a review of the Occupational Safety and Health Committee issues for their respective workplace.

**9.05** The Company and the Union agree as follows:

- (a) To integrate safety with production and operations.
- (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) In order to further safe working conditions as outlined above, the Company will hold periodic safety meetings.

**9.06** No employee shall do or be required to do any work or operate any equipment where there is reasonable cause for the employee to believe that it is unhealthy or unsafe. When an employee encounters an unsafe or unhealthy situation, the employee shall report the situation to the employee's supervisor who will ensure the provisions of Part II of the Canada Labour Code are followed in rectifying the situation.

## **ARTICLE 10—SENIORITY**

- 10.01** (a) Seniority for the purpose of this Agreement shall be established from the employee's net credited service in the Bargaining unit.
- (b) In the event that an employee covered by this Agreement should accept a permanent non Bargaining Unit position, the employee shall continue to accrue for twelve (12) months, seniority while serving in that capacity. During this period, in accordance with Article 3, the Company shall remit monthly to the Union the amount of money the employee paid as per the last completed month of employment in the Bargaining unit.

Any special circumstances related to the above shall be discussed with the Union.

- (c) Seniority for an employee who takes a leave of absence in excess of twelve (12) consecutive months from NewTel Communications, for reasons other than provided under Article 17 of this Agreement, and who is subsequently rehired, will be bridged only after accumulating five (5) consecutive years of seniority in the Bargaining Unit or shorter period upon mutual agreement with the Union.
- (d) An employee who has established seniority shall lose all seniority if they:
- (a) Voluntarily resign.
  - (b) Are discharged for just cause.

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- (c) Fail to answer recall without satisfactory reason following leave of absence or recall from layoff,
- (d) Are laid-off for more than 18 months.
- (e) Have not complied with Article 6 of this Agreement.
- (f) Serves in a permanent non-bargaining unit capacity in excess of 12 months.
- (g) Serves in a temporary management position for a cumulative total of 12 months in a 18 month period except in the case of SDB, maternity leave of absence, or special cases agreed upon by the Company and the Union.

10.02 A complete list of seniority shall be posted in each office and forwarded to the Union Office and the list shall be revised semi-annually. The list will identify each employee's reporting centre and job classification.

10.03 (a) For the purpose of promotions and demotions, seniority shall prevail provided the senior employee possesses the ability and qualifications to perform the work.

(b) Management's right under Article 12.01 will not be invoked when the position is filled on a promotion or demotion.

10.04 In accordance with Article 23 of each Agreement seniority shall prevail in all cases of layoff of regular employees.

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All temporary and probationary employees shall be laid off before any regular employees are laid off,

Recall following layoff will be done by seniority, provided the senior employee possesses the ability and experience or level of training (referring to job requirements) being sufficient to do the job.

**ARTICLE 11-TECHNOLOGICAL CHANGE**

11.01 "Technological Change" in this Article means:

- (a) the introduction by the Company into its business of equipment or material of a different nature or kind than that previously utilized by the Company in the operation of its business and
- (b) a change in the manner in which the Company carries out the business that is directly related to the introduction of that equipment or material.

11.02 Whenever the Company proposes to effect a Technological Change that is likely to affect the location, earnings, or security of employment of a number of regular employees within the bargaining unit, it shall, where possible, give

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notice of the Technological Change to the regular employees involved and the Union at least twelve (12) months prior to the date of any such action, but in any event not less than six (6) months.

At this time the Company agrees to notify the Union, in writing of:

- (a) the nature of the proposed Technological Change,
- (b) the number and job classification of the employees who will initially be likely to be affected by the proposed Technological Change,
- (c) the implementation date,
- (d) the location, and
- (e) the effect that the Technological Change is likely to have on the terms and conditions or security of employment of the employees affected.

**11.03** During this time the Company agrees to consult with the Union and meet if necessary on all issues arising as a result of the Technological Change.

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**11.04** Regular employees who are affected by such Technological Change and require re-training will receive such training during normal working hours at the expense of the Company. If relocation is required, moving expenses will be paid by the Company.

See 11.08

**11.05** Where a group of employees is to be reduced because of such Technological Change, an employee in the group may request termination of service and be eligible to receive a termination allowance as determined by net credited service in accordance with the table in **11.08**.

**11.06** Employees who are laid off due to such Technological Change will be eligible to receive the termination allowance determined by net credited service in accordance with the table in **11.08**. At this time the Company will assist these employees in their search for alternate employment.

**11.07** Any regular employee receiving the termination allowance will not be eligible for recall.

**11.08 TERMINATION ALLOWANCE—NET CREDITED SERVICE**

Period Completed	But Less Than	No. of Weeks Pay
—	2 yrs.	2
2 yrs.	3 yrs.	4
3 yrs.	4 yrs.	6
4 yrs.	5 yrs.	8
5 yrs.	6 yrs.	10
6 yrs.	7 yrs.	12
7 yrs.	8 yrs.	14
8 yrs.	9 yrs.	16
9 yrs.	10 yrs.	18

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Period Completed	But Less Than	No. of Weeks Pay
10 yrs.	11 yrs.	20
11 yrs.	12 yrs.	22
12 yrs.	13 yrs.	24
13 yrs.	14 yrs.	26
14 yrs.	15 yrs.	28
15 yrs.	16 yrs.	30

For each subsequent **six (6)** month period **two (2)** additional weeks.

- 4E 11.09 Where an employee is permanently assigned from a higher paid position to a lower paid position due to Technological Change, the employee's wages will be frozen for five (5) years. At the five (5) year point the employee's wages will be reduced by 5% and at **six** month intervals thereafter to a maximum reduction of 20%.
- 11.10 The Company and the Union agree that Sections 52, 54 and 55 of Part 1 of The Canada Labour Code shall not apply to the parties during the term of this Agreement.

## **ARTICLE 12—VACANCIES AND NEW JOBS**

- 12.01 All vacancies and all new jobs created within the scope of the Agreement will be posted on all Bulletin Boards for a period of ten (10) days to permit any employees in the Bargaining Unit to apply for the job in writing. The number of jobs available will be specified on each posting. Applications from regular employees on staff will be considered before all other applicants. Employees with recall rights will be considered before applications from temporary employees. Applications from temporary employees and former temporary employees whose separation from the Company does not exceed ninety (90) days will be considered for job postings before other external applicants.

These applications will be reviewed by Human Resources and a Local Union Officer or a designated Steward before any selection is made. Job postings will not be cancelled after the closing date. Where jobs are filled internally the successful applicant will be notified within 30 days of the closing date. **All** applicants will receive written acknowledgment of their application, and written notification that the job has been filled. If unsuccessful, they may request to review their application with management filling the job and the Human Resources Consultant – Industrial Relations.

For the purpose of promotions and demotions, the most senior applicant who has the ability and meets the qualifications for the job will be awarded

the position. In all other cases, Management is not restricted from choosing any employee from any office in the Bargaining Unit for the job involved.

In cases of promotion, employees will go to the new wage schedule on taking up their new position or within 6 weeks of being awarded the job, whichever is earliest.

Jobs will not be considered vacant when employees are not at work because of sickness disability, vacation or authorized leave of absence.

12.02 The Company agrees to advise the Steward concerned and the Union Office when:

- a) an employee is hired, transferred, or awarded a Management or non-bargaining unit position.
- b) a position is filled through job posting, recall or the exercise of the right to return (23.07).

Such advice will be given to the Steward and the Union Office at the time the employee is informed or immediately thereafter.

12.03 a) When the Company wishes to transfer an employee to another reporting centre outside their Reporting Area, without a reduction in the bargaining unit workforce, and the distance between reporting centres exceeds seventy (70) km travelling distance, the following will apply:

- i) An employee who is transferred and is changing residence, shall be reimbursed for the approved necessary incidental expenses as outlined in the Company Moving Expense Practice. (G.A.P. 1999 01 01)
- ii) In the selection of an employee for transfer the Company will first give consideration to the senior employee in the Reporting Area (APP III or Administrative 22.05) who has the necessary ability and qualifications and who will transfer voluntarily, providing the remaining employees in the Reporting Area from which the transfer is being made have the necessary ability and qualifications to perform the work required.
- iii) In the event there is to be an involuntary transfer the employee with the least seniority in the Reporting Area who has the necessary skills and qualifications will be selected providing the remaining employees in the Reporting Area have the necessary ability and qualifications to perform the work required.

b) When the Company wishes to reassign an employee to a new reporting centre within their reporting area and the travelling distance is greater

than seventy (70)km, the approved necessary incidental expenses as outlined in 12.03 (i) will apply.

- c) When the Company wishes to reassign an employee to a new reporting centre within or outside their reporting area and the travelling distance is less than seventy (70)km from their current reporting centre, moving expenses reimbursement does not apply. However, the determination of eligibility for moving expense reimbursement on any future assignment shall be based on the travelling distance from the employees original reporting centre.

For the purpose of this provision, “original reporting centre” shall be defined as the employee’s reporting centre at the signing of this agreement, or subsequent reporting centre established under Article 23, job posting, hire, recall to a position, or the placement of a restricted employee.

### **ARTICLE 13—INVESTIGATION & DISCIPLINARY ACTION**

**13.01** Subject to the terms of this Agreement, the Company shall not for disciplinary reasons, issue a written reprimand or warning, suspend, demote, or dismiss an employee except for just and reasonable cause.

**13.02** (a) The employee’s manager, with the concurrence of the employee, will arrange for the Steward or Executive Member to be present as a full participant at a meeting between a representative of the Company and the employee held for the purpose of investigation and/or discipline. **When an Executive Member or the employee’s Steward is not available,** they may be replaced by another Steward.

A Steward, Executive Member, or National Representative must be **present as a full participant in matters/meetings requiring the Company Security Officer.** When an Executive Member, National Representative, or the employee’s Steward is not available, the Union may designate replacement by another Steward. No such meeting will be held without participatory Union representation.

(b) When **the** Company deems it necessary to take immediate disciplinary action, the Company shall immediately thereafter advise the Steward of the employee concerned or a Union Executive Member.

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

**13.04** In the case of dismissal, the matter may be referred directly to Step 3 of the Grievance Procedure as provided **for** in Article 14.

- 3.05 An employee found to have been unjustly dealt with shall be reinstated with full rights and be reimbursed for any pay or benefit loss while held out of service during investigation of the employee's case.
- 13.06 Terminations of employment other than those referred to in Article 11 shall be classed as dismissals or separations for cause for which no notice or equivalent pay in lieu thereof need be given.
- 13.07 The record of all measures referred to in Section 13.01 which were imposed for a breach of disciplines shall be removed after two (2) years, provided there have been no further measures of discipline during such period.

## **ARTICLE 14-GRIEVANCE PROCEDURE**

**14.01** It is recognized that grievances may arise concerning differences between the parties respecting the interpretation, application, or any alleged violation of a provision of this Agreement. A grievance may be put to writing after the immediate supervisor has an opportunity to discuss and resolve the complaint with the employee affected. It is mutually agreed by the parties hereto that it is the spirit and intent to resolve complaints and grievances as quickly as possible. To that end, there shall be no stoppage of work but a final and binding settlement of differences shall be arrived at through the process outlined in this Article.

**14.02** All grievances shall be submitted in writing on a standard record of grievance form.

"Meetings" as referred to in Steps 1, 2 and 3 of the grievance process will be held in person when practical. When travel is required, the meetings may take place by teleconference or video conference where readily available.

Time limits fixed in this Grievance Procedure shall be extended only by mutual agreement between the Company and the Union subject to the right of either party to provide reasonable grounds for delay.

Policy grievances will be submitted in writing to the Director – Human Resources who will meet with the Union Grievance Committee within fifteen (15) days. The decision shall be rendered within five (5) days thereafter. If the decision is unsatisfactory, the Union must give the Company written notice of its intention to submit the matter to arbitration within thirty (30) days.

In cases of dismissal Union grievances may be submitted in writing at Step 3 of the process.

Individual and group grievances shall be handled in the following manner:



### Step 1

Within thirty (30) days of the incident giving rise to the grievance, the employee, steward or both shall discuss the grievance with the employee's immediate supervisor. If a reply, a satisfactory adjustment or settlement is not received within five (5) days, the employee and Steward will discuss the matter within five (5) days with the next level of management who will have five (5) days to respond. If the matter is still not resolved, the employee may proceed to Step 2.

### Step 2

Within seven (7) days of receiving the reply at Step 1 the Union Grievance Committee may submit the grievance in writing to the Level of Management reporting directly to a Director or Vice-president, and shall forward a copy to the Manager - Industrial Relations. The Union Grievance Committee, the Manager and other Company representatives as required, shall meet within thirty (30) days and, if deemed necessary by either party, the employee(s) concerned. The decision shall be rendered within five (5) days thereafter.

The Company agrees to pay all necessary and reasonable travelling expenses of the grievor when the grievor is required to attend a Grievance Committee Meeting in person which has been called by the Company, provided that the grievance concerns a suspension or dismissal.

The Union must give the Company written notice of its intention to submit the matter to Arbitration in accordance with the provisions of Article 15 within thirty (30) days after receiving the reply at Step 2.

### Step 3

In cases of dismissal the Union Grievance Committee may submit a grievance to the Level of Management reporting to the President. The Union Grievance Committee and the Company representatives including the Director or Vice-President shall meet within five (5) days and, if deemed necessary by either party, the employee(s) concerned. The decision shall be rendered within five (5) days thereafter.

- 14.03 Grievances on matters not involving interpretation or alleged violation of this Agreement may be taken up either by the employee, the Steward or the employee's representative, with the employee's immediate supervisor and if necessary, with successive levels of management up to the appropriate Director or Vice-president.
- 14.04 Any matter constituting a management grievance shall be presented in writing to the President of the Union or the employee's designate, within thirty (30) days of the aggrieved action. If a written reply, a satisfactory

adjustment or settlement is not received within ten (10) days, the Company may, following written notice to the Union, submit the matter to arbitration under the provisions of this Collective Agreement.

