

**COLLECTIVE AGREEMENT**

**BETWEEN**

**C C ONS, EI AND  
K UNION OF CANADA**

**(CEP)**

**AND**

**BELL CANADA**

04026 (04)

**CRAFT AND SERVICES EMPLOYEES**

**EFFECTIVE JANUARY 5, 1994**

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THIS AGREEMENT is made in duplicate this 5th day of  
January 1994.

BETWEEN:

the COMMUNICATIONS, ENERGY  
AND PAPERWORKERS UNION OF  
CANADA the duly certified bargaining  
**agent**, hereinafter referred to as the  
"Union",

OF THE FIRST PART;

and

BELL CANADA, hereinafter called the  
"Company"

OF THE SECOND PART.

## WORKPLACE REORGANIZATION

The CEP and Bell Canada face an unprecedented period of future change in markets, competition, technology, and employee values and expectations. Past success is no guarantee for this future and the organization and its workplace must change accordingly. There are substantial strengths within the Company and the Union which can be built on successfully. As the parties jointly face the challenges of the future, they share the following values:

- customer-focus;
- the overriding value of people as a resource;
- quality and continuous improvement;
- a continuous learning environment;
- union-management partnership;
- employee diversity;
- positive human interactions.

The overall goals of the organization are world-class communications products and services, employment security, and local initiative and self-direction based on principles and constructive joint relationships rather than rules or restrictive practices.

The parties agree to a continuing objective of simplifying the contract and the creation of more flexible collective agreements. The parties agree to meet periodically to discuss the need for any modifications based on current needs to the collective agreements or to consider and develop new approaches for inclusion during bargaining for renewal of the collective agreements. In addition, the Company and the Union jointly accept the proposition that this evolutionary process is a key element in building trust.

The parties agree that it is in the best interests of the Company, unionized employees, customers, and shareholders for Bell Canada to evolve its organization to one which is more participative, team-based, customer-focused, competitive, quality-driven and process-oriented. Such an organization is based on joint and participative workplace teams, jointly authorized by the parties, which share common goals, values and priorities; which are well-trained, well-informed, flexible, versatile, and are provided with the necessary resources.

To oversee the progress of change in Bell Canada, the parties agree to the establishment of a Corporate Steering Committee and two (2) Provincial Working Committees. Operating by consensus, senior executive officers from the Company and the Union will work together on these joint committees thereby ensuring the commitment of both parties to moving forward on workplace reorganization, consistent with the approach reflected by the general recommendations and strategies contained in the Report of the CEP/Bell Canada Task Force on Workplace Reorganization dated August 23rd, 1993. The Corporate Steering Committee will ensure that assessments of progress made in each province are conducted as appropriate. The Committee will first meet within three (3) months following the signing of the Collective Agreement.

The parties recognize that stable, continuous employment is a mutual interest and goal and jointly agree to utilize every practicable means to assure it within the constraints of competitive, economic, and regulatory realities. Fundamental to achieving progress on workplace reorganization is the commitment of the parties that employee participation in such activities is voluntary and will not cause loss of employment, status, or benefits.

Should the Company decide to proceed with a sale of business involving work which falls within the scope of the collective agreement, the Company agrees to initiate discussions, at the Corporate Steering Committee level, to establish a transition process with the aim of limiting, as much as possible, the impact of the sale on transferred employees and the Company's operations. It is agreed that the Company will not be opposed to any application for certification involving CEP members transferred as a result of the sale of business, subject to applicable legislation.

## **ARTICLE 1 - RECOGNITION AND SCOPE**

**1.01** The Company agrees to recognize the Union as the sole collective bargaining agent for employees covered by this Agreement.

**1.02** This Agreement shall apply to all Craft and Services employees of the Company covered by the certification order of The Canada Labour Relations Board dated May 28, 1976. 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.

## **ARTICLE 2 - DISCRIMINATION**

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



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2.02 The Company and the Union agree that they will not intimidate or unlawfully discriminate against an employee for reasons of that employee's pregnancy, age, marital status, disability, sex, sexual orientation, race, creed, colour, national origin, political affiliation with a legitimate political party or for exercising any rights under this Collective Agreement.

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2.03 The Company and the Union are committed to working together to ensure a workplace which is free from harassment. The parties further agree that no employee should be subjected to racial or sexual harassment or shall be required to tolerate being subjected to such harassment while at work.

2.04 Use in this Agreement of masculine or feminine gender shall be construed as including both male and female employees, and not as specific sex designations.

### ARTICLE 3 - DEDUCTIONS

#### Union Dues

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3.01 Subject to the provisions of this Article, the Company will deduct an amount equivalent to the regular monthly union dues from the pay of all employees in the bargaining unit. All present employees shall pay union dues and all employees hired or transferred into the bargaining unit shall pay union dues within 30 days of their hiring or transfer, as a condition of employment.

3.02 The Company agrees that all regular dues deductions will be processed on a monthly basis with the deduction being made in the second pay period of each month.

**3.03** As soon as possible after the end of each month, the Company will remit to the Secretary-Treasurer of the Communications, Energy and Paperworkers Union of Canada, by cheque, the amount so deducted. In addition, the Company will provide a list where possible by Local, showing the amount deducted from each employee. It is the responsibility of the Union to notify the Company, on a form approved by the Company, of the Local to which each employee pays dues.

**3.04** The amount of regular monthly union dues shall be such amount as may from time to time be certified to the Company for each Local by the Secretary-Treasurer of the National Union.

**3.05** Regular monthly union dues means the dues established by each Local as the monthly dues payable and shall not include any other amount such as initiation fee, insurance premium or special levy.

### **Humanity Fund**

**3.06** (a) The Company will deduct on behalf of all employees in the bargaining unit, an amount from their pay equivalent to one cent per regular hour worked for the purposes of the Humanity Fund. Where an employee objects to the above-mentioned deduction, and the Company is informed of such in accordance with the provisions of section 3.07, this amount shall not be deducted.

(b) This deduction from pay will be processed on a monthly basis and will be remitted to the account of the registered charitable organization designated as the CEP Humanity Fund, as soon as possible after the end of each month.

3. When an employee objects to the above-mentioned deduction, he shall notify in writing the Regional Vice-President of the CEP. The employee shall also inform in writing the Director of Industrial Relations, of the name, occupation and work location of the employee who objects to the above-mentioned deduction for the purposes of the Humanity Fund. The Union recognizes its full responsibility in that respect.

#### General

**3.08** The Company will cease making such deductions when an employee is assigned to a position not covered by this Agreement with the exception of employees who are assigned to an acting or temporary management position.

**3.09** When an employee does not have sufficient earnings in respect to any month to permit deductions, the Company shall not be obligated to make such deductions from subsequent earnings.

**3.10** It is understood and agreed that the Union will save the Company harmless from any and all claims which may be made against it by any employee, or on behalf of any employee, or employees, for amounts deducted from wages as provided in this Article.

#### ARTICLE 4 - UNION REPRESENTATION

**4.01** The number of Local Union representatives, including Local Officers, Chief Stewards and Stewards shall not exceed 700.

**4.02 (a)** The Union agrees to notify the Company in writing of the names of Local Officers, Chief Stewards and Stewards, and identify the Company operating unit each represents, and to Inform the Company in the same manner of any changes or substitutions. A Local Officer, Chief Steward or Steward shall not act as such during working hours until the Company has been notified of his appointment.

(b) Where a Steward is unable to represent the employees in his local, another Steward in that local may be substituted in his place and the Company shall be so informed.

(c) Chief Stewards and Local Officers may, in addition to their normal duties under this Agreement, handle grievances at Step 3 and at arbitration for employees in the Operator Services and Dining Service Bargaining Unit represented by the Union, who are in their Local.

**4.03 (a)** Before changing the status of any Local Officer, Chief Steward or Steward, who is to continue in the Company's employ, so as to render him ineligible to represent his voting unit, such Local Officer, Chief Steward or Steward shall be allowed reasonable time to transfer his duties as a Local Officer, Chief Steward or Steward to his successor.

(b) Except where the provisions of Article 11 or Article 16 apply, where a Steward or a Local Officer is selected for a relocation which would render him ineligible to represent his voting unit and there is another employee in the same functional group, within the same reporting centre and who possesses the same qualifications, the Steward or Local Officer shall be given the option of accepting or rejecting the relocation providing the

remaining employees at the reporting centre from which the relocation is to be made are qualified to perform the work remaining

4.1 The Company agrees that the permission for representation of the Union to attend the C premises will not be unreasonably withheld

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3) The Company shall grant a leave of absence of up to 12 months in one year, without pay, to an employee requesting such leave to assume full-time employment with the Union.

(a) Such leave of absence shall be renewed by the Company at the request of the Union.

(b) An employee on such a leave of absence shall continue to accumulate net credited service to a maximum of three years

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4.07 Leaves of absence without pay of up to two weeks duration shall be granted to employees at the request of the Union subject to the following conditions:

(a) the total of such leaves in a calendar year shall not exceed 325 weeks;

(b) the granting of such leaves shall be subject to service requirements;

(c) the leave of absence shall not be used for the solicitation of members for the purpose of certification;

(d) a written request for such leave must be submitted to the Company at least two weeks prior to the commencement of the leave, and a copy forwarded to the Director of industrial Relations (CEP).

**4.08** The Company will pay an employee who is on leave of absence pursuant to section 4.07, on behalf of the Union, at his basic rate of pay for the duration of the leave of absence. Any amount so paid by the Company will be billed to the National Union monthly and the Union shall remit that amount to the Company within 30 days of receipt of the bill.

## ARTICLE 5 - TIME ALLOWANCE

**5.01** (a) An employee having a grievance or complaint, or a potential grievance or complaint, may confer with his Union Steward or with Management during his scheduled working hours, and

(b) Union Stewards, Chief Stewards or Local Officers may handle grievances, or attend meetings with the Company, during their scheduled working hours, without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof provided, however, that each employee, Union Steward, Chief Steward or Local Officer must arrange with his immediate supervisor, subject to service requirements, for all time off the job required for the above purposes

(c) Any grievance related activities other than those referred to in this section are to be considered as other union business and the provisions of section 5.03 shall apply.

**5.02** An authorized Bargaining Representative of the Union may have time off for purposes of bargaining without deduction of the time worked for the Company, and without deduction of wages in respect thereof provided that such time is actually devoted to collective bargaining, but only

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until the expiry date of the Collective Agreement, or the date that conciliation assistance is requested, whichever is later. All time off required after the expiry date of the **Collective Agreement** or the date that conciliation is requested will be without pay and subsection 5.03 (d) shall apply.

**5.03** (a) A Union Steward, may attend, up to a maximum of five working days for each absence, to other business of the Union without deduction of the time **so** occupied in the computation of time worked for the **Company**, provided that it is the business of the bargaining unit covered by this Agreement.

(b) Chief Stewards or Local Officers may attend, up to a maximum of five working days for each absence, to other business of the Union without deduction of the time **so** occupied in the computation of time worked for the **Company**, provided it is the business of the bargaining unit covered by this Agreement or of the Operator Services and Dining Service bargaining unit represented by the Union.

(c) All time off required pursuant to subsections 5.03 (a) or 5.03 (b) will be granted without pay; however,

(d) the **Company** will pay the Union Steward, Chief Steward or Local Officer, on behalf of the Union, at his basic rate of **pay** for all **time** off to attend to other business of the **Union**. Any amount so paid by the **Company** will be **billed** to the National Union **monthly with** an accompanying statement of account and the **Union** shall remit that amount to the **Company** within **30** days of receipt of the **bill**.

**5.04** (a) Time off pursuant to this Article shall be granted only following a formal request to management, on a form supplied by the Company. Such request shall contain the reason the time off is required, the name of the grievor requesting the meeting and the name of the grievor's foreman (if appropriate),, a telephone number where the person requesting the time off can be reached and the estimated duration of the time off the job requested. Such request will not unreasonably be denied, but it is recognized that service requirements make it impractical at times to grant the request; in such cases, the Union Steward, Chief Steward or Local Officer requesting the time off may be replaced by the nearest available Union Steward, Chief Steward or Local Officer from amongst those designated by the Union as a replacement.

(b) Where a portion of an employee's scheduled vacation falls at the same time as a National Convention or the Bargaining Caucus of the Union to which he, is elected to attend, that portion of the employee's vacation may be rescheduled for an available time on the vacation schedule.

**5.05** [a] it is understood that Union Representatives have work to perform for the Company and any time spent on Union matters during working hours will be devoted only to Union business as provided for in this Agreement. In keeping with that understanding it is also agreed that Union Representatives have a legal obligation to provide proper representation, and time off for Union business will not unreasonably be withheld. Both the Union and the Company agree that the granting and use of time off the job will not be abused.



(b) The Director of Industrial Relations (CEP) and the appropriate Directors - Industrial Relations (CEP) will meet, quarterly if required, with the President and Vice-Presidents of the Union to review alleged abuses regarding the granting or use of time off the job notwithstanding that a matter to be reviewed is, or may be, the subject of a grievance.

**5.06** One representative of each of the 39 Locals may attend the Bargaining Caucus of the Union without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof, to a maximum of five days; provided however that the Company is given the names of the delegates two weeks prior to the meeting.

## **ARTICLE 6 - EXPENSES**

**6.01** Each party shall bear the expenses incurred by its own Representatives in attending meetings and proceedings contemplated by this Agreement, and all joint expenses incurred in respect of such, meetings and proceedings shall be borne by the parties in equal shares.

## **ARTICLE 7 - STRIKES AND LOCKOUTS**

**7.01** During the term of this Agreement the Company agrees that there shall be no lockouts and the Union agrees that there shall be no slow-down, strike, or any other stoppage of or interference with work, which would cause any interruption of work.

**7.02** The words "Strike" and "Lockout" shall have the meaning given these words in the Canada Labour Code.

## ARTICLE 8 - MANAGEMENT RIGHTS

**8.01** The Company has the ~~exclusive~~ right and power to manage its operations in all respects and in accordance with its commitments ~~and responsibilities~~ to the public, to conduct ~~its~~ business ~~efficiently~~ and to, direct the working forces and without limiting the generality of the foregoing, it has the exclusive right and power to hire, promote, transfer, demote or lay-off ~~employees~~, and to suspend, dismiss or otherwise discipline employees.

**8.02** The Company agrees that any exercise of these rights and powers shall not contravene the provisions of this Agreement.

## ARTICLE 9 - DEFINITIONS

**9.01** "Employee" ~~means a person employed in Bell Canada to do skilled or unskilled manual or technical work in any of the occupations listed in Attachment A attached hereto, but does not include a person who~~

- (1) is employed in a confidential capacity in matters relating to industrial relations, or
- (2) is employed as an occasional employee, or
- (3) exercises Management functions.

(a) "Regular Employee" means an employee whose employment ~~is~~ reasonably expected to continue for ~~longer than two years~~, although ~~such employment~~ may be terminated ~~earlier~~ by action on the part of the Company or the employee.

(b) "Regular Term Employee" means an employee engaged for a specific project or a limited period with the definite understanding that his employment is expected to continue for more than one year but may terminate at the end of the period, upon completion of the project or by application of Article 11 of this Agreement. Details of the engagement shall be provided to the employee in writing at the time of engagement and a copy of this document shall be provided to the Union Steward as soon thereafter as possible. Such employee shall be reclassified as regular in the event that employment exceeds the time of the engagement.

(c) "Temporary Employee" means an employee who was engaged on the understanding that the period of employment was expected to continue for more than three weeks but not more than two years.

A temporary employee, upon accumulating 24 months of time worked as defined in section 9.04, shall be offered a Regular Part-Time position and, upon his acceptance, be reclassified in accordance with the provisions of subsection 10.07 (b) (iii) in the order provided under subsection 10.07 (b). Should the employee refuse this offer, his employment shall be terminated.

(d) "Full-Time Employee" means an employee (regular or temporary) who is normally required to work the basic hours of work as established for his occupation.

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(e) "Part-Time Employee" means an employee (regular or temporary) who is normally required to work less than the basic hours of work for a full employee.

In Force for Term of Present **Collective** Agreement:

A Part-Time employee shall not be construed to occupy, or to have claim to, a Full-Time position by virtue of having worked the basic hours of work established for a Full-Time employee.

Not In Force for Term of Present **Collective** Agreement:

An employee who, as a Regular Part-Time employee, works more than 1665 basic hours of work in a calendar year, exclusive of overtime, shall be offered a Regular Full-Time position and, upon his acceptance, be reclassified in accordance with the provisions of subsection 10.07 (b) (iii) in the order provided under subsection 10.07 (b). Should the employee refuse this offer, he shall remain a Regular Part-Time employee. This provision does not apply to an employee who works on an occupation which is under Wage Schedule 7 of this Agreement.

(f) "Occasional Employee" means an employee who is engaged on the understanding that the period of employment will not exceed three consecutive weeks or 15 days of work in any calendar year.

(g) "Probationary Employee"

An employee shall be considered to be a probationary employee until he has been continuously employed by the Company for six months.

Notwithstanding Article 13 of this Agreement, the Company retains the right to terminate the employment of

a probationary employee who is found by the Company to be unsuitable. Such a termination shall be subject to the grievance and arbitration procedures set forth herein.

The Company agrees to give the employee and his Steward a copy of the notice of termination which shall contain the reasons why, in the opinion of the Company, the employee is found to be

**9.02** "Headquarters" means a locality and its contiguous territory in and from which an employee normally works.

**9.03** "Family" means the grouping of jobs within the various Craft and Services groups as provided in Attachment D of this Agreement.

**9.04** For the purpose of subsection 9.01 (c) and section 9.05, "Time worked" means any period during which a Temporary employee is performing work from October 23, 1988, on a continuous basis, or a non-continuous basis in accordance with the provisions of subsection 9.05 (a) within the same district. For any such period of time worked during a week or portion of a week, the employee shall be credited one calendar week of time worked. This definition shall not be construed as affecting any rights of an employee under the provisions of section 10.01 of this Agreement.

### **Rehiring -Temporary Employees**

**9.05** (a) A temporary employee who has been continuously employed by the Company for six months and whose employment is terminated shall be listed on a rehiring list for former temporary employees in order of

accumulated time worked, and shall remain on the rehiring list for a maximum of six months following the end of his last period of employment.

(b) Prior to hiring a new Temporary employee in a family, headquarters and district, the Company shall offer the position to a former Temporary employee who is qualified to perform the work available and whose name is on the rehiring list of that family, headquarters and district.

(c) A former Temporary employee shall be offered to be rehired, in order of accumulated time worked, into a Temporary position within his family and within the same headquarters and district.

(d) It is the responsibility of a former temporary employee who desires to be rehired to keep the Company informed of his correct address, and to advise the Company within five days of the date of the offer of rehiring as to his acceptance. The former employee shall have ten days from the date he accepted the rehiring offer, to report for duty.

(e) Where a former employee does not accept the offer of rehiring or report for duty within the time limits prescribed in subsection 9.05 (d), he forfeits his rights to be rehired in accordance with subsections 9.05 (a) through (d).

(f) The date of mailing of a registered letter to the employee's last address on Company records shall be the date of the offer of rehiring.

**9.06** Where a former Temporary employee is rehired within his family, headquarters and district, in accordance with the provisions of section 9.05, he shall not be considered to be a probationary employee.

**9.07** The provisions of section 9.05 do not apply to a Temporary employee who has rejected an offer of a Regular Part-Time position in accordance with the provisions of subsection 9.01 (c).

**9.08** The provisions of section 9.05 shall not apply to an employee who is dismissed in accordance with the provisions of Article 13.

## **ARTICLE 10 - SENIORITY**

**10.01** The net credited service date as shown on Company records and as posted on the seniority lists establishes an employee's seniority. The Company agrees that existing rules for determining net credited service, as described in Company practices, will not be changed during the life of this Agreement in a manner that will diminish the net credited service of any employee.

**10.02** All employees covered by this Agreement whose Tier D managers report to the same Tier C manager shall comprise a seniority unit.

**10.03** The exercise of seniority shall be within a seniority unit except as otherwise specifically provided in this Agreement. If two or more employees have the same seniority, the one occupying his present position the longest shall be deemed to have the most seniority.

**10.04** The Company will prepare and post on appropriate Company bulletin boards, on February 1 and August 1, lists showing the seniority of employees within each seniority unit, and their headquarters. One copy of such list will be sent to the local Union office.

**10.05** The Company agrees to advise the Steward concerned where an employee is hired, retired on pension, permanently transferred, temporarily transferred, or assigned to a job location, for five days or more, reclassified, re-assigned, or promoted to a management position. Such advice as well as the employment status of the employee, his occupation and reporting centre will be given to the Steward in writing at the time the employee is informed, or immediately thereafter. The Company further agrees to advise, in the same manner, the Steward concerned of an employee's death, resignation or leave of absence for a period exceeding 30 days.

**10.06** The Company agrees to supply bi-monthly, to designated Local Officers of the Union, the surname and first name on Company records, employment status, occupation, and reporting centre, of all employees, as well as the names of the Tier D, Tier C and Tier B managers and the organization code of the Tier D manager of each employee, -within a district or equivalent operating unit of the Company.

**10.07 (a) (i)** An employee wishing to apply for another job or location shall complete a Form 912B and forward it to the appropriate Regional Employment Centre. The Employment Centre shall forward one copy of the application to the employee concerned and one to the office of the National Union. The remaining copies shall be kept on file for



consideration by the Company in the filling of job openings, it being expressly **understood** that requests will **only** be considered for employees whose performance on their existing job meets job requirements.

- (ii) **Notwithstanding** the above, a Regular Part-Time **employee wishing to apply for Regular Full-Time** status in the same job and location shall also complete a 912B application.
- (iii) An **employee** may have a maximum of **six (6)** active 912B applications at any one time.

**(b)** The candidate to **fill** each job opening must be selected in the following order:

- (i) A 912B applicant requesting a reassignment within his district, with the **exceptions of a job upgrade or a change of status from Regular Part-Time to Regular Full-Time which are dealt with** in accordance with the provisions of subsection 10.07 (b) (ii), where the Company elects to **fill** a Job opening by reassigning an employee.
- (ii) A 912B applicant.
- (iii) An employee reclassified in accordance with the provisions of **subsections 9.01 (c) or 9.01 (e)**.
- (iv) A 912D applicant.

(v) A 912C applicant.

(vi) Any other person

(c) From among the 912B applicants, candidates are to be selected on the basis of the most senior from among those who are qualified, in the following order:

(i) from employees in positions within the same family, having the same occupational title, of the same class, and on the same wage schedule as the job opening,

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(ii) from employees in positions within the same family and on the same wage schedule as the job opening,

(iii) from employees in positions in a different family, having a different occupational title, of the same class, and on the same wage schedule as the job opening,

(iv) from employees in positions in a different family, having a different occupational title, of a different class, and on the same wage schedule as the job opening,

(v) other 912B applicants.

(d) From among 912D or 912C applicants, candidates are to be selected on the basis of the most senior among those who are qualified.

(e) Notwithstanding the provisions of subsections 10.07 (b), 23.02 (f) and of section 33.02, the Company may fill a position within the bargaining Unit in the following order:

- (i) for reasons of health or disability affecting a person employed by the Company in any bargaining unit;
- (ii) where a Company employee returns from another bargaining unit following a placement for reasons of health or disability;
- (iii) where the Director of Industrial Relations (CEP) and the President of the Union agree that a number of employees are surplus. Where no such agreement can be reached, the Company retains its right to invoke the provisions of Article 11;
- (iv) where an employee is involuntarily demoted within the bargaining unit;
- (v) from March 22 of each year, the Company may fill up to three job openings, no more than two of which may be Company initiated promotions, in each six month period in each District of the Company, for the purpose of "employee development", as defined by the Company, in lieu of granting a 912B application for that job opening. The Company shall inform the local Steward,

on a form supplied by the Company, of any job opening so filled for the purpose of employee development

(f) It is understood that service requirements may prevent a successful applicant from immediately assuming date an applicant can be released from his current job will not prevent him from being selected to fill the job opening. Job openings may be filled temporarily pending the final availability of the employee who is to fill the job

(g) The provisions of subsection 10.07 (a) shall not apply to an employee in the 24 month period following his appointment or reassignment, or in the 24 months subsequent to his appointment to a position resulting from a 912B Career Development application

(i) that an employee who is appointed to a position as a result of a 912B application may, during this 24 month period, apply for a job upgrade at that location;

(ii) that an employee in the Centre for the Company.

