

SaskTel

SOURCE	COMP		
EFF.	95	03	26
TERM.	98	03	21
No. OF EMPLOYEES	3600		
NOMBRE D'EMPLOYÉS	SA		

**A G R E E**

between

**Saskatchewan Telecommunications**

and

**Communications Energy and  
Paperworkers Union of  
Canada**

March 26, 1995 to March 21, 1998



1997

04080 06

AGREEMENT

**between**

SASKATCHEWAN **TELECOMMUNICATIONS**

and

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

MARCH **26, 1995** TO MARCH **21, 1998**

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**NOTE:** The use of an asterisk (\*) denotes a clause or provision which has **been** revised in the current Agreement.

**THIS** AGREEMENT made in duplicate this 19<sup>th</sup> Day of December, 1996 A.D.

**BETWEEN: "SASKATCHEWAN TELECOMMUNICATIONS"**, hereinafter referred to as the Company

OF THE **FIRST** PART

AND **"COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA"**, hereinafter referred to as the Union

OF THE **SECOND** PART

In consideration of the maintenance of harmonious relations and settled conditions of employment, and recognizing the mutual value of joint discussions and negotiations on all matters pertaining to working conditions, hours of work and wages, the parties to this Agreement do hereby enter into, ordain, establish and agree to the following terms:

**SECTION 1 -GENERAL**

**ARTICLE 1 - SCOPE**

1. This Agreement shall apply to all employees of the Company **except** the following:

Account **Executive**  
**Accounting Manager**  
Accounts Payable Manager  
Administration Manager  
Administration **Services** Manager  
Administrator  
Administrator **Support**  
**Advertising Director**  
Alliance & Contract Manager  
Assistant **STEPPP** Director  
Auditor  
Benefits **Manager**  
Billing & System Development Manager  
Buildings Construction Manager  
Buildings Manager  
Buildings Property **Manager**  
Building Realty **Manager**  
Business **Communications** Manager  
Business Consulting **Manager**  
Business Development Manager  
Business Manager  
Business **Office** Manager  
**Business** Planner  
Business Solution Manager  
Call Centre Manager  
Capital Management Manager

**SECTION 1 -GENERAL**

ARTICLE 1 -SCOPE (Continued)

Carrier Services **Director**  
**Carrier** Settlements Manager  
Cash **Management** Manager  
**Centralized Services** Manager  
**Chief Financial Officer**  
Client **Network** Design Manager  
**CMR** Manager  
Communications Manager  
Compensation & Evaluation Manager  
**Construction** Manager  
**Contracts** Director  
Controller  
Coordination Manager  
**Corporate Accounting** Manager  
Corporate Budgets Manager  
Corporate Consultant  
Corporate Equity Director  
Customer Assistance Centre Manager  
Customer Finance Manager  
Customer Planning & Design Manager  
Customer Services Manager  
Customer **Services** Support Manager  
Customer Systems Engineer  
Customer Systems Engineering **Manager**  
Data Communications Engineer  
Dealer Channel Manager  
Design Manager  
Development Centre Manager  
**Director** of Competition Planning  
**Director** Custom Applications  
**Director of** Carrier Services  
**Director** of Customer Services  
Director of Engineering & Network  
Director of Finance & Administration  
Director of **Information** Technology & Telecommunication Relations  
**Director** of Marketing  
Director of Personal Communication **System Development**  
**Director** of Planning & Business Development  
**Director** of Procurement  
Director of Regulatory Affairs  
Director of **Research &** Development  
**Director** of **Research** Laboratory  
**Director** of Sales & Implementation  
Director of **STEPPP**  
**Director** of Taxation

SECTION 1 -GENERAL

**ARTICLE 1 - SCOPE** (Continued)

Disability Management Director  
Distribution Manager  
**Documentation** Manager  
Economic Analysis Manager  
Engineer  
Executive Administrator  
Executive Assistant to the President **of SaskTel**  
**Facilities** Design Manager  
**Facilities & ISC** Manager  
Facilities Planning Manager  
**Facilities** Support Manager  
Finance Manager  
Financial Planner  
General Manager **Advanced** Interactive Solutions  
General Manager Call Centre  
General Manager corporate Affairs  
General Manager Corporate **Services**  
General **Manager** Customer **Services**  
General **Manager** Customer Services - Districts  
**General** Manager Customer Services - Regina  
General Manager Customer Services - **Saskatoon**  
**General** Manager Human Resources  
General Manager **Industrial** Relations  
General Manager Information Technology Management  
General Manager Marketing  
**General** Manager Mobility  
General Manager **Network** Performance & Operations  
General Manager Network Planning **Provisioning & Access**  
General Manager Strategic Business **Development**  
Human Resources Analyst  
Human Resources Development **Director**  
Industrial Relations **Director**  
Information Technology Planner  
**Inventory** & Asset Management Manager  
**Inventory Control/Procurement** Director **OP/COE**  
IT Operations Manager  
Land 8 Easements Manager  
**Lawyer**  
Leasing Manager  
Management **Consultant**  
Manager of Access Network  
Manager of Audits & Security  
**Manager** of Buildings & Properties  
Manager of Corporate Affairs  
Manager of Customer **Assistance** Centre



SECTION 1 -GENERAL

**ARTICLE 1 . SCOPE (Continued)**

Manager of Customer Billing Services  
Manager of Customer Services  
Manager of Customer Support  
Manager of Disbursements  
Manager of Distribution & Centralized Services  
Manager of Employee Support Services  
Manager of Financial Analysis  
Manager of Financial Planning & Reporting  
Manager of Financial Systems  
**Manager** of Health, Safety & Environment  
**Manager** of Industrial Relations  
**Manager** of Information Resources  
Manager of Information Technology  
Manager of Land & Easements  
Manager of Marketing  
Manager of Network Operations  
Manager of Network Planning & Standards  
Manager of Network Provisioning  
Manager of Network Systems & Performance  
Manager of Network Technical Assistance  
Manager of Operator Services  
Manager of Product Contribution Reporting  
Manager of Service Excellence  
**Manager** of Settlement Economics/Costing  
Manager of Signature & Support Services  
Manager of Strategic Business Development  
Manager of Training & Development  
Manager Of **Treasury**  
Market Manager  
Marketing Communications Director  
Marketing Director  
Marketing Intelligence Manager  
Marketing Support Manager  
Network Access Methods & Support Manager  
Network Activation Manager  
**Network** Administration Manager  
**Network** Manager  
Network Methods & Support Manager  
Network Operations Manager  
Network **Performance** Manager  
Network Standards Manager  
**Network** Standards Technical Director  
Network Systems Designer  
**Network** Systems Manager  
**Network Transmission** Support Manager

**SECTION 1 -GENERAL**

**ARTICLE 1 - SCOPE (Continued)**

**Occupational** Health Nurse  
**Office** Administration Manager  
**Office** Manager  
**Operations** Manager  
**Operator** Services Manager  
Payrolls Director  
Pioneer **Director**  
Planner  
Planning Manager  
Plans & Technical **Services** Manager  
President & CEO  
**Procurement Director**  
**Procurement/Repair** Manager  
**Product Research** Analyst  
Project Manager  
Provisioning Manager  
**Public Affairs** Director  
**Recruiter**  
Regulatory **Affairs** Manager  
**Repair Manager**  
**Research Engineer**  
Resource **Officer**  
Revenue **Forecasting** Manager  
Safety Manager  
Sales **Manager**  
Sales & Dealer Relations Manager  
Sales & Service Manager  
Sales Support Manager  
Saskatchewan Supplier Development Director  
**Security** Director  
**Security** Manager  
**Selection & Staffing Manager**  
**Senior Advertising Director**  
Senior Auditor  
Senior Business Planner  
Senior Engineer  
Senior Planner  
Senior Vice President Customer Service  
Senior Vice President **Strategic** Business **Development & Administration**  
**Service Excellence** Manager  
Service Manager  
Special Needs Manager  
**Strategic** Business Development Director  
Superannuation & Risk Management **Manager**  
Switching Manager

**SECTION 1 -GENERAL**

**ARTICLE 1 -SCOPE (Continued)**

Stitching Support **Manager**  
Systems Design Engineer & Support Manager  
Systems Engineering Manager  
Systems Manager  
Technology Solutions Manager  
Treasurer  
**Trunking** Manager  
**Trunking Support Manager**  
Vehicle: Manager  
**Vice** President **Corporate** Counsel & Regulatory Affairs  
Vice President Human Resources & **Industrial** Relations  
Vice President Marketing  
Vice President Mobility  
Vice President Network Services  
Vic-e President Sales &Service

2. If during the term of this Agreement the Company proposes to create a new out-of-scope position, or where the Company proposes to assign a new position title to a current position, the Union shall be so advised. A meeting of the parties for the purpose of negotiating such revisions will be held.

The words "employee" or "employees" where used hereinafter shall mean any person or persons covered by this Agreement

**ARTICLE 2 - UNION RECOGNITION AND SECURITY**

1. The Company agrees to **recognize** the Union as the sole collective bargaining agency for the employees **covered** by this Agreement and hereby consents and **agrees to negotiate** with the Union or its representatives in any and all matters **affecting** the-relationship between the Company and its employees. The Company also agrees that the Union may have the assistance of such representatives as it may designate in any negotiations or discussions between representatives of the parties hereto.
2. The Company agrees that if it shall sell, lease, transfer or otherwise dispose of part of its business to a subsidiary of the Company, the Company will **cause the** subsidiary to voluntarily **recognize** the Union as the representative of the **employees** of the subsidiary for the purpose of bargaining collectively.
- 1/3 3. Every employee of the Company who is **now**, or hereafter becomes a member of the Union, shall maintain membership in the Union as a condition of employment, and every new employee shall within thirty **(30)** days after the commencement of employment, apply for and thereafter maintain membership in the Union as a condition of employment.

**SECTION 1 -GENERAL**

**ARTICLE 3 - DISCRIMINATION**

No Discrimination

There shall be no discrimination or harassment with respect to any employee, by reason of age, race, religious beliefs, political affiliation, creed, colour, place of residence, sex, sexual orientation, marital or parental status, physical disability, national ancestry, membership or activity in the Union: unless otherwise approved by the Human Rights Commission.

Grievances arising from this article must be approved by the President of the Local or their designate from which the grievor is a member and glad as par Article 7, Clause 4.

**ARTICLE 4 - CHECK-OFF**

- 2/11 1. (i) The Company agrees upon written request of the Union, to deduct all Union initiation fess, dues and/or assessments on behalf of all employees who are members of the Union, Sub, monies shall be deducted weekly, bi-weekly or monthly and shall be paid to the Secretary-Treasurer of the Communications, Energy and Paperworkers Union of Canada within three weeks of the date of deduction, accompanied by a list of the employees and the amount which was deducted on behalf of each of the employees, together with the total amount of fees, dues and/or assessments which was deducted for the members of each of the Locals within the Union.
- (ii) In the event of a labour/management dispute, the Company agrees to furnish the Union with a statement identifying the total amount of monies deducted for the members of each Local and the total number of members per local.
2. (i) The Company further agrees to furnish the Union monthly with names and locations in respect of new engagements, transfers, resignations, and other retirements from the service.
- (ii) The Company further agrees to furnish the Union monthly with a calculation of the average wage rate for all members of the total bargaining unit.

**ARTICLE 5 - NOTICE BOARDS**

It is agreed mat the Company will provide notice boards for the use of the Union in suitable locations accessible to the employees for the purpose of posting notices of interest to the Union.

**ARTICLE 6 - LEAVE OF ABSENCE**

Leave of absence without pay but with maintenance of seniority and superannuation rights shall be grant-the following circumstances:

**SECTION 1 -GENERAL**

**ARTICLE 6 • LEAVE OF ABSENCE (Continued)**

**1. Union Leave**

- (i) To any designated employee for the conducting of **Union** business;
- 63K, D/3 (a) For a period not in excess of two (2) weeks at any one time, ~~forty-eight (48) hours~~ notice being required; provided, however, time spent by the ~~negotiating committee~~ of the **Union** may, where necessary exceed ~~such two (2) weeks~~.
- 63J/3 (b) For a period not in excess of one (1) year, two (2) weeks notice being required, provided, however, that under this provision not more than two (2) employees per Manager shall be allowed leave at any one time, unless mutually agreed to between the Company and the Union.
- (ii) Any employee who leaves the Company's employ after one (1) year of continuous service, for the purpose of working in an official capacity with the Union or as an officer of the Local Union shall have ~~seniority rights fully~~ protected during such employment with the Union with the right at any time on one months notice to return to the **Company's** employ to the same, or similar work, in which such employee was engaged at the time of leaving ~~the~~ Company's employ.

Such employee shall also have the right to continue participating in the **Company's** superannuation plan in accordance with the provisions of the Saskatchewan Telecommunications Superannuation Act, the Superannuation (Supplementary Provisions) Act. and the Public Employees Superannuation Plan.

Such employee shall also have the right to continue participating in other Company benefit plans in accordance with **SaskTel's** administration of the plans. For the purpose of premiums the employee will be responsible for the employer portion of the premium.

**\* 2. Adoption Leave**

- 61A/018  
59/1 An employee, upon request, shall be granted a maximum of eighteen (18) weeks leave of absence without pay but with maintenance of ~~seniority and~~ superannuation rights immediately following the legal adoption of a child, provided sufficient advance notice is submitted by the employee. To be eligible, an employee must have worked for **SaskTel** twenty (20) weeks in the fifty-two (52) week period immediately preceding the day the leave of absence is to commence.

**\* 3. Parental Leave**

- (i) An employee, upon request at least four (4) weeks before the date on which they intend to commence parental leave, shall be granted such leave without pay but with maintenance of seniority and superannuation rights.

SECTION 1 -GENERAL

\* ARTICLE 6 - LEAVE OF ABSENCE (Continued)

- 63M/3
- (ii) Such parental leave shall be granted for a continuous period of not more than **twelve (12) weeks** to be taken in any combination during the three **(3)** months before or following the estimated date of birth of the child.
  - (iii) Any employee who requests parental **leave** less than four **(4)** weeks **before** the date on which **they** intend to **commence** parental leave shall be granted such leave for a continuous period of **twelve (12)** weeks beginning not earlier than the date of birth of the child and not later than three **(3) weeks** after **the** date of birth.
  - (iv) To be eligible **for** parental **leave** an employee must have worked for **SaskTel** twenty **(20) weeks** in the **fifty-two (52) week** period immediately preceding the day the parental leave is to commence.

4. Maternity Leave

- (i) A pregnant employee will be eligible for sick leave benefits **in** accordance with the **terms** and conditions set forth in Article **24** of this **Agreement**.
- (ii) **An employee** who is pregnant and **who** is eligible may elect to apply for leave of **absence** or **lay-off** by advising **the** Company in writing at least four **(4)** weeks before the day **specified** by the employee's application as the day the employee intends to **commence** the leave or layoff and the length of leave, **along** with a **certificate** from a **qualified** medical practitioner **certifying** that the employee is pregnant and specifying the **estimated** date of birth.
- (iii) To be eligible, an employee must meet the conditions as outlined in Part IV of the **Labour Standards Act** and must have worked for **SaskTel** twenty **(20) weeks** in the **fifty-two (52)** week period immediately preceding the day the leave of absence is **to** commence.
- SA/1027  
So/1 (iv) An employee **who** applies for leave of absence in accordance **with** clause (ii) shall be granted leave of absence without pay **but** with maintenance of **seniority** and **superannuation rights** for a **period** not **exceeding** **twenty-seven (27)** weeks commencing at any time during the period of twelve **(12)** weeks immediately preceding the estimated date of birth.
- (v) **Notwithstanding** clause (iv), where the actual date of birth is later than the estimated date of birth, the employee is entitled **to** not **less** than six **(6)** weeks **leave after** the actual **date** of birth.

**ARTICLE 6 - LEAVE OF ABSENCE (Continued)**

- (vi) In conjunction with the **Company's Supplemental Unemployment Benefits (SUB)** plan, an employee **who has been granted maternity leave** under the terms of Article 6, Clause 4 shall be entitled to **Extended Sick Leave** benefits in **accordance** with the following:
- S&B/002 (a) The **employee** will be entitled to an initial two (2) week period of **Extended Sick Leave Benefits** for which no medical evidence of disability is required.
- (b) The employee **will** be entitled to additional **Extended Sick Leave Benefits** beyond the two (2) week period described in clause (vi) (a) provided the employee provides medical evidence of disability stating specifically why the employee would be until to return to work. The Company may require periodic medical evidence from time to **time** as the disability continues.
- (c) The employee will **be** required to apply for and be **entitled** to **Unemployment Insurance benefits** before **Extended Sick Leave** benefits **become** payable.
- (d) The amount of **Extended Sick Leave** benefit paid will be the **difference between** the weekly **Unemployment Insurance** benefit and **95%** of the employee's regular weekly wage **rate**.
- (e) The **Extended Sick Leave benefit** will be paid due to bona fide medical reasons due to pregnancy, delivery and post delivery.
- (f) The employee must have sufficient unused **Extended Sick Leave** benefits available to qualify for the SUB plan, however accumulated sick leave benefits will not be reduced. Benefits will be counted to the nearest half day, based on the percentage of wages paid by **SaskTel** in determining entitlement.
- (vii) Notwithstanding clause (iv), the employee may **elect to** interrupt maternity leave after completing the two **week** period **provided** for in clause (vi)(a), if the child is **unfit** to be discharged from hospital following birth. The employee may resume the maternity leave when the child is discharged provided that any remaining leave is used **within a 52** week period starting **from the expected** date of birth or the actual date of **birth**, whichever is later.
- (a) **If** the employee interrupts maternity leave and returns to work and is subsequently absent from duty on account of illness, the provisions of Article **24 - Sick Leave** will apply until the child is discharged or the duration of the illness, whichever comes **first**.
- (b) **If** the employee interrupts maternity leave and is unable to return to work due to-bona fide medical reasons due to pregnancy delivery or **post** delivery. the **provisions** of Article **24 - Sick Leave** will **apply** until **the** child is discharged or the duration of **the** illness, whichever comes first.

SECTION 1 -GENERAL

**ARTICLE 6 - LEAVE OF ABSENCE** (Continued)

- (viii) Employees **who** apply for **lay-off** will **be** considered laid off **without** pay for a period not in **excess** of one (1) year and the provision of **Section 1, Article 9, Clause 1 (iv)** shall apply, **subject** to the following:
  - (a) An employee laid off shall **be** checked out in the usual manner.
  - (b) An employee laid off shall **continue** to receive coverage under the Group **Life** Insurance Policy for a period of one (1) year by deduction of the employee's **portion** of the premium: such deduction to **be** made at the time the employee is checked out and adjusted when the employee **returns to work or resigns**.
  - (c) An employee laid off shall **be** returned to work **if** a suitable position is available and at the wage **rates** for such a position
  - (d) An application for a Posted Position will be accepted from an employee laid off **provided** she has advised the Human Resources Department in **writing** that she wishes to return to **work**, prior to the date the posting was issued.
- (ix) Notwithstanding clause (viii) **the** lay-off will be extended by a maximum of three (3) months **if** notice of intention to return is given prior to the tenth (10th) month **and** no suitable Position is found prior to the end of the twelfth (12th) month.
- (x) **Before** returning to work, the employee shall provide the Company with a written **certificate** from a doctor stating she is **fit** to return to **work**. An employee may elect to return to **work** prior to the end of her scheduled leave of absence, by advising the Company in writing at least **two (2)** weeks prior to the date she intends to return.
- (xi) **An** employee who does not qualify or apply for leave of absence or lay-off or **does** not report for work by the end of the stipulated post-natal leave of absence or within twelve (12) months of **lay-off** shall have her **services** terminated.

63N/3

5. Personal Leave

**Subject** to **service** requirements leave of absence shall **be** granted to employees for good and **sufficient** reason. **Such** leave shall be granted without **discrimination**.

- 6. The parties **agree** to meet and **discuss** maternity, parental and adoption leave if there is a **change** in **provincial/federal jurisdiction**.
- 7. **All** requests for leave of absence in **excess** of two (2) days shall be in writing.



**ARTICLE 7 - GRIEVANCES**

1. The **term** "grievance" as used in this agreement shall mean: Any complaint made either by an individual employee or a group of employees contending that such employee or employees are **being prejudiced** as a **result of misinterpretation or misapplication** of any of the **terms of this agreement**, or discrimination in the application of any of the terms of this agreement or the wage schedules from time to time in **effect**, or **discrimination** in the application of any of the Company's policies, practices, routines or rules. Any request For a change in the provisions of this agreement shall be an item for collective bargaining.
- \* 2. A **grievance arising** during the **term of** this agreement shall be processed initially by the steward with the immediate manager of the employee, or employees, involved; or the immediate manager where the grievance **occurred**. Grievances pertaining to bypasses of employees on postings must be filed within Forty-five **(45)** days of the appointment **date** or will not be considered. The immediate manager shall render a decision within two **(2)** working days of being notified of the grievance.
3. IF the grievance is not adjusted in the preceding first step, an appropriate Union representative may present the grievance, in writing, to the next higher level of management  
**eg. 'Manager of ...'**  
The appropriate levels of management in these steps of the procedure shall render a decision within three **(3) working** days of being notified of the grievance.
4. In **the** event that the grievance has not been adjusted in the previous steps, it shall be referred to the General **Manager** concerned by the appropriate Union representatives. The General Manager Shall, within twenty **(20) working** days of being **notified** of the grievance, **meet with** representatives **of the** Union and render a written decision.
5. If the grievance has not been adjusted in the preceding steps, an appropriate Union representative **and/or representatives** (hereinafter referred to as the "grievance committee") shall **notify** the President of the grievance and within five **(5)** working days, the President or designate shall establish a meeting date for the grievance hearing. Following the grievance hearing, the President or designate shall render a written decision within **fifteen (15)** working days.
6. **Where** an employee has been suspended or discharged, resulting **in** a loss of wages, the Union may bypass the second and third steps of the grievance process and proceed directly to the President's step (in accordance with Clause 5

**SECTION 1 -GENERAL**

**ARTICLE 7 -GRIEVANCES (Continued)**

above) upon receipt of the grievance decision of the immediate manager or on expiration of the immediate managers time limit if no response is received. In requesting a hearing at this step the Union shall indicate that the preceding steps of the grievance process have been bypassed.

7. For the purpose of Clauses 2, 3, 4 and 5 hereof, the persons duly authorized to act for and in the place of the Company's representatives mentioned therein during their absence, shall Similarly, be authorized to act in respect to the procedure outlined herein.
8. Any grievance decision in writing rendered by the management level in Clause 4 shall be reviewed and a decision rendered as to further action by the Union within sixty (60) days.
9. At any stage of this grievance procedure, the employee or employees concerned may be present or be required to attend by either party.
10. The Union shall notify the Company of the personnel of its grievance committee and of any changes in personnel.
11. As far as practicable, all grievances will be dealt with on the Company's time, and no employee or member of the grievance committee will suffer loss of pay by reason of the time spent in discussing grievances with the representatives of the Company.
12. The Company agrees to pay all necessary and reasonable travelling expenses incurred by a member of the grievance committee, including board and lodging, when a member is required to attend a meeting which has been called by the Company outside such member's headquarters. Such expenses to be limited to three (3) members.
13. Any grievance involving a group or groups of employees may be commenced at the step of the grievance procedure involving the first designated representative of the Company having jurisdiction over the employees affected or subject matter concerned.
14. If the Company has a grievance against the Union the grievance may be submitted in writing by the President to the Union. Representatives of the Union shall meet the President to discuss the grievance within five (5) working days of notification that there is a grievance and the Union shall render a decision within five (5) days of such discussions.

SECTION 1 -GENERAL

**ARTICLE 8 - ARBITRATION**

1. **Any** grievance which has proceeded through the grievance **procedures** set forth in Article 7 of this Agreement and which **is not** settled to the satisfaction of both parties to this Agreement **may** be submitted to arbitration **upon** written **notification** of either party to the other. **Such** notification shall be given within sixty **(60)** days of the final decision having been rendered.
2. An Arbitrator shall **be selected** by mutual agreement between the Company and the Union as soon as is practicable **following** the notification referred to in Clause 1 above.
3. The hearing shall take **place** as promptly as possible.
4. The Arbitrator shall not have the power to amend, **cancel** or add to the terms of this Agreement and in rendering a decision shall be bound by the terms of the Agreement.
5. The award of the Arbitrator shall be given within a reasonable period after the close of the proceedings and shall be final and binding upon both parties.
6. The expenses of the Arbitrator shall be borne equally by the parties. The expenses of representatives or witnesses shall **be** the responsibility of **the** party **they** represent.

**ARTICLE 9 - SENIORITY**

1. The seniority of an employee shall **be** based upon cumulative service with the Company and shall date from the time the employee first entered the service of the Company subject to the following:
  - (i) No employee shall acquire seniority until said employee has been in the **service** of the Company for a period of three **(3)** months, when seniority shall be retroactive to date of **hiring**;
  - (ii) An employee's service shall be considered broken by reason of:
    - (a) Dismissal **for just** cause;
    - (b) Voluntary resignation or termination;
    - (c) Continuous **lay-off** due to lack of work for a period in **excess** of twenty-four **(24)** months;
    - (d) Failure to report to work within one **(1)** week after the termination of a leave of absence, unless the employee can give a reason satisfactory to the Company for such failure to **report** in the time prescribed.

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SECTION 1 -GENERAL

ARTICLE 9 - SENIORITY **(Continued)**

- (iii) An employee who leaves the Company after six **(6)** months continuous service and is subsequently **re-engaged**, shall, **after five (5) years** continuous service, automatically be credited **with** previous service for seniority purposes. Periods of service of less than one **(1)** year **prior** to May **1, 1996** shall not **be** a-edited. **Periods of service** of less then six **(6)** months subsequent to May **1, 1996** shall not be credited.
- (iv) An employee's seniority shall **not** accumulate during periods of **lay-off**, except that this provision shall not apply for periods of **less** than ninety **(90)** days or for the first ninety **(90)** days **in** any extended period of lay-off.

