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No. OF EMPLOYEES	300		
NOMBRE D'EMPLOYÉS	300		

and

**NORTHERN TELECOM
CANADA LIMITED**

**COLLECTIVE LABOUR AGREEMENT
(INSTALLATION WESTERN REGION)**

**EFFECTIVE
APRIL 8, 1988 to OCTOBER 31, 1990**



MAY 1 - 1989

0213102

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ALPHABETIC INDEX AT END OF CLA

R- The letter **R** appears beside each section of the Agreement which was revised in the last negotiations.

N- The letter **N** appears beside each new section of the Agreement which **was added** in the last negotiations.

COLLECTIVE LABOUR AGREEMENT

MEMORANDUM OF AGREEMENT made
this 24th day of March, 1988.

BETWEEN:

**NORTHERN TELECOM CANADA
LIMITED**, a corporation organized and
existing under the laws of Canada.

Hereinafter called the "Company"

OF THE FIRST PART,

AND:

**COMMUNICATIONS AND ELECTRICAL
WORKERS OF CANADA**, on behalf of Lo-
cal No. 4, a non-incorporated union of em-
ployees representing the employees of the
Company as defined in Article 1.

Hereinafter referred to as the "Union"

OF THE SECOND PART.

Article 1

RECOGNITION AND SCOPE

1.01 The Company recognizes the Union as the sole
and exclusive bargaining agency with respect to wages,

hours and working conditions for employees of the Western Region Installation who have their Headquarters in Toronto and who are assigned to the following base locations:

Toronto, Ontario ✓
Hamilton, Ontario ✓
Kitchener, Ontario ✓
London, Ontario ✓
Windsor, Ontario ✓
North Bay, Ontario ✓
Thunder Bay, Ontario ✓
Winnipeg, Manitoba ✓
Regina, Saskatchewan ✓
Saskatoon, Saskatchewan ✓
Calgary, Alberta ✓
~~Edmonton, Alberta~~ ✓

and who are employed in connection with the installation of communications and related equipment, save and except installation supervisors and all other persons who are foremen or above the rank of foreman, and other first line supervisory positions which are to be **agreed** upon.

Article 2

PURPOSE

2.01 The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees and to provide an amicable method of settling any differences or grievances which may arise with respect to matters covered by this Agreement.

Article 3

MANAGEMENT RIGHTS

3.01 The **Union** acknowledges that it has been and still is the exclusive right of the Management of the Company to: hire, layoff, discharge, classify, transfer, promote, demote or discipline employees, subject to the right of

the employee concerned to lodge a grievance in accordance with the grievance procedure.

3.02 The Union acknowledges the exclusive right of the Company to operate and manage its business in all respects in accordance with its obligations and generally to manage the enterprise in which the Company is engaged, and without restricting the generality of the foregoing, to determine the number and location of work areas, the methods to be used in operations, schedules, kinds and location of machines and tools to be used, processes of repairing, warehousing and installing, and the control of material and parts to be used.

Article 4 RELATIONSHIP

4.01 The Union agrees to furnish the Company with the names of the personnel authorized to represent it (the Union) in its relations with the Company. The local covered by this Agreement agrees to keep the Company currently advised of their officers and stewards.

4.02 The Company agrees that there shall be no discrimination by the Company, or any of its agents, against any employee or group of employees because of membership or non-membership in the Union. Employees shall not be subject to prejudice or discrimination solely because of presenting grievances for themselves or other employees. The Company and the Union agree that there shall be no discrimination against any employee because of age, marital status, sex, sexual orientation, race, creed, colour or national origin. 7-11

4.03 The Union agrees that neither its officers nor its members will intimidate, discriminate against or coerce any employee or group of employees, for the reason that they are or are not members of the Union.

4.04 The Union agrees that there will be ~~no~~ Union activities during working hours except those which are necessary in connection with the handling of grievances and the enforcement of this Agreement.

4.05 (a) The Company and the Union will meet two ~~(2)~~ times each year to review subjects of concern to either party. The Union and the Company will submit items for the agenda at least two ~~(2)~~ weeks in advance of the meeting date.

(b) Special meetings between the Company and the Executive and Grievance Committee of the Union shall be held as required, either ~~on~~ the request of the Company or the Union.

4.06 The Company agrees to permit representatives of the Communications and Electrical Workers of Canada to enter the Company's property ~~for~~ the purpose of transacting business arising out of this Agreement, provided said representatives are accompanied through the plant ~~by~~ a representative of Management, and with the understanding that this will not interfere with the Company's business. If the work location of the employee or employees is on other than the Company's property, the Company agrees to co-operate with the Union in endeavouring ~~to~~ obtain permission ~~to~~ enter said property for the purpose hereinbefore set forth in this section.

4.07 Bargaining Committee members will be paid for all time ~~lost from~~ work due to attendance at negotiations.

4.08 In this Collective Agreement words using the masculine gender include the feminine and neuter; the singular includes the plural, and the plural singular, where the text ~~so~~ indicates.

Article 5
STRIKES AND LOCKOUTS

5.01 During the term of this Agreement the Company agrees that there shall be no lockouts and the Union agrees that there shall be no slowdown, strike or any other stoppage of or interference with work which would cause any interruption in work.

Article 6
SENIORITY

6.01 Seniority shall commence on the date of entry into the bargaining unit, except that the seniority of employees in the bargaining unit on May 11, 1979 shall be their continuous service on that date. Accumulation or maintenance of seniority since that date will be in accordance with the conditions of this Article.

6.01.01 Seniority shall terminate for the following reasons:

- (a) Voluntary resignation.
- (b) Discharge for just cause if not reversed through the grievance procedure.
- (c) Absence from work for three or more consecutive working days without the Company being notified. It is considered in such circumstances that the employee has resigned voluntarily unless a satisfactory reason is provided.
- (d) Inability to return to work within two (2) years after sick benefits (if any) have expired.
- (e) Failure to return to work from lay-off within one (1) week after having been notified to report; or within two (2) weeks after having been notified and given satisfactory explanation for not returning at the end of the first week. When the term of employment following recall would be of short duration, the refusal

of an employee to accept recall to such employment would not result in termination of seniority. It is agreed that laid-off employees being recalled will be permitted to give their present employer reasonable notice of termination in order to accept recall.

- (f) Failure to return from lay-off within the "Seniority maintains" times outlined in 6.01.03,
- (g) A laid off employee who is recalled to work and is unable to return due to sickness, accident or maternity shall not lose his/her recall rights.

6.01.02 Deductions from seniority shall be made for the following reasons:

- (a) ~~When~~ an employee with less than three (3) months continuous service is absent without pay due to sickness, that period of absence up to one (1) month only, in any consecutive twelve (12) month period, will be granted upon return to work.
- (b) Any period of leave of absence in excess of one (1) month in any consecutive twelve (12) months for which approval is granted without credit for continuous service.

6.01.03 An employee will accumulate and/or maintain seniority during lay-off as follows:

Seniority at Date of Lay-off	Seniority Accumulates	Seniority Maintains
Less than 1 year	* 12 months	24 months
One year but less than five years	* 15 months	36 months
Five years or more	* 18 months	60 months

***Note:** If an employee returns from lay-off within above periods.

6.01.04 Seniority shall be bridged for the following reasons:

- (a) An employee, whose employment with the Company terminated while employed in this bargaining unit and who is subsequently re-employed, shall be credited with previous seniority in the bargaining unit after accumulating a further five (5) consecutive years of seniority in the bargaining unit, provided that the employee had six (6) months or more of previous continuous service when the employment was terminated.
- (b) Employees who have had previous credited service of six (6) months or more with associated companies shall receive credit for such service as seniority after accumulating five (5) consecutive years in the bargaining unit.

6.02 Seniority Groups and Seniority Lists

6.02.01 Employees will be divided into the following seniority groups:

- Group 1 - All installers who have 5 years or more seniority.
- Group 2 - Installers based in Ontario who have 6 months but less than 5 years seniority.
- Group 3 - Installers based in Manitoba, Saskatchewan, Alberta or British Columbia who have 6 months but less than 5 years seniority.
- Group 4 - Installers who have less than 6 months seniority,

6.02.02 Seniority lists shall be compiled monthly and shall show the employee's continuous service date, seniority, seniority group, base and classification.

The position of employees on such lists will constitute their seniority standing with the Company.

The Union shall be furnished with four (4) copies of the monthly seniority lists and the seniority lists for the months of December and May shall be posted at job locations on January 1st and June 1st respectively.

6.02.03 New employees shall be considered as probationary employees and shall hold no seniority rights under this Agreement for the first sixty (60) calendar days. This sixty (60) day period may be extended by the total number of full working days of absence due to vacations, bereavement leave, illness or approved leave of absence. Only absences in excess of three (3) consecutive working days will be considered.

Probationary employees are eligible to become members of the Union and are covered by all the provisions of the Agreement except that, where the employee's service is terminated during the probationary period, such termination of employment shall not be subject to the grievance procedure. After the expiration of the probationary period, their names shall be placed on the seniority lists and they shall acquire seniority rights in the bargaining unit.

6.03 Transfers

6.03.01 The seniority of an employee transferred into the bargaining unit who has never worked in the unit before will commence on the date of entry into the bargaining unit. After accumulating five (5) consecutive years of seniority in the unit, the employee will be credited with all previous Company continuous service as seniority.

6.03.02 An employee transferred outside the bargaining unit and outside the installation organization will receive seniority credit upon return as follows:

- (a) Transfer for a period up to three (3) consecutive months - credit for previous seniority in the unit plus the time spent outside the bargaining unit.
- (b) Transfer for a period in excess of three (3) consecutive months - credit for previous seniority. The time spent outside the bargaining unit will be credited as seniority after the employee accumulates a further five (5) consecutive years of seniority in the bargaining unit.

6.03.03 An employee transferred to a non-supervisory position outside the bargaining unit but within the installation organization, upon return to the bargaining unit will receive credit for all previous seniority plus the time spent in such assignment outside the bargaining unit.

If a lay-off occurs which would have resulted in his lay-off had he remained in the bargaining unit he will be considered as laid off from the bargaining unit at that time and his seniority rights will be treated as if he were on lay-off.

6.03.04 An employee transferred outside the bargaining unit to a supervisory position within the Installation organization, upon return to the bargaining unit will receive credit for all previous seniority plus time spent in a supervisory capacity.

An employee returning from a supervisory position within the Installation organization can only be transferred back into the bargaining unit during the first payroll week in January or the first payroll week in July in any year.

6.03.05 Nothing in this article shall restrict the Company with respect to transfer of employees between Company locations, included or not included in this agreement.

6.04 Promotions

6.04.01 When making promotions to non-supervisory positions that are higher paid, employees having the greater seniority from among those qualified will be given greater preference.

6.04.02 The Company will post notices of first line supervisory jobs in the Western Region Installation Department. Written applications from the bargaining unit employees will be considered before an appointment is made.

6.04.03 The Company will post notices of vacancies occurring in Installation related departments. Written applications from the bargaining unit employees will be considered before making an appointment, Local Collective Agreements permitting.

6.04.04 Grievances originating in connection with clauses 6.04.02 or 6.04.03 shall only be subject to the grievance procedure up to and inclusive of the third step.

6.05 Effect of Lack of Work

6.05.01 Lay Off

When lack of work necessitates decreasing the working force, employees will be laid off in the following order:

1. Probationary employees first.
2. All other employees in the reverse order of their seniority in their seniority group in accordance with the following rules:

27-1

Installers shall be laid off on the basis of least seniority except that 530 and/or 830 index level installers may be retained out of seniority up to a maximum number of 3% of the ongoing work force in the bargaining unit. In choosing those to be retained out of seniority, the company shall designate the total number of 530 and 830 index level installers required in each Family of Systems. Up to October 31st, 1984, this complement shall be filled by installers, on a seniority basis, from Group 1, 2 or 3 possessing this skill index or installers at the 530/830 level in another system who are receiving a formal training course on the new system and who subsequently satisfactorily complete the course. After October 31st, 1984, this complement shall be filled by installers, on a seniority basis, from Group 1 possessing this skill index or installers at the 530/830 level in another system who are receiving a formal training course in the new system and who subsequently satisfactorily

complete the course. Once the required **complement** is **filled**, other installers with those skill index levels in that Family will not be subject to protection. Notwithstanding the above, any Group 1 installer last hired prior to June 1st, 1971 will not be required to accept lay-off if there are any employees in the bargaining unit with less seniority.

- (a) No installer in Group 1 shall be laid off if there are any employees still working in any other group, **except** as detailed above.
- (b) Installers in Group 2 or 3 shall hold seniority rights for lay-off and recall purposes among employees in their group only; **except** that no installer in either of these groups will be laid off if there are any other installers from the other group with less seniority working in the Province(s) encompassing the bases covered by this particular group or if there are any Group 4 installers employed in this geographic territory, except as detailed above.
- (c) Installers in Group 4 shall hold seniority rights for lay-off and **recall among** employees attached to their base only and shall be laid off on the basis of least seniority from among these installers; except that they shall not be laid off if any other Group 4 installer with less seniority, who is attached to another base, is working on a job within 35 kilometers of a computation point of the base where the surplus condition exists.

6.05.02 The Company will give the employee(s) affected and the Union notice of lay-off in writing as follows, or notice of lay-off as provided in the appropriate government legislation, whichever is greater:

- (a) Two (2) weeks notice for service of less than five (5) years.

- (b) Four (4) weeks notice for service of five (5) years but less than ten (10) years.
- (c) Eight (8) weeks notice for service of ten (10) years or more.

12-40

6.05.03 Employees who are working away-from-base and are to be laid off will be returned to base prior to lay-off, except that locally hired help may be laid off at the location where hired.

6.05.04 Prior to hiring new employees, the Company will recall laid-off employees as follows:

37 D-
1

Seniority Standing At Date of Lay-off	Recall Period After Date of Lay-off
Less than 1 year	*24 months
One year but less than five years	*36 months
Five years or more	*60 months

21-01

*Note: Recalls will be in accordance with paragraph 6.05.05.

A laid-off employee will be given an additional twenty-four (24) month period of preferred hiring consideration if, prior to the end of his applicable recall period, he makes application in writing to the Company and presents himself for employment when required by the Company.

Employees will be recalled provided they have kept the Company informed of any change of address and have not failed to report for work when recalled by the Company, subject to the provision of 6.01.01 (e). The Company agrees that it will send a registered notice to the last recorded address. The Company will provide the local Union with a list of all employees who refuse recall as well as a list of those employees that the Company is attempting to contact via registered notice.

6.05.05 Recall

Employees will be recalled in order of their seniority in their Seniority Group at time of lay-off subject to the following provisions:

- (a) Laid-off installers in Group 1 will be recalled prior to any hirings or recalls in any other Group.
- (b) Laid-off installers in Groups 2 or 3 will be recalled prior to any hirings in Group 4 in the Province(s) encompassing the bases covered by the particular group.

If there are any installers on lay-off in one of these groups, no installer from the other group who had less seniority than the laid-off installer on the date of lay-off and no Group 4 installer will be allowed to work in the geographic territory of this particular group.

- (c) Laid-off installers in Group 4 will be recalled in order of their seniority at the time of lay-off among other Group 4 installers attached to the same base.

If there are Group 4 installers on lay-off at a base, no other Group 4 installer attached to another base and who has less seniority will be allowed to work on jobs within 35 kilometers of a computation point of that base.

Article 7 CONTINUOUS SERVICE

7.01 Continuous service begins on the date of hiring in the Company and accumulates for the full period of employment with the Company subject to the following conditions:

7.01.01 Continuous service shall terminate for the following reasons:

- (a) Voluntary resignation.

- (b) Discharge for just cause if not reversed through the grievance procedure.
- (c) Absence from **work** for three or more consecutive working days without the Company being notified. It is considered in such circumstances that the employee has resigned voluntarily **unless** a satisfactory reason is provided.
- (d) Inability to return to **work** within two (2) years after sick benefits (if any) have expired.
- (e) Failure to return to work from lay-off within one (1) week after having been notified to report; or within two (2) weeks after having been notified and given satisfactory explanation for not returning at the end of the first week. When the term of employment following recall **would** be of short duration, the refusal of an employee to accept recall to such employment **would** not result in termination of continuous service.
It is agreed that laid off employees being recalled will be permitted to give their present employer reasonable notice of termination in order to accept recall.
- (f) Failure to return from lay-off within the "Continuous Service maintains" times outlined in 7.01.03.
- (g) A laid off employee who is recalled to work and is unable to return due to sickness, accident or maternity shall not lose his/her recall rights.

7.01.02 Deductions from continuous service shall be made for the following reasons:

- (a) When an employee with less than three (3) months continuous service is absent without pay due to sickness, that period of absence up to one (1) month only, in any consecutive twelve (12) month period, will be granted upon return to **work**.
- (b) Any period of leave of absence in excess of one (1) month in any consecutive twelve (12) months for which approval is granted without credit for continuous service.

7.01.03 An employee will accumulate and/or maintain continuous service during lay-off as follows:

Continuous Service at Date of Lay-off	Continuous Service Accumulates	Continuous Service Maintains
Less than 1 year	* 6 months	12 months
1 year but less than 5 years	* 9 months	36 months
5 years or more	* 18 months	60 months

***Note:** If an employee returns from lay-off within above periods.

7.01.04 Continuous service shall ~~be~~ bridged for the following reasons:

- (a) An employee whose term of employment has been broken and who is subsequently re-employed shall be credited with previous Continuous Service in the following manner, provided that the employee had six (6) months or more of previous continuous service when ~~term~~ of employment was broken:

Period of Service Break	Previous Continuous Service Credited
1 month or less	at time of re-employment
greater than 1 month but less than 1 year	after completing a period of Continuous Service equivalent to the period of service break
1 year or more	after completing 1 year of Continuous Service

- (b) Employees who have had previous credited service of six (6) months or more with associated companies shall receive credit ~~for~~ such service, in the same manner as paragraph (a) above.

Article 8
HEALTH AND SAFETY

8.01 The Company will maintain adequate sanitary arrangements throughout work areas and provide proper safety devices.

8.02 No employee shall be required to operate or use any equipment that is not in safe working order.

8.03 In case of employees sustaining injury at work or becoming affected by an occupational disease during the course of their employment, and physically handicapped as a result thereof, every effort will be made to give such suitable employment by the Company as is available.

8.04 In case of employees returning from sickness if physically unable to do the same work or work similar to that which they were doing prior to their sick leave, the Company will endeavour to find such suitable work as may be available.

8.05 No employee will be required to work at a job location at which no other Company or customer employee is present or where no means of telecommunications are available to him. In cases where greater than normal hazards exist, the company shall provide that an employee will not be required to work alone.

