



TELUS
EMPLOYEES
UNION
LOCAL 348

AGREEMENT

BETWEEN

TELUS COMMUNICATIONS INC.

AND

**THE INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

LOCAL 348

CLERICAL/OPERATOR SERVICES EMPLOYEES

FEBRUARY 12, 1997 - APRIL 30, 1998

AGREEMENT

BETWEEN

TELUS COMMUNICATIONS INC.

AND

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL 348

THIS AGREEMENT is made by and between **TELUS Communications Inc.** 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 of **TELUS Communications Inc.** 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 **February** 12, 1997 unless otherwise specified in the Agreement.

SIGNED ON BEHALF OF TELUS COMMUNICATIONS INC.:

M. Wray
DIRECTOR, EMPLOYEE RELATIONS

And the Management Negotiating Committee:

B. Coleman
R. Juchli
L. Podesta
G. Martin
D. McMahon
B. Smith

**SIGNED ON BEHALF OF LOCAL 348,
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS:**

J. Ewing
PRESIDENT

M. Semeniuk
BUSINESS MANAGER

And the Clerical/Operator Services Negotiating Committee:

M. Askin
K. Heiligers
V. Montgomery
S. Mutter
M. Richards
G. Thostenson
E. Wyllie

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ARTICLE 1- SCOPE

- 1.01 The provisions of this Agreement apply to all employees of **TELUS Communications Inc.** as listed in the Canada Labour Relations Board Certificate issued November 27, 1992 certifying the International Brotherhood of Electrical Workers, Local 348 as the bargaining agency for the Clerical and Operator Services employees of **TELUS Communications Inc.** and such other employees as the parties may agree to include or the Canada Labour Relations Board may direct.

ARTICLE 2 - CLASSIFICATIONS (Operator Services)

- 2.01 The provisions of the Operator Services sections of this agreement apply to the following classifications of employees:

**Video Conference Room Co-ordinator
Morris Plus Co-ordinator
Office Assistant
Teleconference Representative
Video Conference Representative
Deaf/Hearing Liaison
Network Operator
Scheduling Co-ordinator
Service Observer
Customer Service Assistant**

**Payment for these classifications will be in accordance with the wage schedules that form part of this agreement.
Employees performing the duties of:**

**Service Assistant and Support
Service Assistant (Special Services)**

shall be paid differentials in accordance with Clause 40.05 and Clause 38.02.

ARTICLE 3 - DEFINITIONS (Clerical)

3.01 Employee means any of the following:

- (a) Regular Full-Time Employee means a person employed in the service of the Company, as covered under the terms of this Agreement and whose employment is expected to continue indefinitely subject to terminating action by either party.
- (b) Regular Part-Time Employee means a person hired for regular employment on a continuous basis and works a minimum of seventy-five (75) hours averaged over two (2) pay periods. This employee may be required to work full-time to meet the demands of service. The employee shall not work more than seventy-five percent (75%) of the hours of a full-time employee in any calendar year. Such employees will be covered on a prorated basis under the terms of this Agreement and the Pension Plan.

If an employee works more than seventy-five percent (75%) of the hours of a full-time employee then **they** will be offered regular full-time employment.

- (c) A Casual Employee shall work the hours of a Regular Full-Time Employee. Casual Employee means a person hired to fill a vacancy which the Company considers to be temporary or to carry out casual work assignments. Casual Employees will be covered under the terms of this Agreement except for Group Insurance, Alberta Health Care Insurance, Supplementary Health, Vision and Dental Care Plans, Pension Plan, Company Sick Leave and Accident Compensation Benefits.

A Casual employee shall not be employed for a period beyond nine (9) months. A Casual employee may replace a regular employee absent on maternity leave, child care leave, and/or adoption leave for a period equal to the length of the absence, plus four (4) weeks if training is required or nine (9) months, whichever is greater. There shall be a three (3) month break between each term of employment.

(d) Occasional employees are employees employed on an hourly or daily basis to cover situations that cannot reasonably be handled by Regular Full-Time, Regular Part-Time or Casual Employees. Such employees will be covered under the terms of this Agreement where terms and conditions are considered applicable, except for Group Insurance, Alberta Health Care Insurance, Supplementary Health, Vision and Dental Care Plans, Pension Plan, Company Sick Leave and Accident Compensation Benefits.

Upon completion of six (6) months of employment, Occasional Employees shall be paid an amount equal to five percent (5%) of their gross regular earnings in lieu of health benefits.

3.02 Probationary Employee means an employee who has not completed **their** first six (6) months of service.

3.03 Tour Employee

Tour Employee means an employee who is regularly posted on a tour of duty covering day, evening, and/or night tours, Saturdays, Sundays and/or holidays on a regular rotation basis.

3.04 Tours of Duty

The Company reserves the right to establish, for employees in any classification listed herein, presently or in the future, special work weeks starting on any day of the week consistent with Article **16** covering Hours of Work and Tours of Duty.

3.05 Overtime means all hours or portion thereof worked by an employee in excess of the basic hours of work as provided for in this Agreement.

3.06 Session

Session means the continuous time, not including overtime but including the break period which an employee is scheduled to work without a meal period. A session shall be one-half (1/2) the duration of a tour.

3.07 Basic Rate of Pay means the specified amount of money per day calculated as follows: basic hourly rate times seven and one-half (7 1/2).

3.08 Basic Hourly Rate means the specified amount of money per hour which, in accordance with the Wage Schedules that form part of this Agreement, is paid to an employee for each hour worked and all other amounts payable to any employee are completely excluded from the term "basic hourly rate".

3.09 Basic Wages means the basic hourly rate accumulated over a period of time, e.g. - payroll period.

3.10 Headquarters

(a) For the purposes of this Agreement, headquarters will be the city or town limits.

(b) For employees who have been approved for a Company paid relocation, headquarters shall mean:

(1) City of Edmonton: City limits and includes Sherwood Park, St. Albert and Namao.

(2) All other cities and towns: City or Town limits.

3.11 Furlough

Furlough for the purpose of this Agreement means leave of absence without pay or benefits except as otherwise provided in this Agreement. This does not include Maternity Leave, Adoption Leave or Child Care Leave.

ARTICLE 4 - DEFINITIONS (Operator Services)

Employee means any of the following:

4.01 Regular Full-Time Employee - means a person employed in the services of the Company as covered under the terms of this Agreement and whose employment is expected to continue indefinitely, subject to terminating action by either party.

4.02 Regular Part-Time Employs - means a person hired for regular employment on a continuous basis and works a minimum of seventy (74) hours averaged over a two (2) pay period basis. This employee may be required to work full-time to meet the demands of service. The employee shall not work more than seventy-five percent (75%) of the hours of a full-time employee in any calendar year. Such employees will be covered on a prorated basis under the terms of this Agreement and the Pension Scheme.

If a Regular Part-Time employee works more than seventy-five percent (75%) of the hours of a full-time employee, then **they** will be offered regular full-time employment.

4.03 Probationary Employee - means an employee who has not completed **their** first six (6) months of service.

4.04 Casual Employee - means a person hired at an hourly rate to fill a vacancy which the Company considers to be temporary or to carry out casual work assignments. Such employees will be covered under the terms of this Agreement except for Group Life Insurance, Alberta Health Care Insurance, Supplementary Health, Dental and Vision Care Plans, Pension, Sick Leave and Accident Compensation Benefits.

A Casual employee shall not be employed for a period beyond nine (9) months. There shall be three (3) months between each term of employment.

A Casual employee shall work regular full-time hours.

- 4.05 Occasional employees are employees employed on an hourly or daily basis to cover situations that can not reasonably be handled by Regular Full-Time, Regular Part-Time or Casual employees. Such employees will be covered under the terms of this Agreement where terms and conditions are considered applicable, except for Group Life Insurance, Alberta Health Care insurance, Supplementary Health, Dental and Vision Care Plans, Pension, Sick Leave and Accident Compensation Benefits.
- Upon completion of six (6) months of employment, occasional employees shall be paid an amount equal to five percent (5%) of their gross regular earnings in lieu of health benefits.
- 4.06 Casual and Occasional employees hired as Regular Full-Time having three (3) months or more accumulated service will have a three (3) month probationary period.
- 4.07 Furlough - for the purposes of this Agreement, furlough is defined as leave of absence without pay. This does not include maternity leave, adoption leave or child care leave.
- 4.08 Basic Rate of Pay - means the specified amount of money per day calculated as follows: Basic hourly rate times seven (7).
- 4.09 Basic Hourly Rate - means the specified amount of money per hour which, in accordance with the Wage Schedules that form part of this Agreement, is paid to an employee for each hour worked and all other amounts payable to any employee are completely excluded from the term "basic hourly rate".
- 4.10 Basic Wages - means the basic hourly rate accumulated over a period of time, e.g. payroll period.
- 4.11 Overtime - means all hours or portion thereof worked by an employee in excess of the basic hours of work as provided for in this Agreement.

- 4.12 Session - means the continuous time, not including overtime, but including the relief period which an employee is scheduled to work without a meal period. A session shall be approximately one-half (1/2) the duration of a tour.
- 4.13 Meal Period shall not exceed one hour. This does not apply to split tours.
- 4.14 Tour of Duty - means the scheduled period of work for an employee on any working day.
- 4.15 (a) A "Tour Bidding" Office shall be **an Operator Services Office** where **Regular Full Time and Regular Part-Time employees** have the right to select **tours** according to seniority and availability.
- (b) Tour bidding shall be established or discontinued in a particular office by a **secret ballot** majority vote of the **regular employees that are directly affected by the tours (e.g. Network Operator)**. A **tour bidding vote shall be held no more than once in a twelve (12) month period**.

ARTICLE 5 - UNION RECOGNITION

- 5.01 The Company recognizes the Union as the sole collective bargaining agency for the employees covered by this Agreement and hereby consents and agrees to negotiate with the Union or its representatives in any and all matters pertaining to this Agreement which may affect the relationship between the Company and the employees.
- 5.02 The Company also agrees that the Union may have the assistance of such representatives as it may designate in any negotiations or discussions between representatives of the parties hereto subject to Article 6 - Time Off For Union Representatives.
- 5.03 The Union agrees to furnish the Company in writing a current list and amendments containing the name, department and location of each Shop Steward, **Union Executive member, and negotiating committee member**.

5.04 When during the life of this Agreement both parties agree that a change is required to any article or item, a Memorandum of Agreement shall be drafted and signed by both parties upon reaching mutual agreement.

5.05 Bulletin Boards

The Company will provide bulletin boards suitable for the posting of Union material and shall permit such material to be posted. Any disputes regarding the appropriateness of the material posted shall be referred to the Business Manager of the IBEW and the Director of Employee Relations for discussion. Should agreement not be reached, the issue may be submitted to Arbitration.

5.06 Directives

The Company will furnish the Union with copies of directives or letters which affect the working conditions of the employees covered in this Agreement.

ARTICLE 6 - TIME OFF FOR UNION REPRESENTATIVES

6.01 Local Union Representatives may investigate and settle grievances, attend **joint Company and Union committee meetings** or attend to other business of the Union pertaining to the affairs of the Company during working hours for a reasonable length of time, provided however, that arrangements are made with the supervisor(s), subject to service requirements. All time granted accordingly, shall be reported as Union Leave (UL) and paid for by the Company.

(a)

6.02 Employees shall be allowed time off to attend to other business of the Union, including necessary travelling time. This will be subject to service requirements and management approval. The Union must notify the Employer stating purpose, name(s) of employee(s) and the time required. Where possible, notification will be given five (5) weeks prior to the days off required. All time granted for this purpose shall be billed to the Union.

6.03 Members of the Union Negotiating Committee shall receive their normal basic rate of pay while travelling and attending a negotiation meeting with the Company. Should negotiations extend into an employee's regular day off, equivalent time off will be allowed at a later date. If negotiations extend beyond normal daily working hours, additional or overtime payment shall not be paid.

6.04 Shop Stewards shall be given fifteen (15) minutes (private) paid time to meet new employees working in the area.

ARTICLE 7 - DUES DEDUCTIONS

7.01 All employees shall have deducted from their wages, deductions levied in accordance with the Union's Constitution and Bylaws, however, membership in the Union shall be at the employee's choice.

7.02 The Employer shall forward the deductions to the Union on or before the last day of each month accompanied by a list of employees from whom the deductions have been made. The list shall include employees' home addresses unless the employee makes a written request to the Employer to restrict this information.

7.03 The Union will save the Employer harmless from any and all claims which may be made to it by any employee for amounts deducted as herein provided.

7.04 (a) All employees covered under the terms of this Agreement who are members of Local 348, IBEW, shall as a condition of employment, remain members of Local 348, IBEW, for the life of this Agreement; provided that, an employee who is a member of the Union is given a period of thirty (30) days prior to the terminating date of this Agreement within which to elect either to remain a Union member or to withdraw from membership.

(b) If an employee fails to remain a member of the Union as herein required, the employee shall, notwithstanding their date of employment, be specifically subject to the deductions as provided in Clause 7.01.

7.05 All employees transferred into the bargaining unit shall, as a condition of employment, pay the deductions specified in Clause 7.01, concurrent with their transfer date.

7.06 The Union shall notify the Employer in writing ninety (90) days in advance of any approved change in the deductions authorized in accordance with its Constitution and Bylaws.

ARTICLE 8 - WORKING SUPERVISION (Clerical)

8.01 Managerial **or** Professional (**MP**) employees shall not do work which is normally carried out by Clerical bargaining unit employees. However, occasions may arise when **MP** employees are required to do work in training demonstrations, restoration of service where an accident occurs or when other unforeseeable or unpreventable circumstances occur. These occasions should be considered exceptions and not normal operating practice.

ARTICLE 9 - MANAGEMENT RIGHTS

9.01 The management of the operations of the Company and the direction of the working forces, including the right to direct, plan, and control operations and to schedule working hours and the right to hire, promote, demote, transfer, suspend, or discharge employees for just cause or to release employees because of lack of work or the right to introduce new and improved methods or facilities and to manage the operations in the traditional manner, is vested exclusively in the Company, subject to the provisions of this Agreement.

ARTICLE 10 - CONTRACTING OUT

- 10.01 The Employer agrees to have work performed by employees, although at times it may be necessary to have a variety of work performed by outside contractors. The Employer shall give notice in writing to the Union **with a copy to the Director, Employee Relations** before contracting out any work that has historically been done by the employees in the bargaining unit. Such notice shall state the reasons for the proposed contracting out.
- 10.02 **In an effort to retain work, within the Clerical and Operator Services bargaining units, which would otherwise be contracted out, the Company agrees to meet with the Union at least once per year, or more frequently where agreed by both parties, to discuss and identify ways of achieving this objective.**

ARTICLE 11 - DISCRIMINATION

- 11.01 No discrimination against employees on account of affiliation or relations they may or may not have, will be permitted. All those in charge of employees must take precautions to see that this is not violated.
- 11.02 Nothing herein shall be construed to reduce the pay of an employee now getting a higher rate of pay for the work classified in the wage schedule.
- 11.03 The Company shall not threaten, intimidate, **harass**, or unlawfully discriminate against an employee for reasons of race, national or ethnic origin, colour, religion, age, sex, marital status, family status, disability, political affiliation, conviction a pardon has been granted, or for exercising any rights under this collective agreement **or any other federal or provincial regulation.**
- 7/1
14/1

ARTICLE 12 - SENIORITY

- 12.01 Seniority is the length of service in the employ of the Company and shall start from the date the employee last entered the service.
- 12.02 The Employer agrees to provide monthly to the Union **on disk or paper copy if required**, separate seniority lists which shall include the names and seniority dates for all clerical and operator services employees. The lists shall be printed in order of seniority.

ARTICLE 13 - SERVICE DATE

- 13.01 In establishing employees' service dates for the purpose of this Agreement, employees entering the service between the first and fifteenth day of the month shall be credited from the first day of that month; employees entering the service on or after the sixteenth day of the month shall be credited from the first day of the following month.

ARTICLE 14 - GRIEVANCE PROCEDURE

If any differences concerning the interpretation, application, operation or any alleged violation of the Agreement arises between the Employer and the Union, or between an employee or employees bound by the Collective Agreement and the Employer, including any questions as to whether any difference is arbitrable, it shall be processed according to the following grievance procedure.

In the event that a grievance or grievances involve(s) a group or groups of employees, or in the event that the Union initiates a grievance with respect to the application, operation, interpretation, or any alleged violation of the Collective Agreement, then the grievance shall be submitted in writing to the Director of Employee Relations. If the parties are unable to resolve the matter within thirty (30) days following receipt of the grievance, the grievance may be advanced to Arbitration.

A grievance in the case of dismissal shall be submitted in writing within thirty (30) days of the date of dismissal and shall commence at Step 2 of the Grievance Procedure.

In the event that a designated official of the Company is not available or the Employer does not respond as required under any step of the grievance procedure, the Union may advance the grievance to the next step of the grievance procedure.

With the consent of the parties the time within which any step or appointment must or should be taken or made may be extended for such period of time as may be agreed between the parties.

With mutual consent of the parties, step(s) of the grievance procedure may be waived.

In the event of the Employer filing a grievance with respect to the application, operation, interpretation, or any alleged violation of the Collective Agreement, it shall be submitted directly from the Director of Employee Relations to the Business Manager of the Union who shall call a meeting to attempt to resolve the grievance and render a decision within thirty (30) days of receiving the grievance. If the parties are unable to resolve the matter within thirty (30) days following the meeting, the grievance may be advanced to Arbitration.

Time periods for the purpose of this Article, shall be calculated on consecutive calendar days.

STEP 1 An employee who believes they have a justifiable grievance, shall discuss the matter with the immediate Manager within thirty (30) days of occurrence and the Manager shall give a decision within five (5) days following the discussion. The employee may be accompanied by a Shop Steward during the discussion if they choose.

If the employee is not satisfied with the decision, the employee may within fifteen (15) days, discuss the matter with a Shop Steward, and the Shop Steward may within fifteen (15) days discuss the matter with the employee's Manager. The decision of the manager shall be rendered within five (5) days.

STEP 2 If a satisfactory settlement has not been obtained under the previous step, then the employee may within thirty (30) days of the date of the decision under Step 1, render the grievance in writing to the Union. The Union may, within thirty (30) days of the date of delivery of the grievance in writing, forward the grievance to the Director of the department concerned, with a copy to the Director of Employee Relations. The Director of the department concerned shall call a meeting, attempt to resolve the grievance and render a decision within thirty (30) days of receipt of the grievance.

STEP 3 Should the parties agree, any matter may be referred to a single arbitrator.

A grievance which is not resolved through the previous steps shall be adjudicated in accordance with the following:

- (a) Either of the parties shall, within one hundred eighty (180) days, notify the other party, in writing, of its desire to submit the grievance to arbitration. The notice shall contain the name of the notifying party's appointee to an Arbitration Board and/or the names of up to three individuals acceptable as a single arbitrator.
- (b) The party receiving the notice shall within ten (10) days following receipt of the notice, inform the other party of the name of its appointee to the Arbitration Board or its acceptance of a name from those proposed as a single arbitrator.
- (c) If agreement on a single arbitrator cannot be reached, the matter shall revert to an Arbitration Board.
- (d) If the recipient of the notice fails to name an appointee to the Arbitration Board within the prescribed time limits, the appointment shall be made by the Minister of Labour upon request of either party.
- (e) The two (2) appointees shall, within ten (10) days of the second appointment, appoint a third person who shall be the Chairman of the Arbitration Board. If the two (2) appointees fail to agree upon a Chairman within the ten (10) day limit, either party may request the Minister of Labour to appoint a Chairman.
- (f) After the Arbitration Board has been formed by the above procedure or the single Arbitrator selected, the Board or Arbitrator shall meet within fifteen (15) days of the appointment of the Chairman of the Arbitration Board or Arbitrator and hear such evidence as the parties may desire to present to assure a full, fair hearing, and shall render a decision in writing to the parties within fifteen (15) days after the completion of the hearing, unless such time is extended by mutual consent between the parties.

