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REV. 7 1988

C.O.C.O.

PREAMBLE

AGREEMENT made this **28th** day of August, **1991**.

BETWEEN:

THE ISLAND TELEPHONE COMPANY, LIMITED, incorporated by or under 'the provisions of Acts of the Legislature of the **Province** of Prince Edward Island, having its Head Office at **Charlottetown**, in the County of Queens, Province of Prince Edward Island, (hereinafter called the "**Company**") of the **First** Part.

- AND -

COMMUNICATIONS AND ELECTRICAL WORKERS OF CANADA, LOCAL 401, certified as Bargaining Agent under the Canada **Labour** Code, November **15, 1990**, (hereinafter called the "**Union**") of the **Second** Part.

IN **FULL APPRECIATION** of the advantages to both parties hereto to be 'derived from fair and **honorable** treatment and harmonious relationship based on mutual respect and trust.

AND IN **CONSIDERATION** of the terms and conditions as hereinafter set forth, the Parties hereto enter into, ordain, establish and agree to the following wage schedules and conditions of employment.

ARTICLE 1 PURPOSE, RECOGNITION & SCOPE

- 1.01 The Company **recognizes** the Union as the sole collective Bargaining Agent for **all** clerical, secretarial and housekeeping employees of The Island Telephone Company Limited excluding Executive **Secretary** to the President and Chief Executive Officer and Senior Secretary to the General Manager Corporate **Services**.
- 1.02 When the **parties** mutually agree **that** a new occupation established during the term of this Agreement has clearly a number of significant **points** in common with the other occupations within the unit, such new occupation **shall** fall within the scope of this Agreement.
- 1.03 The Union agree that during 'the term of this Collective Agreement there shall be no strike, cessation of work or a refusal to work or to continue to work by employees, in combination, in concert or in **accordance** with a common **understanding** and a slowdown of work or other concerted activity on the part of **employees** in relation to their **work** that is designed to restrict or limit output.

The Company agrees that **during** the term of this Collective Agreement there shall be no lockout, the closing of a **place** of employment, a suspension of **work** by the Company or a refusal by the Company to continue to employ a number of its employees, done to compel its employees or to aid another Company to compel its employees to agree to terms or conditions of employment.

ARTICLE 2 - DISCRIMINATION

2.01 The Company shall not discriminate against an employee because of membership in the Union or activity **authorized** herein on behalf of the Union.

The Company and the Union agree that they will not threaten , intimidate or unlawfully discriminate in the workplace against any employee for reasons of pregnancy, race, religion, creed, colour, sex, national origin, **age**, marital status, family status, disability (as under Canadian Human Rights Act), a conviction for which a pardon has been granted, political affiliation with a **legitimate** political party or exercising any **rights under** this Collective Agreement.

2.02 The parties agree that employees shall have employment free f rom sexual harassment. An employee alleging sexual harassment may have their grievance dealt with at Step II of the grievance procedure.

"Sexual Harassment" means any conduct, comment, gesture or contact of a sexual nature that is likely to cause offence or humiliation to any employee, or that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

ARTICLE 3 - DEDUCTION OF REGULAR DUES

- 3.01 On each and every pay day of each and every month, the Company agrees to deduct from the wages of each employee in 'the Bargaining Unit, union dues for that pay period or an amount equivalent to the regular dues duly authorized by the By Laws of the Union for Union dues. Each and every month, the Company will remit the amounts so deducted together with a statement of such employees to 'the Secretary Treasurer of the Union.
- 3.02 The Company shall, where possible, deduct from the earned wages of an employee, dues in arrears as directed by 'the Union. The employee may not hold the Company liable for any such action.
- 3.03 This checkoff of dues shall continue during 'the life time of this Agreement or any renewal thereof and shall be continued throughout any period during which the parties engaged in negotiations with a view to making a new Agreement and it shall apply to all employees in the bargaining unit.
- 3.04 The Company agrees to include the amount of union dues paid by each employee on the employee's T-4 slip.
- 3.05 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 article,

ARTICLE 4 - TIME ALLOWANCE

4.01 Employees having scheduled holidays and/or vacation during time off for Union Business will be permitted to re-schedule them to a time mutually agreeable to the Employee and Company.

4.02 Employees, upon receiving an emergency call from the Blood Donor Clinic, shall be allowed sufficient time off with pay to give blood.

4.03 An employee who misses a full day's work as the result of inclement weather shall be permitted to make up the time lost either by:

- (a) accepting loss of time without pay
- (b) designating the day as a vacation day, if applicable
- (c) designating the day as a floating holiday, if applicable
- (d) making up the time by working an equal number of hours if office conditions warrant the extra time

An employee who misses less than a full day's work as a result of inclement weather, shall have *the following options:

- (a) accepting loss of time without pay
- (b) making up the time by working an equal number of hours, if office conditions warrant the extra time.

4.04 An employee may, with supervisor's approval, work to make up for lost time, or in advance of time to be taken off without pay. The extra time worked shall be on the basis of one hour for each hour' to be made up. Should the employee prefer, she/he may take time off 'with loss of pay subject to service and workload requirements of the Company.

ARTICLE 5 - UNION REPRESENTATION

5.01 When requested by 'the Union, the Company will grant a **Leave-of-Absence** under the following conditions:

- (a) The Leave-of-Absence shall be granted to a member of the Bargaining Unit **represented** by the Local Union for the purpose of conducting **business** as a representative of 'the said Union.
- (b) There shall be no more than one (1) employee off at **any one (1) time**.
- (c) The Leave-of-Absence will be without pay and for a period of three (3) months to one (1) year with the option of extending it for a further period. The total period of Leave-of-Absence shall not exceed six (6) years.
- (d) The period of absence shall not be deducted from the employee's service for all purposes.
- (e) The employee has the option of retaining any of the following benefits: Voluntary Accident Insurance, Extended Health Care, Group Life Insurance, by **paying** the full cost of all premiums necessary to provide any benefits. The Union will provide the necessary pension contribution to the Company.
- (f) When the employee returns to work, the Company will, endeavour to place the employee in the same area of the Company and provide comparable **employment** to that **which** the employee had at the time he/she left. There is, however, no guarantee that the **employee will** receive his/her former job.

5.02 When requested by the Union, time off without pay of up to two (2) weeks duration shall be granted to employees without loss of **net** credited service. The total accumulated time off for such absences shall not exceed 39 weeks in any calendar year.

Leave-of-Absences without pay for more than two (2) weeks and up to three (3) months' duration shall be granted to employees. Both time off and leave-of--absence referred to in this paragraph shall be subject to the following conditions:

- (a) The granting of such time off and leaves shall be subject to service requirements.

ARTICLE 5 - UNION REPRESENTATION (continued)

- (b) A written request for such **time** off and/or leave must be submitted to the Company at least fifteen (15) days prior to the commencement of the time off or leave. When the Union fails to provide this **fifteen (15) days'** notice, the request for time off will **only** be granted when mutually agreed upon by the Company and the Union.
- (c) The time off and leave-of-absence shall not be used for the solicitation of members for the purpose of certification.
- (d) Time off to attend the National Convention of the Union shall not be subject to service requirements, but in this case, the request must be made in writing at least thirty (30) days before the start of such leave.
- (e) For the purpose of collective bargaining **negotiations** with the Company, **employees** on the Union's Bargaining Committee shall be entitled to time off work **subject** to terms of **Clause 5.06**.

The Company shall pay a maximum of two (2) of these employees their basic rate of pay for time spent in bargaining with the Company.

In no case shall the employees be paid more than the basic week's wages.

5.03 When it becomes necessary to **require the** attendance of an employee or a Union Committee during working hours, for the purpose of transaction of necessary business with the Company, or for the purpose of **giving** evidence before the body set up to deal with any dispute, basic wage rates will be allowed the employees by the Company during attendance at such meeting-or hearing including the normal travelling time to and from the meeting so as to maintain their basic week's wages. It is agreed that committees meeting with the Company shall be as small as reasonably possible, both **for** the purpose of facilitating the transaction of the business at issue, and to avoid undue absence of the employees from duty.

The Company will not be required to pay travelling expenses for employees engaged in general Union matters.

ARTICLE 5 - UNION REPRESENTATION (continued)

- 5.04 In January of every year **the** Union shall send to the Company **a** list of all Union Officers including "Union Stewards". This **list** shall show the jurisdiction for which the Union Officers and Stewards. are appointed, Not later than ten (10) days following the appointment of a replacement for any of these positions or the creation of a new position, the Union **shall** send a written notice to the Corporate **Service\Department** providing the name of the **appointee** and the position 'to **which** she/he was appointed and in the case of the appointment of a replacement the name of the person replaced, **Upon** receipt of such notices the Company shall **notify** the management of the **departments** concerned.
- 5.05 An employee having a grievance or complaint shall have a reasonable amount of time off to confer with her/his 'union steward or **with** Company management during **her/his** scheduled working hours without deduction of wages in respect thereof. Such time must be arranged with her/his immediate supervisor for relief **and** be subject to service requirements. Requests for such time off **will** not be **unreasonably** made or unreasonably withheld.
- 5.06 Request for any time off for Union business shall be made in writing **on**form **GA1125** to the immediate supervisor and such time shall not: be taken off prior to obtaining Company approval.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 The Union **recognizes** and agrees that the Company has the right and authority to operate and manage its assets and business, and direct the working forces of the Company, and to hire, suspend, demote, 'transfer, lay-off, or discharge employees for proper and sufficient cause, and these rights and authority are abridged or limited only by the express provisions of this Agreement. The foregoing shall not be deemed to **exclude** other rights of management not specifically set forth herein.

ARTICLE 7 - DEFINITIONS

7.01 The term "EMPLOYEE" referred to in this Agreement means all employees employed in any of the classifications listed in this Agreement. It does not mean an employee who is employed in a confidential capacity in matters relating to labour relations or who exercise management functions on a permanent basis or probationary employees for the purpose of discharge.

7.02 "REGULAR EMPLOYEE" means an employee whose employment is expected to be continuous and is not engaged as a Temporary Employee.

7.03 "TEMPORARY EMPLOYEE" means an employee who is hired to do work on a temporary basis, on the understanding that the period of employment will not exceed six (6) months in a twelve (12) month period except as a result of approved leave of absence, sickness/injury absence and where otherwise mutually agreed to by the Union and the Company.

When the period of employment of a temporary employee exceeds six (6) months in a twelve (12) month period in circumstances not mentioned above, that temporary employee shall be reclassified as a "Regular Employee."

