



SCHEME			
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No. OF EMPLOYEES			

*Craft and Buildings,
Supplies and Services
Employees Agreement*

between

*The Communications and Electrical
Workers of Canada
and its Local 402*

and

*The New Brunswick
Telephone Company, Limited*



EFFECTIVE: 1986 03 30 to
1989 03 25

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* This AGREEMENT is made in duplicate **this 26th**
day of **September , 1986.**

B E T W E E N :

* The Communications and Electrical
Workers of Canada and its Local **402**
(hereinafter referred to as *the
U n i o n ')

of the First Part

AND

The New Brunswick Telephone
Company, Limited
(hereinafter referred to as " the
Company")

of the Second Part

WHEREAS, the parties hereto are desirous of
maintaining a harmonious relationship between
the **Company** and its employees based **upon**
understanding and confidence with due regard
to their **respective** interests and joint
obligation in providing communications
services to the public,

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

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ARTICLE 1 - PURPOSE, RECOGNITION AND SCOPE

- 1.01** The purpose of this Agreement is:
- (a) To establish the rates of pay, hours of work and other working conditions for such of the Company's employees as are employed in any of the occupations covered by this Agreement.
 - (b) To establish a procedure for final settlement of differences concerning the interpretation, administration, application or alleged violation of any of the provisions of this Agreement without stoppage of work.
- 1.02** The Company recognizes the Union as the sole bargaining agent for all Craft and Buildings, Supplies and Services employees covered by the certification order of the New Brunswick Industrial Relations Board dated 2 September, 1983, but excluding persons employed in a confidential capacity and all other employees of the Company.
- 1.03** Except when deemed necessary by the Company's management, management personnel will not perform the functions normally assigned to employees covered by this Agreement .
- 1.04** The Union, its members or its agents shall not intimidate or coerce an employee into membership and shall not, during working hours of an employee or on the Company's premises, conduct Union activities except as provided for in this Agreement.

- *1.05 Where this Agreement calls for notice to the **Company**, notice shall be sufficient if mailed to the General Manager ~ Human Resources and Corporate Services of the **Company** at PO Box 1430, Saint John, N.B. E2L 4K2.
- *1.06 Where this Agreement calls for notice to the **Union** such notice shall be sufficient if mailed to the **Communications and Electrical Workers of Canada** at 28-32 King Street, 3rd Floor, Saint John, N.B. E2L 1G3.

ARTICLE 2 - DISCRIMINATION

- 2.01 The **Company** shall not dominate or interfere with the administration of the Union. It shall not contribute financial or other support to it. Neither the **Company** nor its agents shall refuse to employ any person because the person is a member of the Union, nor seek, by imposing any condition in the contract of employment, by intimidation, by dismissal or threat of dismissal, by the imposition of a pecuniary or other penalty or by any other means whatsoever, to compel an employee to abstain from becoming or continuing to be a member or officer or representative of the Union or from exercising his lawful rights; but nothing in this Agreement shall be interpreted to affect the right of the **Company** to suspend, transfer, lay off or discharge employees for appropriate and sufficient cause,
- 2.02 Use in this Agreement of masculine or feminine gender shall be construed as including both male and female employees, and not as specific sex designations.

ARTICLE 3 - UNION MEMBERSHIP AND DEDUCTION OF
REGULAR DUES

- *3.01 All employees, **who** on the effective date of this Agreement, were members of the Union or those **who** become members of the Union, shall, as a condition of employment under this Agreement, maintain payment of regular membership dues **except** as provided for in Paragraph 3.04 below.
- 3.02 New employees shall, as a condition of employment under this Agreement, **become** members of the Union insofar as the payment of regular **membership** dues is concerned, as follows:
- (a) All newly hired employees, who have completed one (1) month's **service** and
- 1/1
(b) All rehired employees immediately if they have a total of **one** month's service, however accumulated.
- 2/1
3.03 Not less than ten days, nor more than twenty days before the **expiry** date of this Agreement, an employee who wishes to discontinue membership in the Union under this Article 3 shall notify both the **Company** and the Union in writing and such withdrawal shall not **have** any effect on his employment status. In such cases, however, **the** employee shall continue to pay dues to the Union,
- 3.04 An employee who feels he or she has justifiable reasons for withdrawing Union membership and not **paying** dues may, after advising both the **Company** and the Union in writing stating such **reasons**, submit the case to a three (3) member independent Board. One member of the Board will be appointed by the employee, one member

3.04 (Cont'd)

appointed by the Union and a **third**, who shall **be** Chairman, selected by the first two named. In event of failure to agree on a Chairman, the **case may** be submitted to the Minister **of** Labour for an appointment. Before exercising **the provisions** of this clause, the employee must have exhausted the normal Union channels **for** resolution of his/her complaint. Normal channels shall **be** up to **and** including the National President of the **CWC**.

The **Board** shall decide if the reasons submitted justify withdrawing from the Union and not paying dues. A majority decision of the Board shall be final and binding to all parties.

3.05 **Employees** who are nonmembers of the Union by *virtue* of a condition of this Agreement Or previous Agreements shall maintain the same conditions of *employment* as Union members.

3.06 Subject to the **provisions** of this Article, the **Company** agrees to deduct **from** the wages of **an** employee, on his written and duly signed authority, an amount equivalent to the regular monthly union dues.

3.07 The **Company** agrees that all regular dues deductions will be processed on a monthly basis with the deduction being made **from** the first pay period of each month.

3.08 When an employee does not have sufficient earnings to *permit* a deduction, the Company shall not be obligated to make **such** deductions from subsequent earnings.

- *3.09 The **Company** agrees to remit the monies so deducted to the Secretary-Treasurer of the **Communications** and Electrical Workers of Canada before the end of the calendar month in which the deduction was made. A list will be provided showing:
- (1) **Name** of employee and his/her headquarters address
 - (2) **Amount of dues paid**
 - (3) Additions to the unit
 - (4) Deletions to the unit
 - (5) **Change of name**
 - (6) Change of **status** - regular, temporary, etc.
 - (7) Classification of each employee
- 3.10 The **Company** will cease to deduct dues when an **employee** is assigned to a position not **covered** by this **Agreement** except when an employee is assigned to an acting or temporary **management position**.
- 3.11 The amount of regular monthly dues shall be such **amount** as may ~~from~~ time to time be certified to the **Company** by the Secretary-Treasurer of the National Union. At least ninety (90) days notice of any change in the **amount** to be deducted by the **Company** shall be provided in writing.
- 3.12 It is understood and agreed that the Union will save the **Company** harmless from any claim, demand, **complaint or** action arising from ~~or~~ by virtue of the deduction and remittance of dues to the union.
- 3.13 The **Company** agrees to include the amount of union dues paid by each employee on the employee's **T-4 slip**.

ARTICLE 4 - UNION REPRESENTATION

- 4.01 The Union agrees to notify the Company in writing of the **names of** Local officers, Chief Stewards and Stewards, and identify the work group each represents, and to inform the **Company** in the same manner of **any** changes. A Local Officer, Chief **Steward** or **Steward shall** not act as such until the **Company** has been notified of his **appointment**.
- 4.02 **Before** the **Company** changes the geographic location of any Union Officer, **Steward or** Chief Steward who is to continue in the **Company's employ**, thus rendering him ineligible to represent his **work** group, such person will be allowed reasonable time (maximum 2 weeks) to hand over his duties to his successor.
- 4.03 Where a Steward is unable to represent the **employees** in his work group another Steward from the **same** geographical area and bargaining unit **may** be substituted in his place and the **Company** shall **be** so informed.
- 4.04 The Union National Representative representing **CWC Local 402** may attend and participate in **Union - Management** meetings as necessary. He **shall** not conduct Union activities with employees during working hours **unless** with the permission of the **appropriate** Manager, or the **Manager's** designate .
- 4.05 **Before** entering company **property** the National **Representative** shall clear his visit and the areas of Company property he may visit with the appropriate Manager, or the Manager's designate. Such permission will not **be** unreasonably withheld.

- 4.06 Within the first month of employment, a newly hired employee will be introduced by management to a Union Steward.

