

MEMORANDUM OF AGREEMENT

B E T W E E N:

BELL ALIANT REGIONAL COMMUNICATIONS, L.P.
(the "Company")

- and -

Unifor ACL
(the "Council")

Whereas the Company and the Council have bargained collectively and agreed, subject to ratification, to terms and conditions of a new Collective Agreement and associated terms and conditions:

Therefore, subject to ratification, the Company and the Council agree as follows:

1. The new Collective Agreement will comprise all the terms of the current Collective Agreement (excluding Appendix II dated July 28, 2010), with the modifications, amendments, and deletions contained in Schedule I to this Memorandum of Agreement and throughout the new Collective Agreement any references to CEP or CEPACC will be changed to Unifor and Unifor ACL respectively.
2. For greater certainty, despite the exclusion of Appendix II from the new Collective Agreement, the Company will continue the following commitment as set out in s.2 of that Appendix:

The Company has agreed to make health coverage available to all employees who were on Long-Term Disability as of September 1, 2009 and who would have qualified for Group Assured Access had they not been on Long-Term Disability. This commitment is set out in more detail in a separate letter to the Council from the Company.

3. The Collective Agreement will be renewed for a period of three (3) years from January 1, 2015 to December 31, 2017.

4. **Wage Progression** - The wage scales will be adjusted on the following basis:
 - January 1, 2015, increased on all steps by 2%
 - January 1, 2016, increased on all steps by 2%
 - January 1, 2017, increase on all steps by 2%
5. Upon the annual reenrollment in June 2015, the Company will amend the Bell Aliant Flexconnect Benefits Program to increase the annual fixed flex credits by \$100 for every bargaining unit member participating in the Program.
6. **Lump Sum** - all Regular Employees, Pool CSTs, Project Term Workforce Employees, employed in the bargaining unit by the Company on the date of ratification will be entitled to a lump sum of \$1000 payable as soon as possible but within 45 days of the date of ratification.

An employee will not be eligible for the lump sum if on the date of ratification the employee is:

- i. in receipt of LTD benefits
- ii. on an approved Leave of Absence of more than 12 months; or
- iii. in receipt of WCB income benefits for more than 12 months

unless the employee returns to active employment within 12 months of the date of ratification.

For greater certainty, temporary employees and students are not eligible for the lump sum.

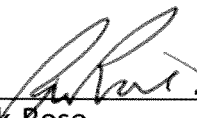
7. The Company agrees to post new Pool CST positions before the March 31, 2015 expiry of the Project Term. The roles will be posted in central locations and will not be in rural locations. The Company and the Council agree that external hires under the Project Term Workforce will be eligible for such postings.
8. For greater certainty, the amendments to Article 26 in Schedule I are intended to take effect for the 2016 vacation year (to be scheduled starting October 2015).
9. The Company and the Council agree to a Limited Retirement Offer, the terms of which are set out in a separate Memorandum of Agreement which is

Schedule II of this Agreement, which will be implemented on and subject to ratification of this Agreement.

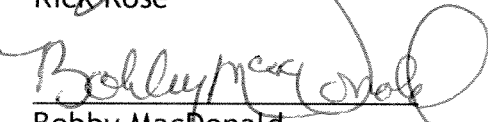
10. The undersigned commit to this Memorandum of Agreement on behalf of the Company and the Council, subject only to ratification by the members of the Locals which constitute the Council. The Council commits to submitting this Memorandum of Agreement for ratification in accordance with its constitution, by-laws and governing legislation, with such process to be completed on or before October 31, 2014. The undersigned representatives of the Council commit to recommending and advocating for ratification of this Memorandum of Agreement. All of the undersigned commit to its implementation if ratified.