8.06 Where the work involved requires the use of safety glasses, they will be supplied by the Company. In cases where prescription glasses are required, the Company will supply the initial prescription and subsequent replacement when the prescription changes. Replacement shall not be more frequent than one per year.

8.07 Health and Safety Committee

8.07.01 There shall be a Health and Safety Committee consisting of six members, three of whom shall be selected by the Union from among the employees in the bargaining unit and three to be selected by the Company.

8.07.02 The Company shall circulate to the employees and post where appropriate, a notice of the names of each member of the committee and any subsequent changes.

8.07.03 The committee shall meet during regular working hours at least once each month and, where meetings are required on an urgent basis as a result of an emergency or other special circumstances, the committee shall meet as required whether or not during regular working hours.

8.07.04 A member of the committee shall be entitled to such time from his work as is necessary to attend meetings or to carry out any other functions as a member of the committee, and any time spent by the member while carrying out any of his functions as a member of the committee shall, for the purpose of calculating wages owing to him, be deemed to have been spent at work.

8.07.05 The committee shall keep accurate records of all matters that come before it and shall keep minutes of its meetings.

8.07.06 The duties and functions of the committee shall be:

- (a) The receipt, consideration and expeditious disposition of complaints relating to the health and safety of the employees represented by the committee.
- (b) The establishment and promotion of health and safety programs for the education of the employees represented by the committee.

- (c) Participation in all inquiries and investigations on matters pertaining to occupational health and safety including such consultations as may be necessary with persons who are professionally or technically qualified to advise the committee on such matters.
- (d) Developing, establishing and maintaining programs, measures and procedures for the protection or improvement of the health and safety of employees.
- (e) Monitoring programs, measures and procedures related to the health and safety of employees on a regular basis.
- (f) Requesting from the Company such information as the Committee considers necessary to identify existing or potential hazards with respect to materials, processes or equipment.
- (g) Any other duties and responsibilities assigned to joint health and safety committees by applicable legislation.

**Article 9
SUPERVISORS**

9.01 Supervisors shall act in a supervisory capacity as in the past, and shall not perform any additional work or operation regularly performed by workmen and operators, except in cases of emergency or when competent regular employees are not available, or for the purpose of instructing employees.

9.02 Supervisors whose duties as established by precedent involve working on the job may engage in continuous productive work regularly performed by installers when there are less than five (5) installers assigned to work on the job to which the supervisor is assigned. A job shall be interpreted to mean a C.O.E.O. or a group of C.O.E.O.'s at a job location which are being done simultaneously as the responsibility of the same immediate first line supervisor.

A Supervisor assigned responsibility over **more** than one job at one or more locations shall not engage in continuous productive work regularly performed by installers when there is a total of more than four (4) installers assigned to the group of jobs.

Article 10
BULLETIN BOARDS

10.01 The Company will supply Bulletin Boards wherever practicable to be used by the Union for posting notices with respect to Union activities.

10.02 All such notices shall be approved by the Human Resources Manager (Western Region).

Prior Company approval will not be required to post only the following:

- (1) notice of meetings, social events and Union elections and referendum votes.
- (2) results of elections and referendum votes.
- (3) proposed by-law changes.
- (4) lists of local officers, base representatives, stewards and their addresses and telephone numbers.
- (5) local by-laws.
- (6) collective agreement.

10.03 When the Company notices which refer to the Union are to be posted, the Company agrees to advise the Union of the contents thereof before such notices are posted.

Article 11
LAY-OFF ALLOWANCE

11.01 Employees laid off in accordance with this Agreement shall be granted lay-off allowance under the Lay-off Allowance Plan.

11.02 An employee's total lay-off allowance entitlement during a period of lay-off shall be as follows:

Continuous Service on Date of Lay-Off	Lay-off Allowance Entitlement
Less than 1 year	0
1 year but less than 2 years	4 weeks
2 years but less than 3 years	5 weeks
3 years but less than 4 years	6 weeks
4 years but less than 5 years	7 weeks
5 years but less than 6 years	8 weeks
6 years but less than 7 years	9 weeks
7 years but less than 8 years	10 weeks
8 years but less than 9 years	11 weeks
9 years but less than 10 years	12 weeks
10 years but less than 11 years	14 weeks
11 years but less than 12 years	15 weeks
12 years but less than 13 years	16 weeks
13 years but less than 14 years	17 weeks
14 years but less than 15 years	18 weeks

Three (3) weeks additional pay for each hill year of service in excess of fifteen (**15**) years of service.

11.03 Lay-off Allowance Plan payments to laid-off employees shall be made as follows:

- (a) ~~At~~ the end of the pay period following the first week of lay-off the employee will be entitled to a payment of 90% of the employee's regular weekly pay or at the end of the first week of lay-off if **this** week is the second week required for qualification for UIC benefits. **This payment** will be made once within a consecutive ~~fifty-two~~ (**52**) week period.
- (b) Each subsequent weeks benefit requires qualification for Unemployment Insurance benefits and shall be equivalent to 90% of the employee's regular weekly pay less Unemployment Insurance benefit entitlement.

- (c) If, after qualifying for lay-off allowance, the employee obtains other employment at a rate of pay at or above the Unemployment ~~Insurance~~ benefit level established for him, but less than 90% of his regular weekly pay at time of lay-off, he shall receive lay-off allowance for a period not to exceed the number of weeks he would have received benefit under (a) and (b) above (~~Weeks~~ to be determined at time of lay-off). The level of benefits shall be equivalent to 90% of the employee's regular weekly pay at time of lay-off less the regular pay he receives from the other employment.
- (d) If UIC benefits expire and lay-off allowance entitlement money still remains, the laid-off employee will continue to be paid at the 90% rate for as long as remaining entitlement money lasts.
- (e) Lay-off Allowance benefits will be paid for the first week of recall if the total monies received for that week is less than 90% of the regular weekly pay at time of lay-off.

11.04 Lay-off Allowance will cease as follows:

- (a) When lay-off allowance entitlement is used up.
- (b) At the end of the first week after the employee reports for work subsequent to recall.
- (c) When the employee fails to report for work after recall; except that lay-off allowance will not cease if an employee does not accept recall because it is to a job classified lower than the one from which the employee was laid off or because the recall is of short duration.
- (d) When the employee is disqualified from UIC payments for the following reasons:
 - (1) Refusal to accept employment.
 - (2) Unavailability for employment for reasons other than medical.

- (e) While the employee has other employment at a rate of pay either at or above 90% of his regular weekly pay at time of lay-off or at a rate of pay below the UIC benefit level established for him. It is understood that if during any week of lay-off an employee obtains employment at a rate less than his UIC entitlement he will not be disqualified from benefit provided he receives any portion of his UIC entitlement.
- (f) If the employee is receiving lay-off allowance in accordance with 11.03 (c), the allowance will cease upon the expiration of the number of weeks he would have received benefits under 11.03 (c) (Weeks to be determined at time of lay-off).

11.05 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 hourly rate including COLA in effect at the date of lay-off.

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

11.07 Lay-off allowance benefits will be fully reinstated after one (1) year of continuous credited service after date of return to work from lay-off.

- R** | 11.08 The Company will provide coverage for benefits as follows:
- (a) Medical and Hospital Insurance Plans (OHIP plan in Ontario and plans providing comparable coverage

for employees not residents of Ontario) - For five (5) months following the month of lay-off.

b) Dental Plans - For two (2) months following the month of lay-off.

c) Extended Health Care Plan and Group Life Insurance:

(Part I)

(1) For two (2) months following the month of lay-off if continuous service at time of lay-off is under five (5) years.

(2) For three (3) months following the month of lay-off if continuous service at time of lay-off is five (5) years or more.

d) In addition, laid off employees with ten (10) or more years of service at time of lay-off will continue to receive the following benefits for the remaining lay-off allowance payment periods: - OHIP and plans providing comparable coverage for employees not residents of Ontario; Extended Health Care; Group Life Insurance **(Part I)**.

The cost of this extended coverage will be deducted from lay-off allowance entitlement.

Article 12
GRIEVANCES

12.01 General

12.01.01 The Company agrees to pay employees (except those on leave-of-absence) who are Communications and Electrical Workers of Canada, Local 4 representatives, for reasonable time spent in the proper administration of this Agreement during regular working hours. The Union also agrees that stewards as well as other Communications and Electrical Workers of Canada, Local 4 officers will not leave their regular duties without obtaining

permission from their immediate supervisor and will report back to their supervisor on the resumption of their regular duties.

12.01.02 The Union may require the attendance of a Communications and Electrical Workers of Canada, Local 4 executive other than a member of the Grievance Committee at any meeting at which grievances are discussed. The Company will not pay such representatives for time so spent.

12.01.03 The Company undertakes that it will not attempt to settle any grievance directly with an employee if his grievance has already been discussed with the Company by the Communications and Electrical Workers of Canada, Local 4. Nothing in this Agreement shall be interpreted as preventing an employee from taking a complaint or question up through the regular lines of Company organization as an individual.

12.01.04 Any period of time specified in the grievance procedure clauses may be extended by mutual agreement.

12.01.05 At any stage of the grievance procedure the Communications and Electrical Workers of Canada, Local 4 may have the assistance of the employee or employees concerned and any necessary witnesses in either case to a maximum of two (2) unless otherwise mutually agreed upon. All reasonable arrangements will be made to permit the conferring parties to have access to work areas to view operations and to confer with the necessary witnesses.

12.02 Grievance Committee and Stewards

12.02.01 The number of stewards necessary to carry out this Agreement shall be calculated on the basis of one (1) steward for each group consisting of approximately

twenty-five (25) employees with a minimum of six (6) stewards. In addition, at bases other than Toronto, a Local Union Base Representative will be assigned by Local 4. The Local agrees to keep the Company advised of the names of stewards and Local Base Representatives.

12.02.02 The Company agrees that the Communications and Electrical Workers of Canada, Local 4 may elect a steward on any job on which no permanent steward is employed and the Company will recognize up to a maximum of twenty (20) such stewards when advised. Such stewards shall serve temporarily until the jobs are completed.

12.02.03 The Company agrees to recognize a Grievance Committee of three (3) members to be chosen from a panel of the Permanent Steward body and Executive of the Local. In any case where it is considered necessary to bring in the steward or base representative who is handling the grievance, the committee may be increased by one (1) member. Should the steward or base representative be located away from the Toronto base, the necessary expenses to bring him to the Toronto base will be paid by the Local.

12.03 Grievance Procedure

12.03.01 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible.

If an employee has any complaint, it shall first be presented verbally to the employee's immediate supervisor. The employee may have the assistance of his steward in presenting his complaint if he so desires, if a steward is available on the job site.

If, having allowed reasonable time for the adjustment of the complaint, (to a maximum of three days), an employee is dissatisfied with the disposition of the complaint, Step 1 of the Grievance Procedure may then be invoked.

12.03.02 Officers or **stewards** of the Local may present a grievance on behalf of an employee or a group of employees at any time, which in their opinion, may affect the employees either as individuals or as a group, regardless of whether the action is taken as a result of a complaint by an individual or as a result of personal observation. Depending upon the nature of the grievance, and by mutual consent, such grievances may be presented verbally to the supervisor affected or to the Human Resources Manager or at any other appropriate step in the Grievance Procedure.

12.03.03 Step 1

If a satisfactory adjustment to the complaint of the employee has not been made within the ~~three~~ working days time limit specified in paragraph 12.03.01, the employee shall, within a further period of ten (10) working days, state the matter in writing on a grievance form and present it to his immediate supervisor. The employee may have the assistance of his steward in preparing the grievance and in presenting it to his supervisor if a steward is available on the job site. If a steward is not available on the job site, the employee shall be allowed to consult by telephone with a Local Officer or a Steward on another job site.

If an employee is not working under a job supervisor, he shall forward the written grievance to his Project Supervisor or District Manager.

Five (5) working days after receipt, the Job Supervisor, Project Supervisor or District Manager shall state his decision or refusal to make a decision in writing with appropriate reasons, and return a copy to the steward concerned or to the employee where no steward was involved.

12.03.04 Step 2

If the grievance is not settled to the satisfaction of the employee at Step 1, it shall, within a further period

of ten (10) working days be referred to the Grievance Committee and shall be taken up at a meeting of the Grievance Committee. After appropriate discussion the Grievance Committee may, within a further period of ten (10) working days, take the matter up at a meeting convened and chaired by the Regional Human Resources Manager or his delegate with the appropriate next higher line manager (District Manager level or higher) under whose jurisdiction the grievance arose together with other representatives of the Company as are designated by him.

The meeting shall be held within five (5) working days after the notice is received by the Company. The line manager's answer shall be given in writing within five (5) working days after the date of the meeting.

12.03.05 Step 3

Failing satisfactory adjustment at Step 2 the Union shall, within a further period of ten (10) working days, request a meeting to be convened and chaired by the Director of Human Resources. Such meeting shall be held within five (5) working days after notice is received by the Company. The grievance shall be presented to the line manager next higher than the manager who handled the grievance at Step 2 (Installation Manager level or higher) and such other representatives of the Company as are designated by him and by a representative of the Union together with the Grievance Committee.

The Company's final decision in writing must be given by the line manager within a further period of ten (10) working days after the date of this meeting.

12.03.06 Step 4

If the grievance has not been settled to the satisfaction of both parties, it shall, if requested by either party to this agreement, be referred to arbitration. The request for arbitration must be made within thirty (30) calendar days after the final decision of the Company has been

given. However, when a decision has been reached that the arbitration procedure will not be invoked, the other party shall be notified immediately.

Article 13
ARBITRATION

13.01 Should the Company and the Union fail to reach agreement in regard to any difference concerning the interpretation or alleged violation of this Agreement, the matter may on the application of either party be referred to Arbitration.

13.02 When either party requests that a grievance be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement. Within ten (10) days thereafter, or such longer period as may be mutually agreed upon, the parties will endeavour to agree upon a single Arbitrator. If agreement cannot be reached on the selection of the Arbitrator, then the appointment of the single Arbitrator will be made by the Minister of Labour upon the request of either party.

The time limit mentioned in this clause is not mandatory but merely discretionary and any breach of this limit shall not result in the dismissal of an arbitration application.

13.03 Each of the parties hereto will jointly bear the expense of the single Arbitrator.

13.04 The Arbitrator will not have jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.

13.05 A grievance claiming an employee has been unjustly discharged or otherwise disciplined may be settled by:

- (a) **confirming management's** action in discharging or disciplining the employee or
- (b) **reinstating** employee with full pay for the period less any other sources or
- (c) any other penalty which is **deemed** in the opinion of the arbitrator

13.06 The proceedings of the arbitration will be expedited by the parties hereto and the arbitrator. The decision of the Arbitrator will be final and binding on the parties hereto.

13.07 The conferring parties may have the assistance of the employer or employee or if necessary witnesses, and a reasonable arrangements will be made to permit the conferring parties to have access to the site and facilities with the necessary witnesses.

13.08 The Company will not reimburse employees for pay which is lost in connection with arbitration proceedings.

Article 14 DISCIPLINARY ACTION

14.01 No employee covered by this Agreement shall be disciplined in any manner, demoted, suspended or discharged except for just cause.

14.02 An employee who is discharged, suspended, demoted or given a formal warning shall be advised, in writing, of the reason for such action. A copy of this written notice shall be forwarded to the local Union no later

than two **(2)** working days after receipt in the Company's Human Resources Department.

14.03 The effect of a formal warning (other than a final warning) shall not extend beyond a period of eighteen (18) months. In the event there are progressive formal warnings on the employee's record, when the effect of an earlier warning expires, subsequent formal warnings (other than a final warning) will revert downward on the Progressive warning system.

The effect of a final warning shall not extend beyond twelve **(12)** months.

14.04 When an employee is being suspended, demoted, discharged or given a final warning a steward or local Union officer, if available at job site, shall be present as an observer during the final interview. As an observer, the Union steward may ask for clarification of Company statements and the facts related to the disciplinary action.

The Company agrees to notify the Local by telephone to be confirmed by letter in those cases where a steward is not available and, in such cases where a discharge or suspension is involved, the employee shall have the right to contact a Local representative prior to leaving his work location.

14.05 In the case of a suspension or a discharge, a grievance may be lodged at Step 2 of the grievance procedure.

14.06 Except in cases requiring immediate discharge for gross misconduct involving such issues as safety of other persons or security, which are not reversed by the grievance or arbitration procedure, an employee working away from base who is dismissed by the Company shall be returned to his base location or his permanent residence if he so chooses and it is closer than base. The

Company shall pay travel time and transportation expenses on the same basis as for a temporary transfer under Article 32.11.

Article 15

LEAVE OF ABSENCE FOR UNION DUTIES

15.01 The Company agrees that Leave of absence without pay but with maintenance of continuous service, seniority and pension rights to which they would otherwise be entitled, shall be granted to a limited number of employees in order to carry out the proper administration of the Agreement or for union educational purposes. Such leave shall not exceed a period of one (1) year but may be subject to renewal at the expiration of one (1) year.

At the expiration of the leave, the employee shall be reinstated in the same job he held with the Company when the leave was originally granted, provided such job still exists. If the job no longer exists the employee will be placed in a job in the same manner as if he were deployed as surplus from his former job.

15.02 At the request of the National Union or the Local Union reasonably in advance of the proposed leave of absence date and confirmed in writing, the Company may grant a leave of absence not to exceed one (1) month in any one leave to a member of the Local in connection with arbitration, education or other Union activities. In the case of a Local Officer or Steward, the Company shall grant such a requested Leave; however not more than half of this group, except by mutual agreement, shall be off at any one time.

15.03 Where an Officer, Steward or member of the Union is granted leave of absence for union activities, upon written authority from the Union or the Local, the Company will pay the employee his regular pay for the time

not worked during his regular hours of work, not to exceed one (1) month for any ~~one~~ (1) leave. The Local shall reimburse the Company for such payments.

15.04 The President, Vice-President, Secretary-~~Treasurer~~, Recording-Secretary, Educational Director, Chief Steward and five Committee Members shall not be moved from Toronto during their term of office without agreement of the Union. If the officer affected agrees to such move, that shall constitute agreement by the Union as used in this section.

15.05 The Local Base Representative for each base location, other than the Toronto base location, shall be assigned to job locations under 80 kilometers from his base location wherever the work load permits. In any event he shall not be assigned to jobs over 160 kilometers from base unless he does not have the required skills to do any available work within the 160 kilometers zone. In exceptional cases, if the Base Rep. possesses the skills to perform essential 530 or 830 index work beyond 160 kilometers and other installers with these skills are not available to perform this work, he may be assigned beyond 160 kilometers from his base, until other qualified installers become available, for a maximum period of 6 weeks once each calendar year, unless he agrees to a longer assignment.

