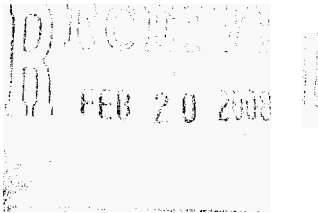


**COLLECTIVE AGREEMENT**

**BETWEEN**

**COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA**

**(CEP)**



**AND**

**EXPERTECH NETWORK INSTALLATION**

**CRAFT AND SERVICES EMPLOYEES**

**EFFECTIVE MAY 23<sup>rd</sup> 2007**



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THIS AGREEMENT is made in duplicate this 23<sup>rd</sup> day of May 2007.

BETWEEN:

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

OF THE FIRST PART;

and

EXPERTECH NETWORK INSTALLATION, hereinafter  
called the "Company"

OF THE SECOND PART.

## **ARTICLE 1 RECOGNITION AND SCOPE**

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

**1.02** This Agreement shall apply to all employees of Expertech Network Installation Inc. in Canada working in connection with the installation of communications and related equipment, including employees temporarily assigned outside of Canada, but excluding employees engaged in the clerical and related work, installation supervisors, foremen and those above those ranks, as covered by the certification order of the Canadian Industrial Relations Board dated July 5, 2002.

**1.03** It is intended that the Final Offers of Settlement dated January 11, 2007 and March 3, 2007, form part of the Collective Agreement to the extent that the Final Offer documents contains matters not otherwise reflected in the amended language of the Collective Agreement.

## **ARTICLE 2 DISCRIMINATION**

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

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

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

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

## **ARTICLE 3 DEDUCTIONS**

### **Union Dues**

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

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

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

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

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

### **Humanity Fund**

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

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

**3.07** Where an employee objects to the above-mentioned deduction, he shall notify in writing the appropriate Vice-president of the CEP. The Union shall then inform in writing Human Resources, of the name, occupation and work location of the employee who objects to the above-mentioned deduction for the purposes of the Humanity Fund. The Union recognizes its full responsibility in that respect.

## **General**

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

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

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

## **ARTICLE 4 UNION REPRESENTATION**

**4.01** The number of Local Union representatives, including Local Officers, Chief Stewards and Stewards, shall not exceed 150.

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

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

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

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



accepting or rejecting the relocation providing the remaining employees at the reporting centre from which the relocation is to be made are qualified to perform the work remaining.

**4.04** The Company agrees that permission for representatives of the Union to enter the Company's premises will not be unreasonably withheld.

**4.05** The Company shall grant a leave of absence of between three months and one year, without pay, to an employee requesting such leave to assume full-time employment with the Union.

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

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

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

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

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

(c) a written request for such leave must be submitted to the Company at least two weeks prior to the commencement of the leave, and a copy forwarded to Human Resources.

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

## **ARTICLE 5 TIME ALLOWANCE**

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

(b) Union Stewards, Chief Stewards or Local Officers may

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

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

(d) A Union Representative will be allowed to meet with newly hired employees for 15 minutes at a location mutually agreed by the Company and the Union. Time spent by the Union Representative shall be paid for by the Company while all expenses incurred by the Union Representative in attending such a meeting will be the responsibility of the Union.

**5.02** An authorized Bargaining Representative of the Union may have time off for purposes of bargaining without deduction of the time worked for the Company, and without deduction of wages in respect thereof provided that such time is actually devoted to collective bargaining, but only until the expiry date of the Collective Agreement, or the date that conciliation assistance is requested, whichever is later. All time off required after the expiry date of the Collective Agreement or the date that conciliation is requested will be without pay and subsection 5.03 (d) shall apply.

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

(b) A Local President or his delegated representative may attend, up to a maximum of five working days for each absence, to other business of the Union without deduction of the time so occupied in the computation of time worked for the Company.

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

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

receipt of the bill.

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

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

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

(b) Representatives of the Company will meet, quarterly if required, with the President and Vice-presidents of the Union to review alleged abuses regarding the granting or use of time off the job notwithstanding that a matter to be reviewed is, or may be, the subject of a grievance.

**5.06** One representative of each of the Locals with Expertech employees, to a maximum of 35, may attend the Bargaining Caucus of the Union without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof, to a maximum of four days; provided however that the Company is given the names of the delegates two weeks prior to the meeting.

## **ARTICLE 6 EXPENSES**

**6.01** Each party shall bear the expenses incurred by its own Representatives in attending meetings and proceedings contemplated by this

Agreement, and all joint expenses incurred in respect of such meetings and proceedings shall be borne by the parties in equal shares.

## **ARTICLE 7 STRIKES AND LOCKOUTS**

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

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

## **ARTICLE 8 MANAGEMENT RIGHTS**

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

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

## **ARTICLE 9 DEFINITIONS**

**9.01** "Employee" means a person employed in Expertech to do skilled or unskilled manual or technical work in any of the occupations listed in Attachment A of this Agreement, but does not include a person who,

(1) is employed in a confidential capacity in matters relating to industrial relations, or

(2) exercises Management functions.

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

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

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

(b) "Temporary Part-Time Employee" means an employee who was engaged on the understanding that the period of employment was expected to continue for more than three weeks but not more than two years and who is normally required to work less than the basic hours of work for a Full-Time employee. A temporary part-time employee will be scheduled to work a minimum of two days per week except for periods where there is a lack of work.

A Temporary Part-Time employee, upon accumulating 5200 hours worked as defined in the Letter of Intent on Hours Worked, shall be reclassified to Regular Full-Time status in the same occupation and location. Hours worked must be accumulated on a continuous basis, or a non-continuous basis in accordance with the provisions of subsection 9.04(a).

(c) "Probationary Employee"

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

Notwithstanding Article 13 of this Agreement, the Company retains the right to terminate the employment of a probationary employee who is found by the Company to be unsuitable. Such a termination shall be subject to the grievance and arbitration procedures set forth herein.

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

### **Work Completion and Rehiring Temporary Part-Time Employees**

**9.02** For the purpose of sections 9.03 and 9.04, "Time worked" shall be determined in accordance with the Letter of Intent on Hours Worked. This definition shall not be construed as affecting any rights of an employee under the provisions of section 10.01 of this Agreement.

**9.03** When the Company deems it necessary to do so, the employment

of Temporary Part-Time employees shall be terminated starting with the Temporary Part-Time employee who has accumulated the least amount of time worked within his family and reporting centre.

Before a Temporary Part-Time employee is terminated, he will be offered available work within the province, without displacing any existing employee. An employee who accepts to work in another job location as a result of this declaration, will not be entitled to the provisions of Article 23 , however his wage rate would remain unchanged.

**9.04** (a) A Temporary Part-Time employee who has been continuously employed by the Company for six months and whose employment is terminated shall be listed on a rehiring list for former temporary employees in order of accumulated time worked, and shall remain on the rehiring list for a maximum of six months following the end of his last period of employment.

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

(c) A former Temporary Part-Time employee shall be offered to be rehired, in order of accumulated time worked, into a Temporary Part-Time position within his family and reporting centre.

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

(e) Where a former employee does not accept the offer of rehiring or report for duty within the time limits prescribed in subsection 9.04 (d), he forfeits his rights to be rehired in accordance with subsections 9.04 (a) through (d).

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

**9.05** Where a former Temporary Part-Time employee is rehired within his-family and reporting centre, in accordance with the provisions of section 9.04, he shall not be considered to be a probationary employee.

**9.06** The provisions of sections 9.03 and 9.04 shall not apply to an employee who is dismissed in accordance with the provisions of Article 13.

## **ARTICLE 10 SENIORITY**

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

**10.02** All employees covered by this agreement whose immediate managers report directly to the same manager shall comprise a seniority unit.

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

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

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

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

## **ARTICLE 11 FORCE ADJUSTMENT**

### **General**

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

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

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

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

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

### **Temporary Lay-Off**

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

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

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

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



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

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

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

### **Temporary Lay-Off Procedures**

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

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

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

(a) by displacing the most junior employee in another occupation of the same classification, in the same family within the same headquarters,

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

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

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

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

## **Long Term Lay-off**

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

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

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

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

## **Long Term Lay-off Procedures**

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

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

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

(a) to his job classification in another seniority unit within the same headquarters provided the employee is qualified to perform the required work and provided such assignment can be made without displacing a more senior employee,

(b) first to the same position and then to another position or job classification within the employee's seniority unit for which the employee is qualified to perform the required work within such period of time as may be reasonably required, but in any event not more than ten working days familiarization period, and provided that such assignment can be made without displacing a more senior employee,

(c) to another position or job classification in another seniority unit within the same headquarters provided the employee is qualified to perform

the required work within such period of time as may be reasonably required, but in any event not more than ten working days familiarization period, and provided that such assignment can be made without displacing a more senior employee,

(d) an employee having five or more years of net credited service, who cannot be assigned in accordance with paragraphs (a), (b) or (c) of subsection 11.09 (2) may be assigned to an occupation of his job classification in another seniority unit in a headquarters adjacent to his own, provided the employee is qualified to perform the required work and provided such assignment can be made without displacing a more senior employee.

(3) An employee assigned in accordance with paragraph (b) or (d) of subsection 11.09 (2) shall be eligible to living and transportation expenses in accordance with sections 23.08 and 23.09 for a period not to exceed 90 days, provided he reports for work in a headquarters other than his own.

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

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

### **Information Lists**

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

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

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

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

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

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

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

- (a) credit for service
- (b) participation, without payment of premium, in the:
  - (i) Health Plan (including Vision Care)
  - (ii) Dental Plan
- (c) Survivor Protection Program, providing the employee prepays the applicable premiums prior to the commencement of a lay-off.

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

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

- (a) credit for service
- (b) participation, without payment of premium, in the:
  - (i) Health Plan (including Vision Care)
  - (ii) Dental Plan
- (c) Survivor Protection Program, providing the employee prepays the applicable premiums prior to the commencement of a lay-off.

### **Reassignment or Transfer**

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

### **Recall Procedures**

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

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

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

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

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

**11.18** The date of mailing of a registered letter to the employee's last address of record shall be the date of offer of recall.

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

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

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

<b>Net Credited Service on Date of Lay-off</b>	<b>Lay Off Allowance Entitlement</b>
Less than 1 year	0 weeks
1 year but less than 2 years	3 weeks

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

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

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

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

**11.22** (a) In addition to the Lay-off Allowance Plan referred to in section 11.19, a regular employee who is on a temporary lay-off shall be granted, during the first two (2) weeks of such a temporary lay-off, an allowance equivalent to 40% of his regular weekly pay at time of lay-off.

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

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

- (a) When lay-off allowance entitlement is used up.
- (b) When the employee reports for work subsequent to recall.
- (c) When the employee fails to report for work after recall.
- (d) When the employee is disentitled or disqualified from U.I.C. payments.

- (e) When the employee obtains other employment.
- (9) If the employee resigns.

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

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

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

**ARTICLE 12  
SAFETY AND HEALTH**

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

**12.02** It is the Company's responsibility to adopt and introduce, as circumstances may require, reasonable procedures and techniques to provide for the safety and health of employees while at work. The Union may make suggestions regarding safety for consideration by the Company.

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

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

similar accidents in the future.

**12.05** The Company shall pay for all safety equipment that employees are required to wear except for safety footwear. Where employees are required by the Company to wear safety footwear the Company agrees to pay for each employee

- a) the full cost up to a maximum of \$120.00 per calendar year for one pair of safety boots and/or one pair of overshoes to fit safety boots (\$140.00 for the safety boots and/or overshoes to fit safety boots of Line Technicians), or
- b) the full cost up to a maximum of \$85.00 per calendar year for one pair of safety shoes and/or one pair of overshoes to fit safety shoes.

**12.06** (a) The Corporate Safety and Health Committee is composed of *two* members who are employees in the bargaining unit and *two* representatives of the Company. Additionally, *two* representatives of the Union and two representatives of the Company may attend the deliberations of the Committee as “ex officio” members.

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

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

(d) Notwithstanding the provisions of Article 14, any contestations relating to the interpretation, administration or operation of the procedures agreed to by the parties for both the Corporate and local Safety and Health Committees shall not be submitted to the grievance procedure. This subsection does not apply to the provisions contained in Attachments A and B of the agreed procedures relative to both the Corporate and local Safety and Health Committees.

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



**12.07** The number of local Safety and Health Committees shall be as mutually agreed to by the parties. These Committees are composed, in equal numbers, of employees and representatives of the Company.

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

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

**13.02** (a) The Steward or Chief Steward shall, unless the employee objects, be invited by the Manager to be present at any meeting between a representative of the Company and that employee called for the explicit purpose of announcing any measure referred to in section 13.01. Where the Steward or Chief Steward invited by the Manager to attend is not scheduled to work at the time the meeting is to be held he may be replaced by the nearest available Steward representing the bargaining unit, from amongst those designated by the Union as a replacement.

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

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

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

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

**13.06** An employee shall have the right to inspect his disciplinary record annually after making suitable arrangements with his Manager. The employee and/or his Union Representative shall also have the right under the same conditions to inspect the disciplinary record, where the employee grieves the imposition of discipline or a dismissal at the first step of the grievance procedure and at the second step if so requested by the Union.

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

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

### **Security Interviews**

**13.09** The employee shall be advised, in general terms (for example: misappropriation, conflict of interest, breach of trust, etceteras) the nature of the interview, and unless the employee objects, the Steward or the Chief Steward shall be invited by management to attend a Security interview whenever an employee is interviewed by a Security representative of the Company.

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

**13.11** In conducting of such interviews, Company and Union representatives will perform their respective responsibilities in a professional and courteous manner with mutual respect for their counterparts. The main purpose of the interview being to determine the facts in the matter being investigated.

## **ARTICLE 14 GRIEVANCES**

### **Definitions**

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

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

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

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

## **Grievance Procedure - Individual Grievances**

### **Step 1**

**14.01** A grievance shall be submitted within 30 days from the time the employee knew or could reasonably be expected to have known of the event allegedly giving rise to the grievance, to the immediate manager and/or the Regional Manager by:

(a) the employee alone,

(b) the Steward or Chief Steward provided the grievance is signed by the employee.

The manager, receiving a grievance in accordance with the above, shall acknowledge its receipt by signing it and recording the date he was advised of the grievance.

**14.02** The immediate Manager and the Regional Manager shall meet with two representatives to be designated by the Union and, if deemed necessary by either party, the grievor, and shall render their decision within 10 days of being advised of the grievance. A written statement of position shall be entered by Management on the grievance form.

**14.03** Notwithstanding the provisions of section 14.01, in the case of a dismissal or a grievance, which alleges sexual harassment, the matter may be referred directly to the applicable Vice-president of the grievor.

**14.04** Notwithstanding the provisions of section 14.02, for a grievance submitted pursuant to the provisions of section 14.03, the Vice-president shall meet with *two* representatives to be designated by the Union and, if deemed necessary by either party, the grievor, and shall render his decision within 10 days of being advised of the grievance. A written statement of position shall be entered by the Vice-president on the grievance form.

### **Step 2**

**14.05** When the grievance has not been settled at Step 1, it may be submitted to the Company Grievance Committee within 30 days of the disposition of the matter at Step 1.

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

grievance form.

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

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

### **Company or Union Grievances**

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

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

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

(1) in the case of a grievance concerning a practice, procedure, event or circumstance having less than Company-wide application, the parties may mutually agree to waive the meeting and decision at Step 1 and submit the grievance within three days of such a decision to Step 2.

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

### **Time Limits**

**14.12** It is the mutual desire of the parties hereto that grievances be

resolved as quickly as practicable. Time limits are prescribed for this purpose.

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

### **General**

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

- (a) the grievor's name and occupation
- (b) the date of the event giving rise to the grievance
- (c) the nature of the grievance, including loss or detriment alleged to have been suffered
- (d) the remedy sought from the Company
- (e) the Article(s) alleged to have been violated

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

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

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

**14.18** A Manager convening a meeting in accordance with section 14.04

may have another management representative in attendance.

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

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

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

### **Complaint Procedure**

**14.20** (a) A complaint may be submitted orally except that where submitted to Step 2, it shall be in writing.

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

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

**14.22** Subject to section 14.23 it is agreed that a written statement of settlement, or failing settlement, a written statement of Company position, at Step 2 shall constitute the final resolution of the complaint.

**14.23** Where, prior to a Step 2 meeting, the Union alleges that the subject matter of a complaint is a difference relating to the interpretation, application, administration or alleged violation of any provision of this Agreement, the Union shall identify the provision of the Agreement allegedly violated and that matter may then be pursued as a grievance.

## **ARTICLE 15 ARBITRATION**

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

**15.02** It being agreed that the right to arbitration does not extend to any matters other than those expressly mentioned in section 15.01 of this Article, either party may, within 30 calendar days of the expiry of the disposition of the matter at Step 2 of the grievance procedure, but not later, institute arbitration proceedings by written notice to the other party. The notice shall state the matter at issue and shall state in what respect the Agreement has been violated or misinterpreted by reference to the Article or Articles relied upon, or state in what respect the application or administration of the Agreement is being contested. The notice shall also stipulate the nature of the relief or the remedy sought.

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

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

(i) its acceptance of one of the persons proposed by that party to act as an Arbitrator, or

(ii) suggest the names of other neutral persons it proposes to act as an Arbitrator.

(c) Where, within 30 days of the sending of the notice referred to in section 15.02, or such period as the parties may agree, the parties fail to agree on an Arbitrator, either party may apply to the Minister of Human Resources Development Canada to appoint as Arbitrator a person knowledgeable and experienced in the interpretation of written collective agreements. That party shall send a copy of the application to the other party and such party shall, within ten days, advise the other party of its receipt of the application.

**15.04** Where an Arbitrator has been chosen pursuant to section 15.03,

(a) the Arbitrator shall suggest dates on which to commence the hearing of the matter in dispute. Such dates shall be, insofar as possible, within 60 days of the appointment of the Arbitrator, or such longer period as the parties may agree;

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

(c) where the hearing of the matter cannot be completed in one day, it will be scheduled, insofar as possible, to continue within 30 days of the date of the first hearing, or such longer period as the parties may agree.

## **Expedited Arbitration Process**

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

(a) A list of Arbitrators, who shall be mutually agreed to by the parties, will be established according to, and dependent on, their availability.

(b) Unless the parties mutually agree to a different number of days, four **(4)** days per year in each province shall be scheduled in advance, on dates mutually agreed to by the parties, as potential hearing days for the following year.

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

(d) Notwithstanding the above, if the parties agree, any grievance not settled at step 2 may be submitted, by either party, to the Expedited Arbitration Process provided there is sufficient time remaining within the sitting days scheduled in 15.05 (b) and notice is provided as indicated in 15.05 (c)

## **General**

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

(a) uphold the penalty,

(b) reverse the penalty, or

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

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

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



proceedings.

**15.09** If at Step 2 of the grievance procedure the parties are unable to agree as to whether the matter at issue is one relating to an alleged violation of section 13.01, the procedure described in section 15.05 shall not apply.

**15.10** The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions thereof, and in reaching its decision it shall be bound by the terms and provisions of this Agreement.

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

**15.12** The decision of the Arbitrator shall be final and binding on the parties, but such decision shall not have retroactive effect prior to the date of the occurrence on which the grievance is based.

**15.13** Notwithstanding the above, both parties may, subject to mutual agreement, proceed to mediation with any issue falling under the provisions of article 15.01. The decision to proceed to mediation is without prejudice to either parties' rights under article 15, should such mediation be deemed unsuccessful by either party.

## **ARTICLE 16 TECHNOLOGICAL CHANGE**

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

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

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

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

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

(a) the nature of the technological change

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

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

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

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

**16.04** Where within 12 months of the date on which the Company effected, in a location, a technological change for which notice is required under section 16.03, the Company requires a further reduction of the work force in that location as a result of the ongoing effects of that technological change, the provisions of sections 16.02 and 16.05 to 16.11 inclusive shall apply to the employees affected.

