

**COLLECTIVE AGREEMENT**

**Between**

**K-Right Communications Ltd. & Access Communications Inc.,  
carrying on business as “Eastlink”  
(hereinafter called “the Employer”)**

**-and-**

**UNIFOR Local 919M  
(hereinafter called “the Union”)**

**Duration:  
October 1, 2020 – September 30, 2023**

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## **DEFINITIONS**

In this Collective Agreement, the following words shall have the following meanings:

**“Agreement”** means this Collective Agreement;

**“Bargaining Unit”** means the bargaining unit defined by the certification order as set out in Clause 2.1 of this Agreement.

**“Company”** means K-Right Communications Ltd. & Access Communications Inc., carrying on business as “Eastlink”.

**“Employee”** means an employee of the Company who is a member of the bargaining unit as defined in Clause 2.1 of this Agreement.

**“Fiscal Year”** means the period starting with September 1 of one year and ending on August 31 of the next year.

**“Union”** means uniform, Local 919M.

**“Working Day”** means Monday to Friday inclusive except a paid holiday as specified in Clause 10.1.

Throughout this Agreement where the masculine has been used it is understood that it refers to either feminine or masculine as the case may be.

## **ARTICLE 1 - GENERAL PURPOSE**

- 1.1 The general purpose of this Agreement entered into by collective bargaining is to maintain a sound and satisfactory relationship between the Company and its Employees, preventing strikes and lockouts, facilitating peaceful adjustments of grievances and disputes, preventing waste, unnecessary and avoidable delays and expense. Its purpose is also to encourage stable working conditions in the Company by keeping the Company's costs as low as possible consistent with fair wages and safe working conditions, and to establish the necessary procedures and provisions to assist both the Company and the Union accomplishing these objectives.
- 1.2 It is agreed that there shall be no strikes, work stoppages, slowdowns, boycotts, picketing, or any other interruptions of the normal work by the Employees covered by this Agreement and/or the Union during the terms of this Agreement and it is agreed that there shall be no lock-outs by the Company during the term of this Agreement.

## ARTICLE 2 - RECOGNITION

2.1 The Company and the Union agree that the Union is the exclusive bargaining agent for:

“All cable technicians working for the employer in Bedford/Sackville and Dartmouth, Nova Scotia, excluding office and clerical Employees, technical managers and those above the rank of technical manager.”

as certified by the Canada Industrial Relations Board dated December 30, 2009.

2.2 It is agreed that the terms of this Agreement shall apply to and only to Employees in the Bargaining Unit.

2.3 Subject to the Company’s operational requirements, a leave of absence without pay may be granted to an Employee who is an elected or appointed representative of the Union for the purposes of attending labour conventions, congresses and for such other union business. An Employee who is an elected or appointed representative of the Union will only be entitled to a maximum of fifteen (15) working days leave of absence without pay per year. No more than two (2) Employees in the bargaining unit as it is defined in Clause 2.1 will be entitled to take a leave of absence without pay simultaneously. All requests for a leave of absence without pay for the purposes of attending labour conventions, congresses and for such other union business shall be submitted at least fifteen (15) working days in advance of the commencement of the leave of absence without pay.

2.4 The Company will release up to three (3) Employees from work and will pay their regular pay for their regularly scheduled hours each day of direct negotiations with the Company up to conciliation at which time the Company will release the Employees from work without pay.

2.5 The Union will provide to the Company and keep up to date a list of Employees who have been elected or appointed Union Officers or Stewards authorized to represent the Union.

2.6 The Company will provide to the Union and keep up to date a list of the supervisors of the Employees.

2.7 The Company will provide a Union bulletin board at 65 John Savage Ave.- Unit 1, Dartmouth, NS B3\* 2C9 and will transfer the bulletin board(s) to any changed location.

2.8 Upon written request signed by the Unions Secretary-Treasurer or President, the

Company will continue to pay Union Representatives absent from work on a Union Leave of Absence their regular pay. This request will be made as soon as reasonably possible to allow the Company to make any necessary arrangements. The Union will be responsible to the Company to reimburse wages for such leaves.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.1 The Company has the sole and exclusive right to manage its business and operations including but not limited to, the right to plan, direct and control operations, to direct the working forces, hire, transfer, evaluate, reclassify, , test, and for just cause, discipline or discharge and lay off Employees, establish and enforce policies and procedures, and manage its operations except as specifically restricted otherwise in this Agreement. Those matters requiring judgment as to the competency or ability of the Employees to perform the work required are the sole and exclusive prerogatives of the Company.
- 3.2 The Company reserves the right to discipline and discharge Employees for just cause. The Employee, the Local Union Representative and the applicable National Representative of Unifor shall be notified in writing of any disciplinary action within fifteen (15) working days of the Company's knowledge of the incident. If this procedure is not followed, the notice of discipline shall not form part of the record of the Employee or affect his job status in any way. Without restricting this general right, it is agreed that the Company may discharge any Employee for the following specific offenses:
- (1) Stealing, falsifying statements or records or any other form of dishonesty;
  - (2) Malicious, defacing or damaging of Company property;
  - (3) Reporting for work under the influence of alcohol or drugs or being under the influence of alcohol or drugs while on duty subject only to the Canadian Human Rights Act;
  - (4) Without serious provocation, assaulting any superior or other Employee of the Company;
  - (5) Deliberately refusing to obey a legitimate order of a superior;
  - (6) Being absent for more than three (3) working days without having been granted leave by the Company, or being more than three (3) working days late in returning from an approved leave of absence without notifying the Company.

