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COLLECTIVE AGREEMENT

BETWEEN

**CANADIAN TELEPHONE EMPLOYEES'
ASSOCIATION**

AND

BIMCOR INC.

CLERICAL EMPLOYEES

EFFECTIVE 1ST JANUARY 1997

9866(02)

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BIMCOR INC.

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COLLECTIVE AGREEMENT

THIS AGREEMENT is made in duplicate this 25th day of April, 1997
BETWEEN:

CANADIAN TELEPHONE EMPLOYEES' ASSOCIATION, the duly certified bargaining agent, hereinafter referred to as the "Association",

OF THE FIRST PART:

. and .

BIMCOR INC., hereinafter called the "Company",

OF THE SECOND PART:

WHEREAS, by notice dated the 30th day of October, 1996, the Association requested the Company to enter into negotiations with a view to the completion of a collective agreement, replacing the Collective Agreement dated the 20th December, 1993:

- (a) To establish the rates of pay, hours of work and other working conditions for such of the employees **as** are employed in any of the occupations listed in Appendix A, and
- (b) To establish a procedure for final settlement without stoppage of work, on application of either party, of differences concerning the interpretation, application, administration or alleged violation of any of the provisions of this Agreement; and

WHEREAS, in pursuance of the above request, negotiations between the parties in good faith have resulted in this Collective Agreement;

NOW THEREFORE, this Agreement witnesseth that the parties hereto agree as follows:

ARTICLE 1
APPLICATION

- 1.01 The provisions of this Agreement shall apply to employees within the definition of the word "employee" provided in Article 3.
- 1.02 Use in this Agreement of the masculine or feminine gender shall be construed as including both male and female employees, and not as specific sex designations.

ARTICLE 2
DISCRIMINATION

- 2.01 The Company will not discriminate against an employee because of membership in the Association or activity authorized herein on behalf of the Association.
- 2.02 The Company and the Association agree that they will not threaten, intimidate or unlawfully discriminate against an employee for reasons of that employee's pregnancy, race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, political affiliation with a legitimate political party, conviction for which a pardon has been granted or for exercising any rights under this Collective Agreement. The parties also agree that no employee should be subjected to sexual harassment.

ARTICLE 3
DEFINITIONS

- 3.01 For purposes of this Agreement,
- (a) "Employee" means a person employed in Bimcor Inc., to do work in any of the occupations listed in Appendix A, but does not include a person who:
- (1) is employed in a confidential capacity in matters relating to labour relations, or
 - (2) exercises management functions.

- (b) "**Regular Employee**" means an employee whose employment is reasonably expected to continue longer than one year, although such employment may be terminated earlier by action on the part of the Company or the employee.
- (c) "**Regular Term Employee**" means an employee engaged for a specific project or a limited period with the definite understanding that **his** employment may terminate upon completion of the project or at the end of the period.
- (d) "**Temporary Employee**" means an employee who is engaged on the understanding that the period of employment is expected to continue for not more than twenty-four **(24)** months.
- (e) "**Full-Time Employee**" means an employee who is normally required to work the basic hours of work.
- (f) "**Part-Time Employee**" means an employee who is normally required to work less than the basic hours of work.
- (g) "**Probationary Employee**" means an employee having less than six (6) months of net credited service.
- (h) "**Basic Hours of Work**" means the basic hours of work per day and the basic days of work per week as provided in Article 24 for full-time employees.
- (i) "**Scheduled Work Week**" means the scheduled tours of duty comprising the basic hours of work for the week.
- (j) "**Tour of Duty**" means the period of time, not exceeding the basic hours of work per day, which an employee is scheduled to work on any day, and of which he has been advised in advance.
- (k) "**Half-Tour**" means one-half the duration of a tour of duty.
- (l) "**Representative**" means an employee who has been elected to represent a group of employees, and whose election as such has been certified by the Association to the Company.

(m) "Headquarters" means the localities listed in Appendix B in and from which an employee normally works.

ARTICLE 4
DEDUCTION OF REGULAR DUES

- 4.01** Subject to the provisions of this Article, the Company will deduct an amount equivalent to the regular Association dues from the pay of all employees in the bargaining unit.
- 4.02** Where an employee does not have sufficient earnings in respect of any pay period to permit deductions, the Company shall not be obligated to make such deductions from subsequent earnings.
- 4.03** The Company will cease making such deductions when an employee is assigned to a position not covered by an Agreement with the Association, with the exception of employees who are assigned to an acting or temporary management position for three months or less.
- 4.04** The Company agrees that all regular dues deductions will be processed on a regular basis with a deduction being made each pay period.
- 4.05** The amount of regular Association dues shall be such amount as may from time to time be certified to the Company, in a form approved by the Company, by an officer of the Association.
- 4.06** AS soon as possible after the end of each month, the Company will remit to the Treasurer of the Association, by cheque, the amount so deducted.
- 4.07** Regular Association dues means the dues established as the dues payable and shall not include any initiation fee, insurance premium or special levy.
- 4.08** The Association agrees to indemnify and save the Company harmless against any claim or liability arising out of the application of this Article.

ARTICLE 5
EMPLOYEE INFORMATION

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

ARTICLE 6
NOTIFICATION TO ASSOCIATION

6.01 The Company agrees to supply on an annual basis, to designated Officers of the Association, a list showing the names and net credited service date of all regular employees eligible for membership in the Association and on the payroll on December 31st of each year.

6.02 The Company will also provide monthly, a list of names and the net credited service date of all eligible employees added, deleted or changed from the annual list.

ARTICLE 7
EMPLOYEE REPRESENTATIVES

7.01 The number of Representatives shall not exceed two (2). The Association agrees to notify the Company in writing of the name of each Representative and of the company operating unit in which he acts as a Representative. A Representative shall not act as such during working time until the Company has been notified in writing of his election.