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

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

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

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

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

**16.08** (a) Termination allowances in amounts computed in accordance with subsection 16.08 (c) shall be paid to employees whose service is terminated by the Company and the termination is directly attributable to a technological change, unless:

(i) the employee is retiring on pension where the Company has been advised, in advance of the notification of technological change given pursuant to section 16.03, of his intention to retire on pension.

(ii) the employee is leaving the service at the compulsory retirement age and is eligible to a deferred annuity.

(b) Termination allowances will not be paid to employees who are dismissed for misconduct, or resign.

(c) The amount of termination allowance paid in accordance with this Article will be computed as follows:

<b>Termination Allowance</b>		
Net Credited Service		
Period Completed	But Less Than	No. of Weeks Pay
-	2 years	2

2 years	3 years	4
3 years	4 years	6
4 years	5 years	8
5 years	6 years	10
6 years	7 years	12
7 years	8 years	14
8 years	9 years	16
9 years	10 years	18
10 years	11 years	21
11 years	12 years	24
12 years	13 years	27
13 years	14 years	30
14 years	15 years	33
15 years	16 years	36

For each subsequent  
6 month period:

16 years through 25 years	2
From 25 years	2 1/2

**16.09** If an employee with six months or more net credited service is transferred or re-assigned as a result of technological change to a position or occupation different from the one immediately prior to the transfer and the basic rate of pay for the new position or occupation is lower, the employee so transferred will receive a "Transfer Indemnity" paid as a lump sum calculated on the basis of the differential between the rates of pay for a period of twelve months.

**16.10** If an employee is transferred to another locality as the result of technological change and in accordance with the definition of a transfer contained in Article 22 or paragraph (iv) of subsection 23.01 (a), the provisions of section 22.09 shall apply.

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

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

(i) the employee becomes eligible to a deferred annuity under the Plan as a result of any applicable law now or hereafter enacted, or any change in the Plan, or

(ii) the employee, subsequent to his termination of employment, is re-employed by the Company and becomes eligible to another annuity as provided under the Plan.

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

## **ARTICLE 17 WAGE ADMINISTRATION**

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

### **Rates of Pay for Part-Time Employees**

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

### **Higher Rates of Pay to Individual Employees**

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

### **Demotional Treatment**

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

## **Wage Increases**

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

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

(c) Where an employee receives a notice pursuant to subsection 17.05 (b) he may, within ten days of receipt of the notice, review, with his immediate supervisor, the reasons for the withholding of the increase. Should the employee, following the review, believe the action is unwarranted, he may take the matter up as a grievance.

**17.06** The time intervals for each step of each wage schedule in Attachment C shall be 1040 regular hours worked.

**17.07** The effective day for an increase shall be the first day of the pay period following the achievement of the step of the wage schedule.

## **Pay Days**

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

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

## **Promotional Treatment**

**17.10** When an employee is promoted to a higher class job and a different wage schedule he shall move immediately to the starting step on the new schedule. He shall be eligible for a progressional increase on the new schedule 1040 regular hours worked after promotion.

**17.11** In the event that an employee reclassified as a result of the implementation of the new skill based model has an opportunity to temporarily or permanently move up to a higher occupation in which the employee had previously worked for at least three (3) consecutive months, the employee shall

be entitled to the top rate for that occupation provided such reclassification occurs not later than November 30, 2008.

## **ARTICLE 18 HOURS OF WORK**

### **Definitions**

For the purpose of this Agreement,

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

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

(b) "Scheduled Tour of Duty" means a tour of duty not exceeding the basic hours of work per day, which an employee is scheduled to work and of which he has been advised in advance.

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

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

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

### **Full-Time Employees**

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

The basic hours of work per week for a full-time employee shall be 40 hours on the basis of a five-day week. However, the basic hours of work may be averaged over a two week period on the basis of ten days totalling 80 hours.

### **Part-Time Employees**

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

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

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

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

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

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

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

**18.09** At least three days' notice, by posting, shall be given by the Company to an employee who is to be changed from his scheduled tour of duty. Any change in scheduled tour of duty arising from the application of section 18.07 shall not require notice by posting.

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

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

### **Meal Period**

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

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

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



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

### **Premium Pay for Changes in Scheduled Tours**

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

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

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

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

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

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

**18.17** (a) If a full-time employee is given less than three days' notice, by posting, of a change in his scheduled work week, he shall be paid one-half time extra for time worked on a day outside the work week previously scheduled, but only for the number of days by which the notice given is short of the three day notice requirement. Any change in scheduled work week arising from the application of section 18.07 shall not require notice by posting.

(b) The three days' notice as referred to in subsection 18.17 (a) will commence on the day following the actual day of notice to either the new tour of duty which is outside the previous scheduled work week or to the cancelled tour of duty, whichever comes first.

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

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

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

**18.19** Differentials shall not be paid:

- (a) For any period when an employee is being paid on an overtime basis.
- (b) For paid absence from duty
- (c) For any period where an employee is being paid a premium under sections 18.16 or 18.17, except that differentials shall be paid for off-normal tours of duty worked on Sunday where an employee is changed from one scheduled tour of duty to another without four days' notice being given.

**18.20** An employee whose shift starts or ends between 12:01 A.M. and 5:59 A.M. shall be paid a differential of \$3.86, in addition to any other premiums or differentials, which are applicable

### **Sunday Premium Pay**

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

**18.22** This premium shall not be included in wage payments for paid absence from duty, or for any time for which an employee is receiving a rate of pay which, exclusive of tour differentials provided in sections 18.18 and 18.20 and the special compensation provided in section 18.23, is higher than his basic rate of pay.

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

**18.23** An employee who works on Christmas Eve or New Year's Eve, shall be

paid straight time extra for all time worked between the hours of 6:00 P.M. and 12:00 Midnight.

### **Time Spent Travelling in Company Vehicle**

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

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

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

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

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

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

(c) Travel time under subsection 18.26 (a) and (b) shall be paid for on a straight time basis.

### **Relief Period**

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

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

### **Work at a Visual Display Terminal**

**18.28** An employee working continuously at a Visual Display Terminal shall not

be scheduled more than two hours on duty without a relief or meal period. Where a relief or meal period cannot be so scheduled, the employee shall be entitled to take a five minute break after two continuous hours work at a Visual Display Terminal.

## **ARTICLE 19 OVERTIME**

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

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

**19.02** Except where otherwise provided herein, overtime which is compensated at the employee's hourly rate multiplied by either one and one-half times or two times the hours worked:

- (a) in excess of eight hours per employee in one week  
and
- (b) in excess of 16 hours in a designated four week period

shall be on a voluntary basis.

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

**19.04** (a) Day Tours

An employee is entitled to a minimum of eight consecutive hours off work during the 24 hour period commencing with the start of his regular tour. Seven of these hours should normally be between the hours of midnight and 7:00 A.M. for those employees working a day tour. An employee who works non-scheduled overtime (that is, overtime without 48 hours notice), shall have the hours worked between midnight and 7:00 A.M. reduced from his next scheduled tour provided that the employee begins the next scheduled tour within eight hours of the conclusion of the overtime hours worked. Where the overtime immediately precedes his next scheduled tour or if the Company requires the employee to commence his next scheduled tour without eight consecutive hours off the job, the length of his tour shall be reduced by an amount of time equivalent to the overtime hours worked between midnight and 7:00 A.M. All employees will be

paid on a straight time basis for any time on his next scheduled tour for which he is excused because of working on an overtime basis between the hours of midnight and 7:00 A.M.

(b) Off-Normal Tours

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

**Overtime Payments -  
Full-Time Employees**

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

- (a) in excess of eight hours in one week which has been compensated at time and one-half, or
- (b) on a Sunday without 48 hours' notice, or
- (c) in excess of the basic hours of work on a holiday without 48 hours' notice

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

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

<b><u>Minutes Worked</u></b>	<b><u>Reported To Nearest ¼ Hour</u></b>	<b><u>Time to Be Paid</u></b>
----------------------------------	--	-----------------------------------

8 - 22	$\frac{1}{4}$	$\frac{3}{8}$
23 - 37	$\frac{1}{2}$	$\frac{3}{4}$
38 - 52	$\frac{3}{4}$	1 $\frac{1}{8}$
53 - 67	1	1 $\frac{1}{2}$
68 - 82	1 $\frac{1}{4}$	1 $\frac{7}{8}$
83 - 97	1 $\frac{1}{2}$	2 $\frac{1}{4}$
98 -112	1 $\frac{3}{4}$	2 $\frac{5}{8}$
113 -127	2	3
128 -142	2 $\frac{1}{4}$	3 $\frac{3}{8}$
etc.	etc.	etc.

**19.07** A meal period shall not be included in the calculation of overtime but shall not break the continuity of such overtime.

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

**19.09** (a) An employee who is required to work overtime which does not immediately precede or continue after his scheduled tour of duty, and who reports for work, shall be paid on an overtime basis for all such overtime worked. If the employee has not been given 48 hours' notice of such overtime work, he shall receive an additional one hour's pay except where the provisions of section 18.07 apply.

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

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

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

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

**19.11** A part-time employee, who works more than his scheduled hours on any day, shall be paid on a straight time basis until he has worked 8 hours per day, and on a time and one-half basis for time worked in excess of 8 hours per

day.

**19.12** A part-time employee, who works more than his scheduled tours of duty in any week, shall be paid on a straight time basis until he has worked 5 tours of duty and 40 hours per week, and on a time and one-half basis for time worked in excess of 5 tours of duty and 40 hours per week.

**19.13** Payment for overtime worked

(a) in excess of eight hours in one week which has been compensated at time and one-half under the provisions of section 19.11 or 19.12, or

(b) On a Sunday without 48 hours' notice,

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

**Time off in Lieu of Overtime Payment**

**19.14** Except for overtime compensated under the provisions of sections 19.09 and 19.10, an employee may request to be compensated for overtime hours worked by time off in lieu of overtime payment, from his scheduled tours of duty. This time off shall constitute full compensation for those hours. An employee's request to bank such time off in lieu of overtime payment must be made known to his manager at the time the employee is assigned to work overtime. The total number of hours banked by an individual employee for purposes of time off in lieu of overtime payment shall never exceed 120 hours at any one time.

(a) Time off in lieu of overtime payment for overtime hours worked at straight time shall be banked on the basis of one hour for each hour of overtime worked and, when taken, shall be paid at the employee's basic rate of pay. On the same basis, an employee may also request to be compensated by time off in lieu of payment of premiums provided under section 18.21 and in accordance with the provisions of this section.

(b) Except for time banked in accordance with the provisions of subsection 19.14 (a), time off in lieu of overtime payment shall be banked on the basis of one and one half hours for each hour of overtime worked, and when taken, shall be paid at the employee's basic rate of pay.

(c) Banked time off in lieu of overtime payment shall be scheduled, subject to service requirements, at a time mutually agreed to by the employee and the Company. The minimum amount of time off which may be granted under this section shall be one (1) hour.

(d) Notwithstanding the above, if a Temporary Part Time employee has their scheduled work week reduced to less than 39.0 hours, they may elect to

utilize any accumulated banked overtime they may have to increase their total hours up to 39.0 hours for the week.

## **ARTICLE 20 HOLIDAYS**

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

New Year's Day	National Holiday
Alberta Day (Feb – Alberta Only)	(Quebec only)
Good Friday	Canada Day
Victoria Day (all provinces except Quebec)	Civic Holiday (Ontario only)
Journée des patriotes (Quebec only)	First Monday in August (Quebec only)
Third Monday in June (All Provinces except Alberta and Quebec)	Labour Day
	Thanksgiving Day
	Christmas Day
	Boxing Day (December 26)

**20.02** Civic Holiday (Ontario only) and the First Monday in August (all provinces, except Ontario) are substituted respectively for Remembrance Day.

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

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

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

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

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

### **Day Off With Pay**

**20.06** In addition to the holidays stipulated in section 20.01, each employee in the employ of the Company on November 1st, with the exception of an employee who is on an unpaid leave of absence in excess of two weeks and not covered under Article 32 of this Agreement, shall be granted a day off with pay at his basic rate of pay for that day, or if a part-time employee, at the rate of



10% of his earnings, excluding overtime and differential payments, for the pay period immediately preceding the day off with pay, not to exceed one-fifth of the employee's basic rate of pay.

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

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

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

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

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

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

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

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

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

(b) If an employee has not been given 48 hours' notice of a

requirement to work on a holiday, he shall be paid double time for all time worked up to his basic hours of work for that day, plus one additional hour's pay at straight time, with a minimum guarantee of four hours' pay at straight time.

**20.12** Where a part-time employee is required to work on a paid holiday which is included in his weekly schedule, he shall be paid 10% of his earnings, excluding overtime and differential payments, for the pay period immediately preceding the holiday, not to exceed one-fifth of the employee's basic rate of pay. In addition, he shall be paid in accordance with subsection 20.11 (a) or 20.11 (b).

## **ARTICLE 21 ANNUAL VACATION**

### **NOTE:**

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

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

For purposes of this Article:

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

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

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

**Years of  
Net Credited  
Service**

**Weeks  
of  
Vacation**

1  
10  
18  
25

3\*  
4\*  
5\*  
6\*\*

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

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

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

**21.04** In this Article, when a calendar week falls in two months, such calendar week shall be considered to be in the month in which the Wednesday of the week falls. This same interpretation shall apply in determining the end of April for scheduling under the provisions of section 21.05 or rescheduling under the provisions of section 21.17.

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

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

- (a) his full vacation if he completes six months of service during such year, or
- (b) one week's vacation if he completes less than six months of service during such year.

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

**21.08** Vacation schedules shall be prepared each year by the Company between January 1st and February 1st with due consideration to seniority,

provided, however, that such schedules shall be arranged as to cause, in the judgment of the Company, the least possible interference with efficient performance of the work. In general, vacations shall commence at the beginning of the calendar week unless the demands of the work make this impossible.

**21.09** For the purpose of vacation selection, all employees reporting to the same immediate manager shall be considered a seniority unit.

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

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

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

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

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

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

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

**21.12** (a) In the year he is to complete 5 years of net credited service and in each of the subsequent years, an employee, who so requests it, is entitled to a minimum of one week of vacation during the period of June through September.

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

**21.13** For the purpose of subsection 21.12 (b), the vacation schedule shall be prepared so that the total number of employees on vacation at any time

during the period of June through September in the immediate manager's group does not exceed 25%. This percentage shall be based on the number of employees in that group on January 1st of the vacation year.

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

(b) For each week the Company blocks-out, during the period June through September, the number of vacation weeks blocked out will be added back into the schedule in accordance with the table below:

<b><u>Week Blocked Out In</u></b>	<b><u>Vacation Week(s) Added In</u></b>
June	June or July
July	July or August
August	July or August
September	August or September

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

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

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

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

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

(b) The percentage level of vacation pay an employee was

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

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

and in addition,

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

or

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

### **Pay in Lieu of Vacation**

**21.19** When an employee resigns, is laid off, is dismissed, or has completed his work, he shall be granted pay in lieu of vacation for the current calendar year calculated in the manner set forth in sections 21.20 through 21.23 inclusive.

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

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

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

or,

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

(c) The percentage level of pay in lieu of vacation an employee was entitled to on February 11, 1991 on any difference between his earnings in the calendar year for which the vacation is given and his basic pay for this calendar year in accordance with the provisions of subsection 21.21 (b), shall remain unchanged.

**21.22** Notwithstanding the provisions of section 21.21, an employee who is engaged or placed into this bargaining unit on or after February 11, 1991, who has one or more years of net credited service and who works six months or more in the year of separation shall be granted pay in lieu of vacation as follows:

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

and in addition,

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

or

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

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

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

or

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

each week of vacation.

**21.24** The amount of pay in lieu of vacation to be granted in accordance with sections 21.21, 21.22 and 21.23 shall be reduced by the amount of the pay applicable to any part of a vacation for the current calendar year taken by the employee before he left the Company's service.

## **ARTICLE 22 TRANSFERS AND REASSIGNMENTS**

### **Definitions**

"Headquarters" means a locality and its contiguous territory in and from which an employee normally works as provided in Attachment B of this Agreement.

"Reassignment" means an employee's assignment to another occupation and/or another work location within the employee's headquarters, or in the case of an employee in Toronto or Montreal, within his headquarters and within a 20 airline km radius from his reporting centre.

"Transfer" means the assignment of an employee on the basis that he will be required by the Company to begin or end his scheduled tour of duty in a headquarters other than his own, or in the case of an employee in Toronto or Montreal, to another headquarters or to a reporting centre other than his assigned reporting centre and more than 20 airline km from his assigned reporting centre. Transfers cannot be used to move employees between classes.

"Upgrade" means the reassignment of an employee to an occupation of a higher classification.

"Demotion" means the reassignment of an employee to an occupation of a lower-rated classification.

"Lateral" means the reassignment of an employee to a different recognized function within the same occupation, or to another occupation of the same classification as the employee's former occupation.

"Reclassification" means a change to the employment status of an employee (e.g., from Temporary to Regular, from Temporary Part-Time to Regular Full-Time).

"Reporting centre" shall mean a specified location provided for the use of



the Company, in an employee's headquarters, and may be a work centre, central office, locker location, storeroom, customer's premises, temporary training centre, warehouse or other Company premises or similarly fixed location to which an employee is assigned.

"Job location" shall mean any other location to which an employee is assigned to report, which is not his reporting centre.

"Reporting locality" is defined as being within the limits of a circular area having a radius of 2 airline km from the employee's regular reporting centre.

**22.01** Each employee shall be assigned a reporting centre by the Company within a headquarters as listed in Attachment B. An employee is to be notified in writing by the Company of a change in reporting centre.

### **Transfers**

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

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

(c) To be eligible for a transfer the employee's performance on his existing job must meet job requirements.

**22.03** Notwithstanding the provisions of sections 22.02, 22.10 and 22.11, the transfer of an employee to a special project or an assignment such as centralized analysis centre, mod-squad, Regional staff, Bell Northern Research, or to a Plant Training Centre to attend training courses, shall be for the period of the project, the assignment or the length of the training course, and shall be considered a temporary transfer. Travel allowance or living and transportation expenses shall be paid, as applicable, in accordance with Article 23, for the duration of the temporary transfer.

**22.04** Sections 22.02 through 22.12 inclusive shall not apply to the reassignment of an employee affected under the provisions of Article 11.

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

### **Permanent Transfer**

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

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

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

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

### **Temporary Transfer**

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

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

**22.12** It is the Company's intention that on completion of a temporary

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

### **Reassignments**

**22.13** (a) In the selection of an employee for:

- a permanent lateral reassignment, or
- a temporary lateral reassignment for more than 30 days,

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

(b) The provisions of subsection 22.13 (a) shall not apply to a temporary reassignment of an employee to a special project or an assignment such as centralized analysis centre, mod-squad, Regional staff, Bell Northern Research, or to a Plant Training Centre to attend training courses, providing that the employee selected volunteers for that project or assignment. Travel allowance shall be paid, in accordance with section 23.04, for the duration of the temporary reassignment.

(c) To be eligible for a reassignment the employee's performance on his existing job must meet job requirements.