Provided it is agreed that in the event an Employee is discharged for any of the foregoing matters, the Employee shall be entitled to grieve.

- 3.3 Any record of discipline which may have been placed on the file of an Employee, shall be removed after twenty-four (24) months have elapsed since the disciplinary action was taken provided that no further disciplinary action of a similar nature has been recorded during this period.
- 3.4 The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment, personal harassment and intimidation, or violence, and agree that such forms of harassment will not be tolerated in the workplace.

#### **ARTICLE 4 – UNION MANAGEMENT COMMITTEE**

- 4.1 It is agreed that a Union-Management Committee will meet at the request of either party for the purpose of airing problems which may arise from time to time but in any event no less than twice per calendar year. Explanation of new Company policy may also be discussed at these meetings. Employees engaged in meetings of this Committee during their normal working hours shall suffer no loss of pay for time spent in such meetings.

#### **ARTICLE 5 - GRIEVANCE PROCEDURE**

- 5.1 For the purpose of this Agreement, a grievance is defined as a difference between the parties to or Employees bound by the Agreement concerning the interpretation, application, or alleged violation of any clause of this Agreement.
- 5.2 It is mutually agreed that it is the spirit and intent of this Agreement to adjust grievances as quickly as possible. An Employee having a complaint shall normally first give his supervisor an opportunity to adjust the condition causing the complaint before lodging a formal grievance. In the event of a grievance between any member or members of the Bargaining Unit and the Company or between the Union and the Company, or between the Company and the Union, it shall be processed in the following manner:

**Step 1:** Within five (5) working days following the event, or knowledge by the Employee of the event, on which the grievance is founded (but in any event within ten (10) working days of the event), the Employee (in the case of a suspension, a designate of the Employee may do so) may take the matter up with his immediate supervisor or his designee, by presenting the grievance in writing. The immediate supervisor or his designee shall reply in writing within five (5) working days of the presentation of the

grievance, or failing a reply in writing, the Employee may proceed to Step 2.

**Step 2:** Failing a reply in the first step hereof, or if such reply is unsatisfactory, the Employee, within five (5) working days of the date of the reply of the supervisor or that person's designee, was or should have been made, may submit the grievance, in writing, to the -Supervisor's Manager or that person's designee. The Manager or that person's designee, in responding to the grievance, will arrange a meeting to be attended by the Employee concerned and/or any other person the Manager or the Union considers appropriate. The Manager or that person's designee, shall give a written decision on the grievance within five (5) working days of any meeting.

**Step 3:** If settlement is not reached in Step 2, the matter by written notice of either party to the other, may be submitted to binding and final arbitration.

5.3 A grievance alleging wrongful discharge of any Employee shall be filed no later than five (5) working days from the date of the discharge, or knowledge by the Employee of the discharge, and commence at the second step of the grievance procedure.

5.3.1. Any grievance between the Company and the Union concerning the interpretation, application or alleged violation of this Agreement may be submitted in writing by one or the other party, directly to the Company's Senior Management or to the Local Union Representative as the case may be within fifteen (15) working days of the event giving rise to the grievance. The Respondent to the grievance shall reply in writing within five (5) working days of receipt of the grievance.

If no satisfactory settlement is reach within a further ten (10) working days following receipt of this reply, the grievance may be submitted to arbitration on the terms set forth in Clause 5.4 below. It is the intention of the parties that the procedure provided by the clause for the union to file a grievance shall be reserved for grievances of a general nature for which the regular grievance procedure for individual Employees is not available and it shall not be used to by-pass the regular procedure for Employees above.

5.4 After exhausting all steps in the grievance procedure, the Union or the Company, as the case may be, shall, if it wishes to go to arbitration, notify the other party within fifteen (15) working days of the end of the grievance procedure in writing.

5.4.1 The parties agree that a single arbitrator shall be appointed, as follows:

(a) The party requesting arbitration shall suggest the name of a single arbitrator at the same time as it gives notification of its desire to go to arbitration.



(b) The other party shall either accept that person or suggest another within a further seven (7) working days.

(c) In the event the parties are unable to agree on a single arbitrator within a further fourteen (14) working days, the Federal Minister of Labour may be requested by either party to so appoint.

5.4.2 The decision of the single arbitrator shall be final and binding. The single arbitrator shall, in a discipline or discharge case, have the power to substitute a lesser penalty, but shall have no authority to change, alter, modify or in any way amend the provisions of this Agreement.

5.4.3 Each party shall pay the costs and expenses of its nominee to the Board and both parties shall share equally the costs and expenses of the Chairman or single Arbitrator.

5.4.4 The time limits in this Clause may be altered or extended by mutual agreement of the parties in writing.

5.5 It is commonly understood that grievances filed by the Union are the property of the Union. As such only the identified officers and assigned Shop Stewards of the Union will make the determination of withdrawing, settling or pursuing grievances.

## **ARTICLE 6 - HOURS OF WORK AND OVERTIME**

6.1 The normal hours of work shall be forty (40) hours per calendar week commencing at 12:01 a.m. Sunday provided that this shall not mean that the Company guarantees a specific number of hours or work per day or per week.