7.02 Before changing the status of any Representative who is to continue in the Company's employ, so as to render him ineligible to represent **his** voting unit, such Representative shall be allowed reasonable time to transfer his duties as a Representative to his successor.

7.03 The Company agrees to advise the Representative concerned when an employee is hired, transferred, reclassified, or promoted to a management position. Such advice will be given to the Representative at the time the employee is informed or immediately thereafter.

7.04 Subject to the provisions of Section 7.05, the Company agrees to give as much prior notice as circumstances permit

to the Representative of the employee concerned of any contemplated dismissal, suspension, or demotion.

- 7.05 Where the Company deems it necessary to take immediate action in dismissing, suspending, or demoting, any employee, the Company shall thereafter immediately advise and **review** the case with the Representative of the employee concerned.

ARTICLE 8 TIME ALLOWANCE

8.01 The Company agrees that:

- (a) An employee who has, or believes he has a grievance may confer with his Representative or with management during his 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 must arrange with his immediate supervisor, subject to service requirements, **for all time off** the job required for the above purposes.
- (b) A Representative may discuss a grievance with a grievor or with management, or attend meetings with the Company on behalf of the Association, during his 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 the Representative must arrange with his immediate supervisor, subject to service requirements, for all time off the job required for the above purposes.

8.02 A District Representative of the Association may attend pre-bargaining meetings held by the Association to prepare for bargaining with the company, 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, up to a maximum of three (3) days from his regularly scheduled tours of duty, provided that the Company is given the name of the District Representative at least two (2) weeks before the date the time off is due to begin.

- .03 **An** authorized bargaining Representative of the Association may have time off from work during his scheduled working hours for purposes of bargaining, 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 that such time is actually devoted to collective bargaining with management, but only until the expiry date of this Collective Agreement.
- 8.04 (a) Representatives may, without deduction of the time so occupied in the computation of the time worked for the Company, attend to other business of the Association during scheduled working hours, provided that each Representative must arrange with his immediate supervisor, subject to service requirements, for all time off the job, not to exceed thirty (30) consecutive calendar days, required for the above purpose and providing such business is concerned with the bargaining unit covered by this Agreement. All time off so required will be granted as time off without pay; however,
- (b) The Company will pay the Representative, on behalf of the Association, at his basic rate of pay for all time off without pay to attend to other business of the Association. **Any** amount so paid by the Company will be billed to the Association, which shall remit that amount to the Company within thirty (30) days of receipt of the bill.
- (c) Requests for time off without pay to attend to other business of the Association, in excess of five (5) days, must be submitted to the Representative's immediate supervisor at least twenty-one (21) days prior to the date requested for the commencement of the time off without pay.

ARTICLE 9
MEETINGS

- 9.01 Meetings between the authorized bargaining Representatives of the Association **and** the designated bargaining Representatives of the Company shall be held as required, on reasonable notice by either party.

- 9.02 At such meetings, the said Representatives of the Company may be accompanied by not more than five (5) persons of their selection, and the authorized bargaining Representatives of the Association may be accompanied by not more than three (3) General Officers of the Association.

ARTICLE 10
BARGAINING PROCEDURE

- 10.01 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 Association on the one hand and the designated bargaining Representatives of the Company on the other.
- 10.02 No agreement resulting from collective bargaining as herein provided shall be deemed to have been concluded until it is reduced to writing and signed by the authorized bargaining Representatives of the Association 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.

ARTICLE 11
EXPENSES

- 11.01 Each party shall bear the expenses incurred by its own representatives in attending meetings or 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 12
MANAGEMENT RIGHTS

- 12.01 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, discharge or otherwise discipline employees. The Company agrees that any exercise of these rights and powers shall not contravene the provisions of the Agreement.

ARTICLE 13

SAFETY AND HEALTH

- 13.01** Both parties to this Agreement acknowledge their common concern for maintaining a safe and healthy working environment.
- 13.02** The Company accepts the responsibility of making adequate and reasonable provisions for the safety and health of employees during their working hours. The Company will welcome suggestions by the Association regarding the safety and health of employees.
- 13.03** It is the employee's responsibility, subject to Company regulations and practices, to take all reasonable and necessary measures to ensure his safety; no employee is required to work in dangerous conditions or to use dangerous equipment.

ARTICLE 14

LEAVE FOR EMPLOYEES WITH CHILD CARE RESPONSIBILITIES

- 14.01** An employee who has completed six (6) consecutive months of continuous employment with the Company shall be granted child care or adoption leave, without pay, under the conditions of eligibility set forth in the applicable Company practices currently in effect, or as amended from time to time following consultation with the Association.
- 14.02** In addition, a regular employee who has completed six (6) consecutive months of continuous employment with the Company and who meets the conditions of eligibility contained in the applicable Company practices, shall receive a Supplemental Pregnancy Allowance in accordance with these same practices.

ARTICLE 15
DISCIPLINE

- 15.01 No employee shall be suspended, dismissed or demoted for disciplinary reasons except for just cause.
- 15.02 Notwithstanding Section 15.01, the Company retains the right to terminate the employment of a probationary employee who is found by the Company to be unsuitable.