### **Exceptions**

**22.14** Notwithstanding the provisions of sections 22.07, 22.08, 22.10, 22.11, 22.13, Article 24 and section 33.02, all related to the movement of employees, certain circumstances may require normal job filling procedures to be by-passed. Accordingly, the Company may fill a position within the bargaining unit for the following reasons, as appropriate:

- (a) Health or Disability

for reasons of health or disability affecting a person employed by the Company in any bargaining unit, or

where a Company employee returns from another bargaining unit following a placement for reasons of health or disability;

(b) Surplus

where the Director of Human Resources and the President of the Union agree that a number of employees are surplus. Where no such agreement can be reached, the Company retains its right to invoke the provisions of Article 11;

(c) Demotion Within Unit

where an employee is involuntarily demoted within the bargaining unit;

(d) Business Needs

from March 22 of each year, the Company may fill up to three job openings, no more than two of which may be Company initiated upgrades, in each six month period in each District of the Company, for the purpose of the "needs of the business", as defined by the Company;

(e) Placement of Former Manager

where a former manager, with the exception of an employee who had been assigned to an acting or temporary management position, is placed into the bargaining unit, the District into which the person is placed will forfeit one of the "needs of the business" placements as referred to in subsection 22.14 (d);

(f) Employment Equity

where a person is placed into the bargaining unit, for the purpose of Employment Equity, in accordance with section 33.02;

(g) Redeployment, New Business and New Technology

where a person is moved within, or placed into, the bargaining unit for reason of

(i) redeployment due to lack of work or priority of work,  
or

(ii) the start-up of a new business opportunity or the initial introduction of new technology.

The Company agrees to initiate local meetings between management and Union Representatives to explore the options available and possible alternatives to deal with these situations. The agreement of the National Union and Corporate Human Resources is required to approve the application of this exception. The Union agrees that its approval in these situations will not unreasonably be withheld;

Where, within 12 months of an employee being involuntarily transferred under the provisions of paragraph (i) above, there is a permanent job opening in the employee's previous headquarters, the affected employee shall be offered the opportunity, under this sub-section, to return to his original headquarters, provided that he has the necessary qualifications for the job opening.

(h) Return from Leave of Absence

where a person returns to the bargaining unit following a leave of absence approved by the Company;

(i) Transfer from another bargaining unit or Company

where, for business reasons, a person is placed into the bargaining unit from another bargaining unit or Company. The agreement of the National Union is required to approve the application of this exception.

The Company shall inform the Local Steward, on a form supplied by the Company, of any position within the bargaining unit filled for any of the reasons noted above.

**ARTICLE 23**  
**TRAVEL ALLOWANCE, LIVING AND TRANSPORTATION EXPENSES PAID**

**Travel Allowance To and From  
the Job**

**23.01** (a) Where the notice referred to in section 22.01 has been given and where an employee is assigned inside his headquarters

(i) to a reporting centre less than 30 airline km from his reporting centre, less than 20 airline km in the case of an employee in Montreal and Toronto, that location shall become his reporting centre 30 days following the first day he reports to that location or, where he elects to invoke the provisions of subsection 23.02 (b), paragraph (i), 30 days following the first day he reports, or

the date of election, whichever comes first.

(ii) to a reporting centre 30 or more airline km from his reporting centre, 20 or more airline km in the case of an employee in Montreal and Toronto, and closer to his home than his reporting centre, that location shall become his reporting centre 30 days following the first day he reports to that location.

(iii) to a reporting centre 30 or more airline km from his reporting centre and further away from his home than his reporting centre, that location shall become his reporting centre 120 days following the first day he reports to that location.

(iv) to a reporting centre 35 or more airline km from his reporting centre, 20 or more airline km in the case of an employee in Montreal and Toronto, and further away from his home than his reporting centre, he may elect the provisions of subsection 23.01 (a) paragraph (iii) or to change his residence in accordance with the provisions of section 22.09 in which case that location shall become his reporting centre immediately.

(b) Where the notice referred to in section 22.01 has been given and where an employee is assigned to a reporting centre outside his headquarters, that new location shall become his reporting centre 120 days following the first day he reports to that location.

(c) Where an employee is assigned to a location other than his assigned reporting centre, he will be eligible for the payment of travel allowance as provided in subsection 23.04 (a) until such time as that location becomes his reporting centre.

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

(b) Where an employee is directed to start or end his tour of duty at a job location outside of his reporting locality but within 30 airline km of his reporting centre, within 20 airline km in the case of an employee in Montreal and Toronto, and where there is no convenient public transportation to that job location, the employee may either:

(i) report to his reporting centre, provided that he advises his manager in advance, or

(ii) agree to report directly to the job location, as directed, in which case the provisions of section 23.04 apply.

**23.03** Where an employee starts and ends his tour of duty within the

boundaries of his reporting locality, travel allowance will not be paid.

**23.04** (a) Except as otherwise provided in sections 23.05 and 23.06, where an employee who is providing his own transportation to travel daily between his home and the work location, and who so travels on his own time, is required to begin or end his tour of duty at a point beyond the boundaries of his reporting locality, he shall be paid, travel allowance for mileage incurred, in accordance with the following:

By determining the kilometres between his permanent and new work locations: and

For the first 5000 km in a calendar year 41.0 cents per km;  
5000 and over km's in the calendar year 35.0 cents per km.

(b) Travel allowance shall only be paid in accordance with subsection 23.04 (a) where the employee reports to a work location, which is further from his home than his reporting centre.

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

- (a) the employee commences work very early in the morning, or
- (b) the employee finishes work very late at night, or
- (c) inclement weather results in hazardous driving conditions, or
- (d) the employee does not have access to convenient public transportation.

**23.06** Where an employee is required to begin or end his tour of duty at a point more than 72 airline km from his reporting centre, the Company shall pay his actual living and transportation expenses, at or near the location of his temporary assignment, or, if the Company and the employee agree, he may be permitted to return home daily and he shall be paid a daily travel allowance as provided for in section 23.04.

**23.07** Five days notice shall normally be given to an employee who is required by the Company to be away from his home for an overnight or longer period. Where such notice is not given, an employee shall be paid one-half time extra for the basic hours of work for as many days as he is away overnight for the

balance of the five day period.

### **Living and Transportation Expenses Paid Living Expenses**

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

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

(b) a per diem allowance of

(i) \$50.00 per calendar day,  
if the employee is away for a full calendar day, or

(ii) \$9.00 if away over the breakfast period, \$14.00 if away over the lunch period, and \$27.00 if away over the dinner period  
if the employee is away for less than a full calendar day.

(c) the per diem allowance referred to in subsection 23.08 (b) shall cover all expenses incurred by an employee who is required to travel on Company business except for local transportation and as otherwise specifically provided in this Article.

### **Transportation Expenses**

**23.09** Transportation expenses means, subject to section 23.14, expenses incurred for transportation by common carrier or equivalent.

**23.10** It is the Company's intention with respect to living and transportation expenses that, except as provided in subsections 23.08 (b) and (c) and section 23.14, an employee be reimbursed on the basis that there will be neither financial loss or gain to the employee for reasonable expenses incurred.

**23.11** Transportation expenses shall be paid by the Company when an employee incurs such expenses on a job assignment except when an employee is being paid a travel allowance.

**23.12** Periodic Trips

(a) An employee, assigned to a headquarters in Ontario or Quebec, who is receiving living expenses, while on a job assignment in Ontario or Quebec, shall be entitled to a trip to and from his home once every week. Such employee shall be paid on a straight time basis for travel time required by commercial transport to the extent



that such time is outside the time paid for work on that day. In addition, he shall be paid for transportation expenses.

- (b) An employee, assigned to a headquarters in Ontario or Quebec, on a job assignment to a work location outside of Ontario or Quebec, and any employee from other provinces, who is receiving living expenses shall be entitled to periodic trips to and from his home based on the following:

Distance from home or report center (whichever is closer) to the work location is:

72-1000 airline km's shall be entitled to a trip to and from his home once every week

More than 1000 km's shall be entitled to a trip to and from his home at least 16 times per year based on the periodic calendar.

There shall be at least 16 periodic trips per calendar year designated on specific dates:

One (1) trip in conjunction with Christmas/ New Years period

The remaining trips will be scheduled throughout the year taking into account statutory holidays and the dates for these shall be agreed upon annually by the Company and the Union.

Note: these dates may be adjusted with mutual consent to take into account the employee's annual vacation period.

Such employee shall be paid on a straight time basis for travel time required by commercial transport to the extent that such time is outside the time paid for work on that day. In addition, he shall be paid for transportation expenses.

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

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

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

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

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

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

**23.18** An employee who is being transported in a Company-owned or leased vehicle shall return to his assigned reporting centre daily from all distances up to 72 airline km from that reporting centre. If working more than 72 airline km from his reporting centre, an employee may be asked to return to his reporting centre *or* remain at the distant location at the option of the Company. If required to remain at the distant location he shall be eligible to living expenses in accordance with section 23.08. An employee will not be asked to remain at the distant location for more than one night except in cases of emergency.

## **ARTICLE 24 JOB POSTING PROCEDURES**

### **Definitions**

"Family" means the groupings of jobs as provided in Attachment D of this Agreement.

"Normal Servicing Territory (NST)" means a geographic entity as provided in Attachment E of this Agreement.

"NST Lateral Job Posting" means a posting within the NST that will result in the lateral transfer or reassignment of an employee within the NST.

"NST Upgrade Job Posting" means a posting within the NST that will result in the reassignment of an employee to an occupation of a higher classification, within the NST.

“Company-wide Job Posting” means a posting throughout the Company for which all regular employees may apply.

### **Job Opening**

- 24.01** (a) The definition of a job opening for the purposes of the job posting procedure is:
- (i) Any permanent addition or replacement to the Regular Full-Time employee staff within an NST,
  - (ii) Any permanent upgrade within an NST,
  - (iii) When a job has been filled by a temporary transfer or temporary reassignment, by either one or more individuals, for 24 consecutive months,
- (b) Notwithstanding the provisions of subsection 24.01 (a), there are no job openings created:
- (i) When organization structures are merged or otherwise reorganized, when functions are realigned, or when employees follow their work into another NST in connection with a closure, consolidation or centralization;
  - (ii) When a Temporary Part Time employee, having 5200 cumulative hours worked, is being reclassified to Regular Full Time.

### **Temporary Upgrades**

- 24.02** (a) (i) Any temporary upgrade of an employee, which is expected by the Company to last for less than 6 months, may be made at the discretion of the Company.
- (ii) Any temporary upgrade of an employee from within the NST, which is expected by the Company to last at least 6 months, not to exceed 24 months, is to be offered to the most senior available employee from among those who are qualified within the same family at the time the temporary upgrade is to be made. Where an employee declines the opportunity for such a temporary upgrade, the Company shall offer the temporary upgrade to the next most senior available employee from within the family who is qualified. An employee who accepts such an assignment will not be eligible for the allowances and expenses set forth in Article 23.

(b) If there are no employees available, or willing, to accept a temporary upgrade as provided under paragraph (ii) of subsection 24.02 (a), the Company may offer the opportunity to an available employee in another family within the NST, or to an available employee within the same family in another NST, who is qualified to perform the required work.

(c) An employee may not be placed on a temporary upgrade for greater than 24 continuous months.

### **Job Posting Procedures**

#### **24.03**

(a) When there is a job opening as defined in subsection 24.01 (a), it will be filled in the following order:

(i) NST Lateral Job Posting

(ii) NST Upgrade Job Posting

or

Company-wide Job Posting.

(iii) Any other person, including Clerical and Associated employees.

(b) It is understood that the Company shall be required to conduct only one NST Lateral Job Posting in accordance with the provisions of subsection 24.03 (a) (i) prior to utilizing either the NST Upgrade or Company-wide Job Posting Procedures. It is recognized that the posting of the position under the NST Lateral Job Posting procedure may change the occupation or location for which the Company subsequently posts an NST Upgrade or Company-wide Job Posting, as applicable. The Company reserves the right to re-evaluate its need to access the NST Upgrade or Company-wide Job Posting procedures based on the outcome of the NST Lateral Job Posting procedure.

(c) In the event that the successful candidate, selected in accordance with the provisions of section 24.06, comes from another NST and the Company determines that there is a need to fill the position so vacated, it may, within a period of 30 days, proceed directly to utilizing either the NST Upgrade or Company-wide Job Posting procedures of subsection 24.03 (a) (ii) without first utilizing the NST Lateral Job Posting procedures of subsection 24.03 (a) (i).

(d) In the event that the Company has utilized the Company-wide job posting process five times in order to fill successive vacant positions as a result of filling an initial job opening, the Company may re-evaluate its need to further access the job posting process and may proceed directly to utilizing paragraph (iii) of sub-section 24.03 (a).

(e) The Company shall post the available position for:

(i) seven (7) working days in the case of an NST Lateral Job Posting or NST Upgrade Job Posting,

(ii) seven (7) working days in the case of a Company-wide Job Posting.

(9) An employee wishing to be considered by the Company must respond to the job posting within the posting period specified in subsection 24.03 (e). It is understood that an employee may only be considered for the posted position provided that the employee's performance on his existing job meets job requirements.

(g) When a job opening as defined in 24.01 (a) (iv) has been filled through the job posting process, the Company can consider to stop the job posting process or continue with the job posting process to fill the job vacated by the successful candidate.

### **Selection Order**

**24.04 NST Lateral Job Posting** -from among the job posting applicants, candidates are to be selected on the basis of the most senior from among those who are qualified to perform the required work within such period of time as may be reasonably required but in any event not more than ten (10) working days familiarization period, in the following order:

(a) from employees having the same occupational title and of the same class as the job opening,

(b) from employees in positions within the same family and of the same class as the job opening,

(c) from employees in positions in a different family, having a different occupational title, and of the same class as the job opening, (for Builder postings only).

**24.05 NST Upgrade Job Posting** - from among the job posting applicants, candidates are to be selected on the basis of the most senior from among those who are qualified, within the same family as the job opening.

**24.06 Company-wide Job Posting** - - from among the job posting applicants, candidates are to be selected on the basis of the most senior from among those who are qualified to perform the required work within such period of time as may be reasonably required but in any event not more than ten (10) working days familiarization period, in the following order:

(a) from among the Regular Full-Time employee applicants

(i) having the same occupational title and of the same class as the job opening,

(ii) in positions within the same family and class as the job opening,

(iii) in positions within the same family and different class as the job opening,

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

(v) in positions in a different family, having a different occupational title, and of a different class than the job opening.

(b) from among the Temporary Part-Time employee applicants, in the order specified in subsection 24.06 (a).

**24.07** (a) The Company will provide information to designated Local Officers of the Union concerning the posted position and results of the posting, as mutually agreed to by the parties.

(b) The results of the posting will be made known to all employees who responded to the job posting.

(c) The mechanics of the job posting procedure shall be as agreed to by the parties.

### **Exceptions**

**24.08** The exceptions outlined in section 22.14 may require the normal job filling procedures specified for the Job Posting Procedures to be by-passed.

## **General**

**24.09** It is understood that service requirements may prevent a successful applicant from immediately assuming a permanent position for which he has applied under the Job Posting Procedures; nevertheless the date an applicant can be released from his current job will not prevent him from being selected for the permanent position. Positions may be filled temporarily pending the final availability of the employee who is to fill the job.

**24.10** The Job Posting Procedures shall not apply to an employee in the 24 months subsequent to his engagement or re-engagement, or in the 24 months subsequent to his appointment to a position resulting from an NST Upgrade Job Posting or a Company-wide Job Posting, or in the 12 months subsequent to his appointment to a position resulting from an NST Lateral Job Posting application except

(a) that an employee who is appointed to a position as a result of a Job Posting application may, during this freeze period, apply for an NST Upgrade Job Posting at that location;

(b) where an employee's reporting centre is changed by the Company.

**24.11** When a permanent relocation is arranged as a result of a Job Posting application, the cost of the relocation will be borne entirely by the employee and that location becomes his reporting centre on the first day he reports.

**24.12** (a) The Job Posting procedures apply only to Regular Full-Time or Temporary Part-Time employees.

(b) (i) Under the NST Lateral and NST Upgrade Job Posting procedures, an employee cannot request to be reclassified from Temporary Part-Time to Regular Full-Time status.

(ii) Notwithstanding the above, a Temporary Part-Time employee may apply for a Regular Full-Time job opening through the Company-wide Job Posting procedure, subject to 24.10.

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

**25.01** An employee having six months net credited service, or more, who is scheduled to work 30 hours or more per week and who is absent on account of sickness or quarantine, shall be paid for continuous absence from scheduled

assignments, exclusive of scheduled overtime not worked, prior to the eighth full calendar day of such absence as follows:

(a) An employee with six months but less than four years service shall be paid at seventy-five percent (75%) of the employee's basic rate for that part of the absence in excess of two consecutive scheduled half tours;

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

(c) An employee with four or more years service shall be paid at seventy-five percent (75%) of the employee's basic rate for the full absence.

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

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

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

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

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

- the Pension Plan
- the Income Protection Program
- the Life and AD&D Insurance Plan
- the Health Plan (including Vision Care)
- the Business Travel Insurance
- the Dental Plan

This undertaking applies to these Plans as amended based on changes



communicated by the Company during negotiations for the renewal of this Agreement, as well as to any improvements made to them during the term of this Agreement and applicable to the employees covered by this Agreement.

Employees shall contribute twenty-five percent (25%) of the single or family premium cost, as applicable, of the Health Plan (including Vision Care) and Dental Plan benefits through payroll deduction.

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

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

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

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

## **ARTICLE 26 MISCELLANEOUS WORKING CONDITIONS**

### **Clothing**

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

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

conditions.

### **Tools**

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

### **Weather Conditions**

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

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

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

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

### **Absence Due to Family Emergency**

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

### **Payment of Medical Examination for Special Licence**

**26.07** When a regular employee is required, by the Company, to possess a driver's licence, which requires a medical examination, the Company agrees to reimburse the employee for the actual cost incurred up to a maximum of \$50.00 for the medical fee associated with such an examination.

## **ARTICLE 27 EMPLOYEE AND UNION INFORMATION**

### **Employee Information**

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

### **Union Information**

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

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

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

### **Consolidations, Centralizations, Closures and Surplus**

**27.05** (a) Immediately upon learning of a potential consolidation, centralization, closure, or surplus situation that is less extensive than that which would be dealt with under the provisions of Article 11, Human Resources undertakes to meet with the appropriate National Officer of the Union, or their delegate, in order to initiate local meetings between management and Union representatives to consult on the impact of the consolidation, centralization, closure or surplus situation on employees, and to explore the options available and possible alternatives to deal with the situation. To the extent possible, a standardized approach should be developed by the parties as a response to such situations.

(b) The declaration of a surplus situation within a family and headquarters will take into account the repatriation of any core work that is being contracted out within the affected headquarters and which could be performed by employees who have the necessary qualifications.

### **ARTICLE 28 BULLETIN BOARDS**

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

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

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

**28.04** The Union agrees that nothing contrary to the interests of the Company or in contravention of the spirit and intent of this Agreement shall be posted. Should the Company believe that posted material is not in accordance with the provisions of this Article, such material may be removed by the Company, or, will be brought to the attention of any Local or National Representative of the Union, and all such material wherever posted shall be removed by the Union, immediately after such notification, and shall not be re-posted.

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

### **Definitions**

The following definitions shall apply to this Article.

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

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

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

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

### **General**

**29.05** The Company agrees to advise the Union of the name of each Northern Locality additional to those listed in section 29.20 and its category for purposes of determining the Northern Allowance that shall apply.

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

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

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

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

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

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

### **Applicability of Certain Plans**

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

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

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

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

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

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

**29.14** Except for the provisions relating to Northern Allowance and Living Conditions Allowance as set out in this Article, it is expressly understood and agreed that the contents of this Article do not apply to an employee under the

Local Plan; however, the contents of the other Articles of this Agreement do apply to such an employee.

### **Wages**

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

- (a) Basic Rate of Pay

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

- (b) Northern Allowance

Northern Allowance payable in accordance with the category assigned the Northern Locality where the employee is based, and as set forth in section 29.19.

