

Wages eff.
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EFF.	93	02	09
TERM.	95	12	31
No. OF EMPLOYEES	660		
NOMBRE D'EMPLOYÉS	660		



Newfoundland Telephone

COLLECTIVE AGREEMENT

between

NEWFOUNDLAND TELEPHONE COMPANY LIMITED

and

LOCAL 410 OF

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA

(TELEPHONE CRAFT UNIT)

**EFFECTIVE
9 FEBRUARY 1993
TO
31 DECEMBER 1995**

REV 24 1993



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Telephone**

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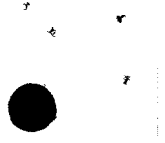
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THIS AGREEMENT is made in duplicate this 9th day of February, 1993.

BETWEEN:

Local Union 410 of the Communications, Energy and Paperworkers Union of Canada hereinafter referred to as the "Union."

of the First Part

AND:

The Newfoundland Telephone Company Limited, hereinafter called the "Company"

of the Second Part

WHEREAS: by notice dated the 30th day of July 1992, the Company requested the Union to enter into negotiations with a view to the completion of a Collective Agreement:

1. To establish the rates of pay, hours of work and conditions of employment for such of the employees as are employed in any of the occupations listed in Appendix 1 attached hereto, and
2. To establish procedure for final settlement without stoppage of work, on application of either party, of differences concerning the interpretation, or alleged violation of any of the provisions of this Agreement, and

WHEREAS, in pursuance of the above request, negotiations between the parties in good faith have resulted in this Collective Agreement.

NOW THEREFORE, this Agreement witnesseth that the parties hereto agree as follows:

ARTICLE 1 - RECOGNITION & SCOPE

1.01 The provisions of this Agreement shall apply to employees within the definition of the word "Employee" in Article 4 of this Agreement. "Employee" throughout this Agreement shall mean employee within the Bargaining-Unit.

1.02 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.

Any new jobs which ~~can~~ reasonably be considered a Craft occupation 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 Craft and/or the rate of pay for such Craft occupations shall be referred to arbitration.

1.03 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.

1.04 The Company ~~agrees~~ no employees outside the Bargaining Unit shall work on any job covered by this Agreement except under the following circumstances:

- 37
- 1) ~~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 craft employees.

1.05 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 analyzing 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 Shop Steward of the unit concerned before proceeding with the work activity.

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1.06 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 Shop Steward of the area involved will be advised.--

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

1.07 The Company and the Union agree that they will not unlawfully

discriminate against an employee for exercising any rights under this Collective Agreement.

14-1
1.08 The Company will make every effort to ensure that employees have employment free from sexual harassment. An employee alleging sexual harassment may have their allegation dealt with by a grievance filed at Step 3. "Sexual Harassment" means any conduct, comment, gesture or contact of a sexual nature that is likely to cause offence or humiliation to any employee, or that might, on reasonable grounds be perceived by that employee as placing a condition of asexual nature on employment or on any opportunity for training or promotion.

ARTICLE 2—MANAGEMENT RIGHTS

2.01 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 3—STRIKES & LOCKOUTS

3.01 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 4—DEFINITIONS

For the purpose of this Agreement,

4.01 EMPLOYEE means a person employed by the Company as a regular employee to do skilled or unskilled manual or technical work in any of the occupations listed in Appendix I attached hereto and forming part of this Agreement, but does not include a person who:

- 1) is employed in a confidential capacity in matters relating to Labour Relations, or
- 2) exercises management functions.

4.02 REGULAR EMPLOYEE means an employee whose employment is expected to continue for longer than three months, and whose tenure of

employment is continuous but may be periodically interrupted due to adverse weather conditions or temporary reduction of staff.

4.03 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** consecutive months, except in **cases** of child care leave, sickness absence and where otherwise mutually agreed to by the Union and the Company.

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4.04 PROBATIONARY EMPLOYEE means an employee who is engaged for a trial period of up to four months to determine suitability as a regular employee. **This employee shall have** the right to grieve any matter under this Collective Agreement other than termination for unsuitability.

4.05 COMBINATION PERSON means a regular or temporary employee whose work assignment encompasses more than one job occupation. This employee would be paid the applicable wage rate of the higher occupation.

4.06 SHOP STEWARD means an employee who has been appointed to represent a group of employees and whose appointment as such has been certified by the Union to the Company.

CHIEF STEWARD means an employee who is **also** a Shop Steward, and **who** has been appointed to act as chairperson of the Union Grievance Committee.

4.07 UNION REPRESENTATIVE means a representative who has been elected to one of ~~the~~ following positions of the Union: President, Vice-President, Treasurer, or Secretary and in addition up to **six** sub-local chairpersons appointed by the Union. **These** employees must be employees as defined in Article **4.01** of **this** Agreement and the Company agrees to recognize these representatives only **after** written notification is received from the Union.