ARTICLE 5 - TIME ALLOWANCE

- 5.01 Each employee, Steward, Chief Steward or Bargaining Representative must arrange with his immediate supervisor for relief and be subject to service requirements, for all time off the job required for the purposes specified in this Agreement.
- 5.02 An employee having a grievance or complaint shall have a reasonable amount of time off to confer with his Union Steward or with company management during his scheduled working hours without deduction of wages in respect thereof.
- 5.03 Stewards, Chief stewards or Local 402 Officers shall have a reasonable amount of time off to handle grievances and to attend meetings with company management during 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.
- 5.04 Employees may be allowed unpaid time off for Union business. Normally, two weeks written notification shall be provided to the immediate supervisor and personnel manager by the National Representative or President of CWC local 402, stating purpose, names of employees and time required. Permission will be subject to service requirements. Normally, a reply will be provided within one (1) week of receipt of request.

- *5.05 (a) One representative ~~from~~ each of the 11 sub-locals may attend the Union bargaining caucus without loss of seniority or wages to a maximum of three days, provided the Company is given the names of such delegates at least two weeks prior to the meeting.
- (b) Authorized Bargaining Representatives of the Union (maximum 6) may have time off for purposes of bargaining without deduction of the time worked and without deduction of wages in respect thereof provided that such time is actually devoted to collective bargaining meetings as mutually agreed by the Union and the Company.
- 5.06 Where a portion of an employee's scheduled vacation falls at the same time as a National Convention or bargaining caucus which he is selected to attend, that portion of the employee's vacation may be rescheduled for an available time on the vacation schedule.
- 5.07 Whenever, in the opinion of the Department Head concerned, an employee takes an unreasonable amount of time off under this Article 5 or engages in activities detrimental to the Company or the public service which it renders, the Department Head concerned may, after ten days prior notice to the Union, or by further written notice thereafter from time to time, stipulate that thereafter time off with pay will not be allowed or will be confined to limits fixed by him for the activities which he specifies.

- 5.08 A Local **Officer**, Chief Steward, Steward or Bargaining Representative shall, at the discretion of the Department Read, be granted personal unpaid time when the **requirements** of the position warrant such absence.
- 5.09 A Union Representative shall **not** suffer any loss in **basic pay** in order to attend meetings **between** the **Company** and the Union. Nor shall the Union Representative be entitled to receive any pay in excess of the **regular weekly** rate or daily rate because of having attended such meetings. A **reasonable amount** of travel time will **be** allowed on an individual basis **as** determined by the **Company**.
- 5.10 A Steward, Chief Steward or Officer of **CWC Local 402** will be allowed unpaid time off to conduct **Union** business. Three **(3)** months written notification shall **be** provided to the immediate **supervisor and to the Company** stating the time required. Time **off** the **job**, once scheduled, **must be taken** and any continuous period in excess of thirty **(30) days** will be deducted **from** the employees service. Any request for time off with less than three **(3)** months notice shall **be** subject to **Department** Read approval.

ARTICLE 6 - UNION EXPENSES

- 6.01 **Unless** otherwise specified in this Agreement the Union shall ~~pay~~ the expenses incurred by its **own representatives** in attending meetings, contemplated by this **Agreement** and all joint expenses incurred **in respect** of such meetings, shall **be** borne by the **parties** in equal shares.

ARTICLE 7 - STRIKES AND LOCKOUTS

- 7.01 So long as this Agreement continues to operate the **Company** agree that there shall be no **lockouts** and the Union agrees that there shall be no **slow** down, strike, or any other stoppage of or interference with **work** which would cause any interruption of **work**.
- 7.02 The words "**strike**" and "**lockout**" shall have the meaning given the words in the New Brunswick Industrial Relations Act.

ARTICLE 8 - MANAGEMENT RIGHTS

- 8.01 The **Company** has and shall retain the exclusive right to manage **its** business and direct its **working** forces in the most economical manner possible, including the right to hire, suspend, discharge, promote, discipline or transfer any employee; provided, **however**, that in exercising its rights to discharge an **employee**, the **Company** shall not act in an arbitrary or unjustly discriminatory manner.
- 8.02 The **Company** also reserves the right to require a medical examination of any present or future employee at any time and certification from a medical practitioner that the employee or applicant for employment is physically fit to perform the duties of the job involved,
- 8.03 The **Company** agrees that its function will be exercised in a manner consistent with the general purpose and intent of this Agreement.
- 8.04 The first six (6) months of employment shall be considered a probationary period during which the Company will review the employee's ability to meet the **job** requirements.

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8.04 (Cont'd)

Notice of proposed dismissal of a probationary **employee** will be forwarded to the Union Business Office. Such dismissal shall not **be** subject to the grievance and/or arbitration procedure.

ARTICLE 9 - DEFINITIONS

For the purposes of **this** Agreement:

- 9.01 **EMPLOYEE** means a person employed with The New Brunswick Telephone **Company**, Limited to do skilled or unskilled manual or technical **work** in any of the occupations listed in Appendix A, attached hereto and forming a part of this Agreement, but does not include a person **employed** in a confidential capacity or having authority to employ or discharge **employees**.
- 9.02 **REGULAR EMPLOYEE** means an employee whose employment is reasonably expected to continue more than twelve months, although **such employment** may be terminated earlier by action on the part of the **Company** or the employee.
- 9.03 **REGULAR TERM EMPLOYEE** means an employee engaged for a specific project **or** a specific **period** of more than twelve months with the definite understanding in writing that his employment may terminate upon completion of the project **or** at the **end** of the period.
- 9.04 **TEMPORARY EMPLOYEE** means an employee who is hired on the understanding that the period of employment is **expected** to continue for more than three weeks, **but** not more than twelve months.

- 9.05 **OCCASIONAL EMPLOYEE** means an employee who is engaged on the understanding that the period of employment will not exceed three consecutive weeks.
- 9.06 **PROBATIONARY EMPLOYEE** - an employee shall be considered to be a probationary employee until he has been employed by the Company for six months..
- 9.07 **FULL-TIME EMPLOYEE** means an employee (regular or temporary) who is required to work the basic hours of work for the class of work on which he is hired, as detailed in Article 16.
- 9.08 **PART-TIME EMPLOYEE** . means an employee (regular or temporary) who is normally required to work less than the basic hours of work for a full-time employee.
- 9.09 **TOUR OF DUTY** means the time worked by an employee on any working day,
- 9.10 **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 he has been advised in advance.
- 9.11 **DAY TOUR** means a tour of duty which falls between the hours of 07:00 and 18:00.
- 9.12 **BASIC HOURS OF WORK** means the hours of work per day and per week for full-time employees established in Article 16.
- 9.13 **BASIC RATE OF PAY** means the weekly wage rate shown on the Wage Schedule, which is paid to a full-time employee for working his basic hours of work and at which he is carried on the payroll records of the Company.

- 9.14 **OVERTIME** means the time worked by an employee in addition to, or outside of, his schedule tour of duty for that day.
- 9.15 **TRAVEL TIME** means that time during which an employee is required to travel on **Company** instructions away from his headquarters on a new job assignment and is paid for by the **Company**.
- 9.16 **PREMIUM TIME** means the time worked on a scheduled tour of duty for which a premium is paid in addition to the basic rate for **working on a Sunday, Holiday, Christmas Eve, New Year's Eve or second or subsequent consecutive Saturday**.
- 9.17 **HEADQUARTERS** means that **Company** location that is defined as the employee's permanent reporting centre as identified to the Union in Clause 3.09(1).
- 9.18 **WAGE SCHEDULES** means the **rates** of pay shown in Appendix C attached hereto and which forms a part of this Agreement. The Schedules determine the starting rate for inexperienced employees, the period of time which normally will elapse between increases and the amount of the increase which may be granted to employees in each of the various classes and schedules.
- 9.19 **SENIORITY** means the net credited service as shown on the **Company's** records.
- 9.20 **UNION STEWARD** or **CHIEF STEWARD** means an employee appointed by the Union to represent the interests of the Union members and whose appointment **has** been certified by written notification **from** the Union to the Company.

- 9.21 **BARGAINING REPRESENTATIVE** means a person who has been elected or appointed by the Union to **act** and bargain for its *members* at meetings with the **Company**, as provided for in this **Agreement** and whose election or appointment has been certified by written notification **from** the Union to the **Company**.
- 9.22 **WORK GROWS** means those **groups** as listed in **Appendix B**.