- (c) Overtime

The provisions of Article 19 shall not apply to Northern Service. Payment for the first one-half hour of overtime worked immediately preceding or continuing after a scheduled tour of duty shall be paid at straight time. Payment for the first two hours of any other assigned overtime, as provided in section 29.06, will be paid each week at time and one-half and the balance of hours assigned will be paid at double time regardless of the number of overtime hours actually worked. Any overtime hours worked in excess of the assigned amount per week will be paid at double time.

The full wages may also include:

- (d) Living Conditions Allowance

Living Conditions Allowance payable as per section 29.08.

### **Wage Administration**

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

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

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

spent in the Northern Locality.

(c) Absence Due to Sickness or Quarantine Prior to the Eighth Full Calendar Day of Absence: An employee, absent due to sickness or quarantine, who qualifies for payment under Article 25, shall be paid pursuant to section 29.15 during the period of absence. If he does not qualify under the above mentioned Article, he shall be paid pursuant to subsections 29.15 (b), (c) and (d).

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

**29.17** No part of the provisions of sections 18.16 through 18.24 will apply to employees assigned to Northern Service.

### **Reimbursement for Expenses**

**29.18** No part of the provisions of Article 23 will apply to an employee assigned to Northern Service with the following exceptions:

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

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

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

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

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

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

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

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

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

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

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

**30.03** Notwithstanding the provisions of sections 18.13 to 18.15 inclusive, when an employee assigned to work an off-normal tour of duty is validly ordered to attend jury duty or is subpoenaed as a witness, the Company shall, if the employee so requests, change the employee's tour to a day tour of duty on each day for which the employee's attendance at Court is required.

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

### **ARTICLE 31 BEREAVEMENT LEAVE**

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

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



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

**31.04** Any employee entitled to bereavement leave who is currently on or scheduled to be on vacation, may choose to reschedule all or the remaining part of their vacation to a later date according to the conditions of Article 21.

**31.05** Notwithstanding the above, the company may, in exceptional circumstances, exercise its' discretion and grant bereavement leave and/or extensions to the application of such leave where requested by an employee to his immediate supervisor. Exceptional circumstances can include, but are not limited to the following: bereavement leave for child of common law partner, brother-in-law or sister-in-law.

## **ARTICLE 32 LEAVE FOR EMPLOYEES WITH CHILD CARE RESPONSIBILITIES**

### **Maternity Leave**

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

### **Parental Leave**

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

(a) where an employee has or will have the actual care and custody of a new-born child, the employee shall be granted a leave of up to thirty-five (35) weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care; and

(b) where an employee is adopting a child, the employee shall be granted a leave of up to thirty-five (35) weeks in the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.

**32.03** For an employee eligible to a leave as provided under subsection 32.02 (b), a supplementary adoption leave without pay of up to seventeen (17)

weeks is available and shall be granted upon request. This leave may begin not earlier than eleven (11) weeks prior to the estimated date on which the child is to come into the employee's care and end within the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.

### **General**

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

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

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

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

### **Supplemental Allowance Plan**

**32.08** A regular employee who has been granted a maternity leave under section 32.01 or a parental leave under subsection 32.02 and provides the Company with proof of application and eligibility to receive unemployment insurance benefits, shall be paid a Supplemental Allowance in accordance with the provisions of sections 32.09, 32.10, 32.11 and 32.12.

**32.09** To be eligible, the employee shall sign an agreement with the

Company providing

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

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

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

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

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

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

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

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

### **ARTICLE 33 EMPLOYMENT EQUITY**

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

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

**33.02** (a) To give effect to the principle that equal opportunity in employment for women, aboriginal peoples, persons with disabilities and persons who are, because of their race or colour, in a visible minority in Canada, means more than treating persons in the same way but also requires special measures and the accommodation of differences, the parties agree that notwithstanding the provisions of subsection 24.03 (a), the Company may, in each twelve (12) month period, starting January 1 of each year, fill up to two (2) job openings in each province, for the purpose of Employment Equity, in lieu of accepting a job posting applicant

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

**33.03** Notwithstanding the provisions of section 14.10, a Union grievance may be submitted in accordance with section 14.09 relating to the interpretation, application, administration or alleged violation:

(a) of section 33.01 involving the case of a Company employee wishing to return to the bargaining unit as provided in Company practices, as they exist at the date of signing of this Agreement, following a placement for reasons of health or disability, or

(b) of section 33.02.

## **ARTICLE 34 BARGAINING PROCEDURE**

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

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

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

**34.03** The Company agrees that it will bear all costs for simultaneous translation during consultative and bargaining meetings but in the latter case only

until the expiry date of the Collective Agreement, or the date that conciliation assistance is requested, whichever is later, at which time said expenses shall be borne by the parties in equal shares.

## **ARTICLE 35 DURATION**

**35.01** This Agreement shall become effective on the date of signing except as otherwise provided and, shall remain in full force and effect up to and including November 30, 2011.

**35.02** Either party to this Agreement may, by written notice given to the other party at least 30 days but not more than 90 days before the expiry of this Agreement, require the other party to commence collective bargaining for the purpose of renewing or revising this Agreement or entering into a new Agreement.

**35.03** Notice shall be sufficient with respect to the Union if addressed to Communications, Energy and Paperworkers Union of Canada, 301 Laurier Ave. West, Ottawa, Ontario K1P 6M6 , and with respect to the Company if addressed to the Vice-president - Human Resources at 128 Wellington Street West, Suite 304, Barrie, Ontario L4N 8J6.

**WITNESS CLAUSE**

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 23<sup>rd</sup> day of May, 2007.**

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

J. McClelland  
A. Portelance  
W. Lalonde  
B. Macari  
F. Singer  
R. L'Heureux  
E. Willsher  
D. Campeau

**Expertech Network Installation**

Karen G. Hunt  
R.K. Brownlee  
T. Fish  
S. Martel  
E. Chedd

## ATTACHMENT A

### List of Occupations and Classifications

Occupation	Class	Wage Schedule
Network Specialist - Splicer	I	1
- Central Office Tech	I	1
- Transmission Tester	I	1
Builder - Splicer	II	2
- Central Office Tech	II	2
- Line Technician	II	2
Technician -	III	3

**Table – Basic Job Descriptions**

	<b>Transmission Tester</b>	<b>Splicer</b>	<b>ETE Technician</b>
<b>Network Specialist</b>	<p>Performs all testing work providing necessary documentation, without close supervision. Able to identify and diagnose problems and correct as necessary. Assumes full responsibility for completed work. This position requires the tester to be able to plan and execute fiber and/or copper testing projects in such a manner that insures proper handling without damage to the customer's network. Must be able to read and comprehend complex communications design blueprints for accurate analysis of copper and fibre cables. Able to direct Class II or III "Builders" and "Technicians"</p>	<p>Performs "live" aerial, buried and underground splicing work, including complex rearrangements and testing, without close supervision. Able to identify and diagnose problems and correct as necessary. Assumes full responsibility for completed work. This position requires the splicer to be able to plan and execute fiber and/or copper cable splicing projects in such a manner that insures proper handling and installation without damage to the customer's network. Must be able to read and comprehend complex communications design blueprints for accurate splicing of copper and fibre cables. Able to direct Class II or III "Builders" and "Technicians"</p>	<p>Has a thorough knowledge of all construction techniques and hardware. Is able to complete all installation activities, to ISO standards, without close supervision. Is able to perform Assignment Verification Request (AVR) and Material Source List (MSL). Must be able to read and comprehend communications design blueprints for accurate installation of customer hardware without damage to the customer's network. Assumes full responsibility for completed work. Able to perform all testing activities and diagnose problems. Able to direct Class II or III "Builders" and "Technicians"</p>
	<b>Line</b>		
<b>Builder</b>	<p>Performs all aerial and underground line work without close supervision. Assumes full responsibility for completed work. This position requires the ineman to be able to plan and execute fiber and copper cable installation projects in such a manner that insures proper handling and installation without damage to cables or infrastructure. Must be capable of operating the provided equipment in a safe manner. Must be able to read and comprehend communications design blueprints for accurate placement of copper and fiber cables. Able to direct Class III "Technicians"</p>	<p>Performs "live" aerial, buried and underground splicing work, including basic testing, without close supervision. Assumes full responsibility for completed work. This position requires the splicer to be able to plan and execute fiber and/or copper cable splicing projects in such a manner that insures proper handling and installation without damage to the customer's network. Must be able to read and comprehend communications design blueprints for accurate splicing of copper and fibre cables. Able to direct Class III "Technicians"</p>	<p>Performs physical and mechanical installations including cabling, power and grounding activities, to ISO standards, without close supervision. Must be able to read and comprehend communications design blueprints for accurate installation of customer hardware without damage to the customer's network. Assumes full responsibility for completed work. Able to perform basic testing activities and diagnose problems. Able to direct Class III "Technicians"</p>
<b>Technician</b>		<p>Performs "dead" aerial, buried, underground and central office splicing, terminations, placing and removal operations with minimal supervision. Able to be utilized as a support person to deliver/receive/inventory material, flagging, safety person, truck driver, etc... Able to assist class I or II with more complex "live" splicing and ETE operations with direct supervision. Able to assist class II inemen in all line activities.</p>	
	←	→	



**LIST OF HEADQUARTERS**

Alma	Cornwall
Arnprior	Cowansville
Asbestos	Cranbrook
Atikokan	
	Deep River
Baie-St-Paul	Dolbeau
Bancroft	Drummondville
Barrie	Dryden
Barry's Bay	
Bathurst	Ear Falls
Belleville (Trenton)	Edmonton
Beloil	Edmunston
Big Trout Lake	Eganville
Blind River	Elliot Lake
Bracebridge	Espanola
<b>Brampton</b>	Exeter
Brandon	
Brantford	Fermont
Brockville	Fort Erie
Buckingham	Fort Francis
Burk's Falls	Fort McMurray
	Fredricton
Cabano	Georgetown
Calgary	Geraldton
Carleton Place	Goderich
Chambly	Goose Bay
Chapleau	Gracefield
Charlottetown	Granby
Chateauguay	Guelph
Chatham	
Chicoutimi (Arvida, Jonquiere)	
Clinton	Haliburton
Coaticook	Halifax
Cobourg (Port Hope)	Hamilton
Collingwood	Hawkesbury
Cornerbrook	Hull
	Huntsville

LIST OF HEADQUARTERS

Ignace	Metcalfe
	Midland
Joliette	Milton
	Moncton
Kamloops	Montreal
Kapuskasing	Mount Forest
Kelowna	Mont-Laurier
Kenora	
Kingston	Newmarket
Kirkland Lake	Niagara Falls
Kitchener (Cambridge)	Nipigon
Kuujuuaq	North Bay
La Malbaie	Oakville (Bronte, Clarkson)
La Pocatiere	Orangeville
Lachute	Orillia
Le Gardeur	Ormstown
Leamington	Oshawa
Les Escoumins	Ottawa
Lethbridge	Owen Sound
Lindsay	
Listowel	Parry Sound
Little Current	Pembroke
London	Peterborough
	Port Carling
Îles de la Madeleine	Poste-a-la-Baleine
Madoc	Prince Albert
Magog	Prince George
Manitouwadge	Prince Rupert
Maniwaki	
Marathon	Quebec
Marieville	
Markham	Rainy River
Medicine Hat	Red Deer
Megantic	Red Lake

**LIST OF HEADQUARTERS**

Regina	Stratford
Renfrew	Strathroy
Richmond	Streetsville
Richmond Hill	Sturgeon Falls
Riviere-du-Loup	Sudbury
Roberval	Sundridge
Rockland	Sydney
Rouyn Noranda	
	Tadoussac
Saint John	Terrebonne
Sarnia	Thessalon
Saskatoon	Thetford Mines
Sault Ste. Marie	Thunder Bay
Schreiber	Tillsonburg
Shawinigan (Grand'mère)	Timmons
Sherbrooke	Toronto
Simcoe	Trois-Pistoles
Sioux Lookout	Trois-Rivières
Smiths Falls	
Sorel	Val d'Or
St. Catharines	Valleyfield
St. John's	Vancouver
St. Thomas	Varennes
St-Bruno	Vercheres
Ste-Agathe	Victoria
Ste-Anne-de-Bellevue (Dorion)	Victoriaville
Ste-Anne-des-Plaines	
Ste-Rose (Ste-Therese)	Walkerton
St-Eustache	Wawa
St-Felicien	Welland (Port Colborne)
St-Hyacinthe	Winchester
St-Jean	Windsor
St-Jerome	Wingham
St-Jovite	Winnipeg
St-Pascal	Woodstock

**ATTACHMENT C**

<b>Wage Schedule 1 - Network Specialist</b>					
<b>Wage Increase</b>		2%	2%	2%	2%
<b>Hours Worked</b>	<b>April 1, 2007</b>	<b>April 1, 2008</b>	<b>April 1, 2009</b>	<b>April 1, 2010</b>	<b>April 1, 2011</b>
0	1062.83	1084.09	1105.77	1127.88	1150.44
1040	1089.13	1110.91	1133.13	1155.79	1178.91
2080 *	1115.42	1137.73	1160.48	1183.69	1207.36

<b>Wage Schedule 2 – Builder</b>					
<b>Wage Increase</b>		2%	2%	2%	2%
<b>Hours Worked</b>	<b>April 1, 2007</b>	<b>April 1, 2008</b>	<b>April 1, 2009</b>	<b>April 1, 2010</b>	<b>April 1, 2011</b>
0	756.62	771.75	787.19	802.93	818.99
1040	821.93	838.37	855.14	872.24	889.68
2080	866.47	883.80	901.48	919.50	937.89
3120	923.30	941.77	960.60	979.81	999.41
4160	972.07	991.51	1011.34	1031.57	1052.20
5200 **	1012.50	1032.75	1053.41	1074.47	1095.96

\*\* Top wage for "Builder"

<b>Wage Schedule 3 – Technician</b>					
<b>Wage Increase</b>		2%	2%	2%	2%
<b>Hours Worked</b>	<b>April 1, 2007</b>	<b>April 1, 2008</b>	<b>April 1, 2009</b>	<b>April 1, 2010</b>	<b>April 1, 2011</b>
0	500.00	510.00	520.20	530.60	541.21
1040	530.00	540.60	551.41	562.44	573.69
2080	560.00	571.20	582.62	594.28	606.17
3120	600.00	612.00	624.24	636.72	649.45
4160	640.00	652.80	665.86	679.17	692.75
5200 ****	680.00	693.60	707.47	721.62	736.05

Progression to next step will be done at 1040 regular hours of accumulated hours worked  
 Progression to next job class will be done as business needs dictate

## ATTACHMENT C

Page 2

### GRANDFATHERED RATES

1. All employees on payroll on January 11, 2007 who will become subject to class II wages as part of the restructuring shall be "grandfathered" at the weekly rate of pay of \$1089.13 while the top weekly rate of class II is less than their current rate. The grandfathered rate shall remain in effect until the earlier date on which the employee either moves permanently to another occupation or the top weekly rate of class II equals or exceeds the grandfathered rate. For these grandfathered employees, the 2% increase of April 1, 2011 will be calculated on the basis of their weekly wage of \$1089.13 and, correspondingly will increase to \$1110.91.
2. None of the grandfathered employees will be eligible for profit sharing since, as with all wage protection, the supplement is financed through what would otherwise have been profit sharing.
3. If there is a lack of work and some of the grandfathered employees bump into class III – Technician occupation, they will be paid at the top class III rate plus the supplement paid to employees who have an NCS of 2000.

### SUPPLEMENTAL PAYMENTS FOR TECHNICIANS

1. With the exception of those employees previously in the occupation of Material and Equipment Attendant, employees reclassified from current positions to the class III – Technician occupation shall be entitled to the following supplemental payment:
  - (a) A biweekly payment of one hundred and ninety-two dollars (\$192.00), less statutory deductions, to remain in effect until the earlier of the employee's temporary or permanent movement to a higher occupation or 26 pays, to be followed by;
  - (b) A biweekly payment of one hundred and forty-four dollars (\$144.00), less statutory deductions, to be paid if the employee remains in class III, and which shall remain in effect until the earlier of the employee's temporary or permanent movement to a higher occupation or for an additional 26 pays, to be followed by;
  - (c) A biweekly payment of ninety-six dollars (\$96.00), less statutory deductions, to be paid if the employee remains in class III, and which shall remain in effect until the earlier of the employee's

temporary or permanent movement to a higher occupation or for an additional 26 pays, to be followed by;

- (d) A biweekly payment of seventy-two dollars (\$72.00), less statutory deductions, to be paid if the employee remains in class III, and which shall remain in effect until the earlier of the employee's temporary or permanent movement to a higher occupation or November 30, 2010.
2. With the exception of those employees previously in the occupation of Material and Equipment Attendant, employees reclassified from their current positions to the class III – Technician occupation and who have a NCS date in 2000 shall receive a further biweekly supplement payment to bring their gross weekly wages to \$940.00 which shall remain in effect until the earlier of the employee's temporary or permanent movement to a higher occupation or November 30, 2010.
  3. Material and Equipment Attendants earning \$25.07/hour or more under the previous agreement shall have their wages adjusted to \$17/hour plus a supplement of \$200.00 weekly for a total of \$880.00 weekly and shall be grandfathered at this weekly rate for the duration of this collective agreement. The grandfathered rate shall remain in effect until the employee moves permanently to another occupation.
  4. Material and Equipment Attendants earning less than \$25.07/hour under the previous agreement shall have their wages adjusted to \$17/hour or \$680.00 weekly. This rate shall remain in effect until the earlier date on which the employee either moves permanently to another occupation or the top weekly rate of class III equals or exceeds the grandfathered rate.
  5. The supplements are intended to assist those negatively impacted as a result of reclassification by the implementation of the new model and shall only be paid when employees are actively working (as contemplated by the letter of intent on "hours worked").
  6. The supplements are not intended to form part of an employee's hourly wage for any purposes including overtime or any other premium or benefit calculations.