## **ARTICLE -**

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- 15.01** In the event that it becomes necessary to submit a grievance involving the interpretation, application or alleged violation of this Agreement to arbitration, the Company and the Union agree that following receipt of written notice by either party from the other of its intention to submit a matter to arbitration pursuant to Article 14 of this Agreement, the grievance will be arbitrated in one of the following ways:
- 15.02** Upon mutual agreement it may be placed before a single arbitrator. The single arbitrator will be selected from the L.M.C.C. Panel of Arbitrators. If the parties cannot agree upon an arbitrator either party may request the Provincial Minister of Labour to appoint an Arbitrator.
- 15.03** (a) Should the parties not mutually agree to the above, the grievance will be placed before a Board of Arbitrators which the parties hereto agree to nominate. The Arbitration Board shall consist of (1) a nominee of the Union representing the employees covered by this Agreement; (2) a nominee of the Company representing Management; and (3) a Chairperson over the mentioned nominees who will be selected by agreement by the nominee of the Union and the nominee of Management.
- (b) Should the Union's nominee and the Company's nominee fail to agree upon a Chairperson within five (5) days from the date of their nomination, either party may request the Minister of Labour to appoint a Chairperson.
- 15.04** Neither an Arbitrator or Arbitration Board shall have the power to amend, cancel or add to the terms of this Agreement and in rendering a decision they shall be bound by the terms of this Agreement. The Arbitrator or Arbitration Board has the power to substitute for the discharge or discipline such other penalty as to the Arbitrator or Arbitration Board seems just and reasonable in the circumstances. Such decision shall not have retroactive effect prior to the date of the incident giving rise to the grievance.
- 15.05** Each of the parties to this Agreement shall bear the expenses and compensation of its nominee individually; the expenses and compensation of the Chairperson shall be borne in equal shares.

15.06 The decision of the Arbitrator or Arbitration Board shall be final and binding on both Union and Company.

15.07 (a) The parties agree to the principle of Expedited Arbitration as one means of resolving disputes.

6-A1 (b) The parties agree to use Expedited Arbitration for unresolved grievances, however both parties will have the right to require the use of the formal Arbitration Process in this Collective Agreement for any grievance.

(c) The parties agree to jointly develop the Expedited Arbitration process during the term of this Collective Agreement based on the following principles:

1. Hearings will be short and conducted in an informal manner. The parties will try to ensure that hearings not exceed 1 day. Decisions shall be issued within 3 business days of the conclusion of the hearing.
2. The parties will agree on a Chair to conduct the hearings which Chair shall serve for a specific period of time.
3. The parties will not be represented by practicing lawyers at the hearings.
4. There will be full disclosure by the parties of evidence, precedents, and documents in advance of the hearings.
5. The parties will try to minimize the use of witnesses at the hearings.
6. The parties will try to use concise arguments at the hearings.
7. The Chair will have the power to accept any evidence that it rules is reliable and relevant.
8. The Chair will have the power to mediate between the parties at any stage of the process, by encouraging a settlement or suggesting possible outcomes.
9. Any decision of the Chair will be made without prejudice and will not be a precedent for future proceedings unless the parties agree.
10. Decisions will be final and binding.

## **ARTICLE 16—WAGE ADMINISTRATION**

16.01 Progressional wage increases as outlined in Appendix II shall be granted on the employee's first ~~six~~ (6) months anniversary date and each ~~six~~ (6) months thereafter.

16.02 Employees shall be paid every alternate Thursday.

16.03 Basic rates of pay are set forth in Appendix II of this Agreement.

## **ARTICLE 17-LEAVE FOR EMPLOYEES WITH CHILD CARE RESPONSIBILITIES**

- 17.01 Child Care Leave will be in accordance with the provisions of the Child Care Leave Code. When requested, the Human Resources Group will provide copies of the applicable provisions of the Child Care Leave Code.
- 17.02 The Company agrees to maintain Child Care Leave benefits at a level not less than what was provided at the effective date of this agreement.
- 17.03 Employees on Child Care Leave will be entitled to all benefits as provided in the Group Insurance Policy.

## **TE LEAVE**

- 18.0 A bereaved employee shall be granted time off in accordance with family and community customs.
8. An employee's supervisor may authorize a maximum of two 1/2 days of leave per year when the employee requires absent time to deal with personal or family issues. When serious family or emergencies arise, employees may request additional time off from their supervisor in accordance with the Bereavement Policy. Authorization by the supervisor will not be unreasonably withheld.

## **ARTICLE 19-TRAVEL AND EXPENSES**

- 19.01 Travel time on Company instructions will be on company time and the applicable rates of pay will apply except in the following cases:
- Travel to an employee's normal reporting centre for the start of the employee's tour will be on the employee's own time.
  - Travel time to another reporting centre within a 10 km radius of the employee's normal reporting centre for the start of an employee's tour will be on the employee's own time. However, where local driving conditions make the application of a 10 km radius rule impractical, reasonable judgement will be applied.  
An employee may be reassigned to another reporting centre on a temporary basis due to a shortage caused by vacation, sickness, training or unusual workload. Under these circumstances employees will not be reassigned for a period exceeding one month, unless mutually agreed to by the employee and the employee's supervisor.
  - Proceeding to and from a course of instruction, basic rates will apply. The actual time required from departure to arrival at destination will be considered as travel time with the exception that if sleeping accommodation is provided, only travel time between 07:00 hours and 23:00 hours shall be considered travel time.

19.02 When an employee is required to work outside the employee's normal reporting centre for an overnight period, the employee shall, where mutually agreed between the employee and the supervisor, be permitted to return to the employee's normal reporting centre or **regular** place of residence each day. In cases where the travel distance to and from the employee's normal reporting centre or regular place of residence does not exceed 100 km each way the employee shall be compensated for such travel time at the employee's basic hourly rate. In cases where the travel distance to and from the employee's normal reporting centre or regular place of residence exceeds 100 km each way the employee will do such travelling on the employee's own time with no compensation. In all cases the employee will be required to be back at the job location for the beginning of the next tour of duty.

19.03 Whenever possible, a minimum of three (3) full calendar days notice shall be given to an employee who is required by the Company to be away from the employee's home for an overnight or longer period. Unless there are unforeseen circumstances, an employee who is given less than three (3) days **the basic hours of work for as many** days as the employee is short of the notice and unable to return home daily.

19.04 An employee who works outside the employee's normal reporting centre, within the territory served by the Company, shall be allowed a bi-weekly trip to the employee's normal reporting centre every two weeks provided the absence will not interfere with the job.

The Company will provide reasonable transportation to and from the work site to the employee's normal reporting centre.

On such bi-weekly trips employees will be allowed travel time on the trip from the job to their normal reporting centre to be paid at the employee's basic hourly rate.

Where the return trip to the job exceeds 150 KM travel distance, the return trip from the employee's reporting centre will be on the employee's own time for which compensation will be paid as follows:

- (a) Employees will be paid double the employee's basic hourly rate up to a maximum of 4 hours, **for** all travel time before 12 noon.
- (b) All travel time after 12 noon will be paid at the employee's basic hourly rate up to a maximum of ten (10) hours.

19.05 Meal and lodging expense will be paid for an employee detailed to work away from the employee's normal reporting centre for such time that the employee is away from the employee's normal reporting centre. Payment will be based on actual lodging expense and on a **per diem** basis **for** meals as follows:

*Island*

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Breakfast	Lunch	Dinner	Misc.	Daily Rate
\$7.55	\$8.35	\$16.65	\$12.95	\$45.50

*Labrador*

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Breakfast	Lunch	Dinner	Misc.	Daily Rate
\$8.75	\$9.65	\$17.75	\$13.85	\$50.00

Out of Province

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Labrador rates or actual expenses with receipt.

**19.06** When an employee is working outside of a 20 km radius of both the employee's normal reporting centre and the employee's regular place of residence during the lunch period, a lunch time meal allowance as specified under Article 19.05 will apply. Under this circumstance, it is understood that an employee would remain within a reasonable distance of the job site during the lunch period.

**19.07** Employees assigned away from their reporting centre or regular place of residence for an overnight period who wish to be responsible for providing their own accommodations, with the approval of their supervisor, will be entitled to claim living expenses of \$40.00 per day plus the per diem as specified in Article 19.05. This will apply only on days where they would normally be entitled to accommodation reimbursement.

It is understood that the Company accepts no responsibility whatsoever for loss or damage to personal property or the injury of third parties while employees are at the accommodation or enroute to or from the accommodation and worksite.

**19.08** In the case of temporary employees who are hired for a specific construction project and whose work assignment takes them more than 100 km. from their place of residence, they will be entitled to a paid trip to the work location at the beginning of the project and a return trip at the project completion. In addition, employees will be entitled to a maximum of ten (10) days lodging and per diem or employees may request to apply the provisions of Article 19.07 for a maximum of ten (10) days.

**ARTICLE 20—EMPLOYEE INFORMATION**

**20.01** The Company will provide space on the Intranet for a Local 410 electronic bulletin board for the exclusive use of the Union. The Company will also provide reasonable space for Union notices on Company bulletin boards where employees are permanently located.

20.02 The Company will provide each employee with a copy of this Agreement.

## **11 - BARGAINING 'R 11**

21.01 All negotiations with the view to the completion of this Collective Agreement shall be conducted between the chief negotiator for the Union and the designated bargaining representatives of the Union, on one hand, and the designated bargaining representatives of the Company on the other, in a manner consistent with this Agreement and the Canada Labour Code.

## **ARTICLE 22 - DEFINITIONS**

### **COMMON**

- 22.01 ADMINISTRATIVE, OPERATOR and TECHNICAL UNITS are defined by the classifications outlined under Appendix I of this agreement.
- 22.02 EMPLOYEE means a person employed in any of the occupations listed in Appendix I.
- 22.03 PROBATIONARY EMPLOYEE means an employee who is engaged for a probationary period of up to six months to determine suitability as a regular employee. Probationary employees shall have the right to grieve any matter under this Collective Agreement other than termination for unsuitability.
- 22.04 REGULAR EMPLOYEE means an employee who has completed their probationary period and whose employment is expected to continue indefinitely on a continuous basis unless interrupted by the force adjustment or discipline provisions of this agreement, or resignation.
- 22.05 COMBINATION PERSON means a regular or temporary employee whose work assignment encompasses not more than three occupations. Combination persons shall be paid the applicable wage rate of the higher occupation. Where circumstances require, and subject to agreement between the Union and the Company, there may be a combination of more than three occupations.
- 22.06 STEWARD means an employee who has been elected or appointed to represent employees and whose appointment has been certified by the Union to the Company.
- 22.07 CHIEF STEWARD means a Steward who has been elected or appointed to act as chairperson of the Union Grievance Committee.
- 22.08 UNION REPRESENTATIVE means a representative who has been appointed or elected to a position by the Union.

- 22.09** BASIC HOURS OF WORK means the number of hours per day and per week as established in Article 24.
- 22.10** SCHEDULED TOUR OF DUTY means a tour of duty not exceeding the basic hours of work per day which an employee is scheduled to work and of which the employee has been advised in advance.
- 22.11** BASIC RATES OF PAY means the amount of money per week, as specified in the applicable wage schedule, which is paid to a regular or temporary employee working basic hours of work.
- 22.12** OVERTIME means the time worked by an employee in addition to or, outside the employee's basic hours of work for the day or the week.
- 22.13** NORTHERN ALLOWANCE means an allowance payable by the Company to employees resident and working in Labrador and any other location as mutually agreed.
- 22.14** PROMOTION means the advancement of an employee to a position with a higher basic rate of pay.
- 22.15** LEAVE OF ABSENCE means an authorized unpaid absence from work, including Maternity Leave and Child Care Leave.
- 22.16** HOME DISPATCH is a mutual written agreement between an employee and their manager whereby the employee is authorized to regularly take a Company vehicle home at the end of a tour. The Company accepts full responsibility for damages to the vehicle and equipment provided normal safeguards have been taken and the vehicle and equipment is used for Company purposes only. Either the employee or the manager may terminate the Home Dispatch agreement on sixty (60) day's written notice. The written notice shall include the reasons for the termination. No Home Dispatch agreement shall be terminated by the Company except for legitimate business reasons.
- 22.17** TEMPORARY POSITION means a position created for a period of no more than twelve (12) months. Where a temporary position continues for more than twelve (12) months unless otherwise mutually agreed by the Company and the Union, it will be posted as a regular position in accordance with Article 12.01. Regular employees filling Temporary Positions will revert to their original position at the end of the Temporary Position.



## **ADMINISTRATIVE**

- 22.01 DAYTOUROFDUTY means the working hours which fall between the hours of 07:00 and 18:00, Monday to Friday.
- 22.02 EVENINGTOUROFDUTY means a tour of duty all or a portion of which falls between the hours of 18:00 and 24:00.
- 22.03 NIGHTTOUROFDUTY means a tour of duty of which all or the major portion of the hours worked fall between the hours of 24:00 and 07:00.
- 22.04 ROTATIONAL TOURS OF DUTY means the tours of duty regularly posted covering day, evening and/or night tours and other than day tours Monday to Friday.
- 22.05 AREAS for the purpose of this Agreement, shall mean one of the following: Avalon Peninsula, Burin Peninsula, Central Newfoundland, Western Newfoundland, Labrador West, and Labrador East.
- 22.06 REPORTING CENTRE means the place where an employee reports to work and begins the tour of duty. All employees shall be assigned to a Reporting Centre. The Reporting Centre of each employee shall be deemed to be the reporting centre to which an employee is assigned at the signing of this Agreement, or a subsequent reporting centre established by bumping under Article 23, Article 12.03, job posting, hire, recall to a regular position, or the placement of a restricted employee. Reporting Centres include Company locations and customer premises as defined in Appendix III, and other locations as mutually agreed to by the Company and the Union.
- 22.07 PART-TIME EMPLOYEE means a regular or temporary employee who works less than the basic hours of work. The number of part-time employees shall not exceed thirty per cent (30%) of the total number of employees in the Administrative Unit without the consent of the Union. The Company cannot re-categorize a full-time employee to part-time status without the consent of the employee and the Union.