(h) 912B applications shall lapse, where they have not resulted in the placement of the employee, 24 months after the date of submission of the application. The employee shall be notified two months prior to the lapsing of any 912B application.

(i) For the purposes of subsection 10.07 (b) (i) reassignment ("reassigning") means an employee's assignment to another work location and/or occupation (with the exceptions of a job upgrade or a change of status from Regular Part-Time to Regular Full-Time) within the

employee's district and headquarters or, in the case of an **employee** in Toronto or Montreal, within his **headquarters** and **within a 20** airline km radius from his reporting centre.

**10.08** Notwithstanding the provisions of section 14.12, a Union **grievance** may be submitted in accordance with section 14.11 relating to the **interpretation**, application, administration or alleged violation of subsections **10.07 (b) (iv) and (v)**.

**10.09** (a) **When** a relocation is arranged as a **result of a 912B, C or D application**, the cost of the **relocation** will be borne entirely **by** the employee and that location becomes his **reporting** centre on the first day he reports.

(b) Where an employee is moved as a **result of a 912B application to a reporting centre that is not within the reporting locality of the reporting centre for which he has applied on that 912B application**, the relevant provisions of **Article 23** shall apply. Such a move shall be deemed to be **Company initiated** and not as a result of a 912B application.

**10.10** Notwithstanding the provisions of subsections **10.07 (b) and (e), 23.02 (f) and of section 33.02**, where a former manager, with the exception of an **employee who had been assigned to an acting or temporary management position, is placed into the bargaining unit, the District into which the person is placed will forfeit one of the "employee development" placements as referred to in subsection 10.07 (e) (v) and shall so inform the local Steward.**

## ARTICLE 11 - FORCE ADJUSTMENT

### General

**11.01** When any condition arises which reduces the work load to the extent that, in the Company's opinion, force adjustment is warranted, the following shall apply:

(a) If the contemplated adjustment to the force would involve the lay-off of 50 or more regular employees from the bargaining unit within a period of 30 days, or alternatively the spreading of the equivalent work by part-timing, the Company shall endeavour to reach agreement with the Union as to whether a plan of part-timing, lay-offs, or a combination of the two shall be put into effect.

(b) If the contemplated adjustment to the work force is less extensive than that described in subsection 11.01 (a), the Company shall not resort to lay-off of regular employees or part-timing of regular full-time employees, except with the agreement of the Union.

**11.02** In the event that an agreement as to a plan cannot be reached under subsection 11.01 (a) within a period of 30 calendar days after the matter has been submitted to the Union, the Company may proceed on a plan of lay-off to the extent it deems necessary.

**11.03** It is expressly understood, however, that if the Company proceeds on a plan of lay-off at the expiration of the 30 day period or later as prescribed in this Article, negotiations toward an agreement relating to a force adjustment plan shall be resumed at any time at the request of either party. Similarly, after agreement has

been reached as to a plan of force adjustment either party may resume negotiations at any time in an effort to obtain agreement upon modifications of the plan then in effect

### Temporary Lay-Off

1. 4 (1) Where as a result of the discussions outlined in clauses 11.01 and 11.02 the work force is to be reduced and the Company proceeds on a plan of lay-offs which may be for a period of up to but not exceeding a maximum of 25 weeks the following provisions shall apply.

(2) (a) No regular employee shall be laid off until:

(i) the employment of all regular term ~~and temporary~~ employees is terminated within the affected family and headquarters where lay-off is warranted, and

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(ii) all contractors working within the affected family and headquarters where lay-off is warranted, are released, where Company employees can do the contracted work with a five day familiarization period and when the necessary tools and equipment are available.

(b) Once the temporary lay-off is in effect, no employee shall be hired or transferred into the affected family and headquarters until the end of the lay-off period.

(c) For the purposes of this Article, family(ies) shall mean the family(ies) listed in Attachment D of this Agreement.

(d) The aggregate period of temporary lay-off(s) shall not exceed thirty-two weeks within any calendar year.

### Temporary Lay-Off Procedures

**11.05** The following procedures shall be applied in laying off regular employees:

(1) The most junior employee(s) in the affected occupation within the headquarters, will be identified as surplus provided those to be retained on the basis of seniority are qualified to perform the work remaining. 27  
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(2) The identified surplus employee will have the option of accepting lay-off or a reassignment. Any reassignment in these circumstances shall be made by the Company only if the employee is qualified to perform the required work within such period of time as may be reasonably required but in any event not more than ten working days familiarization period, and provided that such assignment can be made without displacing a more senior employee. The reassignment shall be made only in the following order:

(a) by displacing the most junior employee in another occupation of the same classification, in the same family within the same headquarters, 27  
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(b) by displacing the most junior employee in another occupation of a lower classification, in the same family and within the same headquarters.

(3) The Company will attempt to place, in accordance with subsection 11.05 (2), each of the identified surplus employees commencing with the most senior.

(4) Those employees eventually constituting the final surplus list shall be laid off.

(5) Any employee reassigned to an occupation of a lower classification, in accordance with paragraph (b) of subsection 11.05 (2), shall continue to be paid at his previous salary rate for the duration of such reassignment.

**11.06** Upon completion of a temporary lay-off, all laid off employees shall be guaranteed a recall by the Company in accordance with sections 11.14 to 11.18.

### **Long Term Lay-Off**

**11.07** Where as a result of the discussions outlined in sections 11.01 and 11.02 the work force is to be reduced and the Company proceeds on a plan of lay-offs which are expected to be in excess of 25 consecutive weeks, the following provisions shall apply:

**11.08** No regular employee shall be laid off until:

(a) the employment of all regular term and temporary employees within the headquarters is terminated, and

(b) all contractors working in the territory served by the headquarters are released, where Company employees can do the contracted work with a five day familiarization period and when the necessary tools and equipment are available.

### **Long Term Lay-Off Procedures**

**11.09** The following procedures shall apply in laying off regular employees:

(1) The most junior employee(s) in each job classification affected in the seniority unit within the headquarters will be identified as surplus provided those to be retained on the basis of seniority are qualified to perform the work remaining.

(2) The most senior of such employees shall have the option of accepting lay-off or a reassignment. Any reassignment in these circumstances shall be made by the Company in the following order:

- (a) to his job classification in another seniority unit within the same headquarters provided the employee is qualified to perform the required work and provided such assignment can be made without displacing a more senior employee,
- (b) first to the same position and then to another position or job classification within the employee's seniority unit for which the employee is qualified to perform the required work within such period of time as may be reasonably

required, but in any event not more than ten working days familiarization period, and provided that such assignment can be made without displacing a more senior employee,

- (c) to another position or job classification in another seniority unit within the same headquarters provided the employee is qualified to perform the required work within such period of time as may be reasonably required, but in any event not more than ten working days familiarization period, and provided that such assignment can be made without displacing a more senior employee,
- (d) an employee having five or more years of net credited service, who cannot be assigned in accordance with paragraphs (a), (b) or (c) of subsection 11.09 (2) may be assigned to an occupation of his job classification in another seniority unit in a headquarters adjacent to his own, provided the employee is qualified to perform the required work and provided such assignment can be made without displacing a more senior employee.

(3) An employee assigned in accordance with paragraph (b) or (d) of subsection 11.09 (2) shall be eligible to living and transportation expenses in accordance with sections 24.01 and 24.02 for a period not to exceed 90 days, provided he reports for work in a headquarters other than his own.

(4) The Company will attempt to place, in accordance with subsection 11.09 (2) each of the identified surplus employees commencing with the most senior.

(5) Those employees eventually constituting the final surplus list shall be laid-off.

#### Information Lists

**11.10** The Company agrees to provide the Union with ~~the following information~~ as soon as possible after such information becomes available:

(a) a list of all employees who have been identified as surplus including their occupations and headquarters;

(b) a list of all employees who have, been displaced, including their previous job title and their new job title;

(c) a final list of surplus employees who shall be laid off including their occupation and headquarters;

(d) a revised seniority list in accordance with section 10.04 of this Agreement;

#### **Benefits Coverage - Temporary Lay-Off**

**11.11** The Company agrees to maintain the eligibility of a laid off employee during the entire period of a temporary lay-off to:

(a) credit for service

the: (b) participation, without payment of premium, in

(i) Comprehensive Medical Expense Plan

(ii) Vision Care Plan

(iii) Dental Plan

(c) Survivor Protection Program, providing the employee prepays the applicable premiums prior to the commencement of a lay-off.

**Benefits Coverage -  
Long Term Lay-Off**

**11.12** The Company agrees to treat the first 30 days of a long term lay-off as a leave of absence and to maintain the eligibility of a laid off employee during that period to:

(a) credit for service

the: (b) participation, without payment of premium in

(i) Comprehensive Medical Expense Plan

(ii) Vision Care Plan

(iii) Dental Plan

(c) Survivor Protection Program, providing the employee prepays the applicable premiums prior to the commencement of a lay-off.

## Reassignment or Transfer

**11.13** An employee displaced under section 11.09 shall have the opportunity to be reassigned or transferred, or may at the Company's direction be reassigned or transferred, ahead of any applicant, to his former position at his original reporting centre prior to the recall of any laid off employee at that location.

## Recall Procedures

**11.14** (a) Employees who are on a temporary lay-off shall be listed on a family-wide recall list within the headquarters in seniority order and so maintained. They shall be recalled in inverse order of lay-off within their family provided they are qualified to perform the work available.

(b) Employees who are on a long term lay-off shall be listed on a headquarters-wide recall list in seniority order. Where a recall is warranted, the eligible employees shall be recalled in inverse order of lay-off within a headquarters provided they are qualified to perform the work available.

**11.15** When an employee is recalled to a reporting centre other than his reporting centre at the time of lay-off, he may choose, subject to section 11.17, to refuse recall until a job is available at his original reporting centre, provided the position to which he was recalled can be filled by another employee on lay-off with less seniority who is qualified to perform the work. If an employee is recalled to a reporting centre other than his reporting centre at the time of lay-off, the provisions of section 11.13 shall apply.

11.13 It is the responsibility of a laid off employee who is to be recalled within the terms above to keep the Company informed of his correct address, and to advise the Company within ten days of the date of recall as to his address.

11.17 The Company may assume that failure on the part of any laid off employee to notify the Company within ten days concerning his acceptance of an offer of recall, or to perform duties within 15 days of the date of the offer or the offer date as mutually agreed upon by the employee and the Company, shall constitute a rejection of the offer and the employee shall be deemed to have resigned.

11.18 The date of mailing of a letter of recall to the employee's last address of record shall constitute an offer of recall.

#### **Lay-off Allowance Plan - Temporary and Long Term Lay-Off**

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11.19 Regular employees who are laid-off in accordance with this Article for a reason other than technological change, shall be granted lay-off allowance under the Lay-Off Allowance Plan.

11.20 Except as otherwise provided in section 11.22, a regular employee's total lay-off allowance entitlement during a period of lay-off shall be as follows:

**Net Credited Service  
on Date of Lay-Off**

**Lay-Off  
Allowance  
Entitlement**

Less than 1 year	0
1 year but less than 2 years	3 weeks
2 years but less than 3 years	4 weeks
3 years but less than 4 years	5 weeks
4 years but less than 5 years	6 weeks
5 years but less than 6 years	7 weeks
6 years but less than 7 years	8 weeks
7 years but less than 8 years	9 weeks
8 years but less than 9 years	10 weeks
9 years but less than 10 years	11 weeks
10 years but less than 11 years	13 weeks
11 years but less than 12 years	14 weeks
12 years but less than 13 years	15 weeks
13 years but less than 14 years	16 weeks
14 years but less than 15 years	17 weeks

*100  
22  
22  
= 58*

Three weeks' additional pay for each full year of service in excess of 15 years of net credited service

**11.21** (a) The Lay-Off Allowance Plan becomes operative at the time the employee applies for and qualifies for Unemployment Insurance benefits and upon receipt of proof that he receives such benefits.

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(b) Each week's benefit shall be equivalent to 90% of the employee's regular weekly pay at time of lay-off in the case of a regular full-time employee, and equivalent to 90% of the average earnings in the four pay periods preceding lay-off in the case of a regular part-time employee, less Unemployment Insurance benefits entitlement.

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**11.22** (a) In addition to the Lay-Off Allowance Plan referred to in section 11.19, a regular employee who is on a temporary lay-off shall be granted, during the first two (2) weeks of such a temporary lay-off:

(i) an allowance equivalent to 40% of his regular weekly pay at time of lay-off in the case of a regular full-time employee;

or,

(ii) an allowance equivalent to 40% of his average earnings in the four pay periods preceding lay-off in the case of a regular part-time employee.

(b) Notwithstanding the provisions of subsection 11.23 (a), when a regular employee on a temporary lay-off has used up his lay-off allowances as provided under section 11.20, the Company will again grant him an allowance in accordance with paragraph (i) or (ii) of subsection 11.22 (a) for the remaining portion of the temporary lay-off, up to the maximum authorized by the applicable legislation.

**11.23** Lay-off allowances will cease as follows:

(a) When lay-off allowance entitlement is used up.

(b) When the employee reports for work subsequent to recall.

(c) When the employee fails to report for work after recall.

(d) When the employee is disentitled or disqualified from U.I.C. payments.

(e) When the employee obtains other employment.

(f) If the employee resigns.

**11.24** Lay-off allowance payments shall be based on the employee's established weekly schedule of work hours (excluding overtime) in effect as of the date of lay-off. The rate of pay used in such computations shall be the employee's basic rate of pay in effect at the date of lay-off.

#### **Reinstatement of Lay-off Allowance Benefits - Long Term Lay-off**

**11.25** An employee who has been recalled following a period of long term lay-off and is again laid-off on a long term basis prior to completing one year of continuous service after the date of return to work shall be granted a lay-off allowance pursuant to section 11.20 based on his overall net credited service after deducting the amount he received from his previous lay-off.

### **ARTICLE 12 - SAFETY AND HEALTH**

**12.01** Both parties to the present Agreement recognize the need to ensure the safety and protect the health of all employees.

**12.02** It is the Company's responsibility to adopt and introduce, as circumstances may require, reasonable procedures and techniques to provide for the safety and

health of employees while at work. The Union may make suggestions regarding safety for consideration by the Company.

**12.03** It is the **employee's** responsibility to take, in accordance with the Company rules and procedures, all reasonable and necessary precautions for his own safety, including the use of all appropriate safety clothing and equipment when required by those procedures. No **employee** shall be required to work in an unsafe manner or to use unsafe tools, vehicles or equipment.

**12.04** An invitation shall be given to the Union Steward to attend **any** accident investigation meeting involving an employee **whom** he represents. The Union Steward may **delegate** another Steward from the same local or an **employee** representative from the local Safety and Health Committee to replace him at the meeting so that either a Union Steward or the **designated employee representative** may attend the meeting, **but not both**. An invitation shall also be extended to the Local Officer where, in the opinion of Management, the Local Officer may contribute to the development of recommendations that **will** prevent similar accidents in the future.

**12.05** The Company shall pay for all safety equipment that employees are required to wear except for safety footwear.

Where **employees** are required by the Company to wear safety footwear the Company agrees to pay for each employee

(a) the full cost to a maximum of \$30.00 for one pair of overshoes to fit safety boots or safety shoes, per year, and

(b) the full cost to a maximum of \$90.00 for one pair of safety boots per year (\$110.00 for the safety boots of Line Technicians) or

(c) the full cost to a maximum of \$55.00 for one pair of safety shoes per year.

**12.06** (a) **The Corporate Safety and Health Committee** is composed of two members who are employees in the Craft and Services bargaining unit and two members who are employees in the Operator Services and Dining Service bargaining unit represented by the Union, and four representatives of the Company. Additionally, two Regional Vice-Presidents of the Union, or their designates and two other representatives of the Company may attend the deliberations of the Committee as "ex officio" members.

(b) **The Corporate Safety and Health Committee**, which may meet quarterly, is responsible for establishing its own rules and procedures as well as the rules and procedures of the local Safety and Health Committees (Craft and Services), their scope of responsibility, frequency of meetings and any other similar matter.

(c) Except for the number of Committees and the frequency of meetings, the rules for both the Corporate and local Safety and Health Committees, as referred to in subsection 12.06 (b), shall mean the powers and obligations of joint Safety and Health Committees found in Part II of the Canada Labour Code.

(d) Notwithstanding the provisions of Article 14, any contestations relating to the interpretation, administration or operation of the procedures agreed to by the parties for both the Corporate and local Safety and Health Committees shall not be submitted to the grievance

procedure. This subsection does not apply to the provisions contained in Attachments A and B of the agreed procedures relative to both the Corporate and local Safety and Health Committees.

(e) It is clearly understood that relevant safety and health issues that have implications that transcend local concerns will be referred to the Corporate Safety and Health Committee together with any notes dealing with that Issue.

**12.07** There shall be 27 local Safety and Health Committees (Craft and Services). These Committees are composed, in equal numbers, of employees and representatives of the Company.

### **ARTICLE 13 - DISCIPLINARY AND NON-DISCIPLINARY ACTION**

**13.01** No employee shall, for disciplinary or non-disciplinary reasons, receive a written reprimand or a written warning, be suspended, demoted or dismissed, except for just cause.

**13.02** (a) The Steward or Chief Steward shall, unless the employee objects, be invited by the Manager 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 section 13.01. Where the Steward or Chief Steward invited by the Manager to attend is not scheduled to work at the time the meeting is to be held he may be replaced by the nearest available Steward representing the bargaining unit, from amongst those designated by the Union as a replacement.

(b) Where circumstances require the spontaneous imposition of discipline, the Company undertakes to advise the employee's Steward or Chief Steward as soon after as possible.

**13.03** The Company agrees to provide the employee and his Steward with written notification of the imposition of any measure referred to in section 13.01, and the reasons for such measure, at the time it is taken or as soon thereafter as possible.

**13.04** An employee may grieve, in accordance with Article 14, the imposition of any measure referred to in section 13.01 which he feels was imposed without just cause.

**13.05** In the case of a dismissal, the matter may be referred directly to the second step of the grievance procedure as provided in Article 14.

**13.06** All measures referred to in section 13.01 which are imposed for a breach of discipline shall form and become part of the disciplinary record of that employee.

**13.07** An employee shall have the right to inspect his disciplinary record annually after making suitable arrangements with his Manager. The employee and/or his Union Representative shall also have the right under the same conditions to inspect the disciplinary record, where the employee grieves the imposition of discipline or a dismissal at the first step of the grievance procedure and at the third step if so requested by the Union. For grievances taken up at the second step pursuant to section 13.05 the second step shall be treated as the first step in the grievance procedure for purposes of inspecting the disciplinary record.

**13.08** The period accorded to an employee in which to effect improvement shall not exceed six months.

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**13.09** The record of all measures referred to in section 13.01, which were imposed for a breach of discipline, shall be removed from an employee's disciplinary record after two years

### Security Interviews

**13.10** The Steward or Chief Steward shall, unless the employee objects, be invited by management to attend a Security interview whenever an employee is interviewed by a representative of the Company Security Council

**13.11** The employee, unless he objects, shall be granted immediately prior to a Security interview a maximum of 15 minutes to confer with his Steward or Chief Steward.

**13.12** When present at the interview, the Steward or Chief Steward shall attend as an observer to the process and not as a participant.

## ARTICLE 14 - GRIEVANCES

### Definitions

"Grievance" shall mean a statement that is submitted in accordance with the applicable procedure contained in this Article and which sets out any difference relating to the interpretation, application, administration or alleged violation of any provision of this Agreement.

"Complaint" shall mean an issue relating to matters not regulated by this Agreement which a grievor seeks to have adjusted under the provisions of this Article.

"y", for purposes of this Article, shall mean any day that is not Saturday, Sunday or one of those holidays described in Article 20 of this Agreement.

Grievor shall mean the employee concerned, a local of the Union or the Company

### Grievance Procedure - Individual Grievances

#### Step 1

**14.01** A grievance shall be submitted within 30 days from the time the employee knew or could reasonably be expected to have known of the event allegedly giving rise to the grievance,

(a) to the first level of management by:

- (1) the employee alone,
- (2) the employee accompanied by the Steward, or,
- (3) the Steward alone, provided the grievance is signed by the employee. The first level of management, receiving a grievance submitted in accordance with the above, shall acknowledge its receipt by signing it and recording the date the grievance was submitted.

or



(b) in the case of a grievance which alleges sexual harassment, the matter may be referred directly to Step 2 of the Grievance Procedure.

**14.02** The first level Manager shall convene a meeting and render his decision orally within five days of receipt of the grievance. He shall sign and date the grievance form.

### **Step 2**

**14.03** When the grievance has not been settled at Step 1, it may be submitted by a representative of the Local, to the third level of management within 15 days of the disposition of the matter at Step 1.

**14.04** The third level Manager shall meet with two representatives to be designated by the Union and, if deemed necessary by either party, the grievor, and shall render his decision within 15 days of being advised of the grievance. A written statement of position shall be entered by the third level Manager on the grievance form.

### **Step 3**

**14.05** When the grievance has not been settled at Step 2, it may be submitted to the Company Grievance Committee within 30 days of the disposition of the matter at Step 2.

**14.06** A notice of intention to appeal to the Company Grievance Committee shall be forwarded to the Director of Industrial Relations (CEP), and shall include a written statement of the Union's position, signed and dated by an Officer or employee of the National Union. A copy of this statement shall be attached to a copy of the grievance form.

**14.07** The Company Grievance Committee shall meet with Union Representatives in an attempt to resolve the shall furnish the Union within 30 days of receipt of the notice of the intention to appeal, with a written statement of the resultant grievance settlement, or, if no settlement has been achieved, of the Company's final position.

**14.08** The Company Grievance Committee shall consist of not more than four people. Union representation at meetings with the Company Grievance Committee shall be limited to four people of which not more than two shall be employees of the Company. In addition, if deemed necessary by either party, the grievor may attend.

#### Company or Union Grievances

**14.09** Either party may submit to the other, grievances relating to the interpretation, application, administration or alleged violation of any provision of this Agreement, and which are general in nature and for which a general remedy is sought, within 30 days of the action or circumstances allegedly giving rise to the grievance, or within 30 days from the date on which the grievor knew, or reasonably ought to have known of such event.

**14.10** This procedure shall not be used for processing individual grievances.

**14.11** A Company or a Union grievance shall be processed in accordance with the intent of the provisions of the Individual Grievance Procedure and within the applicable time limits, provided always that:

(1) in the case of a grievance concerning a practice, procedure, event or circumstance having less than Company-wide application, the parties may mutually

agree to waive the meeting and decision at a particular step and submit the grievance within three days of such a decision to the next subsequent step.

(2) in the case of a grievance concerning a practice, policy, event, or circumstance which has Company-wide application, it shall be submitted directly by the President of the Union, or an Officer of the Union, to the Director of Industrial Relations (CEP), or if a Company grievance, by the latter to the former. The submission and the processing of such a grievance shall be in accordance with the intent of Step 3 of the Individual Grievance Procedure.

### **Time Limits**

**14.12** It is the mutual desire of the parties hereto that grievances be resolved as quickly as practicable. Time limits are prescribed for this purpose.

