

SOURCE	CO.		
EFF.	95	06	15
TERM.	96	04	30
No. OF EMPLOYEES	3250		
NOMBRE D'EMPLOYÉS	80		

Wages effective
95.05.01

AGREEMENT

BETWEEN

AGT LIMITED

AND

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL 348

CLERICAL and OPERATOR SERVICES EMPLOYEES

JUNE 15, 1995 - APRIL 30, 1996

NEW NAME
TELUS COMMUNICATIONS (03)

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12.09.96

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AGREEMENT

BETWEEN

AGT LIMITED

AND

THE INTERNATIONAL BROTHERHOOD

OF ELECTRICAL WORKERS

LOCAL UNION 348

THIS AGREEMENT is made by and between AGT Limited designated and known as the "Employer" also referred to as the "Company" or "Management" and Local 348, the International Brotherhood of Electrical Workers, referred to as the "Union" representing Clerical and Operator Services Employees of AGT Limited as referenced in the certificate issued November 27, 1992 to the International Brotherhood of Electrical Workers, Local 348.

As a result of collective bargaining negotiations by and between the Company and the Union, the following conditions of employment and wage schedules are agreed to and shall be implemented on June 15, 1995 unless otherwise specified in the Agreement.



ARTICLE 21 - DURATION AND NEGOTIATIONS

- 21.01** This Agreement shall become effective as of June 15, 1995 unless otherwise specified and shall remain in full force and effect until April 30, 1996 inclusive, and shall automatically be renewed for one (1) year unless written notice is given by either party to the other to negotiate a new Agreement or to terminate this Agreement. Such notice must be given not less than thirty (30) days nor more than ninety (90) days prior to the expiry date of this Agreement or any continuation thereof.
- 21.02** Where a notice to negotiate a new Agreement has been served, the first negotiating meeting shall be held within twenty (20) days following the date of service.
- 21.03** Where a notice to negotiate or notice to terminate has been served, this Agreement or any continuation thereof shall remain in full force and effect until the provisions of the Canada Labour Code have been met.
- 21.04** **MEDIATION / CONCILIATION**
- If during negotiations for a Collective Agreement or revisions or renewal of this Agreement, the Parties fail to agree on the terms thereof, either Party may request the assistance of the conciliation or mediation service having legal jurisdiction over the matter

Article 7: Holidays and Holiday Pay (Clerical)

- 7.01** (a) Company Holidays shall be as follows:
- | | |
|-----------------------|--------------------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Easter Monday | Christmas Day |
| Victoria Day | Baring Day |
| Canada Day | Christmas Float Holiday |
| Labour Day | |
- and any other holiday approved by the Company.

- (b) A **Company Holiday** which falls on any day **Monday** to **Friday** inclusive, shall be **observed** on the day on which it falls. **When** any **Company Holiday** falls on a **Saturday** or **Sunday**, the **following Monday** or **preceding Friday** shall be **declared** by the **Company** as a **lieu day**.
- (c) For **regular** **tout workers only**, **Christmas Day** will be observed on **December 25**.
- (d) When **Christmas Day** is observed on a **Monday**, **Boxing Day** will be observed *on the Tuesday following*.
- (e) **The Christmas Float Holiday** shall be observed so as to give five (5) consecutive **days off** including the **weekend as follows**:
 - 1 On **December 24** when **Christmas day** falls on a **Tuesday**, **Thursday**, **Friday** or **Saturday**;
 - 2 On **December 27** when **Christmas Day** falls on a **Monday** or a **Wednesday**;
 - 3 On **December 28** when **Christmas bay** falls on a **Sunday**.

7.02 **Civic Holidays**

- (a) Any full or half-day **Civic Holiday** proclaimed under the **Municipal Government Act** by the **local authorities** of any city, town or village will be given immediate consideration by the **Company** upon receipt of the **official proclamation**. **Proclamations** should be **forwarded** to the **Vice-President**, **Human Resources** for **consideration**.
- (b) **Civic Holidays** for travelling employees will be those **declared** at their **headquarters**.
- (c) Employees scheduled to work on a **Civic Holiday** shall be granted equivalent time off with pay at a **later date**, **If at the discretion** of the **immediate supervisor**, such time off cannot be granted, the employee shall be paid double **their basic rate of pay** for that day, **Overtime** shall not be **paid**.
- (d) Should the **Civic Holiday** be the first **Monday** of **August** and it occurs during a vacation period, one (1) additional day will be **allowed**. The foregoing will also apply in **those** locations which proclaim an **alternate day** in lieu of the first **Monday** of **August**.

