

COLLECTIVE AGREEMENT

BETWEEN

BELL MOBILITY PAGING INC. MARS: 2520

AND

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

March 24th 2002 to March 23rd 2005

105.38(03)

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ARTICLE 1 **DEFINITIONS**

1.01 Employee

Means any employee covered by this Agreement pursuant to article 3.01.

Where the feminine appears in this Collective Agreement, it shall be deemed to mean the masculine as well, unless otherwise specifically stated or unless the context dictates otherwise.

1.02 Employer

Means Bell Mobility Paging Inc.

1.03 Parties

Means the Employer and the Union.

1.04 Union

Means the Communications, Energy and Paperworkers Union of Canada, Local 102-0.

ARTICLE 2 **PURPOSE OF THE AGREEMENT**

2.01 The purpose of this Agreement is to establish and maintain an orderly collective bargaining relationship between the Employer and the Union, with due regard for the Employer's profitable and efficient operations, to set forth provisions concerning working conditions of employees recognizing the existence of applicable occupational safety and health legislation and to provide a prompt and amicable method of settling grievances which may arise from time to time.

2.02 Any Letter of Agreement forms an integral part of the Collective Agreement.

ARTICLE 3 **UNION RECOGNITION AND SCOPE OF THE AGREEMENT**

3.01 The Employer recognizes the Union as the sole bargaining agent representing employees covered by the amended certification issued on November 4, 1997 by the Canada Labour Relations Board (CLRB file: 530-2691) which reads:

“all employees of Bell Mobility Paging Inc. employed at its PageLink facility in the city of Gloucester, excluding operations coordinator, systems coordinator, supervisors and those above”

ARTICLE 4 **MANAGEMENT RIGHTS**

4.01 The Employer has the exclusive **right** to operate and manage its business in all respects including, without limiting the generality of the foregoing, the right to:

select and hire employees, suspend, dismiss and impose discipline on them for just cause;

- establish its manpower needs, including the right to set blocks of work hours to be filled by employees and to fill them, to reduce the **work** force and proceed with recalls;
- set the methods of work; and, generally to maintain order and efficiency of the operations.

subject only to any limitations set out in the other provisions of this Agreement.

ARTICLE 5 **WORK BY MANAGEMENT REPRESENTATIVES**

5.01 It is not the intention of the Company that its management personnel and supervisors execute work which is normally done by employees covered by the Union’s certification, except in the following cases where the parties agree that management personnel and supervisors may do so:

1. Training and familiarization of employees; or
2. Experimental or repair work; or
3. Assisting an employee who is in need; or

4. During off-peak hours, where there are at least ten (10) calls waiting (requests) and until such time that the calls waiting have dropped below that number.
5. During peak hours, when there are at least fifteen (15) calls waiting (requests) and until such time that the calls waiting have dropped below that number.

ARTICLE 6 **NO DISCRIMINATION**

6.01 There shall be no discrimination by the Employer or by the Union or by any employee against any employee or management representative or by any management representative against any employee on the following grounds:

race, national or ethnic origin, colour, religion, sexual orientation, age, marital status, family status, pardoned conviction, physical or mental disability.

ARTICLE 7 **UNION SECURITY AND CHECK-OFF**

7.01 All employees covered by the Agreement shall be required, as a condition of employment, to pay the Union dues as stipulated at articles 7.02 and 7.03.

7.02 For all employees, such dues are deductible as of the beginning of their employment.

7.03 The Union will advise the Employer, in writing, of the amount of Union dues to be deducted from the paycheque of each employee. Any changes thereto will also be communicated by the Union, in writing, to the Employer, at least 30 days in advance.

7.04 Dues deducted as specified above in any month will be forwarded to the Union, by the Employer, no later than the 21st day of the following month.

7.05 The Union agrees to indemnify the Employer and hold it harmless against any claim which may arise in complying with the provisions of article 7.

7.06 The total amount of Union dues deducted will be shown on the Revenue Canada T4 form issued annually to each employee.

ARTICLE 8 **UNION ACTIVITIES**

8.01 (a) The Employer will prepare and post a seniority list containing the following information: employee name and date of hire;

Employees who have not acquired seniority pursuant to article 14 will nonetheless appear on the list. However, their name will be marked with an asterisk.

The seniority list will be updated on a monthly basis.

(b) The Employer will provide the Union with the following information which will be placed in its mailbox:

- an updated copy of the fixed work schedule and of the variable work schedule;
- a copy of any job posting and job award; and
- notification of the removal of the name of an employee from the seniority list and the reason for same.

8.02 The Union will advise the Employer, in writing, of the identity of four **(4)** Union representatives chosen from members of the bargaining unit. The Union will promptly advise the Employer of any changes thereto.

8.03 (a) **A** Union representative will be excused from work for time spent attending a meeting in the presence of one or more representatives of the Employer, and reasonable time spent in preparing for such a meeting immediately prior to it taking place, without loss of her regular wages, in the following cases. The Union representative must obtain prior authorization of the manager to be absent for such preparation, which authorization will not be unreasonably denied:

- during a meeting at step 3 of the grievance procedure described at article 10.05 (b); or,
- in accompanying an employee who is receiving a written disciplinary measure as described at article 9.03.

If the Union representative must attend a meeting described at article 10.05b) or is requested to accompany an employee who is receiving a written disciplinary measure as described at article 9.03 outside her work schedule, notwithstanding any other provision in the Agreement, she will receive an allowance equivalent to the time spent in the presence of the Employer multiplied by her regular hourly rate.

- (b) A Union representative will be excused from work, if necessary, in the following cases:
- to process a grievance, other than what is provided for at 8.03a). In such a case, the Union representative must obtain the prior authorization of the manager, which authorization will not be unreasonably denied, and advise the manager immediately prior to her return to work; or,
 - to attend an arbitration hearing. In such a case, the Union must advise the Employer of the identity of the Union representative at least twenty-one (21) days in advance.
- (c) Two (2) Union representatives will be excused from work to attend meetings in the presence of representative of the Employer for the renewal of the Collective Agreement.
- (d) A Union representative having a fixed work schedule who will be absent from work as provided in article 8.03 b) or c) will be paid by the Employer as if she had been at work according to her fixed schedule. The Employer will correspondingly invoice the Union which will pay within thirty (30) days of its receipt of the invoice.

8.04 The National or local Representative of the Union may attend the meeting held at step 3 of the grievance procedure described at article 10.05b).

Except as provided at article 8.03 a), the National or Local Representative may meet a Union representative at the work place, outside of the latter's work hours. Such meeting will require prior approval by the Employer and will take place in an officemade available by the Employer.

8.05 The Employer will provide the Union with a Bulletin Board for the posting of Union related notices which are not detrimental to the Employer, its personnel generally, excluding employees as defined at article 1.01, its clients and its suppliers. The Union will stamp each document in advance of its being posted with the statement “authorized by” and initialled by the chief representative of the Union.

8.06 Up to a maximum three (3) employees may obtain leave from work, not exceeding one (1) week at a time, for the purpose of attending to Union business away from the work place.

The Union must address a request to the Employer, in **writing**, at least twenty-one (21) days in advance.

The request will include the name(s) of the employee(s) as well as the date(s) of the leave. The approval of the request by the Employer will not be unreasonably withheld.

Employees having a fixed schedule who will thus be absent from work will be paid by the Employer as if they had been at work according to their fixed schedule. The Employer will correspondingly invoice the Union which will pay within thirty (30) days of its receipt of the invoice.

8.07 The Employer will advise the employees of the existence of the present Collective Agreement.

ARTICLE 9 **DISCIPLINE AND DISCHARGE**

9.01 No employee covered by this Agreement shall be disciplined, suspended or discharged without just cause.

9.02 The Employer will provide to the concerned employee a copy of all written disciplinary measures taken, a copy of which shall be placed in the Union’s mailbox.

9.03 (a) **An** employee who is scheduled to meet a representative of the Employer to receive a disciplinary measure will be accompanied by a Union representative.

- (b) In the event that no Union representative is scheduled to work at the time the Employer plans to give a disciplinary measure to an employee, the Employer will place a telephone call to the Chief Union Representative at least sixteen (16) hours before the said meeting with the concerned employee advising only that such a meeting will take place at a specific place and time.

The said telephone call will be placed to the last known telephone number provided, in writing, by the Chief Union Representative to the Employer.

- (c) When appropriate in the circumstances, an employee may be notified that she is suspended for purposes of enquiry and required to leave the work premises. During this process, the employee will be accompanied by a Union representative on the condition that one is then present at work.