**14.13** Any grievance not submitted in conformity with the mandatory time limits prescribed in this Article shall be deemed to have been abandoned and cannot be continued or re-opened. If the Company fails to respond, (or, in the case of a grievance by the Company, where the Union fails to respond), or if a grievance is not settled at Steps 1 or 2 within the prescribed time limits, the grievor may proceed immediately to the next Step. Time limits may be extended only by mutual agreement in writing.

### **General**

**14.14** A grievance shall be in writing, on a standard form approved by the Company, and shall include:

- (a) the grievor's name and occupation

(b) the date of the event giving rise to the grievance

(c) the nature of the grievance, including loss or detriment alleged to have been suffered

(d) the remedy sought from the Company

(e) the Article(s) alleged to have been violated

**14.15** A grievance shall not be deemed to be invalid prior to Step 2 by reason only of the fact that the grievance form was not properly completed with respect to the information stipulated in section 14.14.

**14.16** When a grievance or complaint is being handled by a representative of the Union, the Company will not endeavour to settle the grievance or complaint with the employee involved without prior notice to the representative. Where, after such notice, an interview between the employee and management is to take place, the employee shall have the right to be accompanied by a representative. No such grievance or complaint will be deemed to have been settled without the concurrence of the employee's Union representative.

**14.17** The right of any employee, or group of employees at any time, to present their personal grievances or complaints to management through the regular supervisory channel is not restricted by this Agreement, except when such grievance or complaint is being handled, or has been handled, by the Union.

**14.18** A Manager convening a meeting in accordance with sections 14.02 or 14.04, may have another management representative in attendance.

**14.19** At any step in the grievance procedure a grievance may be settled by:

- (a) upholding the Company's action
- (b) reversing the Company's action
- (c) any other arrangement which is acceptable to the parties

If not settled in the grievance procedure the grievance may be referred to an Arbitration Board under Article 15.

### **Complaint Procedure**

**14.20** (a) A complaint may be submitted orally except that where submitted to the third level of management or above, it shall be in writing.

(b) Oral warnings or reprimands may not be the object of a complaint or grievance.

**14.21** A complaint shall follow the steps and observe the time limits provided in this Article for the processing of Individual Grievances, or Company and Union Grievances, as appropriate.

**14.22** Subject to section 14.23 it is agreed that a written statement of settlement, or failing settlement, a written statement of Company position, at Step 3 shall constitute the final resolution of the complaint.

**14.23** Where, prior to a Step 2 meeting, the Union alleges that the subject matter of a complaint is a difference relating to the interpretation, application, administration or alleged violation of any provision of this Agreement, it,

Union shall identify the provision of the Agreement allegedly violated and that matter may then be pursued as a grievance

## ARTICLE 15 - ARBITRATION

**15.01** When a grievance relating to the interpretation, application, administration or alleged violation of any provision of this Agreement is still unresolved after the grievance procedure has been exhausted, there shall be **no stoppage of work, but the Union or the Company may institute arbitration proceedings in the manner, and subject to the terms, set forth below.**

**15.02** It being agreed that the right to arbitration does not extend to any matters other than those expressly mentioned in section 15.01 of this Article, either party may, within 30 calendar days of the expiry of the disposition of the matter at Step 3 of the grievance procedure; but not later, institute arbitration proceedings by written notice to the other party. The shall matter at issue and shall state in what respect the Agreement has been violated or misinterpreted by reference to the Article or Articles relied upon, or state in what respect the application or administration of the Agreement is being contested. The notice shall also stipulate the nature of the relief or the remedy sought.

**15.03** (a) The party instituting arbitration proceedings shall, in the notice referred to in section 15.02, suggest the names of three neutral persons any one of whom it is prepared to accept as Chairman of an Arbitration Board.

(b) The recipient of the notice referred to in section 15.02 shall, within ten days, notify the other party of:

- (i) its acceptance of one of the persons proposed by that party to act as Chairman of an Arbitration Board, or
- (ii) suggest the names of other neutral persons it proposes to act as Chairman of an Arbitration Board.

(c) Where, within 30 days of the sending of the notice referred to in section 15.02, or such period as the parties may agree, the parties fail to agree on a Chairman, either party may apply to the Minister of Labour for Canada to appoint as Chairman a person knowledgeable and experienced in the interpretation of written collective agreements. That party shall send a copy of the application and the name of its nominee to the other party and such party shall, within 10 days, advise the other party of the name of its nominee.

(d) Where the procedure described in subsection 15.03 (c) is followed, subsection 15.04 (b) does not apply.

**15.04** Where a Chairman has been chosen pursuant to section 15.03,

(a) the arbitrator shall suggest dates on which to commence the hearing of the matter in dispute. Such dates shall be, as set in 60 days of the receipt of the hearing or such longer period the parties may agree;

(b) each party shall be responsible for naming its own nominee to the Arbitration Board, ensuring that the nominee is available on the date scheduled to commence

he hearing of the matter in dispute, and will advise the  
the party; the Chairman ten days prior to the date  
scheduled for the hearing of the matter in

(c) The Arbitration Board shall, on the day  
scheduled pursuant to subsection 15.04 (a), meet to hear  
the matter at issue unless the parties and the Chairman  
agree on another date on which to commence the hearing;  
and

(d) where the hearing of the matter is to be  
completed in one day, it will be scheduled, insofar as  
possible, to continue within 30 days of the date of the first  
hearing, or such longer period as the parties may agree

### Single Arbitrator

**15.05** Where a grievance resulting from a disciplinary  
action under section 13.01 is referred to arbitration, the  
Union may, in the notice referred to in section 15.02 notify  
the Company of its request to proceed before a single  
Arbitrator. If the Company so agrees, the single Arbitrator  
shall be selected in accordance with subsections 15.03 (a)  
to 15.03 (c) inclusive. Sections 15.07 to 15.13 inclusive  
shall apply to grievances heard by a single Arbitrator.

### Expedited Arbitration Process

**15.06** Where the matter at issue is one relating to the  
alleged violation of section 13.01, it may be submitted to  
the following process of expedited arbitration:

(a) The Arbitration Boards will be established  
jointly to, and dependent on, the availability of  
nominees who shall be mutually agreed to by the parties.  
Both parties shall be responsible for ensuring the  
availability of their nominee to the Arbitration Board.



(b) Unless the parties mutually agree to a lesser number of days, three days in each calendar month shall be scheduled on dates mutually agreed to by the parties, as potential hearing days, for a period of six months in advance, for each of the succeeding six months.

(c) The Union shall assign to these Arbitration Boards, no later than three weeks prior to its sitting, the grievance(s) to be heard. No more grievances than can reasonably be heard within the sitting days provided in that month may be referred to that Arbitration Board.

### General

**15.07** Where the matter at issue is one relating to the alleged violation of section 13.01, the Arbitration Board, subject to the terms of this Agreement, has the power to:

(a) uphold the penalty,

(b) reverse the penalty, or

(c) modify the penalty in a just and reasonable manner based on the evidence before it.

**15.08** The decision of the Arbitration Board shall be made within 60 days of the first hearing unless the parties otherwise agree or unless owing to circumstances beyond the control of the Arbitration Board it is not practicable to make a decision within the 60 days.

**15.09** It is the intention of the parties to adhere to the time limits expressed in this Article but the failure of an Arbitration Board to do so does not affect the jurisdiction of the Board to continue with and complete the arbitration proceedings.

**15.10** If at Step 3 of the grievance procedure the parties are unable to agree as to whether the matter at issue is one relating to an alleged violation of section 13.01, the procedure described in sections 15.05 and 15.06 shall not apply.

**15.11** The Arbitration Board 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 its decision it shall be bound by the terms and provisions of this Agreement

**15.12** Each party shall pay the fees and expenses of its own nominee and one-half the fees and expenses of the Chairman and of any clerk or stenographer whom the Board of Arbitration may require. Except as aforesaid, each party shall bear all expenses incurred by it whether of witnesses, the attendance of witnesses and representatives, exhibits or otherwise.

**15.13** The decision of the Arbitration Board shall be final and binding on the parties, but such decision shall not have retroactive effect prior to the date of the occurrence on which the grievance is based. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairman shall govern.

## **ARTICLE 16 - TECHNOLOGICAL CHANGE**

**16.01** "Technological Change" in this Article means:

(a) the introduction by the Company in its business of equipment or material of a different type or kind than that previously utilized by the Company in the operation of its business and

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

**16.02** The Company agrees to consult with the Union in order to assist employees whose terms and conditions of employment are affected by any technological change to adjust to such changes.

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*4*  
**16.03** Whenever the Company proposes to effect a technological change that is likely to result in the termination of employment of 50 or more employees within the bargaining unit, it shall give notice of the technological change to the Union at least 120 days prior to the date of any such termination. The notice shall be in writing and shall state:

(a) the nature of the technological change

(b) the date upon which the Company proposes to effect the technological change

(c) the approximate number and type of employees likely to be affected by the technological change

(d) the locations where the technological change will have effect.

The Company further agrees to meet with the Union at the time such notice is given in an endeavour to reach agreement on an alternative to termination.

**16.04** Where within 12 months of the date on which the Company effected, in a location, a technological change for which notice is required under section 16.03, the Company requires a further reduction of the work force in

that location as a result of the ongoing effects of ~~that~~ technological change, the provisions of sections 16.02 and 16.05 to 16.11 inclusive shall apply to the employees affected.

**16.05** in the event the Company and the Union are unable to reach agreement within 30 days of the Union being notified, in accordance with section 16.03, an affected employee may:

(a) elect to accept termination of service in accordance with section 16.08, or

(b) elect to invoke the lay-off provisions of section 11.09 and subsequent sections of Article 11.

**16.06** Whenever the Company proposes to effect a technological change the impact of which is less extensive than that described in section 16.03, the Company shall not resort to lay-off or pari-timing of full-time employees, except with the agreement of the Union.

**16.07** All employees with six or more months net <sup>22</sup> credited service shall not be subject to lay-off or termination due to technological change, but may elect <sup>6</sup> termination in accordance with the provisions of section 16.08, as an alternative to being re-assigned or transferred. For employees with less than six months of net credited service, any lay-off or recall resulting from technological change shall be made in accordance with the relevant provisions of Article 11, and termination allowance shall be paid, where applicable, in accordance with the provisions of section 16.08.

**16.08** (a) Termination allowances in amounts computed in accordance with subsection 16.08 (c) shall

be paid to ~~employees~~ whose service is terminated by the Company and the termination is directly attributable to a technological change. unless:

- (i) the employee is retiring on pension where the Company has been advised, in advance of the notification of technological change given pursuant to section 16.03, of his intention to retire on pension.
  - (ii) the employee is leaving the service at the compulsory retirement age and is eligible to a deferred annuity.
- (b) Termination allowances will not be paid to employees who are dismissed for misconduct, or resign.
- (c) The amount of termination allowance paid in accordance with this Article will be computed as follows:

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+ 57

**Termination Allowance**

Net Credited Service

<u>Period Completed</u>	<u>But Less Than</u>	<u>No. of Weeks Pay</u>
	2 years	2
2 years	3 years	4
3 years	4 years	6
4 years	5 years	8
5 years	6 years	10
6 years	7 years	12
7 years	8 years	14
8 years	9 years	16
9 years	10 years	18
10 years	11 years	21
11 years	12 years	24
12 years	13 years	27
13 years	14 years	30
14 years	15 years	33
15 years	16 years	36

For each subsequent  
6 month period:


16 years through 25 years  
From 25 years

33  
96

2      32  
2 1/2 ← 50

**16.09** If an employee with six months or more net credited service is transferred or re-assigned as a result of technological change to a position or occupation different from the one immediately prior to the transfer and the basic rate of pay for the new position or occupation is lower, the employee so transferred will receive a "Transfer

**Indemnity" paid as a lump sum calculated on the basis of the differential between the rates of pay for a period of twelve months.**

 **16.10** If an employee is transferred to another locality as the result of technological change and in accordance with the provisions of section 22.01 or paragraph (iv) of subsection 23.02 (c), the provisions of section 22.09 shall apply.

**16.11** (a) An annuity shall be available to an eligible employee who has been displaced from his job as a result of technological change and to whom the provisions of section 16.07 apply. Such an employee shall be eligible if the job displacement results in a termination of employment and the termination occurs to an employee who has 15 years' or more of service and who is not eligible to a deferred annuity under the terms of the "Plan for Employees' Pensions, Disability Benefits and Death Benefits" as amended to 1 January 1975. The amount of the annuity payable to an employee shall be calculated in accordance with the formula used to determine the amount of a deferred annuity payable under the terms of the Plan and payable at the time provided in the Plan.

(b) An employee's entitlement to the annuity provided in subsection 16.11 (a) ceases where

- (i) the employee becomes eligible to a deferred annuity under the Plan as a result of any applicable law now or hereafter enacted, or any change in the Plan, or
- (ii) the employee, subsequent to his termination of employment, is

re-employed by the Company and becomes eligible to another annuity as provided under the Plan.

**16.12** The Company and the Union agree that Sections 52, 54 and 55 of the Canada Labour Code shall not apply to the parties to this Agreement during its term.

## ARTICLE 17 - WAGE ADMINISTRATION

**17.01** "Basic Rate of Pay" means the amount of money per week, as specified in the applicable wage schedule, which is paid to a full-time employee for working his basic hours of work.

### Rates of Pay for Part-Time Employees

**17.02** The rate of pay for a part-time employee shall be on a pro-rata basis of the rate established for the full-time employees, unless a specific schedule for part-time employees forms part of this Agreement.

### Higher Rates of Pay to Individual Employees

**17.03** A new or transferred employee who has had previous experience, related training or educational qualifications beyond the standard requirements, may be placed at a wage rate commensurate with such experience, training or education. An employee on demotion treatment may be placed at a wage rate commensurate with his service and experience.



### **Demotional Treatment**

**17.04** The Company agrees that it will not change, during the term of this Agreement, the procedures which were in effect on the date of signing this Agreement for determining wage treatment for employees covered by this Agreement who are subject to demotion treatment.

### **Alternative Plans**

**17.05** (a) The Company may, at its discretion, authorize alternative plans, as specified in Attachment C, for a locality. The Company agrees to notify the Union when such alternative

(b) When alternative plans are introduced in a locality all employees on the affected steps of the wage schedule will be paid under the alternative plan. If an alternative plan is removed from a wage schedule, all employees on the plan at the time it is removed will continue to be paid the alternative rate until they reach the step where the alternative and regular plans merge.

### **Wage Increases**

**17.06** (a) Increases shall be granted on the basis of merit as determined by the Company. The time interval specified for each step of a wage schedule is a period during which an employee is under survey as to his capacity and qualifications.

(b) Where, in the opinion of the Company, an employee has not demonstrated sufficient qualifications or capacity to warrant an increase on the basis of merit, he shall be so notified in writing no later than 15 days prior to the due date for the increase. A copy of the notice is to be sent to the employee's Steward.

(c) Where an employee receives a notice pursuant to subsection 17.06 (b) he may, within ten days of receipt of the notice, review, with his immediate supervisor, the reasons for the withholding of the increase. Should the employee, following the review, believe the action is unwarranted, he may take the matter up as a grievance.

**17.07** The time intervals for each step of Wage Schedule 1, 2, 3, 4, 5, 6 and 7 shall be six months.

**17.08** The time intervals specified for each step of the wage schedules shall be computed as follows:

(a) For an employee engaged or re-engaged between the first and fifteenth of the month, from the first day of that month.

(b) For an employee engaged or re-engaged ~~between~~ the sixteenth and the last day of the month, from the first day of the following month.

**17.09** The effective day for an increase shall be the first day of the bi-weekly period closest to the first day of the month.

#### Pay Treatment - Employee Absent

**17.10** (a) Increases or decreases in the basic rate of pay, which an employee would have received had he been on the job, shall not be made effective while he is absent due to leave of absence, accident, sickness or quarantine.

(b) Where, for reasons of accident, sickness or quarantine, an employee is absent for 30 days or less and his progression wage increase is delayed until his return

to work in accordance with subsection 17.10 (a), the effective date of any subsequent progressional wage increase shall not be affected.

(c) Where, for reasons of accident, sickness or quarantine, an employee is absent for more than 30 d and his progressional wage increase is delayed until his return to work in accordance with subsection 17.10 (a), the effective date of any subsequent progressional wage increase shall be calculated from the day the employee returns to work.

(d) Notwithstanding the provisions of subsection 17.10 (c), where an employee is absent for more than 30 days for reason of a leave granted under section 32.01, 32.02 or 32.03, the provisions of subsection 17.10 (b) shall apply.

### **Pay Days**

**17.11** An employee shall be paid every alternate Wednesday at his basic rate of pay for the two-week period ending the Saturday previous to the pay day and for overtime work and other additions in pay during the two-week period which precedes the period for which the basic rate is paid. Pay will be adjusted for unpaid absences which occurred during such earlier two-week period

**17.12** When an employee is required to go to an office of the Company to receive his pay cheque, he may do so during working hours.

**17.13** The rates of pay for any new jobs created during the life of this Agreement shall be negotiated with the Union before being put into effect.

## Promotional Treatment

**17.14** When an employee is promoted to a higher rated job on the same wage schedule:

(a) if the employee is not at the top rate for his classification prior to promotion he shall continue to progress through the schedule in the normal manner until his new top rate is reached;

(b) if he has been less than six months on the top rate for his classification prior to promotion he shall move to the next higher step on the schedule at the expiry of six months from the date he reached the maximum rate for his classification prior to promotion;

(c) if he has been six months or more at top rate for his classification prior to promotion he shall move to the next higher step on the schedule at the time of promotion.

**17.15** When an employee is promoted to a higher rated job in a different wage schedule he shall move immediately to the step on the new schedule which has the same rate as his present wage or, if there is no identical rate on the schedule, to the closest higher rate to his present wage rate. If the employee was not at the maximum rate prior to promotion he shall carry forward any wage credit accumulated towards his next progressional increase. If the employee was at the maximum rate for his classification prior to promotion and his new wage rate is not the maximum for his new classification, he shall be eligible for a progressional increase on the new schedule six months after promotion.

## ARTICLE 18 - HOURS OF WORK

### Definitions

For the purpose of this Agreement,

**18.01** "Basic Hours of Work" means the number of hours of work per day and per week as established by this Agreement and set forth in this Article for full-time employees.

(a) "Tour of Duty" means the time worked by an employee on any working day.

(b) "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 he has been advised in advance.

(c) "Scheduled Work Week" means the scheduled tours of duty comprising the basic hours of work for the week.

(d) "Day Tour" means a tour of duty which falls between the hours of 7:00 A.M. and 6:00 P.M.

(e) "Off-Normal Tour" means a tour of duty, all or a portion of which falls between the hours of 6:00 P.M. of one day and 7:00 A.M. of the following day.

### Full-Time Employees

**18.02** The basic hours of work per day for a full-time employee shall be eight hours.

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The basic hours of work per week for a full-time employee shall be 38 hours on the basis of a five day week. However, the basic hours of work may be averaged over a two week period on the basis of ten days totalling 76 hours.

**18.03** The time represented by the excess of basic daily hours worked in a designated eight week period over the basic weekly hours in that period shall be cumulated to permit granting of compensating time off in accordance with the following:

(a) an employee who works the basic hours on at least 21 days in a designated eight week period shall be entitled to two full days off with pay.

(b) an employee who works the basic hours on fewer than 21 days in a designated eight week period shall be entitled to one full day off with pay.

The days or day off granted in accordance with one 18.03 (a) or (b) shall be accumulated as time worked for purposes of determining an employee's entitlement to time off.

**18.04** When an employee is required to work on the day scheduled for compensating time off, he shall be paid in accordance with Article 19

**18.05** (a) Except as otherwise provided under subsection 18.05 (b), at least one of the two days off granted in accordance with subsection 18.03 (a) will be scheduled, subject to service requirements, during the following period of October 1 to May 31, at a time mutually agreed to by the employee and the Commission.

(b) Every year, effective with the start of the first designated eight week period commencing after May 31, the two days (2) off granted in accordance with subsection 18.03 (a) may be scheduled in accordance with section 18.06, provided that a prior mutual agreement to that effect has been reached between the employee and his immediate manager. This mutual agreement shall be reviewed every year and shall only apply to the days off earned during the above-mentioned year

**18.06** The remaining earned compensating time off will be scheduled in the following designated eight week period. If this day is not consecutive with the employee's days of rest, he shall be given the option, at the time the schedule is being prepared, of "banking" that day. All such "banked" days must then be taken in the following period October 1 to May 31. They will be scheduled, subject to service requirements, at a time mutually agreed to by the employee and the Company.

**18.07** All such time off earned through a calendar year shall be totally granted prior to May 31 of the following year.

**18.08** When an employee is taken ill or meets with an accident before leaving work on the last day of work preceding the day scheduled for compensating time off. The Company shall:

(a) reschedule the day in the designated eight-week period in which the employee returns to work, where compensating time off was scheduled under section 18.06,

or

(b) reschedule the day during the same period of October 1 to May 31, where compensating time off was scheduled under section 18.05.

The day will not be rescheduled for indisposition occurring after the employee leaves work on the last day preceding the day scheduled for compensating time off.

### **Part-Time Employees** *SS/A*

**18.09** The Company shall determine and establish the hours of work per day and days of work per week for all part-time employees.

#### **In Force for Term of Present Collective Agreement:**

A Regular Part-Time employee shall be scheduled a minimum of eight (**8**) hours per week except in a situation where the Director of Industrial Relations (CEP) and the President of the Union or his delegate agree that a number of employees are surplus.

#### **Arrangement and Assignment of Tours of Duty**

**18.10** The arrangement of hours for all tours of duty shall be established by the Company.

**18.11** The tours of duty may be scheduled on any day of the week, including Sunday, depending upon the requirements of the job.

**18.12** No employee shall, without his consent, be required to work more than 12 consecutive tours.



**18.13** Where an employee is required to work overtime on a Sunday and works his basic hours for that day, such tour of duty shall be considered as a part of his scheduled work week for pay purposes and his scheduled work week will be unaffected. If the employee has not been given 48 hours notice of such overtime work, he shall receive an additional one hour's pay.

**18.14** The assignment of an employee to a tour of duty shall be made by the Company to meet service requirements, due consideration being given to the seniority of the employee in the group.

**18.15** At least seven days' notice, by posting, shall be given by the Company to an employee who is to be changed from his scheduled tour of duty. Any change in scheduled tour of duty arising from the application of section 18 13 shall not require notice by posting

**18.16** Where a change in schedule requires an employee to start a new tour of duty within 24 hours of the start of his previous tour, there shall be an interval of at least eight hours between the two successive tours.

**18.17** With the approval of the Company, an employee may have his scheduled tour of duty changed at his own request.

#### **Meal Period**

**18.18** The meal period for an employee shall not exceed one hour off the job.

**18.19** On all scheduled off-normal tours, scheduled Sunday day tours and scheduled holiday day tours, 20 minutes shall be allowed for lunch as part of the tour of duty.

**18.20** When the job requires eight or more hours continuous attendance by an employee, 20 minutes shall be allowed for lunch on the job as part of the tour of duty.

**18.21** When a meal period not to exceed 20 minutes is authorized in connection with overtime work, such meal period shall be considered as work time.

#### Premium Pay for Changes In Scheduled Tours

**18.22** If an employee is given less than seven days' notice of a change in his tour of duty, he shall be paid in accordance with the following:

(a) When the change in tour is made at the employee's request he shall be paid on a straight time basis.

(b) When an employee reverts to his own scheduled tour after he has worked two or more consecutive relief tours he shall be paid on a straight time basis.

However, if the interval between the start of the last relief tour worked and the start of the first tour on his own schedule is less than 24 hours, he shall be paid one-half time extra on the first tour of his own schedule for the time worked which is outside the last relief tour worked.

(c) In all other circumstances, he shall be paid one-half time extra for time worked outside the tour of duty previously scheduled for the day, but only for the number of days by which the notice given is short of the seven day notice requirement.