The Company will notify the Union at time of hiring the name of the temporary employee, the specific purpose involved, and the commencement and expected termination dates of employment.

7.04 "PROBATIONARY EMPLOYEE" means a regular employee who is engaged for a trial period not to exceed six (6) months to determine suitability as a regular employee. Dismissal of an employee during this six (6) month period will not be contested by the Union.

A probationary employee who has continuous service as a temporary employee in the same job shall have such service credited as part of the probationary period.

7.05 "SHIFT" is a regular scheduled tour of duty (holidays exempted) part or all of which falls outside the hours of 7:00 a.m. to 6:00 p.m., Monday to Friday inclusive.

ARTICLE 7 - DEFINITIONS (continued)

- 7.06 "UNION STEWARD" means an employee appointed by the Union to represent the **interests** of the Union members and whose appointment has been certified by written notice from the Local President of the Union to the Corporate Services Department of the **Company**. Upon receipt of **such** notice, the Company shall notify the management of the departments involved.
- 7.07 "**SHIFT EMPLOYEE**" means a employee whose standard schedule of hours are not all confined within the period from 7:00 A.M. to 6:00 P.M. on each of the days Monday to Friday inclusive.
- 7.08 "'TOUR OF DUTY" means the time worked by an employee on **any** working day.
- 7.09 "SCHEDULED TOUR OF DUTY" means a tour of duty not exceeding the basic hours of work per day which an 'employee **is scheduled to** work and of which **she/he** has **been** advised in advance.
- 7.10 "NORMAL HEADQUARTERS" - Each employee when engaged shall be **assigned** to a work location within an exchange of **the Company**. Such exchange shall be known as the employee's normal headquarters, until such time as she/he is transferred to another headquarters. Normal headquarters shall be **Charlottetown** and Summer-side.
- 7.11 "REPORTING CENTRE" - means that place designated by the Company where employees are to report for work.
- 7.12 "PREMIUM" is the amount of **money** paid **to** an employee, in addition to basic pay, for **working** at other than the normal hours, including working extra hours.,
- 7.13 "BASIC PAY" is the regular weekly rate of pay, shown on the Wage Schedule, **which** the **employee** is entitled to receive for working the full number of **regular** hours in the week. Basic pay does not include Overtime, Shift; **Differentials** or any other premiums.
- 7.14 "**PART-TIME EMPLOYEE**" means a regular employee who is usually scheduled to work less than the full schedule of hours each week.
- 7.15 "UNIVERSAL EMPLOYEE" 'means a regular employee who may fill various job vacancies in the bargaining unit exclusive of 20.06 and the notice provisions of Article 20. The number of Universal Employees shall not exceed five (5) without the mutual consent of the Company and Union.

ARTICLE 8 - SENIORITY

8.01 "SERVICE" - includes all periods of time, whether bridged or not, spent in the employ of and recorded on the payroll of The Island Telephone Company Limited or Maritime Telegraph and Telephone Company Limited. It also includes any periods of time a regular employee is on an approved Leave-of-Absence which specifies that the Leave-of-Absence is to be credited as service.

"NET CREDITED SERVICE" - refers to that period of continuous service since the regular employee was last placed on the Company payroll, plus any credit for other service as referred to above which has become eligible for bridging in accordance with the Company procedure for service bridging as outlined in 8.02.

"SENIORITY" for a regular employee is determined in accordance with and is the same as that employee's net credited service as shown on Company records.

8.02 Service Bridging Procedure

When a regular employee is re-engaged following a break in service, the employee's service is bridged after she/he has been on the Company payroll continuously for a minimum period of one (1) year and the combined total of all services equates to eleven (11) years or more. At that time, the employee's net credited service is recalculated, and a revised service entry date is established.

8.03 The Company will provide to the Union twice a year (March and October) a seniority list for all regular employees which will include:

- a) net credited service
- b) eligibility for service bridging date
- c) wage grade
- d) wage grade interval

8.04 The Company will on request, and on suitable notice being given by the Union, advise the Union of the service of any employee when this information is necessary to determine the eligibility of the employee for a benefit under the terms of this Agreement or when a dispute arises between employees on the matter of seniority.

ARTICLE 9 - FORCE ADJUSTMENT

9.01 - NOTICE

a) All employees who have completed three (3) consecutive months of continuous employment and are being discharged or laid off (except employees who are being discharged for just cause) shall receive, in each case, the following minimum notice:

(1) Where an employee has been continuously employed for three (3) months or more but less than five (5) years - 'two (2) weeks' notice in writing, or two (2) weeks' pay in lieu of notice.

(2) Where an employee has been continuously employed for five (5) years or more but less than ten (10) years - four (4) weeks' notice in writing, or four (4) weeks' pay in lieu of notice.

(3) Where an employee has been continuously employed for ten (10) years or more - eight (8) weeks' notice in writing, or eight (8) weeks' pay in lieu of notice.

Copies of all notices of layoff shall be sent to the Local Union President.

b) If a strike or other work interruption in another bargaining unit causes a layoff of employees, the minimum notice or payments in lieu of as specified in this article will not apply.

c) Employees who are resigning from the Company shall give the Company at least two (2) weeks' notice in writing.

ARTICLE 9 - FORCE ADJUSTMENT (continued)

9.02 - LAYOFF

In the event of a layoff, employees shall be laid off in the following order:

1. Temporary
2. Part-time
3. Regular full-time

When **selecting** regular employees in the circumstances listed below, seniority shall apply as indicated:

- a) Layoff of regular employees shall be confined to the **affected** job classification in the affected **headquarters** subject to Clause 9.03.
- b) Layoff of regular employees - when ability and **qualifications** are relatively equal, seniority **in reverse order** shall be the determining factor.
- c)
 - i) Severance Pay will be offered to regular employees on termination of employment on account of lay-off due **to** lack of suitable work, provided there is no prospect for re-engagement of the regular employee on a regular, temporary or part-time basis within twelve (12) months of the date of layoff.
 - ii) To be eligible, a regular employee must have at **least one (1)** year net credited service and must not have been dismissed for cause nor have resigned voluntarily. A regular employee who has not been recalled within twelve (12) months from the date of layoff shall be eligible for severance pay.
 - iii) The scale of benefits provides an allowance equivalent to one (1) week's pay for each full year of net **credited** service up to ten (10) years and, **thereafter**, two (2) weeks' pay for each additional year of net credited service up to a maximum of forty-nine (49) **weeks** pay.
 - iv) Any regular employee receiving severance pay will not be eligible for recall.
 - v) Temporary employees will receive severance pay as per the Canada Labour Code.

ARTICLE 9 - FORCE ADJUSTMENT (continued)

- d) In circumstances where the Company has received applications pursuant to a job posting and one of those **applications** is from an **employee** whose job has been declared redundant, the Company may, with the written **agreement** of the **Union**, give preference to an employee whose job has been declared redundant.

9.03 - BUMPING

- a) A regular employee who would otherwise have been laid off because of such employee's job having been declared redundant will be able to replace (bump) another regular employee:
- (1) who is less senior and
 - (2) who holds a job of equal or lower grade or
 - (3) a job of higher grade that the bumping employee has satisfactorily performed on a regular basis for six (6) months or more and
 - (4) whose job **she/he** can do allowing a two (2) week period of orientation/assessment of her/his ability to do the job.
- b) The regular employee replaced by the bumping regular employee will bump the most junior regular employee in the bargaining unit, following the same procedures outlined above or be laid off.
- c) **Subject** to the regular **employee's** right to grieve, the Company shall **if** dissatisfied with the **performance** of the employee at the **conclusion** of the orientation/assessment period place the employee in another job. If the Company is dissatisfied **with** the performance of the employee in the second job at the conclusion of **the** orientation/assessment period, she/he shall be laid off. The **Union will** be consulted on all such occasions.
- d) Rather than initiating the bumping or **layoff** procedure the Company, if aware of a job vacancy and rather than post the vacancy, may prefer to transfer the regular employee whose job has been declared redundant. Subject to obtaining written agreement of the **Union and** the regular **employee**, the Company may transfer the regular employee to the vacant job without posting it.
- e) In all cases, the regular employee and the Union retain their respective rights to grieve situations **where** it is felt that the Company has not followed the bumping procedure steps outlined above.

ARTICLE 9 - FORCE ADJUSTMENT (continued)

- f) Where possible, bumping shall be confined to the regular employees normal headquarters, subject to **Clause 9.03 (a) and (b)**. Where such is not possible, bumping provisions will apply to the entire bargaining unit.
- g) Where the only option **available** to an employee is to bump to another headquarters, such bump shall be considered to be a transfer at Company request for **the** purposes of General Circular 206.7, Section 1, November, 1988.

9.04 - RECALL

- a) If additional staff is required, the senior laid off regular employee will be recalled first providing she/he has the present ability to do the job and that the period of layoff has not exceeded two (2) years.
- b) A laid-off regular employee who has been given notice of recall for regular employment may refuse to exercise such right on one (1) occasion only without **jeopardizing** her/his right to recall. Otherwise, a regular employee who fails to report to regular duty as stipulated by the Company shall no longer be subject to recall.
- c) It is understood that a laid-off regular employee, if recalled by the Company within two (2) years of the date of layoff, will retain the seniority she/he had accumulated to the time of layoff.
- d) Should a regular employee who has been laid off be recalled within thirty (30) days of lay-off, there shall be no break in the employee's service for all purposes.

ARTICLE 10 - HEALTH AND SAFETY

- 10.01 The Company agrees to adopt and implement reasonable methods' to protect the employees" health and ensure their safety at work.
- 10.02 The Company and the Union agree to adhere to the Occupational Safety and Health rules and regulations as contained in the Canada Labour Code, Part II. Any alleged violation of these rules and regulations will be pursued as a complaint under the Canada Labour Code and shall not be subject to Articles 12 and 13.
- 10.03 There shall be a joint Labour Management/Health and Safety Committee for the purpose of reviewing and resolving labour management health and safety type problems which may arise from time to time. Membership on the committee, frequency of meetings, terms of reference, etc., will be as specified in the constitution of the committee. The constitution of the committee may only be changed by mutual agreement between the Company and the Union.
- 10.04 The Company agrees:
- (a) To maintain safe working conditions, proper and adequate tools, equipment and protective devices.
 - (b) To maintain safe, clean, adequately heated, ventilated and lighted places of work in all Company buildings.
 - (c) To keep employees at all times familiar with safe working practices.
 - (d) The Company agrees to discuss with the Union any specific matter with respect to health and safety.
- 10.05 No employee shall do or be required to do any work that is considered unsafe. When an employee encounters an unsafe or unhealthy situation, other than the normal hazards of the work or working areas, the employee shall report the situation to her/his supervisor who will ensure the provisions of the Canada Labour Code, Part II, are followed in rectifying the situation. All employees shall strictly observe all safety rules and regulations.
- 10.06 An employee shall not be required to work outside in exceptionally cold or stormy weather, unless under cover, except where in the judgement of the Company. cases of emergency or necessity exist.