## ATTACHMENT D

### FAMILIES

#### **Construction (Access)**

Network Specialist Splicer  
Network Specialist Transmission Tester  
Builder **Sp**licer  
Builder Line Technician  
Technician

#### **Central Office (ETE)**

Network Specialist Central Office Technician  
Builder Central Office Technician  
Technician

## ATTACHMENT E

### NORMAL SERVICING TERRITORIES (NST)

#### ONTARIO

1. Windsor, Leamington, Chatham
2. London, St. Thomas, Sarnia, Strathroy
3. Tillsonburg, Woodstock, Brantford, Simcoe
4. Kitchener (Cambridge), Owen Sound, Orangeville, Guelph, Exeter, Walkerton, Stratford, Clinton, Goderich, Listowel, Wingham, Mount Forest
5. Arnprior, Carleton Place, Smiths Falls
6. Ottawa, Metcalfe, Rockland
7. Cornwall, Winchester, Hawkesbury
8. Kingston, Brockville, Madoc, Belleville (Trenton), Bancroft
9. Barry's Bay, Deep River, Renfrew, Pembroke, Eganville
10. Barrie, Midland, Collingwood, Orillia
11. Peterborough, Lindsay, Haliburton
12. Parry Sound, Bracebridge, Port Carling, Huntsville, Sundridge, Burk's Falls
13. North Bay, Sturgeon Falls
14. Sault Ste. Marie, Thessalon, Wawa, Chapleau, Blind River
15. Sudbury, Little Current, Espanola, Elliot Lake
16. Kirkland Lake, Timmins
17. Thunder Bay, Nipigon

#### QUEBEC

1. Montreal (excluding South-Shore and North)", Ste-Anne-de-Bellevue (Dorion)
2. Montreal (North-Shore)\*, Terrebonne, Ste-Rose (Ste-Thérèse), St-Eustache, Joliette, Ste-Anne-des-Plaines, Le Gardeur
3. St-Jérôme, Lachute, Ste-Agathe, St-Jovite, Mount Laurier
4. Hull, Buckingham, Gracefield, Maniwaki
5. Châteauguay, Valleyfield, Ormstown
6. Montreal (South-Shore)\*, Sorel, Verchères, Varennes, St-Bruno, Chambly, Beloeil, Marieville, St-Jean, St-Hyacinthe
7. Granby, Cowansville
8. Sherbrooke, Thetford Mines, Mégantic, Coaticook, Magog, Asbestos, Richmond
9. Quebec
10. Trois-Rivières Shawinigan (Grand'Mère)
11. Drummondville, Victoriaville
12. Chicoutimi (Arvida, Jonquière), Alma
13. St-Félicien, Roberval, Dolbeau
14. La Malbaie, Baie-St-Paul, Les Escoumins, Tadoussac
15. La Pocatière, Cabano, Rivière-du-Loup, Trois-Pistoles, St-Pascal



**NORMAL SERVICING TERRITORIES (NST)**

**ONTARIO**

**QUEBEC**

- |   |                             |
|---|-----------------------------|
| 18. Marathon, Schreiber, Manitouwadge   | 16. Fermont                 |
| 19. Big Trout Lake  | 17. Kuujjuaq                |
| 20. Dryden, Ignace, Red Lake, Sioux Lookout, Ear Falls  | 18. Poste-à-la-Baleine      |
| 21. Fort Frances, Rainy River, Atikokan   | 19. Rouyn Noranda, Val d'Or |
| 22. Kapuskasing, Geraldton  | 20. Madeleine Island        |
| 23. Kenora  |                             |
| 24. Milton, Oakville (Bronte, Clarkson), Brampton, Streetsville, Georgetown, Toronto (Mississauga, Malton)* |                             |
| 25. Hamilton, St. Catharines, Fort Erie, Welland (Port Colborne), Niagara Falls                             |                             |
| 26. Richmond Hill, Markham, Newmarket   |                             |
| 27. Cobourg (Port Hope), Oshawa   |                             |
| 28. 416 West (excluding Mississauga, Malton)*   |                             |
| 29. 416 Core*   |                             |
| 30. 416 East*   |                             |

NORMAL SERVICING TERRITORIES (NST)

BRITISH COLUMBIA

1. Vancouver, Victoria, Kamloops,  
Kelowna, Prince George, Prince  
Rupert, Cranbrook

ALBERTA

1. Calgary, Edmonton, Red Deer,  
Lethbridge, Medicine Hat, Fort  
McMurray

SASKATCHEWAN

1. Regina, Saskatoon, Prince Albert

MANITOBA

1. Winnipeg, Brandon

NEW BRUNSWICK

1. Moncton, Saint John, Fredricton,  
Bathurst, Edmunston

NOVA SCOTIA

1. Halifax, Sydney

PRINCE EDWARD ISLAND

1. Charlottetown

NEWFOUNDLAND

1. St. John's, Cornerbrook, Goose  
Bay

**SUPPLEMENTAL ALLOWANCE PLAN**

**SCHEDULE**

**\*WEEKLY BASIC RATE OF PAY -  
FULL-TIME EMPLOYEES**

**Supplemental Allowance  
WEEKLY PAYMENT**

	<b>\$</b>	<b>\$</b>
00.01 -	10.00	1.80
10.01 -	20.00	3.60
20.01 -	30.00	5.40
30.01 -	40.00	7.20
40.01 -	50.00	9.00
50.01 -	60.00	10.80
60.01 -	70.00	12.60
70.01 -	80.00	14.40
80.01 -	90.00	16.20
90.01 -	100.00	18.00
100.01 -	110.00	19.80
110.01 -	120.00	21.60
120.01 -	130.00	23.40
130.01 -	140.00	25.20
140.01 -	150.00	27.00
150.01 -	160.00	28.80
160.01 -	170.00	30.60
170.01 -	180.00	32.40
180.01 -	190.00	34.20
190.01 -	200.00	36.00
200.01 -	210.00	37.80
210.01 -	220.00	39.60
220.01 -	230.00	41.40
230.01 -	240.00	43.20
240.01 -	250.00	45.00

Note : \*average weekly basic rate of pay for part-time employees

**SUPPLEMENTAL ALLOWANCE PLAN**

**SCHEDULE**

<b>*WEEKLY BASIC RATE OF PAY - FULL-TIME EMPLOYEES</b>	<b>Supplemental Allowance WEEKLY PAYMENT</b>
<b>\$</b>	<b>\$</b>
250.01 - 260.00	46.80
260.01 - 270.00	48.60
270.01 - 280.00	50.40
280.01 - 290.00	52.20
290.01 - 300.00	54.00
300.01 - 310.00	55.80
310.01 - 320.00	57.60
320.01 - 330.00	59.40
330.01 - 340.00	61.20
340.01 - 350.00	63.00
350.01 - 360.00	64.80
360.01 - 370.00	66.60
370.01 - 380.00	68.40
380.01 - 390.00	70.20
390.01 - 400.00	72.00
400.01 - 410.00	73.80
410.01 - 420.00	75.60
420.01 - 430.00	77.40
430.01 - 440.00	79.20
440.01 - 450.00	81.00
450.01 - 460.00	82.80
460.01 - 470.00	84.60
470.01 - 480.00	86.40
480.01 - 490.00	88.20
490.01 - 500.00	90.00

Note : \*average weekly basic rate of pay for part-time employees

**SUPPLEMENTAL ALLOWANCE PLAN**

**SCHEDULE**

<b><u>*WEEKLY BASIC RATE OF PAY - FULL-TIME EMPLOYEES</u></b>	<b><u>Supplemental Allowance WEEKLY PAYMENT</u></b>
<b>\$</b>	<b>\$</b>
500.01 - 510.00	91.80
510.01 - 520.00	93.60
520.01 - 530.00	95.40
530.01 - 540.00	97.20
540.01 - 550.00	99.00
550.01 - 560.00	100.80
560.01 - 570.00	102.60
570.01 - 580.00	104.40
580.01 - 590.00	106.20
590.01 - 600.00	108.00
600.01 - 610.00	109.80
610.01 - 620.00	111.60
620.01 - 630.00	113.40
630.01 - 640.00	115.20
640.01 - 650.00	117.00
650.01 - 660.00	118.80
660.01 - 670.00	120.60
670.01 - 680.00	122.40
680.01 - 690.00	124.20
690.01 - 700.00	126.00
700.01 - 710.00	127.80
710.01 - 720.00	129.60
720.01 - 730.00	131.40
730.01 - 740.00	133.20
740.01 - 750.00	137.85

Note : \*average weekly basic rate of pay for part-time employees

**SUPPLEMENTAL ALLOWANCE PLAN**

**SCHEDULE**

**\*WEEKLY BASIC RATE OF PAY -  
FULL-TIME EMPLOYEES**

\$

**Supplemental Allowance  
WEEKLY PAYMENT**

\$

750.01 - 760.00	145.35
760.01 - 770.00	152.85
770.01 - 780.00	160.35
780.01 - 790.00	167.85
790.01 - 800.00	175.35
800.01 - 810.00	182.85
810.01 - 820.00	190.35
820.01 - 830.00	197.85
830.01 - 840.00	205.35
840.01 - 850.00	212.85
850.01 - 860.00	220.35
860.01 - 870.00	227.85
870.01 - 880.00	235.35
880.01 - 890.00	242.85
890.01 - 900.00	250.35
900.01 - 910.00	257.85
910.01 - 920.00	265.35
920.01 - 930.00	272.85
930.01 - 940.00	280.35
940.01 - 950.00	287.85
950.01 - 960.00	295.35
960.01 - 970.00	302.85
970.01 - 980.00	310.35
980.01 - 990.00	317.85
990.01 - 1000.00	325.35

Note : 'average weekly basic rate of pay for part-time employees

**SUPPLEMENTAL ALLOWANCE PLAN**

**SCHEDULE**

**\*WEEKLY BASIC RATE OF PAY -  
FULL-TIME EMPLOYEES**

\$

**Supplemental Allowance  
WEEKLY PAYMENT**

\$

1000.01 – 1010.00	332.85
1010.01 – 1020.00	340.35
1020.01 – 1030.00	347.85
1030.01 – 1040.00	355.35
1040.01 – 1050.00	362.85
1050.01 – 1060.00	370.35
1060.01 – 1070.00	377.85
1070.01 – 1080.00	385.35
1080.01 – 1090.00	392.85
1090.01 – 1100.00	400.35
1100.01 – 1110.00	407.85
1110.01 – 1120.00	415.35
1120.01 – 1130.00	422.85
1130.01 – 1140.00	430.35
1140.01 – 1150.00	437.85
1150.01 – 1160.00	445.35
1160.01 – 1170.00	452.85
1170.01 – 1180.00	460.35
1180.01 – 1190.00	467.85
1190.01 – 1200.00	475.35
1200.01 – 1210.00	482.85

Note : \*average weekly basic rate of pay for part-time employees

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**HEALTH AND SAFETY RESOURCE**

**MEMORANDUM OF AGREEMENT BETWEEN**

**EXPERTECH**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES**  
**EMPLOYEES**

1. The parties agree to the establishment of an occupation "Health and Safety Resource" falling within the scope of the Craft and Services bargaining unit. The duration of the assignment to this occupation will be no longer than two (2) years unless mutually agreed to by both parties.
2. While an employee is performing the duties, as mutually agreed to by the parties, of a "Health and Safety Resource", that employee shall be paid the weekly rate of pay in effect at Step 11 of Wage Schedule 1 found in Attachment C of the Collective Agreement.
3. Upon completion of an assignment as a "Health and Safety Resource", it is agreed that the employee will immediately revert to his former permanent occupation and will assume the weekly rate of pay which the employee would have received, had the employee not been assigned to the "Health and Safety Resource" occupation. This return to former occupation shall not be subject to any of the normal provisions of the collective agreement regarding the movement of employees or the filling of job openings.

Signed at Ottawa this 23<sup>rd</sup> day of May 2007.

**FOR THE COMPANY**

**FOR THE UNION**

Karen G. Hunt

Janice McClelland

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**REDUCED WORK WEEK**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**EXPERTECH**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES**  
**EMPLOYEES**

The parties agree that notwithstanding any section to the contrary of the collective agreement signed between the parties, the following special provisions shall apply during the term of the collective agreement:

**1. Work Week Options**

**Option A (10 X 8)**

The basic hours of work for a full-time employee shall be as contained in section 18.02 of the collective agreement.

**Option B (9 X 8.5 Reduced Work Week)**

The basic hours of work for a full-time employee shall be eight and a half (8.5) hours.

The basic hours of work per week for a full-time employee shall be averaged over a two-week period on the basis of nine days totalling 76.5 hours.

**Option C (8 X 8.5 Reduced Work Week)**

The basic hours of work per day for a full-time employee shall be eight and a half (8.5) hours.

The basic hours of work per week for a full-time employee shall be averaged over a two-week period on the basis of eight days totalling 68 hours.

### Option D (8 X 9 Reduced Work Week)

The basic hours of work per day for a full-time employee shall be nine (9) hours.

The basic hours of work per week for a full-time employee shall be averaged over a two-week period on the basis of eight days totalling 72 hours.

## **2. Scheduling Arrangements**

### A. Reduced Work Week Options B and C.

If an employee is scheduled to a day of rest which is not consecutive to another day of rest, he shall be given the option, at the time the schedule is being prepared, of "banking" that day. Banked days will be scheduled during the low period, subject to service requirements, at a time mutually agreed to by the employee and the Company.

### (b) Reduced Work Week Option D

The additional days of rest created by this reduced work week shall be scheduled by the Company on a rotational basis.

Except where an employee and his immediate manager mutually agree to other arrangements, Option D is only available to a full-time employee on a scheduled tour of duty which either starts or ends between the hours of 7:00 P.M. of one day and 5:00 A.M. of the following day.

## **3. "Basic Rate of Pay" and Pension Entitlement**

(a) The "Basic Rate of Pay" of a full-time employee scheduled to work a reduced work week Option B, C, or D, shall be the amount of money per week, as specified in Attachment C of the Collective Agreement

(i) in the case of Option B, divided by 40 and multiplied by 38.25, or

(ii) in the case of Option C, divided by 40 and multiplied by 34; or

- (iii) in the case of Option D, divided by 40 and multiplied by 36

which is paid to an employee for working his basic hours of work. In addition, the employee shall also be entitled to the prorated amount of any biweekly supplement they would have otherwise received.

(b) A full-time employee, while he is scheduled to work reduced work week Option C, may elect to increase his Basic Rate of Pay by removing 6 hours per week from any banked time that the employee may have available in accordance with the provisions of sub-section 19.14 of the collective agreement.

(c) For purposes of pension entitlement, a Regular Full-Time employee shall be deemed to have been paid the "Basic Rate of Pay" as specified in Attachment C of the Collective Agreement.

#### **4. Scheduling Work Week Options**

(a) Scheduling Periods

(i) Peak Periods

May 1, 2007 to September 1, 2007  
May 4, 2008 to August 30, 2008  
May 3, 2009 to August 29, 2009  
May 2, 2010 to August 28, 2010  
May 1, 2011 to August 27, 2011

(ii) Low Periods

September 2, 2007 to May 3, 2008  
August 31, 2008 to May 2, 2009  
August 30, 2009 to May 1, 2010  
August 29, 2010 to April 30, 2011  
August 28, 2011 to November 30, 2011

(b) (i) Except where an employee and his immediate manager mutually agree to alternate scheduling arrangements, a full-time employee shall be scheduled under Option A during a peak period.

(ii) The Vice-president, or equivalent, will inform employees, as soon as practicable upon signing of this

Agreement and by January 1<sup>st</sup> of each calendar year thereafter, of his intention to schedule all the full-time employees within his District/NST during the low period either to the Option A schedule or to a reduced work week option in increments of designated 4 week periods.

With 14 days notice, the Company may change the expected scheduling arrangement for full-time employees in a District/NST for a designated 4 week period. The Company may change the scheduling arrangements only once for each designated 4 week period.

(c) Where the Company schedules a reduced work week option as provided in paragraph 4 (b) (ii) above, the employee shall be given the option of being scheduled to an Option B, Option C, or, where applicable, Option D schedule.

An employee shall inform his manager at least 10 days in advance of each designated 4 week period of the reduced work week option, which he has chosen.

All scheduling arrangements shall be made to coincide with the start of a 2 week pay period and must remain in effect for the duration of that period.

(d) Any paid time off taken during a low period shall be scheduled in such a manner that there shall be neither a loss nor a gain to the employee or the Company.

Signed at Ottawa this 23<sup>rd</sup> day of May 2007

**FOR THE COMPANY**

**FOR THE UNION**

Karen G. Hunt

Janice McClelland

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**AVERAGING HOURS OF WORK**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**EXPERTECH**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES**  
**EMPLOYEES**

1. This is to confirm the understanding of the parties related to the averaging of hours of work in all of the Company's industrial establishments pursuant to subsection 169(2) of the Canada Labour Code.
2. The parties recognize that the nature of the work of the Craft and Services employees necessitates irregular distribution of their hours of work and wish to continue the averaging arrangements, which have been in effect for a number of years. Accordingly, the hours of work of each of the Craft and Services employees in a day and in a week will continue to be calculated as an average over an averaging period of twenty-six (26) weeks.
3. The above arrangements shall remain in force during the term of the current Collective Agreement.

Signed at Ottawa this 23<sup>rd</sup> day of May 2007.

**FOR THE COMPANY**

**FOR THE UNION**

Karen G. Hunt

Janice McClelland

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**ARTICLE 24 - ARBITRABILITY**

**MEMORANDUM OF AGREEMENT BETWEEN**

**EXPERTECH**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES**  
**EMPLOYEES**

Notwithstanding the provisions of section 14.19 and Article 15 of the Collective Agreement, the above parties have agreed as follows:

1

- A) A grievance relating to the interpretation, application, administration or alleged violation of any provision of Article 24 of the Collective Agreement shall not be arbitrable under the provisions provided under Article 15, subject to the conditions as set out in paragraph (2) below.
- B) Where a grievance related to Article 24 has not been resolved at Step 2 of the grievance procedure, the grievance may be submitted jointly by the parties to the Joint Review Committee. (Article 24)
- C) Following its examination and discussion of the grievance, the Joint Review Committee will advise the parties at Step 2 of the Grievance Procedure of its recommendation regarding the resolution of the grievance.
- D) Based upon the recommendation of the Joint Review Committee, the parties at Step 2 will reach a mutually agreeable resolution of the grievance.

2. Each party shall, on June 30, 2003 inform the other party of its decision either to continue or to terminate the dispute resolution procedures set out in paragraph (1) above.

- (i) Where the parties agree to continue the dispute resolution procedures set out in paragraph (1) above, this Memorandum of Agreement shall continue to remain in force for the term of the Collective Agreement.

(ii) Where either party decides to terminate this Memorandum of Agreement, the provisions of section 14.09 and Article 15 shall apply for the remainder of the term of the Collective Agreement and for any grievance submitted to the Company in accordance with Article 14 within the 30 day period preceding June 30, 2003

Signed at Ottawa this 23<sup>rd</sup> day of May 2007

**FOR THE COMPANY**

Karen G. Hunt

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**FOR THE UNION**

Janice McClelland

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**OUT OF COUNTRY ASSIGNMENTS**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**EXPERTECH**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES**  
**EMPLOYEES**

WHEREAS the parties recognize the competitive challenges associated with the ability of the Company to pursue and secure new business opportunities outside of Canada, and

WHEREAS the parties also recognize that the Company needs the flexibility to determine the appropriate method of providing services in such circumstances, the above parties hereby agree as follows:

1. Where the Company decides to use members of the bargaining unit to provide services outside of Canada, these assignments shall be strictly voluntary.
2. In the selection of employee volunteers, the Company will give first consideration to the most senior employees who volunteer, providing the employee's performance on his existing job meets job requirements, from the functional group(s) in the seniority unit at the reporting centre(s) from which the transfers are to be made, and who have the necessary qualifications, providing the remaining employees at the reporting centre have the necessary qualifications to do the work required.
3. The employee's voluntary assignment to a special project outside of Canada shall be considered a temporary transfer and shall be for the duration of the project. It is the Company's intention that on completion of the temporary transfer the employee shall be returned to his former position and reporting centre. It is understood that such return will not be possible where an emergency situation exists, or where due to unplanned or unforeseen events there is insufficient work and, therefore, the former position at the former reporting centre is not available. However, in order to enable a more senior employee who is on temporary transfer to return to his former reporting centre, the Company agrees to displace an employee with less seniority in the same functional group at that reporting centre.

4. While on such assignments, employees shall be subject to all provisions of the Collective Agreement except for Articles 18, 19, 22, 23 and the Memorandum of Agreement on Reduced Work Week, which shall not apply, and for Articles 5, 11, 13, 14, 20 and 21, which shall apply only as modified below.
5. With respect to Article 5, section 5.01 (a) shall apply providing there is a Union Steward available at the location. In the event that a Union Steward is not available at the location, the employee may confer with his Union Steward via a telephone call of reasonable duration.
6. With respect to Article 11, in the event that a lay-off takes place, for purposes of sections 11.05, 11.09 and 11.10, the employees shall be treated as belonging to their former position and reporting centre prior to their temporary transfer.
7. With respect to Article 13, section 13.02 (a) shall apply providing there is a Steward or Chief Steward available at the location. In the event that a Steward or Chief Steward is not available at the location, the Company undertakes to advise the employee's Steward or Chief Steward as soon after as possible, as per section 13.02 (b). With respect to section 13.03, if the Steward is not available at the location, the written notification shall be sent via fax to the employee's Steward as soon thereafter as possible.
8. With respect to Article 14, the time limits for initiating a grievance in accordance with section 14.01 shall be extended to 30 days after the employee's scheduled return to his former position.
9. The provisions of Article 20 shall apply only to the extent that an employee's entitlement to the holidays and days off with pay shall continue; however, the granting of such days may be deferred to a time convenient to the employee and the Company upon the employee's return from the temporary transfer.
10. With respect to Article 21, an employee will not be entitled to take any vacation during his temporary transfer, regardless of the original scheduling of his vacation. Vacations so missed shall be rescheduled at the employee's earliest convenience, subject to service requirements.
11. The basic hours of work for an employee on temporary transfer shall be as established by the Collective Agreement.