- (e) An employee not scheduled to work on a Civic Holiday but who is called out to work on the holiday will receive overtime for all hours worked on the holiday in addition to their basic rate of pay.
- (f) An employee whose normal day off falls on a Company approved Civic Holiday, will receive equivalent time off later.

7.03 EASTER MONDAY

- (a) Employees shall be entitled to choose an alternate day in lieu of Easter Monday which may be used to observe a religious holiday or for any other personal reason.
- (b) An employee electing to take a day in lieu of Easter Monday must declare their intention to do so not less than five (5) weeks prior to Easter Monday, otherwise Easter Monday will remain as the employee's holiday. The specific date need not be requested at the time the employee declares their intention to take a day in lieu.
- (c) The day in lieu of Easter Monday must be scheduled between January 2nd and December 20th inclusive in any year. Requests to have the liec day scheduled between December 21 and January 1 will be considered and may be granted subject to the demands of service.
- (d) A request for the day in lieu of Easter Monday that is submitted not less than five (5) weeks in advance of the date requested shall be granted. Requests submitted less than five weeks in advance will be considered arid may be granted subject to the demands of service.
- (e) The day in lieu of Easter Monday must be taken within the calendar year and cannot be carried forward to the next year. The day will not be paid out except in the cage of layoff or dismissal of the employee.
- (f) An employee who has elected to take another day in lieu of Easter Monday and who is scheduled to work on Easter Monday may only change the Easter Monday tour with another qualified employee who has also elected to take another day in lieu of Easter Monday and at the discretion of the Supervisor. The other qualified employee shall be responsible for the Easter Monday tour at no extra cost to the Company.

7.04 A Company Holiday shall have the effect of reducing the calendar work week by one (1) day on the occurrence of one (1) holiday or two (2) days on the occurrence of two (2) holidays.

7.05 Holiday Pay

- (a)** An employee scheduled and who works a tour of duty on a Company Holiday shall be paid *two (2)* times their **basic rate of pay**. **This** payment is in addition to any other **that** the employee may be **entitled to receive** under **7.05 (b), (c), (d) or (e)**,
- (b)** **There** shall be no deduction in the pay of **a** regular full-time employee for **a** holiday **not** worked except In the **case** of an employee on **furlough** or **leave** without pay which has **exceeded** thirty (30) days. **When** a holiday occurs at the end of **a** furlough period or **leave** without pay, **the employee** must notify **their** immediate **supervisor** of their **availability** for work on that day to **be** paid for the holiday,
- (c)** Regular part-time employees shall be paid holiday pay in accordance with **Clause 18.02 (General)**.
- (d)** A casual or occasional employees who has received **wages** on at least fifteen (15) of the thirty (30) days preceding the holiday is entitled to the **average** of their regular **earnings** in the **preceding** thirty (30) days for the holiday.
- (e)** A casual or occasional employee who **has** received **wages** on **less than** fifteen (15) days in the thirty (30) days preceding the holiday is entitled to one-twentieth (1/20) of their wages **earned** in the thirty (30) days.

ARTICLE 11 - LAYOFF (Clerical)

- 11.01** In the event of a force reduction of regular employees, the Company will effect the **layoff** on a **last in, first out** basis.
- 11.02** Should the Company decide to reduce the number of **employees** as referred to in Clause 11.01, **casual** and **occasional employees** shall be laid off prior to regular employees.

11.03

Prior to the Company **exercising** their rights in accordance with Clause **11.01**, the Company **shall**:

- a** **Notify** the Union in writing not **less** than sixteen (16) weeks prior to the **reduction**. The notice **will** include the number of employees affected, **their** job title and pay group, their **seniority** date, and the **reasons** for the proposed reduction; and,
- b** **establish** a joint committee with the Union to consider alternatives to and **otherwise** mitigate the effects of the **proposed** downsizing. The committee shall be a maximum of six (6) people equally **represented** by the Company and the Union and will meet within two (2) weeks of **the** notice. **Alternatives** may include voluntary resignation incentives, targeted resignation incentives, or other appropriate alternatives such as **retraining/reskilling** of employees or redeployment to other jobs; and,
- c** **Jointly** with the Union consider an **outplacement** program to **assist** laid off employees; and,
- d** **verify** employee seniority, job title and pay group of those affected prior to the layoff.