When a part-time position is occupied for 37.5 hours per week for a period of forty (40) consecutive weeks, the position shall become full-time. The position shall be awarded to the senior part-time employee in the classification in the group who accepts the position. For the purposes of this provision "Group" shall be defined in Administrative Article 23.05.

- 22.08 CASUAL EMPLOYEE means an employee who is hired on an hourly or daily basis to cover incidental absences or training periods that cannot reasonably be covered by regular full-time employees, part-time employees,

temporary employees, or employees on recall. Casual employees will only be used in Reporting Centres where there are three (3) or fewer Administrative Unit employees. Casual employees will only be used for relief periods not to exceed five (5) days or a cumulative total of thirty (30) days or two hundred twenty-five (225) hours in a calendar year in the Reporting Centre. Casual employees will not accumulate seniority but will be considered members of the bargaining unit for all other purposes. The Company cannot re-categorise a full-time or part-time employee to casual status without the consent of the employee and the Union.

- 22.09 TEMPORARY EMPLOYEE** means an employee who is to do work on a temporary basis, on the understanding that the period of employment shall not exceed six (6) consecutive months, except in cases of child care leave, sickness absence and where otherwise mutually agreed to by the Union and the Company.

## **OPERATOR**

- 22.01 BASIC DAILY RATE OF PAY** is the Basic Weekly Rate of Pay divided by five.
- 22.02 DAILY OVERTIME** is time worked in excess of the basic hours of work for the tour assigned on the day involved.
- 22.03 WEEKLY OVERTIME** is time worked on a sixth or seventh day after the five basic days have been worked.
- 22.04 SESSION** means one-half the duration of a tour which is unbroken by a meal period or longer interval. A session, however may include a relief period.
- 22.05 TOUR** means the scheduled period of work which would constitute a full day's work on any working day, for a full-time employee, including relief periods but excluding the meal period.
- 22.06 TOUR DIFFERENTIAL** means an amount of money paid above the basic rate of pay, to an employee for working particular tours.
- 22.07 JOB DIFFERENTIAL** means the amount of money by which the basic rate of pay is increased above the operator basic rate of pay, when an employee is appointed to an occupation above the rank of operator.
- 22.08 FULL-TIME EMPLOYEE** means a regular employee who is normally required to work the number of hours constituting a full day's work and the full number of days constituting a week's employment.

- 22.09** REPORTING CENTRE means the normal office where an employee reports to work and begins a Tour and shall be one of the following: St. John's, Corner Brook.
- 22.10** TEMPORARY EMPLOYEE means a part-time employee engaged for a specific project or limited period, with a definite understanding that the period of employment is to terminate upon completion of the project or at the end of the period, and whose employment is not expected to continue for more than twelve (12) months.

## **TECHNICAL**

- 22.01** DAY TOUR OF DUTY means the working hours which fall between the hours of 07:00 and 18:00, Monday to Friday.
- 22.02** EVENING TOUR OF DUTY means a tour of duty all or a portion of which falls between the hours of 18:00 and 24:00.
- 22.03** NIGHT TOUR OF DUTY means a tour of duty of which all or the major portion of the hours worked fall between the hours of 24:00 and 07:00.
- 22.04** REPORTING CENTRE means the location to which an employee is assigned. All employees shall be assigned to a Reporting Centre. The Reporting Centre of each employee shall be deemed to be the reporting centre to which an employee is assigned at the signing of this Agreement, or a subsequent reporting centre established by bumping under Article 23, Article 12.03, job posting, hire, recall to a regular position, or the placement of a restricted employee. Reporting Centres include Company locations and customer premises as defined in Appendix III, and other locations as mutually agreed by the Company and the Union. Employees may be dispatched from their home as per Article 22.16, but will still be assigned to a Reporting Centre for purposes of applying the terms of this Agreement.
- 22.05** ROTATIONAL TOURS OF DUTY means the tours of duty regularly posted covering day, evening and/or night tours and other than day tours Monday to Friday.
- 22.06** TEMPORARY EMPLOYEE means an employee who is hired to do work on a temporary basis, on the understanding that the period of employment shall not exceed six (6) consecutive months, except in cases of child care leave, sickness absence and where otherwise mutually agreed to by the Union and the Company.

## **ARTICLE 23 - FORCE ADJUSTMENT AND NOTICE**

### **ADMINISTRATIVE**

- 23.01 The Company is committed to protecting the classification, work location and salary of employees in accordance with Articles 23.06 and 23.07 of this Agreement.
- 23.02 In the event of employee reductions, the Company will first consider early retirement applications in accordance with the Letter of Intent attached to this Agreement.
- 23.03 If a layoff is required, seniority shall prevail in all cases as stated in Article 10.04 of this Agreement. No employee will be laid off while there are more junior employees in the Administrative Unit.
- 23.04 Layoff is defined as termination of employment caused by the need to reduce the workforce.
- 23.05 Area, as used in this Article, is defined in Administrative Article 22.05 of this Agreement. Group, as used in this Article, is defined as the Level of Management reporting directly to a Director/V.P. within a Reporting Centre.
- 23.06 (a) Workforce reductions will be done within the classification affected. The most junior regular employee in a classification and within a Group within a Reporting Centre will be the surplus employee.

A surplus employee must choose one of the following options:

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- 1) replace the junior employee in the current classification by Director/V.P. within the Reporting Centre of the surplus employee; or
  - 2) replace the junior employee in the current classification within the Area of the surplus employee; or
  - 3) replace the junior employee within the Area, in the Administrative Unit classification previously held on a permanent basis by the surplus employee; or
  - 4) replace the junior employee in the current classification of the surplus employee within the Administrative Unit; or
  - 5) replace the junior Administrative Unit employee in the Area; or
  - 6) replace the junior employee in the Administrative Unit; or
  - 7) notwithstanding the provisions of Article 23.03, accept layoff.

To choose a position under option (5) or (6), the employee must possess the ability and experience or level of training (referring to job requirements)

sufficient to do the job. The employee will have a choice of positions when there is more than one position available.

AM-time employee may replace the most junior full-time employee in each of the above options before replacing a part-time employee.

**An** employee who chooses to move into another classification will be given up to **six** (6) weeks familiarization period. This is not a probationary period. Any employee who is unable to perform the job functions after the familiarization period, will be protected in accordance with Article 23.03 of this Agreement.

(b) An employee displaced through this process becomes the surplus employee and may exercise their options, in order of seniority, in accordance with Article 23.06(a) of this Agreement. Only the most junior employee(s) in the Administrative Unit will be laid off.

**23.07 An** employee who takes another position in accordance with Article 23.06 of this Agreement, will be entitled to:

- (1) salary protection in accordance with Article 11.09 of this Agreement;
- (2) expenses for the initial move in accordance with Article 12.03 of this Agreement;
- (3) return to their former classification when an opening becomes available; and
- (4) return to their former Area when an opening becomes available in the classification held prior to exercising an option in accordance with Article 23.06 of this Agreement.

In (3) and (4) above, return rights will be exercised in order of seniority and prior to job posting.

In option (4) above, the Company will compensate the employee for moving expenses in accordance with Article 12.03 of this Agreement, provided the employee has resided in the new location for a minimum of thirty-six (36) months.

Refusal of any Company offer to exercise a return right will terminate that return right, except in the following situations:

- a) In option (3) above, employees who are bumped within the Reporting Area and refuse an offer under (3) outside their area, will not prejudice their right to return to their former classification within their area.
- b) Employees who were classified as Combination Person, prior to exercising their bumping option under Article 23.06 have a right to return to any one of their combination classifications or the same

combination. An employee who refuses to return to the higher classification or the same combination will relinquish that return right.

- 23.08** Positions filled under this Article 23 will not be considered as vacancies.
- 23.09** (a) Notice of layoff shall be given to a regular employee and the Union at least six (6) weeks prior to the layoff. Notice of layoff shall be given to temporary employees at least two (2) weeks prior to layoff.
- (b) Recall shall be done in inverse order of layoff in accordance with Article 10.04 of this Agreement.
- (c) Notwithstanding Article 10.01 of this Agreement, should an employee be recalled within thirty (30) days of layoff, there shall be no break in seniority.
- (d) Should an employee be recalled within eighteen (18) months of layoff, bridging of service will be done immediately.
- (e) If an employee on layoff refuses a job in the employee's previous Area, similar to the position the employee held before the layoff, the employee's name will be removed from the recall list.
- 23.10** Employees shall give two (2) weeks notice before leaving the service of the Company in order to give Management an opportunity to secure a replacement.

## **OPERATOR**

- 23.01** The Company is committed to protecting the classification, work location and salary of employees in accordance with Articles 23.06 and 23.07 of this Agreement.
- 23.02** In the event of employee reductions, the Company will first consider early retirement applications in accordance with the Letter of Intent attached to this Agreement.
- 23.03** If a layoff is required, seniority shall prevail in all cases as stated in Article 10.04 of this Agreement. No employee will be laid off while there are more junior employees in the Operator Unit.
- 23.04** Layoff is defined as termination of employment caused by the need to reduce the work force.
- 23.05** Office, as used in this Article shall mean either the St. John's or Corner Brook Operator Services locations.
- J **23.06** (a) Workforce reduction will be done within the office affected. The most junior regular employee within the office will be the surplus employee.

A surplus employee must choose one of the following options:

- 1) replace the junior regular employee in the other office, or
- 2) notwithstanding Article 23.03, accept layoff.

A full time employee may replace the most junior full time employee before replacing a part time employee.

- (b) **An** employee displaced through this process becomes the surplus employee and may exercise their options, in order of seniority, in accordance with Article 23.06 (a) of this Agreement. Only the most junior employee(s) in the Operator Unit will be laid off.
- (c) In the event of office closure, operators who are unable to exercise a seniority right under (a) above will be offered positions in order of seniority in the other office.

**23.07** An employee who takes another position in accordance with Article 23.06 of this Agreement will be entitled to:

- (1) salary protection in accordance with Article 11.09 of this Agreement.
- (2) expenses for the initial move in accordance with Article 12.03 of this Agreement.
- (3) return to their former office when an opening becomes available. This right of return will be exercised in order of seniority and prior to job posting. The company will compensate the employee for moving expenses in accordance with Article 12.03 of this Agreement provided the employee has resided in the new Operator location for a minimum of thirty-six (36) months. Refusal of any company offer to return will terminate the return right.

**23.08** Positions filled under this Article 23 will not be considered as vacancies.

- 23.09**
- (a) Notice of layoff shall be given to a regular employee and the Union at least six (6) weeks prior to the layoff. Notice of layoff shall be given to temporary employees at least two (2) weeks prior to the layoff.
  - (b) Re-call shall be done by inverse order of layoff in accordance with Article 10.04 of this Agreement.
  - (c) Notwithstanding Article 10.01 of this Agreement, should an employee be recalled within thirty (30) days of layoff, there shall be no break in seniority.
  - (d) Should an employee be re-called within eighteen (18) months of layoff, bridging of service will be done immediately.
  - (e) If an employee on layoff refuses a job in the employee's previous office, the employee's name shall be removed from the recall list.

23.10 Employees shall give (2) two weeks notice before leaving the service of the Company in order to give Management an opportunity to secure a replacement.

## **TECHNICAL**

23.01 The Company is committed to protecting the classification, work location and salary of employees in accordance with Articles 23.06 and 23.07 of this Agreement.

23.02 In the event of employee reductions, the Company will first consider early retirement applications in accordance with the Letter of Intent attached to this Agreement.

23.03 If a layoff is required, seniority shall prevail in all cases as stated in Article 10.04 of this Agreement. No employee will be laid off while there are more junior employees in the Technical Unit.

23.04 Layoff is defined as termination of employment caused by the need to reduce the workforce.

23.05 Reporting Area, as used in this Article, is defined in Appendix III of this Agreement.

23.06 (a) Work force reductions will be done within the classification affected. The most junior regular employee in a classification within a Reporting Centre will be the surplus employee.

A surplus employee must choose one of the following options:

- 1) replace the junior employee in the current classification of the surplus employee, within the Reporting Area; or
- 2) replace the junior employee within the Reporting Area, in the Technical Unit classification previously held on a permanent basis by the surplus employee; or
- 3) replace the junior employee in the current classification of the surplus employee within the Technical Unit; or
- 4) replace the junior Technical Unit employee in the Reporting Area; or
- 5) replace the junior employee in the Technical Unit; or
- 6) notwithstanding the provisions of Article 23.03, accept a layoff.

To choose a position under option (4) or (5), the employee must possess the ability and experience or level of training (referring to job requirements) sufficient to do the job. The employee will have a choice of positions when there is more than one position available.



**An** employee who chooses to move into another classification will be given up to **Si** (6) weeks familiarization period. This is not a probationary period. Any employee who is unable to perform the job functions after the familiarization period will be protected in accordance with Article 23.03 of this Agreement.

(b) **An** employee displaced through this process becomes the surplus employee and may exercise their options, in order of seniority, in accordance with Article 23.06 (a) of this Agreement. Only the most junior employee(s) in the Technical Unit will be laid off.

23.07 **An** employee who takes another position in accordance with Article 23.06 of this Agreement, will be entitled to:

- (1) salary protection in accordance with Article 11.09 of this Agreement;
- (2) expenses for the initial move in accordance with Article 12.03 of this Agreement;
- (3) return to their former classification when an opening becomes available; and
- (4) return to their former Reporting Area when an opening becomes available in the classification held prior to exercising an option in accordance with Article 23.06 of this Agreement.