**Premium Pay for Changes in a  
Scheduled Work Week**

**18.23** (a) If a full-time employee is given less than **seven days'** notice, by posting, of **a change in his scheduled work week**, he shall be paid **one-half time extra** for time worked on a day outside the work week previously scheduled, **but** only for the number of days by which the notice given is short of the seven day notice requirement. Any change in scheduled work week arising from the application of section 18.13 shall not require notice by posting.

(b) The seven days' notice as referred to in subsection 18.23 (a) will commence on the day **following** the actual day of notice to either the new tour of duty which is outside the previous scheduled work week or to the cancelled tour of duty, whichever comes first.

(c) Subsections 18.23 (a) and (b) shall also apply to employees under wage schedule 7 of this Agreement who work 36 or 30 hours a week.

**Differential for Work in  
Off-Normal Period**

**18.24** An employee who is scheduled to work 30 or more hours per week, shall **be paid** a differential for each off-normal tour worked as follows:

<u>Hours Worked In the Off-Normal Period</u>	<u>Differential</u>
Less than 2	\$ 1.17
2 but less than 4	2.05
4 but less than 6	3.04
6 and over	4.44

44 + 45  
20044

**18.25** Differentials shall not be paid:

(a) For any period when an employee is being paid on an overtime basis.

(b) For paid absence from duty.

(c) For any period where an employee is being paid a premium under sections 18.22 or 18.23, except that differentials shall be paid for off-normal tours of duty worked on Sunday where an employee is changed from one scheduled tour of duty to another without seven days' notice being given.

**18.26** An employee whose shift starts or ends between 12:01 A.M. and 5:59 A.M. shall be paid a premium of \$3.86,

in addition to any other premiums or differentials which are applicable.

#### **Premium Pay For Consecutive Saturdays Worked**

**18.27** An employee who is scheduled to work five days per week, or ten days over a two week period, and who, at the direction of the Company, works at least four hours on each of successive Saturdays, shall, except as otherwise provided in section 18.28, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked.

**18.28** This premium shall not be included in wage payments for paid absence from duty, or for any time for which an employee is receiving a rate of pay which, exclusive of tour differentials, is higher than his basic rate of pay.

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### Sunday Premium Pay

**18.29** An employee who works a scheduled tour any period of which falls between midnight Saturday and midnight Sunday shall be paid Sunday Premium Pay. Sunday Premium Pay is one-half time extra for the time worked in this period.

**18.30** This premium shall not be included in, wage payments for paid absence from duty, or for any time for which an employee is receiving a rate of pay which, exclusive of tour differentials provided in sections 18.24 and 18.26 and the special compensation provided in section 18.31, is higher than his basic rate of pay.

### Christmas Eve and New Year's Eve- Special Compensation

**18.31** An employee who works on Christmas Eve or New Year's Eve, shall be paid straight time extra for all time worked between the hours of 6:00 P.M. and 12:00 Midnight.

### Time Spent Travelling In Company Vehicle

**18.32** An employee driving a Company-owned or Company-hired vehicle shall be deemed to be at work during the time he is necessarily in control of such vehicle and acting in the course of his employment.

**18.33** An employee who is being transported to or from the job in a Company-owned or Company-hired vehicle shall be deemed to be at work while travelling in such vehicle.

**Time Travelling - Other  
Than To and From The Job**

**18.34** Time travelling on Company instructions, between regular or temporary headquarters and outside normally scheduled working hours, shall be considered as travel time, and shall be apportioned as to payment or non-payment as follows:

(a) When sleeping accommodation is provided en route, only time travelling between the hours of 7:00 A.M. and 10:00 P.M. (including unavoidable stop-over time between connections) shall be considered as travel time.

(b) When no sleeping accommodation is provided en route, all travel time (including unavoidable stop-over time between connections) shall be considered as travel time.

) Travel time under subsection 18.34 ( ) shall be paid for on a straight time basis

**Relief Period**

**18.35** (a) A relief period not to exceed 15 minutes shall be granted to every employee as close to the middle of each of his half tours as the efficiency of the Company's operations permits.

(b) To qualify for a relief period during an overtime assignment an employee must have completed two hours of work and be expected by the Company to work a minimum of three hours on that overtime assignment.

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### Work With Video Display Terminals

**18.36** An employee working continuously with Video Display Terminals shall not be scheduled more than two hours on duty without a relief or meal period. Where a relief or meal period cannot be scheduled, the employee shall be entitled to take a five minute break after two continuous hours work with a Video Display Terminal.

### ARTICLE 19 -OVERTIME

**19.01** "Overtime" means the time worked by an employee:

- (a) in addition to his scheduled tour of duty on any day, or
- (b) on a day outside his scheduled work week.

**19.02** Except where otherwise provided herein, overtime in excess of eight hours ~~per~~ employee in one week and overtime in excess of 16 hours in a designated four week period shall be on a voluntary basis.

**19.03** Where service demands are critical, as in the case of major cable breaks, equipment failures, or in other circumstances which endanger the safety of customers or the public, compulsory overtime may be assigned in excess of eight hours per employee in one week.

**19.04** (a) Day Tours

An employee is entitled to a minimum of eight consecutive hours off work during the 24 hour period commencing with the start of his regular tour. Seven of these hours should normally be between the hours of

midnight and 7:00 A.M. for those employees working a day tour. An employee who works non-scheduled overtime (that is, overtime without 48 hours notice), shall have the hours worked between midnight and 7:00 A.M. reduced from his next scheduled tour provided that the employee begins the next scheduled tour within eight hours of the conclusion of the overtime hours worked. Where the overtime immediately precedes his next scheduled tour or if the Company requires the employee to commence his next scheduled tour without eight consecutive hours off the job, the length of his tour shall be reduced by an amount of time equivalent to the overtime hours worked between midnight and 7:00 A.M. All employees will be paid on a straight time basis for any time on his next scheduled tour for which he is excused because of working on an overtime basis between the hours of midnight and 7:00 A.M.

(b) Off-Normal Tours

An employee who is required to work 16 hours or more in the 24 hour period commencing with the start of a scheduled tour, shall normally not be required to report for his next scheduled tour until he has had a total of eight hours off the job between the end of such scheduled tour and the commencement of his next scheduled tour. He shall be paid on a straight time basis for any time on his next scheduled tour that is not worked as a result of so reporting. If the Company requires the employee to commence his next scheduled tour without the required eight hours off the job, he shall be given time off at the end of that tour equivalent to the difference in time between eight hours and the actual time the employee had off the job between scheduled tours.



**Payments -  
Employees**

**19.05** Payment for overtime work shall be  $\times 1.5$  at the employee's hourly rate multiplied by one and one-half times the hours worked, except that overtime worked:

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371C

- (a) in excess of two hours in one week, or
- (b) on a Sunday without 48 hours' notice, or
- (c) in excess of the basic hours of work on a holiday without 48 hours' notice

shall be at the employee's hourly rate multiplied  $\times 1.5$  times the hours worked.

**19.06** Except as otherwise provided in section 19.05, where an employee is required to work in excess of seven minutes of overtime either immediately preceding or continuing after his scheduled tour of duty, he shall be paid for the total additional time worked reported to the nearest quarter hour in accordance with the following table:

<u>Minutes Worked</u>	<u>Reported To Nearest 1/4 Hour</u>	<u>Time To Be Paid</u>
8 - 22	1/4	3/8
23 - 37	1/2	3/4
38 - 52	3/4	1 1/8
53 - 67	1	1 1/2
68 - 82	1 1/4	1 7/8
83 - 97	1 1/2	2 1/4
98 - 112	1 3/4	2 5/8
113 - 127	2	3
128 - 142	2 1/4	3 3/8
etc.	etc.	etc.

**19.07** A meal period shall not, except as provided in section 18.21, be included in the calculation of overtime but shall not break the continuity of such overtime.

**.c** When an employee is required to work overtime and a service emergency requires continuous attendance of the employee for more than four hours of overtime the employee shall be provided food at Company expense 391A  
899

**19 (a)** An employee who is required to work overtime which does not immediately precede or continue after his scheduled tour of duty, and who reports for work, shall be paid on an overtime basis for all such overtime worked. If the employee has not been given 48 hours' notice of such overtime work, he shall receive an additional one hour's pay except where the provisions of section 18.13 apply.

(b) If the amount to which an employee would be entitled under subsection 19.09 (a) above is less than four hours' pay, he shall receive a payment of four hours' pay.

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(c) In addition to the hours for which overtime will be paid under subsections 19.09 (a) and (b), an employee called-out with less than 48 hours notice shall be paid, on an overtime basis, except for the overtime worked under these subsections, from the time he was called until he arrives back at home, up to a maximum of four hours. Such time shall be considered as time worked.

**19.10** When an employee is called in to work overtime without 48 hours' notice, and the overtime work continues until the start of his scheduled tour, he shall be paid up to a maximum of four hours at time and one-half, from the time he was called to the time he actually reports for work.

#### **Overtime Payment - Part-Time Employees**

**19.11** A part-time employee, who works more than his scheduled hours on any day, shall be paid on a straight time basis until he has worked the basic hours per day, and on a time and one-half basis for time worked in excess of the basic hours.

**19.12** A part-time employee, who works more than his scheduled tours of duty in any week, shall be paid on a straight time basis until he has worked the basic hours per week, and on a time and one-half basis for time worked in excess of the basic hours.

**19.13** Where a part-time employee has worked the basic hours per week in a given week, payment for overtime worked:

- (a) in excess of two hours in one week, or
- (b) On a Sunday without 48 hours' notice,

shall be at the employee's hourly rate multiplied by two times the hours worked.

**Time off in Lieu of Overtime Payment** 

**19.14** Except for overtime compensated under the provisions of sections 19.09 and 19.10, an employee may request to be compensated for overtime hours worked by time off in lieu of overtime payment, from his scheduled tours of duty.

(a) An employee's request to bank such time off in lieu of overtime payment **must be** made known to his manager at the time the employee is assigned to work overtime. Overtime hours banked by an individual employee for purposes of time off in lieu of overtime payment shall never exceed 80 hours, at any one time.

(b) Time off in lieu of overtime payment shall be banked on the basis of one hour for each hour of overtime worked, and when taken, shall be paid at the employee's basic rate of pay. This time off shall constitute full compensation for those hours.

(c) Effective April 1, 1994, an employee may **request** to be compensated by time off in lieu of payment of the premiums provided under sections 18.27 and 18.29 in accordance with the provisions of this section.

(d) Any such time off shall be subject to service requirements and scheduled at a time mutually agreed to by the employee and the Company. The minimum amount of time off which may be granted under this section shall be one (1) hour.

## ARTICLE 20 -HOLIDAYS

**20.01** The following shall be recognized as, paid holidays:

New Year's Day  
Good Friday  
Victoria Day  
Third Monday in  
June (Ontario  
National Holiday  
(Québec  
Canada only)  
Canada Day

53  
110

Civic Holiday  
(Ontario only)  
First Monday in  
August (Québec  
only)  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day  
(December 26)

**20.02** National Holiday (Québec only) and Civic Holiday (Ontario only) are substituted *respectively* for Remembrance Day.

**20.03** When a paid holiday falls on a Sunday the Monday immediately following shall be observed as the holiday.

**20.04** Where a paid holiday falls on a Monday to Saturday inclusive, it shall be included in ~~the~~ weekly schedule for all employees for that week.

**20.05** Notwithstanding the provisions of section 20.04, the observance of the Boxing Day holiday shall be in accordance with the following:

(a) Where Boxing Day falls on a Monday, the Tuesday immediately following shall be observed as the holiday.

(b) Where Boxing Day fails on a day Tuesday to Saturday inclusive, it shall be included in the weekly schedule for all employees for that week.

### Day Off With Pay

**20.06** In addition to the holidays stipulated in section 20.01, each employee in the employ of the Company on November 1st, with the exception of an employee who is on an unpaid leave of absence in excess of two weeks and not covered under Article 32 of this Agreement, shall be granted a day off with pay at his basic rate of pay for that day, or if a part-time employee, at the rate of 10% of his earnings, excluding overtime and differential payments, for the pay period immediately preceding the day off with pay, not to exceed one-fifth of the employee's basic rate of pay. +1

**20.07** The day off with pay shall be scheduled during the period from November 1st to the last day of February of the following year.

**20.08** Where the day off with pay is taken outside the period from December 22nd to January 4th of the following year, it shall be on a day mutually agreed to by the Company and the employee.

**20.09** Where an employee cannot be granted a day off during the period from November 1st to the last day of February of the following year, he shall be paid one additional day's pay at his basic rate of pay, or if a part-time employee, at the rate of 10% of his earnings, excluding overtime and differential payments, for the pay period immediately preceding the last day of February, not to exceed one-fifth of the employee's basic rate of pay.

## Pay For **Holiday - Not** Worked

**20.10** When an employee is not required to work on a **paid holiday which is included in his scheduled work week**, he shall be granted the day off with pay, at his basic rate of pay for that day, or if a part-time employee, at the rate of 10% of his earnings, **excluding overtime and differential payments**, for the pay period immediately preceding the **holiday, not** to exceed one-fifth of the employee's basic rate of pay.

## Pay For Work **on** a Holiday

### Holiday **Included In** Employee's Weekly **Schedule**

**20.11** Where a full-time employee is required to **work on** a paid holiday which is included in his weekly schedule he shall be paid his basic rate of pay for that day or, if the employee so elects, and provided the employee works his basic hours for the day, he may be granted a holiday with pay at a time convenient to the employee and the Company. If the employee has not been granted such holiday within 12 months of the actual holiday, he shall be **granted** holiday pay. in addition, he shall be paid as follows:

(a) If an employee has been given 48 hours' notice of a requirement to work on a holiday, he shall be paid time and one-half for the time worked between midnight of the day preceding and midnight of the holiday with a minimum guarantee of four hours' pay at straight time.

(b) If an employee has not been given 48 hours' notice of a requirement to work on a holiday, he shall be paid double time for all time worked up to his basic hours

of work for that day, plus one additional hour's pay at straight time, with a minimum guarantee of four hours' pay at straight time,

**20.12** Where a part-time employee is required to work on a paid holiday which is included in his weekly schedule, he shall be paid 10% of his earnings, excluding overtime, for that day plus one additional hour's pay at straight time, with a minimum guarantee of four hours' pay at straight time, not to exceed a fifth of the employee's basic rate of pay. In addition, he shall be paid in accordance with subsection 20.11 (a) or 20.11 (b).

## ARTICLE 21 - ANNUAL VACATIONS

### NOTE

Notwithstanding the provisions of this Article set out below, an employee's entitlement to vacation with pay for a calendar year during which an employee takes a leave of absence with net credited service (except a leave granted under Article 32), shall be as determined by the terms and conditions of the leave.

**21.01** An employee, in the year he is engaged or re-engaged, shall be entitled to one day of vacation with pay for each month of service completed in that calendar year, up to a limit of ten days of vacation with pay.

For purposes of this Article:

(a) For an employee engaged or re-engaged on or before the fifteenth day of the month, service shall be counted from the first day of that month.



(b) For an employee engaged or re-engaged on or after the sixteenth day of the month, service shall be counted from the first day of the month following.

**21.02** An employee, in the years subsequent to his year of engagement or re-engagement, shall first become entitled to a vacation with pay in accordance with the table below in the year in which he is to complete the required number of years of service. The same entitlement to each subsequent year, until a higher entitlement is attained as indicated in the table below:

<u>Years of Net Credited Service</u>		<u>Weeks of Vacation</u>
	<u>54</u>	
1	01-03	3*
10	10-04	4*
18	18-05	5*
25	25-06	6**

\* At least one week of which must be taken outside the period June through September.

\*\* At least two weeks of which must be taken outside the period June through September

2. When the annual vacation for an employee falls in two months, to each of which a vacation of different length applies, the annual vacation shall not exceed the shorter length of vacation specified for the employee's net credited service in the table above except as specifically provided for in the said table

**21.04** In the week, when a calendar week falls in two months, such calendar week shall be considered to be in the month in which the Wednesday of that week falls. This

same interpretation shall apply in determining the amount of April for scheduling under the provisions of section 21.05 or rescheduling, under the provisions of section 21.17

**21.05** All vacations are for a full calendar year. The vacation for a particular year may be scheduled during the period of January 1st of that year to the end of April of the following year, it being understood that the date of entitlement is determined in accordance with net credited service in the year for which the vacation is given.

**21.06** Notwithstanding the provisions of section 21.02, an employee shall only be entitled to:

(a) his full vacation if he completes six months of service during such year, or

(b) one week's vacation if he completes less than six months of service during such year.

**21.07** When a paid holiday falls on a day of the annual vacation an employee shall be entitled to an additional day off with pay at a time mutually agreed to by the employee and the Company. If the employee has not been granted the day off with pay within 12 months of the actual holiday, he shall be granted holiday pay.

**21.08** Vacation schedules shall be prepared each year by the Company between January 1st and February 1st with due consideration to seniority, provided, however, that such schedules shall be arranged as to cause, in the judgment of the Company, the least possible interference with efficient performance of the work. In general, vacations shall commence at the beginning of the calendar week unless the demands of the work make this impossible.

**21.09** For the purpose of vacation selection, each Tier D manager's group shall be considered a seniority unit.

**10** For the purpose of vacation selection during the period of October through May:

(a) When a Tier D manager's group is composed of nine or more employees on January 1st of the vacation year, a minimum of three employees will be permitted on vacation at a time;

(b) where a Tier D manager's group is composed of eight employees on January 1st of the vacation year, a minimum of two employees will be permitted on vacation at a time;

(c) where a Tier D manager's group is composed of seven employees or less on January 1st of the vacation year, a minimum of one employee will be permitted on vacation at a time.

**1.11** For the purpose of vacation selection during the period of June through September:

(a) When a Tier D manager's group is composed of nine or more employees on January 1st of the vacation year, a minimum of two employees will be permitted on vacation at a time.

(b) when a Tier D manager's group is composed of less than nine employees on January 1st of the vacation year, a minimum of one employee will be permitted on vacation at a time.

**21.12** (a) In the year he is to complete 5 years of service, and in each of the subsequent years and

employee, who so requests it, is entitled to a minimum of one week of vacation during the period of June through September

(b) In the year he is to complete 15 years of net credited service and in each of the subsequent years, an employee, who so requests it, is entitled to a minimum of two weeks of vacation during the period of June through September.

**21.13** For the purpose of subsection 21.12 (b), the vacation schedule shall be prepared so that the total number of employees on vacation at any time during the period of June through September in a Tier D manager's group does not exceed 25%. This limit will be based on the number of employees in that group on January 1st of the vacation year.

**21.14** (a) The provisions of sections 21.10 to 21.13 inclusive shall not apply during a blocked-out period, it being agreed that for any vacation schedule, no more than two weeks shall be blocked-out in a calendar year

(b) For each week the Company blocks-out, during the period June through September, for a corresponding week, one more employee than provided in subsection 21.11 (a) or (b) may proceed on vacation at one time in accordance with the table below:

<u>Week Blocked Out In</u>	<u>Additional Employee Allowed Off In</u>
June	June or July
July	July or August
August	July or August
September	August or September

55  
/D

**21.15** (a) Any employee entitled to more than two weeks of vacation may, if the Company and the employee mutually agree, take any portion of his entitlement in excess of two weeks consecutively with his vacation, or portion thereof, for the following year.

(b) Where vacation periods applicable to two different years are to be taken consecutively, they must be scheduled in the period December 1st of the first such year and April 30th of the subsequent year.

**21.16** An employee who is reassigned or transferred after his vacation has been selected may retain his original vacation selection if he so chooses.

**21.17** When an employee is taken ill or meets with an accident before leaving work on the last day of work preceding the vacation, and is prevented from taking the vacation, the Company shall, if the employee so requests, reschedule the vacation at a later date in the calendar year for which the vacation is given or by the end of April of the following year.

**21.18** (a) An employee shall be paid during vacation at his basic rate of pay determined in accordance with Company practices: but vacation pay for an employee each year shall not be less than 2% of his earnings in the calendar year for which the vacation is given for each week of vacation.

(b) The percentage level of vacation pay an employee is entitled to on February 11, 1991 on any difference between his earnings in the calendar year for which the vacation is given and his basic pay for this calendar year in accordance with the provisions of subsection 21.18 (a), shall remain unchanged.

(c) Notwithstanding the provisions of subsection 21.18 (a), an employee who is engaged or placed into this bargaining unit on or after February 11, 1991 shall be paid during vacation at his basic rate of pay determined in accordance with Company practices; but vacation pay for an employee each year shall not be less than 2% of his basic rate of pay in the calendar year for which the vacation is given for each week of vacation;

and in addition,

(i) if the employee has less than six (6) years net credited service he shall also receive 4% on any difference between his earnings in the calendar year for which the vacation is given and his basic pay for this calendar year,

or

(ii) if an employee has six (6) or more years net credited service he shall also receive 6% on any difference between his earnings in the calendar year for which the vacation is given and his basic pay for this calendar year.

**21.19** An employee before proceeding on a vacation of one week or more may request an advance payment in accordance with Company practice for a portion of the pay days on which he will be on vacation.

## Pay in Lieu of Vacation

**21.20** When an employee resigns, is laid off, is dismissed, or has completed his work, he shall be granted pay in lieu of vacation for the current calendar year calculated in the manner set forth in sections 21.21 through 21.24 inclusive.

**21.21** An employee with less than one year's net credited service shall be granted 4% of the wages earned during the entire period of current service, reduced by the amount of the pay applicable to any part of a vacation, taken by the employee, during the same period of service.

**21.22** An employee with one or more years of net credited service who works six months or more in the year of separation shall be granted the greater of:

(a) Three weeks' pay if his service is less than 10 years; four weeks' pay if his service is 10 years or more but less than 18 years; five weeks' pay if his service is 18 years or more but less than 25 years; six weeks' pay if his service is 25 years or more, all at his basic rate of pay if a full-time employee or a pro-rata proportion if a part-time employee,

or,

(b) 2% of the employee's earnings for the current calendar year, for each week of vacation

(c) The percentage level of pay in lieu of vacation an employee is entitled to on February 11, 1991 on any difference between his earnings in the calendar year for which the vacation is given and his basic pay for this calendar year in accordance with the provisions of subsection 21.22 (b), shall remain unchanged.

**21.23** Notwithstanding the provisions of section 21.22, an employee who is engaged or placed into this bargaining unit on or after February 11, 1991, who has one or more years of net credited service and who works six months or more in the year of separation shall be granted pay in lieu of vacation as follows:

(a) Three weeks' pay if his service is less than 10 years; four weeks' pay if his service is 10 years or more but less than 18 years; five weeks' pay if his service is 18 years or more but less than 25 years; six weeks' pay if his service is 25 years or more. all at his basic rate of pay if a full-time employee or a pro-rata proportion if a part-time employee,

and in addition,

(b) (i) if the employee has less than six (6) years net credited service he shall also receive 4% on any difference between his earnings in the calendar year for which the vacation is given and the basic pay for this calendar year

or

(ii) if the employee has six (6) or more years net credited service he shall also receive 6% on any difference between his earnings in the calendar year for which the vacation is given and the basic pay for this calendar year.

**21.24** An employee with one or more years of net credited service who works less than six months in the year of separation shall be granted the greater of:



(a) One week's pay at his basic rate, (or for a part-time employee at his **pro-rata** proportion of the basic rate).

or

(b) 2% of the employee's earnings for the current calendar year, for each week of vacation.

**21.25** The amount ~~to pay~~ in lieu of vacation to be granted in accordance with sections 21.22, 21.23 and 21.24 shall be reduced by the amount of the pay applicable to any part of a vacation for the current calendar year taken by the employee before he left the Company's ~~service~~.