15.06 The Union agrees to co-operate with the Company in order that disruption of business may be minimized.

15.07 Union officers will be assigned to day shift operations.

15.08 The Company agrees to pay into a special fund one cent (1¢) per hour per employee for all hours paid, for the purpose of providing paid education leave (P.E.L.).

This paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies are to be paid on a quarterly basis into a trust fund established by the National Union, CWC and sent by the Company to the Secretary Treasurer, C.W.C., 2629 29th. Avenue, Regina, Saskatchewan.

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days of class time, plus travel time where necessary, in any twelve (12) month period from the first day of leave. Employees on paid leave of absence will continue to accrue seniority and benefits during such leave.

Leaves of absence referred to above will be granted providing other employees in the bargaining unit are available and qualified to perform the job being vacated because of the leave. The Company will ensure that employees are not prevented from taking such leaves of absence on an ongoing basis due to the unavailability of qualified replacements.

The Union will, on an annual basis, provide the Company with an audited report of P.E.L. trust fund disbursement of monies received from the Company.

Article 16 **DEDUCTION OF UNION DUES**

16.01 As a condition of employment with the Company, all employees covered by this Agreement will pay the regular Union dues, commencing with their first payroll week in the bargaining unit and the Company will deduct weekly, through payroll deductions, an amount equivalent to the regular dues.

16.02 Union dues deductions will be made from the balance remaining after all other compulsory deductions and deductions authorized by the employee are made. In

the event an insufficient amount remains after all other deductions, no deduction will be made in that pay period, but an additional amount equivalent to such dues deduction will be made in a future pay period to compensate. It is agreed that the Union will keep the Company harmless ~~from~~ any claims which may be made against it by an employee for amounts deducted from wages as provided in this Article.

16.03 Dues deductions will not be required to be paid during an employee's absence without pay.

16.04 As soon as possible after the end of the month, the Company will remit to the Secretary-Treasurer of the Union by cheque the amount so deducted, together with a list showing the amount deducted from the wages of each employee.

16.05 Any change in the amount of monthly Union Dues will be certified to the Company by the Secretary-Treasurer of the Union. A certification in a form acceptable to the Company which changes the dues will become effective on the first pay period of the fiscal month provided such certification has been received by the Company no later than fifteen (15) days prior to the commencement of such pay period.

Article 17

UNLISTED PRIVILEGES

17.01 The Company agrees that existing privileges not included in this Agreement will not be withdrawn or altered during the term of this Agreement without good cause.

17.02 The Company undertakes to consult with the Union prior to any contemplated change.

Article 18
HOURS OF WORK

18.01 The regular hours of work for employees shall be eight (8) hours daily, Monday to Friday, as follows:

Day shift:	from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m.
Evening shift:	from 3:30 p.m. to 12:00 midnight.
Night shift:	from 11:30 p.m. to 8:00 a.m..

18.02 The Union recognizes that work requirements are necessarily flexible and agrees that it may be necessary for the Company to alter the starting and stopping hours and to institute additional shifts from time to time, subject to the terms and conditions of this Agreement.

18.03 The Company undertakes to notify the Union before making any lay-off and in the case of a general lay-off, to discuss with the Union the possible alternative of arranging a shorter work week.

18.04 Where an employee is required to report for work prior to the commencement of his regular shift, he will be given the opportunity of also working his regular shift.

18.05 When an employee's shift is changed with less than two (2) working days advance notice of the shift change or less than sixteen (16) hours off work prior to the commencement of the first shift of the changed shift schedule, he will be paid at the rate of time and one-half (1 1/2) for the eight (8) hours of such first changed shift. The Company will make every effort to avoid such shift changes during a payroll week. This clause will not apply when shift changes are made by the Company at the employee's request.

18.06 Employees required to work off-shift shall not be so assigned for a consecutive period in excess of one month unless the employee chooses to remain working off-shift. At the conclusion of this **period**, employees shall be assigned **to** a regular day shift for an equivalent period of time.

18.07 An **employee** who has worked overtime ending within the **eight** (8) hour period prior to the commencement of his regular shift may, if he elects, be off work for a period of eight (8) hours prior to reporting for work. **In** such cases, wherever possible, the employee **will** be given the opportunity to work forty (40) straight time hours during the same payroll week.

Article 19 **OVERTIME**

19.01 Employees shall be paid one and one-half (1 1/2) times their hourly rate for overtime, except **under** the conditions covered in paragraphs 19.05, 19.06 and 19.07.

19.02 The number of straight time hours in any one shift shall not exceed eight (8) hours.

19.03 Overtime shall be paid for all time worked in excess of eight (8) hours (not including overtime hours) on any one shift in any twenty-four (**24**) hours from Monday to Friday inclusive. When computing **hours** worked for overtime calculation, casual lates paid by the **Company** and/or approved absences will be considered **as** time worked.

19.04 Overtime shall be paid for all time worked in excess of forty (40) hours (not including overtime hours) in any payroll week.

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19.05 Employees will be paid twice their hourly rate for all time worked in excess of twelve (12) hours on any one shift in any twenty-four (24) hours, Monday to Friday.

19.06 Employees shall be paid overtime at the rate of time and one-half for all time worked on a Saturday up to eight (8) hours and double time for all time worked on a Saturday in excess of eight (8) hours.

19.07 Employees will be paid twice their hourly rate for all time worked on a Sunday.

19.08 The Company agrees that as much advance notice as possible will be given to employees when they are required to work overtime. Except in the case of an emergency where the notice given is less than twenty-four (24) hours, employees will be excused upon request from working such overtime. Overtime in excess of sixteen (16) hours per month plus an additional eight (8) hours per month for purposes of completing cut-overs is voluntary. Emergency overtime hours worked will be included in the computation of the monthly quotas. Under all circumstances emergency overtime is compulsory.

19.09 When by mutual agreement working conditions are changed so that there shall be an extended shut-down of operations in conjunction with a Statutory Holiday or for some other special reason, it is understood and agreed that all time worked to provide for loss of production as a result of such shut-down shall be at straight time rates and that no overtime shall be paid irrespective of any agreement as contained in all other paragraphs of this Article. The signatures of an authorized officer of the Communications and Electrical Workers of Canada, Local 4 and the Installation Region Manager on the Company notice announcing such change, shall constitute agreement in accordance with the above.

Article 20

OFF-SHIFT DIFFERENTIAL

20.01 An off-shift differential of 10% of the employee's basic rate (excluding R.A. and I.C. Allowances) will be paid to employees working on shifts commencing at or after 3:00 p.m.

20.02 Should any additional shifts be instituted which commence between the hours of 12 noon and 3:00 p.m. terms and conditions of such shifts will be negotiated with the Union.

Article 21

STATUTORY HOLIDAYS

21.01 Employees who are not required to work on the undernoted statutory holidays will receive their normal pay provided such employees receive pay for either the working day preceding or the working day following a holiday, provided, however, that the Union may bring to the attention of Management any case which in their opinion warrants special consideration; in such cases the Company will not unreasonably deny statutory holiday pay.

For the period from November 1, 1987 to October 31, 1988, the holidays shall be as follows:

December 23, 24, 25, 28, 29, 30 & 31, 1987
January 1, 1988
April 1, 1988
May 23, 1988
July 1, 1988
August 1, 1988
September 5, 1988
October 10, 1988.

For the period from November 1, 1988 to October 31, 1989, the holidays shall be as follows:

December 22, 23, 26, 27, 28, 29, & 30, 1988
January 2, 1989
March 24, 1989
May 22, 1989
July 3, 1989
August 7, 1989
September 4, 1989
October 9, 1989.

If the Federal or Provincial Government introduces a new statutory holiday (e.g. Heritage Day) such day will supplant one of the above days.

R For the period from November 1, 1989 to October 31, 1990, the holidays shall be as follows:

December 25, 26, 27, 28, & 29, 1989
January 1, 2, & 3 1990
April 13, 1990
May 21, 1990
July 2, 1990
August 6, 1990
September 3, 1990
October 8, 1990.

If the Federal or Provincial Government introduces a new statutory holiday (e.g. Heritage Day) such day will supplant one of the above days.

21.02 Employees **who work** on any of the above statutory holidays officially observed on a day **on** which an employee would normally work will be paid their holiday pay and, in addition, will be paid double **time** for all time worked.

21.03 When a statutory holiday occurs **during an** employee's vacation, the employee shall be entitled to one (1) extra day as vacation with pay.

21.04 Where conditions **do** not permit of an employee, away **from** his base point, working on a holiday which is not officially observed by the Company for em-

ployees at his base point, he shall be entitled to one (1) days pay.

Article 22
VACATION WITH PAY

22.01 Employees will become eligible for vacation with pay each year based on their continuous service with the Company as of June 30th of the current year as follows:

Continuous Service	Length of Vacation	
	Weeks	Days
One full calendar month but less than two months		1
Two full calendar months but less than three months		2
Three full calendar months but less than four months		3
Four full calendar months but less than five months		4
Five full calendar months but less than six months		5
Six full calendar months but less than seven months		6
Seven full calendar months but less than eight months		7
Eight full calendar months but less than nine months		8
Nine full calendar months but less than ten months		9
Ten full calendar months but less than twelve months	2	
One (1) year but less than three (3) years	- two (2) weeks	
Three (3) years but less than ten (10) years	- three (3) weeks	
Ten (10) years but less than nineteen (19) years	- four (4) weeks	

Nineteen (19) years but less
than twenty-nine (29) years • five (5) weeks
Twenty-nine (29) years service
and over - six (6) weeks

R 22.02 Employees who will complete years of continuous service after June 30th in any calendar year as follows:

Three (3) years, ten (10) years, nineteen (19) years,
twenty-nine (29) years
shall be entitled to vacation that year on the same basis
as if they had attained such continuous service by June
30th.

R 22.05 (a) When an employee has been absent without pay for an accumulated period in excess of sixty (60) days, his vacation shall be reduced in accordance with the following table for each thirty (30) days absence in excess of sixty (60) days:

Continuous Service	Reduction in Vacation Credit
Ten (10) months but less than three (3) years	1 day
Three (3) years but less than ten (10) years	1 1/2 days
Ten (10) years but less than nineteen (19) years	2 days
Nineteen (19) years but less than twenty-nine (29) years	2 1/2 days
Twenty-nine (29) years or more	3 days

I (b) Pay for the purpose of Article 22.05(a) shall include WCB, Lay-off Allowance and Maternity Allowance and shall exclude any payment under any Long Term Disability Plan.

(c) In the case of Lay-off Allowance, the employee must have been actively at work at some time during the vacation year (July 1st to June 30th) to be considered **as** having received pay for **the** purpose of vacation entitlement.

(d) Employees returning **to work** from **lay-off**, maternity leave or WCB shall **be** paid vacation pay less any vacation pay already received for that year.

22.06 When a weekly or monthly rated employee is transferred **to** an hourly rate, the vacation period shall be based on his status as of June 30th in the current year.

22.07 Wherever practicable vacations will be given during the **two (2)** weeks immediately preceding Civic Holiday, during which two weeks, operations will be **sus-**suspended insofar as possible but wherever practicable the Company will provide **work** for those employees who are not eligible for vacation under this plan. Employees who are entitled to vacation in excess of two (2) weeks may ~~take~~ their additional days immediately prior or subsequent to the Standard Vacation Period. The Company reserves

the right to select employees ~~from~~ those eligible for vacation to work during this period; such employees will ~~take~~ their vacation at such other time as may be mutually arranged.

22.08 Employees shall be notified of their vacation dates on or ~~before May~~ 1st of each year, subject to reasonable change in dates which the Company ~~may~~ find it necessary to make.

22.09 Vacations are not cumulative and must be completed ~~by the week~~ of April 30th following the vacation year.

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Continuous Service on Termination Date, Date of Lay-off, or Date Employee proceeds on Maternity/Adoption Leave or Absence.

Less than three (3) years	4%	of pay for hours worked including
Three (3) years but less than ten (10) years	6%	overtime, offshift differential and
Ten (10) years but less than nineteen (19) years	8%	COLA from 1st July last inclusive to
Nineteen (19) years but less than twenty-nine (29) years	10%	date service terminates or,
Twenty-nine (29) years or more	12%	employee proceeds on leave or lay-off.

23.02 An employee proceeding on maternity or adoption leave may choose to be paid vacation allowance entitlement at time of commencement of the leave or as part of vacation pay entitlement after return to ~~work~~. ~~In the~~ event the employee chooses the latter option, and subsequently terminates service, the employee shall be paid vacation allowance entitlement upon termination of service.

23.03 An employee proceeding on lay-off may choose to be paid vacation allowance entitlement at time of lay-off or as part of vacation pay entitlement after returning to work. Payment will be made not later than the Standard Vacation period for employees still on lay-off at that time. In the event the employee chooses the latter option and subsequently terminates service the employee shall be paid vacation allowance entitlement upon termination of service.

Article 24

MINIMUM COMPENSATION

24.01 When an employee is called during his off-time to report for a work assignment outside his standard daily or weekly work schedule, it shall be considered a "called-in" emergency.

24.02 When an employee is required to make extra trips from his residence to place of work and return as a result of a "called-in" emergency he will be paid travel time and travel expense from his home to the job location and return plus two (2) hours additional travel time at straight time rates, and shall receive overtime for any time worked. The total pay for travelling and work time shall not be less than four (4) hours at straight time rates.

24.03 When the "called-in" emergency does not require extra trips but does involve reporting earlier than the starting time of his standard daily work schedule, he will be paid one (1) additional hour travel time at straight time rates, and shall receive overtime for any time worked prior to his standard starting time.

24.04 Any employee who reports for work as usual and is sent home because no work is available shall be paid the equivalent of four (4) hours work at his day work rate providing such lack of work is not caused by power failure or any other event beyond the control of the Company.

24.05 An employee who is injured while at work and is sent home because of such injury shall receive pay up to the end of the shift on which he was injured.

24.06 Employees who are authorized to work additional time immediately following the regular stopping time shall be given a minimum of one-half hour's pay or shall receive payment at overtime rates, whichever is the greater.

employee and the employee attends the funeral, such employee shall, on request, be granted leave of absence not to exceed five (5) regular working days.

R An employee's immediate family shall be considered as spouse (including common law), child (including child of common law spouse), mother, father, legal guardian, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister and brother, foster parent, brother or sister of employee's spouse, and spouses of employee's brothers or sisters. Other relatives who reside in the same permanent residence as does the employee shall also be considered as immediate family.

The Company shall pay such employee up to a maximum of three (3) days pay from the date of the death through and including the day after the funeral.

R In the case of a memorial service, leave of absence shall be three (3) regular working days. The Company shall pay one (1) days pay provided the employee attends the memorial service.

In the event of the death of an employee's grandparent or grandchild, and such person does not reside in the employee's personal residence, the Company shall grant, upon request, a leave of absence not to exceed five (5) regular working days.

The Company shall pay such employee one (1) days pay provided the employee attends the funeral.

Article 26

PENSION PLAN AND OTHER BENEFITS

26.01 The Company will provide a pension plan and other benefits as fully described in the pension/benefits Appendix "A" to this Agreement.

26.02 The Company agrees that during the life of the current agreement there will be no reduction in the benefits provided by certain company-wide programs as

R | sultants Inc. Mileage/Distance Guide 1 when points outside of Ontario are involved, supplemented by the appropriate Provincial Government road maps where necessary. If the away-from-base living location is not accessible by road, distances will be determined based on the rail kilometers between the central transportation terminals of the base location and the living location associated with the away-from-base job.

32.02 Definitions

32.02.01 "Installer" means an hourly ~~rated~~ employee engaged in the installation of communications equipment, usually located in telephone central offices, P. B. X., repeater, radio or carrier stations. Installers may perform any of the installation functions.

32.02.02 "Locally hired help" means installers hired at an "away-from-base job" location.

32.02.03 "Dependent" means an employee's wife, children and other relatives living with him, and dependent upon him for support.

32.02.04 "Base location" or "Base" means a city established by mutual agreement between the Union and the Company to serve as a focal point for the performance of installation work.

32.02.05 "Base Job" or "Job at Base" means a job location within ten (10) road kilometers of the computation point to which the employee is attached.

32.02.06 "Commuting Job" means a job location ~~located~~ over ten (10) but not exceeding thirty-five (35) road kilometers from the computation point to which the employee is attached.

28.03 The Company agrees to furnish the Union with a list of addresses ~~Of~~ Installation employees' job locations each week as **well as** the installers currently working at each location. This list shall include the base ~~to~~ which each employee ~~is~~ assigned, designate which employees ~~an~~ locally hired help, and show I/C installers and to whom they report.

28.04 During the months of February, May, August and November the Company will furnish to the Union a list of the number of employees at each wage rate in each grade.

Article **29**
MISCELLANEOUS

29.01 The Company agrees to give employees as diversified **work** as is possible in order that they may **receive** experience to qualify themselves for advancement.

29.02 "Casual Labour" may be hired by the ~~Com-~~pany **on** a day-to-day basis and ~~must~~ not be retained beyond the termination date of the job for which such labour has been engaged.

Article **30**
MATERNITY AND ADOPTION LEAVE
~~OF~~ ABSENCE

30.01 Maternity leave of absence for pregnant employees ~~or~~ adoption leave shall be granted to employees subject to the following conditions:

- (a) Employees with nine (9) months or more of service are eligible.
- (b) Employees ~~state~~ their intention to return to work and make formal application for leave of absence prior ~~to~~ leaving.

30.02 Maternity Leave of Absence will ordinarily start not earlier than the sixteenth week prior to the expected date of birth for a period not to exceed one year from the date of leave. The Company Medical Department may require the employee to commence her leave prior to the sixteenth week if it is determined that she cannot reasonably perform her job duties or her performance is materially affected by her pregnancy.

30.03 Leave of Absence will be granted by selection of one of the following options:

- (a) Option 1 - Leave of up to seventeen (17) weeks duration, starting on the date of leaving and ending at least six (6) weeks after date of delivery.
- (b) Option 2 - Leave of over seventeen (17) weeks and not exceeding one (1) year from date of leaving.

Detailed rules governing the application of these options are set forth in Article 30.04 below.

30.04 An employee electing to return to work from maternity leave of absence will receive the following benefits:

- (a) For the first seventeen (17) weeks of leave, continuing coverage for Provincial Health Insurance Plan, Extended Health Care Plan, Vision Care Plan, Dental Plan and Group Life Insurance Plan - Part I (provided employee portion is maintained), with the full premium cost, if any, necessary to provide such continuing coverage to be paid by Northern Telecom Canada Limited. Should such an employee fail to return to work, the premium cost attributable to the period of the leave will be deducted from any monies then still owed such individual.
- (b) If the employee provides proof that she is receiving Unemployment Insurance (U.I.) benefits, maternity allowance shall be paid at a rate equivalent to 75% of the employee's weekly base rate less U.I. benefits

received. Such payments shall be made for a maximum of fifteen **(15)** weeks.