ARTICLE 10 - SENIORITY

- 10.01 The net credited service date as shown on **Company** records establish an employee's seniority.
- 10.02 The **Company** recognizes its responsibility to an **employee** who has a long service record and agrees to give consideration to the seniority and merit of an **employee** in matters affecting him, having due regard to the **Company's** operations. All things being equal, seniority will prevail.
- 10.03 If two or more **employees** have the same net credited service, the eldest shall be deemed to have the most seniority.
- 10.04 The **Company** will prepare and post on appropriate **Company** bulletin boards, on January 1 and July 1 a list showing the seniority of **employees**. One copy of this list will be sent to the Union Business Office.

ARTICLE 11 - FORCE ADJUSTMENT

*11.01 When conditions arise which, in the Company's opinion, necessitate force adjustment this adjustment will normally be accomplished by reassigning the affected staff, either temporarily or permanently and providing appropriate retraining. In the case of permanent transfers Article 20 applies. The Company agrees to give consideration to an employee's seniority and preference of type of work and location in making such reassignments.

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*11.02 An employee reassigned to an occupation of lower classification in accordance with 11.01 shall maintain his current rate of pay until such time as he is eligible for an increase on the wage schedule for the occupation to which he is assigned.

• 11.03 In the case of a temporary assignment to a new location a minimum of three (3) working days' notice shall be given to the employee, except in cases of emergency.

• 11.04 Normally an employee who has been temporarily assigned to another position/location will be given the opportunity to return to his former position/location as soon as there is a requirement to fill that position.

11.05 If staff in a work group is being reduced due to lack of work, the Union will be notified in writing 1 month in advance. The lay-off shall be as follows:

(a) Except for major suppliers (Northern Telecom, etc.) or when contract termination involves a penalty, contractors will be released, then

11.05 (Cont'd)

(b) **temporary** and part-time employees, them

c/1 (c) regular full-time employees by **inverse order of seniority** for the work **group** affected .

(d) **When** it is **necessary** to replace the laid **Off** **employee** , any transfer required will be at the expense of the **employee** being transferred.

11.06 It will be the **responsibility** of laid off **employees**, affected by 11.05, who desire reemployment to keep the office informed as to their correct addresses. If an employee fails to signify his intentions to return to **work** within **three (3)** days of being recalled, his name on the recall list will **be** passed **over**; if he fails to return to **work** or to **give** a legitimate reason for being unable to do so **within two (2) weeks** after being recalled, his name shall **be** struck **from** the recall list.

11.07 The **Company** agrees to treat the first thirty **(30)** days of a lay-off as a leave of absence and net credited service will accumulate for the first thirty **(30)** days.

11.08 When staff is being increased following a lay-off, employees shall be recalled in **reverse** order of the lay-off.

11.09 **Recall** rights will be maintained for a period of six **(6)** months **following** a lay-off and during this period, the employee remains eligible for termination **allowance** per clause 11.10. The employee may choose to maintain recall rights for an additional six **(6)** months, but by so doing **becomes** ineligible for termination allowance payments.

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Termination Allowance

11.10 Termination Allowance will be administered by the Company's management and provided for those employees whose service is terminated for the following reasons:

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(a) Termination due to lack or cessation of work.

11/1

(b) Termination when positions are eliminated due to changes in technology or where other suitable work cannot be offered or is not available.

(c) Termination due to inability to satisfactorily fulfill the requirements of available positions when offered per Clause 11.10(b).

11/1

(d) Termination due to physical or mental inaptitude:

For eligible employees, payment shall be calculated as follows:

<u>Years of Service Completed</u>	<u>Allowance</u>
2 but less than 10	1 week's pay for each full year of service.
10 years and over	1 week's pay per year of service or fraction thereof, to maximum of 20 weeks.

11.11 Termination Allowance is only authorized when there is no prospect for rehiring.

Notice Upon Separation

- 11.12 Subject to any government regulations concerning separation notice, employees who are being laid off shall be entitled to the following periods of notice:
- (a) If employment is by the hour or day, no definite period of notice shall be given.
 - (b) If employment is by the week, a week's notice shall be given.
- 11.13 Employees who are resigning from the Company's service are expected to give the Company a period of notice as specified in 11.12.
- 11.14 The notice shall be computed in all cases from the date when it is given.

ARTICLE 12 - ACCIDENT INVESTIGATION

- 12.01 An Accident Investigation Committee shall be established at the request of the Company or the Union, to investigate the following types of accidents involving employees covered by this Agreement:
- (a) Fatalities, Lost Time and Disability accidents.
 - (b) Major Motor Vehicle accidents.
- 12.02 Such Committee shall consist of a Management employee, who is an employee of the Department concerned and the employee health and safety representative, who is an employee of the Department concerned. If further members are considered necessary,

12.02 (Cont'd)

the **composition** of the Committee will be arranged by negotiation between the **above** named representatives.

12.03 An **employee** involved directly or indirectly in the accident under investigation will **not** be eligible for membership on this Committee.

Preparation and Distribution of Report

12.04 (a) The Committee will examine all **facts** related to the accident in an endeavour to determine the **true causes** thereof,

(b) A written report of the investigation shall **be** prepared within one week of the date of the **Committee** Meeting and shall **be carefully** read and signed by **each member of the Commi ttee** and forwarded to the **Company**. Each **member of** the committee shall retain a **copy** of the report.

ARTICLE 13 - DISCIPLINE

• 13.01 **Whenever** a meeting **between** the **Company** and an **employee** is held for the purpose of **imposing** discipline the **Company** will advise the employee concerned of his right to union representation and, when requested by the **employee**, a Steward or Chief **Steward** shall **be** invited by management to be present at said meetings.

13.02 The **Company** agrees to **give** as **much** prior notice as circumstances permit to the Steward or Chief Steward concerned of any **contemplated** dismissal, suspension or demotion **of** any employee for disciplinary reasons.

13.03 The **Company** agrees to provide the **employee** and if **requested** by the **employee**, his steward., with written notification of the **imposition of dismissal, suspension** or demotion and the reasons for **such measure**, at the time it is taken or **as soon** thereafter **as possible**.

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*13.04 Letters or **references** of a disciplinary nature in an employee's file shall normally **be cancelled** after thirty-six (36) months, unless during this thirty-six (36) month **period** the employee receives any additional disciplinary notices,

ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURE

Grievances Involving Interpretation, Alleged Violation or Dismissal

14.01 Should any differences arise between the **Company** and the **Union** or any of **its members** thereof employed by the **Company** as to the **interpretation or** alleged violation of any or the **terms** of this Agreement or a **dismissal**, it is agreed that there shall be no stoppage of **work** but a final and binding settlement **of** any such **differences** shall **be** arrived at in the following manner:

Step One

Within twenty (20) working days from the aggrieved **action**, the **employee or** steward (at the employee's **request**) shall discuss the grievance with the employee's immediate Supervisor . If a **reply**, a satisfactory **adjustment or** settlement is not received within two (2) working days, the employee may proceed to Step **Two**.

14.01 (Cont'd)

Step Two

Within **twenty-five (25)** working days of the aggrieved action, the employee or his **representative** shall present the grievance in writing to **the** person designated as the Second Level **Manager** concerned, stating the **agreement** provision allegedly violated. If a reply, a satisfactory **adjustment** or settlement is not received within five **(5)** working days from the date on which the grievance was presented at this step, the employee may proceed to Step Three.

Step Three

Within ten **(10)** working days from the expiration of the **five** day period referred to in Step Two, the employee or his representative may present his grievance in writing to the Department Head. The disposition of the grievance at Step Two and **any** replies must **accompany** the grievance. If a reply, a satisfactory adjustment or **settlement** is not received within five **(5)** working days **from** the date on which the grievance was presented at this step, the employee may proceed to Step **Four**.

At this Step Three, the Union shall have the right to initiate a **grievance** as to the interpretation or alleged violation of any of **the** terms of this **Agreement** or a **dismissal** directly affecting **several employees** or **when** more than one immediate supervisor is involved. The time limits and other procedures of this step and subsequent steps shall **be followed**.

14.01 (Cont'd)

Step Four

Within thirty (30) working days from the expiration of the last five day period referred to in Step Three, the employee or the Union on behalf of the employee, following written notice to the Company, may submit the matter to arbitration as provided for in 14.05 of this Agreement.

14.02 In determining the time limits in the foregoing steps, Saturdays, Sundays and paid Holidays shall be excluded. If advantage of the provisions of this Article has not been taken within the time limits specified herein, the alleged grievance shall be deemed to have been abandoned and cannot be reopened. Time limits specified in this Article may be extended only by mutual agreement .