ARTICLE 10 - HEALTH AND SAFETY (continued)

- 10.07 'The Company agrees 'to test video display terminals at least every twelve (12) months in accordance with **accepted** standards and to make reasonable efforts to **provide** adequate environmental standards in regards to the provision of lighting, seating and work station design,, subject to **the** operational and financial **restraint** of the **Company**.
- 10.08 Any **employee** operating a V.D.T. who becomes pregnant and who does not wish to continue working on the V.D.T. will, upon request, be removed from working with V.D.T.'s. The employee shall be permitted to perform other available work within the Bargaining Unit until the commencement of the pregnancy leave. If alternate 'work for which the employee has the present ability to do the job is not **available**, or if any such work ceases to be required, the employee shall have the option of taking a leave of absence without pay or benefits until eligible for maternity leave.

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The Company agrees that every **effort** will be made to expedite the granting **of** leave-of-absence, and in any case, the implementation of such a leave-of-absence will not be **delayed** for more than five (5) days following the date of application for the leave-of-absence, unless a longer period is agreed to by the employee.

- 10.09 An employee working with a video display terminal shall not be scheduled to work more! than two (2) hours continuously on a VDT terminal without her/his normal relief period or a change to a **non-video** display terminal work: assignment.
- 10.10 A regular employee who is required to work at a video display **terminal** for fifty percent (50%) or more of the normal work week shall be entitled to **have** her/his eyes examined by the Medical Department and if deemed necessary may be referred at the Company's expense to an ophthalmologist.

ARTICLE 11 - DISCIPLINE

- 11.01 In the case of discharge, suspension or disciplinary action or demotion, the Company will present to the employee **affected**, written reasons for such action at the time of its occurrence. A written notification of the action taken will also be sent to the Union Chief Steward. Any such action **taken** must be for proper and sufficient **cause** and is subject to the terms of this Agreement.
- 11.02 The written notification of disciplinary action recorded in an employee's file shall be cancelled and returned to the **employee**, upon request, after twenty-four (24) months. If during this twenty-four (24) month period, the **employee** receives any additional disciplinary notices, the twenty-four (24) month interval will begin again.
- 11.03 The Steward or Chief Steward shall, unless the employee objects, be invited to be **present** at any meeting between a representative of the Company **and** that employee called for the explicit purpose of announcing any measure referred to in 11.01.
- 11.04 After making suitable arrangements **with her/his** immediate supervisor, an employee **shall** have the right to **inspect** her/his disciplinary record annually or at any **step** of the grievance procedure if the grievance deals **with** disciplinary action.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 When any dispute arises between any employee or number of employees and the Company concerning the interpretation, application, administration or alleged **violation** of this Agreement it shall first be discussed with the management employee to whom the employee(s) report. The employee(s) may have a Shop Steward present if so desired.

12.02 The management employee to whom the matter has been referred shall answer the dispute within *two (2) working days of the last discussion with the employee(s) unless the union agrees to extend this time limit.

When the dispute cannot by **this** informal procedure be settled by the management employee to whom it was referred, it shall be **deemed** to be a "GRIEVANCE" and the management employee shall be notified that a grievance will be filed. A grievance must be filed within thirty (30) working days of the occurrence **giving** rise to the dispute or within thirty (30) working days from the time either the employee or the union should reasonably have known of the occurrence giving rise to the dispute.

- 12.03 a) In this Grievance Procedure the time limits in "days" refer to WORKING DAYS, exclusive of **Saturdays**, Sundays and holidays. These time limits may be waived or extended by mutual agreement.
- b) In each of the following steps of this Grievance Procedure the Company will state its disposition of the grievance in writing within two (2) days of the last meeting convened to deal with the grievance.
- c) At any time the Union accepts the Company's ruling on a grievance the Union shall, within five (5) days notify the Company of the Union's **acceptance**. This notice shall be sent to the management person with whom the grievance was last discussed.
- d) Should the Union fail to refer a grievance to the next step in the grievance procedure within thirty (30) days of the specified time limit, it shall be conclusively deemed the grievance **has** been abandoned.

ARTICLE 12 - GRIEVANCE PROCEDURE (continued)

12.04 The Grievor may be present at Steps 1 and/or 2 of the grievance procedure if deemed necessary by either the Company or the Union.

Grievance Procedure Step No. 1

12.05 If the employee(s) or the Union is not satisfied with the decision of the management employee to whom the dispute was referred, the "Grievance" within five (5) days may be submitted in writing to the appropriate Level II Management employee.

After receiving the grievance, the Level II Management employee, or delegated representative, shall arrange a meeting or meetings with the Union Representative named in the grievance at the earliest agreeable time, and not later than five (5) days from the time the grievance is received.

Grievance Procedure Step No. 2

12.06 If a grievance is not settled in Step 1, the Union within five (5) days may take the matter up with the appropriate Level III Manager or delegated representative who shall as promptly as possible, but within ten (10) days after the matter is submitted, meet with the Union's Chief Steward or delegated representative, to settle the "Grievance".

Any grievances alleging unjust dismissal of an employee may be introduced directly to Step II of the grievance procedure.

Grievance Procedure Step No. 3

12.07 If a grievance is not settled within two (2) days of the last meeting in Step 2, the Union (Company) within ten (10) days may submit in writing to the President & Chief Executive Officer of the Company (Union National Representative) a request for a meeting for the purpose of attempting to settle the Grievance. The President & Chief Executive Officer or delegated representative (Union National Representative or delegated representative) shall within ten (10) days of the receipt of such communication notify the Union (Company) of the time, date and place of such conference.

Complaints, more particularly those of wide application or concerning interpretation of this Agreement and general policy of the Company, may be taken up at Step 3 of the Grievance Procedure.

The Chief Steward or her/his; delegated representative will be present at this step of the Grievance Procedure if deemed necessary by either the Company or the Union.

ARTICLE 12 - GRIEVANCE PROCEDURE (continued)

12.08 When, in the opinion of the Company, the Union or any of its members violate the terms of this Agreement, the **Company** may refer the **matter** to the Union National Representative of the Union and request a meeting to discuss the **matter**. Upon receipt of such a **request** from the **Company**, the Union National Representative or delegated representative shall within two (2) days arrange to meet **with** the Company representative and discuss the complaint. When the complaint cannot be settled by this method, it shall be deemed to be a "Grievance " and will be subject to the terms of this Grievance Procedure Step No. 3.

ARTICLE 13 - ARBITRATION

- 13.01 Whenever a difference relating to the interpretation, application, administration, or alleged violation of this Agreement **arises** between the Company and Union, either party **may**, after complying with the provisions as set forth in the Grievance Procedure, submit the matter to arbitration.
- 13.02 Arbitration proceedings shall be instituted by **written notification** to the other party of its desire to submit the **difference** or allegation to arbitration. ~~If after five (5) working days from the original notice given, the parties fail to agree on an arbitrator,~~ then either party may request the Federal Minister of Labour to appoint an arbitrator. The decision of the arbitrator shall be final and binding on the parties.
- 13.03 No cessation or slow down of work shall be exercised or promoted by any individual **employee** or group of employees during the course of the Grievance Procedure outlined above nor shall any **illegal strike take place**.
- 13.04 The arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions thereof, and in reaching his decision, it shall be bound by the terms and provisions of this Agreement.
- 13.05 In **determining** any grievance arising out of discharge or other discipline, the arbitrator may dispose of the claim by affirming the Company's **action** and dismissing the **grievance**, or by setting aside the disciplinary action involved and restoring the **grievor** to her/his former position with or without compensation or in such other manner as may, in the opinion of the arbitrator, be equitable.
- 13.06 The parties shall contribute equally to the expenses and remuneration of the arbitrator and all proceedings related thereto.

ARTICLE 14 - TECHNOLOGICAL CHANGE

14.01 The Company and the Union agree that automation and increased efficiency or productivity must be encouraged and supported. They agree further that they have jointly and severally a real **and direct** responsibility at all levels to reduce to a minimum the adverse effects that may result from the changes that are involved.

14.02 "Technological Change" in this article means:

(a) **The** introduction by the Company into its work, undertaking or business of equipment or **material** of a different nature or kind than that previously **utilized** by the Company in the operation of its work, undertaking or business, and

(b) a change in the manner in which the **Company** carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

14.03 Whenever the Company proposes to effect a technological change that is likely to adversely effect the location, earnings, or **security** of employment of a number of regular employees, it shall, where possible, give notice of the technological change to the regular employees involved and the Union at least twelve (12) months prior to the date of any such action, but in any event, not less than six (6) months.

14.04 At the same time that the Company provides the notice referred to under 14.03, it will. also provide to the Union, in writing, the following information:

- a) a detailed description of the **nature** of the proposed technological change
- b) names of the employees who will initially be likely to be affected by the proposed technological change
- c) 'the implementation date
- d) **the** location and
- e) **the** effect that the technological change is likely to have on the terms and **conditions** or security of employment of the employees affected.

ARTICLE TECHNOLOGICAL CHANGE (continued)

- 14.05 Where the Company has notified the Union of its intention to introduce a technological change which will adversely effect the **location**, earnings or security of employment of a number of regular employees, the parties shall meet within the next thirty (30) days in an effort to reduce to a minimum the adverse effects that may result from such change.
- 14.06 Regular **employees** who are affected by such technological change and require **re-training** will receive such **training** during normal working hours and at the expense of the Company. If relocation is required, moving expenses will be paid by the Company as provided by General Circular 206.7, Section 1, dated November, 1988.
- 14.07 (a) Where technological change effects a reduction in the work force of the bargaining unit, any regular employee(s) who is not entitled to full pension benefits may request early termination of service. The Company may accept the request providing, in its view, the number and skills of **the** employees remaining are sufficient to do the work. Where the request for early termination of **employment** is accepted, the layoff provisions and severance pay provisions of Article 9 shall apply.
- (b) Where technological change **effects** a reduction in the bargaining unit and a lay-off becomes necessary, the lay-off will be in accordance with Article 9 of this Collective Agreement.
- 14.08 Any regular employee receiving the severance pay will not be eligible for recall.
- 14.09 The parties agree that Sections 52, 54, and 55 of the Canada Labour Code shall not apply to members of this bargaining unit.