ARTICLE 16
GRIEVANCES

- 16.01 (a) The parties to this Agreement agree that any differences between the Association or the employees it represents and the immediate Manager should be settled as promptly as possible. To that end, nothing in this Article shall be construed as precluding informal discussions between the elected Representatives of the Association and the employee's immediate Manager in an attempt to resolve any differences prior to a grievance being filed in accordance with relevant provisions of this Article.
- (b) Grievances of an individual employee or groups of employees may be handled by the Association at the request of the employee or employees, and shall be processed in accordance with Sections 16.04 to 16.13 inclusive. Each grievance shall be presented to the Company within thirty (30) days from the occurrence on which such grievance is based.
- 16.02 "Day" for the purposes of this Article shall mean any day that is not a Saturday, Sunday or one of those holidays described in Section 25.01.
- 16.03 All grievances shall be submitted in writing on a standard record of grievance form agreed to by the parties, and shall include:
- (i) the grievor's name and occupation,
 - (ii) the date of the event giving rise to the **grievance,**

- (iii) the nature of the grievance,
- (iv) the remedy sought from the Company,
- (v) identification of the Article(s) allegedly violated, unless the grievance relates to a matter not covered by this Agreement.

Individual and Group Grievances

Step 1

16.04 Where a grievance is handled by the Association at the employee's request, the employee's Representative or a Representative designated by the Association, shall attempt to adjust the grievance with the employee's immediate Manager. The Manager shall have five (5) days following the presentation of the grievance to him in which to render a decision orally. The Manager shall sign the grievance and enter the date the decision **was** rendered.

Step 2

16.05 Where a grievance has not been settled at **Step 1**, it shall be submitted by the designated Representative to the Section Manager within five (5) days of the disposition of the matter at **Step 1**, and that Manager shall have five (5) days following the presentation of the grievance to him in which to render a decision orally. The Section Manager shall sign the grievance and enter the date the decision was rendered.

Step 3

16.06 Where a grievance has not been settled at **Step 2**, it shall be submitted by the District Representative or other Representative designated by the Association, to the Division Manager within fifteen (15) days of the disposition of the matter at **Step 2**, and that Manager shall have fifteen (15) days following the presentation of the grievance to him in which to render a decision. The Division Manager shall sign the grievance and enter the date the decision was rendered. He shall present a written statement of position to the Association.

Step 4

- 16.07 (a) Where a grievance has not been settled at Step 3, and the Association so desires, the parties shall confer at a meeting convened in accordance with **Article 9** in an effort to settle the differences.
- (b) Notice requesting such a meeting must be given by the Association within the thirty (30) days following disposition of the matter at **Step 3**, and the Company shall have thirty (30) days to render its decision.

Policy Grievances

- 16.08 If the interests of the Association **as** a party to this Agreement are affected by the Company's interpretation, application, administration or alleged violation of any provision of this Agreement, the Association may file a grievance which shall be filed at **Step 3** and signed on behalf of the Association by the District Representative from that district, and shall be identified as a Policy Grievance. If the matter grieved is of broader application than a district, the Association may file a grievance at **Step 4**. Such grievance shall be signed by an Officer of the Association and shall be identified as a Policy Grievance. Such grievances shall be processed in accordance with the relevant provisions of Sections 16.04 to 16.07 inclusive.
- 16.09 The Company may file a grievance at Step 3 of the grievance procedure. Such grievance shall be filed by the Secretary and Treasurer. For purposes of Company grievances, the provisions of Section 16.07 will be read and construed with necessary changes.

Time Limits

- 16.10 **Any** grievance not presented or processed by the Association in conformity with the mandatory time limits prescribed in this Article shall be deemed to have been abandoned and cannot be continued or reopened.
- 16.11 If the Company fails to respond or if the grievance is not settled within these time limits the grievance may be processed immediately to the next step.

16.12 Time limits may be extended only by mutual consent, in writing.

General

16.13 Where a grievance is being handled by a Representative of the Association, the Company will not endeavour to adjust the grievance 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 will be deemed to have been settled without the concurrence of the employee's Representative.

16.14 The right of the individual employee or groups of employees to adjust their grievances personally with the management of the Company through the regular supervisory channels, up to and including the Division Manager, is not restricted by this Agreement, except where such grievance is being handled, or has been handled, by the Association.

**ARTICLE 17
ARBITRATION**

17.01 Wherever a difference relating to the interpretation, application, administration or alleged violation of this Agreement arises between the Association and the Company, there shall be no stoppage of work and either party may, after exhausting the grievance procedure established by this Agreement, institute arbitration proceedings within thirty (30) calendar days after the disposition of the matter by the Company, in accordance with subsection 16.07 (a) but not later, in the manner set forth below, to have the difference in question determined. It is expressly agreed that the right to arbitration does not extend to any matters other than those concerning the interpretation, application, administration or alleged violation of this Agreement.

17.02 In the event that it becomes necessary to submit any matters to arbitration, the parties will endeavour in each instance to agree upon and appoint a single arbitrator within seven (7) days after the service by either party upon the other of written notice to arbitrate. If the parties fail to agree

upon the appointment of an arbitrator, application may be made by either party, on written notice to the other, to the Minister of Labour for Canada, to appoint as arbitrator a person knowledgeable and experienced in the interpretation of written collective agreements.

- 17.03** The arbitrator shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions thereof, and in reaching his decision he shall be bound by the terms and provisions of this Agreement.
- 17.04 The arbitrator shall, before the hearing, require the representatives of the parties to attend before him to define the question of interpretation, application, administration or alleged violation to be arbitrated and to establish the procedure to be followed at the hearing. All steps in connection with the arbitration shall be taken as expeditiously **as** possible.
- 17.05 The parties shall each bear one-half of the fees and expenses of the arbitrator and of any clerk or stenographer whom he may require and, except as aforesaid, each party shall bear all expenses incurred by it whether of witnesses, the attendance of witnesses and representatives, exhibits or otherwise.
- 17.06** The decision of the arbitrator 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.