9.04 Any grievance contesting a discharge is filed directly at step 2 of the grievance procedure.

ARTICLE 10 **GRIEVANCEPROCEDURE**

10.01 For the purpose of this Agreement, grievance means any differences between the parties to the Agreement concerning its interpretation, application, administration or alleged contravention.

10.02 Should a grievance arise, it shall be dealt with in the manner outlined in this article.

10.03 Step I

If an employee has a grievance which she wishes to discuss with the Employer, it shall first be presented verbally to the Team Manager or her representative, within seven (7) days of the occurrence of the facts which gave rise to the grievance or from the date on which those facts should have reasonably been known to the grievor. The Team Manager shall respond verbally within seven (7) days following the date when the grievance was first taken up.

10.04 Step2

- (a) If the employee's grievance is not settled to her satisfaction or if there is no reply by the Team Manager within the delay indicated at article 10.03, within twenty-one (21) days of the occurrence of the facts which gave rise to the grievance or from the date on which those facts should have reasonably been known to the grievor, the grievor shall sign and submit her grievance in writing to the Team Manager or her representative. The grievance must refer to the articles of the Agreement allegedly violated and include the redress sought.
- (b) The Team Manager or her representative must, on receipt of the grievance, acknowledge receipt thereof by signing and dating the grievance form.
- (c) The Team Manager or her representative shall render her decision, in writing, within seven (7) days following her receipt of her grievance.

10.05 Step3

- (a) If the grievance is not resolved with the answer from the Employer or if no answer is given at the preceding step, within ten (10) days from the answer or from the expiry of the delay to provide one, the Union must refer the grievance to step 3 by advising, in writing, the Operations Manager.
- (b) Unless otherwise agreed to in writing, a meeting between the Union and the Employer will be held within thirty (30) days of the referral of the grievance to step 3. At the Union's or Employer's request, the concerned employee will participate at the said meeting. The Operations Manager or her representative shall render her decision, in writing, within ten (10) days following the meeting.

10.06 If a meeting is held and the grievance is not resolved with the answer from the Employer or if no answer is given by the Employer within the delays indicated at article 10.05b), the Union must refer the grievance to arbitration within thirty (30) days from the Employer's answer or of the expiration of the delay to provide one.

10.07 A grievance directly affecting the Employer or the Union as a party to the Agreement must be filed, in writing, to the other party within twenty one (21) days of the occurrence of the facts which gave rise to the grievance, directly at step 3 of the grievance procedure, making the necessary adjustments.

10.08 The parties will observe the procedure and the time limits set out in this article. However, the parties may agree in writing to extend any of the time limits.

ARTICLE 11 ARBITRATION

11.01 (a) Where a grievance has been referred to arbitration in accordance with the provision of article 10, within forty-five **(45)** days thereafter, the Employer and the Union will attempt to agree, in writing, on the designation of an arbitrator to hear the grievance.

(b) Where an arbitrator is so chosen, the party which is responsible for the grievance will advise the arbitrator of his nomination by the parties, with a copy to the other party, within ten (10) days therefrom.

(c) Where the parties are not successful in agreeing on an arbitrator, within ten (10) days of the expiration of the delay at article 11.01a), the party which is responsible for the grievance must make a written request to the Minister to appoint an arbitrator, with a copy to the other party.

11.02 The Employer and the Union shall share equally the fees and expenses of the arbitrator.

11.03 The arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement, nor to substitute any provision in lieu thereof nor to give any decision inconsistent with the terms and provisions of this Agreement. However, in an arbitration contesting a disciplinary discharge, the arbitrator is empowered to substitute for the discharge such other penalty which seems to him to be just and reasonable in the circumstances.

11.04 The decision of the arbitrator is final and binding upon the parties and upon any employee affected by it.

11.05 The parties will observe the procedure and the time limits set out in this article. However, the parties may agree in writing to extend any of the time limits.

ARTICLE 12 **WORK WEEK AND WORK DAY**

Regular work week

12.01 (a) The workweek begins at 00:01 a.m.. on Monday and ends at midnight the following Sunday.

(b) However, notwithstanding article 12.01a), a workday that begins between 11:30 p.m.. and midnight on a Sunday shall be considered as being part of the workweek beginning the following Monday.

Standard work week of an employee

12.02 (a) The standard workweek of an employee includes a maximum of six (6) workdays scheduled over a maximum period of forty (40) hours.

(b) However, notwithstanding 12.01a), a workday that begins between 11:30 p.m. and midnight on a Sunday shall be considered as being part of the workweek beginning the following Monday.

Regular work day

12.03 (a) For the purposes of this Agreement, a workday includes all days within the workweek. A work day begins at 00:01 a.m. and ends at midnight that same day;

(b) However, notwithstanding 12.03a), a workday that begins between 11:30 p.m. and midnight shall be considered ~~as~~ being part of the following workday.

Standard work day of an employee

- 12.04 (a) The standard workday of an employee includes a minimum of four (4) and a maximum of eight (8) hours.
- (b) However, notwithstanding 12.03a), a workday that begins on any day between 11:30 p.m. and midnight shall be considered as being part of the following workday.
- 12.05 For the purposes of this Agreement, a daily shift of an employee is designated as a “Tour”. A daily shift may consist of one (1) set or two (2) sets of continuous hours. Any set of continuous hours will be at least four (4) hours in length. Where two (2) such sets are separated, it will be as a result of availability list submissions.

ARTICLE 13 **WORK SCHEDULES**

13.01 Work Schedules

Subject to any other relevant provision in this Agreement, the Employer shall schedule its employees according to the process described below.

13.02 Fixed work schedule

- (a) The fixed full-time and fixed part-time schedules that were chosen and held by employees prior to the signing of this Collective Agreement are identified at Annex “A”, marked with one (1) “star”.
- Within three (3) days following the signing of this Collective Agreement, the Employer will post the eight (8) fixed schedules identified at Annex “A”, marked with two (2) “stars”. The posting will be done according to the provisions of article 14.03.
- (b) If the Employer so desires, it may add to the fixed schedules identified in Annex “A” with one (1) or two (2) “stars”. Such a posting will be filled, using the process described at article 14.03.
- (c) For more certainty, any posting of fixed attendant schedules provided in the Collective Agreement is subject to limitations provided in the introductory paragraph of 14.03.

Variable work schedules

- (1) The Employer establishes a variable work schedule, on a weekly basis, which complements the fixed schedule. In doing so, the Employer must respect the provisions of the Agreement defining the standard workweek and the standard workday.
- (2) The variable work schedule is posted no later than 5:00 p.m. every Thursday for the workweek beginning on the second Monday thereafter. However, in exceptional circumstances, such as when a “special day” as defined at article 17.05 falls on that same day (i.e. Thursday) or on the preceding day (i.e. Wednesday), the variable work schedule is posted no later than 8:00 p.m. on the Thursday for the workweek beginning the second Monday thereafter.
- (3) In making the variable schedule, the Employer proceeds in three successive steps and considers, in each, the following criteria in the following order:

STEP 1 : (a) Pool of Employees considered

Amongst employees having completed their probation period and who have provided at least one hundred (100) hours of availability to work within the past thirteen (13) complete workweeks immediately prior to the deadline described at 13.03 (6).

For the purposes of identifying such hours of availability to work, only the following ones will be considered:

- (i) hours of availability, on any day, between 7:00 a.m. and 10:00 p.m.; and
- (ii) will be deemed hours of availability for the purposes of this provision, any hours worked by an employee, between 10:00 p.m. and 7:00 a.m. of the following day.

(b) Criteria

- 1st: its projected needs; and
- 2nd: amongst the pool of employees described above except those who possess a fixed weekly schedule of 40 hours, by order of seniority, taking into consideration their availability.

STEP 2: (a) Pool of Employees considered

Amongst employees having completed their probation period and who have provided less than one hundred (100) hours of availability to work within the past thirteen (13) complete workweeks immediately prior to the deadline described at 13.03 (6)

For the purposes of identifying such hours of availability to work, only the following ones will be considered:

- (i) hours of availability, on any day, between 7:00 a.m. and 10:00 p.m.; and
- (ii) will be deemed hours of availability for the purposes of this provision, any hours worked by an employee, in a workweek, between 10:00 p.m. and 7:00 a.m. of the following day.

(b) Criteria

- 1st: its projected needs; and
- 2nd: amongst the pool of employees described above except those who possess a fixed weekly schedule of 40 hours, by order of seniority, taking into consideration their availability.

STEP 3: (a) Pool of Employees considered

Amongst employees who have not completed their probation period.

(b) Criteria

- 1st: Its projected needs; and
- 2nd: Amongst the pool of employees described above, taking into consideration their availability.