In options (3) and (4) above, return rights will **be** exercised in order of seniority and prior to job posting.

In option (4) above, the Company will compensate the employee for moving expenses in accordance with Article 12.03 of this Agreement, provided the employee has resided in the new location for a minimum of thirty-six (36) months.

Refusal of any Company offer to exercise a return right will terminate that return right, except in the following situations:

- a) In option (3) above, employees who are bumped within their Reporting Area and refuse an offer under (3) outside their area, will not prejudice their right to return to their former Classification within their area.
- b) Employees who were classified as Combination Person, prior to exercising their bumping option under Article 23.06 have a right to return to any one of their combination classifications or the **same** combination. An employee who refuses to return to the higher classification or the same combination will relinquish that return right.

23.08 Positions filled under this Article 23 will not **be** considered as vacancies.

- 23.09** (a) Notice of layoff shall be given to a regular employee and the Union at least six (6) weeks prior to the layoff. Notice of layoff shall be given to temporary employees at least two (2) weeks prior to layoff.
- (b) Recall shall be done in inverse order of layoff in accordance with Article 10.04 of this Agreement.
- (c) Notwithstanding Article 10.01 of this Agreement, should an employee be recalled within thirty (30) days of layoff, there shall be no break in seniority.
- (d) Should an employee be recalled within eighteen (18) months of layoff, bridging of service will be done immediately.
- (e) If an employee on layoff refuses a job within a seventy (70) km travelling distance of the employee's previous Reporting Centre, similar to the position the employee held before the layoff, the employee's name will be removed from the recall list.
- 23.10** Employees shall give two (2) weeks notice before leaving the service of the Company in order to give Management an opportunity to secure a replacement.

## **ARTICLE 24 - HOURS OF WORK**

### **ADMINISTRATIVE**

The Basic Hours of Work as referred to in this Agreement and associated arrangement of working hours for an employee are set forth as follows:

- 24.01** The basic hours of work of regular and temporary employees for day tours of duty shall be 7 1/2 hours per day, Monday to Friday.
- 24.02** There shall be a fifteen minute break for each 1/2 tour of duty.
- 24.03** Rotational evening and night tours of duty shall be 7 1/2 hours per day on a five (5) day basis. Rotational tours of duty shall be established by posting.
- 24.04** The Company agrees to post, where applicable, scheduled rotational tours of duty each Thursday by 15:00 hours for the following week commencing with Monday.
- 24.05** Where the Company finds it necessary to change rotational tours after the weekly schedule has been posted, the employee shall be paid time and one-half for the first tour worked affected by the change.
- 24.06** A meal period which does not exceed twenty (20) minutes shall be counted as time worked when an employee is required to work seven and one-half or more continuous hours, all or a part of which falls within the evening or night tour of duty.

8A1  
37/12

8B1  
5

- 15B2
- 24.07 (a) Part-time employees will be scheduled a minimum of 22 1/2 hours per week. The Company shall determine and establish the hours of **work per day and the days of work per week for all part-time employees.**
- (b) **Where** additional hours are to be allocated to part-time employees within a group, such hours shall be assigned to qualified part-time employees within the group on **an** equitable basis, provided it meets customer service requirements as determined by Management.

## OPERATOR

The Basic Hours of Work as referred to in this Agreement and associated arrangement of working hours for an employee are set forth as follows:

24.01 Five full days of work in the calendar week Saturday and Sunday inclusive shall constitute a basic work week for a full-time employee.

24.02 The basic hours of work per day for a full-time employee shall be:

- 8A1  
37 1/2
- (a) Day Tour - 7 1/2 hours  
A tour commencing not earlier than 06:00 hours and terminating not later than 18:00 hours.
- The tour shall be composed of two sessions of not more than 4 hours in length separated by an unpaid meal period of one-half or one hour.
  - Each session shall include one 15 minute paid relief period. No more than ~~two~~ and one-half hours shall be scheduled on duty without relief for meal period.
  - A session may start and end on the hour, half hour or quarter hour.
- (b) Afternoon-Evening Tour - 7 hours
- A tour commencing not earlier than 11:00 hours and terminating not later than 22:00 hours.
  - The tour shall be composed of two sessions of not more than 4 hours in length separated by an unpaid meal period of one-half hour or one hour.
  - Each session shall include one 15 minute paid relief period.
  - No more than two and one-half hours shall be scheduled on duty without relief for meal period.
  - A session may start and end on the hour, half hour or quarter hour.
- 8B1  
5
- (c) Late Evening Tour - 6 1/2 hours
- A tour commencing not earlier than 16:00 hours and terminating not later than 02:00 hours.
  - A tour shall include one 30 minute paid relief period.
- 8C4
- (d) Night Tour - 7 hours.

A tour covering the all-night period beginning at 22:00 hours or later, and terminating not earlier than 07:00 hours nor later than 08:00 hours. In an office where only one night operator is on duty, the night tour shall be a continuous period of 7 hours with no intervening meal period.

(e) Split Tour - 7 hours

A tour commencing not earlier than 07:00 hours and terminating not later than 22:00 hours in which the two sessions are separated by not less than 4 hours or more than five and one-half hours.

- A session shall not be less than 3 hours nor more than 4 hours in length and shall contain a 15 minute paid relief period as near the middle of the session as possible.
- A session may start and end on the hour, half hour or quarter hour.

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24.03 Part-time employees will be scheduled a minimum three (3) days per week except in a case where a shorter period of time is negotiated. The Company shall determine and establish the hours of work per day and days of work per week for all part-time employees. Employees who are on call or scheduled X days, shall be called in order of seniority.

24.04 (a) The arrangement of hours for all tours shall be established by the Company.

Distribution of shifts will be done with consideration for regular employee preferences.

(b) Working tours shall be arranged in each office to meet the demands of the traffic offered. Management agrees to discuss each new schedule of hours with the Steward concerned and to consider requests for changes in the proposed schedule to meet the wishes of the employees concerned so long as such proposed changes will not adversely affect suitability of the schedule of hours to meet the traffic offered. Management decisions on matters relating to schedule of hours will be final.

(c) Normally the tours shall divide the most equal distribution of day and night duty among employees.

(d) The Company agrees to post hours and day off assignments each Thursday by 15:00 hours for the following week commencing with Monday, and barring unanticipated illnesses, or unusual operator handled traffic conditions caused by severe storms, etc., not to change any of these assignments unless a change is agreeable to the employee or employees concerned.

(e) When the Company finds it necessary to change tours after the weekly schedule has been posted, the employees shall be paid time and one-half for the first tour worked affected by the change.

(f) There shall be a minimum interval of (8) hours between the end of one tour of duty and the beginning of the next. Any encroachment on the minimum interval shall be compensated with an additional half hour's pay at the employee's basic rate for each hour or part hour of encroachment.

24.05 A relief period of 20 minutes will be allowed to service assistants working sessions of 4 hours or less.

24.06 Employees shall not be required to suspend work during regular working hours to absorb overtime.

24.07 The number of part-time employees shall not exceed 30% of the Operator Unit without mutual consent between the Company and the Union. Part-time employees will be scheduled a minimum of 22 1/2 hours per week. The Company shall determine and establish the hours of work per day and the days of work per week for all part-time employees. The Company cannot reclassify a full-time employee to part-time status without the employee's agreement.

15B4

15B2

## **TECHNICAL**

The Basic Hours of Work as referred to in this Agreement and associated arrangement of working hours for an employee are set forth as follows:

24.01 The basic hours of work of regular and temporary employees for day tours of duty shall be eight (8) hours per day, Monday to Friday. However, if mutually agreed between the majority of employees in the group concerned and management, employees may be assigned to work on a four (4) consecutive day basis at ten (10) hours per day.

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8B2  
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24.02 Rotational evening and night tours of duty shall be eight (8) hours per day on a five (5) day basis with no more than a one (1) hour interval between, as a split of the tour of duty. Rotational tours of duty shall be established by posting.

8B2  
4

24.03 Employees working outside their normal reporting centre who would be eligible for a bi-weekly trip home, the basic hours of work can be established on a ten (10) consecutive day basis at eight (8) hours per day or an eight (8) consecutive day basis at ten (10) hours per day, if it is mutually agreed by the majority of employees in the group concerned and management.

24.04 There shall be a minimum interval of (8) hours between the end of one tour of duty and the beginning of the next. Any encroachment on the minimum interval shall be compensated with an additional half hour's pay at the employee's basic rate for each hour or part hour of encroachment.

- 24.05 With the approval of the Company, an employee may have the employee's scheduled tour of duty changed at the employee's own request. In such cases, the provisions as outlined in Article 24.07 will not apply.
- 24.06 Tours of duty shall be arranged to permit two (2) consecutive days off except where a change of tour makes this impossible. In this case the time off shall consist of either one day or three consecutive days.
- 24.07 If an employee is given less than four (4) calendar days notice of a change in the employee's tour of duty, the employee shall be paid on an overtime basis for all time worked outside the originally scheduled tours and/or hours, but only for the number of days by which the notice given is short of the four (4) days notice requirement.
- 24.08 Where tours of duty, other than day tours, are established, they shall be on a five (5) day consecutive basis. Any changes in the schedule during these five (5) days shall be on a continuing basis for the remainder of the employee's tour of duty. When the supervisor and employee mutually agree to the changes, Article 24.07 will not apply.
- 24.09 An employee who is called in to work after 24:00 hours and who works for a continuous period of at least four (4) hours prior to the commencement of the employee's scheduled day tour of duty shall be allowed an eight (8) hour rest period before continuing on the employee's scheduled day tour. The employee will be compensated only for that portion of the rest period which falls within the employee's scheduled tour. Such compensation will be at the employee's basic hourly rate of pay.
- 24.10 The meal period for an employee shall not exceed one hour away from the work location or one half hour where mutually agreed between the employee and the supervisor. When the job requires eight or more hours continuous attendance by an employee, the employee shall be paid double the employee's basic hourly rate of pay for the applicable meal period.
- 24.11 On all scheduled evening and night tours and scheduled Saturday and Sunday day tours, twenty minutes shall be allowed for lunch as part of the tour of duty.

## **ARTICLE 25 - OVERTIME**

### *COMMON*

- 25.01 When an employee is required to work three or more continuous hours of overtime at the beginning and/or at the end of their regularly scheduled day

tour of duty and a meal is not provided by the Company, the employees shall be entitled to a breakfast and/or dinner meal allowance. Employees required to work beyond three hours, will be entitled to a lunch meal allowance after each additional four hours of overtime.

In all cases the meal allowance paid will be the amount specified in Article 19.05.

**25.02** Overtime on a scheduled Sunday tour shall be paid at double time.  $\frac{904D}{0}$

**ADMINISTRATIVE**

**25.01** All overtime for the first four (4) hours worked in addition to 7 1/2 hours on any work day shall be computed at 1 1/2 times the basic rate of pay. All overtime for hours worked in excess of 11 1/2 hours on any work day shall be computed at 2 times the basic rate of pay.  $\frac{901D}{4}$

**25.02** An employee required to work on a scheduled day off shall be paid double the basic rate of pay for all hours worked.  $\frac{903-4D}{0}$

**25.03** When called in, the applicable overtime rate will be paid for all hours worked. If the amount to which an employee is entitled when called in is less than four (4) hours pay, the employee shall receive four (4) hours pay. ✓

**25.04** Overtime is a requirement. Overtime will be distributed equitably within a supervisor group with consideration for employee preferences. ✗

**OPERATOR**

**25.01** Daily overtime will be paid at a rate of 1 1/2 times the hourly rate for the first four (4) hours of overtime worked in addition to the regular hours worked on any work day, and 2 times the hourly rate for overtime worked in excess of four (4) hours. Overtime shall be paid in accordance with the table below: ✓

<b>Overtime Worked Minutes</b>	<b>Time to be Counted Hours</b>	<b>Time to be Paid Hours</b>
5-15 inclusive	1/4	3/8
16-30 inclusive	1/2	3/4
31-45 inclusive	3/4	1-1/8
46-60 inclusive	1	1-1/2
61-75 inclusive	1-1/4	1-7/8
76-90 inclusive	1-1/2	2-1/4
91-105 inclusive	1-3/4	2-5/8
106-120 inclusive	2	3
etc.	etc.	etc.

**25.02** Employees required to work weekly overtime shall be paid at a rate of double time for all time worked.

**25.03** When called in, the applicable overtime rate will be paid for all hours worked. If the amount to which an employee is entitled when called in is less than four hours pay, the employee shall receive four hours pay.

## **TECHNICAL**

**25.01** Overtime payments for a period of four hours in excess of the regular scheduled shift shall be computed by multiplying the actual hours worked by one and one-half times the employee's basic hourly rate of pay.

**J** **25.02** Overtime payments for employees working in excess of twelve hours and after midnight and before 07:00 hours and on scheduled days off shall be computed by multiplying the actual hours worked by double their basic hourly rate of pay.

**25.03** Overtime payment for employees whose basic hours of work are ten hours per day, shall be computed by multiplying the actual hours worked by one and one-half times their basic hourly rate for the first two hours worked and by double their basic hourly rate for all hours in excess of two hours.

**25.04** Overtime is a requirement. Overtime will be distributed equitably within a supervisor group with consideration for employee preferences.

## **ARTICLE 26 - DIFFERENTIALS**

### **ADMINISTRATIVE**

**11c1** **26.01** EVENING DIFFERENTIALS - Employees who work an evening tour shall be paid a differential as follows:

- \$0.45 an hour for each hour worked after 1800 hours. (Minimum \$1.25).

**11c2** **26.02** NIGHT DIFFERENTIALS - Employees who work the night tour shall be paid a differential as follows:

- \$0.65 an hour for each hour worked after 2400 hours. (Minimum \$2.00).

