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NOMBRE D'EMPLOYES	D. L.

**AGREEMENT**

**BETWEEN**

**ACT LIMITED**

**AND**

**LOCAL 348**

**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**CRAFT AND SERVICES EMPLOYEES**

**DECEMBER 31, 1991 - DECEMBER 30, 1993**

JUN - 3 1992

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**AGREEMENT  
BETWEEN  
AGT LIMITED  
AND  
LOCAL 348  
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
CRAFT AND SERVICES EMPLOYEES**

This Agreement ~~made~~ on this **thirty-first day of March, 1992** by and between AGT ~~Limited~~ designated and ~~known as~~ the "Employer" also ~~referred to as~~ the "Company" or "Management" and Local Union 348, The International Brotherhood of Electrical ~~Workers,~~ referred to ~~as~~ the "Union" representing Craft ~~and~~ Services Employees.

**As** a result of collective bargaining negotiations by and between the Company and the Union, the following conditions of employment and wage schedules ~~are~~ agreed ~~to~~ and shall be implemented on **Tuesday, March 31, 1992** unless otherwise specified in this Agreement.

## ARTICLE 1 - CLASSIFICATIONS

The provisions of this Agreement apply to all employees of the Company employed in the Craft & Services Employees Bargaining Unit; including:

- 1.01 Operations Plant Employees: Cablesplicer, Equipment Installer, Installer-Repairman, Central ~~Office Man~~, Combinationman, Chief Rackman, Radio Serviceman, Line and Station Installer, Lineman, Plant Inspector, Underground Inspector, Repair Serviceman, Rackman, Groundman, Truckdriver, Electrician, Facilities Man I and II, Test Equipment Serviceman I and II.
- 1.02 Customer Sales & Services Employees: Installer Repairman, Facilities Man I, Central Office Man, Repairshop Serviceman I & II, Repairshopman I, Repairshop Serviceman, Senior Repairshop Serviceman, Customer Service Program Technician.
- 1.03 Operations Services Employees: Plumber, Refrigeration Mechanic, Carpenter, Painter, Electrician, Vehicle and Equipment Mechanic, Vehicle and Equipment Serviceman, Storeman I and II, Senior Storeman, Repairshopman I and II, Building Serviceman, Building Custodian I, Chief Building Custodian, Building Custodian II, Repairshop Serviceman I and II, Senior Repairshop Serviceman, Coin Telephone Collector.
- 1.04 Construction Employees: Cablesplicer, Line and Station Installer, Lineman, Underground Inspector, Groundman, Truckdriver.
- 1.05 Equipment Installation Employees: Equipment Installer.

Excluded are all specific classifications set out in Certificate No. 2-85 issued on July 11, 1985 by the Board of Industrial Relations of Alberta.

Where the masculine is used, the reference, where applicable, shall include the feminine.

## ARTICLE 2 - DEFINITIONS

Employee means any of the following:

- 2.01 Regular Full-Time Employee - means a person employed in the services of the Company as covered under the terms of this Agreement and whose employment is expected to continue indefinitely, subject to terminating action by either party.
- 2.02 Regular Part-Time Employee - means a person hired for regular employment, (five (5) days a week) on a continuous basis and who works twenty (20) hours or more but less than forty (40) hours per week. Such employees will be covered on a prorated basis under the terms of this Agreement and the Pension Plan.
- 2.03 Probationary Employee - means an employee who has not completed his first six (6) months of service.

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2.04

Casual Employee means a person hired to fill a vacancy which the Employer considers to be ~~temporary or to~~ carry out casual work assignments. Such employees ~~will~~ be covered under the terms of this Agreement except for Group Insurance, Alberta Health Care Insurance Plan, AGT Limited Supplementary Health, Dental and Vision Care Plans, Pension, Company Sick Leave and Accident Compensation Benefits.

A Casual employee shall not be employed for a period beyond nine (9) months. ~~There~~ shall be ~~three~~ (3) months between each ~~term~~ of employment. A Casual employee may replace a regular employee absent on maternity leave, child care leave, and/or adoption leave, and for a period equal to the length of the absence, plus four (4) weeks if training is required, or nine (9) months, whichever is greater.

2.05

Apprentice - a person entering the telephone business without previous experience, ~~to be~~ trained in the profession, who shall be required to serve an apprenticeship or training as outlined in the Provincial Apprenticeship Training Program. All or any part of the apprenticeship may be waived on account of experience or formal training obtained by the applicant elsewhere.

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2.06

Chargehand - means an employee placed in charge of a minimum of two (2) employees up to a maximum of five (5) employees and who has delegated responsibility for the production of work in accordance with system safety, administrative and technical practices.

2.07

Combinationman - means an employee who is required as part of his regular duties, to perform a combination of Class I and Class II work as designated in the Wage Schedules of this Agreement.

It being understood, in order to qualify for this rate, an employee shall be assigned by the immediate Supervisor and shall have been trained or is capable through experience of performing a type or types of Class I work.

2.08

Furlough - for the purpose of this Agreement, furlough is defined as approved leave of absence without pay.

2.09

Basic Rate of Pay - means the specified amount of money per day in accordance with the Wage Schedules.

2.10

Basic Hourly Rate - means the specified amount of money per hour which, in accordance with the Wage Schedules that form part of this Agreement, is paid to an employee for each hour worked and all other amounts payable to any employee are completely excluded from the term "basic hourly rate".

2.11

Basic Wages - means the basic daily rate accumulated over a period of time, eg. payroll period.

2.12

Overtime - means all hours or portion thereof worked by an employee in excess of the basic hours of work as provided for in this Agreement.



Session - means the continuous time, not including overtime, which an employee is scheduled to work without a meal **period**. A session shall be approximately one-half (1/2) the duration of a **tour**.

**2.14 TOURS OF DUTY**

- (a) **Tour** of Duty - means the basic hours that **an** employee is required to work on any working day.
- (b) Scheduled Tour of Duty - means a tour of duty not exceeding the basic hours of work and of which the employee **has** been **advised** in advance.
- (c) Day Tour - means **a** tour of duty that falls between the hours of 7:00 A.M. and 9:00 P.M.

**2.15 EMPLOYEES' DUTY CLASSIFICATION**

- (a) Day Employee means an employee whose hours of work fall within the hours of 7:00 A.M. to 9:00 P.M. on any consecutive five (**5**) days, Monday to Saturday.
- (b) Tour Employee means any employee **who** is not classified as a Day Employee and who is regularly posted on Tours of Duty covering day, evening and/or night tours, Saturdays, Sundays and/or holidays on a **regular** rotation basis.
- (c) Day Classification means the following:

Cablesplicer	Groundman	Repair Serviceman	Test Equipment
Carpenter	Installer Repairman	Repairshop	Serviceman II
Chief Rackman	(PBX, Radio,	Serviceman	Truckdriver
Coin Telephone	Teletype, Key	Repairshopman I	Underground
<b>Collector</b>	Equipment, etc.)	Repairshopman II	Inspector
<b>Combinationman</b>	Line and Station	Senior Repairshop	
Customer Service	Installer	Serviceman	
Program Technician	Lineman	Senior Storeman	
Facilities <b>Man I</b>	Painter	Storeman I	
Facilities Man II	Plant <b>Inspector</b>	Storeman II	
	<b>Rackman</b>	Test Equipment	
	Radio Serviceman	Serviceman I	

- (d) Tour Classification **means** the following:

<b>Building</b> Custodian I and II	<b>Electrician</b>	Vehicle and Equipment
<b>Building</b> Serviceman	Equipment Installer	Mechanic
Central Officeman	Plumber	Vehicle and Equipment
Chief Building Custodian	Refrigeration Mechanic	Serviceman

2.16

Headquarters for the purpose of this Agreement will be the metropolitan areas as follows:

City of Edmonton                      City limits & to include Sherwood Park, St. Albert & Namao

All other Cities and Towns:                      City or Town limits.

**ARTICLE 3 - HOURS OF WORK & TOURS OF DUTY**

The work week ~~will~~ be forty (40) hours with one (1) Scheduled Day Off (S.D.O.) in each ~~three (3) week~~ period to be taken consecutively with other days ~~off~~.

Thirty-seven and one-third (37 1/3) hours shall constitute an average week's work.

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3.01                      A Day Employee shall normally be scheduled on Day ~~Tours~~, except the hours may be deviated as per Clauses 3.06 (a) and 3.06 (b).

**3.02                      TOURS OF DUTY**

(a)                      ~~Tour~~ of Duty - means the basic hours of work that an employee is required to work on any working day.

(b)                      Scheduled ~~Tour~~ of Duty - means a tour of duty not exceeding the basic hours of work and of which the employee has been advised in advance.

(c)                      Day ~~Tour~~ - means a tour of duty that falls within the hours of 7:00 A.M. and 9:00 P.M., five (5) consecutive days, Monday to Saturday.

3.03                      Basic ~~Hours~~ of Work - means eight (8) hours per day and forty (40) hours per week, and each employee shall be entitled to one (1) Scheduled Day Off (S.D.O.) in each ~~three (3) week~~ period. For the week that the S.D.O. is taken the basic hours of work shall be eight (8) hours per day and thirty-two (32) hours per week.

3.04                      The Company shall attempt to maintain uniform working hours for all employees, however, reserves the right to assign, schedule and change working hours and tours of duty subject to the provisions of this Agreement.

3.05                      Calendar Work Week - shall be a period of seven (7) consecutive days commencing 12:01 A.M. on Sunday and ending at midnight the following Saturday.

3.06 (a)                      Basic hours of work for a day employee's tour of duty shall be from 8:00 A.M to 5:00 P.M., Monday to Friday with one (1) hour off for lunch but other hours and days may be assigned to meet service requirements, except that a day tour shall not be assigned to commence before 7:00 A.M. nor terminate later than 9:00 P.M., five (5) consecutive days, Monday to Saturday.

Any such requests for deviation ~~from~~ basic hours of work, except for tour employees, shall be subject to fourteen (14) days notice in writing to the Union and the employees, with a copy to the Corporate Manager, Employee Relations, and such notice shall contain the reasons for deviation, the number of, and the names of employees and department affected.

In the event the parties, through joint consultation which may be done by telephone, letter or where necessary a meeting, fail to mutually agree to the deviation within the fourteen (14) days of notice, the Company may proceed as they deem necessary and the Union may refer the matter to Step 4 of the Grievance Procedure.

- (b) For specific work items, temporary deviations of no more than ten (10) consecutive working days, which can only be broken by days off in a sixty (60) day period, will be allowed without the requirement of written notice and mutual agreement of the parties. Such deviation will require at least seven (7) days written notice to the employee. If seven (7) days written notice is not given, then in addition to his basic rate of pay, an employee will be paid for the first day only of the temporary deviation: one (1) times his basic hourly rate for each hour worked. Such payments are not applicable when an employee is scheduled or called out on an overtime basis.

3.07 Thirty-seven and one-third (37 1/3) hours shall be considered an average week's work for all employees and not more than forty (40) hours at their basic rate of pay shall be worked in one (1) week.

3.08 Where the Company because of service requirements has assigned a tour employee to a scheduled tour of duty, the provisions of scheduled tours of duty shall apply and any eight (8) consecutive hours except intermission for meals shall constitute a day and such tours may be scheduled on any five (5) days of the week including Saturday or Sunday. Such assignment shall not be for more than fourteen (14) days if practicable.