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Payment of this benefit will be limited to a maximum of one thousand two hundred (\$1,200) dollars in the first year of this agreement, one thousand two hundred and fifty (\$1,250) dollars in the second year of this agreement and one thousand three hundred (\$1,300) dollars in the third year of this agreement. Maternity Allowance will terminate when U.I. benefit payments cease.

seniority for the period of leave up to seventeen (17) weeks;

(iii) revised seniority will be the governing factor in determining her job rights.

30.05 An employee ready to return from maternity leave of absence must be cleared by the Company Medical Department before starting work. If she is not so cleared at that time due to a medical condition, she will be subject to the conditions of the Pension/Benefits - Appendix "A".

30.06 Adoption leave shall be granted with the following conditions:

- (a) Leave will be granted to the adopting parent,
- (b) Leave will be for a period of seventeen **(17) weeks**, Such leave may be extended only where the Adoption Agency requires a period in excess of seventeen (17) weeks.
- (c) On return to employment from the adoption leave per (b) above the employee will have seniority re-

- stored and will receive credit for the period of leave up to seventeen (17) weeks.
- (d) Continuous Service will be maintained during the leave and upon return the period of leave up to seventeen (17) weeks will be credited to the Continuous Service held by the employee at time of proceeding on leave.
 - (e) Job rights on return to work will be that outlined in 30.04 (c) (iii).

Article 31

VALIDITY

31.01 If for any reason any portion of this Agreement shall be held to be void and unlawful, it shall not affect the validity of the rest of the Agreement.

Article 32

SPECIAL WORKING CONDITIONS

32.01 General Condition

32.01.01 Employees are expected to hold themselves in readiness to be moved to any "job location" by the company as conditions or work demand, and be prepared to work Sundays and Statutory Holidays should the necessity arise, subject to terms and conditions of this Agreement.

R from an away-from-basejob location to a base location, distances will be measured based on road kilometers between the base primary computation point and the bus transportation terminal associated with the living location of the away-from-basejob. Routes and distances will be determined by referring to the Ontario Motor League in Ontario and the David McConnell Transportation Con-

R | sultants Inc. Mileage/Distance Guide I when points outside of Ontario are involved, supplemented by the appropriate Provincial Government road maps where necessary. If the away-from-base living location is not accessible by road, distances will be determined based on the rail kilometers between the central transportation terminals of the base location and the living location associated with the away-from-base job.

32.02 Definitions

32.02.01 "Installer" means an hourly **rated** employee engaged in the installation of communications equipment, usually located in telephone central offices, P. B. X., repeater, radio or carrier stations. Installers may perform any of the installation functions.

32.02.02 "Locally **hired** help" means installers hired at an "away-from-base job" location.

32.02.03 "Dependent" means an employee's wife, children and other relatives living with him, and dependent upon him **for** support.

32.02.04 "Base location" or "Base" means a city established by mutual agreement between the Union and the **Company** to serve as a focal point for the performance of **installation** work.

32.02.05 "Base Job" **or** "Job at Base" means a job location within ten (10) road kilometers of the computation point to which the employee is attached.

32.02.06 "Commuting Job" means a **job** location **located** over ten (10) but not exceeding **thirty-five** (35) road kilometers from the computation point to which the employee is attached.

32.02.07 "Away-from-base job" means a job other than (a) a "base job" or (b) a "commuting job". A.M.&L. expense and periodic trips are voucherable on "away-from -base jobs" only.

32.02.08 "A and M expense" means "accommodation and meals expense". Employees are reimbursed for accommodation and meals at reasonable cost.

32.02.09 "L" means "laundry expense". This is paid on a weekly allowance basis excluding the employee's first week away-from-base.

32.02.10 "Per Diem Allowance" means a daily allowance for installers away from base in lieu of A.M.&L. expenses.

32.02.11 "Computation point" means a specific point at a base location, so designated by the Company and the Union for the purpose of computing travel time and transportation expense relating to commuting jobs and transfers.

32.02.12 "Job location" means a specific building or specific area within a building in which installation work is performed.

32.02.13 "Living location" means a city, town or other locality where satisfactory accommodations and real facilities are available to employees working on away-from-base jobs. The Company shall designate a satisfactory living location for each away-from-base job and this location will be used for the purpose of calculating travel time and expenses as applicable on transfers and periodic trips.

32.02.14 "Permanent transfer" means a transfer of an employee from one base location to another base location and involving a change in the employee's assigned base.

32.02.15 “Temporary transfer” means a transfer of an employee from one job location to another job location other than a local transfer as defined in paragraph **32.02.16**, and not involving a change in the employee’s assigned base.

32.02.16 “Local transfer” means: (a) a transfer between jobs located within 35 kilometers of the computation point to which the employee is attached. (b) a transfer between two away-from-base jobs not necessitating a change in the employee’s living location.

32.03 Establishment of Bases

32.03.01 The Company and Union agree to the following base locations and associated computation points:

Toronto, Ontario

- W1S** - 1. King and Yonge Streets intersection (Primary).
- W1W** - 2. Burnhamthorpe Rd. and Hwy. 427 intersection.
- WIN** - 3. Yonge St. and Steeles Avenue intersection.
- W1E** - 4. Kennedy Road and Lawrence Avenue East intersection.
- W02** - Hamilton, Ontario King & James Streets intersection.
- W11** - Kitchener, Ontario King and Victoria Streets intersection
- W03** - London, Ontario Dundas and Richmond Streets intersection.
- W04** - Windsor, Ontario Intersection of Dougall Ave. and E.C. Rowe Avenue.
- W05** - North Bay, Ontario Main Street and Algonquin Ave. intersection.
- W06** - Thunder Bay, Ontario May Street and Harbour Expressway intersection.
- W07** - Winnipeg, Manitoba Pottage Avenue and Main St. intersection.

- W08 - Regina, Saskatchewan Albert St. and Victoria Ave. intersection.
- W12 - Saskatoon, Saskatchewan Intersection 2nd. Ave. and 20th. St.
- W09 - Calgary, Alberta Centre St. and 9th. Ave. intersection.
- W10 - Edmonton, Alberta Intersection of Jasper Ave. and 100th. St.

32.03.02 Additional bases and associated computation points shall only be established by mutual agreement between the Company and the Union.

32.04 Assignment of Employees to Bases

32.04.01 Each employee shall be assigned to a base location. Employees will be notified at the time of hiring of the base location to which they are assigned. When hiring new employees, the Company shall assign them to the base, in the Province where they are hired, which is closest geographically to their point of hiring. In the event there is no base in the Province or territory where the employee is hired, he will be assigned to the base which is closest geographically to the point of hiring.

32.04.02 The Company agrees that employees will be assigned to the same base location for a minimum of two (2) consecutive years, unless the employee requests a permanent transfer to another base location and the Company agrees to such transfer. In the event that the Company does not permanently transfer the employee at the expiration of the two (2) year period, the assignment shall be automatically renewed for an additional two (2) year period.

32.04.03 All permanent transfers are voluntary on the part of the employee, except that when an employee's guaranteed length of assignment per paragraph **32.04.02**, has expired and the Company has given the employee

notification of a permanent transfer, the employee shall be transferred to the Toronto base unless he and the Company mutually agree to a transfer to another base location.

32.04.04 In the event that an employee's assignment to a base location expires during the school year, and the employee has children in school, the expiration date of his assignment shall be extended to the end of the school year, and no permanent transfer shall take place prior to that time unless the employee agrees to such transfer.

32.04.05 Locally hired installers will not receive permanent transfer treatment at the time of their initial transfer to their base location but will receive treatment under the temporary transfer provisions.

Prior to making this initial transfer, if work assignments permit, the Company will give due consideration to delaying this transfer until the completion of the school year if the installer has children at school and requests that the transfer be delayed.

32.05 Notice of Transfers

32.05.01 Employees on temporary transfer are entitled to minimum notice of transfer whenever the transfer involves changing the employee's living quarters as follows:

- (a) transfers between job locations more than 1000 kilometers apart - 7 calendar days.
- (b) transfers from a job location under 1000 kilometers from the employee's base location to a job location over 1000 kilometers from the employee's base location - 7 working days.
- (c) all other temporary transfers, excluding transfers between jobs at base and/or commuting jobs - 2 working days.

- (d) each notice of transfer will state either the destination job location or the destination living location; where possible both the job and destination living locations will be given.

NOTE: The minimum notice of transfer may be waived under the following conditions:

- (a) In cases of emergency.
- (b) Where it is mutually understood in advance that increased mobility is required.
- (c) Where the employee consents to shorter notice.

32.05.02 Employees, who request a permanent transfer from their present base location to another base location, will **not** be **required** to leave for their new base for a period of thirty **(30)** days from the date of notification of the Company approval of their transfer unless they consent to leave on shorter notice.

32.05.03 Employees assigned to bases other than Toronto base, will be given a minimum of **three (3)** months notice of permanent transfer, if they are to be transferred to another base location at the expiration of their guaranteed length of assignment.

32.05.04 A locally hired employee will receive a notice of nine (9) calendar days prior to his initial transfer to his assigned base.

32.06 Selection of Employees for Transfers to Other Bases

32.06.01 An employee, who wishes to be permanently transferred from one base to another, shall make written application to the Company for transfer to the base of his choice.

32.06.02 The Company will consider each application on its merits. The Company will determine the num-

ber of employees and the level and type of skill required at each base, and selection from among the employees possessing these levels and skills will be made on the basis of seniority. (Example - if 520 skill level of employee is required, the Company will not be obliged to select 530 skill level for the assignment).

32.06.03 Whenever a new base is established, prior consideration will be given to employees whose homes are at the proposed base location provided they have the required skills.

32.06.04 In the event that the number of employees permanently assigned to a base is to be reduced, the senior employee within the surplus skill group will be given first option of accepting or refusing a permanent transfer from that base. By skill group is meant SxS, X-Bar, P.B.X., E.S.S., etc.

32.07 Permanent Transfers - Travel Time and Travel Expense

32.07.01 Employees may choose to travel by personal car, ground common carrier, or air common carrier. Air common carrier requires prior approval of the Company. Employees will be paid travel time and travel expense based on the mode of travel actually used. The Company will pay the employee for travel expenses associated with moving his dependents to the new base location and such expense shall be based on the mode of travel actually used.

When an employee, at his own request, uses his personal car on transfer, the Company will not be held responsible beyond normal Company employee benefits for any accident or claim of any kind whatsoever, resulting from the transfer travel.

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to the Ontario Motor League in Ontario and the David McConnell Transportation Consultants Inc. Mileage/Distance Guide 1 when points outside of **Ontario** are involved, supplemented by the appropriate Provincial government road maps where necessary. The Company will reimburse employees for any toll charges incurred in travelling over designated routes.

be calculated on the basis that any time in excess of twenty-four (24) hours will be scheduled on a Saturday, Sunday or Statutory Holiday, consistent with a maximum of twelve (12) hours per day of scheduled travel. The forfeiture of travel time for employees, who fail to report as required, will be waived provided they have a legitimate excuse, (i.e. serious car breakdown, accident, personal injury, road conditions causing serious highway blockage).

32.07.04 Employees using personal car will be entitled to voucher meals en route as follows:

Effective April 8, 1988 -

\$ 6.25 for breakfast
\$ 9.00 for lunch and
\$17.50 for supper.

Effective May 1, 1989 -

\$ 6.50 for breakfast
\$ 9.25 for lunch and
\$18.00 for supper.

In addition employees will be reimbursed for reasonable lodging en route as incurred when a stopover is required. Lodging must be substantiated by receipt. A reasonable allowance with respect to meals and lodging shall be paid for each dependent moving to the new base location.

32.07.05 Employees travelling by ground common carrier shall be paid a maximum of twelve (12) hours per day travel time at straight time rates for time spent travelling and/or waiting to make intermediate connections between the hours of 8:00 a.m. to 12:00 noon, 1:00 p.m. to 5:00 p.m. and 6:00 p.m. to 12:00 midnight. In addition where no meal facilities or sleeping accommodation are available on the common carrier transportation used by the employee, or where the Company has not authorized such expense, travel time will be paid during meal hours and between the hours of midnight and 8:00 a.m. at straight time rates, as required. Transfers shall be sched-

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of the railways' regular menu main selection items. When common carrier is bus, allowable expense for meals en route shall be as follows:

Effective April 8, 1988 -

\$ 6.25 for breakfast

\$ 9.00 for lunch and

\$17.50 for supper.

Effective May 1, 1989 -

\$ 6.50 for breakfast

\$ 9.25 for lunch and

\$18.00 for supper.

32.07.07 Employees travelling by air common carrier will be paid travel time at straight time rates commencing with the required departure time of the ground transportation to the airport at the departure point, including all air time, and ending with the arrival time of the ground transportation from the airport at the downtown terminus of the destination point. Where travel is necessary after 12:00 midnight, this travel time will be paid or equivalent time off allowed with pay.

32.07.08 Employees travelling by air common carrier shall be entitled to the following expenses:

- (a) economy air fare.
- (b) cost of ground transportation at each end.
- (c) taxi fare (substantiated by receipts) at both the transferring and receiving end.
- (d) baggage transfer, if required, at both the transferring and receiving end, at the rates currently in effect at these points, and substantiated by receipts.
- (e) meals required en route (other than actual meals aboard the airplane) at the following rates:
 - Effective April 8, 1988 -
 - \$ 6.25 for breakfast
 - \$ 9.00 for lunch and
 - \$17.50 for supper.
 - Effective May 1, 1989 -
 - \$ 6.50 for breakfast
 - \$ 9.25 for lunch and
 - \$18.00 for supper.

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- (f) lodging en route (substantiated by receipt) when a stopover is required.
A reasonable amount will be allowed for expenses per (a), (b), (c), (d), (e) and (f) for dependents who travel to the new base location and use air common carrier.

R | paid living expenses, commencing with the day of his
scheduled arrival (**but** not before the day of actual arrival)
for a period not exceeding **two (2)** weeks, as follows:
(a) reasonable accommodation in a hotel or motel.
(b) reasonable meal expenses incurred.

- (c) a laundry allowance (not including the first week) as follows:
 - Effective April 8, 1988 - \$13.00 per week
 - Effective November 7, 1988 - \$13.50 per week
 - Effective November 6, 1989 - \$14.00 per week

32.09.02 **An** employee who is moving dependents to the new base location shall be paid living expenses, commencing with the day of his scheduled arrival (but not before his actual arrival) for a period not exceeding four (4) weeks, as follows:

- (a) reasonable accommodation in a hotel or motel.
- (b) reasonable meal expenses incurred.
- (c) a laundry allowance (not including the first week) as follows:
 - Effective April 8, 1988 - \$13.00 per week
 - Effective November 7, 1988 - \$13.50 per week
 - Effective November 6, 1989 - \$14.00 per week

Employees will be paid living expenses per (a), (b), and (c) for each dependent who moves to the new base location for a period not to exceed two (2) weeks commencing on the actual day of arrival of the dependents at the new base location.

32.09.03 Living expenses will cease to be paid commencing with the day after the employee without dependents, or the employee and his dependents, locate in their permanent quarters. In any event, no living expenses will be paid beyond the time limits specified in 32.09.01 and 32.09.02.

32.10 Permanent Transfers - Moving Expense

32.10.01 The Company shall pay, on submission of invoices or receipts, the cost of the following items associated with the permanent transfer:

- (a) expense of packing and unpacking household effects.
- (b) cartage and transportation of household effects.

- (c) storage where necessary.
- (d) allowance for loss or damage of household effects incidental to moving, if clearly established.
- (e) a maximum of \$600.00 to cover the adaptation of former home furnishings and equipment to new home such as alteration costs of rugs or carpeting, draperies and window accessories to ensure proper fit, removal and re-installation cost of stove, refrigerator, ventilating fans, television antenna, clothes dryer and such other household appliances and including the cost of connecting telephone and other utilities.

32.10.02 The Company will make arrangements for the packing, unpacking, shipping and storage of the employee's effects associated with the permanent transfer.

32.10.03 The employee shall be reimbursed for the incurred cost of unexpired board, rent, and garage rent at the old base location paid for in advance and not recovered.

32.10.04 The Company will pay:

- (a) Legal fees incurred due to the sale and/or purchase of a house, or in connection with a lease for rented premises. This will include legal fees relating to the transfer of a mortgage from the builder or previous owner but not legal fees relating to the placing of an original mortgage.
- (b) Real estate agent's fees for the sale of a house, or for renting or sub-letting premises.

NOTE: Legal fees or real estate agent's fees referred to in paragraphs (a) and (b) shall apply only for the principal residence and does not include summer cottages or other properties.

- (c) Advertising expenses in connection with the sale, purchase or rental of premises,

32.10.05 When it is necessary, because of the permanent transfer, for the employee and/or the employee's family to vacate living quarters at the starting point, prior to his and/or their scheduled departure time, the Company will pay for lodging expense incurred in a reasonable hotel or motel, and reasonable meal expenses incurred. Such lodging and meal expense shall not exceed three (3) days.

32.11 Temporary Transfers - Travel Time and Travel Expense

32.11.01 Employees may choose to travel by ground common carrier, air common carrier, or by personal car. Air common carrier requires prior approval of the Company. Employees will be paid travel time and travel expense based on the mode of travel actually used, except where a personal car is used on transfers over 1600 kilometers. Wherever possible, and where conditions or schedules permit, temporary transfers to or through base shall be scheduled during working hours.

When an employee, at his own request, uses his personal car on transfer, the Company will not be held responsible beyond normal Company employee benefits for any accident or claim of any kind whatsoever, resulting from the transfer travel.

32.11.02 Where no registered common carrier is available, the Company will supply transportation. Notwithstanding the fact that the Company may be required to rent a vehicle to transport employees, who do not choose to travel by personal car, employees may choose to use their personal car if no common carrier is available.

32.11.03 The Company may choose to supply transportation on special service installations where it is necessary to transport Company tools and equipment from job to job and/or where increased mobility is required. In such cases the Company may assign employees to travel in the

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to the Ontario Motor League in Ontario and the David McConnell Transportation Consultants Inc. Mileage/Distance Guide 1 when points outside of Ontario are involved, supplemented by the appropriate Provincial Government road maps where necessary. The Company will reimburse employees for any toll charges incurred in travelling over designated routes on transfers up to 1600 kilometers.