AND THE PARTIES HAVE SIGNED:

For the Council




Rick Rose



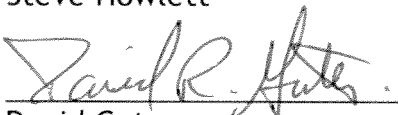
Bobby MacDonald




Lynn Briggs



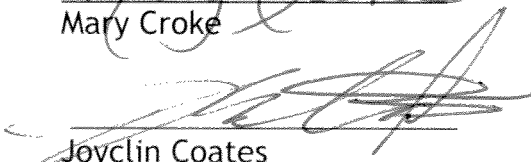
Steve Howlett



David Gates




Mary Croke




Joyclin Coates

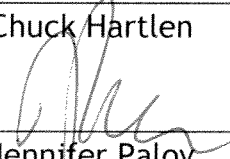
For the Company



Fred Crooks



Chuck Hartlen per FPC
Chuck Hartlen



Jennifer Palov




Helena Cain



Cindy MacDougall



Dale Grimes



Pat O'Brien



Cari Duggan-MacNeil

October 2 2014

October 2, 2014

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SCHEDULE I

ARTICLE 7 - COUNCIL REPRESENTATION & TIME ALLOWANCE

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.

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 Unifor ACL Executive
- Up to two (2) National Representatives from Unifor

The Company and Council agree to make such changes in the membership of CIF as may be necessary to address organizational changes in the Company.

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ARTICLE 10 - HEALTH AND SAFETY

Article 10.08

10.08 All employees must wear protective footwear where there is a hazard of a foot injury or an electric shock. Where protective footwear is required, the Company agrees to pay (with receipt) the actual cost of the footwear up to the following maximum levels of reimbursement:

- a) Four hundred dollars (\$400.00) every two (2) years for Line Boots (for employees who regularly climb)
- b) Two hundred and fifty dollars (\$250.00) for Safety Boots every two (2) years
- c) Two hundred dollars (\$200.00) for Safety Shoes every two (2) years
- d) One hundred and sixty dollars (\$160.00) for Rubber Boots (Line & Splicing) every two (2) years

An additional forty dollars (\$40.00) may be made available, at the discretion of the manager, for employees who justify the need for fully waterproof protective footwear.

ARTICLE 11 - SENIORITY & SERVICE

11.06 a) From time to time, temporary assignments in a non-bargaining unit capacity are required for business needs. Such assignments are not intended to be a long term solution nor to be a substitute for a permanent management position. Employees will not be temporarily assigned to serve in a non-bargaining unit capacity for more than six (6) months in a twelve (12) month period. Assignments to backfill for non-bargaining unit employees who are on SDB or Child Care Leave can extend for a maximum of twelve (12) months in an eighteen (18) month period. Extensions to either of these timeframes will require agreement of the Council.

ARTICLE 15 - GRIEVANCE PROCEDURE

- 15.08 d) STEP 3.5: With respect to any disputes not settled at STEP 3, senior Labour Relations representatives and Council representatives will meet at least four (4) times per year to make a final attempt to settle such disputes. The dates of the meetings will be mutually agreed upon and each party will inform the other at least one (1) week in advance of all outstanding disputes it wishes to address with the other party at the meeting. Despite any other timeline in this Article, no matter will be scheduled for arbitration under Article 16 which has not been addressed at such a meeting.

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ARTICLE 17 - WAGE ADMINISTRATION

17.02 Progressional wage increases as outlined in Appendix C will be automatically granted to Regular Employees. Progressional wage increases will be effective on the date on which the employee completes their step progression relative to their date of hire. The time interval between each step in the wage table will be six (6) months.

ARTICLE 18 - LEAVES OF ABSENCE & TIME OFF

- 18.08 (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.

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ARTICLE 19 - TRAVEL & EXPENSES

Article 19.07 (a): On the appropriate dates, replace the per diem table with the following:

Effective 1 January 2015:

	Bell Aliant Amount	Labrador and Outside Atlantic Canada
Breakfast	\$11.00	\$13.00
Mid Tour Meal	\$15.00	\$17.70
Evening Meal	\$30.00	\$35.70
Miscellaneous	\$ 9.00	\$10.80
Total	\$65.00	\$77.20

Effective 1 January 2016:

	Bell Aliant Amount	Labrador and Outside Atlantic Canada
Breakfast	\$11.25	\$13.25
Mid Tour Meal	\$15.25	\$18.00
Evening Meal	\$30.50	\$36.50
Miscellaneous	\$9.50	\$11.00
Total	\$66.50	\$78.75

Effective 1 January 2017:

	Bell Aliant Amount	Labrador and Outside Atlantic Canada
Breakfast	\$11.50	\$13.50
Mid Tour Meal	\$15.50	\$18.50
Evening Meal	\$31.00	\$37.25
Miscellaneous	\$9.75	\$11.25
Total	\$67.75	\$80.50

Article 19.07 (b)

Employees, who do not return home and choose to be responsible for their own accommodations, will be entitled to claim living expenses of seventy-five dollars (\$75.00) per day plus the applicable per diems as specified in Article 19.07 a). This will apply only on days when they would normally be entitled to accommodation reimbursement.