ARTICLE 15 - WAGE ADMINISTRATION

- 15.01 Subject to the conditions hereinafter laid down, all employees shall be paid in accordance with the Wage Schedules, shown in Appendix "A", attached to and forming part of this Agreement.
- 15.02 Under certain conditions, and subject always to the prior written consent of the Union, the Company may pay higher rates than those called for by the schedules filed under this Agreement, for certain jobs within the Company.
- 15.03 The service intervals shown in the wage schedules are designed to relate the employee's income to their experience on the job. Employees, when engaged, shall be granted a wage rate higher than the starting rate for their job, if in the opinion of the Company, they have previous experience or higher education, as outlined in General Circular 206.2, to warrant this wage rate. The general principles of this Circular are as follows:
- Grade XI - Step 1
 - Grade XII and/or each year of successfully completed recognized and related university, technological or vocational school - 1 step for each year to a maximum of five (5) steps on the schedule.
 - **Related** work: experience given on the basis of 75% if it is directly related and in the telecommunications industry, 50% if in similar type of employment, and 25% if not related but considered beneficial. In no case, however, will a new hire be granted a wage credit above Step 5 on the schedule.
 - Employees are re-engaged depending on previous service, value of previous Company experience, length of break, etc. on the following principles:
 - 100% previous experience credit if returned within one (1) year of termination.
 - 75% previous experience credit if returned later than one (1) year of termination.
 - Employees who are recalled under 9.04:
 - 100% previous experience credit.
- 15.04 Shift employees; who work an evening or night shift are entitled to the differentials established under Clause 22.05.

ARTICLE 15 - WAGE ADMINISTRATION (continued)

15.05 Pay periods shall include **the** fourteen days from Sunday of one week until Saturday of the following week inclusive. Pay cheques or **notification** of deposit will normally be distributed on the Wednesday following the close of the pay period, or when the Wednesday is a Paid Holiday, the regular working day preceding the **Wednesday**.

Wage Progression

15.06 The wage progressions shown as **"steps"** on the wage schedule are automatically applied at intervals of six (6) months. However, if for any reason other than her/his regular vacation, maternity, child care leave, sickness or injury, an employee has been absent for three (3) or more months in any one (1) year, she/he will have her/his next wage progression postponed for at least six (6) months or such longer period as is appropriate.

15.07 The commencement of the first pay periods in the months of April and October shall be the only dates when wage progression becomes effective.

15.08 Employees who are engaged during the period January 1 to June 30 in any year **shall** receive their first wage **progression** in October. Employees engaged during the **period** July 1 to December 31 in any year shall receive their first wage progression in April.

15.09 If between January 1, 1991, and December 31, 1991, the Consumer Price Index for Canada increases more than 6.4 percent above the Consumer Price Index for Canada, for the year 1990, then the Company **shall** increase the basic **rates** of pay for all employees in the bargaining unit at 'the rate of one (1) percent for each full one (1) percent that the Consumer Price Index for Canada increases above the 6.4 percent referred to above.

The above formula will continue to apply until the termination of this agreement.

15.10 Such increase or increases, if any **shall** be paid for all time worked on and after the commencement of the first pay period coincident with or following the publication date of the Consumer Price Index for Canada which gives rise to the increase.

15.11 All such increases shall be "folded in" to the basic: wage rates from the effective date, for all purposes, including without limitation, overtime, holiday and vacation pay, illness and accident benefits and pension plan.

ARTICLE 16 - HOURS OF WORK

- 16.01 The standard working week shall be five (5) days of seven and **one-half** (7 1/2) hours each. **Except** for a daily one (1) hour lunch break, the ordinary daily working hours for all employees (except those who of necessity must work irregular hours) shall be one of the following:
8:00 a.m. - 4:30 p.m.
8:30 a.m. - 5:00 p.m.
- 16.02 Service **requirements**, local arrangements or special arrangements may alter the standard daily work schedule. The Company agrees it will not change the daily work schedule of any employee until the matter has been discussed with the Union.
- 16.03 Some work situations may require employees to work on a schedule which includes Saturday and/or Sunday. These "**shift employees**" shall receive equivalent time off on other days so as to maintain their total **weekly** standard hours. The **time off** will be arranged by mutual agreement between these employees and the Company.
- 16.04 **Each** employee *must* get at least nine (9) **consecutive** hours off each twenty-four (24) hour period.
- 16.05 The days of rest shall, whenever possible, be granted consecutively.
- 16.06 The Company agrees to provide at least seven (7) calendar days' notice before the scheduled hours of a **shift** employee are changed. Where the Company fails to provide the seven (7) days' notice, the employee shall be paid on an overtime basis for the hours worked on the first shift following the **change**.
- 16.07 When it becomes necessary for the Company to establish a new shift which requires employees to work on a shift schedule which differs from the standard hours of work as described in clause 16.01 above, the Company shall provide at least (4) four **weeks'** notice, in writing, to each employee affected by the change.
- 16.08 Employees shall be given two fifteen (15) minute break periods each day during working hours. The break periods will be assigned one in the morning and one in the afternoon. **Break periods** shall be assigned as near mid tour as practicable.
- 16.09 Every employee will be entitled during the break period to leave their office.

ARTICLE 17 - OVERTIME

17.01 The wage rate for "OVERTIME", that is hours worked outside the daily working schedule, shall be fifty percent (50%) over that of the basic wage rate except overtime worked between midnight and 8:00 a.m. on weekdays and between midnight Saturday and midnight Sunday when the rate shall be twice the basic wage rate. Overtime rates will be paid only when the work has supervisory approval.

17.02 No employee will be required to work any overtime without receiving reasonable notice thereof and in no case shall an employee be required to work in excess of six (6) hours of overtime per week or four (4) hours of overtime per day (except where the only overtime requirement made of an employee in a week is for one (1) shift of overtime, in which case the employee shall be required to work that one (1) shift not to exceed 7 1/2 hours overtime). All overtime in excess of the above shall be on a voluntary basis.

The opportunity to work overtime shall first be given to those employees who have the same job title as the overtime work required.

17.03 When an employee is required to work overtime on any day except Sunday for a period of twenty (20) minutes or more, the employee shall be paid for all overtime worked at the rate of time and one-half. All overtime worked on Sunday shall be paid at double the basic hourly rate.

17.04 When an employee who has left for the day is called back to work: overtime or where an employee is on a day off and is called back to work, that employee shall be paid overtime at a rate of time and one-half (Sunday - double time), but in each such instance, that employee shall be paid an amount at least equal to four (4) hours of her/his basic hourly rate.

17.05 When an employee is required to work in excess of one and one-half (1 1/2) hours overtime that is continuous with the commencement or termination of the normal work day, she/he shall be entitled to choose time off for a meal or in lieu of time off, a meal allowance as in Clause 23.03 (d). When an employee chooses a meal period of twenty (20) minutes, it shall be considered ES "time worked" and paid for at the appropriate overtime rate.

ARTICLE 17 - OVERTIME (continued)

17.06 Employees required to work in excess of twelve (12) hours (meal hours excluded) in the twenty-four (24) hour period from the commencement of their **scheduled** tour of **duty** shall be paid at double the basic wage rate for **all** time worked over twelve (12) hours.

17.07 In lieu of payment for overtime, employees may take one (1) hour off with pay for each hour worked. This time off is to be **taken** at a time mutually acceptable to the Company and the employee. The Company shall not unreasonably withhold acceptance of the employee's request for specified time off; work load permitting.

17.08 When an employee works four (4) consecutive hours or more of overtime, the employee shall have the option of **receiving** compensation as follows under either (a) or (b):

(a) Pay at the applicable overtime rate for all time worked.

(b) One (1) hour off with basic pay and the premium pay (pay in excess of basic pay) as applicable for each hour worked.

In order to qualify for the option described in (b) above, the employee must advise her/his supervisor of her/his intention, and the **employee** and supervisor must agree on the time at which the time off is to be taken. This time off must be taken before the **expiry** of the pay period following the one in which the overtime is worked.

ARTICLE 18 - HOLIDAYS

18.01 Temporary employees with three (3) or more weeks' of continuous service and regular employees shall not be required to work on Paid Holidays unless special circumstances necessitate such work and in such case, an employee, in addition to receiving regular pay for such **Paid Holiday**, shall be paid at the rate of time-and-one-half for the time worked by such employee but in no case shall an employee who is required to work on a Holiday be paid less than an amount equal to four (4) hours of **basic** pay.

18.02 Temporary employees with three (3) or more weeks of continuous service and regular employees who are required to work on Christmas Day shall be paid at, in addition to receiving regular pay for Christmas Day, the rate of double time worked by such employee but in no case shall such employee who is required to work on Christmas Day be paid less than an amount equal to four (4) hours of basic pay,

18.03 Temporary employees with three (3) or more weeks of continuous service and regular employees who work on a Paid Holiday will in addition to receiving pay above the basic rate of pay have the option of receiving "**Holiday Pay**" or be permitted a full day off with basic pay on another day. This day off with pay is to be taken on a day mutually agreeable to the Company and the employee.

18.04 Holidays shall be defined as follows:

New Years Day	Thanksgiving
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	Floating Holiday

and such other holidays as may be proclaimed by the **Federal** or **Provincial Government**.

18.05 Floating Holiday - ~~Employees who have worked a period of at least three (3) continuous months shall be entitled to one (1) Floating Holiday in each calendar year.~~ The Floating Holiday should be scheduled, but not necessarily taken, as soon as possible after January 1 and before April. 1 of the current calendar year. The Company and the employee shall mutually agree on a day for the employee's Floating Holiday. The Company shall not unreasonably withhold acceptance of the employee's request for a specified day, work load permitting. Adequate notice of a request for a change either by the Company or the employee shall be given and either party shall give reasonable consideration to such a request for a change.. Employees hired after October 1 shall not be entitled to a Floating Holiday in that calendar year.