ARTICLE 18 **FORCE ADJUSTMENT**

- 18.01** Where any condition arises which reduces the work load to the extent that a general programme of lay-offs or spreading the work is contemplated, the Company shall endeavour to reach an agreement with the Association as to whether a plan of part-timing, lay-offs or a combination of the two shall be put into effect.
- 18.02** In the event that an agreement as to a plan cannot be reached within a period of thirty (30) days after the matter

has been submitted to the Association, the Company may proceed on a plan of part-timing to the extent it deems necessary.

- 18.03 It is expressly understood, however, that if the Company proceeds on a plan of part-timing at the expiration of the thirty (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.

ARTICLE 19
TECHNOLOGICAL CHANGE

- 19.01 The parties agree that they will continue the system of consultation in force since 1953 in order to assist employees affected by any technological change to adjust to the effects thereof and that, therefore, Sections 52, 54 and 55 of the Canada Labour Code shall not apply during the term of this Agreement.

ARTICLE 20
RATES OF PAY

- 20.01 The parties agree that a comprehensive job evaluation method affords an acceptable method for establishing the relative worth of clerical occupations. Clerical occupations shall be rated by the Company in accordance with such a method. The Company will advise the Association of the rating of clerical occupations occupied by employees covered by this Agreement.
- 20.02 The basic rates of pay for the Wage Bands into which clerical jobs listed in Appendix A are classified by the method of job evaluation are set forth in Appendix C. The basic rates of pay for clerical jobs which have not been classified by the method of job evaluation shall be determined by the Company, until evaluated by the Plan.

- 20.03 The rates of pay for employees who work less than the basic hours per week shall not be less than the pro rata proportion of the rates of pay hereby established.

ARTICLE 21
WAGE ADMINISTRATION

Wage Increases

- 21.01 Except as otherwise provided in Appendix C of this Agreement, the time interval from one step to the next on the wage bands shall be six (6) months.
- 21.02 The time interval shall begin, for an employee who **is** engaged or re-engaged:
- (a) between the first and fifteenth day of a month inclusive - on the first day of that month,
 - (b) on or after the sixteenth day of a month - on the first day of the following month.
- 21.03 Wage increases shall be granted on the basis of satisfactory performance as determined by the Company, and may be granted at intervals specified in the wage bands in Appendix C, or may be deferred for a period determined by the Company. Where an increase is deferred, the employee concerned shall be informed of the reasons for such action. Increases and decreases in the basic rates of pay shall not be made effective while an employee is absent due to leave, accident, sickness or quarantine.
- 21.04 The effective day for an increase shall be the first day of the bi-weekly period closest to the first day of the month.

Promotional Pay Treatment

- 21.05 Where an employee is promoted, the rate of pay on promotion shall be the rate on the wage band of the new job which corresponds with the employee's wage band step. The months accumulated since the last scheduled increase prior to promotion shall be credited to the employee on the wage band of the new job. However the number of months so accumulated

is limited to the time interval to reach the next step of the wage band as outlined in Appendix C of this Agreement.

Temporary Work Assignments

21.06 Where an employee is temporarily assigned to a job in a higher wage band for one week or longer, pay treatment for the period of such temporary assignment shall be in accordance with Section 21.05.

Higher Rates of Pay

21.07 Under certain conditions, of which the Association shall be notified, higher rates than those called for by the wage bands filed with this Agreement may be paid by the Company to individual employees, where in the Company's judgement such rates are appropriate.

Pay Days

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

ARTICLE 22 SENIORITY

22.01 The Company recognizes its responsibility to an employee **who** has a long service record and agrees to give consideration to the length of service of an employee, in matters affecting him, to the extent that in **its** judgment circumstances will permit, having due regard to Company operations.

22.02 Seniority, for the purposes of this Agreement, shall be determined by the net credited service as shown on the Company records.

ARTICLE 23
HOURS OF WORK

e

- 23.01** The basic hours of work per day for a full-time employee shall be 7 1/2 hours, except **as** provided in Section 23.02.
- 23.02** The basic hours of work per week for a full-time employee shall be 36.62 hours on the basis of a five (5) day **week**. However, the basic hours of work may be averaged over a two-week period on the basis of ten days totalling 73.24 hours.
- 23.03** The time represented by the excess of the basic daily **hours** worked shall be used in granting Compensating Days Off **as** per the schedule below:

<u>Period Worked</u>	<u>Compensating Day Off</u>
January-February	1 day
March-April	1 day
May-June	1 day
July-August	1 day
September-October	1 day
November-December	1 day

- 23.04** The Compensating Day Off shall be scheduled by mutual agreement between the employee and the Company and may be:
- (a) taken anytime in the 2 month period, or
 - (b) banked **up** to a maximum of 6 days.
- 23.05** An employee hired or returning from a leave of absence without **pay**:
- (a) during the first month of the 2 month period, is entitled to the Compensating Day Off;
 - (b) during the second month of the 2 month period, is entitled to one-half of the Compensating Day Off.

23.06 An employee who leaves the employ of the Company:

- (a) in the first month of the 2 month period, shall be paid at his basic rate for one half of the day;
- (b) in the second month of the 2 month period, shall be paid at his basic rate for the day.

23.07 Where an employee is required to work on the day scheduled for the Compensating Day Off, the day will be re-scheduled at a time convenient to the employee and the Company.

Part-Time Employees

23.08 The hours of work for employees who are scheduled to work for less than the basic hours shall be determined by the Company.

Arrangement and Assignment of Tours of Duty

23.09 A tour of duty may be scheduled on any day of the week depending on the requirements of the job.

23.10 Where a full-time employee is required to work on a Sunday, and works his basic hours for that day, whether on a scheduled or non-scheduled basis, such tour of duty shall be considered as part of his scheduled work week.