6.2.1 The normal tour of duty is eight (8) hours per day and forty (40) hours per week, subject to the Canada Labour Code. This tour of duty shall normally be worked from Sunday to Saturday inclusive between the hours of 6:00 a.m. to 5:59 a.m. the following day. The arrangement of the work schedule and the duration of such shifts is to be directed by the Company. All Employees are subject to shift work.

6.2.2 The Union agrees that the Company may implement modified work schedule(s) with at least thirty (30) days' notice for Employees in satisfaction of the Canada Labour Code based on:

a) a seven (7), eight (8), nine (9) or ten (10) week schedule;

- b) Employees working such modified work schedule may be required to work nine (9), ten (10) hours;
- c) such modified work schedules shall be for an average of forty (40) hours a week over the course of the schedule;
- d) Employees working such modified work may be scheduled for any of three (3), four (4), five (5) or six (6) shifts per work week; and
- e) the number of work days and rest days in the work schedule shall be a function of the applicable shift duration, and number of shifts per work week, over the course of the schedule;
- f) where one or more general holidays occur in a week, the weekly standard hours shall be reduced by the scheduled shift for each general holiday.

The Union further agrees the Company may further adjust such modified work schedule(s) as it considers necessary, subject to consultation with the Union regarding any such modification. The Company agrees to provide an opportunity for the Union to select one of two options for a modified work schedule. In the event that the Union does not select either of the two options prepared and presented by the Company within ten (10) days of being asked to do so, the Company will proceed to determine the modified work schedule.

- 6.3 An Employee shall be entitled to a night differential of fifteen percent (15%) of his basic hourly rate for all hours worked between 12:00 a.m. and 6:00 a.m. except when those hours are being worked by an Employee on a night shift (defined as a shift that starts between 9:30 p.m. and 2:00 a.m.), and occurs at least five (5) nights per week on a continuous or rotating ongoing basis, in which case the night differential will not be paid.
- 6.4 Employees shall receive the following unpaid meal breaks: For each eight (8) hour tour of duty, one-half (1/2) unpaid hour off or one (1) unpaid hour off. Employees working eleven (11) or more hours in any one (1) tour of duty shall receive two (2) unpaid one-half (1/2) hour or two (2) unpaid one (1) hour meal breaks. Unpaid meal breaks are to be determined by the Company. The eleven (11) hours referred to include the two (2) meal breaks. An Employee working at least two (2) hours beyond his regularly scheduled tour of duty shall be paid a meal allowance of twenty dollars (\$20.00).
- 6.5 All authorized time worked, either immediately preceding or immediately following an Employee's scheduled tour of duty, shall be paid at the rate of time and one-half (1 ½ X) the Employee's regular straight time hourly rate for the additional time worked on the following basis:

<u>MINUTES WORKED</u>	<u>TIME PAID FOR</u>
5 - 15	¼ hour
16 - 30	½ hour
31 - 45	¾ hour
46 - 60	1 hour

- 6.6 Because the Company's work is of a service nature, it is understood and agreed that the Company may have to require Employees to work overtime from time to time, including, without limiting the generality of the foregoing, to complete work in progress, to respond to customer service requests, to respond to interruptions in the Company's service or operations, to respond to emergency situations, and generally to carry out as expeditiously as the circumstances require work which in the Company's judgment should be done on an overtime basis. Without restricting the Company's rights in this regard, the Company will endeavor not to require an Employee to work an unreasonable amount of overtime against his wishes. The Company also agrees to give as much notice as is reasonable when overtime work is to be done. Overtime shall be performed by the Employee normally engaged in the work requiring overtime.

When an overtime situation arises where no Employee is then engaged in the assignment in the course of the regular shift, the overtime will be offered on the basis of seniority, subject to the Employee having the ability to immediately perform the work. Where such overtime situation arises and no one has volunteered, Employees will be mandated to work the overtime in reverse order of seniority (e.g. those with least seniority first). The "standby" technician will not be permitted to work overtime outside of the hours the "standby" technician is on standby, except in emergency situations or where no other employee is available. The "standby" technician will only be called during the first two hours after the end of his regularly scheduled shift where the Company has reasonably attempted to have other qualified employee(s) volunteer to perform the work and none of those employees have so volunteered to perform the work. Nothing herein limits the Employer's right to require employees to work the overtime in reverse order of seniority.

- 6.7 The Company will attempt to contact the Employee(s) one hour or more before the shift in the event of a shift cancellation. If the Company is unable to contact the Employee(s) at their home telephone or designated number on record with the Company, the Employee(s) will not be entitled to the shift cancellation payment regardless of whether or not the Employee(s) received the message.

If the Company fails to advise as per the above, and the Employee reports for their shift, the Employee(s) will be paid a minimum of three (3) hours at the applicable, scheduled

rate if they report as requested for a scheduled shift which has been cancelled.

- 6.8 Planned early morning work which is subject to cancellation due to weather conditions is not included in the foregoing. Cancellation of these early morning shift changes is determined by the Company depending on the weather conditions on the day the work is to be carried out.