### 3.09 CHANGE OF TOUR PAYMENT - LESS THAN SEVEN DAYS NOTICE

A tour schedule shall be posted six (6) weeks in advance of the date the tour schedule is to become effective. When an employee's tour schedule is changed without seven (7) days notice, the employee shall be paid a change of tour payment, on the first tour of the change only, calculated as follows: one (1) times his basic hourly rate for each hour worked. Normal pay treatment will apply on the second and subsequent days of the tour schedule. The change of tour payment will also be applicable should the first tour of the change be a Sunday, holiday, Christmas or New Year's Eve. All tours shall be assigned as equally as possible. Employees away from work shall be notified by their Supervisor, of changes posted seven (7) days in advance when possible. A change of tour payment is not applicable when an employee is required to work overtime.

3.10 An employee who has completed his tour of duty and is called back within a twenty-four (24) hour period from the start of his last tour, e.g; 8:00 A.M. to 8:00 A.M. or 4:00 P.M. to 4:00 P.M. to cover a vacant tour or for any reason shall be paid overtime in accordance with the overtime regulations.

3.11 An employee may change **his tour** of duty with any other qualified employee providing the immediate Supervisor is notified and agrees that the other employee has the required qualifications. The other qualified employee shall then be responsible for the tour coverage at no extra cost to the Company.

3.12 Employee's days off shall be consecutive.

3.13 The meal **period** for an employee shall not exceed one (1) **hour**.

3.14 **BREAK PERIOD**

A paid break **period**, not to exceed fifteen (15) minutes, will be given during each session subject to emergency **service requirements**.

**ARTICLE 4 - UNION RECOGNITION**

4.01 **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 pertaining to this Agreement which may affect the relationship between the Company and its employees.

4.02 **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 subject to "time-off for appointed delegates" **as** designated in Article 7.

4.03 The Union **agrees** to furnish the Company in **writing** a current list and amendments containing the name, department and location of each Shop Steward.

4.04 Company and Union Consultative Committee - System: The provisions **of this board** would establish a Joint Committee to **deal** with the system-wide **aspects** of **labour** relations under this Agreement.

4.05 Employee Benefits - all benefits currently enjoyed by employees covered by this Agreement shall not be reduced or withdrawn **during** the life of the Agreement.

4.06 When during the life of this Agreement **both** parties agree that a change is **required** to any article or item, a memorandum of agreement shall be **drafted** and mutually **agreed** to by both parties.

**ARTICLE 5 - DEDUCTION OF DUES**

5.01 All employees covered under the terms of this Agreement shall have deducted from their pay the equivalent sum of monthly Union dues. It is **understood and agreed** by the parties hereto that the above checkoff does not compel the employee to become a member of the Union.



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The Employer agrees to deduct from the employees' wages on the first payroll **period** in each calendar month, the monthly dues and initiation fees as **are** levied on the members of the Union in accordance with its Constitution and Bylaws.

5.02 The Employer shall pay such monies **to** the Union, on or before the last day of each month accompanied by a list of employees from whom such deductions have been made. The list shall include employees' home address unless the employee makes a written request to the Employer to restrict **this** information.

5.03 It is understood that the Union will save the Employer harmless from any and all claims which may be made to it **by** any employee for amounts deducted **as** herein provided.

5.04 **All** employees covered under the terms of **this** Agreement who **are** members of Local 348, **IBEW**, shall **as a** condition of employment, remain members of Local 348, **IBEW**, for the life of this Agreement; provided, that **an** employee who is a member of the Union is given a **period** of thirty **(30)** days prior to the terminating **date as** laid down in Article 36 of this Agreement within which to elect either to remain a Union member **or** to withdraw **from** membership.

If **an** employee fails to remain a member of the Union **as** herein **required**, such employee shall, notwithstanding the **date** of his employment, **be** specifically subject **to** the deduction of Union dues as provided in Clause 5.01 **and** such employee will not **be** subject **to** dismissal.

5.05 The Union shall notify the Employer in **writing** ninety (90) days in advance **of** any approved change to the initiation fees **or** dues in accordance with its Constitution and Bylaws.

### ARTICLE 6 - DISCRIMINATION

6.01 **No** discrimination against employees on account of affiliation, **or** relations they may or may not have, will be permitted. All those in charge of employees must take precaution **to see** that **this** is not violated.

6.02 Nothing herein shall be construed to reduce the pay of **an** employee now getting a higher **rate of** pay **for** the **work** classified in the Wage Schedules.

6.03 Within the meaning of occupational qualifications to meet specific job: requirements, conditions, and provisions for the occupational health and safety of the individual, the Company will hire and promote on an equal opportunity basis without **regard** to race, creed, colour, national origin or sex.

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## ARTICLE 7 - TIME OFF FOR UNION REPRESENTATIVES

- 7.01 Local Union Representatives may investigate and settle grievances, attend Company and Union Consultative Committee Meetings or attend to other **business** of the Union **pertaining** to the **affairs** of the Company, during ~~working hours~~, for a reasonable length of time, provided however, that arrangements **are** made with the immediate Supervisors subject to service requirements. All time granted accordingly, shall **be reported as** Union Leave (UL), and paid for by the Company.
- 7.02 Employees shall **be** allowed furlough without pay for Union **business**, including necessary travelling time. This will be subject to service requirements and supervisory approval. All time granted for this purpose shall **be billed** to the Union.
- 7.03 Members of the Union Negotiating Committee shall **receive** their normal basic **rate** of pay while travelling and attending a negotiating meeting with the Company. Should negotiations extend into an employee's regular day off, equivalent time **off** will be allowed **at a later date**. If negotiations extend beyond normal daily working hours, it is agreed that additional or overtime payment shall not **be paid**.
- 7.04 Upon commencement of employment with AGT Limited, the new employee and Shop Steward will be given fifteen (15) minutes paid time to meet.

## ARTICLE 8 - MANAGEMENT RIGHTS

The Management of ~~the~~ operations of the Company and the direction of the working forces, including the right to direct, plan and control operations and to schedule working hours and the right to hire, promote, demote, transfer, suspend or discharge employees for **just cause** ~~or~~ to release employees because of lack of work ~~or~~ the right to introduce new and improved methods or facilities and to manage the operations in the traditional manner, is vested exclusively in the Company subject to the provisions of **this** Agreement

## ARTICLE 9 - GRIEVANCE PROCEDURE

If any differences concerning the interpretation, application, operation or any alleged violation of the Agreement **arises** between the Employer and the Union, or between an employee or employees bound by the Collective Agreement and the Employer, including any question **as** to whether any difference is arbitrable, it shall **be** processed according to the following grievance **procedure**.

In the event that a grievance ~~or~~ grievances involves a group or groups of employees, or in the event that the Union wishes to initiate a grievance with respect **to** the application, operation, interpretation, or any alleged violation of the Collective Agreement, then the grievance shall be rendered into writing by the Union at the step involving the first designated official of the Company having jurisdiction over the employees affected, ~~or~~ with the consent of both parties, the level of Management responsible for the subject matter or **actions** concerned.

**A grievance in the case of dismissal shall be submitted in writing within twenty (20) days of the date of dismissal, and shall commence at Step 3 of the grievance procedure.**

In the event that a decision of the Employer as required under the grievance procedure is not rendered within the time designated, it shall be permissible to advance the grievance to the next step of the grievance procedure.

For the purpose of this Article, periods of time referred to in days shall mean consecutive calendar days exclusive of Saturdays, Sundays, and Company or Civic Holidays.

In the event the Employer wishes to file a grievance, it shall be submitted directly to the Business Manager of the Union who shall arrange a meeting within twenty (20) days for the purpose of reviewing the grievance and attempting to arrive at a settlement.

If the parties are unable to resolve the matter within fifteen (15) days following the meeting, the grievance may be referred to Step 4.

With the consent of the parties any time frame contained herein may be extended for such period of time as agreed

#### STEPS OF THE GRIEVANCE PROCEDURE

**STEP 1(a)** An employee who believes he has a justifiable grievance shall discuss the matter with his immediate Supervisor within twenty (20) days of the event giving rise to the grievance; a Shop Steward may attend this meeting if the employee so desires. The decision of the immediate Supervisor shall be rendered within five (5) days of the meeting.

(b) If the employee is not satisfied with the decision, he may, within fifteen (15) days, discuss the matter with his Shop Steward, and if it is found that there is a justifiable grievance, the Shop Steward shall within fifteen (15) days discuss the matter with the immediate Supervisor.

The decision of the immediate Supervisor shall be rendered within five (5) days of the meeting.

**STEP 2** If a satisfactory settlement has not been obtained under the previous step, then the employee or Shop Steward may within twenty (20) days of the decision under Step 1 render the grievance in writing to the Union. The Union may within twenty (20) days of the date of the delivery of the grievance in writing forward the grievance to the level of management above the Supervisor referred to in Step 1 with a copy to Employee Relations. The Manager shall call a meeting (to be held in Edmonton or Calgary) and render his decision within ten (10) days of the receipt of the grievance.

**STEP 3** If a satisfactory settlement has not been obtained within the twenty (20) days of the delivery of the grievance in the preceding step, the Union may forward the grievance to the level of management immediately above the manager referred to in Step 2 (copy to Employee Relations) who shall call a meeting and render a decision within twenty (20) days of receipt of the grievance.

**STEP 4**

A grievance which is not resolved through the previous steps shall be adjudicated in accordance with the following:

Should the parties agree, any matter may be referred to a single arbitrator.

- (a) Either of the parties shall, within one hundred thirty **(130)** days, notify the other party, in writing, of its desire to submit the grievance to arbitration. The notice shall contain the name of the notifying party's appointee to an Arbitration Board and/or the names of up to three (3) individuals acceptable as a single arbitrator.
- (b) The party receiving the notice shall within ten **(10)** days following receipt of the notice, inform the other party of the name of its appointee to the Arbitration Board or its acceptance of a name from those proposed as a single arbitrator.
- (c) If agreement on a single arbitrator cannot be reached, the matter shall revert to an Arbitration Board.
- (d) If the recipient of the notice fails to name an appointee to the Arbitration Board within the prescribed time limits, the appointment shall be made by the Minister of Labour upon request **of** either party.
- (e) The two **(2)** appointees shall, within ten **(10)** days of the second appointment, appoint a third person who shall be the Chairman of the Arbitration Board. If the two **(2)** appointees fail to agree upon a Chairman within the ten (10) day limit, either party may request the Minister of Labour to appoint **a** Chairman.
- (f) After the Arbitration **Board** has been formed by the above procedure, or the single Arbitrator selected, the Board or Arbitrator shall meet within fifteen **(15)** days of the appointment of the Chairman of **the** Arbitration **Board** or Arbitrator and **hear** such evidence **as** the parties may **desire** to present **to** assure **a** full, fair hearing, and shall **render** a decision in **writing** to the parties within fifteen **(15)** days after the completion of the hearing, unless such time is extended by **mutual** consent between the parties.  
  
The Arbitration **Board** or Arbitrator shall have such power **as** defined **and** provided in the governing legislation.
- (g) The Chairman shall have the authority to render the decision with **the** concurrence of either of the other members and a decision **thus** rendered shall be final and binding on the parties hereto. If no majority decision is **reached** then the **Chairman** shall render the decision.
- (h) A single Arbitrator shall have the authority to render a decision which shall **be** final and binding on the parties.