**2. Part Time and Temporary Seniority**

- (i) Part Time and **Temporary** seniority shall be accumulated as follows:

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- (a) Accumulation of seniority for **time** spent working part time will be in **accordance with** the rules outlined in Appendix I, II, III and/or IV.
  - (b) Seniority shall be based upon **cumulative** service **with** the Company tither full time, part time of temporary.
  - (c) Seniority will **be** continuous if an employee changes status between full time, part time and temporary **where** there was no real break in **service**.
- (ii) (a) Full time, part time and temporary employees will have equal rights to bid on posted positions and will **compete** on an equal basis for **appointment** to such positions.
  - (b) Part time **employees** will be **considered** for temporary positions, if they so desire, within the same job classification and location, provided they meet **the** qualifications for such **position**.
- (iii) **Part time** and **temporary** employees will be included on the regular **seniority** roster as prepared by the Company.
  - (iv) Part time seniority will **be** used to determine release or lay-off of part time employees based upon location and classification.

**3. Bridging of Seniority from Out-of-Scope**

- (i) Out-of-scope employees, excluding employees on **Stentor** Alliance assignment, returning to the scope of the Agreement will bridge **their** previous In-scope seniority **after** five **(5)** years continuous service In-scope or an **amount** of time equal to the length of time they were outside the scope of the Agreement, **whichever** is the shorter **period**.

**SECTION 1 -GENERAL**

**ARTICLE 9 - SENIORITY** (Continued)

- (ii) Employees returning from **Stentor** Alliance assignments to the scope of the Agreement will bridge their seniority immediately, including all such time **spent** on **Stentor** assignment.

**4. Seniority Roster**

The Company **will** prepare and post, by March of each year, in places accessible to all employees, rosters showing seniority as to length of service, job **classification** and status (**ie:** full time, part time or temporary) of all employees as at **December 31** St, of the preceding year.

The rosters **will** be open to protest for a period of sixty (**60**) days from date of posting, and on presentation by an employee or Union representative of proof of **error**, a **correction** shall be made immediately. Any corrections shall be **shown** on a supplementary sheet The Company will supply copies of the complete roster to each Local and to the representative of the Communications, Energy and **Paperworkers** Union of Canada so designated by the Union.

**\*ARTICLE 10 - PROMOTIONS, VACANCIES AND TRANSFERS**

1. With respect to vacancies or **new** positions coming beyond the scope of the **Agreement**, excepting only the positions of President, Senior **Vice** President, **Vice** President and General Manager, notification Of intention to fill such positions shall **be** posted, and applications received from employees will receive every consideration, The Company shall supply the Union with a copy of all postings at the time such postings are issued. The name of the appointee to such posted position will also receive general posting and the Union will be supplied **with** a copy of **same**. Wherever possible, such positions shall be filled **from** the **Company's** staff.
2. With respect to vacancies or **new** positions coming within the scope of the Agreement, employees shall be **entitled** to apply for such vacancy or new position by means of a written application, Employees are encouraged to **include** a resume.
3. **Posting Procedure**
  - (i) An entrance job notice or vacancy posting **will** be **issued within** seven (7) days of the vacancy **occurring** and such postings shall **be** numbered **consecutively** for the calendar year. Where the Company is considering not **filling** a vacancy in a position it shall make every reasonable effort to **notify** the Union when such a situation occurs.

SECTION 1 -GENERAL

**ARTICLE 10 - PROMOTIONS, VACANCIES AND TRANSFERS (Continued)**

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- (ii) All positions to be filled shall be **posted** in places reasonably accessible to all employees and **issued through the office** of the General Manager - Human Resources. A **period** of at least ten **(10)** days from the date of **issuance** of the posting shall be **provided** to employees in **which** to make application for the posted position. All applications for such positions shall **be** directed to **the** addressee set **forth** on the **vacancy** posting.
- (iii) The Company **will** supply the Union with a copy of all postings at the time such postings are issued.
- (iv) Applications for **posted** positions must be **received** by the addressee set forth on the posting no later than the closing date stated on the **Posting**. Immediately **following** the closing **date** the Company shall supply the Union with the list of applicants including their seniority, present classification and location.
- (v) **If** additional vacancies in the same job and same location occur **prior** to the closing date of a posting, or within **14** days **following** the dosing date, such jobs may be included. In such cases the Union shall be **notified prior** to the posting being **increased**.  
  
If beyond **14** days, any expansion must be negotiated with the union.
- (vi) **The** name of the **successful** applicant to a posted position will **receive** general posting and the Union **will** be supplied **with** a copy of such posting.
- (vii) The appointment to such **position** shall be made within **twenty-one (21)** days following the closing date **stated** on the **entrance** job **notice** or vacancy posting.
- (viii) If an appointee either receives **another** job or withdraws within a period of up to four weeks following the closing date, a new posting shall not be **required** providing **there** are suitable additional applicants. **In** such cases the Union shall be **notified** prior to the appointment,

**4. The following jobs are considered entrance jobs:**

Craft - **Apprentice - Trunking & Switching** Technician, **Facilities** Technician, Customer Services Technician; **Trunking & Switching** Technician; Facilities Technician; **Customer** Services Technician. Assistant Shop Technician. Shop Technician I, Shop Technician II. Building Service Assistant. Auto Mechanic I; Heavy Duty Mechanic. Shipper Receiver Storekeeper.

**ARTICLE 10 - PROMOTIONS, VACANCIES AND TRANSFERS** (Continued)

Operator Services - Operator.

Clerical and Administrative Staff-Clerical Associate I, Auto Messenger; Building Delivery Attendant; ~~Multith~~ Operator. ~~Draughting~~ Technician Trainee; ~~Draughting~~ Technician I, Trainee (Schedule 7); ~~Marketing~~ Trainee; Engineering Assistant; Technical Assistant; Administrative Assistant; Accountant; Planning Assistant; ~~Public Affairs~~ Assistant; Personnel Assistant; Graphics & ~~Display~~ Assistant; ~~Development~~ Analyst Marketing Research Assistant I, Marketing Research Assistant II.

Systems Staff-Programmer Analyst.

5. Entrance Jobs

- (i) **When** filling entrance jobs, the Company will first give consideration to employees **who** apply and **meet** the requirements of the job to be filled. **If** filling internally, in accordance with **the** foregoing criteria the employee with the most **seniority** shall be **appointed** to the position. The **Company** maintains the right, **however, to fill** such **entrance** jobs by hiring **from** outside the Company.

6. Non-Entrance Jobs

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- (i) Positions shall **be filled** on the basis of **seniority as** per the most current **seniority roster, merit and ability** being **sufficient** to **perform** the duties required for the **position** to be filled.
- (ii) Where, in the opinion of the Company, no suitable applications **are received** in **respect** of a posted position, the Company shall **notify** the Union of same and **upon** request, will advise **the** Union of the reasons that the **applicants** for said position were not considered suitable.
- 7 (i) The Company and Union agree that merit and **ability** shall be interpreted in the following manner. An employee to possess Merit and Ability:
- (a) shall not be **expected to give** superior or unusual performance,
  - (b) **shall be** expected to give approximately average performance.
  - (c) shall not be **expected** to give just "get by" performance
- (ii) It is **agreed** that seniority shall prevail in some of the lower level positions **which** do not require so many skills. It may be, however, that some of **these** lower level positions will **require consideration** of **factors** that are difficult to measure or **are** not normally set forth in a job description such as personality or physical condition.

SECTION 1 -GENERAL

ARTICLE **10 - PROMOTIONS, VACANCIES AND TRANSFERS** (Continued)

- (iii) It is agreed that some of the higher level positions do require skills, experience, and knowledge that **are** pm-requisites to promotion and constitute minimum qualifications. It is agreed that when an employee takes a new job said employee possesses the minimum qualifications before **being appointed**. Such employee will, however, have a reasonable time to adjust to the new position and to some new procedures that are **peculiar to the** new position. **That** period of time **will** vary with the position.
- 8. An employee **who** has been appointed to a **posted position** shall not be **entitled** to apply for another lateral or **lower** rated position within a period of twelve (12) months from the appointment date, except in the case of application for relocation to another **town** or city, in which **case** the Company will only pay for one (**1**) move per calendar year.
- 9. **When** an employee **is** appointed to a **posted** positron, or whose **position** is upgraded through the Clerical Job Evaluation Plan, in a higher group or having a higher wage schedule:
  - (i) A **wage** adjustment shall be made at the effective date of the **appointment** equal to at least the minimum rate in **such** higher group or **schedule**.
  - (ii) **If** the employee has **already** reached or surpassed the minimum rate in the higher group or schedule a wage adjustment shall **be** made at the effective date of the appointment equal to not less than the **next** higher rate in the higher group or schedule.
  - (iii) Where the adjustment in **accordance** with paragraph (i) or (ii) above would provide an **increase** of **less** than five percent (**5%**) of the employee's wage rate the employee shall advance to the applicable step in the higher group or schedule **which** provides such increase
  - (iv) The **provisions** of paragraphs (i), (ii) and (iii) above notwithstanding, the wage adjustment shall not, in any event, exceed the maximum rate for the job to which the employee has been appointed.
  - (v) **The** establishment date for subsequent progression increases shall be the **effective** date of the **appointment**.
  - (vi) The foregoing provisions of this **clause** notwithstanding, when an employee is appointed to a posted position **which**, at the time of such appointment the employee has been **occupying** in a relieving **capacity**



**SECTION 1 -GENERAL**

**ARTICLE 10 - PROMOTIONS, VACANCIES AND TRANSFERS** (Continued)

pursuant to clause 11 below, for a continuous period of not less than six (6) months, the employee's wage progression in effect while in relief of that position shall continue uninterrupted following such appointment.

(vii) If the employee is prevented, by action of the Company, from assuming the posted position within three (3) weeks after the date of the appointment posting, the appropriate wage adjustment shall be effective on the Sunday nearest the expiration of such three (3) week period, and this shall be the establishment date for subsequent progression increases.

10. If an employee is required temporarily, for a continuous period of two (2) working days, to perform the duties of a higher position than that of which the employee is incumbent such employee shall be paid for the whole of the period spent in said position at not less than the minimum rate in the scale for such higher position; where the salary received in the employee's own position exceeds the minimum for the position in which the employee is substituting, the rate of pay shall be not less than that of the nearest higher rate for the higher position. If an employee has been paid a differential for the higher position, the higher position rate shall only apply for the period in excess of two (2) consecutive working days, when the differential shall be discontinued.

25A 11 In the selection of employees for training first consideration will be given to seniority, however, seniority may not be the sole factor determining who receives training. Training shall include the selection of employees to relieve in temporary vacancies and on higher rated jobs. Wherever possible opportunity shall be afforded employees through training to qualify for higher positions.

**ARTICLE 11 - TRANSFERS AND TRAVEL EXPENSE**

1. **Temporary Transfers**

When it becomes necessary to temporarily transfer employees, the following conditions shall govern:

- (i) Wherever possible, seven (7) days notice shall be given to the employee being transferred.
- (ii) All transfers shall be on a voluntary basis except for emergencies.
- (iii) All transfers shall be for a period not to exceed a continuous sixty (60) calendar day period.

## SECTION 1 - GENERAL

### ARTICLE 1 t - TRANSFERS AND TRAVEL EXPENSE (Continued)

- (iv) The above **sixty (60)** day limitation shall not apply to employees temporarily **transferred on a special project** or **seasonal** basis, or transfers **necessary** to fill individual vacancies **caused** by vacations, sickness or other excused **absences**. Such **transfers** may be for the **period** of the **project** or the **season**.
- (v) **During the period** of the transfer, transferees shall receive actual living **expenses** for **the** period of the transfer or a living allowance to cover such **costs**.
- (vi) The above provisions shall not apply to employees transferred for training.
- (vii) During the period of the temporary transfer there shall be no reduction in the rate of pay.

### 2. Permanent Involuntary Transfers or Reclassifications

Where It becomes **necessary** to involuntarily transfer and/or reclassify employees and no **net** reduction of the **Company's** total staff will result:

- (i) The most junior employee in the location, in the surplus classification who can meet the requirements of **the** vacant position with minimal training and job experience not to **exceed** eight **(8)** weeks, will be **designated** for transfer **and/or** reclassification.
- (ii) The employee so **designated** in paragraph (i) shall have the right to bump the most junior employee in the same or similar Classification, in the same location, providing the designated employee can meet the requirements of the bumped position with a reasonable amount of retraining, not to **exceed** eight **(8)** weeks, and that the bumped employee **can** meet the requirements of the vacant **position** with a reasonable amount of retraining, not to **exceed** eight **(8)** weeks. The bumped employee will then be transferred and/or **reclassified** to the vacant position and has no further bumping rights related to this particular **involuntary** transfer **and/or** reclassification.
- (iii) Employees so designated or bumped under **the terms** of this clause shall receive a minimum of **fourteen (14)** calendar days **notice prior** to the **effective** date of **the** transfer and/or reclassification.
- (iv) The **Company** will **notify** the Union at least seven **(7)** calendar **days prior** to any notification being given to the employees concerned.
- (v) Every **employee involuntarily** transferred and/or reclassified by the Company shall be afforded **the** opportunity upon request in writing to retransfer **and/or** reclassify to their former **classification** or a similar

SECTION 1 -GENERAL

**ARTICLE 11** -TRANSFERS AND TRAVEL EXPENSE (Continued)

classification for which the employee is qualified at the original location from which such employee **was** transferred when the opportunity arises. The order in which such **employees** may retransfer shall be in accordance with their seniority.

The Company will not fill a vacancy in the same or similar classification, in the original location, for **which an** employee who has been involuntarily transferred **and/or reclassified** could qualify, by new hires or appointments from outside the **location**.

- (vi) All employees transferred under this clause, either voluntarily or involuntarily, **and/or subsequently** retransferred will have all normal moving expenses paid by the Company in **accordance with** the provisions of corporate **Procedure 144.01**.
- (vii) Employees reclassified in **accordance** with this Clause will remain at the same step of their previous wage schedule, if such is above the maximum rate of their new classification: however, such employee will be eligible to receive general Union increases. Employees whose wage rate is not above the maximum rate of their new **classification**, at the time they are reclassified, **will continue** on wage **progression** on their previous wage schedule until their wage rate **equals** or surpasses the maximum rate of their new classification.
- (viii) Employees temporarily reclassified under the terms of this clause to a higher rated position having the **same** basic hours of work shall be placed on the new wage schedule at the step which provides the nearest higher rate of pay than their previous wage rate and progress in the normal manner on that wage schedule.

If their new position entails an **increase** in the basic hours of work they will be placed on their new wage schedule in accordance with the foregoing paragraph but with an adjustment of one additional **wage** step on that schedule.

- (ix) No employee shall be permanently reclassified to a higher rated position (i.e., no permanent upgrade) through the implementation of this clause unless mutually agreed by the Company and the Union. An employee **temporarily** reclassified to a higher rated **position** under the terms of this clause shall not remain in such position for longer than twelve **(12) months** without mutual agreement of the Company and the Union.
- (x) All requests for **voluntary** transfer **and/or** reclassification will be **considered** prior to implementing the initial involuntary move provisions of **this** clause.

**SECTION 1 - GENERAL**

**ARTICLE 11 - TRANSFERS AND TRAVEL EXPENSE (Continued)**

In such cases after canvassing each of the employees in the affected area or group the most senior qualified volunteer will be permitted to transfer/reclassify. In the event of voluntary transfers the retransfer provisions of paragraph (v) above are not applicable.

- (xi) The Company and the Union agree that, due to compassionate grounds, the seniority provisions of this clause may be waived following negotiation between the parties.
- (xii) If employees are transferred and/or reclassified for just cause, the Company will notify the Union immediately of the reasons for such action.
- (xiii) Employees designated for transfer and/or reclassification or bumped under this clause shall have the option to take a voluntary location lay-off in accordance with the applicable provisions of Article 12.

**3. Cost of Transfers**

When an employee is transferred under the following circumstances:

- (i) When appointed to a permanent full time position, except in cases involving downgrades or temporary employees. (NOTE: Senior District Technician will be treated as a Customer Services Technician in determining eligibility for paid moves.)
- (ii) At the request of the Company,
- (iii) When in the Company's opinion such transfer is justified.
- (iv) When retransferring back to an employee's original location from an involuntary transfer, such employee shall be allowed reasonable time off to arrange the move and shall suffer no loss in regular pay therefore.

The Company will pay for:

- (i) Transportation expenses for the employee, the employee's immediate family, and household effects.
- (ii) Actual living expenses for a reasonable time and thereafter an allowance where necessary. An employee shall only be entitled to living expenses or allowance where every reasonable effort is being made to secure living accommodation.

**4. Home Sales Assistance Plan**

A Home Sales Assistance Plan will apply to all relocations subject to the following conditions:

SECTION 1 -GENERAL

ARTICLE 11 • TRANSFERS AND TRAVEL EXPENSE (Continued)

- (i) **If** moving under Section 1, **Article 10** the plan will **be** available to each employee every five **(5)** years or sooner if in the Company's opinion a move is **justified**.
- (ii) **The** plan will be available **when** the provisions of Section 1, **Article 11, 12, 13** are invoked.
- (iii) The plan **will** not apply to employees **who** move to a **lower** rated position unless in the Company's opinion such a move is justified.
- (iv) The employee must qualify for payment of moving expenses under Section 1, **Article 11, 12 or 13**.

5. Travelling Allowance

- (i) Employees, **when** required by the Company to travel outside of their regular **working** hours, within the **province**, shall be paid at overtime rates for each such **hour** spent in **travelling**. This **provision does** not apply to time spent in **travelling** at the employee's **option** nor for the purpose of attending training **courses**.
- (ii) Transportation and actual living expenses shall be allowed free of cost to all employees **when** travelling from one job to another during the **course** of their **normal** work. Where the Company does not provide transportation the employees will be allowed **bus** transportation costs, or the normal corporate mileage allowance when **authorized** to use a **private vehicle** in accordance with Corporate Procedure **060.70**.
- (iii) Employees detailed away from headquarters upon a job or on training, will be allowed actual living expenses, or by mutual agreement a living allowance in **lieu** thereof, for all time spent away **from** headquarters.
- (iv) Employees working within a radius of **fifty (50)** kilometres of their base location will be allowed to travel to and from that location on Company time. Such employees working outside a radius of **fifty (50)** kilometres but within a radius of one hundred **(100)** kilometres of their base location may return to base overnight and will be **allowed** a maximum of one **(1)** hour travel time to get there and return to the work location next morning. The actual travel time will be mutually agreed to **between** the employee and the employee's manager, except for certain cases when the **work** load demand **will necessarily** establish the hours worked.
- (v) Employees on construction **or** special projects remote from their headquarters shall be allowed to travel to the work location at the commencement of the **work** and return to their headquarters at the

SECTION I- GENERAL

ARTICLE 11 - TRANSFERS AND TRAVEL EXPENSE (Continued)

expiration of the **work week** on Company time wherever possible; otherwise, in unusual **circumstances**, they shall be paid at overtime rates for the **time spent** travelling, in lieu of travelling on Company **time**, at the option of the Company. Where a **legal** holiday falls on a normal **working** day the provisions for weekend travel shall apply.

- (vi) Construction employees dismissed **will** be furnished with or allowed transportation costs to their headquarters, except those dismissed for **cause**.
- (vii) Funds shall be advanced to cover employees expenses when necessary. Employee's **weekly expense accounts** shall be made up and sent to **headquarters** on the first day of **each** week.

6. Home Board and Lodging

- (i) An employee **who** is entitled to living expenses under the **terms** of this **Agreement** may elect, with the **approval** of said employee's immediate manager, to claim home board and **lodging** in lieu of **actual living** expenses.
- (ii) The **amount** payable shall be calculated on the **basis** of the following:

<b>Breakfast</b>	<b>\$2.00</b>
<b>Dinner</b>	<b>\$3.00</b>
<b>Supper</b>	<b>\$4.00</b>
<b>Lodging</b>	<b>\$6.00</b> per night
- (iii) If an employee has occasion to claim actual living expenses while in receipt of home board and lodging, the home board and lodging shall **be reduced** accordingly.

7. Living Allowance

Where mutually agreed, in unusual **circumstances**, an employee may be paid a living **allowance** in lieu of actual living expenses. **This** allowance **will** be based on reasonable and actual costs and shall not exceed that of hotel, meals, laundry, and miscellaneous **expenses**.

ARTICLE 12 -JOB SECURITY AND LAY-OFF

JOB SECURITY

5/1 No permanent **employee** with two (2) or more years service will be laid off **as** a **direct** result of work regularly **performed** by the classifications **covered** by this Collective Agreement being contracted out.

SECTION 1 -GENERAL

ARTICLE 12 - JOB SECURITY AND LAY-OFF (Continued)

LAY-OFF

27/c In the event of a lack of work situation, or movement of a present SaskTel work operation outside of the SaskTel bargaining unit, which would result in a net reduction of the Company's total staff complement the most junior employee in the affected classification in the designated location would be declared surplus. The following provisions apply to such employee:

1. Bumping Rights

- 27/e
- (i) First bumping option - Employee declared surplus bumps the junior employee in the location in the same or a similar classification providing said employee can meet the requirements of the job with a familiarization period of four (4) weeks or less.
  - (ii) Second bumping option - Employee declared surplus bumps the junior employee in the location providing said employee can do the basics of the job with minimal training and job experience (not to exceed eight (8) weeks).
  - (iii) Third bumping option - Employee declared surplus bumps the junior employee in the Company in the same or a similar classification providing the employee declared surplus has at least one (1) year seniority and can meet the requirements of the job with a familiarization period of four (4) weeks or less. The Company will pay relocation expenses on bump and return.
  - (iv) Fourth bumping option - Employee declared surplus bumps the junior employee in the Company providing the employee declared surplus has at least one (1) year seniority and providing said employee can do the basics of the job with minimal training and job experience (NOT to exceed eight (8) weeks). All relocation and return costs will be borne solely by the employee. Return rights will exist as detailed by S(i).
  - (v) The above options must be taken in sequence commencing with the first bumping option. An employee who qualifies for one of the options will not be allowed to proceed to the next bumping options.
  - (vi) Permanent employees declared surplus who have not been placed after having exercised the first and second bumping options shall be entitled to a Sub Plan Lay-off Allowance as set forth in Clause 2 below. Employees will only have the right of recall in that location Employees will have the opportunity to change their status on one occasion only; a date for the change of status will be mutually agreed to between the Company and the Union.

ARTICLE 12 -JOB SECURITY AND LAY-OFF (Continued)

- 30/2
- (vii) Permanent employees who have not been placed after having exercised the first and **second** bumping options **may** receive a **Termination Allowance** rather than a **Sub Plan Lay-off Allowance** as set forth in Clause 3 below. The **election for either a Sub Plan Lay-off Allowance or a Termination Allowance must be made within five (5) days of exercising the said bumping options.** Such election shall be **made** in writing and delivered to the Company. Acceptance of **such** allowance will be considered a **voluntary resignation** and the employee **shall forfeit** all rights to **Sub Plan Lay-off Allowance** as in Clause 2 **below**, and all recall rights as in Clause **8** below.
  - (viii) Employees having less than three **(3)** months seniority have no bumping or recall **rights**.
  - (ix) The **following** time limits will apply when exercising bumping options:
    - (a) Two **(2)** working days if a move is not required.
    - (b) Seven **(7)** calendar days **where** a move is **required**.
  - (x) It is **understood** prior to permanent full time employees being affected by a **lay-off, temporary** and **part** time employees will be laid off **first**. Where **permanent full time** employees can qualify for their positions through **bumping and where the Company** and the Union can **agree to** ways and means to maintain **service, part** time and temporary positions may be retained and filled by permanent full time employees. It is further understood that **temporary** employees hired as Short Term Overload, **Seasonal** Employees and **Co-op** Students **will be laid off** prior to part time **employees** within the same department.
  - (xi) In defining the term "same or **similar**" in **paragraphs (i)** and (iii) above, it is **understood** that it shall apply to all classifications in the applicable section of **the Collective Agreement**. For example if an employee covered by Section 2 Craft is **declared** surplus then all **classifications** in Section 2 Craft will be considered "same or **similar**" in the application of this clause.
  - (xii) Under the provisions of paragraphs **(i)**, (ii), (iii) and (iv) above, positions in a location which are vacant or filled by **temporary assignments** will be **considered to be filled** by an employee **with zero** seniority **for the purpose** of bumping.
  - (xiii) **When** more than one employee in a **location** is being declared surplus at **the same time, the** most senior of the surplus employees will be the first to be **processed through** the bumping **provisions**



SECTION 1 -GENERAL

**ARTICLE 12 - JOB SECURITY AND LAYOFF (Continued)**

- (xiv) A" employee bumped during this **procedure** will be **declared** surplus and placed in the **group** still to be **processed**, if any, in accordance with such **employee's** seniority
- (xv) Seniority for the Purposes of Article **12** will be the seniority as of the effective date of the surplus condition,
- (xvi) For the purposes of defining the **term** "Junior Employee" in paragraphs (j) and (iii) **above**, it will be **understood** to mean: The most junior employee **who** is in a position that the surplus employee could meet the **requirements** of the job with a **familiarization** period of four (**4**) weeks or less.
- (xvii) For the purposes of defining the **term** "Junior Employee" in paragraphs (ii) and (iv) above, it **will be** understood to mean: The most junior employee **who** is in a position **that** the surplus employee can do the **basics** of the job **with** minimal training and job experience (not to exceed eight (**8**) weeks).

2. • (i) Sub Plan Layoff Allowance

<u>Seniority on Date of Lay-off</u>	<u>Sub Plan Lay-off Allowance</u>
	<u>Entitlement</u>
less than one year	0 weeks
<del>1 year</del> less than 2 years	4 weeks
<del>2 years</del> less than 3 years	5 weeks
<del>3 years</del> less than 4 years	6 weeks
<del>4 years</del> less than 5 years	7 weeks
<del>5 years</del> less than <b>6 years</b>	8 weeks
<del>6 years</del> less than 7 years	<b>9</b> weeks
<del>7 years</del> less than <b>8</b> years	<b>10</b> weeks
<del>8 years</del> but less than 9 years	<b>11</b> weeks
<del>9 years</del> less than <b>10</b> years	<b>12</b> weeks
<del>10 years</del> less than 11 years	<b>13</b> weeks
<del>11 years</del> less than 12 years	<b>14</b> weeks
<del>12 years</del> less than 13 years	<b>15</b> weeks
<del>13 years</del> less than 14 years	<b>16</b> weeks
<del>14 years</del> less than 15 years	<b>17</b> weeks

31/A Three (**3**) weeks additional pay for each full year of service in excess of 15 years seniority.