23.11 The starting and ending times for all tours of duty shall be determined by the Company,

23.12 An employee shall be assigned to his tours of duty by the Company to meet service requirements, due consideration being given to the seniority of the employee in the group.

Meal Period

23.13 The meal period for an employee shall not exceed one hour.

23.14 A twenty minute meal period shall be counted as time worked where an employee is required to work on Sunday, if Sunday is included in his scheduled work week.

ARTICLE 24
OVERTIME

Overtime Payments,
Full-time and Part-time Employees

- 24.01** For a full-time employee overtime means the time worked:
- (a) in addition to 7 1/2 hours of work on any day, or
 - (b) on a day outside his scheduled work week.
- 24.02** For a full-time employee payment for overtime work shall be made:
- (a) at the employee's hourly rate multiplied by one and one-half times the hours worked;
 - (b) for overtime worked in excess of three (3) hours in one week, at the employee's hourly rate multiplied by two times the hours worked.
- 24.03** Subject to the provisions of Section 24.04, where a part-time employee is required to work more than his scheduled hours on any day, he shall be paid on a straight time basis until he has worked 7 1/2 hours and on a time and one-half basis for the time worked in excess of 7 1/2 hours.
- 24.04** Except as otherwise provided in Section 24.05, where a part-time employee is required to work more than his scheduled tours of duty in a given week, he shall be paid on a straight time basis until he **has** worked ten (10) half tours totalling thirty-six point sixty-two (36.62) hours, and on a time and one-half basis for time worked in excess of thirty-six point sixty-two (36.62) hours.
- 24.05** Where a part-time employee has worked ten half tours totalling thirty-six point sixty-two (36.62) hours in a given week, payment for time worked in excess of thirty-nine point sixty-two (39.62) hours in one week shall be at the employee's hourly rate multiplied by two.
- 24.06** Where an employee is required to work overtime which immediately precedes or continues after his tour of duty (continuous), he shall, for purposes of computing hours

worked referred to in Sections 24.02 and 24.05, the additional minutes worked will be reported as per the following table:

<u>Additional Minutes Worked</u>	<u>Hours Worked</u>
1 - 5	Nil
6 - 15	1/4 hour
16 - 30	1/2 hour
31 - 45	3/4 hour
46 - 60	1 hour

- 24.07** A meal period shall not be included in the calculation of overtime but shall not break the continuity of such overtime.
- 24.08** Where an employee is required to work two or more hours of continuous overtime, he shall, during those hours, be granted a paid 15 minute relief period.
- 24.09** (a) Where an employee is required to work overtime which does not either immediately precede or continue after his tour of duty (non-continuous), he shall be paid for the total additional minutes worked on an overtime basis.
- (b) If the amount to which an employee would be entitled under subsection 24.09 (a) is less than 3 3/4 hours' pay, he shall receive a payment of 3 3/4 hours' pay.
- 24.10** Notwithstanding the above provisions of this Article, where the Company agrees to compensate an employee for overtime hours worked by permitting the employee time off from his scheduled hours of work on any day, the time off so permitted shall not exceed the overtime hours worked by the employee and shall constitute full compensation for those hours. **Any** such compensating time off shall be subject to the limits and conditions determined by the Company.

ARTICLE 25
HOLIDAYS

25.01 The following shall be recognized as Company holidays:

New Year's Day	Civic Holiday
Good Friday	<i>(Ontario only)</i>
Easter Monday	Labour Day
Victoria Day	Thanksgiving Day
National Holiday	Christmas Day
<i>(June 24th - Québec only)</i>	Boxing Day
Canada Day <i>(July 1st)</i>	(December 26th)

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

25.03 Where a Company holiday falls on a Sunday, the Monday immediately following shall be observed as the holiday.

25.04 Where a Company holiday falls on a day, Monday to Friday inclusive, it shall be included in the weekly schedule for all employees for that week.

25.05 Where a Company holiday falls on a Saturday, the Company shall either include it in the weekly schedule of an employee or shall grant another day off with pay, computed in accordance with Section 25.11, outside the period of the annual vacation at a time determined by the Company.

25.06 Notwithstanding the provisions of Sections 25.04 and 25.05, 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 falls on a day, Tuesday to Friday inclusive, it shall be included in the weekly schedule for all employees for that week.

(c) Where Boxing Day **falls** on a Saturday, an employee, unless the Saturday has been included in his weekly schedule, shall be granted the day off with pay on the Monday immediately following.

Pay for Work on a Holiday

25.07 (a) Where a full-time employee is required to work on a Company holiday which is included in his scheduled work week, he

(i) shall be paid at his basic rate of pay for that day or,

(ii) may be granted a holiday with pay at a time convenient to the employee and the Company, provided the employee works **his** basic hours for the day.

(b) In addition, he shall be paid time and one-half for the time worked between midnight of the day preceding and midnight of the holiday.

25.08 Where a part-time employee is required to work on a Company holiday which is included in his scheduled work week, he shall be paid as follows:

(a) 10 % of his earnings, excluding overtime, for the **pay** period immediately preceding the holiday, and in addition,

(b) time and one-half for the time worked between midnight of the day preceding and midnight of the holiday.

25.09 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 the basic hours of work for that day, plus one additional hour's pay at straight time.

25.10 Where an employee is required to work on a Saturday holiday as a day outside his scheduled work week, he shall be paid on an overtime basis for the time worked and shall be granted another day off with pay as provided in Section 25.05.

Pay for Holiday not Worked

25.11 Where an employee is not required to work on a Company 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, for the pay period immediately preceding the holiday.