#### **ARTICLE 7 - CALLBACK AND STANDBY**

##### 7.1

- (a) An Employee who has completed his regular day's tour of duty and who is not advised that he is required to return to work at a specific time before his next regular reporting time, and who has left the Company premises, and is called back to work not continuous with, before or after, his regular scheduled hours shall receive a minimum of two (2) hours pay at their overtime rate regardless of the time recorded on the Employee's time card for that first hour. In addition, payments of one (1) bonus hour at the applicable overtime rate of time and one-half (1 ½ X) for each fourth hour worked on a particular callout will be made.
- (b) When an employee is scheduled to begin work at 08:30 am and that employee is required to work overtime between the hours of 12:00 am and 06:00 am on the same day, the employee shall have a paid rest period calculated to ensure the employee has 8 consecutive hours of rest between the end of the overtime shift and the beginning of the day shift.

##### 7.2

- (a) Standby and standby work is not callback and is not subject to the provisions of Clause 7.1 hereof.
- (b) The period of standby is for seven (7) consecutive days.
- (c) The standby rate is two hundred and fifty dollars (\$250.00) for the standby period. Standby pay is not part of the Employee's regular rate and shall not be included in any premium calculations. A prorated standby rate of thirty-five dollars & seventy-one cents (\$35.71) per day may be used to reduce the standby rate due to an authorized absence and compensate any replacement.
- (d) The employee on standby will be paid time and one-half (1 ½ X) his regular straight time hourly rate for a minimum of two (2) hours (i.e., three (3) hours pay) for each separate occasion he is called except that he shall be paid a maximum of two (2) hours pay for each phone call from Workforce, the NOC or the employee's

Technical Manager/Director of Operations in any two (2) hour period. The employees paid time shall commence from the time the call was made and includes any travel time to and from the employee's residence. If an employee receives another call within two (2) hours of the previous call he will not be entitled to an additional two (2) hour payment.

(e) The Company, in its sole judgment and discretion may decide, because of the requirements of operations, that an Employee on standby report for continuous duty as assigned for which the Employee shall receive overtime pay at the appropriate rate for all time worked in addition to the applicable standby fee.

7.3 Except in response to the demands of the business, all schedules for standby shall be posted seven (7) working days in advance of such schedules taking effect. Where such notice is not possible or practical, the Company shall give as much advance notice as the situation allows.

7.4 Time worked in this and any other Clause means actual hours recorded on the Employee's time sheet or by updated electronic methods as introduced by the Company.

7.5 Employees required to stay overnight while on assignment will be provided with suitable accommodations and meal expenses. Travel time while on such assignments will be considered as time worked and be paid at the applicable rate.

#### **ARTICLE 8 - NO PYRAMIDING OF PREMIUMS AND WORK IN A HIGHER CLASSIFICATION**

8.1 Except as expressly provided herein, there shall be no pyramiding of any rates of pay in excess of an Employee's regular straight time hourly rate.

#### **ARTICLE 9 - REST PERIODS**

9.1 Employees will be entitled to two (2) paid rest periods of fifteen (15) minutes each, one (1) in the first half of a tour of duty and one (1) in the second half of the tour of duty. Employees will be entitled to an additional fifteen (15) minute rest period for every additional four (4) hours worked. Normally, these breaks will be taken after two (2) hours of the commencement of the first half and second half of their shift or any additional four (4) hour period. Employees shall not leave the customer's premises to take their rest periods until their assignments have been completed, except in case of prolonged duration. In all cases, inconvenience to the customer shall be avoided.

**ARTICLE 10 - HOLIDAYS**

10.1 There shall be ten (10) paid holidays as follows:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day

When any of the above holidays falls on a Saturday or a Sunday, the holiday will be observed on a work day near the holiday as mutually acceptable to the Employees and the Company.

10.2 In order to receive holiday pay, an Employee must be entitled to receive wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday. Employees, who, on the day of the Statutory Holiday, are on approved unpaid leave of absences, lay off or who are covered by one of the medical plans (i.e. STD, LTD) shall not be entitled to the holiday pay.

10.3 All work performed by an Employee on a holiday under any provision of this Agreement will be paid at the rate of double time (2X) the Employee's regular straight time hourly rate. Where an Employee is required to work more than twelve (12) hours, he shall receive double time and one half (2.5X) his regular straight time hourly rate for all hours worked beyond twelve (12) hours. In addition to pay for the time worked on the holiday, Employees will also receive either (i) a day off in lieu or (ii) his/her regular rate of pay for that day. Scheduling of the lieu day will be at a time agreeable to both the Employee and the Employer and should be scheduled no later than one (1) month following the holiday.

10.4 When a holiday falls in an Employee's vacation, one (1) day with pay shall be added to his vacation.

10.5 An Employee is not entitled to remuneration for a holiday that occurs in his first thirty (30) days of employment with the Company if he does not work on that day.

10.6 A tour of duty beginning on the eve of a holiday and continuing into a holiday shall not be considered as work performed on a holiday, but a tour beginning on a holiday and continuing into the day following shall be considered as work performed on the holiday.

10.7 Subject to the requirements of operations, the Company will endeavour to ascertain the wishes of the Employees and take same into account when scheduling Christmas and New Year's tour of duty or standby on those days. Any scheduling in this regard shall not be the subject of a grievance.