- (4) The employees who possess a fixed weekly schedule of less than 40 hours and who wish to work additional hours in the work week and the employees who are part of the variable pool must provide the Employer with their written availability list by submitting in on the prescribed form.
- (5) **An** availability list which is not totally blank must contain, for any given workday, an availability **of** at least 4 consecutive hours.
- (6) Employees may modify their availability list **as** often **as** they wish. However, in making up a variable schedule, the Employer will only use the valid availability lists in its possession **as** of 7:30 a.m. on the Monday immediately preceding the posting **of** the variable work schedule for the workweek beginning on the second Monday thereafter.

13.04 It is understood that the inclusion **of an** employee's name on a fixed or variable work schedule does not constitute a guarantee of work.

13.05 **An** employee who has not completed her probationary period will be involved in training followed by a familiarization process in the position of attendant.

The training period will include a period of time, not exceeding three (3) work weeks, during which the probationary employee will be assigned hours of work in the variable schedule notwithstanding the provisions of article 13.03.

During the familiarization process, notwithstanding the provisions of article 13.03, the probationary employee will not be eligible to be scheduled to work between 11:30 p.m. and 7:30 a.m..

13.06 Exchange of Tours

It is understood that **an** employee whose name appears in the fixed work schedule or in **a** variable work schedule has the obligation to be present at work at the required date and time.

Nevertheless, two (2) employees who have completed their probation period may submit a duly completed and signed “exchange of tour request form” to the supervisor or manager, for approval, at least twenty-four (24) hours prior to the beginning of the first of the two (2) tours sought to be exchanged both of which must be included within the same workweek.

Any request that would involve additional costs to the Employer will not be considered.

13.07 With the exception of the provisions at articles 13.02 and 14.03, for scheduling purposes, the Employer may fill all other vacancies according to article 13.03.

Early departure from work

13.08 (a) Upon agreement between an employee and the Employer, an employee may leave work earlier than planned or scheduled.

(b) In such a case, notwithstanding any other provision in the agreement, the employee will be paid only for time actually worked.

13.09 Rest between tours

In making any fixed or variable schedule and within any workweek, the Employer must allow at least ten (10) hours between the scheduled end of a tour of an employee and the scheduled beginning of her immediately following tour whenever the former is at least six (6) hours in length.

ARTICLE 14 SENIORITY, JOB POSTINGS AND REDUCTION IN THE WORK FORCE

14.01 (a) For the purposes of this Agreement, seniority refers to the period of continuous employment of an employee who has completed her probation period, retroactive to her last date of hire,

(b) All employees will be subject to a probation period of 600 hours actually worked, following their hiring.

In the event that two (2) or more employees are hired on the same date and complete their probation period, their ranking will be determined as follows:

- (i) greater seniority will be granted to the employee who first completed her probation period; and,
- (ii) any tie above will be promptly settled by a draw conducted, in the presence of the concerned employees, by the Operations Manager and the Union President or their representatives.

(c) In the event that an employee who has not completed her probation period is dismissed by the Employer, such employee may not file a grievance contesting the said dismissal, any arbitrator being without jurisdiction to hear such a grievance.

14.02

An employee shall lose her seniority and her employment in the following cases:

1. resignation
2. dismissal
3. absence from work for two (2) of her consecutive work days, without notifying the Employer unless the employee had a valid reason not to notify. The employee has the onus of communicating this reason to the Employer as soon as possible.
4. if for a period of twelve (12) consecutive months the employee does not perform any work for the Company.
5. failure to return to work after the expiration of a leave of absence authorized by the Collective Agreement unless the employee has a valid reason for such failure which reason must be communicated to the Employer as soon as possible.
6. Failure to actually work at least eighteen (18) hours in any given calendar month.

The above does not apply when in a calendar month, an employee was absent from work for at least two (2) shifts by reason of a leave authorized in this Collective Agreement. For purposes of clarity, with regards to the above, an employee, who pursuant to 13.03 paragraph 5, provides an availability list which is totally blank does not, for the days covered by the said list, qualify as being on a leave authorized in this Collective Agreement.

Both above paragraphs do not apply to **an** employee on probation nor to any employee who only relies upon the provisions of article 13.03 to obtain hours of work and whose failure to actually work eighteen (18) hours in a calendar month is solely explained by a reduction in hours of work made available by the Employer through the variable schedule.

Job posting

14.03 In the event that there is a permanent vacancy in a block within the fixed schedule, unless the situation described at article 14.04 is prevalent, the Employer shall post such vacancy and the process shall proceed as follows:

- (a) the vacancy will be posted for a period of fourteen (14) days.
- (b) subject to the provisions of paragraph c), employees who wish to apply must sign their name on the posting during the said period.
- (c)
 - (i) The Employer will grant the position to the candidate with the greatest seniority whose name appears on the posting.
 - (ii) if the successful candidate at i) above previously had a fixed work schedule, the created vacancy will be posted as provided at paragraph a) and the Employer will grant the position to the candidate with the greatest seniority whose name appears on the posting.
 - (iii) If the successful candidate at ii) above also previously had a fixed work schedule, the created vacancy will be posted as provided at paragraph a). Only employees who do not already possess a fixed work schedule may apply. The Employer will grant the position to the candidate with the greatest seniority whose name appears on the posting.
- (d) unless she is unavailable for work because of an authorized absence or leave, a successful candidate will be assigned her new schedule, at the beginning of a work week, within three (3) weeks following her obtaining of the vacancy.
- (e) until the successful candidate begins in her new work schedule, the Employer may fill the vacancy by including the said block within its forecast of variable needs.
- (f) **An** employee who is absent from work during the posting period on authorized absence or leave may phone a Team Manager to be informed of any posted vacancies.

Should she be interested in applying for any of the said vacancies, as **an** exception to the provisions of paragraph b) above, the employee must send a signed fax, or written document, to the attention of the Team Manager, indicating her desire to post for a specific vacancy.

Thereafter, the Team Manager signs the employee's name on the posting on her behalf and provides the Union with a copy of the employee's fax or letter.

- (g) The Employer shall post the name of the successful candidate and the awarded shift for a period of fourteen (14) days **after** awarding the shift.

Reduction in the work force

- 14.04 (a) In the event the Employer decided to reduce the global hours of work offered from one work week to the next, it shall proceed as follows:

- 1st: Reduction in the hours of work offered (forecast) within the variable work schedule;
2nd: If the Employer determines that there is excess capacity within the fixed schedule, the fixed schedule will be redone as a whole. In doing so, the process that will be followed will respect the principles described at article 13.02.

- (b) In the event that the Employer decides to increase the global hours of work offered from one week to the next following a reduction which took place involving only the first step or both steps mentioned at article 14.04a), it shall do so following the procedure set out at article 13.03.

- 14.05 It is the responsibility of the employees to keep their addresses on the records of the Employer current.

14.06 Voluntary lay-off

- (a) **An** employee having a fixed full-time schedule and who is called upon to choose a new block or schedule in application of article 14.04a) 2nd, may opt for a voluntary lay-off when, at the time she is called upon to choose a new block or schedule, there is none which

- (i) includes at least the same number of weekly hours; or,
(ii) is similar from the perspective of the timing of daily tours on a weekly basis;

as compared with her old fixed full-time schedule.

(b) **An** employee must confirm, in writing, her choice to be laid off at the time she is called upon to choose a new block or schedule.

(c) **An** employee who so chooses to be laid off may only return to work by being a successful candidate further to a posting described at article 14.03.

Hiring of a person already having an employment relationship with Bell Mobility Paging, Inc.

14.07 (a) In the event of the hiring of a person into the bargaining unit already having **an** employment relationship with Bell Mobility Paging Inc., for the purposes of seniority, this person will be deemed a new employee.

However, such employee will be entitled to vacation entitlement and vacation pay based on her total service with the Employer.

(b) With regards to the exceptions identified at paragraph a) above, it is understood that the Employer will take into account all services provided by the employee.

Fixed to variable schedule

14.08 (a) **An** employee having a fixed full-time or part-time schedule may choose to abandon her schedule to become part of the pool of variable employees.

(b) **An** employee wishing to do so must advise the Employer, in writing, at least thirty (30) days in advance at which time her decision becomes irrevocable. Should the block be filled successfully in accordance with article 14.03 prior to the end of the said thirty (30) day period, the Employer will notify the employee who has given notice to abandon her schedule and, if mutually agreed, she may abandon her schedule prematurely.

(c) **An** employee who **so** chooses to abandon her fixed schedule may later obtain another fixed schedule according to the provisions at article 14.03.

ARTICLE 15 TEMPORARY COMPLETE OR PARTIAL SHUTDOWN OF OPERATIONS

15.01 The Employer will advise employees **as soon as** possible of the fact that they should not report to work should operations be completely or partially shutdown, temporarily, due to **an** unforeseen event. Examples of such unforeseen events include: fire, water damage, systems breakdown, etc. Affected employees will not be paid during such absence from work.