33/96 (ii) The Sub Plan Lay-off Allowance becomes operative when application is made and approved for U.I.C. benefits and upon receipt of proof that such benefits are being received.

SECTION 1 -GENERAL

**ARTICLE 12 - JOB SECURITY AND LAYOFF (Continued)**

- (iii) Each **week's** top up **benefit** shall **be** equivalent to **90%** of the employee's **regular weekly** Pay at time of lay-off, in **the case** of a **permanent** employee, and equivalent to **90%** of the average earnings in the four **(4)** weeks preceding **lay-off**, in **the case** of a part **time** employee. less **Unemployment Insurance benefits** entitlement,
- (iv) Lay-off benefits will be fully reinstated after one **(1)** year of **continuous** service after **date of return to work** from lay-off.
- (v) Sub Plan Lay-off **Allowance** will Cease as **follows**:
  - (a) **when** Sub Plan Lay-off Allowance entitlement is used up.
  - (b) **when** the employee reports to work following recall.
  - (c) when the **employee** fails to **report for work** after **recall**.
  - (d) **when** the employee is **disqualified from or** is no longer eligible for U.I.C. **benefits**.
  - (e) when **the** employee obtains other employment.
  - (f) **if the** employee resigns.
- (vi) **An** employee **who** has **been recalled** following a period of lay-off and is again **laid off prior** to completing **one** (1) year of continuous service after the **date** of return to **work**, shall **be** granted a Sub Plan Lay-off Allowance pursuant to paragraph (i), **based on such** employee's overall **seniority**, after **deducting** the amount received from the **employee's** previous lay-off.

3. Termination Allowance

(i) SENIORITY

Period Completed	But Less Than	No. of Weeks Pay
-	2 years	2
2 years	3 years	4
3 years	4 years	6
4 years	5 years	8
5 years	6 years	10
6 years	7 years	12
7 years	8 years	14
8 years	9 years	16
9 years	10 years	18
10 years	11 years	21
11 years	12 years	24
12 years	13 years	27
13 years	14 years	30
14 years	15 years	33
15 years	16 years	36

SECTION 1 -GENERAL

ARTICLE 12 - JOB SECURITY AND LAY-OFF (Continued)

For **each** subsequent six (6) month period:

<b>16</b> years through <b>25</b> years	<b>2</b>
<b>from 25</b> years	<b>2 1/2</b>

- (ii) Termination Allowance will not be payable where the employee is retiring on pension and the Company has, in advance of the **declaration** of the surplus staff condition, been advised of the employee's intention to retire on pension.
- (iii) The Termination Allowance shall be reduced by the gross amount that the employee receives **from** superannuation **benefits** paid in accordance with the Superannuation Plans referenced in Article 22 of this Agreement plus any **supplemental** pensions or allowances paid by Saskatchewan Telecommunications or the Superannuation Board outside the terms of the Superannuation Plan or this Collective Agreement for the **following** period of time: from the date of resignation to the date which is the same number of weeks from the resignation date as the number of weeks pay used to calculate the termination **allowance**.

4. Wage Maintenance

- (i) Wage **maintenance** at step (no progression if above top rate of **new** classification) but general union increases would be included. If not above top of **new classification**, progression continues on old schedule until the rate equals or surpasses the highest step of the new classification.

Wage maintenance ends when:

- a) Employee is recalled to original classification in present or original **location** or refuses such a recall.
  - b) Mutual agreement to a third location recall.
  - c) Upon return the anniversary date for future progression **increases remains** unchanged
- (ii) Reassign senior employee on wage maintenance or lay-off who meets job requirements to vacant entry position or same or lower rated vacant position without bidding providing:
    - a) Employee does not improve over their old job position.
    - b) Procedure only comes into effect after notice of lack of work has been given to Union.
    - c) Vacancies in bid positions which **could** not be filled by employees on wage **maintenance** Or **lay-off** would still be posted.

**SECTION 1 -GENERAL**

**ARTICLE 12 -JOB SECURITY AND LAYOFF (Continued)**

(iii) No employee shall be permanently **reclassified** to a higher rated position (i.e., no permanent upgrade) through the bumping process unless mutually agreed by the Company and the Union. An employee temporarily **reclassified** to a higher rated position **under** the terms of this clause shall not remain in such position for longer than twelve **(12)** months without mutual agreement of the Company and the Union.

(iv) Employees temporarily bumping to a higher rated position having the same basic hours of **work** shall **be** placed on **the** new **wage** schedule at the Step which **provides the** nearest higher rate of pay than **their** previous **wage** rate and progress in the **normal** manner on that wage schedule.

**If** their new position entails an increase in the basic hours of **work** they **will** be placed on their new **wage** schedule in **accordance** with the foregoing paragraph but with an adjustment of one additional wage step on that schedule.

**5. Return Rights to Location and Classification**

(i) No right of return to a location will be exercised for one **(1)** year from the date of the move **except** in cases where vacancies in **the same** or similar **classification would** be **filled** by new **hires**, or by **transfer** or **reclassification** from outside **the** location.

(ii) The employee shall have the right to return to their old classification in the new location **if** an opening exists.

(iii) Return **rights** will be **exercised** by **seniority**, the **most senior person being** the first returned.

(iv) Refusal of any Company offer to exercise return rights will terminate same.

**6. Notice to the Union**

(i) The Company will provide a minimum of three **(3)** months notice to the Union of **expected** surplus conditions where possible.

(ii) The Company **will** not give **notice** of surplus situation or lay-off to an individual employee until the Union has been given at least two **(2)** weeks **notice** of surplus conditions.

(iii) Notice shall be in writing and sent to the Union office

SECTION 1 -GENERAL

**ARTICLE 12 - JOB SECURITY AND LAY-OFF (Continued)**

7. Notice to Employees

Notice to individual employees will be related to seniority as follows:

	0 - 1 year	2 weeks
	1 - 5 years	4 weeks
28/ASD	5 - 10 years	6 weeks
	over 10 years	10 weeks

8. Recall Rights

- (i) Recall period shall be restricted to two (2) years.
- (ii) Seniority shall continue to accumulate for ninety (90) days on lay-off and then be suspended until recall.
- (iii) Employee is responsible for keeping Company advised of current address and telephone number.

27 | D (iv) Recall shall be by seniority, with the following priorities:

- a) Most senior employee in the same or similar classification providing such employee can meet the requirements of the job with a familiarization period of four (4) weeks or less.
  - b) Most senior employee providing the basics of the job can be done with minimal training and job experience (not to exceed eight (8) weeks). All relocation costs will be borne solely by the employee.
  - c) Return to classification (except as restricted by Para. (viii) below)
  - d) The most senior employee, who meets the entrance requirements in the location. All relocation costs will be borne solely by the employee.
  - e) No right of return to a location will be exercised for one (1) year from the date of the move except in cases where vacancies in the same or similar classifications would be filled by new hires or by a transfer or reclassification from outside the location.
- (v) Refusal to accept a recall to another location for which an employee on recall meets the requirements will result in the employee's status reverting to voluntary location lay-off.

SECTION 1 -GENERAL

ARTICLE 12 -JOB **SECURITY** AND LAY-DA (Continued)

- (vi) Recall notices to employees on lay-off **will be** by personal telephone **call** and sent by registered **mail**. Employees must respond **with their acceptance** of the recall within ten **(10)** days of the date of receipt of the letter by the Postmaster and must be available to **report** to work within ten **(10)** days **after** acceptance of recall. A copy of all recall **notices** shall be sent to the Union.
- (vii) An employee's service will **be** considered **broken** by reason of failure to **report** to work following a second recall.
- (viii) Maximum of two **(2)** relocation expenses per employee on any bumps or **recalls**.

9. Benefits

Employees on lay-off **will** receive the following benefits for a **period** of up to one **(1)** year:

- (i) Group **Life** Insurance - provided the employee portion of the premium is paid **prior** to the lay-off.
- (ii) Disability Income Plan - **no** premium required.
- (iii) Public Employee Dental Plan-no premium required.
- (iv) Employees will have the option of **buying** back **up** to one **(1)** years **superannuation** coverage upon return to work in accordance with **Saskatchewan Telecommunications' administration** of the plans

ARTICLE 13 - TECHNOLOGICAL CHANGE

- 1. "Technological Change" means the introduction of equipment or material, or a change in the manner in **which** the Company carries on the work, undertaking or business that is directly related to the introduction of that equipment or material which would result in the **reassignment**, relocation or **transfer** to another town or **city**, **reclassification**, lay-off or demotion of permanent employees.
- 2. The Company agrees that it **will endeavor** to introduce Technological Change in a manner which as much as is predicable **will minimize** the disruptive effects on services to the public and employees.
- 3. In the event permanent employees are declared surplus as a direct result of technological change the Company **will** make every reasonable effort to ensure that no permanent employee on staff as of August 11, 1988 or who obtains **two(2)** **years** or more of **service** is laid off as a result of technological change.

SECTION 1 -GENERAL

**ARTICLE 13 -TECHNOLOGICAL CHANGE (Continued)**

4. **Prior** to introducing technological change which would **result** in the **reassignment**, relocation or transfer to another town or city, reclassification, **lay-off** or demotion of permanent employees. the Company will notify the Union of such change
- 22/A 5. The notification shall be given as early as possible, preferably at least **twelve (12)** months prior to the change, but not less than ninety **(90)** days. **Following** such **notification** the Union must, within thirty **(30)** days, advise the Company if it wishes to negotiate the terms Of reassignment, relocation or transfer to another **town** or city, reclassification or demotion.
6. The **notice** mentioned in clause **5** shall be in writing and shall state:
  - (i) the nature of the **Technological** Change;
  - (ii) **the date** upon which the Company proposes to effect the **Technological Change**;
  - (iii) the **number** and type of employees likely to be **affected** by the **Technological Change**;
  - (iv) the **effect** the **Technological Change** is likely to have on the job status or **working** conditions of the employees affected.
7. If so advised by the Union, the Company will negotiate the **reassignment**, relocation or transfer to another town or city, reclassification, or demotion of employees with the Union prior to discussion of any firm plans of such changes with an employee.
- 31/8 8. (i) If the Technological Change will result in any employee being declared surplus. they will be declared surplus under the provisions of Section 1, **Article 12**.  
(ii) **Surplus** employees **who change** classification due to bumping or **who** otherwise reclassify as a result of Technological Change **will** have the right to maintain **their** original classification for a period of two **(2)** years.
9. Where Technological Change will result in reassignment. relocation or transfer to another **town** or city, **reclassification**, lay-off or demotion, such changes shall be made in the order of inverse seniority provided that the senior employees have the merit and ability to perform the duties of the remaining positions. It may be necessary to do a reasonable amount Of **retraining** to assist senior employees to acquire the skills necessary in some of the new technologies.
- 21/c 10. Where the Company **can** identify suitable alternative positions which will become available within a reasonable time period, through vacancies or growth. normal training will be provided to employees meeting minimum training **prerequisites** to

SECTION 1 - GENERAL

**ARTICLE 13 - TECHNOLOGICAL CHANGE (Continued)**

allow them to qualify for these positions. In the selection of employees for such training, **first consideration** will be given to the **employee(s) having the most seniority**.

11. Where it **can** be reasonably **expected** that the employee could satisfactorily perform the duties of an **alternative** position as referred to in **clause 10** at the completion of the training **period** provided by the Company, the Company may waive the employee's inability to **meet** the minimum training prerequisites.
- 22) 12. **Where** it becomes necessary to relocate an employee due to Technological Change, **all normal moving expenses** will be paid by **SaskTel** in **accordance** with Corporate Procedure **144.01**.
13. Following the commencement of negotiations under clause 7 above, if a satisfactory agreement is not **reached** within ninety (90) days, the dispute shall be **submitted** to arbitration in **accordance** with the provisions set forth in **Article a - ARBITRATION**.

**ARTICLE 14 - DISCIPLINARY ACTION**

1. The Company reserves the right to discipline employees for just cause.
2. When **it** is planned to reprimand and/or discipline an employee, or to obtain information in the **presence** of the employee's manager **which** may result in the employee being **reprimanded** or **disciplined**, the employee will be informed of the right to have a union representative present if desired.
- \* 3. When the Security Department intends to **meet** with an employee, the employee has the right to bring a witness to the meeting.
4. Whenever disciplinary action is taken which **includes** correspondence from the Company to the employee in the **form** of a written reprimand or warning, or notice of suspension or dismissal, the Company hereby agrees to **provide** the Union with a copy of such correspondence.
5. The Company does not intend to provide the Union with a copy of any employee's Performance **Review**. However, **if specific disciplinary action is included** in or results from the Performance Review, such action will be detailed by means of a letter to the employee with a copy provided to the Union. Any grievance or rebuttals filed by the employee and/or the Union regarding **Performance Reviews** will be maintained on the employee's personnel **file** along with the Performance Review.
- \* 6. Any correspondence to the Union should be addressed to the Union's Regina **office** and should not **be** handed to any individual **representative** or official of any of the **Locals**.



ARTICLE 15 -DISCHARGES, DEMOTIONS AND SUSPENSIONS

\* 1. Probationary Period

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It is understood that the first year of employment is considered a probationary period, and no employee shall be retained in the service after this period if satisfactory progress has not been made.

2. Notice

- (i) Employees covered by this Agreement shall not be demoted, discharged or suspended except by proper action and for proper cause.
- (ii) Employees with more than three (3) months' service shall be given at least fourteen (14) calendar days notice prior to the effective date of any demotion or discharge action, or pay in lieu thereof, except in cases of gross misconduct, where the employee shall be considered suspended, and, if no grievance is lodged by the Union within seven (7) days after receipt of notice, the suspension shall become a dismissal.
- (iii) Employees (except casual labour) with less than three (3) months' service shall be given at least seven (7) calendar days notice prior to the effective date of any discharge action, or pay in lieu thereof, except in cases of gross misconduct, where the employee shall be considered suspended, and if no grievance is lodged by the Union within seven (7) days after receipt of notice, the suspension shall become a dismissal.
- (iv) The Company shall furnish the Union and the employee within seven (7) days, written notice giving the reasons for the action taken or where the employee has received pay in lieu of notice the Union shall be notified immediately.

3. Reinstatement

- (i) If, as a result of grievance or arbitration procedure, it is determined that the action of the employee did not merit discharge, demotion or suspension, the employee shall be reinstated and reimbursed on the following basis:
  - (a) In a discharge case the employee shall receive full pay for the time lost, except in cases where a lesser penalty than discharge is considered appropriate.
  - (b) In a demotion case, the employee shall be compensated for loss of wages in an amount equal to the difference between the rate of pay immediately prior to the demotion and the rate of pay during the period of demotion.

**SECTION 1 - GENERAL**

**ARTICLE 15 - DISCHARGES, DEMOTIONS AND SUSPENSIONS (Continued)**

If the employee **would** normally have received a progression schedule increase had said employee not been demoted, the higher wage rate shall be used to **determine** the loss of wages for the period of demotion during **which the** employee would normally have **received** the higher **rate** of pay.

- (c) In a suspension **case the** employee shall **be** compensated in full for the time lost, except in **cases** where a suspension of a lesser duration is considered appropriate.
- (ii) In cases **described** in (a), (b) and (c) above, the employee shall be restored **with full** rights and benefits to which the employee would have **been** entitled had the discharge, demotion or suspension not taken place.

**ARTICLE 16 - SAFETY AND HEALTH**

1. The Company shall make provision for the safety and health of the employees during working hours, and the Union may, from time to time, **bring** to the attention of the Company any recommended suggestions in this regard. **Such** recommendations shall **be** subject to negotiations between the Company and the **Union**.

606/4 2. **Occupational** Health and Safety Committees shall **be** established and shall consist of no fewer than two **(2)** and no more than twelve **(12)** persons of **whom** at least half shall be **persons** representing the union members.

At the first meeting of a **committee**:

- (a) an employer m-chairperson shall **be** designated by the **employer**; and
- (b) a union **co-chairperson** shall be appointed by the union members.

Copies of the minutes of each meeting shall be forwarded to the Union.

604/1 3. Employees **who** exercise their rights under the Saskatchewan **Occupational** Health and Safety AU, shall not **be** discriminated against with respect to any terms and conditions of employment or opportunity for promotion, or any action such as: dismissal, layoff, suspension, demotion, transfer of job or location, reduction in wages, changes in hours of work or reprimand.

**ARTICLE 17 - HOLIDAYS**

- 1. The **following** days shall be **observed** as holidays without deduction of pay **therefore**:

SECTION 1 -GENERAL

ARTICLE 17 - HOLIDAYS (Continued)

• New Year's Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, any nationally proclaimed holiday approved by the Provincial Government.

In addition to the above: For any employee in Section 3 - Operator Services the third Monday in February shall be observed as a holiday. Employees in Section 2 - Craft, Section 4 - Clerical and Administrative Staff, and Section 5 - Systems Staff shall have a floating holiday to be taken on a mutually agreed to day between the employee and their supervisor, which must be taken in that calendar year. Employees must be on staff as of the third Monday in February or have six (6) months of continuous service in the year to be eligible for the floating holiday.

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2. The observance of above holidays may be made on days other than calendar date, when so proclaimed by Provincial authority.

3. If a holiday falls on an employee's day of rest other than a Sunday, the employee will be granted another day off in lieu of the holiday. Such day will be scheduled on either the last normally scheduled working day prior to the holiday or the first normally scheduled working day following the holiday.

4. If a holiday falls on a Sunday, the following Monday shall be observed as the holiday, except that, for the classifications of Operator and Service Assistant, when Christmas falls on a Sunday it will be observed on the Sunday for the purposes of holiday pay.

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5. When an employee works on any of the above holidays, either as scheduled or on an overtime basis, such employee shall be paid at double the regular rate of pay for all time worked, in addition to a day's pay at the regular rate.

6. In the event that an employee resigns in a week during which a holiday subsequently occurs, such employee shall be paid for the holiday on a prorata basis, determined by the number of days actually worked in that week, prior to the date of resignation.

ARTICLE 18 -ANNUAL VACATIONS

54/01-03

(i) Three (3) weeks vacation with pay shall be granted after one (1) year's service and for each subsequent year of service.

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(ii) Four (4) weeks vacation with pay shall be granted to an employee after completion of eight (8) years of service and each year thereafter.

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(iii) Five (5) weeks vacation with pay shall be granted to an employee after completion of fifteen (15) years of service and each year thereafter.

25-06

(iv) Six (6) weeks vacation with pay shall be granted to an employee after completion of twenty-five (25) years of service and each year thereafter.

SECTION 1 -GENERAL

**ARTICLE 18 -ANNUAL VACATIONS (Continued)**

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- (v) Annual **vacations** shall be taken **within** the calendar year **in which** the required service is **completed**, or not later than the last Saturday in April of the following year, except with **the** approval of the General Manager concerned.
- (vi) Employees with **vacation** entitlement in **excess** of labour standards minimum **will be** allowed to bank **their excess** vacation days until termination of employment or retirement Banked days must be in increments of **whole** days.
- a) Employees choosing this option must advise their immediate manager in writing by December **31st** of the year in which the vacation is earned.
- b) **Employees** will be paid out their banked vacation at the wage **rate** in effect at the time of **termination** or retirement or elect to use the banked vacation time immediately prior to retirement.
- c) Employees will be advised annually of banked vacation.
2. All employees taking a vacation **period** of at **least** two (2) continuous **weeks** shall have the preceding Saturday and Sunday and the Saturday and Sunday following said vacation as non-scheduled days.
3. **Where leave** of absence without **pay** for a period in excess of **thirty (30)** days has been taken, vacation leave shall be reduced **proportionately** from the first day of such leave of absence. Periods of **thirty (30)** days or less shall not be cumulative.
4. An **employee who leaves** the **Company's service** shall be **allowed** pay **in lieu** of earned vacation leave.
5. Every effort shall be made **so** that annual vacation periods shall be **between** May 1 stand October **31st**. Employees with three (3) years or more **cumulative** service shall not **be required** to take their **vacation** outside this **period**.
6. Where a holiday falls within an employee's annual vacation such employee shall, at the employee's option, **receive** one (1) extra days pay in lieu of the holiday or an additional day of vacation at a time **which** is mutually agreed upon by the employee and the supervisor.
7. Annual vacations shall be regulated by mutually agreed rotation schemes
8. (i) **An** employee taking ill or meeting with an accident immediately prior to the **period** in which **such** employee has been scheduled to take vacation shall **be allowed** to **postpone** said vacation to a later date.
- (ii) **An employee** hospitalized during the **period** in **which** such employee is on

**SECTION 1 -GENERAL**

**ARTICLE 18 -ANNUAL VACATIONS (Continued)**

scheduled vacation shall **have** the time spent in the hospital charged to sick leave and **vacation** time spent in hospital will be rescheduled.

9. Employees will **be** eligible for an annual **vacation** pay **adjustment** in **proportion** to their vacation entitlement, in the event that their average **weekly** wage, covering the period **between** anniversary dates, is higher than the **weekly** wage being received as of their current **anniversary** date. This adjustment shall be paid to employees on their anniversary date or the closest pay period following their anniversary date.

**ARTICLE 19 - PAYMENT OF WAGES AND WAGE INCREASES**

1. Employees shall **be** paid fortnightly on alternate Fridays. In case a regular pay day falls on a holiday payment of wages shall **be** made on the preceding working day.
2. **SA** ~~Salary increases~~ made in accordance with the progression steps of the ~~wage schedules herein~~ shall be effective on the Sunday of the week in which the progression increase would occur if the employee **was hired** on a Sunday to Wednesday inclusive, and on the Sunday of the following week if the day of engagement was a **Thursday**, Friday or Saturday.
3. No change shall be made in an employee's rate of pay **when** on leave of absence or during sick leave provided the employee has been absent more than six **(6)** calendar weeks on the effective date of an increase. Absent time in excess of the **first six (6) weeks** of any continuous **period** of absence will be added to the interval **between** wage **increases**, adjusted to even weeks. Any week of partial absence (et the **beginning** or ending of such continuous **period**) shall **not** be counted.
4. Employees upon request shall receive, before **10:00 a.m.** on the working day, other than a Saturday or a holiday, previous to the **start** of their **vacation**, such basic wages as may fall due during the vacation period. Such request shall be given to the Company at least **fifteen (15)** days prior to the last scheduled **working** day before the **start** of **such** vacation.
5. **As** of the effective date of this Agreement all employees shall be given the rates of pay as specified **hereinafter**, corresponding to their classification.
6. Notwithstanding anything in this Agreement to the contrary any employee receiving a higher gross rate of pay than the ceiling for the employee's group shall continue to receive the same remuneration as long as the employee remains in the same classification or until the employee's period of **service** entitles the employee to a further **increase**.

SECTION 1 - GENERAL

**ARTICLE 19 - PAYMENT OF WAGES AND WAGE INCREASES (Continued)**

7. A **new employee who** has had previous experience or related training may be placed at a **wage rate commensurate with such experience** or training. If at any **time** during the first six **(6) months of employment**, the Company or the Union wishes to review such salary placement with the object of adjustment, the matter shall **be subject** to negotiation and agreement **between** the Company and the Union.

**ARTICLE 20 - DIFFERENTIALS**

1.  $\frac{44+45}{100100}$  A **shift differential** of one dollar (\$1.00) per hour shall **be paid for each** hour worked between the hours of **6:00 p.m.** and **8:00 a.m.** on all shifts which terminate **between these** hours. For a **period of more** or less than a complete hour, **one-half hour or greater** shall be **regarded** as one hour. For a **period of less than one-half hour** a **differential** for one-half hour shall be paid. Such differential shall **not apply** on Sundays or holidays.  
NOTE: **Effective September 22, 1996** the above **shift differential will increase** to **one dollar and fifteen cents (\$1.15)**.  
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2.  $\frac{3}{405000}$  An employee **scheduled** and **works** on a Sunday shall be paid at the rate of time and **one-half** for each hour of the **scheduled** shift so **worked**.
3. An employee **scheduled** and **works on** Christmas Eve or New **Year's Eve** shall be paid straight time in addition to the regular wage rate for the hours worked **between 6:00 p.m.** and midnight.
4. Unless otherwise **specified** in this Agreement **there shall be** no compounding of **differentials** or premium pay. Only the highest rate applicable in a given situation shall **be paid**.
5.  $\frac{52}{D}$  When an employee works on a bridge, tower, **fixture**, or in a mine where the employee is **at least 85** feet above or below the **ground**, travelled **way** or mad bad, such employee shall **receive** in addition to the regular wage rate straight time for **each hour worked in this** location. A **minimum** of two **(2)** hours shall be paid. Such payment shall also apply when an employee is being paid on an **overtime** basis.
- \* 6. **When** an employee is temporarily assigned in charge of **two (2)** or more employees or in relief of an out-of-scope position the employee shall be paid a **differential** in addition to the regular **wage** rate calculated at the rate of five **percent (5%)** of the regular wage. This provision does not apply to Operator Services employees to whom **Section 3** of this Agreement applies.
7. An employee temporarily assigned **authorized training duties** will be **paid a differential of three percent (3%)** of the regular wage rate for each day so spent.

SECTION 1 - GENERAL

ARTICLE 20 -DIFFERENTIALS (Continued)

The foregoing provisions do not apply to Operator Services employees to whom Section 3 of this Agreement applies, or to employees whose normal duties or classification includes training activities.

