



COMPANY REQUESTS

**RENEWAL OF THE COLLECTIVE AGREEMENT
CRAFT AND SERVICES EMPLOYEES
OCTOBER 18, 2011**

BELL ALIANT REGIONAL COMMUNICATIONS

PRESENTED TO

**COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA
(CEP)**

The company has the right to add, change or modify any of its requests throughout the collective bargaining process

October 12, 2011

BELL ALIANT REQUESTS

1.0 ADMINISTRATION

- 1.1 Review and adjust job titles and hierarchical levels, CP4, CP3 to the new Bell Aliant structure.
- 1.2 Review and discuss the notion and use of territories and regions as it relates to the geography and reality of Bell Aliant. Review and discuss the need for regions under a Tier D rather than the issue of employees under a Tier D.
- 1.3 Review and clarify the use and definition of "District", "Headquarters" and "Normal Servicing Territories (NST)".
- 1.4 Article 3.06 – Humanity Fund – Modify paragraph (b) to state that deductions from pay will be processed on a bi-weekly basis and submitted to the charitable organization monthly.
- 1.5 Article 3.07 Humanity Fund – Modify in French version – Chef divisionnaire to Directeur Général.
- 1.6 Article 3.09 General – Change "any month" to "any pay period"
- 1.7 Article 17.11 – Pay Days – Add the notion that pay is made by direct deposit.
- 1.8 Article 17.12 – Pay Days – Delete as it is no longer relevant.
- 1.9 Article 22 – Transfers and Reassignments - Add "transfer" to the definition of upgrade and demotion as they both apply to employees who are transferred.

Definition

Upgrade means the reassignment or transfer of an employee to an occupation of a higher classification.

Demotion means reassignment or transfer of an employee to an occupation of a lower-rated classification.

- 1.10 Temporary Transfers – Review status and transfer process of employees currently on 90 day transfers.

2.0 LABOUR RELATIONS

- 2.1 Article 4.01 Number of Union Representatives – Reduce the number of representatives from 700 to a reasonable number which reflects the current size of the bargaining unit.
- 2.2 Discuss the issue of Union Officials representing Bell Aliant employees that are not part of Bell Aliant and vice versa. Review billable versus non billable union time off.
- 2.3 Article 13.09 Record of Employee Discipline - Add notion that all periods of absence during the two year period will be excluded.
- 2.4 Article 14 – Grievances – Simplify and shorten grievance process so grievances are dealt with in a timely manner. Implement an expedited process which combines step 2 and 3. Make use of the communication technologies at our disposal (audio and video) for certain types of grievances to reduce delays, time involved and costs. Review the number of union representatives required to participate in grievance meetings.
- 2.5.1 Article 5 – Time Allowance – Review time off utilized and granted to Union Officials.
- 2.6 Article 15 – Arbitration – Review to ensure that is simple, efficient and meets the needs and realities of the Company and the Union.
- 2.7 Introduce the concept of quarterly LMC (Labour Management Committee) meetings in Ontario similar to what is occurring in Quebec.

3.0 VACATION AND DAYS OFF

- 3.1 Article 20.01 – Holidays – Align 3rd Monday in June (Ontario) with Quebec holiday in June.
- 3.2 Review, simplify and clarify the rules around minimum and maximum vacations entitlement during peak period.
- 3.3 Article 21.06 – Review this article and clarify its meaning and application. Is it still required?

Review and discuss notion that an employee gets full vacation entitlement in his year of retirement as long as he is at work for a minimum of 21 calendar days (current practice but not in any documents).

- 3.4 Article 21.09 – Vacation Schedule – Currently one vacation Schedule per Tier D. This does not support the existing company operations whereby Tier D's are responsible for large geographic areas and have a mix of technicians reporting to them. There is a problem with multiple headquarters under one manager.

With the larger reporting structures, there is a requirement to have sub groups by function or headquarters. Need to remove notion that all sub groups must agree. Ability to schedule vacation by location and function.

- 3.5 Article 21.10 – Minimum of 20% on vacation – Remove the notion of 20% off at one time but respect the minimum and maximums of vacation allowed during peak period. Some locations have too few employees to respect the 20% rule.
- 3.6 Article 21.12 – Maximum of 25% on vacation – Delete
- 3.7 Articles 21.17 to 21.22 – Delete articles for employees that resigns, is dismissed or has completed his work assignment.
- 3.8 Article 21.21 – Review relevance of this article.