- (c) In **no** case will the travel expense rate in (a) above be less than **21¢** or the Corporate Automobile Mileage Reimbursement Rate, whichever is greater.
- (d) Employees travelling **by personal car on transfers** over 1600 kilometers will be paid travel time at straight time rates in accordance with paragraph **32.11.07**, based on the scheduled departure and arrival time of the designated common carrier, and travel expense to the driver as follows:
 - (i) for the first **1600** kilometers of travel - **21.0¢** per km
 - (ii) For all kilometers travelled in excess of **1600** kilometers - **17.0¢** per km
- (e) The travel expense rates in (i) and (ii) above will be increased by **.3¢ per kilometer** for every **4.0¢** per litre increase over **43.6¢ per litre**, starting at **47.6¢** per litre. Changes to take **effect** on the first Monday of January, April, July & October based on the November, February, May and August CAA publication, Ontario average **no** lead gas. Employees travelling as passengers will be paid **2.5¢** per kilometer for all distances travelled.
Distances shall be computed using ground common carrier distance information.
Paid travel time will be a minimum of twenty-five **(25)** hours.
- (f) (i) In **no** case will the travel expense rate in (d)(i) above as adjusted by (e) above be less than **21¢** or the Corporate Automobile Mileage Reimbursement Rate, whichever is greater.
(ii) The rate paid in (d)(ii) above will be **4.0¢** less than the rate paid in (d)(i) above as adjusted by (e) and (f)(i) above.

32.11.05 Reporting time at the destination point for employees travelling up to 1600 kilometers by personal car will be calculated on the basis of a maximum of twelve

(12) hours a day travel time (max. 2 days travelling time). Transfers to away-from-base jobs will normally commence at 8:00 a.m. On transfers to base, the starting time on the transfers will normally be arranged so that the scheduled arrival time at base is 5:00 p.m.

In order to qualify for travel time, employee's using personal car must report to the job supervisor as follows:

- (a) Transfers up to 500 kilometers during working hours of first day of work.
- (b) Transfers over 500 kilometers up to 800 kilometers at the commencement of the second working day.
- (c) Transfers over 800 kilometers up to 1300 kilometers during working hours of the second working day.
- (d) Transfers over 1300 kilometers up to 1600 kilometers at commencement of the third working day.

The forfeiture of travel time for employees who fail to report as required will be waived provided they have a legitimate excuse, i.e. serious car breakdown, accident, personal injury, road conditions causing serious highway blockage.

Reporting time at the destination point for employees travelling over 1600 kilometers by personal car, will be computed on the basis of the scheduled arrival time of the designated ground common carrier.

32.11.06 Employees using personal car will be entitled to voucher for meals en route as follows:

Effective April 8, 1988 -
\$ 6.25 for breakfast
\$ 9.00 for lunch and
\$17.50 for supper.
Effective May 1, 1989 -
\$ 6.50 for breakfast
\$ 9.25 for lunch and
\$18.00 for supper.

R In addition, employees will be reimbursed for reasonable lodging en route as incurred when a stopover is required. Lodging must be substantiated by receipt.

32.11.07 Employees travelling by ground common carrier shall be paid a maximum of twelve (12) hours per day travel time at straight time rates, for time spent travelling and/or waiting to make intermediate connections, between the hours of 8:00 a.m. to 12:00 noon, 1:00 p.m. to 5:00 p.m. and 6:00 p.m. to 12:00 midnight. In addition, where no meal facilities or sleeping accommodation are available on the common carrier transportation used by the employee or where the Company has not authorized such expense, travel time will be paid during meal hours and between the hours of midnight and 8:00 a.m. at straight time rates, as required.

Transfers shall be scheduled during regular working hours insofar as schedules of the specified common carrier permit. "Time spent travelling" will be based on the scheduled departure time and actual arrival time of the ground common carrier means of transportation.

32.11.08 Employees travelling by ground common carrier shall be entitled to the following expenses:

- (a) common carrier fare between the transferring location and the destination location.
- (b) meals en route as required not exceeding the cost of the railways' regular menu main selection items. When common carrier is bus, allowable expense for meals en route shall be as follows:

Effective April 8, 1988 -

\$ 6.25 for breakfast
\$ 9.00 for lunch and
\$17.50 for supper.

Effective May 1, 1989 -

\$ 6.50 for breakfast
\$ 9.25 for lunch and
\$18.00 for supper.

- (c) roomette accommodation or equivalent (Substantiated by receipt) and a **\$2.00** per night porter tip when overnight travel is required.
- (d) reasonable lodging en route (substantiated by receipt) when a stopover is required by the common carrier specified.
- (e) taxi fare (substantiated by receipts) at both the transferring and receiving end.

32.11.09 Employees travelling by air common carrier will be paid travel time at straight time rates for time spent travelling commencing **with the** required departure time of the ground transportation to the airport at the departure location, including all air time and ending with the arrival time of the ground transportation from the airport at the downtown terminus of the destination location. Where travel is necessary after 12:00 midnight, this travel time will be paid or equivalent **time** off allowed with **pay**.

32.11.10 Employees travelling by air common carrier shall be entitled to the following expenses:

- (a) economy air fare.
- (b) **cost** of ground transportation at each end.
- (c) taxi fare (substantiated by receipts) at both the transferring and receiving end.
- (d) meals required en route (other than actual meals aboard the airplane) at the following rates:
 - Effective April 8, 1988 -
 - \$ 6.25** for breakfast
 - \$ 9.00** for lunch and
 - \$17.50 for supper.
 - Effective May 1, 1989 -
 - \$ 6.50 for breakfast
 - \$ 9.25** for lunch and
 - \$18.00 for supper.

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- (e) reasonable lodging en route (substantiated by receipt) when a stopover is required.
- (f) The Company will reimburse employees when traveling by air, for shipping up to a maximum of 35 kilograms of baggage. This amount will be in excess of the air baggage arrangements and will be on the basis of rail express shipment.

32.11.11 Regarding transfers by ground common carrier or air common carrier, transfers shall be to or from the living location associated with each away-from-base job involved, and to or from the base location for each base or commuting job involved.

32.11.12 In the event an employee is temporarily transferred (or loaned) outside this bargaining unit, he shall be entitled to all allowances and privileges in accordance with this Agreement.

32.11.13

- (a) An employee may not be assigned to work more than 1000 kilometers from base for more than twelve (12) consecutive weeks unless transfer would unduly interfere with the progress of the job or the employee requests to remain more than 1000 kilometers from base for a longer period. In the case of key personnel holding a skill index of 530, 820, or 830, whose presence is essential to the job or project, this twelve (12) consecutive week period may be extended by a period not exceeding an additional twelve (12) concurrent consecutive weeks assigned to work over 1000 kilometers from base.
- (b) Where an employee is assigned to work more than 1000 kilometers from base for more than twelve (12) consecutive weeks, he will be compensated on the basis of one (1) day paid leave of absence for each concurrent consecutive four (4) week period or major

portion thereof in excess of the initial twelve (12) consecutive weeks assigned to work over 1000 kilometers from base. However, where an employee requests in writing to the Human Resources department that he remain assigned to work Over 1000 kilometers from base in excess of this twelve (12) consecutive week period, he will not be entitled to any such paid leave of absence.

- (c) Any such accumulated leave of absence may be taken by the employee in conjunction with a periodic trip from over 1000 kilometers, adjoining his vacation or Christmas trip home, or at some other time mutually agreeable to the employee and the Company. In any event, any such accumulated leave must be taken no later than Easter week-end of the year following the calendar year in which the leave was earned.
- (d) In computing the twelve consecutive week, and four consecutive week periods, full weeks of not being assigned over 1000 kilometers by reason of vacation, Christmas shut-down, or approved personal leave of absence shall not be included in the total weeks nor shall they be considered a break in the assignment.
- (e) Upon completion of an assignment to work Over 1000 kilometers for twelve (12) consecutive weeks or more, an employee shall have the right to be assigned to a base or commuting job for a period of at least twelve (12) consecutive weeks unless no work is available at the base or commuting job. In such an event, he shall have the right to be assigned to work within 500 kilometers of his base for at least twelve (12) consecutive weeks.

32.11.14 No meals en route per 32.11.06, 32.11.08 or 32.11.10 will be paid at base on a day when the employee is not travelling.

32.12 "Away-from-base" Jobs - Vacation & Christmas Travel Time & Expense

32.12.01 Employees working on away-from-base jobs at vacation time will be paid travel time and travel expense from the job to base, or point of vacation, whichever is the shorter, and back to the job; in the case of locally hired help to base, point of vacation, or home, whichever is the shortest, and back to the job. In making the trip, employees will receive the same travel time and expense treatment as on a temporary transfer and will receive payment in accordance with the provisions of Article 32.11.

To the case of split vacations which result in more than one such trip per vacation year, where the Company requests the split vacation all such trips will be paid, but where the employee requests the split vacation only one such trip will be paid.

Arrangements will be made to enable the employee to reach base, point of vacation or (in the case of locally hired help) home, as close to 5:00 p.m. on the working day prior to vacation as conditions and travelling schedules permit. Similar arrangements will be made to enable employees to leave base, point of vacation or home, as close as possible to 8:00 a.m. on the working day after vacation as conditions and travelling schedules permit.

In the event the employee's scheduled arrival is prior to 5:00 p.m. on the working day preceding vacation or his scheduled departure is after 8:00 a.m. on the working day following vacation, all such normal work time prior to the 5:00 p.m. or after the 8:00 a.m. shall be made up by the employee at straight time rates.

32.12.02 Employees working on away-from-base jobs at Christmas Holiday time will be paid travel time and travel expense from the job to base or home, whichever is the shorter, and back to the job.

In making the trip, employees will receive the same travel time and expense treatment as on a temporary trans-

fer (by ground common carrier or air common carrier) only, on jobs over 500km from base, and shall receive payment in accordance with the provisions of Article 32.11.

R Arrangements will be made to enable the employees to reach base or home, whichever is shorter, not later than 5:00 p.m. on December 22, 1987, December 21, 1988 and December 22, 1989. Similar arrangements will be made to enable employees to leave base or home, whichever is the shorter, not earlier than 8:00 a.m. on January 4, 1988, January 3, 1989 and January 4, 1990. Loss of production to accommodate travel arrangements other than paid travel time will be made up at straight time rates.

32.12.03 Employees working over 500 kilometers from base and not making a Christmas trip per 32.12.02 shall, with the exception of locally hired help, be reimbursed for regular A.M. & L. expenses or per diem allowance, as applicable, during the period of the job shutdown for the statutory holidays during the Christmas and New Year's period.

32.13 ~~"Away-from-base"~~ Jobs - Living Expenses

When working on away-from-base jobs, or when travelling to or from away-from-base jobs, employees will be entitled to "living expense" in accordance with the following:

32.13.01 (a) Employees working on away-from-base jobs and choosing to return daily to their usual principle home shall be paid a commuting allowance of the 34km-35km distance (70km round trip). In addition, for round trip actual distances driven from their principle home to the job location, they will be paid an allowance for each kilometer over 70km up to a maximum of 150km, round trip (80 additional kilometers paid) at the rate of 17.0¢ per km.

The above allowance will be increased by 0.5¢ per kilometer for every 4.0¢ per litre increase over 43.6¢ per litre, starting at 47.6¢ per litre. Changes to take effect on the first Monday of January, April, July and October based on the November, February, May and August C.A.A. publication, Ontario average no lead gas. This allowance will be 4.0¢ less than the travel expense rate paid for use of personal car on transfer per article 32.11.04(a) and 32.11.04(c).

(b) However, during the life of the Agreement, allowances paid under this option shall not be less than:

	Apr. 8/88	Nov.7/88	Nov.6/89
To home within 35km of Comp. point	\$34.00	\$35.00	\$36.00
To home beyond 35km of Comp. point	\$45.00	\$46.00	\$47.00

In all cases half the applicable daily driving allowance will be paid when transfer travel time and expense is paid.

32.13.02 When working on away-from-base jobs, employees not covered by the provisions of 32.13.01 will be reimbursed for reasonable meal and hotel/motel expenses incurred. The Company may arrange reasonable hotel/motel accommodation, but employees will not be restricted from arranging their own accommodation at comparable expense. Employees may choose accommodation in private homes and shall be reimbursed for such reasonable expense incurred. Employees shall be entitled to single occupancy where available.

32.13.03 Employees working on away-from-base jobs and not covered by the provisions of 32.13.01 may choose to be paid a per diem expense rather than living expense payments per 32.13.02 as follows:

Distance from Base	Apr. 8, 1988	Nov. 6, 1989
Over 35km up to 150 km	\$59.75/day	\$60.50/day
Over 150 km up to 500 km	\$63.75/day	\$64.50/day
Over 500 km up to 1000 km	\$69.75/day	\$70.50/day
Over 1000 km	\$75.75/day	\$76.50/day

This per diem expense covers the total accommodation and **meals** as well as laundry expense and telephone calls home where applicable.

F

32.13.04 When working over 500 kilometers from base, laundry expense (not including first week) may be vouchered as follows:

- Effective April 8, 1988 -\$13.00 per week
- Effective November 7, 1988 -\$13.50 per week
- Effective November 6, 1989 -\$14.00 per week

32.13.05 When working over 500 kilometers from base, telephone calls home may be vouchered as follows:

- On jobs 500km up to 1,000km from base -\$5.75 per week
- On jobs over 1,000km from base -\$9.00 per week

32.13.06 A change from **A&M status** of **32.13.02**, per diem **status** of **32.13.03**, or daily travel status of **32.13.01**, for the same job location, can only be made at the beginning of the payroll week.

32.13.07 Employees on the per diem **status** of **32.13.03** who are being transferred to another job location may choose to remain on per diem or to revert to **A&M status** on the day of the transfer. Employees remaining on per diem **status** will not be entitled to any additional expense for transfer meals.

R | who self-supply any of their meals will be paid at the following rate:
Effective date of April 8, 1988 - \$6.75 per meal

32.13.02, 32.13.03, 32.13.04 or 32.13.05 from that time forward when working at an away-from-base job, even though he may be transferred back to a job location within ten (10) road kilometers of the job location where he was hired.

Locally hired installers laid-off at their hiring location, will be given temporary transfer treatment when being recalled to another location.

32.13.11 Employees transferred to away-from-base jobs shall, if necessary, be entitled to reasonable time off work with pay upon arrival at the away-from-base location in order to locate accommodation and to transfer their belongings therein.

In any event, such paid time off work shall not exceed four (4) hours.

32.13.12 Employees on **A&M** status per **32.13.02** may choose, in lieu of accommodation expenses for Friday, Saturday and Sunday and meal expenses for Saturday and Sunday, to be paid per diem expense for Saturday and Sunday of a non-periodic weekend in accordance with **32.13.03**.

32.14 Away-from-base Jobs - Daily Travel Time

32.14.01 On away-from-base jobs where the job location is not within the living location, the Company will supply transportation for employees to the job location from their living quarters or predetermined pick-up point.

32.14.02 An employee driving a Company authorized vehicle for this purpose shall be paid all driving time as authorized time worked. When the living location is not the driver's base he shall be entitled to living expense in accordance with Articles **32.13.01, 32.13.02 or 32.13.03** (and where applicable laundry allowance per **32.13.04** and telephone calls per **32.13.05**). When the living location is the driver's base he shall be entitled to be paid reasona-

R | ble meal expenses. Title level of payment for such meals will be at the rate agreed to for lunch per Article 32.11.06.

32.14.03 When the living location is not the employee's base such employee who is a passenger shall be paid daily travel time at his regular hourly rate for that portion of the predetermined travel time which exceeds thirty (30) minutes each one way trip and shall be entitled to living expense in accordance with Articles 32.13.01, 32.13.02 or 32.13.03 (and laundry allowance per 32.13.04 where applicable). When the living location is the employee's base he shall be entitled to expense allowance per 32.13.01 even though he may be a passenger in a Company authorized vehicle.

32.15 Periodic Trips

32.15.01 On all away-from-base jobs up to 1000 kilometers from base, the Company shall establish a schedule of working hours so as to permit periodic trips to base of all personnel except "locally-hired help" and those employees being paid living expenses under the daily travel allowance paragraph 32.13.01. These periodic trips will be made in accordance with the periodic trip calendar, revised annually in consultation with the Union.

The Company may approve the departure from the job prior to 5:00 p.m. or the return to the job later than 8:00 a.m. All time so lost shall be made up at straight time rates during the evenings of the same payroll week; except as provided in Article 32.15.03.

32.15.02 For employees working on away-from-base jobs up to 500 kilometers from their base, the frequency of periodic trips will be weekly.

32.15.03 For employees working on away-from-base jobs in the area over 500 kilometers up to 1000 kilometers from their base, the frequency of periodic trips will

R | base job in the ~~area~~ over 500 kilometers up to 1,000 kilometers from their base chooses to use air transportation on their periodic trip, payment will be made in accordance with 32.15.04(a) except that when the actual cost of **economy** air fare is **more** than the entitlement under **32.15.04(a)** the employee, **upon** presentation of his/her airline receipt, will be paid an amount equal to the difference up to a maximum of one hundred dollars (\$100.00).

32.15.05

(a) ~~There~~ shall be twelve (12) periodic ~~trips per~~ calendar year designated on specific dates for ~~employees~~ assigned to work on jobs over 1000 kilometers from base. These trips will be designated as follows:

~~One~~ (1) in conjunction with the standard vacation period;

~~One~~ (1) in conjunction with the Christmas shut down period;

*~~Ten~~ (10) designated on other specific dates.

*Note: These trips ~~need~~ not be uniformly spaced, but shall take advantage of statutory holidays and the dates for these trips shall be agreed ~~upon~~ annually by the Company and the Local

When a vacation trip or a Christmas trip falls on the same date as the periodic trip, the employee shall receive the vacation trip and Christmas trip treatment, and not the periodic trip treatment.

(b) ~~An~~ employee's periodic trip expense entitlement shall be economy air fare from the away-from-base living location to his base and return. ~~In~~ addition ground transportation if used at either or both ends will be paid if substantiated by receipts. All employees assigned to away-from-base jobs over 1000 kilometers from base on the date of the periodic trip will be entitled to the periodic trip expense or they may choose to take living expenses instead of the periodic trip.

(c) Eight (~~8~~) hours paid travel time (4 hours in each direction), at straight time rates, shall be allowed in conjunction with a periodic trip. Should ~~an~~ employee so request, travel arrangements shall be made so that it is possible for the employee to have a minimum time at the destination location equivalent to 24 hours for each day of the weekend. ~~Any~~ additional time off work required to accommodate the travel arrangements shall be made up at straight time rates.

32.15.06 Sacrificed room rent will be allowed, where necessary, to employees on periodic trips, but sacrificed hotel/motel type of accommodation will not be paid for. Baggage storage costs incurred at the same location will be paid.