**26.03** CHRISTMAS EVE AND NEW YEAR'S EVE DIFFERENTIALS - An employee who works on Christmas Eve or New Year's Eve will be paid double time extra in addition to the applicable rate for all time worked between 1800 hours and the end of the tour of duty.



11C4  
26.04 SUNDAY PREMIUM PAY - An employee who works a scheduled tour, any period of which falls between midnight Saturday, and midnight Sunday, shall be paid Sunday Premium. Sunday Premium Pay is one-half time extra for the time worked in this period.

11C3  
CONSECUTIVE SATURDAY PREMIUM - When a Saturday worked is the second or subsequent Saturday worked at the direction of the Company, a Consecutive Saturday premium of \$20.00 shall apply.

26.05 CONSECUTIVE SATURDAY OR SUNDAY PREMIUM PAY - Shall not be included in wage payments under the following circumstances:

1. For paid absence from duty
2. For the period during which an employee is being paid for on an overtime basis.

26.06 ASSIGNMENT TO HIGHER OCCUPATIONS - An employee who is temporarily assigned to a higher paid occupation for a period of at least four (4) hours shall receive the next higher rate of pay for all hours worked during the tour of duty.

26.07 ASSIGNMENT TO LOWER OCCUPATIONS - An employee who is temporarily assigned to a lower paid occupation shall not receive less than the rate established for the employee's regular occupation during the period of assignment.

26.08 MOTHER'S DAY DIFFERENTIAL - An employee who is scheduled to work on Mother's Day will be paid double time.

11C6  
26.09 LABRADOR HARDSHIP ALLOWANCE - When an employee is required to stay overnight at locations in Coastal Labrador north of Red Bay, the employee shall receive \$20.00 per night.

## **OPERATOR**

26.01 Employees who work a tour ending after 6 p.m. shall be paid a differential as follows:

- ✓ EVENING DIFFERENTIALS — \$0.45 an hour for each hour worked. (Minimum \$1.25)

Employees who work the all night tour shall be paid a differential as follows:

- ✓ NIGHT DIFFERENTIALS — \$0.65 an hour for each hour worked. (Minimum \$2.00)

CHRISTMAS EVE AND NEW YEAR'S EVE DIFFERENTIALS — An employee who works on Christmas Eve or New Year's Eve will be paid

double time extra in addition to the applicable rate for all time worked between 18:00 hours and the end of the tour of duty.

**CHRISTMAS DAY AND NEW YEAR'S DAY DIFFERENTIALS** An employee who works on Christmas Day or New Year's Day will be paid double time extra in addition to the applicable rate for all time worked between 18:00 hours and the end of the tour of duty.

**26.02 Service Assistant**

(On Appointment) 5.0% of basic weekly rate  
**Six** months 7.0% of basic weekly rate  
Twelve months 10.0% of basic weekly rate

**Traffic Office Clerk**

(On Appointment) 4.0% of basic weekly rate  
**Six** months 5.0% of basic weekly rate  
Twelve months 7.0% of basic weekly rate

**26.03 An** Operator assigned to part-time service assistant function shall be paid 7% of the Basic hourly rate. (Minimum of \$2.25).

✓ **26.04 CONSECUTIVE SATURDAY PREMIUM** - When a Saturday worked is the second or subsequent Saturday worked at the direction of the Company, a Consecutive Saturday premium of \$20.00 shall apply.

✓ **SUNDAY PREMIUM** - Halftime extra for all Basic Hours worked.

**26.05** An employee who works the Late Evening Tour (24.02c) and whose tour ends after 10:30 p.m. shall receive a transportation allowance of \$6.00.

**26.06 MOTHER'S DAY DIFFERENTIAL** - **An** employee who is scheduled to work on Mother's Day will be paid double time.

**TECHNICAL**

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

✓ **26.02 CONSECUTIVE SATURDAY PREMIUM PAY** - When a Saturday worked is the second or subsequent Saturday worked at the direction of the Company, a Consecutive Saturday Premium of \$20.00 shall apply.

**26.03 CONSECUTIVE SATURDAY OR SUNDAY PREMIUM PAY** - Shall not be included in wage payments under the following circumstances:

1. For paid absence from duty.
2. For the period during which an employee is being paid for on an overtime basis.
3. When an employee is working on a ten (10) consecutive day basis at eight (8) hours per day or an eight (8) consecutive day basis at ten (10) hours per day as outlined in Article 24 - Hours of Work.

✓ 26.04 **EVENING OR NIGHT DIFFERENTIALS** - An employee who works an evening or night tour, all or a portion of which falls between the hours of 18:00 on one day and 07:00 hours on the following day shall be paid 5% of the employee's basic hourly wage rate for each hour or portion thereof worked during the 18:00 hour to 07:00 hour period or a minimum payment of \$1.00 whichever is the greater. A differential shall not be paid for the period for which an employee is being paid on an overtime basis.

26.05 **CALL-IN PAY** - When called in, the applicable overtime rate will be paid for all hours worked. If the amount to which an employee is entitled when called in is less than four hours pay, the employee shall receive four hours pay.

11c1 26.06 **HIGHTOWER WORK** - an employee who is required to work on towers at heights over fifty feet shall be paid double the regular rate of pay for the time spent above the fifty foot level. When employees are working their regular day off or on Company holidays, their rate of pay shall be three times the basic hourly rate of pay for all time spent above the height of fifty feet on the tower.

26.07 **IN-CHARGE ALLOWANCE - A.C.O.E** Installer who is appointed by the employee's immediate supervisor to be "in charge" of two or more installers, shall be paid an "in charge" differential of 5% of the employee's daily rate.

26.08 **ASSIGNMENT TO HIGHER OCCUPATIONS** - An employee who is temporarily assigned to a higher paid occupation for a period of at least four (4) hours shall receive the next higher rate of pay for all hours worked during the tour of duty.

26.09 **ASSIGNMENT TO LOWER OCCUPATIONS** - An employee who is temporarily assigned to a lower paid occupation shall not receive less than the rate established for the employee's regular occupation during the period of assignment.

26.10 **SPECIAL COMPENSATION - CHRISTMAS EVE AND NEW YEAR'S EVE** - An employee who works on Christmas Eve or New Year's Eve will be paid double time in addition to the applicable rate of pay for all time worked between the hours of 18:00 and 24:00.

**26.11 STRANDING COMPENSATION** –Applies to employees who work outside their reporting centre in coastal Labrador, on a drillship or platform, or at a location that is normally accessible only by helicopter. The following terms and conditions apply to employees who are stranded:

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1. Employees who are unable to return for their scheduled day off due to weather, or work requirements or some other circumstance beyond their control, will be compensated at a rate of two (2) times their basic rate of pay, to a maximum of eight (8) hours per day.
2. Employees who travel on their scheduled day off will be compensated at a rate of two (2) times their basic rate of pay, for the time between 8:00 a.m. until their arrival at their reporting centre, to a maximum of eight (8) hours per day.
3. Where it is feasible, employees who are unable to return to their reporting centre for their scheduled day(s) off will be assigned work and if required to work more than eight (8) hours per day, the applicable overtime rate will apply.
4. Employees who are unable to return to their reporting centre for their scheduled day(s) off and are scheduled to work at that location the week following their day(s) off will remain at that location for the next tour of duty.
5. Employees scheduled to return to their reporting centre will do so at the earliest opportunity using the mode of transportation chosen by the Company.
6. Overtime banking does not apply to compensation earned under this article.

**26.12 LABRADOR HARDSHIP ALLOWANCE** - When an employee is required to stay overnight at locations in Coastal Labrador north of Red Bay, the employee shall receive \$20.00 per night.

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**26.13 ENVIRONMENTAL DIFFERENTIAL** - Employees required to stay overnight at a location that does not provide normal access to a community, for example: a drillship or platform, a survival facility or a remote microwave site (except where employees are permanently assigned to work at such locations) will be paid an Environmental Differential of \$60.00 for all nights at that location.

## **ARTICLE 27 - HOLIDAYS**

### **COMMON**

27.01 When a Company holiday falls on a day of the employee's annual vacation, the employee shall receive an additional day off with pay. The additional day off with pay shall be granted at a time convenient to the employee and the Company.

### **ADMINISTRATIVE**

27.01 (a) The following shall be recognized as paid Company Holidays:

- \ Boxing Day
- Christmas Day
- Civic Holiday (All reporting centres except those which recognize Regatta Day)
- \ Commonwealth Day
- \ Dominion Day
- \ Good Friday
- \ July 12th
- \ Labour Day
- \ New Year's Day
- Regatta Day (Reporting centres within St. John's and other applicable areas)
- \ Remembrance Day
- \ Thanksgiving Day
- , Floating Holiday

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(b) Apart-time employees shall receive one-tenth of the employee's regular earnings for the pay period immediately preceding the holiday, not to exceed one-fifth of the employee's basic rate of pay for the paid holiday.

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Subject to the following conditions, the Floating Holiday applies to all employees except those individuals who are hired for summer relief:

- (a) The holiday shall be a day of the employee's choice. However, management reserves the right to determine the number of employees who may be granted a holiday on any one day.
- (b) Each employee shall schedule the Floating Holiday at least 2 weeks in advance.
- (c) The Floating Holiday must be taken in the calendar year of entitlement.
- (d) Employees hired after November 1 of any calendar year are not entitled to the Floating Holiday for that calendar year.

- 27.02 An employee working on a Company holiday shall receive Holiday Pay and in addition shall be paid time and one-half for hours worked.
- 27.03 If the employee and the Company agree and provided the employee works the basic hours for the day, the employee may be granted a day off with pay at a time convenient to the employee and the Company.
- 27.04 When a Company holiday, excluding Christmas Day, Boxing Day and New Year's Day falls on either a Saturday or Sunday, the Holiday shall be observed on the day of observation set by the Provincial Government.
- 27.05 When a holiday falls on an employee's scheduled day off, a day off with pay in place of the holiday shall be granted at a time convenient to the employee and the Company.

**OPERATOR**

27.01 The following shall be recognized as paid Company holidays:

- Boxing Day
- Labour Day
- Christmas Day
- New Year's Day
- Commonwealth Day
- Two Floating Days
- Dominion Day
- Remembrance Day
- Good Friday
- Thanksgiving Day
- Employee's Birthday

Should the birthday occur on a paid holiday or on the employee's scheduled day off, an alternate day off will be granted.

- 27.02 An employee not scheduled to work on a Company Holiday shall receive holiday pay as follows:
  - (a) A full-time employee shall receive one-fifth of the employee's basic rate of pay.
  - (b) A part-time employee shall receive one-tenth of the employee's regular earnings for the pay period immediately preceding the holiday not to exceed one-fifth of the employee's basic rate of pay.

27.03 An employee working on a Company Holiday shall receive holiday pay according to 27.02 above, and in addition, shall be paid time and one-half

for time worked during basic hours of work. However, if the employee and the Company agree, and provided the employee works the basic hours of a holiday, the employee may be granted a holiday with pay at a time convenient to the employee and Company in lieu of receiving straight time for the holiday worked.

27.04 Subject to the following conditions, the Floating Holidays apply to all employees except those individuals who are hired for summer relief:

- (a) The holiday shall be a day of the employee's choice. However, management reserves the right to determine the number of employees who may be granted a holiday on any one day.
- (b) Each employee shall schedule the Floating Holiday at least 2 weeks in advance.
- (c) All Floating Holidays must be taken in the calendar year of entitlement.
- (d) Employees hired after November 1 of any calendar year are not entitled to the Floating Holidays for that calendar year.

27.05 When a holiday falls on an employee's scheduled day off, a day off with pay in place of the holiday shall be granted at a time convenient to the employee and the Company.

## **TECHNICAL**

27.01 (a) The following shall be recognized as paid Company holidays:

- Boxing Day
- Christmas Day
- Civic Holiday (All reporting centres except those which recognize Regatta Day)
- Commonwealth Day
- Dominion Day
- Good Friday
- July 12th
- Labour Day
- New Year's Day
- Regatta Day (Reporting centres within St. John's and other applicable areas)
- Remembrance Day
- Thanksgiving Day
- Floating Holiday

(b) Subject to the following conditions, the floating holiday applies to all employees except those individuals who are hired for summer relief:

- (i) The holiday shall be a day of the employee's choice. However, management reserves the right to determine the number of employees who may be granted a holiday on any one day.
- (ii) Each employee shall schedule the Floating Holiday at least 2 weeks in advance.
- (iii) The Floating Holiday must be taken in the calendar year of entitlement.
- (iv) Employees hired after November 1 of any calendar year are not entitled to the Floating Holiday for that calendar year.

27.02 **An** employee who is scheduled to work on any of the Company Holidays specified in Section 27.01 shall be paid straight time for the holiday and in addition at time and one-half extra for the hours worked up to a maximum of twelve hours and at the applicable overtime rate for all additional hours worked. Employees who are not required to work shall be granted these days off with pay.

27.03 If the employee and the Company agree, and provided the employee works the employee's basic hours for the day, the employee may be granted a holiday with pay at a time convenient to the employee and Company in lieu of receiving straight time for the holiday and in addition will receive pay for work on the holiday as specified in this Section.

27.04 **When** a Company Holiday, excluding Christmas Day, Boxing Day and New Year's Day falls on either a Saturday or Sunday, the Holiday shall be observed on the day of observation set by the Provincial Government.

27.05 **An** employee called out to work on a Company holiday shall, in addition to the employee's basic holiday pay, be paid time and one-half extra for each hour worked between 07:00 hours and 21:00 hours, and double time extra for each hour worked thereafter.

27.06 When a holiday falls on an employee's scheduled day off, a day off with pay in place of the holiday shall be granted at a time convenient to the employee and the Company.

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## **COMMON**

28.01 New employees will be granted one (1) day of annual vacation for each month worked, during the calendar year in which they are employed, up to a maximum of ten (10) days.



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**An** employee with one or more years of Company service shall receive three (3) weeks annual vacation with pay.