**ARTICLE 11 - VACATIONS**

11.1 The vacation year shall be the same as the Fiscal Year.

11.2 Employees hired before September 1<sup>st</sup> in any year shall be granted 0.83 days' vacation with pay for each full month worked before September 1<sup>st</sup>.

11.3 Vacations for all Employees shall be granted according to their net credited service on September 1<sup>st</sup> in each year on the following basis:

Years of Completed Net

Credited Service on

September 1

Days of Vacation

More than 1 year but less than 3 years                      10 Days

More than 3 years but less than 10 years                      15 Days

More than 10 years    20 Days

11.4 Where manpower requirements do not permit consecutive scheduling of an Employee's total vacation time, the Company may only permit two (2) consecutive weeks at one time. Normally all vacation must be used in the vacation year that it was granted (i.e. September 1<sup>st</sup> to August 31<sup>st</sup>). Vacation may be carried over in exceptional circumstances, and with the written approval of the Company. All carried over vacation must be used by November 1<sup>st</sup>.

11.5 Employees on leave of absence, short term or long term disability, workers compensation, laid off status, union leave or on inactive status for more than three (3) consecutive months (ninety (90) consecutive days) will not earn vacation entitlements pursuant to either Article 11.2 or Article 11.3 nor be credited with service pursuant to Article 11.3 for the purposes of advancing to a higher vacation earning rate with respect to such periods in excess of three (3) consecutive months (ninety (90) consecutive days).

11.6 Employees are required to advise the Company of their vacation preference by March 31<sup>st</sup> indicating preferences for the succeeding twelve (12) month period. It is recognized that preferred vacation may be chosen over two (2) vacation years.

The proper operation of the business will be used in determining the available vacation times. When choosing preferred vacation time, Employees will only be allowed to choose a maximum of two (2) consecutive weeks at one time. Third and fourth weeks of vacation may only be chosen when all Employees have indicated their preferred dates for the first two (2) weeks of vacation. Where two (2) or more Employees request vacation for the same period of time, preference for vacation will be given on the basis of seniority.

Changes in the vacation schedule may be necessary for the proper operation of the business. If a change in vacation is necessary due to operational requirements, only the Employee(s) whose vacation has been impacted by the change will have their vacation re-scheduled.

- 11.7 Should an Employee be hospitalized or become eligible for the Company's short term disability plan while on vacation, the days used as waiting time shall be considered sick leave if the Employee has sick leave credits, and the days of vacation lost as a result of such illness will be scheduled at a later date as agreed to between the Company and the Employee. To be eligible under this provision, the Employee must supply to the Company written confirmation of details of the hospitalization or illness in a form satisfactory to the Company.

#### **ARTICLE 12 - SICK LEAVE AND PERSONAL LEAVE**

- 12.1 All Employees covered by this Agreement on the completion of their probationary period with the Company as provided in Clause 16.2 shall be entitled to receive sick leave with pay in minimum increments of four (4) hours.
- (a) In all cases where sick leave is used, the sickness must be reported to the Employee's immediate supervisor on the first day, as soon as possible, but at least by the normal reporting time of the Employee concerned except in circumstances where it is impossible for the Employee to report. If the Employee's supervisor is unavailable at that time, the Employee shall report to the person designated by the Company for this purpose;
  - (b) The pay for sick leave and personal leave shall be the Employee's normal hours for that day's tour of duty at the Employee's regular straight time hourly rate;
  - (c) The total amounts for sick leave for a full-time Employee shall be accumulated to a maximum of fifty-six (56) hours during the fiscal year. Employees shall be permitted in each such year advances against sick leave to be earned in that fiscal year. Sick leave shall accrue at a rate of 4.67 hours per month of service for full-



time Employees up to the maximum of fifty-six (56) hours.

d) The total amounts for personal leave for full-time Employees shall accumulate up to a maximum of 24 hours during the fiscal year. Employees shall be permitted in each such year advances against personal leave to be earned in that fiscal year. Personal leave shall accrue at a rate of 0.25 of a day per month for full-time Employees up to the maximum of 24 hours.

e) Any earned but unused sick leave and personal leave shall be cancelled on termination of employment. Any used but unearned sick leave or personal leave of an Employee on termination of employment shall be repaid from the Employee's last pay.

(f) Sick and personal leave shall not be cumulative from one (1) year to another. Personal days will be granted based on operation requirements and shall not be scheduled consecutively or with any other leave.

(g) No sick leave will be granted to an Employee in case of sickness or accident which is compensable under the Workers' Compensation Act for the Province of Nova Scotia or for sickness or accident which occurs during the vacation period of an Employee subject to Clause 11.7 or while an Employee is on authorized leave of absence or lay-off, or for sickness or accident covered by group insurance benefits;

(h) At the Company's request documentation from the Employee's physician may be requested for sickness or accident causing in excess of two (2) consecutive days of absence.

(i) An Employee who fails to notify the Company as provided in paragraph (a) hereof within one (1) hour of commencement of the Employee's tour of duty shall be deemed absent without leave.

(j) An Employee on sick leave shall notify the Company of his intention of returning to work prior to his return.

(k) The employer reserves the right to require a certificate from a qualified physician as part of an attendance management process, as part of a workplace accommodation process or to cover any period of days of sickness, whether paid or unpaid, and approval of sick leave will be conditional on the employee providing an acceptable certificate when so requested.