4.08 BASIC HOURS OF WORK means the number of hours per day and per week as established by **this** Agreement and set forth in Article 17.

4.09 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.

4.10 DAY TOUR OF DUTY means the working hours which **fall** between the hours of **07:00** and **18:00**, Monday to Friday.

4.11 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.

4.12 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.

4.13 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.

4.14 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 for working basic hours of work.

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4.15 OVERTIME means the time worked by **an** employee in addition to or, outside the employee's basic hours of work for the day or for the week.

4.16 NORTHERN ALLOWANCE means an allowance payable by the Company to employees resident and working in a Northern Locality.

4.17 NORTHERN LOCALITY means any locality in Labrador, and any other location **as** mutually agreed.

4.18 NORMAL HEADQUARTERS, for the purpose of administration, shall mean one of the following:

EAST

St. John's
Bay Roberts

CENTRAL

Gander
Grand Falls
Marystown
Clareville
Springdale

WEST

Corner Brook
Stephenville
Port Aux Basques
Deer Lake
St. Anthony
Goose Bay
Wabush/Labrador City

4.19 REPORTING CENTRE **is** where an employee normally reports to work **and** begins the tour of duty. **These** reporting centres include Company locations or customer premises **as** defined by the Service Management Concept (S.M.C.), and other locations **as** mutually agreed to by **the** Company and the Union.

4.20 PROMOTION means the advancement of an employee to a position with a higher basic rate of pay.

ARTICLE 5—DEDUCTION OF REGULAR DUES

1-3 5.01 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.

5.02 The Union agrees that it will not request the Company to discharge any employee under the provisions of 5.01 of this Article except for the sole reason of an employee's failure to pay Union Fees or Dues.

2-1 5.03 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 6—UNION REPRESENTATION

6.01 The number of Shop Stewards in the Bargaining Unit shall not exceed twenty-eight (28) for the duration of this Agreement. The Union agrees to notify the Company in writing of any newly elected Shop Steward and of the operating units in which the employee acts as Shop Steward.

6.02 Before changing the status of any Shop 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 Shop Steward shall be allowed reasonable time to transfer the employee's duties as Shop Steward to the employee's successor.

ARTICLE 7—TIME ALLOWANCE

The Company agrees that during working hours;

- (a) An employee having a grievance may confer with the employee's Shop Steward or with management.
- (b) Shop Stewards may handle grievances.

(c) Members of the Union Grievance Committee not exceeding three (3) in number, may 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; provided, however, that each member of the Committee must arrange with the employee's manager, subject to service requirements, for all time off the job required for the above purposes.

(d) Employees authorized by the Union, not exceeding eight (8) in total from the Craft, Clerical and Operator Services Bargaining Units, may 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; provided however, that each employee must arrange with the employee's manager subject to service requirements, for all time off the job, required for the above purpose. 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 reasonable leave of absence to employees chosen by the Union to attend the Pre-Bargaining Caucus. The Company will compensate for lost wages in respect thereof up to a maximum of twenty-five (25) person days from the total Craft, Clerical and Operator Services Bargaining Units. Each employee must arrange with the employee's manager subject to service requirements, for all time off the job, required for the above purposes.

7.02 Any employee in the Bargaining Unit elected by the Union to represent it at any Regional, District, Provincial or National Convention or Labour School, shall be granted, subject to job requirements, reasonable leave of absence without pay and without loss of rights established under this Agreement, provided a request for such leave is received by the Company in writing seven (7) days prior to the date of the leave of absence.

7.03 The Company shall grant a Leave of Absence of one year without pay, to an employee requesting leave to perform full-time Executive Duties or to act as a National Representative for Local 410. Such leave of absence may 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 for a maximum of one (1) year.

ARTICLE 8—SAFETY AND HEALTH

8.01 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.

8.02 The Union agrees that collectively and individually, its members shall strictly observe all safety rules and regulations.

8.03 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.

8.04 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 a member of the Union Executive. 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.

8.05 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 time familiar with safe working practices.
- (d) In-order-to-further safe working conditions as outlined above. the Company will hold periodic safety meetings.

8.06 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 9—SENIORITY

9.01 Seniority for the purpose of this Agreement shall be established from the employee's net credited **service** date.

9.02 Seniority for an employee who takes a leave of absence in excess of twelve (12) consecutive months from Newfoundland Telephone Company, for reasons other than provided under Article 24 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.

9.03 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.

9.04 (a) Merit, ability, and qualifications being substantially the same, seniority shall prevail in all cases of promotion. 27A-1

(b) Management's right under Article 12.01 to choose another employee from any office in the Bargaining Unit, will not be invoked, when the position is filled on a promotion,

9.05 Ability and level of training (referring to job requirements) being sufficient to do the job, seniority shall prevail in all cases of layoff and rehire following layoff. 27C, D

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

ARTICLE 10—FORCE ADJUSTMENT AND NOTICE

10.01 For purposes of this Agreement, layoff **shall** be defined as termination of employment caused by the need to reduce the workforce.