## ARTICLE 22 - TRANSFERS

**22.01** The re-assignment of an employee on ~~the~~ basis that he will be required by the Company to begin or end his scheduled tour of duty

(a) in a headquarters other than his own, or

(b) in the case of an employee whose reporting centre is situated within the headquarters of **Montreal** or **Toronto**, to another headquarters or to a **reporting** centre other than his assigned reporting centre **and more than 20** airline km from his assigned reporting centre,

shall be considered a transfer.

**22.02** (a) The transfer of an employee for a continuous period of more than 90 days shall be considered a permanent transfer.

(b) The transfer of an employee for a continuous period of 90 days or less shall be considered a temporary transfer.

Notwithstanding the provisions of sections 22.01, 22.10 and 22.11, the transfer of an employee to a special project or an assignment such as centralized analysis centre, mod-squad, Regional staff, Bell Northern Research, or to a Plant Training Centre to attend training courses, shall be for the period of the project, the assignment or the length of the training course, and shall be considered a temporary transfer.

**22.04** This Article shall not apply to the reassignment of an employee affected under the provisions of Article 11.

**22.05** Seven days notice shall normally be given to an employee who is, at the request of the Company, transferred for an overnight or longer period. Where such notice is not given and an employee is transferred with less than seven days notice, he shall be paid one-half time extra for the basic hours of work for each day of the balance of the seven day period during which the employee is so transferred.

#### Permanent Transfer

**22.06** The Company will give the employee 30 days notice of a permanent transfer.

**22.07** In the selection of an employee for permanent transfer, the Company will first give consideration to an employee who has the necessary qualifications and who will transfer voluntarily, providing the remaining employees at the location from which the transfer is to be made have the necessary qualifications to complete the work remaining.

**22.08** In the event there is to be a permanent involuntary transfer, the employee of least seniority from the functional group in the seniority unit from which the transfer is to be made, and who has the necessary qualifications, shall be selected providing the remaining employees have the qualifications to complete the work remaining.

**22.09** When an employee is permanently transferred from one headquarters to another at the request of the Company, and as a result of such transfer an employee's new report centre is further from his home than was his former report centre prior to the transfer and a change of residence is required, the employee shall be reimbursed for moving expenses as approved by the Company and in accordance with Company practices. The Company agrees with respect to employee expense incidental to a transfer, that it will not diminish, during the term of the Agreement, the level of reimbursement that applied on the date of signing of the Agreement.

### **Temporary Transfer**

**22.10** In the selection of an employee for temporary transfer, other than in the case of a temporary transfer to a plow train operation, where the employee is required by the Company to remain away from his home for a period which is expected by the Company to be in excess of two weeks, three weeks in the case of a two man line crew normally sharing the same vehicle, the Company will give first consideration to the most senior employee who will volunteer, and who has the necessary qualifications, providing the remaining employees at his report centre have the necessary qualifications to do the work remaining.

**22.11** In the event that there is no volunteer, as provided in section 22.10, the employee of least seniority from the functional group in the seniority unit, at the reporting centre from which the transfer is to be made, and who has the necessary qualifications, shall be selected providing the remaining employees have the qualifications to complete the work remaining

**22.12** It is the Company's intention that on completion of a temporary transfer the employee shall be returned to his former position and reporting centre. It is understood that such re-transfer will not be possible where an emergency situation exists, or where due to unplanned or unforeseen events there is insufficient work and, therefore, his former position at his former reporting centre is not open. However, in order to enable a more senior employee who is on temporary transfer to return to his former reporting centre, the Company agrees to displace an employee with less seniority in the same functional group at that reporting centre.

### **ARTICLE 23 - TRAVEL ALLOWANCE TO AND FROM THE JOB**

**23.01** For the purposes of this Article, each employee shall be assigned a reporting centre by the Company within a headquarters as listed in Attachment B.

**23.02** (a) (i) "Reporting centre" shall mean a specified location provided for the use of the Company, in an employee's headquarters, and may be a work centre, central office, locker location, storeroom, customer's premises, temporary training centre, warehouse or

er Company premises or similar location to which an employee is assigned

- (i) "Job location" shall mean any other location to which an employee is assigned to report which is not his reporting centre.

(1) An employee is to be notified in writing by the Company of a change in his reporting centre

(c) Where the notice referred to in subsection 3.02 (1) has been given and where an employee is assigned inside his headquarters

- (i) to a reporting centre less than 30 airline km from his reporting centre, less than 20 airline km in the case of an employee in Montreal and Toronto, that location shall become his reporting centre 30 days following the first day he reports to that location or, where he elects to invoke the provisions of subsection 23.04 (b) paragraph (i), 30 days following the first day he reports, or the date of relocation, whichever comes first.
- (ii) to a reporting centre 30 or more airline km from his reporting centre, 20 or more airline km in the case of an employee in Montreal and Toronto, and closer to his home than his reporting centre, that location shall become his reporting centre 30 days following the first day he reports to that location.

- (iii) to a reporting centre **30** or more airline km from his reporting centre and further away from his home than his reporting centre. that location shall become his reporting centre 120 days following the first day he reports to that location.
- (iv) to a reporting centre 35 or more airline km from his reporting centre, **20 or more** airline km in the case of an **employee** in Montreal and Toronto, and further away from his home than his reporting centre, he may elect the provisions of **subsection 23.02 (c) paragraph (iii) or to change** his residence in accordance with the provisions of section **22.09** in which case that location shall become his reporting centre immediately.

(d) Where the notice referred to in subsection **23.02 (b)** has been given and where an **employee** is assigned to a reporting centre outside his headquarters, that new location shall become his reporting centre 120 days following the first day he reports to that location.

(e) Where an employee is assigned to a location other than his assigned reporting centre, he will be eligible for the payment of travel allowance as provided in subsection **23.06 (a)** until such time as that location becomes his reporting centre.

- (f) In the selection of an employee for:
- a permanent reassignment with the exception of a job upgrade, or

- a temporary reassignment for more than 30 days, which does not involve a change of occupation,

to another reporting centre outside his reporting locality the Company shall first give consideration to the most senior volunteer. In the event that there is no volunteer, the employee of least seniority shall be selected. The reassigned employee shall be from the functional group in the seniority unit within the reporting centre from which the reassignment is to be made, shall possess the necessary qualifications and the remaining employees shall have the qualifications to complete the work remaining.

(g) The provisions of subsection 23.02 (f) shall not apply to a temporary reassignment of an employee to a special project or an assignment such as centralized analysis centre, mod-squad, Regional staff, Bell Northern Research, or to a Plant Training Centre to attend training courses, providing that the employee selected volunteers for that project or assignment. Travel allowance shall be paid, in accordance with section 23.06, for the duration of the temporary reassignment.

**23.03** For purposes of this Article, an employee's reporting locality shall be within the limits of a circular area having a radius of two airline km from the employee's regular reporting centre.

**23.04** (a) An employee shall start his tour of duty at his reporting centre, at a Plant Training Centre or at a job location, as directed.

(b) Where an employee is directed to start or end his tour of duty at a job location outside of his reporting locality but within 30 airline km of his reporting centre,

within 20 airline km in the case of an employee in Montreal and Toronto, and where there is no convenient public transportation to that job location, the employee may either:

- (i) report to his reporting centre, provided that he advises his manager in advance, or
- (ii) agree to report directly to the Job location, as directed, in which case the provisions of section 23.06 apply.

**23.05** Where an employee starts and ends his tour of duty within the boundaries of his reporting locality, travel allowance will not be paid.

**23.06** (a) Except as otherwise provided in sections 23.07 and 23.08, where an employee who is providing his own transportation to travel daily between his home and the work location, and who so travels on his own time, is required to begin or end his tour of duty at a point beyond the boundaries of his reporting locality, he shall be paid in accordance with the following.

<u>AIRLINE DISTANCE FROM REPORTING CENTRE</u>	<u>DAILY TRAVEL ALLOWANCE</u>
More than 2 but less than 7 km	\$9.58
7 or more but less than 15 km	12.50
15 or more but less than 30 km	18.00
each additional 1 km	0.56



**(b)** Where the tour of duty starts and ends at different locations, travel allowance will be computed on the longer of the two distances.

**23.07** Employees shall be entitled to living and transportation expenses in accordance with Article 24, in lieu of travel allowance, for tours of duty beginning or ending at points between 30 and 72 airline km inclusive, 20 and 72 airline km inclusive in the case of an employee in Montreal and Toronto, from the employee's reporting centre provided the employee so requests it and his manager reasonably decides that

(a) the employee commences work very early in the morning, or

(b) the employee finishes work very late at night, or

(c) inclement weather results in hazardous driving conditions, or

(d) the employee does not have access to convenient public transportation.

**23.08** Where an employee is required to begin or end his tour of duty at a point more than 72 airline km from his reporting centre, the Company shall pay his actual living and transportation expenses, in accordance with Article 24, at or near the location of his temporary assignment, or, if the Company and the employee agree, he may be permitted to return home daily and he shall be paid a daily travel allowance as provided for in section 23.06.

**23.09** Seven days notice shall normally be given to an employee who is required by the Company to be away from his home for an overnight or longer period. Where

such notice is not given, an employee shall be paid one-half time extra for the basic hours of work for as many days as he is away overnight for the balance of the seven day period.

## ARTICLE 24 - LIVING AND TRANSPORTATION EXPENSES PAID

### Living Expenses

**24.01** Where an employee is required to travel on Company business and to remain away from home overnight, he shall receive living expenses as follows:

(a) Reasonable and actual expenses for satisfactory, single occupancy room where it is available, and

(b) a per diem allowance of

(i) \$40.00 per calendar day,

if the employee is away for a full calendar day, or

(ii) \$8.10 if away over the breakfast period,  
\$10.75 if away over the lunch period,  
and \$21.15 if away over the dinner  
period

if the employee is away for less than a full calendar day.

(c) the per diem allowance referred to in subsection 24.01 (b) shall cover all expenses incurred by an employee who is required to travel on Company business except for local transportation and as otherwise specifically provided in this Article.

## Transportation Expenses

**24.02** Transportation expenses means, subject to section 24.07, expenses incurred for transportation by common carrier or equivalent.

**24.03** It is the Company's intention with respect to living and transportation expenses that, except as provided in subsections 24.01 (b) and (c) and section 24.07, an employee be reimbursed on the basis that there will be neither financial loss or gain to the employee for reasonable expenses incurred.

**24.04** Transportation expenses shall be paid by the Company when an employee incurs such expenses on a job assignment except when an employee is being paid a travel allowance under the provisions of Article 23.

**24.05** An employee on a job assignment who is receiving living expenses, shall be entitled to a trip to and from his home once every week. Such employee shall be paid on a straight time basis for travel time required by commercial transport to the extent that such time is outside the time paid for work on that day. In addition, he shall be paid for transportation expenses.

**24.06** The Company will pay for one telephone call of reasonable length to such employee's home per day to a maximum of three per week.

**24.07** Although the Company shall normally determine the means of transportation, an employee may elect to travel by a mode of transportation other than the one chosen by the Company. In such case, however, the employee is entitled to the transportation expenses and travel time that would normally have been incurred had he travelled by the mode of transportation determined by the

Company but only to the extent of costs that would have been incurred and time that would have been spent between the first and last terminal of an airline company, inter-city bus company, or inter-city railway company.

**24.08** An employee, who takes sick or meets with an accident while receiving living expenses from the Company, may be returned to his headquarters or established home within the Company territory at the expense of the Company.

**24.09** An employee who, because of sickness, remains at the hotel or boarding house at the Company's request, shall be entitled to living expenses.

**24.10** An employee, whose living expenses are being paid by the Company and who is quarantined, shall continue to receive such expenses until released.

**24.11** An employee who is being transported in a Company-owned or leased vehicle shall return to his assigned reporting centre daily from all distances up to 72 airline km from that reporting centre. If working more than 72 airline km from his reporting centre, an employee may be asked to return to his reporting centre or remain at the distant location at the option of the Company. If required to remain at the distant location he shall be eligible to living expenses in accordance with section 24.01. An employee will not be asked to remain at the distant location for more than one night except in cases of emergency.

## **ARTICLE 25 -SICKNESS ABSENCE AND BENEFITS**

**25.01** An employee having six months net credited service, or more, who is scheduled to work 30 hours or more per week and who is absent on account of sickness

or quarantine, shall be paid for continuous absence from scheduled assignments, exclusive of scheduled overtime not worked, **prior to** the eighth full calendar day of such absence as follows:

(a) **An employee with six months but less than four years service shall be paid for that part of the absence in excess of two consecutive scheduled half tours;**

(b) **In the determination of pay treatment in subsection 25.01, a return to work not exceeding two half tours, shall not be considered to have interrupted the continuity of the absence, nor the consecutiveness of the half tours of absence. However, for the purposes of determining the eighth full calendar day of absence, any return to work shall interrupt the continuity of an absence:**

(c) **An employee with four or more years service shall be paid for the full absence.**

**25.02** An employee who is absent from work for part of his scheduled tour of duty, because of sickness or quarantine, shall be paid as follows:

(a) if he has worked more than half his tour of duty, he shall be paid for his full tour;

(b) If he has worked less than half his tour of duty, he shall be paid for his half tour.

Under these conditions, he shall be paid differential and premium payments applicable to his full tour or his half tour of duty.

**25.03** The Company shall maintain for the duration of this Agreement, insofar as it applies to employees covered by this Agreement, the program of benefits provided under the following Plans:

- the Pension Plan
  - $\frac{70.13}{999}$  - the Disability Benefit Plan 74/999998
  - the Transition Benefit Plan
  - $\frac{70.10}{999}$  - the Long Term Disability Income Plan 75/0679997
  - $\frac{74}{6}$  - the Comprehensive Medical Expense Plan  $\frac{70.11}{999}$
  - the Vision Care Plan  $\frac{70.6}{999}$
  - the Dental Plan  $\frac{70.2}{999}$  71/9
- 91/93  
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letter  
of intent

This undertaking applies to these Plans as they exist at the date of signing of this Agreement, as well as to any improvements made to them during the term of this Agreement and applicable to the employees covered by this Agreement.

**25.04** At least 30 days prior to modifying any of the Plans listed in section 25.03, the Company shall inform the Union of the changes to be implemented and request representation in that respect.

**25.05** For the duration of this Collective Agreement and insofar as they apply to the employees covered by this Agreement, the Plans listed in section 25.03 shall not be modified, except with the consent of the Union, which shall not be unreasonably withheld.

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**25.06** For the employees covered by this Agreement, the Company agrees, during the term of this Agreement, not to increase the level of contributions payable under the Basic Group Life plan (Policy 50613 G), the Optional Group Life-Fixed Premium and the Primary Survivor income Benefit, nor to reduce the level of insurance coverage under said Plans, except that if the actuaries responsible for the funding of said Plans or the insurance carriers, as appropriate, determine that an adjustment in the required contributions is necessary, the Company may, after consultation with the Union, adjust accordingly the contributions payable by the employee.

**25.07** Notwithstanding the provisions of sections 25.05 and 25.06 above, should legislation or regulation affect any of the Plans, the Company shall retain its right to adjust the benefit levels of the Plans as required and in accordance with legislation or regulation. Such adjustments shall not reduce the aggregate level of benefits available to the employees covered by the collective agreement.

## **ARTICLE 26 • MISCELLANEOUS WORKING CONDITIONS**

### **Clothing**

**26.01** Employees shall provide themselves with suitable clothing for the job to which they are assigned.

**26.02** The Company shall supply or make available such special clothing as it deems necessary to be worn on the job for reasons of appearance, safety or health, or as a protection against undue wear or damage. The Company may, at its discretion, replace employees' clothing damaged under unusual job conditions.

## Tools

**26.03** The Company shall decide what tools are required for the job and supply or make them available and replace such of these tools as, in its judgment, become obsolete or worn out. Each employee shall be responsible to the Company for all tools assigned to him.

## Weather Conditions

**26.04** At any time when the Company considers, in keeping with the Intent of sections 12.02 and 12.03, that the weather is unsuitable for outside work, employees will be assigned to work under shelter as far as practicable, except where, in the judgment of the Company, cases of emergency or necessity exists.

**26.05** Where as a result of inclement weather conditions an employee:

(a) does not report for work to his reporting centre he shall not receive pay for that day.

(b) is late because of disruptions to public transportation, he shall be paid for the half tour of duty in which he reports to his reporting centre.

## Absence Due to Family Emergency

**26.06** It is recognized that family emergencies occur which necessitate an employee's absence. The Company will attempt to minimize the financial impact of such absences by the granting of paid time owing to the employee. It is understood that time off for family emergencies is to attend to immediate responsibilities and the employee will make every reasonable effort to return to work as soon as possible.



ARTICLE 27 - EMPLOYEE AND  
UNION INFORMATION

Employee Information

**27.01** The Company agrees to supply each employee with a copy of this Agreement.

Union Information

**27.02** The Company agrees to send, on March 15 of each year, to the designated Officer of the National Union, a list of home addresses as shown on Company records of all employees in the bargaining unit. The home addresses of employees who object to their release shall be omitted from that list.

**27.03** The Union shall, no later than February 1 of each year, inform in writing the Director of Industrial Relations, of the name, occupation and work location of the employees who object to the release of this information by the Company. The Union recognizes its full responsibility in that respect.

**27.04** The Union will save the Company harmless from any and all causes of actions or claims which may be made against it by any employee, or on behalf of any employee, or employees as a result of the release of home addresses to the Union.

ARTICLE 28 - BULLETINBOARDS

**28.01** The Company will supply and install bulletin boards or provide clearly delineated space on existing bulletin boards on its property for use by the Union for posting notices with respect to Union activities.

**28.02** Such bulletin boards shall be provided where practicable wherever five or more employees covered by this Agreement are permanently located in a Company building, and where such employees are permanently located in leased premises.

**28.03** The Union agrees to post only factual notices, reports and announcements pertaining to Union meetings, elections, nominations, appointments, finances, or recreational and social activities.

**28.04** 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 any Local or National Representative 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.

## **ARTICLE 29 - WAGES AND WORKING CONDITIONS FOR NORTHERN SERVICE**

### **Definitions**

The following definitions shall apply to this Article.

**29.01** "Northern Service" means any assignment of an employee, to work in a specified northern and remote location for a continuous period of at least one week.

**29.02** "Northern Allowance" means an allowance payable by the Company to employees working in a Northern Locality.

**29.03** "Northern Locality" means any locality designated as such in section 29.21

**29.04** "Living Conditions Allowance" means an allowance payable to an employee working in a Northern Locality when the conditions stipulated in section 29.07 apply.

#### General

**29.05** The Company agrees to advise the Union of the name of each Northern Locality additional to those listed in section 29.21 and its category for purposes of determining the Northern Allowance that shall apply.

**29.06** The Company agrees to advise the Union of the regular amounts of overtime assigned from time to time under the Single and Family plans for each locality. The amount of overtime hours to be assigned will not be less than as provided in the appropriate Company practice.

**29.07** The Company shall pay a Living Conditions Allowance when

(a) abnormal living conditions exist for instance where suitable lodging is not available to the Company on a rental basis,

(b) an employee with the permission of the Company provides his own lodging, or

(c) where no community exists at or near the work location and continuous attendance of the employee is required at the work location.

**29.08** An employee shall ~~be paid~~ a Living Conditions Allowance of ~~\$10.00~~ for each night spent under conditions described in section **29.07**.

#### **Applicability of Certain Plans**

**29.09** The Family Plan, Single Plan or Local Plan, as described from ~~time~~ to time in the Company's Practices, may apply to employees working in a Northern Locality.

**29.10** The Family Plan shall ~~apply to~~ an employee assigned to Northern Service with his family, provided his assignment is for a continuous period of at least three years; however, the ~~Company may~~ consider an assignment of less than three years as an assignment under the Family Plan.

**29.11** The ~~Single~~ Plan shall apply to an employee assigned to Northern Service without any family for a continuous period of not ~~less~~ than one week.

**29.12** The Local Plan shall apply to an ~~employee~~ hired in any Northern Locality, and headquartered in ~~the~~ same locality.

#### **Application of Certain Articles of this Agreement**

**29.13** The basic hours of work, the basic rates of pay and associated wage administration and other working conditions set forth in this Agreement shall ~~apply to~~ Northern Service, except insofar as varied by this ~~Article~~.

**29.14** Except ~~for~~ the provisions relating to Northern Allowance and Living Conditions Allowance as set out in this Article, it is expressly understood and agreed that the

contents of this Article do not apply to an employee under the Local Plan; however, the contents of the other Articles of this Agreement do apply to such an employee. '

### **Hours of Work**

**29.15** An employee assigned to Northern Service who accrues entitlement to time off with pay under the provisions of section 18.03 may bank up to eight days of such entitlement, and be granted the time off in conjunction with his vacation or on completion of his assignment to Northern Service.

### **wages**

**29.16** The full wages for an employee assigned to Northern Service shall include:

(a) Basic Rate of Pay

Basic rate of pay shall be as defined in section 17.01.

(b) Northern Allowance

Northern Allowance payable in accordance with the category assigned the Northern Locality where the employee is based, and as set forth in section 29.20.

(c) Overtime

The provisions of Article 19 shall not apply to Northern Service. The first two hours of assigned overtime, as provided in section 29.06, will be paid each week at time and one-half and the balance of hours assigned

will be paid at double time regardless of the number of overtime hours actually worked. Any overtime hours worked in excess of the assigned amount per week will be paid at double time.

The full wages may also include:

(d) Living Conditions Allowance

Living Conditions Allowance payable as per section 29.08.

### **Wage Administration**

**29.17** The provisions of Articles 20, 21 and 25 as varied below, will apply to employees assigned to Northern Service:

(a) Holidays: Regarding section 20.02 for Northern Localities outside Québec and Ontario, the **Company** will designate the day to be observed as a substitute for Remembrance Day.

(b) Annual Vacations: In addition to the provisions of Article 21, the applicable Northern Allowance will be paid for each week of vacation actually spent in the Northern Locality.

(c) Absence Due to ~~Sickness or Quarantine~~ Prior to the Eighth Full Calendar Day of Absence: An employee, absent due to sickness or quarantine, who qualifies for payment under Article 25, shall be paid pursuant to section 29.16 during the period of absence. If he does not qualify under the above mentioned Article, he shall be paid pursuant to subsections 29.16 (b), (c) and (d).

(d) Travelling Time: An employee under the Single or Family Plan shall be paid full wages for times spent travelling to and from Northern Service and his former headquarters or established home if within the Company's territory, including travelling time at the commencement and end of vacations.

**29.18** No part of the provisions of sections 18.22 through 18.30 will apply to employees assigned to Northern Service.

### Reimbursement for Expenses

**29.19** No part of the provisions of Articles 23 and 24 will apply to an employee assigned to Northern Service with the following exceptions:

(a) Actual living and transportation expenses will be paid by the Company when the job assignment requires such expenses.

(b) An employee, who takes sick or meets with an accident while on Northern Service, may be returned to his former headquarters or established home if within the Company's territory at the expense of the Company.

**29.20** The weekly Northern Allowance payable to an employee shall be in accordance with the following:

<u>Category of Northern Locality</u>	<u>Single or Family Plan</u>	<u>Local Plan</u>
A	\$ 175	\$ 175
B	150	150

**29.21** Category "A" Northern Localities are those situated north of the 55th parallel of latitude, and without limiting the number of the foregoing, include:

Iqaluit, Nanisivik, Poste-de-la-Baleine, Rankin Inlet, and Kuujuaq.

**29.22** Category "B" Northern Localities are those situated south of the 55th parallel of latitude, and without limiting the number of the foregoing, Include:

Big Trout Lake, La Grande 1, La Grande 2, 3 and 4, Fort George, Opinaca, Duplante, as well as all other locations the Company may designate as such during the term of this Agreement.

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### **ARTICLE 30 - WITNESS AND JURY DUTY**

**30.01** An employee who has been excused from a regular work assignment because of jury duty, or to act as a witness in Court under subpoena, shall be granted pay at his basic rate (or for a part-time employee at his pro-rata proportion of the basic rate) for the necessary absence from duty.