ARTICLE 21 -OVERTIME

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1. An employee required to work overtime shall be paid at the rate of double the regular wage rate for all hours so worked.
2. An employee called out owing to emergency or trouble or required to work outside regular hours but not immediately following or one (1) hour preceding them, shall receive not less than two (2) hours pay at the overtime rate. Any subsequent call in this two (2) hour period will be considered part of the first call out. An employee required to work within one (1) hour preceding said employee's regular hours, shall receive one (1) hour's pay at the overtime rate.
3. Vacation Overtime (V.O. Time) Provisions
  - (i) An employee working overtime for which such employee is entitled to payment at the rate of double the regular wage rate shall elect to be compensated for such overtime in accordance with the following: (subject to as hereinafter provided)
    - (a) Such overtime to be paid for at the overtime rate, or
    - (b) The option of receiving double time off in lieu of payment, or
    - (c) Any combination of (a) and (b) in one-half (1/2) hour increments.
  - (ii) Election of method of compensation (per paragraph (i) above) shall be made by the employee prior to the overtime being reported to the Controllers Department.
  - (iii) Where an employee requests V.O. time off in accordance with Clause 3, Paragraph (i) above such request shall be made to the immediate manager at least fourteen (14) days in advance of the start date of the requested V.O. time off. A reply shall be given to the employee no later than five (5) working days before the start date of the requested V.O. time off. This would not preclude requests with less than fourteen (14) days notice being considered subject to mutual agreement between the employee and the employee's manager.
  - (iv) V.O. time will be taken at a time mutually agreeable to the employee and the employee's manager. Time off will not be granted if it would directly result in more overtime. In the case of unexpected situations, scheduled V.O. time off may be cancelled and re-scheduled.

**SECTION 1 - GENERAL**

**ARTICLE 21 - OVERTIME** (Continued)

- (v) **Subject to service requirements, requests for V.O. time off shall not be unreasonably withheld.**
  - (vi) **An employee may request payment in full or in Dart for outstanding V.O. credits at any time. Credits will be banked on the principle that the first time into the bank will also be the first time used or paid out. Any outstanding V.O. credits will be paid out at the hourly rate at which the overtime was worked. Any time off will be paid at the rate in effect when the time is take" off**
  - (vii) **A" employee having outstanding V.O. credits banked at the end of the calendar year shall have until the last Saturday in April of the following year to use such credits. At that time, any employee having outstanding V.O. credits banked from the previous calendar year shall receive payment in full for all such banked time in accordance with the foregoing principles.**
  - (viii) **The scheduling of annual vacations shall take precedence over V.O. time. V.O. time will not be granted for periods of less than one-half (1/2) day increments unless approval to do so has been granted by the employee's manager.**
  - (ix) **In the summer vacation period, May 1 to October 31, individual vacation entitlement must be used prior to any individual vacation overtime being granted. Vacation overtime requests for Period of one day or less may be granted when mutually agreed to.**
  - (x) **An Operator or Service Assistant who works a full evening shift of six (6) hours on overtime, will be able to bank six (6) hours at the overtime rate. If such employee takes a six (6) hour evening shift off on V.O. time the employee will be charged six (6) hours against banked V.O. credits.**
4. **Interpretation of Voluntary Overtime**
- (i) **Planned overtime to satisfy promotional demands etc., shall be of a strictly voluntary nature.**
  - (ii) **Any overtime for basic service demands to meet the communication needs of our subscribers will be handled on a voluntary basis except that it is understood there are some unexpected situations that will at times occur such as unexpected work load of an urgent nature, or unexpected sickness that causes acute staff shortage etc.. on short notice These types of occurrences can reasonably be considered emergencies that could justify compulsory overtime provided every reasonable effort has been made by the Company to cover such incidents on a voluntary basis.**

40/2



**SECTION 1 - GENERAL**

**ARTICLE 21 -OVERTIME (Continued)**

- (iii) On **critical** service demands (e.g.. major cable break or equipment failures and **other circumstances** causing isolation of communities or affecting the **safety** of subscribers etc.), it is **recognized** that the circumstances may be such that a canvass for **volunteers** is not practical before assigning **compulsory** overtime.

**ARTICLE 22 -SUPERANNUATION**

1. All **Permanent, Part** Time. Temporary Replacements and Special **Projects/Short** Term Overload Employees will participate in the Superannuation Plan, in **which** they **are** eligible, as a condition **of** employment. They shall be covered by such Superannuation regulations **as** may be in **force** from time to time, excluding the option not to participate.

Participation will be optional for Seasonal Employees and **Co-op** Students.

2. The Company shall **notify** the Union of any and all proposed amendments and **changes to** the superannuation regulations currently in force, **if** and when the **information** is available to the Company.

**ARTICLE 23 -ACCIDENT COMPENSATION**

- 7/18  
1. When an employee is injured in the **performance** of duties during **working** hours, the Company shall pay **to the employee** an amount **when** combined with **such** **Worker's** Compensation Board payments to ensure to such employee the regular basic wage rate less an amount equal **to** normal income tax deduction for a period not exceeding one **(1)** year. Employees will be expected to accept light duty work when recommended **by** the Worker's Compensation Board and the **Company will** make **every** effort to **provide** suitable employment.

Where permanent disability **occurs** and the employee is unable to resume said employee's normal occupation, the Company and Union representatives shall mutually **decide** the **proper** action to be taken in **each** case.

2. Pending receipt of payments from the **Worker's** Compensation Board, an employee shall receive advances up to the amount of normal earnings, less income tax **deductions**, provided however, that the Company in its **discretion** may limit such **advances** to the amount of the employee's sick leave **benefits** as at the **commencement** of disability. Proof of disability, as for **sick** leave regulations, will **be** required before advances are made.

## SECTION 1 -GENERAL

### ARTICLE 24 - SICK LEAVE

The present regulations covering casual and extended sick leave shall remain in effect during the life of this Agreement.

#### Casual Sick Leave Regulations

1. All employees having three (3) months continuous service shall be allowed casual sick leave, leave for pressing emergency and bereavement leave with pay, provided the number of days not worked, due to the above reasons, do not in the aggregate exceed twelve (12) working days in the calendar year. An employee having qualified for these benefits does not lose them due to lay-off not in excess of twelve (12) months, or leave of absence.
2. (i) The Company will require a medical certificate for the employees so absent from duty for more than four (4) consecutive days; such certificate to be submitted promptly. The Company may require a medical certificate for absences of four (4) days or less; in such cases the Company will pay the cost (if any) of the certificate.
- (ii) (a) Whenever there is any difference of medical opinion with respect to any question related to the disability of an employee, such difference shall be referred to a Medical Tribunal. The request to establish a medical tribunal must be submitted by the Company or the Union not later than sixty (60) days following notice of the difference of medical opinion.

The medical tribunal shall consist of a Doctor nominated by the Union, a Doctor nominated by the Company and a Doctor appointed as Chairperson by the nominees and the Co-Chairs of the Disability Income Plan Rehabilitation Committee. Should the nominees and the Co-Chairs of the Disability Income Plan Rehabilitation Committee fail to agree on a Chairperson, they shall jointly apply to the Saskatchewan Medical Association (SMA) or College of Physicians and Surgeons (CPS) for the appointment of a Chairperson. The majority decision of the tribunal shall be final and binding upon all parties. The expenses of each party's nominee shall be borne by them, with the expenses of the Chairperson borne by the Company.

- (b) if, however, the official in charge is satisfied that the illness was of such a nature and of such short duration as not to have required medical attendance a written statement may be accepted from the employee, which statement the official in charge must initial and forward to Head Office in lieu of doctor's certificate. This provision is only applicable for periods of illness not exceeding six (6) consecutive working days. If a doctor was in attendance a certificate from the doctor must be submitted.

**SECTION 1 -GENERAL**

**ARTICLE 24 - SICK LEAVE (Continued)**

(c) **Absence** from duty for pressing emergency shall not be charged against Extended **Sick** Leave even though the period of absence extends beyond four (4) days but may be charged against Casual **Sick** Leave **and/or** Recreation Leave, according to the desire of the employee concerned. **If** the period extends beyond four (4) days and part or all of **time** off is reported as Casual Sick Leave, but no **doctor's** certificate secured, note must be made on Time Sheet or Pay Roll and initialed by the **official** in charge.

3. Employees who may be absent from duty on account of **sickness** must notify their immediate manager at once, and employees shall not **be** entitled to **receive** pay during the periods of absence due to **sickness**, previous to such notification, unless the delay shall be shown to be unavoidable.

73/9999 4. Unused casual **sick** leave allowance is **not** to become accumulative with the unused allowance of **subsequent years**, nor can the **unused portion of the casual sick leave be extended** and used in any subsequent calendar year.

5. Employees who may be absent **from** duty, due to disability, and who are entitled to the Extended Sick Leave benefits will have the unused portion of their casual **sick leave** allowance applied to the **first four (4) days** of an absence from duty **as** a result of disability where the Extended Sick Leave **benefits** have been approved, excepting as provided for under **E.S.L.** Regulations, Clause 4(ii).

6. **Pressing Emergency**

Pressing emergency leave will **be** granted only at the discretion of the official in charge and cannot be unreasonably withheld. Pressing emergency will **include** such special circumstances as an accident or illness **in** the employee's **immediate** family or emergency household **problems**.

7. **Bereavement Leave**

(i) In the event of the death of the employee's spouse, **common-law-spouse** or child, Bereavement Leave not to exceed five (5) days shall be granted.

(ii) In the event of the death of the employee's mother, father, sister, brother, mother-in-law, father-in-law, **grandchild**, or other relative who resides in the employee's household, Bereavement Leave not to exceed three (3) days **shall** be granted.

(iii) In the event of the death of the employee's grandparent, sister-in-law, brother-in-law, daughter-in-law or son-in-law, Bereavement Leave not to exceed one (1) day shall **be** granted.

**SECTION 1 -GENERAL**

**ARTICLE 24 - SICK LEAVE (Continued)**

- (iv) **Bereavement Leave not to exceed one (1) day shall be granted, if required, in order to attend the funeral of a close friend, working associate or relative not covered above.**
- (v) **The maximum periods of Bereavement Leave in accordance with Paragraph (i) to (iv) above may, upon request, be extended by one (1) working day if the employee is required to travel outside the province.**
- (vi) **The maximum periods of Bereavement Leave in accordance with Paragraph (i) to (iv) above may, upon request, be extended by one (1) working day if the employee is charged with the responsibility of making funeral arrangements.**
- (vii) **In the event that a holiday falls during a period of Bereavement Leave, that day shall be recorded as "holiday" and will not extend the period of Bereavement Leave.**
- (viii) **Should a death occur in an employee's family while the employee is on scheduled or pm-arranged vacation, the employee shall be eligible for Bereavement Leave in accordance with Paragraph (i) to (iv) above and the corresponding number of vacation days shall be extended or rescheduled by mutual agreement of the manager and employee. Paragraph (v) and (vi) above shall not be applicable in this event.**

Extended Sick Leave Regulations

1. Employees having three (3) months' service shall be qualified to receive payment under the plan in accordance with the regulations as hereinafter stated. For the purposes of these regulations service shall mean cumulative service as computed for seniority.
2. Extended sick leave benefits will begin on the fifth(5) working day of absence on account of sickness, as follows:

<u>Employees' Service (Years)</u>	<u>Weeks of Full Pay</u>	<u>Weeks of 3/4 Pay</u>	
Over 3 mos. but less than 2 yrs.	2	15	
Over 2 yrs. but less than 3 yrs.	3	14	
Over 3 yrs. but less than 4 yrs.	4	13	
Over 4 yrs. but less than 5 yrs.	5	12	
Over 5 yrs. but less than 6 yrs.	5	12	
Over 6 yrs. but less than 7 yrs.	6	12	
Over 7 yrs. but less than 6 yrs.	9	17	
Over 6 yrs. but less than 9 yrs.	10	22	
Over 9 yrs. but less than 10 yrs.	11	28	
Over 10 yrs. but less than 12 yrs.	13	39	
Over 12 yrs. but less than 14 yrs.	15	37	
Over 14 yrs. but less than 16 yrs.	17	35	
Over 16 yrs. but less than 18 yrs.	19	33	
Over 18 yrs. but less than 20 yrs.	22	30	
20 yrs. and over	47	26	708/999

74/100995

**SECTION 1 - GENERAL**

**ARTICLE 24 - SICK LEAVE (Continued)**

- NOTE REGARDING FAMILY LEAVE DAYS:  
The entitlement of **number** of weeks of full pay **will** be reduced by one **(1) week** for all employees who are eligible to receive family leave days. **See Appendix XXII** for **application** of Family Leave Days.
- 3. (i) A **doctor's certificate** will be required before payment is made for extended sick leave.  
(ii) Provided, however, **if** the **official** in charge is **satisfied** that the illness was of such a nature and **of** such short duration as not to have required medical attendance a written statement may be accepted from the employee, which statement the **official** in charge must initial and forward to Head **Office** in lieu of a doctor's certificate. This provision is only applicable for periods of illness not exceeding six **(6)** consecutive working days. If a doctor was in attendance a certificate from the doctor must be submitted.  
(iii) In cases of lengthy illness, the Company may call for **doctor's** reports at intervals throughout the illness but such intervals must not exceed three **(3) months**.  
(iv) **The** Company **reserves** the right to call for an examination at any **time** by **the** Company's **doctor**, if such procedure is **considered** advisable.  
(v) In cases where the attending doctor reports that full recovery is unlikely the **official** in charge shall immediately advise the General Manager of the department concerned.
- 4. The **first** four **(4)** days of an illness will **be** charged as Casual Sick Leave, provided however, that:  
(i) For **service** of less than twenty **(20)** years, any portion of the first four **(4)** days not covered by casual sick **leave** may, if the **employee** concerned so desires, **be** charged to Annual Vacation Leave, if any unused, or if none remaining, such portion is **treated** as lost time and not to be paid for;  
(ii) For service of twenty **(20)** or more years – it will be in order to charge to Extended Sick Leave allowance from the first day of illness provided such **illness** extends beyond four **(4) consecutive working** days.
- 5. The **first** four **(4)** days which are charged to casual sick leave are not necessarily consecutive. Extended sick leave **benefits** may be paid from the **tint** day of absence after an employee has been absent for four **(4)** days on **casual sick** leave and then is absent again due to a recurrence of the same ailment within four **(4)** weeks after the **first** return to full **time** duty. **The** four **(4)** day period of casual sick leave may be cumulative provided the time limit of four **(4)** weeks is met.
- 6. **If** an employee has received sickness disability benefits for a period and again is absent due to a recurrence of the same ailment within four **(4)** weeks **after** the first return to full time duty, any **benefits** on **account** of such further sickness shall **begin** on the **first** day of absence instead of on the **fifth (5th)** day and the benefits

SECTION 1 - GENERAL

**ARTICLE 24 - SICK LEAVE (Continued)**

are to be resumed from the point at which the first portion of the sickness ceased and shall be continued until the end of the continuing sickness or until the employee's complete allowance has been exhausted

7. (i) In the event of the recurrence of disability after the expiration of the four (4) weeks which followed the first return to full time duty, further benefits may be granted within a period of thirteen (13) weeks from the time the employee first returned to duty, but the first four (4) days of the recurring illness which may have taken place, beyond the first four (4) weeks referred to, will not be allowed as E.S.L. benefits, but unused Casual Sick Leave may be used during these first four (4) days of recurring disability, the benefits to be resumed from the point at which the first portion of the sickness ceased as in paragraph 6. The provisions of paragraph 5 may be applied to the first four (4) days of the recurring illness.
- (ii) Exception to the foregoing is to be made for employees if they become entitled to the provisions of clauses 4(i) or 4(ii) of these regulations.
8. Payments under the Extended Sick Leave plan shall terminate when disability ceases, and in no case, shall extend beyond the periods as designated in clauses six (6) and seven (7).
9. For the purpose of this plan, sickness shall include injury other than accidental injury arising out of, and in the course of employment by the Company excepting as designated in clauses ten (10) and eleven (11), next following.
- \* 10. If an employee has met with an accident under circumstances entitling the employee to recover damages or to otherwise be reimbursed for lost time, the Company shall be repaid out of the amounts, if any, recovered by such employee for lost time owing to said accident. If the employee does not recover damages or is not otherwise reimbursed for lost time, normal sick leave provisions will apply.
- \* 11. The Company reserves the right to determine whether employees shall be allowed sick leave benefits, in whole or in part, in those cases where employee's disabilities are the result of causes which happened while employees were on leave of absence.
12. Every employee who may be absent from duty on account of sickness or injury must notify the immediate manager at once, and the employee shall not be entitled to benefits for time previous to such notice, unless delays of such notification shall be shown to be unavoidable, and satisfactory evidence of disability is furnished.
13. It shall be the duty of the disabled employees, when their condition and location do not prevent, to call on the Company's representative at such times as the Company may require.

SECTION 1 -GENERAL

**ARTICLE 24 - SICK LEAVE (Continued)**

14. After an employee has received the maximum sickness disability benefits herein provided for bald employee's period of service, the employee shall not be eligible for further **benefits** until duties as an employee of the Company have **been** performed for a continuous period of at least four **(4)** weeks in the case of a new disability and thirteen **(13)** weeks in the event of a recurrence of the previous disability.
15. A new **disability** may be considered to have occurred, provided a **period** of four **(4)** weeks has **elapsed since** disability benefits were received previously, in case of a new disability, and thirteen **(13)** weeks in case of a recurrence of the previous disability, and not otherwise.
16. Misuse of these **benefits** may **be** considered **sufficient** cause for retardation of wage increases or dismissal.

Pro-Rated Sick Leave for Part Time Operators

1. Effective August 1, 1993, casual and extended Sick Leave Benefits as described in this Article will be available to Part Time employees covered by Appendix I of the Agreement subject to **the** following **conditions**.
2. Sick Leave **Benefits** are available after having been employed for three **(3)** calendar **months**.
3. Sick Leave **Benefits** will be applicable in all situations **except where** the employee is sick and unable to come to work on the same day as a call to work had occurred. Opportunity to work will **be** equally distributed among part time employees by **office** on a rotation basis. Employees will have the right to refuse.
4. The number of casual and extended Sick Leave hours available to the employee will be based on the ratio of the number of hours of pay received during either **the** previous three **(3)** months or previous calendar year to the **total** working hours during the same period. Any time not worked due to maternity, parental or adoption leave **will** not be included in the total working hours. Union Leave as per Section 1, **Article 6**, Clause 1 **(i)** (a) **will** be considered as time worked only when it coincides with scheduled days.
  - (i) Where a Part Time employee has been **employed** prior to January 1, 1993, the first six **(6)** months of 1993 will be used to establish the available annual Sick Leave hours:  
$$12 \text{ Casual Days} \times 7 \text{ Hours} \times \frac{\text{Number of Hours Pay Received Jan - June/93}}{912 \text{ Hours}}$$
  - (ii) Where a Part Time employee has been hired after January 1, 1993 the employee's initial number of annual Sick Leave hours will be based on the

ARTICLE 24 - SICK LEAVE (Continued)

number of hours pay received in the employee's **first** three months:

**12** Casual Days **x** 7 Hours **x** ~~Number of Hours Pay Received First 3 Months~~  
**456 Hours**

(iii) Effective January 1, 1994 and annually thereafter, where a Part Time employee is eligible for Sick Leave, the number of annual Sick Leave Hours will be based on the number of hours of pay received in the previous calendar year to the **total** hours in the calendar months employed:

**12** Casual Days **x** 7 Hours **x** ~~Number of Hours Pay Received Calendar Year~~  
**152 Hours x # Calendar Months Employed**

5. Employees changing status **will be** dealt with as follows:
  - (i) A Part Time employee changing to Temporary, with a **minimum** of three (3) months of service, will **be** paid Sick Leave benefits on the basis of 12 Casual Days minus those hours used as a Part Time during the current calendar year rounded to the nearest calendar day.
  - (ii) A Part Time employee **changing** to Temporary and back to Part Time will **be paid** Sick Leave **hours** on the **basis of the** available Part Time Sick Leave hours calculated in Clause 4 above minus the number of hours used **during** the current calendar year rounded to the nearest hour. No employee will **be** required to pay back hours owing as a result of any change in status.
6. Extended Sick Leave benefits will be paid subject to the provisions of this Article. The **first four (4) days required to qualify for** extended sick leave benefits **will be** calculated and applied based on the average number of hours of pay received per week over the previous three (3) months. Extended Sick Leave benefits available as Full Pay and **3/4** Pay will be based on the employee's seniority and will be applied on the **basis** of the average number of hours of pay received per week in the past three (3) months.
7. Finance will be responsible for **calculating** the available Sick Leave hours for each employee. The immediate manager will be responsible for tracking and administering the number of Sick Leave hours used.
8. The manager will provide the Part Time employee **with** the number of available Sick Leave hours upon request.

Pro-Rated Sick Leave for Part Time Clerical & Systems Employees

1. Effective June 30, 1992, **casual** and extended Sick Leave **benefits** as described in this Article will be available to Part Time employees in the **Telmart**, Call Centre, Mobility and **Systems** Staff, and those **employees covered by Appendices II & III** of the Agreement subject to the following conditions.



**SECTION 1 -GENERAL**

**ARTICLE 24 - SICK LEAVE (Continued)**

2. Sick Leave benefits are available after having been employed for three (3) calendar months.
3. Sick Leave benefits will not be provided in situations where the employee is sick and unable to come to work on the same day as a call to work had occurred.
4. The number of casual and extended Sick Leave hours available to the employee will be based on the ratio of the number of hours worked during either the previous three (3) months or previous calendar year to the total working hours during the same period. Any time not worked due to maternity, parental or adoption leave will not be included in the total working hours. Union leave as per Section 1, Article 6, Clause 1 (i) (a) will be considered as time worked only when it coincides with scheduled days.
  - (a) Where a Part Time employee has been hired after January 1, 1992 the employee's initial number of annual Sick Leave hours will be based on the number of hours worked in the employee's first three months:  
$$12 \text{ Casual Days} \times 7 \text{ Hours} \times \frac{\text{Number of Hours Worked First 3 Months}}{456 \text{ Hours}}$$
  - (b) Effective January 1, 1993 and annually thereafter, where a Part Time employee is eligible for Sick Leave, the number of annual Sick Leave hours will be based on the number of hours worked in the previous calendar year to the total hours in the calendar months employed  
$$12 \text{ Casual Days} \times 7 \text{ Hours} \times \frac{\text{Number of Hours Worked Calendar Year}}{152 \text{ Hours} \times \# \text{ Calendar Months Employed}}$$
5. Employees changing status will be dealt with as follows:
  - (a) A Part Time employee changing to Temporary, with a minimum of three (3) months of service, will be paid Sick Leave benefits on the basis of 12 Casual Days minus those hours used as a Part Time during the current calendar year rounded to the nearest calendar day.
  - (b) A Part Time employee changing to Temporary and back to Part Time will be paid Sick Leave hours on the basis of the available Part Time Sick Leave hours calculated in Clause 4 above minus the number of hours used during the current calendar year rounded to the nearest hour. No employee will be required to pay back hours owing as a result of any change in status.
6. Consecutive days shall mean regularly scheduled consecutive days not necessarily consecutive calendar working days. ESL benefits available as Full Pay and 3/4 Pay will be based on the employee's seniority and will be applied on the basis of the average hours per week worked in the past three (3) months.

**SECTION 1 - GENERAL**

**ARTICLE 24 - SICK LEAVE (Continued)**

7. Finance will be responsible for calculating **the** available Sick Leave hours for each employee. The **immediate** manager will be responsible for **tracking** and administering **the** number of Sick Leave hours used.
8. The manager will provide **the** Part Time employee **with** the number of available Sick Leave **hours** upon request.

**ARTICLE 25 - LONG TERM DISABILITY INCOME PLAN**

1. <sup>705/100</sup> The parties to this Agreement shall continue in the Disability **Income** Plan sponsored by the **Saskatchewan** Government under the conditions set forth in the supplementary **booklet** covering the details of the Plan, issued to each eligible employee. The premiums for this Plan will be paid by the Company.
2. <sup>5/999998</sup> Eligible employees (as **defined** by the **above noted** supplementary **booklet**) must pin **the** Disability **Income** Plan. Disability **benefits** begin, and **Extended Sick Leave ceases**, seventeen (17) consecutive weeks after an eligible employee becomes disabled. To qualify for benefits an employee has to be totally or **occupationally** disabled and under a **doctor's** supervision.
3. Employees **who** have received Disability **Benefits** under this plan fall into three categories:
  - (i) Those **able** to be **rehabilitated** back into their previous job classification.
    - the Company guarantees **their** return to **their** old job **classification** and **endeavors** to assist in this rehabilitation.
  - (ii) Those **who** remain **disabled** to the extent **that** they are unable to **perform** in a reasonable **occupation**.
    - these employees remain on **D.I.P.** and continue to receive plan **coverage**.
  - (iii) **Those who**, due to **partial** disability, are unable to return to their previous job **classification, but** are deemed able to perform some reasonable occupation
    - Saskatchewan Telecommunications will attempt to return these employees to the Corporation into a **classification** as close as possible to the **classification** from **which** they were disabled, **providing** that a job vacancy **exists** and the employee is evaluated as having a reasonable chance of **successfully** performing the work. The wage rate paid will be the rate for the actual work being performed.
    - If no reasonable **vacancy** can be found in the employee's original location the employee will then be declared surplus under the

SECTION 1 -GENERAL

ARTICLE 25 - LONG TERM **DISABILITY** INCOME PLAN (Continued)

provisions of Article 12. This **does** not include the wage maintenance provisions of Article 12.

- (iv) Any relocation expenses **incurred** due to the **provisions** of this clause will be covered by Corporate Procedure 144.01.
- (v) **Where** possible the duties and qualifications of existing positions may be modified to accommodate particular disabilities.