10.02 Notice of lay-off shall be given to a regular employee and the Union at least six (6) weeks prior to the lay-off. Notice of layoff shall be given to temporary employees at least two (2) weeks prior to the layoff. 28-930

10.03 (a) Subject to Article 9.05 of this Agreement, layoff must be done by seniority.

(b) Re-call shall be done in inverse order of layoff.

(c) 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 twelve (12) 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.

10.04 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 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 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.

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 re-location is required, moving expenses will be paid by the Company. 22C-1
22F-1

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

30-1
31B-1

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
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.

32-2
33-96

11.09 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 of this Agreement during its term.

ARTICLE 12—VACANCIES AND NEW JOBS

12.01 All vacancies and all new jobs created within the scope of this Agreement as well as the Clerical and Operator Services Agreements shall be posted on all Bulletin Boards for a period of ten (10) days to permit any employees in the Bargaining Units to apply for the job in writing. Applications from regular employees shall be considered for all job postings before all other applicants. Applications from temporary employees and former temporary employees whose separation from the Company does not exceed ninety (90) days, shall be considered for job postings before other external applicants are considered. These applications will be reviewed by Personnel and the appropriate Shop Steward before any selection is made. The applicant will receive written acknowledgement of the application and if unsuccessful, notification that the job has been filled. This, in no way, restricts Management from choosing another employee from any office in the Bargaining Unit for the job involved. Jobs shall not be considered vacant when employees are not at work because of sickness disability, vacation or authorized leave of absence.

27F-1

12.02 The Company agrees to advise the Shop Steward concerned and the Union Office when an employee is hired, transferred, promoted to a Management position or when a position is filled through job posting. Such advice will be given to the Shop Steward at the time the employee is informed or immediately thereafter and to the Union Office.

12.03 (a) An employee who is transferred from the employee's normal reporting centre to another, where the distance between reporting centres exceeds seventy (70) km. travelling distance, and involves a change in residence, shall be reimbursed for the approved necessary incidental expenses as outlined in the Company Moving Expense Practice.

(b) In the selection of an employee for transfer, the Company will first give consideration to the senior employee who has the necessary ability and qualifications and who will transfer voluntarily, providing the remaining employees at the location from which the transfer is to be made have the necessary ability and qualifications to perform the work required.

27B
/

(c) In the event there is to be an involuntary transfer from a functional group, the employee of least seniority, and who has the necessary ability and qualifications, shall be selected providing the remaining employees have the

necessary ability and qualifications to complete the work required.

ARTICLE 13—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 Shop Steward to be present at a meeting between a representative of the Company and the employee held for the explicit purpose of applying measures referred to in Section 13.01. When the employee's Shop Steward is not available, the Shop Steward may be replaced by another Shop Steward or Executive Member from any of the Bargaining Units in the immediate location.

(b) When the Company deems it necessary to take immediate disciplinary action, the Company **shall** immediately thereafter advise the Shop 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.

13.05 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 discipline shall be removed after two (2) years, provided there have been no further measures of discipline during such period.

9-1

ARTICLE 14—GRIEVANCE PROCEDURE

14.01 The following shall be the Grievance Procedure to be used for grievances involving interpretation, application, or alleged violation of this Agreement.

14.02 Any matter constituting a valid grievance must be presented in writing to the appropriate vice-President (Step 5) within fifty (50) working days from the date the immediate supervisor renders the decision in Step 1.

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 its delay.

“Working Days” for the purpose of this Article shall exclude Saturday, Sunday and Statutory Holidays.

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

It is mutually agreed by the parties hereto that it is the spirit and intent to adjust complaints and grievances as quickly as possible, and it is generally understood that an employee has the opportunity to adjust the employee's complaint. There shall be no stoppage of work but a final and binding settlement of differences shall be arrived at in the following manner:

STEP 1

Within ~~thirty~~ (30) working days of the aggrieved action, 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 three (3) working days, the employee may proceed to STEP 2.

STEP 2

The employee or the employee's representative may present the grievance in writing to the Level II Manager and shall forward a copy of the grievance to the Manager Labour Relations and Safety. The Level II Manager or a representative will meet with the employee and the employee's representative within five (5) working days and reply in writing on the grievance form within two (2) working days of this meeting. If a written reply, a satisfactory adjustment or settlement is not received, the employee may proceed to STEP 3.

STEP 3

The employee or the employee's representative shall within five (5) working days of receiving the decision at STEP 2 present the grievance in writing to the Level III Manager. The Level III Manager or a representative shall meet with

the employee and the employee's representative within five (5) working days and reply in writing within two (2) working days of this meeting. If a written reply, a satisfactory adjustment or settlement is not received, the employee may proceed to STEP 4.