ARTICLE 26
DAY OFF WITH PAY

- 26.01 In addition to the holidays provided in Section 25.01, each employee in the employ of the Company on December 1st shall be granted a day off with pay, on a day determined by the Company, 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, for the pay period immediately preceding the day off with pay.
- 26.02 The day off with pay shall be granted during the period from December 1st to the 15th of January of the following year.
- 26.03 Where an employee cannot be granted a day off in that period, he shall be paid one (1) 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, for the pay period immediately preceding the 15th of January.

ARTICLE 27
SERVICE ANNIVERSARY DAY

- 27.01 In addition to the Holidays provided in Section 25.01, and the Day Off With Pay, provided in Section 26.01, each employee in the employ of the Company on the anniversary date of his net credited service date shall be granted a day off with pay on that day.
- 27.02 When this Service Anniversary Day falls on a Sunday, the Monday immediately following shall be observed as the day off with pay. When this day falls on a Saturday, the preceding Friday shall be observed as the paid day off.
- 27.03 Where an employee cannot be granted the Service Anniversary Day, the day shall be re-scheduled at a time convenient to the employee and the Company, and shall be taken within one year of the entitled date.

ARTICLE 28
VACATIONS

28.01 An employee shall be entitled to vacation with pay in accordance with the following provisions of this Article.

28.02 **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 Section:

(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.

28.03 **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 applies to each subsequent year, until a higher entitlement is attained **as** indicated in the table below:

<u>Years of Net Credited Service</u>	<u>Days of Vacation,</u>
1	10
2	15
10	20
15	21
20	25
30	30

28.04 In this Article, where a calendar week falls in two months, such calendar week shall be considered to be in the month in which the Wednesday of the week falls. This interpretation shall apply in determining the end of April for scheduling under the **provisions of section 28.05 or rescheduling under** the provisions of Section 28.11.

28.05 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 vacation entitlement is determined in accordance with net credited service in the **year** for which the vacation is given.

28.06 Notwithstanding the provisions of Section 28.03, an employee who accumulates less than a full year of net credited service in a calendar year shall be entitled to a vacation with pay for that calendar year as indicated in the table below:

Full Vacation Entitlement Based on Employee's Net Credited Service	10 Days	15 Days	20 Days	21 Days	25 Days	30 Days
Number of Days' Vacation Entitlement for each month during which an employee accumulates 15 or more days of Net Credited Service	1 Day per Month	1.5 Days per Month	2 Days per Month	2 Days per Month	per Month	per Month
Maximum Days Vacation for the Year	10 Days	15 Days	20 Days	21 Days	25 Days	30 Days

28.07 Where a Company holiday falls on a day of the annual vacation, an employee shall be entitled to an additional **day** off with pay at a time convenient to the employee and the Company.

28.08 Vacation schedules shall be prepared each year by the Company with due consideration to seniority, provided however, that such schedules shall be arranged as to cause, in the judgement 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.

28.09 (a) An employee shall not have the right to carry forward all or part of his vacation from one vacation period to

another, or to take vacation entitlement applicable to **two** (2) calendar years consecutively.

(b) However, where in the judgement of the Company circumstances permit, having due regard to Company operations, employee requests to take vacation entitlement applicable to two (2) calendar years consecutively may be granted.

28.10 "Vacation Period" for the purposes of this Article shall mean the period of January 1st of one calendar year to the end of April of the following year.

28.11 Where 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 may 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.

28.12 An employee shall be paid during vacation at his basic rate of **pay** determined in accordance with Company practice; but vacation pay for an employee with less than **six** (6) years net credited service shall not be less than 4 % of his earnings in the calendar year for which the vacation is given or vacation pay for an employee with six (6) years or more net credited service shall not **be** less than 6 % of his earnings in the calendar year for which the vacation is given,

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

Pay in Lieu of Vacation

28.14 An employee shall be entitled to pay in lieu of vacation in accordance with the following sections.

28.15 Where 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 provided in Sections ~~28.16~~ to ~~28.18~~ inclusive.

3.16 **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.

28.17 **An** employee with one or more years of net credited service shall be granted pay in lieu of vacation in accordance with the following:

<u>Vacation Entitlement Based on Employee's Net Credited Service</u>	<u>Pay in Lieu of Vacation Based on Total Earnings for the Year to which the Vacation Applies</u>
10 Days	4 %
15 Days	6 %
20 Days	8 %
21 Days	8 %
25 Days	10 %
30 Days	12 %

28.18 The amount of pay in lieu of vacation to be granted in accordance with Section 28.17 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 29
SICKNESS ABSENCE

**Absence Due to Sickness or Quarantine
prior to the Eighth Full Calendar Day of Absence**

29.01 **An** employee having six (6) months net credited service, or more, who is absent on account of sickness or quarantine, shall be paid for continuous absence prior to the eighth full calendar day of such absence, as follows:

- (a) **An** employee with six (6) months but less than two (2) years service shall be paid for that part of the absence in excess of four (4) consecutive half tours.

- (b) In determination of pay treatment in subsection 29.01 (a), 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 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 two (2) or more years service shall be paid for the full absence.
- (d) **An** employee is not entitled to any pay or other benefit provided under this Article for any day in which he is in receipt of, or entitled to, any **pay** or other benefit under any other provision of this Agreement.

**ARTICLE 30
BEREAVEMENT LEAVE**

- 30.01 An employee shall be granted, in the event of the death of his spouse, common-law spouse, son or daughter, bereavement leave of **up** to five (5) days with pay from his scheduled tours of duty that occur during the five (5) days immediately following the day of death.
- 30.02 **An** employee shall be granted, in the event of the death of his father, mother, spouse of his father or mother including a common-law spouse, brother, sister, father-in-law, mother-in-law, father or mother of his common-law spouse, spouse of **his** father-in-law or mother-in-law including a common-law spouse, a dependant or other relative residing in the same permanent residence as does the employee, bereavement leave of up to three (3) days with pay from his scheduled tours of duty that occur during the five (5) **days** immediately following the day of death.
- 30.03 The Company may extend the periods of bereavement leave provided for in Section 30.02 to a maximum of five (5) days with pay from his scheduled tours of duty that occur during the five (5) days immediately following the **day** of death, when it is necessary for the employee to leave the city in which he is employed.