11.04

Not **less** than ten (10) **weeks** prior to the layoff, the Company will:

- a** Send a notice to **each** affected employee **containing**:
 - 1** employee **entitlements** at time of layoff (**e.g. UI, etc**),
 - 2** options being considered by the **Joint** committee,
 - 3** If known, the expected return to **work date**,
 - 4** **obligations** and rights of employees with respect to recall, and change of address.
- b** Notify the Union **In writing** of the name, job title and pay group, seniority date and headquarters of the **employees** to be laid Off.

- 11.05 Order of recall for employees who were laid off in accordance with **Clause 11.01**, shall be **lest out - first in**, through the medium of *registered letter - return receipt requested* - to the employee's last address of record, at any time within **twelve (12) months from layoff**, provided they are physically qualified and equipped by training and experience to perform the duties of the work available.
- 11.06 It will be the responsibility of former employees who desire re-employment within the terms above, to keep the Company informed **as to their correct address** and to **advise the Company** within one (1) week of the date of any offer of re-employment **as to their acceptance**. The Company will assume that failure on the part of any laid off employee to notify *the Company* within one (1) week concerning acceptance of an offer of employment or to report for duty within **fifteen (16) days from the date of offer** constitutes a rejection **of the offer and a severance**, of the employment relationship.
- 11.07 (a) Employees who have been laid off and have been recalled to work within a period of **twelve (12) months from the date of layoff** shall **retain** all former credits.
- (b) If **the layoff period is thirty (30) or more consecutive days**, an employee should refer to the **Telus Corporation Pension Plan**.
- 11.08 **Severance Pay**
- A regular employee who is terminated following **expiry of the twelve (12) month recall period** shall be entitled to one (1) week of **severance pay** for each completed year of **service** up to twenty (20) years inclusive and two (2) weeks pay for each completed year of service over twenty (20) years. Severance pay will be pro-rated for any partial year of service.
- 11.09 An employee who **has** been laid off, may, **within seven (7) days of the layoff**, **waive their right to** recall and collect their severance pay.

18.11

Variable Compensation

Effective January 1, 1995, introduction of a **three percent (3%) base variable compensation plan payable in the first quarter of 1996 for the 1995 results using the same criteria as the MPT plan. This plan is to continue in effect from year to year. This is separate and apart from the wage schedules.**

The variable compensation plan shall apply to regular full-time, regular part-time and occasional employees.

Clerical Daily, Monthly and Yearly Wage Equivalents

Hourly	Daily	Monthly	Yearly
\$10.55	\$79.13	\$1,720.97	\$20,651.62
\$10.97	\$82.28	\$1,789.48	\$21,473.77
\$11.36	\$85.20	\$1,853.10	\$22,237.20
\$11.76	\$88.20	\$1,918.35	\$23,020.20
\$12.12	\$90.90	\$1,977.08	\$23,724.90
\$12.45	\$93.38	\$2,030.91	\$24,370.87
\$12.86	\$96.45	\$2,097.79	\$25,173.45
\$13.22	\$99.15	\$2,156.51	\$25,878.15
\$13.49	\$101.18	\$2,200.56	\$26,406.67
\$13.91	\$104.33	\$2,269.07	\$27,228.82
\$14.32	\$107.40	\$2,335.95	\$28,031.40
\$14.79	\$110.93	\$2,412.62	\$28,951.42
\$15.31	\$114.83	\$2,497.44	\$29,969.32
\$15.77	\$118.28	\$2,572.48	\$30,869.77
\$16.34	\$122.55	\$2,665.46	\$31,985.55
\$16.98	\$127.35	\$2,769.86	\$33,238.35
\$17.54	\$131.55	\$2,861.21	\$34,334.55
\$18.10	\$135.75	\$2,952.56	\$35,430.75
\$18.52	\$138.90	\$3,021.08	\$36,252.90
\$18.95	\$142.13	\$3,091.22	\$37,094.62
\$19.37	\$145.28	\$3,159.73	\$37,916.77
\$19.79	\$148.43	\$3,228.24	\$38,738.92

Daily, monthly and yearly rates are not exact due to rounding.

Article 7: Holidays and Holiday Pay (O.S.)

- 7.01 (a) **Company Holidays shall be as follows:**
- | | |
|-----------------------|--------------------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | Christmas Float Holiday |
| Labour Day | |
- and **any** other holiday approved by **the** Company.
- (b) A Company Holiday which **falls** on **any day** Monday to Friday **inclusive**, shall **be** observed on **the** day on which it **falls**. **When any** Company **Holiday** falls on a Saturday or **Sunday**, the following **Monday** or **preceding Friday** shall **be** declared by the Company as a **lieu day**.
- (c) Four workers will observe the actual day of **the Company** Holiday rather than the **lieu day** where a day is **declared** in **lieu** of a Company Holiday. This is not applicable to an employee declaring an **alternate** day in **lieu** of **Easter Monday**.
- (d) When Christmas Day is observed on a Monday, **Boxing Day** will be observed on the Tuesday following.
- (e) **The** Christmas Float Holiday shall **be** observed on the following days and employees scheduled in accordance with **Operator Services** scheduling procedures:
- 1 On December **24** when Christmas day falls on a Tuesday, Thursday, Friday or Saturday;
 - 2 On December **27** when Christmas Day falls on a Monday or a **Wednesday**;
 - 3 On December **28** when Christmas Day **falls** on a Sunday.