STEP 4

The Union Grievance Committee shall within seven (7) working days of receiving the decision at STEP 3, present the grievance in writing to the General Manager Human Resources. The General Manager — Human Resources or a representative shall meet within fifteen (15) days with the Union Grievance Committee and if deemed necessary by either party the employee(s) concerned. The decision shall be rendered within three (3) working 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 which has been called by the Company, provided that the grievance is a suspension or discharge.

STEP 5

If a written reply, a satisfactory adjustment or settlement is not received the Union Grievance Committee may submit the matter to the appropriate Vice-President. The Vice-president or a representative **shall** render a decision within three (3) working days.

The Union must give the Company written notice of its intention to submit the matter to Arbitration within thirty (30) working days.

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 Vice-President.

14.04 Any matter constituting a valid management grievance must be presented in writing to the President of the Union or the employee's designate, within thirty (30) working days of the aggrieved action. If a reply, a satisfactory adjustment or settlement is not received within twenty (20) working days, the Company may, following written notice to the Union, submit the matter to arbitration under the provisions of this Craft Unit Collective Agreement.

ARTICLE 15—ARBITRATION

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 in rotation from the following panel:

1. David Alcock
2. Iain Bruce
3. Dennis Brown
4. James Oakley
5. Wayne Thistle

If neither of these arbitrators can hold a hearing within thirty (30) days of their selection, the Minister of Labour shall be asked to appoint an arbitrator from the L.M.C.C. Panel. Arbitrators can be added or deleted from the panel above by mutual agreement, however, a panel of five (5) Arbitrators shall be maintained.

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 the grievance occurred.

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.

ARTICLE 16—WAGE ADMINISTRATION

16.01 Progressional wage increases as outlined in Appendix II shall be granted on the basis of job performance as determined by the Company. Employees will become eligible for these progressional wage increases on their first ~~six~~ (6) month anniversary date and each ~~six~~ (6) months thereafter.

16.02 The Company agrees to notify the Shop Steward of the employee concerned as soon as the withholding of a progressional increase is contemplated. A detailed explanation will be given by the immediate supervisor to the employee and Shop Steward concerned when a progressional increase is withheld.

16.03 An employee shall be paid every alternate Thursday after 15:00 hours, for the two week period ending the Saturday immediately following the pay day.

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

ARTICLE 17—HOURS OF WORK

The Basic Hours of Work as referred to in Article 4 of this Agreement and associated arrangement of working hours for an employee are set forth as follows:

17.01 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. 34-4000

17.02 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.

17.03 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.

17.04 When a change in schedule requires an employee to start a new tour of duty within twenty-four (24) hours of the start of the employee's previous tour, there shall be an interval of at least eight (8) hours between the two successive tours.

17.05 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 17.07 will not apply.

17.06 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.

17.07 If an employee is given less than seven (7) 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 seven (7) days notice requirement.

17.08 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 17.07 will not apply.

17.09 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.

17.10 The meal period for an employee shall not normally exceed one hour off the job, 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 for the applicable meal period.

38-220

17.11 On **all** scheduled evening and night tours **and** scheduled Sunday Day Tours, twenty minutes shall be allowed for lunch as part of **the** tour of duty.

ARTICLE 18—OVERTIME

18.01 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.

18.02 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.

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18.03 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 employee 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 26.05.

18.04 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.

18.05 Overtime on a scheduled ~~Sunda~~ tour will be paid at double time.

ARTICLE 19. DIFFERENTIALS

19.01 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.

43-405000

19.02 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.

19.03 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 17—Hours of Work.

19.04 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.

19.05 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.

19.06 HIGH TOWER 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 days 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.

19.07 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.

19.08 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.

19.09 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.

19.10 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 extra in addition to the applicable rate of pay for **all** time worked between the hours of 18:00 and 24:00.

ARTICLE 20—HOLIDAYS

20.01 (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

53-120

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(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.

20.02 An employee who is scheduled to work on any of the Company Holidays specified in Section 20.01 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.

20.03 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.

20.04 When a Company Holiday, excluding Christmas 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.

20.05 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.

ARTICLE 21 - VACATIONS

21.01 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.

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

An employee with ten (10) but less than twenty (20) years of service shall 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.

An employee with 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.

An employee with 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.

21.02 A winter bonus of one (1) day's pay **will** be given employees for each

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week of annual vacation taken between November 1st-December 15th, and January 1 5th-April 1st, or the employeemay opt to take one (1) additional day's vacation in this same period.