4.0 JOB SECURITY AND JOB POSTINGS

- 4.1 Article 10.04 – Seniority Lists – delete first paragraph of 10.04. It is no longer relevant.
- 4.2 Bridging of Service – Review rules of service bridging when there is a break in service. Review rules of service bridging when there is no break in service and employee comes into company and bargaining unit under a reciprocal agreement.
- 4.3 Article 10.04- Delete second paragraph starting (effective July 1, 2005) “The links giving access to the intranet sites ...” We now use Connexions site.
- 4.4 Article 24 – Job Posting Procedures – improve timeliness of process
- 4.5 Review article 24.01 – Delete section (iii) and replace with Temporary Part-Time Employees.
- 4.6 Differentiate the difference in the status of a position versus the status of the employee. For instance if we have a need for a temporary position (special project, replace someone on leave) and the successful applicant

is regular, the regular employee can move to the temporary position but he conserves his regular status.

- 4.7 Delete all references to 912 and 912M and identify the need to submit a written application/resume in reference to a posted vacancy. Reference Workopolis system in posting process.
- 4.8 Introduce language that the company can change the content and qualifications of a posting in order to meet the changing needs of the business.
- 4.9 Add the following to the job posting process – All vacancies must be posted, including TPT. If there is a need to fill a temporary position, the Company will communicate the reasons for the temporary position; and the temporary position will include the reason and duration for the temporary position. Summer students are to be hired for the duration of the summer period only and should be returning to school in the fall. On an exception basis only, summer students may be extended upon mutual agreement with the Union.

If a RPT and RFT position is posted internally and there are no internal applicants, the Company will be able to go external and hire a TPT employee to fill the vacancy.

- 4.10 Article 24.02 – Determining the most senior qualified – There is a requirement for a formal method of determining who is qualified and who is not. Add “as per 24.01” at end of sentence.
- 4.11 Article 24.03 – Delete as it is redundant as it is already covered under grievance articles.
- 4.12 Article 24.04 – Reduce time required to post from 10 days to 6 days. Delete paragraph (b) (i). In section (c) must respond in writing by sending application or resume. Remove section (d) as it is repetitive.
- 4.13 Article 24.06 – Exceptions – Move everything in article 22.14 under this section.
- 4.14 Article 24.07 – Temporary upgrades – Is this still relevant? Discussion required.
- 4.15 Article 24.10 - This deals with the freeze period whereby an employee cannot apply for another internal position except in cases of promotion or upgrade. Include a clause that gives the company that flexibility to apply the freeze or not apply the freeze based upon valid business reasons.

Clarify that the freeze period does not apply to situations where an employees is going from TPT to RPT or RPT to RFT.

- 4.16 Introduce summer student which is distinct from TPT employees. Exclude student positions from posting process but ensure that student hiring needs are communicated to the Union each spring. Introduce a summer student wage scale.

5.0 HEALTH AND SAFETY

- 5.1 Article 12.07 – Attachment G – implement changes as recommended by Allen Russell and Stephane Gingras. 9 meetings of local committees instead of 12 (Canada Labour Code Part II)
- 5.2 Review provincial Union H&S representatives' role and reporting structure'

6.0 HOURS OF WORK / WORK SCHEDULES / OVERTIME / PREMIUMS /EXPENSES

- 6.1 Article 18.05 – Banked Time – reduce the maximum hours allowed in the bank from 100 hours.
- 6.2 Article 18.10 – Assignment of an employee to a tour of duty – Discuss the issue of seniority vs. fair/equitable rotation of shifts.
- 6.3 Article 18.23 and 18.24 – Premium for Consecutive Saturdays – remove
- 6.4 Article 18.08 – Remove article as employees do not work 12 consecutive tours. If it comes up, it is dealt with in compressed work week language.
- 6.5 Article 18.11 – Change in tour of duty – reduce notice period from 4 to 2 days and remove “by posting”. Remove last sentence.
- 6.6 Article 18.18 – Premium for changes to scheduled tours – reduce notice period from 4 days to 2 days.
- 6.7 Article 18.15 – 20 Minute Lunch – Add that the 20 minute meal period is considered as part of the tour of duty is required by the company. Or delete this article.

