

COLLECTIVE AGREEMENT

BETWEEN

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

**(CEP)**

AND

**CONNEXIM**

**CRAFT AND SERVICES EMPLOYEES**



EFFECTIVE DECEMBER 1, 2004



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THIS AGREEMENT is made in duplicate this 1st day of  
December 2004.

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

CONNEXIM, a limited partnership,  
hereinafter called "Connexim"

OF THE SECOND PART

## **ARTICLE 1 - RECOGNITION AND SCOPE**

**1.01** Connexim 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 Craft and Services employees of Connexim covered by the certification order. When the parties mutually agree that a new occupation established during the term of this Agreement has clearly a number of significant points in common with the other occupations within the unit, such new occupation shall fall within the scope of this Agreement.

## **ARTICLE 2 - DISCRIMINATION**

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

**2.02** Connexim and the Union, in the framework of exercising their respective rights and obligations, will not tolerate any discrimination or discriminate against employees in the exercise of their rights.

**2.03** Connexim 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** All employees shall pay union dues; Connexim will remit to the National Union the dues set by the latter, with the deduction being made from employees' pay in the second pay period of each month.

For employees hired or transferred into the bargaining unit, deduction of dues shall begin within 30 days of their hiring or transfer.

**3.02** As soon as possible after the end of each month, Connexim will remit to the Secretary-Treasurer of the Communications, Energy and Paperworkers Union of Canada, by cheque, the amount so deducted. In addition, Connexim will provide a list where possible by Local, showing the amount deducted from each employee. It is the responsibility

of the Union to notify *Connexim*, on a form approved by *Connexim*, of the Local to which each employee pays dues.

### **Humanity Fund**

**3.03** (a) *Connexim* 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 *Connexim* is informed of such in accordance with the provisions of section 3.04, 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.

**3.04** Where an employee objects to the above-mentioned deduction, he shall notify in writing the Vice-president of the Union. The Union shall then inform in writing the head of the human resources unit, 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**

**3.05** Connexim will cease making such deductions when an employee is given an assignment not covered by this Agreement, with the exception of employees who are given an acting or temporary management assignment.

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

**3.07** It is understood and agreed that the Union will save Connexim 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 5% of the employees covered by this Agreement.

**4.02** (a) The National Union agrees to notify Connexim in writing of the names of Local Officers,

Chief Stewards and Stewards, and identify the Connexim operating unit each represents, and to inform Connexim 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 Connexim has been notified of his appointment.

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

**4.03** Except where the provisions of Article 11 or Article 16 apply, a Steward or a Local Officer may refuse a relocation that would have the effect of rendering him ineligible to represent his voting unit, providing there is another employee in the same family and reporting centre who possesses the same qualifications, and 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** Connexim agrees that permission for representatives of the Union to enter Connexim's premises will not be unreasonably withheld.

**4.05** Connexim 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 National Union.

**4.06** (a) Such leave of absence shall be renewed by Connexim at the request of the National 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 as assessed by Connexim;

(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 Connexim at least two weeks prior to the commencement of the leave, and a copy forwarded to the head of the human resources unit.

**4.08** Connexim 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 Connexim will be billed to the National Union monthly and the Union shall remit that amount to Connexim 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 Connexim, during their scheduled working hours, without deduction of the time so occupied in the computation of the time worked for Connexim, 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.

**5.02** An authorized Bargaining Representative of the Union may have time off for purposes of bargaining without deduction of the time worked for Connexim, 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 (e) shall apply.

**5.03** (a) A Union Steward 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 Connexim, provided that it is the business of the bargaining unit covered by this Agreement.

(b) Chief Stewards or Local Officers 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 Connexim, provided it is the business of the bargaining unit covered by this Agreement.

(c) The President of a Union Local or his designated substitute 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 Connexim.

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

(e) Connexim 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 Connexim will be billed to the National Union monthly with an accompanying statement of account and the Union shall remit that amount to Connexim 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 the head of the human resources unit, on a form supplied by Connexim. 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 Connexim, 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 Connexim agree that the granting and use of time off the job will not be abused.

(b) The head of the human resources unit, accompanied by the managers involved, will meet, quarterly if required, with the Vice-president of the National 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** Two employee representatives may attend the Bargaining Caucus of the Union without deduction of the time so occupied in the computation of the time worked for Connexim, and without deduction of wages in respect thereof, to a maximum of five days: provided, however, that Connexim is given the names of the delegates two weeks prior to the meeting.

**5.07** Before changing the status of any Local Officer, Chief Steward or Steward, who is to continue in Connexim'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.

#### **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, Connexim 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** Connexim has the exclusive right and power to manage its operations in all respects and in accordance with its commitments and responsibilities to its customers and shareholders, 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** Connexim 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 by Connexim to do skilled or unskilled manual or technical work in any of the occupations listed in Attachment B attached hereto, but does not include a person who,

- (1) is employed in a confidential capacity in matters relating to industrial relations, or
- (2) is employed as an occasional employee, or
- (3) exercises Management functions.

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

(b) "Regular Term Employee" means a person engaged for a specific project or for a limited period with the definite understanding that his employment is expected to continue for more than one year but may terminate at the end of the period, upon completion of the project or by application of Article 11 of this Agreement. Details of the engagement shall be provided to the employee in writing at the time of engagement and a copy of this document shall be

provided to the Union Steward as soon thereafter as possible. Such employee shall be reclassified as Regular in the event that employment exceeds the time of the engagement.

A Regular Term Employee may be offered a Regular assignment by Connexim and, upon his acceptance, be reclassified in accordance with subsection 22.05 (c).

(c) "Temporary Employee" means a person 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.

A Temporary employee, upon accumulating 24 months of time worked as defined in section 9.02, shall be offered a Regular Part-Time assignment and, upon his acceptance, be reclassified in accordance with the order provided under subsection 22.05 (c). Should the employee refuse this offer, his employment shall terminate.

(d) "Full-Time Employee" means a person (Regular or Temporary) who is normally required to work the basic hours of work as established for his occupation.

(e) "Part-Time Employee" means a person (Regular or Temporary) who is normally required to work less than the basic hours of work for a Full-Time

employee.

A Part-Time employee shall not be construed to occupy or to have claim to a Full-Time assignment by virtue of having worked the basic hours of work established for a Full-Time employee.

(f) "Occasional Employee" means a person who is engaged on the understanding that the period of employment will not exceed three consecutive weeks or 15 days of work in any calendar year.

(g) "Probationary Employee"

An employee shall be considered to be a Probationary employee until he has been continuously employed by Connexim for six months.

Notwithstanding Article 13, Connexim retains the right to terminate the employment of a Probationary employee who is found by Connexim to be unsuitable. Such a termination shall be subject to the grievance and arbitration procedures.

Connexim agrees to give the employee and his Steward a copy of the notice of termination stating the reasons why, in the opinion of Connexim, the employee is found to be unsuitable.

**9.02** For the purpose of subsection 9.01 (c) and section 9.03, "Time Worked" means any period during which a Temporary employee is performing work, on a continuous basis, or a non-continuous basis in

accordance with the provisions of subsection 9.03 (a) within the same service territory. For any such period of time worked during a week or portion of a week, the employee shall be credited one calendar week of time worked. This definition shall not be construed as affecting any rights of an employee under the provisions of section 10.01 of this Agreement.

#### **Rehiring - Temporary Employees**

**9.03** (a) A Temporary employee who has been continuously employed by Connexim for six months and whose employment is terminated shall be listed on a rehiring list in order of accumulated time worked. The employee 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 employee in a service territory, Connexim shall offer the assignment to the former Temporary employee with the most hours worked who is qualified to perform the work available and whose name is on the rehiring list of that family and service territory.

(c) It is the responsibility of a former Temporary employee who desires to be rehired to keep Connexim informed of his correct address. The employee shall advise Connexim 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.

(d) Where a former employee does not accept the offer of rehiring or report for duty within the time limits prescribed in subsection 9.03 (c), he forfeits his rights to be rehired in accordance with subsections 9.03 (a) through (c).

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

**9.04** Where a former Temporary employee is rehired within the same service territory in accordance with section 9.03, he shall not be considered to be a Probationary employee.

**9.05** Section 9.03 does not apply to a Temporary employee who has rejected an offer of a Regular Part-Time posting in accordance with subsection 9.01 (c).

**9.06** Section 9.03 shall not apply to an employee who is dismissed under Article 13.

## **ARTICLE 10 - SENIORITY**

**10.01** The net credited service date as shown on Connexim records and as posted on the seniority lists



establishes an employee's seniority. Connexim agrees that existing rules for determining net credited service, as described in Connexim 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 reporting to the same management director 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 the same position the longest shall be deemed to have the most seniority. If two or more employees, hired after December 1, 2004, have the same seniority and have held the same position for the same amount of time, the employee whose employee number is closest to zero (0) shall be deemed to have the most seniority.

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

**10.05** Connexim agrees to advise the Steward concerned of any:

- hiring
- retirement
- permanent transfer
- temporary transfer
- reassignment to a job location, for five days or more
- reclassification
- temporary or permanent promotion to a management position

Such advice shall include:

- the employment status of the employee
- his occupation
- his reporting centre

and will be given to the Steward in writing at the time the employee is informed, or immediately thereafter.

Connexim further agrees to advise, in the same manner, the Steward concerned of an employee's:

- death
- resignation
- leave of absence for a period exceeding 30 days

**10.06** Every two months, Connexim agrees to supply, to designated Local Officers of the Union, for each

service territory, the surname and first name on Connexim records, employment status, position, and reporting centre, of all employees, as well as the names of the line managers for the three tiers above each employee.

## **ARTICLE 11 - FORCE ADJUSTMENT**

### **Definitions**

“Temporary Lay-off” means a lay-off which may be for a period of up to but not exceeding a maximum of 25 consecutive weeks. The aggregate period of temporary lay-off(s) shall not exceed thirty-two weeks within any calendar year.

“Long-Term Lay-off” means any lay-off which is expected to last more than 25 consecutive weeks.

### **General**

**11.01** When any condition arises which reduces the work load to the extent that, in Connexim's opinion, the lay-off of a minimum of five regular employees is warranted, Connexim and the Union shall endeavour to reach agreement on a part-timing plan, temporary category “B” reassignments, lay-offs, or a plan combining these measures.

**11.02** In the event that Connexim and the Union cannot reach an agreement as to a plan to avoid the lay-offs within a period of twenty days after the matter has been submitted to the Union, Connexim may adopt a lay-off plan to the extent it deems necessary.

#### **Lay-Off**

**11.03** In the event that a force adjustment is required in a service territory, Connexim shall proceed in the following order in the service territory:

(a) Connexim shall cease using all subcontractors working within the family and service territory in which lay-offs are planned, provided that Connexim employees can do the work performed by subcontractors after a five-day familiarization period and the necessary tools and equipment are available.

(b) Connexim shall cease using all Regular Term employees and Temporary employees within the family and service territory in which lay-offs are planned.

(c) In the family for which the surplus is declared, the Regular Full-Time or Part-Time employee with the least seniority within the service territory shall be designated the surplus employee.

## **Bumping**

**11.04** (a) The employee identified as surplus in his service territory will have the option of, in the following order:

- I displacing the temporary employee at the same salary grade in an adjacent service territory, as set forth in Attachment A;
- II bumping a regular employee at the same salary grade with less seniority in an adjacent service territory, as set forth in Attachment A;
- III displacing a temporary employee at a lower salary grade in his service territory:
- IV bumping a regular employee with less seniority at a lower salary grade in his service territory:
- V displacing a temporary employee at a lower salary grade in an adjacent service territory as set forth in Attachment A:
- VI bumping a regular employee with less seniority at a lower salary grade in an adjacent service territory, as set forth in Attachment A;
- VII displacing any other temporary employee at the same salary grade in the bargaining unit;

VIII be laid off:

(b) at each of the abovementioned steps, a surplus employee may opt to be laid off.

(c) at each of the abovementioned steps, an employee may bump or displace another employee with less seniority at a higher salary grade as long as he meets normal job requirements.

(d) every time there is a replacement of a temporary employee, the employee that has amassed the least time worked will be replaced.

(e) Connexim will attempt to place, in accordance with the provisions of this section, each of the identified surplus employees commencing with the most senior.