ARTICLE 18 - HOLIDAYS (continued)

- 18.06 When the day of rest **of** a shift employee falls on a Paid Holiday, the employee shall receive another day off with no loss of pay in lieu of the holiday.
- 18.07 When a Paid Holiday falls on a Saturday or a Sunday, all temporary employees with three (3) or more weeks of continuous service and regular employees shall be entitled to one (1) day off with pay in lieu of the Paid Holiday. Such day shall be the first working day or days following the **Paid** Holiday.
- 18.08 Some communities celebrate a Natal Day or in lieu thereof a Civic Holiday. Such an occasion is not considered to be a "**Paid Holiday**" but employees shall be given a day off (maximum one (1) per year) with no loss of pay to participate in this celebration. **Employees** who must work on a Civic Holiday or Natal Day and employees on vacation or day of rest, shall be given a day off, with no loss of pay, at a later date to be agreed upon by the employee and the Company. The choice of the alternate day shall be subject to the needs of the Company's business.
- 18.09 Employees who work in communities where no Civic: Holiday is observed or where a Civic Holiday is observed on a Saturday or Sunday shall be given a day off with no loss of **pay** in lieu of such holiday.
- 18.10 No overtime is paid to employees who work regular hours on a Civic Holiday. Employees shall be entitled to one (1) hour off with pay for each hour worked during the regular hours normally worked by such employees (see Clause 18.08 above).

ARTICLE 19 - VACATIONS

- 19.01 All regular **employees** shall be entitled to an annual vacation with pay subject to the following.
- 19.02 Subject to approval of Minister of Labour, the vacation year shall be the **twelve** months between May 1 of one year and April 30 of the following year. In special cases, regular employees may receive vacation in advance of the vacation year when approved by the Department **Head**.
- 19.03 All. regular employees engaged prior to May 1 of any year shall be granted one day's vacation with pay, for each full month worked prior to **May 1** to a maximum of 10 working days.
- 19.04 Vacations will be granted to employees in accordance with their net credited service on May 1st as shown below:

1991

<u>Years of Net Credited Service</u>	<u>Working Days of Vacation</u>	<u>Winter Bonus</u>
1 but less than 3	10	Applies
3 but less than 9	15	Applies
9 but less than 20	20	Applies
20 but less than 28	25	Applies
28 and over	30	Does Not Apply

1992

<u>Years of Net Credited Service</u>	<u>Working Days of Vacation</u>	<u>Winter Bonus</u>
1 but less than 3	10	Applies
3 but less than 9	15	Applies
9 but less than 20	20	Applies
20 but less than 27	25	Applies
27 and over	30	Does Not Apply

'Vacations shall be scheduled in accordance with seniority and the desires of each employee as far as possible.

- 19.05 A Winter Bonus shall be added to qualifying vacations, as shown in Clause 19.04, when all or part of these vacations are taken between November 1 and the following April 30. This six month period shall be known as the "Winter Period."

ARTICLE 19 - VACATIONS (continued)

- 19.06 For every two (2) complete working days of a qualifying vacation taken during the Winter **Period**, the **employee** shall receive a bonus of one (1.) working day to be taken **during** the Winter Period. In no case, however, shall the Winter Vacation Bonus exceed five (5) extra working **days**.
- 19.07 Vacation days cannot be taken on Paid or Civic Holidays. Where five (5) vacation days would normally be scheduled during a week and a **Paid** or Civic Holiday falls during that week only *four* (4) vacation days can be scheduled.
- 19.08 The vacation may be subdivided on request but must **all** be taken within the vacation year unless postponement is approved by the Department Head.
- 19.09 Any employee going on vacation shall on request, receive **an** advance pay up to the amount she/he would normally receive on any pay days which fall within her/his **vacation** period.
- 19.10 When a scheduled Winter Vacation is rescheduled at the Company's request to a summer **period** (May 1 to October 31) the employee shall **still receive** the winter bonus that originally applied.
- 19.11 Employees recalled during vacation shall not be deprived of any vacation days due to such recall and the unexpired portion of any vacation shall be rescheduled to the satisfaction of the employee.
- 19.12 When part or all of the vacation is rescheduled under the terms of **Clause 19.11**, it **shall** be increased by one-half (1/2) day for each working day of vacation rescheduled to be taken in the winter period provided, however, that in no case shall this exceed five (5) bonus days or entire vacation shall not exceed thirty (30) **working** days.
- 19.13 Employees who are eligible for and have completed a period on Sickness Benefits or Worker's Compensation may be granted their vacations as an extension to their absence.
- 19.14 Employees who are granted a leave-of-absence without pay may be granted their vacations directly prior to or following the **leave-of-absence**.


ARTICLE 19 -- VACATIONS (continued)

19.15 Employees who become sick or seriously injured during vacations may have their vacations **re-scheduled** under the following conditions:

- (a) Employees are not entitled to any extension of their vacation for casual sickness of less than one (1) week's duration or for any minor injury.
- (b) Employees who have been sick or incapacitated because of injury for one (1) week or more of their vacation may be granted a **re-scheduling** of the vacation days lost due to such illness or injury together with the unexpired portion of the 'vacation, if any, remaining after such illness or injury, provided satisfactory proof of illness or injury has been **established**.

19.16 An employee who is **requested** to serve jury duty while on vacation shall be able to reschedule vacations at a time mutually agreeable to the Company and the employee.

19.17 A temporary employee who is being laid off shall be granted vacation pay of four (4) percent of their earnings during the period of **continuous** employment immediately prior to lay-off.

19.18 A temporary employee who, with the agreement of the Union, has been continuously employed for a period of **twelve (12) consecutive months** or more shall be entitled to two (2) weeks' vacation with pay for the prior completed year of employment. 

ARTICLE 20 - TRANSFERS & TEMPORARY APPOINTMENTS

TRANSFERS

20.01 When considered necessary by the Company, for proper and sufficient cause, any regular employee may be transferred from one location to another, or from one position to another, or from one wage schedule to another, as required by the changed position or location. The Local Union President shall be notified of such transfers.

When two or more regular employees with relatively equal eligibility are being considered for transfer, the personal circumstances and length of service of the employees will be considered. The junior regular employee will be selected first provided she/he has the necessary ability and qualifications, and provided no senior regular employees possessing the ability and qualifications want the transfer.

20.02 A regular employee who is permanently transferred from a higher wage classification to a lesser wage classification due to medical reasons will maintain her/his higher wage rate for a period of twelve (12) months. For a regular employee so transferred, the requirement of twelve (12) months continuous experience in her/his present position in order to be eligible to apply for posted jobs (as covered in Article 21) shall be waived.

20.03 In the case of a regular employee who is permanently transferred from one headquarters to another unless at her/his own request, the Company shall defray necessary transfer expenses as described in General Circular 206.7, Section 1, dated November, 1988. The Company will normally provide thirty (30) days' written notice to the employee and Local Union President of such transfers.

20.04 Regular employees who transfer as a result of a job posting, and who have not received any transfer benefits provided under Clause 20.03 during the previous 24-month period, are considered to be "Transferred at Company Request" for purposes of benefits under General Circular 206.7, Section 1, dated November 1988.

20.05 The Company shall provide the employee(s) with at least seven (7) days notice when a temporary transfer from her/his normal headquarters to another reporting centre is required. When the Company fails to provide the seven (7) days notice required under this Clause, the employee shall be paid on an overtime basis for the hours worked on the first tour of duty following the transfer.

ARTICLE 20 - TRANSFERS & TEMPORARY APPOINTMENTS (continued)

TEMPORARY APPOINTMENTS

- 20.06 When an employee temporarily fulfills the duties of a position in a higher grade for a continuous period of two (2) hours or more, she/he shall be paid the appropriate wage rate for the number of hours worked in the higher grade.
- 20.07 Temporary appointments under the provisions of this Clause shall not exceed thirty-nine (39) accumulative weeks in any fifty-two (52) week period except where the appointment is necessary to replace an employee who is absent due to illness, injury, maternity/Child care leave, or where agreement has been reached with the Union to waive such time limit.

ARTICLE 21 - JOB POSTING

POSTING

- 21.01 The Company agrees to post for a period of ten (10) calendar days in all offices, where regular employees work, a notice of every permanent bargaining unit job vacancy and/or new additional jobs. The notice will specify the minimum qualifications required for the job as well as the **expiry** date for the posting. The Union will be notified of the reason why any job postings have been **cancelled** within seven (7) days of the cancellation.
- 21.02 The Employment Office shall send a copy of all job **posting** notices to the Union **Local** President at the time these notices are sent to the Company's offices.

SELECTION

- 21.03 When selecting employees for posted vacancies and/or new additional jobs covered by this collective agreement, where ability and qualifications are relatively equal, seniority shall be the determining factor.
- 21.04 To be eligible for a transfer to another job, new employees to the bargaining **unit** must have worked at least twenty-four (24) months in their present job, part-time employees must have worked sufficient time to equate to the twenty-four (24) months above, and other employees with more than two (2) years of *service must*: have worked at **least** twelve (12) months in their present job. When in the opinion of the Company, there are circumstances to warrant it, and when there are no suitable **applicants**, an employee with less than the required number of months in **her/his** job may be considered for the job posting.

Employees shall notify their **immediate** supervisor when they apply for another **job**.

- 21.05 Applications received after the **expiry** date specified on the job vacancy notice will not be considered.
- 21.06 Within thirty (30) days of the **expiry** of the posting, the Company will make a selection from the qualified applicants.
- 21.07 When there are no qualified applicants, the **Company** shall notify the Local Union President.

ARTICLE 21 - JOB POSTING (continued)

21.08 Normally, selection of a successful candidate will be made within thirty (30) days of the **expiry** date of the posting.

However, the Company may, within a period of ninety (90) days following the **expiry** date of the posting, choose to:

- a) When there are no qualified applicants, select **someone** from outside the **bargaining** unit.
- b) Not fill the position, and if so, notify the Union that the job posting has been cancelled in accordance with 21.01.

21.09 Job Postings which have not been filled within ninety (90) days of the **expiry** date of the posting will not be filled for a period in excess of six (6) months unless the position(s) is **re-posted** in accordance with this Article or unless provisions of 9.03 (d) apply.

21.10 Following the selection of the applicant, the Company shall notify the Union Local President and all applicants in writing of the name of the selected applicant or that there was no **suitable applicant**.

The Union Local President will also be provided with the names of all applicants.

21.11 When the Union disagrees with the selection, it shall notify the Company within ten (10) days of the receipt of the **name** of the **successful applicant**, stating the reason for its disagreement; and if the Union and the Company are unable to resolve their disagreement, the Union may file a grievance in connection with such selection.