21.03 Vacation schedules shall be arranged by the Company with due consideration to seniority and to cause the least possible interruption of the efficientoperation of the department. Vacation schedules **will** be completed by January 31st of the vacation year. Seniority for the purpose of vacation scheduling for employees hired before January 1, 1987 will be based on their net credited service date. Seniority for the purpose of vacation scheduling for employees rehired or transferred, from one of the Telecommunications Companies with whom the Company currently has an interchange agreement, after January 1, 1987, will be calculated from the most recent date of employment. All vacations shall commence at the beginning of the calendarweek. Normally annual 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.

21.04 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.

21.05 **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.

21.06 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;

(i) any vacation pay owing for a prior completed year of employment and

(ii) the greater of 1 1/2 day's pay for each month worked or 4% of wages for employees who have completed less than six (6) consecutive years of employment or 6% of wages for employees who have completed six (6) or more consecutive years of employment, less any vacation or vacation pay already taken.

If pay for vacation taken is greater than the pay in lieu of vacation for the time worked, the employee will be required to "pay back" excess vacation owed. **This** will be effected by means of a deduction from the final pay cheque.

ARTICLE 22—NORTHERN ALLOWANCE

5281
22.01 The weekly Northern Allowance payable to an employee shall be \$90.00.

22.02 The Company agrees to continue its present policy of annual travel assistance payments for Labrador employees and their families.

ARTICLE 23—SICKNESS ABSENCE & GROUP INSURANCE

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72-989
23.01 The ~~Group Insurance~~ Plan shall be maintained and all costs of this plan will be shared 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.

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

23.03 In ~~cases of sickness~~ absence less than eight (8) calendar days, and where a pattern of absence exists, suitable proof of the employee's disability must be produced when requested.

23.04 In all ~~sickness~~ absence ~~cases~~ exceeding seven (7) consecutive calendar days, the employee must submit a signed form NT 1935 (83/06) "Physician's Report to Medical Department" to the employee's attending physician.

The purpose of form NT 1935 (83/06) is to enable the employee's personal physician to advise the Company's Medical Officer:

(a) When the employee is expected to return to work.

- (b) Whether full-time, part-time, or light duties will be appropriate;
and
(c) When normal duties *can* be resumed.

23.05 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.

For details of payment for sickness absence which exceeds seven (7) consecutive calendar days, see the Employee Benefit Booklet or G.A.P. 101-102 as of this date.

23.06 (a) Employees absent from work due to an industrial accident will receive the difference between Worker's Compensation payment and the pay to which they would be entitled under the Sickness Absence schedule for their years of service.

(b) The Company and the Union believe that employee rehabilitation is a priority and the Company agrees to participate fully in any such rehabilitation in conjunction with the Workers' Compensation Commission.

(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.

23.07 An employee on maternity leave will be entitled to all benefits as provided in the Group Insurance Plan.

ARTICLE 24—

LEAVE FOR EMPLOYEES WITH CHILD CARE RESPONSIBILITIES

24.01 Child Care Leave will be in accordance with the provisions of the Canada Labour Code. When requested, the Job Evaluation and Compensation Group will provide copies of the applicable provisions of the Canada Labour Code.

24.02 The Company agrees to maintain Child Care Leave benefits at a level not less than what was provided at the time of signing of this Agreement.

ARTICLE 25—BEREAVEMENT LEAVE

63A-1
25.01 A bereaved employee shall be granted time off with pay in accordance with family and community customs.

ARTICLE 26—TRAVEL & EXPENSES

26.01 Travel time on Company instructions will be on Company time and the applicable rates of pay will apply except in the following cases:

(a) Travel to an employee's normal reporting centre for the start of the employee's tour will be on the employee's own time.

(b) 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.

(c) 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.

26.02 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.

26.03 Whenever possible, a minimum of three 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 days notice shall be paid one-half time extra for the basic hours of work for as many days as the employee is short of the notice and unable to return home daily.

26.04 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.

The return trip to the job from the employee's normal 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.

26.05 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:

1993:

	<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>	<u>Misc.</u>	<u>Daily Rate</u>
Island	\$7.55	\$7.85	\$16.15	\$8.90	\$40.45 ✓
Labrador	\$8.75	\$9.15	\$17.25	\$9.80	\$44.95 ✓

1994 and 1995:

	<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>	<u>Misc.</u>	<u>Daily Rate</u>
Island	\$7.55	\$8.35	\$16.65	\$ 9.90	\$42.45 ✓
Labrador	\$8.75	\$9.65	\$17.75	\$10.80	\$46.95 ✓

Out of Province—Labrador rates or actual expenses with receipt.

26.06 When an employee is working outside of a 10 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 26.05 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.

Where local driving conditions make it impractical for an employee who is within the 10 km radius of the employee's normal reporting centre to return for lunch, management may provide a lunch time meal allowance.

26.07 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 \$20.00 per day plus the per diem as specified in Article 26.05. 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 employees or those individuals occupying such accommodations, while employees are at the accommodation or enroute to or from the accommodation and worksite.