14.03 When a grievance is under negotiation through a representative of the Union, from Step 2 on, the Company will not endeavour to adjust such grievance with the employee involved without prior notice to the Union representative. No such grievance shall be deemed to have been settled without the concurrence of the employee's representative.

14.04 Nothing in this Agreement shall restrict the right of any employee or group of employees to adjust their grievances with the Company through regular supervisory channels .

Arbitration

14.05 In the event that it becomes necessary to submit a grievance involving the interpretation or alleged violation of this Agreement or Dismissal to arbitration, it

14.05 (Cont'd)

will be placed before a Board of Arbitration which the parties hereto agree to set up forthwith following receipt of written notice by either party from the other of intention to arbitrate pursuant to Step Four of 14.01 of this Agreement. Such Board shall consist of three members, one of whom shall be appointed by each of the parties hereto and a third, who shall be Chairman, shall be selected by the first two named. Failing agreement on the selection of a Chairman within five days from the appointment of the first two named, the Minister of Labour for the Province of New Brunswick shall be requested to name a Chairman.

14.06 The Board shall not have the power to amend, cancel or add to the terms of this Agreement and in rendering a decision, shall be bound by the terms of this Agreement.

14.07 The Board shall not substitute its judgement for that of the Company, except that where a grievance involves the discharge of an employee, the Board may either confirm the action of the Company or, if it finds that the Company has acted in an arbitrary or unjustly discriminatory manner, order the reinstatement of such employee on the following basis:

- (a) The employee shall receive his straight time rate of pay for the time lost, less any amount, other than wages, received from the Company at time of dismissal, and Less any amount paid to, or receivable by, the employee as wages in other employment or as nonrepayable unemployment benefits under any present or future provisions of law for the period since the date of discharge.

14.07 (Cont'd)

(b) If such deductions exceed the regular pay due the employee for time lost, the excess, to the extent of amounts received from the Company, shall be treated as an advance in pay due the Company, repayment to be made by payroll deductions at a rate specified by the Board of Arbitration,

14.08 The majority decision of the said Board shall be final and binding on the parties hereto.

14.09 Each party shall bear the compensation and expenses of its appointee and all expenses which it incurs. and both parties shall bear the compensation and expenses of the Chairman and other joint expenses in equal shares.

Other Grievances

14.10 Grievances not involving interpretation or alleged violation of the Agreement or dismissal shall be taken up as follows:

Within fifteen (15) working days from the aggrieved action, the employee, alone or with the assistance of a Steward, may present the grievance to the employee's immediate Supervisor. Within two working days after presentation of the grievance, the Supervisor shall give his answer to the employee and/or Union Steward involved. If the grievance is not resolved, the employee and/or Union Steward or National Representative may within successive five (5) working day intervals, attempt to adjust the grievance by negotiation with the Second Level Supervisor, Department Head and the President. The decision of the President of the Company shall be final.

- 14.11 In determining the time limits in 14.10, Saturdays, Sundays and paid Holidays shall be excluded. If advantage of the provisions of this Article has not been taken within the time limits specified herein, the grievance shall be deemed to have been abandoned and cannot be reopened. Time limits specified in this Article may be extended only by mutual agreement.
- 14.12 When a grievance is under negotiation through a representative of the Union, from the Second Level on, the Company will not endeavour to adjust such grievance with the employee involved without prior notice to the Union representative. No such grievance shall be deemed to have been settled without the concurrence of the employee's representative.

ARTICLE 15 - WAGE ADMINISTRATION

- 15.01 The basic rates of pay for the occupations in which the employee is engaged, shall be as set forth in the Wage Schedules in Appendix C attached hereto and forming a part of this Agreement.
- 15.02 Increases (Progressional) shall be on the basis of merit as determined by the Company. The time interval specified on a wage schedule is a period during which the employee is under survey as to his capacity and qualifications. During this time each employee is considered for an increase. If he is not capable of assuming the responsibility of a higher step, he is not eligible for an increase until he can qualify for the next higher step.

- 15.03 An **employee** who is not **considered eligible** for an increase **when due**, shall be given 15 days **notice**, in writing by his **Supervisor** with the **reason** he is **considered** ineligible. A copy of the **notification** may also be **sent** to the **Local Union Business Office** if **requested** by the employee.
- 15.04 The time intervals shown on the Wage Schedules shall be **computed** as **follows**:
- (a) **For an employee** hired or rehired **between** the first and **fifteenth** of the month, **from** the first day of that month.
 - (b) **POP an employee** hired or rehired **between** the sixteenth and the last day of the month, **from** the **first** day of the following month.
- 15.05 The effective date for an increase shall be the first day of the biweekly pay period closest to the first day of the month.
- 15.06 New **employees** having **experience** useful to the **Company** or **experienced** former **employees**, may be hired or rehired at a starting rate which takes into consideration the value of their experience in **the** position in which they are to **be** employed.
- 15.07 An **employee** required to **fill**, for a **continuous** period of three or more working days, a supervisory position for which a higher **rate** of pay applies, shall **be paid** for the **whole** of the period he fills the said position at an appropriate **higher** rate **as** determined by **the Company**.
- 15.08 When an employee is promoted or assigned for a period of **three or more** working days, to a higher **rated job** in a different wage schedule **covered** by this agreement, he shall

15.08 (Cont'd)

move immediately to the step on the new schedule which has the same rate as his present wage or, if there is **no** identical **rate** on the schedule, to **the** closest higher **rate** to his present wage rate. If the **employee was** not at the maximum rate prior to promotion, he shall **carry forward any wage** credit accumulated **towards** his next progressional increase. If the employee was at the maximum **rate** for his classification prior to promotion and his new wage rate is not the maximum for his new classification, he shall be eligible for a **progressional** increase on the new schedule six **(6)** months after promotion.

Exception

An employee on Wage Schedule 2, 3 or 5 who is **promoted** or assigned for a period of three or more **working** days to a higher rated job and who has been at the maximum rate for his job **classification** for twelve months (six months for Schedule 5) or **longer**, shall move immediately to the next higher step. If he has less than **twelve months** (six months for Schedule 5) he will **carry forward** any wage credit accumulated **towards** the next higher **s tep**.

15.09 Upon ceasing to perform the duties at the higher classification, the employee **will be** reclassified and revert to the former class and rate.

15.10 Faster progression than provided for on the Wage **Schedules** forming part of this Agreement **may** be granted to individual **employees** with **the** approval of the Department Read concerned when, in the **Company's judgement**, such faster progression is merited.

15.11 for employees in Class 1, higher rates than those provided for on the Wage Schedule forming part of this Agreement may be granted to individual employees with the approval of the Department Head concerned when, in the Company's judgement, such rates are merit, provided, however, that such rates shall in no case exceed an amount ten percent (10%) above the maximum rate set for Class 1. Such employees shall be designated Craft Technician.

Pay Treatment - Employee Absent

- 15.12 (a) Increases or decreases in rates of pay which an employee would have received had he been on the job, shall not be made effective while he is absent due to accident or sickness.
- (b) Intervals for increases under the Wage Schedule shall be extended by the time absent due to leave, accident or sickness when the absence exceeds a thirty day period.

Pay Days

- 15.13 (a) Employees shall normally be paid every alternate Friday. When a pay day falls on a paid Holiday, employees shall normally be paid on the preceding nor king day.
- (b) When an employee is required to go to the office of the Company to receive his pay cheque, he may do so during working hours as directed by his Supervisor.

ARTICLE 16 - BASIC HOURS a? WORK

16.01 For the purpose of this Agreement, a calendar work week shall be a period of seven consecutive days commencing 00:01 on Sunday and ending at 24:00 on the following Saturday. ~~Forty hours~~ shall be considered a week's work for all employees and not more than forty hours at basic pay shall be worked in one week. The basic hours of work shall be eight hours per day.

16.02 The Company shall determine -and establish the hours of work for all part-time employees.

Arrangement and Assignment of Tours of Duty

16.03 Where requirements of service demand shift work, any eight hours, except intermission for meals, shall constitute a day and such assignments shall not be for more than fourteen calendar days, if practicable.

*16.04 The arrangement of hours for all tours of duty shall be established by the Company. All employees shall have two consecutive days of rest in seven, unless mutually agreed between the employee and his supervisor.

16.05 Where the basic hours of work are established in accordance with 16.01, the tours of duty may be scheduled on any five days of the week including Sunday, depending upon the requirements of the job.