ARTICLE 16 ADDITIONAL HOURS AND OVERTIME

Additional hours

16.01 Where the Employer determines that it will offer work beyond scheduled hours or to replace a scheduled employee who is absent from work, it shall proceed considering the following options:

1. Ask an employee who is at work to continue working beyond her scheduled tour; or
2. Request an employee to come into work prior to her scheduled tour; or
3. Call in an employee who is not scheduled to work.

Overtime

16.02 Subject to the provisions at article 16.03, time worked in excess of eight (8) hours in one (1) day and/or forty (40) hours in one (1) week will be paid at a rate of one and one half (1 1/2) times the employee's regular hourly rate. For the purposes of this provision, any paid break time provided at article 28 is considered as "time worked"

16.03 The parties agree that previous to the signing of the agreement, there existed an established work practice allowing an employee to work in excess of eight (8) hours in a workday and/or forty (40) hours in a work week as a result of an exchange of tour with another employee without receiving overtime pay.

This practice will be maintained under the agreement as described at article 13.06. In other words, hours worked by an employee in excess of eight (8) hours in a work day and/or forty (40) hours in a work week as a result of an exchange of tour will be paid based on the employee's regular hourly rate.

16.04 In requesting employees to work overtime or additional hours, the Employer will make reasonable efforts to attempt to act as equitably as possible in the circumstances.

In requesting employees to work overtime or additional hours, the Employer will normally first consider employees who informed the Employer, in writing, **of** their availability to work beyond their scheduled hours, prior to the beginning of the concerned work week, on the list posted for such purpose.

Notwithstanding the above, the Employer will proceed in giving priority to having employees accomplish “additional hours” rather than overtime.

ARTICLE 17 **STATUTORY HOLIDAYS**

17.01 The following days are designated as statutory holidays under this agreement and shall be observed as such:

- New Year’s Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

Scheduling

17.02 It is understood that the Employer’s normal scheduling needs will be affected on statutory holidays as well as on other days preceding and/or following the statutory holidays, namely: “observed days” and “related days”

17.03 (a) For the purposes of this agreement, **an** “observed day” is one where the clientele of the Employer chooses to observe a statutory holiday in lieu of the statutory holiday itself.

(b) The Employer will designate any “observed days” by posting a notice in the workplace, with a copy to the union, at least thirty **(30)** days in advance.

- (c) The Employer may not designate more than one (1) observed day per statutory holiday listed in article 17.01.
- 17.04 (a) For the purposes of this agreement, a “related day” is one where it is expected that operational requirements will vary as a consequence of a statutory holiday.
- (b) The Employer will designate any “related days” by posting a notice in the workplace, with a written copy to the Union, at least thirty **(30)** days in advance.
- (c) The Employer may not designate more than one (1) related day per statutory holiday listed in article 17.01.
- 17.05 For the purposes of this agreement, a statutory holiday, an observed day and a related day are collectively and individually referred to as a “special day”
- 17.06 The Employer establishes a “special day work schedule” for each “special day” which replaces the normal scheduling provisions set out at article 13.
- In doing so, the Employer must respect the provisions of the agreement defining the standard workweek and the standard workday.
- Whenever applicable, a “special day” work schedule is posted no later than Tuesday 5:00 p.m. for the upcoming work week.
- 17.07 (a) For each special day, a fixed schedule employee who would have otherwise been scheduled to work that day must provide the Employer with a “special day availability form” containing the following information:
1. confirmation that she wishes to work, or not;
 2. if so, her availability to work which must equal at least four **(4)** consecutive hours.

- (b) For each special day, each employee who would have otherwise not been scheduled to work that day (that is, the remaining fixed schedule employees and all variable employees) must provide the Employer with a “special day availability form” containing the following information:
1. confirmation that she wishes to work, or not;
 2. if so, her availability to work which must equal at least four **(4)** consecutive hours;
 3. each variable schedule employee having confirmed that she does not wish to work must nonetheless provide her preferred work hours which must equal at least four **(4)** consecutive hours.
- (c) Employees must submit their duly completed “special day availability forms” no later than 5:00 p.m. on the Wednesday immediately preceding the posting of a special day work schedule.
- (d) Any employee who fails to submit a duly completed special day availability form as provided at article 17.07c) will be deemed to wish to work and to be available to work, without restriction, on the concerned “special day”

17.08 In making a special day work schedule, the Employer will proceed as follows always initially considering at each step its projected needs:

Step 1:

Amongst employees mentioned at article 17.07a) who indicated a desire to work, by order of seniority, taking into consideration their availability.

Step 2:

Where projected needs are not filled at step 1 and until they are, amongst employees mentioned at article 17.07 b) who indicated a desire to work, by order of seniority, taking into consideration their availability.

Step 3:

Where projected needs are not filled at step 2 and until they are, the Employer will designate the employee who will be obliged to work, from the variable group, by inverse order of seniority, taking into consideration their preferred work hours.

Payment

- 17.09 **An** employee who has thirty (30) days of service with the Employer shall be entitled to pay for the statutory holidays listed in article 17.01 **as** provided in articles 17.10 and 17.11.
- 17.10 Pay for a holiday listed in article 17.01 shall be **an** amount equal to the following:
1. **An** employee who normally works a fixed full-time schedule will be entitled to her regular day's wages.
 2. **An** employee who normally works a fixed part-time or a variable schedule will be entitled to 1/20th of her wages earned during the previous thirty (30) calendar days.
- 17.11 (a) Notwithstanding articles 17.09 and 17.10, any employee who was properly scheduled to work on a statutory holiday but who does not report to work as scheduled will not be entitled to payment for the statutory holiday as described at article 17.10
- (b) An employee who works on a statutory holiday will be entitled to pay as described in article 17.10 plus pay for the work she performs on that day at a rate of one and one half (1.5) times her regular hourly rate.
- 17.12 **An** employee who works on an “observed day” and/or on a “related day” will be entitled to **pay** for the work she performs on that or those days based on her regular hourly rate, subject to the provisions of article 16.02.
- 17.13 In any work week including one or more special days, notwithstanding any other provision at article 17, an employee will not be eligible to work a number of hours resulting in her being entitled to more than forty-eight (**48**) hours of pay. It is understood that these hours may comprise payment at straight time plus payment according to articles 17.10 and 17.11 as applicable.

17.14 It is understood that an employee whose name appears in the “special day work schedule” has the obligation to be present at work at the required date and time.

Nevertheless, two (2) employees who have completed their probation period may submit a duly completed and signed “exchange of tour request form” to the supervisor or manager, for approval, at least 24 hours prior to the beginning of the first of the two tours sought to be exchanged.

Any request that would involve additional costs to the Employer will not be considered:

ARTICLE 18 **ANNUAL VACATIONS**

Entitlement to annual vacations

18.01 (a) The reference year is a period of twelve (12) consecutive months during which an employee progressively acquires entitlement to an annual vacation.

(b) Vacation entitlement and vacation pay is earned during a reference year and granted the following reference year.

Reference Year

18.02 That period extends from July 1st of the preceding year to June 30th of the current year.

18.03 Vacation entitlement and vacation pay owing to an employee is determined as of July 1st of each year, based on the employee’s consecutive period of employment with the Employer as described below:

Years of continuous service on July 1 st	Vacation entitlement	Vacation Pay based on wages earned in the previous reference year
Less than 1 year	1 day per completed month of service up to a maximum of ten (10) days.	4%
At least 1 year but less than 3	10 days	4%
At least 3 years but less than 10	15 days	6%
At least 10 years but less than 20	20 days	8%
20 years or more	25 days	10%

18.04 (a) Each employee may submit her vacation choice to the Employer, for approval, at the latest, by the first of April for the upcoming vacation year. The Employer will prepare and post the vacation list, at the latest, by the first Monday of May for the upcoming vacation year.

Vacations are granted by order of seniority and according to employee preference, subject to operational requirements.

(b) Any employee who, for any reason, does not follow the procedure described at 18.04 a) may provide the Employer with her vacation choice no later than February 15 for the current vacation year. In these circumstances, the Employer grants vacation time on a “first come, first serve” basis considering: the vacation list already posted and employee preference, subject to operational requirements.

(c) Any employee who, for any reason, does not follow the procedure described at 18.04 a) and b), will, for the current reference year, either have her vacation time designated by the Employer or be entitled to a cash pay out in lieu of vacation time according to the criteria set forth below.