ARTICLE 26 -GROUP INSURANCE

72/999  
76/c  
70c/  
998

The parties to this Agreement shall continue to participate in the **group** insurance plan sponsored by the Saskatchewan Government **under** the **conditions set** forth in the supplementary booklet covering the details of this plan, issued to each eligible **employee**. **This plan provides group life insurance coverage in amounts based on the employee's annual basic salary and category, with a minimum of \$25,000.00 and a maximum of \$350,000.00. A \$50,000.00 Accidental Death and Dismemberment policy for every permanent employee covered by the basic group plan is provided. The plan also provides for eligible dependent group life insurance coverage in the amount of \$10,000.00 for a spouse and \$3,000.00 for each dependent child. The Company shall pay the cost of the first \$8,000.00 coverage. An additional \$17,000.00 in coverage will be paid for each employee as a benefit from the Unemployment Insurance Commission premium reduction plan. The employee shall pay the balance of the premium through payroll deduction. Participation in the plan shall be compulsory and a condition of employment for all eligible employees.** 71

Employees on leave without pay must continue to pay their portion of the premium in order to **maintain** coverage.

The Company shall whenever possible **notify** the Union of any and all proposed changes to the Saskatchewan Government Group Insurance Plan.

77/E Temporary and **part time employees** will be covered for **\$25,000.00** life insurance.

ARTICLE 27 -DENTAL PLAN

72/9  
70E/100

The parties to this Agreement agree to participate in the Public Employees Dental Plan under the conditions to be **set** forth in the supplementary booklet covering the **details** of the Plan, issued to each eligible employee. The **premiums** for this Plan will be **100% Company paid**.

ARTICLE 28 -JURY DUTY

638c/1

Employees shall suffer no loss in wages while serving as subpoenaed witnesses or for jury duty during regular working hours.

SECTION 1 - GENERAL

ARTICLE 29 - TEMPORARY EMPLOYEES

1. Temporary employees will be hired in one of the following four categories:
  - (i) Seasonal Employees
    - (a) Hired for a **period** not to exceed four **(4)** months: such four **(4)** month period not to **commence** before May 1 nor extend beyond September 30.
    - (b) **Seniority will be** cumulative from one **(1)** period of employment to the next for the purpose of wage progression.
    - (c) Employees employed for more than 120 days in any one calendar year as "**Seasonal**" will become permanent employees.
  - (ii) Co-op Students
    - (a) Will be **allowed to work** up to a maximum of eight **(8)** months in any calendar year.
    - (b) **There** will be no more than ten **(10)** Co-op students on staff at any one time.
  - (iii) Temporary Replacements
    - (a) May be hired to replace a **specific** individual who is on **leave of absence** for any one of the following reasons: **D.I.P., E.S.L.,** Maternity Leave, Adoption Leave, Parental **Leave, Worker's** Compensation, Personal Leave, Union Leave or annual vacation of more than three **(3)** **weeks during the period** October 1st to April 30th.
    - (b) Employees will be treated as permanent employees with the exceptions of the provisions of Article 12.
    - (c) Whenever practicable, employees will be hired into entrance jobs and existing permanent employees within the work group will be given the opportunity to relieve in bid jobs. When temporary vacancies in bid jobs **are** posted, they will be posted locally within the work group.
    - (d) When an employee being replaced by a temporary employee fails to return, their position will **be** filled as per **Section 1, Article 10, Clause 2.**
  - (iv) Special **Projects/Short** Term Overload
    - The number of employees and the **duration** and condition of such employment will be negotiated between **SaskTel** and the Union on a project by project basis where **the** duration of such employment **is** expected to exceed four **(4)** months on any one occasion or to exceed eight **(8)** months in any calendar year. All requests to be negotiated with the Union shall be

**SECTION 1 -GENERAL**

**ARTICLE 29 -TEMPORARY EMPLOYEES (Continued)**

submitted in writing. Where the requirement for **temporary** employees for an overload situation or special **project** is not **expected** to exceed the foregoing time limits the Company will notify the Union of temporary employees hired.

2. In converting an **employee from** category (i) "**Seasonal** Employees" to category (iv) "**Special Projects/Short Term** Overload", or vice versa, the Company **will** be allowed only one such change of category of that employee without first obtaining the consent of the Union.
- \* 3. For **Temporary** Replacement and Special **Project/Short** Term Overload employees rehired into the same wage schedule within ninety **(90)** days of their last employment period, seniority shall be cumulative for the purpose of wage progression.
4. Temporary Replacements, Seasonal Employees and Special **Project/Short Term** Overload employees wanting permanent employment will have **access** to bid on Entrance and **Non-Entrance positions** by means of Article 10 - Promotions, Vacancies and Transfers
5. All temporary employees employed longer than the time limits or conditions outlined in this Article will be granted permanent status.
6. If a temporary employee is **reclassified** to permanent status with no break in **service**, any continuous **service will** be credited for seniority purposes.
7. Temporary employees will be given at least two **(2)** weeks notice of termination of employment.
8. There shall be no other temporary employees hired by the Company **other** than those **specified** in this Article.
9. Temporary service will be counted towards the probationary Period when an employee becomes permanent and where there is no break in service
10. The Company will **notify** the Union of all temporary employees hired. Wherever possible the notification of temporary replacements will be given to the Union within **seven (7)** days of hiring. The Company shall provide: employee name, classification, organisation code, type of **temporary** employee and if possible, the expected **length** of employment.
11. Any existing employee who takes a **temporary** position under **this** Article will have their former position protected to return to upon completion of the temporary position.

**SECTION 1 - GENERAL**

**ARTICLE 30 - MISCELLANEOUS**

- 1/2
1. With regard to any new **classifications** or new positions that may hereafter be **established** or where any position significantly changes, the classification titles and the rates of pay therefore, ~~shall be subject to negotiation and agreement between the Company and the Union.~~ The provisions of Article 10 with respect to the filling of new positions shall apply. A supplementary Agreement shall be executed in **respect** of any new positions.

NOTE: For reference **purposes** of this Article "a significant change" shall **mean**:  
"When duties, qualifications **and/or** specifications have changed enough that in the **opinion** of the Company **and/or** the Union, the job **requires** a change of classification or rate of **pay**".

2. The Company agrees a Union representative may be present as an observer at all job rating committee meetings dealing with classifications that fall within the **scope of this Collective Agreement**.
3. The Company reserves the **right** to call for a medical examination of any employee at any time at the **expense** of the Company. All job offers may be made subject to medical approval.
4. When matters are submitted by either party to the other with **respect** to the application or interpretation of this Agreement, such submissions shall be the **subject of negotiations between** the parties and a supplementary document executed by accredited representatives of the Company and the Union.
5. **The Company agrees** that access to its premises shall be **allowed** to any representative of the Union for the purpose of business connected with the Union providing such privilege shall not interfere with the operations of the **Department concerned**.
6. The Company will **pay** the cost of printing the Union Agreement, with a cover design that is mutually agreed by **both** parties.
7. Where an employee leaves **work** at 11:00 p.m. or later at **night** or is **required to report** to work at 6:00 a.m. or earlier in **the** morning, and where **there** is no suitable bus service available at such times the Company will provide adequate transportation or will bear the cost of taxi **service**, if requested by the employee, between the employee's usual **place** of residence and the work **location**, provided **the** employee's residence is within **the** city limits.
- \* 8. **SaskTel, SaskTel Holding Corporation and their respective subsidiaries** covered by this Collective Agreement will provide Indemnification for all employees who become defendants in litigation as a result of their employment duties. The coverage will be administered in accordance with the **Memorandum of Agreement** regarding Employee Indemnification signed between **the** parties.

SECTION 2 - CRAFT

**ARTICLE 1 - HOURS OF WORK**

- see p. 68*
- (i) Thirty-seven and one-half (**37 1/2**) hours shall constitute an average week's work. An employee shall be paid overtime when required to work outside of regularly scheduled hours.
  - (ii) A basic week's work shall consist of five (**5**) consecutive days of not more than eight and one-half (**8 1/2**) hours Monday to Saturday inclusive and shall not exceed seventy-five (**75**) hours over nine (**9**) days of work in two (**2**) calendar weeks. Normal working hours shall be between **8:00** a.m. to **5:30** p.m. However, employees may be scheduled to work shifts as required **Sunday** to Saturday inclusive in accordance with the guidelines outlined below.
  - (iii) A day absent will be considered a day for the purposes of time repotting for any shift between eight (**8**) hours and eight (**8**) hours thirty (**30**) minutes in duration. (eg. **CSL, ESL**, Vacation or Holiday)
  - (iv) Employees in Regina Network Operations may be scheduled to twelve (**12**) hour shifts in accordance with the provisions of Appendix XIX.

**2. Shift work**

- (i) Where the requirements of the service demand shift work the work period shall be a maximum of eight and one-half (**8 1/2**) hours. In any case the hours shall not exceed seventy-five (**75**) hours over nine (**9**) days of work in two (**2**) calendar weeks. No employee will be scheduled more than nine (**9**) days consecutively.
- (ii) For the purpose of Section 2 of the Agreement wherever the term shift employee is used, it shall mean an employee who is posted on a shift schedule covering day, evening or night shifts defined as follows:
  - a) Day Shift - shall start and terminate at or between the hours of **7:00** a.m. and **6:00** p.m. Meal breaks shall be no greater than one hour of unpaid time.
  - b) Evening Shift - shall start and terminate at or between the hours of **12:00** noon and midnight. Total breaks shall be no greater than one-half hour of paid time.
  - c) Night Shift - shall start and terminate at or between the hours of **10:00** p.m. to **8:00** a.m. Total breaks shall be no greater than one-half hour of paid time.
- (iii) Shift schedules shall cover at least a four (**4**) week period and shall be posted at least seven (**7**) days prior to the date on which they are to become effective. In the assignment of shifts seniority shall be given prior consideration.

**SECTION 2 -CRAFT**

**ARTICLE 1 - HOURS OF WORK (Continued)**

- (iv) No **shift** employee shall be assigned a single day off except on Sunday.
- (v) No employee shall be scheduled to work less than three **(3)** consecutive days of work. Schedules shall be arranged in order to equitably **distribute shifts**, holidays and annual vacations.
- (vi) Where it is **necessary** to change an employee's shift for any reason other than sickness or **accident** disability and the employee is not given at least seven **(7)** days notice prior to the shift change, such employee shall receive payment at **the** overtime rate for all shifts changed with less than seven **(7)** days notice.
- (vii) Where it is evident that absence due to sickness or accident disability is to exceed seven **(7)** days, a revised schedule shall be posted and shall take the place of the previously posted schedule.
- (viii) Where a **shift** employee for urgent personal reasons wishes **temporarily** to change a **shift**, such employee may do so only upon obtaining the approval of the steward and the consent of the immediate manager.
- (ix) Where an employee's **shift** is changed temporarily to cover an employee absent due to sickness or accident disability and notice of change of shift is not, or cannot be given at least eight **(8)** hours prior to start of shift, such employee shall receive payment at the rate of time and one-half for **each** hour **worked** in the **first** such **shift**.
- (x) **With** the immediate **managers** approval, employees will be allowed to trade **shifts** on a voluntary **basis, provided** each is **qualified** to relieve the other.
- (xi) **Split-shifts** shall not be allowed.
- (xii) A rest **period** of not less than eight **(8)** hours shall be provided between shifts.
- (xiii) Time off at the end of a **shift** will be scheduled by the Company in such a way as to be consecutive with and extend an employee's weekend unless **otherwise** mutually agreed **to**. For the purposes of shift work a weekend is not necessarily defined as Saturday end Sunday.

**3. Time Credits**

- (i) Employees on Sick Leave or Worker's Compensation **within** a block will not have their time off credits reduced on that account.



**ARTICLE 1 - HOURS OF WORK (Continued)**

Employees **who** are on Casual Sick Leave or Worker's Compensation will have days normally scheduled to work charged to sick leave or **compensation**.

Employees who are on **E.S.L. will** have weeks **normally** scheduled to work charged to extended sick leave.

**If** an employee is on sick leave or compensation for an entire **block** no time off **credits** are allowed for that **block**.

- (ii) If an employee is on leave of absence for Union business for a period of nine **(9)** working days or less in a block, time off credits in that block will not **be** affected. Consecutive blocks of leave of absence for Union business will not **accumulate** time off **credits**.
  - (iii) If an **employee** is on leave of absence **without** pay, **other** than for Union business, for a **period of five (5)** days or less in a block, time off credits for that block **will** not be affected. If on leave in excess of **five (5)** days in a **block** the employee will not be entitled to time off credits in a block
  - (iv) Hourly rates for **overtime** purposes will be calculated on the basis of the weekly rate divided by thirty-seven and one-half **(37 1/2)** hours.
  - (v) No time off credit adjustments will be made in regard to new engagements or **terminations which occur** during a regular **block**. A new employee assumes the **normal provisions during** the **first** full block after **engagement**. When an employee resigns, whether-or not such employee has **taken** time off in that block, no wage adjustment is made for that purpose.
4. An employee, working away from headquarters, and the employee's manager may mutually **agree** that ten **(10)** hours be worked in a day to a maximum of four **(4)** days in a week, however, if the total number of hours worked by the employee exceeds ten **(10)** hours in the day, forty **(40)** hours in the week or seventy-five **(75)** hours in the two **(2)** week block, **overtime will be paid in accordance with Article 21** for all time in excess of the stated limits.
5. All "outside" Employees
- (i) Where circumstances are such that it would be impractical for "outside-employees" to proceed with their **normal** occupations, work for such employees shall be provided indoors if available **except** in cases of emergencies.

**SECTION 2 -CRAFT**

**ARTICLE 1 - HOURS OF WORK (Continued)**

- (ii) In the event of work not being available, as referred to in the **preceding paragraph, "outside-employees"** shall **be** allowed to "stand-by" to deal with any emergency **that** may arise, and shall be paid therefore at one-half their **normal** rates of pay for a period not exceeding three **(3)** consecutive days.
- (iii) For **time in excess** of three **(3) consecutive** days, the Company will provide board and lodging for employees who remain at the working location outside of their district headquarters.

**ARTICLE 2 - CRAFT MOVEMENT**

Movement within a **classification** and location shall be dealt **with** in the following manner:

1. Internal movement within e classification and location shall take place prior to a job being posted province wide.
2. Employees will not be considered for province wide job postings **in** their existing classification and location.
3. It is agreed that there are various functions within **classifications. The** following is a list of classifications and general job functions for which **movement requests** may occur:

(i) Customer Service Technician

Job Functions:

- (a) **District** Install, Repair and Network Work
- (b) Repairshop Work
- (c) Residential Install & Repair Work
- (d) Business Install & Repair Work

(ii) Trunking and Switching Technician

Job Functions:

- (a) Stitching Work
- (b) Transport Work
- (c) **System/Customer** Work
- (d) **Surveillance** Work
- (e) **Network District** Work

me functions within a classification will be reviewed with the intent **to** negotiate updates upon request by either party.

**SECTION 2 - CRAFT**

ARTICLE 2 -CRAFT MOVEMENT (Continued)

**4. Movement:**

- (i) Employees requesting movement within a classification and location shall fill out a reassignment application.
- (ii) Reassignment applications will be valid for the calendar year in **which they are** filed.
- (iii) Reassignment applications, **supplied** by Human Resources - Recruitment **shall be** filed with:
  - (a) Human Resources - **Recruitment**
  - (b) **The Union (National Office)**
  - (c) The Employee's Manager
  - (d) The Employee
- (iv) Surplus movement within the classification shall take **place** based on the most senior volunteer or the most **junior** non-volunteer from **the job function, classification** and location.
- (v) Employees moved through reassignment requests or voluntary surplus **function change** shall remain within the **new job** function for a period of twelve **(12) months**, unless mutually agreed **otherwise** between the **employee** and the manager.
- (vi) Employees moving to the **PNOC** shall have at least one year experience as a **Trunking** and Switching Technician.
- (vii) Employees successful on job postings shall not have **the** right to request a reassignment for at least six **(6)** months.
- (viii) **Selection:**
  - (a) **Employees applying** for reassignment shall be selected based on **seniority**.
  - (b) This does not preclude management from exercising their right to refuse reassignment movement based on performance concerns. If management exercises the above noted right, such employee shall be advised in writing of the **reasons** for the hold back and be given the opportunity to overcome the **stated** deficiencies or performance **concerns**.
  - (c) Reassignment may be Postponed for up to three **(3)** months based on business priorities.
  - (d) These **actions** do not preclude the employees from exercising their rights to the grievance/arbitration process.

**SECTION 2 - CRAFT**

**ARTICLE 2 - CRAFT MOVEMENT (Continued)**

- (ix) Temporary Rotation: The Company maintains the right to **rotate employees** as required **between** job functions, for short term assignments (short term - six **(6)** months maximum) with the right of return.

**ARTICLE 3 - DIFFERENTIALS**

1. Employees who normally work an average of **five (5)** days per week and who, at the direction of the Company, **works** at least one session on each of successive Sundays, shall **be paid one-half time** extra for **the** hours worked on **the second** or subsequent Sunday in addition to the regular Sunday **premium** under Section 1, Article **20**, Clause **2**, **except** that this **premium** shall not be paid for any hours for which an employee is receiving overtime rates.

**ARTICLE 4 - DEFINITION OF APPRENTICE**

2541

An employee going through a practical period of training while employed by the Company. Any part of the apprenticeship may **be** waived on account of experience or training **received** with telephone companies or at technical or engineering schools. An apprentice is required to have an educational standing of Grade Eleven (XI) with a preference for higher educational qualifications. The educational **qualifications** can be **waived** by the consent of the President.

**SECTION 2 -CRAFT**

ARTICLE 5 -WAGE RATES AND **CLASSIFICATIONS**

Schedule 1

Weekly Rate

PROG. STEP	<u>Weekly Rate</u>			<u>CLASSIFICATION</u>
	<u>MAR 27/94</u>	<u>EFFECTIVE SEPT 22/96</u>	<u>EFFECTIVE MAR 21/98</u>	
A	478.00	485.00	490.00	APPRENTICE: Customer Services Technician, Facilities Technician,
AI	483.00	490.00	495.00	
B	492.00	499.00	504.00	<b>Trunking &amp; Switching</b> Technician, Service Centre Technician
B1	500.00	507.00	512.00	
D	511.00	518.00	523.00	Upon completion of Step F an apprentice shall be promoted to Group 2.
E	519.00	526.00	531.00	
	545.00	552.00	558.00	
F	579.00	586.00	592.00	
-----				
G	626.00	633.00	639.00	<u>Group 2</u>
H	678.00	685.00	692.00	(see Note 3)
I	734.00	741.00	748.00	
-----				
J				
K	813.00	824.00	832.00	<u>Group 1</u>
-----				
	822.00	833.00	841.00	Senior District Technician

NOTE 1: The interval of Step A, AI, B and B1 is 13 weeks.

NOTE 2: The interval of all other Steps is 26 weeks per step

NOTE 3: Each 26 weeks after reaching Step I an employee will be given an opportunity qualify to for Group 1.

NOTE 4: If an employee in Group 2 will not qualify for Group 1, such employee will be advised in writing six (6) months prior to the applicable advancement date that they will be held back at that point. Such notification will state the reason for the holdback. The employee will also be given an opportunity to overcome the stated deficiencies.

GROUP 1 & 2 will be classified as Customer Services Technician, Facilities Technician, **Trunking & Switching** Technician and Service Centre Technician.

**SECTION 2 - CRAFT**

**ARTICLE 5 - WAGE RATES AND CLASSIFICATIONS (Continued)**

Schedule 2(a)

Weekly Rate

<u>PROG.</u> <u>STEP</u>	<u>27/94</u>	<u>EFFECTIVE</u> <u>SEPT</u>	<u>EFFECTIVE</u> <u>MAR 21/98</u>	<u>CLASSIFICATION</u>
A	488.00	495.00	500.00	Buildings Service
9	511.00(x)	518.00(x)	523.00(x)	Assistant (x), Building
C	523.00	530.00	535.00	Service Technician

X - Ceiling

**NOTE 1:** \$6.00 additional applied to each rate for any Building Service Technician and Building Service Assistant with a valid Fireman's Certificate, and an additional \$6.00 for a valid Refrigeration Certificate.

**NOTE 2:** ME interval of each step is 52 weeks

**NOTE 3:** Wherever a building service employee is solely responsible for a building, such employee will be classified as a Building Service Technician.

Schedule 2(b)

Weekly Rate

<u>PROG.</u> <u>STEP</u>	<u>MAR 27/94</u>	<u>EFFECTIVE</u> <u>SEPT 22/96</u>	<u>EFFECTIVE</u> <u>MAR 21/98</u>	<u>CLASSIFICATION</u>
A	564.00	571.00	577.00	Coordinator Buildings
B	595.00	602.00	608.00	Maintenance
C	640.00	647.00	653.00	
D	689.00	696.00	703.00	

**NOTE 1:** The interval of Step A & B is 26 weeks.  
The interval of Step C is 52 weeks

**NOTE 2:** A Coordinator Buildings Maintenance must acquire a Vegetation Control Certificate within six (6) months in the job.

**SECTION 2 - CRAFT**

**ARTICLE 5 - WAGE RATES AND CLASSIFICATIONS (Continued)**

**Schedule 3**

**Weekly Rate**

<u>PROG. STEP</u>	<u>MAR 27/94</u>	<u>EFFECTIVE SEPT 22/96</u>	<u>EFFECTIVE MAR 21/98</u>	<u>CLASSIFICATION</u>
A	456.00	463.00	468.00	Assistant Shop Technician (see Notes 1, 3 & 5)
B	<del>481.00</del>	<del>488.00</del>	<del>493.00</del>	
C	513.00	520.00	525.00	
D	546.00	553.00	559.00	
<hr/>				
E	566.00	573.00	579.00	Shop Technician I (see Notes 2, 4 & 5)
F	600.00	607.00	613.00	
G	633.00	640.00	646.00	
<hr/>				
H	651.00	658.00	665.00	Shop Technician II (see Note 2)
I	681.00	688.00	695.00	
<hr/>				
A	715.00	722.00	729.00	Production & Inventory Controller NOTE: The interval of Step A is 52 weeks.
B	741.00	748.00	755.00	

**NOTE 1:** The interval of Step A, B, C, D, E, F is 26 weeks.

**NOTE 2:** The interval of Step G & H is 52 weeks.

**NOTE 3:** Each 26 weeks after reaching Step D an Assistant Shop Technician will be given the opportunity to qualify for Shop Technician I (Step E).

**NOTE 4:** Each 52 weeks after reaching Step G a Shop Technician I will be given the opportunity to qualify for Shop Technician II (Step H). In order to qualify, the employee must successfully complete company supplied training on AC/DC Electricity, Electronics & Basic Circuit Board Repair.

**NOTE 5:** An employee who does not qualify for a Shop Technician I or II position, will be advised in writing (three (3) months for Shop Technician I, six (6) months for Shop Technician II) prior to the applicable advancement date that they will be held back at that point. Such notification will state the reason for the holdback. The employee will also be given an opportunity to overcome the stated deficiencies.

**Schedule 4(a)**

**Weekly Rate**

<u>PROG. STEP</u>	<u>SEPT 22/96</u>	<u>EFFECTIVE</u>	<u>EFFECTIVE MAR 21/98</u>	<u>CLASSIFICATION</u>
A	566.00	573.00	579.00	Auto Mechanic I
B	600.00	607.00	613.00	
C	633.00	640.00	646.00	

**NOTE 1:** The interval of each step is 26 weeks.

**SECTION 2 - CRAFT**

**ARTICLE 5 - WAGE RATES AND CLASSIFICATIONS** (Continued)

Schedule 4(b)

Weekly Rate

PROG. STEP	<del>2/7/94</del>	EFFECTIVE SEPT	EFFECTIVE <del>2/1/98</del>	CLASSIFICATION
A	612.00	619.00	625.00	Heavy Duty Mechanic (see Notes 1 & 2)
B	622.00	629.00	635.00	
C	632.00	639.00	645.00	
D	647.00	654.00	661.00	
E	662.00	669.00	676.00	(see Note 3)
F	702.00	709.00	716.00	(see Note 4)
G	742.00	749.00	756.00	

~~NOTE 1:~~ Interval of all wage steps is 52 weeks.

~~NOTE 2:~~ Additional applied to each rate for a Basic Welding Certificate.

~~NOTE 3:~~ Wage progression will be based on the successful completion of each of the journeyman program exams.

~~NOTE 4:~~ An employee must acquire a Welding Certificate and hold a valid Class 1A license to qualify for wage Step F.

\*Schedule 5

Weekly Rate

PROG. STEP	<del>MAR 27/94</del>	EFFECTIVE SEPT 22/96	EFFECTIVE MAR 21/98	CLASSIFICATION
A	456.00	463.00	468.00	Shipper Receiver Storekeeper (x)
6	481.00	488.00	493.00	District Shipper Receiver
D	513.00	520.00	525.00	
E	579.00	586.00	592.00x	<del>NOTE:</del> is 52 weeks. The interval of each step
F	593.00	600.00	606.00	(x - ceiling)
	605.00	612.00	618.00	Senior Shipper Receiver
	635.00	642.00	648.00	Stockkeeper

~~NOTE 1:~~ The District Shipper Receiver will perform warehouse duties and in addition some caretaking duties.



**SECTION 3 -OPERATOR SERVICES**

**ARTICLE 1 - HOURS OF WORK**

- 34/3500
1. **Thirty-five (35)** hours per week shall be on a basis of the hours of work. Each employee shall be **scheduled** two (2) days off each week and these days shall not fall on a holiday. Each employee shall receive on the average at least two (2) consecutive days off each two (2) week period. An employee shall not work more than seven (7) hours in any one (1) day except on an overtime basis.
    - (i) Seven (7) hours time at **scheduled** rates will be paid for daily work periods under the following conditions:
      - (a) Seven (7) hours will constitute a day's work when a **shift** terminates by 6:00 p.m.
      - (b) Six (6) hours will constitute a day's work on a continuous **shift** that **terminates between 6:00 p.m. and** midnight. For Operators using Visual Display Units there will be two (2) **interchangeable** relief periods, one **fifteen (15)** minutes and one thirty (30) minutes in length. Each relief period will be scheduled to make work periods as equal as is practicable. For Operators not using Visual Display Units **thirty (30)** minutes as **close** to the middle of the **shift** as possible will be for relief and a lunch **period**.
      - (c) The conditions **outlined** in (a)(b) of this sub-clause do not apply on time worked on holidays when regular overtime will govern time worked.
    - (ii) The daily work period shall be confined within a nine (9) hour limit. **Sessions** or half **shifts** shall not be greater than Four (4) hours each. Relief periods of **fifteen (15)** minutes duration shall be given during **each session** except for single **operator shifts**, and as covered under Clause 1, Pan. (i)(b) above. This shall also apply to holidays.
    - (iii) On Saturdays, Sundays and Statutory Holidays the meal break will be **confined** to one-half (1/2) hour.
    - (iii) Operators at positions using Video Display Terminals will not be required to work longer than two (2) continuous hours without a relief period unless a **shift** is extended to work overtime. An operator may work up to one (1) hour overtime at the end of the **shift without** a relief period.
  2. **Shift** schedules shall be posted at least four (4) weeks in advance, by noon Thursday, and such schedules shall be arranged insofar as possible to suit local **requirements**.
  3. **Where** an employee's shift is changed temporarily to cover an employee absent and notice of change is not given at least eight (8) hours prior to start of shift, such employee shall receive one (1) extra half **hour's** pay for each hour

**SECTION 3 -OPERATOR SERVICES**

**ARTICLE 1 -HOURS OF WORN (Continued)**

Worked **not previously scheduled**; an **extra half day's** pay Shall **be paid** to a day operator whose hours are **changed** to relieve an absent night operator.