(l) The Company's physician shall respect the medical confidentiality of the Employee and will simply state in the report to the Company whether the Employee is well enough

to return to work with or without any limitations and/or will not affect the health of others or whether the excessive absenteeism has cause. The report will also provide a prognosis regarding the Employee's condition. This Clause does not supersede the requirements of the Company's insurance carrier.

- 12.2 The Company, the Union and the Employees recognize their respective obligations in relation to accommodation of workers to facilitate their return to productive work, or remain at productive work fulfilling their employment duties and they agree to discuss and deal with each such case on an individual basis consistent with their legal obligations.

### **ARTICLE 13 - HEALTH AND PENSION**

- 13.1 The Company agrees to maintain during the term of this Agreement a company insurance plan and a company medical plan with terms, conditions and levels of benefit that are equal to or exceed those of the current plans and further it agrees to pay fifty percent (50%) of the cost of those plans, the participating Employees to pay the remaining fifty percent (50%) of the cost.

- 13.2 Subject to the limitations of the Company Pension Plan Employees are required to join the Plan after having completed one (1) year of continuous service. The Company agrees to match any Employee's contribution to the Pension Plan up to a maximum of four point five percent (4.5%) of the Employee's normal weekly earnings, excluding overtime, standby, callback and other fringe benefits.

- 13.3 It is agreed that it is a condition of employment that an Employee having completed three (3) calendar months of service with the Company shall become a member of the company insurance plan and the company medical plan referred to in this Clause and it is also agreed that it is a condition of employment that an Employee after one (1) year's continuous service becomes a member of a Company Pension Plan in accordance with Clause 13.2.

- 13.4 The Union may appoint an Employee to the Joint Health and Safety Committee.

### **ARTICLE 14 - COMPASSIONATE LEAVE AND BEREAVEMENT**

- 14.1 The Company may grant at its discretion compassionate leave without pay upon the request by an Employee in order that the Employee may deal with some unforeseen contingency or emergency affecting him or the Employee's immediate family which shall mean the Employee's father, mother, husband, wife, children, mother-in-law and father-in-law.

14.2 The Company will grant a leave of absence with pay for the purposes of attending funerals in the case of bereavement as follows:

- (a) Up to seven (7) calendar days leave immediately following the death of an Employee's spouse or common law spouse, child, father, mother, brother or sister; the Employee shall be paid for all regularly scheduled shifts during that seven (7) calendar day period.
- (b) Up to three (3) working days immediately following the death of an Employee's mother in law, father in law, grandparents, grandchildren and any other relative residing with the Employee or with whom the Employee resides; the Employee shall be paid for all regularly scheduled shifts during that three (3) working day period.

These absences will be extended by one day where a full day's travel is required.

14.3 The Company, in its discretion, may grant time off without pay in special cases of Employees requesting to attend funerals of friends or distant relatives, provided however, the Employee will have the ability to make up the time within the next pay period.

14.4 The Company recognizes that in exceptional circumstances an employee may want to discuss the use of his/her bereavement leave in accordance with Article 14.2 where there are unique arrangements for the funeral of the deceased. In these circumstances, the employee should discuss the matter with his/her Manager.

14.5 The Company will grant two (2) days unpaid leave to be taken immediately preceding and/or following the birth or adoption of a child. The Employee, at the Employee's option, may use available sick days, personal days, or vacation days, if the Employee wants to be paid for either or both of those leave days.

#### **ARTICLE 15 - JURY DUTY**

15.1 An Employee will be excused from his normal regular hours of work while serving on jury duty in the Province of Nova Scotia. The Employees will deposit with the Company proof to the satisfaction of the Company of actual service in jury duty and all remuneration from all sources received for such jury duty and the Company will then pay to the Employee his salary for the normal hours worked during such time as he is on jury duty. No extra time or overtime will be allowed for time spent on jury duty.

## **ARTICLE 16 - SENIORITY**

- 16.1 Seniority for those members of the bargaining unit as of the date of certification shall be set out in schedule "B", otherwise seniority shall be defined as the length of continuous employment with the Company while a member of the bargaining unit.
- 16.2 New Employees with the Company will be considered as probationary Employees until they have completed one hundred and eighty (180) days of continuous compensated service. At the conclusion of the probationary period, an Employee's seniority will revert back to his first date of compensated service.
- 16.3 An Employee loses all seniority when:
- (a) He voluntarily quits his employment with the Company.
  - (b) He is discharged for just cause and is not reinstated through the grievance procedure herein.
  - (c) He is laid off for a period of more than six (6) months.
  - (d) He absents himself from work for more than three (3) consecutive working days without securing leave of absence from the Company, provided that this provision shall not diminish or prohibit the Company's right to discharge any Employee who is absent without reasonable excuse in which event the seniority would be forfeited on the date of discharge.
  - (e) He fails to return to work within five (5) days after recall notice is given to him personally or by registered mail or telegram to his last address on file with the Company. It shall be a condition of possible future recall from lay-off that all Employees keep the Company informed of their current mailing address.
  - (f) He is on leave-of-absence for a period of more than twelve (12) months.
  - (g) He is promoted to a position outside the bargaining unit and remains in such position for a period of twelve (12) calendar months, in which case loss of seniority shall then be computed to take effect as of the date of original promotion to such position; so long as union dues are remitted during the twelve (12) month period.