**30.02** An employee shall report for regular duties when temporarily or finally excused from such attendance at court.

**30.03** Notwithstanding the provisions of sections 18.19 to 18.21 inclusive, when an employee assigned to work an off-normal tour of duty is validly ordered to attend jury duty or is subpoenaed as a witness, the Company shall, if the employee so requests, change the employee's tour to a day tour of duty on each day for which the employee's attendance at Court is required.



**30.04** When, before leaving work on the last day of work preceding his vacation, an employee is validly ordered to attend jury duty, and the time stipulated for attendance at Court falls within the time scheduled for the employee's vacation, the Company, if the employee *so requests*, shall re-schedule the vacation at a later date in the calendar year for which the vacation is given or by the end of April of the following year.

**30.05** When a day scheduled for compensating time off under Article 18, falls on a day for which an employee's attendance at Court is required for jury duty, or as a subpoenaed witness, the Company shall ~~re-schedule~~ the compensating time off after the completion of his Court duties.

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### ARTICLE 31 - BEREAVEMENT LEAVE

**31.01** An employee shall be granted, in the event of the death of his spouse, common-law spouse, son or daughter, bereavement leave with pay from any of his scheduled tours of duty that occur during the five days immediately following the day of death.

**31.02** An employee shall be granted, in the event of the death of his father, mother, brother, sister, mother-in-law, father-in-law, grandchild, or other relative residing in the same permanent residence as does the employee, bereavement leave with pay from his scheduled tours of duty for any necessary period, not exceeding three days.

**31.03** The Company may extend the periods of bereavement leave with pay provided for in sections 31.01 and 31.02 to one week when it is necessary for the employee to leave the city in which he is employed.

**31.04** An employee shall be granted, in the event of the death of his grandparent, one day bereavement leave with pay, from a scheduled tour of duty

**32 - LEAVE FOR EMPLOYEES WITH CHILDREN RESPONSIBLE**

**32.01 Leave**

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**32.01** An employee who has completed six (6) consecutive months of continuous employment with the Company shall be granted a parental leave without pay of up to seventeen (17) weeks, which leave may begin not earlier than eleven (11) weeks prior to the estimated date of delivery and end not later than seventeen (17) weeks from the date of commencement of the leave of absence.

**Parental Leave**

**32.02** An employee who has completed six (6) consecutive months of continuous employment with the Company shall be granted a parental leave without pay as follows:

(a) when an employee who has or will have the actual care and custody of a newborn child, the employee shall be granted a leave of up to twenty-six (26) weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care; and

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(b) when an employee is adopting a child, the employee shall be granted a leave of up to twenty-six (26) weeks in the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.

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**32.03** For an ~~employee~~ eligible to a leave as provided under subsection **32.02 (b)**, a supplementary adoption leave without ~~pay~~ of up to ~~seventeen~~ **(17)** weeks is available and ~~shall~~ be granted upon request. This leave may begin not earlier than ~~eleven~~ **(11)** weeks prior to the estimated date on which the child is to come into the ~~employee's~~ care and end within the ~~fifty-two~~ **(52)** week ~~period~~ beginning on the day on which the child comes into the employee's care.

General

**32.04** The employee shall complete and submit to the ~~Company~~ a written application, with documentation as required by the ~~Company~~, for leave without pay under this Article at least four **(4)** weeks before the ~~day specified~~ in the application as the day on which the ~~employee~~ intends to commence such leave. Where circumstances preclude submission of the ~~application~~ four **(4)** weeks before commencement of the leave, the leave will not be unreasonably denied.

**32.05** An employee who applies for a leave without pay under this Article but whose application is not in every respect in accordance with the conditions provided in ~~sections 32.01, 32.02, 32.03 and 32.04, as applicable,~~ may, at the discretion of, and under such circumstances as may be prescribed by the Company, be granted a leave of absence, but such leave will not carry a guarantee of re-engagement.

**32.06** An employee who wishes to resume employment on expiration of a leave granted pursuant to section 32.01, 32.02 or 32.03 shall be reinstated in the position occupied by the employee at the time such leave commenced. In the event such position no longer exists the employee will be placed in a comparable position, with not less than the same wages and benefits. However, to be entitled to re-engagement, an employee must present himself (herself) for re-engagement in the Company or the first working day following the expiry of the leave, or (where applicable) the first working day following the expiry of the leave plus the number of the days between the estimated date of confinement and the actual date of confinement if the latter is later, and provide medical certification of that date

**32.07** If an employee reports for work and resumes employment provided under section 32.06, the employee will be credited with seniority for the period of the leave(s).

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### Supplemental Allowance Plan

**1.0** A regular employee who has been granted a maternity leave under section 32.01 or a parental leave (for adoption) under subsection 32.02 (b) and provides the Company with proof of application and eligibility to receive unemployment insurance benefits, shall be paid a Supplemental Allowance in accordance with the provisions of sections 32.09, 32.10, 32.11 and 32.1

**2.0** To be eligible, the employee shall sign an agreement with the Company providing

(a) to return to work and remain in the Company's employ for a period of at least six (6) months after such return to work

(b) to return to work on the date of the expiry of maternity leave provided under section 32.01 or parental leave provided under section 32.02, and

(c) that the employee recognizes indebtedness to the Company for the amount received as a Supplemental Allowance should the conditions provided in subsections 32.09 (a) and (b) not be satisfied.

**32.10** In respect of the period of maternity leave granted under section 32.01, payments made according to the Supplemental Allowance Plan will consist of the following:

(a) for the first two weeks, nil payment;

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(b) for up to the next fifteen (15) weeks, payments as provided in Attachment E.

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**32.11** In respect of the period of parental leave (for adoption) granted under subsection 32.02 (b), payments as provided in Attachment E according to the Supplemental Allowance Plan will be made for up to ten (10) weeks.

**32.12** In the event that legislation is enacted that provides additional unemployment insurance (other than increases in the maximum standard benefits) or any other payment of salary during the period an employee is receiving the Supplemental Allowance provided in sections 32.10 or 32.11, the amount that the employee is entitled to receive as provided in Attachment E shall be decreased by the amount the employee is entitled to receive as a result of such additional unemployment insurance or other payment.

## ARTICLE 33 - EMPLOYMENT EQUITY

**33.01** (a) The Company and the Union recognize the need to achieve equality in the workplace and to provide disabled employees with reasonable accommodation, without undue hardship, whenever possible, so that no person shall be denied employment opportunities for reasons unrelated to ability.

(b) The Company and the Union agree that this Article shall be applied in a manner consistent with their respective obligations as set out in this Collective Agreement.

**33.02** (a) To give effect to the principle that equal opportunity in employment for women, aboriginal peoples, persons with disabilities and persons who are, because of their race or colour, in a visible minority in Canada, means more than treating persons in the Same way but also requires special measures and the accommodation of differences, the parties agree that notwithstanding the provisions of subsection 10.07 (b), the Company may, in each twelve (12) month period, starting January 1 of each year, fill up to two (2) job openings in each district of the Company, for the purpose of Employment Equity, in lieu of granting a 912B application.

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- (i) Except as otherwise provided in subsection 33.02 (a) (ii), such job openings shall be filled in the order provided in subsections 10.07 (b) (iv) and (v) and in accordance with the provisions of subsection 10.07 (d).
  - (ii) In each province, for every two (2) job openings filled for the purpose of Employment Equity by way of granting

a 912D application, the company may fill one job opening by hiring, in a regular full-time employee status, a person with a disability, an aboriginal person, or a person who, because of race or colour, is in a visible minority, provided that there is no qualified 912D or 912C applicant for that job.

The number of job openings to be filled under section 33.02 shall never exceed two (2) per district per year, as led in subsection 33.02 (a).

(b) The Company shall inform the local Steward, on a form to be supplied by the Company, of any job opening so filled.

**33.03** Notwithstanding the provisions of section 14.12, a Union grievance may be submitted in accordance with section 14.11 relating to the interpretation, application, administration or alleged violation of section 33.02.

#### **ARTICLE 34 - BARGAINING PROCEDURE**

**34.01** All negotiations with a view to the completion of a collective agreement or to effecting changes or modifications in this Agreement shall be conducted between the authorized Bargaining Representatives of the Union on the one hand and the designated Bargaining Representatives of the Company on the other.

The number of employees of the Company to be authorized as Bargaining Representatives of the Union shall not exceed eight.

**34.02** No agreement resulting from collective bargaining as herein provided shall be deemed to have been concluded until it is put in writing and signed by the authorized Bargaining Representatives of the Union and by the designated Bargaining Representatives of the Company and an agreement so signed shall take effect as and from the effective date specified therein

**34.03** The Company agrees that it will bear all costs for simultaneous translation during consultative and bargaining meetings but in the latter case only until the expiry date of the Collective Agreement, or the date that conciliation assistance is requested, whichever is later, at which time said expenses shall be borne by the parties in equal *shares*.

#### ARTICLE 35 - COST OF LIVING ALLOWANCE

**35.01** if the June 1992 Consumer Price index (C.P.I.) exceeds the C.P.I. for June 1991 by more than 6.4%, then all basic rates of pay in effect at August 31, 1992 will be increased effective September 1, 1992 by a percentage figure equal to the difference between: <sup>51</sup>/<sub>3</sub>

(a) the percentage by which the June 1992 C.P.I. exceeds the June 1991 C.P.I.

and

(b) 6.4%

**35.02** If the June 1993 Consumer Price Index (C.P.I.) exceeds the C.P.I. for June 1992 by more than 6.4%, then all basic rates of pay in effect at August 31, 1993 will be increased effective September 1, 1993 by a percentage figure equal to the difference between:





(a) the percentage by which the June 1993 C.P.I. exceeds the June 1992 C.P.I.

and

(b) 6.4%

**35.03** The Consumer Price Index used for the formula in sections 35.01 and 35.02 shall be the C.P.I. - Canada All Items (1986 = 100) as published by Statistics Canada or any successor department or agency.

**35.04** Should the Consumer Price Index be amended or discontinued prior to January 1992, the parties agree to consult to determine a means by which rates of pay will be increased effective September 1, 1992, consistent with the formula in section 35.01.

**35.05** Should the Consumer Price Index be amended or discontinued prior to January 1993, the parties agree to consult to determine a means by which rates of pay will be increased effective September 1, 1993, consistent with the formula in section 35.02.

### ARTICLE 36 - DURATION

**36.01** This Agreement shall become effective on the date of signing except as otherwise provided and, shall remain in full force and effect up to and including November 30, 1995.

**36.02** Either party to this Agreement may, by written notice given to the other party at least 30 days but not more than 90 days before the expiry of this Agreement,

require the other party to commence collective bargaining for the purpose of renewing or revising this Agreement or entering into a new Agreement.

3. Notice shall be sufficient with respect to the Union if it is directed to Communications, Energy and Paperworkers Union of Canada, 350 Allstate Court, Suite 1900, Ottawa, Ontario K1R 4A4, or if it is directed to the Company if addressed to the Secretary of the Company at 1050 Beaver Hall Hill, Montreal, Quebec H2Z 1S4.

WITNESS CLAUSE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 5th day of January 1994.

**Communications,  
Energy and  
Paperworkers  
Union** of Canada

Bell Canada

Réjean D. Bercier  
Richard Long  
Rend Roy  
Janice McClelland  
Dennis Buckley  
Claude Desrosiers  
Norm Fowler  
Rend Jean  
Ray Mortimer  
Alain Portelance  
Alain Rheault  
Dave Speck

Thomas D. Mullins  
Donna Elliott  
Yvon Leclair  
Stephen R. Bedard  
Harry Bergshoeff  
Micheline Gauthier  
Gene Gravel

ATTACHMENT A

Index Of Wage Schedules BY Occupations

<u>Title</u>	<u>Schedule</u>	<u>Title</u>	<u>Schedule</u>
Apparatus Cleaner	5	House Service Anendant	7
Auto. Equip. Mech.	4	Inquiry Desk Attendant	6
Auto Equip. Mech. App.	4	Installer II	1
Bldg. Cntrl. Cntr. Oper.	3	Installation-Repair Technician II	1
Bldg. Mtce. Technician	5	Line Technician	1
Bldg. Equip. Technician	3	Materiel Anendant I	2
Bldg. Service Attendant	5	Materiel Anendant II	2
Business Technician I	1	Materiel Attendant III	2
Business Technician II	1	Materiel Driver - Tractor Trailer	2
Cable Repair Technician	1	Painter	5
Carpenter	5	Plasterer	5
Central Off. Technician I	1	Plumber	3
Central Off. Technician II	1	Repair Technician II	1
Central Off. Technician III	1	Splicer	1
Combination Technician	1	Stationary Engineer (3rd class)	3
Data Comms. Technician I	1	Stationary Engineer (4th class)	3
Data Comms. Technician II	1	Tester	1
Craft Technician	1	Transmission Testing Technician	1
Electrician		Utility Anendant	5
Elevator Mechanic	3		
Engineroom Mechanic	3		
Express Driver	2		
Garage Service Attendant	4		

## ATTACHMENT B

### LIST OF HEADQUARTERS

Alma	Coaticook
Arnprior	Cobourg (Port Hope)
Asbestos	Collingwood
Atikokan	Cornwall
	Cowansville
Baie-St-Paul	
Bancroft	Deep River
Barrie	Dolbeau
Barry's Ba	Drummondville
Belleville (Trenton)	Dryden
Beloeil	
Big Trout Lake	Ear Falls
Blind River	Eganville
Bracebridge	Elliot Lake
Brampton	Espanola
Brantford	Exeter
Brockville	
Buckingham	Fermont
Burk's Falls	Fori Erie
	Fori Frances
Cabano	Fori George
Carleton Place	
Chambly	Georgetown
Chapleau	Geraldton
Chateauguay	Goderich
Chatham	Gracefield
Chicoutimi (Arvida, Jonquière)	Granby
Churchill Falls	Guelph
Clinton	

**ATTACHMENT B**  
**(Cont'd)**

**LIST OF HEADQUARTERS**

Haliburton	Maniwaki
Hamilton	Marathon
Hawkesbury	Marieville
Hull	Markham
Huntsville	Mégantic
	Metcalfé
Ignace	Midland
Iqaluit	Milton
	Montréal
Joliette	Mount Forest
Kapuskasing	Newmarket
Kenora	Niagara Falls
Kingston	Nipigon
Kirkland Lake	North Bay
Kitchener (Cambridge)	
	Oakville (Bronte,
Lachute	Clarkson)
La Malbaie	Orangeville
La Pocatière	Orillia
Leamington	Ormstown
Les Escoumins	Oshawa
Lindsay	Ottawa
Listowel	Owen Sound
Little Current	
London	Parry Sound
	Pembroke
Madoc	Peterborough
Magog	Port Carling
Manitouwadge	

**ATTACHMENT B  
(Cont'd)**

**LIST OF HEADQUARTERS**

Québec	Sarnia
Rainy River	Sault Ste. Marie
Red Lake	Schreiber
Renfrew	Senneterre
Richmond	Shawinigan
Richmond Hill	(Grand Mère)
Rivière-du-Loup	Sherbrooke
Roberval	Simcoe
Rockland	Sioux Lookout
	Smiths Falls
	Sorel
Ste-Agathe	Stratford
Ste-Anne-de-Bellevue (Dorion)	Strathroy
Ste-Anne-des-Plaines	Streetsville
St-Bruno	Sturgeon Falls
St. Catharines	Sudbury
St-Eustache	Sundridge
St-Félicien	
St-Hyacinthe	Tadoussac
St-Jean	Terrebonne
St-Jérôme	Thessalon
St-Jovite	Thetford Mines
St-Pascal	Thunder Bay
St-Paul-L'Ermite	Tillsonburg
Ste-Rose	Toronto
(Ste-Thérèse)	Trois-Pistoles
St-Thomas	Trois-Rivières

**ATTACHMENT B**  
**(Cont'd)**

**LIST OF HEADQUARTERS**

**Valleyfield**  
**Varenes**  
**Verchères**  
**Victoriaville**

**Walkerton**  
**Wawa**  
**Welland (Port Colborne)**  
**Winchester**  
**Windsor**  
**Wingham**  
**Woodstock**



ATTACHMENT C

WAGE SCHEDULE 1

Class 1A Occupations

Craft Technician

Class I Occupations

Business Technician I  
Cable Repair Technician  
Central Office Technician I  
Combination Technician  
Data Communications Technician I  
Splicer  
Tester  
Transmission Testing Technician

Class II Occupations

Business Technician II  
Central Office Technician II  
Data Communications Technician II  
Installer II  
Installation-Repair Technician II  
Line Technician  
Repair Technician II

Class III Occupations

Central Office Technician III

## CRAFT AND SERVICES EMPLOYEES

## WAGE SCHEDULE 1

## WEEKLY RATES

Reg. Step	
.	\$490.57
2	\$525.76
3	\$581.72
4	\$616.85
5	\$654.90
6	\$711.38
7	\$749.74
*8	\$799.16
**9	\$841.28
**10	\$919.85
***11	\$965.06

SOIA  
1

All I  
Step

1	\$500.31
2	\$535.50
3	\$591.84
4	\$624.94
5	\$658.95

Progress to Step 6 of Regular Schedule

All II  
Step

1	\$510.11
2	\$544.33
3	\$601.01
4	\$632.96
5	\$663.09

Progress to Step 6 of Regular Schedule

Maximum Rates:  
 \* Class III  
 \*\* Class II  
 \*\*\* Class I

Note - For Class 1A Occupations  
 add \$ 4.25 on Step 8  
 add \$ 6.35 on Step 9  
 add \$ 8.45 on Step 10  
 add \$10.60 on Step 11

CRAFT AND SERVICES EMPLOYEES

WAGE SCHEDULE 2

WEEKLY RATES

<b>Reg. Step</b>	
1	\$490.57
2	\$525.76
3	\$581.72
4	\$616.85
5	\$654.90
a6	\$711.38
7	\$749.74
b8	\$772.30
9	\$807.26
c10	\$872.55

<b>All I step</b>	
1	\$500.31
2	\$535.50
3	\$591.84
4	\$624.94
5	\$658.95

Progress to Step 6 of Regular Schedule

<b>All II Step</b>	
1	\$510.11
2	\$544.33
3	\$601.01
4	\$632.96
5	\$663.09

Progress to Step 6 of Regular Schedule

Maximum Rates:  
a Materiel Attendant II, Express Driver  
b Materiel Attendant II  
c Materiel Attendant I, Materiel Driver - Tractor Trailer

## • CRAFT AND SERVICES EMPLOYEES

## WAGE SCHEDULE 3

## WEEKLY RATES

Reg. Step	
1	\$445.80
2	\$472.67
3	\$528.89
4	\$563.09
5	\$595.73
6	\$630.71
7	\$678.67
a8	\$715.66
9	\$751.92
b10	\$803.59
c11	\$859.57
d12	\$923.92

Alt I step	
1	\$455.54
2	\$482.41
3	\$539.09
4	\$568.23

## Progress to Step 5 of Regular Schedule

Alt II step	
1	\$460.55
2	\$491.19
3	\$542.15
4	\$570.71

## Progress to Step 5 of Regular Schedule

## Maximum Rates:

- a Stationary Eng - jobs requiring a 4th class certificate
- b Stationary Eng - jobs requiring a 3rd class certificate,
- Building Control Centre Operator
- c Elevator Mechanic, Electrician, Engineerroom Mechanic, Plumber
- d Building Equipment Technician

**CRAFT AND SERVICES EMPLOYEE3  
WAGE SCHEDULE 4  
WEEKLY RATES**

<b>Reg. Step</b>	
1	\$442.06
2	\$468.79
3	\$524.38
4	\$558.25
5	\$616.92
a6	\$667.28
7	\$681.72
8	\$708.69
9	\$745.41
10	\$784.72
11	\$869.28
b12	\$933.61

<b>Alt I Step</b>	
1	\$451.71
2	\$478.44
3	\$534.48
4	\$563.33

Progress to Step 5 of Regular Schedule

<b>Alt II Step</b>	
1	\$456.72
2	\$487.27
3	\$537.54
4	\$565.91

Progress to Step 5 of Regular Schedule

Maximum Rates:

a Garage Service Attendant

b Automotive Equipment Mechanic, Automotive Equipment Mechanic Apprentice

1  
2  
3  
4

**CRAFT AND SERVICES EMPLOYEES**  
**WAGE SCHEDULE 5**  
**WEEKLY RATES**

<b>Reg. Step</b>	
1	\$442.06
2	\$468.79
3	\$524.38
4	\$558.25
a5	\$616.92
b6	\$644.11
7	\$672.66
c8	\$708.69
d9	\$742.79
e10	\$781.20
f11	\$810.07

<b>All I Step</b>	
1	\$451.71
2	\$478.44
3	\$534.48
4	\$563.33

Progress to Step 5 of Regular Schedule

<b>All II Step</b>	
1	\$456.72
2	\$487.27
3	\$537.54
4	\$565.91

Progress to Step 5 of Regular Schedule

**Maximum Rates:**

**a** Apparatus Cleaner

**b** Building Service Attendant

**c** \*Utility Attendant

**d** Building Maintenance Technician

**e** Carpenter, Painter

**f** Plasterer

\* Not Authorized for employment of Regular or Regular Term employees

CRAFT AND SERVICES EMPLOYEES  
WAGE SCHEDULE 6  
INQUIRY DESK ATTENDANT  
WEEKLY RATES

Reg. Step	
1	\$372.73
2	\$400.14
3	\$476.44
4	\$492.89
5	\$512.21

**CRAFT AND SERVICES EMPLOYEES  
WAGE SCHEDULE 7  
HOUSE SERVICE ATTENDANT  
WEEKLY RATES**

Full Time

**Reg.  
Step**

1	\$376.25
2	\$432.84
3	\$570.53

36 Hours

**Reg.  
Step**

1	\$349.45
2	\$402.40
3	\$526.60

30 Hours

**Reg.  
Step**

1	\$295.30
2	\$339.15
3	\$443.60



ATTACHMENT D

FAMILIES

WAGE  
SCHEDULES

WAGE  
SCHEDULES

	<b>1. <u>Installation</u></b>		<b>4. <u>Cable Repair</u></b>
1	Business Technician I	1	Cable Repair Technician
1	Business Technician II		
1	Combination Technician		
1	Installer II		
1	Installation-Repair Technician II		
	<b>2. <u>Repair</u></b>		<b>5. <u>Central Office</u></b>
1	Business Technician I	1	Central Office Technician I
1	Business Technician II	1	Central Office Technician II
1	Combination Technician	1	Central Office Technician III
1	Installation-Repair Technician II	1	Combination Technician
1	Repair Technician II	1	Craft Technician
1	Tester	1	
	<b>3. <u>Construction</u></b>		<b>6. <u>Data Communications</u></b>
1	Line Technician	1	Business Technician I
1	Splicer	1	Business Technician II
1	Transmission Testing Technician	1	Data Comms. Technician I
		1	Data Comms. Technician II

Note: • Where there is an opening for a Tester (cable) position, 912B applicants from Cable Repair will be considered in applying the provisions of paragraph (ii) of subsection 10.07 (c) of the Collective Agreement.