16.06 The assignment of an employee to a tour Of duty shall be made by the Company to meet service requirements, due consideration being given to seniority of the employee in the group. Normally schedules shall be posted thirty (30) days in advance. A tour

16.06 (Cont'd)

of duty that extends over midnight shall be considered as having been worked entirely on the day in which the greater number of hours is worked.

16.07 An employee who is scheduled to work five days per week, or ten days over a two week period, and who, at the direction of the Company, works at least four hours on each of successive Saturdays shall, except as otherwise provided in Clause 16.08, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent Saturdays so worked.

16.08 The Saturday premium in 16.07 shall not be included in wage payments for paid absence from duty, or for any time for which an employee is receiving a rate of pay which, exclusive of tour differentials, is higher than his basic rate.

16.09 An employee, who is required to work a double tour due to an emergency, shall be allowed at least eight (8) hours before he is required to report back to work.

16.10 At least seven days' notice, by posting, shall be given by the Company to an employee whose scheduled tour of duty is to be changed, except when it is necessary to schedule an employee to work due to unforeseen circumstances.

16.11 When a change in schedule requires an employee to start a new tour of duty within twenty-four hours of the start of his previous tour, there shall be an interval of at least seven hours between the two successive tours. Any hours short of seven (7) shall be paid at time and one-half.

- 16.12 (a) With the approval of the **Company**, an **employee** may have his tour of duty changed at his **own** request.
- (b) Special arrangements may be made with respect to the **hours** of **work** and rates of pay when mutually agreed upon by both the **Company** and the Union. Such changes shall be outlined and **presented** in writing to both the Department Head concerned on the one hand and the National Representative of the Union on the other hand. Failure to reach mutual agreement shall not **be** cause for a grievance.

Meal Period

- 16.13 The **meal** period for an employee shall not exceed one hour.
- 16.14 Where the job **requires** eight or more hours continuous attendance, **twenty minutes** shall **be** allowed for lunch on the **job as part** of the tour of duty.
- 16.15 **Where** the meal period is authorized in **connection** with overtime work and the time taken **does** not exceed twenty minutes, this time shall be considered as part of the time worked.
- 16.16 When an employee works overtime for two (2) **hours** or more without a meal **break at the** end of his **regular or** overtime **tour** for that day, he will be **allowed** a hot meal. The **Company** shall **allow** another **hot** meal for each **four (4)** hours worked thereafter.

Sunday Premium Time

16.17 An employee who is scheduled to work for any period between **midnight** Saturday and **midnight** Sunday shall be paid **Sunday Premium Time**. **Sunday Premium Time** is one-half time extra for the number of hours worked in this period.

16.18 Premium time shall not be included in wage payments for paid absence from duty or for the period during which an employee is working overtime or the period for which special compensation is paid as provided in Clause 16.19.

Christmas Eve and New Year's Eve - Special Compensation

16.19 An employee who works on Christmas Eve or New Year's Eve, shall be paid one and one-half time extra, in addition to basic pay, for all time worked between the hours of 18:00 and 24:00 in addition to any differential applicable under 16.22.

16.20 Except for tour differentials when applicable, an employee shall not receive the benefit of more than one premium (earnings in excess of basic rate) for the same hours worked. Where more than one premium may be interpreted as applying, the employee will receive the largest single premium applicable.

Payment Involving Time Changes

16.21 On a change from Standard Time to Daylight Time or vice versa, employees on scheduled tours or relief tours of duty commencing at or embracing the time when the official change takes place, shall report for duty at the time in effect prior to the change and

16.21 (Cont'd)

conclude their **tour** of duty at the scheduled hour on the new time and shall be paid for a **standard** tour of duty without regard to the actual number of hours worked **on that tour**.

Tour Differentials

- 16.22 An employee, **excluding Building Servicemen and Cleaners**, who **works** an evening or night **tour** shall be paid a differential. **This differential** shall not be included for the period for which an employee is being paid on an overtime **basis**. **The differential** payment shall be **forty-five (45) cents per hour** for each hour **or** portion thereof worked **between 1800h and 0700h**.

ARTICLE 17 - OVERTIME

- 17.01 Overtime **payments** shall **be made** to a regular **full-time** employee for time worked in addition to **or** outside of his scheduled **tour of duty on any day**, or on a day outside his scheduled **work week**.
- 17.02 Hourly rates **for** the purpose of **computing** all overtime shall be the employees basic weekly **rate** divided **by forty**.
- 17.03 Overtime payment for additional **hours** worked on any **regularly** scheduled **work day** shall **be** the employee's hourly **rate** multiplied by one and **one-half** **times** the **actual hours** worked?--
- 17.04 An employee **required** in an **emergency**, to **work** on his scheduled day or days off shall be paid for his **tour of duty** on an overtime **basis**.

17.05 Overtime payment for hours worked on any day which is not a regularly scheduled work day shall be:

* (1) Monday to Saturday inclusive - employee's hourly rate multiplied by one and one-half times for the first four hours worked and multiplied by two times for the actual hours worked which are continuous beyond the first four hours.

(2) Sunday - employee's hourly rate multiplied by two times the actual hours worked.

17.06 An employee who is required to work overtime in excess of twenty minutes, either immediately preceding or continuing after his scheduled tour of duty or both, shall be paid on an overtime basis for all overtime worked.

17.07 An employee who is required to work overtime which is not continuous (call-out) as covered in 17.06, shall in no case be paid less than four (4) hours at his basic wage rate. Such employee shall be paid one hour at straight time in lieu of travel time. This hour will apply as part of the minimum four (4) hours, when applicable.

17.08 An employee required to work in excess of twelve (12) hours (meal hours excluded) in the twenty-four (24) hour period commencing with the start of his scheduled tour of duty shall be paid two times his basic hourly rate for all time worked over twelve (12) hours. The two times basic hourly rate shall also apply to time worked over twelve (12) hours which forms a continuous part of the employee's next scheduled tour of duty.

- *17.09** An employee assigned to a day tour who works overtime after midnight shall have the hours worked between midnight and 0700h reduced from his next scheduled tour provided such tour would normally begin within 8 hours of the conclusion of the overtime worked. When the overtime immediately precedes his next scheduled tour or if the Company requires the employee to commence his next scheduled tour without eight consecutive hours off the job, the length of his tour shall be reduced by an amount of time equivalent to the overtime hours worked between midnight and 0700h. All employees will be paid on a straight time basis for any time on his next scheduled tour for which he is excused because of working on an overtime basis between midnight and 0700h.
- 17.10** An employee shall be paid on an overtime basis for a relief (unscheduled) tour of duty which starts within twenty-four (24) hours of the start of his previous scheduled tour of duty. On reverting to his own scheduled tour, he shall be paid on an overtime basis for the first tour providing it starts within 24 hours of the start of his previous relief (unscheduled) tour.
- 17.11** An employee who worked on his scheduled day of rest at his own request or employees allowed to exchange tours of duty at their own request, shall not be paid on an overtime basis for such tour or tours of duty.
- 17.12** Overtime rates shall not apply for actual periods for which an employee is paid special compensation under 16.19 or 18.06 of this Agreement.

17.13 Apart-time employee, who **wor ks** more than his scheduled hours on any day, shall be paid on a straight time basis until he has Worked the basic hours per day, **and** on a **time** and one-half basis for time worked in **excess** of the basic hours.

17.14 A part-time **employee** , who works more than his scheduled tours of **duty in** any week, shall **be** paid on a straight time basis **until** he **has** worked the basic hours per week, and on a time and one-half **basis** for time worked in excess of the basic hours.

ARTICLE 18 - HOLIDAYS AND HOLIDAY PAYMENT

18.01 The following shall be recognised as **paid Holidays**:

5/3/10
(a) New Year's Day Labour Day
Good Fri day Thanksgiving Day
Victoria Day Remembrance Day
Canada Day Christmas Day
New Brunswick Day Boxing Day

(b) One (1) additional paid Holiday, on a day to be determined by the **Company**, will be **granted** during each calendar **year**;

(c) such other Holiday as may be proclaimed by the Federal or Provincial Governments , provided such day is fully observed as a holiday in the majority of incorporated cities throughout **New Brunswick** .

18.02 To meet **local** conditions another day may be substituted for any of the above **paid Holidays** when approved by the **Company**.

18.03 When a paid Holiday falls on a Saturday or Sunday, the Company shall choose another day to be observed as the paid Holiday and the day upon which the paid Holiday would otherwise have fallen shall be deemed to be a normal work day.