(f) In the event of a temporary lay-off, the replacing or bumping employee must be prepared to perform the required tasks within a ten-day familiarization period.

**11.05** A Regular employee bumped under 11.04 may in turn use the bumping provisions set forth in section 11.04.

**11.06** Once the bumping process concludes, those employees that constitute the final surplus list shall be

laid off.

**11.07** Once the temporary lay-off is in effect, no employee shall be hired or transferred into the affected family and service territory until the end of the lay-off period.

**11.08** In the event of a temporary lay-off, any employee who bumps or displaces an employee at a lower salary grade shall continue to be paid at his previous salary rate for the duration of such a lay-off.

**11.09** Upon completion of a temporary lay-off, all laid off employees shall be guaranteed a recall by Connexim in accordance with sections 11.11 to 11.15.

#### **Information lists**

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

(a) a list of the names, positions and service territories of all employees who have been identified as surplus:

(b) a list of the names, and former and current positions of all employees who have been displaced;

(c) a final list of the names, positions and service territories of all surplus employees:

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

**Benefits Coverage -  
Temporary Lay-Off**

**11.11** Connexim 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) Comprehensive Medical Expense Plan

(ii) Vision Care Plan

(iii) 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** Connexim 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) Comprehensive Medical Expense Plan

(ii) Vision Care Plan

(iii) Dental Plan

(c) Survivor Protection Program, providing the employee prepays the applicable premiums prior to the commencement of a lay-off.

**Reassignment**

**11.13** An employee displaced under section 11.04 shall have the opportunity to be reassigned to his former assignment in his former service territory prior to any job posting or the recall of any laid off employee

...to his original reporting centre.

### **Recall Procedures**

**11.14** (a) Employees who are on a temporary lay-off shall be listed in seniority order on a job family recall list within the service territory. They shall be recalled in inverse order of lay-off within their family.

(b) Employees who are on a long term lay-off shall be listed in seniority order on a service territory-wide recall list. They shall be recalled in inverse order of lay-off, within a service territory, 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 11.14, to refuse recall until a job is offered 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, section 11.10 shall apply.

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

as to his acceptance.

**11.17** Subsequent to a recall, if the employee:

- fails to notify Connexim within ten days concerning his acceptance of an offer of recall

or

- fails 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 Connexim;

Connexim may deem such failure to 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 at Connexim 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
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 Employment 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, and equivalent to 90% of the average earnings in the four pay periods preceding lay-off in the case of a Regular Part-Time employee, less Employment 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:

(i) an allowance equivalent to 40% of his regular weekly pay at time of lay-off in the case of a Regular Full-Time employee:

Or,

(ii) an allowance equivalent to 40% of his average earnings in the four pay periods preceding lay-off in the case

of a Regular Part-Time employee.

(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, Connexim will again grant him an allowance in accordance with paragraph (i) or (ii) of subsection 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 Employment Insurance payments.

(e) When the employee obtains other employment.

(f) 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** Connexim and the Union agree that it is the responsibility of both the employer and the employees to comply with the standards, regulations and practices implemented by Connexim to ensure the safety and protect the health of all employees.

**12.02** An invitation must be given to a local Safety

and Health representative to attend any accident investigation meeting involving an employee whom he represents. The local Safety and Health representative may delegate a Steward from the same local and bargaining unit to replace him at the meeting. 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. The Local Officer may delegate another Local Officer from the same local to replace him at the meeting.

**12.03** Connexim shall pay for all safety equipment that employees are required to wear except for safety footwear.

Where employees are required by Connexim to wear safety footwear Connexim 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 one pair of overshoes to fit safety boots, or

(b) The full cost up to a maximum of \$120.00 per calendar year for one pair of safety shoes and one pair of overshoes to fit safety shoes.

**12.04** [a) The Health and Safety Steering



Committee is composed of two employees who are members of the bargaining unit and three representatives of Connexim. Additionally, one representative of the National Union or his designate shall attend the deliberations of the Committee as "ex officio" members.

(b) The Health and Safety Steering Committee will meet quarterly. The committee is responsible for establishing its own rules and procedures as well as the rules and procedures of the local Health and Safety Committee in compliance with the provisions of this Agreement.

(c) Except for the number of Committees and the frequency of meetings, the rules for both the Steering Committee and local Health and Safety Committees, as referred to in subsection 12.04 (b), shall mean the powers and obligations of joint Health and Safety 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 Steering Committee and local Health and Safety Committees shall not be submitted to the grievance procedure.

(e) Relevant safety and health issues that

have implications that transcend local concerns will be referred to the Steering Committee.

**12.05** The number of local Health and Safety Committees shall be as mutually agreed to by the parties.

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

**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 immediate superior to be present at any meeting between a representative of Connexim and that employee called for the explicit purpose of announcing any measure referred to in section 13.01. Where the Steward or Chief Steward is not scheduled to work at the time the meeting is to be held, he may be replaced by another Steward in the same bargaining unit.

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

**13.03** Connexim 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** (a) 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.

(b) Verbal reprimands and warnings may not be subject to a grievance or complaint.

**13.05** In the case of a dismissal, the matter may be referred directly to the second step of the grievance procedure as provided in Article 14.

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

**13.07** An employee shall have the right to inspect his disciplinary record annually after making suitable arrangements with his immediate superior. At any step in the grievance procedure, 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.

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

**13.09** 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.

#### **Interviews with a Security Representative Designated by Connexim**

**13.10** A Steward or Chief Steward shall be granted, immediately prior to an interview with a Security representative designated by Connexim, a maximum of 15 minutes to confer with the employee whom he represents.

**13.11** The Steward or Chief Steward shall, unless the employee objects, be invited by management to attend a Security interview whenever an employee is interviewed by a Security department representative designated by Connexim.

**13.12** When present at the interview, the Steward or Chief Steward shall attend as an observer to the process and not as a participant.

## **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 Connexim.

### **Grievance Procedure- Individual Grievances**

**14.01** The right of any employee or group of employees 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.

**Step 1 Local Grievance Committee**

**14.02** A grievance shall be submitted in writing within 30 days from the time the employee knew of or could be reasonably expected to have known of the event allegedly giving rise to the grievance:

(a) to his immediate superior by:

- (1) the employee alone, or
- (2) the Steward alone, provided the grievance is signed by the employee.

Upon receipt of a grievance filed in accordance with the foregoing, the immediate supervisor shall confirm receipt of the grievance by signing the submission form and recording the date on which the grievance was received:

Or

(b) In the case of a grievance alleging sexual harassment, the matter may be referred directly to Step 2.

**14.03** The employee's immediate superior and immediately superior manager shall meet with the

Steward, the Chief Steward and the employee involved, if deemed necessary by one of the parties. Management shall render a decision in writing dated within fifteen days of being advised of the grievance.

#### **Step 2 – Connexim Grievance Committee**

**14.04** Within 30 days following the disposition of Step 1, if no settlement has been reached, the grievance may be submitted to the Connexim Grievance Committee by written notice to the head of the human resources unit. Such notice shall set out the Union's position, signed and dated by an Officer or employee of the National Union. A copy of the grievance must be attached to the notice.

**14.05** The Connexim Grievance Committee shall meet with Union representatives in an attempt to resolve the grievance, and, within 30 days following the date of the notice, the Grievance Committee shall furnish the Union with a statement of the resultant settlement or, if no settlement has been achieved, of Connexim's final position.

**14.06** The Connexim Grievance Committee shall consist of not more than four people. Union representation at meetings with the Connexim

Grievance Committee shall be limited to four people, of which not more than two shall be Connexim employees. In addition, if deemed necessary by either party, the grievor may attend.

### **Company or Union Grievances**

**14.07** (a) The Union and/or Connexim may submit grievances that are general in nature and for which a general remedy is sought relating to the interpretation, application, administration or alleged violation of any provision of this Agreement or relating to a practice, procedure or policy, event or circumstances concerning all or part of Connexim. Such grievances shall be submitted directly to the head of the human resources unit by a National Union representative or vice versa where a Connexim grievance is involved, within 30 days of the event 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. Such a grievance shall be processed in accordance with the intent of Step 2 of the grievance settlement procedure.

(b) This procedure shall not be used for processing individual grievances.

### **Time Limits**



**14.08** It is the mutual desire of the parties hereto that grievances be resolved as quickly as practicable. Time limits are prescribed for this purpose.

**14.09** 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 Connexim fails to respond (or, in the case of a grievance presented by Connexim, 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 the next Step. Time limits may be extended only by mutual agreement in writing.

#### **General**

**14.10** A grievance shall be in writing, on a standard form approved by Connexim, 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 Connexim
- (e) the Article(s) alleged to have been violated.

**14.11** A grievance may not be deemed invalid at Step 1 by reason only of the fact that the grievance form was not completed properly with respect to the information stipulated in section 14.10.

**14.12** When a grievance or complaint is being handled by a representative of the Union, Connexim 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.

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

- (a) upholding Connexim's action
- (b) reversing Connexim'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 arbitration according to

the provisions of Article 15.

### **Complaint Procedure**

**14.14** A complaint may be submitted orally; however, when submitted to the Connexim Grievance Committee, a management director or an upper level of management, it shall be in writing.

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

**14.16** Subject to section 14.17 it is agreed that, at Step 2, a written statement of Connexim's position shall constitute the final resolution of the complaint.

**14.17** 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 is still unresolved after the

grievance procedure has been exhausted, and the National Union or Connexim wishes to institute arbitration proceedings in the matter, the following procedure must be used:

a) The National Union shall advise the head of the human resources unit (or vice versa in case of a Connexim grievance) in writing within 30 days of the date on which the Step 2 response was or should have been given.

b) Such notice shall include the names of three people who are suggested as sole arbitrators. Connexim and the Union, as applicable, then have a period of 30 days to agree on an arbitrator.

c) Should the parties fail to agree, either party may apply to the Minister of Human Resources Development Canada to appoint an arbitrator.

d) The decision of the Arbitrator shall be final and binding on the parties. This decision shall be subject to the provisions of this Collective Agreement, and the Arbitrator shall not have the power to modify, limit or add to the Collective Agreement.

**15.02** Arbitration expenses shall be equally borne by Connexim and the Union.

## **ARTICLE 16 - TECHNOLOGICAL CHANGE**

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

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

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

**16.02** Connexim 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 Connexim proposes to effect a technological change that is likely to result in the termination of employment of 5 or more employees, 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 Connexim 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.

Connexim 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 Connexim effected, in a location, a technological change for which notice is required under section 16.03, Connexim 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 Connexim 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 Article 11.

**16.06** Whenever Connexim proposes to effect a technological change the impact of which is less extensive than that described in section 16.03, Connexim 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 reassigned. 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 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 a decision by Connexim, and the termination is directly attributable to a technological change, unless:

(i) the employee is retiring and Connexim 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 Connexim at the compulsory retirement age and is eligible for 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:



### Termination Allowance

#### Net Credited Service

<u>Period Completed</u>	<u>But Less Than</u>	<u>No. of Weeks Pay</u>
	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 reassigned as a result of technological change to another service territory different from the one immediately prior to reassignment and the basic rate of pay for the new posting is lower, the employee so reassigned will receive compensation 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 reassigned to another service territory as the result of technological change and in accordance with the definition of a reassignment contained in Article 22 of subsection 23.01 (b), section 22.09 shall apply.

**16.11** (a) An annuity shall be available to an eligible employee who has been displaced from his assignment 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 Connexim and becomes eligible to another annuity as provided under the Plan.

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

## **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 reassigned 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** Connexim 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 Connexim. 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 Connexim, 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 17.06 (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 Wage Schedule 1, 2, 3 shall be six months.

**17.07** The time intervals specified for each step of the wage schedules shall be computed as follows:

(a) For an employee engaged or re-engaged between the first and fifteenth of the month, from the first day of that month.

(b) For an employee engaged or re-engaged between the sixteenth and the last day of the month, from the first day of the following month.

**17.08** The effective day for a wage increase shall be the first day of the pay period closest to the first day of the month.

#### **Pay Treatment - Employee Absent**

**17.09** (a) Increases or decreases in the basic rate of pay, which an employee would have received had he been on the job, shall not be made effective while he is absent due to leave of absence, accident, sickness or quarantine.