ARTICLE 27— M. JOYEE INFORMATION

27.01 The Company will provide reasonable space for Union notices on Company bulletin boards in premises where employees are permanently located. The Union agrees to post only notices concerning elections, meetings, and/or notices of recreational and social activities. Other official Union notices may be posted subject to Company approval.


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

ARTICLE 28— MISCELLANEOUS WORKING CONDITIONS

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

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

28.03 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.

28.04 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.

28.05 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.

ARTICLE 29—BARGAINING PROCEDURES

29.01 ~~All~~ negotiations with the view to the completion of a Collective Agreement shall be conducted between the authorized bargaining representatives as outlined in 7.01 (d), and two (2) 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.

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

ARTICLE 30—VALIDITY OF AGREEMENT

30.01 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 31. DURATION

31.01 ~~This~~ Agreement shall become effective on the date of signing and shall remain in effect until December 31, 1995 and from year to year thereafter unless notice to negotiate in writing is given by either party within three (3) calendar

months prior to the expiration of the contract.

WITNESS CLAUSE:

In Witness Whereof the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 9th day of February, 1993.

NEWFOUNDLAND TELEPHONE COMPANY LIMITED

G. H. Erl
John F. Dyke
L.T. Joy
D.S. Curnew
G.R. Vallis
R.K. Noseworthy

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

Rejean D. Bercier
S.P. Tabbemor
M.F. Kennedy
Brian Meadus
Gary Finn
Linda Pynn
Susan Pearce
Theresa Cook
Frank Burke

Its duly authorized Bargaining Representatives.

APPENDIX I
WAGE SCHEDULE I
OCCUPATIONS

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

WAGE SCHEDULE II
OCCUPATIONS

Building Equipment Technician
Building Maintenance Technician
Stockperson
Mechanic
Storekeeper
Combination Person

WAGE SCHEDULE III
OCCUPATIONS

Garage Service Person
House Service Person
Combination Person

WAGE SCHEDULE IV
OCCUPATIONS

*Rigger

*Article 19.06 does not apply.

APPENDIX II
WAGE SCHEDULE I

	<u>STEP</u>	<u>IAN. 1/93</u>	<u>IAN. 1/94</u>	<u>IAN. 1/95</u>
	1	<i>Base</i> \$419.43	\$429.92	\$438.52
	2	\$461.38	\$472.91	\$482.37
	3	\$484.15	\$496.25	\$506.18
	4	\$516.50	\$529.41	\$540.00
Max. Grp. 5	5	\$548.86	\$562.58	\$573.83
	6	\$586.01	\$600.66	\$612.67
Max. Grp. 4	7	\$619.56	\$635.05	\$647.75
	8	\$669.90	\$686.65	\$700.38
Max. Grp. 3	9	\$693.87	\$711.22	\$725.44
Max. Grp. 2	10	\$737.01	\$755.44	\$770.55
Max. Grp. 1	11	\$788.54	\$808.25	\$824.42

WAGE SCHEDULE II

	<u>STEP</u>	<u>IAN. 1/93</u>	<u>IAN. 1/94</u>	<u>IAN. 1/95</u>
	1	\$411.05	\$421.33	\$429.76
	2	\$435.02	\$445.90	\$454.82
	3	\$462.58	\$474.14	\$483.62
	4	\$486.55	\$498.71	\$508.68
	5	\$522.50	\$535.56	\$546.27
	6	\$544.07	\$557.67	\$568.82
	7	\$569.24	\$583.47	\$595.14
A	8	\$629.00	\$644.73	\$657.62
B	9	\$697.47	\$714.91	\$729.21
C	10	\$751.39	\$770.17	\$785.57
D	11	\$788.54	\$808.25	\$824.42

MAXIMUM RATES FOR:

- A. Stockperson
- B. Building Maintenance Technician
- C. Storekeeper
- D. Mechanic and Building Equipment Technician

WAGE SCHEDULE III

	<u>STEP</u>	<u>JAN. 1/93</u>	<u>JAN. 1/94</u>	<u>JAN. 1/95</u>
	1	\$408.66	\$418.88	\$427.26
	2	\$431.42	\$442.21	\$451.05
	3	\$453.00	\$464.33	\$473.62
	4	\$469.77	\$481.51	\$491.14
	5	\$496.13	\$508.53	\$518.70
A	6	\$517.71	\$530.65	\$541.26
B	7	\$545.27	\$558.90	\$570.08

MAXIMUM RATES FOR:

- A. Garage Service Person
- B. House Service Person

WAGE SCHEDULE IV

	<u>STEP</u>	<u>JAN. 1/93</u>	<u>JAN. 1/94</u>	<u>JAN. 1/95</u>
	1	\$480.56	\$492.57	\$502.42
	2	\$511.72	\$524.51	\$535.00
	3	\$545.59	\$559.23	\$570.41
	4	\$582.21	\$596.77	\$608.71
	5	\$617.95	\$633.40	\$646.07
	6	\$633.63	\$649.47	\$662.46
	7	\$655.54	\$671.93	\$685.37
	8	\$679.51	\$696.50	\$710.43
	9	\$703.48	\$721.07	\$735.49
	10	\$737.01	\$755.44	\$770.55
	11	\$754.99	\$773.86	\$789.34

MAXIMUM RATES FOR:

Rigger

CRAFT REPORTING CENTRES
REPORTING CENTRE

Arnold's Cove	Labrador City
Badger	L'Anse Au Loup
Baie Verte	Lewisporte
Bay L'Argent	Long Pond
Bay Roberts	Lourdes
Central Office	Mt. Pearl
Work Centre	Marystown
Bell Island	Milltown
Bishops Falls	Mount Carmel
Bonavista	Musgrave Harbour
Botwood	Musgravetown
Brig Bay	Nain
Burgeo	New Harbour
Cape Broyle	Pasadena
Carbonear	Pleasantville
Carmanville	Portugal Cove
Cartwright	Port Aux Basques
Catalina	Port Saunders
Clareville	Port Rexton
Codroy	Pouch Cove
Come by Chance	Renews
Corner Brook	Rocky Harbour
SP-1 Bldg. , Main St.	Roddickton
Work Centre, Brook St.	Springdale
Bank of Com., Main St.	Stephenville Crossing
Admin. Bldg., Main St.	Stephenville
TNT Bldg., West St.	St. Alban's
Valley Mall Phonecentre	St. Anthony
Cow Head	St. John's
Deer Lake	51 O'Leary Ave.
Donovan's	50 Allandale Rd.
Eastport	Fort Wm. Bldg.
Fermeuse	152 Water St.
Flower's Cove	Confederation Bldg.
Fogo	Village Mill Phonecentre
Forteau	M.U.N.
Freshwater	Nfld. Power
	Nfld. & Lab. Hydro

Gander
80 Airport Rd.
49 McCurdy Drive
3 Terra Nova Dr.

Garden Cove
Glovertown
Goose Bay
Grand Bank
Grand Falls
Harbour Breton
Harbour Main
Hare Bay
Heart's Content
Isle Aux Morts

St. Lawrence
St. Mary's
Summerford
Torbay
Wabush
Wesleyville
Western Bay
Witless Bay

LETTER OF INTENT

1993 01 18

Mr. Gary Finn
President
Local 410, C.E.P.
P.O. Box 9217
St. John's, NF
A1A 2X9

Dear Sir:

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

It is the Company's intention that ^{67C-1}during the life of this Craft 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 her ability and level of training.

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

Yours truly,

G.H. Erl
Vice-President — Finance & Planning

LETTER OF INTENT

1993 01 18

Mr. Gary Finn
President
Local 410, C.E.P.
P.O. Box 9217
St. John's, NF
A1A 2X9

Dear Sir:

SUBJECT: ENVIRONMENTAL DIFFERENTIAL

It is the Company's intention that during the life of **this** contract to apply an Environmental Differential when:

"Anemployee is required to work 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). Under these conditions **an** Environmental Differential of \$35.00 will apply for **all** nights at that location.

The Company **agrees** that Basic Offshore Survival Training (BOST) will be provided to employees required to travel offshore.

Yours truly,

G.H. Erl
Vice-President — Finance & Planning

LETTER OF INTENT

1993 01 14

Mr. ~~Gary~~ Finn
President
Local 410, C.E.P.
P.O. Box 9217
St. John's, NF
A1A 2X9

Dear Sir:

SUBJECT: EMPLOYMENT EQUITY

The Company and the Union 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 and the Union established a joint Employment Equity Committee in 1990. The Committee's mandate was:

- ↓
- 1) to identify employment practices, not otherwise authorized by law, that resulted in employment barriers against women, aboriginal people, persons with disabilities and persons who are in a visible minority; and
 - 2) to make recommendations for Company employment policies and practices to accelerate the attainment of equality for members of these designated groups.

In August 1992, the Committee published its findings and recommendations in a report titled, "Report of the Joint Company—Union Committee on Employment Equity".

The Company and Union agree that the Employment Equity Committee will remain in place throughout the life of this agreement. The Committee will continue to be composed of four (4) representatives of the Company and four (4) representatives of the Union, having equal numbers of women and men.

The Committee will meet annually to review the Company's progress toward the achievement of equality in the workplace and, if required, identify areas requiring further attention.