4-10

**An** employeewith ten (10) but less than twenty (20) years of serviceshall receive four (4) weeks annual vacation with pay. One (1) week of the four must be taken in months other than June, July, August and September.

5-20

**An** employeewith twenty (20) but less than twenty-nine (29) years of service shall receive five (5) weeks annual vacation with pay. One week of the five must be taken in months other than June, July, August and September.

6-29

**An** employeewith twenty-nine (29) or more years of service shall receive six (6) weeks annual vacation with pay. One week of the six must be taken in months other than June, July, August and September.

When a Company holiday falls on a day of the employee's annual vacation, the employee shall receive an additional day off with pay.

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**28.02** A winter bonus of one (1) day's pay will be given employees for each week of annual vacation taken between October 15th - December 15th, and January 15th - April 30th, or the employee may opt to take one (1) additional day's vacation in this same period.

**28.03** The Company shall schedule vacations between January 1 and December 31 of the current year. Employees shall select vacation periods by seniority. For the purposes of vacation selection, seniority shall be equal to net credited service.

Normally vacations shall be taken in one continuous period. In cases where vacations are not taken in one continuous period, only one vacation period shall be selected by seniority until all employees on the vacation schedule have selected one period. Subsequently all employees on the schedule who have chosen to take their vacations in non-continuous periods shall select in order of seniority for a second vacation period and again for subsequent periods until all periods are chosen.

Vacation periods shall commence on Sunday of each week.

Available vacation periods will not be "reserved" or "held" by employees during the selection process. An employee who delays the selection process for an unreasonable period will be given notice and will have a maximum of twenty four (24) hours to submit their vacation selection. If a selection is not made, the next most senior employee will have an opportunity to make their vacation selection.

Scheduling of vacations will be completed by January 31 of the vacation year.

Any unused vacation must be taken by April 30 of the following year.

When an employee is transferred, promoted out of the group, or cancels their selected vacation period(s) four (4) or more weeks prior to the start of their vacation selection, the vacation period(s) selected by that employee shall be offered in order of seniority to other employees in the group. Where the notice period is less than four (4) weeks, the vacation may be offered to other employees in the group at the discretion of the supervisor. In either case, selection for the newly available period(s) shall begin with the employee who is next lowest in seniority to the employee who was transferred or promoted, or who cancelled the period. Transferred or promoted employees shall be allowed to use their originally selected vacation periods in their new group.

Employees shall have access to the vacation schedule for their group, and will be informed immediately of any changes or revisions to the schedule.

Temporary employees with six (6) or more months of service may request available vacation period(s) for leave without pay following the establishment of the vacation schedule for the regular employees in the group. Temporary employees shall be entitled to leave without pay for their selected vacation period(s) on the basis of their seniority entitlement to vacation under Article 28.01.

28.04 When an employee is taken ill, meets with an accident, is confined by quarantine regulations, or is called for jury duty:

(a) before leaving work on the last day of work preceding the vacation, and is prevented from taking the vacation, the Company shall re-schedule the vacation at a later date in the calendar year for which the vacation is granted, or prior to the end of April of the following year.

(b) after leaving work on the last day of work preceding the vacation, the employee's vacation shall not be re-scheduled.

28.05 Pay in lieu of vacation shall be given as follows:

(a) For employees leaving the service of the Company in the calendar year of employment, the greater of 1 day's pay for each month worked or 4% of wages less any vacation or vacation pay already taken.

(b) For employees leaving the service of the Company in subsequent years of employment; any vacation pay owing for a prior completed year of employment and;

(i) for an employee with one (1) year but less than ten (10) years of Company service, six percent (6%) of gross wages paid in the year of leaving the service of the Company less any vacation or vacation pay already taken for that year, or;

- (ii) for an employee with ten (10) years but less than twenty (20) years of Company service, eight percent (8%) of gross wages paid in the year of leaving the service of the Company less any vacation or vacation pay already taken for that year, or;
- (iii) for an employee with twenty (20) years but less than twenty-nine (29) years of company service, ten percent (10%) of gross wages paid in the year of leaving the service of the Company less any vacation or vacation pay already taken for that year, or;
- (iv) for an employee with twenty-nine (29) years or more of company service, twelve per cent (12%) of gross wages paid in the year of leaving the service of the Company less any vacation or vacation pay already taken for that year.

In cases (i) through (iv) above, if pay for vacations already taken in that year is greater than the pay in lieu of vacation for the time worked, the employee will be required to “payback” excess vacation owed. This will be affected by means of a deduction from the final pay cheque.

- (c) Temporary employees will be paid in lieu of vacation according to the percentage rates listed in (i) through (iv) above. Pay in lieu of vacation will be paid on each regular pay day.

**28.06** An employee on vacation should not be recalled to duty during the vacation period except in extreme circumstances, and there should be a degree of willingness on the employee’s part to return to work. The recall of an employee from vacation shall require Department Head approval.

**ADMINISTRATIVE**

1502 **28.01** Part-time employees shall be given vacations in the same manner as full-time employees. The weekly rate to be paid will be an average of the weekly basic wages earned during the six preceding pay periods.

**OPERATOR**

✓ **28.01** Part-time employees shall be given vacations in the same manner as full-time employees. The weekly rate to be paid will be an average of the weekly basic wages earned during the six preceding pay periods.

**ARTICLE 29 - ALLOWANCE**

**COMMON**

**29.01** (a) The Company will provide annual travel assistance for Labrador

1126

employees with regular status and at least six month's service in Labrador in the calendar year. Employees must choose either of the following options for their family by January 31 of each calendar year:

- (1) \$1,000.00 per eligible family member. This amount will be paid for each of the employee, the employee's spouse and the employee's eligible dependent children. Employees may waive tax deduction from payroll if the employee agrees in writing that the payment provided will be used entirely for vacation or medical travel. The Company will extend to Labrador employees any price discounts negotiated with preferred air carriers.
- (2) One air ticket per eligible family member, to a maximum value of full-fare economy travel between St. John's and the employee's Reporting Center.
- (b) Eligible dependent children under option (1) or (2) include children between the ages of 2 and 21 or under the age of 25 years where the child is a full-time student, or where the child is disabled and wholly dependent upon the employee. Eligible children must be single and unemployed.

29.02 The weekly Northern Allowance payable to an employee shall be \$100.00. To be eligible for Northern Allowance, an employee shall have one (1) or more months (30 days) of service with the Company.

**ADMINISTRATIVE**

29.01 Part-time Administrative employees located in Labrador and assigned to work less than the basic hours of work shall be paid pro rata portion of the Northern Allowance payable to full-time employees.

**ARTICLE 30 - SICKNESS ABSENCE & GROUP INSURANCE**

**COMMON**

13AE  
1-3-5-8

30.01 The Group Insurance Plan shall be maintained and will be provided through the Company's NewFlex Benefits Program. Any cost increases in Basic Life, Health, Dental or LTD Programs up to Option 3 will be shared on an equal basis by the Company and the employees. The Company agrees that for the life of this Agreement, the Program of benefits will not fall below the level provided at the time of signing. The Company agrees to consult with the Union whenever either party deems that a revision to the Group Insurance Plan is desirable or necessary. The Company agrees to establish a committee with Union representation to review benefits, experience and costs annually.

6 E 10

30.02 An employee absent because of sickness must report such absence to the employee's immediate supervisor promptly.

30.03 In all cases of sickness absence less than eight (8) calendar days, suitable proof of the employee's disability must be produced when requested. A doctor's certificate shall be suitable proof.

30.04 In all sickness absence cases exceeding seven (7) consecutive calendar days, the employee must submit a signed form NT 1935 "Physician's Report to Company Medical Officer" to the employee's attending physician. The purpose of form NT 1935 is:

- (1) to qualify for benefits under Article 30.05, and
- (2) to advise the Company Health Centre of the nature of the employee illness or injury, and
- (3) to authorize the employee's attending physician to consult with the Company Health Centre regarding the employee's illness or injury and the potential for rehabilitation, and
- (4) provide information for the development of an appropriate rehabilitation program for the employee.

30.05 Payment for sickness absence prior to the eighth full calendar day will be in accordance with the following rules and schedule:

- (a) Employees with one (1) or more years of service - absence payments will commence on the first day of any sickness absence.
- (b) Employees with six (6) months but less than one (1) year of service - no pay for the first day of sickness absence.
- (c) Employees with less than six (6) months service - no sickness absence pay.

Payment for sickness absence which exceeds seven (7) consecutive calendar days, shall be in accordance with the following schedule:

13A6  
E-D

Net Credited Service	No. of Weeks at Full Pay	No. of Weeks at 2/3 Pay	No. of Weeks at 1/2 Pay
* 3 months but less than 6 months	—	15	—
6 months but less than 2 years	2	13	—
2 years but less than 3 years	4	11	—
3 years but less than 4 years	5	10	12
4 years but less than 5 years	6	9	14
5 years but less than 6 years	7	8	16
6 years but less than 7 years	8	7	18
7 years but less than 8 years	9	6	23

13A7/E-D

<b>Net Credited Service</b>	<b>No. of Weeks at Full Pay</b>	<b>No. of Weeks at 2/3 Pay</b>	<b>No. of Weeks at 1/2 Pay</b>
8 years but less than 9 years	10	5	28
9 years but less than 10 years	11	4	33
10 years but less than 11 years	13	2	36
11 years but less than 12 years	16	—	35
12 years but less than 13 years	18	—	33
13 years but less than 14 years	21	—	30
14 years but less than 15 years	23	—	28
15 years but less than 16 years	26	—	26
16 years but less than 17 years	29	—	23
17 years but less than 18 years	31	—	21
18 years but less than 19 years	34	—	18
19 years but less than 20 years	36	—	16
20 years but less than 21 years	39	—	13
21 years but less than 22 years	42	—	10
22 years but less than 23 years	44	—	8
23 years but less than 24 years	47	—	5
24 years but less than 25 years	49	—	3
25 years and more	52	—	—

\* Benefits commence after 14 days. For all net credited service greater than six months, benefits commence after seven days of absence. The first seven days absence from work are paid in accordance with the Incidental Absence Benefit.

In order to qualify for this benefit the employee is responsible for ensuring that the 1935 Form "Physician's Report to the Company Medical Officer" is completed and returned to the Medical Group no later than the 15th. calendar day of absence.

Where there are extenuating circumstances, an extension shall be discussed with the immediate supervisor.

- 30.06 (a) Employees absent from work due to an industrial accident will receive the difference between Workers' Compensation payment and the pay to which they would be entitled under the Sickness Absences schedule for their years of service to the extent permitted by law.
- (b) The Company and the Union agree that the rehabilitation of sick and injured employees is a priority. The Company and the Union will participate in any such rehabilitation program in conjunction with

**Workers' Compensation or the group insurance carrier or any other appropriate agencies.**

- 14A4
- (c) **An employee who is medically unfit to perform normal duties will whenever possible be provided with suitable alternate employment at the employee's existing rate of pay. Where training is required to facilitate such a placement, a reasonable period of on-the-job training will be provided.**

## **ADMINISTRATIVE**

- 15C3
- 30.01** Sickness pay for part-time employees shall be proportional to the average time worked per week during the six (6) pay periods preceding the paid absence.

## **OPERATOR**

- ✓ **30.01** Sickness pay for part-time employees shall be proportional to the average time worked per week during the six (6) pay periods preceding the paid absence.

## **ARTICLE 31—MISCELLANEOUS WORKING CONDITIONS**

### **COMMON**

- 31.01** The Company and the Union agree to promptly investigate any picketing situation involving Company employees. In the case of a legal picket, the Union will immediately make every effort to obtain clearance from the affected Union. Illegal picket lines shall be disregarded.

### **ADMINISTRATIVE**

- 31.01** The Company maintains the right to assess the level of service employees provide to customers. Observations may involve an individual employee or a group of employees.

#### Individual Observations

- 1) Performance and/or training requirements
- 2) Advance notice to employee
- 3) Observations shall not exceed 2 hours in a 30 day period
- 4) Feedback will be provided prior to the end of the shift

#### Group Observations

- 1) Service provisioning requirements
- 2) Advance notice to employees
- 3) Observations shall not exceed 2 hours in a 30 day period

4) Feedback will be provided prior to the end of the shift

It is not the Company's intent to use the observation process for disciplinary reasons.

## **OPERATOR**

**31.01** The Company maintains the right to **assess** the level of service employees provide to customers. Observations may involve an individual employee or a group of employees.

Individual Observations

- 1) Performance and/or training requirements
- 2) Advance notice to employee
- 3) Observations shall not exceed 2 hours in a 30 day period
- 4) Feedback will be provided prior to the end of the shift

Group Observations

- 1) Service provisioning requirements
- 2) Advance notice to employees
- 3) Observations shall not exceed 2 hours in a 30 day period
- 4) Feedback will be provided prior to the end of the shift

It is not the Company's intent to use the observation process for disciplinary reasons.

## **TECHNICAL**

**31.01** The Company shall decide what tools are required for the job and supply or make them available and replace tools, that in its judgement, become obsolete or worn out.

Each employee shall be responsible to the Company for safeguarding and proper use of tools assigned to the employee.

**31.02** Employees shall provide themselves with proper clothing for the job to which they are assigned.

**31.03** The Company shall supply or **make available such special clothing** which it deems necessary to be worn on the job for reasons of safety or health or as a protection for undue wear or damage. The Company will supply such special clothing as it deems necessary to be worn on the job for reason of appearance.



**31.04** At any time when the Company considers the weather as unsuitable for outside work, employees will be assigned to work under shelter, as far as practical, except where in the judgement of the Company, cases of emergency or necessity exist.