(b) Where, for reasons of accident, sickness or quarantine, an employee is absent for 30 days or less and his progressional wage increase is delayed until his return to work in accordance with subsection 17.10 (a), the effective date of any subsequent progressional wage increase shall not be affected.

(c) Where, for reasons of accident, sickness or quarantine, an employee is absent for more than 30 days and his progressional wage increase is delayed until his return to work in accordance with subsection 17.10 (a), the effective date of any subsequent progressional wage increase shall be calculated from the day the employee returns to work.

(d) Notwithstanding the provisions of subsection 17.10 (c), where an employee is absent for more than 30 days for reason of a leave granted under section 31.01, 31.02 or 31.03, the provisions of subsection 17.10 (b) shall apply.

### **Pay Days**

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

**17.11** When an employee is required to go to a Connexim office to receive his pay cheque, he may do so during working hours.

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

**17.13** When an employee is promoted to an occupation that belongs to a higher salary grade, he shall move immediately to the step on the new schedule which has the same rate as his present wage or, if there is no identical rate on the schedule, to the closest higher rate to his present wage rate in the new salary grade. If the employee was not at the maximum rate in his classification prior to promotion he shall carry forward any wage credit accumulated towards his next progressional increase. If the employee was at the maximum rate for his classification prior to promotion and his new wage rate is not the maximum for his new classification, he shall be eligible for a progressional increase on the new schedule six months after promotion.

## **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 7 ½ hours.

The basic hours of work per week for a Full-Time

employee shall be 37 ½ 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 75 hours.

### **Part-Time Employees**

**18.03** Connexim shall determine and establish the hours of work per day and days of work per week for all Part-Time employees.

A Regular Part-Time employee shall be scheduled a minimum of 15 hours per week, in increments of not less than one-half hour, except in situations where the head of the human resources unit and the Vice-president of the National Union or his replacement agree that a number of employees are surplus.

### **Additional Straight Time**

**18.04** Payment for the first one-half hour of time worked immediately before or after the basic hours of work per day shall be paid at straight time.

### **Banked Time**

**18.05** An employee may, at the time his hours for the day are coded, request to have additional time worked banked (in lieu of payment) in accordance

with section 18.04, on a ratio of one for one (1:1)

Except for overtime compensated under sections 19.09 and 19.10, an employee may request to bank time off in lieu of overtime payment on the basis of one hour and a half (1 ½) for each hour of overtime worked.

(a) Time banked by an individual employee for purposes of time off in lieu of payment shall never exceed 100 hours, at any one time.

(b) An employee may request to bank time off in lieu of payment of the premiums provided under sections 18.24 and 18.26.

(c) The time off in lieu of payment may be taken during a scheduled tour of duty. However, any such time off shall be subject to service requirements and scheduled at a time mutually agreed to by the employee and his immediate superior. This time shall be paid at the employee's basic rate of pay. The minimum amount of time off which may be granted under this section shall be one (1) hour.

(d) An employee with banked time owing and who so requests shall be scheduled at least one day off in each two month period beginning January 1<sup>st</sup> of each year, at a time mutually agreed to by the employee and his immediate superior.

(e) In lieu of taking the time off provided under this section, an employee with banked time owing may, once every calendar year, request to be compensated at his basic rate of pay, for a maximum of 37.5 hours from his bank.

(f) When an employee is taken ill or meets with an accident before leaving work on the day of work preceding the day scheduled for taking banked time off, the time off shall be rescheduled in accordance with the provisions of sub-section c) of this article.

The day off will not be rescheduled for indisposition occurring after the employee leaves work on the day preceding the day scheduled for taking banked time off.

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

**18.06** (a) The arrangement of hours for all tours of duty shall be established by Connexim.

(b) In each entity reporting to the same immediate superior, work schedules will be prepared, in accordance with the provisions of sections 18.02 and 18.04, for a minimum of 30 weeks in each calendar year that provide Full-Time Employees called

upon to work during these weeks with a schedule of 40 hours per week (or 80 hours averaged over a two week period). An employee may elect to be paid for the Additional Straight Time worked under these schedules or to bank it in accordance with the provisions of section 18.05.

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

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

**18.09** 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.

**18.10** The assignment of an employee to a tour of duty shall be made by Connexim to meet service requirements, due consideration being given to the seniority of the employees reporting to the same immediate superior in the same reporting centre.

**18.11** At least four days' notice, by posting, shall be

given by Connexim 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 18.09 shall not require notice by posting.

**18.12** 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.

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

#### **Meal Period**

**18.14** The meal period shall not exceed 60 minutes.

**18.15** 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.

**18.16** When the job requires 7 ½ 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.

**18.17** 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**

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

**18.19** If an employee is given less than four days' notice of a change in his tour of duty, he shall be paid one-half time extra for the time worked which is 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 four days' notice requirement; and

(a) 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;

(b) 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.

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

**18.20** (a) If a Full-Time employee is given less than four 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 four days' notice requirement. Any change in scheduled work week arising from the application of section 18.09 shall not require notice by posting.

(b) The four days' notice as referred to in subsection 18.20 (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**

**18.21** 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	\$ 1.35
2 but less than 4	2.36
4 but less than 6	3.50
6 and over	5.11

**18.22** 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 18.19 or 18.20, 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.

**18.23** An employee whose shift starts or ends

between 12:01 A.M. and 5:59 A.M. shall be paid a premium of \$3.86, in addition to any other premiums or differentials which are applicable.

**Premium Pay For Consecutive  
Saturdays Worked**

**18.24** An employee who is scheduled to work five days per week, or ten days over a two week period, and who, at the direction of Connexim, works at least 3 ¾ hours on each of successive Saturdays, shall, except as otherwise provided in section 18.25, receive remuneration equivalent to one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked.

**18.25** 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, is higher than his basic rate of pay.

**Sunday Premium Pay**

**18.26** 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.

**18.27** 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 18.21 and 18.23 and the special compensation provided in section 18.28, is higher than his basic rate of pay.

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

**18.28** An employee who works on Christmas Eve or New Year's Eve, shall receive remuneration equivalent to straight time extra for all time worked between the hours of 6:00 P.M. and 12:00 Midnight.

**Time Spent Travelling  
in a Connexim Vehicle**

**18.29** An employee driving a Connexim-owned or Connexim-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.

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

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

**18.31** Time travelling on Connexim instructions, between regular or temporary service territories 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 18.31 (a) and (b) shall be paid for on a straight time basis.

**Relief Period**

**18.32** (a) A relief period not to exceed 15 minutes shall be granted to every employee as close to the middle of each of the employee's half tours as possible, provided the efficiency of Connexim'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 Connexim to work a minimum of three hours on that overtime assignment.

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

**18.33** 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 and time worked in accordance with section 18.04 on any day, or

(b) on a day outside his scheduled work week.

**19.02** Except where otherwise provided herein, overtime in excess of eight hours per employee in one week and overtime 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**

- o An employee is entitled to a minimum of eight consecutive hours off work during the 24 hour period that commences with the start of his scheduled tour:
- o Seven of these hours should normally be between the hours of midnight and 7:00 A.M. for those employees working a day tour:
- o Non-scheduled overtime (that is, overtime without 48 hours notice) worked between midnight and 7:00 A.M. shall be reduced from the employee's next tour provided that the next tour begins within eight hours of the conclusion of the overtime hours

worked:

- o Where this overtime immediately precedes the employee's next scheduled tour or if Connexim 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.;
- o An employee will be paid on a straight time basis for any time on the 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

- o An employee who works 16 hours or more in the 24 hour period that commences with the start of his scheduled tour shall be entitled to a total of eight hours off the job between the end of such scheduled tour and the commencement of his next scheduled tour;
- o If Connexim requires the employee to commence his next scheduled tour

without having received eight hours off the job, the scheduled tour shall then be reduced by the difference in time between eight hours and the actual time the employee had off the job between the two scheduled tours:

- o 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 this absence.

**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 two hours in one week, or

(b) on a Sunday without 48 hours' notice, or

(c) in excess of the basic hours of work and time worked in accordance with section 18.04 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 before or after his scheduled tour of duty and time worked in accordance with section 18.04, he shall be paid for the total additional time worked reported to the nearest quarter hour in accordance with the following table (see next page):

<u>Minutes Worked</u>	<u>Reported To Nearest ¼ Hour</u>	<u>Payment</u>
8 - 22	¼ A	3/8
23 - 37	½	3/4
38 - 52	¾	1 1/8
53 - 67	1	1 1/2
68 - 82	1 ¼ A	1 7/8
83 - 97	1 ½	2 1/4
98 - 112	1 ¾	2 5/8
113 - 127	2	3
128 - 142	2 ¼ A	3 3/8
etc.	etc.	etc.

**19.07** A meal period shall not, except as provided in section 18.17, 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 Connexim 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 18.09 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 eight hours per day, and on a time and one-half basis for time worked in excess of the eight hours.

**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 the basic hours per week, and on a time and one-half basis for time worked in excess of the basic hours excluding any time worked in accordance with section 18.04.

**19.13** Where a Part-Time employee has worked the basic hours per week in a given week, payment for overtime worked:

- (a) in excess of two hours in one week, or
- (b) on a Sunday without 48 hours' notice,

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

## ARTICLE 20 - HOLIDAYS

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

New Year's Day	First Monday in August
Good Friday	Labour Day
National Patriots' Day (Victoria Day)	Thanksgiving Day
National Holiday (Quebec)	Christmas Day
Canada Day	Boxing Day (December 26)

**20.02** The first Monday in August is substituted for Remembrance Day.

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

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

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

d) When a paid holiday falls on a Saturday, it shall be included in the weekly schedule for all employees for that week or the following week.

### **Day Off With Pay**

**20.04** In addition to the holidays stipulated in section 20.01, each employee in the employ of Connexim 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 31 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.

**20.05** The day off with pay shall be included in each employee's schedule between December 22 and January 4 of the following year.

**20.06** If the day off with pay is taken outside the period from December 22nd to January 4th of the following year, the employee and his immediate superior shall agree on a day convenient to both the employee and Connexim prior to the end of April of that year.

**20.07** Where an employee cannot be granted a day off during the period from December 22 to the last day of April 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 April, not to exceed one-fifth of the employee's basic rate of pay.

**Pay For Holiday - Not Worked**

**20.08** 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  
Where the Holiday is Included in  
Employee's Weekly Schedule**

**20.09** 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 Connexim. 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.

**20.10** 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 20.09 (a) or (b).

#### **ARTICLE 21 - ANNUAL VACATIONS**

**NOTE:**

Notwithstanding the provisions of this Article and



except for leave granted under Article 31, when an employee takes a leave of absence with net credited service, his entitlement to vacation with pay for that calendar year 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:

<u>Years of Net Credited Service</u>	<u>Weeks of Vacation</u>
1	3
10	4
18	5*
25	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** 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,

(b) one week's vacation if he completes less than six months of service during such year.

**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 21.13.

**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** 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 Connexim. 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.

**21.07** Vacation schedules shall be prepared each year for employees reporting to the same immediate superior by Connexim 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 Connexim,

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.

**21.08** (a) The number of employees reporting to the same immediate superior on January 1st of the vacation year shall be used to determine the number of employees permitted on vacation at a time;

(b) Subject to section 21.10, a minimum of 20% of the employees reporting to the same immediate superior will be permitted on vacation at a time. However, based on service requirements, the actual number of employees permitted on vacation in any given week may be less than 20% provided that the average within each two month period starting January 1<sup>st</sup> of each year is not less than 20%.

**21.09** [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

**21.10** For the purpose of subsection 21.09 (b), the vacation schedule shall be prepared so that the total number of employees reporting to the same immediate superior on vacation at any time during the period of June through September does not exceed 25%. This percentage shall be based on the number of employees in that group on January 1st of the vacation year.

**21.11** Any employee entitled to more than two weeks of vacation may, if the immediate superior 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.

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

**21.13** When an employee is taken ill or meets with an accident before leaving work on the day of work preceding the vacation, and is prevented from taking the vacation, Connexim shall, if the employee so requests and following agreement with his immediate superior, 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.