The Arbitration Board or Arbitrator shall have such power as defined and provided in the governing legislation.

- (g) The Chairman shall have the authority to render the decision with the concurrence of either of the other members and a decision thus rendered shall be final and binding on the parties hereto. If no majority decision is reached then the Chairman shall render the decision.
- (h) A single Arbitrator shall have the authority to render a decision which shall be final and binding on the parties.
- (i) The Arbitration Board or Arbitrator by its decision, shall not alter, amend or change the terms of this Collective Agreement.
- (j) Each of the parties to this Agreement shall bear the expense of its nominee to the Arbitration Board. The fees and expenses of the Chairman or single Arbitrator shall be borne equally by the two (2) parties to the dispute.

ARTICLE 15 - DISCIPLINE, RESIGNATION AND DISMISSAL

15.01 Employees shall not be disciplined or dismissed except for just cause.

15.02 Discipline

When an employee is disciplined for just cause by way of written reprimand, suspension, dismissal or demotion, the Supervisor shall give the employee notice in writing as to the reason(s) for such action, and shall forward a copy of the notice to the Union.

15.03 Meetings

The Employer must identify the purpose of a meeting prior to its commencement. An employee may request the presence of a Shop Steward at any meeting which is:

- (1) identified by the Employer as being disciplinary in nature; or,
- (2) for purposes of investigation and where **Security staff or** Employer representative(s) other than the employee's immediate Supervisor are present.

Where a Shop Steward is available, the request shall be granted. All reasonable effort will be made to schedule the meeting at a time when a Shop Steward is available.

15.04 Notice of Resignation

A regular full-time or regular part-time employee resigning from the Company's employ shall be expected to give at least two (2) weeks notice in writing.

15.05 Dismissal

Employees dismissed shall be paid in full for all wages due up to the time of dismissal.

ARTICLE 16 - HOURS OF WORK AND TOURS OF DUTY (Clerical)

The work week shall be thirty-seven and one-half (37 1/2) hours.

16.01 Overtime means all hours or portion thereof worked by an employee in excess of seven and one-half (7 1/2) hours in a day or thirty-seven and one-half (37 1/2) hours in a week.

- 16.02.**
- (a) Tour of Duty means the scheduled period of work for an employee on any working day.
 - (b) Day Tour - a seven and one-half (7 1/2) hour tour which falls between 7:00 A.M. and 6:00 P.M.
 - (c) Evening Tour - a seven and one-half (7 1/2) hour tour ending between 6:01 P.M. and 12:00 midnight.
 - (d) Night Tour - a seven and one-half (7 1/2) hour tour ending between 12:01 A.M. and 8:00 A.M.
 - (e) No more than two and one-half (2 1/2) hours shall be scheduled on duty during either a day or evening tour without either a relief or meal period.

- (f) Thirty-seven and one-half (37 1/2) hours per week shall be the basis of the hours of work.
- (g) **Saturday, Sunday, Holiday, Evening and Night tours shall have a one-half (1/2) hour meal period.**

16.03 Calendar Work Week shall be a period of seven (7) consecutive days commencing 12:01 A.M. on Sunday and ending at midnight on the following Saturday.

16.04 Day tours of duty shall be from 8:00 A.M. to 4:30 P.M. but other hours may be assigned to meet service requirements except that a Day tour of duty shall not be assigned to commence before 7:00 A.M. nor terminate later than 6:00 P.M.

16.05 All tours shall be rotated as equally as possible amongst all affected employees.

16.06 Change of Tour Payment - Less than Seven (7) Days Notice
All tour schedules shall be posted five (5) weeks in advance of the day they are to become effective. When an employee's tour schedule is changed without seven (7) days notice, the employee shall be paid **their** basic rate of pay and in addition, a change of tour payment calculated as follows: one (1) times **their** basic rate of pay on the first tour of the change only. Normal pay treatment will apply on the second and subsequent days of the tour schedule.

Employees away from work shall be notified by the Supervisor in charge, of changes posted seven (7) full days in advance, when possible. A change of-tour payment is not applicable when an employee is required to work overtime.

16.07 A tour of duty may commence on any day in the week.

- 16.08 An employee who has completed **their** tour of duty and is called back within a twenty-four (**24**) hour period from the start of **their** last tour, (e.g. 8:00 A.M. to 8:00 A.M. or 4:00 P.M. to 4:00 P.M.), to cover a vacant tour for any reason shall be paid overtime in accordance with the overtime regulations.
- 16.09 An employee may change **their** tour with any other qualified employee at the discretion of **their** Supervisor. The other qualified employee shall be responsible for the tour coverage at no extra cost to the Company.
- 16.10 Employee's days off shall be consecutive.
- 16.11 (a) Any request for deviation from normal basic hours of work except for regularly scheduled tour workers shall be subject to fourteen (14) days notice in writing to the Union and the employees. Such notice shall contain the reasons for the deviation, the number of, and names of employees, and departments affected.
- In the event the parties, through joint consultation which may be done by telephone, letter or where necessary a meeting, fail to mutually agree to the deviation within fourteen (14) days of the notice, the Company may proceed as they deem necessary and the Union may refer the matter to Step 3 of the Grievance Procedure.
- (b) For specific work items, temporary deviations of no more than ten (10) consecutive working days, which can only be broken by days off in a sixty (60) day period, will be allowed without the requirement of written notice and mutual agreement of the parties. Such deviation will require at least seven (7) days written notice to the employee(s). If seven (7) days written notice is not given, then in addition to **their** basic rate of pay, an employee will be paid for the first day only of the temporary deviation: one (1) times **their** basic hourly rate for each hour worked. Such payments are not applicable when an employee is scheduled or called out on an overtime basis.
- 16.12 No Occasional or Regular Part-Time employee shall be paid for less than four (4) hours in any one (1) day and this short tour can only be broken by a meal period of **one half (1/2)** hour **maximum** duration.

16.13 Break Period

A paid break period, not to exceed fifteen (15) minutes, will be given during each session subject to emergency service requirements.

16.14 Meal Period

Meal period shall not exceed one (1) hour. Employee requests for one-half (1/2) hour meal periods shall not be unreasonably denied.

**ARTICLE 17 - HOURS OF WORK AND TOURS OF DUTY
(Operator Services)**

17.01 Tour Employee - means an employee who is regularly posted on a tour schedule covering day, afternoon, evening or night tours.

17.02 (a) Tour of Duty - means the scheduled period of work for an employee on any working day.

(b) Day Tour - Seven (7) hours commencing not earlier than 6:00 a.m. and terminating not later than 6:00 p.m. and the following scheduling provisions shall apply:

(1) A session may start and end on the hour, half-hour or the quarter hour.

(2) Saturday, Sunday and Holiday tours will have one half (1/2) hour lunch breaks.

(c) Afternoon Tour - Seven (7) hours, terminating between 6:00 p.m. and 9:00 p.m. and scheduling provisions apply as in (b) above.

(d) Evening Tour - Seven and one-half (7 1/2) continuous hours, terminating after 9:00 p.m., inclusive of a one-half (1/2) hour unpaid lunch break.

(e) Night Tour - Seven (7) hours, 12:00 midnight to 7:30 a.m.

(f) No more than two (2) hours shall be scheduled on duty without relief or meal period **except as provided in Article 40.04.**

17.03 Split Tours - Seven (7) hours commencing not earlier than 6:00 A.M. and terminating not later than 9:00 P.M.

(.a) There will not be less than two (2) hours nor more than a five (5) hour period between the two portions of a split tour.

(b) Split tours shall not be scheduled on Sundays or Holidays.

17.04 No Occasional or Regular Part-Time employee shall be paid for less than four (4) hours in any one (1) day and this short tour can only be broken by a meal period of **one half (1/2) hour maximum** duration.

17.05 Relief of fifteen (15) minutes shall be given on each session as close to the middle of the session as possible.

17.06 An employee commencing a session who is unable to continue on duty on account of sickness shall be assumed to have worked the session and will be paid accordingly.

17.07 Basic Hours of Work - means the hours of work per day and per week established in this Agreement.

17.08 For the purposes of this Agreement, "calendar work week" shall be a period of seven (7) consecutive days commencing 12:01 a.m. on Sunday and ending midnight on the following Saturday.

17.09 Thirty-five (35) hours per week shall be the basis of the hours of work.

17.10 (a) An employee who is required to work in excess of seven (7) basic hours of work per day shall be paid overtime in accordance with the overtime regulations.

(b) An employee who is required to work in excess of thirty-five (35) basic hours of work per week shall be paid overtime in accordance with the overtime regulations.

17.11

(a) All tour schedules shall be posted on Thursday at least fourteen (14) days in advance of the date they are to become effective. When an employee's tour schedule is changed without seven (7) days notice, the employee shall be paid two (2) times her basic rate of pay on the first tour of the change only. Normal pay treatment will apply on the second and subsequent days of the tour schedule. Should the first tour be a Sunday, Holiday, Christmas or New Year's Eve, the foregoing payment will be additional to the premium and/or holiday special payment. A change of tour payment is not applicable when an employee returns to **their** originally scheduled tour after a previous tour change that resulted in a change of tour payment. Neither will such payment be applicable when an employee is required to work overtime, or when the change of tour involves no change in the starting and/or ending of the tour, but simply a change of lunch or break periods within the tour.

(b) Christmas week and New Year's week schedules shall be posted four (4) weeks in advance of December 25th.

17.12

Where possible, employees on days off or holidays shall be notified by the Supervisor in charge of any tour changes made in the posted schedule. Posted tours should not be changed by Management unless by mutual consent of the employee concerned and payment as in Clause 17.11 (a) will apply.

17.13

All tour schedules shall be so arranged as to allow for regular indiscriminate rotation of tours within their respective groups.

ARTICLE 18 - FAMILY DAYS (Clerical)

18.01 Eligibility and Pay Entitlement

- (a) Every January 1, all regular full-time and regular part-time clerical employees will be credited with three (3) Family Days.
- (b) Regular employees commencing clerical employment will be credited with Family Days as follows:
 - (1) Between January 1 and April 30 - three (3) days.
 - (2) Between May 1 and August 31 - two (2) days.
 - (3) Between September 1 and December 31 - one (1) day.
- (c) Regular full-time clerical employees will receive their basic rate of pay for each Family Day.
- (d) Regular part-time clerical employees will receive their basic hourly rate for five (5) hours for each Family Day.
- (e) All Family Days are to be taken prior to December 31 of the year in which they were credited.
- (f) **Family Days may be taken in half day increments.**

18.02

- (a) An employee may request their Family Day(s) anytime throughout the year. Arrangements for Family Days will be worked out between the manager and the employee. All reasonable efforts will be made to accommodate employee requests for Family Days.
- (b) In the event management was unable to accommodate requests for Family Days, the day(s) not used will be paid out to the employee at year end. If the employee has not requested to use their Family Days they will not be carried over nor paid out.

ARTICLE 19 - OVERTIME - APPLICATION OF OVERTIME REQUIREMENTS

A public utility responsible for serving the needs of the general public is expected to supply continuity of service where service affecting conditions or operational needs of an unforeseeable or unpreventable nature occur.

Where these conditions do occur, we expect that our employees will co-operate and respond to callouts and operational needs that may involve additional hours above the normal.

Management shall make every reasonable effort to canvass for volunteers before assigning overtime.

If it becomes necessary to assign overtime, an employee's reasonable excuse for not working overtime, that may arise out of unforeseen personal difficulties shall be given every reasonable consideration - judged by circumstances and availability of other qualified staff or alternate methods of meeting the overtime requirement.

19.01 Overtime will be paid at the rate of two (2) times the basic hourly rate.

19.02 Callout Overtime

A minimum of two (2) hours pay at the applicable overtime rate shall be allowed to any employee who is called out for immediate reporting to the job and shall include travelling time to and from home. Any subsequent call in this two (2) hour period will be considered part of the first call-out. This Clause does not apply to any employee who is held over to work overtime at the end of **their** regular tour, nor does it apply to any employee who is called and works continuously into the beginning of **their** regular tour. In the latter case, overtime at the applicable rate will be paid from the time of callout to the beginning of the tour.

19.03 An employee required to work overtime for a complete tour prior to or after their regular tour or on their day off, shall be paid two (2) times the employee's basic rate of pay, regardless of the length of the tour.

19.04 Overtime will be paid for only when approved by the authorizing Supervisor in charge.

19.05 Rest Period

The provisions of this Clause shall not apply in the case of a callout overtime work period of less than four (4) hours duration, nor shall it apply when an employee is required to work on **their** days off.

An employee who is required to work overtime for a continuous period of four (4) hours or more shall be granted a rest period of eight (8) consecutive hours with no loss in **their** basic rate of pay in accordance with the following conditions:

- (a) An employee shall return to work at the end of **their** eight (8) hour rest period, when the rest period ends prior to the beginning of the last session of **their** scheduled tour of duty.
- (b) When the eight (8) hour rest period extends into the last session of **their** tour, the employee shall not be required to report for work.
- (c) When due to the demands of service, an employee is required to work during the complete rest period or any part of the rest period or last session of **their** tour stipulated in this Clause or following the end of such tour, **they** shall be paid at the rate of two (2) times **their** basic hourly rate for the hours so worked in lieu of the rest period payment for such hours.
- (d) When a sustained overtime period of four (4) hours or more extends into an employee's scheduled tour of duty **they** shall be paid at the rate of two (2) times **their** basic hourly rate for such hours worked in **their** scheduled tour and shall receive a rest period and payment at **their** basic hourly rate for the balance of **their** scheduled tour of duty not worked.

19.06 Vacation Overtime (V.O. Time)

- (a) V.O. time permits a regular full-time or regular part-time employee working overtime to elect to be paid for such overtime in accordance with the following:
 - (1) such overtime to be paid for at the overtime rate; or,
 - (2) such overtime to be paid for at straight time rates for the overtime worked and the employee granted time off equivalent to and in lieu of the remainder of **their** overtime entitlement; or,
 - (3) **all overtime to be "banked" and taken as paid time off at a later date.**

- (b) An employee may bank and maintain up to **eighty (80) hours** accumulated time off.
- (c) Election of method of payment shall be made by the employee prior to the overtime being reported to the Accounting Department.
- (d) Both the overtime and the premium portion of callout overtime payment as well as all or one-half (1/2) of the premium portion of any Company holiday may be banked. An employee may choose to bank the premium portion of the Sunday premium.
- (e) All V.O. time compensation either for time off or payments in lieu thereof, shall be based on the employee's V.O. accrued earnings.
- (f) **All accrued V.O. earnings in excess of forty (40) hours shall be paid out at the employee's basic hourly rate in the pay period containing April 30th.**
- (g) Scheduling of V.O. time off:
 - (1) A request for V.O. time off shall be made at least fourteen (14) days in advance wherever possible. A reply shall be conveyed to the employee as early as possible. Lack of fourteen (14) days notice shall not preclude the granting of V.O. time off at the employee's request and agreement by the Supervisor. Where the demands of service necessitate, the Company shall have the right to defer a request for V.O. time off.
 - (2) The scheduling of annual vacations as per Article 21 shall take precedence over V.O. time off.
 - (3) It shall not be required to use all or any annual vacation prior to requesting V.O. time off.
 - (4) An employee may request a V.O. time payout at any time, however, only one hundred percent (100%) payout will be made.

19.07 Part-time employees working less than the normal basic hours per day of full-time employees and who are required to work longer than their regular working day, shall be paid at their basic hourly rate for the hours so worked up to the normal hours for full-time employees, after which the overtime provisions of Clause 19.01 shall apply.

ARTICLE 20 - HOLIDAYS AND HOLIDAY PAY

20.01

(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) When Christmas Day is observed on a Monday, Boxing Day will be observed on the Tuesday following.

Clerical:

- (d) For regular tour workers only, Christmas Day will be observed on December 25.
- (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 Tuesday, Thursday, Friday or Saturday.
 - (2) On December 27 when Christmas Day falls on Monday or Wednesday.
 - (3) On December 28 when Christmas Day falls on Sunday.

Operator Services

- (d) 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.
- (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 Tuesday, Thursday, Friday or Saturday.
 - (2) On December 27 when Christmas Day falls on **Sunday**, Monday or Wednesday.

20.02

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 traveling employees will be those declared at their headquarters.
- (c) Employees scheduled to work on a Civic Holiday shall, **at the employee's discretion**, be granted equivalent time off with pay at a later date **or** be paid double their basic rate of pay for that day. **Time off shall be arranged at a time suitable to the employee and their supervisor.** 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 **the** 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.

20.03 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.
- (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. A 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 **subject to** 20.03 (c). Requests submitted less than five (5) weeks in advance will be considered and may be granted subject to 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 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.

20.04 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, **etc.**

20.05 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 **20.05 (b), (c), (d), (e) ((f) - applies to Operator Services only).**
- (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 30.02.
- (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.

Operator Services:

- (f) 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 20.05 (a).
- (g) A holiday night tour shall **start at 12:01 a.m. on the day of the**

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

ARTICLE 21 - ANNUAL VACATIONS

21.01 **The vacation year will extend from May 1st of one year until April 30th of the following year.**

21.02 Vacation Credits

- (a) Annual vacation credits will be computed from the beginning of the vacation year.
- (b)
 - (1) **An employee hired** on or before the fifteenth day of any month shall be given vacation credits from the first day of the month.
 - (2) **An employee hired** after the **fifteenth** day of any month shall be given vacation credits from the first day of the following month.
 - (3) This focalized vacation credit date shall apply in the first year of service and in each year thereafter.

21.03 An employee who has completed the required continuous years of service as of April 30 in any year shall be **entitled to** vacation as **follows**:

<u>Service Completed as of April 30</u>	<u>Vacation Entitlement</u>
Less than one (1) year	One and one-quarter (1.25) days for each full month of service completed
One (1) to eight (8) years	three (3) weeks (1.25 days/month)
Nine (9) to fifteen (15) years	four (4) weeks (1.67 days/month)
Sixteen (16) to twenty-four (24) years	five (5) weeks (2.083 days/month)
Twenty-five (25) or more years	six (6) weeks (2.5 days/month)

21.04

Vacation Pay:

- (a) **Employees shall be entitled to vacation pay calculated as a percentage of gross earnings in the period May 1 to April 30 preceding the current vacation year as follows:**

<u>Vacation Entitlement</u>	<u>Vacation Pay</u>
three (3) weeks or less	six (6%) percent of gross earnings
four (4) weeks	eight (8%) percent of gross earnings
five (5) weeks	ten (10%) percent of gross earnings
six (6) weeks	twelve (12%) percent of gross earnings

- (b) **Gross earnings shall include regular earnings, commissions, differentials, overtime pay, holiday pay and vacation pay.**
- (c)
 - (1) **Employees who have taken maternity or adoption leave will be granted an earnings credit equivalent to the regular earnings lost during maternity or adoption leave for the purpose of calculating the employee's vacation pay.**
 - (2) **The earnings credit for regular part-time employees who have taken maternity or adoption leave will be based on the employee's average daily regular earnings in the 52 weeks preceding the maternity or adoption leave.**

21.05

Vacation Wage Advance:

An employee may request **their vacation pay** in advance for the regular payroll period(s) which terminate during **their** vacation. Such requests shall be made verbally to the Manager or an appointed representative not less than **fourteen (14)** days prior to the date the advance is required by the employee.

