

**MEMORANDUM OF AGREEMENT *(amended September 3, 2013)***

Between the

**Communications Energy and Paperworkers Union of  
Canada, Locals 401, 410, 506 and 2289**

Members of the

**CEP Atlantic Communications Council (Council)**

and

**Bell Aliant Regional Communications (Company)**

**Whereas** the Company and the Council (the “Parties”) have met, pursuant to Article 7.09 of the Collective Agreement, for the purpose of resolving differences and making necessary amendments to the Collective Agreement during its term;

**And whereas** the Parties have a mutual interest in reducing the amount of Consumer Services Representative work that is outsourced by the Company as long as it is financially viable;

**And whereas** the Parties recognize that there are unique working and business conditions in parts of Labrador that require specific solutions;

**And whereas** the Parties recognize that the definition of the Standard Entry Level Qualifications for two classifications (Consumer Service Technician and Cable Technician) do not provide enough information to members regarding the physical working conditions of the roles;

**And whereas** the Parties have a similar interest in treating Customer Service Representatives consistently with respect to Sales Incentive Compensation;

**And whereas**, the Parties wish to recognize changes in structure of the Council and possible changes of the Union name;

**And whereas** the Parties desire a consistent approach to dealing with the creation and changing of Community Technician and Combination Technician roles

**And whereas** the Council and the Company have identified a number of Collective Agreement amendments that would address the interests of many members,

**Therefore**, subject to ratification, and pursuant to Articles 4.05 and 7.09(e) of the Collective Agreement, the parties agree that the following terms will amend the provisions of their Collective Agreement to its December 31, 2014 expiry;

## **1. FUTURE GENERAL WAGE INCREASE FORMAT UNCHANGED**

This MOA will not change established practice in negotiating general wage increases. As in the past, general wage increases proposed by the Company will be proposed on the basis of the same percentage increase applying to all members of the Atlantic bargaining unit.

## **2. MEMBERSHIP IN JOINT CONSULTATIVE AND COMMON INTEREST FORUM MEETINGS**

In order to reflect the current representation of the Council and to also consider a potential change in the name of the union, the following changes will be made:

### **(a) Other Meetings**

7.07 a) ii) Bell Aliant-wide Consultative Meetings will be held at least quarterly with representation of either the Company or the Council not exceeding twelve (12). In addition, up to two (2) National Representatives may attend. Agenda items will be required to be submitted to Labour Relations by noon, one (1) week in advance of the meeting date. Last minute additions to the agenda will be restricted to five (5) or less in number. Once the agenda is prepared, participants will be advised of the expected meeting duration, so that travel arrangements can be finalized.

### **(b) Common Interest Forum (CIF)**

7.09 h) Membership in the CIF will include:

- Two (2) Senior VPs from Bell Aliant
- A maximum of four (4) VPs from Bell Aliant
- Labour Relations Representatives from Bell Aliant
- Six (6) Members of the Council Executive
- Up to two (2) National Representatives

## **3. WAGE ADMINISTRATION**

The following will be added at the end of Article 17.02

“The time interval between each step in the wage table will be six (6) months.

#### 4. ARTICLE 18 - LEAVES OF ABSENCE & TIME OFF

Article 18.08 of the Collective Agreement is amended to add the following after 18.08(d):

“(e) In this Article, “immediate family member” means:

1. the employee’s spouse or common-law partner;
2. the employee’s father and mother and the spouse and common-law partner of the father or mother;
3. the employee’s children and the children of the employee’s spouse or common-law partner;
4. the employee’s grandchildren;
5. the employee’s brothers and sisters;
6. the grandfather and grandmother of the employee;
7. the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother ;and
8. any relative of the employee who resides permanently with the employee or with whom the employee permanently resides;

(f) In this Article, “common-law partner” means a person who has been living with an individual in a conjugal relationship for at least one year, or who had been so cohabiting with the individual for at least one year immediately before the individual’s death

(g) Should the definition of immediate family for the purposes of Bereavement Leave under the Canada Labour Code change in the future, the Company agrees to meet with the Council to discuss the change and whether it will apply to the collective agreement.”