**21.14** (a) An employee shall be paid during vacation at his basic rate of pay determined in accordance with Connexim 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 is 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 21.14 (a), shall remain unchanged.

(c) Notwithstanding the provisions of subsection 21.14 (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 Connexim 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**

**21.15** 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 21.16 through 21.19 inclusive.

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

**21.17** 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 is 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 (b), shall remain unchanged.

**21.18** Notwithstanding the provisions of section 21.17, 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.

**21.19** 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.

**21.20** The amount of pay in lieu of vacation to be granted in accordance with sections 21.17, 21.18 and 21.19 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 Connexim's service.

## **ARTICLE 22 -MOVEMENT OF EMPLOYEES**

### **Definitions**

"Service territory" means a territory in which an employee normally works. Service territories are stipulated in Attachment A of this Agreement.

"Reporting centre" shall mean a specified location provided for the use of Connexim in an employee's service territory, and may be a work

centre, central office, locker location, storeroom, customer's premises, temporary training centre, warehouse or other Connexim premises or similarly fixed location to which an employee is assigned.

"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.

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

"Reassignment" means, in one or more of the following situations, an employee's assignment:

- To another function with the same occupation
- To another occupation within the same wage schedule
- To another job location
- To another reporting centre
- To another service territory

"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.

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

"Function" means recognized functions for the same occupation as listed in Attachment C.

**22.01** Each employee shall be assigned a reporting centre by Connexim within a service territory as listed in Attachment A. An employee is to be notified in writing by Connexim of a change in reporting centre.

#### **Reassignment Categories**

**22.02** Reassignments fall into two categories:

##### **Category A**

a) Where an employee is reassigned within his service territory and, for Montreal employee, a distance of less than 20 airline km from his reporting centre, for a continuous period of:

I over 30 days, the reassignment shall be considered permanent.

II 30 days or less, the reassignment shall be considered temporary.

### **Category B**

(b) Where an employee is reassigned outside his service territory or, for a Montreal employee, outside of his service territory or within his service territory but at a distance of over 20 airline km from his reporting centre, for a continuous period of:

I over 90 days, the reassignment shall be considered permanent:

II 90 days or less, the reassignment shall be considered temporary.

### **Employee Selection-- Category A Reassignment**

**22.03** (a) The selection of an employee in view of a permanent or temporary Category A reassignment within his reporting locality shall be at Connexim's discretion.

(b) The selection of an employee in view of a temporary Category A reassignment outside his reporting locality shall be at Connexim's discretion.

(c) When an employee is selected for permanent Category A reassignment to another reporting centre outside of his reporting locality, Connexim will first give consideration to the most senior

of the volunteers, or, where there are no volunteers, the most junior employee must be selected. It is understood that the reassigned employee shall be selected from employees:

- from the same function
- from the same occupation
- from the same seniority unit
- who are at the same reporting centre from which the reassignment must be done
- who have the necessary qualifications, and provided the remaining employees in the group have the necessary qualifications to complete the work remaining

(d) Notwithstanding the provisions of subsection 22.02 (a) (l), a temporary reassignment period may be longer than 30 days in either of the two following cases:

- Reassignment for performance of a special, time-limited project,

Or

- Reassignment to a training centre to attend training courses, provided 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,

### **Employee Selection -- Category B Reassignment**

22.04 (a) When an employee is selected in view of a temporary Category B reassignment and he must, at Connexim's request, remain away from home for a period that Connexim expects to be greater than two weeks, Connexim shall give first consideration to the most senior volunteer among employees:

- from the same function
- from the same occupation
- from the same seniority unit
- from the same reporting centre from which the reassignment must be done
- who have the necessary qualifications, provided the remaining employees in the reporting centre have the necessary qualifications to complete the work remaining.

Where there is no volunteer under subsection 22.04 (a), Connexim shall select the least senior employee among employees:

- from the same seniority unit
- from the same reporting centre from which the reassignment must be done
- who have the necessary qualifications, provided the other employees in the group

have the necessary qualifications to complete the work remaining

(b) At the conclusion of a temporary reassignment, it is Connexim's intention to return the employee to his previous assignment. It is understood that it will not be possible for the employee to return in the event of an emergency situation or contingency, or if there is insufficient work at his previous reporting centre. However, so that the most senior employee may return to his previous assignment, Connexim will allow the least senior of the employees with the same function and job title at the affected reporting centre to be displaced.

(c) Notwithstanding the provisions of sections 22.02 (b) and 22.04 (a), temporary Category B reassignment of an employee for the purpose of a special project, or to a training centre to attend courses, shall not exceed the term of the special project or training course and is deemed a temporary assignment. As applicable, the employee is entitled to receive a travel allowance or reimbursement of lodging and transportation expenses, in accordance with Article 23, throughout the temporary reassignment.

(d) Permanent Category B reassignments shall be dealt with under section 22.05.



## **Job Posting Procedures**

### **22.05 Selection of employees**

It is understood that Connexim may fill openings using Category A reassignments prior to proceeding to a posting.

Where an employee is selected in view of a permanent addition or replacement to the Regular Full-Time employee staff or Regular Part-Time employee staff within a service territory, Connexim shall offer the assignment via a job posting as defined below.

(a) The opening shall be posted for ten (10) business days, province-wide, on Connexim's Intranet.

(b) Employees wishing to apply for the opening posted must do so during the posting period given in sub-section 22.05 (a). An employee shall only be considered for the opening posted if he meets the following requirements:

(i) The performance of the employee in his current position is satisfactory.

(ii) The employee shall be qualified to perform the assignment's tasks within a reasonable time that shall

be no more than a familiarization period of ten (10) business days.

c) To fill the opening, *Connexim* shall select the most senior of the qualified candidates in the following order:

- (I) Regular Full-Time employee currently assigned to the same service territory as the posted opening;
- (II) Regular Full-Time employee province-wide;
- (III) Regular Part-Time employee currently assigned to the same service territory as the posted opening;
- (IV) Regular Part-Time employee province-wide;
- (V) Regular Term or Temporary employee to be reclassified in accordance with sub-sections 9.01 (b) or (c);
- (VI) Employees who are members of CTEA;
- (VII) By any other means available to *Connexim*, including the means set forth in section 22.08.

(d) Once the posting has concluded, if *Connexim* deems there is a need to fill the post left vacant by the candidate selected, *Connexim* will post this opening. Any post left vacant subsequent to the second posting shall be filled using the other means at *Connexim*'s

disposal.

(e) Connexim shall inform local Union leaders regarding the job posting and the results of the procedure as mutually agreed by the parties. The results of the posting shall be provided to all employees who applied,

#### **General**

**22.06** It is understood that the workload may be such that the candidate selected following a posting may not be immediately able to take up the assignment he applied for. The date on which a candidate can leave his current assignment shall not be a hindrance to his candidacy for the new assignment. In that case, the job posted can be filled temporarily.

**22.07** The provisions of section 22.05 do not apply to an employee for the 12-month period following engagement or re-engagement, or during the 12-month period following reassignment resulting from a job posting, unless:

(a) There is a possibility that the employee may obtain a promotion at that location;

(b) Connexim changes the employee's reporting centre.

**22.08** Where Connexim must permanently reassign an employee under a Category B reassignment, Connexim shall choose the least senior of employees:

- from the same seniority unit
- from the reporting centre from which the reassignment is to be made

And

- who have the necessary qualifications, provided the other employees in the group have the necessary qualifications to complete the work remaining.

Connexim shall give the employee 30 days' notice of permanent reassignment.

**22.09** When an employee is permanently transferred from one service territory to another at the request of Connexim, and as a result of such transfer an employee's new reporting centre is further from his home than was his former reporting centre prior to the transfer and a change of residence is required, the employee shall be reimbursed for moving expenses as approved by Connexim and in accordance with Connexim practices. Connexim agrees 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.

**22.10** Sections 22.04 through 22.09 and 22.11 do not

apply to employee reassignments under Article 11.

**22.11 (a)** Seven days' notice shall normally be given to **an** employee who is, at the request of **Connexim**, reassigned and must be away from home for an overnight **or** longer period. Where such notice is not given **and** an employee is reassigned with **less** than seven days' notice, he shall be paid one-half time extra for the basic hours of work for each day of the balance of the seven day period during which the employee is **so** reassigned.

(b) This payment shall not be included in wage payments for any time for which an employee is receiving a rate of pay which, exclusive of tour differentials provided in sections 18.21 and 18.23 and the premium provided in section 18.28, is higher than his basic rate of pay.

**22.11** Where a permanent move occurs as the result of a job posting, all expenses are borne by the employee, and this location becomes his reporting centre the **first** day he reports for duty.

**22.12** **The job** posting procedure applies only to Regular **Full-Time** and Regular Part-Time employees.

#### **Exceptions**

**22.14** Notwithstanding the provisions of sections

22.03, 22.04, 22.05 and section 32.02, certain circumstances may require normal job filling procedures to be by-passed. Accordingly, Connexim 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 Connexim in any bargaining unit, or

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

(b) Surplus

where the head of the human resources unit and the Vice-president of the National Union agree that a number of employees are surplus. Where no such agreement can be reached, Connexim retains its right to invoke the provisions of Article 11;

(c) Demotion Within Unit

where an employee is involuntarily

demoted within the bargaining unit subsequent to a Connexim decision;

(d) Business Needs

annually, for each six-month period beginning on January 1 and June 1, each Management director may fill a number of placements equal to the greater of 1 or 1% of the total number of Regular employees, rounded to the nearest whole number;

(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 placement, is placed into the bargaining unit, the management director receiving the former manager 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 32.02:

(g) Redeployment, New Business and New Technology

where a person is reassigned 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.

Connexim agrees to initiate local meetings between management and the leaders of the bargaining unit of the locals representing the employees affected to explore the options available and possible alternatives to deal with these situations. The agreement of the Vice-president of the National Union and the head of the Connexim human resources unit 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 reassigned under the provisions of paragraph (i) above, a permanent job becomes vacant in the employee's previous family and service territory, Connexim shall offer the affected employee the opportunity to return to his original service territory, provided that he has the necessary qualifications for the vacant placement.

- (h) Placement of resources from outside the bargaining unit

Where, for business reasons, a person from another bargaining unit or company, including an employee returning from a leave of absence, is placed into the bargaining unit, the agreement of the head of the Connexim human resources unit and Vice-president of the National Union is required to approve the application of this exception.

- (i) Outsourced resources from another company

Where Connexim hires outsourced resources from another company, Connexim may, within a period of 24

months, reclassify such employees as Regular Full-Time or Regular Part-Time employees. Employees shall be reclassified in accordance with Memorandum of Agreement 3, Profile of Craft and Services Employees Occupations and Compensation Plan.

When employees are placed into the bargaining unit, the head of Connexim's human resources unit will provide the Vice-President of the National Union with a list of the names of the outsourced resources hired by Connexim.

**22.15** Connexim shall inform the Local Steward, on a form supplied by Connexim, of any placement within the bargaining unit filled for any of the reasons noted in section 22.14.

**Promotion  
Temporary Promotion**

**22.16 (a)** Where Connexim wishes to promote an employee for at least 30 days within a service territory, without adding to the number of regular staff in this service territory, the promotion shall be granted at Connexim's discretion.

### **Permanent Promotion**

b) Where Connexim wishes to promote an employee permanently without adding to the number of regular staff in this service territory, Connexim shall offer the promotion to all Regular employees in that service territory who are in a lower-rated job. Connexim shall select the most senior of the qualified volunteers.

### **Reclassification of a Regular Part-Time employee as a Regular Full-Time employee**

**22.17** Where a Regular Part-Time employee has worked the same basic hours as a Regular Full-Time employee for a continuous 24-month period,

Or

where said employee has accumulated the equivalent of 36 months of a Regular Full-Time employee's basic work hours over a period of 48 consecutive months, the position held by said employee shall be subject to an event-specific posting procedure.