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Article 19.08

Whenever an employee is working in excess of twenty-five (25) kilometers away from their Reporting Centre during their meal period, they will receive a per diem equivalent to the Mid Tour Meal per diem set out in Article 19.07(a). A meal per diem will not apply if a reasonable quality meal is provided and no other options are available to the employee.

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 December 31, 2014, or who post into a role with a reporting centre in Labrador after December 31, 2014, 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) 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

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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."

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.”

(c) Article 23.09 b is amended as follows:

The two references to “forty (40) hours” will be changed to “eighty (80) hours” .

ARTICLE 24 - DIFFERENTIALS AND PREMIUMS

- 24.02 NIGHT DIFFERENTIAL - An employee who works a scheduled tour, any part of which falls between midnight (24:00) and 6:00 a.m.(06:00), will be paid an additional hourly differential of ten percent (10%) of their Basic Wage Rate for each hour or part hour worked in that time period.
- 24.03 EVENING DIFFERENTIAL - An employee who works a scheduled tour, any part of which falls between 6:00 p.m. (18:00) and midnight (24:00), will be paid an additional hourly differential of ten percent (10%) of their Basic Wage Rate for each hour or part hour worked in that time period.
- 24.07 SATURDAY PREMIUM - An employee who works a scheduled tour on a Saturday will be paid an additional ten percent (10%) of their Basic Wage Rate for each hour or part hour worked in that time period.
- 24.08 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.
- 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.

ARTICLE 26 - VACATION

- 26.04 b) Effective with the 2005 vacation year, winter bonus will be added to qualifying vacations as shown in Article 26.03, for all Regular Employees of record on September 20th, 2004. Winter bonus is applicable when all or part of the vacation is taken during the winter bonus period, between January 5th and April 30th and between October 15th and December 20th of the same vacation year. No winter bonus will apply to employees in their first year of employment.
- 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 5th and April 30th, to a maximum of four (4) winter bonus days per vacation year. Bonus days earned must be taken in the same period.
- 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.
- 26.06 d) Vacation entitlements may be divided and taken in more than one (1) period during the vacation year. Except for the weeks which include Christmas Day or New Year's Day, vacations will be scheduled in one (1) week blocks. However, once vacation scheduling for the one (1) week blocks has been completed, a second round of vacation selection will provide for employees to select remaining vacation time of less than one (1) week provided this does not interfere with another employee's scheduled vacation.

During the first round of vacation scheduling, employees will be permitted to take up to three (3) weeks of their vacation entitlement during the period from the first full week in July to the last full week in August.

- 26.06 e) Vacations will be scheduled on the basis of seniority within a vacation scheduling group. The supervisor will endeavor to allow as many employees as possible, in the vacation scheduling group, to take vacation at the same time, given workload and service requirements. However, at least fifteen percent (15%) of a vacation scheduling group will be allowed to schedule vacation at any given time. The vacation scheduling group will normally be all employees in the same Classification within the queue or immediate supervisor's workgroup. A supervisor's workgroup is a group of employees, reporting to the same supervisor, who work together on a regular basis and who normally backfill for each other. Extended geography covered by a workgroup may make a single vacation

scheduling group impractical. Also, there may be circumstances where the group of employees who normally backfill for each other extends beyond more than one (1) supervisor's workgroup. These exceptions will be reviewed with the Council before vacation schedules are distributed.

Management reserves the right to ensure that 100% of the employees in a reporting centre, or in a vacation scheduling group, or in a supervisor group are not scheduled or permitted to be on vacation at the same time.

- 26.06 f) For the purposes of calculating the fifteen percent (15%) threshold for groups of twenty-four (24) or fewer, normal rounding rules will apply. For the purposes of calculating the fifteen percent (15%) threshold for groups of twenty-five (25) or more, the fifteen percent (15%) minimum will always be rounded up to the next nearest whole number.
- 26.06 h) When an employee moves to another vacation scheduling group, or cancels their selected vacation prior to the start of their vacation selection, and the change results in there being a period where less than fifteen percent (15%) of the vacation scheduling group is on vacation, the vacation period(s) selected by that employee will be offered in order of seniority to the other employees in the vacation scheduling group. Selection for the newly available period will begin with the employee who is next lowest in seniority to the employee who has moved to another vacation scheduling group or who cancelled the period.
- 26.06 n) 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.