Holiday Payment

18.04 When a paid Holiday falls on a day on which an employee is scheduled to work, the employee may be granted the day off with pay, this pay to be known as Holiday Pay. Such employee, if absent without authorization from his scheduled tour of duty on the day preceding and the day following the paid Holiday, shall not be entitled to the Holiday Pay. An employee, if absent without authorization from his scheduled tour of duty on the paid Holiday, shall not be entitled to the Holiday Pay.

18.05 All Holidays specified in 18.01 shall be included in the weekly schedule for all employees.

*18.06 An employee required to work on a paid Holiday shall, in addition to Holiday Pay as defined in 18.04, be paid one and one-half times his basic rate of pay for the actual hours worked (two times basic rate if on December 25th), in addition to any tour differential in effect at the time.

18.07 If the additional holiday referred to in 18.01 (b) is scheduled on December 24 or 31, those employees scheduled to work the evening tour only, will be allowed to choose another day off with pay in lieu of the holiday. The choice of day is subject to service requirements and must be taken prior to January 31.

19.02 (Cont'd)

- (c) For the purposes of this Article, paid sickness ~~absence~~ absence due to on-the-job accidents and unpaid absence for official Union business will count as time wor Red. However, in no event will an employee receive more than 52 weeks pay per year.
- (d) One additional week of vacation shall be granted during the calendar year in which such employee completes 30 years of service.

*19.03 An employee shall become initially eligible for the length of vacation 19.02(b) at any time during the calendar year in which the employee completes the required number of years of service,

19.04 Vacation schedules shall ix arranged by the Company with due consideration to seniority and to effect the least possible interruption to efficient operation of the department. Insofar as practicable, vacations shall be arranged with due regard to employee preference as to the month in which the vacation is desired. Normally, the management vacation schedule shall not interfere with the employee vacation schedule except when an employee is assigned to relieve the Supervisor. All vacations shall commence on a Monday unless demands of the work make this impossible. An employee shall not normally be required to work on the weekend preceding or the weekend following his vacation.

19.05 When an employee is ill or meets with an accident or to meet demands of the work, the Company may reschedule the vacation with due consideration being given to the request of the employee.

- 19.06 An **employee** shall not have the right to carry forward all or part of a vacation from one **vacation** period to the next or take two vacations **consecutively**. **Normally**, two weeks of **the** vacation for **which** an **employee** is eligible shall **be** taken in one continuous period and at least two **months** shall **elapse** between vacations of successive years,
- 19.07 (a) An **employee** rehired shall qualify for an initial vacation on the basis of the **same** qualifying periods **from** **the** date rehired as **apply** to **new** employees.
- (b) **For any employee** hired after 1976 07 01, **bridged seniority** from another **company** will not apply for **the** purpose of vacation scheduling only.
- 19.08 **If** a paid **Holiday** falls within the vacation, an additional day of vacation shall be granted. The additional **day** shall be granted when **work** conditions permit, due consideration being given to the request of the employee.
- 19.09 For the **purpose** of these instructions, "pay" means the basic rate of pay at which the employee is carried on the payroll records of the **Company**. "Gross **Earnings**" means the **total** earnings of an employee for work done **by** him for the **Company**.
- 19.10 An employee who resigns, is dismissed or laid off shall be granted **pay** in lieu of vacation credit as **follows**:
- (a) If the annual vacation has been taken:
- The employee shall **be** paid **4%** of his gross earnings from January 1 of the current year to the date of termination of **employment**.

19.10 (Cont'd)

(b) If the annual vacation has **not been** taken:

Pay for the vacation **for** which the employee **has** qualified shall be **granted** or **4% of gross** earnings of the previous year, whichever is greater, plus **4%** of his **gross** earnings from January 1 of the **current** year to date **of** termination of employment.

19.11 An employee proceeding on vacation **may**, upon request, **receive advance pay** up to **the** net amount the **employee** would normally receive on any pay days which occur during **the** vacation, provided such request is made at least ten days prior to the scheduled date on which the vacation commences.

ARTICLE 20 - TRANSFERS

20.01 The **Company** will normally give **30** days notice of a permanent transfer.

20.02 Employees who for the benefit of the service and operations of the **Company** are moved, involving a change of **position** or **occupation** from one city or town to another, will be **reimbursed** for the necessary incidental **expenses** involved in the **moving** when approved by the **Company**.

*20.03 An employee being moved by the **Company** from one headquarters to another shall **receive** transportation for his family and household effects if **distances** in **excess** of 30 km are involved.

ARTICLE 21 - TRAVEL TIME

21.01 Travel time on **Company** instructions, outside the normal Section shall **be** paid for at straight time and shall **be** governed by the following **regulations:**

- (a) When train, air or **bus** transportation is **provided travel** time shall be the normal schedule time between starting point and destination, including unavoidable **stopover** time **between** connections .
- (b) When, at the **Company's** direction, employees travel in a **Company vehicle**, under this Article, the actual time required **from** departure to arrival at destination **will be considered** as travel time.
- (c) When approved by **Company** management, an **employee** may use a personal vehicle for out of province trips **on Company** business and shall be **reimbursed an** amount equal to the economy air **fare from** his headquarters to the destination concerned.
 - (1) When **two** or more employees travel in the same personal vehicle, the driver of the vehicle shall be **reimbursed** at a **km** rate established by the **Company** and based on Maritime **Automobile** Association distances .
 - (2) All expenses incurred between departure and destination will be the responsibility of the employee.

21.01 (c) (Cont'd)

(3) Travel time shall be based on the shortest air schedule time between starting point and destination.

(d) If sleeping accommodation is provided, only travel time between 07:00 and 22:00 shall be considered travel time.

21.02 When an employee is required to work beyond an 80 km radius of his headquarters, within the province, for longer than two (2) weeks, he shall be entitled to travel on company time or be paid straight time, at the discretion of management, every weekend when returning to the job site.

ARTICLE 22 - TRANSPORTATION AND LIVING EXPENSE

*22.01 An employee shall be reimbursed for travelling expenses made on behalf of the Company. The Company shall normally determine the means of transportation, however, an employee may choose to use his personal vehicle instead. In such cases the employee shall be reimbursed at the current rates paid for use of personal vehicles. Notwithstanding the preceding, Article 22.08 shall apply in all cases.

22.02 When an employee works outside his headquarters, (more than 80 km) but within the province for a full week or longer, he shall be reimbursed for approved transportation expense to and from his headquarters each week, providing his absence does not interfere with the job. Subject to 21.02, such trips will be on the employee's own time.

- 22.03 An employee who is assigned to work outside the province on behalf of the Company shall be reimbursed for approved transportation to and from his home every third weekend, or he may be reimbursed each weekend providing the expense of the trip home does not exceed the cost of remaining at his temporary location and will not interfere with the job. He may at the discretion of management, be permitted to contribute in cost so as to return home more often than every third week.
- 22.04 When employees are required to work outside the fixed headquarters in which they are located, they shall be reimbursed for all actual necessary expense in connection with such work. A reasonable standard of board and lodging shall be provided.
- 22.05 When an employee is working too far from his headquarters to return for a meal within the allotted period, he shall either take his meal with him or arrangements will be made by the Supervisor. Meals are provided by the Company when it is in its interest to do so to save travelling, etc.
- 22.06 When an employee is authorized to use his personal vehicle for travelling to a job location daily which is outside his headquarters but within 24 km one way from his headquarters, he shall be reimbursed for the distance to and from his headquarters.
- 22.07 When an employee is authorized to use his personal vehicle for travelling to a job location daily which is outside his headquarters and over 24 km but less than 50 km he shall either be reimbursed for the distance to and from his headquarters or be may lodge at the job site if he does not wish to travel.

22.08 When more than one **employee** is travelling to the **same** work location normally only one person **may** claim for personal car **use**.

ARTICLE 23 - SICKNESS ABSENCE AND BENEFITS

23.01 Sickness benefits shall **be** granted at the discretion **of** the **Company** and administered by the **Company's** management.

23.02 Employees visiting a **physician** at the request **of** the **Company** for medical examinations during working hours shall **be** entitled to pay during the necessary absence.

ARTICLE 24 - MISCELLANEOUS WORKING CONDITIONS

Inclement Weather

24.01 An employee shall not **be** required to work outside, unless under cover in inclement weather, except where in the **judgement** of the **Company**, cases of emergency or necessity exist.