The job posting:

- shall be limited to the service territory of the employee to be reclassified
- shall address only Regular Full-Time employees in that territory who belong to the same job family and function as the employee to be reclassified

**Candidate selection and filling of position(s)**

22.18 (a) After a job has been posted as per the terms of 22.17, the job shall be offered to the Regular Full-Time employee who:

- is the most senior employee to apply
- holds a job in the same family and function
- is in the same service territory as the Regular Part-Time employee involved
- will be qualified to perform the necessary tasks within a ten (10) day period

and

The Regular Part-Time employee involved:

- will fill the placement left vacant at the job location previously occupied by the Regular Full-Time employee,
- e will have his employment status changed from Regular Part-time to Regular Full-time

b) If no application is received from a Regular Full-Time employee in the same service territory, holding a job in the same family and function as the Regular Part-Time employee involved, said employee's status

shall be changed to Regular Full-Time employee at his current job and job location.

c) Notwithstanding any provision to the contrary, the application of sub-section a) or b) above shall terminate the process of reclassifying a Regular Part-Time employee as a Regular Full-Time employee and the resulting posting procedure.

#### **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 to a reporting centre other than his assigned reporting centre, he is entitled to the travel allowance stipulated in section 23.04, as described below:

(i) If the new job location is located less than 30 airline km from his reporting centre, less than 20 kilometres for a Montreal employee, the employee shall be eligible for the travel allowance for a period of 30 days following the first day he reports to that location or, where the employee elects to invoke the provisions of sub-section 23.02 (b)(i), 30 days after the first day he reports, or on the date on which he made the choice, whichever comes first:

(ii) If the new job location is 30 airline km or more

from his reporting centre, 20 kilometres or more for a Montreal employee, the employee shall be eligible for the allowance for a period of 120 days following the first day he reports to that location.

(III) In the two previous situations, the employee shall only be eligible for a travel allowance if he must report to a job location that is farther from his home than his reporting centre.

(b) In the case of a permanent reassignment 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 further away from his home than his reporting centre, the employee may elect the provisions of subsection 23.01 (a) (II) or to change his residence in accordance with section 22.09.

**23.02** (a) An employee shall start his tour of duty at his reporting centre, at a 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 where there is no convenient public transportation to that job location, the employee may either:

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

(ll) 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 in accordance with the following:

<u>Airline distance from reporting centre</u>	<u>Daily travel Allowance</u>
More than 2 but less than 7 km	\$9.58
7 or more but less than 15 km	12.50
15 or more but less than 30 km	18.00
each additional 1 km	0.56

**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, Connexim shall pay his actual living and transportation expenses, at or near the location of his temporary assignment, or, if Connexim 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** (a) Seven days notice shall normally be given to an employee who is required by Connexim 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 seven day period.

(b) This payment shall not be included in wage payments for any time for which an employee is receiving a rate of pay which, exclusive of tour differentials provided in sections 18.21 and 18.23 and the premium provided in section 18.26, is higher than his basic rate of pay.

#### **living and Transportation Expenses Paid**

##### **living Expenses**

**23.08** Where an employee is required to travel on Connexim 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) \$45.00 per calendar day,

if the employee is away for a full calendar day, or

(II) \$9.00 if away over the breakfast period, \$12.00 if away over the lunch period, and \$24.00 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 Connexim 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 Connexim'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 no financial loss or gain to the employee for reasonable expenses incurred.

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

**23.12** A reassigned employee who is eligible for reimbursement of living expenses 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.

**23.13** Connexim 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 Connexim shall normally determine the means of transportation, an employee may elect to travel by a mode of transportation other than the

one chosen by Connexim. In such case, 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 Connexim 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 Connexim, may be returned to his service territory or established home within Connexim's territory at the expense of Connexim.

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

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

**23.18** An employee who is being transported in a Connexim-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 **Connexim**. 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 - SICKNESS ABSENCE AND BENEFITS**

**24.01** **Connexim** 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 Transition Benefit Plan
- the Comprehensive Medical Expense Plan
- the Vision Care Plan
- the Dental Plan

It is understood that **Connexim's** overall program of Benefits will change during the life of the Collective Agreement. As a result, insofar as they apply

to the employees covered by this Agreement, the above undertaking applies to these Plans as they exist as of the date of signing of this agreement until such time as they are modified. From then on, this undertaking will apply to these plans as modified.

It is understood that any reference to any benefit, including sickness absence, in the Collective Agreement refers to the benefit then in force and should be read with the necessary modifications, including any reference to benefits in this Article.

**24.02** At least 30 days prior to modifying any of the Plans listed in section 24.01, Connexim shall inform the Union of the changes to be implemented and request representation in that respect.

**24.03** For the duration of this Collective Agreement and insofar as they apply to the employees covered by this Agreement, the Plans listed in section 24.01 shall not be modified, except with the consent of the Union, which shall not be unreasonably withheld.

**24.04** For the employees covered by this Agreement, Connexim 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, Connexim may, after consultation with the Union, adjust accordingly the contributions payable by the employees.

**24.05** Notwithstanding the provisions of sections 24.03 and 24.04 above, should legislation or regulation affect any of the Plans, Connexim 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.

**24.06** 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 for that part of the absence in excess of two consecutive scheduled half tours:

(b) In the determination of pay treatment in

subsection 24.06 (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 for the full absence.

**24.07** 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.

## **ARTICLE 25 - MISCELLANEOUS WORKING CONDITIONS**

### **Clothing**

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

**25.02** Connexim 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. Connexim may, at its discretion, replace employees' clothing damaged under unusual job conditions.

#### **Tools**

**25.03** Connexim 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 Connexim for all tools assigned to him.

#### **Weather Conditions**

**25.04** At any time when Connexim 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 Connexim, cases of emergency or necessity exists.

**25.05** 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**

**25.06** It is recognized that family emergencies occur which necessitate an employee's absence. Connexim 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.

### **ARTICLE 26 - EMPLOYEE AND UNION INFORMATION**

#### **Employee Information**

**26.01** Connexim agrees to supply each employee with a copy of this Agreement.

#### **Union Information**

**26.02** Connexim 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 Connexim records of all employees in the bargaining unit. The home addresses of employees who object to their release shall be omitted from that list.

**26.03** The Union shall, no later than February 1 of each year, inform in writing the head of the human resources unit, of the name, occupation and work location of the employees who object to the release of this information by Connexim. The Union recognizes its full responsibility in that respect.

**26.04** The Union will save Connexim 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.

**Office Consolidations, Centralizations, Closures  
and Surplus**

**26.05** (a) Immediately upon learning of a potential office consolidation, centralization or closure, the head of the human resources unit undertakes to meet with the Vice-president of the National Union, or their delegate in order to initiate local meetings between management and Union representatives to consult on the impact of such changes 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) Prior to the declaration of a surplus situation within a family and service territory, Connexim shall consider the repatriation of any bargaining unit work that has been contracted out within the affected service territory and which could be performed by those affected employees who have the necessary qualifications.

#### **ARTICLE 27 - BULLETIN BOARDS**

**27.01** So that the Union may post notices with respect to Union activities, Connexim will supply and install bulletin boards on its property or provide clearly delineated space on existing bulletin boards everywhere, on its property for use by the Union for posting notices with respect to Union activities when practicable, where five (5) or more employees covered by this Agreement are permanently located.

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

**27.03** The Union agrees that nothing contrary to the interests of Connexim or in contravention of the spirit and intent of this Agreement shall be posted. Should Connexim believe that posted material is not in accordance with the provisions of this Article, such material may be removed by Connexim, 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 28 - WAGES AND WORKING CONDITIONS FOR NORTHERN SERVICE**

### **Definitions**

The following definitions shall apply to this Article.

**28.01** "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.

**28.02** "Northern Allowance" means an allowance payable by Connexim to employees working in a Northern Locality.

**28.03** "Northern Locality" means any locality

designated as such in sections 28.19 and 28.20.

**28.04** "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**

**28.05** Connexim agrees to advise the Union of the name of each Northern Locality additional to those listed in section 28.20 and its category for purposes of determining the Northern Allowance that shall apply.

**28.06** Connexim 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 Connexim practice.

**28.07** Connexim shall pay a Living Conditions Allowance when

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

(b) an employee with the permission of Connexim 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.

**28.08** An employee shall be paid a Living Conditions Allowance of \$10.00 for each night spent under conditions described in section 28.07.

#### **Applicability of Certain Plans**

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

**28.10** 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, Connexim may consider an assignment of less than three years as an assignment under the Family Plan.

**28.11** 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.

**28.12** The Local Plan shall apply to an employee hired in any Northern Locality, and whose service territory is in the same locality.

**Application of Certain  
Articles of this Agreement**

**28.13** 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.

**28.14** 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**

**28.15** 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 28.18.

(c) Overtime

The provisions of Article 19 shall not apply to Northern Service. The first two hours of assigned overtime, as provided in section 28.06, 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 28.08.

**Wage Administration**

**28.16** The provisions of Articles 20, 21 and 24 as varied



below, will apply to employees assigned to Northern Service:

(a) Holidays: Regarding section 20.02 for Northern Localities outside Quebec and Ontario, Connexim 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 24, shall be paid pursuant to section 28.15 during the period of absence. If he does not qualify under the above mentioned Article, he shall be paid pursuant to subsections 28.15 (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 service territory or established home if within Connexim's territory, including travelling time at the commencement and end of vacations.

No part of the provisions of sections 18.19 through 18.27

will apply to employees assigned to Northern Service.

### **Reimbursement for Expenses**

**28.17** 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 Connexim 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 service territory or established home if within Connexim's territory at the expense of Connexim.

**28.18** 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

**28.19** Category "A" Northern Localities are those

situated north of the 55th parallel of latitude; without limiting the number of the foregoing, they include:

Iqaluit, Nanisivik, Affectation-de-la-Baleine, Rankin Inlet, and Kuujuaq.

**28.20** 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 Connexim may designate as such during the term of this Agreement.

#### **ARTICLE 29 - WITNESS AND JURY DUTY**

**29.01** An employee who has been excused from a scheduled tour of duty 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. An employee acting as a voluntary witness or who is otherwise involved as a party in the case shall not be paid for any absence occasioned thereby.

**29.02** An employee shall report for regular duties when temporarily or finally excused from such

attendance at Court.

**29.03** Notwithstanding the provisions of sections 18.15 to 18.17 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, Connexim 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.

**29.04** 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, Connexim, if the employee so requests and following agreement with his immediate superior, shall re-schedule the vacation at a later date in the calendar year for which the vacation is given or in the period of the following year ending on the last day of April.

**29.05** When a day scheduled for compensating time off under Article 18, falls on a day for which an employee's attendance at Court is required for jury duty, or as a subpoenaed witness, Connexim shall re-schedule the compensating time off after the completion of his Court duties.

### **ARTICLE 30 - BEREAVEMENT LEAVE**

**30.01** An employee shall be granted, in the event of the death of his spouse, his spouse as acknowledged by law, 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.

**30.02** An employee shall be granted, in the event of the death of his father, mother, brother, sister, mother-in-law, father-in-law, grandchild, 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.

**30.03** Connexim may extend the periods of bereavement leave with pay provided for in sections 30.01 and 30.02 to one week when it is necessary for the employee to leave the city in which he is employed.

**30.04** An employee shall be granted, in the event of the death of a grandparent, bereavement leave with pay from one scheduled tour of duty.

**ARTICLE 31 - LEAVE FOR EMPLOYEES  
WITH FAMILY RESPONSIBILITIES**

**Maternity Leave**

**31.01** An employee who has completed six (6) consecutive months of continuous employment with Connexim 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**

**31.02** An employee who has completed six (6) consecutive months of continuous employment with Connexim 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.

**31.03** For an employee eligible to a leave as **provided** under subsection 31.02 (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**

**31.04** The employee shall complete and submit to Connexim a written application, with documentation as required by Connexim, 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.

**31.05** 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 31.01, 31.02, 31.03 and 31.04, as

applicable, may, at the discretion of, and under such circumstances as may be prescribed by Connexim, be granted a leave of absence, but such leave will not carry a guarantee of re-engagement.

**31.06** An employee who wishes to resume employment on expiration of a leave granted pursuant to section 31.01, 31.02 or 31.03 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 Connexim 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.

**31.07** Provided an employee reports for work and resumes employment as provided under section 31.06, the employee will be credited with seniority for the period of the leave(s).

#### **Supplemental Allowance Plan**

**31.08** A Regular employee who has been granted a



maternity leave under section 31.01 or a parental leave under subsection 31.02 (b) and provides Connexim with proof of application and eligibility to receive employment insurance benefits, shall be paid a Supplemental Allowance in accordance with the provisions of sections 31.09, 31.10, 31.11 and 31.12.