32.15.07 Should an emergency arise on jobs over 500 kilometers from base preventing an employee from taking his periodic trip to base as scheduled, he shall be given a compensating trip to base as soon thereafter as possible. Those not required to work shall be treated as in paragraph **32.15.04** and **32.15.05**.

32.16 Commuting Jobs

32.16.01 Employees working on commuting jobs (refer to 32.02.06, 32.02.11 and 32.03.01) will be paid a daily commuting expense allowance in accordance with the following table:

Distance From Computation Point	Expense Allowance Per Day		
	Eff. Apr. 8/88	Eff. Nov. 7/88	Eff. Nov. 6/89
Over 10 but no more than 11 km.	\$ 2.25	\$ 2.35	\$ 2.45
11 but no more than 12 km.	6.10	6.35	6.60
12 but no more than 13 km.	7.50	7.80	8.10
13 but no more than 14 km.	8.90	9.25	9.60
14 but no more than 15 km.	10.20	10.60	11.00
15 but no more than 16 km.	11.55	12.00	12.50
16 but no more than 17 km.	12.90	13.40	14.05
17 but no more than 18 km.	14.25	14.80	15.40
18 but no more than 19 km.	15.60	16.20	16.85
19 but no more than 20 km.	16.85	17.50	18.20
20 but no more than 21 km.	17.70	18.40	19.15
21 but no more than 22 km.	18.60	19.35	20.10
22 but no more than 23 km.	19.45	20.20	21.00
23 but no more than 24 km.	20.25	21.05	21.90
24 but no more than 25 km.	21.15	22.00	22.90
25 but no more than 26 km.	22.00	22.90	23.80
26 but no more than 27 km.	22.85	23.75	24.70

R	27 but no more than 28 km.	23.70	24.65	25.65
	28 but no more than 29 km.	24.50	25.50	26.50
	29 but no more than 30 km.	25.35	26.35	27.40
	30 but no more than 31 km.	26.20	27.25	28.35
	31 but no more than 32 km.	27.10	28.20	29.30
	32 but no more than 33 km.	27.90	29.00	30.15
	33 but no more than 34 km.	28.85	30.00	31.20
	34 but no more than 35 km.	29.70	30.90	32.15

32.16.02 Distances between computation points and job locations will be measured over usually travelled routes and once they are agreed upon, they will not be subject to change during the term of the Collective Agreement.

32.16.03 Where no public transportation is available, or convenient from a work schedule point of view, the Company will supply transportation for those employees who request such transportation and the Company will pay them travel time in accordance with the following table:

Distance from Computation Point	Paid Daily Travel Time
Over 10 but no more than 11 km.	.1 Hr.
11 but no more than 12 km.	.3 Hr.
12 but no more than 13 km.	.3 Hr.
13 but no more than 14 km.	.4 Hr.
14 but no more than 15 km.	.5 Hr.
15 but no more than 16 km.	.5 Hr.
16 but no more than 17 km.	.7 Hr.
17 but no more than 18 km.	.7 Hr.
18 but no more than 19 km.	.7 Hr.
19 but no more than 20 km.	.8 Hr.
20 but no more than 21 km.	.8 Hr.
21 but no more than 22 km.	.8 Hr.
22 but no more than 23 km.	.9 Hr.
23 but no more than 24 km.	.9 Hr.
24 but no more than 25 km.	.9 Hr.
25 but no more than 26 km.	.0 Hr.
26 but no more than 27 km.	.0 Hr.
27 but no more than 28 km.	.0 Hr.
28 but no more than 29 km.	.0 Hr.
29 but no more than 30 km.	.1 Hr.
30 but no more than 31 km.	1.1 Hr.
31 but no more than 32 km.	1.1 Hr.
32 but no more than 33 km.	1.2 Hr.
33 but no more than 34 km.	1.2 Hr.
34 but no more than 35 km.	1.3 Hr.

32.16.04 Yob locations designated as Commuting Locations from one (1) or more Computation Points, will remain Commuting Locations, from the same Computation Point(s).

**32.17 Multiple Computation Points -
Toronto Base**

32.17.01 At the Toronto Base, there shall be four (4) computation points as follows:

WIS King & Yonge Streets intersection
WIW Burnhamthorpe Rd. and Hwy. No. 427 intersection
WIN Yonge St. and Steeles Ave. intersection
WIE Kennedy Rd. and Lawrence Ave. E intersection

32.17.02 A Toronto based employee whose home is located within thirty five (35) kilometers of any one of computation points **WIS**, **WIW**, **WIN** or **WIE** will be assigned to the computation point closest to his home, except where an employee requests that he be assigned to another computation point for personal and valid reasons. "Home" shall be interpreted to mean the employee's current residence from which he commutes daily to his job location.

32.17.03 Toronto based employees whose home is located over thirty five (35) kilometers from all of computation points **WIS**, **WIW**, **WIN** and **WIE**, and who are working on away-from-base jobs, shall be tentatively assigned to computation point **WIS**.

In the event such an employee is transferred to a job within thirty five (35) kilometers of any one of computation points **WIS**, **WIW**, **WIN** or **WIE**, he shall then be assigned to the computation point closest to his actual living quarters.

Such computation point assignment shall be effective from the first day the employee is on the job. Any subsequent changes shall be in accordance with 32.17.04.

32.17.04 When an employee changes his living quarters, his designated computation point shall be changed within sixteen (16) calendar days from the date he submits written notification to his job supervisor or district manager.

The effective date of change within the sixteen (16) calendar days shall be at the discretion of the Company, except that no change shall be made effective until a minimum of seven (7) calendar days have elapsed from the date of written notification.

Article 33

COST OF LIVING ALLOWANCE

33.01 The Statistics Canada October 1987 Consumer Price Index (1981 base) published in November 1987 (139.8) will be the base for all calculations of the **Cost** of Living Allowance.

33.02 The amount of the Cost of Living Allowance will be calculated on changes upward or downward, in the Consumer Price Index (1981). This calculation will be in accordance with the following schedule:

CPI Index for	the month of	Published in	COLA Formula	
1988	January	1988	February	1C for each
	April		May	.126 change in
	July		August	the C.P.I.
	October		November	
1989	January	1989	February	1C for each
	April		May	.126 change in
	July		August	the C.P.I.
	October		November	
1990	January	1990	February	1C for each
	April		May	.126 change in
				the C.P.I.

CPI Index for the month of	Published in	COLA Formula
1990 July October	1990 August November	1¢ for each .120 change in the C.P.I.

The adjusted Cost of Living Allowance will be paid from the beginning of the pay period following publication of the index.

In no event will a decline in the C.P.I. below the base figure (139.8) result in a reduction in the negotiated wage scales.

No change, retroactive or otherwise, will be made due to any revision in any published Statistics Canada Consumer Price Index figures.

33.03 The Cost of Living Allowance payable shall be based on the following chart for the period up to and including April 1990:

Statistics Canada CPI Base Figure (1981)	Cost of Living Allowance Cents
139.800	0¢
139.801 to 139.926	1¢
139.927 to 140.052	2¢
140.053 to 140.178	3¢
140.179 to 140.304	4¢
140.305 to 140.430	5¢

and so forth for each .126 change.

33.04 Continuation of the allowance will be dependent on the availability of the official Monthly Statistics Canada Consumer Price Index (1981 base).

33.05 The Cost of Living Allowance (\$1.31) payable under the prior agreement has been folded into the wage schedule as follows:

- R**
- (a) Effective April 8, 1988, **46¢** of the **\$1.31** has been folded into all schedule rates and the remaining **\$0.85** per hour shall continue to be paid in addition to wage rates.
 - (b) Effective October 31, 1988, an additional **43¢** of the **\$1.31** will be folded into all schedule rates and the remaining **42¢** per hour shall continue to be paid in addition to wage rates. The October **31**, 1988 wage schedule reflects this fold-in.
 - (c) Effective October 30, 1989, the remaining **42¢** of the **\$1.31** will be folded into all schedule rates. The October 30, 1989 wage schedule reflects this fold-in.

Article 34
RATES OF PAY

34.01 Effective April 8, 1988 the hourly rates of pay for each classification shall be as follows:

34.01.01

OK Progression Schedule in Months

Classification	Hiring Rate	6	12	18	24	30	36	42	48	54	60
Installer 1 (Y01)	\$13.58	13.85	14.16	14.45	14.74	15.09	15.41	15.67	15.91	16.24	16.78
Installer 2 (Y02)	\$14.34	14.61	14.92	15.21	15.50	15.85	16.17	16.43	16.67	17.00	17.54
Installer 3 (Y03)	\$15.08	15.35	15.66	15.95	16.24	16.59	16.91	17.17	17.41	17.74	18.28
Installer 4 (Y04)	\$17.64	(Single Rate)									
Installer 5 (Y05)	\$19.03	(Single Rate)									

34.02 Effective October 31, 1988 the hourly rates of pay for each classification shall be as follows:

34.02.01

OK Progression Schedule in Months

Classification	Hiring Rate	6	12	18	24	30	36	42	48	54	60
Installer 1 (Y01)	\$14.26	14.54	14.86	15.16	15.46	15.82	16.15	16.42	16.67	17.01	17.56
Installer 2 (Y02)	\$15.02	15.30	15.62	15.92	16.22	16.58	16.91	17.18	17.43	17.77	18.32
Installer 3 (Y03)	\$15.81	16.09	16.41	16.71	17.01	17.37	17.70	17.97	18.22	18.56	19.11
Installer 4 (Y04)	\$18.42	(Single Rate)									
Installer 5 (Y05)	\$19.86	(Single Rate)									

RATES OF PAY (Continued)

34.03 Effective October 30, 1989 the hourly rates of pay for each classification shall be as follows:

34.03.01

Classification	Hiring Rate	Progression Schedule in Months									
		6	12	18	24	30	36	42	48	54	60
Installer 1 (Y01)	\$14.93	15.21	15.53	15.83	16.13	16.49	16.82	17.09	17.34	17.68	18.01
Installer 2 (Y02)	\$15.69	15.98	16.29	16.59	16.89	17.25	17.58	17.85	18.10	18.44	18.99
Installer 3 (Y03)	\$16.48	16.76	17.08	17.38	17.68	18.04	18.37	18.64	18.89	19.23	19.78
Installer 4 (Y04)	\$19.09	(Single Rate)									
Installer 5 (Y05)	\$20.53	(Single Rate)									

34.04 Job Classification

34.04.01 Employees' performance capability shall be determined as defined in Administrative Practice **1519**, a copy of which is attached to the Collective Agreement as Appendix B.

The company shall have the right to make any required modifications, changes or ~~amendments~~ to the I.A.P. during the life of the Agreement, consistent with the overall intent of the Installer Performance Capability record system, as a result of the introduction of new technology, equipment or methods of performing operations.

The union will be advised in writing prior to any changes in the IAP 1519.

34.04.02 Skill levels will be assigned to employees upon:

- (a) satisfactory completion of formal training courses, or
- (b) satisfactory performance of the required PCR operations on job assignments and being ~~rated~~ at the "perform" level on these PCR operations.

34.04.03

(a) Installers who hold a 100, 310, 330 or 510 index level shall be assigned to the Installer 1 classification.

(b) Installers who hold a **400** or a **520** index Level in any system shall be assigned to the Installer 2 classification.

(c) Installers who hold a **530** index level in any system shall be assigned to the Installer 3 classification.

(d) Installers who hold an **820** index level in any system shall be assigned to the Installer 4 classification.

(e) Installers who hold an **830** index level in any system shall be assigned to the Installer 5 classification.

(f) Movement from one skill level to the next will be based on the individual having acquired the specified skills as defined in IAP 1519.

34.04.04 All employees shall be given an opportunity to qualify for a 510 skill level by either formal training courses or by job assignments by the time they reach the maximum rate of Installer 1.

34.04.05 Formal training for 510, 520, 820, 530 or 830 skill levels will be based on Company needs.

Notwithstanding the above, any employee who acquires the required qualifications in the required PCR operations through job assignments without formal training courses, shall be credited with any higher skill index level so attained.

34.04.06 The company will give the union 30 days notice of an upcoming skill training course, the location where it is to be held and the planned number of participants.

The company will advise the union of those who will attend the course after the selection is completed, normally 2 weeks in advance of the start of the course except where this is not possible due to late replacements.

Installers who are entitled to receive a training course in accordance with 34.04.13 may be withheld due to urgent work requirements on their present job until the next same course is given, provided this next course takes place within 90 days.

Advance notification to the union may be waived in the case of specialized training for specific special non-routine assignments.

34.04.07 When the need arises for training installers for the 510 level, such formal training will be on a seniority basis from among the Installer 1 and Installer 2 classification installers who are willing to accept such formal training.

Notwithstanding the above, the company reserves the right to provide formal training to Installer 3, 4 and 5 clas-

sification installers who are in other systems where the need for these skills declines.

34.04.08 When the need arises for training installers for the 820 level, the most senior from among the Installer 1 classification and the Installer 2, 400 index, installers shall be given first consideration.

No installer will be given training for the 820 level ahead of any other installer whose service exceeds his by 12 months or more.

Installers failing to qualify at the 520 or 530 skill levels will not be excluded from training for the 820 level.

34.04.09 When the need arises for training installers for the 520 level, the most senior 510 level installers, or 510T's who have held this designation for 2 years or more, in that system will be given first opportunity.

Installers failing to qualify at the 520 or 530 skill levels will not be excluded from training for the 820 level.

34.04.10 In a system where both a 520 and a 530 skill level exists, when there is need for training installers for the 530 skill level in that system, the most senior 520 level installer in that system will be given first opportunity.

34.04.11 When there is a need for training installers for the 830 skill level in a particular system, the most senior 530 level installer in that system will be given first opportunity.

34.04.12 Installers who are selected for formal training in accordance with Article 34.04.07, 34.04.09, 34.04.10 or 34.04.11 shall not be eligible for formal training in another system until 2 years have elapsed since such formal training was received.

34.04.13 Selection of installers for training in new systems shall be as follows:

(a) **System Life**

	1st year	2nd year	3rd year	subse- quent year
By Seniority only	50%	75%	75%	Regular
Based on skill, ability and experience (Note 1)	50%	25%	25%	process (Note 2)

Note 1 - Where **skill**, ability and experience are equal, seniority will prevail.

E Note 2 - Regular process refers to Article **34.04.07, 34.04.09, 34.04.10** or **34.04.11**

- (b) Selection shall be from among those willing to accept the training.
- (c) The company will not **be** required to select more than 25% of the existing total of the **530** and **830** level installers in any one existing system for training in another system in any one year.
- (d) For training in any period after the 3rd year of a **sys-**tem life, the company will not **be** required to give training to a **520** installer in a different system until two years have elapsed since he attained his present **520** index level.

34.05 Pay Treatment

34.05.01 Inexperienced employees shall be hired at the hiring rate of Installer 1.

34.05.02 Employees who have previous experience or education which is suitable or valuable for installation work shall be given credit for this experience or education and started at an appropriate step in the appropriate classification.

34.05.03 All progression increases shall become effective at the beginning of the payroll week following the specified service period at each rate.

34.05.04 In the case of continuous absence of one month (20 working days) or more, except due to accident covered by Workmen's Compensation, the normal time interval until the next scheduled progression shall be deferred by as many such complete months (20 working days) of absence.

34.05.05 An employee who attains a 400, 520, 530, 820 or 830 skill level shall have his wage classification changed to the appropriate classification as follows:

- (a) if the skill level is attained through satisfactory completion of formal training courses, effective the second payroll week following such course completion.
- (b) if the skill level is attained through satisfactory performance of the required PCR operations on job assignments, effective the second payroll week following the date that the Resources Planning Department receives the transfer record for the employee which indicates satisfactory performance of the required PCR operations.
- (c) an installer being reclassified to Installer 2 or installer 3 will be placed on the same progression step in the higher classification as he held before with full credit for progression purposes for time spent at this step in the previous classification.

An Installer being reclassified to Installer 4 or Installer 5 will be placed directly on the rate for that classification.

34.06 Responsibility Allowance

R 34.06.01 Responsibility Allowance will be paid an employee under the following conditions:

- (a) when an employee reporting to a Job Supervisor at the same job location is assigned responsibility for a portion of a job and has under his guidance one (1) or more employees up to a maximum of six (6) employees.
- (b) when the employee responsible to a Job Supervisor is sent to a location where there is no other Supervisor.
- (c) responsibility allowance per (a) and (b) above shall be:
 - Effective April 8, 1988 - \$1.00 per hour
 - Effective May 1, 1989 - \$1.05 per hour.

34.06.02 Responsibility Allowance will be paid an employee under the following conditions:

- (a) when the employee reporting to a Job Supervisor at the same job location is responsible for a portion of a job and, in exceptional cases, has under his guidance seven (7) or more employees.
- (b) responsibility allowance per (a) above shall be:
 - Effective April 8, 1988 - \$1.35 per hour
 - Effective May 1, 1989 - \$1.45 per hour.

34.07 In-Charge Allowance

34.07.01 In-Charge Allowance will be paid an employee under the following conditions:

- (a) when the employee works alone on a night shift in an office supplying communication service and where there is no Supervisor on that shift.
- (b) when two (2) or more employees work on a night shift on which there is no Supervisor, one (1) employee in all cases shall be made responsible for such work and shall be paid In-Charge Allowance.
- (c) when the employee reporting directly to a District Supervisor or delegate is placed in charge of a job to which no other Supervisor has been assigned at

that location and has no other employees reporting to him.

- (d) In-Charge Allowance per (a), (b) and (c) above shall be:

Effective April 8, 1988 - \$1.00 per hour
Effective May 1, 1989 - \$1.05 per hour

34.07.02 In-Charge Allowance will be paid an employee under the following conditions:

- (a) When the employee reporting directly to a District Supervisor or delegate is placed in charge of a job to which no other Supervisor has been assigned at that location and has one (1) or more employees reporting to him.

- (b) In-Charge Allowance per (a) above shall be:
Effective April 8, 1988 - \$1.35 per hour
Effective May 1, 1989 - \$1.45 per hour.

23.07.03 When an employee is assigned to a job primarily for the purpose of performing specialized operations (for example: Verifiers, Adjusters, modifications on a multi-office basis, etc.) and he reports to a job supervisor, he shall be paid In-Charge Allowance as follows:

- (a) if he has no other employees under his guidance, In-Charge Allowance shall be:
Effective April 8, 1988 - \$1.00 per hour
Effective May 1, 1989 - \$1.05 per hour.
- (b) if he has one (1) or more employees under his guidance, In-Charge Allowance shall be:
Effective April 8, 1988 - \$1.35 per hour
Effective May 1, 1989 - \$1.45 per hour.