21.12 In circumstances **where** the Company has received applications **persuant** to a **job** posting and one of those applications is from a regular employee whose **job** has been declared redundant, the Company may, with the written **agreement** of the Union and provided ability and qualifications are relatively equal, give preference to that regular employee.

ARTICLE 22 - DIFFERENTIALS

- 22.01 This agreement provides for a number of premiums which are paid, in addition to the basic pay, as extra compensation when an employee works at times which are outside the normal hours worked by the majority of employees. Employees are entitled to only one (1) premium for the same hours worked, and where in this agreement more than one (1) premium could be interpreted as applying, the employee shall receive the highest premium applicable.
- 22.02 An employee who works all or part of a regular scheduled shift between the hours of 12:01 a.m. Saturday and midnight Saturday will be paid a Saturday shift differential as per 22.05.
- 22.03 A shift employee who is scheduled to work for any period between 12:01 a.m. Sunday to midnight Sunday shall be paid "SUNDAY PREMIUM TIME" for hours worked. "SUNDAY PREMIUM TIME" is fifty percent (50%) over the basic wage rate. Shift differentials (Clause 22.05) will also apply,,
- 22.04 Shift differentials will not be paid for periods when an employee is working overtime,
- 22.05 Shift employees who work a regular schedule of hours, all or part of which fall between 6:00 p.m. of one day, and 7:00 a.m. of the following day, shall receive one of the following shift differentials:
(a) EVENING SHIFT DIFFERENTIAL (6:00 p.m. to 12:00 midnight) regular schedule of hours terminates on or before 12:00 midnight.
(b) NIGHT SHIFT DIFFERENTIAL (12:00 midnight to 7:00 a.m.) all or part of the regular schedule of hours falls between 12:00 midnight and 7:00 a.m.

<i>Evening Differential</i>	<u>Dec. 30/90</u>	<u>June 30/91</u>	<u>Dec. 31/91</u>
Less than three (3) hours worked	1.77	1.78	1.88
Three (3) hours but less than six (6) hours worked	2.14	2.16	2.28
Complete six (6) hours evening shift	2.60	2.62	2.76
<i>Night Differential</i>			
Less than three (3) hours worked	2.75	2.77	2.92
Three (3) hours but not over six (6) hours worked	3.07	3.10	3.27
Over six (6) hours worked	3.37	3.40	3.58
<i>Saturday Shift Differential</i>	9.25	9.33	9.83

ARTICLE 22 -- DIFFERENTIALS (continued)

22.06 An employee who is temporarily assigned to a management position will in no case receive less than ten percent (10%) above her/his basic rate of pay.

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ARTICLE 23 'E' LIVING EXPENSE & TRANSPORTATION ALLOWANCE

23.01 (a) When considered necessary by the Company, or requested by an employee, the Company shall, unless impossible, provide transportation to such employee's place of residence when she/he finishes work at or after 11:00 p.m., or transportation from her place of residence when she is required to report for duty in an emergency, between the hours of 11:00 p.m. and 7:00 a.m. Such transportation shall not be provided beyond a five mile radius from the office in which the employee works; therefore employees residing outside this five mile radius will only be entitled to receive Company sponsored transportation within the limits of the five mile radius. Such employees will be responsible for paying their own transportation costs for any distance exceeding the five mile radius.

(b) Employees who are required to work overtime which terminates after sunset but: before midnight shall. if required be provided with a taxi voucher to the maximum amount of \$7.00.

23.02 The Company shall provide and pay the cost of a reasonable standard of board and lodging for all employees who are required to work, or receive training, outside their normal headquarters: as herein defined, including the following periods, provided the employees remain at the working location:

(a) All days on which no scheduled work is provided.

(b) Time lost on the job through stress of weather, lack of materials or tools, and other similar causes of delay.

(c) In cases of sickness or non-occupational accident to an employee, which it is expected will cause time loss exceeding one (1) week, and where the employee remains at the working location, the employee's supervisor shall refer the matter of board expense, with his recommendations, to the Department Head for ruling. When the employee is eligible for benefits, such instances come under the jurisdiction of the Worker's Compensation Board or the Employee's Benefit Committee, as the case may be (See Article 26 of this Agreement).

ARTICLE 23 - LIVING EXPENSE & TRANSPORTATION ALLOWANCE
(continued)

- (d) Temporary transfer to another headquarters.
- (e) Single accommodations will be provided to employees under the following conditions:
 - (1) When single accommodations are available in the locality where work is being performed.
 - (2) Where single accommodations are requested by the employee concerned.

23.03 Employees working temporarily away from their normal headquarters over a meal period shall receive a meal at the Company's expense on the terms set out herein:

- (a) Reimbursements limits per day for in-province meals are outlined in 23.03(f).
- (b) When an employee qualifies for (3) meals in one day, the daily limits as outlined in 23.03(f) shall apply.
- (c) Signed receipts for all in-province meals for which reimbursement is requested will be required before payment will be made.

Receipts will not be required for out-of-province meals .
- (d) An overtime meal allowance as provided in 17.05 and as defined in 23.03(f) will be paid with no receipts required.
- (e) Employees working outside their normal headquarters may choose to carry their own lunch in lieu of purchasing a noon meal and be compensated at the lunch allowance rate outlined in 23.03(f).

(f)

	<u>Reimbursement t s</u>	
	<u>1991</u>	<u>1992</u>
Breakfast	6.00	6.35
Noon Meal	8.80	9.50
Evening Meal	11.20	12.15
O/T Meal Allowance	8.80	9.50
Lunch Allowance	5.60	5.85

(or where 3 meals in one day are provided)

In-Province		
Daily Limit	26.00	28.00
Out-of-Province		
Daily Limit	34.70	36.25

ARTICLE 23 - LIVING EXPENSE & TRANSPORTATION ALLOWANCE
(continued)

- 23.04 Should an employee who is working away from her/his **normal** headquarters wish to board/lodge elsewhere than at **the** accommodation provided by the Company, she/he may do so after notifying her/his Supervisor, under the following conditions:
- (a) That the accommodation be suitable and within reasonable distance of the work location.
 - (b) That the employee report **for** duty promptly at the time and place assigned by her/his Supervisor.
 - (c) That the rate paid for board shall be a rate that is deemed fair and reasonable.
 - (d) That the rate paid for home board shall be \$26.00 per day with no payments for Saturday, Sunday or Company Holidays unless the employee is scheduled in advance to work on one of these days.
- 23.05 Employees who have worked continuously for a period of at **least** two (2) weeks over fifty (50) miles from their Normal Headquarters, **shall** be entitled to one (1) paid return trip every two (2) weeks to their **homes** or their **Normal** Headquarters, whichever is the lesser amount, This does not apply to employees on loan 'to other Companies or **Organizations** or to employees on course outside the provinces of Prince Edward Island or Nova **Scotia**. Periods of absence due to vacations, sickness, leave-of-absence or other similar reason, are not to be included when determining the period of continuous work away from Normal Headquarters.
- 23.06 In the cases where the Company pays the employee's board and lodging and on **weekends** that do not come within Clause 23.05 above, the employee may, subject to the approval of the Company, return to her/his home for the weekend and the Company will pay or **contribute** toward the amount of transportation expense to the **employee's** home or her/his headquarters whichever is the lesser amount, up to the amount of any savings in board and lodging accruing to the Company **asa** result of the absence of: such employee on the weekend.
- 23.07 'Time spent: travelling will not be paid and employees are 'expected to arrange their **trips** so as not to interfere with their working schedules.
- 23.08 Employees will only receive paid transportation when they make actual trips to their homes. Cash equivalent will not be paid to employees who elect to **stayat** the site of their work.

ARTICLE 23 - LIVING EXPENSE & TRANSPORTATION ALLOWANCE

(continued)

23.09 Employees travelling from one reporting centre to another will be paid for such time at basic wage rates exclusive of (a), (b) and (c) below.

Travelling time to and from course of instruction shall not be regarded as time travelling from one reporting centre to another. Employees travelling for this purpose shall be paid for time spent travelling at basic wage rates exclusive of (a), (b) and (c) below.

(a) Time out of working hours proceeding to or from transportation; the time allowance being that for the journey only, less deductions (b) and (c).

(b) Night travelling between 10:00 p.m. and 7:00 a.m., when sleeping accommodation is provided by the Company.

(c) One hour for each meal provided while travelling, or on arrival.

23.10 Employees driving or travelling on Company business from one reporting centre to another after regular hours in company owned or hired vehicles shall be paid at the appropriate overt ime rate of pay.

23.11 The Company Shall not pay employees for time spent driving or travelling in Company vehicles, or otherwise, when going to and from the mid-tour- meal.

ARTICLE 24 - WORK PERFORMED BY MANAGEMENT

24.01 The Company does not expect or intend Company management personnel or persons appointed to acting management **positions** to do work which is normally carried out by employees. However, occasions -may arise, such as, in training demonstrations, restoration or maintenance of service in an emergency, and other occasions when in the **Company's judgement** Company **management** personnel or persons appointed to acting management positions must **perform such** work. These occasions should be considered exceptions and not normal operating practice.

ARTICLE 25 - EMPLOYEE INFORMATION

- 25.01 The Company will provide clearly delineated space on existing bulletin boards on the stated property locations for use by the Union for posting notices with respect to Union activities. (Charlottetown Head Office, Charlottetown Workcentre, Charlottetown Central Office, Summerside Central Office, Summerside Workcentre.)
- 25.02 The Union agrees to post only factual notices, reports and announcements pertaining to Union meetings, elections, nominations, appointments, finances, or recreational and social activities.
- 25.03 The Union agrees that nothing contrary to the interests of the Company or in contravention of the spirit and intent of this Agreement shall be posted. Should the Company believe that posted material is not in accordance with the provisions of this Article, such material may be removed by the Company or will be brought to the attention of a Local Officer of the Union, and all such material wherever posted shall be removed by the Union immediately after such notification, and shall not be re-posted.
- 25.04 PUBLICATION AND DISTRIBUTION - Sufficient copies of this Agreement shall be printed to provide a copy for every member and such additional copies as the Company and the Union require. The cost of publication to be divided equally between the Company and the Union. The Company will distribute the Agreements at the time of publication.
- 25.05 Employees will be given a copy of their "Personnel Performance Review," and they will be permitted to discuss details of their record with their foreman or supervisor.
- Once an employee has been given this information, it will be her/his responsibility to maintain her/his own file, and the information will not be provided by the Company again. The Company agrees to provide to the employee updated material as it is recorded in the employee's file.
- 25.06 The President and Executive Representative of the Union shall be placed on the distribution list to receive updated copies of General Circulars which pertain to matters covered by this Collective Agreement.