Only an employee having actually worked:

- six hundred (600) hours or less registered in the period covered by the first pay date in July to the last pay date in January in the current reference year; or
- on average, less than eighty-five (85) hours per month worked in the previous reference year, for an employee who exceeds the above threshold

may opt for a cash pay out in lieu of vacation time.

Any employee who is eligible for such a cash pay out will be advised by the Employer no later than February 10;

- (d) Vacation time determined as provided at 18.04 a), b) and c) cannot be modified except with the mutual consent of the Employer and of the concerned employee.

18.05 Vacation pay corresponding the amount of vacation time taken will be given to the employee, at the latest, on the last working day preceding her vacation. This pay will be produced on a separate cheque.

18.06 An employee whose employment is terminated will receive vacation pay covering:

- (i) any vacation pay earned during the previous reference year but not yet paid; and
- (ii) the amount corresponding to vacation pay earned during the current reference year.

18.07 (a) Vacation entitlement and corresponding vacation pay to be taken in any reference year may not be carried over to a subsequent year.

- (b) However, any employee may carry over a maximum of five (5) vacation days and corresponding vacation pay, normally taken in a given reference year, to the subsequent reference year, to be taken within the first four (4) months therein, that is no later than October 31st.

In such a case, the employee must inform the Employer of her choice no later than February 15th to set aside the application of paragraphs 18.04 b) and c). Within the two (2) weeks that follow the posting of the vacation schedule described at 18.04 a), the Employee submits her vacation choice for vacation “carry over” described above.

Vacation “carry overs” are granted by order of seniority and according to employee preference taking into consideration availability in light of the vacation schedule described at 18.04 a), subject to operational requirements.

18.08 When one of the statutory holidays, **as** specified in article 17, occurs during an employee's vacation period, the employee shall be entitled to one (1) extra day of vacation, with pay, in lieu of the holiday. When scheduling permits, this day shall be given to the employee either on the day preceding or the day following her vacation period. In any event, the additional day of vacation must be scheduled within the current year at a time agreeable to the employee and the Employer.

18.09 A scheduled vacation day may not be deferred unless **an** employee is on short Term Disability prior to the beginning of her vacation period.

ARTICLE 19 **VARIOUS LEAVES**

Bereavement leave

19.01 For the purposes of bereavement leave, "immediate family" means, in respect of an employee:

- the spouse of the employee, including a common-law spouse;
- the father and mother of the employee and the spouse of the father or mother, including a common-law spouse;
- the children of the employee and the children of the employee's spouse, including a common-law spouse;
- the grandchildren of the employee;
- the brothers and sisters of the employee;
- the grandfather and grandmother of the employee;
- the father-in-law and mother-in-law of the employee and the spouse of the father-in-law or mother-in-law, including a common-law spouse;
- any relative of the employee who resides permanently in the employee's household or with whom the employee permanently resides.

19.02 (a) In the event of the death of a member of her immediate family, every employee is entitled to leave on any of her scheduled work days that occur during a span of three (3) consecutive calendar days within the five (5) calendar days immediately following the day of the death. The employee will notify the Employer, in writing, as soon as possible, of the said span she has chosen;

(b) Notwithstanding article 19.02a), in the event of the death of the employee's spouse, child, father or mother, she is entitled to leave on any of her scheduled work days that occur during the five (5) calendar days immediately following the day of the death.

19.03 Every employee who has completed three (3) months of continuous service with the Employer and who is entitled to leave according to articles 19.02 (a) or (b) will not suffer any loss of her regular wages for each of her unworked scheduled workday(s) by reason of such leave.

Maternity and parental leaves

19.04 The parties refer to applicable legislation for maternity and parental leave entitlement of employees.

Jury duty or Crown witness

19.05 Any employee called upon for jury duty or to act as Crown witness must so advise the Employer as soon as possible in advance and provide the Employer with a copy of all relevant documentation. This information and documentation must be updated whenever applicable.

19.06 (a) An employee having a fixed full time schedule who must absent herself from work for jury duty or to be a Crown witness and who has complied with the provisions of article 19.05 will receive an indemnity equal to her regular wages for each unworked scheduled work day by reason of such duty minus any corresponding honorarium owed or received.

An employee other than one having a fixed full time schedule who must absent herself from work for jury duty or to be a Crown witness and who has complied with the provisions of article 19.05 will receive an indemnity equal to 1/20 of her wages earned during the previous thirty (30) calendar days for each day of such absence minus any corresponding honorarium owed or received.

(b) An employee who has been excused from or who has completed jury duty or her function as a Crown witness must so notify the Employer without delay.

Such an employee will return to her fixed schedule and/or a variable schedule **as** soon as possible in light **of** the provisions of article 13.07.

In the interim, the employee may choose to make herself available for work for a number of hours equivalent to her weekly average based on her hours worked, excluding overtime, if any, during the month prior to the one during which began her jury duty or function as a Crown witness.

In such a case, and notwithstanding the provisions **of** article 13, the Employer will schedule her to work such hours according to operational requirements and considering the employee's availability.

Unpaid leave of absence

19.07 **An** employee having completed her probationary period may request a continuous leave of absence.

Such request must be in writing, submitted to the Employer at least thirty **(30)** days in advance, unless otherwise impossible. The request must include the reason for the desired leave as well **as** the specific period sought which must not exceed one (1) year.

The Employer has the discretion, in good faith, to accept, or not, a request for leave considering, among other factors, operational requirements.

19.08 If a leave of absence is granted by the Employer for a period in excess of one (1) month, during the portion of such leave in excess of one (1) month, the employee will not accumulate seniority and service.

ARTICLE 20 **HOURLY WAGE RATES AND PREMIUMS**

Hourly wage rate

20.01 Attendants will receive the following hourly wage rate:

Continuous service	Hourly wage rate		
	YEAR 1	YEAR 2	YEAR 3
	As of March 24 th , 2002	As of March 24 th , 2003	As of March 22 nd 2004
Upon hiring	9.01	9.28	9.56
Upon completion of probation period	9.84	10.14	10.44
completion of probation period			
Twenty-four (24) months after the completion of probation period	11.09	11.42	11.76
completion of probation period			
Forty-eight (48) months after the completion of probation period	12.40	12.77	13.15
Sixty (60) months after the	13.66	14.07	14.49

These rates will apply for the duration of the Collective Agreement.

Premiums

20.02

Night premium

Any employee scheduled to work the daily eight (8) hour tour beginning at 11:30pm and any employee who may be called upon to replace her will receive an hourly night premium of one dollar (\$1.00) per completed hour worked.

20.03

Any premiums provided in the Agreement shall not be considered in calculating overtime pay or any other payment provided in the agreement based on an increased rate.

In addition, there will be no pyramiding of increased rates.

20.04

Wages shall be paid on a bi-weekly basis.

20.05

Sunday Premium

Any employee whose Tour begins on Sunday at 5:00am or later will receive an hourly premium of eighty-five cents (0.85 ¢) per completed hour of work up to 11:30 p.m.

ARTICLE 21 **BENEFITS**

Group Insurance

21.01

The terms, conditions and premium cost sharing provisions of the group insurance plan in effect prior to the signing of the Collective Agreement will be maintained with the following clarifications or amendments:

1. Under the heading “**Who Qualifies for Coverage?**”, the following clarification is applicable:

An employee is eligible for all benefits after having completed her probation period provided that the employee works a minimum of twenty hours (20) per week over such period.

An employee who has completed her probation period and does not meet the 20-hour per week minimum eligibility, may apply for benefits any time after working the minimum of 20 hours per week for a consecutive three-(3) month period.

An employee who is currently eligible to benefits, whose hours change and are reduced to less than twenty hours (20) per week over a continuous three-(3) month period, will be subject to a review of eligibility to company benefits.

2. Under the heading “**Dental Care**”, the following amendment is applicable concerning major dental procedures that are covered including extensive dental treatment (such as surgery) and dental appliances (such as bridges and dentures). For more certainty, major dental procedures include:

- Crowns and caps;
- In lays;
- On lays
- New or replacement dentures, upper and/or lower. Replacement dentures replace those that are at least five (5) years old;
- Fixed bridgework;
- Partial plates

Reimbursement amounts

The Dental Plan reimburses fifty percent (50%) of the cost for eligible 'major dental procedures.

Maximum benefits

The plan will reimburse up to One thousand dollars (\$1,000) per covered person per calendar year for eligible major and minor dental procedures.

3. Under the heading “**Extended Health Care**”, the following amendment is applicable:

Semiprivate hospital coverage will be included with a maximum amount of One hundred and thirty-five (\$135) per day for hospitalisation in Ontario and Fifty dollars (\$50) per day for hospitalisation in Québec.

Short term disability

21.02

1. The terms and conditions of the Short-term disability Plan in effect prior to the signing of the Collective Agreement, as indicated in a document dated May 2002, will be maintained.