34.08 When an employee assigned as above and receiving an R.A., or I.C. allowance is called upon to work overtime, the overtime rate shall be computed by applying the appropriate overtime premium, either time and

one-half (1 1/2) or double time (2), to the sum of the employee's hourly rate and the applicable R.A. or I.C. allowance.

34.09 Employees receiving Responsibility Allowance per 34.06.01 or 34.06.02 or In-Charge Allowance per 34.07.01(c), 34.07.02 or 34.07.03 will be paid such allowance on statutory holidays and for time spent driving a vehicle authorized by the Company.

34.10 No In-Charge man shall have under his jurisdiction more than **six (6) employees** except on jobs where the regular Supervisor is absent temporarily.

Article 35

ACCESS TO EMPLOYEE PROFILE AND ATTENDANCE DOCUMENT

35.01 An employee may review his own personnel file upon his specific request, either individually or with his local Union steward, in the presence of the employee's immediate manager or Human Resources representative.

35.02 In the case of a complaint or grievance, the employee profile and/or attendance document of any employee directly involved in that complaint or grievance will be made available to a local Union steward, upon written authorization of the employee, for review in the presence of the employee's manager or a representative of the Human Resources Department. Following this review, the Company, on written authorization of the employee, will provide a copy of the employee profile and/or attendance document to the local Union.

35.03 Installers shall be notified of their performance on the job at the time of transfer to new jobs or new locations.

Article 36
SYSTEMS AND FAMILIES OF SYSTEMS

36.01 Systems shall be those described and coded in IAP 1519.

36.02 A system life shall be considered to start on the earliest of any of the following dates:

- (i) The first day of the commencement of the first formal training course on this system for Installation Department employees.
 - (ii) The first day of the commencement of a production model verification office or a production model field trial.
 - (iii) The first day of the commencement of any COEO installation job.
- The start date of any new system will be recorded in the IAP 1519.

36.03	Family of Systems	IAP 1519 System Code
1.	Step X Step, Power, Switchboards	01 SXS 03 PBX 37 Desk & Boards 39 23A Desks 71 Power 98 Key Systems
2.	X-Bar	11 5 X-Bar 13 SAI 15 4A X-Bar 17 Tandem X-Bar
3.	Electronic Systems	51 - #1 ESS 53 - SP1 - 4W 55 - SP1 - 2W 55 - SP1 - 2W-4W 81 - MiniComputer

- 4. Digital Switching Systems
 - 63 DMS - 10
 - 65 DMS - 100
 - 67 DMS - 200
- 5. Transmission
 - 31 MUX
 - 33 Radio
 - 35 Carrier & VF
 - 61 DMS I
 - 97 Antenna & Waveguide
 - 34 Fibre Optics

As new systems are introduced they shall be allocated to one of the above families, unless an entirely new technology encompassing substantially different concepts is introduced.

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Article 37

PROTECTION FOR EMPLOYEES ON CESSATION OF WORK OR OPERATIONS, AND LAYOFFS

37.01 The provisions of this Article apply to employees in the following circumstances:

- (a) An employee laid off out of seniority because another employee is retained due to his 530/830 index level as provided in 6.05.01.
- (b) An employee who possesses a 520, 530 or 830 index level in a System on which the Company decides to cease to perform Installation work, provided that he does not possess the equivalent index level in another system and the Company does not provide retraining for the employee at his index level in another system within six (6) months of the Company's notification to cease this Installation work. The Company shall give the Union and the potential employees affected ninety (90) days written notification of the cessation of such work.

(c) All employees if the Company ceases to perform Installation work with employees in this bargaining unit.

37.02 Employees affected shall have the right to request a transfer to other company locations. If a vacancy is available and local Collective Agreements permit, the Company will transfer the employee.

The Company will provide job training, where required, for the transferred employee to perform the job in a satisfactory manner; such job training not to exceed six (6) months.

If an employee who is transferred to another company location fails to meet the job requirements within six (6) months of transfer or is laid off at the new company location during the first six (6) month period, he will be given the option of transferring back to his previous classification in the bargaining unit covered by this agreement. His seniority shall be credited in accordance with article 6.03, except for recall purposes in the circumstances below.

At the time of his return to the bargaining unit within this six (6) month period, if there are employees on lay off who had more seniority than the transferred employee on the date he was transferred out, he will be laid off on return. For recall purposes, his seniority and recall rights shall be calculated from the date he would have been laid off had he not transferred out of the bargaining unit.

37.03 If the Company is unable to find suitable placement for the employee, he may elect to be terminated and to receive severance pay as follows:

Continuouş Service	Severance Pay
Less than 1 year	0
1 year but less than 2 years	2 weeks
2 years but less than 3 years	3 weeks
3 years but less than 4 years	4 weeks
4 years but less than 5 years	5 weeks

3.0

Continuous Service	Severance Pay
5 years but less than 6 years	6 weeks
6 years but less than 7 years	7 weeks
7 years but less than 8 years	8 weeks
8 years but less than 9 years	9 weeks
9 years but less than 10 years	10 weeks
10 years but less than 11 years	12 weeks
11 years but less than 12 years	14 weeks
12 years but less than 13 years	16 weeks
13 years but less than 14 years	18 weeks
14 years but less than 15 years	20 weeks

Three (3) weeks additional pay for each full year of service in excess of fifteen (15) years of service.

37.04 If eligible, the employee may request to proceed on pension. The employee will not be entitled to severance pay if his request is granted by the Company.

37.05 If, as a result of a transfer request being granted, the employee is required to move to a work location further than eighty (80) kilometers from his present base Location, the Company will pay reasonable moving costs.

37.06 The Company will give sixty (60) days notice, wherever possible, to employees who are transferred to a new location.

37.07 In the event of a cessation of Installation work as referred to in 37.01(c) above, the Company will give the Union and the employees affected notice in writing as provided in the appropriate government legislation, or ninety (90) days, whichever is greater.



Article 38

MODIFICATION, RENEWAL AND TERMINATION

R 38.01 This Agreement shall become effective on the 8th of April, 1988 and shall remain in full force and effect ~~up~~ to and including ~~October 31, 1990~~. This Agreement may be changed or amended by mutual consent of the parties hereto; such changes or amendments shall take the form of appendices to the original Agreement.

38.02 Either party may give the other party notice in writing, at least ninety (90) days prior to the expiration date, of their desire to revise this Agreement. Within ten (10) days after such notice is given, a conference shall be held to consider such revision.

38.03 If notice as contemplated under paragraph 38.02 is not given, it shall remain binding for a further period of twelve (12) months unless either party gives to the other party written notice of the termination hereof of not more than ninety (90) days nor less than thirty (30) days prior to the **date** of termination.

38.04 In the event of written notice of revision or termination having been given by either party as provided for above and the parties then desiring to negotiate together for a new Agreement or for a revision of the present Agreement, the present Agreement shall be considered as remaining in force during such reasonable time as may elapse, before it is found that the parties are unable to reach an Agreement or until a new or revised Agreement is completed.

IN **WITNESS** hereof the parties thereto have executed this Agreement on the 20th **day** of June, 1988.

**FOR COMMUNICATIONS AND ELECTRICAL
WORKERS OF CANADA:**

L. Dowhaluk
H. Darmetko
T. Johnson
J. Gray
J. Russell

**FOR NORTHERN TELECOM CANADA
LIMITED:**

R.J. Grant
R. Kennedy
E. Clinton
W. Melnyk
L. Evans
C. France

APPENDIX "A"
PENSION/BENEFITS

1. PREAMBLE

1.1 This appendix, which shall form part of the Collective Labour Agreement (hereinafter called the "Agreement"), describes amendments to those plans which shall be in effect for active employees during the term of the Agreement, information relating to cost sharing, and reference to preservation of those Company plans which are not contractually covered.

1.2 The effective dates of amendments of these plans, where applicable, are noted in the relevant paragraphs hereafter.

1.3 The term applicable shall be as defined for the Agreement, except with respect to the Pension Plan which shall be for the term from January 1, 1988 to and including December 31, 1990.

1.4 Agreements with respect to the plans described in this appendix may be changed or amended by mutual consent of the parties hereto, with such changes or amendments to be in the form of appendices to the Agreement. The duration of the Agreement cannot be affected by such changes or amendments.

1.5 The plans, hereinafter called the "Plan(s)", covered by this appendix shall be continued automatically at the expiry of the Agreement until a new agreement is ratified or until the Union is entitled by Law to commence legal strike or the Company is permitted to lockout.

1.6 For the purposes of this appendix, the following definitions shall prevail:

1.6.1

“Benefit Group” shall mean the categories of job classifications or grades determined as follows:

Benefit Group	Job Classifications
4	Installers

1.6.2

“Eligible dependents” shall mean, for purposes of paragraphs 10, 11, 12 of this appendix:

- (i) “Spouse” means either the ~~employee~~’s legally married spouse who ~~was~~ living with the employee at the time of the employee’s death or a person who was publicly represented by the employee as the latter’s spouse, and who
 - 1 (a)**
not prohibited ~~from~~ marrying the employee by reason of the marriage of the employee or of such person to another individual, and
 - 1 (b)**
had resided with the employee for a period of one year immediately preceding the employee’s death, or
 - 2 (a)**
was prohibited from marrying the employee by reason of the marriage of the employee or of such person to another individual, and
 - 2 (b)**
had resided with the employee for a period of three years immediately preceding the employee’s death.
- (ii) Unmarried natural or legally adopted dependent children of the employee or ~~Spouse~~ living or deemed to be living with the employee, including those where support for benefit coverage has been dictated by a court order, under age 21, or up to age 25 if a full-time student at an accredited college or university, who are Canadian citizens or who have landed immigrant status, or physically or mentally handicapped

children of any age who are totally dependent for support, provided the handicap existed prior to age 21.

(iii) Dependent parents.

The above eligible dependents shall be ranked in descending order of ranking priority.

1.7 For the purposes of the Plans referred to in paragraph 3,4,5, and 6, "Eligible dependents" shall mean the following:

- (i) The person who is legally married to the Employee, or a person of the opposite sex who is cohabiting with the employee and who is publicly represented as the spouse of the employee;
- (ii) Unmarried natural or legally adopted, dependent children of the employee or spouse who are:
 - (1) living or deemed to be living with the employee, including those where support for benefit coverage has been dictated by a court order; and
 - (2) (a) under age 21, or
(b) over age 21, but not over age 25, and are full-time students at an accredited college or university; and,
 - (3) (a) Canadian citizens, or
(b) landed immigrants;
- (iii) physically or mentally handicapped financially dependent children, regardless of age, provided they were handicapped and dependent prior to age 21; or,
- (iv) any child who is in the custody of the employee pursuant to a valid and existing custody order and who meets the qualifications set out in 1.7 (ii) and is financially dependent on the employee.

1.8 All employees hired after the date of ratification shall become eligible for coverage under the Plans referred to in paragraphs 3,4,5,6,7,9,10, and 11 on the first

day of the month following the month in which the employee completes 3 months' continuous service.

1.9 The summary plan descriptions referred to in paragraph 14.3 will, upon completion, form part of and be included in this appendix. Although every effort has been made to ensure that the summary referred to in paragraph 14.3 is accurate, the parties agree that should there be any conflict in meaning the official plan document will govern.

2. HEALTH INSURANCE PLANS 70A-116

2.1 The Company will pay the full cost of the Ontario Health Insurance Plan (OHIP), or comparable plan for those not resident in the province of Ontario, including premium increases during the term of the Agreement and in the event of layoff shall provide coverage in accordance with the layoff allowance provisions of the Agreement.

2.2 The Company will, with respect to each employee who resides in Ontario or Province with comparable plans, and who retires with a class A, B, or C pension as described in the Pension Plan during the term of the Agreement, pay the full plan premiums for coverage from and after the date such retired employee attains age 55.

2.3 If, during the term of the Agreement, services covered by such plans as of the effective date of the Agreement are removed, the Company will provide similar coverage to the extent this is mutually acceptable to the Union and the Company, under the Extended Health Care (EHC) Plan, if such is permissible under the amending legislation. The Company will contribute towards the cost of such additional EHC coverage only to the extent of any coincident reduction in health insurance plan premium, with the employees responsible for payment of any excess.

2.4 If, in the circumstances referred to in paragraph 2.3 above, it is not permissible to replace such coverage under the EHC Plan and such premiums are reduced, the parties hereto may apply the savings in such a way as shall be mutually agreed excluding addition to the direct compensation base.

2.5 If such premiums are reduced or eliminated for any reasons other than those contemplated above, the Company's obligation shall be correspondingly reduced or eliminated, unless the relevant legislation requires continuance of the then current level of premium payments in some other form. In the latter case, the payments shall be made in such manner, excluding addition to the direct compensation base, as may be mutually agreed;

2.6 The Company will, with respect to each employee who elects maternity leave under 30.03, or adoption leave under 30.06, pay full health insurance plan premium for the duration of the first seventeen (17) weeks of the leave.

3. SUPPLEMENTARY HOSPITAL PLAN

3.1 The Company will continue to provide, a Supplementary Hospital Plan as in effect immediately prior to the term of the Agreement. The cost of this Plan will be paid by the employees, including any increases in premiums during the term of the Agreement.

4. EXTENDED HEALTH CARE PLAN

4.1 The Company will continue to provide an Extended Health Care Plan as in effect immediately prior to the term of the Agreement. The cost of this Plan will be paid by the Company, including any increases during the term of the Agreement relating to the services covered by the Plan.

4.2 Effective January 1, 1990, the Extended Health Care Plan will be amended as follows:

- inclusion of payments for costs incurred on a 50% co-sharing basis for:
 - Glucometer
 - Obus form (1 per lifetime)
 - Decubitis equipment
 - Hearing aids (to a maximum cost of \$200 over a period of 3 years) when prescribed by a physician.
- inclusion of payments for costs incurred for services of a registered chiropractor, after expiry of provincial health coverage, for up to \$7 per treatment for a maximum of 12 treatments per year.

4.3 The Company will, with respect to each employee who elects maternity leave under 30.03, or adoption leave under 30.06, after date of ratification, provide coverage under the Plan for the first seventeen (17) weeks of the leave.

4.4 No other change will take place in Plan design except as required by legislation, or as contemplated under paragraph 2.3.

4.5 The Company's obligation with respect to services transferred from health insurance plans is outlined under paragraph 2.3.

5. VISION CARE PLAN

5.1 The Company will continue to provide a Vision Care Plan as in effect immediately prior to the term of the Agreement. The cost of this Plan will be paid by the Company.

5.2 Effective January 1, 1990, the \$75 maximum payment under this Plan will be increased to \$100.

5.3 The Company will, with respect to all employees who proceed on maternity leave under 30.03 or, adoption leave under **30.06**, after date of ratification, provide coverage under the Plan for the first seventeen (17) weeks of the leave.

6. DENTALPLAN

6.1 The Company will continue to provide a Dental Plan as in effect immediately prior to the term of the Agreement, with coverage for expenses incurred up to April 30, 1988, on the basis of the 1985 Ontario Dental Association Schedule for General Practitioners for the services covered by such Plan. The cost of this Plan, including any increases during the term of the Agreement, will be paid by the Company.

6.2 Effective May 1, 1988, the 1986 Ontario Dental Association Schedule for General Practitioners will apply.

6.3 Effective May 1, 1989, the 1988 Ontario Dental Association Schedule for General Practitioners will apply.

6.4 Effective May 1, 1990, the 1989 Ontario Dental Association Schedule for General Practitioners will apply.

6.5 Effective May 1, 1988, the \$1000 maximum for the Periodontic and Endodontic benefit will be increased to \$1500.

6.6 The Company will, with respect to all employees who proceed on maternity leave under 30.03, or adoption leave under **30.06**, after date of ratification, provide coverage under the Plan for the first seventeen (17) weeks of the leave.

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7. SICKNESS AND ACCIDENT PLAN

7.1 The Company will continue to provide a Sickness and Accident (S&A) Plan as in effect immediately prior to the term of the Agreement.

7.2 No other change will be made in the Plan design except as required by legislation.

8. LONG TERM DISABILITY PLAN

8.1 The Company will continue to provide the Long Term Disability (LTD) Plan as in effect immediately prior to the term of the Agreement.

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8.2 Effective May 1, 1988 this Plan will provide monthly income benefits in accordance with the following schedule for those eligible employees whose S&A Plan benefits expire after April 30, 1988.

Benefit Group	Monthly Income
4	\$1650

8.3 The monthly income benefit payable to any employee under 8.2 shall be offset to the extent that any primary statutory monthly disability benefits, exclusive of those that arise from military service, in respect of the same disability, for which the employee is or may become eligible, exceed 75% of pre-disability income. Any improvements in such primary statutory disability benefits occurring after establishment of the initial level will accrue to the employee and will not be used to offset the LTD benefit level provided under this plan.

8.4 If an employee entitled to LTD Plan benefits resumes any full or part-time employment, such employee's monthly benefits under the Plan shall be reduced to the extent that the sum of such monthly benefit and the employee's monthly income from such employment exceeds 75% of the employee's current regular monthly earnings from the Company.

8.5 Notwithstanding paragraphs 8.3 and 8.4 an employee benefit under the LTD Plan shall not be less than \$150.00 per month.

8.6 During the period for which an employee is eligible to receive LTD Plan benefits, participation will continue in the following Plans:

- Provincial Health Insurance
- Supplementary Hospital
- Health Care
- Dependent Life
- Retiring Allowance Plan
- Pension
- Group Life Insurance - Parts I and II
- Survivor Transition Benefit

Coverage for Group Life Insurance - Parts I & II and the Survivor Transition Benefit in effect at the date of disability will prevail during the period for which an employee is eligible to receive LTD Plan benefits.

8.7 LTD Plan benefits will be paid, during continuance of the employee's disability, to age 65 at which time basic pension benefits will commence.

8.8 For purposes of determining eligibility for benefits under the LTD Plan, disability shall mean that an employee is disabled to an extent preventing performance of any job for which the employee is reasonably suited by education, training and experience.

Notwithstanding the above definition, if it is confirmed that an employee is eligible for primary disability benefits under the Canada Pension Plan, this employee will then also be eligible for benefits under the LTD Plan.

8.9 LTD Plan benefits shall not be terminated without at least one (1) month's notice to the recipient unless the employee returns to work.

9. GROUP LIFE INSURANCE PLAN

9.1 The Company will continue to provide, on an optional basis to employees, life insurance through Group Life Insurance Plan - ~~Part I~~, hereinafter called "~~Part I~~", as in effect immediately prior to the term of the Agreement except ~~as~~ indicated in 9.1.1 and 9.1.2 below.

9.1.1 Effective July 1, 1988, the Company will increase each scheduled amount of insurance under Part I by \$2000.

9.1.2 Effective July 1, 1988 the employee cost for ~~Part I~~ shall be \$0.50 per month for each \$1,000 of insurance in excess of \$15,000.