- (i) The Arbitration **Board or Arbitrator** by its decision, **shall** not alter, amend or change the terms of **this** Collective Agreement.
- (j) Each of the parties to **this** Agreement shall **bear** the expense of its nominees to the Arbitration **Board**. The **fees** and expenses of the Chairman or single Arbitrator **shall** be borne equally by the two (2) parties to the dispute.

### ARTICLE 10 - SERVICE DATE

In establishing employees' service dates **for** the purpose of **this** Agreement, employees entering the service between the first and fifteenth of the month **shall** be credited from the first day of that month; employees entering the service on and after the sixteenth day of the month **shall** be credited **from** the first day of the following month.

### ARTICLE 11 - SENIORITY

- 11.01 Rearrangements **of** staff shall be made at all times on the basis of ability, qualifications and demands of the service, **and** seniority shall in all circumstances **be** given every consideration. Seniority **shall** start **from** the **date** the employee last entered the service.
- 11.02 The Employer agrees to furnish to **the** Union monthly, a seniority list which shall include the names **and** seniority dates for **all** employees within the bargaining **unit**. The list shall be by functional job classification as defined in Clause 23.01 **and** shall **be** printed in **order** of seniority.

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### ARTICLE 12 - BULLETIN BOARDS AND DIRECTIVES

- 12.01 **BULLETIN BOARDS** - The Company agrees to provide bulletin **boards** suitable **for** the posting of Union notices and to **permit** such notices to be **posted** on these **boards** subject **to** the approval **of** the responsible Manager (as noted on the **board**).
- 12.02 **DIRECTIVES** - The Company **agrees** to furnish the Union with copies of directives or letters which affect the working conditions of the employees covered in **this** Agreement.

### ARTICLE 13 - DISCIPLINARY NOTICES

Employees **shall** not **be** disciplined or dismissed except for just cause.

- 13.01 **CAUTION OR REPRIMAND NOTICES:**  
A written notice and reasons shall **be** given to **an** employee whenever a breach of discipline **has** occurred. **A** copy of such notice shall **be** sent to the Union, the Manager, Employee Relations of the applicable Business Unit and the **Corporate Manager**, Employee Relations.

**13.02**

**MEETINGS:**

The Employer must identify the purpose of a meeting prior to its commencement. An employee may request the presence of a Shop Steward at any meeting:

- (i) Identified by the Employer as being disciplinary in nature; or,
- (ii) Which is for purposes of investigation and where Employer representative(s) other than the employee's immediate Supervisor are present.

Where a Shop Steward is available, the request shall be granted.

**13.03**

**SUSPENSION & DISMISSAL NOTICES:**

When it is decided to discipline an employee by way of suspension or dismissal for just cause, the Supervisor shall give the employee notice in writing as to the reason(s) for such action and shall forward a copy of the notice to the Union, the Manager, Employee Relations of the applicable Business Unit and the Corporate Manager, Employee Relations.

**13.04**

**NOTICE OF RESIGNATION:**

A regular full or part-time employee resigning from the Company's employ shall be expected to give at least two (2) weeks notice in writing.

**13.05**

**DISMISSAL:**

Employees dismissed shall be paid in full for all wages due up to the time of dismissal.

**ARTICLE 14 • PAY PROVISIONS FOR EMPLOYEES ABSENT FROM DUTY**

**14.01 (a)**

**COURT WITNESS:**

- (i) An employee absent from work as a result of a subpoena or summons to appear as a witness shall be allowed time off with pay for AGT Limited scheduled hours of work. The witness fees received shall be turned over to the immediate Manager. The employee will not be allowed to claim expenses such as meals, lodging, and transportation from AGT Limited where they are covered by the court.
- (ii) An employee acting as a voluntary witness is not paid for such absence.
- (iii) An employee appearing as a witness on behalf of the Company or as a result of employment with the Company, will receive the normal AGT Limited salary and expenses.

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(b) **JURY DUTY:**

An employee receiving a court notice to appear for jury duty will inform his immediate Supervisor who will forward a copy of the notice through the lines of organization to the Department Head. The employee may contact the office of General Counsel if advice is required.

- (i) Time off with pay will be allowed for jury duty.
- (ii) Jury duty fees received shall be turned over to the immediate Manager.
- (iii) Employee will not be allowed to claim expenses (i.e. meals, lodging, transportation or incidental) from AGT Limited where they are covered by the court. . .
- (iv) The employee may elect to retain the jury fee and have the time off as approved furlough.

14.02 **ELECTIONS:**

Employees eligible to vote shall be allowed sufficient time off with pay to meet legal requirements for voting purposes. This does not apply to employees listed as voters at localities other than where they are working.

14.03 **BEREAVEMENT LEAVE:**

In the case of a death in the immediate family, an employee shall if required, be given time off with pay up to a maximum of three (3) working days. Additional time with pay for up to two (2) days shall be granted if required for either travelling or where the employee is charged with the responsibilities of making funeral arrangements. The term "immediate family" shall be interpreted to mean mother, father, sister, brother, husband, wife, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, granddaughter and grandson. In addition, other relatives living in the employee's household will be given consideration when requested through the immediate Supervisor.

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**NOTE:**

- (i) Where circumstances may warrant furlough, in addition to bereavement leave, approval will be given immediate consideration by the Department Head.
- (ii) Should a holiday fall during a period of bereavement leave, the day shall be shown as holiday pay and will not extend the time of bereavement leave.
- (iii) Bereavement during a regular vacation period shall extend the vacation by the amount of days allowed for bereavement leave in accordance with the foregoing.

- (iv) **Where** an employee requests bereavement leave, identifies a common-law relationship, **and** the Supervisor is satisfied one exists, the leave shall **be granted** in accordance with the foregoing. **A** common-law relationship should be in existence for at least twelve **(12)** consecutive months in order to be considered.

**14.04 FUNERAL LEAVE:**

In the case of a death of a friend, working associate or relative not covered under Clause **14.03**, an employee may **be** given time off with pay not to exceed one **(1)** day, to attend the funeral. **This** will be subject to service requirements and supervisory approval.

**14.05 PALLBEARER:**

When an employee serves **as a** pallbearer, he shall be allowed time **off**, with pay **to** a maximum of one (1) day.

**14.06 SERIOUS DISTRESS:**

"Serious Distress" has reference to a serious, critical condition which requires the personal attention or presence of the employee at a time over which the employee has no **control** and which cannot **properly be** served by others or attended to by the employee **at any time when the employee is off duty**. Circumstances of employee request for leave under serious **distress**, shall receive just, reasonable and immediate consideration and **granted** where **required**, accordingly:

(a) **SHORT TERM LEAVE WITH PAY**

Short **term** leave to a maximum of one **(1)** day may be granted by the immediate **Supervisor**. **Additional** time may **be granted** if necessary, by the Department Head, who will decide what time **off with** pay, will **be** granted.

(b) **USE OF ADVANCE VACATION:**

If necessary, up **to** one **(1) week** of advance vacation may **be** granted by the employee's immediate Supervisor with the Department **Head** approval.

**14.07 MEDICAL, DENTAL OR OTHER SPECIAL APPOINTMENTS:**

An employee requesting time off for a medical or dental or other special appointment may be granted time **off** with pay **to** a maximum of one (1) day by his immediate Supervisor subject **to** the demands of service. If **any** additional expense to the Company is involved, the employee may **be** allowed furlough.

**14.08** An employee without Company approval accepting employment with a **firm**, agency, or other person **on** the employee's **own** time with remuneration shall not **be** deemed **to** be an employee of the Company during the **period** of such employment.

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14.09

**TIME LOST OTHER THAN SICKNESS:**

Payment of wages will not be allowed for time lost by any employee for reasons other than sickness or those covered under the terms of this Agreement.

14.10

**APPRENTICES ON PROVINCIAL GOVERNMENT APPRENTICESHIP TRAINING**

The Company shall pay employees on apprenticeship training their basic rate of pay. The monies paid to employees from the apprenticeship board will be turned over to the Company.

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**ARTICLE 15 • PAY PROVISIONS**

15.01

**PAYMENTS:**

Employees' pay cheques shall be issued on alternate Tuesdays, throughout the year, for all basic wages due up to and including the Saturday following the previous pay date. In the case of missing, delayed or incorrect work reports at the time of closing off the payroll for cheque production, it will be assumed that the basic number of hours were worked. As a result, adjustments for overtime, tour differentials, or absences that may be necessary will be made on the following pay cheque. When a regular pay day falls on a holiday, payment of wages shall be made on the preceding working day.

15.02

**WAGE INCREASES:**

Wage increases granted in accordance with the progression steps of the Wage Schedules contained in this Agreement shall be effective the first day of the bi-weekly period closest to the first day of the month. See Article 10: Service Date, in determining the employee's anniversary date.

15.03

When an employee is given a wage increase or adjustment for reason of efficiency or regrading, the normal date of scheduled increase will still apply.

15.04

**SUSPENSION OF INCREASES:**

- (a) A wage increase falling due when an employee is off duty on sick leave, sick furlough or other approved furlough will be suspended during the period of absence.
- (b) A wage increase falling due when an employee is on sick leave or sick furlough for three (3) months or less, will take effect when the employee resumes duty; provided, however, that for subsequent increases the normal date of schedule increase will apply.

- (c) When an employee is on sick leave, or sick furlough for a period of more than three (3) months, his subsequent increases will be set back the length of time corresponding to the duration of the period of absence in excess of three (3) months. It is provided that fifteen (15) days or less in a month will not be counted as any portion of a month and more than fifteen (15) days will be counted as a full month.
- (d) When an employee is granted furlough for a period of more than one (1) month, his subsequent increases will be set back the length of time corresponding to the duration of the furlough. It is provided that fifteen (15) days or less in a month will not be counted as any portion of a month and more than fifteen (15) days will be counted as a full month.

**15.05 ADMINISTRATION OF PROGRESSION WAGE SCHEDULE:**

Should the employee, following the review find that his increase should not be withheld, he may take the matter up as a grievance.

**15.06 EXPERIENCED APPLICANT:**

**15.07**

**ARTICLE 16 - DIFFERENTIALS & SPECIAL PAYMENTS**

- 16.01** Where the major portion (50% or more) of a tour falls between the hours of 4:00 P.M. and 12:00 midnight, an employee will be paid a tour differential of **seventy cents (\$0.70)** per hour for each hour or portion thereof that he is required to work between the hours of 4:00 P.M. and 12:00 midnight. For each hour or portion thereof that is worked on a night tour between the hours of 12:00 midnight and 8:00 A.M. a differential of **seventy-five cents (\$0.75)** per hour shall be paid. Tour differentials shall not be paid on days off duty, Sundays, holidays, Christmas and New Year's Eve or when employees are paid on an overtime or special premium basis or day tours commencing on or after 7:00 A.M. and before 11:00 A.M.

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16.02 (a) An employee who is **required to work** a Sunday tour of duty shall receive his basic rate of pay and in addition he shall receive a Sunday premium calculated as follows: one-half (1/2) times his basic hourly rate of pay for each hour or portion thereof **worked**. **Sunday premium** shall not be paid when an employee works overtime on a holiday or **Christmas** and New Year's Eve.