- 16.4 Layoffs shall be in inverse order of seniority within the bargaining unit. Affected Employees will be advised of layoff no later than four weeks in advance or receive pay in lieu.
- 16.5 Laid off employees shall retain recall rights for six (6) months. Employees with recall rights shall be recalled to vacancies in their former classification in order of seniority.
- 16.6 The Company agrees not to subcontract any work normally performed by Employees if the effect of such subcontracting of work would result in the layoff of an Employee of the Bargaining unit.
- 16.7 Except in emergencies, the Company agrees not to assign to any supervisory or management employees duties normally performed by members of the Bargaining Unit except that supervisory and management employees may perform such duties for training Employees, evaluation of new equipment and to assist an Employee.
- 16.8 The Company will provide to the Union a seniority list as of each January 1<sup>st</sup>, within two (2) weeks of that date.

#### **ARTICLE 17 - PUNCTUALITY AND TARDINESS**

- 17.1 Employees shall be ready for work at the time designated for the start of their tour of duty.

#### **ARTICLE 18 - SPECIFIC EMPLOYMENT REQUIREMENTS**

- 18.1 It is agreed that it is a condition of employment that all Employees covered by this Agreement have a valid Nova Scotia Class 5 Drivers License.
- 18.2 All Employees required to wear safety footwear are entitled to a Boot Allowance of two hundred & fifteen dollars (\$215.00) inclusive of HST, per year. This payment will be paid as an expense allowance directly to Employees on the first payroll after September 1<sup>st</sup> of each year through the direct payment process. Only those Employees who are on payroll on September 1<sup>st</sup> of the applicable year are eligible.

## **ARTICLE 19 – TOOLS**

- 19.1 TOOLS AND TEST EQUIPMENT - The Company shall determine what tools are required and shall supply and replace same as in its judgment is necessary. All Employees shall otherwise be responsible to the Company for all tools assigned to them.

TEST EQUIPMENT: Employees will be responsible for lost test equipment to a maximum of one hundred & fifty dollars (\$150.00) if it is determined by the Company that the loss was due to Employee negligence.

## **ARTICLE 20 - CLASSIFICATION AND PROGRESSION**

- 20.1 The wage scale for technicians is generally designed to provide compensation for skills acquired and demonstrated, rather than for the specific job duties performed by an Employee. The classifications and levels on the scale reflect this, rather than specific work assignments. Upward movement from one classification to the next, and from one level to the next within a classification, is dependent on the results of the practical and written tests rather than on the existence of a vacancy.

The Company and the Union agree to establish a joint committee consisting of two (2) representatives of each of the Company and the Union to assist in the administration of the technical requirements of the wage scale. The mandate of the joint committee will include:

- (a) review, on an ongoing basis, where a new and significant task fits within the wage structure and either develop testing criteria for that new task or review existing criteria relevance;
- (b) review, on an ongoing basis, the availability of appropriate training and make recommendations to the Company in this regard;
- (c) function as a forum for Employees who feel they have not been fairly assessed or slotted into the wage scale to be heard, although the final determination of the issues raised by the Employee will rest with the Company (subject to the Employee's right to grieve any alleged violation of the Agreement).

An Employee's placement and subsequent movement on the scale will be determined by testing, to be forty percent (40%) written and sixty percent (60%) practical. (1) NCTI tests shall be the starting point for written testing. The Company will discuss any

additions or modifications to the NCTI tests with the joint committee, but the Company will have the final decision. (2) Practical testing will be done by one or more of the Company's technical managers against criteria to be published. Details of practical testing will be worked out with input from the joint committee.

It is agreed that:

- (a) the Company is responsible for providing NCTI and other course material (including correspondence course material) and keeping it current; and
- (b) while the bulk of the training will be provided by the Company on the job and there will continue to be some allowance for study on working time (for example, during inclement weather), Employees are expected to devote a reasonable amount of their own time to achieving their training and learning goals.

20.2 At any time with reasonable notice (no longer than three (3) months), Employees can choose any classification and level they wish to try to achieve. However, the Company may establish a reasonable waiting period (no longer than three (3) months) before permitting an Employee to rewrite a test. Employees who choose, at the time of implementation or any time in the future, not to participate in wage progression through the classifications and levels will maintain the pay level and classification to which they were assigned when the system was implemented or any such higher level they have achieved.

#### **ARTICLE 21 - CHECK OFF OF DUES**

- 21.1 The Company agrees to deduct, from the wages of each Employee in the bargaining unit, Union dues duly authorized by the Union and remit the amounts so deducted to the treasurer of the Union, as per section 70 of *Canada Labour Code* Part I.
- 21.2 The Union agrees to indemnify and save the Company harmless against any claim or liability arising out of, or resulting from the operation of this Clause.

**ARTICLE 22 - TERM OF AGREEMENT**

22.1 This Agreement is for a term commencing October 1<sup>st</sup>, 2020 and terminating midnight of September 30<sup>th</sup>, 2023.

IN WITNESS WHEREOF, both parties hereto have executed this Agreement by their duly authorized official.