#### 5. ARTICLE 19 - TRAVEL & EXPENSES

(a) Article 19.07 (a) of the Collective Agreement is amended to replace the per diem table with the following:

	<b>Bell Aliant Amount</b>	<b>Labrador and Outside Atlantic Canada</b>
Breakfast	<b>\$11.00</b>	<b>\$13.00</b>
Mid Tour Meal	<b>\$15.00</b>	<b>\$17.70</b>

Evening Meal	\$30.00	\$35.70
Miscellaneous	\$ 9.00	\$10.80
<b>Total</b>	<b>\$65.00</b>	<b>\$77.20</b>

(b) Article 19.07 (b) of the Collective Agreement is amended to replace the words “fifty dollars (\$50.00)” with “seventy-five dollars (\$75.00)”.

(c) Article 19.08 of the Collective Agreement is amended to replace the words “fourteen dollars (\$14.00)” with “fifteen dollars (\$15.00)”.

## 6. ARTICLE 22 - LABRADOR PROVISIONS

(a) Article 22.02 (Northern Allowance) will be amended as follows:

(i) the words “one hundred and ten dollars (\$110.00)” will be changed to “one hundred and thirty dollars (\$130.00)”.

(ii) the following will be added to Article 22.02 after the words “service with the Company”:

“The weekly Northern Allowance will increase to one hundred and fifty dollars (\$150.00) after the employee has had a permanent Reporting Centre(s) in Labrador for five (5) consecutive years.”

(iii) the following paragraph will be added to Article 22.02:

“Relocation expenses under Article 34 will apply, except in the case of employees hired after July 1, 2013, or who post into a role with a reporting centre in Labrador after July 1, 2013, who will not be eligible for moving expenses associated with Article 13.08, until they have worked at least 5 consecutive years in Labrador since they last received relocation expenses.”

(b) Article 22.03(b) (Hardship allowance) will be amended as follows:

(i) the words “twenty dollars (\$20.00) per night” will be changed to “fifty dollars (\$50.00) per night”.

(ii) the following will be added to the end of 22.03(b):

“This Hardship Allowance applies only with respect to Labrador communities without road access (currently Black Tickle, Hopedale, Makkovik, Nain, Natuashish, Norman’s Bay, Postville, Rigolet, Voisey Bay, Williams Harbour as of July 1, 2013) and can be changed in the future as required.”

(c) The following will be added to the end of Article 22:

**“SCHEDULED HOURS OF WORK AND TOURS FOR EMPLOYEES IN  
LABRADOR**

**Article 22.06**

Combination employees in the Goose Bay reporting center, scheduled to work within Labrador but outside their normal Reporting Center for a period of two (2) consecutive weeks or greater, and where a minimum of five (5) overnight accommodations are required, may be scheduled on an eight (8) consecutive day basis up to a maximum of (10) hours per day. All scheduled tours shall commence on the first Monday of the Scheduling Period and end on the following Monday, unless the employee agrees to begin and end on another day in the Scheduling Period.

Following each of these eight (8) day tours, unless it is mutually agreed by the employee and the supervisor to do otherwise, the employee will be scheduled for a minimum of one (1) week of five (5) eight (8) hour tours or one (1) week of four (4) ten (10) hour tours as per Article 27.02 of the Collective Agreement, that will not require an overnight or longer stay. All other articles of the Collective Agreement shall apply including, but not limited to, Article 24-Differentials and Premiums.”

**7. ARTICLE 23 - OVERTIME**

(a) Article 23.01(b) of the Collective Agreement is amended to add the following:

“vii) when required to work overtime that is continuous with the conclusion of a regularly scheduled tour, and the employee has already worked overtime that was continuous to the start of that scheduled tour, and part of that pre-tour overtime was paid at two (2) times the Basic Wage Rate.”

(b) Article 23.04 of the Collective Agreement is amended to add the following:

“When an employee works overtime that is continuous with the end of their regular shift and this falls into the normal supper time period, the employee will be allowed an associated meal allowance in accordance with Article 23.05. Subsequent continuous overtime that qualifies for a meal allowance qualifies for a fifteen dollar (\$15.00) meal allowance. There is no intent that an employee would receive their supper per diem

and then an overtime meal 2 hours later. The employee would be entitled to their overtime meal if they are still working after the 4 hour period in which they received a supper allowance has expired. When an employee works overtime that is not continuous with the end of their shift, normal overtime meal allowance rules will apply.”