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(b) An employee who, at the direction of the Company, is required to work more than one (1) Saturday **Tour of Duty** in a three (3) week **period**, shall be paid a differential of one dollar and fifty cents (\$1.50) per hour worked on the second and/or third Saturday in the **period**. A differential is not paid when an employee arranges a tour change or works overtime.

16.03 A journeyman who is appointed by his **immediate** Supervisor to **perform** the function of a chargehand shall be paid a chargehand differential of five dollars (\$5.00) per day, i.e. any twenty-four (24) hour period exclusive of days off duty, holidays not worked and annual vacations. Where the demands of service require an apprentice to perform the duties of a chargehand, he shall have a minimum of two (2) years service and the capability of performing most of the major job responsibilities of a journeyman.

16.04 When an employee is assigned by his Supervisor to **work** on a bridge, tower crossing, **radio** or microwave **structure** where he is at an elevation of **sixty-five (65) feet or more** above the point of which the base of the structure is affixed, he shall receive in addition to his basic rate of pay, a tower premium calculated as follows: one (1) times his basic hourly rate for each hour worked thereon. The **foregoing** payment does not apply to work done in cupolas. However, a total of one-half (1/2) times his basic hourly rate shall be granted to cover the ascent to and descent from a forestry tower or other similar structure climbed for the purpose of performing work in the cupolas. The payment of tower or cupola premium is applicable at any time such work is performed.

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16.05 Class instructors shall be paid, in addition to their basic rate of pay, a differential of Seven dollars (\$7.00) per day. This differential will not be paid for on the job training or courses not authorized.

16.06 In addition to the basic rate of pay a **seniority** differential of forty-eight cents (\$0.48) per day will be paid on completion of five (5) years service and thereafter, on the completion of each fifth anniversary, an additional forty-eight cents (\$0.48) per day. Seniority differential shall not be included in the basic rate of pay for the purposes of calculating overtime or any other compensation.

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16.07 **CHRISTMAS & NEW YEAR'S EVE SPECIAL PAYMENT:**

For work performed on December 24th and December 31st, the following special payment shall apply.

- (a) **An** employee working after 6:00 P.M. on the evening of either day shall receive his basic rate of pay; and in addition shall receive a Christmas or New Year's Eve special payment calculated as follows: one (1) times his basic hourly rate for each hour worked after 6:00 P.M. up to the ending time of his scheduled tour of duty.
- (b) **An** employee called in to work overtime shall be paid in accordance with the overtime regulations.

**ARTICLE 17 • OVERTIME**

**APPLICATION OF OVERTIME REQUIREMENTS**

A public utility responsible for serving the needs of the general public, is expected to supply continuity of **service** where service affecting conditions or operational needs of an unforeseeable or unpreventable nature occur.

Where these conditions do occur, we expect that our employees will cooperate and respond to callouts and operational needs that may involve additional hours above the normal.

Management shall canvas all available qualified employees for volunteers before assigning overtime. If it becomes necessary to assign overtime, an employee's reasonable excuse for not working overtime shall be given due consideration.

**17.01** Overtime shall be paid at the rate of two (2) times the basic hourly rate.

**17.02** An employee who is required to work overtime immediately preceding or continuing after his tour of duty or on his scheduled day off will be paid on an overtime basis at the rate specified in **Clause 17.01**.

**17.03** Callout Overtime: A minimum of two (2) hours pay at two (2) times the basic hourly rate shall be allowed to any employee who is called out for immediate reporting to the job, and shall include travelling time to and from home. Any subsequent call in during this two (2) hour period will be considered part of the first callout. This clause does not apply to any employee who is held over to work overtime at the end of his regular tour, nor does it apply to an employee who is called and works continuously into the beginning of his regular tour. In the latter case, overtime will be paid from the time of callout to the beginning of the tour.

**17.04** Rest Period: The provisions of this clause shall not apply in the case of a callout overtime work period of less than four (4) hours duration, nor shall it apply when an employee is required to work on his days off duty.

**An** employee who is required to work overtime for a continuous period of four (4) hours or more shall be granted a Test period of eight (8) consecutive hours with no loss in his basic rate of pay in accordance with the following conditions:

- (a) An employee shall return to work at the end of his eight (8) hour rest period, when the rest period ends prior to the beginning of the last session of his scheduled tour of duty.

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- (b) When the eight (8) hour rest **period** extends into the last session of his tour, the employee shall not be required to **report** for work.
- (c) When, due to the demands of service, an employee is required to work during the complete rest **period** or any part of the rest **period** or last session of his tour stipulated in this clause or following the end of such tour, he shall be paid at the rate of **two (2)** times his basic hourly rate for the hours so worked in lieu of the rest **period** payment for such hours.
- (d) When a sustained overtime **period** of four **(4)** hours or more extends into an employee's scheduled tour of duty he shall be paid at the **rate of two (2) times his** basic hourly rate for such hours worked in his scheduled tour, and shall receive a rest **period** and payment at his basic hourly **rate** for the balance of his scheduled **tour** of duty not worked.

17.05 Overtime will be paid only when approved by the authorizing **Supervisor** in charge.

17.06 Vacation Overtime (V.O. Time)

- (a) **V.O. time permits** a regular full-time employee working overtime to elect to be paid for such overtime in accordance with the following:
  - (i) Such overtime to be paid at the overtime rate; or,
  - (ii) Such overtime to be paid at straight time rates for the overtime worked and the employee granted time-off, equivalent to, and in lieu of, the remainder of his overtime entitlement; or,
  - (iii) The option of receiving all time-off.

An employee may bank and maintain up to five **(5)** days accumulated time-off.

Election of method of payment shall be made by the employee prior to the overtime being reported to the Accounting Department.

**For the** purposes herein, both the overtime and the premium portion of a Callout Overtime Payment may be banked as well as Sunday and Holiday Premium.

All V.O. time compensation either for time off or payments in lieu thereof, shall be based on the employee's V.O. accrued earnings.

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- (b) Scheduling of V.O. Time-Off:
- (i) A request for V.O. time-off shall be made at least fourteen (14) days in advance wherever possible. A response or acknowledgement shall be given to the employee on the working day following the request being made. Lack of fourteen (14) days notice shall not preclude the granting of V.O. time-off at the employee's request and agreement by the Supervisor. Where the demands of the service necessitate, the Employer shall have the right to defer a request for V.O. time-off.
  - (ii) When using the accumulated V.O. time-off, periods of less than one-half (1/2) day duration will not be permitted.
  - (iii) The scheduling of annual vacations shall take precedence over V.O. time-off.
  - (iv) It shall not be required to use all or any annual vacation prior to requesting V.O. time-off.
  - (v) An employee may request a V.O. time payout at anytime, however, only one hundred percent (100%) payout will be made.
  - (vi) V.O. time will be "paid out" upon termination or resignation.

17.07

Part-time employees working less than the normal basic hours per day of full-time employees, and who are required to work longer than their regular working day, shall be paid at their basic hourly rate for the hours so worked up to the normal hours for full-time employees, after which the overtime provisions of Clause 17.01 will apply.

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## ARTICLE 18 - HOLIDAYS

18.01

### COMPANY HOLIDAYS:

- (a) Company Holidays shall be as follows:  

10-1 New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day, as known by those names or names substituted for them, Christmas Floater, and any other holiday approved by the Company.
- (b) Company holidays which fall on a Monday to Friday inclusive shall be observed on the day on which they fall. When any of the above holidays fall on a Saturday or Sunday, the following Monday or preceding Friday shall be declared by the Company as a lieu day. For regular tour workers only, Christmas Day will be observed on the actual day it falls.
- (c) When Christmas Day is observed on a Monday, Boxing Day will be observed on the Tuesday following.

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- (d) The Christmas Floater holiday shall be observed **so** as to give five (5) consecutive days off including the weekend **as** follows:
  - (i) On December 24th when Christmas Day falls **on** a Tuesday, a Thursday, a Friday or a Saturday.
  - (ii) **On** December 27th, when Christmas Day falls on a Monday or a Wednesday.
  - (iii) **On** December 28th, when Christmas Day falls on a Sunday.

18.02 CIVIC HOLIDAYS:

- (a) Any Civic holiday, full or half day proclaimed under the Municipal Government **Act** by the local authorities of any **city**, town or village to meet **local** conditions for the purpose **of allowing** citizens to participate in fairs, exhibitions, etc. **will be** given immediate consideration by the Company upon receipt of the official proclamation.
- (b) Requests for recognition of the proclamation should **be** forwarded through the **respective** Department Heads **to** Employee Relations for submission **to** the Company for consideration **as to** whether a holiday **shall** or **shall not be granted**.

**ARTICLE 19 - HOLIDAY PAYMENTS**

- 19.01 A Company holiday shall have the effect of reducing the calendar work week by one (1) day on the occurrence of one (1) holiday or two (2) days on the occurrence of two (2) holidays.
- 19.02 An employee not scheduled **to** work on a Company holiday shall receive **his** basic rate of pay for that day, except when he is absent from work without the approval of Management (non-approved furlough) **on** either his last work tour preceding and/or on his first working tour following a holiday. (For the purpose of this clause, approved sick absence or furlough is considered absence **with** consent).
- 19.03 **An** employee scheduled and who works **on** a Company holiday shall be paid two (2) times his basic rate of pay in addition to his **regular** basic rate of pay for that day.
- 19.04 An employee called in **to** work overtime shall be paid in accordance with the overtime regulations.
- 19.05 **No** deduction shall be made in the pay of any regular employee for a holiday not waked except in the **case** of an employee **on** furlough without pay.
- 19.06 When a holiday occurs at the beginning or end of a furlough **period**, the employee must notify his immediate Supervisor of his availability **for** work on that day **to be** paid for same.

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19.07

CIVIC HOLIDAYS:

- (a) Any employee whose normal day **off** falls on a Company approved Civic holiday, will receive equivalent time **off** later.
- (b) Employees scheduled to **work** on a Civic holiday shall be *granted* equivalent time off with pay at a later date. If at the discretion of the immediate Supervisor such time off cannot be granted, the employee shall be paid double his basic ~~rate~~ of pay for that day. Overtime shall not be paid.
- (c) Employees not scheduled to **work** on a Civic holiday who **are** called out to work on a holiday will receive overtime payment in addition to their basic rate of pay.
- (d) When a Civic holiday occurs during a vacation or sickness absence **period**, no additional time will be allowed. Should the Civic holiday be the first Monday of August and it **occurs** during a vacation **period**, one (1) additional day will be allowed. **The** foregoing will also apply in those locations which proclaim an alternate day in lieu of the first Monday of August.
- (e) Civic holidays for travelling employees will be those declared at their headquarters.

ARTICLE 20 - ANNUAL VACATIONS

- 20.01 Annual vacation **credits** for all employees will be computed from the beginning of the vacation year - May 1st.
- 20.02 Vacation Credit ~~Date~~ - an employee engaged on **or** before the fifteenth day of any month shall be given vacation **credits from** the first day of the month. **An** employee engaged on or **after** the sixteenth day of any month shall be given vacation credits from the first day of the following month. This focalized vacation credit ~~date~~ shall apply in the first year of service and in each continuing year thereafter.
- 20.03 **An** employee who **has** completed the **required** continuous years of service as of **April 30th** in any year shall be **granted** vacation credits at his basic **rate** of pay **as** provided herein.