21.06

Vacation Scheduling:

- (a) Employees shall have preference to dates for vacation in order of their seniority.
- (b) The Employer shall post or circulate a vacation planner on or before February **15** of each year. Regular employees shall select their choice for vacation in order of seniority by **March 15**. After this date vacation will be selected on an as requested basis and granted subject to the demands of service. Management will reply to the request within five (5) working days.
- (c) Employees shall be granted their posted vacation except in cases of extraordinary local or general disturbances caused by storms, flood, fires or accidents. If the employee's vacation is cancelled for any of the above reasons, the employee shall be compensated for the loss of any deposit or prepayment upon presentation of proof of loss, **and the employer will attempt to reschedule the vacation on the employee's preferred alternate dates.**
- (d) Employees shall not be scheduled any Saturday and/or Sunday tours at the beginning and/or end of their vacation period.
- (e) If an employee who has approved vacation scheduled, transfers, the Employer shall honour this scheduled vacation.
- (f) Employees' vacation schedules **shall** be arranged exclusive of Management's vacation schedules.

Clerical

- (g) Vacations will be arranged in accordance with the requirements of service by the Supervisor in charge. **A minimum of ten percent (10%) of regular employees in each supervisory group will be allotted vacation at any given time. This does not preclude allotting more than the 10% minimum if requirements of service allow.**

Where the 10 percent (10%) minimum vacation allotment has not been filled by April 1, the remaining percentage shall be available for other time off requests by Regular employees on an as requested basis.

Operator Services

- (g) Vacation will be arranged by Management in charge in accordance with the requirements of service. **A minimum of ten percent (10%) of regular employees in each office will be allotted vacation at any given time. This does not preclude allotting more than the 10% minimum if requirements of service allow.**

Where the 10 percent (10 %) minimum vacation allotment has not been filled by April 1, the remaining percentage shall be available for other time off requests by Regular employees on an as requested basis.

Clerical

- (h) Vacation periods may consist of any number of days and may commence on any day of the week providing this can be accommodated. **Single day selection shall be limited to five (5) working days at the time of scheduling. However, single day selection will not be affected where the employee is unable to schedule a full week due to a lack of vacation days remaining on the vacation schedule.**

e.g. Monday, Tuesday, Wednesday available in a week and employee schedules all three (3) days (single day selection not reduced).

Monday, Tuesday, Wednesday available in a week and employee schedules less than three (3) days available (single day selection reduced).

Operator Services

- (h) With the approval of the immediate supervisor, vacations may be taken:
- (i)** in one (1) continuous period or,
 - (ii)** in separate or combined periods of not less than one (1) week (five (5) working days)
- (i) All vacations shall commence at the beginning of the calendar week unless unavoidable due to the demands of the service. Upon an employee's request, vacations may start on any day of the calendar week subject to supervisory discretion.

21.07 An employee may waive vacation entitlement in excess of either:

- (a) Their Canada Labour Code entitlement; or,
 - (b) the vacation entitlement determined by dividing the employee's vacation pay by their basic rate of pay,
- whichever provides the greater vacation entitlement.

See Example A for vacation waiver examples.

21.08 (a) Vacation **entitlement** must be taken by an employee before expiration of the vacation year in which the vacation falls due.

(b) If **an employee requests** or due to an unforeseen situation, **the employee is** unable to take all or part of **their** annual vacation in the vacation year in which it becomes due, **the employee may**, with the approval of **the Employer**, **carry over their unused** vacation entitlement and **vacation pay in accordance with the following:**

<u>Completed Years of Continuous Service</u>	<u>Vacation Carry Over</u>
one (1) to six (6) years	one (1) week
seven (7) and eight (8) years	no carry over
nine (9) to fifteen (15) years	one (1) week
sixteen (16) or more years	two (2) weeks

See Example B for vacation carry over calculations.

(c) Vacation entitlement which has **been carried** over may **only** be scheduled after **March 15** in accordance with **Clause 21.06 (b) and (g)**.

- 21.09** If a vacation period comes open for any reason, the next employee on the seniority list shall be given the opportunity to utilize that period.
- 21.10** An employee working away from **their** headquarters will be granted travelling time once a year at the start and end of **their** annual vacation. If an employee chooses to split **their** vacation, subject to the provisions of **clause 21.06, the employee** shall be allowed travelling time to and from **their** headquarters twice during any vacation year with transportation supplied.
- 21.11** When a holiday (Company or Civic) occurs during **an employee's** vacation period, **the employee will be allowed** one (1) additional day of **vacation for** each holiday (Company or Civic) **which** may be taken at a time suitable to the employee and **their** Supervisor.
- 21.12** **An employee who is unable to use their vacation entitlement before the end of the vacation year because of illness will have their vacation entitlement and vacation pay carried over to the following vacation year.** Under extenuating circumstances and if all sick benefits **have been** exhausted, the employee may **have vacation entitlement and pay advanced to them** with the authorization of the Employer.

EXAMPLE A - EXAMPLES OF VACATION PAYMENTS/WAIVERS

The Canada Labour Code stipulates that employees with less than seventy two (72) months of employment **MUST** take ten (10) days vacation each year and employees with more than seventy two (72) months **MUST** taken fifteen (15) days vacation each, even if it is unpaid.

Therefore, the number of days that may be waived to the minimum requirements in order that an employee may have fully paid vacation is calculated as follows:

1. If an employee earns \$32,000 a year, has six (6) years of service and is eligible for three (3) weeks vacation and has been on a seventy percent (70%) sick leave payment for one (1) year their vacation pay is calculated as follows:

The vacation pay is based on the gross earnings for the previous year, and for ease of calculations, no differential or overtime is included in this example.

$$\begin{aligned} \text{yearly earnings} &= \$32,000 \\ \text{yearly earnings at 70\% sick leave pay} &= \$22,400 \end{aligned}$$

Vacation pay as calculated in Article 5.04 is gross yearly earnings X holiday percentage divided by the eligible vacation days.

$$\begin{aligned} &= \$22,400 \times 6\% / 15 \text{ days} = \$89.60 \text{ per day vacation pay} \\ &= \$32,000 \times 6\% / 15 \text{ days} = \$128.00 \text{ per day vacation pay} \end{aligned}$$

In the above situation the employee **MUST** take their total 15 day entitlement and are not eligible to waive any days.

2. if the employee had 10 years of service, earns \$32,000 a year and is eligible for four (4) weeks vacation and has been on seventy percent (70%) sick leave payment for one (1) year their vacation pay as follows:

Vacation pay as calculated in Article 21.04 is gross yearly earnings X holiday percentage divided by the eligible vacation days.

$$= \$22,400 \times 8\% = \$1,792 \text{ vacation pay}$$

If the employee elects to take their full 20 days of entitlement, their daily rate would be:

$$= \$1,792 / 20 \text{ days} = \$89.60 \text{ per day vacation pay}$$

If the employee elects to waive 5 days of entitlement, their daily rate would be:

$$= \$1,792 / 15 \text{ days} = \$119.47 \text{ per day vacation pay}$$

In the above situation the employee **MAY** waive up to 5 days entitlement.

EXAMPLE B - VACATION CARRY OVER CALCULATIONS

Pursuant to Article 21 employees may, with management approval, carry over vacation to the following year. The amount of carry over is calculated as follows.

The Canada Labour Code stipulates that employees with less than seventy two (72) months of employment **MUST** take ten (10) days vacation each year, and employees with more than seventy two (72) months of employment **MUST** take fifteen (15) days of vacation.

TELUS Communications Inc. employees with one (1) to six (6) years of service are eligible for three (3) weeks (15 days) of vacation and the Code states the minimum to be taken is ten (10) days.

The amount of carry over is calculated as follows:

$$\text{vacation entitlements} - \text{Code minimum} = \text{carry over}$$

in this example:

$$15 \text{ days} - 10 \text{ days} = 5 \text{ days.}$$

Therefore the employee may carry over 5 days vacation.

An employee with seven and eight years of service:
vacation days = 15, Code minimum = 15
 $15 - 15 = 0$

therefore employees with seven or eight years of service are not eligible to carry over any vacation days.

An employee with nine to fifteen years of service:
vacation days = 20, Code minimum = 15
 $20 - 15 = 5$

therefore the employee may carry over 5 days of vacation.

An employee with sixteen to twenty-four years of service:
vacation days = 25, Code minimum = 15
 $25 - 15 = 10$

therefore the employee may carry over 10 days of vacation.

ARTICLE 22 - PAY IN LIEU OF VACATION

22.01 For the purpose of this section:

- (a) May 1 will be the focalizing date for calculating annual vacation credits; and,
- (b) Any employee who has been on the Company's payroll for a period of three hundred sixty-five (365) successive calendar days calculated from **their** vacation credit date (Clause 21.02) up to and including **their** last day paid will be deemed to have completed one (1) year of service.

22.02 Casual and Occasional employees shall be entitled to vacation pay **on each pay period** as listed below:

<u>Service Completed As of April 30th</u>	<u>Vacation Pay</u>
less than one year	4% of gross earnings
one to eight years	6% of gross earnings
nine to fifteen years	8% of gross earnings
sixteen to twenty-four years	10% of gross earnings
twenty-five or more years	12% of gross earnings

Vacation Time Off

(a) Casual and Occasional employees will be entitled to time off for vacation in accordance with the following:

<u>Completed Years of Continuous Service as of April 30</u>	<u>Vacation Entitlement</u>
Less than one (1) year	One and one-quarter (1.25) days for each full month of service completed
One (1) to eight (8) years	three (3) weeks (1.25 days/month)
Nine (9) to fifteen (15) years	four (4) weeks (1.67 days/month)
Sixteen (16) to twenty-four (24) years	five (5) weeks (2.083 days/month)
Twenty-five (25) or more years	six (6) weeks (2.5 days/month)

22.03 Regular employees whose **employment ceases for whatever reason**, shall be paid any vacation pay owing **from** the previous vacation year and **shall be paid vacation pay on their gross earnings in the current vacation year at the applicable rate following:**

<u>Service Complete As of April 30th</u>	<u>Vacation Payout %</u>
less than one year	4%
one to eight years	6%
nine to fifteen year	6%
sixteen to twenty four-years	10%
twenty-five or more years	12%

ARTICLE 23 - MATERNITY LEAVE

23.01 An employee who has completed six (6) months of service is entitled to a maximum of twenty (20) weeks of maternity leave without pay.

23.02 An employee who intends to take maternity leave shall notify the Employer in writing at least four (4) weeks in advance of the commencement date and length of such leave. At that time, the employee will provide a doctor's certificate verifying the pregnancy.

23.03 An employee who intends to change the length of **maternity** leave shall give not less than four (4) weeks notice in writing of any change in the length of leave intended to be taken.

23.04 The period of maternity leave shall not exceed twenty (20) weeks in length and may commence not earlier than fourteen (14) weeks prior to the estimated date of confinement and shall end not later than twenty (20) weeks following the actual day of confinement.

23.05 The Employer shall not require an employee to take a leave of absence from employment unless the employee is unable to perform an essential function of their job and there is no appropriate alternate job available. The employee shall only be required to take the leave of absence for such time as she is unable to perform that essential function.

23.06 An employee returning from maternity leave shall be reinstated in the position that they occupied when the maternity leave commenced. Where for any valid reason the Employer can not reinstate the employee in their former position, the Employer shall reinstate the employee in a comparable position with the same wages and benefits and in the same headquarters area.

23.07 Alberta Health Care Insurance Plan, Supplementary Health, Vision and Dental Care Plans, Group Insurance Contributions

(a) An employee who has been granted maternity leave, shall authorize the Employer to deduct from their final pay, the necessary funds required to cover the employee's portion of contributions to Alberta Health Care Insurance Plan, Supplementary Health, Vision and Dental Care Plans and Group Insurance for the whole period of maternity leave plus one (1) month's deduction.

(b) The Employer will continue to pay the Employer's portion of contributions to Alberta Health Care Insurance Plan, Supplementary Health, Vision and Dental Care Plans and Group Insurance for the whole period of maternity leave.

23.08 Suspension of Increases

A wage increase falling due during the period of maternity leave will be suspended during the period of leave with credit for time worked being applied in the establishment of a new scheduled date, upon return to work.

Fifteen (15) days or less in a month will not be counted as any portion of a month and more than fifteen (15) days will be counted as a full month for purposes of increases only.

- 23.09**
- (a) An employee who has been granted maternity leave, shall authorize the Employer to deduct from their final pay prior to commencing the leave, the necessary funds required to cover one (1) month's Union dues.
 - (b) When the employee returns to work, the Employer will resume deduction of Union dues.
 - (c) Union dues voluntarily contributed for the entire period of leave will be forwarded by the Employer to the Union.

ARTICLE 24 - CHILD CARE LEAVE

24.01 An employee who has completed six (6) months of service and who adopts a child or has care and custody of a newborn child shall be entitled to leave without pay of up to twenty-four (24) weeks. This period, in the case of adoption, commences when the child comes into the employee's care. Otherwise the period may commence on the day the child is born, or the day the child comes into the employee's care, or on the expiration of the mother's maternity leave.

24.02

- (a) An employee who intends to take a child care leave shall notify the Employer in writing at least four (4) weeks prior to commencement of such leave and include the length of leave intended to be taken. The Employer recognizes that in cases of adoption, it may not be possible to provide four weeks prior notice.

- (b) An employee who intends to change the length of the leave shall provide four (4) weeks notice in writing of any change to the length of the leave.

24.03 An employee returning from child care leave shall be reinstated in the position occupied when the child care leave commenced. Where for any valid reason the Employer cannot reinstate the employee in their former position, the Employer shall reinstate the employee in a comparable position with the same wages and benefits and in the same headquarters area.

24.04

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The aggregate amount of unpaid child care leave that may be taken by two (2) employees in respect of the birth or adoption of any one (1) child shall not exceed twenty-four (24) weeks.

24.05

Alberta Health Care Insurance Plan, Supplementary Health, Vision and Dental Care Plans, Group insurance Contributions

- (a) An employee who has been granted child care leave, shall authorize the Employer to deduct from their final pay, the necessary funds required to cover the employee's portion of contributions to Alberta Health Care Insurance Plan, Supplementary Health, Vision and Dental Care Plans and Group Insurance for the whole period of child care leave plus one (1) month's deduction.
- (b) The Employer will continue to pay the Employer's portion of contributions to Alberta Health Care insurance Plan, Supplementary Health, Vision and Dental Care Plans and Group Insurance for the whole period of child care leave.

24.06

Suspension of Increases

A wage increase falling due during the period of child care leave will be suspended during the period of leave with credit for time worked being applied in the establishment of a new scheduled date, upon return to work.

Fifteen (15) days or less in a month will not be counted as any portion of a month and more than fifteen (15) days will be counted as a full month for purposes of increases only.

24.07

- (a) An employee who has been granted a child care leave shall authorize the Employer to deduct from the employee's last pay prior to commencing the leave and forward to the Union one (1) month's dues.
- (b) When the employee returns to work, the Employer will resume deduction of Union dues.
- (c) Union dues voluntarily contributed for the entire period of leave will be forwarded by the Employer to the Union.

ARTICLE 25 - ADOPTION LEAVE

- 25.01 An employee who has completed six (6) months of service may request a leave of absence without pay or benefits (except as provided in 25.05) not to exceed twenty (20) weeks for the purpose of adopting a child. Such leave must be taken immediately following any leave taken pursuant to Article 24: Child Care Leave. Approval for adoption leave will not be unreasonably withheld.
- 25.02 Requests for adoption leave must be submitted in writing to the employee's Supervisor not less than four (4) weeks prior to the anticipated commencement date of the adoption leave.
- 25.03 An employee returning from adoption leave shall be reinstated in the position occupied when the adoption leave commenced. Where for any valid reason the Employer cannot reinstate the employee in their former position, the Employer shall reinstate the employee in a comparable position with the same wages and benefits and in the same headquarters area.
- 25.04 An employee who has been granted adoption leave, shall authorize the Employer to deduct from their final pay or pay to the Employer, the necessary funds required to cover the employee's portion of premiums to Alberta Health Care Insurance Plan, Supplementary Health, Vision and Dental Care Plans and Group Insurance for the entire period of adoption leave plus one (1) month.
- 25.05 The Employer will continue to pay the Employer's portion of premiums to Alberta Health Care Insurance Plan, Supplementary Health, Vision and Dental Care Plans and Group Insurance for the whole period of the adoption leave.
- 25.06 When the employee returns to work, the Employer will resume deduction of Union dues.
- 25.07 Union dues voluntarily contributed for the entire period of leave will be forwarded by the Employer to the Union.

ARTICLE 26 - SAFETY

26.01 Employees shall abide by all Company safety regulations and wear or use protective equipment provided by the **Company**.

26.02 The Company shall **ensure** the safety of employees **while at work**.

26.03 **The Union fully supports safety initiatives and will endeavor to ensure its members follow any safety procedures. The Union may make recommendations from time to time related to safety matters which will be considered by the Company.**

26.04 Safety Training

- (a) **The Company shall provide health and safety training and education, including regular upgrade training, sufficient to enable each employee to work with minimum risk at all jobs they may be assigned.**
- (b) **No employee shall be required to perform any job or use any tools or equipment for which they have not received proper instruction.**
- (c) **All tools and equipment provided by the Company and used by employees shall be inspected in accordance with Company regulations.**

26.05 Where an employee while at work has reasonable cause to believe that:

- (a) the use or operation of a tool or equipment constitutes a danger to the employee or another employee; or,
- (b) a condition exists in any place that constitutes a danger to the employee,

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the employee may refuse to use or operate the tools or equipment or to work in that place.

26.06 An employee may not refuse to use or operate the tool or equipment or to work in a place if:

- (a) the refusal puts the life, health or safety of another person directly in danger; or,
- (b) the danger referred to in Clause 26.05 is inherent in the employee's work or is a normal condition of employment.

26.07 Safety Footwear

Employees required to work in designated foot protection areas will be eligible for reimbursement, upon proof of purchase, of CSA approved footwear to a maximum of one hundred dollars (\$100.00) per calendar year. Confirmation of the requirement for safety footwear is required from the supervisor prior to purchase.

26.08 Video Display Terminals

A pregnant employee who is required to work directly with Video Display Terminals may elect to take furlough by forwarding a written request to the Company together with a certificate from a qualified medical practitioner verifying that she is pregnant.

26.09 **Safety representatives shall be allowed access to all work locations..**

ARTICLE 27 - ACCIDENT COMPENSATION

27.01 All accidents sustained by an employee while on duty will be reported as soon as practicable to the employee's Supervisor in order that the Workers' Compensation Board may be notified.

27.02 When an employee suffers a disabling work injury for which they are entitled to compensation under the Workers' Compensation Act, basic wages will be paid from the first day after the work injury in accordance with the Accident Compensation Schedule. Thereafter direct payments will be made by the Workers' Compensation Board. An employee's sick leave will not be affected while on compensation.