However, it is understood that during the life of the Collective Agreement, the Employer may obtain a Short-term disability insurance policy to partly or fully insure itself with regard to its obligations towards employees as described above.

2. Any employee who is eligible under the terms and conditions of the short term disability plan, who is absent from work because of personal injury or illness and who has fulfilled all of her obligations under the said plan and the Collective Agreement will be entitled to the following indemnity for each corresponding day of absence:
- (a) an employee having a fixed full time schedule will receive an indemnity based on her regular daily wages according to the payment provisions of the Short term disability Plan;
 - (b) an employee other than one having a fixed full time schedule will receive an indemnity based on one sixtieth (1/60) of her wages earned during the ninety (90) calendar days immediately preceding her absence according to the payment provisions of the Short term disability Plan.

3. The claim process to obtain Short term disability benefits is grievable as provided at article 10 of the Collective Agreement with the following exceptions:

- any strictly medical issue must be clearly identified by the parties as soon as possible in the grievance process.
- a medical issue exists where the conclusions of the employee's treating physician are challenged by either the Employer, the Employer's designated physician or by the insurer or the insurer's designated physician.
- any medical issue which is not resolved by Step 3 of the grievance procedure must be referred to a mutually designated physician, designated as "medical arbitrator", within fifteen (15) days from the Employer's answer or of the expiration of the delay to provide one as described at article 10.06.
- Should the Employer and the Union not agree on the choice of a medical arbitrator as described above, such selection will be settled by a draw, held in the presence of the Chief Union Representative or her delegate and the Manager or his delegate, from amongst two physicians suggested by the Union and two physicians suggested by the Employer.
- The medical arbitrator will review all relevant documentation and may, if he chooses, examine the concerned employee before rendering his written conclusions no later than thirty (30) days after having been designated.
- The medical arbitrator's conclusions are final and binding upon the Employer, the Union and the concerned employee.
- The Employer and the Union shall share equally the fees and expenses of the medical arbitrator.

21.03

An employee who was absent from work because of a personal injury or illness, whether or not such absence triggered the application of article 21.02, and who is fit to return to work must so notify the Employer without delay.

Such employee will return to her fixed schedule and/or a variable schedule as soon as possible in light of the provisions of article 13.07.

In the interim, the employee may choose to make herself available for work for a number of hours equivalent to her weekly average based on her hours worked, excluding overtime, if any, during the month prior to the one during which began the said absence.

In such a case, notwithstanding the provisions of article 13, the Employer will schedule her to work such hours according to operational requirements and considering the employees' availability.

ARTICLE 22 **DURATION OF THE AGREEMENT**

22.01 The present Collective Agreement shall be in effect from March 24th, 2002 to March 23rd 2005.

Notwithstanding the above, the only provisions of this Collective Agreement having retroactive effect from the date of its signing are articles 20.01, 20.05 and 24.05.

Each employee entitled to a retroactive gross payment for services rendered as provided above will receive such payment, by cheque, within four (4) weeks following the signing of the Collective Agreement.

22.02 From the expiry of the Collective Agreement and until either party legally exercises its right to strike or lock-out, if at all, its provisions shall continue to be applicable.

22.03 Within three (3) months prior to the expiration of the Collective Agreement, either party may advise the other, in writing, of its intention to commence collective bargaining for the purpose of entering into a new Collective Agreement.

ARTICLE 23 **NO STRIKE OR LOCK-OUT**

23.01 There shall be no strike or lockout nor any work slowdown or picketing during the life of the present Collective Agreement.

It is the Union's responsibility to ensure that employees respect the provisions of this article.

It is the Employer's responsibility to ensure that management representatives respect the provisions of this article.

ARTICLE 24 **LEAD ATTENDANTS**

Lead Attendant Recognition

24.01 (a) Whenever necessary, the Employer shall post, for a period of fourteen (14) days, a notice inviting employees who have completed the minimum number of hours actually worked, to indicate their desire to be recognized as at least possessing the basic requirements to be qualified **as** a lead attendant.

The said minimum is One thousand hours (1000) actually worked for certification which allows for posting on any lead attendant schedule.

(b) The Employer may limit the number of recognitions it is seeking to obtain by indicating such information on the posting.

(c) Any interested employee possessing at least the required minimum hours worked must sign her name on the posting.

(d) Within fourteen (14) days following the end of the posting, the Employer will advise each candidate, in writing, of its decision, including a summary of the reasons therefor.

(e) In deciding if an employee is to be recognized as a lead attendant, the Employer shall consider the following factors, among the candidates: ability and hours worked.

Whenever ability between candidates is equal, the number of completed hours worked shall be considered as the determining factor.

(f) At any time, the Employer may withdraw, for cause, an employee's recognition as lead attendant. In such circumstances, the Employer will advise the employee, in writing, including a summary of the reasons therefor.

- (g) A lead attendant does not have the authority to impose disciplinary measures.

Also, the tasks and responsibilities of a lead attendant do not include the obligation to report unacceptable conduct by any unionized employee except in circumstances where the health or the safety of persons or the integrity of property is involved or put at risk. In these circumstances, the lead attendant will immediately advise a manager or supervisor of the situation. Should there be no manager or supervisor in attendance at the relevant time, the lead attendant will contact, by telephone and/or by pager, the manager or supervisor then on call.

Lead Attendant Schedules

- 24.02 (a) The lead attendant schedules that were chosen and held by employees prior to the signing of the Collective Agreement are identified at Annex “A”, marked with one (1) “arrow”.

Within three (3) days following the signing of this Collective Agreement, the Employer will post one additional lead attendant schedule identified at Annex “A”, marked with two **(2)** “arrows”. The posting will be done using the process described at article 24.03.

- (b) If the Employer so desires, it may add to the fixed schedules identified at Annex “A” marked with one (1) or **(2)** “arrows”. Such a posting will be filled using the process described at article 24.03.

- (c) For more certainty, any posting of fixed lead attendant schedules provided in the Collective Agreement is subject to the limitations provided in the introductory paragraph of 14.03.

- (d) For more clarity, for the purposes of “14.04 a) 2nd”, the lead attendant schedules are considered as being part of the fixed schedules. If the Employer determines that there is excess capacity within the fixed lead attendant schedules, these will be redone as a whole. In doing so, the process that will be followed will respect the principles described at article 24.03.

24.03

The filling of Lead Attendant Schedules

(a) The provisions of article 14.03 are applicable in filling a permanent vacancy in the lead attendant schedule, while making the necessary adjustments, including that only employees then recognized as lead attendants may apply and be considered.

(b) The Employer will proceed as follows when, following a posting provided at a) above, the vacancy is not filled because of the absence of a candidate:

Step 1:

Reposting of the vacancy pursuant to the provisions of article 14.03 for which may apply the lead attendants that were recognized at the moment of the initial posting.

Step 2:

In the event that the vacancy is still not filled, the Employer will post according to article 24.02 specifying that any employee who signs her name thereby makes her interest known in being certified as lead attendant and also confirms her availability and desire to post for the lead attendant schedule which has thus far remained vacant.

The provisions of article 14.03 are applicable in filling the said vacancy amongst the above-mentioned employees who have been recognized pursuant to article 24.02.

(c) During a posting period and in the event of any vacancy in the lead attendant schedule, other than one which is permanent, the Employer may fill such vacancy. In doing so, depending on the circumstances, the Employer may designate, amongst the employees who are present at required time, the most senior employee who is also recognized as lead attendant or offer to an employee who is recognized as lead attendant to change her schedule to act as lead attendant.

24.04

Lead Attendant Training

All recognized lead attendants shall receive training, which shall be periodically updated, whenever the Employer deems it appropriate.

24.05 Lead Attendant Premium

Any employee recognized as lead attendant and who actually works as lead attendant will receive an hourly premium of One dollar and seventy-five cents (\$1.75) per completed hour of work in such capacity.

24.06 It is understood that the inclusion of an employee's name on the lead attendant schedule does not constitute a guarantee of work.

ARTICLE 25 **NEW JOB**

25.01 (a) The Employer has the right to create a new job and establish its corresponding working conditions.

(b) At least thirty (30) days prior to the implementation of a new job, the Employer will provide the Union with a profile of the new job including its main responsibilities, as well as with its working conditions and hourly rate.

If it so wishes, within fifteen (15) days following the notification mentioned above, the Union may provide the Employer with suggestions or comments concerning the said profile, working conditions and hourly rate.

(c) The Union may grieve an hourly rate established by the Employer for a new job by filing a grievance directly at step 3 of the grievance procedure within thirty (30) days following the implementation of the new job.