SERVICE COMPLETED  
AS OF APRIL 30TH

VACATION CREDIT

Less than  
one (1) year

One and one quarter (1 1/4)  
days of vacation  
for each full month of  
service completed  
(Effective May 1, 1992)

One (1) year

3 weeks

Nine (9) years  
Sixteen (16) years

4 weeks  
5 weeks

Twenty-five (25) years

6 weeks

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 01-03  
 09-04  
 16-05  
 25-06



20.04

VACATION **WAGE** ADVANCE:

An employee may request his basic wages in advance for the regular payroll period(s) which terminate during his vacation. Such request shall be made verbally to the appropriate payroll contact by the Supervisor (or an appointed representative) not less than ten (10) working days prior to the date the advance is required by the employee.

- 20.05 (a) Vacations will be arranged in accordance with the requirements of the service, by the Supervisor in charge. Management will ensure that a reasonable number of staff are allotted vacation at any given time. Vacation periods may consist of any number of days and may commence on any day of the week providing this can be accommodated. The vacation schedule should be arranged exclusive of Management's vacation schedule.
- (b) The Employer shall post or circulate a vacation planner on or before February 28 of each year. Regular employees shall select their choice for vacation in order of seniority by April 1. After this date vacation will be selected on an as requested basis.
- (c) Employees shall be granted their posted vacation except in cases of extraordinary local or general disturbances caused by storms, flood, fires or accidents. If the employee's vacation is cancelled for any of the above reasons, the employee shall be compensated for the loss of any deposit or prepayment upon presentation of proof of loss.
- (d) The vacation period shall be from May 1st in any given year to the following April 30th.
- (e) Employees may apply to carry over up to two (2) weeks of vacation to the next year, subject to Management approval. It is understood that authorization will not be unreasonably withheld.
- (f) Senior employees shall have preference to dates for vacations.
- (g) **Employees shall not be assigned to any Saturday or Sunday tours at the beginning or end of their vacation.**

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20.06

**An** employee working away from his headquarters will be granted travelling time once a year at the start and end of his annual vacation. If an employee chooses to split his vacation in accordance with the regulations as stated in Clause 20.05 of this Agreement, he shall be allowed travelling time to and from his headquarters twice during any vacation year with transportation supplied.

20.07

When a Company holiday or Scheduled Day Off occurs during a vacation period, one (1) additional day will be allowed for each holiday or S.D.O. and may be taken at a time suitable to the employee and his Supervisor.

20.08

Vacation allowed for each year's service as specified herein, must be taken by the employee before the expiration of the vacation year in which the vacation falls due. If for any special reason an employee is unable to take **all** or part of the annual vacation leave in the vacation year in which it becomes due, and with approval of the District Manager, the time involved may be carried over and allowed **as early as possible** in the succeeding year. **Otherwise**, the District Manager will direct the employee to take his vacation prior to the end of the vacation year.

20.09

When an employee is absent under the provisions of the Sick Leave Regulations, the said employee will not **be** granted vacation, holidays (Civic or Company), or wages in lieu thereof during the sick leave absence. However, under extenuating **circumstances** and if all sick leave benefits are exhausted, the employee may use his vacation credits with the authorization of the Department Head.

20.10

In granting vacations, no deductions **shall** be made when absence due to sickness, or accident (sick leave with pay or sick furlough) during the twelve **(12)** months previous to May first is three (3) months or less. **For** each additional full month's absence, or major fraction thereof, one (1) vacation **day shall be** deducted.

20.11

In **granting** vacations, no deductions shall be **made** for approved furlough or layoffs, when the total time off during the twelve **(12)** months previous to May first is two **(2)** months or less. For each additional full month's absence, or major fraction thereof, one **(1)** vacation day **shall be** deducted.

20.12

When the total absence for any cause during the twelve **(12)** month period previous to May first is **six** (6) months or more the amount of vacation due **an** employee shall be prorated for the actual time worked during the remaining **period**.

20.13

If the Employer transfers an employee who has approved vacation scheduled, the Employer shall honour this scheduled vacation.

If **an** employee who has approved vacation scheduled, initiates a transfer or move **outside** of his **Supervisor's** area for any reason, **the** Employer will not **be** obligated to honour the scheduled vacation. If necessary, the vacation **will be** rescheduled.

## ARTICLE 21 - PAY IN LIEU OF VACATION

21.01

**For** the purpose of this section:

- (a) May first will **be** the focalizing date for calculating **annual** vacation credits.
- (b) **An** employee who has been on the Company payroll for a period of three hundred sixty five **(365)** successive calendar days calculated from his vacation credit **date** [Clause **20.02**] up to and including his last day paid will **be** deemed to have completed **one** (1) year of service.

21.02 A casual employee will be paid four percent (4%) of his basic wage earned each time paid in lieu of vacation.

21.03 Regular full-time or regular part-time employees who resign, are laid off or are dismissed will be paid wages in lieu of vacation on the following basis:

NOTE: Wages paid in lieu of vacation are subject to adjustment per Clauses 20.10, 20.11 or 20.12 if applicable.

- (a) An employee with less than one (1) year's service, who has taken no vacation, shall be paid four percent (4%) of his basic wage for the entire period of service.
- (b) An employee with less than one (1) year's service, who has taken all of his vacation, shall be paid four percent (4%) of his basic wage from and including May first up to and including the last day paid.
- (c) An employee with less than one (1) year's service, who has taken part of his vacation, shall be paid in lieu of the days remaining and four percent (4%) of his basic wage from and including May first up to and including the last day paid.
- (d) An employee with less than one (1) year's service, who has been granted advance vacation, shall be paid four percent (4%) of his basic wage for the entire period of service less number of days taken times basic rate of pay.
- (e) An employee with one (1) year's service or more and who has taken all of his vacation, shall be paid six percent (6%) of his basic wage from and including May first up to and including the last day paid.
- (f) An employee with one (1) year's service or more and who has taken part or none of his vacation, shall be paid in lieu thereof and six percent (6%) of his basic wage from and including May first up to and including the last day paid.

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## ARTICLE 22 - JOB POSTING

22.01 Management recognizes the principle of job postings and normally all vacancies will be posted. However, where circumstances cause a deviation from this policy, the local Union will be notified in writing stating the reasons for the deviation.

22.02 (a) Where a job vacancy occurs, up to and including Level I Management, or a new job is created, notice shall be posted on all bulletin boards and a copy of such shall be sent to the Union office. The notice shall set out the job functions, classification and wage rate, the qualifications required for the job and all pertinent information.

(b) In filling job vacancies, including promotions, transfers and new positions, the job shall be awarded based on seniority, ability and qualifications.

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- (c) Employees who bid on a job with a higher hourly rate of pay than their present position shall not be classed as "not releasable" as this shall be classified **as** a promotional job. Jobs that have higher potential earning power within the job itself **shall** also be classed **as** promotional.
  - (d) Employees with **six (6)** or more continuous **years** of service with the Company at the location where they **are** headquartered at the time of bidding shall suffer no restriction of movement for job postings.
  - (e) It is understood that employees accepting job **posting** positions shall be expected to remain in that position for a **minimum** of two (2) **years** to ensure continuity of production.
- 22.03 (a) **An** applicant who cannot **be** released on a lateral **posting** will be given a letter by his **Supervisor** outlining the **reason(s)** why he cannot **be** released and when it can be expected that he can **be** released. **This** period shall not exceed twelve **(12)** months.
- NOTE.** This clause does not apply to those employees covered by **Class** 22.02 (d).
- (b) The Company will attempt to place an employee in another position if it is found that the employee cannot fulfill the position to which he was transferred.
  - (c) A mutually agreeable transfer date for any successful applicant must be negotiated by the departments concerned. An employee **will be** released no later than **sixty (60)** days after being chosen **as** the successful candidate.
  - (d) Casuals will **be** able to bid on job postings that **specify** "applications **from** casuals and **outside** people will be considered".
- 22.04 The name(s) of the successful candidate(s) shall **be** communicated by letter to **all** applicants and to the Union office within seven (7) days after selection approval.

### ARTICLE 23 - LAYOFF/RECALL

- 23.01 In the event that the Company **decides** to reduce the number of regular employees, the Company will effect the layoff in inverse order of seniority of employees on a Province wide basis within functional job classifications **as** herein **defined**.

Seniority **shall start** from the **date** the employee last entered the service.

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Functional Job Classifications are as follows:

BUILDING CUSTODIAN II	LINEMAN
BUILDING CUSTODIAN I	PAINTER
BUILDING SERVICEMAN	PLANT INSPECTOR
CABLESPLICER	PLUMBER
CARPENTER	RACKMAN
CENTRAL OFFICEMAN	RADIO SERVICEMAN
CHIEF BUILDING CUSTODIAN	REFRIGERATION MECHANIC
CHIEF RACKMAN	REPAIRSHOP SERVICEMAN
COIN TELEPHONE COLLECTOR	REPAIRSHOP SERVICEMAN I & II
COMBINATIONMAN	STOREMAN I & II
CUSTOMER SERVICE PROGRAM TECHNICIAN	REPAIRSHOPMAN I & II
ELECTRICIAN	SENIOR REPAIRSHOP SERVICEMAN
EQUIPMENT INSTALLER	SENIOR STOREMAN
FACILITIES MAN I & II	TRUCKDRIVER
GROUNDMAN	UNDERGROUND INSPECTOR
INSTALLER - REPAIRMAN	VEHICLE & EQUIPMENT MECHANIC
LINE & STATION INSTALLER	VEHICLE & EQUIPMENT SERVICEMAN

- 23.02 Should the Company **decide** to reduce the number of employees as referred to in Clause 23.01, casual employees, regardless of classification, shall be laid **off** prior to regular employees.
- 23.03 **No** outside contractors and/or out of scope employees **will be permitted to perform work** in the functional job classification where employees are laid **off**, providing there are employees who can perform the work and the necessary tools and equipment are available. The intent is to cover situations where only outside suppliers have the necessary tools and equipment and will not make them available to our work force.
- 23.04 **Order** of recall for employees within each functional job classification, who were laid off in accordance with Clause 23.01, shall be last out - first in, through the medium of registered letter - **return** receipt requested - to the employee's last address of record, at any time within twelve **(12)** months **from** the day of layoff, provided they are physically **qualified** to **perform** the duties of the **work** available. 27 d
- 23.05 It will be the responsibility of former employees who desire re-employment within the **terms** above, to keep the Company **informed as to** their correct **address and** to advise the Company within one **(1)** week of the **date** of any offer of re-employment as to their acceptance. The Company will assume that failure on the part of any laid-off employee to notify the Company within one (1) week concerning acceptance of an offer of employment or to report for duty within fifteen **(15)** days **from** the date of offer, constitutes a rejection of the **offer** and a severance of the employment relationship.
- 23.06 Employees who have been laid-off and have been recalled to **work** within a **period** of twelve (12) months from the **date** of layoff shall retain all former credits. 29  
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**Note:** For Pension purposes, periods in excess of two (2) months, refer to reinstatement of Previous Service under Pension and Death Benefits Plan Regulations if **period** of layoff is in excess of two (2) months.