**31.09** To be eligible, the employee shall sign an agreement with Connexim providing

(a) to return to work and remain in Connexim'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 31.01 or parental leave provided under section 31.02, and

(c) that the employee recognizes indebtedness to Connexim for the amount received as a Supplemental Allowance should the conditions provided in subsections 31.09 (a) and (b) not be satisfied.

**31.10** In respect of the period of maternity leave granted under section 31.01, 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, with payments calculated as follows: [(employee's base weekly wages x 0.75) – employment insurance benefits received].

**31.11** In respect of the period of parental leave (for adoption) granted under subsection 31.02, the payments stipulated shall be made for up to ten (10) weeks as per the calculation method set forth in subsection 31.10 (b).

**31.12** In the event that legislation is enacted that provides additional employment 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 31.10 or 31.11, the amount that the employee is entitled to receive under 31.10 (b) shall be decreased by the amount the employee is entitled to receive as a result of such additional employment insurance or other payment.

## **ARTICLE 32 - EMPLOYMENT EQUITY**

**32.01** (a) Connexim and the Union recognize the need to achieve equality in the workplace and, whenever possible, to provide disabled employees with reasonable accommodation, without undue

hardship, so that no person shall be denied employment opportunities for reasons unrelated to ability.

(b) Connexim 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.

**32.02** (a) To give effect to the principle that equal opportunity in employment for women and visible minorities, so as to provide, in addition to treating persons in the same way, special measures and the accommodation of differences, the parties agree that notwithstanding Article 22, Connexim may, in each twelve (12) month period, starting January 1 of each year, fill up to two (2) job openings in each Connexim service territory

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

**32.03** Notwithstanding sub-section 14.07 (b), a Union grievance may be submitted in accordance with section 14.07 (a) relating to the interpretation, application, administration or alleged violation of Article 32.

### **ARTICLE 33 - BARGAINING PROCEDURE**

**33.01** 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 Connexim on the other.

The number of employees of Connexim to be authorized as Bargaining Representatives of the Union shall not exceed two.

**33.02** 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 Connexim and an agreement so signed shall take effect as and from the effective date specified therein.

**33.03** Connexim 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 34 - COST OF LIVING ALLOWANCE**

**34.01 (a)** For Wage Schedules 1 and 3, if the June 2007 Consumer Price Index (C.P.I.) exceeds the C.P.I. for June 2006 by more than 2.0%, then all basic rates of pay in effect at August 31, 2007 will be increased effective September 1, 2007 by a percentage figure equal to the difference between:

(i) the percentage by which the June 2007 C.P.I. exceeds the June 2006 C.P.I.

and

(ii) 2.0% to a maximum of 1.0% of basic rates of pay.

(b) For Wage Schedule 2, if the June 2007 Consumer Price Index (C.P.I.) exceeds the C.P.I. for June 2006, then all basic rates of pay in effect at August 31, 2007 will be increased effective September 1, 2007 by a percentage figure equal to the difference between the percentage by which the June 2007 C.P.I. exceeds the June 2006 C.P.I. to a maximum of 1.0% of basic rates of pay.

**34.02** The Consumer Price Index used for the formula in sections 34.01 (a) and (b) shall be the C.P.I. - Canada All Items (1992 = 100) as published by Statistics Canada or any successor department or agency.

**34.03** Should the Consumer Price Index be amended or discontinued prior to January 2007, the parties agree to consult to determine a means by which rates of pay will be increased effective September 1, 2007 consistent with the formulas in section 34.01 (a) and (b).

#### **ARTICLE 35 - DURATION**

**35.01** This Agreement shall become effective on December 1<sup>st</sup>, 2004 except as otherwise provided and, shall remain in full force and effect up to and including November 30<sup>th</sup>, 2007.

**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, 565 Crémazie Blvd. East, Suite 9100, Montreal, Quebec, H2M 2V6, and with respect to Connexim if addressed to the President of Connexim, 505 de Maisonneuve West, 7<sup>th</sup> floor, Montreal, Quebec, H3A 3C2

**WITNESS CLAUSE**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 1st day of December 2004.

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

**Connexim**

Alain Royer  
Andre Bouchard  
Robert Pelletier

Normand Ménard  
Marie-Claude Gravel  
Scott Garvey



## **ATTACHMENT A**

### **Definition of service territories**

Connexim's service territories are delineated geographically by the Quebec government's administrative regions, as stipulated in orders 2000/87, 1399/88, 1389/89 and 965/97. However, the following exceptions apply:

- a) Administrative regions 1 and 11 are combined, forming the Bas St-Laurent – Gaspésie service territory.
- b) Administrative regions 14 and 15 are combined, forming the Laurentides – Lanaudière service territory.
- c) Administrative regions 6 and 13 are combined, and the cities of Brossard, Saint-Lambert, Longueuil, Boucherville and Greenfield Park in administrative region 16 are added, forming the metro Montreal service territory.

### **Connexim's service territories are:**

- Bas St-Laurent – Gaspésie • Quebec • Chaudière – Appalaches Mauricie
- Centre du Quebec.Estrie • Montérégie Laurentides – Lanaudière Montreal
- Outaouais • Abitibi – Témiscamingue • Nord du Quebec Saguenay - Lac St-Jean
- Côte Nord

### Adjacent service territories

The service territories in column A are adjacent to the service territories in row B marked with an X.

	BAS ST-LAURENT GASPÉSIE	QUÉBEC	CHAUDIÈRE APPALACHES	MAURICIE	CENTRE DU QUÉBEC	ESTRIE	MONTÉRÉGIE**	LAURENTIDES-LANAUDIÈRE	MONTRÉAL *	OUTAOUAIS	ABITIBI TÉMISCAMINGUE	NORD DU QUÉBEC	SAGUENAY LAC ST-JEAN LAC ST-JEAN	CÔTE NORD
BAS ST-LAURENT GASPÉSIE		X	X											X
QUÉBEC	X		X	X									X	X
CHAUDIÈRE APPALACHES	X	X			X	X								
MAURICIE		X			X			X				X	X	
CENTRE DU QC		X	X	X		X	X							
ESTRIE			X		X		X							
MONTÉRÉGIE**						X		X	X					
LAURENTIDES-LANAUDIÈRE							X		X	X				
MONTRÉAL *							X	X						
OUTAOUAIS								X						
ABITIBI TÉMISCAMINGUE										X		X		
NORD DU QUÉBEC				X							X		X	

SAGUENAY LAC ST-JEAN		X		X								X		X
CÔTE NORD	X	X										X	X	

\* Including the cities of Brossard, Saint-Lambert, Longueuil, Boucherville and Greenfield Park.

\*\* Excluding the cities of Brossard, Saint-Lambert, Longueuil, Boucherville and Greenfield Park.

**ATTACHMENT B**

**OCCUPATION AND WAGE SCHEDULE 1**

**Class 1 occupation**  
Business Technician 1

**OCCUPATION AND WAGE SCHEDULE 2**

**Class 2 occupation**  
Equipment Technician

**OCCUPATION AND WAGE SCHEDULE 3**

**Class 3 occupation**  
Material attendant

At December 1 2004						
	Schedule 1		Schedule 2		Schedule 3	
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
1	\$15.63	\$586.13	\$14.56	\$546.00	\$9.80	\$367.50
2	\$16.76	\$628.50	\$15.59	\$584.63	\$10.89	\$408.38
3	\$18.53	\$694.88	\$17.26	\$647.25	\$11.98	\$449.25
4	\$19.66	\$737.25	\$18.30	\$686.25	\$13.07	\$490.13
5	\$20.87	\$782.63	\$19.42	\$728.25	\$14.15	\$530.63
6	\$22.67	\$850.13	\$21.10	\$791.25	\$15.23	\$571.13
7	\$23.89	\$895.88	\$22.25	\$834.38	\$16.32	\$612.00
8	\$25.46	\$954.75	\$23.71	\$889.13		
9	\$26.81	\$1,005.38	\$24.96	\$936.00		
10	\$29.32	\$1,099.50	\$27.28	\$1,023.00		
11	\$30.75	\$1,153.13				

At December 1 2005						
	Schedule 1		Schedule 2		Schedule 3	
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
1	\$16.10	\$603.75	\$15.00	\$562.50	\$10.09	\$378.38
2	\$17.26	\$647.25	\$16.06	\$602.25	\$11.22	\$420.75
3	\$19.09	\$715.88	\$17.78	\$666.75	\$12.34	\$462.75
4	\$20.25	\$759.38	\$18.85	\$706.88	\$13.46	\$504.75
5	\$21.50	\$806.25	\$20.00	\$750.00	\$14.57	\$546.38
6	\$23.35	\$875.63	\$21.73	\$814.88	\$15.69	\$588.38
7	\$24.61	\$922.88	\$22.92	\$859.50	\$16.81	\$630.38
8	\$26.22	\$983.25	\$24.42	\$915.75		
9	\$27.61	\$1,035.38	\$25.71	\$964.13		
10	\$30.20	\$1,132.50	\$28.10	\$1,053.75		
11	\$31.67	\$1,187.63				

At December 1 2006						
	Schedule 1		Schedule 2		Schedule 3	
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
1	\$16.58	\$621.75	\$15.45	\$579.38	\$10.39	\$389.63
2	\$17.78	\$666.75	\$16.54	\$620.25	\$11.56	\$433.50
3	\$19.66	\$737.25	\$18.31	\$686.63	\$12.71	\$476.63
4	\$20.86	\$782.25	\$19.42	\$728.25	\$13.86	\$519.75
5	\$22.15	\$830.63	\$20.60	\$772.50	\$15.01	\$562.88
6	\$24.05	\$901.88	\$22.38	\$839.25	\$16.16	\$606.00
7	\$25.35	\$950.63	\$23.61	\$885.38	\$17.31	\$649.13
8	\$27.01	\$1,012.88	\$25.15	\$943.13		
9	\$28.44	\$1,066.50	\$26.48	\$993.00		
10	\$31.11	\$1,166.63	\$28.94	\$1,085.25		
11	\$32.62	\$1,223.25				

**ATTACHMENT C**

**FAMILIES**

**MAINTENANCE**

\*Business Technician 1

**EQUIPMENT**

Equipment  
Technician

Note \* occupation

**Business Technician 1**

- (i) Voice
- (ii) Data
- (iii) Radio and video
- (iv) High-tech specialist



**MEMORANDUM OF AGREEMENT**

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**MEMORANDUM OF AGREEMENT no 1**

**Visual Display Terminal**

**MEMORANDUM OF AGREEMENT BETWEEN**

**CONNEXIM**

**AND**

**COMMUNICATIONS, ENERGY AND PAPERWORKERS**

**UNION OF CANADA**

**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

1. The parties agree that any regular full-time or regular 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 31 of the Collective Agreement between the parties dated December 1, 2004 hereinafter

designated as the Collective Agreement,  
or

- 8) 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. Connexim 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 assignment occupied by her at the time such leave commenced, or in the assignment 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 31 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 31 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 assignment, 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 assignment, at a comparable wage level at any other work location within the service territory which does not require the employee to work with a V.D.T.

- Third, to an existing assignment 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 assignment, 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 reassign an employee who is not pregnant, Connexim agrees to seek volunteers in the affected location. But where there are no such volunteers, the junior employee on a non-V.D.T. assignment in the affected location will be so reassigned. The volunteer, or the junior employee so displaced will, notwithstanding any provision of the Collective Agreement, have priority over the normal assignment filling procedures to return to the location from which she was reassigned.

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 reassigned outside of her assignment locality
  - 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 assignment in that location.

If, however, while on the reassigned position, Connexim again reassigns her, she will retain her right to Articles 22 and 23 for such reporting assignments.

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 reassigned to a new assignment and who is unwilling to commence or to continue work in her new assignment, may then elect either to stay in her original assignment or to exercise option A). If she elects option A) before reporting to her new assignment, she will stay in her original assignment until option A) takes effect.
9. An employee who elects option B) who wishes to resume her assignment on expiration of her maternity leave shall be reinstated in the assignment occupied by her immediately prior to her reassignment.