## **ARTICLE 32 - PLACEMENT OF RESTRICTED EMPLOYEES**

### **COMMON**

14 A4

- 32.01 Employees considered under this article must be certified by the Company doctor in consultation with the attending physician to be permanently restricted from performing the core functions of their current classification/position for medical reasons.
- 32.02 No employee will be displaced by the placement of a restricted employee and under no circumstance is the Company obligated to create a job. In addition no employee will be placed without Union consultation and approval.
- 32.03 Employees who qualify may be placed in a vacant position without job posting, provided they have the ability to perform the functions of the job. If training is required it will not normally exceed six (6) months unless mutually agreed to by the Company and the Union. Employees placed through this process will have up to a six (6) month trial period prior to permanent placement.
- 32.04 Employees who are placed in a higher paid position through this process will move to the appropriate step on the new wage schedule. Employees who are placed in a lower paid position will receive salary protection in accordance with Article 11.09.
- 32.05 Employees who refuse relocation within the period they are entitled to sickness or long-term disability benefits may do so without losing:
- (a) benefits entitlement
  - (b) future opportunities under this Article
- 32.06 Where relocation is required, employees will be compensated in accordance with the Company Moving Practice (GAP 1999 01 0 1).
- 32.07 The Company and the Union will make best efforts to place a restricted employee, but cannot guarantee placement.

**WITNESS CLAUSE**

In Witness Whereof the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 26th day of August 1999.

**NEWTEL COMMUNICATIONS INC.**

S.R. Duggan  
D.S. Curnew  
C. Williams  
M.O. Suter  
D.L. Willar  
L.T. Joy  
F. Beresford

**LOCAL UNION 410 OF COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA**

C. Shewfelt  
P. Briffett  
S. Pearce  
M. Rowe  
M. Croke  
W. Walsh  
B. Janes  
B. Gardner  
J. Houlahan  
M. Hulan

**Its duly authorized Bargaining Representatives.**

**APPENDIX I**

**ADMINISTRATIVE**

**WAGE SCHEDULE  
OCCUPATIONS**

Clerk C  
Clerk D  
Clerk E  
Clerk J  
Service Representative  
Printer/Typesetter  
Bookkeeper

*Groupe 1*

*OPERATOR*

**WAGE SCHEDULE  
OCCUPATIONS**

Operator  
Traffic Office Clerk  
Service Assistant

*Groupe 1*

**Note: Appendix II indicates wage schedule for each of the above classifications**

**TECHNICAL**

**WAGE SCHEDULE I**  
**OCCUPATIONS**

- GROUP 1:** Cable Repair Technician  
Combination Technician  
Network Equipment Technician  
Network Services Technician  
Business Services Technician  
Splicer  
Tester  
Certified Hot Line Technician
- GROUP 2:** Line Technician  
Service Technician (Residence & Small Business)  
Combination Technician  
Frameperson
- GROUP 3:** Telephone Instrument Technician  
Combination Technician
- GROUP 4:** Coin Collector/Repair Person
- GROUP 5:** Prewire Technician
- Group 1*

**WAGE SCHEDULE II**  
**OCCUPATIONS**

- Building Equipment Technician  
Building Maintenance Technician  
Stockperson  
Mechanic  
Storekeeper  
House Service Person  
Combination Person
- Group 2*

**WAGE SCHEDULE III**  
**OCCUPATIONS**

\*Rigger

\*Technical Article 26.06 does not apply.

APPENDIX II

ADMINISTRATIVE WAGE SCHEDULE

CLERK C

<i>BR</i>	<u>STEP</u>	Jan 1/99	<i>Jan 1</i> <del>July</del> 1/00	Jan 1/01
	1	\$445.21	\$456.34	\$470.03
	2	\$457.12	\$468.55	\$482.61
	3	\$466.36	\$478.02	\$492.36
	4	\$480.91	\$492.93	\$507.72
	5	\$492.82	\$505.14	\$520.29
	6	\$504.72	\$517.34	\$532.86
	7	\$519.27	\$532.25	\$548.22

CLERKD

<u>STEP</u>	Jan 1/99	July 1/99	Jan 1/00	July 1/00	Jan 1/01	July 1/01
1	\$474.29	\$490.88	\$503.15	\$519.38	\$534.96	\$551.25
2	\$487.52	\$504.00	\$516.60	\$532.88	\$548.87	\$565.13
3	\$502.07	\$518.63	\$531.60	\$547.88	\$564.32	\$580.50
4	\$545.40	\$561.75	\$575.79	\$591.75	\$609.50	\$625.50
5	\$557.31	\$573.75	\$588.09	\$604.13	\$622.25	\$638.25
6	\$571.85	\$588.38	\$603.09	\$619.13	\$637.70	\$654.00
7	\$583.76	\$600.38	\$615.39	\$631.50	\$650.45	\$666.75

CLERKE

<u>STEP</u>	Jan 1/99	July 1/99	Jan 1/00	July 1/00	Jan 1/01	July 1/01
1	\$515.29	\$525.38	\$538.51	\$548.63	\$565.09	\$574.88
2	\$528.51	\$538.50	\$551.96	\$562.13	\$578.99	\$588.75
3	\$543.05	\$553.13	\$566.96	\$577.13	\$594.44	\$604.13
4	\$576.64	\$586.88	\$601.55	\$611.63	\$629.98	\$639.75
5	\$589.87	\$600.00	\$615.00	\$625.13	\$643.88	\$653.63
6	\$608.38	\$618.38	\$633.84	\$643.88	\$663.20	\$673.13
7	\$621.60	\$631.88	\$647.68	\$657.75	\$677.48	\$687.38

**CLERK I**

<b>STEP</b>	<b>Jan 1/99</b>	<b>July1/99</b>	<b>Jan 1/00</b>	<b>July1/00</b>	<b>Jan 1/01</b>	<b>July1/01</b>
1	\$556.28	\$566.63	\$580.80	\$591.38	\$609.12	\$619.13
2	\$576.12	\$586.50	\$601.16	\$611.63	\$629.98	\$640.13
3	\$589.33	\$600.00	\$615.00	\$625.50	\$644.27	\$654.38
4	\$624.84	\$635.25	\$651.13	\$661.50	\$681.35	\$691.50
5	\$644.66	\$655.13	\$671.51	\$682.13	\$702.59	\$712.88
6	\$655.25	\$665.63	\$682.27	\$692.63	\$713.41	\$723.38
7	\$673.75	\$684.38	\$701.49	\$712.13	\$733.49	\$743.63

**SERVICEREPRESENTATIVE**

<b>STEP</b>	<b>Jan1/99</b>	<b>July1/99</b>	<b>Jan 1/00</b>	<b>July1/00</b>	<b>Jan 1/01</b>	<b>July1/01</b>
1	\$515.29	\$532.13	\$545.43	\$562.13	\$578.99	\$595.88
2	\$528.51	\$545.25	\$558.88	\$575.63	\$592.90	\$609.75
3	\$543.05	\$559.88	\$573.88	\$590.63	\$608.35	\$625.13
4	\$586.05	\$603.00	\$618.08	\$634.88	\$653.93	\$670.88
5	\$599.28	\$616.13	\$631.53	\$648.38	\$667.83	\$684.75
6	\$617.79	\$634.50	\$650.36	\$667.13	\$687.14	\$703.88
7	\$631.01	\$648.00	\$664.20	\$681.00	\$701.43	\$718.13
8	\$647.87	\$664.88	\$681.50	\$698.25	\$719.20	\$736.13

**PRINTER/TYPESSETTER**

<b>STEP</b>	<b>Jan1/99</b>	<b>Jan1/00</b>	<b>Jan1/01</b>
1	\$458.44	\$469.90	\$484.00
2	\$495.45	\$507.84	\$523.08
3	\$535.12	\$548.50	\$564.96
4	\$568.19	\$582.39	\$599.86
5	\$606.52	\$621.68	\$640.33
6	\$643.56	\$659.65	\$679.44
7	\$681.89	\$698.94	\$719.91
8	\$720.23	\$738.24	\$760.39
9	\$753.28	\$772.11	\$795.27



**BOOKKEEPER**

STEP	Jan 1/99	Jan 1/00	Jan 1/01
1	\$610.50	\$625.76	\$644.53
2	\$627.68	\$643.37	\$662.67
3	\$644.86	\$660.98	\$680.81
4	\$660.73	\$677.25	\$697.57
5	\$680.55	\$697.56	\$718.49
6	\$695.09	\$712.47	\$733.84
7	\$716.26	\$734.17	\$756.20

**OPERATOR WAGE SCHEDULE**

STEP	Jan 1/99	July 1/99	Jan 1/00	July 1/00	Jan 1/01	July 1/01
1	\$392.02	\$402.38	\$412.44	\$423.00	\$435.69	\$446.25
2	\$406.76	\$417.38	\$427.81	\$438.38	\$451.53	\$462.00
3	\$421.50	\$432.00	\$442.80	\$453.38	\$466.98	\$477.38
4	\$458.52	\$469.13	\$480.86	\$491.25	\$505.99	\$516.38
5	\$473.27	\$483.75	\$495.84	\$506.25	\$521.44	\$532.13
6	\$489.35	\$499.88	\$512.38	\$522.75	\$538.43	\$549.00
7	\$559.02	\$569.63	\$583.87	\$594.38	\$612.21	\$622.88

**TECHNICAL WAGE SCHEDULE I**

	STEP	Jan 1/99	Jan 1/00	Jan 1/01
	1	\$461.78	\$473.32	\$487.52
	2	\$506.73	\$519.40	\$534.98
	3	\$531.13	\$544.41	\$560.74
	4	\$565.80	\$579.95	\$597.35
Max. Grp. 5	5	\$600.48	\$615.49	\$633.95
	6	\$640.29	\$656.30	\$675.99
Max. Grp. 4	7	\$676.24	\$693.15	\$713.94
	8	\$730.19	\$748.44	\$770.89
Max. Grp. 3	9	\$755.88	\$774.78	\$798.02
Max. Grp. 2	10	\$802.11	\$822.16	\$846.82
Max. Grp. 1	11	\$857.33	\$878.76	\$905.12

**TECHNICAL WAGE SCHEDULE II**

	<b>STEP</b>	<b>Jan 1/99</b>	<b>Jan 1/00</b>	<b>Jan 1/01</b>
	1	\$452.80	\$464.12	\$478.08
	2	\$478.49	\$490.45	\$505.16
	3	\$508.01	\$520.71	\$536.33
	4	\$533.70	\$547.04	\$563.45
	5	\$572.23	\$586.54	\$604.14
<b>A</b>	6	\$596.63	\$611.55	\$629.90
	7	\$622.32	\$637.88	\$657.02
<b>B</b>	8	\$686.36	\$703.52	\$724.63
<b>C</b>	9	\$759.74	\$778.73	\$802.09
<b>D</b>	10	\$817.51	\$837.95	\$863.09
<b>E</b>	11	\$857.33	\$878.76	\$905.12

**MAXIMUM RATES FOR**

- A. House Service Person
- B. Stock person
- C. Building Maintenance Technician
- D. Storekeeper
- E. Mechanic and Building Equipment Technician.

**TECHNICAL WAGE SCHEDULE III**

	<b>STEP</b>	<b>Jan 1/99</b>	<b>Jan 1/00</b>	<b>Jan 1/01</b>
	1	\$527.28	\$540.46	\$556.67
	2	\$560.68	\$574.70	\$591.94
	3	\$596.97	\$611.89	\$630.25
	4	\$636.23	\$652.14	\$671.70
	5	\$674.52	\$691.38	\$712.12
	6	\$691.32	\$708.60	\$729.86
	7	\$714.70	\$732.57	\$754.55
	8	\$740.49	\$759.00	\$781.77
	9	\$766.18	\$785.33	\$808.89
	10	\$802.11	\$822.16	\$846.82
	11	\$821.37	\$841.90	\$867.16

**MAXIMUM RATES FOR: Rigger**



## APPENDIX III

### ADMINISTRATIVE REPORTING CENTRES

Bay Roberts  
Clarenville  
Corner **Brook**  
DMS Bldg., Main St.  
Work Centre, O'Connell Dr.  
Gander  
80 Airport Blvd.  
49 McCurdy Dr.  
Goose Bay  
Grand Falls  
Labrador City  
Lewisporte  
**Marystown**  
Mount Pearl  
Donovan's  
Mt. Pearl C.O.  
Port Aux Basques  
Springdale  
Stephenville  
St. Anthony  
St. John's  
Fort Wm. Bldg.  
50 Allandale Rd.  
51 O'Leary Avenue

## TECHNICAL REPORTING CENTRES

Arnold's Cove	Gander	Pasadena
Badger	80 Airport Rd.	Port aux Basques
Baie Verte	49 McCurdy Dr.	Port Saunders
Bay Roberts	Glovertown	Pouch Cove
Bell Island	Goose Bay	Renews
Bishops Falls	Grand Bank	Rocky Harbour
Bonavista	Grand Falls	Roddickton
Botwood	Harbour Breton	Springdale
Brig Bay	Hare Bay	Stephenville Crossing
Burgeo	Heart's Content	Stephenville
Cape Broyle	Hermitage	St. Alban's
Carbonear	Hillview	St. Anthony
Garmanville	Holyrood	St. John's
Cartwright	Labrador City	50 Allandale Rd.
Clareville	L'Anse au Loup	51 O'Leary Ave.
Godroy	Lewisporte	Confederation Bldg.
Corner Brook	Long Pond	Fort Wm. Bldg.
DMS Bldg., Main St.	Lourdes	Health Sciences Centre
Work Centre, O'Connell Dr.	Mount Pearl	M.U.N.
Cow Head	Donovan's	St. Lawrence
Deer Lake	Mt. Pearl C.O.	Summerford
Eastport	Marystown	Torbay
flower's Cove	Milltown	Twillingate
<b>Fogo</b>	Mount Carmel	Wabush
Forteau	Musgravetown	Wesleyville
Freshwater	Nain	Western Bay
Gambo	New Harbour	