12. Benefit coverage will be provided as required by the Company to ensure that an employee will not suffer a decrease in coverage while on temporary transfer.
13. All working conditions applicable to a particular project, which are not covered by this Memorandum of Agreement, shall be identified prior to requesting volunteers. The Company agrees to initiate a meeting with the appropriate National Officer of the Union, or his delegate, in order to consult on the working conditions applicable to the project in question. The Union agrees to make its representations to the Company expeditiously. The Company shall meet with the appropriate National Officer of the Union, or his delegate, during the months of January, April, July and October of each year to review the working conditions for the projects that may be coming up during the quarter.
14. An assignment outside of Canada of less than 5 days shall not be governed by the terms of this Memorandum of Agreement but shall remain governed by all the provisions of the Collective Agreement.

IN WITNESS WHEREOF, we have signed at Ottawa this 23<sup>rd</sup> day of May 2007.

**FOR THE COMPANY**

Karen G. Hunt

**FOR THE UNION**

Janice McClelland

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**VISUAL DISPLAY TERMINAL**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**EXPERTECH**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES**  
**EMPLOYEES**

1. The parties agree that any regular full-time or temporary part-time employee who is pregnant, who is regularly scheduled to work at a visual display terminal (V.D.T.) and who does not wish to work at a V.D.T. during the remainder of her pregnancy may, subject to the conditions expressed in this Memorandum, elect either of the following two options:
  - A) Receive a leave of absence without pay to cover the period prior to which she is or would be entitled to a maternity leave of absence pursuant to Article 32 of the current Collective Agreement between the parties, hereinafter designated as the Collective Agreement, or
  - B) be assigned other work in the bargaining unit.

**Unpaid Leave of Absence**

2.
  - A) In order to be eligible to receive the leave of absence referred to in paragraph 1 A) the employee must complete and submit an application, with acceptable documentation certifying the pregnancy, and specifying the estimated date of delivery. The Company agrees that every effort will be made to expedite the granting of the leave of absence and in any case, the implementation of such a leave of absence will not be delayed for more than five days following the date of application for the leave of absence, unless a longer period is agreed to by the employee.
  - B) An employee who is on a leave of absence referred to in paragraph 1 A) and whose pregnancy is terminated shall be reinstated in the position occupied by her at the time such leave commenced, or in the position occupied by her at the time she first exercised an option under paragraph 1, whichever is the

earlier. Such reinstatement shall be made within five days of a request by the employee.

3. In addition to paragraph 2, employees who are eligible to, and wish to apply for, a maternity leave of absence pursuant to Article 32 of the Collective Agreement must do so in accordance with the provisions of that Article. (This means that an employee must make the application required in Article 32 of the Collective Agreement at the appropriate time during the leave of absence referred to in paragraph 1 A).)

#### Other Work Assignment

4. Employees who elect option B) shall be assigned other work in the bargaining unit in the following manner and sequence:
  - First, to an existing job, at a comparable wage level in her own reporting centre which does not require the employee to work with a V.D.T.
  - Second, to an existing job, at a comparable wage level at any other work location within the Headquarters which does not require the employee to work with a V.D.T.
  - Third, to an existing job at a comparable wage level at any other work location which does not require the employee to work with a V.D.T.
  - Fourth, to an existing job, at a lower wage level at any work location. In such a case, the employee shall assume the rate of the job for the period of the reassignment.

For the purpose of assigning other work in the bargaining unit as outlined above, the employee being reassigned and any employee affected by that reassignment shall not be able to exercise their seniority rights to prevent the reassignment of the pregnant employee. Where it becomes necessary to displace an employee who is not pregnant, the Company agrees to seek volunteers in the affected location. But where there are no such volunteers, the junior employee on a non-V.D.T. job in the affected location will be so displaced. The volunteer, or the junior employee so displaced will, notwithstanding any provision of the Collective Agreement, have priority over the normal job filling procedures to return to the location from which she was moved.

If, after following the sequence referred to above, an employee cannot be reassigned she may elect option A).

5. An employee who elects option B) shall be offered other work in the bargaining unit within five working days of her election. Her status of full-time or part-time shall be maintained.
6. An employee who elects option B) and who is assigned to another job
  - A) foregoes her right for the duration of the temporary assignment to the provisions of section 17.03 and Articles 22 and 23 of the Collective Agreement, and
  - B) shall choose her vacation in her former work location as if she still occupied her former position in that location.

If, however, while on the reassigned position, the employee is obliged by the Company to report to other work locations, she will retain her right to Articles 22 and 23 for such reporting assignments. In such cases, the "reporting centre" shall be considered to be the temporarily reassigned reporting centre.

7. The provisions of Article 16 (Technological change) of the Collective Agreement shall not be applied to an employee who has elected option B) and has been moved to another reporting centre where the Technological Change occurs at the reporting centre to which the employee has been temporarily assigned. They will apply, however, where the Technological Change occurs at the reporting centre from which she has been temporarily assigned.
8. An employee who elects option B) and who is assigned to a new position and who is unwilling to commence or to continue work in her new position, may then elect either to stay in her original position or to exercise option A). If she elects option A) before reporting to her new position, she will stay in her original position until option A) takes effect.
9. An employee who elects option B) who wishes to resume her employment on expiration of her maternity leave shall be reinstated in the position occupied by her immediately prior to her reassignment rather than the "position occupied by her at the time such leave commenced" as specified in subsection 32.06 of the Collective Agreement.

General

- 10. The parties agree that any contestations concerning the interpretation, administration or operation of this Memorandum shall be resolved by reference to the grievance and arbitration procedures set forth in the Collective agreement.
- 11. The Company and the Union shall act in a fair and reasonable manner when carrying out the provisions of this Memorandum.
- 12. This Memorandum shall replace the Memorandum of Agreement signed on November 20 1998, and shall remain in full force and effect during the term of the Collective Agreement.

Signed at Ottawa this 23<sup>rd</sup> day of May 2007.

**FOR THE COMPANY**

**FOR THE UNION**

Karen G. Hunt

Janice McClelland

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**SENIORITY – TIE BREAKER**

**MEMORANDUM OF AGREEMENT BETWEEN**

**EXPERTECH**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES**  
**EMPLOYEES**

The parties have agreed to the following for the purpose of seniority tiebreaker, based on Article 10.03. If *two* or more employees have the same net credited service date, and the same length of time at his present position, the parties have agreed to determine seniority as follows:

- The employee with the lowest employee number (starting with the last three digits\*) shall be deemed to be the most senior.

The method of breaking a tie using the employee number applies to all employees hired on or after May 9<sup>th</sup> 2003 and to current employees with net credited service of Jan. 1, 1998 onward.

\*In the event that a tie occurs using the last three digits of the employee number, then the last four digits of the employee number will be used.

Signed at Ottawa this 23<sup>rd</sup> day of May 2007.

**FOR THE COMPANY**

**FOR THE UNION**

Karen G. Hunt

Janice McClelland

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**AMOUNT OF TIME WORKED – TIEBREAKER**

**MEMORANDUM OF AGREEMENT BETWEEN**

**EXPERTECH**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES**  
**EMPLOYEES**

The parties have agreed to the following for the purpose of amount of time worked tie breaker, based on Articles 9.03, and 9.04. If two or more employees have the same amount of time worked, the parties have agreed to determine the amount of time worked as follows:

- The employee with the most seniority shall be deemed to have the most amount of time worked.
- If seniority is equal, then the employee who has occupied his present position the longest shall be deemed to have the most amount of time worked.
- If length of time on the present position is equal, then the employee with the lowest employee number (starting with the last three digits\*) shall be deemed to have the most amount of time worked.

The method of breaking a tie using the employee number applies to all employees hired on or after the effective date of the collective agreement and to current employees with net credited service of Jan. 1, 1998 onward.

\*In the event that a tie occurs using the last three digits of the employee number, then the last four digits of the employee number will be used.

Signed at Ottawa this 23<sup>rd</sup> day of May 2007

**FOR THE COMPANY**

**FOR THE UNION**

Karen G. Hunt

Janice McClelland

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**HOME DISPATCH**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**EXPERTECH**  
**AND**  
**COMMUNICATIONS' ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES**  
**EMPLOYEES**

This is to outline our understanding applicable to the Craft and Services bargaining unit regarding Home Dispatch.

**GENERAL**

- Local management and local Union representatives will, by consensus, select the occupations to which Home Dispatch may apply as well as the localities where they may be implemented. Implementation of Home Dispatch shall not proceed in a location without the approval of the Chief Steward of the Local.
- The Company agrees that any costs directly associated with the Home Dispatch (e.g. provisioning of facsimile service, the incremental cost of insurance coverage which may be required, etc.), which are approved by the employee's manager, will be paid for by the Company. Where these costs are not approved by the Company, the employee will not be considered as a volunteer for the Home Dispatch. It is further agreed that this approval will not be unreasonably withheld.
- Materiel will be stored and handled in the usual manner.
- 
- The vehicle, its contents, and all such other equipment or services provided by the Company are to be used for Expertech business-related purposes only.

**SELECTION OF EMPLOYEES FOR THE HOME DISPATCH**

- Participation is strictly voluntary, limited to Regular employees, and based upon the mutual consent of the employee and his manager.
- It is agreed that there will be no changes made to the occupational titles of the participants due to their participation in Home Dispatch.

- Volunteers will be chosen by the Company in order of seniority from among volunteers residing in the locations, within the occupational groups and localities selected by the Company.
- Participation may be terminated by either the Company or the employee upon fourteen (14) days notice.
- When an individual's participation is ended, the employee shall be reintegrated in his permanent occupation at his normal report centre.

#### **APPLICABILITY OF COLLECTIVE AGREEMENT PROVISIONS**

- An employee, during the period of his participation in Home Dispatch, will be entitled to all the provisions of the Collective Agreement with the exception of the following:
  - Home Dispatch will be considered a temporary “special project” with regard to Article 22.
  - During the period of the employee's participation, he shall not be entitled to travel allowance as provided under Article 23.
  - Sections 18.24 and 18.25 shall not apply to the first 30 minutes of time spent travelling in the Company vehicle from the employee's home to his first job and for the first 30 minutes of time spent traveling from the last job to his home (this time shall be unpaid).

#### **INSURANCE**

- The employee will be reminded that it may be advisable to inform his insurers of the fact that Company vehicle and equipment will be located on his premises and under his care.
- With respect to damages caused either by or to the vehicle or equipment, except where the vehicle or equipment is used without authorization or in cases of wilful damages, the liability will be assumed by the Company except as otherwise covered by the Régie de l'Assurance Automobile du Québec or the Ontario Insurance Commission.

**NOTIFICATION**

- The Company agrees to supply to the appropriate Local and National office of the Union, the

- name
- report centre
- organization code
- home address
- home phone number
- Company provided facsimile number (if any)

of each employee involved.

Signed at Ottawa this 23<sup>rd</sup> day of May 2007.

**FOR THE COMPANY**

Karen G. Hunt

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**FOR THE UNION**

Janice McClelland

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**JOINT UNION MANAGEMENT MEETINGS**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**EXPERTECH**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES**  
**EMPLOYEES**

The parties agree to the establishment of semi-annual Joint Union Management meetings to discuss various issues that are relevant to the parties. Specific agenda items to be addressed, among other issues, include the status of grievances, the cross billing of union time, etc.

The Company and the Union may each have up to three (3) representatives participating in the Joint Union Management meetings. One of the Union representatives shall be a National Representative.

The terms of reference for the Joint Union Management meetings will be developed at the time of the first meeting and will include such things as preparation of agenda, need for minutes, dates and location of meetings, etc.

Reasonable expenses of employee representatives necessary for their work for the Joint Union Management meetings shall be paid for by the Company, providing that approval to incur the expense has been provided in advance.

Signed at Ottawa this 23<sup>rd</sup> day of May 2007.

**FOR THE COMPANY**

**FOR THE UNION**

Karen G. Hunt

Janice McClelland

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**WORKFORCE DIVERSITY PROJECT**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**EXPERTECH**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES**  
**EMPLOYEES**

1. The Company agrees to provide 12 temporary positions in Craft and Services for a 6 month period, commencing in April 2007 for the purpose of improving the diversity of the C&S workforce and broadening career opportunities for female employees in the Clerical and Associated bargaining unit. The Company agrees that there will be no Regular Full Time employee in C&S on lay-off in the family and headquarters where these positions are located.
2. The Company will seek female volunteers from the Clerical and Associated bargaining unit to fill these positions.
3. Clerical applicants must be meeting the basic requirements of their existing jobs.
4. In order to qualify for this project, applicants must meet the basic criteria as described in Appendix A for the occupations(s) for which they are applying.
5. If there are more applicants who meet the basic criteria than temporary positions, then the applicants, who meet the basic criteria, will be selected by seniority.
6. In order to be deemed successful at the end of the six month project, the candidate must be able to demonstrate the skills as described in Appendix B for the occupation that she has been performing. Candidates who demonstrate those skills at the end of the six months will be deemed to be qualified should they apply for this occupation on a permanent basis within the following three years.
7. The Company agrees to provide the necessary classroom and/or on-the-job training and/or mentoring during the six months so that candidates with the ability to learn have an even chance to succeed.

8. The Manager and the Steward will meet with the candidate at the end of two months, four months and at the end of the project to ensure a clear understanding of progress and goals.
9. At the end of the project, a candidate will return to her position in the Clerical and Associated bargaining unit with no loss of seniority, unless she is deemed qualified and able to immediately fill the Craft & Services position permanently in accord with the Craft & Services Collective Agreement.
10. During the six month project, candidates will work under the terms of the Craft & Services Collective Agreement.
11. The Company may fill up to 12 equity moves in Craft and Services in year 2007 with qualified Clerical applicants.

Signed at Ottawa this 23<sup>rd</sup> day of May 2007.

**FOR THE COMPANY**

Karen G. Hunt

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**FOR THE UNION**

Janice McClelland

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## **APPENDIX A**

### **Basic Qualifications for Associates Interested in Applying for C&S Jobs**

#### **COE:**

Normal colour vision

Aptitude for using small tools, e.g. power drill

Be able to work outside from time to time, e.g. DMS1U, Access Node (900 cabinet)

Be able to work aloft, e.g. ladders and cable racks

From time to time be able to work within underground confined spaces, e.g. ECMs.

Able to work with others (Note: frequently work in pairs for extended periods of time.)

Able to interact with Expertech customers.

Be able to work varied shifts from time to time.

May be required to travel outside the headquarters.

Basic computer skills

Able to read and follow written/verbal instructions.

Valid Driver's license

#### **Splicer:**

Normal colour vision and normal range of hearing (able to listen for tone while using testing equipment)

Have aptitude for using tools

Be able to work outside in all seasons of the year.

Be physically fit, e.g. need to lift tools and boxes weighing up to 50 lbs, ladder weighing up to 75 lbs, pull items, shovel snow, etc.

Able to work aloft and in confined spaces and in widely varying working conditions.

Able to work with others (Note: frequently work in pairs for extended periods of time.), sometimes in confined spaces

Able to read and follow written/verbal instructions.

Valid driver's license

Basic computer skills.

May be required to travel outside the headquarters

#### **Line Technician:**

Adequate level of physical fitness, including upper body strength, e.g. may be required to dig holes with a shovel, move a lasher weighing 40 –50 lbs, etc.

Able to always work outside in all seasons of the year in varying conditions.



Valid drivers license plus able to qualify for and obtain a D driver's license with airbrake endorsement at a later date)  
Able to work aloft and able to learn to work on spurs.  
Able to read and follow written/verbal instructions.  
Able to work with others, (note: frequently work in pairs or on crews on jobs)  
May work in confined spaces.  
Aptitude for using tools  
Able to learn, understand and apply safety procedures.  
Normal colour vision and normal range of hearing (able to listen for external speakers)  
May be required to travel outside the headquarters

## **APPENDIX B**

### **Skills, and Abilities Demonstration Required at the end of Six Months:**

#### **COE:**

- e Reads and understands technical documents and work plans.
- e Able to secure equipment bays to the floor, mount equipment, install super-structure
- e Able to run and secure cables in accord with approved practices
- e Able to learn colour code and be able to connect wires, this includes, punch on, solder, wire wrap and BNC connectors.
- e Able to complete in a satisfactory and safe manner certain basic jobs independently, e.g. wire out DSLAM to frame, to the DSX panel and to the power bays.
- Demonstrates comfort at working aloft on ladders and cable racks or underground
- Availability to work shifts and remain away from home overnight
- e Demonstrates ability to set up the job safely, e.g. use of cones, signs, atmospheric tester, etc.
- e Basic computer skills
- Demonstrates ability to produce accurate time reporting, billing sheets, quality reports etc.

#### **Splicer:**

- Reads and understands technical documents and work plans.
- Learned basic splicing skill (joining telecommunications cable) and able to build and complete "c" work (dead cable) independently.

- Demonstrates ability to set up the job safely, e.g. use of cones, signs, safety belt, atmospheric tester, etc.
- Shows initiative e.g. ordering correct material for job, loading material onto truck, setting up job and has an understanding on sequencing the job.
- Demonstrates ability to produce accurate time reporting, billing sheets, quality reports etc.
- Carries share of load in the team, e.g. able to carry ladder independently,
- Able to learn colour code and be able to connect wires, this includes, punch on, solder, wire wrap
- Demonstrates comfort at working aloft on ladders, spurs and cable racks or underground confined spaces
- Availability to work shifts and remain away from home overnight

#### **Line Technician:**

- Carries share of load in the team, e.g. able to carry ladder independently, move the lasher independently as required, etc.
- Performs work procedures safely.
- Reads and understands technical documents and work plans.
- Demonstrates ability to set up the job safely, e.g. use of cones, signs, safety belt, atmospheric tester, etc.
- Shows initiative e.g. ordering correct basic material for job, loading material onto truck, setting up job and has an understanding on sequencing the job.
- Demonstrates ability to produce accurate time reporting, billing sheets, quality reports etc.
- Demonstrates comfort at working aloft on ladders, spurs and cable racks or underground confined spaces
- Availability to work shifts and remain away from home overnight

**POTENTIAL SALE OF BUSINESS INVOLVING THE TRANSFER OF  
CRAFT AND SERVICE EMPLOYEES**

**MEMORANDUM OF AGREEMENT BETWEEN**

**EXPERTECH  
AND  
COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA  
REPRESENTING CRAFT AND SERVICES  
EMPLOYEES**

Expertech currently does not have any plans regarding a Sale of Business involving the transfer of Craft and Services Employees. However, should a sale of business, as defined in the applicable legislation, occur where a portion, or all, of Expertech is sold as a going concern, and which involves the transfer of Craft and Services employees, the Company will include in the terms of the sale the requirement for the purchaser to recognize the CEP as bargaining agent for the transferred employees and the terms of this Collective Agreement. Where, as a result of such sale of business, Craft and Services employees would be intermingled with the purchaser's employees, the criteria for determining successor rights outlined in the Canada Labour Code will be used.