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. Connexim and the Union shall act in a fair and reasonable manner when carrying out this Memorandum.
12. This Memorandum shall remain in full force and effect during the term of the Collective Agreement.

Signed at Montreal this 1st day of December 2004.

FOR CONNEXIM

FOR THE  
UNION

Marie-Claude Gravel

Robert Pelletier

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**MEMORANDUM OF AGREEMENT no.2**

**Application of the Early Retirement Program  
and Replacement of Resources**

**MEMORANDUM OF AGREEMENT BETWEEN**

**CONNEXIM**

**AND**

**COMMUNICATIONS, ENERGY AND PAPERWORKERS**

**UNION OF CANADA**

**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

This Memorandum reflects the discussions and agreement between Connexim and the Union.

It is intended to establish the date on which to initiate the 2004 Early Retirement Program (ERP) put forward by Connexim, and define the terms and conditions for replacing the technicians who depart subsequent to its application.

## **1.0 Early Retirement Program**

The Union and Connexim agree that an early retirement program shall be offered to all employees covered by the Connexim Crafts and Services employees' collective agreement who are eligible under the Program's rules.

**1.1** The program shall be launched within the shortest period agreed on by the parties.

**1.2** Filling positions left open subsequent to the departure of technicians under the ERP (2004)

A meeting shall be held between a representative of each of the parties in the 7 business days following the last date on which employees who wish to depart must inform the employer of their decision. As the positions being vacated vacant will be known at that time, Connexim will have to define its needs subsequent to a review of work organization. Based on business needs and the principles set forth below, the representatives of the parties shall agree on the procedure to follow for efficient completion of employee reassignment.

## **2.0 Principles**

**2.1** Reassignment of employees.

- a) Rather than proceeding by individual job postings, the list of jobs available will be posted on Connexim's Intranet.
- b) An employee who is interested in being reassigned to another job location shall have 5 business days following posting of the list to indicate interest in being reassigned to another location where a job is available.
- c) Jobs shall be offered to interested candidates in order of decreasing seniority (from the most senior to the most junior) providing that the employee is qualified to do the assignment's tasks within a period of no more than ten (10) business days.
- d) When contacted regarding his choices, the employee makes a decision immediately. This concludes the process where he is concerned, and his name is removed from the list of eligible candidates.
- e) The offer of available positions shall be limited to two (2) recruiting rounds.
- f) At the end of this process, positions that remain vacant shall be filled by any other means available to Connexim.

**2.2** Change in the status of resources.

- a) If between 1 and 5 employees inclusively take advantage of the ERP, Connexim will change the status of employees with Regular Part-Time status to Regular Full-Time status on a one to one basis, according to seniority and qualifications.
  - b) If between 6 and 10 employees inclusively take advantage of the ERP, Connexim will change the status of employees with Temporary Part-Time status to Regular Part-Time status on a one to one basis, according to seniority and qualifications.
  - c) If over 10 employees take advantage of the ERP, Connexim shall proceed to hire Regular Part-Time employees on a one to one basis.
  - d) In this procedure, an employee may only change status once.
- 3.0** This is an exceptional procedure which is strictly limited to application of the ERP 2004.
- 4.0** This Memorandum applies only to employees who are on the job at the time it is signed.
- 5.0** The procedure for replacing employees who have taken advantage of the ERP shall be completed within the twelve (12) months following the effective date of the ERP.

**6.0** The parties agree that this Memorandum is part of the collective agreement.

Signed at Montreal this 1st day of December 2004.

FOR CONNEXIM

FOR THE UNION

Marie-Claude Gravel

Robert Pelletier

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**MEMORANDUM OF AGREEMENT No. 3**

**Job Profiles of Craft and Services Employees and  
Compensation Plan**

**MEMORANDUM OF AGREEMENT BETWEEN**  
**CONNEXIM**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF THE**  
**PHILIPPINE CRAFT AND SERVICES EMPLOYEES**

This Memorandum reflects the discussions and agreement between Connexim and the Union.

**1.0** Job profiles.

To implement the compensation plan in effect at Connexim for other job groups with the technician group, a joint committee of two (2) employer representatives and two (2) union representatives shall be mandated, based on the existing jobs of craft and services employees:

- To establish job profiles for technicians (BT1), equipment technicians (ET2) and material attendants (MA) as per the rules in Connexim's compensation plan. These profiles, contained in a document, become the reference for jobs that can be governed by the collective agreement.
- To agree, in situations involving contracting or the integration of jobs and employees to be governed by the collective agreement, on the profiles associated with the new jobs, if applicable.

**2.0** Contracting of resources.

This process is intended to provide for the smooth integration of employees within Connexim when new outsourcing contracts are signed.

- 2.1** For the period of twelve (12) months following the arrival (transfer date) of new employees subsequent to obtaining an outsourcing contract, no employee shall be covered by the collective agreement.
- 2.2** During the period specified in sub-section 2.1, the joint committee shall meet at the request of either party to exchange information on the progress of the work organization situation.
- 2.3** From the 13th through the 24th month following the arrival of resources, the parties shall consult each other so as to review the job profiles applicable to the jobs to be integrated.

### **3.0 Job evaluation**

When new jobs are added to the bargaining unit subsequent to an outsourcing contract or the application of Article 1.02 of the collective agreement, Connexim shall, based on the job profiles defined in section 2 and according to the parameters of its compensation plan and its benchmark market, agree with the Union on job wage schedules.

#### **4.0 Compensation for employees covered by the collective agreement**

**4.1** An employee who is added to a bargaining unit and whose salary is higher than the maximum for his job class shall have his salary frozen until such a time as the maximum wage for his new job class matches his salary.

**4.2** An employee who is added to a bargaining unit and whose salary is below the minimum for his job class shall have his salary adjusted to the minimum for his new job class.

**4.3** An employee who is added to a bargaining unit and whose salary is within the range for the corresponding class, but between two levels shall have his salary adjusted to the level immediately above his current wage.



**5.0** The parties agree that this Memorandum is part of the collective agreement.

Signed at Montreal, this 1<sup>st</sup> day of December 2004.

FOR CONNEXIM

FOR THE UNION

Marie-Claude Gravel

Robert Pelletier

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**MEMORANDUM OF AGREEMENT no. 4**

**Teleworking**

**MEMORANDUM OF AGREEMENT BETWEEN**

**CONNEXIM**

**AND**

**COMMUNICATIONS, ENERGY AND PAPERWORKERS**

**UNION OF CANADA**

**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

This agreement applies to teleworking within the Craft and Service Employees' bargaining unit. The parties understand that Teleworking, in light of the implementation costs, must result in productivity gains for the Business units involved.

**General**

Teleworking refers to a work arrangement under which employees work from home. Said employees shall communicate with their usual place of work and perform their work by electronic or other means, from their residence.

The participation in this alternative work arrangement shall be limited to functions which, according to Connexim, can be carried out from home.

A list with the last and first names of participants, their employment status, report centre, home address and home telephone number will be transmitted to the appropriate Union Local Representative.

Connexim agrees to assume all costs which it has approved and which are directly related to the equipment, terminals, furniture, and required telephone links, as well as to the installation and moving of the equipment, terminals, and furniture from or to Connexim premises.

Connexim agrees to continue reimbursing employees for all work-related expenses, in accordance with its practices and the Collective Agreement, except expenses incurred by employees in travelling to and from their reporting centre during the Teleworking period.

### **Selection and Participation in the Teleworking**

Participation shall be strictly voluntary, limited to regular employees and require the mutual consent of the volunteers and their managers.

It is agreed that no change may be made to the job titles of employees because of their participation in teleworking.

Participants shall be chosen by Connexim on the basis of their seniority from the qualified volunteers who satisfy the selection criteria in Appendix 1 of this document and belong to the job categories and tasks selected by Connexim.

Employees shall participate for a minimum period of six months, unless there are exceptional circumstances. In such circumstances, and after discussions between Connexim and the Union, either party may end the participation of an employee by providing the other party with 14 days' notice.

Participant employees involved in Teleworking shall meet the performance criteria and quality standards established by Connexim. These criteria and standards shall be at least those they were achieving before participating in Teleworking.

When an employee's participation in Teleworking ends, the employee shall return to his regular job at his usual reporting centre or, if his usual reporting centre no longer exists, to the work centre where his group has been relocated.

### **Conditions specific to teleworking**

- Connexim's confidential documents and exclusive information shall be kept under lock and key outside work hours (e.g., all procedures concerning access to and use of the different computer systems).
- Connexim's confidential documents and exclusive information which become outdated shall be returned to Bell and destroyed on Bell premises (e.g., all procedures concerning access to and use of the different computer systems).
- The telephone and computer systems may be used only by Teleworkers and strictly for their work for Connexim.
- Long distance calls shall be kept to a strict minimum and may be made only for Connexim purposes.
- If major problems arise which prevent Teleworkers from operating normally (network access is impossible, communication system deficient, etc.), Connexim reserves the right to interrupt the employees' participation in Teleworking temporarily and to call them back to their usual place of work until everything is completely restored.

- Should a failure occur at a participant's home, the participant shall be responsible for contacting his manager as quickly as possible. The participant shall not incur loss of wages due to circumstances beyond his control.
- Employees shall allow the support manager and project coordinator to visit their place of work so they can analyze the technical performance of systems and take any necessary corrective measures. Such visits shall be planned with employees.
- The manager responsible may meet employees at their home any time during their tour of duty. Employees shall be given reasonable prior notice (15 minutes).

#### **Terms of Application of the Collective Agreement**

- During the employees' participation in Teleworking, all provisions of the Collective Agreement shall continue to apply, except the following:
  - The assignment shall be considered a temporary special assignment for the purposes of article 22.

- During their participation in Teleworking, employees shall not be entitled to the travel allowance provided for in article 23 when they travel to and from their usual work centre:
- When, at Connexim's request, participants perform work which does not immediately precede or follow their scheduled tour of duty, they shall be remunerated for the overtime hours. If a participant who must work overtime does not receive prior notice as per article 19.09 (a), he shall be paid an additional hour of wages, unless the provisions of section 18.09 apply.
- The terms of article 19.08 of the collective agreement do not apply for Teleworkers.

#### **Work Schedules**

- Work hours shall be established in accordance with the Collective Agreement.
- To meet service requirements, split shift schedules could be established and offered to Teleworkers who volunteer. Split shift tour will be of two equal half tours during the period from 06 h00 to 21 h 00 with an interval between the tours not to exceed 5 hours.

- The terms of article 18.21 of the collective agreement do not apply for Teleworkers on split shift schedules.
- Participants shall attend meetings, training sessions and other scheduled activities. They shall be advised insofar as possible at least two days in advance. If applicable, the premium pay for change in tour of duty shall apply.
- During the teleworking period, employees shall work at their usual work centre one day every two weeks or according to a different frequency when specific needs so warrant.
- If employees must return to their work centre during their tour of duty for reasons beyond their control (e.g., equipment failure), Connexim shall pay for their return trip by public transportation or the equivalent.

#### **Work-Related Accidents**

- Participants shall be considered to be at work in the same way as if they were at their normal place of work. They shall therefore take all reasonable measures to ensure their safety, in accordance with Connexim practices.



### **Insurance**

- All Teleworking participants shall inform their personal insurer that they have Connexim equipment and other property at their home.
- In case of damage caused by or to equipment, terminals or other property, Connexim shall assume responsibility, unless the damage results from unauthorized use or is caused deliberately.

### **APPENDIX 1**

#### **Selection Criteria**

Connexim shall select participants on the basis of their seniority from qualified volunteers who meet the following selection criteria:

- Participants shall have a safe, closed room in their principal residence for their work, which meets the standards established by Connexim for Teleworking.
- In order to limit operating costs, participants must have their principal residence in the same headquarters, in an adjacent service territory or within 72 airline km of their formal reporting centre. Certain specific situations may be reviewed by the

head of the Human resource unit and the National Representative of CEP.

- Participants shall ensure that no background noise (e.g., animals, music, etc.) is heard by customers.
- Participants may not have one or more dependents under their supervision during their tour of duty.
- Participants shall have the required experience to work totally independently from their residence.

Signed at Montreal this 1<sup>st</sup> day of December 2004.