7.02

Civic Holidays

- (a) Any full or **half-day** Civic Holiday proclaimed under the Municipal Government Act by the local authorities of any city, town or village will be given immediate consideration by the Company upon receipt of the official proclamation. Proclamations should be forwarded to the Vice-President, Human Resources for consideration.
- (b) Civic Holidays for travelling employees will be those declared at their headquarters.
- (c) Employees scheduled to work on a Civic Holiday shall be granted equivalent time off with pay at a later date. If at the discretion of the immediate supervisor, such time off cannot be granted, the employees shall be paid double their basic rate of pay for that day. Overtime shall not be paid.
- (d) Should the Civic Holiday be the first Monday of August and it occurs during a vacation period, one (1) additional day will be allowed. The foregoing will also apply in those locations which proclaim an alternate day in lieu of the first Monday of August.
- (e) Employees not scheduled to work on a Civic Holiday who are called out to work on a holiday will receive overtime payment in addition to their basic rate of pay.
- (f) An employee whose normal day off falls on a Company approved Civic Holiday, will receive equivalent time off later.

7.03

EASTER MONDAY

- (a) Employees shall be entitled to choose an alternate day in lieu of Easter Monday which may be used to observe a religious holiday or for any other personal reason.
- (b) An employee electing to take a day in lieu of Easter Monday must declare their intention to do so not less than five (5) weeks prior to Easter Monday, otherwise Easter Monday will remain as the employee's holiday. The specific date need not be requested at the time the employee declares their intention to take a day in lieu,

- (c) The day in lieu of Easter Monday must be scheduled between January 2nd and December 20th inclusive in any year. Requests to have the lieu day scheduled between December 21 and January 1 will be considered and may be granted subject to the demands of service.
- (d) A request for the day in lieu of Easter Monday that is submitted not less than five (5) weeks in advance of the date requested shall be granted. Requests submitted less than five weeks in advance will be considered and may be granted subject to the demands of service.
- (e) The day in lieu of Easter Monday must be taken within the calendar year and cannot be carried forward to the next year. The day will not be paid out except in the case of layoff or dismissal of the employee.
- (f) An employeewho has elected to take another day in lieu of Easter Monday and who is scheduled to work on Easter Monday may only change the Easter Monday tour with another qualified employee who has also elected to take another day in lieu of Easter Monday and at the discretion of the Supervisor. The other qualified employee shall be responsible for the Easter Monday tour at no extra Cost to the Company.

7.04 A Company Holiday shall have the effect of reducing the calendar work week by one (1) day on the occurrence of one (1) holiday or two (2) days on the occurrence of two (2) holidays.

7.05 **Holiday Pay**

- (a) An employee scheduled and who works a tour of duty on a Company Holiday shall be paid at two (2) times their basic rate of pay, This payment is in addition to my other that the employee may be entitled to receive under 7.09; (b), (c), (d), (e) or (9).
- (b) There shall be no deduction in the pay of a regular full-time employee for a holiday not worked except in the case of an employee on furlough or leave without pay which has exceeded thirty (30) days. When a holiday occurs at the end of a furlough period or leave without pay, the employee must notify their immediate supervisor of their availability for work OR that day to be paid for the holiday.
- (c) Regular part-time employees shall be paid holiday pay in accordance with Clause 18.02 (General).

- (d) A casual or occasional employee who has received wages on at least fifteen (15) of the thirty (30) days preceding the holiday is entitled to the average of their regular earnings in the preceding thirty (30) days for the holiday.
- (e) A casual or occasional employee who has received wages on less than fifteen (15) days in the thirty (30) days preceding the holiday is entitled to one-twentieth (1/20) of their wages earned in the thirty (30) days.
- (f) 1 An employee taken ill while at work during a holiday session or tour, shall be assumed as having worked the session or tour as the case may be, and shall be paid the holiday payment per clause 7.05 (a).
- 2 A holiday night tour shall be from 12:00 midnight on the preceding day to 7:30 a.m. on the holiday, at all offices.