ATTACHMENT D  
(Cont'd)

FAMILIES

WAGE  
SCHEDULES

WAGE  
SCHEDULES

**7. Material**

2	Material Anendant I
2	Material Anendant II
2	Material Anendant III
2	Material Driver - Tractor Trailer
2	Express Driver

**9. Auto. Equipment**

4	Auto. Equip. Mech.
4	Auto. Equip. Mech. App.
4	Garage Service Attendant

**8. Buildings**

3	Bldg. Cntrl. Cntr. Oper.
5	Bldg. Mtce. Technician
5	Apparatus Cleaner
6	Inquiry Desk Anendant
7	House Service Anendant
5	Bldg. Service Anendant
3	Engine room Mechanic
3	Stationary Engineer (3rd Class)
3	stationary Engineer (4th Class)
5	Utility Anendant
3	Bldg. Equip. Technician

**10. Trades**

3	Electrician
5	Plasterer
3	Elevator Mechanic
5	Painter
5	Carpenter
3	Plumber

ATTACHMENT E

SUPPLEMENTAL ALLOWANCE PLAN  
CRAFT AND SERVICES - SCHEDULE

<u>* WEEKLY BASIC RATE OF PAY -</u> <u>FULL-TIME EMPLOYEES</u>	<u>Supplemental Allowance</u> <u>WEEKLY PAYMENT</u>
\$	\$
00.01 - 10.00	1.80
10.01 - 20.00	3.60
20.01 - 30.00	5.40
30.01 - 40.00	7.20
40.01 - 50.00	9.00
50.01 - 60.00	10.80
60.01 - 70.00	12.60
70.01 - 80.00	14.40
80.01 - 90.00	16.20
90.01 - 100.00	18.00
100.01 - 110.00	19.80
110.01 - 120.00	21.60
120.01 - 130.00	23.40
130.01 - 140.00	25.20
140.01 - 150.00	27.00
150.01 - 160.00	28.80
160.01 - 170.00	30.60
170.01 - 180.00	32.40
180.01 - 190.00	34.20
190.01 - 200.00	36.00
200.01 - 210.00	37.80
210.01 - 220.00	39.60
220.01 - 230.00	41.40
230.01 - 240.00	43.20
240.01 - 250.00	45.00
250.01 - 260.00	46.80
260.01 - 270.00	48.60
270.01 - 280.00	50.40
280.01 - 290.00	52.20
290.01 - 300.00	54.00
300.01 - 310.00	55.80
310.01 - 320.00	57.60
320.01 - 330.00	59.40
330.01 - 340.00	61.20
340.01 - 350.00	63.00
350.01 - 360.00	64.80

Note: \* Average Weekly Basic Rate of Pay For Pan-Time Employees

ATTACHMENT E  
(Cont'd)

**SUPPLEMENTAL ALLOWANCE PLAN**  
**CRAFT AND SERVICES - SCHEDULE**

<b>* WEEKLY BASIC RATE OF PAY - FULL-TIME EMPLOYEES</b>	<b>Su</b>	<b>Ital Allc ( PAYN</b>
<b>\$</b>		<b>\$</b>
360.01 - 370.00		66.60
370.01 - 380.00		68.40
380.01 - 390.00		70.20
390.01 - 400.00		72.00
400.01 - 410.00		73.80
410.01 - 420.00		75.60
420.01 - 430.00		77.40
430.01 - 440.00		79.20
440.01 - 450.00		81.00
450.01 - 460.00		82.80
460.01 - 470.00		84.60
470.01 - 480.00		86.40
480.01 - 490.00		88.20
490.01 - 500.00		90.00
500.01 - 510.00		91.80
510.01 - 520.00		93.60
520.01 - 530.00		95.40
530.01 - 540.00		97.20
540.01 - 550.00		99.00
550.01 - 560.00		100.80
560.01 - 570.00		102.60
570.01 - 580.00		104.40
580.01 - 590.00		106.20
590.01 - 600.00		108.00
600.01 - 610.00		109.80
610.01 - 620.00		111.60
620.01 - 630.00		113.40
630.01 - 640.00		115.20
640.01 - 650.00		117.00
650.01 - 660.00		118.80
660.01 - 670.00		120.60
670.01 - 680.00		122.40
680.01 - 690.00		124.20

Note: \* Average Weekly Basic Rate of Pay For Pan-Time Employees

ATTACHMENT E  
(Cont'd)

**SUPPLEMENTAL ALLOWANCE PLAN**  
**CRAFT AND SERVICES - SCHEDULE**

<u>KL</u> / <u>AN</u>	<u>RATE OF PAY.</u> <u>EMPLOYEES</u>	<u>Supplemental Allowance</u> <u>WEEKLY PAYMENT</u>
	\$	\$
	690.01 - 700.00	126.00
	700.01 - 710.00	127.80
	710.01 - 720.00	129.60
	720.01 - 730.00	131.40
	730.01 - 740.00	133.20
	740.01 - 750.00	137.85
	750.01 - 760.00	145.35
	760.01 - 770.00	152.85
	770.01 - 780.00	160.35
	780.01 - 790.00	167.85
	790.01 - 800.00	175.35
	800.01 - 810.00	182.85
	810.01 - 820.00	190.35
	820.01 - 830.00	197.85
	830.01 - 840.00	205.35
	840.01 - 850.00	212.85
	850.01 - 860.00	220.35
	860.01 - 870.00	227.85
	870.01 - 880.00	235.35
	880.01 - 890.00	242.85
	890.01 - 900.00	250.35
	900.01 - 910.00	257.85
	910.01 - 920.00	265.35
	920.01 - 930.00	272.85
	930.01 - 940.00	280.35
	940.01 - 950.00	287.85
	950.01 - 960.00	295.35
	960.01 - 970.00	302.85
	970.01 - 980.00	310.35
	980.01 - 990.00	317.85
	990.01 - 1000.00	325.35

Note: \* Average Weekly Basic Rate of Pay For Part-Time Employees

**MEMORANDUM OF AGREEMENT BETWEEN**  
**BELL CANADA: HEREINAFTER DESIGNATED AS**  
**THE COMPANY**  
**AND**  
**COMMUNICATIONS. ENERGY AND**  
**PAPERWORKERS UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES**  
**EMPLOYEES;**  
**HEREINAFTER DESIGNATED AS THE UNION**

The parties agree that notwithstanding any section to the contrary of the ~~collective agreement signed~~ between the parties on January 5, 1994, the following special provisions shall apply for the period January 9, 1994 to December 24, 1994 inclusive:

1. The basic hours of work per day shall be nine hours.
2. The basic hours of work per week shall be 36 hours on the basis of a four day week. The additional day of rest created by this reduced work week shall be scheduled by the Company each week consecutive to another day off work taken by the employee.
3. A Regular Full-Time employee shall be required to take one additional day off work without pay in every ten week period beginning on January 9, 1994, for a total of five (5) days. Such additional days off work shall be scheduled by the Company consecutive to another day off work taken by the employee within the same ten week period.

4. (a) The "Basic Rate of Pay" of an employee shall be the amount of money per week, **as specified** in the **applicable** wage schedule attached to this Memorandum of Agreement, which is paid to an employee for **working** his basic hours of work.  
  
(b) For purposes of pension entitlement, a **Regular Full-Time** employee shall be deemed to have **been paid for 38 hours per week at an** hourly rate equivalent to the basic rate of pay.  
  
(c) Article 35 of the **collective** agreement, which article deals with Cost of Living Allowance, shall have no application during the term of this Memorandum of Agreement.
5. No Regular Full-Time employee shall be entitled to cumulate compensating **time** off under section 18.03 of the collective agreement.
6. The Company shall not resort to lay-off of any employee under the force **adjustment** provisions contained in Article 11 of the **collective** agreement.
7. The use of contractors shall be dealt with according **to the process set out in the Letter** of Intent concerning contracting out dated January 5, 1994.
8. The employment of all Temporary employees in the bargaining unit shall be terminated **prior to** January 9, 1994 and the Company, shall not hire Temporary employees into the bargaining unit during the term of this Memorandum of Agreement.

9. (a) Either party may, by written notice given to the other at least 30 days but not more than 90 days prior to November 30, 1994, require the other party to commence collective bargaining for the purpose of establishing certain working conditions that will apply for the period December 25, 1994 to November 30, 1995. It is expressly understood that only the items set out in this Memorandum of Agreement are subject to revision by collective bargaining during the term of the collective agreement.
- (b) When such notice has been given under this special provision, it is expressly understood that the provisions of sections 71 through 89 of the Canada Labour Code are available to the parties.
10. Upon the expiry of this Memorandum of Agreement on December 25, 1994, the employees shall be governed by all applicable sections of the collective agreement.

IN WITNESS WHEREOF, we have signed at Montreal on this 5th day of January, 1994.

FOR THE  
COMPANY

FOR THE  
UNION

Thomas D. Mullins

Réjean D. Berclier

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## CRAFT AND SERVICES EMPLOYEES

## WAGE SCHEDULE 1

## WEEKLY RATES

<b>Reg. Step</b>	
1	\$464.76
2	\$498.10
3	\$551.09
4	\$584.39
5	\$620.42
6	\$673.96
7	\$710.28
*8	\$757.12
9	\$797.00
**10	\$871.45
***11	\$914.26

All I  
step

1	\$473.98
2	\$507.31
3	<b>\$560.70</b>
4	\$592.06
5	\$624.28

Progress to step 6 of Regular Schedule

All II  
step

1	\$483.26
2	\$515.66
3	\$569.38
4	\$599.65
5	\$626.20

Progress to Step 6 of Regular Schedule

Maximum Rates:

\* Class III  
 \*\* Class II  
 \*\*\* Class I

Note - For Class 1A Occupations

add \$ 4.25 on Step 8  
 add \$ 6.35 on Step 9  
 add \$ 8.45 on Step 10  
 add \$10.60 on Step 11

**CRAFT AND SERVICES EMPLOYEES  
WAGE SCHEDULE 2  
WEEKLY RATES**

<b>Reg. Step</b>	
1	\$464.76
2	\$498.10
3	\$551.09
4	\$584.39
5	\$620.42
a6	\$673.96
7	\$710.28
b8	\$731.66
9	\$764.78
c10	\$826.63

<b>Alt I step</b>	
1	\$473.98
2	\$507.31
3	\$560.70
4	\$592.06
5	\$624.28

Progress to Step 6 of Regular Schedule

<b>Alt II Step</b>	
1	\$483.26
2	\$515.66
3	\$569.38
4	\$599.65
5	\$626.20

Progress to Step 6 of Regular Schedule

Maximum Rates:  
 a Materiel Attendant III, Express Driver  
 b Materiel Attendant II  
 c Materiel Attendant I, Materiel Driver - Tractor Trailer

## CRAFT AND SERVICES EMPLOYEES

## WAGE SCHEDULE 3

## WEEKLY RATES

Reg.  
step

1	\$422.35
2	\$447.80
3	\$501.05
4	\$533.45
5	\$564.37
6	\$597.53
7	\$642.96
a8	\$677.99
9	\$712.33
b10	\$761.29
c11	\$814.32
d12	\$875.30

Alt I  
step

1	\$431.57
2	\$457.02
3	\$510.73
4	\$538.31

## Progress to Step 5 of Regular Schedule

Alt II  
step

1	\$436.32
2	\$465.34
3	\$513.61
4	\$540.68

## Progress to Step 5 of Regular Schedule

## Maximum Rates:

- a Stationary Eng - jobs requiring a 4th class certificate
- b Stationary Eng - jobs requiring a 3rd class certificate,  
Building Control Centre Operator
- c Elevator Mechanic, Electrician, Engineerroom Mechanic, Plumber
- d Building Equipment Technician

**CRAFT AND SERVICES EMPLOYEES****WAGE SCHEDULE 4****WEEKLY RATES**

<b>Reg. Step</b>	
1	\$418.79
2	\$444.13
3	\$496.76
4	\$528.88
5	\$584.46
a6	\$632.16
7	\$645.84
8	\$671.40
9	\$706.18
10	\$743.44
11	\$823.54
b12	\$884.48

<b>Alt I Step</b>	
1	\$427.93
2	\$453.28
3	\$506.34
4	\$533.66

Progress to Step 5 of Regular Schedule

<b>Alt II step</b>	
1	\$432.68
2	\$461.63
3	\$509.26
4	\$536.11

Progress to Step 5 of Regular Schedule

**Maximum Rates:****a** Garage Service Attendant**b** Automotive Equipment Mechanic, Automotive Equipment Mechanic  
Apprentice

## CRAFT AND SERVICES EMPLOYEES

## WAGE SCHEDULE 5

## WEEKLY RATES

Reg.  
step

1	\$418.79
2	\$444.13
3	\$496.76
4	\$528.88
a5	\$584.46
b6	\$610.20
7	\$637.27
c8	\$671.40
d9	\$703.69
e10	\$740.09
f11	\$767.45

Alt I  
step

1	\$427.93
2	\$453.28
3	\$506.34
4	\$533.66

Progress to Step 5 of Regular Schedule

Alt II  
step

1	\$432.68
2	\$461.63
3	\$509.26
4	\$536.11

Progress to Step 5 of Regular Schedule

## Maximum Rates:

- a Apparatus Cleaner
- b Building Service Attendant
- c Utility Attendant
- d Building Maintenance Technician
- e Carpenter, Painter
- f Plasterer

▪ Not Authorized for employment of Regular or Regular Term employees

CRAFT AND SERVICES EMPLOYEES

WAGE SCHEDULE 6

INQUIRY DESK ATTENDANT

WEEKLY RATES

Reg. stop	
1	\$353.12
2	\$379.08
3	\$451.37
4	\$466.96
5	\$485.24

**MEMORANDUM OF AGREEMENT BETWEEN**  
**BELL CANADA: HEREINAFTER DESIGNATED AS**  
**THE COMPANY**  
**AND**  
**COMMUNICATIONS, ENERGY AND**  
**PAPERWORKERS UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES**  
**EMPLOYEES:**  
**HEREINAFTER DESIGNATED AS THE UNION**

1. The parties agree that any regular full-time or regular part-time employee who is pregnant, who is regularly scheduled to work with video display terminals (V.D.T.) and who does not wish to work with V.D.T.s during the remainder of her pregnancy may, subject to the conditions expressed in this Memorandum, elect either of the following two options:
  - A) Receive a leave of absence without pay to cover the period prior to which she is or would be entitled to a maternity leave of absence pursuant to Article 32 of the Collective Agreement between the parties dated January 5, 1994, hereinafter designated as the Collective Agreement, or
  - B) be assigned other work in the bargaining unit.

## Unpaid Leave of Absence

2. A) In order to be eligible to receive the leave of absence referred to in paragraph 1 A) the employee must complete and submit an application, with acceptable documentation certifying the pregnancy, and specifying the estimated date of delivery. The Company agrees that every effort will be made to expedite the granting of the leave of absence and in any case, the implementation of such a leave of absence will not be delayed for more than five days following the date of application for the leave of absence, unless a longer period is agreed to by the employee.
- B) An employee who is on a leave of absence referred to in paragraph 1 A) and whose pregnancy is terminated shall be reinstated in the position occupied by her at the time such leave commenced, or in the position occupied by her at the time she first exercised an option under paragraph 1, whichever is the earlier. Such reinstatement shall be made within five days of a request by the employee.
3. In addition to paragraph 2, employees who are eligible to, and wish to apply for, a maternity leave of absence pursuant to Article 32 of the Collective Agreement must do so in accordance with the provisions of that Article. (This means that an employee must make the application required in Article 32 of the Collective Agreement at the appropriate time during the leave of absence referred to in paragraph 1 A).)



### Other Work Assignment

4. Employees who elect option B) shall be assigned other work in the bargaining unit in the following manner and sequence:
- First, to an existing job, at a comparable wage level in her own reporting centre which does not require the employee to work with a V.D.T.

Second, to an existing job, at a comparable wage level at any other work location within the Headquarters which does not require the employee to work with a V.D.T.

  - Third, to an existing job at a comparable wage level at any other work location which does not require the employee to work with a V.D.T.
  - Fourth, to an existing job, at a lower wage level at any work location. In such a case, the employee shall assume the rate of the job for the period of the reassignment.

For the purpose of assigning other work in the bargaining unit as outlined above, the employee being reassigned and any employee affected by that reassignment shall not be able to exercise their seniority rights to prevent the reassignment of the pregnant employee. Where it becomes necessary to displace an employee who is not pregnant, the Company agrees to seek volunteers in the affected location. But where there are no such volunteers, the junior employee on a non-V.D.T. job in the affected location will be so displaced. The volunteer, or the junior employee so displaced will, notwithstanding any provision

of the Collective Agreement, have priority over  
912B applications to return to the location from  
which she was moved.

If, after following the sequence referred to above, an  
employee cannot be reassigned she may elect option  
A).

5. An employee who elects option B) shall be offered  
other work in the bargaining unit within five working  
days of her election. Her status of full time or part-time  
shall be maintained.

67  
c11

6. An employee who elects option B) and who is  
assigned to another job

A) foregoes her right for the duration of the temporary  
assignment to the provisions of section 17.03 and  
Articles 22, 23 and 24 of the Collective Agreement,  
and

B) shall choose her vacation in her former work  
location as if she still occupied her former position  
in that location.

If, however, while on the reassigned position, the  
employee is obliged by the Company to report to other  
work locations, she will retain her right to Articles 22,  
23 and 24 for such reporting assignments. In such  
cases, the "reporting centre" shall be considered to  
be the temporarily reassigned reporting centre.

7. The provisions of Article 16 (Technological Change) of the Collective Agreement shall not be applied to an employee who has elected option B) and has been moved to another reporting centre where the Technological Change occurs at the reporting centre to which the employee has been temporarily assigned. They will apply, however, where the Technological Change occurs at the reporting centre from which she has been temporarily assigned.
8. An employee who elects option B) and who is assigned to a new position and who is unwilling to commence or to continue work in her new position, may then elect either to stay in her original position or to exercise option A). If she elects option A) before reporting to her new position, she will stay in her original position until option A) takes effect.
9. An employee who elects option B) who wishes to resume her employment on expiration of her maternity leave shall be reinstated in the position occupied by her immediately prior to her reassignment rather than the "position occupied by her at the time such leave commenced" as specified in subsection 32.01 (d) of the Collective Agreement.

#### General

10. The parties agree that any contestations concerning the interpretation, administration or operation of this Memorandum shall be resolved by reference to the grievance and arbitration procedures set forth in the Collective Agreement.

11. The Company and the Union shall act in a fair and reasonable manner when carrying out the provisions of this Memorandum.
12. This Memorandum shall replace the Memorandum of Agreement signed on February 11, 1991, and shall remain in full force and effect during the term of the Collective Agreement.

Signed at Montréal this 5th day of January 1994.

FOR THE  
COMPANY

FOR THE  
UNION

Thomas D. Mullins

Réjean D. Bercier

---

CRAFT AND SERVICES EMPLOYEES  
HOURLY EQUIVALENTS BY WAGE SCHEDULE  
FOR ALL REGULAR STEPS

WAGE SCHEDULE 1  
HOURLY RATES

Reg. Step	
1	\$12.910
2	\$13.836
3	\$15.308
4	\$16.233
5	\$17.234
6	\$18.721
7	\$19.730
8	\$21.031
9	\$22.139
10	\$24.207
11	\$25.396

WAGE SCHEDULE 2  
HOURLY RATES

Reg. Step	
1	\$12.910
2	\$13.836
3	\$15.308
4	\$16.233
5	\$17.234
6	\$18.721
7	\$19.730
8	\$20.324
9	\$21.244
10	\$22.962

*base*

**WAGE SCHEDULE 3**

**HOURLY RATES**

**Reg.  
Step**

<b>1</b>	<b>\$11.732</b>
<b>2</b>	<b>\$12.439</b>
<b>3</b>	<b>\$13.918</b>
<b>4</b>	<b>\$14.818</b>
<b>5</b>	<b>\$15.677</b>
<b>6</b>	<b>\$16.598</b>
<b>7</b>	<b>\$17.860</b>
<b>8</b>	<b>\$18.833</b>
<b>9</b>	<b>\$19.787</b>
<b>10</b>	<b>\$21.147</b>
<b>11</b>	<b>\$22.620</b>
<b>12</b>	<b>\$24.314</b>

**WAGE SCHEDULE 4**

**HOURLY RATES**

**Reg.  
Step**

<b>1</b>	<b>\$11.633</b>
<b>2</b>	<b>\$12.337</b>
<b>3</b>	<b>\$13.799</b>
<b>4</b>	<b>\$14.691</b>
<b>5</b>	<b>\$16.235</b>
<b>6</b>	<b>\$17.560</b>
<b>7</b>	<b>\$17.940</b>
<b>8</b>	<b>\$18.650</b>
<b>9</b>	<b>\$19.616</b>
<b>10</b>	<b>\$20.651</b>
<b>11</b>	<b>\$22.876</b>
<b>12</b>	<b>\$24.569</b>

**WAGE SCHEDULE 5**  
**HOURLY RATES**

<b>Reg. Step</b>	
1	\$11,633
2	\$12,337
3	\$13,799
4	\$14,691
5	\$18,238
6	\$18,650
7	\$17,702
8	\$18,650
9	\$19,647
10	\$20,658
11	\$21,318

**WAGE SCHEDULE 6**  
**HOURLY RATES**

<b>Reg. Step</b>	
1	\$ 9,809
2	\$10,530
3	\$12,538
4	\$12,971
5	\$13,479

**WAGE SCHEDULE 7**  
**HOURLY RATES**

Full Time

**Reg.  
Step**

1	\$ 9.801
2	\$11.881
3	\$18.014

36 Hours

**Reg.  
Step**

1	\$ 9.707
2	\$11.178
3	\$14.828

30 Hours

**Reg.  
Step**

1	\$ 9.843
2	\$11.808
3	\$14.787



**The following Letters of Intent are Included in this agreement solely for the sake of convenience and shall not be construed as forming part of this Collective Agreement.**

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Bell Canada  
1050, côte du Beaver Hall  
Montréal (Québec) H2Z 1S4  
(514) 870-1611

# Bell

January 5, 1994

Mr. Réjean D. Bercier  
National Representative  
CEP

**Subject: Contracting Out**

Dear Mr. Bercier:

This is to confirm our understanding reached during bargaining for the renewal of the Craft and Services and Operator Services and Dining Service Employees Collective Agreements regarding the issue of contracting out.

What follows has been developed jointly in a spirit of cooperation and trust based on the belief that there is a value and benefit to the employee, the Company and the customer if:

- Employment security is enhanced by a productive, healthy and cost effective organization.
- While striving to provide employment security to regular employees, there is an improved understanding as to why contractors are used.
- There is a greater involvement by employees in the decision-making process.
- The Union and the Company work together and act responsibly balancing the interests of the customer, the Company and the employee regarding the issue of the utilization of contractors.

Based on the principles outlined above, the parties have agreed to establish forums for the exchange of information and to encourage consultation between management and representatives of the Union on issues related to the contracting out of work which may be performed by bargaining unit employees.

At least once per year, or more frequently where agreed to by both parties, an Officer of the Union (or their delegate) shall meet with a Tier A manager (who has bargaining unit employees in his organization) to discuss the broad principles associated with the contracting out issue as it pertains to the manager's organization.

Each quarter, or more frequently where agreed to by both parties, each Tier B manager shall meet with the Local Union President (representing bargaining unit employees in the Tier B manager's organization) to discuss and review contracting out activity and concerns within the manager's organization. The Tier B manager and the Local Union President may jointly agree to delegate, in part or in full, the responsibility for these quarterly meetings where, in their opinion, such delegation would result in more meaningful dialogue between the parties.

It is agreed that the meetings contemplated under this letter may be face-to-face, by conference call, etc., as deemed appropriate by the individuals involved.

Although not intended to limit the scope of discussions between the Local Union President and Tier B manager (or their designates), areas which shall be reviewed include:

- Work contracted out by the manager's organization since the last meeting.
- Feedback on work which was contracted out (to highlight possible improvements or suggest alternatives).
- Work which is expected to be contracted out (with as much advance notice as practicable).
- Alternatives to the contracting out of work (e.g., utilizing part-time employees, qualified Operator Services employees in the case of Craft & Services work, more efficient utilization of available employees across districts/departments, etc.).

In discussions related to the contracting out of bargaining unit work, relevant considerations may include, but are not limited to, the type of work being contracted out, the availability of necessary skills and equipment, price and quality competitiveness, balancing out the amount of work required to be performed, etc.