Accident Compensation Schedule

During The Following Service Year	Applicable Accident Compensation Credits (Weeks at Full Pay)
7-12 Months.	One (1)
2nd Year.	Two (2)
3,4, & 5 Years.	Four (4)
6-15 Years. (inclusive)	Twenty (20)
16-20 Years. (inclusive)	Twenty-six (26)
21-25 Years. (inclusive)	Thirty-nine (39)
Over 25 Years	Fifty-two (52)

27.03 A casual or occasional employee who suffers a disabling injury while working for the Employer which qualifies for Workers' Compensation will receive payment directly from the Workers' Compensation Board.

27.04 If an employee resumes duty before having exhausted their accident compensation benefits to which the employee is entitled and in a period less than sixty-five (65) working days is again absent due to a related or non-related accident, a continuing accident compensation claim will be presumed. Benefits will be resumed from the point at which the first portion of the claim ceased and continued until the end of the continuing claim or until the employee's rights have been exhausted.

- 27.05 After sixty-five (65) working days, accident compensation credits will be re-established. For the purpose of accumulating a regular sixty-five (65) working day period, compensation furlough will not be considered as lost time, but will extend the time required to re-establish credits by the amount of compensation furlough taken during this period.
- 27.06 Anniversary date passed while on accident compensation - if the employee is entitled to increased credits according to regulations, the employee will be allowed, if required, the difference in excess of the credits in the previous service year without having to return to work and normal accident compensation regulations will apply when the employee returns to work.
- 27.07 Anniversary date passed between disabling work injury absences - if the employee is entitled to increased credits according to the regulations, the employee will be allowed, if required, the difference in excess of the credits in the previous service year or will be allowed the new credits after a period of sixty-five (65) working days between disabling work injury absences.
- 27.08 Anniversary date passed but not establishing increased credits - the normal regulations will apply and sixty-five (65) working days must elapse between disabling work injury absences to establish new accident compensation credits.

ARTICLE 28 - SICK LEAVE REGULATIONS

28.01 Clerical

If an employee is unable to report for work because of sickness, **they** will notify **their** Supervisor at the start of **their** shift or immediately following the start of **their** shift. Failure to report and in the absence of satisfactory reason(s), then disciplinary action pursuant to Article 15 Discipline, Resignation and Dismissal may result.

Operator Services

If an employee is unable to report for work because of sickness, **they** will notify the supervisor before the start of **their** tour. Failure to report and in the absence of satisfactory reason(s), then disciplinary action may result.

28.02 In order to establish the date from which sick leave credits shall be computed, employees entering the service between the first and the fifteenth day of any month shall be credited from the first day of that month. Employees entering the service on or after the sixteenth day of the month shall be credited from the first day of the following month.

28.03 Sick Leave Schedule

Sick Leave will be allowed in accordance with the following table:

During The Following Service Year	Days @ Full Pay	Days @ 70% Pay	Days @2/3 Pay to Current Maximum Insurable Earnings
1-3 Months	Nil	Nil	Nil (see Note 1)
4-6 Months	Nil	Nil	75 (see Note 2)
7-12 Months	5	Nil	70
2nd Year	10	Nil	65
3-5 Years	20	45	10
6-10 Years	65	65	
11-15 Years	100	160	
16-20 Years	130	130	
21-25 Years	195	65	
Over 25 Years	260	Nil	

Note 1: Employees with less than four (4) months service may apply for sickness benefits directly from **UIC**. Should any employee in this category require sickness benefits from the UIC and because of the duration of the illness, pass the anniversary point of the fourth month, the employee shall continue to receive the benefit from UIC until the benefit is exhausted or return to work is possible. Any subsequent illness will be administered under the **TELUS Communications Inc.** schedule of benefits.

Note 2: During the fourth to sixth month of service a waiting period of ten (10) consecutive working days of sickness absence must elapse before the initial benefit will be applied starting at the eleventh day of absence. Any subsequent illnesses will be paid for from the first day of such illness.

Note 3: For the purpose of Clause 28.03 a full day's pay, seventy percent (70%) day's payment or two-thirds (2/3) day's payment for all employees in receipt of commission shall be calculated at **their** basic rate of pay on the day before **they become** entitled to sick leave plus one-two hundred sixty-one (1/261) of **their** total commission paid in the previous calendar year.

For an employee who has not worked a full calendar year, the employee's commission shall be manually calculated by going back up to one (1) full year from the day before **they become** entitled to sick leave. The sick leave allowed shall be calculated at **their** basic rate of pay plus one-two hundred sixty-one (1/261) of this commission.

28.04 In accordance with the preceding schedule an employee who is absent because of illness shall be considered to be on sick leave from the first day providing **they notify their** Supervisor in compliance with Clause 28.01.

In doubtful circumstances, the Supervisor may require a physician's certificate and shall advise the employee of this requirement prior to **their** return to work. Upon return to work the employee has the option of submitting the certificate to **their** Supervisor or directly to **TELUS Communications Inc. Occupational Health and Wellness**.

When a Supervisor requires that an employee obtain any physician's documentation, the employee shall be reimbursed for the portion of the physician's fee not covered by the Provincial Health Care Plan for obtaining such documentation. A receipt will be required.

- 28.05 When an employee has advised **their** Supervisor that **they are** unable to continue work because of illness, **they** shall continue to receive **their** basic rate of pay for the balance of the work day with no reduction of sick leave credits.
- 28.06 Notwithstanding the provisions of the foregoing clauses, where the absence is frequent, extended or seriously interferes with the effectiveness of a production unit, upon request, a physician's certificate must be produced. Likewise, a medical consultation may be required by a physician appointed by the Company.
- 28.07 Cases of quarantine will be dealt with individually, as occasion demands and may be paid for subject to the limiting conditions of the Sick Leave Regulations.
- 28.08 An employee who has totally exhausted **their** sick leave credits and after resuming duty for twenty-two (22) working days is again ill with an unrelated illness, will be eligible to receive, after ten (10) consecutive working days of illness, fifteen (15) weeks payment at the rate of two-thirds (2/3) pay to maximum Insurable Earnings per week.
- 28.09** An employee who has partially used **their** sick leave credits and after resuming duty for twenty-two (22) working days is again ill with a new illness, will receive the balance of the original credits plus the number of weeks required to provide fifteen (15) weeks of benefit. The two (2) week waiting period is waived in these cases.
- 28.10 If an employee resumes duty before having exhausted the sick leave benefits to which **they are** entitled and in a period less than sixty-five (65) working days is again ill, a continuing Sick Benefit Claim will be presumed. Benefits will be resumed from the point at which the first portion of the claim ceased and continued until the end of the continuing claim or until the employee's rights have been exhausted.

28.11 An employee who exhausts all sick leave credits to which **they are** entitled and in a period less than sixty-five (65) working days is again ill due to the same illness, will not be eligible for further sick leave credits until the employee has been returned to work for sixty-five (65) working days.

28.12 After sixty-five (65) working days regular service, should the employee again be sick, a new sickness will be assumed and paid for in accordance with Clause 28.03.

28.13 (a) Anniversary Date Passed While On Sick Leave

If the employee is entitled to increased credits according to regulations, **they** shall be allowed, if required, the difference in excess of the credits in the previous service year without having to return to work and normal sick leave regulations shall apply when **they return** to work.

(b) Anniversary Date Passed Between Sicknesses

If the employee is entitled to increased credits according to regulations, **they** shall be allowed, if required, the difference in excess of the credits in the previous service year or shall be allowed the new credits after a period of sixty-five (65) working days between sicknesses in accordance with the Sick Leave Regulations.

(c) Anniversary Date Passed But Not Establishing Increased Credits

The normal regulations shall apply and sixty-five (65) working days must elapse between sicknesses to establish new sick leave credits.

(d) Exhaustion Of Sick Leave Credit

If an employee has exhausted **their** sick leave credits and is absent on sick furlough during the sixty-five (65) working days needed to re-establish new credits, this sick furlough shall not be considered as lost time for the purpose of accumulating regular sixty-five (65) working day period, but shall extend the time required to re-establish credits by the amount of sick furlough taken during this period.

- 28.14 When an employee is absent under the Sick Leave Regulations, the said employee shall not be granted vacation, Holidays (Civic or Company) or wages in lieu thereof during the sick leave absence. Under extenuating circumstances and if all sick leave benefits are exhausted, the employee may use **their** vacation credits with the authorization of the Employer.
- 28.15 (a) Sick Leave Regulations shall apply if an employee becomes incapacitated by reason of sickness or accident during **their** vacation or for the first two (2) weeks of any authorized furlough.

Clerical

- (b) Upon **their** return to work, the employee must provide to the Medical Department a physician's documentation of the illness and the name, address and the phone number of the doctor who provided treatment. The physician's documentation may be verified by the Employer's medical advisor if necessary.

Operator Services

- (b) In order to be eligible for the unused portion of the vacation, the employee must immediately notify their supervisor at the beginning and end of their illness. This employee may claim the direct cost of this notification. (i.e. telephone call, wire, etc.). Upon **their** return to work, the employee must provide to the manager or medical department a physician's documentation of the illness and the name, address and phone number of the doctor who provided treatment. The physician's documentation may be verified by the employer's medical advisor if necessary.
- 28.16 The Company may stop payment of these benefits if, in their opinion, disability is caused by willful negligence or misconduct of the employee.
- 28.17 The sick leave regulations in this Article shall be subject to amendment at any time by any legislation or regulation changes enacted and put into effect by the Unemployment Insurance Commission.

**ARTICLE 29 - ALBERTA HEALTH CARE INSURANCE PLAN,
SUPPLEMENTARY HEALTH, VISION, DENTAL CARE
PLANS AND GROUP INSURANCE PLAN**

29.01 Alberta Health Care Insurance Plan

70A/075

For all regular employees covered by this Agreement who are enrolled or become enrolled in the Alberta Health Care Insurance Plan, the Company shall pay seventy-five percent (75%) of the contract premium. The employee shall pay the balance of the premium through payroll deduction.

29.02 Supplementary Health Plan

70K/075
76/6

For all regular employees covered by this Agreement who are enrolled or become enrolled in the Supplementary Health Plan, the Company shall pay seventy-five percent (75%) of the contract premium. The employee shall pay the balance of the premium through payroll deduction.

29.03 Dental Plan

70E/085
71/9

For all regular employees covered by this Agreement who are enrolled or become enrolled in the Dental Plan, the Company shall pay eighty-five percent (85%) of the Dental Contract premium and fifty percent (50%) of the Orthodontics Care premium. The employee shall pay the balance of the premiums through payroll deduction.

29.04 Vision Care Plan

70G/075

For all regular employees covered by this Agreement who are enrolled or become enrolled in the Vision Care Plan, the Company shall pay seventy-five percent (75%) of the contract premium. The employee shall pay the balance of the premium through payroll deduction.

29.05 Group Insurance Plan

- (a) The Company will pay the premium on the first four thousand dollars (\$4,000.00) of insurance for these employees as of June 30, 1973 who elected to remain on the basic coverage.
- (b) For all regular employees who are enrolled or become enrolled in the basic Group Insurance, the Company shall pay fifty percent (50%) of the contract premium. The employee shall pay the balance of the premium through payroll deduction.

29.06 Employee Benefits - All benefits currently enjoyed by employees covered by this Agreement shall not be reduced or withdrawn during the life of this Agreement.

ARTICLE 30 - REGULAR PART-TIME BENEFITS

30.01 Benefit Premiums

Benefit premiums will not be prorated.

30.02 Company Holidays

Regular part-time employees will be entitled to Company Holidays and prorated holiday pay, whether or not scheduled to work on the holiday.

Holiday pay for regular part-time employees will be paid as a percentage increment to their basic hourly rate for each regular hour paid.

The percentage increment will be calculated by determining the remaining Company Holidays in the payroll year, divided by the number of available work days remaining in the year and this quotient multiplied by one hundred (100).

EXCEPTION - If an employee is scheduled and works a Company Holiday, they will receive, in addition to, two (2) times their basic hourly rate for each hour worked, the greater of the appropriate prorated holiday pay or one (1) times their basic hourly rate for each hour worked. Discrepancies will be determined and paid annually.

30.03 Paid Absences

Regular part-time employees are entitled to these benefits but only on scheduled work days and pay treatment can not exceed scheduled hours. These benefits include such things as; Serious Distress (DS), Funeral Leave (FL) and Bereavement Leave (BL).

30.04 Progressional Increases

Regular part-time service is not prorated.

30.05 Seniority Differential

Regular part-time service is not prorated.

30.06 Seniority

Regular part-time service is not prorated.

30.07 Seventy Five Percent (75%) Rule

Regular part-time employees can be scheduled, within the guidelines of this Agreement, up to seventy-five percent (75%) of the hours of a regular full-time employee in the payroll year (a fixed twelve (12) month period of time).

30.08 Sick Leave

Regular part-time employees are entitled to sick leave on scheduled days of work only. Pay treatment is not to exceed hours scheduled. Sick leave entitlements will be earned based on calendar years of service and credits will be equivalent to seventy-five percent (75%) of those available to regular full-time employees. Sick leave credits are drawn down based on hours scheduled but refreshed based on the employee working sixty-five (65) days continuously without illness absence.

30.09 Two (2) Pay Periods

The two (2) pay periods (four (4) continuous weeks), referred to in the respective Clauses of this Agreement are fixed blocks of time (mutually exclusive). The first two (2) pay periods of any payroll year will constitute the first regular part-time block.

30.10 Vacations

Vacation entitlements will be based on years of service. Pay treatment for each day of vacation taken will be a function of their average hours worked over the previous vacation year of May 1 to April 30.

ARTICLE 31 - TECHNOLOGICAL CHANGE (Clerical)

31 .01 If a decrease of work necessitating layoffs results from technological change, such as: new equipment, office upgrading or new techniques and not from adverse economic conditions or voluntary resignations, then the Employer shall advise the Union and use its best efforts to train all affected employees desiring such training, so the employee may be qualified to accept employment in other phases of the operation of the system.

31.02 **Regular** employees who have completed one (1) but less than five (5) years of service, who suffer loss of employment as a direct result of technological changes shall be paid a separation allowance based on employee service and basic rate of pay at the time of layoff.

31.03 **Regular** employees who have completed five (5) or more years of service, who suffer loss of employment as a direct result of technological changes shall be paid a separation allowance of two (2) weeks pay per year of service to a maximum of forty (40) weeks, based on employee service and basic rate of pay at the time of layoff.

31.04 If any **regular** employee who has been paid a separation allowance is subsequently re-engaged and again laid off, separation allowance in the instance of the second, or any subsequent layoff will be based on the date of last re-engagement.

ARTICLE 32 - TECHNOLOGICAL CHANGE (Operator Services)

- 32.01** If a decrease of work necessitating layoffs results from technological change, such as: new equipment, office upgrading or new techniques and not from adverse economic conditions or voluntary resignations, then the Employer shall advise the Union and use its best efforts to train all affected employees desiring such training, so the employee may be qualified to accept employment in other phases of the operation of the system.
- 32.02 Regular employees who have completed one (1) year but less than five (5) years of service, who suffer loss of employment as a direct result of technological changes shall be paid severance pay pursuant to the Canada Labour Code.
- 32.03 Regular employees who have completed five (5) or more years of service, who suffer loss of employment as a direct result of technological changes shall be paid a separation allowance of two (2) weeks pay per year of service to a maximum of forty (40) weeks, based on employee service and basic rate of pay at the time of layoff.
- 32.04 If any regular employee who has been paid a separation allowance is subsequently re-engaged and again laid off, separation allowance in the instance of the second, or any subsequent layoff will be based on the date of last re-engagement.

ARTICLE 33 - LAYOFF (Clerical)

- 33.01 In the event of a force reduction of regular employees, the Company will effect the layoff on a last in, first out basis.
- 33.02 Should the Company decide to reduce the number of employees as referred to in Clause 33.01, casual and occasional employees shall be laid off prior to regular employees.
- 33.03 Prior to the Company exercising their rights in accordance with Clause 33.01, 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.
- 33.04 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.

33.05 Order of recall for employees who were laid off in accordance with Clause 33.01, shall be last 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.

33.06 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 (15) days from the date of offer constitutes a rejection of the offer and a severance of the employment relationship.

33.07 (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.

33.08 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.

33.09 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.

ARTICLE 34 - LAYOFF (OS.)

- 34.01 In the event of a force reduction of regular employees, the Company will effect the layoff on a last in, first out basis.
- 34.02 Should the Company decide to reduce the number of employees as referred to in Clause 34.01, casual and occasional employees shall be laid off prior to regular employees.
- 34.03 Prior to the Company exercising their rights in accordance with Clause 34.01, 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.
- 34.04 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) 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 date and headquarters of the employees to be laid off.

34.05 Order of recall for employees who were laid off because of a force surplus as outlined in Clause 34.01, 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.

34.06 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.

34.07 (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, and employee should refer to the Telus Corporation Pension Plan.

34.08 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.

34.09 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.

ARTICLE 35 - JOB EVALUATION

- 35.01
- (a) The Employer shall evaluate newly created bargaining unit jobs and any existing bargaining unit job which has had duties added, deleted or changed.
 - (b) The Employer shall establish a provisional rate for any new job prior to the job being filled.
 - (c) Employees may participate with their Manager in the preparation of the employee's job description.

35.02 Requests for Job Evaluation and Job Descriptions

- (a) An employee or Supervisor may request an evaluation of an existing job by submitting a written request together with a current job description for the position to the compensation area of Human Resources.
- (b) Upon request an employee shall be provided with a current job description for **their** position. The Employer shall provide the Union with a copy of the current job description for each bargaining unit position.

35.03 Job Evaluation Appeals

- (a) An employee or Supervisor who disputes the evaluation of a job may send a letter giving the reasons for challenging the evaluation to the compensation area of Human Resources requesting an appeal.
- (b) The appeal will be heard by the Job Evaluation Steering Committee. Those involved in presenting the appeal will be excluded from the presence of the Committee during its deliberations. The Committee hearing the appeals shall at all times have an equal number of Employer and Union representatives. The Job Evaluation Steering Committee shall communicate **their** decision to the employee and their Supervisor.
- (c) Should the decision of the Job Evaluation Steering Committee fail to resolve the matter, a grievance may be filed at the arbitration step of the grievance procedure. Final resolution may be arbitrable before a single arbitrator. The cost of the arbitrator shall be shared equally between the Employer and the Union.

35.04

- (a) A Job Evaluation Steering Committee comprised of three (3) representatives chosen by the Employer and three (3) chosen by the Union shall be established. Each party shall designate one (1) alternate representative. The Committee shall be co-chaired by an Employer and Union representative and two (2) representatives from each party shall constitute a quorum.
- (b) The Job Evaluation Steering Committee shall meet as required for the purpose of:
 - (1) Hearing job evaluation appeals and making determinations related thereto;
 - (2) Reviewing quarterly job evaluation summaries and initiating series reviews if deemed necessary;
 - (3) Reviewing issues related to the job evaluation process and forwarding recommendations to the Employer and Union;
 - (4) Reviewing evaluation of benchmark jobs;
 - (5) Reviewing the pay structure for expansion as may be deemed necessary.
- (c) Job Evaluation Steering Committee members and alternates shall be appointed for two (2) year periods and may be **re-appointed**. Members shall be given training on the job evaluation plan and will be provided with all relevant documentation and any other necessary information.
- (d) The Job Evaluation Steering Committee work shall be considered as time worked.
- (e) The Job Evaluation Steering Committee may submit issues to an arbitrator. The costs of the arbitrator shall be shared equally between the Company and the Union.