7.06 An employee called in to work overtime shall be paid in accordance with the overtime regulations.

ARTICLE 9: LAYOFF (O/S)

- 9.01 In the event of a force reduction of regular employees, the Company will effect the layoff on a last in, first out basis.
- 9.02 Should the Company decide to reduce the number of employees as referred to in Clause 9.01, casual and occasional employees shall be laid off prior to regular employees.
- 9.03 Prior to the Company exercising their rights in accordance with Clause 9.01, the Company shall:
 - a Notify the Union in writing not less than sixteen (16) weeks prior to the reduction. The notice will include the number of employees affected, their job title and pay group, their seniority date, and the reasons for the proposed reduction; and,
 - b establish a joint committee with the Union to consider alternatives to and otherwise mitigate the effects of the proposed downsizing. The committee shall be a maximum of six (6) people equally represented by the Company and the Union and will meet within two (2) weeks of the notice. Alternatives may include voluntary resignation incentives, targeted resignation incentives, or other appropriate alternatives such as retraining/reskilling of employees or redeployment to other jobs; and,

- c jointly with the Union consider an outplacement program to assist laid off employees; and,
- d verify employee seniority, job title and pay group of those affected prior to the layoff.

9.04 Not less than ten (10) weeks prior to the layoff, the Company will:

- a Send a notice to each affected employees containing;
 - 1 employee entitlements at time of layoff (e.g. UI, etc.),
 - 2 option being considered by the joint committee,
 - 3 if known, the expected return to work date,
 - 4 obligation and rights of employees with respect to recall, and change of address.
- b Notify the Union in writing of the name, job title and pay group, seniority data and headquarters of the employees to be laid off.

9.05 Order of recall for employees who were laid off because of a force surplus as outlined in Clause 9.01, shall be last out - first in, through the medium of a registered letter, return receipt requested, to the employee's last address of record, at any time within twelve (12) months from the date of layoff, provided they are physically qualified and equipped by training and experience to perform the duties of the work available.

9.06 It will be the responsibility of the former employees who desire re-employment within the terms above, to keep the Company informed as to their correct address and to advise the Company within one (1) week of the date of any offer of re-employment as to their acceptance. The Company will assume that failure on the part of any laid off employee to notify the Company within one (1) week concerning acceptance of an offer of employment or to report for duty within fifteen (15) days from the date of the offer constitutes a rejection of the offer and a severance of the employment relationship.

9.07 a Employees who have been laid off and have been recalled to work within a period of twelve (12) months from the date of layoff shall retain all former credits.

b If the layoff period is thirty (30) or more consecutive days, an employee should refer to the Telus Corporation Pension Plan.

Operator ~~Services~~ Wage Schedules

**Effective May 1, 1995
(Hourly Rates)**

PROGRESSION STEPS	OPERATOR AND PABX OPERATOR	SERVICE OBSERVER
A	12.12 BR	14.20
B	12.63	14.70
C	13.13	15.30
D	13.66	15.80
E	14.26	16.38
F	14.72	16.96
G	15.37	17.33
H	15.95	17.80
I		18.35

Note: The interval from one step to the next shall be six (6) months.

Operator Services Daily, Monthly and Yearly Wage Equivalents

Hourly	Daily	Monthly	Yearly
\$12.12	\$84.84	\$1,845.27	\$22,143.24
\$12.63	\$88.41	\$1,922.92	\$23,075.01
\$13.13	\$91.91	\$1,999.04	\$23,988.51
\$13.66	\$95.62	\$2,079.74	\$24,956.82
\$14.20	\$99.40	\$2,161.95	\$25,943.40
\$14.26	\$99.82	\$2,171.09	\$26,053.02
\$14.72	\$103.04	\$2,241.12	\$26,893.44
\$14.78	\$103.46	\$2,250.26	\$27,003.06
\$15.30	\$107.10	\$2,329.43	\$27,953.10
\$15.37	\$107.59	\$2,340.08	\$28,080.99
\$15.80	\$110.60	\$2,405.55	\$28,866.60
\$15.95	\$111.65	\$2,428.39	\$29,140.65
\$16.38	\$114.66	\$2,493.86	\$29,926.26
\$16.96	\$118.72	\$2,582.16	\$30,985.92
\$17.33	\$121.31	\$2,638.49	\$31,661.91
\$17.80	\$124.60	\$2,710.05	\$32,520.60
\$18.35	\$128.45	\$2,793.79	\$33,525.45

Daily, monthly and yearly rates are not exact due to rounding.

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