The parties wish is that these forums encourage a growing and meaningful dialogue at the operating level of the Company on the issue of contracting out.

Yours truly,



T.D. Mullins  
Director of Industrial Relations (CER)

Bell Canada  
1080, rue du Bayar, Hall  
Montréal (Québec) H2Z 1B4  
(514) 876-1611

# Bell

January 5, 1994

Mr. Réjean D. Bercier  
National Representative  
CRP

Subject: Time off for Union Business (Article 5)

Dear Mr. Bercier:

This is to confirm our understanding regarding the above-mentioned subject and applicable to the Craft and Services Employees Bargaining Unit.

#### Article 5

The Union and the Company underline the common understanding that paid time off for grievance handling includes:

- time for the Steward to meet the grievor,
- passing the grievance from one step to another which could involve a change of representative,
- some necessary discussions with the National Union office i.e. reasonable "handling" of a grievance,

but does not include:

- time for Union grievance committee meetings,
- time for on-site investigations by Union Stewards.

In summary, paid time is granted for a grievor and his Steward to consult, reasonable handling of the grievance and face-to-face meetings with management. All other time is unpaid (CRP).

Section 5.01 (Paid time to handle grievances)

The company will encourage field managers to discuss required time off for grievance handling with the employee requesting such time to ensure that the necessary, reasonable amount of time is given, subject to service requirements.

If the manager decides the time is not reasonable, the employee may have only the authorized time and may exercise his right to grieve accordingly if not satisfied.

Once time has been approved by a manager, the code will not be changed at a later date.

Yours truly,



T.D. Mullins  
Director of Industrial Relations (CEP)

Bell Canada  
1850, côte du Beaver Hall  
Montréal (Québec) H2Z 1S4  
(514) 870-1511

# Bell

January 5, 1994

Mr. Réjean D. Bercier  
National Representative  
CEP

Subject: **912B Procedure**

Dear Mr. Bercier:

This is to record the understanding reached during bargaining for the renewal of the Craft and Services employees Collective Agreement regarding subsections 10.07 (a) and 10.07 (c).

1. With regard to subsection 10.07 (a), "meets job requirements" shall mean that the employee is meeting the basic requirements of his job, is not on interim review and is, in his general performance, satisfactory. For example, an employee will not be disqualified for reasons of one or two absences, one or two lates or one or two minor quality defects.
2. With regard to subsection 10.07 (c) it is understood that job qualifications will bear a reasonable relationship to the basic requirements of the job opening and it is further understood that qualifications for jobs of the same type will not be dissimilar.
3. The 912B Form may be used to request changes of jobs, including jobs of the same classification which have significant differences in their work content as, for example, C.O. Step-by-Step to C.O. SP-1, etc. It may also be used to request a change in jobs of the same classification from Residence Sales and Service to Business Sales and Service.

Yours truly,



T.D. Mullins  
Director of Industrial Relations (CEP)

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Bell Canada  
1050, côte du Beaver Hall  
Montréal (Québec) H2Z 1S4  
(514) 870-1511

# Bell

January 5, 1994

Mr. Réjean D. Bercier  
National Representative  
CEP

**Subject: Joint Committee on the 912 Transfer Plan**

Dear Mr. Bercier:

This is to confirm our understanding reached during bargaining for the renewal of the Craft and Services Employees Collective Agreement regarding the Joint Committee on the 912 Transfer Plan.

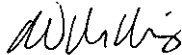
The Joint Committee will consist of five (5) Company representatives and five (5) Union representatives mandated to make recommendations for consideration by the parties on the following issues:

- the 912 Transfer Plan
- the BC 4986 notification process
- the application of the term "group" within the context of the collective agreement
- occupational titles and family structure

Any recommendations to implement improvements and/or replace existing 912 procedures during the term of the collective agreement shall require the agreement of both parties.

The Joint Committee shall first meet within two (2) months of the signing of the collective agreement and issue its report within twelve (12) months of that first meeting unless another date is mutually agreed to by the parties.

Yours truly,



T.D. Mullins  
Director of Industrial Relations (CEP)



Bell Canada  
1060, côte du Beaver Hall  
Montréal (Québec) H2Z 1S4  
(514) 870-1511

# Bell

January 5, 1994

Mr. Réjean D. Bercier  
National Representative  
CEP

Subject: **Utilization of Temporary and Part-Time Employees**

Dear Mr. Bercier:

This is to outline our understanding regarding the utilization by the Company of Temporary and Part-Time employees in the Craft and Services and Operator Services and Dining Service bargaining units.

It is agreed that the Company shall continue to inform the Union, on a quarterly basis, of available statistics regarding the utilization of Temporary and Part-Time employees in both Regions. In addition, the Vice-President (Personnel Resources) will review, on a quarterly basis, in committee, within the Company, the utilization of temporary and part-time employees.

Furthermore, in order to ensure a proper mutual understanding of the Company's needs and of the Union's potential concerns, both parties will meet in consultation, twice a year, to review and discuss such statistics together with any potential problems associated with the status of 912B applicants.

Yours truly,



T.D. Mullins  
Director of Industrial Relations (CEP)

Bell Canada  
1000, rue du Beaver Hall  
Montreal (Quebec) H2Z 1S4  
(514) 870-1611

# Bell

January 5, 1994

Mr. Réjean D. Bercler  
National Representative  
CBP

Subject: Freezing of Grievances

Dear Mr. Bercler:

This is to outline our understanding regarding the "freezing of grievances" arising out of the interpretation of a provision of the Craft and Services Collective Agreement.

Following the Company's reply at Step 3, to at least one grievance on the issue being considered for freezing, a National Representative of the Union and the appropriate Director - Industrial Relations (CBP) shall work out the specific procedure in each instance which must contain at least the following elements:

- a) Following mutual agreement to implement the "freeze" procedure, all grievances already heard at Step 1 of the grievance procedure and those which may be submitted and heard at Step 1 during the "freeze" period which deal with the same provision of the Collective Agreement and substantially the same matter as the grievance which triggered the "freeze" shall be immediately referred to Step 3 and frozen at that step. A method to identify such cases shall be determined by the National Representative of the Union and the appropriate Director - Industrial Relations (CBP).
- b) Where no agreement is reached with respect to the referral of a grievance to Step 3, in accordance with this procedure, it shall be processed through the normal grievance procedure, as contained in Article 14 of the Collective Agreement.
- c) Where a National Representative of the Union believes that a grievance concerns an issue which has not been "frozen", the grievance shall be referred to the appropriate step of the grievance procedure. The normal time limits shall apply and commence on the date on which the local Union Representative refers the grievance to the appropriate manager.
- d) The National Union shall then choose one representative case which will be submitted to arbitration in accordance with Article 15 of the Collective Agreement.

- e) The grievance frozen at Step 3 shall remain frozen until 30 days have elapsed from the receipt by the parties of the final arbitration award in respect of the representative case referred to arbitration as provided in paragraph d), at which time
- i) the parties shall meet as early as possible to deal conclusively with those grievances. It is understood that the arbitration award just referred to does not determine the outcome of the other grievances unless the parties agree;

**AND**

- ii) the 30 calendar day time limit for referring a grievance to arbitration expressed in Article 15 commences to run.
- f) The normal time limits prescribed in Article 14 of the Collective Agreement for submitting a grievance to Step 1 of the grievance procedure shall be respected.
- g) The Union and the Company shall be responsible for informing their respective Stewards and managers of the existence of a "freeze" and of its nature.

Yours truly,



T.D. Mullins  
Director of Industrial Relations (CEP)

Bell Canada  
1050, cote du Beaver Hill  
Montréal (Québec) H2Z 1S4  
(514) 870-1...

# Bell

January 5, 1994

Mr. Réjean D. Bercier  
National Representative  
CEP

Subject: **Four (4) Day Work Week**

Dear Mr. Bercier:

This is to outline our understanding applicable to the Craft and Services employees bargaining unit regarding the possible institution of a four (4) day work week on a local basis. The following conditions shall apply:

- A four (4) day work week may be instituted only by mutual agreement between local management and local Union representatives, provided that each employee affected gives his consent to the arrangement.
- It is agreed that every time a four (4) day work week is to be instituted, the applicable terms and conditions shall be confirmed in a Letter of Agreement signed between the appropriate Director - Industrial Relations (CEP) and an Officer of the CEP, or their designates.
- Where a four (4) day work week is instituted, both parties further agree that, one of the two following options shall be mutually agreed upon for the purposes of applying Articles 18 and 19 of the Craft and Services employees Collective Agreement:

#### **OPTION 1**

- the terms "scheduled tour of duty" and "basic hours of work" shall mean a tour of ten (10) hours of work; and
- the four (4) day work week shall be equivalent to a five (5) day work week for purposes of determining an employee's entitlement to compensating time off.

**OPTION II**

- the terms "scheduled tour of duty" and "basic hours of work" shall mean a tour of nine and one half (9 1/2) hours of work; and
- the employee shall not accumulate any compensating time off as provided under Article 18 of the Collective Agreement for the duration of the four (4) day work week.
- . The option chosen shall be so indicated by the parties in the Letter of Agreement referred to above.

**General**

- . Compressed work week arrangements, other than those outlined above, may be implemented by the parties within the general framework specified under the terms of this letter where such an arrangement meets with the approval of both the Director of Industrial Relations (CEP) and an Officer of the Union, or their designates.
- . Any agreement by the parties under the terms of this letter shall be conditional to the observance of all legal requirements prescribed under any applicable legislation.

Yours truly,



T.D. Mullins  
Director of Industrial Relations (CEP)

Bell Canada  
1050, côte du Beaver Hall  
Montréal (Québec) H2Z 1S4  
(514) 870-1511

# Bell

January 5, 1994

Mr. Réjean D. Bercier  
National Representative  
CEP

**Subject: Assignment of Hours of Work - Part-Time Employees**

Dear Mr. Bercier:

This is to confirm our understanding reached during bargaining for the renewal of the Craft and Services Employees Collective Agreement regarding the assignment of hours to Part-Time employees.

**Fair Distribution of Hours**

The parties agree that a temporary employee will not be scheduled to work more hours in a pay period than a Regular Part-Time employee working within the same occupation, Tier D manager and reporting centre entity (or larger entity where agreed to by the Tier B manager and Local Union President).

Any concerns regarding a perceived unfair distribution of hours within a seniority unit should be raised locally by the Union in discussion with the Tier C or Tier B manager, as deemed appropriate by the parties. With due regard to the operating concerns of management, the purpose of these discussions should be to facilitate a fair distribution of hours amongst part-time and temporary employees by reviewing options and alternatives, as appropriate.

**Availability for Work**

A Regular Part-Time employee may make himself available for work in other occupations and/or job locations when not required to work in his normal occupation and reporting centre. It is understood that the employee's availability is subject to the work requirements of his own group as determined by his Tier D manager. The employee's Tier D manager will take the necessary steps to ensure that management responsible for those other occupations and/or job locations are informed of the employee's availability for work.

**Travel Allowance**

An employee who accepts to work in another job location as a result of his declaration of availability shall not be entitled to travel allowance as provided under Article 23.

Yours truly,



T.D. Mullins  
Director of Industrial Relations (CEP)

Bell Canada  
1050, cité du Beaver Hall  
Montréal (Québec) H2Z 1S4  
(514) 870-1511

# Bell

January 5, 1994

Mr. Réjean D. Bercier  
National Representative  
CEP

Subject: Application of section 18.14 to employees in the Logistics Department  
(Matériel and Automotive Equipment groups)

Dear Mr. Bercier:

This is to outline our understanding regarding the meaning of the word "group" in section 18.14 of the Craft and Services employees Collective Agreement with respect to the matériel and automotive equipment groups in the Logistics Department of the Company.

It is agreed that the word "group", for the purpose of section 18.14, shall mean the functional group in the seniority unit at the reporting centre.

It is further agreed that, where as a result of the application of section 18.14, an employee will report to another Tier D manager, the following conditions shall apply:

- Prior to being entitled to a change of Tier D manager, the employee's performance must meet the requirements of his existing job.
- Following such a change of Tier D manager, another change of Tier D manager resulting from the application of section 18.14 shall not take place, for this employee, during the twelve following months, unless otherwise agreed by management.

Yours truly,



T.D. Mullins  
Director of Industrial Relations (CEP)



Bell Canada  
1060, côte du Beaver Hall  
Montréal (Québec) H2Z 1S4  
(514) 870-1511

# Bell

January 5, 1994

Mr. Réjean D. Bercier  
National Representative  
CEP

**Subject: Training Programmes Outside the Country**

Dear Mr. Bercier:

This is to confirm our understanding that employees of the Craft and Services employees bargaining unit who, at the request of the Company, take courses or attend training programmes outside the country, remain covered by the bargaining unit during their attendance at such courses or programmes.

When employees are assigned to courses outside the country, the provisions of the Collective Agreement in effect at the time of the assignment shall continue to apply. It is agreed, however, that per diem allowances will be paid in U.S. dollars.

If the circumstances are such that the employer can not apply the provisions of section 24.05 of the Collective Agreement, the assignment will be on a voluntary basis unless the parties conclude a letter of agreement relating to the conditions applicable during this assignment, in which case all employees assigned to these courses or programmes will be covered by the conditions of this agreement.

In all cases, the employee will have thirty (30) days (as defined in section 14.01 of the Collective Agreement) from the date of his return to Canada to file a complaint or a grievance in virtue of the provisions of the Collective Agreement or, as the case may be, in virtue of the provisions of the agreement referred to in the previous paragraph.

Yours truly,



T.D. Mullins  
Director of Industrial Relations (CEP)

Bell Canada  
1050, côte du Beaver Hall  
Montreal (Québec) H2Z 1S4  
(514) 870-1511

# Bell

January 5, 1994

Mr. Réjean D. Bercier  
National Representative  
CEP

Subject: **Home Dispatch**

Dear Mr. Bercier:

This is to outline our understanding applicable to the Craft and Services bargaining unit regarding Home Dispatch.

#### GENERAL

- Local management and local Union representatives will, by consensus, select the occupations to which Home Dispatch may apply as well as the localities and districts where they may be implemented. Implementation of Home Dispatch shall not proceed in a location without the approval of a National Representative of the Union.
- The Company agrees that any costs directly associated with the Home Dispatch (e.g., provisioning of facsimile service, the incremental cost of insurance coverage which may be required, etc.), which are approved by the employee's manager, will be paid for by the Company. Where these costs are not approved by the Company, the employee will not be considered as a volunteer for the Home Dispatch. It is further agreed that this approval will not be unreasonably withheld.
- Materiel will be stored and handled in the usual manner.
- The vehicle, its contents, and all such other equipment or services provided by the Company are to be used for Bell Canada business-related purposes only.

#### SELECTION OF EMPLOYEES FOR THE HOME DISPATCH

- Participation is strictly voluntary, limited to Regular employees, and based upon the mutual consent of the employee and his manager.
- It is agreed that there will be no changes made to the occupational titles of the participants, due to their participation in Home Dispatch.

- Volunteers will be chosen by the Company in order of seniority from among volunteers residing in the locations, within the occupational groups, districts, and localities selected by the Company.
- Participation may be terminated by either the Company or by the employee upon fourteen (14) days notice.
- When an individual's participation is ended, the employee shall be reintegrated in his permanent occupation at his normal report centre.

#### **APPLICABILITY OF COLLECTIVE AGREEMENT PROVISIONS**

- An employee, during the period of his participation in Home Dispatch, will be entitled to all the provisions of the Collective Agreement with the exception of the following:
  - Home Dispatch will be considered a temporary "special project" with regard to Articles 22 and 23.
  - During the period of the employee's participation, he shall not be entitled to travel allowance as provided under Article 23.
  - Sections 18.32 and 18.33 shall not apply to the time spent travelling in the Company vehicle from the employee's home to his first job and from the last job to his home (this time shall be unpaid).

#### **INSURANCE**

- The employee will be reminded that it may be advisable to inform his insurers of the fact that Company vehicle and equipment will be located on his premises and under care.
- With respect to damages either caused by or to the vehicle or equipment, except where the vehicle or equipment is used without authorization or in cases of willful damages, the liability will be assumed by the Company except as otherwise covered by the Régie de l'Assurance Automobile du Québec or the Ontario Insurance Commission.

**NOTIFICATION**

- The Company agrees to supply to the appropriate Local and National office of the Union, the
    - name
    - report centre
    - organization code
    - home address
    - home phone number
    - Company provided facsimile number (if any)
- of each employee involved.

Yours truly,



T.D. Mullins  
Director of Industrial Relations (CEP)

Bell Canada  
1050, côte du Br. Juvet Hall  
Montréal (Québec) H2Z 1S4  
(514) 870-1511

# Bell

January 5, 1994

Mr. Réjean D. Bercier  
National Representative  
CEP

Subject: **Workforce Diversity**

Dear Mr. Bercier:

This is to confirm our understanding reached during bargaining for the renewal of the Operator Services and Dining Service Employees, and Craft and Services Employees Collective Agreements regarding Workforce Diversity (including Employment Equity).

#### **Shared Vision**

The Company and the Union recognize the need to achieve equality in the workplace so that all employees are treated with dignity and respect, are free from harassment, and are provided the opportunity to achieve their full potential.

This means that women, aboriginal peoples, persons with disabilities and persons who are, because of their race or colour, in a visible minority in Canada may require the implementation of special measures and accommodation to overcome unintentional discrimination. In a similar vein, the Company and the Union recognize the need for greater awareness and acceptance of the diversity of our workforce.

#### **Establishment of Joint Committees**

The parties agree to work together to share the responsibility for dealing with workforce diversity issues in pursuit of the shared vision. A Corporate Committee is established and mandated to oversee the development of programs and policies for implementation and follow-up by two provincial Committees. The Committees are further mandated to establish the interests, determine the viability and operability of workforce diversity policies and prioritize action items. It is recognized that the Company may, in certain circumstances, operate outside the structure of the Joint Committees in view of its obligations as required by legislation, regulation or similar authority.

Decisions of the Committees are to be achieved jointly by consensus with a view to promoting, to the fullest extent practicable, the active involvement of employees, union representatives, and managers at the operating level of the Company.

Within the terms of reference expressed above, the Committees should explore issues of common interest, such as, but not limited to, the following:

- The Company and Union will consult on policy issues related to Employment Equity legislation and seek the input of the Corporate Committee on the implementation of guidelines (e.g., Employment Equity goals and timetables required of the employer under the Employment Equity Act; the development and implementation of special measures to promote the integration of the four (4) designated groups).
- The joint development and subsequent implementation of training strategies and educational programs dealing with issues associated with diversity, equity and human rights. Joint (Company-Union) leadership of harassment sensitivity training is strongly encouraged.
- The Company and CEP members of the Committees should specifically explore measures designed to facilitate the placement of female employees from the Operator Services and Dining Service bargaining unit into male-dominated positions in the Craft and Services bargaining unit. The criteria for qualifications of the employees who will be part of any special measure aimed at qualifying employees for non-traditional opportunities are not to be dissimilar to those established by former Joint Committees unless sanctioned by the Corporate Committee.
- The feasibility of utilizing qualified designated group candidates awaiting permanent placements for temporary or supplemental work opportunities in desired occupations.
- The development and implementation of on-going support mechanisms for persons placed into jobs through special measures.
- The provision of aids and assistance for job information and guidance.

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- The review of qualifications, as deemed appropriate by the Corporate Committee, to ensure that they are work related and do not present an illegal barrier to achieving equality in the workplace.
- The development and implementation of a policy regarding return to former position.

**Structure of the Joint Committees**

The structure of the Joint Committees is a reflection of the parties' mutual recognition that the shared vision can only be achieved by joint effort at the operating level of our organizations with strong and visible support from the officers of the Union and senior management of the Company.

The composition of the provincial Committees shall be:

**Ontario:** Five (5) Company and five (5) Union representatives.  
**Québec:** Five (5) Company and five (5) Union representatives.

Company representatives shall be Tier B managers (or equivalent) and all but one on each Committee are to be drawn from organizations which include bargaining unit employees.

There shall be one (1) National Representative of the Union on each Committee, with remaining representatives being employees of the Company acting for constituencies as determined by the Union.

The composition of the Corporate Committee shall be:

Six (6) Company and four (4) Union representatives.

At least three (3) of the Company representatives shall be Tier A managers (or equivalent) representing Bell Québec, Bell Ontario, and Corporate groups. Each provincial Committee will send one Company representative to sit on the Corporate Committee. The sixth Company representative will be a Tier B Corporate Personnel Manager.

Two (2) of the Union representatives shall be Officers of the Union representing Québec and Ontario. Each provincial Committee will send one Union representative to sit on the Corporate Committee.

**Schedule and Reporting**

The Corporate Committee shall convene its first meeting within three (3) months, and the provincial Committees within six (6) months, following the signing of the two Collective Agreements and will thereafter jointly determine the frequency of subsequent meetings.

The Corporate Committee will issue an annual report, beginning in 1995, reviewing the activities of the Joint Committees on Workplace Diversity.

Yours truly,



T.D. Mullins  
Director of Industrial Relations (CEP)



Bell Canada  
650, côte du Beaver Hall  
Montréal (Québec) H2Z 1S4  
(514) 870-1511

# Bell

January 5, 1994

Mr. Réjean D. Bercier  
National Representative  
CEP

Subject: **Office Consolidations, Centralizations and Closures**

Dear Mr. Bercier:

This is to confirm our understanding reached during bargaining for renewal of the Operator Services and Dining Service Employees and Craft and Services Employees Collective Agreements regarding office consolidations, centralizations and closures.

As soon as possible after learning of a potential office consolidation, centralization or closure, the Director - Industrial Relations undertakes to meet with the appropriate National Officer of the Union, or their delegate, in order to initiate local meetings between management and union representatives to consult on the impact of the consolidation, centralization or closure on employees and to explore the options available and possible alternatives to deal with the situation. To the extent possible, a standardized approach should be developed by the parties as a response to such situations.

Yours truly,



Jullins  
Director of Industrial Relations (CEP)

Aurèle C. Quenneville  
Director of Benefits  
  
Bell Canada  
Bureau 810A  
1050, 25<sup>e</sup> et Beaver Hall  
Montréal (Québec) H2Z 1S3  
Tel.: (514) 870-7131  
Envoy 100: AC.Quenneville  
IS: A.Quennev

# Bell

January 5, 1994

Mr. Réjean D. Bercier  
National Representative  
CEP

Dear Mr. Bercier:

This will confirm that for employees covered by the Operator Services and Dining Service and Craft and Services Collective Agreements, the terms and conditions of the plans mentioned below provide the following level of benefits rather than those published in the current Company benefits brochures.

**Dental Plan**

The 1990 Ontario and Québec Dental Fee Guides apply.

**Comprehensive Medical Expense (CME) Plan**

**Professional Services:**

- For employees residing in Québec:

The annual maximum reimbursement for expenses incurred for the services of a chiropractor is \$300.

- For employees residing in Ontario:

An annual maximum reimbursement of \$100 for expenses incurred for the services of a chiropractor is applicable after the maximum amount allowed by OHIP has been used up.

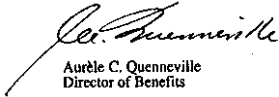
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**SDB/ADB**

Benefits for part-time employees will be based on the average weekly basic rate of pay during the 52 week period preceding the absence.

**Survivor Protection Program**

Sun Life of Canada, the insurer of the Basic Group Life Plan of the Survivor Protection Program will, upon application by the employee who qualifies, pay a terminally ill living benefit out of the employee's coverage under the Basic Group Life Plan. Sun Life of Canada shall develop and apply its own criteria for advancing a terminally ill living benefit. Depending on the circumstances, this benefit could represent up to 50% of the employee's coverage under the Basic Group Life Plan. It will also be subject to a maximum established by Sun Life.

  
Aurèle C. Quenneville  
Director of Benefits

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