Signed at Ottawa this 23<sup>rd</sup> day of May 2007.

**FOR THE COMPANY**

Karen G. Hunt

**FOR THE UNION**

Janice McClelland

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**COST OF LIVING ALLOWANCE**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**EXPERTECH**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES**  
**EMPLOYEES**

The parties agree that the cost of living adjustment (COLA) in any applicable year is only intended to apply to the basic rates of pay as set out in Wage Schedule 1 in the collective agreement.

**2003**

If the annual increase in the Consumer Price Index (C.P.I.), as calculated during the period of December 1, 2002 to November 30, 2003, exceeds the weekly increase of 3.5% effective December 1, 2003, then all basic rates of pay in effect at December 1, 2003 will be increased effective March 1, 2004 by a percentage figure equal to the difference between:

- (i). The percentage by which the increase in the C.P.I. exceeds 3.5% subject to a cap on the difference and corresponding increase of 1.0% of basic rates of pay.

**2004**

If the annual increase in the Consumer Price Index (C.P.I.), as calculated during the period of December 1, 2003 to November 30, 2004, exceeds the weekly increase of 3% effective December 1, 2004, then all basic rates of pay in effect at December 1, 2004 will be increased effective March 1, 2005 by a percentage figure equal to the difference between:

- (i). The percentage by which the increase in the C.P.I. exceeds 3% subject to a cap on the difference and corresponding increase of 1.0% of basic rates of pay.

**2005**

If the annual increase in the Consumer Price Index (C.P.I.), as calculated during the period of December 1, 2004 and November 30, 2005, exceeds the weekly increase of 3% effective December 1, 2005, then all basic rates of pay in effect at December 1, 2005 will be increased effective March 1, 2006 by a percentage figure equal to the difference between:

- (i). The percentage by which the increase in the C.P.I. exceeds 3% subject to a cap on the difference and corresponding increase of 1.0% of basic rates of pay.

**2006**

If the annual increase in the Consumer Price Index (C.P.I.), as calculated during the period of December 1, 2005 and November 30, 2006, exceeds the weekly increase of 3% effective December 1, 2006, then all basic rates of pay in effect at December 1, 2006 will be increased effective March 1 2007 by a percentage figure equal to the difference between:

- (i). The percentage by which the increase in the C.P.I. exceeds 3% subject to a cap on the difference and corresponding increase of 1.0% of basic rates of pay.

The Consumer Price Index used for the formula shall be the C.P.I. – Canada All Items (1992=100) as published by Statistics Canada or any successor department or agency.

Signed at Ottawa this 23<sup>rd</sup> day of May 2007.

**FOR THE COMPANY**

Karen G. Hunt

**FOR THE UNION**

Janice McClelland

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**PENSION (FORMER NORTEL EMPLOYEES)**

**MEMORANDUM OF AGREEMENT BETWEEN**

**EXPERTECH**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES**  
**EMPLOYEES**

WHEREAS the Company acquired part of the business of Nortel on May 26, 2000:

AND WHEREAS former Nortel employees became employees of the Company;

THEREFORE the parties agree as follows:

1. All employees eligible to retire as of the date of signing the current collective agreement, shall have the option to elect not later than sixty (60) days from the date of signing to retire in accordance with the provisions of the applicable pension plan and related entitlements and benefits, including but not limited to, the terms and conditions of the "Northern Telecom Negotiated Pension Plan" and of the "Retirement Allowance Plan", under the collective agreement in effect immediately preceding the signing of the current collective agreement.
2. All employees who do not exercise their option to retire as contemplated in the above paragraph and all other employees on Expertech payroll on the date of signing who are subject to the provisions of a preceding collective agreement relating to pension rights, entitlements, benefits (including post-retirement benefits) and otherwise, including but not limited to, the terms and conditions of the "Northern Telecom Negotiated Pension Plan" and of the "Retirement Allowance Plan", will become subject to the Pension Plan that currently applies to the majority of other Expertech unionized employees (hereafter the "Pension Plan"), subject to the following.
3. "Pension Plan" includes the pension plan, the benefits payable out of the pension plan as well as all pension rights,

entitlements, post-retirement benefits and otherwise and applies to employees who meet all eligibility criteria upon retirement.

4. All employees who were former Nortel employees will be grandfathered in relation to any "Retirement Allowance Plan" entitlement they may have under the terms and conditions of such Plan as in effect immediately prior to the date of signing. This grandfathered entitlement is conditional on Nortel continuing to reimburse the Company for this benefit and shall be capped at any entitlement the employee may have just prior to the date of signing. These employees will not be entitled to Paid Absence Prior to Pension although they will be entitled to all other rights, entitlements, benefits (including post-retirement benefits) and otherwise provided under the Pension Plan once they become eligible.
5. Subject to paragraph 4, as of the effective date of transfer of the employees to the Pension Plan, all provisions of any prior collective agreement relating to all pension rights, entitlements, benefits (including post-retirement benefits) and otherwise, including but not limited to the "Northern Telecom Negotiated Pension Plan" and the "Retirement Allowance Plan", become null and void and all pension rights, entitlements, benefits (including post-retirement benefits) and otherwise will become subject to all the terms and conditions of the Pension Plan.
6. Employees hired after May 26, 2000 will be subject to all the provisions of the Pension Plan without exception. For more clarity but without limiting the generality of the above, such employees will not be covered in any way by the provisions of any prior collective agreement relating to any and all pension rights, entitlements, benefits (including post-retirement benefits) and otherwise, the terms and conditions of the "Northern Telecom Negotiated Pension Plan" and the "Retirement Allowance Plan".

Signed at Ottawa this 23<sup>rd</sup> day of May 2007.

**FOR THE COMPANY**

Karen G. Hunt

**FOR THE UNION**

Janice McClelland

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**JOINT COMMITTEE**  
**RE IMPLEMENTATION OF NEW SKILL BASED MODEL**

**MEMORANDUM OF AGREEMENT BETWEEN**  
**EXPERTECH**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES**  
**EMPLOYEES**

The parties shall establish a Joint Union Management Committee that will meet in March 2007, or as soon as reasonably possible, and then again not later than every three (3) months thereafter up until November 30, 2008, to discuss the implementation of the new skill based model and any matter arising out of the implementation and operation of the new model.

The Union shall have two (2) representatives from each province on the committee and the Company may have a corresponding number of representatives. In addition, an HR/IR representative from the Company and a National Representative from the Union may participate in these meetings.

Signed at Ottawa this 23<sup>rd</sup> day of May 2007.

**FOR THE COMPANY**

**FOR THE UNION**

Karen G. Hunt

Janice McClelland

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## **PROFIT SHARING PLAN**

### **MEMORANDUM OF AGREEMENT BETWEEN**

**EXPERTECH**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES**  
**EMPLOYEES**

Whereas the previous Achievement Incentive Plan has been terminated;

And whereas the Company wishes to establish an incentive program for all bargaining unit employees;

Therefore, the Company shall establish a profit sharing plan reflecting the following:

1. The Company will make a provision available for distribution to employees (craft and clerical) represented by the Union, the total sum of which will be equal to fifteen percent (15%) of Net Income provided that Net Income is not less than 3.5% of Consolidated Revenues. For greater clarity, this provision will be accounted for before calculating the 3.5% of Consolidated Revenues.
2. The availability and distribution of profit sharing is subject to the following:
  - For 2007, profit sharing is fully committed to supplement class III weekly wages as well as the grandfathering of class II weekly wages;
  - For 2008, profit sharing is fully committed to supplement class III weekly wages as well as the grandfathering of class II weekly wages;
  - Employees in the class III – Technician occupation with a NCS of 2000, Material and Equipment Attendants grandfathered at \$880.00 weekly, and class II employees with grandfathered rates shall not be entitled to profit sharing distributions in respect of the 2009, 2010 or 2011 calendar years in the event that these employees remain in these positions for at least 6 months in the respective years.

3. A joint union-management committee shall be established to meet not later than July 31, 2009 and quarterly thereafter to discuss criteria for the distribution of applicable profit sharing payments amongst employees represented by the Union. The Union shall have up to four **(4)** representatives (including craft and clerical) on the committee and the Company may have a corresponding number of representatives. In addition, an HR/IR representative from the Company and a National Representative from the Union may participate in these meetings.
  
4. The Union shall have two (2) representatives (including craft and clerical) participate at the Company Executive Meeting(s) where the determination of the amount of profits available for sharing amongst employees represented by the Union is made. The meeting (s) shall take place in the calendar year following the year for which any profit sharing is being determined.

Signed at Ottawa this 23<sup>rd</sup> day of May 2007

**FOR THE COMPANY**

**FOR THE UNION**

Karen G. Hunt

Janice McClelland

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**BELL PREVENTATIVE MAINTENANCE PROJECT**

**MEMORANDUM OF AGREEMENT BETWEEN**

**EXPERTECH**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES**  
**EMPLOYEES**

It is understood that the Company has the opportunity to provide up to 125 craft and services employees to Bell Canada under contract in connection with their preventative maintenance project (the "project"). Those eligible to volunteer for this project will be employees who have worked in the splicer occupation under the previous collective agreement for not less than three (3) consecutive months and, as a result of the Company's implementation of the new skill based model, will be reclassified into the Class II – Splicer or Class III - Technician occupations (as reflected in Attachment A to the Collective Agreement).

While so assigned, it is understood that technicians working on this project will continue to be employed by Expertech and will be subject to the terms and conditions of the collective agreement between the Company and the CEP, save and except that travel allowances and any other expense or similar reimbursement as contemplated by Article 23 of the Collective Agreement shall have no application to employees volunteering for this assignment. Technicians volunteering for this project will be paid the Class I hourly rates as reflected in the new skill based model and hours of work under the Collective Agreement. Further, technicians volunteering for this project must commit to work not less than one (1) year on the project and shall not be entitled to seek other work opportunities with the Company during the year. After the expiry of the one (1) year period, technicians so assigned will have the opportunity to apply for upgraded positions at Expertech in accordance with the Collective Agreement. In turn, the Company will make project opportunities available to other eligible technicians. Opportunities to work on this project will be assigned on the basis of seniority subject to the eligibility criteria noted above.

Opportunities to work on the project will continue for the duration of Expertech's contract with Bell Canada for this specific project which is expected to be for up to three (3) years. Following the completion of

Expertech's work on the project, technicians so assigned will be re-integrated into the new skill based model based on seniority and, where applicable, occupation.

It is further understood that this project work is in addition to the 900 technician model as set out in the Company's final offer document.

Signed at Ottawa this 23<sup>rd</sup> day of May 2007

**FOR THE COMPANY**

**FOR THE UNION**

Karen G. Hunt

Janice McClelland

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The following Letters of Intent are included in this agreement solely for the sake of convenience and shall not **be construed as** forming part of this Collective Agreement.

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May 23, 2007

Ms. Janice McClelland  
National Representative  
CEP

Subject: **Contracting Out**

Dear Ms. McClelland:

This is to confirm our understanding reached during bargaining for the renewal of the Craft and Services employees Collective Agreement regarding the issue of contracting out.

What follows has been developed jointly in a spirit of cooperation and trust based on the belief that there is a value and benefit to the employees, the Company, and the customer if:

- Employment security is enhanced by a productive, healthy and cost effective organization.
- While striving to provide employment security to regular employees, there is an improved understanding as to why contractors are used.
- There is a greater involvement by employees in the decision-making process.
- The Union and the Company work together and act responsibly balancing the interests of the customer, the Company and the employee regarding the issue of the utilization of contractors.

While the Company intends to be competitive in utilizing its own workforce, it is recognized that the Company requires the flexibility to use contractors:

- To meet peaks;
- To grow the business;
- To make competitive bids possible;
- To support, protect and grow our core group of Regular employees on a long term basis;
- Where we do not have the tools, equipment and/or expertise.

Prior to utilizing contractors, the following options will be considered:

- economic and effective use of overtime
- increased hours for Temporary Part-Time employees
- additional hiring of Temporary employees

Based on the principles outlined above, the parties have agreed to establish forums for the exchange of information and to encourage consultation between management and representatives of the Union on issues related to the contracting out of work, which may be performed by bargaining unit employees.

At least once per year, or more frequently where agreed to by both parties, an Officer of the Union (or their delegate) shall meet with the President to discuss the broad principles associated with the contracting out issue as it pertains to Expertech.

Each quarter, or more frequently where agreed to by both parties, each Vice-president shall meet with the appropriate National Representative to discuss and review contracting out activity and concerns within his organization. The Vice-president and the National Representative may jointly agree to delegate, in part or in full, the responsibility for these quarterly meetings where, in their opinion, such delegation would result in more meaningful dialogue between the parties.

It is agreed that the meetings contemplated under this letter may be face-to-face, by conference call, etc., as deemed appropriate by the individuals involved.

Although not intended to limit the scope of discussions, areas, which shall be reviewed, include:

- Work contracted out since the last meeting.
- Feedback on work, which was contracted out (to highlight possible improvements or suggest alternatives).



- Work, which is expected to be contracted out (with as much advance notice as practicable).
- Alternatives to the contracting out of work.

In discussions related to the contracting out of bargaining unit work, relevant considerations may include, but are not limited to, the type of work being contracted out, the availability of necessary skills and equipment, price and quality competitiveness, balancing out the amount of work required to be performed, etc.

The parties' wish is that these forums encourage a growing and meaningful dialogue at the operating level of the Company on the issue of contracting out.

Yours truly,

Karen G. Hunt  
Vice President– Human Resources



May 23, 2007

Ms. Janice McClelland  
National Representative  
CEP

**Subject: Time off for Union Business (Article 5)**

Dear Ms. McClelland:

This is to confirm our understanding regarding the above-mentioned subject and applicable to the Craft and Services Employees Bargaining Unit.

Article 5

The Union and the Company underline the common understanding that paid time off for grievance handling includes:

- time for the Steward to meet the grievor,
- passing the grievance from one step to another which could involve a change of representative,
- some necessary discussions with the National Union office i.e. reasonable "handling" of a grievance,

but does not include:

- time for Union grievance committee meetings,
- time for on-site investigations by Union Stewards.

In summary, paid time is granted for a grievor and his Steward to consult, reasonable handling of the grievance and face-to-face meetings with management. All other time is unpaid (OXP).

Section 5.01 (Paid time to handle grievances)

The Company will encourage field managers to discuss required time off for grievance handling with the employee requesting such time to ensure that the necessary, reasonable amount of time is given, subject to service requirements.

If the manager decides the time is not reasonable, the employee may have only the authorized time and may exercise his right to grieve accordingly if not satisfied.

Once time has been approved by a manager, the code will not be changed at a later date.

Yours truly,

Karen G. Hunt  
Vice President– Human Resources



May 23, 2007

Ms. Janice McClelland  
National Representative  
CEP

Subject: **Assignment of Hours of Work – Temporary Part-Time Employees**

Dear Ms McClelland:

This is to confirm our understanding reached during bargaining for the renewal of the Craft and Services employees Collective Agreement regarding the assignment of hours to Temporary Part –Time employees.

**Distribution of Hours**

At the time of the initial assignment of hours, the following procedure shall apply to the Temporary Part-Time employees working within the same occupation and headquarters (in the case of the headquarters of Montreal and Toronto, within the occupation and NSTs within the headquarters),:

- all Temporary Part-Time employees shall be assigned two days of work per week.
- the remaining hours shall first be assigned, in order of seniority among the available Temporary Part-Time employees, up to the basic hours of work per week for Full-Time employees.

**Availability for Additional Work**

A Temporary Part-Time employee may make himself available for work in other occupations and/or job locations when not required to work in his normal occupation and headquarters (or NST in the case of the headquarters of Montreal and Toronto). It is understood that the employee's availability is

subject to the work requirements of his own group as determined by his immediate manager. It is the employee's responsibility to inform his immediate manager of his availability for work in other occupations and/or job locations. The employee's immediate manager will take the necessary steps to ensure that management responsible for those other occupations and/or job locations are informed of the employee's availability for work.

An employee who accepts to work in another job location as a result of his declaration of availability for additional work shall not be entitled to the provisions of Article 23.

**Utilization of Part-Time Employees**

It is agreed that the Company shall provide the Union, on a quarterly basis, with available statistics regarding the utilization of Temporary Part-Time employees in the Company.

Furthermore, in order to ensure a proper mutual understanding of the Company's needs and the Union's potential concerns, the appropriate Regional Manager and Chief Steward shall meet in consultation, twice a year, to review and discuss such statistics, together with any perceived inequities in the utilization of Temporary Part-Time employees.

Yours truly,

Karen G. Hunt  
Vice President – Human Resources



May 23, 2007

Ms. Janice McClelland  
National Representative  
CEP

Subject: **Freezing of Grievances**

Dear Ms. McClelland:

This is to outline our understanding regarding the “freezing of grievances” arising out of the interpretation of a provision of the Craft and Services Collective Agreement.

Following the Company’s reply at Step 2, to at least one grievance on the issue being considered for freezing, a National Representative of the Union and a representative from Human Resources shall work out the specific procedure in each instance which must contain at least the following elements.

- a) Following mutual agreement to implement the “freeze” procedure, all grievances already heard at step 1 of the grievance procedure and those which may be submitted and heard at Step 1 during the “freeze” period which deal with the same provision of the Collective Agreement and substantially the same matter as the grievance which triggered the “freeze” shall be immediately referred to Step 2 and frozen at the step. A method to identify such cases shall be determined by the National Representative of the union and the representative from Human Resources.
- b) Where no agreement is reached with respect to the referral of a grievance to Step 2, in accordance with this procedure, it shall be processed through the normal grievance procedure, as contained in Article 14 of the Collective Agreement.

c) Where a National Representative of the Union believes that a grievance concerns an issue, which has not been “frozen”, the grievance shall be referred to the appropriate step of the grievance procedure. The normal time limits shall apply and commence on the date on which the local Union representative refers the grievance to the appropriate manager.

d) The National Union shall then choose one representative case, which will be submitted to arbitration in accordance with Article 15 of the Collective Agreement.

e) The grievance frozen at Step 2 shall remain frozen until 30 days have elapsed from the receipt by the parties of the final arbitration award in respect of the representative case referred to arbitration as provided in paragraph d), at which time

i) the parties shall meet as early as possible to deal conclusively with those grievances. It is understood that the arbitration award just referred to does not determine the outcome of the other grievances unless the parties agree;

**AND**

ii) the 30 calendar day time limit for referring a grievance to arbitration expressed in Article 15 commences to run.

f) The normal time limits prescribed in Article 14 of the Collective Agreement for submitting a grievance to Step 1 of the grievance procedure shall be respected.

g) The Union and the Company shall be responsible for informing their respective Stewards and managers of the existence of a “freeze” and of its nature.

Yours truly,

Karen G. Hunt  
Vice President – Human Resources



May 23, 2007

Ms. Janice McClelland  
National Representative  
CEP

Subject: **Alternate Work Week**

Dear Ms. McClelland

This is to outline our understanding applicable to the Craft and Service employees bargaining unit regarding the possible institution of an alternative work week on a local basis. The following conditions shall apply:

- An alternate work week may be instituted only by mutual agreement between local management and local union representatives. This option can be implemented for an individual employee or a group of employees, provided that employee participation is voluntary. The company and union agree that approval to implement an alternative work week will not unreasonably be withheld.
- It is agreed that every time an alternative work week is to be instituted, the applicable terms and conditions shall be confirmed in a Letter of Agreement signed between the appropriate Regional Manager and Chief Steward, or their designates.