## **8. ARTICLE 24 - DIFFERENTIALS & PREMIUMS**

(a) Article 24.08 of the Collective Agreement is replaced with the following:

“SUNDAY PREMIUM - An employee who works a scheduled tour, any period of which falls between midnight (24:00) Saturday and midnight (24:00) Sunday will be paid an additional one-half (1/2) times their Basic Wage Rate for all time worked in this period. At the employee’s request, instead of being paid for the Sunday Premium, they may bank the additional ½ times their time worked on any Sunday, in their overtime bank. Normal rules will apply to this banking as per Article 23.09.”

(b) Article 24.13 is added to the Collective Agreement.

“24.13 UNDERGROUND MINE PREMIUM - An employee who is required to work below ground, in an underground mine, will be paid at two (2) times their Basic Wage Rate, for all hours or part hours spent working below ground. When employees are working on their scheduled days of rest or on paid holidays, their rate of pay will be three (3) times the Basic Wage Rate, for all hours or part hours spent working below ground, in an underground mine. For clarity, this premium does not apply when an employee is working in an open pit mine, or underground in a manhole or similar setting.”

## **9. ARTICLE 26 - VACATION**

Change 26.04 b) - delete the last part of the paragraph - “nor to employees who are entitled to thirty (30) days of regular vacation.”

Add 26.04 g) Employees who have twenty-five (25) or more years of Net Credited Service will be given an additional day of paid vacation for every five (5 ) days of vacation taken between January 5<sup>th</sup> and April 30<sup>th</sup>, to a maximum of four (4) winter bonus days per vacation year. Bonus days earned must be taken in the same period.

Add Article 26.04 h)

Employees who have twenty-five (25) or more years of Net Credited Service, who do not have access to any vacation during the period from

the first full week in July to the last full week in August of the same vacation year, through the normal vacation scheduling process, will be given access to one (1) week of vacation during this period. Available weeks will be chosen by the employer based on service requirements and will be offered in order of seniority.

Article 26.06(n) of the Collective Agreement is replaced with the following:

“Vacations will be completed in the vacation year, except in circumstances where the employee is absent from the job and is unable to do so. In such circumstances, unused vacation and/or unused floater holidays will be rescheduled at a time mutually acceptable between the employee and the supervisor.”

## **10. ARTICLE 29 - MISCELLANEOUS WORKING CONDITIONS**

Article 29.06 of the Collective Agreement is replaced with the following:

### **“29.06 Clothing**

The Company will 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.

If the Company deems it necessary for employees to wear special clothing for reasons of appearance, the Company will pay the full cost of an annual allotment of such special clothing. If replacement items are required during the year, the employee will pay fifty percent (50%) of the cost of the replacement clothing. The employee may pay their portion either in full or in installments through payroll deduction.

Company provided clothing can be damaged or torn through the normal course of doing work for the Company. Requests by employees to replace, at the Company’s expense, clothing that has been damaged or torn through the normal course of performing work for the Company, will be neither unreasonably requested nor denied.”

## **11. HOURS OF WORK AND SCHEDULED DAYS OFF (SDO)**

The following will be added under Article 27.02:

Employees scheduled to work outside their normal Reporting Center for a period of two weeks or greater, and where a minimum of 5 overnight

accommodations are required, may establish the basic hours of work in a Scheduling Period, on an eight (8) consecutive day basis up to a maximum of (10) hours per day, if it is mutually agreed by the employee and the supervisor. All scheduled tours shall commence on the first Monday of the Scheduling Period and end on the following Monday, unless the employee agrees to begin and end on another day in the Scheduling Period. All other articles of the Collective Agreement shall apply including, but not limited to, Article 24- Differentials and Premiums. Such requests will not be unreasonably requested or denied.