FOR CONNEXIM

FOR THE  
UNION

Marie-Claude Gravel

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Robert Pelletier

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**MEMORANDUM OF AGREEMENT no. 5**

**Lump Sum Signing Bonus and  
Wage and Schedule Increase**

**MEMORANDUM OF AGREEMENT BETWEEN**

**CONNEXIM**

**AND**

**COMMUNICATIONS, ENERGY AND PAPERWORKERS**

**UNION OF CANADA**

**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

**1.0** Given the signing of the collective agreement on December 1<sup>st</sup>, 2004, the parties have agreed to the following provisions:

**1.1** Lump sum payment on the pay issued 15/12/04 of an amount 2.8% of the compensation for basic hours **paid** for between 1/12/03 and 30/11/04.

**1.2** December 1, 2004: 2.8% increase to 2003 schedules

**1.3** December 1, 2004: 2.8% increase to 2003 schedules and wage adjustment

- 1.4 December 1, 2005: 3.0% increase to schedules and wages
- 1.5 December 1, 2006: 3.0% increase to schedules and wages

Signed at Montreal this 1<sup>st</sup> day of December 2004.

FOR CONNEXIM

FOR THE  
UNION

Marie-Claude Gravel

Robert Pelletier

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**MEMORANDUM OF AGREEMENT no. 6**

**PARTICIPATION IN THE DEFINED CONTRIBUTION  
COMPONENT OF THE CONNEXIM PENSION PLAN**

**MEMORANDUM OF AGREEMENT BETWEEN**

**CONNEXIM**

**AND**

**COMMUNICATIONS, ENERGY AND PAPERWORKERS**

**UNION OF CANADA**

**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

This is to confirm our discussions during bargaining for the renewal of the Collective Agreement regarding the participation of employees in the Defined Contribution Component of Connexim's Pension Plan.

It is agreed that any regular employee hired before October 1, 2004 (whether or not he is a member of Connexim's Pension Plan on that date) who chooses not to participate in the new Defined Contribution Component will continue to participate in the Defined Benefits Component of Connexim's Pension Plan for as long as he remains an employee of Connexim.

Employees hired on a permanent basis on or after October 1, 2004 shall immediately become members of the defined contribution pension plan.

Signed at Montreal this 1<sup>st</sup> day of December 2004.

FOR CONNEXIM

FOR THE  
UNION

Marie-Claude Gravel

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Robert Pelletier

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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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Letter of intent no. 1

December 1, 2004

Mr. Robert Pelletier  
Regional Representative  
CEP

Subject: **Contracting Out**

Dear Mr. Pelletier

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 employee, Connexim 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 Connexim work together balancing the interests of the customer, Connexim and the employee regarding the issue of the utilization of contractors.

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.

It is agreed that, on request by either party, a meeting may be held to discuss issues associated with contracting out relative to:

- Work that is contracted out or expected to be contracted out and impact on the employees
- Alternatives to contracting out (e.g. use of part-time employees, more efficient use of employees available in the service territories)

- Balancing of the workload
- Competitiveness in terms of price and quality
- Force availability and equipment required

Such meetings may be face-to-face, by conference call, etc., as deemed appropriate by the individuals involved.

The parties' wish is that these forums encourage a growing and meaningful dialogue at operational levels of Connexim on the issue of contracting out.

Yours truly,

Marie-Claude Gravel  
Director – Human Resources



Letter of intent no. 2

December 1, 2004

Mr. Robert Pelletier  
Regional Representative  
CEP

Subject: **Time off for Union Business (Article 5)**

Dear Mr. Pelletier:

This is to confirm our understanding reached during bargaining regarding the above-mentioned subject and applicable to the Craft and Services Employees Bargaining Unit.

Article 5

The Union and Connexim underline the common understanding that paid time off for grievance handling includes the time used by the Steward:

- to meet the grievor,

- to pass the grievance from one step to another which could involve a change of representative,
- for 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 will be charged to the Union (OXP).

#### Section 5.01 (Paidtime to handle grievances)

Connexim 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,

Marie-Claude Gravel  
Director- Human Resources



Letter of intent no.3

December 1, 2004

Mr. Robert Pelletier  
Regional Representative  
CEP

Subject: **Four (4) Day Work Week**

Dear Mr. Pelletier:

This is to outline our understanding applicable to the Craft and Services employees bargaining unit regarding the possible institution of a four (4) day work week on a local basis. The following conditions shall apply:

- A four (4) day work week may be instituted only by mutual agreement between local management and local Union representatives, provided that each employee affected gives his consent to the arrangement.

- It is agreed that every time a four (4) day work week is to be instituted, the applicable terms and conditions shall be confirmed in a Letter of Agreement signed between the head of the human resources unit and an Officer of the CEP, or their designates.
- Where a four (4) day work week is instituted, both parties further agree that, one of the two following options shall be mutually agreed upon *for* the purposes of applying Articles 18 and 19 of the Craft employees Collective Agreement:

**OPTION I**

- the terms "scheduled tour of duty" and "basic hours of work" shall mean a tour of ten (10) hours of work for 40 hours a week. The two and a half (2 ½) hours at straight time may be added to the employee's reserved hours bank, up to the allowable limit of 100 hours.

**OPTION II**

- the terms "scheduled tour of duty" and "basic hours of work" shall mean a tour of nine and one half (9½) hours of work for 38 hours a week, One-half hour of work at straight time may be added to the employee's reserved hours bank, up to the allowable limit of 100 hours.



The option chosen shall be so indicated by the parties in the Letter of Agreement referred to above.

**General**

- Compressed work week arrangements, other than those outlined above, may be implemented by the parties within the general framework specified in this letter where such an arrangement meets with the approval of both the head of the human resources unit and an Officer of the Union, 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,

Marie-Claude Gravel  
Director – Human Resources



Letter of intent no. 4

December 1, 2004

Mr. Robert Pelletier  
Regional Representative  
CEP

Subject: **Utilization of Temporary and Part-Time Employees**

Dear Mr. Pelletier:

This is to outline our understanding regarding the utilization by Connexim of Temporary and Part-Time employees.

It is agreed that Connexim shall inform the Union on request, on a quarterly basis, of available statistics regarding the utilization of Temporary and Part-Time employees.

Furthermore, in order to ensure a proper mutual understanding of needs, Connexim and the Union both parties will meet in consultation at the request of either party, twice a year, to review and discuss such

statistics together with any potential problems associated with the status of such employees.

**Yours** truly,

Marie-Claude Gravel  
Director-- Human Resources



Letter of intent no. 5

December 1, 2004

Mr. Robert Pelletier  
Regional representative  
CEP

Subject: **Force Adjustment**

Dear Mr. Pelletier:

This is to confirm our understanding reached during bargaining for the renewal of the Craft and Services Employees Collective Agreement regarding force adjustment.

Connexim does not expect to require recourse to the provisions on force adjustment set out in Article 11 during the term of the current collective agreement.

In addition, it is understood that Connexim reserves the right to invoke the provisions of Article 11 during the term of the collective agreement to deal with a major, unexpected surplus of staff due to the transformation of the company, evolution of

the regulatory framework, loss of market share or economic downturn affecting its financial situation.

Yours truly,

Marie-Claude Gravel  
Director – Human Resources

Letter of intent no 6



December 1, 2004

Mr. Robert Pelletier  
Regional Representative  
CEP

Subject: **Flow-Through Training Locations**

Dear Mr. Pelletier:

This is to confirm the understanding reached during bargaining for the renewal of the Craft employees Collective Agreement regarding flow-through training locations.

The parties recognize that it is desirable to staff certain positions within specified analysis, surveillance, and control centre operations on a flow-through basis for the purpose of enhancing the training and development of employees.

It was agreed that Connexim may staff up to 25% of the positions within these centres in the spirit of flow-through training as provided under section 22.04 (c). An employee

will not be reassigned to one of these centres for a period longer than 24 continuous months.

Yours truly,

Marie-Claude Gravel  
Director – Human Resources



Letter of intent no. 7

December 1, 2004

Mr. Robert Pelletier  
Regional Representative  
CEP

**Subject: Training Programs Outside the Country**

Dear Mr. Pelletier:

This is to confirm our understanding that employees of the Craft employees bargaining unit who, at the request of Connexim, 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 can not 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 14.02 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,

Marie-Claude Gravel  
Director – Human Resources



letter of intent no.8

December 1, 2004

Mr. Robert Pelletier  
Regional Representative  
CEP

Subject: **Home Dispatch**

Dear Mr. Pelletier:

This is to outline the orientation chosen during discussions applicable to the Craft 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 service territories where they may be implemented. Implementation of Home Dispatch shall not proceed

in a location without the approval of a National Representative of the Union.

- Connexim 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 Connexim. Where these costs are not approved by Connexim, 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 Connexim are to be used for Connexim business-related purposes only.

For the purpose of this letter of intent, a group affected is composed of all employees reporting to the same immediate superior.

#### **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 Connexim in order of seniority from among volunteers of the group affected for which home dispatch will be implemented and residing in the service territories selected by Connexim for the trials.
- Participation may be terminated by either Connexim or by 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 reporting 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 18.29 and 18.30 shall not apply to the time spent travelling in the Connexim vehicle from the employee's home to his first job and 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 Connexim vehicle and equipment will be located on his premises and under his care.**

With respect to damages either caused 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 Connexim except as otherwise covered by the Societe de l'Assurance Automobile du Quebec or the Ontario Insurance Commission.

## **NOTIFICATION**

Connexim agrees to supply to the appropriate Local and National offices of the Union, the

- name
- reporting centre
- organization code
- home address
- home phone number
- Connexim provided facsimile number (if any) of each employee involved.

Yours truly,

Marie-Claude Gravel  
Director – Human Resources



Letter of intent no. 9

December 1, 2004

Mr. Robert Pelletier  
Regional Representative  
CEP

Subject: **Benefit Plans**

Dear Mr. Pelletier:

This is to confirm our understanding reached during bargaining regarding Connexim's decision to implement new Benefit Plans and Programs over the term of this Collective Agreement. It is understood that upon the signing of this Collective Agreement and until such time as the new Program is introduced, the terms and conditions of the Flex Plan in force upon signing of this Collective Agreement will continue to apply.

Omniflex

It was agreed during bargaining that Omniflex, an enhanced Flexible Benefits Program that provides more

choices, namely the option of purchasing up to two (2) additional days off and/or additional coverage, will be offered to Regular employees as of July 1, 2005.

Employees will enrol in the new program in May 2005. If they elect to purchase days off, such days will be taken in the following calendar year and will be scheduled according to existing practices.

Connexim commits that the above changes shall not reduce the aggregate level of benefits available to the employees covered by the Collective Agreement.

Yours truly,

Marie-Claude Gravel  
Director – Human Resources





Letter of intent no. 10

December 1, 2004

Mr. Robert Pelletier  
Regional Representative  
CEP

Subject: **90/10 Seasonal Leave with Income Averaging**

Dear Mr. Pelletier:

This is to confirm our understanding reached during bargaining for the renewal of the Craft and services employees' Collective Agreement.

Provided that the employee agrees to take a maximum of one week of vacation during the period of June through September, a 90/10 seasonal leave with income averaging will be offered to regular full-time employees subject to mutual agreement between the manager and the employee. The period of time not worked will be 5 weeks and 1 day and may be taken in one or two blocks of time during the period of October through April and 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.

The normal Connexim 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%) of full-time basic salary during the period of leave.

Yours truly,

Marie-Claude Gravel  
Director – Human Resources



Letter of intent no. 11

December 1, 2004

Mr. Robert Pelletier  
Regional representative  
CEP

Subject: **Bargaining Committee**

Dear Mr. Pelletier:

This is to confirm our understanding reached during negotiation of non-monetary clauses.

- Given that Connexim and CEP have negotiated in good faith;
- **Given** that Connexim and CEP wish to maintain a **smooth** working relationship

It is agreed that, if Connexim or the CEP deem necessary, the bargaining committee shall meet to discuss issues that may be associated with the changes to the texts of the collective agreement,

Yours truly,

Marie-Claude Gravel  
Director, *Human Resources*

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A handwritten signature, possibly "M. Gravel", is written over the printed name. To the right of the signature, the number "219" is written and underlined.