30.04 **An** employee shall be granted, in the event of the death of his grandparent or grandchild, bereavement leave of up to three (3) days with pay from his scheduled tours of duty that occur during the five (5) days immediately following the day of death.

ARTICLE 31
TRAVEL TIME AND EXPENSES

31.01 Where an employee is required to travel on Company instructions outside his normal headquarters, the time spent travelling outside of his tour of duty shall be considered as travel time; except that, when sleeping accommodation is provided en route, the period of time between 10 p.m. and 7 a.m. of the following day shall not be considered as travel time.

31.02 Travel time shall include unavoidable stop-over time between connections and shall be paid for on a straight time basis.

Transportation

31.03 The Company shall pay the necessary transportation expenses incurred on the job.

31.04 Where an employee is required to **work** outside his headquarters, the Company shall pay approved transportation expenses to and from the locality in which he is required to work.

31.05 Where an employee is required to work outside his headquarters, the Company shall pay approved transportation expenses once every week to and from his headquarters, provided his absence will not interfere with the job.

Board and Lodging

31.06 The Company shall pay the necessary board and lodging expense of an employee during the period he is required to work outside his headquarters.

31.07 **An** employee who takes sick, or meets with an accident while receiving board and lodging from the Company, may be returned to his headquarters at the expense of the Company.

ARTICLE 32
COST OF LIVING ALLOWANCE

- 32.01 If the September 1998 Consumer Price Index (C.P.I.) exceeds the C.P.I. for September 1997 by more than 3.00 %, then all basic rates in effect at November 30, 1998 will be increased effective in December 1998 by a percentage figure equal to the difference between the percentage increase in the C.P.I. and 3.00 % limited to a maximum increase of 2.00 %.
- 32.02 If the September 1999 Consumer Price Index (C.P.I.) exceeds the C.P.I. for September 1998 by more than 3.00 %, then all basic rates in effect at November 30, 1999 will be increased effective in December 1999 by a percentage figure equal to the difference between the percentage increase in the C.P.I. and 3.00 % limited to a maximum increase of 2.00 %.
- 32.03 The C.P.I. used for purposes of this Article shall be the C.P.I.-Canada All Items (1986 = 100) as published by Statistics Canada or any successor Department or Agency.
- 32.04 Should the C.P.I. be amended or discontinued prior to November 1999, the parties agree to consult to determine a means to give effect to the intention of this Article.

ARTICLE 33
VALIDITY OF AGREEMENT

- 33.01 In the event of any provision of this Agreement or of any of the practices established hereby being, or being held, to be contrary to the provisions of any applicable law now or hereafter enacted, this Agreement shall not be nor be deemed to be abrogated but shall be amended so as to make it conform to the requirements of any such law.

ARTICLE 34
CANCELLATION OF PREVIOUS AGREEMENT

- 34.01 This Agreement, from its effective date, supersedes and cancels the Collective Agreement between the Company and the Association, applying to employees as defined in Article 3 and dated the 20th day of December 1993.

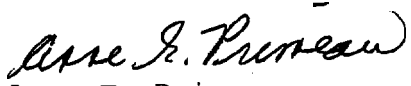
ARTICLE 35
DURATION

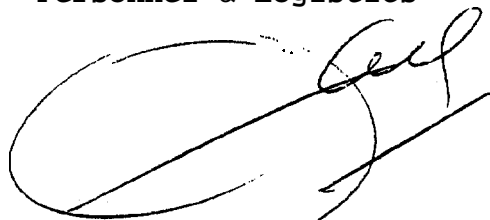
- 35.01** This Agreement shall become effective on January 01, 1997, except as otherwise herein provided, and shall remain in full force and effect up to and including December 31, **1999**.
- 35.02** This Agreement, unless terminated at the expiry of the said term by written notice given by either party to the other at least sixty (60) days prior to the expiry of the said term, shall continue in full force and effect thereafter until terminated at any time by at least sixty (**60**) days prior written notice given by either party to the other.
- 35.03** Notice to terminate under this Article shall be effectively given if addressed by the Company to the Secretary of the Canadian Telephone Employees' Association, Room 360, Place du Canada, Montréal, Québec, H3B 2N2, or by the Association to the Secretary and Treasurer, Bimcor Inc., 1000, rue de la Gauchetière, Bureau 1300, Montréal, Québec, H3B 5A7, and either case is received at least sixty (60) days prior to the termination date specified therein.

WITNESS CLAUSE

IN WITNESS WHERE OF the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 25th day of April 1997.

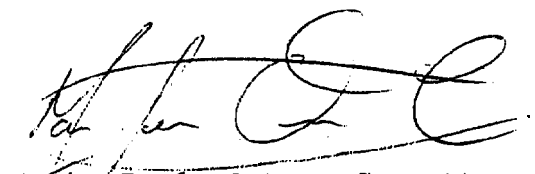
Bimcor Inc.