ARTICLE 27 - HOURS OF WORK AND SCHEDULED DAYS OFF (SDO)

27.02 (k) 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.

27.04 The Company may change the scheduled tour(s) for an employee without penalty up to one hundred sixty-eight (168) hours prior to the beginning of the tour to be worked. If the company fails to provide one hundred sixty-eight (168) hours notice, the employee will be paid on an overtime basis for the hours worked on the first tour following the change. If the change is made at the employee's request, no penalties or Overtime will be incurred. Overtime, continuous with either the beginning or end of the tour, does not constitute a change in the scheduled tour.

ARTICLE 29 - MISCELLANEOUS WORKING CONDITIONS

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.

29.08 d) Employees who perform duties of a higher paid Classification will receive the higher wage rate for all time worked in that Classification. Employees who perform duties of a lower paid Classification will continue to be paid at their current rate of pay. For greater certainty, this Article applies equally to Pool CSTs and CSTs on wage scale 13A.

29.11 The Company and Council agree that effective on the ratification of this agreement or the completion of the privatization of Bell Aliant, whichever is later, the employees will cease to participate in the Bell Aliant Employee Stock Savings Plan and Regular Employees, with at least six (6) months of Net Credited Service, may participate in the Bell Canada Employee Stock Plan (BCE ESP) as defined in the BCE ESP plan text, provided that they are eligible under the terms of the BCE ESP plan text. The Company agrees that, during the life of this agreement, it will not diminish the level of benefits provided to employees under the BCE ESP plan text in effect on the date of signing of this Agreement. Should legislation, regulation or circumstances beyond the Company's control affect this Plan, the Company will retain the right to modify it accordingly.

29.12 Upon the request of the employee, the Company will deduct from the pay of that employee a voluntary employee contribution to the Unifor Humanity Fund, which will be forwarded to Unifor on a bi-weekly basis. The Company and Council will discuss and agree on implementation of employee contributions to the Unifor Humanity Fund.

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- 29.13 The Company agrees to pay into a special fund an amount of twenty-five thousand dollars (\$25,000) per year to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a quarterly basis into a trust fund established by the Unifor National Union effective on January 1, 2015. Candidates for PEL shall be selected by the Council. Attendance at PEL will be union paid time and expenses, and is subject to approval of the Company, which will not be unreasonably withheld.
- 29.14 The Company and the Council agree to work together in implementing the Unifor Women's Advocate Program. The Company and Council agree that there will be one women's advocate for each local during the term of this agreement. The Company also agrees to pay for the one week training session provided by Unifor for the Women's Advocate Program to the four women's advocates designated by the Council, to a maximum of ten thousand dollars (\$10,000) in total.

ARTICLE 30A - CST RESOURCE POOL ("POOL")

30A.14 Pool employees may be assigned by the Company to perform CST work in any Reporting Centre, and will not be temporarily reassigned to other Classifications or to management without the consent of the Council.

Vacation

30A.24 a) Subject to 30A.24(b), all Pool CST(s) will be entitled to vacation as per Article 26. However, for a period beginning June 1st and ending September 30th, the requirement to allow fifteen percent (15%) to take vacation is waived with respect to Pool CST(s).

b) During the first 12 months of their employment, Pool CST I(s) will be paid in lieu of vacation on a bi-weekly basis at four percent (4%) of their earnings or at the rate specified in the Canada Labour Code, whichever is greater.

Sickness Disability

30A.25 Pool employees will be entitled to SDB. The weekly compensation rate for a Pool employee will be prorated based on the weekly average of the regular earnings during the twenty-six (26) preceding pay periods. If an employee has been employed by the Company for less than one (1) year, the weekly compensation rate will be prorated based on an average of the weekly regular earnings during the period of employment.