(d) Should the grievance be brought to arbitration, the arbitrator may maintain or modify the newly established hourly rate in light of the evidence comparing the newly created job and its hourly rate with the already existing job(s) and their corresponding rate(s) contained in the Agreement.

ARTICLE 26 **PROMOTION OUTSIDE THE BARGAINING UNIT**

26.01 (a) An employee who is transferred or promoted to a position outside the bargaining unit may return to her former position within three (3) months from her last day of work in it on the condition that such employee has paid to the Union the equivalent of three (3) months union dues within fifteen (15) days from her date of promotion or transfer.

- (b) The Union will promptly confirm to the Employer, in writing, that an employee has made her payment to the Union as described at a) above.
- (c) For purposes of seniority, an employee who returns to her former job within the bargaining unit as provided in this article is treated as if she had never left.

ARTICLE 27 **REPORTING PAY**

- 27.01 Unless advised in advance by the Employer not to report to work, an employee who reports to work for her tour shall be entitled to the equivalent of three (3) hours pay based on her regular hourly rate, whether or not she is called upon to perform any work after so reporting for work.
- 27.02 (a) **An** employee who is called in to work by the Employer outside her work schedule is entitled to at least the equivalent of three and three-quarter (3.75) hours pay based on her regular hourly rate, whether or not she is called upon to perform any work after so reporting for work.
- (b) However, the provisions described at a) above, do not apply if the employee is called to work in immediately prior to her tour.

ARTICLE 28 **BREAKS AND MEAL PERIOD**

28.01 On a daily basis, the following applies, per set, to employees who work one (1) set or two (2) sets of continuous hours.

Continuous scheduled hours in a Tour	Entitlement, in minutes		
	Break 1	Break 2	Break 3
Up to and including 4.5	15		-
4.75			
5.00	15	15	-
5.25	15	15	-
5.50	15	15	-
5.75	15	15	-
6.00	15	15	-
6.50	15	15	10
6.75	15	15	10
7.00	15	15	15
7.25	15	30 ^{note 1}	15
7.50	15	30 ^{note 1}	15
7.75	15	30 ^{note 1}	15
8.00	15	30 ^{note 1}	15

Except where the entitlement is followed by a note, the break is paid based on the employee's regular hourly rate.

Note 1 Such break consists of 30 minutes unpaid.

28.02 **An** employee who works following a request made pursuant to article 16.01 1. or 2., is entitled to a ten (10) minute break, without loss in pay, for each complete additional hour so worked.

This entitlement is determined by considering distinctly time worked before the employee's tour and time worked after the employee's tour.

28.03 **An** employee who works following a request made pursuant to article 16.01 3. is entitled to the following:

Continuous scheduled hours in a Tour	Entitlement, in minutes		
	Break 1	Break 2	Break 3
Up to and including 4.5	15		-
4.75	15	15	
5.00	15	15	
5.25	15	15	
5.50	15	15	-
5.75	15		-
6.00	15	15	-
6.25	15	15	-
6.50	15	15	10
6.75	15	15	10
7.00	15	15	15
7.25	15	30 ^{note 1}	15
7.50	15	30 ^{note 1}	15
7.75	15	30 ^{note 1}	15
8.00	15	30 ^{note 1}	15

Except where the entitlement is followed by a note, the break is paid based on the employee's regular hourly rate.

Note 1 Such break consists of 30 minutes unpaid.

28.04 Notwithstanding the other provisions at article 28, if only one (1) employee is scheduled to work the daily eight (8) hour tour beginning at 11:30pm, she or any other employee called upon to replace her will not be entitled to take any breaks and will be paid for eight (8) hours based on the employee's regular hourly rate.

ARTICLE 29 **FLOATER HOLIDAYS**

29.01 Entitlement to one (1) or two (2) floater holidays to be taken by employees between February 15 and December 31 in a calendar year is determined as of January 1st of that calendar year as provided at article 29.02.

29.02 As at January 1st, any employee who has at least one (1) year of continuous service with the Employer and who worked at least twelve hundred and fifty hours (1250) hours in the previous calendar year qualifies for two (2) floater holidays. Subject to the same criteria, an employee who worked at least six hundred and twenty-five hours (625) in the previous calendar year qualifies for one (1) floater holiday.

29.03 **An** employee who qualifies according to article 29.02 and who wishes to take a floater holiday must advise the Employer of her choice of day at least seven (7) days prior to the posting of the schedule in which is included the said holiday.

Notwithstanding the above, an employee who is credited with an unused floater holiday will, upon request, receive the corresponding payment if she was absent from work to fulfil obligations relating to the care, health or education of a member of her immediate family as defined at article 19.01, in cases where her presence was required due to unforeseeable circumstances or circumstances beyond her control. The employee must have taken all reasonable steps within her power to assume these obligations otherwise and to limit the duration of her absence. The employee must advise the Employer of such absence as soon as possible in the circumstances.

29.04 Pay for a floater holiday shall be an amount equal to the following:

- (1) an employee who normally works a fixed full-time schedule will be entitled to her regular day's wages.
- (2) an employee who normally works a fixed part time or a variable schedule will be entitled to 1/20 of her wages earned during the previous thirty (30) calendar days.

ARTICLE 30 **MEDICAL EXAMINATIONS**

30.01 In the event of the absence from work of an employee because of a non-occupational injury or illness, the Employer may oblige such an employee to submit herself to a medical examination, or more if necessary, with a health professional or health professionals designated by the Employer. In this connection, the Employer's main intention is principally to verify repeat absences or a lengthy absence of an employee.

ARTICLE 31 **PAID SICK DAYS**

31.01 The provisions of this article are applicable only to days where an employee is absent from work because she has a non-occupational injury or illness.

31.02 Entitlement for paid sick days to be taken by employees between January 1 and December 31 in a calendar year is determined as of January 1st of that calendar year as provided at article 31.03.

31.03 At January 1st, any employee who has completed her probation period may bank the following number of paid sick days, considering the length of her continuous service with the Employer at January 1st;

Continuous service with the Employer at January 1 st	Number of paid sick days
Less than six (6) months	1
At least six (6) months but less than eight (8)	2
At least eight (8) months but less than ten (10)	3
At least ten (10) months but less than twelve (12)	4
Twelve months or more	5

31.04 Payment of any sick day described at article 31.03 is based on the number of scheduled hours lost by the employee on the concerned day, multiplied by her regular hourly rate and is subject to the conditions set forth at 31.05 a) and b) below.

31.05 (a)The employee must advise the Employer of her absence from work as soon as possible in advance but no later than one (1) hour prior to the scheduled beginning of her tour unless the employee later demonstrates that she had a valid reason not to do so.

(b) If requested, the employee must provide the Employer with an acceptable medical certificate justifying the absence. In making such requests, the Employer will not act in a manner which is arbitrary, discriminatory or in bad faith.

31.06 Employees must have emptied their bank of paid sick days, if applicable, before being entitled to obtain short-term disability payment, if any.

31.07 Unused paid sick clays may not be exchanged for money nor carried forward to any subsequent calendar year.

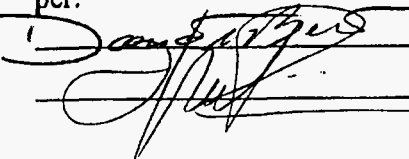

31.08 The provisions of article 31.05 a) and b) also apply to any absence from work of an employee because **of** a non-occupational injury or illness which is not payable under the provisions **of** article 31.

IN WITNESS WHEREOF, the parties have signed on the dates indicated below.

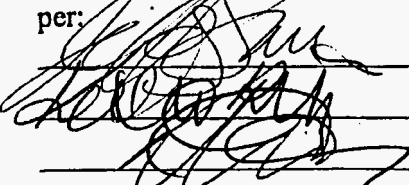
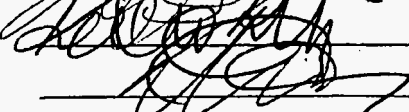

BELL MOBILITY PAGING INC.

**COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA.
Local 102-0**

per:


Sept 23 , 2002

Sept 24 , 2002

per:


Sept 23 , 2002

Sept 23 , 2002

Sept 23 , 2002

ANNEX "A"

(1) Fixed full-time and Dart-time schedules

		<u>Start</u>	<u>End</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>	<u>Sat</u>	<u>Sun</u>
*		<u>6:15</u>	<u>14:15</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>		
*		<u>6:45</u>	<u>14:45</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>		
*		<u>7:00</u>	<u>15:00</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>		
*		<u>7:15</u>	<u>11:15</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>		
*		<u>7:45</u>	<u>15:45</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>		
*		<u>8:00</u>	<u>16:00</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>		
*		<u>8:00</u>	<u>16:00</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>		
*		<u>8:00</u>	<u>16:00</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>		
*		<u>8:00</u>	<u>16:00</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>		
*		<u>8:15</u>	<u>16:15</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>		
*		<u>8:30</u>	<u>16:30</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>		
*		<u>8:30</u>	<u>16:30</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>		
*		<u>8:30</u>	<u>16:30</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>		
*		<u>8:45</u>	<u>15:45</u>						<u>x</u>	<u>x</u>
*		<u>9:00</u>	<u>17:00</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>		
*		<u>9:15</u>	<u>17:15</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>		
*		<u>9:15</u>	<u>17:15</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>		
*		<u>9:30</u>	<u>17:30</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>		
*		<u>10:00</u>	<u>18:00</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>		
*		<u>12:00</u>	<u>20:00</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>		
*		<u>13:00</u>	<u>18:00</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>		
*		<u>16:00</u>	<u>22:00</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>		
*	*	<u>8:45</u>	<u>16:45</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>		
*	*	<u>6:00</u>	<u>12:00</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>		
*	*	<u>7:45</u>	<u>13:45</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>		
*	*	<u>16:00</u>	<u>00:00</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>		
*	*	<u>6:15</u>	<u>13:15</u>						<u>x</u>	<u>x</u>
*	*	<u>7:00</u>	<u>12:00</u>						<u>x</u>	<u>x</u>
*	*	<u>14:00</u>	<u>21:00</u>						<u>x</u>	<u>x</u>
*	*	<u>16:00</u>	<u>00:00</u>						<u>x</u>	<u>x</u>

Should the Employer determine that there is excess capacity within the fixed attendant schedules, these will be redone as a whole as mentioned at article 14.04 (a) 2nd.

ANNEX “A”

(2) Lead attendant schedules

		<u>Start</u>	<u>End</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>	<u>Sat</u>	<u>Sun</u>
	→	<u>7:30</u>	<u>15:30</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>		
	→	<u>15:30</u>	<u>23:30</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>		
	→	<u>23:30</u>	<u>7:30</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>		
	→	<u>7:30</u>	<u>15:30</u>						<u>x</u>	<u>x</u>
	→	<u>15:30</u>	<u>23:30</u>						<u>x</u>	<u>x</u>
	→	<u>23:30</u>	<u>7:30</u>						<u>x</u>	<u>x</u>
→	→	<u>9:00</u>	<u>17:00</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>		

Should the Employer determine that there is excess capacity within the lead attendant schedules, these will be redone as a whole as mentioned at article 24.02 (d)

ANNEX "B"

EXAMPLE OF THE APPLICATION OF THE PROVISIONS OF ARTICLE 13.03 (2) AND (6)

		WEEK "1"					WEEK "2"						WEEK "3"						
M	T	W	T	F	S	S	M	T	W	T	F	S	M	T	W	T	F	S	S
7:30am 7:30am			5pm																
13.03 (6)			13.03 (2)																
<			<i>a</i>																
Availability lists used for the making of the work schedule that will be posted on Thursday for the workweek that will begin on the second Monday thereafter, that is for work to be done in week "3"			Posting of the schedule for the workweek beginning on the second Monday thereafter, that is work to be done in week "3"																

LETTER OF AGREEMENT: PARTICULAR APPLICATION OF ARTICLE 13.03

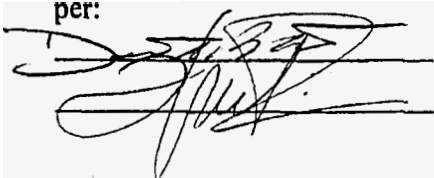
The parties agree that the new provisions concerning scheduling contained at article 13.03 will be put into effect as of the making of the schedule for the week beginning November 4th, 2002. The variable work schedules made prior to the above will be done according to the provisions of the expired Collective Agreement.

IN WITNESS WHEREOF, the parties have signed on the dates indicated below.

BELL MOBILITY PAGING INC.

**COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA,
Local 102-0**

per:



Sept 23 , 2002

Sept 24 , 2002

per:



Sept 23 , 2002



Sept 23 , 2002


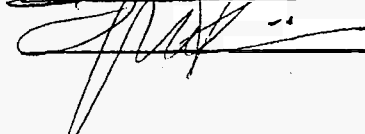
Sept 23 , 2002

LETTER OF AGREEMENT: PARTICULAR APPLICATION OF ARTICLE 14.02 6.




The parties agree that the provisions of article 14.02 6. contained in the Collective Agreement signed in 2002 will be applicable as of the month of January 2003. Until then, with regard to 14.02 6., the provisions of the expired Collective Agreement will be applicable.

IN WITNESS WHEREOF, the parties have signed on the dates indicated below.

BELL MOBILITY PAGING INC.

per:  Sept 23 , 2002
 Sept 24 2002

**COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA,
Local 102-0**

per:  Sept 23 , 2002
 Sept 23 , 2002
 Sept 23 , 2002

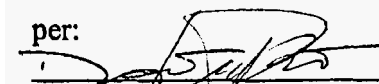
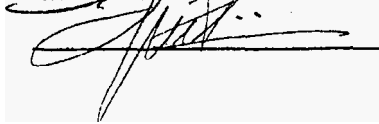
LETTER OF AGREEMENT: TAXI CHITS

The Employer will cover taxi fare expense **up** to a maximum amount of \$25.00 per ride to her residence for any employee finishing **work** between 11:00pm and 4:00am.

IN WITNESS WHEREOF, the parties have signed on the dates indicated below.

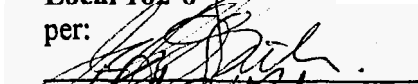

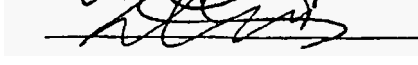

BELL MOBILITY PAGING INC.

per:

 Sept 23 , 2002
 Sept 24 , 2002

**COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA,
Local 102-0**

per:

 Sept 23 , 2002
 Sept 23 , 2002
 Sept 23 , 2002
 Sept 23 , 2002

LETTER OF AGREEMENT: GROUP RRSP

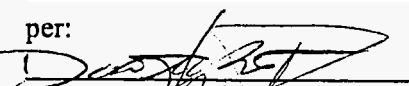


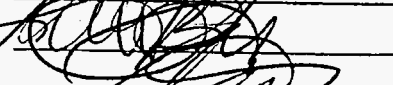
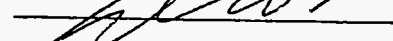
Should the number of participants at the outset be sufficient and thereafter maintained at at least ten (10), the Employer will set up a Group RRSP Plan. To this end, discussions will be held between the Union and the Employer during September and October 2002. Should the conditions provided in the Letter of Agreement be met, the Group RRSP Plan will be set up and put into effect no later than January 2003. The Plan itself will not be part of or incorporated to the Collective Agreement.

The criteria for employee's eligibility to participate in the said plan are the following: having at least one (1) year of seniority as well as the criteria said out at article 21.01 1.

The costs to set up and administrate the Plan are paid for by the Employer,

Participating employees indicate in writing the amount to be withheld by the Employer from their pay cheque on a bi-weekly basis, to be deposited in their RRSP. The Employer contributes one dollar (\$1.00) for every two dollars (\$2.00) of contribution made by an employee. The Employer's maximum contribution, per employee, per calendar year, is three percent (3%) of the employee's regular wages. The employees' maximum contribution, per calendar year, is six percent (6%) of her regular wages.

IN WITNESS WHEREOF, the parties have signed on the dates indicated below.

BELL MOBILITY PAGING INC.	COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, Local 102-0
per: 	per: 
_____ Sept 23 , 2002	_____ Sept 23 , 2002
	
_____ Sept 24 , 2002	_____ Sept 23 , 2002
	
	_____ Sept 23 , 2002

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LETTER OF AGREEMENT: NOTICE TO UNION

As of September 4th, 2002, the Employer states that there are no plans that it proceed with closure or relocation of Pagelink during the life of the 2002-2005 Collective Agreement.

Nevertheless, should such a decision be taken, the Employer **will** endeavour to provide the Union, in writing, with prior notice of sixty (60) days in advance of the effective date.

Following such prior notice, the Employer agrees to discuss with the Union issues surrounding closure and severance.

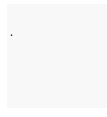
IN WITNESS WHEREOF, the parties have signed on the dates indicated below.

BELL MOBILITY PAGING INC.

**COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA,
Local 10270**

per: _____ Sept 23 , 2002
 _____ Sept 24 , 2002

per: _____ Sept 23 , 2002
 _____ Sept 23 , 2002
 _____ Sept 23 , 2002
 _____ Sept 23 , 2002



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