5. When the **shift** of an employee is changed with less than **seven (7)** days **notice**, at the request of the Company, for any reason other than as affected by **Clause 4** above, or for the **purpose** of **receiving** training, such employee shall receive **payment** at the overtime rate for each hour **worked** not previously scheduled-
6. Excepting **where permanent** night operators are **employed**, or shift is bid, night shifts shall be arranged to **ensure** that regular rotation of all 'Operators' be made to cover night **shifts** in **periods** of not more than four **(4)** weeks duration.
7. Employees shall not work more than five **(5)** days or five **(5)** nights per **week** **except under** emergency **circumstances**. These five **(5)** days or five **(5)** nights shall **include such** Sunday and holidays shifts as required.
8. In order to allow a night **operator** assigned nights off or in case of sickness or **accident** disability, a change of **shift** shall be made by a day operator in order to **replace** the night operator.
9. (i) The Operator **Services** manager may allow **concession** time without deduction of pay to employees during very **slack** hours. and shall keep a tally of one-half hour or over of such concession time. The total time per year generally not to **exceed** forty-two **(42)** hours for any one employee, and administered in **accordance with** the following paragraphs. In case of Plant failure, employees sent home or **instructed** not to report shall be paid as if on duty and **notation** made on the payroll accordingly.  
  
(ii) Each employee **will** be scheduled **one (1)** concession day in each **two (2)** calendar month period, beginning with January of each year.  
  
(iii) Employees appointed to staff or leaving the staff **during** a two **(2)** month **period** will be entitled to concession time on the following basis:

Full Weeks of <b>Service</b> in <b>Two Month Period</b>	Concession Days Entitlement
2 or less	0
more than 2 but less than 6	1/2
6 or more	1

Payroll cheques of employees leaving staff will be **adjusted** to reflect any over or **under utilization** of the concession days entitlement.

SECTION 3 -OPERATOR SERVICES

**ARTICLE 1 - HOURS OF WORK (Continued)**

- (iv) Concession days will be scheduled and distributed equally throughout **the two (2) month** period.
- (v) Concession days **are to be** scheduled together with two (2) other days off, **except** by mutual agreement.
- (vi) Concession days cannot be banked
- (vii) **Specific** requests by employees in the scheduling of concession **days will be** taken into consideration.
- (viii) **The** forty-two (42) hours **concession** time par year will be considered to be not **more** than six (6) operator **shifts** par year, regardless of **specific shifts** for which an employee may be scheduled to work.

**ARTICLE 2 - DIFFERENTIALS**

- 1. An operator temporarily performing any of the following duties shall be allowed a differential of **one dollar (\$1.00) per** hour. Such differential shall **also** apply when an employee is being paid on an overtime basis.

NOTE: Effective September **22, 1996** the above shift **differential will increase** to one dollar and **fifteen cents (\$1.15)**.

(i) Board Supervision.

(ii) Class **instruction**.

(iii) Operator in charge when there are two (2) other operators **on** duty

- \* 2. A Service Assistant shall be allowed an "In-Charge" **differential** of one dollar (**\$1.00**) per hour when there is no management personnel on duty and the Service Assistant is in charge of two (2) or **more** operators.

NOTE: Effective September **22, 1996** the above **shift** differential will **increase** to one dollar and **fifteen cents (\$1.15)**.

- 3. An employee **appointed** temporarily to **relieve** an **out-of-scope** position shall **be** paid a differential in addition **to the** regular wage rate, **calculated** at the rate of **five percent (5%)** of the employee's **regular** wage rate.

- 4. (i) An **Operator** or Service Assistant who normally works an **average** of five days per **week** and who, at the direction of the Company, works at least

### **SECTION 3 - OPERATOR SERVICES**

#### **ARTICLE 2 - DIFFERENTIALS (Continued)**

one **session** on each of successive Saturdays, shall **be** paid one-half time extra for **the hours worked** on the second **or** subsequent Saturday, **except** that this premium shall not **be** paid for any hours for which an employee is receiving overtime rates,

- (ii) An **Operator** or Service Assistant **who** normally works an average **of five (5) days per week and** who, at the direction of the Company, works at least one **(1)** session on each of successive Sundays, shall **be** paid one-half time **extra** for **the hours worked** on the **second** or subsequent Sunday in addition to the regular Sunday premium under **Section 1, Article 20, Clause 2, except** that this **premium** shall **not be paid** for any hours for which an employee is **receiving** overtime rates.
- (iii) **When** an employee who is assigned to work on a Saturday **or** Sunday exchanges the Saturday **or** Sunday assignment with another employee who was not assigned **to work** on that Saturday or Sunday, such Saturday or Sunday work shall not **be considered** as having been performed **"at the direction of the Company"** by either employee.
- (iv) This **premium** shall not **be included** in wage payments for **paid** absence from duty.
- (v) This premium will be paid in addition **to** normal hourly differential or Holiday pay.
- (vi) It is not intended, by reason of this premium payment, to **reduce** the number of weekends off work to which the employee would otherwise have **been** entitled.

#### **ARTICLE 3 - NIGHT STAFF**

- 1. Night hours shall be **24K to 7:00K**. Relief period will be two **(2)** fifteen **(15)** minute **periods** each back to **back** or thirty **(30)** minutes as close to the middle of the night hours as practicable.
- 2. Night hours shall be **considered** the day **worked** on the morning portion of **the shift**.
- 3. Wherever the Company and the Union have **agreed** on Permanent Night Operators **being** employed, any or all of these positions may be **reviewed** annually at the request of the Company **or the Union**

SOA/1

SECTION 3 - OPERATOR SERVICES

ARTICLE 4 - WAGE RATES AND CLASSIFICATIONS

Schedule 1

Weekly Rate

PROG. STEP	MAR 27/94	EFFECTIVE SEPT 22/96	EFFECTIVE MAR 21/98	CLASSIFICATION
A	399.00	406.00	410.00	Operators
B	412.00	419.00	423.00	
C	422.00	429.00	433.00	
D	431.00	438.00	442.00	
E	443.00	450.00	455.00	
F	456.00	463.00	468.00	
G	465.00	472.00	477.00	
H	497.00	504.00	509.00	
		530.00	535.00	

\*Schedule 2

Weekly Rate

PROG. STEP	MAR 27/94	EFFECTIVE SEPT 22/96	EFFECTIVE MAR 21/98	CLASSIFICATION
A	523.00	530.00	535.00	Service Assistant-Regina, Saskatoon(x), Service Analyst Supervisor(x), Service Assistant - Districts(m), Service Assistant/Force Administration (x-ceiling Service Assistant - Regina, Saskatoon, Service Analyst Supervisor) (xx-ceiling Service Assistant - Districts)
B	533.00	540.00	545.00	
C	547.00x	554.00x	560.00x	
D	574.00xx	581.00xx	587.00xx	
E	595.00	602.00	608.00	

\*Schedule 3

Weekly Rate

PROG. STEP	MAR 27/94	EFFECTIVE SEPT 22/96	EFFECTIVE MAR 21/98	CLASSIFICATION
A	402.00	409.00	413.00	Service Analyst
B	410.00	417.00	421.00	
C	422.00	429.00	433.00	
D	435.00	442.00	446.00	
E	447.00	454.00	459.00	
F	460.00	467.00	472.00	
G	474.00	481.00	486.00	
H	489.00	496.00	501.00	
I	506.00	513.00	518.00	

NOTE 1: The interval of each step in Schedules 1, 2, and 3 is 26 weeks.

● **ARTICLE I- HOURS OF WORK**

1. **Thirty-five (35) hours** shall **constitute** an average **week's** work consisting of five **(5)** consecutive seven **(7) hours** forty-seven **(47)** minute days and **administered** in accordance **with** the provisions set forth in Appendix **VIII** to this Agreement. There shall be a **maximum** of one **(1)** hour unpaid lunch between sessions,

**Subject** to the provisions of Appendix **VIII** a basic **week's** work for **all classifications** except those covered below shall consist of **five (5)** consecutive days, Monday to **Friday inclusive**. Normal hours shall be from **8:00 a.m.** to **12:00 noon** and from **1:00 p.m.** to **4:47 p.m.** However, employees may be required to work their regular number of hours between **8:00 am.** and **6:00 p.m.** to cover **local** requirements.

- (i) **Clerical Associate II (Toll Control Clerk)**, **Clerical Associate III (Inquiry Investigation Control)**, **Clerical Associate II (CMR)**; **Clerical Associate III (CMPR Input Control)**, **may be** scheduled. **Monday to Friday inclusive.** **from 7:00 a.m. to 6:00 p.m.**
- (ii) **Technical Assistants (Production Control) within ITM** and **Mail Machine Operators** may **be** scheduled Monday to Saturday inclusive, from **7:00 a.m. to 6:00 p.m.**
- (iii) **Clerical Associate IV (Repair Service Clerk)** may be scheduled, Monday to Saturday **inclusive**, from **7:00 a.m. to 10:00 p.m.**
- (iv) **Customer and Business Representatives** and **Clerical Associate IV (Assignment Centre Clerks)** may be scheduled to work, Monday to Friday inclusive, from **8:00 a.m. to 9:00 p.m.** and Saturday from **8:00 a.m. to 6:00 p.m.**
- (v) **Technical Assistant and Engineering Assistant** may be scheduled to work **Sunday to Saturday, inclusive** in **accordance with** the guidelines Outlined below.

2. **Shift work**

- (i) **Off Normal Hours (Shift Schedules)**

For the purpose of Section 4 of the Agreement wherever the term **Off Normal Hours** is used, it shall mean the hours scheduled between **6:00 p.m.** and **7:00 a.m.** Monday to Friday and/or Saturday, Sunday. Those employees scheduled off **normal** hours may be shifted as follows:

- (a) **Day Shift** -shall start and terminate at or between the hours of **7:00 a.m.** and **6:00 p.m.**

**SECTION 4 - CLERICAL and ADMINISTRATIVE STAFF**

**ARTICLE 1 - HOURS OF WORK**

- (b) Evening **Shift** - shall start and terminate at or between the hours Of **12:00** noon and midnight Total breaks shall be no greater than **one-half** hour of paid time.
- (c) Night **Shift** - shall start and terminate at or between the hours of midnight and **8:00** em. Total breaks shall be no greater than **one-half** hour of Paid time.
- (ii) Employees in Section 4 **classifications, who** work Off Normal Hours, other than Customer Representatives, Clerical Associate IV (Repair Service Clerks) and Business **Representatives** covered by **Regina and Saskatoon Telmart** Agreements, Mobility Agreement and the **Permanent Call Center** Agreement **will not be required** to work more than twenty-five **(25)** days on an off normal **shift** with a maximum of ten **(10)** Saturdays in a calendar year. Employees scheduled to exceed the limitations listed **herein**, shall be paid at the overtime rate. For day shift scheduled on Saturday and Sunday, unpaid lunch periods shall be limited to **30** minutes maximum.
- (iii) No **more** than twenty **percent (20%)** of the Customer Representatives or at the **Company's** discretion at least two **(2)** employees, **in** the classification within a location. will be required to work off normal hours at any one time. Employees **scheduled to exceed** the limitations listed herein, shall be paid at the overtime rate.
- (iv) Employees in the classifications of Clerical Associate IV (Assignment Centre **Clerks**), Clerical Associate IV (Repair Service Clerk), Customer or Business Representatives, and **Technical** or Engineering Assistants will be rotated through their extended hours shifting as required by their respective job function. All voluntary requests to work extended hours will be given first consideration in scheduling.
- (v) Shift schedules shall cover at least a four **(4)** week **period** and shall be posted at least **fourteen (14)** days prior to the date on **which** they are to become **effective**.
- (vi) No **shift** employee shall be assigned a single day off except on a Sunday
- (vii) Schedules shall be arranged in order to equitably **distribute shifts**, holidays or annual vacations.
- (viii) Where it is necessary to change an employee's shift for any **reason** other than sickness or **accident disability** and the employee is not given at **least seven (7)** days notice prior to the shift change, such employee shall receive payment at the overtime rate for all shifts changed with less than seven **(7)** days notice.

SECTION 4 -CLERICAL and ADMINISTRATIVE STAFF

ARTICLE 1 - HOURS OF WORK (Continued)

- (ix) Where it is evident that **absence** due to **sickness** or accident disability is to exceed **seven (7)** days, a revised schedule shall be posted and shall take the place of **the previously** posted schedule.
  - (x) Where a **shift** employee for urgent personal reasons wishes temporarily to change a **shift**, such employee may do so only **upon** obtaining the approval of the steward and the consent of the immediate manager.
  - (xi) Where an employee's **shift** is changed temporarily to cover an employee absent due to sickness or **accident** disability and notice of change of shift is not, or cannot be given at least eight **(8)** hours prior to **start** of shift, such employee shall receive payment at the **rate** of time and one-half for each hour worked in the **first** such **shift**.
  - (xii) With the immediate **manager's** approval, employees will be allowed to trade shifts on a **voluntary** basis. **provided** each is **qualified** to relieve the other.
  - (xiii) Split-shifts shall not **be allowed**.
  - (xiv) **A rest** period of not less than eight **(8)** hours shall be provided between **shifts**.
3. Employees who **normally** work an average of five **(5)** days per **week** and who, at the direction of the **Company**, work at least one **(1)** session on each of successive Sundays, shall be paid one-half time **extra for the** hours worked on the second or subsequent Sunday in addition to the regular Sunday premium under **Section 1, Article 20, Clause 2**, except that **this premium** shall not be paid for any hours for which an **employee** is receiving **overtime** rates.
4. **An** employee, working away **from** headquarters, and **the** employee's manager may mutually agree that ten **(10) hours be worked in** a day to a maximum of four **(4)** days in a week, however, if the total number of hours worked by the employee **exceeds** ten **(10)** hours in the day, forty **(40)** hours in the week or seventy **(70)** hours in the two **(2)** week block, overtime will be paid in accordance with Article **21** for all time in excess of the stated limits.

ARTICLE 2 - DEFINITION OF A TRAINEE

- An employee going through a practical period of training while employed by the Company. Any part of the training **period** may **be** waived on account of previous experience or related training. A trainee is required to have an educational standing



**SECTION 4 -CLERICAL and ADMINISTRATIVE STAFF**

**ARTICLE 2 - DEFINITION OF A TRAINEE (Continued)**

of Grade Eleven (XI) with a preference for higher educational qualifications. The educational qualifications can be waived by the consent of the President.

**ARTICLE 3 - SALES INCENTIVE PLAN**

**1. Assignment of Objectives**

- (i) Setting of objectives will be done on a fair and equitable basis
- (ii) Objectives will be based on both revenue and non-revenue components.
- (iii) Objectives will be set semiannually - should a change in frequency of objective setting be required the Union will be notified prior to implementation.
- (iv) Employees not eligible for the sales incentive plan at the time the objectives are set will not become eligible until the next objectives are set.
- (v) The Company will supply the Union semi-annually the percentage of objectives, both revenue and non-revenue, achieved by each employee participating in the plan.
- (vi) Where an employee is not satisfied with the objectives set (revenue or non-revenue), the employee will have the right to appeal to a committee consisting of one Account Representative appointed by the Union and one Management Representative appointed by the Company. Should the committee not be able to reach a consensus, the issue in dispute may be submitted to the fourth step of the grievance procedure to resolve or submit to expedited arbitration.

The above mentioned committees will work within the following guidelines:

- (a) Two committees will be established, one in the North Division and one in the South Division.
- (b) All meetings will take place during regular working hours and will be at the call of either party.
- (c) Issues submitted to the committee will be dealt with expeditiously within five (5) working days of submission.
- (d) No employee may sit on the committee if the issue before the committee involves a concern of which such employee may directly benefit.

**SECTION 4 - CLERICAL and ADMINISTRATIVE STAFF**

ARTICLE 3 - SALES **INCENTIVE PLAN (Continued)**

2. **Payment of Objectives**

(i) **Objective** payments from the Sales Incentive Plan Annual Schedule will be divided into **revenue** and non-revenue on a group basis as follows:

- (a) Small - Medium Business **80% - Revenue**  
**20% - Non-Revenue**
- (b) Large Business **60% - Revenue**  
**40% - Non-Revenue**
- (c) Major/Signature Services **40% - Revenue**  
**60% - Non-Revenue**

If required, **the** percentages will be reviewed and adjusted prior to each **objective** setting session

(ii) A **revenue** incentive **will be paid** semi-annually to **those employees** who exceed **their** revenue base **objectives** of eighty percent (80%).

(iii) Non-revenue incentives **will be paid** semi-annually on **each of** the four major categories and their ratings:

- (a) **Customer Service Satisfaction**
- (b) **Account Planning**
- (c) **Account Management**
- (d) **Marketing Initiatives**

**The** division of non-revenue objective categories will be jointly decided **between** the Account Representative and their Manager with no **category** accounting for less than **10%** of the non-revenue objectives. All **non-revenue objectives** and measurement tools will **be** jointly **decided between** the manager and Account Representative. If the manager and Account Representative **are** unable to jointly **establish** the non-revenue **objectives**, the Account Representative has the right to **appeal** in accordance with Clause 1 (vi) above.

Account Representatives will **receive** an incentive payment for **each** non-revenue **category** as follows:

- (a) **Customer Service Satisfaction**
  - 1 - 100%
  - 2 - 100%
  - 3 - 75%
  - 4 - 0
  - 5 - 0

SECTION 4 -CLERICAL and ADMINISTRATIVE STAFF

ARTICLE 3 -SALES INCENTIVE **PLAN** (Continued)

- Customers will be surveyed on the following dimensions. The total **number** of surveys to be done will be decided between the manager and the Account Representative:

<b>Accessibility</b>	<b>Problem Solving</b>
Delivery	Competence
Communications	Attitude

- (b) Account Planning
- 1 - 100%
- 2 - 75%
- 3 - 50%
- 4 - 0
- 5 - 0

- Measurements **will** be based on the following areas with the understanding that **all** areas may not be included. **The** Account Representative and the manager will decide which areas are included:

**Account Profiles/Plans**  
Territory Plans  
**Formal** Customer Planning Meetings (Agenda. Minutes.  
**Target Set - re: number of meetings)**  
**Opportunity** Analysis  
Partnership Guides  
Client **Blue** Prints

- (c) Account Management
- 1 - 100%
- 2 - 75%
- 3 - 50%
- 4 - 0
- 5 - 0

- Measurements **based** on criteria such as the following:

Teamwork	Communications
	Involvement
	Recognition
<b>Process:</b>	Industry <b>Knowledge</b>
	Account Base Management
	Analysis of trends base <b>etc.</b>
	Revenue Forecasting

SECTION 4 -CLERICAL and ADMINISTRATIVE STAFF

**ARTICLE 3 -SALES INCENTIVE PLAN (Continued)**

- (d) Marketing Initiatives
  - 1 - 100%
  - 2 - 75%
  - 3 - 50%
  - 4 - 0
  - 5 - 0

Measurements based on criteria such as the following:

**Focus on Network** Services and **Based** on Network Usage:  
**Measurement** may **be** based on minutes or messages

**Centrex** and Business Terminals:  
Measurement may be based on the **number** of lines by **USOC**

**Integrated Office** system:  
Measurement may be number of Message Managers, by **USOC**

- Sb/f
- (iv) In accordance with the **above** divisions of revenue and non-revenue **objectives** and payments the following Sales Incentive Plan Annual Schedule shall apply:

SALES **INCENTIVE PLAN** ANNUAL SCHEDULE

<u>% of Objective</u>	<u>Incentive Payment (\$)</u>
81%	1159
82%	1440
83%	1720
84%	2000
85%	2281
86%	2561
87%	2841
88%	3121
89%	3402
90%	3683
91%	3963
92%	4243
93%	4523
94%	4803
95%	5084
96%	5365
97%	5645
98%	5925
99%	6205

**SECTION 4 - CLERICAL and ADMINISTRATIVE STAFF**

ARTICLE 3 -SALES **INCENTIVE** PLAN (Continued)

100%	6486
101%	6766
102%	7046
103%	7327
104%	7607
105%	7888
106%	8168
107%	8448
108%	8728
109%	9008
110%	9290
111%	9570
112%	9850
113%	10130
114%	10410
115%	10691
116%	10971
117%	11252
118%	11532
119%	11812
120%	12093
121%	12373
122%	12653
123%	12933
124%	13214
125%	13505

- \* (v) **Account** Representatives who leave the classification during the term of an incentive cycle shall be paid a pro-rated incentive based on actual results achieved, both revenue and non-revenue, versus the monthly forecast for the number of months **worked** in the incentive **cycle**.

3. **Adjustment to Earned Incentive Payments**

- (i) Adjustments will not be made as a result of:

Revenue Incentive Payment

- bankruptcies following adequate credit checks
- going out of business
- **change of ownership where** new owner does not honour the **contract**

- (ii) **Adjustments** may be made where:

SECTION 4 -CLERICAL and ADMINISTRATIVE STAFF

ARTICLE 3 -SALES INCENTIVE PLAN **(Continued)**

Revenue Incentive Payment

- order is **cancelled** within sixty **(60)** days of **contract** date
- **adjustments** required as a result of errors made by the **Account** Representative

(iii) **Benefits and Deductions**

**Revenue** and Non-Revenue Payments

- vacation **pay** will be granted on base pay plus incentive received
- pension **deductions** and Union dues will be established on base salary plus incentive **received**
- long **service** bonus **upon** retirement will **be** granted on base pay plus incentive received
- **casual** and extended sick leave will be granted on base pay

\* 4. Position Reassignment

- (i) Account Representatives who fail to attain **eighty** percent (80%) of **their** revenue objective or **received** more than a total of **twelve (12)** rating points **when** totalling **the** four non-revenue objectives, for a **period** of six **(6)** months will **be** notified immediately after the completion of the six **(6)** **month period** in **which** they failed to meet the above revenue and **non-revenue** objectives, and will be given the following six **(6)** months to **meet** the above revenue and non-revenue **objectives**, with **the requirement** that these objectives be maintained for one **(1)** year **thereafter**. In the event the employee fails to meet eighty percent **(80%)** of their **revenue objective** or fails to receive a total of **twelve (12)** or less rating points **when** totalling the four non-revenue objectives, in that **second** six **(6)** month period or fails to maintain the above revenue and non-revenue **objectives** for one **(1)** year thereafter, the employee may be reassigned to another position as negotiated between the Company and the Union. No employee will be reassigned if they have not had the opportunity to receive adequate **training** courses.
- (ii) Should an Account Representative wish to **be** reassigned from the Account Representative position **they** shall be afforded the opportunity to approach either the Company or the Union, who will attempt to negotiate a favourable placement of the **individual**. However, their first option would **be** to bid out of the position per the Collective Agreement

**SECTION 4 - CLERICAL and ADMINISTRATIVE STAFF**

**ARTICLE 4 - WAGE RATES AND CLASSIFICATIONS (Continued)**

**\*Schedule 1**

PROG STEP	<u>Weekly Rate</u>			CLASSIFICATION
	<u>MAR 27/94</u>	<u>EFFECTIVE SEPT 22/96</u>	<u>EFFECTIVE MAR 21/98</u>	
A	405.00	412.00	416.00	Clerical Associate I
B	410.00	417.00	421.00	Clerical Associate II
C	419.00	426.00	430.00	Clerical Associate III
D	424.00	431.00	435.00	
E	436.00	443.00	447.00	
F	447.00	454.00	459.00	
G	460.00	467.00	472.00	
H	478.00	485.00	490.00	
I	497.00	504.00	509.00	

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**NOTE:** The interval of each Step is 26 weeks.

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**\*Schedule 2**

PROG. STEP	<u>Weekly Rate</u>			CLASSIFICATION
	<u>27/94</u>	<u>EFFECTIVE SEPT 22/96</u>	<u>EFFECTIVE 21/98</u>	
A	424.00	431.00	435.00	Clerical Associate IV
B	436.00	443.00	447.00	
C	447.00	454.00	459.00	
D	460.00	467.00	472.00	
E	478.00	485.00	490.00	
F	497.00	504.00	509.00	
G	523.00	530.00	535.00	
H	559.00	566.00	572.00	

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**NOTE:** The interval of each Step is 26 weeks.