Benefits

30A.27 Once an employee has worked 2000 hours as a Pool CST I, they will qualify for the following benefits and Collective Agreement provisions on the same basis as Regular Employees:

- Health, medical and dental benefits (with Annual Base Benefit Rate based on 40 hours per week)
- Defined contribution pension plan
- Group RRSP (based on the plan text)
- Bereavement leave as per Article 18.08
- Incidental absence as per Article 28.08
- Employee discount program as per Article 29.10.
- Employee savings plan as per Article 29.11
- Home dispatch as per Article 35

Employees Posting Out of the CST Resource Pool

- 30A.32 Once a Pool employee has worked two thousand (2000) hours in the Pool, they will be eligible to apply to other regular posted positions (including regular CST positions).
- 30A.33 Regular CST positions will be posted according to the job posting process, with the following modification:
- a) Once there are Pool employees with two thousand (2000) hours worked, CST postings will be done on a rotational basis.
 - b) Every third regular CST posting will be guaranteed to a Pool employee (provided that there is a Pool employee who has met the two thousand (2000) hour threshold). Such postings will clearly identify that preference will be given to Pool employees.
- 30A.39 Where the Company has, in any consecutive fifty-two (52) week period, assigned to a Pool CST or Pool CSTs cumulatively over fifteen hundred(1500) hours of work in a given Reporting Centre outside the 10 cities, the Company will post a regular full time CST position in that Reporting Centre within 2 months of the fifteen hundred (1500) cumulative hours having been reached. The calculation of fifteen hundred (1500) hours will exclude exceptional circumstances, such as fibre builds, special projects, emergencies, storms, etc.
- For greater certainty, hours that are counted toward the fifteen hundred (1500) threshold for a posting have no application for the fifteen hundred (1500) threshold for a subsequent posting.
- Where the successful applicant for such a posting is a Regular CST, the decision to backfill for that successful applicant will be based on business needs and in the event that the position is backfilled, it will be posted as a Regular CST position.
- 30A.40 The Company and the Union will meet to discuss any adjustments to Article 30A that may be necessary in the event that the Article does not result in the desired outcome to create regular employment opportunities for Pool CSTs.

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ARTICLE 33:

Article 33.05(a) is amended as follows:

33.05 (a) Temporary reassignment of an employee will not exceed thirty nine (39) weeks in a consecutive fifty-two (52) week period, except in cases of backfill for child care leave or sickness absence, or for business reasons where agreed to by the Council and the Company. No request will be unreasonably made by the Company or denied by the Council.

Amendments to Appendix AA: Classification Flexibility by Geographic Area

1. c) Where Classification is relevant for any Collective Agreement purpose (e.g. vacation, wages, SELQs) the primary Classification will be used for any Community Technician; however, Scale 13 rather than Scale 13a will be used where the Community Technician's primary Classification is CST. For greater certainty, if a Pool CST or a CST on wage scale 13A performs the role and functions of a Community Technician, they will be compensated for the hours worked in those roles based on wage scale 13.
2. d) Where Classification is relevant for any Collective Agreement purpose (e.g. vacation, wages, SELQs) the primary Classification will be used for any Combination Technician; however, Scale 13 rather than Scale 13a will be used where the Combination Technician's primary Classification is CST. For greater certainty, if a Pool CST or a CST on wage scale 13A performs the role and functions of a Combination Technician, they will be compensated for the hours worked in those roles based on wage scale 13.
2. 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.

Amendments to Appendix CC: Project Term Workforce

16. Despite the foregoing, the Company and the Council may mutually agree that external hires into the Project Term Workforce may be eligible for certain postings.

Where, as a result of such a posting, an external hire is hired as a Pool CST I from a Project Term Workforce, that external hire will carry over any benefits received in the Project Term Workforce, even if they would be otherwise ineligible for such benefits as a Pool CST I; such benefits will operate on the same basis as for other Pool CST Is. However, hours served in the Project Term Workforce will not count toward the threshold of two thousand (2000) hours worked in the CST Pool.

Where, as the result of such a posting, an external hire is hired as a Pool CST I, and subsequently posts to a non-Pool role, that employee's Net Credited Service, including service in the Project Term Workforce and in the Pool, will be bridged after the employee has been on the payroll for at least one (1) year and the combined total of service equals five (5) years or more.

SPECIAL RESCHEDULED VACATION DAYS

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

APPENDIX KK 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 29th to September 9th, 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(h).

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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.

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