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Yours truly,

G.H. Erl
Vice-President — Finance & Planning

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1993 01 14

Mr. Gary Finn
President
Local 410, C.E.P.
P.O. Box 9217
St. John's, NF
A1A 2X9

Dear Sir:

SUBJECT: VACATION SCHEDULING

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

Yours truly,

G.H. Erl
Vice-President — Finance & Planning

LETTER OF INTENT

1993 01 14

Mr. Gary Finn
President
Local 410, C.E.P.
P.O. Box 9217
St. John's, NF
A1A 2X9

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 Newfoundland Telephone Company exist, and that the human resource expertise developed within Newfoundland Telephone Company 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 Craft Unit Collective Agreement, an employee of Newfoundland Telephone Company 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 Newfoundland Telephone, 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,

G.H. Erl
Vice-President — Finance & Planning

LETTER OF INTENT

1993 01 14

Mr. Gary Finn
President
Local 410, C.E.P.
P.O. Box 9217
St. John's, NF
A1A 2X9

Dear Sir:

SUBJECT:JOB QUALIFICATIONS

The Company and the Union recognize that the joint Company-Union Job Qualifications Committee has fulfilled its original mandate, which was to identify the qualifications required to perform the duties of the positions in the Bargaining Units, to develop a system to measure the qualifications of job applicants and to identify appropriate training.

The results of the Job Qualifications Study will be implemented in the following manner:

- a) Before the results of the Job Qualifications Study are used for job posting, the Company will publish a handbook containing job qualifications for each position in the bargaining units. The handbook will also include an outline of course content and availability.
- b) The results of the Job Qualifications Committee Study as presented to the Company and the Union on Sept. 9, 1992 will be used for the handbook.
- c) The Job Qualifications Committee will review the handbook prior to publication to ensure that it complies with the detailed results of the qualifications study.

It is understood that all employees are considered qualified in the position they occupy on the date the program becomes effective.

The Human Resources Planning Group will provide counselling and evaluation services to employees who request to have their qualifications identified and evaluated. The appropriate training required to achieve their goals will also be identified.

In case of a layoff, employees will be deemed qualified for all jobs in all lower wage schedules in the bargaining unit subject to Art. 9.05 of this agreement.

Where job qualifications change as a result of work requirements, the Company will provide employees **all** necessary training.

The Company believes in the principle of continuous learning **and** will support employee initiatives in this regard by providing 100% reimbursement on books and tuition upon successful completion of **all** approved training. This policy will also apply to employees who have been granted educational leave.

Wherever practical, employees will **also** be granted a minimum of one (1) day per **year** of Company sponsored training to further their qualifications. This will enable employees to attain the necessary qualifications to successfully perform the duties of the positions they desire. The principal of **fairness** and accessibility will be applied in the administration of education and training programs.

Yours truly,

G.H. Erl

Vice-President — Finance & Planning

LETTER OF INTENT

1993 01 14

Mr. Gary Finn
President
Local 410, C.E.P.
P.O. Box 9217
St. John's, NF
A1A 2X9

Dear Sir:

SUBJECT: OVERTIME BANKING

41-1

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

Overtime hours worked in **excess** of 8 hours per pay period *can* be banked. A maximum of 5 days (40 hours) *can* be accumulated in total.

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 (8 hours) only. Management maintains the right to defer the time off based on service demands.

Yours truly,

G.H. Erl
Vice-President — Finance & Planning

LETTER OF INTENT

1993 01 14

Mr. ~~Gay~~ Finn
President
Local 410, C.E.P.,
P.O. Box 9217
St. John's, NF
A1A 2X9

Dear Sir:

SUBJECT: STENTOR

It is the Company's intention that during the life of this Craft Collective Agreement, an employee of Newfoundland Telephone Company who ~~takes~~ a position with Stentor 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 Stentor who were not previously employed by Newfoundland Telephone, 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,

G.H. Erl
Vice-President—Finance & Planning

**PAY EQUITY
MEMORANDUM OF AGREEMENT
BETWEEN
NEWFOUNDLAND TELEPHONE
COMPANY LIMITED
AND
LOCAL 410
COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA**

The Company **and** the Union recognize that the joint Company-Union Pay Equity Committee has fulfilled its original mandate, which **was** to select a job evaluation plan for pay equity purposes and to determine the relative value of the positions in the bargaining units.

The Company and the Union are committed to achieving pay equity in the workplace and agree to extend the committee's mandate under ~~this~~ agreement. The Committee will determine the extent of the pay equity wage gap, based upon the work performed under the committee's original mandate. Failure to reach agreement will result in a deferral of this matter to the next round of collective bargaining. Wage adjustments will be applied retroactively to January 3, 1993.

The committee will meet within three **months** of signing of the collective agreement and will complete its mandate within three months of its first meeting.

**SIGNED AT ST. JOHN'S, NEWFOUNDLAND THIS 9TH DAY OF
FEBRUARY 1993.**

FOR THE COMPANY:
G.H. Erl

FOR THE UNION:
Rejean D. Bercier

CRAFT
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1993

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