23.07

**SEVERANCEPAY**

A regular employee who is terminated following expiry of the twelve (12) month **recall** period shall be entitled to one (1) week severance pay for each completed year of service up to twenty (20) years inclusive and two (2) weeks pay for each completed year of service over twenty (20) years. Severance pay will be **prated** for any **partial** year of service.

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**ARTICLE 24 • SICK LEAVE REGULATIONS**

24.01

An employee who is unable to work due to sickness is **required** to notify his Supervisor, as soon **as** possible, and in any case, within the first two (2) hours of such absence. **Failure** to report and in the absence of satisfactory reason(s), disciplinary action may result.

24.02

In order to establish the date from which sick leave credits shall be computed, employees entering the Service between the first and fifteenth day inclusive of any month shall be credited from the first day of that month. Employees entering the service **on or** after the sixteenth day of the month shall be credited **from** the first day of the following month.

## SICK LEAVE SCHEDULE

Sick Leave will be allowed in accordance with the following table:

DURING THE FOLLOWING SERVICE YEAR	WEEKS @ FULL PAY?	WEEKS @ GREATER OF: 70% PAY OR *2/3.PAY - I.E.	WEEKS @ *U3 PAY - I.E.
0-3 Months	NIL	NIL	NIL
4-6 Months	NIL	NIL	15 <del>weeks</del> after 2 <del>Week</del> <del>Waiting</del> Period
7-12 Months	1	NIL	14 Weeks No Waiting Period
2nd year	2	NIL	13 Weeks No Waiting Period
3rd, 4th & 5th Year	4	9 or 9	2 Weeks No Waiting Period
6th - 10th Year (inclusive)	13	2 or 2 11 NIL	N/A
11th - 15th Year (inclusive)	20	32 NIL	N/A
16th - 20th Year (inclusive)	26	26 NIL	N/A
21st - 25 Year (inclusive)	39	13 NIL	N/A
Over 25 Years	52	NIL NIL	N/A

\* 2/3 - I.E. (Insurable Earnings) is two-thirds (2/3) of employee's basic wages up to the maximum per week, set periodically by the Unemployment Insurance Commission.

NOTE: For the purpose of these regulations, one (1) ~~week~~ is considered as five (5) working days.

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- 24.04** In accordance with the preceding schedule an employee who is absent because of illness shall be considered to be on sick leave from the first day, providing he notifies his immediate Supervisor in compliance with Clause 24.01. In doubtful circumstances, the Supervisor may require a physician's certificate.
- 24.05** When an employee is unable to continue work because of illness, he shall continue to receive his basic rate of pay for that day with no loss of sick leave credits for that day.
- 24.06** Notwithstanding the provisions of the foregoing clauses, where the absence is frequent, extended or seriously interferes with the effectiveness of a production unit, a physician's certificate must be produced. Likewise, a medical examination may be required by a physician appointed by the Company. If other considerations are necessary, then the matter should be referred through the lines of organization to the Department Head.
- An unusual amount of absence may be considered sufficient cause to withhold wage increases or even for dismissal.
- 24.07** Cases of quarantine will be dealt with individually, as occasion demands, and may be paid for subject to the limiting conditions of the sick leave regulations.
- 24.08** An employee who has totally exhausted his sick leave credits and after resuming duty for twenty-two (22) working days is again ill with an unrelated illness, will be eligible to receive, after ten (10) consecutive working days of illness, fifteen (15) weeks payment at the rate of 2/3 pay I.E. (Insurable Earnings) per week.
- 24.09** An employee who has partially used his sick leave credits and after resuming duty for twenty-two (22) working days is again ill with a new illness, will receive the balance of the original credits plus the number of weeks required to provide fifteen (15) weeks of benefit. The two (2) week waiting period is waived in these cases.
- 24.10** If an employee resumes duty before having exhausted the sick leave benefits to which he is entitled and in a period less than sixty-five (65) working days is again ill, a continuing sick benefit claim will be presumed. Benefits will resume from the point at which the first portion of the claim ceased and continued until the end of the continuing claim or until the employee's rights have been exhausted.
- 24.11** An employee who exhausts all sick leave credits to which he is entitled and in a period less than sixty-five (65) working days is again ill due to the same illness will not be eligible for further sick leave credits until the employee has returned to work for sixty-five (65) working days.
- 24.12** After completing sixty-five (65) working days regular service, should the employee again be sick, a new sickness will be assumed and paid for as described in Clause 24.03.



4.13 (a) **ANNIVERSARY DATE PASSED WHILE ON SICK LEAVE:**

If the employee is entitled to **increased** credits according to regulations, he will **be** allowed, if **required**, the difference in excess of the credits in the previous service year without having to return to work and the normal sick leave regulations will apply when he **returns** to work.

(b) **ANNIVERSARY DATE PASSED BETWEEN SICKNESSES :**

If the employee is entitled to **increased credits** according to the regulations, he will be allowed, if **required**, the difference in excess of the **credits** in the previous service year **or** will be allowed the new **credits** after a period of sixty-five **(65)** working days between sicknesses in accordance with the sick leave regulations.

(c) **ANNIVERSARY DATE PASSED BUT NOT ESTABLISHING INCREASED CREDITS:**

The normal regulations will apply and sixty-five **(65)** working days must elapse between sicknesses **to** establish new sick leave credits.

- (d) If an employee has exhausted his sick leave credits and is absent on sick furlough during the sixty-five **(65)** working days needed to re-establish new credits, this sick furlough **will** not be considered **as** lost time for the purpose of accumulating a regular sixty-five **(65)** working day period, but shall extend the time required to re-establish credits by the amount of sick furlough taken during this **period**.

**24.14** When an employee is absent under the provisions of the sick leave regulations, the said employee will not **be** granted vacation, holidays (Civic and Company), or wages in lieu thereof during **the** sick leave absence. However, under extenuating circumstances and if all sick leave benefits **are exhausted**, the employee may **use** his vacation **credits** with the authorization of the **Company**.

24.15 (a) The provisions of the sick leave regulations will apply **in** the event of an employee becoming incapacitated by reason of sickness or accident occurring during the employee's regular vacation period and for the first **two (2)** weeks of authorized furlough granted for any reason.

(b) **To be** eligible for the **unused** portion of the vacation, the employee must:

- (i) Immediately notify his Supervisor at the beginning and end of his illness. The employee may claim the direct cost of this notification (i.e. telephone call, telegram, etc.).
- (ii) Upon his return to work, the employee must **provide a physician's report documenting the illness** and the name, **address** and telephone number of the **attending physician**. **This information will be submitted to and may be verified by the Company Medical Department.**

24.16 The Company may stop payments of these benefits if, in their opinion, disability is caused by negligence ~~or~~ misconduct of the employee.

24.17 The sick leave regulations in this article shall be subject to amendment ~~at~~ any time by any legislation or regulation changes enacted and put into effect by the Unemployment Insurance Commission.

## ARTICLE 25 • MEALS, LODGING, TRANSPORTATION AND TRAVELLING TIME

Expenses set out in this Agreement are to cover expenditures necessarily incurred by employees in the performance of their duties while working away from their headquarters. It is understood that where no expense is incurred no claim shall be made. An employee who has been duly authorized by his immediate Supervisor shall be allowed expenses as stated herein.

### 25.01 MEALS:

~~For~~ overnight absences, an allowance for meals (receipt not ~~required~~) is authorized accordingly:

Breakfast	\$ 6.75
Lunch	\$ 8.50
Supper	\$15.00

### 25.02 LODGING:

- (a) ~~For~~ overnight absences, reasonable and actual expenses ~~will be~~ allowed for commercial lodging upon the production of receipts.
- (b) When an employee makes private arrangements for accommodations, he shall receive twenty dollars (**\$20.00**) for each night such arrangements are made and he may also claim meals per clause **25.01**. An employee who commutes daily from his regular place of domicile may only claim lunch.

### 25.03 INCIDENTAL EXPENSE:

An incidental expense of five dollars (\$5.00) for each overnight stay will be granted ~~from~~ the first day for any employee travelling ~~or~~ away from his headquarters for twenty-four (**24**) hours or more. Incidental expenses ~~are~~ intended to cover such items as laundry, gratuities, ~~etc.~~ An incidental expense is not applicable if an employee commutes daily from his regular domicile.

### 25.04 EXTRAORDINARY EXPENSES:

Where extraordinary expenses ~~are~~ incurred, which ~~are~~ above the allowances ~~stated~~ in this Agreement, the employee, with appropriate justification, will be allowed actual living expenses upon production of receipts.

## OVERTIME MEAL ALLOWANCE:

Effective ~~date~~ of ratification an employee may claim an overtime meal allowance of **eight dollars and fifty cents (\$8.50)** without a receipt in accordance with the following:

1. (a) Employees working overtime within headquarters:
  - (i) When **an** employee works overtime for two **(2)** hours or more following **the** end of his regular **or** overtime **tour**, or,
  - (ii) When **an** employee works two **(2)** hours or more of overtime preceding his regular **or** overtime tour.
- (b) Employees claiming lodging away from **headquarters**:
  - (i) If **an** employee is absent overnight and is already receiving a meal expense per Clause **25.01**, such an employee may claim **an** overtime meal allowance if he has worked four **(4)** **or** more hours of overtime following or preceding his regular **or** overtime tour.
- (c) Employees working away from headquarters not incurring lodging:
  - (i) An employee working two (2) or more hours of overtime following or preceding his regular or overtime tour at a location outside his headquarters and who will not be incurring **an** overnight stay, may claim the appropriate meal allowance in accordance with Clause **25.01**.
2. An employee may claim an overtime meal allowance after each additional continuous four **(4)** hours of overtime worked,
3. **An** employee who is called out **on** overtime for immediate reporting to the job **on** his day off or **after** he has completed his regular tour may claim an overtime meal allowance after four **(4)** hours and a **similar** allowance after each additional continuous four **(4)** hours of overtime worked.
4. In special circumstances, the District Manager may authorize payment of **an** overtime meal payment not covered by the foregoing **or** when the amount is exceeded.
5. Meal breaks may **be** scheduled at any **time** subject to the welfare of the employee and the requirements of service.
6. Overtime **will** not be paid during any meal **period**.

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25.06

**REPORTING FOR DUTY:**

Employees shall report for duty at offices, storerooms or other such locations where an employee may **be required** for a long term or major job within the employee's headquarters designated on the previous day by the Supervisor in charge. They shall not be expected to report beyond this point on their own time.

25.07

**An** employee when travelling shall **be** allowed up to but not exceeding eight **(8)** hours pay at **his** basic hourly **rate** for each day spent travelling, including Saturdays, Sundays and Company holidays. Accommodation and meals will **be** provided wherever possible.