ARTICLE 26 - SICKNESS, ABSENCE & BENEFITS

26.01 All regular employees who have completed three or more consecutive months of continuous employment and who are unable to work due to sickness or accident, provided that such regular employees are not entitled to compensation for such loss of time under the provisions of the Worker's Compensation Act, will be paid at basic rates for the period of absence up to one (1) week. In such cases, a medical certificate to the effect that the regular employee is unable to work may be required. Based on the supervisor's knowledge of the circumstances of the particular case, a medical certificate may not be required.

26.02 Payment for absences beyond one week will be made in accordance with the terms of the Employees' Benefit Plan to eligible regular employees who have more than three (3) months' continuous service. A doctor's certificate is required before any payments can be made under the terms of the Benefit Plan.

26.03 Supervisory employees are specifically instructed to see that all employees suffering from sickness when away from their homes or employees meeting with accidents shall receive prompt and proper attention and accommodation, and in cases where payment for the same is not covered by regulation, such matter shall be referred with recommendations to the Department Head for ruling.

26.04 All regular employees who are, or will be, reported on Workers' Compensation shall be paid for a period of thirteen (13) weeks the difference between what they receive in compensation and their basic wage rate at time of disability.

Employees with ten (10) or more years of service, will after thirteen (13) weeks on Workers' Compensation, be eligible to receive the difference between this benefit and their basic wages for an additional number of weeks until their total period on Workers' Compensation is equal to the total number of full weeks benefit they are entitled to under the terms of the Employees' Benefit Plan. Total of these benefits not to exceed 52 weeks.

ARTICLE 26 - SICKNESS, ABSENCE & BENEFITS (continued)

26.05 Regular employees with insufficient service to receive any benefits and regular employees who are ill for a longer period than is covered by their benefits **may** be granted leave-of-absence without pay for the duration of their illness provided it does not exceed one (1) year. The period of leave-of-absence shall be deducted from the employee's service for all purposes.

26.06 The immediate supervisor may **authorize** wage payment to regular employees for occasional absent time arising from illness of a member of the family. Absences of this type should be of brief duration, only long enough to arrange for someone to **take** over the **responsibilities** and duties of the ill person. One day or less per occurrence should usually be adequate.

Requests to and **authorization by** the immediate supervisor will not be unreasonably made or withheld.

To qualify for wage payment!;, such situations must be unforeseen.

26.07 The Company agrees not to diminish the general level of benefits currently being provided under the Employees' Benefit Plan without consent of the **Union** for the terms of this Agreement. Should legislation, regulation or **any** similar circumstances beyond the Company's control affect **any of** these plans, the Company shall **retain** its right to modify them accordingly.

ARTICLE 27 - WITNESS, JURY DUTY & ELECTION

- 27.01 An employee will be excused from work without loss of basic pay while serving on Jury Duty or as a subpoenaed witness during the period actually occupied as such. No extra time or overtime will be allowed for time spent in these public duties.
- 27.02 Employees having the right to vote during Federal, Provincial and Civic Elections shall, on request be granted time off with pay in accordance with the Federal, Provincial or Civic Laws.

ARTICLE 28 - BEREAVEMENT LEAVE

- 28.01 (a) Employees shall suffer no loss of basic pay for absence from work during the:
- (1) Four (4) working days immediately following the death of their husband, wife, common-law spouse (more than one (1) year), common-law children, step-children, son or daughter.
 - (2) Three (3) working days immediately following the death of their father, mother and guardian, brother or sister.
 - (3) Two (2) working days following the death of their mother-in-law, father-in-law, brother-in-law, sister-in-law, grandfather, grandmother, grandchild or any other member of their family regularly living with or being provided for by the employee.
- (b) For purposes of subparagraph (a) above, where the employee is notified of the death prior to her commencement of work, such day shall be counted as the first day of bereavement leave. Where, however, the employee receives notice of the death after she has started work, the following day shall be counted as the first day of such bereavement leave, although the employee will be able to leave work without loss of basic pay should she receive such notice before her workday is concluded.
- (c) Under special circumstances or when extensive travel is involved, the Company may, upon request, grant an employee an extension of paid bereavement leave beyond the days provided in (a) above and such request will not be unreasonably made or denied. In no case, however, shall the paid bereavement leave exceed five (5) working days.
- (d) An employee's Supervisor may, upon request, grant any employee time off without loss of basic pay to attend a funeral of a person not specifically listed above: the maximum time allowed for this purpose shall be one (1) day. Such request shall not be unreasonably withheld.
- (e) Days on which a bereaved employee is on vacation shall be counted as working days for purpose of this article and vacation time shall be rescheduled.

ARTICLE 29 - MATERNITY LEAVE OF ABSENCE AND CHILD CARE LEAVE

29.01 Employees who have completed six (6) months of continuous **service** will be granted leave of absence for maternity and child care as provided under the Canada Labour Code::

- (a) The leave of absence will be without pay.
- (b) Pension, health and disability benefits and **seniority** will accumulate during the period of the **leave** of absence. Where a monetary contribution is normally required of an employee for the employee to be entitled to any benefit referred to in this clause, the employee is responsible for and must, within a reasonable time, pay the monetary contribution.
- (c) An employee who is pregnant is entitled to and shall be granted a leave of absence from employment of up to seventeen (17) weeks, which may commence not earlier than eleven (11) weeks prior to the estimated date of her confinement and end not later than seventeen (17) weeks following the actual day of her confinement.
- (d) Where an employee has or will have the actual care and custody of a new born child, that employee is entitled to and shall be granted a leave of absence from employment of up to twenty-four (24) **weeks** commencing as the employee elects:
 - (i) in the case of a female employee:
 - (A) on the expiration of any leave of absence from employment taken by her under paragraph (c) above,
 - (B) on the day the **child** is born, or
 - (C) on the day the child comes into her actual care and custody, and
 - (ii) in the case of a male employee,
 - (A) on the expiration of **any** leave of absence from employment taken in respect of the child by a female employee under paragraph (c) above,
 - (B) on the expiration of any leave of absence from employment taken in respect of the child by a female employee who is entitled to such leave on account of her pregnancy under the laws of the province of Prince Edward Island.

ARTICLE 29 - MATERNITY LEAVE OF ABSENCE AND CHILD CARE LEAVE
(continued)

(C) on the day the child is born, or

(D) on the day the child comes into his actual care and custody.

(e) Where an employee commences legal proceedings to adopt a child or obtains a legal order for the adoption of a child, that employee is entitled to and shall be granted a leave of absence from employment of up to twenty-four (24) weeks commencing on the day the child comes into the employee's care.

(f) The aggregate amount of leave of absence from employment that may be taken by two employees under paragraphs (d) and (e) above shall not exceed twenty--four weeks.

29.02 Every employee who intends to take a leave of absence from employment under this article shall:

(a) give at least four (4) weeks notice in writing to the Company unless there is a valid reason why such notice cannot be given and

(b) inform the Company in writing of the length of leave intended to be taken

(c) give at least four (4) weeks notice in writing to the Company of any change in the length of leave intended to be taken unless there is a valid reason why such notice cannot be given.

29.03 No employee shall be required to take a leave of absence from employment because she is pregnant unless the employee is unable to perform an essential function of her job and no appropriate alternative job is available for that employee. A pregnant employee who is unable to perform an essential function of her job and for whom no appropriate alternative job is available may be required to take a leave of absence from employment only for such time as she is unable to perform that essential function. The burden of proving that a pregnant employee is unable to perform an essential function of her job rests with the Company.

29.04 An employee who intends to take a leave of absence from employment under this article is entitled, upon written request, therefore to be informed in writing of every employment, promotion or training opportunity that arises during the period of leave for which the employee is qualified.

ARTICLE 29 - MATERNITY LEAVE OF ABSENCE AND CHILD CARE LEAVE
(continued)

- 29.05 When an employee returns from any leave of absence under this article, that employee will be reinstated in the position that the employee occupied when the leave of absence commenced. Where for any valid reason the Company cannot reinstate an employee in the position referred to in this article, the Company shall reinstate the employee in a comparable position with the same wages and benefits and in the same location.
- 29.06 The company will not dismiss, suspend, lay-off, demote or discipline any employee because the employee is pregnant or has applied for leave of absence under this article. Neither will the Company take into account the pregnancy of an employee or the intention of an employee to take a leave of absence from employment under this article in any decision to promote or train the employee.
- 29.07 In addition to the Canada Labour Code, the following provisions apply:
- (a) Employees who have taken leave of absence under 29.01 (c) and 29.01 (d), and who so request, will be granted a child care leave of absence of an additional eleven (11) weeks. It is understood, however, that the Company will not be responsible for the continuation of benefits, and seniority referred to in 29.01 (b) above, beyond the period of leave provided for in the Canada Labour Code.
 - (b) The Company may, at any time, request a pregnant employee to provide a doctor's certificate stating she is able to continue to work. All employees returning to work after childbirth are required to provide a doctor's certificate stating they are able to resume their normal duties.

ARTICLE 30 - PART-TIME

Definition

30.01 **PART-TIME EMPLOYEE** means a Regular **Employee** as defined in Clause 7.14.

Holidays

30.02 part-time employees receive holiday pay, in proportion to the hours normally worked, for Company holidays which fall on a day on which they are normally scheduled to work:.

Floating Holiday

30.03 Part-time employees who have worked at least three (3) continuous months may choose one day per calendar year mutually acceptable to themselves and the Company for a Floating Holiday. Pay for the day will be for the number of hours **scheduled** to be worked on that day.

Holiday

30.04 **Part-time** employees working in centres where a specific date has been set for a Civic: Holiday and who would have normally worked had **the** day not been a holiday are entitled to receive their basic wage for the day.

Overtime

30.05 Part-time employees receive overtime, at the applicable rate, for hours worked over 7.5 per day or 37.5 per week. An employee who works, for example, 5 hours per day Monday to Friday would not receive overtime for hours **worked** on Saturday unless the total hours worked in that week exceed 37.5.

Pay Treatment

30.06 Saturday Pay: Part-time **employees** receive straight time for hours worked on Saturday unless all or a portion of the hours worked cause the total hours worked during that week to exceed 37.5. Should this be the case, the appropriate overtime rates would apply. The Saturday differential may also apply.