9.1.3 For employees retiring with a pension date on or after January 1, 1991, the amount of insurance under Part I will be reduced by 5% of the amount for which the retired employee was insured as an active employee on the first and for each subsequent anniversary of the pension date for a period of ten years to 50% with a minimum of \$10,000.

9.1.4 The Company will, with respect to each employee who elects maternity leave under 30.03, or adoption leave under 30.06, after date of ratification, provide coverage under the Plan for the first seventeen (17) weeks of the leave provided employee portion is maintained.

9.2 The Company will continue to provide, on an optional basis to employees, life insurance through Group Life Insurance Plan - ~~Part II~~, hereinafter called "~~Part II~~", as in effect immediately prior to the term of the Agreement, except ~~as~~ indicated in 9.2.1 and 9.2.2 below.

9.2.1

The premium rates for Part II for each \$1,000.00 of coverage will continue to be:

Age	Monthly Cost	
	Male	Female
to 35	\$0.08	\$0.04
36-45	0.16	0.08
46-55	0.40	0.20
56-60	0.80	0.40
61-64	1.20	0.60

These rates may be adjusted if dictated by Plan experience.

9.2.2

Effective October 1, 1988 the Company will establish additional options of \$60,000 and \$70,000 under Part II. Employees who are currently enrolled in the \$50,000 option under Part II may increase their coverage to \$60,000 or \$70,000. Those enrolled in any other options under Part II may increase their option to a maximum of \$50,000. In both cases a statement of health will not be required.

9.3 The Company will continue to provide, on an optional basis to employees, life insurance through the Dependent Life Plan as in effect immediately prior to the term of the Agreement. The cost of this Plan shall be employee-paid, at a cost of \$1.00 per month guaranteed until December 31, 1988.

9.3.1

Effective January 1, 1989, the Company will establish the following additional coverage with Plan premiums to be calculated as of that date. Thereafter these premiums may be adjusted if dictated by Plan experience.

Coverage	
Spouse	Child
\$10,000	\$5,000

9.4 The other terms and conditions of this Plan will remain in full force and effect as reflected in the applicable insurance contract.

10. SURVIVOR TRANSITION BENEFIT PLAN

10.1 The Company will continue to provide a Survivor Transition Benefit Plan ~~as in effect~~ immediately prior to the term of the Agreement.

10.2 Effective May 1, 1988 this Plan will provide for the payment of a monthly income benefit to eligible dependents of a deceased employee and, in the event of the employee's death ~~from~~ an accident ~~on~~ or after May 1, 1988 while at work for the Company, a lump sum payment as follows:

Benefit Group	Monthly Income	Lump Sum Payment
4	\$625	\$33,000

10.3 The monthly income benefit shall be paid for 60 consecutive months commencing the month following the date of death. Notwithstanding the foregoing, such monthly payments shall immediately cease when ~~there~~ are no longer any surviving eligible dependents of the deceased employee.

10.4 Provincial Health Insurance Plan premium payments will be continued in order to maintain coverage for the number of months applicable under 10.3 above. Opportunity will be provided for the eligible dependent(s) to participate in, through optional deductions, current coverage under all Company health care plans for the number of months applicable under 10.3 above.

10.5 The Company will, with respect to all employees who proceed on maternity leave under 30.03, or adoption leave under 30.06, after date of ratification, pro-

vide coverage under the Plan for the first seventeen (17) weeks of the leave.

11. RETIREMENT ALLOWANCE PLAN

11.1 For employees whose pension date is on or after January 1, 1988, the Company will establish a Retirement Allowance Plan to pay the amounts set out in the Retirement Allowance Schedules attached.

11.2 Employees will be entitled to payment under the Plan if, as of their pension date, they have at least ten (10) years of continuous service. The amounts set out in the Schedules will be payable monthly commencing with the month in which the pension date falls and continuing until the month age 65 is reached, except that for retirement at age 65 there will be only one payment.

11.2.1

The monthly amounts described in paragraph 12.9 shall be subtracted from the amounts set out in the Retirement Allowance Schedule.

11.2.2

Employees who on their pension date are not yet age 55 will receive a retirement allowance adjusted to reflect such earlier retirement age. A copy of the expanded Schedules, covering retirement earlier than 55, will be provided to the Union.

11.3 If a retired employee who is entitled to a retirement allowance dies prior to all payments being made, the remaining payments will be paid monthly to eligible dependents on the same basis.

11.4 Where employees retire with a class E pension as defined in paragraph 12.7, and are entitled to a retirement allowance, the amount as set out in the Schedule

will be reduced actuarially for each month by which the employee's age is less than 65.

12. **PENSION PLAN**

12.1 The Company will continue to provide the Northern Telecom Negotiated Pension Plan in effect on December 31, 1987 during the applicable term stated in paragraph 1.3 above, subject to amendment to provide for the changes specified in 12.3 through 12.12 inclusive below, and subject to amendment to fulfill the Pension Benefits Standards Act, 1985 (Federal).

12.2 All employees hired prior to the date of ratification are members of the Pension Plan established and maintained by Northern Telecom Limited, subject to the terms and conditions of that Plan as in effect immediately prior to January 1, 1988.

12.3 All employees hired after the date of ratification shall become eligible to be members of the Pension Plan on the day after the completion of twenty-four (24) months of continuous service, except:

12.3.1

All employees hired after the date of ratification who are employed as term employees, shall be eligible to become members of the Pension Plan on the first day of the month following the completion of a period of employment during which thirty-five (35) percent of the YMPE is achieved in each of two consecutive twelve month periods.

12.4 Effective January 1, 1987, employees will vest (are entitled to a pension benefit) upon completion of twenty-four months of continuous membership in the Pension Plan.

12.4.1

The pension benefit under the Pension Plan will be based **on** service accrued **after** December 31, 1986 for employees with less than ten years of service on the date of termination.

12.4.2

To the extent permitted by law, employees who have vested and who terminate employment may direct the Company to pay from the Pension Plan the commuted value of the deferred pension.

12.5 For the purpose of service under the Pension Plan all employees will have a Pension Service Date ("PSD") as follows:

12.5.1

For employees hired prior to the date of ratification their PSD will be the same as their CSD up to that date.

12.5.2

For employees who are hired after the date of ratification their PSD will be assigned **on** the first day of Pension Plan membership and service will accrue from that day.

12.5.3

Rules for accrual of service under the Pension Plan will be **the same** as the rules applicable for accrual of Continuous Service, except that effective January 1, 1988 if an **employee** receives payout of the commuted value of the **deferred** pension in accordance with paragraph 12.4.2, the PSD will be forfeited. If this employee subsequently is employed by the Company, membership in the Pension Plan will commence immediately but **no** credit will be given for any prior service with the Company for any purpose under the Pension Plan.

20-4

12.6 Effective January 1, 1988, employees who are at least age 60 and whose age added to years of membership in the Pension Plan equals the number 80 shall be eligible for a class A pension under the Pension Plan.

12.7 Effective January 1, 1987, a new pension class, class E, will be established for employees who are within ten years of pensionable age as defined in section 2(1) of the Pension Benefits Standards Act, 1985. These employees shall be eligible for a pension benefit which will be actuarially reduced for each month by which the employee's age is less than pensionable age as defined.

12.8 The following basic benefit rates shall be used to calculate the basic pension benefit for employees retiring with a pension date on or after:

Benefit Group	Jan. 1, 1988	Jan. 1, 1989	Jan. 1, 1990
4	\$29	\$30	\$31

12.9 Effective January 1, 1988 the Pension Plan will only provide the supplementary benefit with respect to retirement prior to age 65 to employees who are eligible for a class A, B, or C pension as of December by years of service accrued up to and including December 31, 1987 payable monthly commencing with the month in which the pension date falls and continuing until the month age 65 is reached.

12.10 Employees retiring with a pension date on or after January 1, 1988 will receive a normal pension benefit equal to 90% of the amount of basic benefit multiplied by years of pensionable service which will be payable for the life of the retired employee, and upon death, the retired employee's eligible dependent will receive 60% of the monthly pension benefit which had been paid to the retired employee immediately prior to death.

12.10.1

Where the employee and the eligible dependent, if any waive the benefits described in paragraph 12.10, the employee shall receive 100% of the amount of the basic benefit multiplied by years of service payable for life, and the eligible dependent shall **not** be entitled to anything under the Pension Plan.

12.11 For employees who die on or after January 1, 1988, the Pension Plan will **no** longer provide the presumptive J&S pension benefit, but eligible dependents will be eligible for a benefit equal to the commuted value of the employee's pension benefit for all years of service under the Pension Plan

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12.12 Effective **January 1, 1989** those employees who on or after **January 1, 1988** retire/terminate from active service with the **Company**, and subsequently their eligible dependents who qualify under paragraph 12.10, will receive **annual post retirement** adjustments in accordance with the following matrix:

**Age on Pension
Date/Deferred
Annuity Payment
Date or Anniversary
Thereof**

Formulae
60% of
percentage
increase **CPI**;
max. **6% payout**

Payments
Eff. Jan. 1/89
Annual Lump Sum
paid in month of
anniversary month
of birthday

**Fold into
Monthly
Benefit
No**

Under Age 60

Age 60 or over
but under age
65

60% of
percentage
increase **CPI**;
max. **6% payout**

Eff. Jan. 1/89
Monthly - paid
in month of the
anniversary month
of birthday

Folded in
annually

Age 65 or
over

75% of
percentage
increase **CPI**;
max. **6% payout**

Eff. Jan. 1/89
Monthly - paid
in month of the
anniversary month
of birthday

Folded in
annually

Terminated employees will receive no **post retirement** adjustments in **connection with any time** prior to commencement of receipt of **deferred annuity** payments.

12.12.1

The calculations of post retirement adjustments will use CPI = 1981 (All Canada) and will be in accordance with the following schedule:

Month of Birthday Anniversary	Twelve (12) Month Upward Change in CPI for the Month of
January	November
February	December
March	January
April	February
May	March
June	April
July	May
August	June
September	July
October	August
November	September
December	October

* Moving average

12.12.2

The application of 12.12 and 12.12.1 will be in accordance with eight (8) examples dated March 23, 1988 and the amendment to the Pension Plan will reflect this application.

12.12.3

If as a result of any current or future legislation, regulation, or other government action, plan benefits become subject to inflation protection for benefits accrued during any years of service, such inflation protection shall be offset against the protection provided under this paragraph.

13. OTHER COMPANY PLANS

13.1 The Company proposes to continue the following during the term of the Agreement.

- Travel accident insurance
- Employee Savings Plans:
 - Registered Pension Plan
 - Registered Retirement Savings Plan

13.2 While the Company will not reduce the level of benefits of the Plans referred to in 13.1 above during the term of the Agreement, it reserves the right to amend the terms and conditions of such Plans in order to conform to existing or future legislation, to ensure that they may best meet the objectives for which they were established, and to enable their administration to be carried out with prudence and economy in the interests of all participants therein.

14. GENERAL

14.1 The Company shall furnish the Plan text(s) within 3 months (or as soon as practicable) after signing the Agreement, for review and comment by the union. The other documents referred to below will be furnished at appropriate times for review and comment by the Union.

14.2 The Company will furnish the Union with copies of the administrative procedures, benefit booklets, and approved authorized texts covering the Plans referred to in paragraphs 3 to 13 of this appendix.

14.3 As soon as it is practicable hereafter, the Company will provide each employee with a benefit booklet containing descriptions of the various Plans referred to in this appendix.

14.4 The Company will ensure that all the Plans covered by this appendix are adjusted to reflect legislation precluding discrimination with respect to age, sex, and

marital status, except to the extent that such legislation so permits.

14.5 The Company confirms its intention to maintain its present practices with respect to the handling of statutory and Company benefits as these apply to retirees. In the event a change appears desirable, the Company will discuss such changes in advance with the Union.

14.6 The Company will continue to maintain the present practices with respect to statutory and Company benefits for employees receiving Workers' Compensation benefits and employees receiving disability benefits under the Pension Plan.

14.7 Local benefit committees will be maintained as an appeal process with respect to the items contained in this appendix, and shall review pension benefit applications in advance of their effective date. Meetings will be held no less than four times in each calendar year. Other procedures shall be determined on a basis which is mutually acceptable to the Union and the Company.

14.8 The Company will furnish the Union with such information with respect to the operation of applicable benefit plans as shall be mutually acceptable to the parties or required by legislation, including:

- Copy of Report as set out under section 11(1) of the Ontario Pension Benefits Act, 1987, Regulations.
- Copy of the annual information return to the province of registration for the Pension Plan
- Copy of the annual report to the Company Employees' Benefit Committee

14.9 The Union consents to the application by the Company, through partial funding of the latter cost, in providing improved employee benefits in accordance with

the Agreement and with prior Collective Labour Agreements between the Union and the Company, of the reductions equal to at least 5/12th that have been or may be granted to the Company as to the employer's premiums under the Unemployment Insurance Act.

14.10 The Company shall have the exclusive right to determine and change the method and terms of financing the Company Health Care Plans, Group Life Insurance - Parts I and II and the Dependent Life Plan provided under the Agreement, subject to the following conditions:

- (a) no change will take place without at least three months' prior notice to the Union,
- (b) no change will have the effect of reducing the value of any benefit,
- (c) no change will affect the method of claims settlement except as shall be mutually agreed between the parties, and
- (d) the Company shall furnish the Union with a full accounting as to the disposition of any surplus or deficit attributable to employee contributions.

**APPENDIX B
INSTALLERS PERFORMANCE
CAPABILITY RECORD**

Installation Administrative Practice 1519, issue effective February 23, 1988, forms part of this Collective Agreement.

LETTER OF AGREEMENT

June 20, 1988

Mr. L. Dowhaluk,
National Representative,
Communications and Electrical
Workers of Canada,
Ontario Region Office,
25 Cecil Street, Suite 201,
Toronto, Ontario M5T 1N1

Dear Sir:

As discussed with you, we confirm that employees who return to active employment within the bargaining unit after receiving Long Term Disability Plan benefits will be credited with Seniority and Continuous Service based on former active employment and pensionable service credited while in receipt of Long Term Disability Plan benefits.

It is understood that no vacation entitlement accrues while in receipt of such Long Term Disability Plan benefits.

Yours very truly,

R.J. Grant,
Director,
Headquarters Human Resources Administration.

LETTER OF AGREEMENT

June 20, 1988

Mr. L. Dowhaluk,
National Representative,
Communications and Electrical
Workers of Canada,
Ontario Region Office,
25 Cecil Street, Suite 201,
Toronto, Ontario M5T 1N1

Dear Sir:

As discussed with you, we confirm that if an employee ceases to be entitled to Long Term Disability Plan benefits, and returns to full-time employment with ~~North-~~ern Telecom Canada Limited, but within a period of 90 calendar days again becomes disabled by reason of the same or related causes, such renewed disability will be considered as a continuation of the previous disability and ~~such~~ employee will again be entitled to Long Term Disability Plan benefits.

If such subsequent disability occurs after 90 calendar days, or if such subsequent disability is not the result of the same or related causes as the previous disability and the employee has been back at ~~work~~ for at least one full day, such employee will be entitled to full Sickness and Accident Plan and Long Term Disability ~~Plan~~ benefits.

Yours very truly,

R.J. Grant,
Director,
Headquarters Human Resources Administration.

LETTER OF AGREEMENT

June 20, 1988

Mr. L. Dowhaluk,
National Representative,
Communications and Electrical
Workers of Canada,
Ontario Region Office,
25 Cecil Street, Suite 201,
Toronto, Ontario M5T 1N1

Dear Sir:

This letter will serve to further clarify that it is not the intent of the Company, where 510 training requirements exist, to replace formal 510 training in accordance with Article 34.04.07 with hands-on training.

Yours very truly,

R. J. Grant,
Director,
Headquarters Human Resources Administration.

LETTER OF AGREEMENT

June 20, 1988

The Company agrees to pay for casual lates up to one-half hour's duration. Company records will continue to be kept relating to lates and absenteeism to ensure adequate control of these matters.

**LETTER OF AGREEMENT
SOCIAL INSURANCE NUMBERS (S.I.N.)**

June 20, 1988

The Company agrees that it will not place S.I.N. numbers on Employee Identification Cards issued or re-issued after April 8, 1988.

LETTER OF AGREEMENT

June 20, 1988

In order to permit installers **to meet** their living expenses when assigned **to** away-from-basejobs, the Company will make two advances of up to ~~\$300.00~~ each as requested by the installer. This amount will be increased when necessary to meet expected living costs. When the installer is reassigned **to work** at his base, these advances will **be** deducted in **two** equal amounts from two **successive** pays.

**LETTER OF AGREEMENT
LOCK-UP FACILITIES**

June 20, 1988

At locations where there are five (5) or more installers the Company will provide appropriate lock-up facilities for installers' tool kits on a local basis.

LETTER OF AGREEMENT
ARTICLE 12 - GRIEVANCE PROCEDURE

June 20, 1988

Should a **grievance** be **raised** by a bargaining unit employee who is temporarily assigned outside the bargaining unit to an installation job in Canada, the Company agrees to pursue the following procedure:

There would be no change **to** any paragraph prior to 12.03.04 (Step **2**) and, should the grievance not be **settled to** the satisfaction of the employee at Step 1, the following action will be taken:

Normal Step 2 and Step 3 procedure, in accordance **with** the collective agreement, will be followed except that the line manager in attendance at the Step 2 meeting will be of Installation **Manager** level or higher, and the Step 3 line representative will be of Installation **Director level** or higher.

**LETTER OF AGREEMENT
RANDOM VACATION DAYS**

June 20, 1988

This will confirm agreement reached during negotiations that employees who are entitled to more than **three** (3) weeks of vacation will be permitted to take their vacation entitlement in random days as follows:

Vacation Entitlement	Random Days
4 weeks	1 week
5 weeks	2 weeks
6 weeks	2 weeks

Scheduling of random days will be by mutual agreement and payment for random days will be made as part of the regular paycheque for the week in which the random day was taken.

**LETTER OF AGREEMENT
RE: NEW EMPLOYEES MEETING WITH
LOCAL UNION**

June 20, 1988

The Company *agrees* that a Union Representative will be allowed to meet with newly hired employees for fifteen minutes at a location mutually agreed to by Installation Management and the Union. All expenses incurred by *the* Union Representative in attending such meeting will be the responsibility of the Union.

LETTER OF AGREEMENT

June 20, 1988

This letter will serve to clarify the mutual concern of both parties in striving to ensure the ongoing safety and welfare of employees. In this regard, the Company agrees that, in cases where employees are absent from work without notifying the Company, a Local Union representative will be verbally notified of such absences prior to the commencement of the absent employee's third shift.

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