## 12. APPENDIX AA: CLASSIFICATION FLEXIBILITY BY GEOGRAPHIC AREA

The following will be added to Appendix AA as 2(l):

- (l) Designation of Community Technicians:** The designation of Community Technicians, including both the identification of Community Technicians and the determination of the primary Classification, will only occur where there is agreement between the Company and the Council. After the implementation of this Agreement, the designation will be done by a permanent Joint Committee, consisting of four (4) Council Representatives (one (1) from each of the four (4) provinces) and up to four (4) Company representatives.
- i) The designation will include confirmation of the primary Classification for the Community Technician.
  - ii) A Community Technician will be designated by the Joint Committee where it is necessary in order to provide cost-effective customer service. This will be determined based on the following criteria:
    - (1) Technician workload within the service area;
    - (2) The pattern of using Classification flexibility within the service area;
    - (3) Input from the incumbents in the area in question.
  - iii) The Company will not unreasonably request a designation of a Community Technician where it cannot demonstrate that the designation is necessary in order to provide cost-effective customer service. Where accurate, objective data shows that the designation is necessary in order to provide cost-effective customer service, the Joint Committee will not unreasonably refuse designation.



- iv) Where an incumbent Community Technician is replaced through a job posting, the posting will automatically be for a Community Technician without the need for a new designation by the Joint Committee. The presumption will be that the posting will be for the same primary Classification as the previous incumbent, unless there has been a significant change in the nature of the work performed by that position, in which case, the committee will meet to discuss the changes and to consider a change in the primary Classification for the employee who is successful in the posting.
- v) If the Company determines that an incumbent Community Technician will not be replaced through a job posting, the Joint Committee will still need to approve the designation of any other employee in that Reporting Centre as a Community Technician.

**13. THE FOLLOWING WILL BE ADDED AS APPENDIX KK:**

APPENDIX KK  
**MEMORANDUM OF AGREEMENT**  
 Between the  
**Communications Energy and Paperworkers Union of  
 Canada, Locals 401, 410, 506 and 2289**  
 Members of the  
**CEP Atlantic Communications Council (Council)**  
 and  
**Bell Aliant Regional Communications,  
 Limited Partnership (Company)**

**Whereas** the Parties recognize that there has been a significant decline in the number of employees in the CSR classification as a result of economic forces;  
**And whereas** the Parties agree on the need for a sustainable way to ensure that the Company continues to have employees in the CSR role, rather than relying exclusively on outsourced labour for that function;  
**And whereas** the Parties agree that modifications to the Collective Agreement with respect to new CSR hires will contribute positively to the long-term viability of the CSR role;  
**And whereas** the Parties believe that securing more CSR's in the bargaining unit will benefit the Company and the bargaining unit as a whole;  
**And whereas** the Parties have made similar modifications with respect to the CST role, which has benefited both the Company and the workers;  
~~**And whereas** the Parties have the power to enter into Agreements modifying the rights set out in the Collective Agreement;~~

~~And whereas the Parties have committed to a trial arrangement, after which the Council will pursue ratification no later than June 30, 2013;~~  
 Therefore the Parties agree as follows:

1. Beginning on January 21, 2013, the Company may hire employees into the CSR role under the terms and conditions set out in Schedule A to this Agreement. Such hires will be referred to as “New CSRs”.
2. New CSRs will be hired as Regular Employees, and any Collective Agreement provisions which apply to Regular Employees apply to New CSRs, except where they conflict with or are modified by the provisions of this Agreement. New CSRs will continue their status as Regular Employees unless this Agreement is rejected in a ratification vote.
3. This agreement will not apply to any individual who is a regular employee before January 21, 2013 and is awarded a CSR role subsequent to that date. **The Company will not, in future negotiations, propose that the New CSR model be applied to regular employees hired before January 21, 2013.**
4. **The Company expects to hire a minimum of 50 New CSRs and does not expect to hire more than 300 New CSRs into these roles. The number of New CSRs will not exceed 300 at any time without further negotiation and agreement with the Council.**
5. **The Company has hired New CSRs, and will continue to hire New CSRs, into all four Atlantic contact centres in Mount Pearl, Saint John, Halifax and Charlottetown.**
6. **The Company expects that the New CSR model will result in the reduction of the number of contractors performing CSR functions by 100 by December 31, 2014.**
7. ~~This Agreement takes effect as of January 21, 2013, and will continue in effect subject to being put to members for ratification no later than June 30, 2013. If the vote is not successful, the Parties will meet to discuss the issue further.~~

**Schedule A to Memorandum of Agreement  
 Terms and Conditions for New CSRs**

a. Wages will be as follows, with step progressions every six months:

New CSR	
Step	Hourly

	rate
1	\$13.00
2	\$13.33
3	\$13.67
4	\$14.00
5	\$14.33
6	\$14.67
7	\$15.00
8	\$15.33
9	\$15.67
10	\$16.00

b. An incentive plan will be put in place based on revenue-generating units sold per day and per month (and performance factors). The payments will effectively amount to \$4/hour for an employee who meets 100% of all targets. (For greater clarity, some employees may make more than \$4/hour in incentive, and some may make less, depending on their success in meeting or exceeding targets.)

c. New CSRs will be treated as one separate work scheduling group.

d. Article 23.01 will not apply, but overtime will be paid at the rate of one and one half (1.5) times the basic rate for every hour worked in excess of seven-and-a-half (7.5) hours in one day or thirty- seven-and-a-half (37.5) hours in one week.

e. Article 23.08 of the Collective Agreement will apply with the modification for New CSRs that pay will be at the Basic Wage Rate and not on an overtime basis, unless the employee is otherwise entitled to overtime for those hours on the basis of hours worked during the week. **Article 23.09 will not apply, and any overtime will be paid out in the employee's next pay period. Article 23.09 (Overtime Banking) will apply to New CSRs. (amended: September 3, 2013)**

f. All leaves provided for in the Collective Agreement will be available to New CSRs on the same terms as for Regular Employees, with the exception that leaves will be unpaid unless required to be paid under the Canada Labour Code or otherwise by law.

g. Articles 24, 29.10, and 29.11 of the Collective Agreement will not apply.

h. Article 25 of the Collective Agreement will apply with the modification for New CSRs that there will be no entitlement to Floating Holidays (or the July 12 holiday in NL).

i. Vacation entitlement and scheduling will follow the Collective Agreement.

j. Article 27.03 of the Collective Agreement will apply to the posting of schedules, with the modification for New CSRs that two (2) weeks notice is required.

k. Article 27.04 of the Collective Agreement will apply to changing the posted schedule, with the modification for New CSRs that seventy-two (72) hours notice is required for full-time employees and forty-eight (48) hours notice is required for part-time employees.

l. Article 28 of the Collective Agreement applies. However, under 28.08, where a New CSR has any absence less than eight (8) calendar days due to illness or injury, they will be paid at Basic Wage Rates for up to three (3) incidental sick days in total per year, to be taken during that calendar year; any other incidental absence under Article 28.08 will be unpaid.

m. The Company has the discretion to terminate a New CSR during the first year of their employment on the basis that they are not suitable for work. The employee may grieve that the decision is arbitrary, discriminatory, or in bad faith. The replacement of any employee so dismissed will be at the Company's discretion.

n. After the first year of employment, a New CSR will not be terminated without just cause. The parties agree that, for these employees, just cause will include a failure to meet minimum performance expectations in two subsequent quarters. For greater certainty, no employee will be terminated for just cause based on performance concerns unless the employee has been given a clear indication of the need to improve performance, a minimum of three months to effect improvement, and a clear warning that termination may result from a failure to improve, in addition to all necessary management support & training.

o. The Remote Call Monitoring Program as outlined in Appendix K will apply to New CSRs, and in addition, management will have the discretion to review recorded calls and use them for the purposes of coaching and performance management.

p. A New CSR will not be eligible to post to a new role until they have worked in the New CSR role for 3900 hours, including overtime hours.

#### **14. SPECIAL RESCHEDULED VACATION DAYS**

The following will be added to the Collective Agreement as APPENDIX LL

**APPENDIX LL**  
**Letter of Agreement**  
**Special Rescheduled Vacation Days**

The Company and the Council intend to provide employees in the Customer Care business unit with a means of using vacation time to meet family and personal commitments which are not unpredictable or emergent, but which

are nonetheless difficult to anticipate during the normal vacation scheduling process.

The parties therefore agree as follows:

1. Where an employee has scheduled vacation according to the normal vacation scheduling process, the employee may choose to reschedule one (1) day of vacation to another day (the “special rescheduled vacation day”.)
2. The employee may use a maximum of two (2) special rescheduled vacation days per vacation year (which may include creating two (2) special rescheduled vacation days in a row.)
3. To take advantage of the rescheduling option, the employee must provide notice to workforce management no less than fourteen (14) calendar days in advance of the special rescheduled vacation day.
4. Special rescheduled vacation days may not be scheduled for a Paid Holiday as defined in the Collective Agreement, or for the two (2) business days immediately preceding or following a Paid Holiday, or for the “Fall Rush” period of August 29<sup>th</sup> to September 9<sup>th</sup>, or for any other day which would not otherwise be eligible to be scheduled as a vacation day. Other than this restriction, no other special rescheduled vacation day will be rejected by workforce management.
5. Once confirmed by workforce management, a special rescheduled vacation day will be considered final and cannot be further changed or rescheduled.
6. Nothing in the Agreement restricts the parties from making use of any other process under the Collective Agreement for the granting or rescheduling of leaves and vacation.
7. For greater certainty, Article 26.09 applies to special rescheduled vacation days.
8. Vacation days which are freed up through this rescheduling process will be subject to the vacation reoffer process in Article 26.06(g).
9. Unless otherwise agreed by the parties, this Agreement applies only to employees in the Contact Centre business unit.
10. For greater certainty, a reference in this Agreement to a “vacation” day does not include a scheduled floater day.

**15. THE FOLLOWING WILL BE ADDED AS APPENDIX MM**

**APPENDIX MM  
Letter of Agreement**

**Incentive Program for Retention Consumer Service Representatives**

Whereas the Company and the Council agree that providing incentives to the Retention CSR's is likely to have a positive impact on the Company's ability to

retain customers and that selling new services is a normal part of the customer retention process;

And whereas it has been determined that retaining existing customers is just as important as attracting new ones;

And whereas, a Sales Incentive Plan, currently in place for Inbound Consumer Service Representatives is having a positive impact on the Company's ability to attract new customers;

The parties therefore agree as follows:

Each Retention CSR will have retention and sales specific targets to meet, in order to be considered eligible for any incentive payout under the program.

The retention and sales specific targets must be met before incentive payouts can be made to CSR's.

The Company will, on no more than a monthly basis for the Retention CSRs set:

- i) The retention criterion or criteria on which each employee will be assessed;
- ii) The target (or series of targets) which each employee has to meet with respect to that criterion or criteria in order to be eligible for any payout;
- iii) The amount of the payout corresponding to each target (or series of targets).
- iv) Participation in the plan will be voluntary on the part of the employee
- v) The maximum payout in a quarter will be one thousand, two hundred and sixty dollars (\$1260.00), and the Company will not set any different maximum payout without the consent of the Council.

The payouts will follow the same payroll processes as those developed for the Inbound Consumer Service Representative Sales Incentive Program.

Signed at Halifax, Nova Scotia on July 4<sup>th</sup>, 2013

For the Council



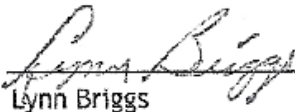
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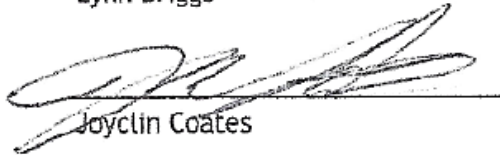
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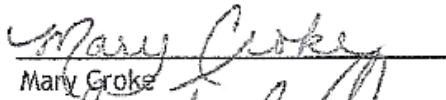
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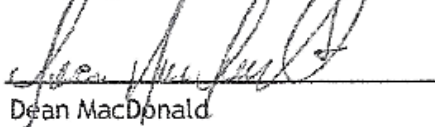
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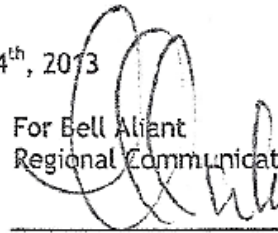


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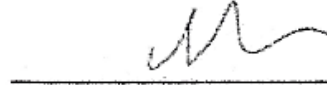


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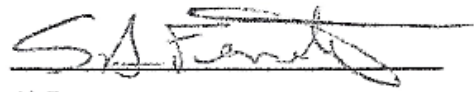
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Regional Communications, Inc.



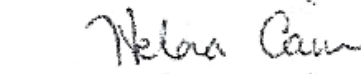
Fred Crooks



Chuck Hartlen



Al Fenerty



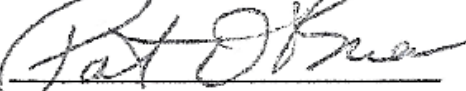
Helena Cain



Cindy MacDougall



Cari Duggan-MacNeil



Pat O'Brien