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**SECTION 4 -CLERICAL and ADMINISTRATIVE STAFF**

**ARTICLE 4 -WAGE RATES AND CLASSIFICATIONS (Continued)**

**\*Schedule 3**

PROG. STEP	MAR 27/94	Weekly Rate		CLASSIFICATION
		EFFECTIVE SEPT 22/96	EFFECTIVE MAR 21/98	
A	443.00	450.00	455.00	Clerical Associate V
B	465.00	472.00	477.00	
C	493.00	500.00	505.00	
D	519.00	526.00	531.00	
E	586.00	593.00	599.00	
F	630.00	637.00	643.00	
G	664.00	671.00	678.00	
I	702.00	709.00	716.00	See Note 2
J	740.00	747.00	754.00	See Note 2

**NOTE 1:** The interval of each Step is 26 weeks.

**NOTE 2:** Step I & J cover green circled employees from old Section 4, Schedule III, Group III & IV (prior to 1991).

**\*Schedule 4**

PROG. STEP	MAR 27/94	Weekly Rate		CLASSIFICATION
		EFFECTIVE SEPT 22/96	EFFECTIVE 21/98	
A	409.00	416.00	420.00	Auto Messenger, Building
B	424.00	431.00	435.00	Delivery Attendant,
C	443.00	450.00	455.00	Multilith Operator,
D	458.00	465.00	470.00	Mail Machine Operator(x)
E	476.00x	483.00x	488.00x	(See Note 1)
F	493.00	500.00	505.00	(X-Ceiling)
G	526.00	533.00	538.00	
H	552.00	559.00	565.00	Senior Multilith Operator
I	567.00	574.00	580.00	(see Note 2)

**NOTE 1:** The interval of each Step is 26 weeks

**NOTE 2:** The interval of Step H is 52 weeks.



**SECTION 4 -CLERICAL and ADMINISTRATIVE STAFF**

ARTICLE 4 -WAGE RATES AND CLASSIFICATIONS (Continued)

Schedule

PROG. STEP	Weekly Rate			CLASSIFICATION
	MAR 27/94	EFFECTIVE SEPT 22/96	EFFECTIVE MAR 21/98	
A	473.00	480.00	485.00	Trainee
AI	478.00	485.00	490.00	Marketing Trainee
B	487.00	494.00	499.00	
B1	495.00	502.00	507.00	
C	506.00	513.00	518.00	
D	514.00	521.00	526.00	
E	540.00	547.00	552.00	
F	574.00	581.00	587.00	
G	621.00	628.00	634.00	Technical Assistant, Engineering
H	673.00	680.00	687.00	Assistant, <b>Administrative</b>
I	722.00	729.00	736.00	Assistant, Accountant, Planning
J	793.00	800.00	808.00	Assistant, Development Analyst,
K	800.00	807.00	815.00	Personnel Assistant, Public
L	813.00	820.00	828.00	Affairs Assistant, Graphics & Display Assistant, Marketing Assistant I, Marketing Research Assistant I
M	825.00	832.00	840.00	Marketing Assistant II, Marketing Research Assistant II

**NOTE 1:** The interval of Step A, AI, B and B1 is 13 weeks.

**NOTE 2:** The interval of all other Steps is 26 weeks per step.

**NOTE 3:** Each 26 weeks after reaching Step F an employee will be given an opportunity to qualify for Step G.

**NOTE 4:** Each 26 weeks after reaching Step K an employee will be given an opportunity to qualify for Step L.

**NOTE 5:** If an employee will not qualify for Step G or Step L they will be advised in writing six (6) months prior to the applicable advancement date that they will be held back at that point. Such notification will state the reason for the holdback. The employee will also be given an opportunity to overcome the stated deficiencies.

**NOTE 6:** Each 26 weeks after reaching Step L a Marketing Research Assistant I / Marketing Assistant I will be given an opportunity to qualify for Step M.

**SECTION 4 - CLERICAL and ADMINISTRATIVE STAFF**

ARTICLE 4 -WAGE **RATES** AND CLASSIFICATIONS (Continued)

**\*Schedule 6**

PROG. STEP	<u>Weekly Rate</u>			<u>CLASSIFICATION</u>
	<u>SEP 27/94</u>	<u>EFFECTIVE 22/96</u>	<u>EFFECTIVE MAR 21/98</u>	
A	506.00	513.00	518.00	Customer Systems
B	514.00	521.00	526.00	Analyst
C	540.00	547.00	552.00	
D	574.00	581.00	587.00	
E	621.00	628.00	634.00	
F	673.00	680.00	687.00	
G	722.00	729.00	736.00	
H	793.00	800.00	808.00	
	813.00	820.00	828.00	
J	854.00	861.00	870.00	
K	878.00	885.00	894.00	

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**NOTE:** The interval of each Step is 26 weeks.

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SECTION 4 -CLERICAL and ADMINISTRATIVE STAFF

**ARTICLE 4 -WAGE RATES AND CLASSIFICATIONS (Continued)**

**\*Schedule 7**

PROG. STEP	M A	R 27/94	Weekly Rate		CLASSIFICATION
			EFFECTIVE SEPT.22/96	EFFECTIVE MAR.21/98	
A		439.00	446.00	450.00	Customer Representative
B	451	.00	458.00	463.00	
C		462.00	469.00	474.00	
D		475.00	482.00	487.00	
E		493.00	500.00	505.00	
F	511	.00	518.00	523.00	
G		538.00	545.00	550.00	
H		574.00	594.00	600.00	

**NOTE:** The interval of each Step is 26 weeks.

**\*Schedule 8**

PROG. STEP	M A	R 27/94	Weekly Rate		CLASSIFICATION
			EFFECTIVE 22/96	EFFECTIVE 21/98	
A		507.00	514.00	519.00	Business Representative
AI		512.00	519.00	524.00	
B		521.00	528.00	533.00	
B1		529.00	536.00	541.00	
C		540.00	547.00	552.00	
D		548.00	555.00	561.00	
E		574.00	581.00	587.00	
F		608.00	615.00	621.00	

**NOTE 1:** The interval of Step A, AI, B and B1 is 13 weeks.

**NOTE 2:** The interval of all other Steps is 26 weeks per step.

SECTION 4 - CLERICAL and ADMINISTRATIVE STAFF

ARTICLE 4 - WAGE RATES AND CLASSIFICATIONS (Continued)

Weekly Rate

Schedule 9

<u>PROG. STEP</u>	<u>MAR 27/94</u>	<u>EFFECTIVE SEPT 22/96</u>	<u>EFFECTIVE MAR 21/98</u>	<u>CLASSIFICATION</u>
A	473.00	480.00	485.00	Directory Sales Representative x, Service Advisor xxx,
A1	478.00	485.00	490.00	
B	487.00	494.00	499.00	Communications Consultant (Phone Power) xx, Sales
B1	495.00	502.00	507.00	
C	506.00	513.00	518.00	Associate, Sales Coordinator (x-Ceiling)
D	514.00	521.00	526.00	
E	540.00	547.00	552.00	(xx-Ceiling)
F	574.00	581.00	587.00	(m-Ceiling)
G	621.00	628.00	634.00	
H	673.00	680.00	687.00	
I	722.00x	729.00x	736.00x	
J	793.00	800.00	808.00	
K	801.00xx	808.00xx	816.00xx	
L	807.00xxx	814.00xxx	822.00xxx	
M	814.00	821.00	829.00	

**NOTE 1:** The interval of Step A, A1, B and B1 is 13 weeks.

**NOTE 2:** The interval of all other steps is 26 weeks.

**NOTE 3:** Each 26 weeks after reaching Step L an employee will be given an opportunity qualify for Step M.

**SECTION 4 - CLERICAL and ADMINISTRATIVE STAFF**

**ARTICLE 4 - WAGE RATES AND CLASSIFICATIONS (Continued)**

<u>Schedule 10</u>		Weekly Rate		CLASSIFICATION
PROG.		EFFECTIVE	EFFECTIVE	
STEP	MAR 27/94	SEPT 1 22/96	MAR 21/98	
A	430.00	437.00	441.00	Account Representative
A1	435.00	442.00	446.00	
B	443.00	450.00	455.00	
B1	451.00	458.00	463.00	
C	461.00	468.00	473.00	
D	469.00	476.00	481.00	
E	493.00	500.00	505.00	
F	525.00	532.00	537.00	
G	570.00	577.00	583.00	
H	619.00	626.00	632.00	
I	665.00	672.00	679.00	
J	732.00	739.00	746.00	
K	740.00	747.00	754.00	
L	745.00	752.00	760.00	
M	752.00	759.00	767.00	

**NOTE 1:** The interval of Step A, A1, B and B1 is 13 weeks.

**NOTE 2:** The interval of all other Steps is 26 weeks.

**NOTE 3:** Each 26 weeks after reaching Step L an employee will be given an opportunity to qualify for Step M.

**\*Schedule 11**

<u>Schedule 11</u>		Weekly Rate		CLASSIFICATION
PROG.		EFFECTIVE	EFFECTIVE	
STEP	MAR 27/94	SEPT 22/96	MAR 21/98	
A	413.00	424.00	424.00	Drafting Technician Trainee
B	431.00	438.00	442.00	
C	447.00	454.00	459.00	
D	462.00	469.00	474.00	
E	480.00	487.00	492.00	
F				
G	528.00	503.00	540.00	
H	550.00	557.00	563.00	GROUP I Drafting Technician I
I	569.00	596.00	602.00	
J	598.00	605.00	611.00	Drafting Technician II
K	621.00	628.00	634.00	
	651.00	658.00	665.00	Chief Drafting Technician

**NOTE:** The interval of each step is 26 weeks.

Each 26 weeks after reaching

opportunity Step G an employee to qualify will for Group be given f.

**NOTE:** The interval of Step H is 5 weeks.

**NOTE:** The interval of Step J is 5 weeks.

SECTION 5 - SYSTEMS STAFF

ARTICLE 1 -HOURS OF WORK

**Thirty-five (35) hours** shall **constitute** an **average** week's work and shall be **administered** in accordance with **the** provisions set forth in Appendix VIII, to **this** agreement

Subject to the provisions of Appendix VIII a basic **week's** work for all classifications **except those covered** below shall consist of **five (5) consecutive** days. Monday to Saturday **inclusive**. Normal **working** hours shall be **8:00 a.m.** to **12:00 noon** and from **1:00 p.m.** to **4:47 p.m.** However, employees may be required to work between the hours of **7:00 a.m.** to **6:00 p.m.** to cover **local** requirements **with** a maximum of one (1) hour lunch period **between sessions**.

(i) **Programmer Analyst** may be **scheduled**, Monday to Friday inclusive from **7:00 am.** to **9:00 p.m.** **and/or** Saturday from **7:00 a.m.** to **6:00 p.m.**

ARTICLE 2 - DEFINITION OF A **TRAINEE**

An employee going through a practical **period** of training while employed by the Company. Any **part** of **the** training **period** may be waived on **account** of previous **experience** or related **training**. A trainee is required to have an **educational** Standing of Grade **Eleven** (XI) with a preference for higher educational **qualifications**. The educational **qualifications** can be waived by the consent of **the** President.

ARTICLE 3 -PART TIME STAFF

It is agreed that staff may be employed **on a part** time basis up to a maximum of ten percent (**10%**) of Schedule 1. The conditions **outlined** in Appendix II shall apply.

**SECTION 5 - SYSTEMS STAFF**

**ARTICLE 4 - WAGE RATES AND CLASSIFICATIONS**

**\*Schedule 1**

Weekly Rate

<u>PROG. STEP</u>	<u>MAR 27/94</u>	<u>EFFECTIVE SEPT 22/96</u>	<u>EFFECTIVE MAR 21/98</u>	<u>CLASSIFICATION</u>
A	526.00	572.00	578.00	Programmer Analyst
B	565.00	596.00	602.00	
C	589.00	630.00	636.00	
D	623.00	656.00	663.00	
E	649.00	688.00	695.00	
F	681.00	719.00	726.00	
G	712.00	759.00	767.00	
H	752.00	796.00	804.00	
I	789.00	848.00	856.00	
J	841.00	891.00	900.00	
<hr/>				
A	789.00	848.00	856.00	Business Analyst
B	841.00	891.00	900.00	
C	884.00	923.00	932.00	
D	916.00	965.00	975.00	
E	958.00	1005.00	1015.00	
<hr/>				
A	789.00	848.00	856.00	Technical Analyst
B	841.00	891.00	900.00	
C	884.00	923.00	932.00	
D	916.00	965.00	975.00	
E	958.00	1005.00	1015.00	

**NOTE:** The interval of each Step is 26 weeks.

APPENDIX

MEMORANDUM OF AGREEMENT regarding the employment of **Part Time Telephone Operators**.

- 7/I \* It is agreed that operators may be employed on a **part** time basis up to a maximum of **fifteen percent (15%)** of the staff in any Operator Service Complex and that students **who** have applied to the Company for full time employment when they have finished school, may be employed for training on a part time basis.

The following **conditions** shall apply to part time **operators**:

- 7/A 1 For **part** time operators one hundred and **fifty-two (152)** hours shall be considered a month's work. When they have accumulated one hundred and **fifty-two (152)** hours of work they shall become members of the Union and shall have Union dues **deducted** for each accumulation of one hundred and **fifty-two (152)** hours and **such** monies shall be paid to the Secretary-Treasurer of the Communications, Energy and **Paperworkers** Union of Canada accompanied by a list of the part time operators for and on behalf of whom such deductions have **been** made.
- 7/K 2. Part time **operators** shall be paid on an hourly basis, **based** on the **operator's wage schedule** and shall be eligible for differential payments where applicable. They shall be paid for the time worked, in a pay **period**, on the regular pay date without an interim Payment. **Ex-operators who are re-employed** within one (1) year of leaving the Company shall receive an hourly rate based on the wage rate for their **wage** length of service when they **left** the Company.
- 7/B 3. Part time operators Will **receive vacation pay** in the proportion that the hours worked bears the total working hours in a year, namely one thousand eight hundred and twenty-seven (**1827**), and will be reimbursed their earned **vacation** pay credits on a current basis as calculated each pay **period**.
- 4 The hours worked shall be cumulative for wage progression schedules on the **basis** that one hundred and **fifty-two (152)** hours is considered a month's work.
- 7/D 5. **Part** time operators shall be eligible for pro-rated sick leave benefits in accordance with the Sick Leave Regulations as outlined in Article **24**.
6. Part time operators who **become** full time employees shall have **their** part time **service credited** for transfer to permanent staff, for vacation rights and **seniority**, on a **cumulative** basis.



APPENDIX I (Continued)

**NOTE:** It is agreed that part time **positions** will be maintained in all offices within a complex where possible. It is further agreed that no **office within** a complex will be converted to a complete part time staff.

REVISED: 1996

APPENDIX II

MEMORANDUM OF AGREEMENT regarding the employment of Part Time Employees in the Data Processing Centre and Revenue Accounting.

It is **agreed** that **ex-employees** may be employed on a part time basis up to a maximum of ten percent **(10%)** of the staff.

The following conditions shall apply to part time employees in the Data Processing Centre and Revenue Accounting.

1. For part time **clerical** associates one hundred and **fifty-two (152)** hours shall be considered a month's work. When they have accumulated one hundred and **fifty-two (152) hours** of work they shall become members of the Union and shall have Union dues **deducted** for each accumulation of one hundred and fifty-two **(152)** hours and such monies shall be paid to the Secretary-Treasurer of the Communications, Energy and **Paperworkers** Union of Canada accompanied by a list of the part time clerical associates for and on behalf of whom such **deductions** have been made.
2. Part time clerical associates shall be paid on an hourly basis, based on the clerical associate wage schedules and shall be eligible for differential payments where applicable. They shall be paid for the time worked, in a pay period, on the **regular pay** date without an interim **payment**. Clerical **associates** who are **re-employed within** one **(1)** year of leaving the Company shall receive an hourly rate based on the wage rate for their wage length of service.
3. Part time clerical associates will receive vacation pay in the proportion that the hours worked **bears** to the total working **hours** in a year, namely one thousand eight hundred and twenty-seven **(1827)**, and will be **reimbursed** their **earned** vacation pay credits on a current basis as calculated each pay period.
4. The hours worked shall be cumulative for wage progression schedules on the basis that one hundred and **fifty-two (152)** hours is considered a month's work.
5. Part time clerical associates who are scheduled to regular shifts shall be allowed pm-rated sick leave **benefits** in accordance with the Sick Leave **Regulations** outlined in Article **24**.

APPENDIX II (Continued)

6. Part time **clerical** associates who are eligible for pro-rated **sick** leave benefits **will also** be eligible for pro-rated wages while on jury duty.
7. Part time **clerical** associates **who** become full time employees shall have their part time **service** credited **for** transfer to permanent staff, for **vacation** rights and seniority, on a cumulative basis.

REVISED: 1993

APPENDIX III

MEMORANDUM OF AGREEMENT regarding the employment of part time Customer Representatives, Business Representatives, Clerical Associate I (Tellers), Clerical Associate I (Service Order Typists), Clerical Associate IV (Assignment Centre), Clerical Associate IV (Repair Service) and part time employees in staff locations other than **Regina** and **Saskatoon classified** as Clerical Associate I to IV.

\*It is agreed that part time Customer Representatives and **Business** Representatives in Regina and **Saskatoon** may be employed for a number of hours equal to a maximum of fifteen percent (15%) times (x) thirty-five (35) hours times (x) full time employees in each **classification per office**. All other **classifications** listed above may be employed on a part time basis up to a maximum of the number of days off (D.O. days), in an office over a two week **period**.

The following conditions shall apply:

1. For part time employees one hundred and fifty-two (152) hours shall be considered a months work. **When become** members of the Union and shall have **fifty-two (152) hours** of work they shall **become** members of the Union and shall have **Union** dues deducted for each accumulation of one hundred and fifty-two (152) **hours** and such monies shall **be** paid to the **Secretary-Treasurer** of the Communications, Energy and **Paperworkers** Union of Canada accompanied by a list of the part time employees for and on behalf of whom such deductions have **been made**.
2. Part time employees shall be paid on an hourly basis, based on the appropriate clerical wage schedule. They shall be paid for **the** time worked, in a pay period, on the regular pay date without an interim payment. Employees who are re-employed within one (1) year of leaving the Company shall receive an hourly rate based on the wage rate for their wage length of service
3. Part time employees will receive vacation pay in the proportion that the hours worked bears to the **total** Working hours in a year, namely **one** thousand eight hundred and twenty-seven (1827), and will **be** reimbursed their **earned** vacation pay credits on a current basis as calculated each pay **period**.

APPENDIX III (Continued)

4. The hours worked shall be cumulative for wage progression schedules on the basis that one hundred and **fifty-two (152)** hours is considered a month's **work**.
5. Part time employees who are scheduled to regular **shifts** shall **be** allowed **pro-rated** sick leave benefits in accordance with the **Sick Leave Regulations** Outlined in Article **24**.
6. **Part** time employees who are eligible for pro-rated sick leave benefits **will also be** eligible for pro-rated wages while **on** jury duty.
7. Part time employees **who become** full time employees shall have their part **time** service credited for transfer to permanent staff, for vacation rights **and** seniority, on a cumulative basis.
- \* 8. (i) Part time Clerical Associate III's in each staffed district office throughout the **Province** other than Regina, **Saskatoon**, Moose Jaw, North **Battleford**, Prince Albert, Swift Current, **Yorkton and Weyburn** may be employed on a part time basis for a minimum of fifteen **(15)** hours per week/per location to a maximum of thirty **(30)** hours per **week/per location**, in **accordance** with the provisions of Clause **1** to **7** above.  
(ii) The typical duties of **this position** shall include the responsibilities associated to a Clerical Associate **I plus** handling of Customer inquiries, handling of some customer **sales** and the **filling** out of the appropriate forms related to sales, returns and repairs.  
(iii) There shall **be** no more than one regular part time employee per location **working** the prescribed hours as listed above. The parties further agree **that each** location may have an additional temporary part time **employee** for the sole **purpose** of **covering** for the above noted regular **part** time employees **on** such leaves **as** vacation, short **term** sickness and training.

REVISED: 1996

APPENDIX IV

MEMORANDUM OF AGREEMENT regarding Permanent Part Time **Office** Cleaners

It is agreed that the following conditions shall apply to the employment of **Office** Cleaners

1. For **Office** Cleaners one hundred and **sixty-three (163)** hours shall **be** considered a **month's** work. **When** they have accumulated one hundred and **sixty-three (163)** hours of **work** they shall **become** members **of the** Union and shall have Union dues

**APPENDIX IV (Continued)**

**deducted** for each accumulation of one hundred and sixty-three (163) hours and such monies shall be paid to **the** Secretary-Treasurer of **the** Communications, Energy and **Paperworkers** Union of Canada **accompanied** by a list of employees for and on **behalf** of whom such deductions have **been** made.

2. Notwithstanding the provisions of Clause 1, above, **those** employees **who were** in the employ of the Company as of **March 9, 1974** shall have **the** option of joining **or** not joining the Union, but shall nonetheless be **accorded the provisions** of the Memorandum of Agreement. **Henceforth** any **new** employees hired on or **after** **March 10, 1974** shall be required to **become members** of the Union as per **Clause 1** above.
3. **Office** Cleaners shall **be** paid on an hourly basis, as **specified** in **Clause 8** following, and shall **be** eligible for differential payments **where** applicable. They shall **be** paid for **the accumulated** time worked, in **a two-week** period, on the regular pay date without an interim payment.
4. **Office** Cleaners shall **be** entitled to an annual **vacation** with pay as **provided** in Article **16** of the **current** Union Agreement. **During** such **vacation** they shall **be** paid their regular wage rate, **based upon the actual number of** hours which they would normally have worked in the duration of their vacation leave.
5. **Office** Cleaners shall be allowed **sick** leave **benefits** in **accordance** with **the Sick** Leave Regulations. Daily or weekly **rates** of pay, for sick leave purposes, shall **be** based **upon** the number of hours normally **worked** by the absent employee.
- \* 6. **Office** Cleaners shall **be** allowed to participate in the Disability **Income** Plan sponsored by the Saskatchewan **Government** if they **meet** the conditions **set** forth in the supplementary **booklet** covering the details of the Plan.
7. Employees **requesting** a change of work location, from one building to another in the **same headquarters**, will submit **such request** in writing. When a vacancy **occurs** in the **building** requested, the most **senior** applicant will **be** given **first** consideration.

**8. WAGE RATES**

Effective	<u>Hourly Rate</u>
March 27, 1994	\$10.85
September 22, 1996	\$11.05
March 21, 1998	\$11.15

REVISED: 1996

APPENDIX

MEMORANDUM OF AGREEMENT regarding Part time Hours for Regina and **Saskatoon Telmarts**, Enhanced Business **Office** (outside Regina and **Saskatoon**) and **Saskatoon Mobility**.

Enhanced Business **Office** shall mean a **SaskTel** retail store (**Telmart**) and the associated **business office** in the same location. Hours of operation may vary from location to location based on the local **retail** shopping hours. **Hours** of work for employees will be regulated in accordance with Section 4 - Clerical and Administrative Staff, Article 1 - Hours of Work, **Clause 1** (iv) of the Collective Agreement.

1. It is **agreed** that part time employees in Regina and **Saskatoon Telmarts**, Enhanced Business **Offices** and **Saskatoon Mobility operations** may be employed for a number of hours equal to a maximum of forty percent (40%) of the retail hours open per week multiplied by the number of **permanent** full time Customer Representatives or **Business Representatives** at the office.
2. It is further agreed that **fifty percent (50%)** of the hours available to the part time Business Representative or Customer Representative classifications be guaranteed to Permanent Part Time Business Representatives or Customer Representatives where the above formula provides at least forty (40) hours of **part** time work per week within the **respective** classification. Permanent Part Time Business **Representatives** or Customer Representatives shall be scheduled a minimum of **twenty (20)** hours Per **week**.

REVISED: 1996

APPENDIX VI

MEMORANDUM OF AGREEMENT regarding **SaskTel** Employees Personal Problem Program - **STEPPP**.

20/c STEPPP is a joint endeavour of **SaskTel** and Communications, Energy and **Paperworkers** Union of Canada. **STEPPP** recognizes that a wide range of personal problems can affect the well being of **SaskTel** employees, their immediate families, superannuates and their immediate families. **STEPPP** will endeavour to w-ordinate the provision of assistance to solve **personal** problems on a strictly voluntary and **confidential** basis.

The following conditions apply to **STEPPP**:

1. **STEPPP** will be a voluntary program. USE OF THIS PROGRAM FOR **DISCIPLINARY** PURPOSES WILL NOT BE PERMITTED. An employee using this program will have neither **job security** nor **promotional opportunities** **jeopardized** by discussing a personal problem and accepting or declining a referral. The decision to accept assistance, **counselling**, treatment or rehabilitation, etc.. is the responsibility of the individual employee, superannuate or family member.

APPENDIX VI (Continued)

2. **STEPPP** will be a **confidential** program. The identity of any **individual** using the program and any reference notes, referral information or **follow-up** contacts will be kept in STRICTEST CONFIDENCE. The **co-ordinator's office** shall be located off premise to Saskatchewan **Telecommunications**. A toll free number shall be provided. **When** the **co-ordinator** is not available, an **independent answering service will** relay messages.
- 21/1 3. **STEPPP will be basically** a referral program **Initial** discussion **in** many cases will lead **to referral to professional and/or** community resources for assistance
4. An ongoing Joint **STEPPP** Committee of three members representing Management and three members representing the **Union** will monitor and recommend **revisions** to improve **STEPPP**. The committee will recommend a **STEPPP co-ordinator**. The **co-ordinator's** performance will be reviewed annually and **action** toward replacement will be initiated only when needed. The **co-ordinator** will report to the Vice **President Human Resources** or a delegate **thereof** and is responsible to the committee for interpretation and implementation of the program. The **co-ordinator** may not serve on the committee.
5. In cases when a client of the **program** requests or requires medical leave, this shall **be co-ordinated** by the Health Services Department under existing **sick** leave regulations. There may **be cases** where time off **during** normal working hours for appointments for a non medical problem are unavoidable. To guard the **confidential** nature of the program, the Vice President **Human Resources**, or a delegate **thereof**, is **authorized** to recommend to the client's manager the granting of pressing emergency leave **without** identifying a specific reason.
6. Management and Union will be responsible for making all employees aware of the **objectives** of **STEPPP** and to **actively** support these objectives.
7. A local Union representative will be in attendance at m-Company **STEPPP seminars** at Company expense.

The **above STEPPP** policy **will** remain in effect unless cancelled by either party. In the unlikely event that mutual **agreement** on any **point** cannot be **reached** in a reasonable period of time, the Company reserves the right to continue the program unilaterally and the Union reserves the **right** to withdraw its support

REVISED: November 13, 1992

APPENDIX VII

MEMORANDUM OF AGREEMENT **regarding** Voluntary Lay-off Rights. (i.e. Lay-off due to lack of available position when employees relocate for personal reasons).