#### Example for a Four (4) Day Work Week

- Where a four (4) day work week is instituted, both parties further agree that the terms "scheduled tour of duty" and "basic hours of work" shall mean four tours of ten (10) hours of work per day and 40 hours per week for the purposes of applying Articles 18 and 19 of the Craft and Services employees Collective Agreement.
- In the application of individual days off with pay (e.g. vacation, holiday), options for pay treatment, for the 2 hours in excess of the 8 hours provided by



the paid day off, shall be considered. Such options shall be mutually agreed to and could include, utilization of banked time, granted unpaid, 2 days @ 10 hours plus 1 day @ 12 hours or other arrangements.

#### General

- Other alternate work week arrangements (e.g.: 2 tours of 13 hours per day plus 1 tour at 14 hours, etc), other than that outlined above may be implemented by the parties within the general framework specified under the terms of this letter where such an arrangement meets with the approval of both the Regional Manager and the Chief Steward, or their designates.
- Any agreement by the parties under the terms of this letter shall be conditional to the observance of all legal requirements prescribed under any applicable legislation

Yours truly,

Karen G. Hunt  
Vice President – Human Resources



May 23, 2007

Ms. Janice McClelland  
National Representative  
CEP

Subject: **Joint Review Committee (Article 24)**

Dear Ms. McClelland:

This is to confirm our understanding reached during bargaining for the renewal of the Craft and Services employees Collective Agreement regarding the establishment of a Joint Review Committee (Article 24).

The parties agree to the establishment of a Joint Review Committee consisting of three (3) Company and three (3) Union representatives with a mandate to:

- consult with Union and Company representatives, when requested, on Step 2 cases related to the application and interpretation of Article 24 of the collective agreement;
- monitor the Job Posting Procedures, making adjustments, as it deems necessary to those procedures. It is understood that the Joint Committee shall not have any power to alter or change any of the provisions of the Collective Agreement or to substitute any new provisions for any existing provisions;
- oversee the transition to the new procedures contained in Article 24 and to recommend administrative procedures for implementation;
- recommend any modification it considers necessary to the existing provisions of the Collective Agreement for consideration by the parties during bargaining.

The Committee shall set its own schedule of meetings. Reasonable expenses of employee representatives necessary for their work for the Committee shall be paid for by the Company.

Yours truly,

Karen G. Hunt  
Vice President – Human Resources



May 23, 2007

Ms. Janice McClelland  
National Representative  
CEP

**Subject: Transfers, Reassignments, Out of Country Assignments, Job Posting Procedures and Qualifications and Basic Job Requirements**

Dear Ms. McClelland:

This is to outline basic job requirements and qualifications and their relationship to Transfers, Reassignments, Out of Country Assignments and Job Posting Procedures.

1. With regard to subsection 24.03 (9), Article 22 and the Memorandum of Agreement on Out of Country Assignments, "meets job requirements" shall mean that the employee is meeting the basic requirements of his job, is not on interim review and is, in his general performance, satisfactory. For example, an employee will not be disqualified for reasons of one or two absences, one or two lates or one or two minor quality defects.

2. With regard to sections 24.05 and 24.06, as well as Article 22, it is understood that job qualifications will bear a reasonable relationship to the basic requirements of the job opening or vacancy and it is further understood that qualifications for jobs or vacancies of the same type will not be dissimilar.

3. An employee shall be considered qualified if they meet the following criteria:

**(i). Basic Requirements - Network Specialist Central Office Technician:**

- Proficient in all aspects of the "Builder" level Central Office job.
- Minimum 2 years Central Office experience at the "Builder" level.
- Able to read and understand technical documents and work plans.
- Demonstrate comfort at working aloft on ladders, on cable racks, or

- underground. (ECM's)
- Shows initiative e.g. ordering correct materiel for job, loading materiel onto truck, setting up job.
- Availability to work shifts and to remain away from home overnight.
- Good computer skills
- Able to produce accurate time sheets, billing sheets, quality reports.
- Able to communicate with customers and support staff.

**(ii). Basic Requirements - Network Specialist Splicer / Transmission Tester:**

- Proficient in all aspects of the “Builder” level splicing job.
- Minimum 2 years splicing experience at the “Builder” level.
- Able to read and understand technical documents and work plans.
- Demonstrate comfort at working aloft on spurs, ladders, cable racks; and working in underground manholes.
- Shows initiative e.g. ordering correct materiel for job, loading materiel onto truck, setting up job.
- Availability to work shifts and to remain away from home overnight.
- Able to produce accurate time sheets, billing sheets, quality reports.
- Able to communicate with customers and support staff.

**(iii). Basic Requirements - Builder Central Office Technician:**

- Able to read and understand technical documents and work plans.
- Able to assist in securing equipment bays to the floor, mount equipment, install super structure.
- Able to assist in running and securing cables in accord with approved Practices.
- Able to learn colour code, connect wires, including wire wrap, punch on, solder and BNC connectors.
- After receiving training, and demonstration of skills, must be able to complete, in a satisfactory manner, certain jobs independently. (e.g. wire out a DSLAM to frame, to DSX panel and power bays)
- Demonstrate comfort at working aloft on ladders, on cable racks, or underground. (ECM's)
- Availability to work shifts and to remain away from home overnight.
- Able to set up job safely. (e.g.: cones, signs, Passport)
- Basic computer skills
- Able to produce accurate time sheets, billing sheets, quality reports.
- Able to communicate with customers and support staff.

**(iv). Basic Requirements – Builder Splicer:**

- Able to read and understand technical documents and work plans.
- Able to assist in securing cables, terminals and equipment.
- Able to prepare cables for splicing in accord with approved practices.

- a Able to learn colour code and binder groups; and connect wires with various methods (i.e.: 3M, MR1, wire wrap, punch on, and solder). For fiber, must be able to identify fibers, tubes, ribbon and prepare cables for fusion.
- After receiving training, and demonstration of skills, must be able to complete, in a satisfactory manner, certain jobs independently, e.g.: set up work area, prepare cables and complete basic "C" splice (dead cable), splice in a basic distribution terminal.
- Demonstrate comfort at working aloft on spurs, ladders, cable racks; and working in underground manholes.
- a Able to set up job safely (e.g.: cones, signs, atmospheric tester) and utilize required safety equipment. (body belt, voltage tester, etc)
- Shows initiative e.g. ordering correct materiel for job, loading materiel onto truck, setting up job.
- Availability to work shifts and to remain away from home overnight.
- Able to produce accurate time sheets, billing sheets, quality reports.
- Able to communicate with customers and support staff.

**(v). Basic Requirements – Builder Line Technician**

- Able to read and understand technical documents and work plans
- Able to carry and set up ladders, heavy equipment and cables
- Able to assist in installing and securing cables, terminals and equipment
- After receiving training, and demonstration of skills, must be able to complete, in a satisfactory manner, certain jobs independently, e.g.: Attach strand to pole; transfer cable lasher, attach guy, relocate cable and strand, pump and ventilate manhole, rope duct.
- Demonstrate comfort at working aloft on spurs, ladders, cable racks; and working in underground manholes.
- Shows initiative e.g. ordering correct materiel for job, loading materiel onto truck, setting up job and understanding the sequencing of a job.
- Able to set up job safely (e.g.: cones, signs, atmospheric tester) and utilize required safety equipment. (body belt, voltage tester, etc)
- Availability to work shifts and to remain away from home overnight.
- Able to produce accurate time sheets, billing sheets, quality reports.
- Able to communicate with customers and support staff.

Yours truly,

Karen G. Hunt  
Vice President– Human Resources



May 23, 2007

Ms. Janice McClelland  
National Representative  
CEP

Subject: **Joint Review Committee - Reasonable  
Accommodation Cases**

Dear Ms. McClelland:

This is to record our understanding reached during bargaining for the renewal of the Craft and Services employees Collective Agreement regarding the Joint Review Committee (Article 24) and reasonable accommodation cases.

It is agreed that either party may, after it has been heard at Step 2 of the Grievance Procedure, refer a case involving the reasonable accommodation of a Company employee as provided in Article 33 of the Collective Agreement to the Joint Review Committee for its examination and discussion. The Joint Review Committee will advise the interested parties of its recommendations regarding the resolution of the case.

Yours truly,

Karen G. Hunt  
Vice President– Human Resources



May 23, 2007

Ms. Janice McClelland  
National Representative  
CEP

Subject: **Training Programs Outside the Country**

Dear Ms. McClelland:

This is to confirm our understanding that employees of the Craft and Services employees bargaining unit who, at the request of the Company, take courses or attend training programs outside the country remain covered by the bargaining unit during their attendance at such courses or programs.

When employees are assigned to courses outside the country, the provisions of the Collective Agreement in effect at the time of the assignment shall continue to apply. It is agreed, however, that per diem allowances will be paid in U.S. dollars.

If the circumstances are such that the employer cannot apply the provisions of section 23.12 of the Collective Agreement, the assignment will be on a voluntary basis unless the parties conclude a letter of agreement relating to the conditions applicable during this assignment, in which case all employees assigned to these courses or programs will be covered by the conditions of this agreement.

In all cases, the employee will have thirty (30) days (as defined in section 14.01 of the Collective Agreement) from the date of his return to Canada to file a complaint or a grievance in virtue of the provisions of the Collective Agreement or, as the case may be, in virtue of the provisions of the agreement referred to in the previous paragraph.

Yours truly,

Karen G. Hunt  
Vice President– Human Resources





May 23, 2007

Ms. Janice McClelland  
National Representative  
CEP

Subject: **Benefits**

Dear Ms. McClelland:

### **POST RETIREMENT BENEFITS**

The Company shall continue to pay, for the duration of the Collective Agreement, for pensioners entitled to post-retirement benefits, the premiums to cover the full cost of drug coverage, during retirement, in a company-administered plan.

### **CHANGES TO BENEFIT PLANS**

As discussed during bargaining for the renewal of the Collective Agreement, the Company will implement the following changes to the benefit plans:

1. Mandatory generic drug benefit coverage. Where brand name drugs provided either at the request of employee or required by doctor, only 80% generic drug cost will be covered. Where generic drug not available, will be reimbursed at 80% of brand name cost.
2. Emergency travel coverage reduced to 30 days.
3. Semi-private hospitalization coverage eliminated.
4. Short-term disability program reduced to twenty-six (26) weeks coverage with benefits based on the following:

**Length of Service**

**Amount of Benefit**

Less than 3 months	Nil (employee applies for EI benefits)
3 months but less than 2 years	100% of earnings for 2 weeks, 66 2/3% of earnings for 24 weeks.
2 years but less than 4 years	100% of earnings for 5 weeks, 66 2/3% of earnings for 21 weeks.
4 years but less than 6 years	100% of earnings for 7 weeks, 66 2/3% of earnings for 19 weeks.
6 years but less than 8 years	100% of earnings for 9 weeks, 66 2/3% of earnings for 17 weeks.
8 years but less than 10 years	100% of earnings for 11 weeks, 66 2/3% of earnings for 15 weeks.
10 years but less than 15 years	100% of earnings for 13 weeks, 66 2/3% of earnings for 13 weeks.
15 years and over	100% of earnings for 26 weeks

5. Long-term disability program available following short-term disability subject to eligibility requirements. Long-term disability benefits shall be sixty-six and two-thirds percent (66 2/3%) of employee's regular earnings.

Yours truly,

Karen G. Hunt  
Vice President– Human Resources



May 23, 2007

Ms. Janice McClelland  
National Representative  
CEP

Subject: **Seasonal Leave with Income Averaging**

Dear Ms. McClelland:

This is to confirm our understanding reached during bargaining for the renewal of the Craft and Services employees Collective Agreement.

A seasonal leave with income averaging will be offered to regular full-time employees subject to mutual agreement between the manager and the employee. The following conditions shall apply.

**OPTION A** - 90/10 Seasonal Leave

- the period of time not worked will be 5 weeks and 1 day.

**OPTION B** - 80/20 Seasonal Leave

- the period of time not worked will be 10 weeks and 2 days.

**GENERAL**

The period of time not worked may be taken in one or two blocks of time within the one-year income averaging period, subject to the needs of the business. The one-year income averaging period must begin sometime during the duration of the Collective Agreement.

An employee who is on the seasonal leave with income averaging program will be exempt from any of the reduced work week options that may be instituted under the terms of the Memorandum of Agreement on Reduced Work Week during the employee's one-year income averaging period.

The normal Company practices associated with seasonal leaves will be applicable. Service credits will be granted for the entire leave. Pensionable employment granted for pension-calculation purposes for time not worked will be limited to the maximum allowed by law. Pensionable earnings will be based on 100% (and not 90% or 80%) of full-time basic salary during the period of leave.

Yours truly,

Karen G. Hunt  
Vice President – Human Resources



May 23, 2007

Ms. Janice McClelland  
National Representative  
CEP

Subject: **Workforce Diversity**

Dear Ms. McClelland:

This is to confirm our understanding reached during bargaining for the renewal of the Craft and Services Employees Collective Agreement regarding Workforce Diversity (including Employment Equity).

**Shared Vision**

The Company and the Union recognize the need to achieve equality in the workplace so that all employees are treated with dignity and respect, are free from harassment, and are provided the opportunity to achieve their full potential.

This means that women, aboriginal peoples, persons with disabilities and persons who are, because of their race or colour, in a visible minority in Canada may require the implementation of special measures and accommodation to overcome unintentional discrimination. In a similar vein, the Company and the Union recognize the need for, and encourage, greater awareness and acceptance of the diversity of our workforce.

**Joint Committee**

A Joint Committee will be established with a mandate to consider ways and opportunities for improving workforce diversity including employment equity. It is recognized that the Company may, in certain circumstances,

operate outside the structure of the Joint Committee in view of its obligations as required by legislation, regulation or similar authority.

Decisions of the Committee are to be achieved jointly by consensus with a view to promoting, to the fullest extent practicable, the active involvement of employees, union representatives, and managers at the operating level of the Company.

Within the terms of reference expressed above, the parties expect to consult and explore together the reasonable positive steps that may be taken in relation to such issues as:

- The Company and Union will consult on policy issues related to Employment Equity legislation and seek the input of the Joint Committee on the implementation of guidelines (e.g., Employment Equity goals and timetables required of the employer under the Employment Equity Act).
- The development and implementation of special measures to facilitate the movement of persons from the four **(4)** designated groups into the bargaining unit.
- The joint development and subsequent implementation of training strategies and educational programs dealing with issues associated with diversity, equity and human rights. Joint (Company-Union) leadership of harassment sensitivity training is strongly encouraged.
- The development and implementation of on-going support mechanisms for persons placed into jobs through special measures.
- The provision of aids and assistance for job information and guidance.
- The review of qualifications, as deemed appropriate by the Joint Committee, to ensure that they are work related and do not present an illegal barrier to achieving equality in the workplace.

### **Structure and Meetings of the Joint Committee**

The composition of the Joint Committee shall be:

Three (3) Company and three (3) Union representatives.

One (1) of the Union representatives shall be a National Representative representing Québec and Ontario. The Company and Union representatives who serve on the Committee shall be the members of the Corporate Safety and Health Committee.

In addition to the representatives outlined above, an employee representative from one (1) of the four (4) designated groups may be invited to attend the meeting of the Committee as an “ad hoc” member. This representative shall be from the province in which the meeting is being held.

Meetings of the Committee shall be held coincident with the meetings of the Corporate Safety and Health Committee.

### **Schedule and Reporting**

The Joint Committee shall convene its first meeting within three (3) months following the signing of the Collective Agreement and will meet at least annually thereafter.

The Joint Committee will issue an annual report, beginning in 2003, reviewing the activities of the Joint committee on Workplace Diversity.

Yours truly,

Karen G. Hunt  
Vice President– Human Resources





May 23, 2007

Ms. Janice McClelland  
National Representative  
CEP

**Subject: Overtime on Callouts and on a Day Outside the Employee's Scheduled Work Week**

Dear Ms. McClelland:

This is to confirm our understanding reached during bargaining for the renewal of the Craft and Services Employees Collective Agreement regarding assignment of overtime on callouts and on a day outside an employee's scheduled work week (i.e., Sixth day).

It is intended that when overtime is required under these circumstances, it will first be offered, with due consideration being given to seniority, to the employees in a manager's group, in the same occupation and reporting centre, providing they have the necessary qualifications to do the work. In the event there are no volunteers, it may be assigned.

Yours truly,

Karen G. Hunt  
Vice President– Human Resources





May 23, 2007

Ms. Janice McClelland  
National Representative  
CEP Union  
701 Evans Avenue, Suite 200  
Etobicoke, Ontario  
M9C 1A3

**SUBJECT: BENEFIT PLANS**

Dear Ms. McClelland:

This is to confirm that any further changes to core Health and Dental benefit plans will be done in consultation, and in agreement with the Union, who shall not unreasonably withhold its agreement.

The Company shall seek a review of the plan costing on a semi-annual basis and the information shall be shared with the Union.

The Company commits that the adjustments shall not reduce the aggregate level of benefits available to the employees covered by the Collective Agreement.

Regards,  
**EXPERTECH NETWORK INSTALLATION INC.**

Karen G. Hunt  
Vice President, Human Resources



May 23, 2007

Ms. Janice McClelland  
National Representative  
CEP

Subject: **Pension**

Dear Ms. McClelland:

### **PENSION PLAN**

Any employee hired or rehired after the date of ratification (March 19, 2007) shall participate in the Company's Defined Contribution Pension Plan.

Any current employee shall have the opportunity to move from the current Defined Benefit Pension Plan into the Defined Contribution Pension Plan. This election must be made within sixty (60) days following the date of ratification (March 19, 2007). Otherwise, current employees shall remain in the Defined Benefit Pension Plan subject to any other opportunities the Company may offer.

### **PENSION DISCUSSIONS**

Notwithstanding the provisions of Article 25.03 of the Collective Agreement, the Union and the Company agree to discuss alternative pension options, including post retirement benefits after any potential changes to the Bell Pension Plan.

Any changes to benefits will be reviewed with the union and shall be subject to agreement between the parties

Yours truly,

Karen G. Hunt  
Vice President– Human Resources



May 23, 2007

Ms. Janice McClelland  
National Representative  
CEP

Subject: **Hours Worked**

Dear Ms. McClelland:

This is to confirm what hours are to be considered in the calculation of Hours Worked towards progression on the wage grids.

Hours Worked shall include all hours recorded as Regular as well as Vacation and Statutory Holidays. Specifically, the time codes that will be included in this calculation are as follows:

REG, ADD, OSP, OBP, OEP, OGP, OUP, OXP, HDP, HMP, OZP,  
VO#, RPP, PGP, POP, WOP, WOU, MAP, MLP, TGP

Please note that for administrative or other purposes, the actual codes listed above are subject to change however, the actions that they represent shall remain included in the calculation of hours worked.

Yours truly,

Karen G. Hunt  
Vice-president, Human Resources



May 23, 2007

Ms. Janice McClelland  
National Representative  
CEP

Subject: **Appropriate and Safe Return to Work**

Dear Ms. McClelland:

Further to the proposal of the Union during negotiations, it is agreed that the Company and the Union shall implement a joint committee to monitor the return to work of employees in accordance with the document presented by the Union and recognizing the potential involvement of third parties involved in claims management issues.

Yours truly,

Karen G. Hunt  
Vice-president, Human Resources



May 23, 2007

Ms. Janice McClelland  
National Representative  
CEP

Subject: **Project Agreements Outside Ontario and Quebec**

Dear Ms. McClelland:

The Company shall initiate a meeting with the appropriate National Officer of the Union, or his delegate, in order to consult on the working conditions applicable to any projects outside of Ontario and Quebec where the Company believes the working conditions under the Collective Agreement may have to be modified in order to enable the Company to bid competitively. The Union agrees to meet with the Company and respond expeditiously.

All working conditions applicable to a particular project, which are not covered by this Memorandum of Agreement, shall be identified prior to requesting volunteers.

Yours truly,

Karen G. Hunt  
Vice-president, Human Resources