25.08

**TRANSPORTATION:**

- (a) For the purpose of conducting Company business, transportation will be furnished or allowed all employees covered by **this** Agreement where same is **considered** necessary by the Company. It is understood and **agreed** that **an** employee cannot be required to use his personal automobile as a condition of employment; the use of employees' personal automobiles is strictly at the employee's option.
- (b) Management will determine the type and method of transportation by bus, car **or** plane and whenever possible, transportation will be in Company vehicles.
- (c) **An** employee who is authorized by Management to **use** his own vehicle **will** be **allowed** actual car mileage at the prevailing **rate** per kilometer providing **there** is proper insurance coverage on the vehicle **being** used.
- (d) Employees authorized to travel by **private** automobile will **be** covered by compensation, providing there is no deviation from the direct route to **headquarters or** any unauthorized stopovers **enroute**.
- (e) When two **(2)** or more employees are travelling in the same private automobile, the **owner** is the only person eligible to claim mileage.
- (f) **Any** claim **arising** from **an** accident **to** an employee's **own** vehicle **will** be the responsibility of the employee.
- (g) Where Company vehicles **are** not available, **Supervisors** may arrange for the use of private automobiles (with employee's consent) to transport employees to **and** from headquarters.
- (h) Transportation for outside construction personnel will be supplied to and **from** the nearest exchange for lunch.
- (i) An employee who resigns, is dismissed or laid off in the field will be furnished or allowed transportation **to** his district headquarters or place of **hire**.

## TRAVELLING EMPLOYEES

- (a) Travelling employees is a term defining employees in the Construction and Equipment Installation Departments and any other employee working a compressed work week. It is not applicable when such employees are assigned to work wholly located within their respective headquarters.
- (b) Whenever possible a travelling employee will be authorized by his immediate Supervisor to travel daily between his headquarters and work site when working outside his headquarters area. The immediate Supervisor shall consider the following factors in deciding to authorize travel:
1. Distance from headquarters.
  2. Road and weather conditions.
  3. Nature and duration of the job.
  4. Overtime requirements, if any.
  5. Availability of transportation.
  6. Accommodation and eating facilities.
  7. Employee or group requirements as they may relate to reasonable circumstances.

Whenever travel has been approved the employee shall be allowed to travel a maximum of forty (40) minutes each way on Company time. Any additional travel shall be on the employee's own time.

- (c) Travelling time when starting or completing a job in a town or district away from headquarters will be on Company time. If travelling extends into the employee's own time, the overtime rate will prevail.
- (d) Travelling employees working within a two hundred (200) mile radius of their headquarters shall be allowed to return every weekend. The employee shall travel to and from the job site on Company time.
- (e) The Supervisor shall determine whether an employee remaining at the job site over the weekend, while others are returning home, shall be paid meals and lodging.
- (f) Travelling employees working outside a two hundred (200) mile radius of headquarters shall be allowed to return at least every second weekend. Where such travel is authorized, the Company will allow the employee to travel to and from the job site on Company time.
- (g) Employees working out of headquarters shall by mutual agreement between the employees affected, the Union and Management, be allowed to average their hours of work to allow for a longer weekend in accordance with Article 34 - Compressed Work Week. It is agreed that hours worked will not exceed forty (40) per week.

## ARTICLE 26 - GENERAL

### 26.01 ABSENCE:

An employee who is unable to work for any reason, is **required** to notify his Supervisor, as soon as possible, and in any case within the first two (2) hours of such absence. Failure to ~~report~~ and in the absence of satisfactory reason(s), may result in discipline pursuant to Article 13.

### 26.02 ACCIDENT COMPENSATION:

- (a) All accidents **sustained** while on duty will be reported as soon as practical to the Supervisor in order that the Workers' Compensation Board may be notified.
- (b) When an employee **suffers** a disabling work injury, ~~for~~ which he is entitled to compensation under the Workers' Compensation Act, basic wages will be paid from the first day after the work injury in accordance with the Accident Compensation Schedule. Thereafter, direct payments will be made by the Workers' Compensation Board as per the terms of the Workers' Compensation Act.

An employee's sick leave will not be affected while on compensation. Casual employees are only eligible for direct payment from the Workers' Compensation Board.

### (c) ACCIDENT COMPENSATION SCHEDULE

DURING THE FOLLOWING SERVICE YEAR	APPLICABLE ACCIDENT COMPENSATION CREDITS (WEEKS AT FULL PAY)
7 - 12 Months	One (1)
2nd Year	Two (2)
3rd, 4th & 5th Year	Four (4)
6th - 15th Year (inclusive)	Twenty (20)
16th - 20th Year (inclusive)	Twenty-Six (26)
21st - 25th Year (inclusive)	Thirty-nine (39)
Over 25 Years	Fifty-two (52)

*76 25*  
        
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(d) If an employee resumes duty before having exhausted his accident compensation benefits to which he is entitled and, in a period less than sixty-five (65) working days is again absent due to a related or non-related accident, a continuing accident compensation claim will be presumed. Benefits will resume from the point at which the first portion of the claim ceased and be continued until the end of the continuing claim or until the employee's rights have been exhausted.

(e) After sixty-five (65) working days, accident compensation credits will be reestablished. For the purpose of accumulating a regular sixty-five (65) working day period, compensation furlough will not be considered as lost time, but will extend the time required to re-establish credits by the amount of compensation furlough taken during this period.

(f) ANNIVERSARY DATE PASSED WHILE ON ACCIDENT COMPENSATION:

If the employee is entitled to increased credits according to the regulations, he will be allowed, if required, the difference in excess of the credits in the previous service year without having to return to work and the normal accident compensation schedule will apply when he returns to work.

(g) ANNIVERSARY DATE PASSED BETWEEN DISABLING WORK INJURY ABSENCES:

If the employee is entitled to increased credits according to the regulations, he will be allowed, if required, the difference in excess of the credits in the previous service year or will be allowed the new credits after a period of sixty-five (65) working days between disabling work injury absences.

(h) ANNIVERSARY DATE PASSED BUT NOT ESTABLISHING INCREASED CREDITS:

The normal regulations will apply and sixty-five (65) working days must elapse between disabling work injury absences to establish new accident compensation credits.

26.03

ALBERTA HEALTH CARE INSURANCE PLAN, AGT LIMITED SUPPLEMENTARY HEALTH, DENTAL AND VISION CARE PLANS

(a) For all employees covered by this Agreement who are enrolled or become enrolled in the Alberta Health Care Insurance and/or AGT Limited Supplementary Health Care Plan, the Company shall pay seventy-five percent (75%) of the contract premium and the employee shall pay the balance through payroll deduction.

(b) For all employees covered by this Agreement who are enrolled or become enrolled in the AGT Limited Dental Care Plan, the Company shall pay eighty-five percent (85%) of the dental contract premium and fifty percent (50%) of the Orthodontics Care premium with the employee paying the balance through payroll deduction.

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(c) Vision Care

All employees covered by this Agreement who **are** enrolled or become enrolled in the AGT Limited Vision **Care Plan** or equivalent, the Company shall pay seventy-five percent (**75%**) of the Vision **Care** contract premium with the employee paying the **balance through** payroll deduction.

075

26.04 **GROUP INSURANCE:**

(a) For all employees covered by this Agreement who **are** enrolled or become enrolled in the regular Group Life Insurance Plan implemented on July 1, 1971, the Company shall pay **one-half (1/2) the premium** cost up to a maximum of \$2.00 as **outlined** in the Regular Group Life Insurance Plan and the employee shall pay the balance **of** the premium through payroll deduction.

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(b) **All** employees who **are** enrolled or become enrolled in the Regular Group Life Insurance Plan, **the** Company shall pay one-half (**1/2**) of the premium cost **and** the employee shall pay the balance of the premium through payroll deduction.

26.05 (a) The Company **agrees to set up an apprenticeship training program** in accordance with the **requirements of the service and establish an apprenticeship board for this purpose.**

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(b) While it is **presumed** that those in charge of employees **will** assign them **work for** which they are **trained**, there is nothing in **this** Agreement which means that employees shall do only the class of work for which they are **being** employed **nor** that certain classes **of** work shall be performed by only **certain** classes of employees. Should, however, an employee **be** assigned to work which pays a higher **rate** than that for which he is employed, he will **be** paid the scheduled **rate** for such work while engaged upon it.

(c) Higher wages than specified in the Wage Schedules may **be** paid when warranted by **ability** and **quality** of **service** rendered.

26.06 The conditions of this Agreement apply to **all** employees designated in the Wage Schedules.

26.07 **TEMPORARY ASSIGNMENT TO MANAGEMENT OR ANOTHER EXCLUDED POSITION:**

(a) When an employee accepts a request by Management to relieve a Supervisor or another excluded position for a temporary period, he shall receive his basic rate of pay and in addition, shall receive from the first day a differential of seven dollars (\$7.00) per day.

(b) An employee who has accumulated sixty (60) working days in a temporary assignment(s) in one calendar year shall not be eligible for further temporary assignments until the following calendar year.



## ARTICLE 27 - SCHEDULED DAY OFF

The hourly rate is based on a thirty-seven and one-third ( $37\frac{1}{3}$ ) hour average work week. The following wage schedule pages indicate the rates per hour, day and month.

The Scheduled Day Off (S.D.O.) shall be administered according to the principles set forth below:

- 27.01** The S.D.O. may be rescheduled for the following reasons:
- (a) Due to service demands, the S.D.O. may be rescheduled to be taken later within the next **three (3)** week period consecutively with other days **off**.
  - (b) Due to extended training courses and/or Union Leave, the number of S.D.O.'s that fall within this time frame shall be rescheduled to be taken off immediately after completion; consecutively with other days **off**.
- 27.02** When an S.D.O. is &-scheduled seven (**7**) days notice is required. Should the S.D.O. be re-scheduled without such notice, the employee shall be paid a special payment of one (1) times his basic hourly rate for each hour worked. Employees away from work shall be notified by their Supervisor seven (**7**) days in advance, when possible. This payment is not applicable to any overtime hours worked.
- 27.03** The S.D.O. 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 rather than employees having individual days **off**.
- 27.04** Employees on Sick Leave or Workers' Compensation within a block will not have their S.D.O. credit reduced on that account. However, if an employee is absent for any of the preceding reasons, on his S.D.O. he would not be entitled to a day in lieu of.
- 27.05** If an employee is on Sick Leave or Workers' Compensation for an entire block, the S.D.O. is included in this time and no further credit is allowed for that block.
- 27.06** If an employee is on furlough without pay for a period of seven (7) days or less in a block, his S.D.O. credit for that block will not be affected. If he is on furlough in excess of seven (7) days in a block, the employee will not be entitled to the S.D.O. in that block.
- 27.07** A new employee must work seven (**7**) or more days during his first block after engagement to be entitled to his S.D.O. in that block. When an employee resigns, whether or not he has taken his S.D.O. in that block, no wage adjustment is made for that purpose.

## ARTICLE 28 - TECHNOLOGICAL CHANGE

- 28.01 If a decrease of work necessitating a reduction in the work force results from technological change, such as: new equipment, office upgrading or new techniques, and not from adverse economic conditions or voluntary resignations, then the Corporate Management Committee shall use its **best** efforts to train all affected employees desiring such training, **so** the employees may be qualified to accept employment in other phases of the operation **of** the system.  $\frac{22d}{1}$
- 28.02 Regular employees having five (5) years or more of service who suffer loss of employment as a direct result of technological change shall be paid a separation of employment allowance based on employee service and basic rate of pay at the time of separation. The separation allowance shall be two (2) weeks pay per year of service to a maximum of forty (40) weeks.  $\frac{31d}{1}$   $\frac{30}{1}$   $\frac{3}{40}$
- 28.03 If any employee who has been paid a separation allowance is subsequently reengaged and again separated, the separation allowance in the instance of the second, or any subsequent separation will be based on the date of last re-engagement.  $\frac{3}{2}$  P. 28.