Sunday Pay: Part-time employees who are scheduled to work for any period between midnight Saturday and midnight Sunday receive "**Sunday Premium Time**" for the hours worked. They are also entitled to receive shift differentials.

Probation

30.07 On their initial entry into **the** Company, part-time employees serve a probation period of six (6) calendar months regardless of the number of days or hours worked per week.

ARTICLE 30 - PART-TIME i n u e d)

Progression

30.08 Part-time employees. are entitled to progressions as described in Clause 15.06.

Relief Periods

30.09 Part-time employees who work a full 7.5 hours per day are entitled to two (2) 15 minute breaks per day, one in the morning and one in the afternoon.

A part-time employee whose complete shift is four (4) hours without a meal break will receive a 15 minute break while an employee whose complete shift is five (5) hours will receive a twenty (20) minute break.

Service

30.10 Part-time employees will have service and seniority determined on a prorated basis in accordance with the proportion of full-time hours worked.

Severance Pay

30.11 Where a part-time employee is eligible for severance pay under provisions of this collective agreement, it shall be paid prorated to their basic weekly wage.

Vacation

30.12 Part-time employees will be entitled to vacation as shown in Clause 19.04 based on their net credited service.

For the purpose of annual vacation selection, part-time employees shall have their seniority dates adjusted as at the end of the last pay period of the previous calendar year.

Wages

30.13 Part-time employees shall be paid that proportion of the wage rate that equals to the proportion of the regular hours which they work. Extra hours will be paid for at straight time. (See Clause 30.05).

Limitations

30.14 The Company agrees that part-time employees are to be used only for part-time operational requirements, and that whenever practical, such positions shall be combined in order to create full-time positions. The number of part-time employees shall not exceed six (6). The scheduled hours of work per week shall not be less than fifteen (15) hours.

Genera

30.15 All other provisions of the Collective Agreement apply to part-time employees except where they conflict with the provisions of this Article or where it is specifically stated that the provision does not apply to part-time employees.

ARTICLE 31 - TERMS OF AGREEMENT



- 31.ox This Agreement shall be effective from the thirtieth (30th) day of December, 1990, and shall continue in force and effect (subject to the provisions of Clause 30.2 below) until the twenty-sixth (26th) day of December, 1992, and thereafter until terminated by three (3) months' notice, given in writing by either part to the other.
- 31.02 This Agreement may be cancelled, amended or superseded by a new agreement at any time by the mutual consent of both parties hereto.
- 31.03 Upon receipt of any notification requesting any change whatsoever in the existing Agreement, the parties hereto agree to meet within thirty (30) days of receipt of such notification for the purpose of considering *the matter to which such notification refers. In the meantime pending the conclusion of such negotiations, the existing Agreement shall remain in full force and effect, unless specifically cancelled by one of the parties hereto by regular notification as provided in Clause 31.04 below.
- 31.04 Any notice of cancellation of this Agreement shall be made in writing by either party to the other within three (3) months of the expiry date. In the event of either party desiring to negotiate a new agreement, the parties shall arrange to meet for negotiations as soon as possible after notice of cancellation has been served.

IN WITNESS THEREOF the parties hereto have executed this Agreement by their duly authorized officials the day and year first above mentioned:

Signed in the presence of:

ISLAND TELEPHONE CO. LTD.

James V. New Zealand

D. R. Livingstone
President & Chief Executive Officer

James V. New Zealand

B. Braintree
Corporate Services Manager

James V. New Zealand

D. B. MacKenzie
Personnel Assistant

THE COMMUNICATIONS AND
ELECTRICAL WORKERS OF CANADA

A. MacPherson

A. L. Cook
C.W.C. - National Representative

A. MacPherson

J. S. MacGhee
Local Union President

A. MacPherson

B. J. Rogers
Local Union Vice-President

THE ISLAND TELEPHONE COMPANY LIMITED
CLERICAL WAGE SCHEDULE
WEEKLY RATE IN DOLLARS

EFFECTIVE December 30, 1990

STEP	GRADE	5	GRADE	6	GRADE	7	GRADE	8
1	3	28	7	6	349.76	371.50		394.16
2	335.09		356.16		378.59		401.62	
3	3	4	3	10	367.34	393.93		417.71
4	3	5	8	7	5	384.19	412.43	437.16
5	374.27		401.03		431.39		457.05	
6	390.94		418.86		450.17		476.78	
7	407		.53	437.75	471.53		499.20	
8	4	2	4	3	9	456.48	492.80	521.52
9	4	4	0	8	8	476.47	514.83	544.66

5, 27/10

House Service: 315.22

EFFECTIVE June 30, 1991

STEP	GRADE	5	GRADE	6	GRADE	7	GRADE	8	
1	331.83		353.03	9.41	374.97	10.00	397.85	10.61	
2	3	3	8	2	3	357.49	9.53	382.13	10.19
3	3	4	6	3	1	370.78	9.89	397.61	10.60
4	362.11		387.78	10.34	416.29	11.10	441.25	11.77	
5	377.77	404.78	10.79	4	3	5	4	2	11.61
6	3	9	4	6	0	422.78	11.27	454.38	12.12
7	4	1	1	3	4	441.85	11.78	475.94	12.69
8	4	2	8	3	4	460.85	12.29	497.41	13.26
9	445.00		480.93	12.82	519.65	13.86	549.75	14.66	

9345

House Service: 318.16

EFFECTIVE December 29, 1991

STEP	GRADE	5	GRADE	6	GRADE	7	GRADE	8
1	349.75		372.09	9.92	395.22	10.54	419.33	11.18
2	356.49		376.79	10.05	402.77	10.74	427.27	11.39
3	365.01		390.80	10.42	419.08	11.18	444.38	11.85
4	381.66		408.72	10.90	438.77	11.90	465.08	12.40
5	398.17		426.64	11.38	458.93	12.24	486.23	12.97
6	415.91		445.61	11.88	478.92	12.77	507.22	13.53
7	433.55		465.71	12.42	501.64	13.38	531.08	14.16
8	451.49		485.63	12.95	524.27	13.98	554.83	14.80
9	469.03		506.90	13.52	547.71	14.61	579.44	15.45

5470

House Service: 335.34

APPENDIX "B"

LIST OF JOB TITLES AND GRADES

<u>GRADE</u>	<u>JOB TITLE</u>
5	Clerk Typist General Clerk
6	Central Office Clerk Clerk Typist Dispatch Clerk General. Clerk Service Bureau Clerk
7	Coin Centre Clerk Control Centre Clerk Assignment and Service Order Clerk Dial Assignment Clerk Facilities Admin. Clerk Facilities Clerk Senior Clerk Plant Admin. Clerk Development Forecasting Clerk Repair Service Bureau Clerk ✓ Phone Center Representative ✓
8	Service Representative Service Representative ✓ - Sales ✓ Service Representative ✓ - Mobile ✓ O.P. Engineering Clerk Senior Facilities Clerk Admin. Universal Employee ✓

PAY EQUITY

MEMORANDUM OF AGREEMENT

between

ISLAND TELEPHONE COMPANY LIMITED

and

LOCAL 401
COMMUNICATIONS WORKERS OF CANADA

The Company and *the Union shall establish a joint Union-Management Pay Equity Committee. This Committee will meet during regular working hours and with the appropriate resource information make recommendations about the selection, adaptation or development of a job evaluation plan for pay equity purposes, taking into account the ease with which it could be applied to the jobs covered by the bargaining unit as well as the composite of skill, effort, responsibility and working conditions of job classes within the bargaining unit.

This Committee shall be composed of four (4) representatives, two (2) from the Company and two (2) selected by the Union. The Committee will meet within three (3) months of the signing of this collective agreement and shall report to the Union and the Company within a further six (6) months to determine the appropriate course of action to be taken including the possibility of extending the committee's mandate in any manner deemed appropriate.

It is understood that certain confidential information made available by the Company and so identified to the Committee will remain confidential and be used only to carry out the Committee's mandate and cannot be used for any other purpose.

SIGNED AT Charlottetown THIS 28th DAY OF August 1991

FOR THE COMPANY:

[Signature]
[Signature]
[Signature]

FOR THE UNION:

[Signature]
[Signature]
[Signature]



The Island Telephone Company Limited

69 Belvedere Avenue
P.O. Box 820
Charlottetown
Prince Edward Island
Canada C1A 7M1

(902) 566-0150
Envoy: BPMACINTYRE
Faxcom: (902) 566-4665

Bernie P. MacIntyre
General Manager
Corporate Services

LETTER OF INTENT

August 1, 1991

Sheldon MacPhee
President
Communications and Electrical
Workers of Canada
Island Tel
Summerside, PEI

Dear Mr. MacPhee:

Subject: minimum Qualifications

This is to confirm an agreement to establish a joint union/management committee to propose reasonable, minimum qualifications for jobs in the clerical bargaining unit.

The committee will consist of two managers and two members of the bargaining unit. Meetings will begin within three months and minimum qualifications will be established within six months of signing the collective agreement.

Yours truly,

Bernie P. MacIntyre
General Manager
Corporate Services

BPM:jam

CLERICAL AGREEMENT

LETTER OF INTENT

Sheldon MacPhee
President
Communications and Electrical
Workers of Canada
Summerside, PEI

Dear Sir:

As a result of discussions on issue!; relating to the use of temporary employees, it is the Company's intention for the duration of this Collective Agreement to apply the following guidelines for the utilization of temporary employees.

1. Hire temporary employees for specific purposes and for specific periods of time. (As per Article 7.03 of this Agreement).
2. Provide the Union with notification of temporary employee hirings. (As per Article 7.03 of this Collective Agreement).
3. The use of temporary employees will be restricted to:
 - (a) Seasonal demand, vacation backfill and Summer Student Program.
 - (b) Replacement of regular or probationary employees temporarily
 - (I) working in another classification, or
 - (II) training, or
 - (III) off due to illness or injury, or
 - (IV) holding an acting position
 - (V) on maternity or child care leave.
 - (c) Specific Company Promotions (i.e. Fall Sales Campaign).
 - (d) Specific projects.
 - (e) The Company will not lay off a temporary employee who works at a specific job in a specific location and hire another temporary employee to work at the same specific job in the same specific location just to avoid re-classification.
4. Any other use of temporary employees other than described above will be by mutual agreement between the Company and the Union.

B. P. MacIntyre
General Manager
Corporate Services