35.05

Wage Adjustments

- (a) Any wage adjustment to a higher rate resulting from the evaluation of a newly created position shall be retroactive to the date the position was filled.

- (b) Any wage adjustment to a higher rate made as the result of an evaluation request, appeal or arbitrator's decision shall be retroactive to the date the original request was submitted to the compensation area of Human Resources.
- (c) Wage adjustments to a higher rate shall be either one (1) increment higher than the previous rate or the minimum rate of the new group, whichever is higher.
- (d) A wage adjustment to a lower rate shall be effective the date of the determination. Incumbent employees shall have their rate of pay maintained at the current rate until either the adjusted job rate exceeds their maintained rate or the employee permanently leaves the pay group. Where possible, the Employer will reassign affected employees to vacancies in a pay group consistent with their maintained rate of pay. If the employee refuses the job offered the Employer is under no further obligation to offer the employee jobs consistent with their maintained rate of pay.

35.06 The Job Evaluation Plan and breakpoints now in effect shall form part of this Agreement. Any changes must be negotiated between the Union and the Employer.

ARTICLE 36 - UPGRADING COURSES

36.01 Where upgrading courses are required **for employee development, or** to meet the requirements of the job, the matter of payment of wages, travel time, expenses, tuition and course material shall be arranged for when approved by the appropriate Director.

ARTICLE 37 - JOB POSTINGS, TRANSFERS, SURPLUS PLACEMENTS AND REDEPLOYMENT

37.01 Job Postings:

- (a) All regular clerical job vacancies in pay groups 46 and above shall be posted without geographic restriction.
- (b) Clerical job vacancies in pay groups 44 and 45 shall be posted and the posting may restrict applications to the headquarters where the vacancy is located.
- (c) Clerical job vacancies in pay groups 41 to 43 inclusive may be posted.
- (d) All regular Operator Services job vacancies in pay groups 47 and above as well as the Service Observation Classification shall be posted without geographic restriction.**
- (e) Operator Services job vacancies **pay groups 46 and below** shall be posted however applications may be restricted to the headquarters where the vacancy is located.

37.02 Job Postings: Out-of-Scope Vacancies

Job postings for out-of-scope (non-bargaining unit) positions shall not be subject to the selection criteria contained in this Collective Agreement.

37.03 Job Posting Restrictions

- (a) In some cases, selection may be limited to regular employees.**
- (b) Applications for clerical job vacancies when clerical employees are on layoff shall be restricted to active clerical employees.
- (c) Applications for operator services job vacancies when operator services employees are on layoff shall be restricted to active operator services employees.
- (d) An "active employee" is one who has not been laid off.

37.04 Job postings for bargaining unit job vacancies shall be accessible to all employees and shall include the job functions, qualifications, required knowledge, educational and training requirements, skills, classification, wage range, headquarters where the vacancy is located and closing date for receipt of applications.

(a) **The following order for consideration of applicants shall apply:**

- (i) **regular full or part-time employees**
- (ii) **next, if no one is chosen from (i), then occasional employees**
- (iii) **next, if no one is chosen from (ii), then casual employees**
- (iv) **next, if no one is chosen from (iii), then outside applicants**

(b) **The qualifications for the position shall be consistent with the responsibilities specified in the Job Description.**

37.05 A copy of all postings for bargaining unit job vacancies will be sent to the Union.

37.06 The Company shall attempt to place an employee in another position if it is found that the employee cannot fulfill the position to which **they were** transferred.

37.07 Posting Exceptions

Job vacancies may be filled without posting in the following circumstances:

- (1) Through the compassionate transfer process; or,
- (2) by a regular employee whose current position has been declared surplus; or,
- (3) by a regular employee whose current position has been downgraded as a result of job evaluation; or,
- (4) by a regular employee who is occupying a lower rated job as a result of redeployment; or,
- (5) by the lateral transfer of an employee when the transfer is within a department within the employee's headquarters.

Priority for placement in vacancies being filled without posting shall be to first consider those employees approved for a compassionate transfer followed in order by those in surplus positions, those in positions which have been downgraded as a result of job evaluation, those occupying a lower rated job as a result of redeployment and finally through lateral transfer.

37.08 In filling job postings, the job shall be awarded based on seniority, qualifications and ability.

- 37.09**
- (a) All applicants shall be notified of the results of the job posting within thirty (30) days of the closing of the posting. Notification of the appointment shall be forwarded to the Local Union.
 - (b) A mutually agreeable transfer date for any successful applicant must be negotiated between the departments concerned. It is expected that under normal circumstances, the time taken for release of the successful applicant should not exceed thirty (30) days of their being chosen as the successful applicant. Successful applicants held beyond this thirty (30) day release period due to business requirements, will have their pay rate adjusted to the rate that will be applicable in their new position.

37.10 Transfers - Operator Services

- (a) An employee's written request for a change in either headquarters where the employee's work can move with the employee or employment status from regular full-time to regular part-time will be considered and may be granted at the discretion of and at no cost to the Employer. A copy of the employee's request shall be provided to the Union.

Note: Movement from regular part-time to regular full-time requires a job posting.

- (b) When it becomes necessary to transfer Operator Services employees between offices within a headquarters area for periods of more than six (6) months, the following procedure will be followed:
 - (1) First, by canvassing for volunteers. Senior employees who volunteer and are qualified by training and experience to perform the duties of the work available will be given preference; and,

- (2) Secondly, when there are insufficient volunteers, employees will be transferred in inverse order of seniority, provided they are qualified by training and experience to perform the duties of the work available.

This does not apply to developmental assignments.

37.11 Redeployment

- (a) Redeployment is the term used to describe the movement of employees as a result of:
 - (1) the employee's position being declared surplus; or,
 - (2) a layoff which has created vacancies that require filling to meet business needs; or,
 - (3) the closure or relocation of an office or department.Other situations not satisfied by (1) (2) or (3) above, will be mutually agreed to by the Company and the Union.
- (b) Job vacancies may be filled with employees through redeployment without posting, however, prior to such vacancies being filled the matter will be reviewed between the Company and the Union.
- (c) There shall be no backfilling of positions which have been declared surplus.
- (d) Pay Treatment for Redeployed Employees
 - (1) The Employer will first attempt to place employees being redeployed to another position having either the same pay group as, or one pay group above the employee's current position.
 - (2) If the employee is redeployed to, or volunteers to accept a higher rated position, the employee's rate of pay will be increased by one increment, or the minimum wage of the new group, whichever is higher.

- (3) If the employee is redeployed to or volunteers to accept a lower rated position, their salary will continue to be administered as if they had remained in their previous position for two (2) years from the date of transfer. The employee will then remain at their current pay rate until their rate is equal to or less than the maximum of the new pay group. If the employee refuses a job within their headquarters that is consistent with their maintained rate of pay, the Employer is under no further obligation to find a job consistent with the maintained rate.

(e) Redeployment Process

The Employer will redeploy employees in accordance with the following sequence:

- (1) For employees whose job is relocated, incumbents will be given first right to accept or reject the job in the new headquarters.
 - (2) By canvassing for volunteers within all identified surplus positions within the headquarters requiring the redeployment. The most senior volunteers shall be selected provided the volunteers have the ability and qualifications to perform the required job.
 - (3) By canvassing for volunteers within all identified surplus positions requiring redeployment. The most senior volunteers shall be selected provided the volunteer has the ability and qualifications to perform the required job.
 - (4) If the necessary redeployment has not been achieved through volunteers, the Employer will transfer employees from positions requiring redeployment in inverse order of seniority, provided they have the ability and qualifications to perform the duties of the work available.
 - (5) If more than one employee is to be redeployed, preference for available positions will be granted by seniority to those **employees** being redeployed.
- (f) If an employee is unable to accept permanent redeployment, the employee will be deemed to have resigned their employment.
- (g) Employees being redeployed by the Employer will be covered by the **Company's** Relocation Policy dated **March 1995, and any revisions in progress.**

ARTICLE 38 - TEMPORARY MOVEMENT OF EMPLOYEES

38.01 Temporary Assignments to Management - Clerical

- (a) When an employee is assigned to relieve either a Supervisor or another MP position for a temporary period not to exceed sixty (60) working days, **they** shall receive **their** basic rate of pay and in addition, shall receive from the first day, or portion thereof a differential of **ten** dollars (\$10.00) per day. An employee on a temporary assignment shall not be expected to perform the duties of **their** clerical position.
- (b)
 - (1) Management shall canvass at the beginning of each calendar year and establish a list of qualified volunteers in accordance with their seniority. During the calendar year, volunteers who become qualified or employees transferring into the Supervisory group that wish to volunteer and who are qualified, shall be added to the bottom of the rotation.
 - (2) Where there is more than one (1) qualified volunteer, the Employer will select employees on a rotational basis from those on the list to fill temporary assignments. If there is no qualified volunteer, the selection process may be expanded to other groups.
 - (3) An employee who has served sixty (60) working days in temporary assignment(s) to Management shall be removed from the rotation for the remainder of the calendar year.
- (c) Such temporary increases shall not interfere in any way with any progressional wage increase which may fall due during the period the employee is assigned to a temporary position.

38.02 Temporary Assignments to Management - Operator Services

Service Assistant and Support

- (a) **An employee** performing the duties of a Service Assistant and Support shall be paid a differential of twelve dollars-twenty five cents (\$12.25) for each day or portion of a day worked in this capacity. **Effective March 1, 1997, the Service Assistant and Support differential shall be ten dollars (\$10.00) for each day or portion of a day worked in this capacity.**

- (b) An employee shall not perform the duties of a Service Assistant and Support for more than a total of sixty (**60**) working days in a year.
- (c) Employees will be selected for Service Assistant and Support on the basis of having the necessary qualifications and leadership abilities,
- (d) Service Assistant and Support opportunities shall be posted on a per office basis.
- (e) Service Assistant and Support shall not perform Feedback and Development Reviews or associated processes (e.g. Performance Samples), impose formal discipline or have access to any other employee personnel files.

38.03

Temporary Assignments to a Higher Rated Job

Clerical

- (a) Management, where deemed necessary, may appoint a qualified clerical employee to act in a higher rated clerical job for a temporary period not to exceed sixty (**60**) working days.
- (b) Management shall canvass for volunteers and shall ensure equal opportunity for qualified volunteers. Assignments shall be in order of seniority. No employee will be assigned more than once until all qualified volunteers have been assigned.
- (c) An employee when appointed to assume the primary responsibilities of a higher position shall receive payment in accordance with the following provisions:
 - (1) Where because of service requirements an employee is appointed to work in a higher rated clerical job for a temporary period, the employee will receive a differential of **four** dollars (**\$4.00**) per day or the minimum wage of the new group, whichever is higher, from the first day of the appointment. At the conclusion of the temporary appointment, the employee will revert to **their** former rate of pay. It is agreed that the appointment shall not be made more than three (**3**) groups higher without mutual consent of the Union and the Employer.

- (2) Temporary assignments may exceed sixty (60) working days in cases of replacements for: maternity leave, child care leave, adoption leave, extended sick leave, furlough or other specific circumstances mutually agreed to by the Employer and the Union. Where these replacements involve more than one (1) move, all the moves will be deemed to be as a result of the above, (e.g. When the absent employee is a Group 47, then the 46 to 47, 45 to 46, 44 to 45 etc. are considered part of the original move).

Operator Services

- (a) Management where deemed necessary, may appoint a qualified Operator Services employee to act in a higher rated Operator Services job for a temporary period not to exceed sixty (60) working days.
- (b) Management shall canvass for volunteers and shall ensure equal opportunity for qualified volunteers.
- (c) An employee when appointed to assume the primary responsibilities of a higher position shall receive payment in accordance with the following provisions:
 - (1) Where because of service requirements an employee is appointed to work in a higher rated Operator Services job for a temporary period, the employee will receive a differential of four dollars (\$4.00) per day or the minimum wage of the new group, whichever is higher, from the first day of the appointment. At the conclusion of the temporary appointment, the employee will revert to their former rate of pay. It is agreed that the appointment shall not be made more than three (3) groups higher without mutual consent of the Union and the Employer.

(2) Temporary assignments may exceed sixty (60) working days in cases of replacement for: maternity leave, child care leave, adoption leave, extended sick leave, furlough or other specific circumstances mutually agreed to by the Employer and the Union. Where these replacements involve more than one (1) move, all the moves will be deemed to be as a result of the above, (e.g. When the absent employee is a Group 47, then the 46 to 47, 45 to 46, 44 to 45 etc. are considered part of the original move).

38.04 Temporary Assignments to Other Bargaining Units

The Company and Union will review on a case by case basis opportunities and conditions for temporarily assigning bargaining unit employees to perform work in another bargaining unit. No bargaining unit employees will be temporarily assigned work outside the bargaining unit without the agreement of the Union.

38.05 Other Temporary Assignments Within the Bargaining Unit

The Company and Union will review on a case by case basis opportunities and conditions for temporarily assigning bargaining unit employees to perform work not otherwise addressed in this Article. Exceptions to the temporary assignment conditions contained herein must be agreed to by the Union.

38.06 Acting Assignments - Clerical/Operator Services

- (a) Acting assignments shall be filled by way of job postings in accordance with Article 37.
- (b) When an employee is successful on a posting to relieve a manager or other position not covered by this agreement for a period in excess of ninety (90) working days, they shall be paid in accordance with the following provisions:
 - (1) For the duration of the acting assignment, their compensation shall be administered in the higher level position as though they occupied that position on a permanent basis; and,

- (2) When an employee who has been in an acting assignment returns to their regular position, their salary and anniversary date shall be readjusted to that which would have been in effect if they had continuously occupied that position.
- (c) Union dues, based either on the employee's rate of pay in their last bargaining unit position or bargaining unit acting position, shall be remitted to the Union for each month of the acting assignment, or; if the employee is working in another position covered by the IBEW then dues shall be remitted in accordance with that Agreement.
- (d) Acting assignments shall not exceed a period of two (2) years.
- (e) There shall be a one year break for every employee between acting assignments.
- (f) An employee on an acting assignment shall remain a bargaining unit employee and shall retain their seniority, right of grievance and be subject to dues deduction and layoff provisions. All other terms and conditions of this agreement shall be suspended for the duration of the acting assignment.

ARTICLE 39 - DIFFERENTIALS AND SPECIAL PAYMENTS (Clerical)

39.01 Tour Differentials

- (a) An employee **who is** required to work an evening or night tour as defined in Article 16.02, will be paid a tour differential of eighty-five cents (\$0.85) per hour for each hour or portion thereof that they are required to work between **the hours of 6:01 p.m. and 8:00 a.m.**
- (b) Clause (a) notwithstanding, tour differentials shall not be paid on days off, Sundays, Holidays (Company and Civic), Christmas Eve, New Year's Eve or when employees are paid on an overtime basis.

39.02 An employee working a night tour shall receive a differential of two dollars fifty cents (\$2.50) for every tour where relief is not provided.

39.03 Seniority Differential

- (a) A seniority differential of forty-eight cents (\$0.48) per day will be paid **upon** completion of five (5) years of service and thereafter, **upon** the completion of each fifth anniversary, an additional forty-eight cents (\$0.48) per day **to all employees**.
- (b) No employee hired after February 12, 1997 will be eligible to receive the seniority differential.**

39.04 Saturday Differential

An employee who, at the direction of the Employer, works consecutive Saturdays shall be paid a differential of two dollars fifty cents (\$2.50) for each hour or portion thereof worked on the second and any subsequent consecutive Saturday. A differential shall not be paid when an employee works a consecutive Saturday as the result of an employee arranged tour change.

39.05 Sunday Premium

- (a) An employee who works a Sunday tour of duty shall receive their basic rate of pay and in addition they shall receive a Sunday premium of one-half (1/2) times their basic hourly rate of pay for each hour or portion thereof worked.
- (b) Sunday premium shall not be paid when an employee works overtime, a Holiday (Company or Civic), Christmas Eve or New Year's Eve.

39.06 Training Differential

- (a) An employee who is temporarily assigned training duties will be paid a differential of sixty-five cents (\$0.65) per hour for each hour or portion thereof that is spent in providing training.

- (b) Training shall be defined as:
 - (1) Instruction given in new techniques or procedures; or,
 - (2) demonstration of job duties.
- (c) A training differential shall not be paid when:
 - (1) An employee's normal duties as defined in the job description includes training activities; or,
 - (2) a differential as per Clause 38.01 (a) , is paid; or,
 - (3) a temporary assignment differential is being paid as per **Clerical** Clause 38.03 (c) **(1)** , and the higher rated job, as defined in the job description, includes training activities.

39.07 Christmas and New Year's Eve Special Payment

For work performed on December 24 and December 31, the following special payment shall apply:

- (a) An employee working after 6:00 p.m. on the evening of either day shall receive her basic rate of pay and in addition shall receive Christmas or New Year's Eve special payment of one (1) times her basic hourly rate for each hour worked after 6:00 p.m. up to the ending time of duty.
- (b) An employee called in to work overtime shall be paid in accordance with the overtime regulations.

NOTE: Temporary Assignment Differentials

See Clause 38.03 **Clerical**

ARTICLE 40 - DIFFERENTIALS AND SPECIAL PAYMENTS
(Operator Services)

- 40.01
- (a) An employee who is required to work an afternoon, or evening tour, as defined in Clause 17.02 (c) and (d) will be paid a tour differential of eighty-five cents (\$0.85) per hour for each hour or portion thereof that **they are** required to work between the hours of 4:00 p.m. and 12:00 midnight.
 - (b) An employee who is required to work a day, evening, or night tour, as defined in Clause 17.02 (b), (d) and (e), will be paid a tour differential of eighty-five cents (\$0.85) per hour for each hour or portion thereof that **they are** required to work between the hours of 12:00 midnight and 7:00 a.m.
 - (c) Tour differentials shall not be paid on days off duty, Sundays, Holidays, Christmas and New Year's Eve or when employees are paid on an overtime basis nor to any day tour employee, as defined in Clause 17.02(b) for hours which fall between the hours of 7:00 a.m. and 6:00 p.m.

- 40.02
- (a) An employee who is required to work a Sunday tour of duty shall receive **their** basic rate of pay and in addition **they** shall receive a Sunday premium calculated as follows: One-half (1/2) times **their** basic hourly rate of pay for each hour or portion thereof worked.

Sunday premium shall not be paid when an employee works overtime, on a Holiday, Christmas Eve or New Year's Eve.

- (b) An employee taken ill while at work during a Sunday session or tour, shall be assumed to have worked the session or tour as the case may be, and shall be paid the Sunday premium per Clause 40.02 (a).
- (c) A Sunday night tour shall be from 12:00 midnight on Saturday to 7:30 a.m. on the following Sunday and paid for in accordance with the foregoing clauses.

- 40.03
- An employee assigned to work split tours shall receive a differential of three dollars fifty cents (\$3.50) for each completed tour.

40.04 An employee working the night tour shall receive a differential of two (2) hours pay at **their** basic rate of pay for every tour where no relief is provided.

40.05 Service Assistant (**Special Services**)

- (a) An employee performing the duties of a Service Assistant, shall be paid a differential **of one dollar twenty cents (\$1.20)** for each hour or portion thereof worked in this capacity.
- (b) An employee shall not perform the duties of a Service Assistant for more than a total of one hundred twenty (120) days/eight hundred forty (840) hours in a year.
- (c) The employee shall be selected on the basis that they have the fundamental knowledge of operator practices and demonstrate good communication skills.
- (d) These assignments shall be done on an equitable basis.
- (e) Service Assistant opportunities shall be posted on a per office basis.