## TECHNICAL REPORTING AREAS

St. John's #1	St. John's #2	Bay Roberts #3	Freshwater #4	St. John's #5	Clareville #6	Greenham #7	Lewisporte #8
Bell Island Long Pond Mt. Pearl Pouch Cove St. John's Torbay	Cape Broyle Fermouse Renews	Bay Roberts Carbonear New Harbour Hearts Content Western Bay Holyrood	Freshwater Mt. Carmel	Marystown Grand Bank	Clareville Musgravetown Arnold's Cove Hillview	Eastport Glovertown Hare Bay Gander Gambo	Lewisporte Summerford Twillingate
Grand Falls #9	Harbour Breton #10	Springdale #11	Rosy Harbour #12	St. Anthony #13	Corner Brook #14	Stephenville #15	Port aux Basques #16
Badger Bishops Falls Botwood Grand Falls Lewisporte	Milltown St. Albans Harbour Breton Hermillage	Baie Verte Springdale	Cow Head Rocky Harbour	St. Anthony	Corner Brook Pasadena Deer Lake	Lourdes Stephenville Stephenville-Xing	Codroy Port aux Basques
Southern Lab #17	Goose Bay #18	Labrador West #19	Bonavista #20	Wesleyville #21	Port Saunders #22	Gander #23	Nain #24
Forteau L'anse au Loup	Goose Bay	Labrador City Wabush	Bonavista	Wesleyville Carmanville	Brig Bay Flowers Cove Port Saunders	Gander Carmanville Lewisporte	Nain
Churchill Falls #25	Raddickton #26	Burgeo #27	Fogo #28	Cartwright #29			
Churchill Falls	Roddickton	Burgeo	Fogo	Cartwright			

**LETTER OF INTENT**  
**NEWTEL COMMUNICATIONS**

1999 06 23

Mr. Phil Briffett  
President  
Local 410, C.E.P.  
330A Portugal Cove Place  
St. John's, NF  
A1A 4Y5

Dear Sir:

**SUBJECT: JOB PROTECTION INITIATIVES**

The Company intends to strengthen its efforts in the area of job security through a number of initiatives, as follows:

**New Business Opportunities**

In an effort to create diversification and additional work for employees, the Company commits to actively pursue new business opportunities that will effectively utilize our human resources expertise.

It is the Company's intention to continue to seek work assignments in the international market place for employees during the life of this Collective Agreement. The Company will continue to consult with the Union in exploring this market.

In addition, the Company is actively pursuing a variety of new business ventures that are expected to achieve growth and new opportunities for bargaining unit employees. The Company commits to work with interested employees to help them pursue such new career opportunities.

**Retraining Commitment**

The Company will establish and administer a training fund to be used solely for bargaining unit employee development and training to assist them in pursuing new career opportunities. The fund will be set at a minimum of \$250,000 per year for the life of this agreement.

The Company and the Union will establish a joint committee to develop criteria and policies related to administering this training fund.

**Retirement and Termination Incentives** 10K

In the event of employee surpluses in the Bargaining Unit during the life of the Agreement, the Company will ~~consider~~ early retirement applications from employees who are eligible for a reduced or unreduced service pension. In addition, the Company will consider applications for voluntary termination from any employee. The Company will offer a minimum of one early retirement or voluntary termination package for each surplus employee.

All applications for early retirement and voluntary termination are subject to Company approval based upon business and operational requirements.

**B1** Effective with date of signing, the Company will increase the one-time incentive payable to employees with approved applications to two and one-half (2.5) weeks base pay for each year of service.

**Union Consultation**

If all of the above initiatives have been exhausted and there are still surplus regular employees remaining, the Company agrees to meet with the Union to explore other possible alternatives prior to taking any other action.

Yours truly,

S. R. Duggan  
Director Human Resources

**LETTER OF INTENT**  
**NEWTEL COMMUNICATIONS**

1999 06 23

Mr. Phil Briffett  
President  
Local 410, C.E.P.  
330A Portugal Cove Place  
St. John's, Nfld.  
A1A 4Y5

Dear Sir:

Subject: PENSION PLAN

✓  
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The Company agrees to enhance the Employees' Pension Plan effective with the date of signing of this collective agreement by eliminating the cost to employees of providing a survivor option.

This improvement will provide an immediate and meaningful long term benefit to our employees.

6E10 The Pension Committee currently in place comprised of equal representation from the Union and the Company will continue to meet semi-annually and will not exceed eight (8) representatives in total.

Yours truly,

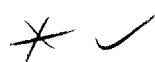
S. R. Duggan  
Director Human Resources

**LETTER OF INTENT**  
**NEWTEL COMMUNICATIONS**

1999 06 21

Mr. Phil Briffett  
President  
Local 410, C.E.P.  
330A Portugal Cove Place  
St. John's, NF  
A1A 4Y5

Dear Sir:



**SUBJECT: SALARY PROTECTION FOR INJURED WORKERS**

The Company commits to developing an insurance plan in conjunction with the Union, that will pay employees the difference between Workers Compensation payment and 100% of pay to which they would be entitled under **the** Sickness Absences schedule. Injured workers can receive benefits from this plan as of the **8<sup>th</sup> calendar** day of absence. The plan will be in place by July 1, 2000. The Company will bear the full premium costs to a maximum of \$50,000 per year. If in future years this amount does not allow for the provision of a full benefit, the Union and the Company shall meet to determine jointly the level of benefit provided.

Yours truly,

S.R. Duggan  
Director Human Resources

**LETTER OF INTENT**  
**NEWEL COMMUNICATIONS**

1999 04 14

Mr. Phil Briffett  
President  
Local 410, C.E.P.  
330A Portugal Cove Place  
St. John's, Nfld.  
A1A 4Y5

Dear Sir:

Subject:       **HIGH RISK INSURANCE**

*Unchanged*

The Company agrees to provide employees while travelling by helicopter, small fixed wing aircraft or boat or while working offshore with additional accident insurance of \$700,000 at the Company's expense.

Yours truly,

S. R. Duggan  
Director Human Resources



**LETTER OF INTENT**  
**NEWTEL COMMUNICATIONS**

1999 03 17

Mr. Phil Briffett  
President  
Local 410, C.E.P.  
330A Portugal Cove Place  
St. John's, NF  
A1A 4Y5

Dear Sir:

SUBJECT: OVERTIME BANKING

\* ✓  
9 B

This letter provides the terms and conditions under which the Company is prepared to apply overtime banking for regular full-time employees. Overtime will become eligible for time off in lieu of pay (banking) at the signing of this Agreement.

A maximum of 5 days can be accumulated in total. Employees requested to work overtime may choose between banking the time or being paid in accordance with the applicable overtime provision.

Overtime can be banked and accumulated on a basis of 1 hour off for each hour of pay (eg, 1 hour paid at double time can be banked as 2 hours). The time off will be granted at the discretion of management and would normally require a minimum of 14 days written notice. Banked time can be taken in increments of full working days only. Banked time cannot be substituted for scheduled vacation or cause a reduction in the availability of vacation periods within a group of employees. Management maintains the right to defer the time off based on service demands.

The Company agrees to implement a reporting and tracking process for banked overtime.

Yours truly,

S.R. Duggan  
Director Human Resources

**LETTER OF INTENT**  
**NEWTEL COMMUNICATIONS**

1999 06 21

Mr. Phil Briffett  
President  
Local 410, C.E.P.  
330A Portugal Cove Place  
St. John's, NF  
A1A 4Y5

Dear Sir:

**SUBJECT: CREDIT FOR MATERNITY LEAVE**

*unchanged*

The Company agrees to recognize all approved maternity and adoption leaves of absence that occurred prior to December 31, 1984, for the purpose of net credited service, pension and seniority. The amount of credited service will be up to a maximum of 17 weeks per leave, less any service previously credited. Employees must apply within 3 months of the date of signing of this collective agreement, supplying copies of each child's birth or baptismal certificate. This applies to all active employees and is effective January 1, 2000.

Yours truly,

S.R. Duggan  
Director Human Resources

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**LETTER OF INTENT**  
**NEWTEL COMMUNICATIONS**

1999 08 26

Mr. Phil Briffett  
President  
Local 410, C.E.P.  
330A Portugal Cove Place  
St. John's, Nfld.  
A1A 4Y5

Dear Sir:

Subject: EMPLOYMENT EQUITY

3B

The Company and the Union continue to recognize the need to achieve equality in the workplace so that no person shall be denied employment opportunities or benefits for reasons unrelated to ability, and both parties agree that equal opportunity in employment means more than treating persons in the same way, but also requires special measures and the accommodation of differences.

To this end, the Company will meet annually with the Union, on matters pertaining to Employment Equity. This meeting will provide the Union with an opportunity to present its views concerning:

6E6

- (a) any assistance the Union could provide to the Company in order to facilitate the implementation of employment equity in the workplace and the communication to employees of matters relating to employment equity; and
- (b) the preparation, implementation and revision of the Company's employment equity plan.

Yours truly,

S.R. Duggan  
Director Human Resources

**LETTER OF INTENT**  
**NEWTEL COMMUNICATIONS**

**1996 08 26**

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Mr. Phil Briffett  
President  
Local 410, C.E.P.  
330A Portugal Cove Place  
St. John's, NF  
A1A 4Y5

Dear Sir:

SUBJECT: VIDEO DISPLAY TERMINALS (V.D.T.'S)

It is the Company's intention that during the life of this Collective Agreement, it will continue its present policy of attempting to find suitable alternate work for a pregnant employee who does not want to work on a regular basis with Video Display Terminals (V.D.T.'s).

The Company is prepared to displace temporary employees to allow for the re-assignment of the pregnant employee to an alternate position consistent with the employee's ability and level of training.

If however, a suitable position within the Bargaining Unit is not available, an employee may apply for a leave of absence without pay for the period prior to the employee's regularly scheduled maternity leave.

Yours truly,

S.R. Duggan  
Director Human Resources

**LETTER OF INTENT**  
**NEWTEL COMMUNICATIONS**

1996 08 26

Mr. Phil Briffett  
President  
Local 410, C.E.P.  
330A Portugal Cove Place  
St. John's, NF  
A1A 4Y5

Dear Sir:

**SUBJECT: VACATION SCHEDULING (ADMINISTRATIVE UNIT)**

The Company agrees for the life of this Agreement, where service requirements and workload permits, to schedule 20% of the employees per supervisor group to proceed on vacation at any one time. Where circumstances allow, vacation in excess of 20% may be granted at the supervisor's discretion. In determining the number of employees permitted to proceed on vacation, standard number rounding procedures will apply.

Yours truly,

S.R. Duggan  
Director human Resources

**LETTER OF INTENT**  
**NEWTEL COMMUNICATIONS**

1996 08 26

Mr. Phil Briffett  
President  
Local 410, C.E.P.  
330A Portugal Cove Place  
St. John's, Nfld.  
A1A 4Y5

Dear Sir:

Subject: **VACATION SCHEDULING (OPERATOR UNIT)**

Customer service obligations require that a reasonable number of experienced operators be on position at all times. Where this requirement is satisfied, it is the Company's intention for the duration of this Collective Agreement to grant all operators with ten (10) or more years of service at least **two (2)** weeks of vacation during the months of **June, July and August.**

Yours truly,

S.R. Duggan  
Director Human Resources

**LETTER OF INTENT**  
**NEWTEL COMMUNICATIONS**

1996 08 26

Mr. Phil Briffett  
President  
Local 410, C.E.P.  
330A Portugal Cove Place  
St. John's, NF  
A1A 4Y5

Dear Sir:

**SUBJECT: VACATION SCHEDULING (TECHNICAL UNIT)**

The Company agrees for the life of this Agreement, where service requirements and workload permits, to schedule 20% of the employees per supervisor group to proceed on vacation at any one time. Where circumstances allow, vacation in excess of 20% may be granted at the supervisor's discretion. In determining the number of employees permitted to proceed on vacation, standard number rounding procedures will apply.

Yours truly,

S.R. Duggan  
Director Human resources

**LETTER OF INTENT**  
**NEWTEL COMMUNICATIONS**

1999 08 26

Mr. Phil Briffett  
President  
Local 410, C.E.P.  
330A Portugal Cove Place  
St. John's, NF  
A1A 4Y5

Dear Sir:

**SUBJECT: NEWTEL ENTERPRISES LIMITED**

With the establishment of NewTel Enterprises Limited and the prospect of diversified business opportunities, it is important that strong relationships between NewTel Enterprises Limited and NewTel Communications exist, and that the human resource expertise developed within NewTel Communications be given the opportunity to contribute to the overall success of these new endeavours.

Consequently, it is the Company's intention that during the life of this Collective Agreement, an employee of NewTel Communications who takes a position with one of the NewTel Enterprises Limited group of companies will continue to accrue net credited service for the purposes of seniority under this Collective Agreement provided that the employee agrees to continue to remit the appropriate dues to the Union. However, employees of the NewTel Enterprises Limited group of companies, who were not previously employed by NewTel Communications, will not be granted net credited service for the purpose of seniority under this Collective Agreement unless mutually agreed to by both the Company and the Union.

Yours truly,

S.R. Duggan  
Director Human Resources



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**PAY EQUITY**

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**NEWTEL COMMUNICATIONS INC. AND  
LOCAL 410 COMMUNICATIONS, ENERGY AND PAPER  
WORKERS UNION OF CANADA**

The Company and the Union agree that the pay equity wage gap will be closed by July 2001. The size of the gap is currently estimated at \$1,200,000.

The Company and the Union agree to apply increases to individual basic hourly rates of pay to close one-third of the gap effective July 1, 1999, one-third effective July 1, 2000, and the remainder effective July 1, 2001. If necessary, the first adjustment will be applied retroactively to July 1, 1999 to basic hourly wages only. The Pay Equity Committee will determine the allocation of these Pay Equity wage adjustments.

Signed at St. John's, Newfoundland this 26<sup>th</sup> day of August, 1999.

For the Company:

For the Union:

S. R. Duggan

C. Shewfelt