Dated this 27<sup>th</sup> day of April, 2021

K-RIGHT COMMUNICATIONS LTD.  
& ACCESS COMMUNICATIONS INC.,  
Carrying on business as "Eastlink"

  
\_\_\_\_\_

Jeff Brown

  
\_\_\_\_\_

Andy Arsenaült

  
\_\_\_\_\_

Crissy Baillie

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UNIFOR LOCAL 919M

  
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Roch LeBlanc

  
\_\_\_\_\_


Robbie MacKay

  
\_\_\_\_\_

Randy Outhouse

  
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Chris Alderman

  
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Scott Halbert



**SCHEDULE "A"**  
**TECHNICAL WAGE SCALE**

	Effective October 1st, 2020 (Approximately 1.5%)				
	Level 1	Level 2	Level 3	Level 4	Level 5
Advanced System Tech	\$26.31	\$27.28	\$28.28	\$29.22	\$30.21
System Tech	\$22.22	\$23.01	\$23.79	\$24.52	\$25.32
Service Tech	\$18.31	\$19.07	\$19.87	\$20.63	\$21.44

	Effective October 1st, 2021 (1.5%)				
	Level 1	Level 2	Level 3	Level 4	Level 5
Advanced System Tech	\$26.70	\$27.69	\$28.70	\$29.66	\$30.66
System Tech	\$22.55	\$23.36	\$24.15	\$24.89	\$25.70
Service Tech	\$18.58	\$19.36	\$20.17	\$20.94	\$21.76

	Effective October 1st, 2022 (1.5%)				
	Level 1	Level 2	Level 3	Level 4	Level 5
Advanced System Tech	\$27.11	\$28.10	\$29.13	\$30.10	\$31.12
System Tech	\$22.89	\$23.71	\$24.51	\$25.26	\$26.09
Service Tech	\$18.86	\$19.65	\$20.47	\$21.25	\$22.09

SCHEDULE "B"

Seniority List: Dartmouth Bedford Sackville

**LETTER OF UNDERSTANDING**  
**COMPANY PAID TRAVEL TIME FOR TECHNICAL TRAINING**

This letter will confirm our understanding reached at negotiations as concerns Company Paid Travel Time for Technical Training.

It is acknowledged that as technology changes technical training is an inherent part of the technician's job and technicians are expected to attend training as required by the Company.

When it becomes necessary for technicians to travel outside the province of Nova Scotia, and outside of the regularly scheduled hours, for training the following shall apply:

Travel time will be paid at the Employee's regular hourly rate and will not be considered as "hours worked" for any other provisions of this Agreement (i.e. Overtime, etc.).

Travel time is defined as the time required to travel from the Employee's residence to the destination – normally a hotel. It is the time required to travel from the place of departure back to the Employee's residence.

Other than regularly scheduled hours as a result of attendance at a training course, no time other than the Employee's regularly scheduled hours and travel time outside of the province shall be paid.

LETTER OF AGREEMENT

(RE: PAID EDUCATION LEAVE)

Eastlink agrees to contribute eight hundred dollars (\$800.00) a year on behalf of its workers for the purpose of providing Paid Education Leave. Such leave will be for upgrading the employee skills in all aspects of trade union functions. Such monies will be paid, no later than March 31<sup>st</sup> of each year into a trust fund established by the National Union, Unifor, effective from date of ratification and sent by Eastlink to the following address:

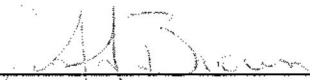
Unifor Paid Education Leave Program  
115 Gordon Baker Road  
Toronto, ON M2H 0A8

IN WITNESS WHEREOF, both parties hereto have executed this Agreement by their duly authorized official.

Dated this 27<sup>th</sup> day of April, 2021.

K-RIGHT COMMUNICATIONS LTD.  
& ACCESS COMMUNICATIONS INC.,  
Carrying on business as "Eastlink"

UNIFOR LOCAL 919M

  
\_\_\_\_\_

Jeff Brown

  
\_\_\_\_\_


Andy Arsenaault

  
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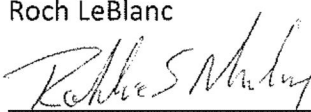
Crissy Baillie

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Roch LeBlanc

  
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Robbie MacKay

  
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Randy Outhouse

  
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Chris Alderman

  
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Scott Halbert

LETTER OF UNDERSTANDING

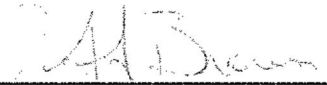
(RE: SAFETY BOOTS)

Notwithstanding Article 18.2 and in replacement of it; all Employees required to wear safety footwear shall obtain them from a local Company designated provided using a Company approved list. The provider shall use a Company prepaid account to facilitate the acquisition by the employee of such CSA approved footwear once a calendar year within the month of September. The safety footwear selection shall be determined by the Company with input from employees through labour management process. Any newly hired employee required to wear safety footwear may access safety footwear immediately for that calendar year.

IN WITNESS WHEREOF, both parties hereto have executed this Agreement by their duly authorized official.

Dated this 27<sup>th</sup> day of April, 2021.

K-RIGHT COMMUNICATIONS LTD.  
& ACCESS COMMUNICATIONS INC.,  
Carrying on business as "Eastlink"



Jeff Brown



Andy Arsenault



Crissy Baillie

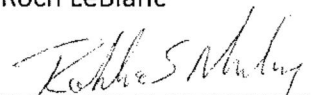
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