- 40.06**
- (a) A seniority differential of forty-eight cents (**\$0.48**) per day will be paid **upon** completion of five (5) years of service and thereafter, **upon** the completion of each fifth anniversary, an additional forty-eight cents (**\$0.48**) per day **to all employees**.
 - (b) **No employee hired after February 12, 1997 will be eligible to receive the seniority differential.**

40.07 Christmas Eve and New Year's Eve Special Payment

For work performed on December **24** and December **31**, the following special payment shall apply:

- (a) An employee working after **6:00** p.m. on the evening of either day shall receive **their** basic rate of pay and in addition shall receive Christmas Eve or New Year's Eve special payment calculated as follows:

One-times **their** basic hourly rate for each hour worked after **6:00** p.m. up to the end of **their** tour of duty.

- (b) An employee called in to work overtime shall be paid in accordance with the overtime regulations.

40.08 An employee who, at the direction of the Employer, works consecutive Saturdays, shall be paid a differential of two dollars fifty cents (\$2.50) for each hour or portion thereof worked on the second and any subsequent consecutive Saturday. A differential shall not be paid when an employee works a consecutive Saturday as the result of an employee arranged tour change.

40.09 Training Differential

- (a) An employee who is temporarily assigned training duties will be paid a differential of sixty-five cents (\$0.65) per hour for each hour or portion thereof that is spent in providing training.
- (b) Training shall be defined as:
 - (1) Instruction given in new techniques or procedures; or,
 - (2) demonstration of job duties.
- (c) A training differential shall not be paid when:
 - (1) An employee's normal duties as defined in the job description includes training activities; or,
 - (2) a differential as per Operator Services Clause 38.02 (a) , is paid; or,
 - (3) a temporary assignment differential is being paid as per Operator Services Clause 38.03 (c) (1) , and the higher rated job, as defined in the job description, includes training activities.

NOTE: Temporary Assignment Differentials .

See Operator Services Clause 38.02,38.03 .

ARTICLE 41- PAY PROVISIONS FOR EMPLOYEES ABSENT FROM DUTY

41 .01 Court Witness

- (a) An employee absent from work as a result of a subpoena or summons to appear as a witness shall be allowed time off with pay for **TELUS Communications Inc.** scheduled hours of work. The witness fees received shall be turned over to the immediate Manager. The employee will not be allowed to claim expenses such as meals, lodging, and transportation from **TELUS Communications Inc.** where they are covered by the Court.
- (b) An employee acting as a voluntary witness is not paid for such absence.
- (c) An employee appearing as a witness on behalf of the Company or as a result of employment with the Company, will receive the normal **TELUS Communications Inc.** salary and expenses.

41.02 Jury Duty

An employee receiving a Court notice to appear for jury duty will inform their Supervisor. The employee may contact the Law Department if advice is required.

- (a) Time off with pay will be allowed for jury duty.
- (b) Jury Duty fees received shall be turned over to the immediate Manager.
- (c) Employee will not be allowed to claim expenses (i.e. meals, lodging, transportation or incidentals) from **TELUS Communications Inc.** where they are covered by the Court.
- (d) The employee may elect to retain the jury fee and have the time off as approved furlough.

41.03 Elections

Employees eligible to vote shall be allowed sufficient time off with pay to meet legal requirements for voting purposes. This does not apply to employees listed as voters at localities other than where they are working.

41.04 Bereavement Leave

In the case of a death in the immediate family, an employee shall if required, be given time off with pay up to a maximum of three (3) working days. Additional time with pay for up to two (2) days shall be granted if required for either travelling or where an employee is charged with the responsibilities of making funeral arrangements. The term "immediate family" shall be interpreted to mean a mother, father, spouse (including common-law), sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, granddaughter and grandson and any relative of the employee who resides permanently in the employee's household or with whom the employee permanently resides.

- (1) Where circumstances may warrant furlough, in addition to bereavement leave, approval will be given immediate consideration by the employee's immediate manager.
- (2) Should a holiday fall during a period of bereavement leave, the day shall be paid as holiday pay and will not extend the bereavement leave.
- (3) Bereavement occurring during an employee's vacation period shall extend the vacation by the amount of days allowed for bereavement leave in accordance with the foregoing.

41.05 Funeral Leave

In the case of a death of a friend, working associate or relative not covered under Clause 41.04, an employee may be given time off with pay not to exceed one (1) day to attend the funeral. This will be subject to service requirements and management approval. Such requests shall not be unreasonably denied.

41.06 Pall bearer **Leave**

When an employee serves as a pallbearer, the employee shall be allowed time off work with pay up to a maximum of one (1) day.

41.07 Serious Distress

“Serious Distress” has reference to a serious, critical condition which requires the personal attention or presence of the employee at a time over which the employee has no control and which cannot properly be served by others, or attended to by the employee at any time when the employee is off duty. Circumstances of employee request for leave under serious distress shall receive just, reasonable and immediate consideration and granted where required, accordingly:

(a) Short Term Leave With Pay

Short term leave up to a maximum of one (1) day may be granted by the immediate Supervisor. Additional time may be granted if necessary, by the Manager’s Manager who will decide what time off, with pay, will be granted.

(b) Use of Advance Vacation

If necessary, up to one (1) week of advance vacation may be granted by the employee’s immediate Supervisor.

41.08 Medical, Dental or Other Special Appointments

An employee requesting time off for a medical or dental or other special appointment shall be granted time off with pay up to a maximum of one (1) day by the immediate manager subject to demands of service. If any additional expense to the Company is involved, the employee may be allowed furlough.

41.09 Work for Another Company

An employee without Company approval accepting employment with a firm, agency, or other person on the employee’s own time with remuneration shall not be deemed to be an employee of the Company during the period of such employment.

41.10 Time Lost Other Than Sickness

Payment of wages will not be allowed for time lost, by any employee, for reasons other than sickness or those covered under the terms of this Agreement.

41.11 Furlough

- (a) The Employer may grant furlough without pay or benefits for personal reasons, subject to the demands of service. Such furlough will not be unreasonably withheld.
- (b) Requests for furlough must be submitted in writing to the employee's Supervisor not less than four (4) weeks prior to the anticipated commencement date of the furlough. Lack of four **(4)** weeks **written** notice shall not preclude the granting of furlough at the employee's request and agreement by the Supervisor.

41.12 Absence **(Clerical)**

An employee who is absent from work for any reason without prior authorization is required to contact their Supervisor at their place of work, giving the reason for their absence within the first two (2) hours of such absence. Failure to report absence or an absence which is not authorized by the Supervisor may result in disciplinary action pursuant to **Article 15: Discipline, Resignation and Dismissal** .

41.13 Absence **(Operator Services)**

If an employee is unable to report for work for any reason, they will notify the Supervisor, wherever possible, before the start of their tour. Failure to report and in the absence of satisfactory reason(s) then disciplinary action may result.

ARTICLE 42 - MEALS, LODGING, TRANSPORTATION AND TRAVELLING TIME

42.01 Expenses set out in this Article are to cover expenditures necessarily incurred by employees in the performance of their duties while working away from their headquarters. Where no expense is incurred, no claim shall be made. An employee who has been authorized by their Supervisor shall be allowed expenses as stated herein.

42.02 Meals

(a) Employees working outside their headquarters who are absent overnight may claim an allowance for meals without receipts as follows:

Breakfast \$7.50
Lunch \$9.00
Supper \$16.00

(b) An employee who commutes daily from their headquarters may only claim lunch.

42.03 Lodging

(a) For overnight absences, reasonable and actual expenses will be allowed for commercial lodging upon the production of receipts.

(b) An employee who makes private arrangements for accommodation other than their place of domicile, may claim an allowance of twenty-five dollars (\$25.00) per night. The employee may claim meals in accordance with Clause 42.02 (a).

42.04 Incidental Expenses

An incidental expense of five dollars (\$5.00) for each overnight stay will be granted from the first day for an employee travelling away from their headquarters for twenty-four (24) hours or more. Incidental expenses are intended to cover such items as laundry, gratuities, etc.

42.05 Extraordinary Expenses

When extraordinary expenses are incurred which are above the allowances stated in this Article, the employee with appropriate justification, will be allowed actual living expenses upon production of receipts.

42.06 Overtime Meal Allowance

(a) An employee may claim an overtime meal allowance of nine dollars (\$9.00) without a receipt in accordance with the following conditions:

(1) Employees working overtime within their headquarters for two (2) or more hours;

(i) following the end of a regular or overtime tour, or;

(ii) preceding a regular or overtime tour.

(iii) when an **Operator Services** employee works overtime for two (2) hours or more between the two portions of a regular or overtime split tour.

(2) An employee claiming lodging away from headquarters may claim an overtime meal allowance if they have worked four (4) or more hours of overtime following or preceding their regular or overtime tour.

(3) Employees working away from headquarters not incurring lodging:

An employee working two (2) or more hours of overtime following or preceding their regular or overtime tour at a location outside their headquarters and who will not be incurring an overnight stay, may claim the appropriate meal allowance in accordance with Clause 42.02 (a).

(4) An employee who is called out on overtime for immediate reporting to work on their day off or after they have completed their regular tour may claim an overtime meal allowance after four (4) hours and a similar allowance after each additional continuous four (4) hours of overtime worked.

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- (b) An employee may claim an overtime meal allowance for each additional continuous four (4) hours of overtime worked.
- (c) In special circumstances, the Supervisor may authorize payment of an overtime meal payment not covered by the foregoing or when the amount is exceeded.
- (d) Overtime meal breaks may be scheduled at any time subject to the welfare of the employee and the requirements of service.
- (e) Overtime will not be paid during any meal period.

42.07 Travel Time

An employee travelling at the direction of the Employer shall be paid at their basic hourly rate of pay or if applicable, the overtime rate.

42.08 An employee who resigns, is dismissed or laid off when working outside their headquarters, will be provided return transportation to their headquarters.

42.09 **For the purpose of conducting Company business,** transportation will be furnished or allowed all employees **covered** by this Agreement where same is considered necessary by the Company.

ARTICLE 43 - PAY PROVISIONS AND WAGE SCHEDULES

43.01 Non-permanent Experienced Employee

When a non-permanent experienced employee transfers to the permanent staff, either regular full-time or regular part-time, reasonable allowance will be made for past service in setting the wage rate as a permanent employee.

43.02 Payments

Employees shall be **paid** on alternate Tuesdays throughout the year, for all basic wages due up to and including the Saturday following the previous pay date.

In the case of missing, delayed or incorrect work reports, at the time of closing off the payroll, it will be assumed that the basic number of hours were worked. **Any necessary** adjustments for overtime, differentials, or absences will be made on the following pay. When a regular pay day falls on a holiday, payment of wages shall be made on the preceding working day.

43.03 Wage increases granted in accordance with progression steps of the wage schedules contained in this Agreement shall be effective the first day of the bi-weekly period closest to the first day of the month.

43.04 When an employee is given a wage increase or adjustment for reason of efficiency or promotion, the normal date of the scheduled increase will still apply, providing **they have** not reached **their** maximum rate. If **they have** reached **their** maximum rate and **are** promoted to a new job paying a higher rate, **their** scheduled increase date shall be calculated from the time of such a move.

The provisions of this Clause will also apply when an employee's job is re-evaluated to a higher group.

43.05 Wage Adjustment Upon Promotion

(a) Promotion to a higher group - adjust wage to:

(1) One (1) increment (money wise) higher than the former wage; or,

(2) the minimum wage of the new group, whichever is higher.

(b) The Employer may authorize the payment of a wage higher than stipulated by Clause (a) provided such wage shall not exceed the maximum in the new group, except for seniority differential.

43.06 Suspension of Increases

- (a) A salary increase falling due when an employee is off duty on sick leave or furlough will be suspended during the period of absence.
- (b) A salary increase falling due when an employee is on sick leave for three (3) months or less, will take effect when the employee resumes duty; provided however, that for subsequent increases the normal date of scheduled increase will apply.
- (c) When an employee is on sick leave for a period of more than three (3) months, **their** subsequent increases will be set back the length of time corresponding to the duration of the period of absence in excess of three (3) months. Fifteen (15) days or less in a month will not be counted as any portion of a month and more than fifteen (15) days will be counted as a full month.
- (d) When an employee is granted furlough for a period of more than one (1) month, **their** subsequent increases will be set back the length of time corresponding to the duration of the furlough. Fifteen (15) days or less in a month will not be counted as any portion of a month and more than fifteen (15) days will be counted as a full month.

43.07 Administration of Progression Wage Schedule

Progression through the semi-annual steps of the wage schedules as contained in this Agreement shall be subject to the periodic appraisal by Management of an employee's work performance. Should Management consider that the employee has not qualified for a semi-annual increase, the employee will be notified in writing with a copy to the Union, of the reasons not less than thirty (30) days prior to the increase due date. An employee so affected may, within ten (10) days of the notice in writing, review the matter with the Supervisor. Should the employee, following the review feel that **their** increase should not be withheld, **they** may take the matter up as a grievance.

43.08 The amount of increases granted shall be those indicated in the wage schedules and increases shall not be granted for amounts less than those indicated on the appropriate step in the schedule, subject to the provisions of Clause 43.07.

43.09 Should a special increase be warranted during the progression period, it will be given every consideration by Management.

43.10 While supervisors will attempt, as far as possible, to assign the employee to work for which the employee has been trained, no part of this Agreement shall be construed as meaning that an employee shall do only work of the classification in which **they are** employed, nor shall any part of this Agreement be construed as meaning that certain work shall be performed only by a certain classified employee.

43.11 Variable Pay

(a) All regular full-time, regular part-time and occasional employees **will** participate in the Company's Variable Compensation Plan. **If the plan's goals for a year are met, employees will receive a payment in the first quarter of the following year equal to three percent (3%) of the employee's total regular earnings (exclusive of all overtime, premiums and differentials) in the previous calendar year.**

(b) This plan **will** continue from year to year.

(c) Changes to the plan, will be discussed with the union prior to implementation.

(d) **Variable pay** is separate and apart from the Wage Schedules.

43.12 Wage Schedules

The conditions of this Agreement apply to all employees designated in the wage schedules which follow.

The daily and monthly rates are based on:

Clerical:

Hourly Rate X 7.5 = Daily Rate

Hourly Rate X 163.125 = Monthly Rate

Operator Services:

Hourly Rate X 7 = Daily Rate

Hourly Rate X 152.25 = Monthly Rate

Wage Schedules

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

For occasional employees, the step shall be based on the employee working:

Clerical

the greater of:

(a) 978.75 hours (including overtime hours @ actual hours worked)

OR

(b) six (6) months

Operator Services

the greater of:

(a) 913.50 hours (including overtime hours @ actual hours worked)

OR

(b) six (6) months

Clerical and Operator Services Wage Schedule

Effective May 1, 1996

(Hourly Rates)

Progression Steps	40	41	42	43	44	45	46	47	48	49	50	51	52
A	10.66	11.08	11.47	11.88	12.57	12.99	13.35	13.62	14.05	14.46	14.94	15.46	15.93
B	11.08	11.47	11.88	12.24	12.99	13.35	13.62	14.05	14.46	14.94	15.46	15.93	16.50
C	11.47	11.88	12.24	12.57	13.35	13.62	14.05	14.46	14.94	15.46	15.93	16.50	17.15
D	11.88	12.24	12.57	12.99	13.62	14.05	14.46	14.94	15.46	15.93	16.50	17.15	17.72
E	12.24	12.57	12.99	13.35	14.05	14.46	14.94	15.46	15.93	16.50	17.15	17.72	18.28
F	12.57	12.99	13.35	13.62	14.46	14.94	15.46	15.93	16.50	17.15	17.72	18.28	18.71
G		13.35	13.62	14.05	14.94	15.46	15.93	16.50	17.15	17.72	18.28	18.71	19.14
H			14.05	14.46	15.46	15.93	16.50	17.15	17.72	18.28	18.71	19.14	19.56
I				14.94	15.93	16.50	17.15	17.72	18.28	18.71	19.14	19.56	19.99

Effective May 1, 1997

(Hourly Rates)

Progression Steps	40	41	42	43	44	45	46	47	48	49	50	51	52
A	10.71	11.14	11.53	11.94	12.64	13.05	13.42	13.69	14.12	14.54	15.01	15.54	16.01
B	11.14	11.53	11.94	12.30	13.05	13.42	13.69	14.12	14.54	15.01	15.54	16.01	16.59
C	11.53	11.94	12.30	12.64	13.42	13.69	14.12	14.54	15.01	15.54	16.01	16.59	17.24
D	11.94	12.30	12.64	13.05	13.69	14.12	14.54	15.01	15.54	16.01	16.59	17.24	17.80
E	12.30	12.64	13.05	13.42	14.12	14.54	15.01	15.54	16.01	16.59	17.24	17.80	18.37
F	12.64	13.05	13.42	13.69	14.54	15.01	15.54	16.01	16.59	17.24	17.80	18.37	18.80
G		13.42	13.69	14.12	15.01	15.54	16.01	16.59	17.24	17.80	18.37	18.80	19.24
H			14.12	14.54	15.54	16.01	16.59	17.24	17.80	18.37	18.80	19.24	19.66
I				15.01	16.01	16.59	17.24	17.80	18.37	18.80	19.24	19.66	20.09

Note: The interval from one step to the next shall be administered as per Article 43 (Pay Provisions and Wage Schedules).