- 6.8 Article 18.19 - Premium for changes in a scheduled work week – reduce from 4 to 2 days.
- 6.9 Article 18.25 – Sunday Premium – reduce premium from half time to quarter time.
- 6.10 Article 18.32 – Work at_a Visual Display Terminal – delete
- 6.11 On Call Program – Introduce a new article or MOA similar to Bell and NTL.
- 6.12 Article 19.05 and 19.13– Double Time – Pay double time after 6 hours in a week. Currently at 2 hours in a week.
- 6.13 Article 22.05(a) – Premium for lack of notice when having to work outside your work centre but within headquarters – Require 7 day notice – reduce to 2 days notice.
- 6.14 Article 23.07(a) – Premium for lack of notice when having to transfer outside of your headquarters – Currently 7 days notice – Reduce to 2 days.
- 6.15 Article 23 – Travel Allowance, Living and Transportation Expenses Paid – Review and ensure relevant to the Bell Aliant realities in Ontario and Quebec.
- 6.16 Introduce the notion that all travel time (night and weekends) to attend/return from training is paid at straight time even if travel is by company vehicle. This travel time cannot be considered in the calculation of overtime (double time after six hours).

7.0 WAGES AND DURATION

- 7.1 Duration – 4 year agreement expiring on December 1, 2015
- 7.2 Wages – wage increases in line with company’s strategic objective of resetting cost structure thus allowing future investments in FOH. Annual increases in line with other agreements in Bell Aliant .
- 7.3 Summer Students – separate wage schedule
- 7.4 New wage schedule for work such as cable locates, fibre and frame work.

8.0 ATTACHMENTS

- 8.1 Attachment B - Headquarters – Review and update list of headquarters
- 8.2 Attachment C –Wage Schedules – Remove Class 1A as we no longer have such positions. Lower wage scale for new hires. Lower wage scale for technicians that do not have HDSL or fiber competencies
- 8.3 Attachment D – Families – Is this attachment still relevant? What purpose does it serve?
- 8.4 Introduce a Class 3 position to encompass jobs that are seasonal or otherwise less technical than current class 2 jobs.
- 8.5 Attachment E Normal Servicing Territories (NST) – Are these still relevant? Do they serve a purpose?
- 8.6 Attachment G – Health and Safety Committees

Paragraph 4.3 Meeting Procedure – Add a new paragraph indicating that the parties will use all available communication technologies to reduce travel as much as possible.

Paragraph 5.1 Structure – Review and update locals and committee member numbers as required.

Paragraph 5.3.11 Local Committees – Add notion that all available telecommunications technologies will be used such as video and audio conference in order to reduce travel. Commit to 9 meetings and not 12 in a calendar year.

9.0 MÉMORANDUMS OF AGREEMENT

- 9.1 Visual Display Terminals – Delete as this technology is no longer applicable. If required a medical accommodation will be provided.
- 9.2 Potential Sale of Business – Review and delete if no longer relevant.
- 9.3 Article 24 – Arbitrability Review and delete/modify if no longer needed
- 9.4 Lump Sum Payments – Delete

- 9.5 Certification Premium Program – Review need for this program. Change so it meets need of the company and is at the discretion of the company.
- 9.6 Teleworking Agreement – None of the technician positions can be done by teleworking. Delete.
- 9.7 New MOA – Labour Management (LMC) in Ontario and Quebec – Agree to a format, participation and regular meetings.
- 9.8 New MOA – Averaging of hours over a 26 or 52 week period.

10.0 LETTERS of INTENT

- 10.1 Contracting Out – Review and modify so that it meets the needs and is applicable to the labour relations environment between Bell Aliant and the CEP. Encourage that these discussions are part of a regular LMC approach to dealing with issues in a proactive manner.
- 10.2 Time off for Union Business (Article 5) – Review
- 10.3 Four (4) Day Work Week – Used in Ontario but very little in Quebec. Review and adjust to meet our ongoing needs. Adjust banking from 100 hours if we reduce it.
- 10.4 Utilization of Temporary and Part-Time employees – Review and update. This could be included in regular LMC meetings.
- 10.5 Policy Health and Safety Committees – Review and adapt to changing needs.
- 10.6 Freezing of Grievances – Review and determine need for the future.
- 10.7 Flow-Through Training Locations – Only location that it may apply is the Thunder Bay NOC. Review and delete if no longer required
- 10.8 Home Dispatch - No technicians in this program in Ontario. Review new policy document for Quebec.
- 10.9 Job Posting Procedures – Review and adapt to any changes made to job Posting process.
- 10.10 Job Swaps – Review
- 10.11 Combination Tech – Review

10.12 90/10 Seasonal Leave – Review

10.13 Class 2 Employees – Review

10.14 Transition from High Tech Premium to Certification Premium Program –
Review and delete – all premiums have been paid

11.0 COLLECTIVE AGREEMENT APPLICATION GUIDE

11.1 Review and update in conjunction with union or delete

11.2 Working Conditions for Northern Service – New guide prepared in Quebec as it is not applicable in Ontario. Review new guide in conjunction with Article 29. Delete all references to the northern service in old guide.