Clothing

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

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

Tools

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

ARTICLE 25 - BULLETIN BOARDS AND EMPLOYEE INFORMATION

- 25.01 The Company will provide bulletin boards or provide clearly delineated space on existing bulletin boards on its property for use by the Union. The boards are to be used for posting of notices of Union meetings and other notices of general information pertaining to Union activities. All posted material will be subject to Company approval.
- 25.02 The Company agrees to supply each member with a copy of this Agreement.

ARTICLE 26 - JOINT CONFERENCE MEETINGS

- 6/1
26.01 Meetings for the purpose of interchange of ideas and information on matters of mutual inter-art and concern shall be held on or before the twentieth day of January, April, July and October of each year. Any meeting may be cancelled or deferred providing both the Union and the Company agree. These meetings shall be attended by not more than five Union Representatives, and the representatives of the Company. Such meetings may also be attended by the National Representative and/or the President of the union.

26.02 Individuals, whether of employees or of management, having special knowledge of, or personal interest in, any matter under consideration may be invited to attend during any of the aforementioned discussions or meetings upon mutual agreement of the conferring parties.

ARTICLE 27 - WITNESS & JURY DUTY // //

27.01 Employees called for jury duty or acting as witnesses under subpoena shall be entitled to pay during the necessary absence.

ARTICLE 28 - BEREAVEMENT LEAVE /

28.01 A full-time employee shall be granted bereavement leave with basic pay from any of his scheduled tours of duty that occur during the five days immediately following the day of death of his spouse, common-law spouse, son or daughter.

28.02 A full-time employee may be granted, in the event of the death of his father, mother, brother, sister, mother-in-law, father-in-law, grandparent or other relative residing in the same permanent residence as the employee, bereavement leave with basic pay from his scheduled tours of duty for any necessary period, not exceeding three days.

28.03 The Company may extend the periods of bereavement leave provided in 28.01 and 28.02 up to two days when, in the opinion of the Company, sufficient travel is involved to justify an extension.

28.04 Full-time employees may be granted a maximum of one day off with basic pay to attend the funeral of a sister-in-law, ~~brother-in-law~~, aunt or uncle or when requested to act as a pallbearer.

***ARTICLE 29 - MATERNITY AND ADOPTION LEAVE**

*29.01 An employee shall be granted maternity leave without pay subject to the following conditions .

(a) the employee shall complete and submit to the Company an application for Maternity Leave of Absence at least four months before the projected date of her delivery, or as soon as her pregnancy is confirmed whichever is the later .

(b) in the absence of an emergency give her Employer at least two weeks notice of the commencement date of the leave.

(c) the employee shall provide to the Company a certificate from a duly qualified medical practitioner stating that she is pregnant and specifying the estimated delivery date.

*29.02 Maternity leave shall be granted to commence not earlier than 11 weeks prior to the estimated delivery date and shall be for a maximum of six months.

*29.03 Any employee who is pregnant and does not wish to work with video display terminals (VDT) during her pregnancy will be granted an earlier commencement date that could result in a leave exceeding six months.

- *29.04 When the leave of absence is seventeen weeks or less an **employee** who reports for work upon expiration of such leave shall be **reinstated** in the **position** she held immediately before the commencement of the leave or an equivalent position **will** no decrease in pay and no loss of seniority or benefits accrued up to the **commencement** of the leave.
- 29.05 When the leave of absence is in **excess** of seventeen (17) weeks there is no guarantee of **reemployment** except for extensions associated with **VDTs** per 29.03.
- *29.06 The Leave of absence shall not constitute a break in **service**. However, any period of such leave beyond 17 weeks shall be deducted **from** the employee's service for all purposes.
- 29.07 Adoption leave granted to either (but **not** both) parent shall be on the **-same basis as** maternity leave.
- 29.08 An employee on maternity leave of absence who decides that she will not resume **employment** by the **expiry** date of such leave shall advise the **Company**, in writing, of her decision at the earliest possible date.
- *29.09 A stillbirth or miscarriage shall not remove the **right** to maternity leave if it occurs during the last twenty **weeks** before the expected date of delivery.

ARTICLE 30 - BARGAINING PROCEDURE

- 30.01 All negotiations with a view to affecting changes or modifications in this **Agreement** shall be **conducted** between the designated Bargaining Representatives of the Union on the one hand and the designated Bargaining Representatives of the Company on the other.

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

ARTICLE 31 - DURATION AND RENEWAL

*31.01 This Agreement shall become effective as of 1986 03 30 and shall remain in full force and effect until 1989 03 25 and shall be renewed from year to year thereafter unless notice in writing is given by either party to the other to negotiate a new Agreement, with proposed amendments when possible or to terminate this Agreement, not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiry date of this Agreement.

31.02 Where notice to negotiate a new Agreement has been given, the first negotiating meeting shall be held within thirty (30) days after such notice is given. This Agreement shall continue in full force and effect until a new Agreement has been executed, the union is lawfully entitled to strike, the Company is lawfully entitled to lock-out or three hundred and sixty-four (364) days have elapsed since the expiry Of the term of this Agreement, whichever occurs first.

ARTICLE 32 - VALIDITY OF AGREEMENT

32.01 In the event of any provision of this Agreement or in any of the practices established hereby, being or being held to be contrary to the provisions of any applicable law now or hereinafter 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.

*WITNESS CLAUSE

IN WITNESS **WHEREOF** the parties hereto have **caused**
this Agreement to be executed **by** their **duly**
authorized representatives, **1986 09 26** at Saint
John, **N.B.**

For **THE NEW BRUNSWICK**
TELEPHONE
COMPANY, LIMITED

For **THE COMMUNICATIONS**
AND ELECTRICAL
WORKERS OF CANADA
AND ITS LOCAL 402

GERALD L. POND
ROSS H. LEWIS
SUSANNE WHITE
HARRY S. MERCER
GERALD J. MCRAE
WALTER R. CARLSON

HELEN ALLAIN
ERVAN R. CRONK
ROBERT C. ELLSWORTH
CHARLES N. LESLIE
EMMANUEL SAVOIE
MARY E. STEEVES

OCCUPATIONS

TITLE AND CLASSIFICATION

APPENDIX A

CRAFT EMPLOYEES

<u>Occupational Title</u>	<u>Wage Schedule</u>
Cableman	1
Circuit Ins taller	3
Dispatcher	1
Facilities Fieldman	1
Facilities Testman	1
Installer - Repairman	2
Lineman	2
Network Equipment Installer	1
Network Technician	1
PBX Installer - Repairman	1
Special. Services Technician	1
Tester - Dispatcher	1

Definitions of Employee Classification

These definitions are not intended to be all-inclusive and should not be considered job specifications.

Cableman - Those employees normally engaged in the construction, repair, splicing and maintenance of cable plant and station installations associated therewith.

Circuit Installer - Those employees normally engaged in running cross-connections on distributing frames, assisting at test and repair service desks and other associated work.

Dispatcher - Those employees normally engaged in dispatching Craft Personnel and related duties. May be required to sign up service orders upon completion.

Facilities Fieldman - Those employees normally engaged in taking held detail on outside plant, gathering terminal location data, preparing detail for line splits, cable relief, etc., providing assistance on complex assigning jobs and other associated work.

Facilities Testman - Those employees normally engaged on local test desk work, maintaining efficient operation of facilities in test rooms. May be required to maintain repair service, testing and service record cards.

Installer - Repairman - Those employees normally engaged in the installation, maintenance and removal of customer's line and station equipment, including central office equipment in smaller exchanges and, when necessary, light repairs to outside plant.

Lineman - Those employees normally engaged in the construction, reconstruction and maintenance of outside plant.

Network Equipment Installer - Those employees normally engaged in the installation, rearrangement, removal and minor repairs associated with installing central office equipment, PABX, PBX or other special equipment.

Network Technician - Those employees normally engaged in the installation, maintenance and repair of network equipment and associated or similar equipment.

PBX Installer - Repairman - Those employees normally engaged in the installation, maintenance and repair of PBX's and associated or similar equipment.

Special Services Technician - Those employees normally engaged in the installation, maintenance and repair of TWX, teletype, mobile telephone, mobile radio, data and other special equipment.

Tester .- Dispatcher - Those employees normally engaged on test desk work, maintaining efficient operation of facilities in test rooms. May be required to maintain repair service, testing and service record cards. May also be assigned to dispatch duties and may be required to sign up service orders upon completion.