1996 Daily, Monthly and Yearly Wage Equivalents

Effective May 1, 1996

Clerical (Based on a 7.5 hr. day)

Daily	Monthly	Yearly
\$79.95	\$1,738.91	\$20,866.95
\$83.10	\$1,807.43	\$21,689.10
\$86.03	\$1,871.04	\$22,452.53
\$89.10	\$1,937.93	\$23,255.10
\$91.80	\$1,996.65	\$23,959.80
\$94.28	\$2,050.48	\$24,605.78
\$97.43	\$2,118.99	\$25,427.93
\$100.13	\$2,177.72	\$26,132.63
\$102.15	\$2,221.76	\$26,661.15
\$105.38	\$2,291.91	\$27,502.88
\$108.45	\$2,358.79	\$28,305.45
\$112.05	\$2,437.09	\$29,245.05
\$115.95	\$2,521.91	\$30,262.95
\$119.48	\$2,598.58	\$31,182.98
\$123.75	\$2,691.56	\$32,298.75
\$128.63	\$2,797.59	\$33,571.13
\$132.90	\$2,890.58	\$34,686.90
\$137.10	\$2,981.93	\$35,783.10
\$140.33	\$3,052.07	\$36,624.83
\$143.55	\$3,122.21	\$37,466.55
\$146.70	\$3,190.73	\$38,288.70
\$149.93	\$3,260.87	\$39,130.43

Operator Services (Based on a 7 hr. day)

Daily	Monthly	Yearly
\$74.62	\$1,622.99	\$19,475.82
\$77.56	\$1,686.93	\$20,243.16
\$80.29	\$1,746.31	\$20,955.69
\$83.16	\$1,808.73	\$21,704.76
\$85.68	\$1,863.54	\$22,362.48
\$87.99	\$1,913.78	\$22,965.39
\$90.93	\$1,977.73	\$23,732.73
\$93.45	\$2,032.54	\$24,390.45
\$95.34	\$2,073.65	\$24,883.74
\$98.35	\$2,139.11	\$25,669.35
\$101.22	\$2,201.54	\$26,418.42
\$104.58	\$2,274.62	\$27,295.38
\$108.22	\$2,353.79	\$28,245.42
\$111.51	\$2,425.34	\$29,104.11
\$115.50	\$2,512.13	\$30,145.50
\$120.05	\$2,611.09	\$31,333.05
\$124.04	\$2,697.87	\$32,374.44
\$127.96	\$2,783.13	\$33,397.56
\$130.97	\$2,848.60	\$34,183.17
\$133.98	\$2,914.07	\$34,968.78
\$136.92	\$2,978.01	\$35,736.12
\$139.93	\$3,043.48	\$36,521.73

Hourly
\$10.66
\$11.08
\$11.47
\$11.88
\$12.24
\$12.57
\$12.99
\$13.35
\$13.62
\$14.05
\$14.46
\$14.94
\$15.46
\$15.93
\$16.50
\$17.15
\$17.72
\$18.28
\$18.71
\$19.14
\$19.56
\$19.99

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

1997 Daily, Monthly and Yearly Wage Equivalentts

Effective May 1, 1997

Clerical (Based on a 7.5 hr. day)

Daily	Monthly	Yearly
\$80.33	\$1,747.07	\$20,964.83
\$83.55	\$1,817.21	\$21,806.55
\$86.48	\$1,880.83	\$22,569.98
\$89.55	\$1,947.71	\$23,372.55
\$92.25	\$2,006.44	\$24,077.25
\$94.80	\$2,061.90	\$24,742.80
\$97.88	\$2,128.78	\$25,545.38
\$100.65	\$2,189.14	\$26,269.65
\$102.68	\$2,233.18	\$26,798.18
\$105.90	\$2,303.33	\$27,639.90
\$109.05	\$2,371.84	\$28,462.05
\$112.58	\$2,448.51	\$29,382.08
\$116.55	\$2,534.96	\$30,419.55
\$120.08	\$2,611.63	\$31,339.58
\$124.43	\$2,706.24	\$32,474.93
\$129.30	\$2,812.28	\$33,747.30
\$133.50	\$2,903.63	\$34,843.50
\$137.78	\$2,996.61	\$35,959.28
\$141.00	\$3,066.75	\$36,801.00
\$144.30	\$3,138.53	\$37,662.30
\$147.45	\$3,207.04	\$38,484.45
\$150.68	\$3,277.18	\$39,326.18

Hourly
\$10.71
\$11.14
\$11.53
\$11.94
\$12.30
\$12.64
\$13.05
\$13.42
\$13.69
\$14.12
\$14.54
\$15.01
\$15.54
\$16.01
\$16.59
\$17.24
\$17.80
\$18.37
\$18.80
\$19.24
\$19.66
\$20.09

Operator Services (Based on a 7 hr. day)

Daily	Monthly	Yearly
\$74.97	\$1,630.60	\$19,567.17
\$77.98	\$1,696.07	\$20,352.78
\$80.71	\$1,755.44	\$21,065.31
\$83.58	\$1,817.87	\$21,814.38
\$88.10	\$1,872.68	\$22,472.10
\$88.48	\$1,924.44	\$23,093.28
\$91.35	\$1,986.86	\$23,842.35
\$93.94	\$2,043.20	\$24,518.34
\$95.83	\$2,084.30	\$25,011.63
\$98.84	\$2,149.77	\$25,797.24
\$101.78	\$2,213.72	\$26,564.58
\$105.07	\$2,285.27	\$27,423.27
\$108.78	\$2,365.97	\$28,391.58
\$112.07	\$2,437.52	\$29,250.27
\$116.13	\$2,525.83	\$30,309.93
\$120.68	\$2,624.79	\$31,497.48
\$124.60	\$2,710.05	\$32,520.60
\$128.59	\$2,796.83	\$33,561.99
\$131.60	\$2,862.30	\$34,347.60
\$134.68	\$2,929.29	\$35,151.48
\$137.62	\$2,993.24	\$35,918.82
\$140.63	\$3,058.70	\$36,704.43

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

ARTICLE 44 - DURATION AND NEGOTIATIONS

44.01 , This Agreements shall become effective as of February 12, 1997 unless otherwise specified and shall remain in full force and effect until **April 30, 1998** 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.

44.02 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.

44.03 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.

44.04 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.

**LETTER OF UNDERSTANDING
BETWEEN
TELUS COMMUNICATIONS INC.
AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348
CLERICAL/OPERATOR SERVICES**

LETTERS OF UNDERSTANDING/LETTERS OF INTENT

It is agreed by the Parties that all letters of understanding/letters of intent, that are issued as a result of Clerical/Operator Services Negotiations will remain in effect for the duration of this Agreement.

Note: Letters of Intent/Letters of Understanding will be printed at the back of the Collective Agreement.

signed by:

M. Wray

TELUS Communications Inc.

Dated:

March 5, 1997

signed by:

M. Semeniuk

Local Union 348
international Brotherhood of Electrical
Workers

Dated:

March 5, 1997

LETTER OF UNDERSTANDING
BETWEEN
TELUS COMMUNICATIONS INC.
AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348
CLERICAL
COMPRESSED WORK WEEK

Where a clerical employee or group of employees volunteers and their manager agrees, the Company and Union agree that the employees may work one (1) of the following compressed work weeks schedules:

Clerical Compressed Work Week Scheduling Options

1. Three week rotation consisting of any combination of two weeks each containing five eight hour shifts and a third week containing three eight hour shifts plus one eight and one-half hour shift. (8,8,8,8,8, 8,8,8,8,8 8,8,8,8.5)
2. Each week containing three ten hour shifts and one seven and one-half hour shift. (10, 10, 10. 7.5)
3. Each week containing three nine and one-half hours shifts and one nine hour shift. (9.5, 9.5, 9.5, 9)
4. Each week containing three twelve and one-half hour shifts. (12.5, 12.5, 12.5). This option must be approved by both the Union and the Director of Employee Relations.
5. Two (2) week rotation consisting of any combination of one (1) week containing three (3) eight and one-half (8.5) hour shifts plus two (2) eight (8) hour shifts, and one (1) week containing three (3) eight and one-half (8.5) hour shifts plus one (1) eight (8) hour shift.
(8.5,8.5,8.5,8,8 8.5,8.5,8.5, 8)

The following provisions shall apply to clerical employees working any of the compressed work week options. These shall supersede or prevail where there may be a conflict with any other **article** of the collective agreement.

1. Annual Vacation: Vacation credits will be expressed and taken in hours and paid based on hours. (Example: 15 vacation days will be credited as $15 \times 7.5 = 112.5$ hours)
2. Sick Leave Credits: Sick leave credits will be stated and paid in hours. (Example: 20 days will be credited as $20 \times 7.5 = 150$ hours). An employee scheduled to work a ten (10) hour shift but who is absent because of illness will be paid for ten (10) hours from their sick leave credits.
3. Holidays: Employees will be paid holiday pay for each hour they would have been scheduled to work if the day had not been a holiday. If the holiday falls on a day that the employee is not scheduled to work, the work day in the same week which is closest to the actual holiday should be scheduled as the day in lieu of the holiday. (Example: If the holiday falls on a Saturday and the employee's last scheduled work day that week is Thursday, the holiday lieu day would be scheduled for the Thursday.) Employees will be paid at two times their basic hourly rate for all hours including overtime worked on a holiday.
4. Overtime: Overtime will be paid for hours worked in excess of the employee's scheduled daily hours or those worked on a day off.
5. Meal Periods: Shifts of 11 hours or more shall include 2 paid twenty minute meal periods: those that are less than 11 hours will have one unpaid meal period of not less than thirty minutes or longer than one hour.
6. Bereavement Leave: Employees may take up to five working days for bereavement leave; paid bereavement leave is limited to a maximum of 37.5 hours.
7. Training Courses: An employee working option 2, 3, 4, who is scheduled to take three or more days of training in a week will be scheduled for five consecutive days of 7.5 hours each that week. For employees working option 1 or 5, there is no change in scheduled hours unless the training is for five days and coincides with the four day work week. In this case the employee's four day week should be scheduled to another week within the rotation.
8. Schedule Posting: Tour schedules will be posted at least five weeks in advance of the day they are to become effective.
9. Days Off: Additional days off resulting from the implementation of a compressed work week schedule are to be scheduled consecutively with other days off unless requested otherwise by the employee.
10. Change of Tour: Employees will be eligible for a change of tour payment if their schedule is changed without seven days prior notice.
11. Exchange of Tour: A qualified employee may work a tour on behalf of another employee if approved by the manager and at no additional cost to the Company.

12. Termination of CWW Schedule: Either an employee or manager can revert to a five day per week, seven and one-half hours of work per day schedule if four weeks notice of termination has been given from one to the other.

This Letter of Understanding shall become effective on the date of signing by both Parties.

signed by:

M. Wray

TELUS Communications Inc.

Dated:
March 5, 1997

signed by:

M. Semeniuk

Local Union 348
International Brotherhood of Electrical
Workers

Dated:
March 5, 1997

**LETTER OF UNDERSTANDING
BETWEEN
TELUS COMMUNICATIONS INC.
AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348
CLERICAL/OPERATOR SERVICES
DIRECT DEPOSIT OF EMPLOYEE PAYCHEQUES**

Employees in Clerical and Operator Services will be paid through the “PDQ” Direct Deposit system if and when all employees in TELUS Communications Inc. are paid through “PDQ”.

signed by:

M. Wray

TELUS Communications Inc.

Dated:

March 5, 1997

signed by:

M. Semeniuk

Local Union 348
International Brotherhood of Electrical
Workers

Dated:

March 5, 1997

LETTER OF UNDERSTANDING
BETWEEN
TELUS COMMUNICATIONS INC.
AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348
CLERICAL
ELECTRONIC MONITORING

A Clerical employee will be notified prior to any electronic monitoring of **their** work unless the employee advises in writing that **they do** not want to be notified of such monitoring.

signed by:

M. Wray

TELUS Communications inc.

Dated:

March 5, 1997

signed by:

M. Semeniuk

Local Union 348
International Brotherhood of Electrical
Workers

Dated:

March 5, 1997

**LETTER OF UNDERSTANDING
BETWEEN
TELUS COMMUNICATIONS INC.
AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348
FLEX BENEFITS**

Should the parties agree to implement the flex benefits plan during the life of this Agreement, the relevant Article(s) will be amended as necessary to accommodate the implementation of the flex benefits plan.

signed by:

M. Wray

TELUS Communications Inc.

Dated:

March 5, 1997

signed by:

M. Semeniuk

Local Union 348
International Brotherhood of Electrical
Workers

Dated:

March 5, 1997

LETTER OF UNDERSTANDING
BETWEEN
TELUS COMMUNICATIONS INC.
AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348
CLERICAL/OPERATOR SERVICES
JOB ALLOCATION APPEAL PROCEDURE

1. **JOB ALLOCATION**

The Parties agree that the following procedure will be followed when excluded jobs at or below **MP** (Management **or** Professional) Pay **Band** 2 (or equivalent) are created or reclassified to a new pay **band** at or below Pay **Band** 2 (or equivalent):

1. The Employer will notify the Union in writing when a job has been created or reclassified within fifteen (15) days of the date that the job is first filled or reclassified. The notice will include the name(s) and locations of the current incumbent(s) and the date filled or reclassified.
2. Within thirty (30) days of the notification, the Employer will provide the Union with a copy of the Job Description.
3. If the Union disputes the exclusion of the job, it will be given an opportunity to interview any incumbent of the job regarding the nature of their duties if:
 - (a) the Union has given the Employer written notice that it disputes the exclusion and,
 - (b) not less than thirty (30) and not more than seventy-five (75) days have passed since notification;

4. If the Union continues to dispute the exclusion of the job, it must notify the Employer in writing not later than seventy-five (75) days after notification. The Parties will then schedule a meeting within one hundred five (105) days of notification to attempt to agree on the future status of the job;
5. After meeting, if the Parties are not able to agree on the status of the job, the Union may refer the dispute to the Job Allocation Appeal Board for a final and binding determination of whether the job will continue to be excluded or is to be included in the Union's bargaining unit;
6. The Job Allocation Appeal Board shall be composed as follows:
 - (a) One Union representative who is a member of the bargaining unit or who is employed by the Union;
 - (b) One Employer representative who is employed by the Employer; and
 - (c) The Chairperson who shall be agreed upon by the Union's and the Employer's representatives;
7. If the Union wishes to refer a job dispute to the Job Allocation Appeal Board it shall, within one hundred fifteen (115) days of notification, notify the Employer in writing of its intent to do so and of the name of its representative on the Board;
8. On receiving notice of a reference to the Job Allocation Appeal Board, the Employer shall advise the Union of its representative to the Board within seven (7) days;
9. Unless agreed otherwise, the Job Allocation Appeal Board may conduct its own investigation and shall hold a hearing within sixty (60) days of the Union's reference of the dispute and will hear such evidence as the Parties may desire to present to assure a full, fair hearing;
10. In making its determination, the Job Allocation Appeal Board; shall consider first whether the job is occupied by an "employee" within the meaning of Part 1 of the Canada Labour Code and, if the job is occupied by an "employee", whether it shares a greater community of interest with jobs included in the Union's bargaining unit, or with excluded jobs;

11. The Job Allocation Appeal Board shall render a decision in writing to the Parties within thirty (30) days after the hearing advising them of whether the job is to continue to be excluded or is to be included within the Union's bargaining unit. The Chairperson shall have the authority to render the decision with the concurrence of either of the other members and a decision then rendered shall be final and binding on the Parties. If no majority decision is reached, then the Chairperson shall render the final and binding decision;
12. If the Job Allocation Appeal Board rules that the job falls within the scope of the Union's bargaining unit, it shall be treated as a new job effective the beginning of the next pay period following the date of publication of the Board's decision and the appropriate wage rate shall be determined pursuant to the Job Evaluation system under the applicable Collective Agreement or, in the absence of such a system, the Board shall determine which existing bargaining unit classification the job most closely resembles and that classification will not preclude the Parties from negotiating a new rate for the job;
13. Unless waived by written agreement, the time limits under this procedure are mandatory and either party failing to comply with those limits shall be deemed to have accepted the position of the other party. All references to "days" are to calendar days.
14. Each of the Parties shall bear the expense of its representative on the Job Allocation Appeal Board. The fees and expenses of the Chairperson shall be borne equally by the Parties.

signed by:

M. Wray

TELUS Communications Inc.

Dated:

March 5, 1997

signed by:

M. Semeniuk

Local Union 348
International Brotherhood of Electrical
Workers

Dated:

March 5, 1997

LETTER OF UNDERSTANDING
BETWEEN
TELUS COMMUNICATIONS INC.
AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348
CLERICAL/OPERATOR SERVICES
JOB EVALUATION

Local 348, I.B.E.W. and TELUS Communications Inc. agree that there are issues that must be resolved regarding Job Evaluation.

A joint committee comprised of two (2) representatives chosen by the Employer and two (2) representatives chosen by the Union shall be established. The committee will meet within ninety (90) days of ratification for the purpose of modifying the Job Evaluation language and process to address issues, including, but not limited to:

- **Joint Job Evaluation Committee**
- **Job Appeals**
- **Define new jobs and changed jobs**
- **Combining “like” positions**

signed by:

M. Wray

TELUS Communications Inc.

Dated:

March 5, 1997

signed by:

M. Semeniuk

Local Union 348
International Brotherhood of Electrical
Workers

Dated:

March 5, 1997

LETTER OF UNDERSTANDING
BETWEEN
TELUS COMMUNICATIONS INC.
AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348
CLERICAL/OPERATOR SERVICES
JOB SHARING

I. Job Sharing

1. This letter of understanding establishes provision for either two Clerical or two Operator Services employees to voluntarily “Job Share” a full-time position. Job Sharing is an alternative work arrangement whereby the duties and responsibilities of a full-time position may be, restructured, in a manner that would accommodate the employment of two employees to fill a full-time position. A job sharing arrangement between a Clerical and an Operator Services employee will not be permitted.
2. A “Job Sharing Arrangement” refers to a specific written agreement setting out the names of the participants, the position to be shared, how duties will be divided, and the length of time agreed upon for the trial period.
3. No “Job Sharing Arrangement” shall be entered into by any employees or party which conflicts with the terms of the collective agreement between the parties named above.
4. No more than five (5) percent of regular full-time positions covered by the Clerical/Operator Services Agreement may be job shared at any given time.
5. Employees qualified to enter a job share arrangement shall be from the same collective agreement.

6. Employees cannot enter a job share arrangement for a position which has a higher pay group.
7. Job share opportunities shall not be posted in accordance with the posting provisions of the collective agreement.
8. The contents of this Letter of Understanding may be revised at anytime by agreement of the parties hereto.

II. Participation/Eligibility

1. Participation of employees under these provisions shall be voluntary and no employee shall be denied the opportunity to volunteer for a job sharing arrangement.
2. Participation shall be limited to existing regular full or regular part-time employees who have completed their probationary period.
3. Employees wishing to establish a job sharing arrangement must submit a written proposal to management with a copy to the Union outlining the reasons for the arrangement, its feasibility, and operating details necessary to implement it such as commencement date, days and hours to be worked, absence and vacation coverage and sharing of responsibilities.
4. Employees participating in a job share arrangement will be re-classified to regular part-time-job share (RPT-JS).

III. Maintenance of Full Time Positions

1. Shared positions shall, in all respects with the exception that they are held by two individuals, be treated as though they were single positions with regard to scheduling and job descriptions.
2. Upon expiry of the "Job Sharing Arrangement" the shared position will revert to full-time with the incumbent who was in the position before the job share arrangement started having ownership to the position.

IV. Approval

1. Any "Job Sharing Arrangement" shall be subject to approval by management.

V. Schedules and Job Descriptions

1. A work schedule will be set out in advance showing days, hours or tours to be worked and not worked by the job sharing partners.
2. Job Descriptions for the job sharing partners will be identical unless otherwise approved vis-a-vis Job Sharing 1.
3. The employer agrees not to increase production levels expected of job sharers for the sole reason that the position is shared.

VI. Benefits

1. An employee entering into a job shared position shall have benefits as provided elsewhere under this agreement pro-rated as applicable to part-time employees.
2. Previously accumulated leave credit will not be effected.

VII. Sickness/Vacation Relief

1. Job sharing partners have the option of providing each other with sickness or vacation relief.
2. A job partner shall not be required to provide relief on more than three (3) consecutive days for which they were not scheduled to work or more than six (6) days in one month for which they are not scheduled to work.

VIII. Training

1. Job sharers will have the same access to training required to perform their regular duties as other full-time employees under the collective agreement.

IX. Evaluation

1. In addition to other provisions set out in this agreement respecting performance evaluation, job sharing employees may request a separate evaluation of both shared and individual performance.

X. Termination of Job Share Arrangement

1. A "Job Sharing Arrangement" may be terminated upon 30 days notice for any of the following reasons:
 - (a) The employment of a job sharing partner terminates.
 - (b) The employer serves written notification withdrawing its approval of the job share arrangement to the employees with a copy to the Union.
2. An employee who no longer wishes to continue their job sharing arrangements must successfully apply on a job posting to exit from the job share arrangement.
3. Where the employment of a job sharing partner terminates or is about to terminate or for any other reason one partner is unable to continue the arrangement, the remaining partner will become the full-time incumbent until a suitably qualified individual is located to continue in another job sharing arrangement.
4. Where the employer or Union serves notice to terminate the job share arrangement, both employees shall revert to their former or equivalent positions.