APPENDIX VII (Continued)

The Company and the Union agree that permanent employees who for personal reasons wish to relocate from one staffed town or city to another and are prevented from doing so due to the lack of reasonable vacancies in entrance and non-entrance positions shall be granted voluntary lay-off for a period not to exceed twelve (12) months. To be eligible for such lay-off an employee must have completed twelve (12) consecutive months of continuous service at the time the lay-off is to commence.

During such lay-off the employee may continue to make application for posted entrance and non-entrance positions and such applications will be given consideration by the Company. If the employee has not been successful in obtaining a position by the end of the twelve (12) month lay-off the employee's services shall be terminated.

It is further agreed that the employee's seniority shall not accumulate beyond the first ninety (90) days of lay-off.

Employees on lay-off in accordance with this provision shall have the option of submitting their names for available part time and/or temporary positions and will be given consideration for such positions.

An employee on lay-off in accordance with this provision shall continue to receive coverage under the Group Life Insurance Policy and the Disability Income Plan by deduction of the appropriate premium; such deduction to be made at the commencement of the lay-off and adjusted when the employee returns to work or resigns. Such employee shall also continue to participate in the Public Employees Superannuation Plan or the Saskatchewan Telecommunications Superannuation Plan, whichever the employee was enrolled in immediately prior to commencement of voluntary lay-off, said participation shall be in accordance with the applicable Legislative Acts and Regulations.

\*APPENDIX VIII

MEMORANDUM OF AGREEMENT regarding Hours of Work.

The hours of work for certain employees shall be as follows:

1. SECTION 4 - CLERICAL and ADMINISTRATIVE STAFF,  
SECTION 5 - SYSTEMS STAFF
  - (i) Subject to the provisions of Section 4, Article 1 and Section 5, Article 1 of the Agreement the basis of the hours of work shall be thirty-five (35) hours per week.
  - (ii) Effective October 4, 1981 the daily work period shall be seven hours and forty-seven minutes (7:47) per day and each employee shall be entitled to one (1) additional scheduled day off in each two (2) week block of time.

2. The foregoing provisions of clauses 1 and 2 shall be administered according to the principles set forth **below**:

(i) The additional days **off will be** scheduled by the Company in such a way as to be consecutive with **and** extend the employee's weekend, unless otherwise mutually agreed to. **In some departments or locations the entire office may be closed, if** practicable, rather than employees having individual days off.

(ii) Employees on Sick Leave or Worker's Compensation within a block will not have their day **off** credits reduced on that **account**. However, **if** an employee is **sick** on their scheduled additional day off it will be regarded as the same as **if** they **were** sick on any **normal** day off; they would not be entitled to another day off in lieu of the day on **which** they were sick.

Employees who are on **Casual** Sick Leave or Worker's Compensation will have days normally scheduled to work charged to sick leave **or compensation**.

**Employees who are on E.S.L.** will have weeks normally scheduled to work charged to extended sick leave.

If an employee is on sick leave or compensation for an entire block the additional day off is included in this time and no further credits are allowed for that **block**.

(iii) **If** an employee is on leave of absence for Union business for a period of nine **(9)** days or less in a block, day off credits in that block will not **be affected**. **Consecutive blocks** of leave of absence for Union business will not accumulate time off credits.

(iv) If an employee is on leave of absence without pay, other than for Union business, for a period of five **(5)** days or less in a block, day off credits for that **block** will not be affected. If on leave in excess of five **(5)** days in a block the employee will not be entitled to the additional day off in a block.

(v) **Hourly** rates for overtime purposes will be calculated on the basis of the weekly rate divided by thirty-five **(35)** hours for Clerical and Administrative and Systems staff.

(vi) No time off **credit** adjustments will be made in regard to new engagements or terminations **which** occur **during** a **regular block**. A new employee **assumes the** normal provisions during the **first** full block after engagement. When an employee resigns, whether or not such employee has taken a day off in that **block**, no wage adjustment is made for that purpose



**APPENDIX IX**

MEMORANDUM OF AGREEMENT regarding Employment Equity Statement of **Principle**.

B/1

**SaskTel** and the **CEP** are committed to the concept of Employment Equity and to the principle that equal opportunity in employment for women, aboriginal peoples, persons with disabilities and persons who are, because of their **race** or **color**, in a visible minority in Canada, means more than treating persons in the same way but also requires negotiating special measures and the accommodation of differences.

The Company and the Union agree to jointly participate in the **Affirmative** Action Plan as approved by the Saskatchewan Human Rights **Commission, October 29, 1982**.

The joint Employment Equity Committee will develop strategies to deal with the identification, elimination, and prevention of discriminatory policies, **practices**, and barriers.

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

DATED: November **12, 1992**

**\*APPENDIX X**

MEMORANDUM OF AGREEMENT regarding Safety Footwear.

The Company agrees to pay the cost of approved safety **footwear** to a maximum of **\$100.00** per **year** or a maximum of **\$200.00** over a two **(2)** year period. The number of pairs, including rubbers and galoshes, will not be limited as long as a maximum of **\$100.00 per year** is not exceeded.

Effective September **22, 1996** the above maximums will increase to **\$120.00** per year or **\$240.00** over a two **(2)** year period.

REVISED: **1996**

APPENDIX XI

MEMORANDUM OF AGREEMENT regarding Work With **VDT Units During Pregnancy.**

1. Pregnant Operator Services **VDT Operators**

67/c

- (i) Pregnant **Operator Services VDT Operators** requesting a reassignment to an existing **non-VDT** position may **be** assigned to any available position.
- (ii) If no alternate position is currently available, the Company will create a supernumerary position until twelve (**12**) weeks before the estimated date of birth. At that time, the employee assigned to a created position will be granted **leave** of absence or **allowed to fill** any available job in accordance with the **provisions** of the **Collective** Agreement. The employee assigned to the supernumerary position will **be** required to utilise any accumulated vacation leave entitlement some time prior to the commencement of said **twelve (12) week period.**
- (iii) Employees reassigned under (i) **and** (ii) will not **suffer** loss of pay for the duration **of the transfer.**
- (iv) During the **period outlined** in (ii) the **traffic** load normally handled by the **VDT Operator** will be absorbed into the network.

2. Other Pregnant **VDT Operators**

- (i) **Other** pregnant **VDT operators** requesting a reassignment to any **existing non-VDT** position may **be** assigned to any available position.
- (ii) If no alternate position is currently available, requests for transfer to **non-VDT** positions may be reviewed by the Union and management on an individual basis.

3. The foregoing provisions **will** apply for the balance of the current Collective Agreement.

REVISED: **1993**

APPENDIX XII

MEMORANDUM OF AGREEMENT regarding Lineman's **Gloves** and Coveralls

Craft employees required to work in **dirty** conditions which may cause their regular clothing to **become** soiled, upon request will be supplied coveralls for their **clothing protection.**

APPENDIX XII (Continued)

Such coveralls **will** be supplied by the Corporation to the extent that one (1) pair of coveralls will be **supplied** on the initial request and one (1) replacement pair at one (1) year intervals thereafter. The Company will not **be** responsible for any cleaning casts

If **craft** employees request Lineman's gloves for the protection of their hands, they will be supplied one (1) pair at their request. Replacements will be granted as deemed necessary by the employees' immediate managers.

ma issuing of coveralls and lineman's gloves to classifications of employees not specified in this memorandum may be **authorized** on a local basis with consideration being given to appropriateness and safety of individual applications.

DATED: December 12, 1988

APPENDIX XIII

MEMORANDUM OF AGREEMENT regarding Vacancies in the Facilities Inquiry Centre and Control Centre.

Vacancies will be **posted** by Division in the Facilities group. The successful applicants will be reclassified **to** Technical Assistants. Any **successful** applicants **from** outside the location of the Inquiry or Control Centre will be responsible for their **own** relocation expenses and are not guaranteed the right to return to their original location, but **will** be guaranteed that when their **term** is over they will remain in the location of the Inquiry or Control Centre.

Assignments **will** normally be for a period of two (2) years, and at the **completion** of the **term** the employee will be returned to **such** employee's original **classification**; it is understood that some assignments in the Inquiry Centre will be **of** shorter duration.

APPENDIX XIV

MEMORANDUM OF AGREEMENT regarding the Central Occupational Health and Safety **Committee**.

It is agreed that the following terms and conditions apply.

1. me Committee will consist of four members from the Union, with an option to add an additional three members when discussing health and safety issues related to Video Display Terminals.
2. me Committee **will** meet quarterly at me **call** of the **Co-chairpersons**
3. The terms of reference of the Committee will be as follows:
  - (i) Will deal with issues of general concern.
  - (ii) **Will** follow a **predetermined** agenda.

**APPENDIX XIV** (Continued)

- (iii) Will **have** no authority to interfere in the operation of local **Occupational Health and Safety Committees**.
  - (iv) Will **assist** in coordinating the flow of information related to health and safety concerns.
  - (v) Will deal **with VDT ergonomic conditions**.
4. Travel expense and time off to attend **meetings** will be paid for by the Company.

**APPENDIX XV**

MEMORANDUM OF AGREEMENT regarding the Disability Income Plan Rehabilitation **Committee**.

It is agreed that the following **terms** and **conditions** apply.

- 1. The Committee **will** consist of four Union appointees.
- 2. The Committee Will meet every two months or at the call of the **Co-chairpersons**.
- 3. Time off and travel **expenses** will be paid by the Company.
- 4. The **terms** of reference of the Committee will be as follows.
  - (i) Will review cases **where it is** likely that an **employee** will have to be placed in a position other than the position held prior to the disability occurring. These **cases** will include Disability **Income** Plan, Extended Sick Leave and **Worker's** Compensation. 12/2
  - (ii) Will recommend placement, rehabilitation **conditions** or light duty situations.
  - (iii) Any transfers **and/or reclassifications** that may be in conflict **with** the existing **contract** provisions will be negotiated between the Company and the Union.
  - (iv) Will have access to personnel files and any information available concerning vacancies or future vacancies.
  - (v) **Medical** information will be available in a general way through the Company's Medical Director and the Disability Income Plan's **Rehabilitation** Counsellor.

**APPENDIX XVI**

MEMORANDUM OF AGREEMENT regarding Northern Placement Policy.

1. General
  - (i) Policy to apply to the **following** locations:  
Buffalo Narrows  
**LaRonge**  
**Creighton/Denare** Beach  
**Uranium** City
  - (ii) **If new work** locations are established **north** of the **55th** parallel **this Policy will be updated** and various factors **computed**.
2. Placement into Work Locations
  - (i) The assignment **term** for any location North of the **55th** parallel will be three **(3) years** and this will be indicated on **the** posting for the position.
  - (ii) Where an **employee wishes** to remain at the work location **after** the **completion** of the employee's initial term upon mutual agreement with the employee's manager, such employee's subsequent term(s) shall be renewed on an annual basis.
  - (iii) Employees **relocated** into the work location **will** have all moving expenses **paid** per the Corporation **in-province** Relocation **Expenses** Procedure **(144.01)**. **Where** the employee is moving into company **provided** accommodations the settling-in **allowance** will not **be** paid.
  - (iv) **An** employee purchasing a house at the **work location** is eligible **to** receive an **interest free** loan to aid in **house** purchase. The employee has the option of taking either a ten **(10)** year or ninety **(90)** day loan. Details and applications for the loans are handled through the Treasurers department.
  - (v) Those employees wanting accommodation in the work location will receive a cash benefit comparable to the **free** interest **benefit** on the ten **(10) year** loan.
  - (vi) Upon completion of an employee's initial term three **(3)** weeks **(15)** days additional vacation will be provided. Upon completion of an employee's renewal **term** one **(1)** week **(5)** days **extra** vacation will be provided. The employee has **the option of** banking the additional vacation to a maximum of six **(6)** weeks. All banked additional vacation must be used within one **(1)** year of the completion of the employee's Northern Assignment.
- 3 Allowance Rates
  - (i) Allowance rates **are** developed for each northern work location on the basis of the **following factors**:

Population  
Access  
Healing costs  
Food and ~~sundry~~ allowance  
Household ~~size~~

- (ii) It is agreed that the point formulas for each factor and **corresponding** dollar values as outlined in **SaskTel's** Northern Placement Policy dated May **1988**, will not be amended without negotiation with the Union.

**4. Hours of Work**

Will be in accordance **with** the provisions of the Collective Agreement.

**5. Relocation Out of Work Location**

- (i) **Six (6)** months prior to the completion of an employee's **term** the employee will be interviewed by the Company concerning relocation at **the conclusion** of the **term**. The Company will notify the Union of the results of the **interview**. Based on these results, if a vacancy occurs in the same wage schedule **and** in an entrance position for which the employee **meets** the requirements of the job, the Company **will** hold this position for the employee by filling this **vacancy** on a temporary basis until the conclusion of the term. It is agreed that the **vacancy** does not have to be posted or filled in **accordance with** Article **10** of this Agreement.
- (ii) Employees relocating out of the northern work location will have all moving expenses paid per the Corporate In-province Relocation Expenses Procedure **(144.01)**.
- (iii) Employees upon retirement from the Company will be afforded the opportunity of relocating out of their northern work locations as specified in this Appendix. If they elect to relocate they will have all moving expenses paid by the Company in accordance **with Corporate** Procedure **144.01**. The **Company** shall notify the employee of this **provision**; the **decision** to relocate must then be **communicated** to the Company prior to the **actual** date of retirement, **otherwise** this provision shall be **null** and void.

**NOTE:**

With the implementation of this policy the following letters are rescinded:

- July **30, 1962** - **Re:** Uranium City
- September **11, 1981** - **Northern** Allowance
- August **29, 1983** - Northern Living Allowance - **LaRonge**

REVISED: November **13, 1992**

**APPENDIX XVII**

MEMORANDUM OF AGREEMENT regarding Temporary **Relief** and Acting Out-of-Scope Positions.

1. (i) An employee appointed temporarily to relieve an out-of-scope position will reassume the position held prior to the period of relief. All such time **spent** in relief will **be** considered for seniority purposes.
  - (ii) The term "temporary" used in this letter shall mean up to **twelve (12)** months or any extension thereof as may be mutually agreed to between the Company and the Union.
  - (iii) An employee appointed temporarily to relieve an **out-of-scope** position will not deal **with** issues **concerning discipline** or formal **evaluation** of **inscope** employees.
  - (iv) Pay treatment will **be** in accordance with Section 1, Article 20, Clause 6 of the Collective Agreement.
2. An employee appointed to an out-of-scope **position** on an acting **basis** will be considered out of the scope of the Collective Agreement and the provisions of Section 1, Article 9, Clause 3 will apply.

DATED: December 12, 1988

**-APPENDIX XVIII**

MEMORANDUM OF AGREEMENT regarding **SaskTel** International

**SaskTel** may bid on certain projects outside of Canada and, if suitable arrangements can be made **with** your Union, would like to give bargaining unit employees the opportunity, on a voluntary **basis**, to participate.

The contractual provisions which would have to be suspended or revised to enable **SaskTel** to employ bargaining unit **personnel** (hereinafter called the 'employee') on **projects successfully** bid are as follows:

1) **Section 1, Article 7 - Grievances**

It is our Intent to provide treatment **similar** to that outlined in the Collective Agreement for most items. In some instances, **such as hotel accommodations** and overtime, items may be beyond our control while the employee is on assignment.

**SaskTel** will not terminate, suspend or demote any employee while on assignment. If an employee's **performance** is not **satisfactory while** on assignment, the employee

will be returned to their previous classification and location, without any action of demotion or suspension. The employee's return, as a result of unsatisfactory performance or disciplinary action, will not appear on the employee's record

Discipline administered while the employee is on assignment will not become part of SaskTel records, therefore representation during discipline meetings will be suspended while on assignment. Employees will not have access to the grievance procedure with respect to any concerns arising while on assignment. Rather, the employee's sole remedy will be to request to be returned to their previous classification and location.

Articles of the Collective Agreement which are not addressed in this Memorandum of Agreement, may be grieved by the employee upon the employee's return from assignment.

2) Section 1, Article 10 - Promotions, Vacancies and Transfers

It is not practical to provide postings on a required basis for employees on assignment. Due to the constraints on the mail system to and from points outside Canada and the requirements for staff, the administration of the posting procedure would become cumbersome and more complicated. Employees on assignment will not receive copies of the vacancy posting, however, employees will be entitled to bid in the event they become aware of posted vacancies. In the event employees on assignment are aware of an impending vacancy posting, they may submit an application for consideration by the Company upon the vacancy posting being made.

3) Section 1, Article 18 - Annual Vacation

Due to the nature of the work and the deadlines established, it will be necessary to complete work assignments when the conditions allow; therefore, employees on assignment may not be guaranteed vacation periods during the time frame May 1st to October 31st.

4) Section 1, Article 21 - Overtime

The right to refuse overtime and to take time off in lieu of overtime be suspended while an employee is on assignment.

As the Company is required to work under a contract and specified deadlines, it will not be practical to allow overtime to be voluntary.

Overtime worked on assignment will be paid Out; provided that, in SaskTel's discretion, if the employee would prefer to take time off in lieu of payment of overtime, arrangements will be made directly with the employee to take the time off upon completion of the assignment.



5) Appendix VIII - Hours of Work

As **SaskTel** employees will not be the only people involved in these projects, the additional day off every two weeks, as **applicable**, will be suspended until the employee returns from **assignment**. Overtime will be paid for all hours **worked over** and above the normal work week (**eg. - craft forces - 37.5 hours per week and clerical/administrative staff - 35 hours per week**).

6) Section 21 e 2 - Shift Work

Constraints regarding shift schedules will be suspended until the employee returns from assignment.

7) Article 10 - Promotions, Vacancies and Transfers

The selection of employees is of paramount importance in ensuring that these projects are completed in the most professional and **efficient** manner. Therefore, **Article 10** shall not apply to the appointment of employees for these **projects**, seniority will not be a consideration in deciding which employees participate, and employees not **selected** or appointed shall not have the right to grieve in respect thereof. Only employees who volunteer will be assigned to a project.

As time constraints will permit, the Company will discuss with representatives of the Union, the individuals being considered for the **projects**. **In the event of** disagreement over who will be assigned to the projects, the Company will have the final decision without recourse by the Union or its members to the grievance **procedure**.

The following provisions are also agreed to:

1. Except as **agreed** to herein, in all other respects the Collective Agreement between the Communications, Energy and **Paperworkers** Union of Canada and Saskatchewan Telecommunications would apply to Unionised employees who participate in the project.
2. **SaskTel will, at SaskTel's cost, provide the employees with medical insurance coverage while they are outside of Canada on these projects.**
3. This Memorandum of **Agreement** only applies to projects outside of the Dominion of Canada.
4. Upon **completion of the employee's involvement in the project** (for whatever reason), the employee will **return** to the classification and **location which** the employee held prior to participating in the project. The temporary **filling** of the **SaskTel position which the employee has left to participate in the project, will be negotiated with CEP in accordance with the provisions of Article 29, 1 (iv).**

5. An employee **will** continue to **accumulate** seniority while participating in the projects.
6. Wherever **practical, employees** assigned to the **projects** will provide the Company with two **(2)** weeks notice of their desire to return to their previous **classification** and **location**. In the event of an emergency, employees will be returned immediately at the **expense** of the Company.
7. This Memorandum of **Agreement** will continue indefinitely, terminable by either party **upon sixty (60)** days notice to the other party. In the event of termination by the Union, **projects** already in progress will continue to completion. **For projects in progress, employees may request** to be returned **upon two (2)** weeks **notice**, however, the **Company** will be entitled to fill their **positions** on these **projects** in **accordance with** this Memorandum of Agreement until the project in **progress** is completed.
  - a. In the **event** of a lay-off of personnel in **accordance** with the Collective Agreement, the lay-off provisions of the **Collective Agreement will** apply to employees on these projects.
9. The Company will **provide** necessary **information** on taxes, U.K.. **C.P.P.**, etc. Employees will execute an agreement apprising them of the terms and conditions under which **they** are **participating** in the projects.

Revised: 1996

MEMORANDUM OF AGREEMENT regarding Twelve Hour Shifts in Regina Network Operations.

In addition to the terms and conditions of the Collective Agreement, it is agreed between the parties that Trunking & Switching Technicians currently providing twenty-four (24) hours/seven (7) day a week service in Regina Inside Craft in the following areas will be on a twelve and one half (12 1/2) hour shift arrangement. DMS-100, DMS-200, P.O.C./T.O.C., P.N.O.C. and RADIO ROUTE.

1. The hours of work shall consist of six (6) days of twelve and one half (12 1/2) hour shifts, or four (4) days of twelve and one half (12 1/2) hour shifts and three (3) days of eight and one third (8 1/3) hour shifts in a two week period, or a combination of these that would provide for a total of one hundred fifty (150) hours in a four (4) week period (2 pay periods). However, there must be a minimum of fifteen (15) hours in a seven (7) day period (a calendar week) to meet the requirements of U.I.C. and W.C.B. Start and end times of shifts will vary by individual areas and will be discussed with employees prior to implementation.
2. Any hours worked in a day beyond those originally scheduled will be paid at the overtime rate.
3. A day absent when scheduled to work a twelve and one half (12 1/2) hour shift will be considered one and one half (1 1/2) days. This includes:
  - casual sick leave/pressing emergency/bereavement leave
  - extended sick leave
  - vacation
4. Employees scheduled to work on a holiday will be paid at double the regular rate in addition to their regular rate of pay for all hours worked on the holiday.
5. Employees on a day of rest on a holiday date designated by SaskTel will be given an eight and one third (8 1/3) hour or a twelve and one half (12 1/2) hour holiday period. The time off in lieu of the holiday will be determined by the predominant shift that was worked in the week the holiday occurred. This time off must be mutually agreed to and taken within the two (2) week block the holiday occurs.
6. Shift differentials will be reported by marking time sheets with the total number of hours of each type of differential worked in a calendar day. This will apply to shift differentials for evenings, nights and Sundays.
7. Any employee scheduled to work a twelve and one half (12 1/2) hour period shall be allowed total paid break time of forty-five (45) minutes. Breaks can be taken at any reasonable time during the twelve and one half (12 1/2) hour period.

New: 1996

APPENDIX XX

MEMORANDUM OF AGREEMENT regarding Numbering System for Postings.

The Company and the Union agree to a new consecutive numbering system to be effective **January 1, 1997**.

The numbering system will be based **around** separating in-scope from out-of-scope postings and include consecutive numbers for in-scope and out-of-scope postings based on the **calendar** year.

New **1996**

APPENDIX XXI

MEMORANDUM OF AGREEMENT regarding an Enhanced Medical Program

Within **two (2) months** of ratification of **the** Agreement. Union and Management will form a **joint** committee consisting of three **(3)** members to be appointed by each party. This committee will **make** recommendations regarding an enhanced medical program to their principals for consideration.

The enhanced medical program **will** be effective **March 23, 1997**, and **will be in** effect from year to year at a cost not to exceed **1%** of the previous years total in-scope compensation **package**. For the **first** year, the value of this program will not be less than **\$1.48M**. Any costs in **excess** of **1%** will be paid by the employees. A separate vote apart from **the** ratification process will be held for the Union membership to accept or reject this Enhanced Medical Program. **If rejected**, the equivalent dollar amount shall **be** added to all wage schedules.

New: **1996**

MEMORANDUM OF AGREEMENT regarding Family Leave Days.

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In an effort to enhance employees' work life and help balance non-emergency family responsibilities, permanent employees shall be granted five (5) Family Leave Days per year. These days shall be granted upon advance request to the employee's immediate manager, chargeable to available extended sick leave Credits, as per Extended Sick Leave regulations Section 1, Article 24, Clause 2 of this agreement. Part time employees shall be granted, on a prorated basis, a Portion of five (5) Family Leave Days, calculated in accordance with Clause 4 of Pro-Rated Sick Leave for Part Time Operators or Clerical and Systems Employees. Employees will not be eligible for Family Leave Days during the calendar year in which they are hired.

Family Leave Days will be granted within the two (2) week period in which earned days off, concession days or compressed shift schedule days off have been purchased by the Company. The Family Leave day will be scheduled on the same day the day off would have occurred unless mutually agreed otherwise. Normally, Family Leave should be scheduled for responsibilities such as education registration, parent/teacher interviews, weddings, graduation ceremonies and other planned non-emergency family related situations.

Employees must schedule all Family Leave Days prior to September 30th of the calendar year and they must be taken by year end.

New 1996

**EFFECTIVE DATE AND DURATION OF AGREEMENT**

THIS AGREEMENT ratified on May 1, 1996 and the attached appendices shall be effective dating from the ratification date, and shall be valid until the 21st day of March, 1998, and shall remain in force and effect from year to year thereafter, unless written notice of request to negotiate a revision thereof or to terminate is given by either party to the other at least thirty (30) days prior to the anniversary date hereof.



EXECUTED on behalf of SASKATCHEWAN TELECOMMUNICATIONS, by:

in the presence of:

<u>[Signature]</u>	<u>[Signature]</u>	<u>Dec 19/96</u>
	Chairperson of Board	Date
<u>[Signature]</u>	<u>[Signature]</u>	<u>Dec 19/96</u>
	President	Date
<u>[Signature]</u>	<u>[Signature]</u>	<u>Dec 19/96</u>
		Date
<u>[Signature]</u>	<u>[Signature]</u>	<u>Dec 19/96</u>
		Date
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<u>[Signature]</u>	<u>[Signature]</u>	<u>Dec 19/96</u>
		Date
<u>[Signature]</u>	<u>[Signature]</u>	<u>Dec 19/96</u>
		Date

EXECUTED on behalf of COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, by:

in the presence of:

<u>[Signature]</u>	<u>[Signature]</u>	<u>Dec 19/96</u>
		Date
<u>[Signature]</u>	<u>[Signature]</u>	<u>Dec 19/96</u>
		Date
<u>[Signature]</u>	<u>[Signature]</u>	<u>Dec 19/96</u>
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