BUILDINGS, SERVICES & SUPPLIES EMPLOYEES

<u>Occupational Title</u>	<u>Wage Schedule</u>
Building Equipment Mechanic	6
Building Maintainer	6 Step 7 Max.
Building Serviceman	7
Cleaner	8
Equipment Evaluator	5
Equipment Repairer	9
*Senior Equipment Evaluator	4
Supplies Control Man	4
Supplies Man	5
Test 6 Repair Technician	1
Tool Repairer	4

Definitions of Employee Classification

These definitions are not intended to be all inclusive and should not be considered job specifications.

Building Equipment Mechanic - Those employees normally engaged in maintenance and repairs on electrical and mechanical equipment, including refrigeration, ventilation, heating, generators and similar types of equipment.

Building Maintainer - Those employees normally engaged in general maintenance and repair of buildings, furniture, fixtures and grounds. May also be required to conduct inspections and report major repair requirements. May also be assigned to other associated work.

Building Serviceman - Those **employees** whose **duties consist** of heavier cleaning work which **may** require use of machines, ladders and **stairways, minor repair** and maintenance of buildings **and grounds**, porter and associated service **work**.

Cleaner - Those employees whose duties **consist** of dusting, sweeping, mopping of floors, cleaning of washrooms, collecting waste paper, together with such other routine cleaning work assigned.

Equipment Evaluator - Those employees normally engaged in **evaluating** the condition of returned **station** and general telephone **equipment**, marking and identifying equipment, packing and storage, **minor** repairs and other associated **work**.

Equipment Repairer - Those employees normally engaged in the conversion and repair of **communications equipment** in a repair **shop operation** and other associated **work**.

Senior Equipment Evaluator - Those employees **normally engaged** in **coordinating the work of** Equipment **Evaluators** and performs similar duties. Obtains necessary **stock** for repair **work** and other associated work.

Supplies Control Man - Those employees normally engaged in **receiving** and **shipping** a **variety** of **supplies, tools, materials and equipment**. Maintains associated records, performs inventory and inventory control duties.

Supplies Man - Those employees who work under the general direction of a Supplies Control MM and are normally engaged in receiving and shipping a variety of supplies, tools, materials and equipment and maintaining associated records. Assists in inventory and inventory control duties.

Test 6 Repair Technician - Those employees normally engaged in the testing, conversion and major repairs to all types of communications equipment. May be assigned to oh-job-training of Equipment Repairers .

Tool Repairer - Those employees normally engaged in the repair and reconditioning of tools and related equipment. May also be assigned the repair of Outside Plant items and other associated work in a repair shop operation.

WORK GROUPS

Work **Groups** are identified as **follows**:

- Group 1 **Employees** in the **classif ications** of:
Cableman and Lineman.
- Group 2 **Employees** in the **classifications** of:
 Circuit Installer, Dispatcher,
 Facilities **Fieldman**, **Facilities Testman**,
 Installer Repairman, **PBX** Installer
 Repairman, Tester-Dispatcher.
- Group 3 **Employees** in **the** **classification** of:
 Network **Equipment** Installer.
- Group 4 **Employees** in **the** **classifications** of:
Network Technician and Special Services
 Technician.
- Group 5 **Employees** in **the** **classifications** of
 Building Equipment **Mechanic**, Building
 Serviceman, Cleaner, Building Maintainer.
- Group 6 **Employees** in the **classifications** of:
Equipment Evaluator, **Equipment** Repairer,
 Senior **Equipment** Evaluator, **Test and**
 Repair Technician, Tool Repairer.
- Group 7 **Employees** in the **classifications** of:
 Supplies **Control** Man, Supplies Mm.

WAGE SCHEDULES

WAGE SCHEDULE 1 - CRAFT EMPLOYEES - CLASS 1

APPENDIX C

- Cableman
- Dispatcher
- Facilities Fieldman
- Facilities Testman
- Network Equipment Installer
- Network Technician
- PBX Installer - Repairman
- Special Services Technician
- Tester - Dispatcher
- Test & Repair Technician

Basic Rates Per Week

Steps	1986 03 30	1986 11 02	1987 09 06	1988 03 06	1989 01 08
	\$	\$	\$	\$	\$
1	315.00	315.00	315.00	315.00	315.00
2	326.25	339.75	351.25	358.25	363.00
3	347.00	361.50	373.75	381.25	388.50
4	374.00	389.50	402.75	410.75	418.50
5	394.00	410.50	424.50	433.00	441.25
6	431.25	449.25	464.50	473.75	482.75
7	499.75	520.50	538.50	549.00	559.50
8	554.50	577.50	597.25	609.25	620.75
9	576.00	600.00	620.50	633.60	645.00

Steps 1 to 6 shall be 6 month intervals.
Steps 6 to 9 shall be 12 month intervals.

WAGE SCHEDULES

APPENDIX C

WAGE SCHEDULE 2

CRAFT EMPLOYEES - CLASS 2

Installer - Repairman
Lineman

Basic Rates Per Week

<u>Steps</u>	<u>1986 03 30</u>	<u>1986 11 02</u>	<u>1987 09 06</u>	<u>1988 03 06</u>	<u>1989 01 08</u>
	\$	\$	\$	\$	\$
1	315.00	315.00	315.00	315.00	315.00
2	326.25	339.75	351.25	358.25	365.00
3	347.00	361.50	373.75	381.25	388.50
4	374.00	389.50	402.75	410.75	418.50
5	394.00	410.50	424.50	433.00	441.25
6	431.25	449.25	464.50	473.75	482.75
7	499.75	520.50	538.25	549.00	559.50
8	554.50	577.50	597.25	609.25	620.75

steps 1 to 6 shall be 6 month intervals.
Steps 6 to 8 shall be 12 month intervals.

9/1

NOTE 1

Installer - Repairmen assigned to key equipment work for three or more working days in a calendar week shall be paid a differential of \$6.00 for the full week.

NOTE 2

Lineman assigned to lineman-splicer work for three or more working days in a calendar week shall be paid a differential of \$6.00 for the full week.

NOTE 3

Installer-Repairmen assigned to Service Management Concept work for three or more working days in a calendar week shall, be paid a weekly differential equal to the difference between the maximum rate for Wage Schedule 2 and the maximum rate for Wage Schedule 1. Employees who receive this differential shall not receive the key equipment differential (Note 1) for the same time period.

Class 1 Employees assigned to Service Management Concept work as of the signing date of this agreement shall continue, based on merit, to be paid on Wage Schedule 1.

POLICY SECTION

The following information regarding Company practices is included for easy reference only and does not form part of this Agreement and therefore, is not subject to the grievance and arbitration procedure nor does it include in detail the conditions governing the various practices.

Sickness

The following table is a guide to payments that may be granted for time absent due to sickness and will be administered in accordance with General Circular 204.1, Section 5:

Net Credited Service (Years)	Pull Pay (Weeks)	Two-Thirds Pay (Weeks)	Half Pay (Weeks)
3 months to 1		15	
1 but less than 2	2	13	
2 but less than 3	5	11	--
3 but less than 4	6	10	3
4 but less than 5	7	9	8
5 but less than 6	8	8	13
6 but less than 7	9	6	18
7 but less than 8	10	5	23
8 but less than 9			28
9 but less than 10	11	4	33
10 but less than 15	13	2	37
	26		26
20 but less than 25	39		13
25 yearsd over	52		

POLICY SECTION

(Cont'd)

Leave of Absence

A leave of absence may be granted when conditions justify the absence. Leave may be allowed for such things as disability, health and rest, pregnancy, education and sometimes for personal reasons and will be administered in accordance with General Circular 204.1, Section 4.

Pension Plan

The Company Pension Plan is a trustee plan under which contributions to the Pension Fund are irrevocably committed to the benefit of employees. Benefits will be administered as per the Company's Plan for Employee's Pension.

Travel to Remote Sites

The Company realizes that it is sometimes not in the interest of safety to send an employee alone when required to travel to remote locations. When in the judgement of management, to travel alone would be unsafe, two persons will be assigned to a vehicle. However, it is agreed that in every instance when a vehicle is required to travel to Rocky Brook, Rapids or Summit microwave sites during the period, October 15 to May 15, two persons will always be assigned.

NOTES

NOTES

NOTES

Safety is
an integral
part of
every job