XI. Information

1. Written information materials, subject to their approval by the parties to this agreement, shall be made freely available to all employees.

XII. Termination of Letter of Understanding

This Letter of Understanding shall be terminated thirty days following written notification by either party to the other of its intent to terminate this Letter of Understanding.

signed by:

M. Wray
TELUS Communications Inc.

Dated:
March 5, 1997

signed by:

M. Semeniuk
Local Union 348
International Brotherhood of Electrical
Workers

Dated:
March 5, 1997

LETTER OF UNDERSTANDING
BETWEEN
TELUS COMMUNICATIONS INC.
AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348
CLERICAL/OPERATOR SERVICES
MEDICAL AND COMPASSIONATE TRANSFERS

Medical and Compassionate transfer requests will be sent to the Director, Employee Relations. A sub-committee of the Company and Union will review the transfer requests on the basis of:

Compassionate reasons, or
Medical reasons, or
Isolation reasons.

Subject to mutual agreement between the Management and Union representatives on the sub-committee, an employee who has requested a transfer for any of the above reasons may be placed in a vacancy without the vacancy being posted. Any expenses incurred as a result of the transfer will be paid by the Employer in accordance with the relocation policy.

If an employee's transfer request cannot be accommodated, the employee will be informed in writing.

signed by:

M. Wray

TELUS Communications Inc.

Dated:

March 5, 1997

signed by:

M. Semeniuk

Local Union 348
International Brotherhood of Electrical
Workers

Dated:

March 5, 1997

LETTER OF UNDERSTANDING
BETWEEN
TELUS COMMUNICATIONS INC.
AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348
CLERICAL
REGULAR PART-TIME, CASUAL AND OCCASIONAL EMPLOYEES

TELUS Communications Inc. will provide to the IBEW, information regarding the above mentioned employees as follows:

1. The information will be forwarded every second pay period;
2. employees will be identified by position code;
3. employees will be identified by classification;
4. employees will be identified by name;
5. employees will be identified by **pay group**;
6. the number of hours worked by each employee in each pay period will be identified;
7. employee's start date will be identified;

8. the information will continue to be provided on a moving twenty-six pay period basis;
9. work schedules will be provided upon request.

signed by:

M. Wray
TELUS Communications Inc.

Dated:
March 5, 1997

signed by:

M. Semeniuk
Local Union 348
International Brotherhood of Electrical
Workers

Dated:
March 5, 1997

LETTER OF UNDERSTANDING
BETWEEN
TELUS COMMUNICATIONS INC.
AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348
OPERATOR SERVICES
REGULAR PART-TIME, CASUAL AND OCCASIONAL EMPLOYEES

TELUS Communications Inc. will provide to the IBEW, information regarding the above mentioned employees as follows:

1. The information will be forwarded every four weeks;
2. employees will be identified by name;
3. employees will be identified by classification;
4. employees will be identified by location;
5. the number of hours worked by each employee in the four week period will be identified;

6. the information will continue to be provided on a moving twenty-six pay period basis;
7. work schedules will be provided upon request.

signed by:

M. Wray

TELUS Communications Inc.

Dated:

March 5, 1997

signed by:

M. Semeniuk

Local Union 348
International Brotherhood of Electrical
Workers

Dated:

March 5, 1997

LETTER OF UNDERSTANDING
BETWEEN
TELUS COMMUNICATIONS INC.
AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348
OPERATOR SERVICES
SERVICE ASSISTANT (SPECIAL SERVICES),
CUSTOMER SERVICE ASSISTANT AND
SERVICE ASSISTANT AND SUPPORT DUTIES

It is agreed that **the Service Assistant (Special Services), Customer Service Assistant and Service Assistant and Support** responsibilities do not include formal disciplining of employees or monitoring for the purpose of evaluation.

signed by:

M. Wray

TELUS Communications inc.

Dated:

March 5, 1997

signed by:

M. Semeniuk

Local Union 348
international Brotherhood of Electrical
Workers

Dated:

March 5, 1997

LETTER OF UNDERSTANDING
BETWEEN
TELUS COMMUNICATIONS INC.
AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348
CLERICAL/OPERATOR SERVICES
SEVERANCE PAY

Regular employees who are unable to accept a permanent redeployment to a position in another headquarters will be eligible to receive severance pay in accordance with either Clerical Article 33.08 or Operator Services Article 34.08.

Note: Where the Company and Union agree to an alternative severance payment, it shall supersede this Letter of Understanding. Under no circumstances shall both severance payments apply.

signed by:

M. Wray
TELUS Communications inc.

Dated:
March 5, 1997

signed by:

M. Semeniuk
Local Union 348
International Brotherhood of Electrical
Workers

Dated:
March 5, 1997

**LETTER OF UNDERSTANDING
BETWEEN
TELUS COMMUNICATIONS INC.
AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348
CLERICAL/OPERATOR SERVICES
TAXIS**

The employer will pay for taxi service within city limits where available for tours starting or ending between 11:00 P.M. and 6:45 A.M. inclusive.

signed by:

M. Wray

TELUS Communications Inc.

Dated:

March 5, 1997

signed by:

M. Semeniuk

Local Union 348
International Brotherhood of Electrical
Workers

Dated :

March 5, 1997

LETTER OF UNDERSTANDING
BETWEEN
TELUS COMMUNICATIONS INC.
AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348

CLERICAL/OPERATOR SERVICES

Telecommunications Concession

The Company will provide all Clerical and Operator Services employees their choice of up to five (5) custom calling features (Smart Touch Services) per month at no cost to the employee.

The following conditions shall apply:

- Employees choice for custom calling features shall be made available to employees three (3) months after ratification.**
- to be eligible for the telecommunications concessions, the employee must use TELUS as their telecommunications provider.**

The Company will pay to each Clerical and Operator Services Regular employee the amount of \$14.00 per month in lieu of Toll Concession. This amount will be paid until the Telecommunications Concession takes effect.

signed by:

M. Wray
TELUS Communications Inc.

Dated:
March 5, 1997

signed by:

M. Semeniuk
Local Union 348
International Brotherhood of Electrical
Workers

Dated:
March 5, 1997

LETTER OF UNDERSTANDING
BETWEEN
TELUS COMMUNICATIONS INC.
AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348
OPERATOR SERVICES
TRADING OF TOURS BETWEEN SERVICES

1. Trading will be allowed provided the two (2) employees work in the same headquarters area.
2. Trading is subject to Supervisory approval. Such approval shall not be unreasonably withheld.
3. There shall be no restrictions on the number of trades.

The current practice of trading of tours will not be affected by the above.

signed by:

M. Wray

TELUS Communications Inc.

Dated:

March 5, 1997

signed by:

M. Semeniuk

Local Union 348
International Brotherhood of Electrical
Workers

Dated:

March 5, 1997

APPENDIX A

CLERICAL

Supplementary Appendix to, and not Constituting a Part of the Clerical Employees' Agreement.

TRAVEL AND TRANSFER EXPENSES

1. GENERAL
 - 1.01 This Appendix is issued to advise those concerned of the regulations and allowances covering employees travelling within or out of the Province to attend Company sponsored or authorized courses, or on transfer.
2. TRAVEL AND EXPENSES OUTSIDE THE PROVINCE
 - 2.01 (a) An employee who has obtained authorization to travel out of the Province, will be allowed reasonable and actual expenditures for lodging, meals and miscellaneous expenses approved by Management.
 - (b) Prior to the employee's departure, the Department concerned shall establish guidelines for reasonable expenses, taking into account the location, length of stay, etc. Receipts are required for lodging.
 - 2.02 (a) Transportation type and method will be determined and authorized by the Department approving the expenditure.
 - (b) An employee authorized to use **their** own vehicle, on a route approved by the Department, will be allowed the actual distance driven at the prevailing rates.
3. TRAVEL AND EXPENSES WITHIN THE PROVINCE
 - 3.01 The Department approving the expenditure will determine the type and method of transportation for employees attending Company sponsored or authorized courses.
 - 3.02 An employee authorized to use **their** own vehicle will be allowed actual kilometerage at the prevailing rate provided there is proper insurance coverage on the vehicle being used.

- 3.03 Employees will be allowed necessary meals while travelling to a course on Sunday.
- 3.04 Employees on Employer administered courses away from headquarters shall be allowed meal and incidental expenses as per the Agreement.
- 3.05 Prior to the employee's departure, the Department concerned shall establish the guidelines for reasonable lodging expenses that will be allowed, taking into account the location of the course. Receipts are required for lodging.
- 3.06 Out-of-town employees who cannot obtain accommodation within walking distance of where the course is being held may claim bus fare (two (2) trips/day) on their Travel Expense Report.
- 3.07 An employee receiving a class instructor's differential may be allowed necessary expenses as approved by **their** Employer.
- 3.08 Employees attending Company administered courses within a two hundred (200) mile radius of their headquarters may be allowed to come home every weekend at the discretion of their Supervisor.
- 3.09 Employees on courses
- (a) If possible, the Supervisor will grant the employee an equivalent number of hours off during the work day preceding the course for travelling time.
 - (b) Subject to 3.09 (c), if the employee is not able to travel during the normal working hours, time off will be allowed within the pay period immediately following completion of the course.
 - (c) If the Supervisor decides, for the good of service, that time off should not be given, then payment for actual travel time or seven and one-half (7 1/2) hours, whichever is the lesser will be made.

4. TRANSFER ALLOWANCES AND EXPENSES

- 4.01 When employees are successful on job postings or are transferred within the Province from one headquarter to another at the request of the Company and a move of residence is required, the costs associated with the move shall be borne by the Company as per the Relocation Policy.
- 4.02** Allowances, transportation and moving costs are not paid by the Company when an employee moves at **their** request.

- 4.03 Headquarters for the purpose of claiming transfer allowance and expenses will be the following metropolitan areas:
- (a) City of Edmonton: City limits and includes Sherwood Park, St. Albert and Namao.
 - (b) All other Cities and Towns: City or Town limits.
- 4.04 Current transfer allowances and moving costs paid by the Company for Management or Special Skills Personnel moves or transfers will be applicable to Employer requested moves and employees successful on job postings.
5. EMPLOYEES TRAVELLING TO AND FROM OUT-OF-TOWN JOBS
- 5.01 Travelling employees is a term defining Clerical employees who spend all or the greater portion of their time in work locations outside their defined headquarters. It is not applicable when such employees are assigned to work wholly located within their respective headquarters.
- 5.02 The immediate Supervisor shall consider the following factors in order to reach a decision on whether or not daily or weekend travel is to be allowed:
- (a) Distance from headquarters
 - (b) Road and weather conditions
 - (c) Nature and duration of the job
 - (d) Overtime requirements, if any
 - (e) Availability of transportation
 - (f) Accommodation and eating facilities
 - (g) Employee or group requirements as they may relate to reasonable circumstances
- 5.03 Travelling time when starting or completing a job in a town or district away from headquarters will be on Company time. If travelling extends into the employee's own time, the overtime rate will prevail.
- 5.04 Travelling to and from headquarters on a daily basis may be authorized by the immediate Supervisor. Where daily travel is authorized, the Company will allow the employee to travel to and from the job site on Company time.
- 5.05 Travelling employees working within a two hundred (200) mile radius of their headquarters may be allowed to return every weekend, subject to the conditions of Clause 5.02. Where weekend travel is authorized, the employee shall travel to and from the job site on Company time.

5.06 The Supervisor shall determine whether an employee remaining at the job site over the weekend, while others are returning home, shall be paid meals and lodging.

5.07 Travelling employees working outside a two hundred (200) mile radius of headquarters shall be allowed to return at least every second weekend. Where such travel is authorized, the Company will allow the employee to travel to and from the job site on Company time.

6. TRANSPORTATION

- (a) For the purpose of conducting Company business, transportation will be furnished or allowed all employees covered by this Agreement where same is considered necessary by the Company. It is understood and agreed that an employee cannot be required to use **their** personal automobile as a condition of employment; the use of employee's personal automobile is strictly at the employee's option.
- (b) Management will determine the type and method of transportation by bus, rail, car or plane and whenever possible, transportation will be in a Company vehicle.
- (c) An employee, who is authorized by Management to use **their** own vehicle will be allowed actual car kilometerage at the prevailing rate per kilometer providing there is proper insurance coverage on the vehicle being used.
- (d) Employees authorized to travel by private automobile will be covered by compensation, providing there is no deviation from the direct route to headquarters or any unauthorized stopovers enroute.
- (e) When two (2) or more employees are travelling in the same private automobile, the owner is the only person eligible to claim kilometerage.
- (f) Any claim arising from an accident to an employee's own vehicle will be the responsibility of the said employee.
- (g) Where Company vehicles are not available, Supervisors may arrange for the use of private automobiles (with employee's consent) to transport employees to and from headquarters.
- (h) An employee who resigns, is dismissed or laid off in the field will be furnished or allowed transportation to **their** district headquarters.

APPENDIX B

OPERATOR SERVICES

Supplementary Appendix to, and not Constituting a Part of the Operator Services Employees' Agreement.

TRAVEL AND TRANSFER EXPENSES

1. GENERAL

1.01 This Appendix is issued to advise those concerned of the regulations and allowances covering employees travelling within or out of the Province to attend Company sponsored or authorized courses, or on transfer.

2. TRAVEL AND EXPENSES OUTSIDE THE PROVINCE

2.01 (a) An employee who has obtained authorization to travel out of the Province, will be allowed reasonable and actual expenditures for lodging, meals and miscellaneous expenses approved by Management.

(b) Prior to the employee's departure, the Department concerned shall establish guidelines for reasonable expenses, taking into account the location, length of stay, etc. Receipts are required for lodging.

2.02 (a) Transportation type and method will be determined and authorized by the Department approving the expenditure.

(b) An employee authorized to use **their** own vehicle, on a route approved by the Department, will be allowed the actual distance driven at the prevailing rates.

3. TRAVEL AND EXPENSES WITHIN THE PROVINCE

3.01 The Department approving the expenditure will determine the type and method of transportation for employees attending Company sponsored or authorized courses.

- 3.02 An employee authorized to use **their** own vehicle will be allowed actual kilometrage at the prevailing rate provided there is proper insurance coverage on the vehicle being used.
- 3.03 Employees will be allowed necessary meals while travelling to a course on Sunday.
- 3.04 Employees on Employer administered courses away from headquarters, shall be allowed meal and incidental expenses as per the Agreement.
- 3.05 Prior to the employee's departure, the Department concerned shall establish the guidelines for reasonable lodging expenses that will be allowed, taking into account the location of the course. Receipts are required for lodging.
- 3.06 Out-of-town employees who cannot obtain accommodation within walking distance of where the course is being held may claim bus fare (2 trips/day) on their Travel Expense Report.
- 3.07 An employee receiving a class instructor's differential may be allowed necessary expenses as approved by **their** Employer.
- 3.08 Employees attending Company administered courses within a two hundred (200) mile radius of their headquarters, may be allowed to come home every weekend at the discretion of their Supervisor.
- 3.09** Employees on courses
- (a) If possible, the Supervisor will grant the employee an equivalent number of hours off during the work day preceding the course for travelling time.
 - (b) Subject to 3.09 (c), if the employee is not able to travel during the normal working hours, time off will be allowed within the pay period immediately following completion of the course.
 - (c) If the Supervisor decides, for the good of service, that time off should not be given, then payment for actual travel time or seven **(7)** hours, whichever is the lesser will be made.

4. **TRANSFER ALLOWANCES AND EXPENSES**

- 4.01 When employees are successful on job postings, or are transferred within the Province from one headquarter to another at the request of the Company and a move of residence is required, the costs associated with the move shall be borne by the Company as per the Relocation Policy.
- 4.02 Allowances, transportation and moving costs are not paid by the Company when an employee moves at **their** request.
- 4.03 Headquarters for the purpose of claiming transfer allowances and expenses will be the following metropolitan areas:
- (a) City of Edmonton: City limits and including Sherwood Park, St. Albert and Namao.
 - (b) All other Cities and Towns:
City or Town limits
- 4.04 Current transfer allowances and moving costs paid by the Company for Management or Special Skills Personnel moves or transfers will be applicable to Employer requested moves or employees successful on job postings.

5. **EMPLOYEES TRAVELLING TO AND FROM OUT-OF-TOWN JOBS**

- 5.01 Travelling employees is a term defining **Operator Services** employees who spend all or the greater portion of their time in work locations outside their defined headquarters. It is not applicable when such employees are assigned to work wholly located within their respective headquarters.
- 5.02 The immediate Supervisor shall consider the following factors in order to reach a decision on whether or not daily or weekend travel is to be allowed:
- (a) Distance from headquarters
 - (b) Road and weather conditions
 - (c) Nature and duration of the job
 - (d) Overtime requirements, if any
 - (e) Availability of transportation
 - (f) Accommodation and eating facilities

(g) Employee or group requirements as they may relate to reasonable circumstances

5.03 Travelling time when starting or completing a job in a town or district away from headquarters will be on Company time. If travelling extends into the employee's own time, the overtime rate will prevail.

5.04 Travelling to and from headquarters on a daily basis may be authorized by the immediate Supervisor. Where daily travel is authorized, the Company will allow the employee to travel to and from the job site on Company time.

5.05 Travelling employees working within a two hundred (200) mile radius of their headquarters may be allowed to return, every weekend, subject to the conditions of Clause 5.02. Where weekend travel is authorized, the employee shall travel to and from the job site on Company time.

5.06 The Supervisor shall determine whether an employee remaining at the job site over the weekend, while others are returning home, shall be paid meals and lodging.

5.07 Travelling employees working outside a two hundred (200) mile radius of headquarters shall be allowed to return at least every second weekend. Where such travel is authorized, the Company will allow the employee to travel to and from the job site on Company time.

6. TRANSPORTATION

(a) For the purpose of conducting Company business, transportation will be furnished or allowed all employees covered by this Agreement where same is considered necessary by the Company. It is understood and agreed that an employee cannot be required to use **their** personal automobile as a condition of employment; the use of employee's personal automobile is strictly at the employee's option.

(b) Management will determine the type and method of transportation by bus, rail, car or plane and whenever possible, transportation will be in a Company vehicle.

(c) An employee, who is authorized by Management to use **their** own vehicle will be allowed actual car kilometerage at the prevailing rate per kilometer providing there is proper insurance coverage on the vehicle being used.

- (d) Employees authorized to travel by private automobile will be covered by compensation, providing there is no deviation from the direct route to headquarters or any unauthorized stopovers enroute.
- (e) When two (2) or more employees are travelling in the same private automobile, the owner is the only person eligible to claim mileage.
- (f) Any claim arising from an accident to an employee's own vehicle will be the responsibility of the said employee.
- (g) Where Company vehicles are not available, Supervisors may arrange for the use of private automobiles (with employee's consent) to transport employees to and from headquarters.
- (h) An employee who resigns, is dismissed or laid off in the field will be furnished or allowed transportation to her district headquarters or place of hire.

APPENDIX C

OPERATOR SERVICES

1. WORKING SUPERVISION POLICY

The Corporate Management committee does not expect Management personnel to do the work which is normally carried out by operators. However, occasions may arise, such as in training demonstrations, quality control checks, restoration or maintenance of service where an accident occurs, or urgent/emergency work is necessary to plant, equipment or machinery, or other unforeseeable or unpreventable circumstances occur, where Management personnel will be required to do work normally performed by an Operator. These occasions should be considered exceptions and not normal operating practice.

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