Anne E. Primeau
Personnel & Logistics



Jacques Vallière
Secretary and Treasurer

Canadian Telephone
Employees' Association


Marie Josée Ortega Cossette
its duly authorized
Bargaining Representative

APPENDIX A

LIST OF CLERICAL OCCUPATIONS

Wage Band 6

Associate 5
Associate 6

Wage Band 7

Associate 7
Senior Associate 7

Wage Band 8

Associate 8
Senior Associate 8

Wage Band 9

Associate 9

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APPENDIX B

LOCALITIES

Montréal
Toronto

APPENDIX C

WAGE BAND 6

STEP	WEEKLY RATES			HOURLY RATES		
	APR 25 1997	JAN 1 1998	JAN 1 1999	APR 25 1997	JAN 1 1998	JAN 1 1999
1	\$351.40	\$356.67	\$362.02	\$9.60	\$9.74	\$9.89
2	\$390.43	\$396.28 ⁹	\$402.23	\$10.66	\$10.82	\$10.98
3	\$423.37	\$429.72	\$436.17	\$11.56	\$11.73	\$11.91
4	\$445.19	\$451.87	\$458.65	\$12.16	\$12.34	\$12.52
5	\$481.07	\$488.29	\$495.61	\$13.14	\$13.33	\$13.53
6	\$503.85	\$511.41	\$519.08	\$13.76	\$13.97	\$14.17
7	\$533.77	\$541.77 ⁸	\$549.90	\$14.58	\$14.79	\$15.02
8	\$569.99	\$578.54	\$587.21 ²	\$15.56	\$15.80	\$16.04
9*	\$601.72	\$610.74 ⁵	\$619.91	\$16.43	\$16.68	\$16.93
10	\$645.33	\$655.01	\$664.84	\$17.62	\$17.89	\$18.16

* Associate 5 maximum. The interval between steps to 9 shall be 12 months.

WAGE BAND 7

STEP	WEEKLY RATES			HOURLY RATES		
	APR 25 1997	JAN 1 1998	JAN 1 1999	APR 25 1997	JAN 1 1998	JAN 1 1999
1	\$361.85	\$367.27 ⁸	\$372.78 ⁹	\$9.88	\$10.03	\$9.69
2	\$402.07	\$408.10	\$414.23	\$10.98	\$11.14	\$10.76
3	\$439.70	\$446.30	\$452.99	\$12.01	\$12.19	\$11.77
4	\$465.81	\$472.80	\$479.89	\$12.72	\$12.91	\$12.47
5	\$506.99	\$514.60 ⁵⁹	\$522.31	\$13.84	\$14.05	\$13.57
6	\$535.50	\$542.52 ³	\$550.68 ⁷	\$14.60	\$14.81	\$14.31
7	\$569.52	\$578.06	\$586.73	\$15.55	\$15.79	\$15.25
8	\$611.16	\$620.33	\$629.64 ³	\$16.69	\$16.94	\$16.36
9	\$648.31	\$658.04 ³	\$667.91	\$17.70	\$17.97	\$17.36
10	\$706.19	\$716.78	\$727.53	\$19.28	\$19.57	\$18.91

Note: The interval between steps 1 to 9 shall be six months.
The interval between steps 9 to 10 shall be twelve months.

APPENDIX C

WAGE BAND 8

STEP	WEEKLY RATES			HOURLY RATES		
	APR 25 1997	JAN 1 1998	JAN 1 1999	APR 25 1997	JAN 1 1998	JAN 1 1999
1	\$398.93	\$404.92	\$410.99	\$10.89	\$11.06	\$11.22
2	\$443.25	\$449.90	\$456.65	\$12.10	\$12.29	\$12.47
3	\$484.55	\$491.82	\$499.20	\$13.23	\$13.43	\$13.63
4	\$514.48	\$522.19 20	\$530.03	\$14.05	\$14.26	\$14.47
5	\$560.67	\$569.08	\$577.62	\$15.31	\$15.54	\$15.77
6	\$592.34	\$601.23	\$610.23	\$16.18	\$16.42	\$16.66
7	\$624.28	\$633.63 4	\$643.13 4	\$17.05	\$17.30	\$17.56
8	\$662.77	\$672.71	\$682.80	\$18.10	\$18.37	\$18.65
9	\$695.91	\$706.34	\$716.94	\$19.00	\$19.29	\$19.58
10	\$767.44	\$778.95	\$790.63 4	\$20.96	\$21.27	\$21.59

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WAGE BAND 9

STEP	WEEKLY RATES			HOURLY RATES		
	APR 25 1997	JAN 1 1998	JAN 1 1999	APR 25 1997	JAN 1 1998	JAN 1 1999
1	\$420.03	\$426.33	\$432.72	\$11.47	\$11.64	\$11.82
2	\$466.76	\$473.76	\$480.87	\$12.75	\$12.94	\$13.13
3	\$506.25	\$513.84	\$521.55	\$13.82	\$14.03	\$14.24
4	\$532.30	\$540.28 09	\$548.39	\$14.54	\$14.75	\$14.98
5	\$575.46	\$584.10 95	\$592.86	\$15.71	\$15.95	\$16.19
6	\$602.91	\$611.98	\$621.13	\$16.46	\$16.71	\$16.96
7	\$639.00	\$647.57 648.54	\$657.28 658.32	\$17.42	\$17.68	\$17.95
8	\$680.38	\$690.59	\$700.95	\$18.58	\$18.86	\$19.14
9	\$717.54	\$728.30	\$739.23 2	\$19.59	\$19.89	\$20.19
10	\$801.93	\$813.96	\$826.17	\$21.90	\$22.23	\$22.56

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 apr 10
 apr 10

Note: The interval between steps 1 to 9 shall be **six months**.
 The interval between steps 9 to 10 shall be twelve **months**.

APPENDIX C

WAGE BAND 10

WEEKLY AND HOURLY RATES

Effective April 25, 1997

Rates for employees covered by this Agreement but not included In the foregoing wage bands shall be as determined by the Company.