## ARTICLE 29 - WORK SECURITY

- 29.01 Managerial, Professional or Technical (MPT) employees shall not do work which is normally carried out by Craft bargaining unit employees. However, occasions may arise when MPT employees are required to do Craft work in training demonstrations, restoration of service where an accident occurred or emergency work is necessary to plant, equipment, machinery or other unforeseeable or unpreventable circumstances occur. These occasions should be considered exceptions and not normal operating practice.  $\frac{3}{1}$
- 29.02 **CONTRACTING OUT**

The Employer shall give notice in writing to the Union before contracting out any work that has historically been done by the employees in the bargaining unit. Such notice shall state the reasons for the contracting out.  $\frac{5}{1}$

## ARTICLE 30 - EXTRA TERRITORIAL ASSIGNMENTS (ATI)

Whereas from time to time requests are made of AGT Limited to release from their service, employees covered by the current Craft & Services Employees Collective Agreement dated March 31, 1992, (herein after referred to as the Collective Agreement) between the Union and AGT Limited to work for other employers beyond the territorial boundaries of the Province of Alberta.

And Whereas the Union and AGT Limited are prepared to agree to release such employees on the basis such releases will be made in accordance with the following procedures and conditions.

Now therefore the parties mutually agree one with the other:

In the event of any request for work beyond the territorial boundaries of the Province of Alberta AGT Limited will post **same** as follows:

- (a) The posting shall remain open for bids **for** fourteen **(14)** days.
  - (b) The posting will contain the job functions, classifications, location, proposed starting **date**, proposed duration and all other known pertinent information.
  - (c) Employees may apply for the posting.
  - (d) Successful applicants will **be** offered employment in writing. An offer of employment shall include the minimum requirements contained in this Agreement. In addition, the offer may contain other **terms** and conditions of employment which exceed the said minimum requirements.
  - (e) The applicant shall accept **or** reject the offer within **forty-eight (48)** hours of its receipt by him. Acceptances shall be in writing. Applications for **postings** may **be** withdrawn by the employee at any time prior to acceptance of the offer.
  - (f) Acceptance of the offer **shall** mean the employee is ineligible during the **period** of his **extraterritorial** employment **to** bid on any vacancies **or** transfers **or** promotions within the bargaining unit. He shall, however, be eligible to bid during that time on **another** extra-territorial opportunity.
  - (g) Upon acceptance of the offer by **an** employee, the Union shall immediately **be notified** of the **terms and** conditions not stated herein, the location of the employee and an **address** through which the Union may contact the employee by mail. A copy of the accepted offer shall immediately **be** forwarded to the Union.
  - (h) **Any** posting shall **be** deemed to **be** a lateral posting within the meaning of the Collective Agreement.
  - (i) Where circumstances cause a deviation from the policy of posting opportunities, the Union will **be** notified in writing stating the reasons for the deviation.
2. The **period of release** shall commence at the time the employee commences his employment with the **extra-territorial** employer.
  3. Upon any of the events set out in **this** paragraph occurring, the employee shall **be** returned as an employee of AGT Limited to the same classification at the same headquarters he **was** in at the time of accepting the **extra-territorial** offer. He shall acme seniority and benefit service **as** if he was **an** employee for AGT Limited for the period **for** which he **has** been released until:
    - (a) Completion of job.
    - (b) Completion of the **terms** set out in the accepted offer.
    - (c) The **extra-territorial** employer ends the employment relationship for any reason.

- (d) Mutual consent of AGT Limited and the employee; such consent by AGT **Limited** not being unreasonably withheld
4. The terms of the written offer shall contain the following minimum requirements:
- (a) The basic hourly rate of pay shall not be less than the rate plus ten percent (10%) paid to an employee ~~from~~ time to time for that classification under the Collective Agreement.
- (b) There shall be **no** obligation to pay any differentials, bonuses, allowances, premiums **or** like payments set out in the Collective Agreement except as provided for herein **or as provided** for in the offer **and** acceptance.
- (c) Overtime shall be paid at double time. the Collective Agreement classification rate for all hours worked over eight (8) hours a day or eighty (80) regular hours in the fourteen **(14) day period**. 37 a/b  
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- (d) The equivalent to the number of holidays set out in the Collective Agreement will be granted and taken at a time mutually agreed to.
- (e) Vacations will be **as** set out in the Collective Agreement **and will** be taken by mutual agreement but entitlement **will be** carried forward and accrued **as if** there was no **break** in service. The scheduling of such vacations will be **as** mutually **agreed** and in the event **that** a scheduled vacation has not been taken prior to **returning to** AGT Limited, AGT Limited agrees **to** honour **any** agreed to scheduled vacation.
- (f) Scheduled Days Off will be handled by either
- (i) Postponement **and** rescheduling **to a** mutually convenient time.
- (ii) Pay-out by mutual agreement between the employee and the extra-territorial employer.
- (iii) Given **as** due under the Collective Agreement.
- (g) Medical, dental, vision and group life insurance coverage **will be** maintained for any dependents and the employee **will be** covered by equivalent benefits for all time out of the employ of AGT Limited and will immediately recommence for the employee upon **his** return to AGT Limited.
- (h) The Pension Death Benefit will continue to **be** applicable for any affected employee. Benefit **service** within the meaning of the AGT Limited Plan **will** accrue for **all** time served with the extra-territorial employer.
- (i) Employees **taking** assignments in continental **North** America shall receive at least one (1) economy return ticket by air for each four **(4)** weeks of extra-territorial service. Such ticket may be used either by the employee or **a** dependent. The time at which the ticket **may be used** shall be mutually agreed between the employee and the extra- **territorial** employer.

- (j) Employees taking extra-territorial assignments outside of continental **North America** shall receive reasonable economy **return air** transportation to allow him to **return** on a regular basis **to** his home **at** a mutually convenient time.
  - (k) In the event that the employee and the extra-territorial employer agree that the employee will move his residence to an extra-territorial location during his assignment then he shall not be eligible for the **return** travel set out in 4(i) **or** 4(j) or the allowances set out in 4(n), 4(o) and 4(p) unless he is working at a location other than the location of his new residence. In the event that the location of the extra-territorial assignment is within the continental United States then the amount he shall receive, pursuant to Sections 4(a) and 4(c) **herein**, shall be paid in U.S. **dollars**.
  - (l) Employees shall receive **all** sick leave and other leaves, except jury duty and election leave, in accordance with the provisions of the Collective Agreement.
  - (m) The employee shall receive economy **air transportation** to the location of the extra-territorial assignment upon commencement and upon completion to his AGT Limited headquarters.
  - (n) **An** allowance for meals for each day of the extra-territorial assignment will be made as follows:
    - (i) Breakfast      \$ 7.00.
    - (ii) Lunch            \$ 8.30.
    - (iii) Supper         \$14.70.
  - (o) An employee will receive reasonable and actual expenses for commercial **lodging** upon the production of receipts.
  - (p) **An** employee will receive an incidental expense of **four dollars** and seventy-five cents (**\$4.75**) per day of the extra-territorial assignment.
  - (q) In the event that local conditions necessitate, the extra-territorial employer shall grant meal allowances in excess of those set out in 4(n). It is **agreed** that in the event that the location of the employee is in the **United States** then the payment of the meal allowances and incidental allowance shall be made in U.S. dollars.
5. Notwithstanding anything contained herein, any employee who has accepted, whether such acceptance is in writing or not, **an** offer prior **to** the execution of this agreement on terms and conditions more advantageous **to** the employee than those set out herein, such terms and conditions shall continue until completion of the job **or** completion of the terms accepted in the offer, whichever last **occurs**.
6. AGT Limited shall cause **to** be paid **to** the Union all Union dues **and** fees for each affected employee during the time he is working under the extra-territorial accepted offer.

**a7.** In the event that the employee or the Union or AGT Limited have a difference as to the interpretation, application, operation, contravention or alleged contravention, including any question of arbitrability relating to this Memorandum of Agreement or the offer made hereunder then it shall be resolved as follows:

(a) Within **fourteen (14)** calendar days of the date of the alleged occurrence causing the difference, the affected employee shall file a grievance with Employee Relations. A copy of the grievance shall be **also** filed with the Business Manager of the Union. The Business Manager of the Union and Employee Relations of AGT Limited shall attempt to settle the grievance Within **fourteen (14)** calendar days of receipt. In the event that a settlement cannot be achieved, the Union may, in accordance with the procedures set out in the Collective Agreement, refer the matter to arbitration.

(b) If either the Union or AGT Limited believe a difference exists then the Business Manager of the Union or Employee Relations shall, within **fourteen (14)** calendar days of the alleged occurrence of the difference, file a written grievance with the other. They shall, within **fourteen (14)** calendar days of receipt, attempt to settle the difference. If unsuccessful then either party, in accordance with the procedure set out in the Collective Agreement, may refer the difference to arbitration.

(c) The Arbitration **Board** and its award shall be subject to **the** provisions of the Canada Labour Code and regulations thereunder.

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8. Upon acceptance of the offer by the employee, the extra-territorial employer and the employee shall execute a contract of employment in the terms of the accepted offer and upon such execution, the employee shall for the **period** of the release set out above be deemed to be an employee of the extra-territorial employer. The employee shall remain an employee of AGT Limited until the **period** of release commences.

9. AGT Limited, at all times, guarantees the terms and conditions of any executed contract of employment between an extra-territorial employer and the employee.

10. This Memorandum of Agreement shall be considered an amendment to the Collective Agreement and shall replace and supersede the Collective Agreement as it relates solely to the releasing of employees covered by the Collective Agreement for extra-territorial employment. The terms of this Agreement shall be binding on the Union, AGT Limited and the employee. Its term shall coincide with the term of the Collective Agreement as it forms part of the Collective Agreement. In all other aspects, the Collective Agreement is hereby confirmed.

### ARTICLE 31 - MATERNITY LEAVE

31.01 An employee who has completed six (6) months of service is entitled to a maximum of twenty (20) weeks of maternity leave without pay.

31.02 An employee wishing to take maternity leave shall notify the Employer in writing at least four (4) weeks in advance of the commencement date and length of such leave. At that time, the employee will provide a doctor's certificate verifying the pregnancy.

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An employee who wishes to change the length of her leave shall give not less than four (4) weeks notice in writing of any change in the length of leave intended to be taken.

31.04

The period of maternity leave shall not exceed twenty (20) weeks in length and may commence not earlier than fourteen (14) weeks prior to the estimated date of confinement and shall end not later than twenty (20) weeks following the actual day of confinement.

31.05

The Employer shall not require an employee to take a leave of absence from employment unless the employee is unable to perform an essential function of her job and there is no appropriate alternate job available. The employee shall only be required to take the leave of absence for such time as she is unable to perform that essential function.

31.06

An employee returning from maternity leave shall be reinstated in the position that she occupied when the maternity leave commenced. Where for any valid reason the Employer cannot reinstate the employee in her former position, the Employer shall reinstate the employee in a comparable position with the same wages and benefits and in the same headquarters area.

31.07

Alberta Health Care Insurance Plan, AGT Limited Supplemental Health, Dental and Vision Care Plans and Group Insurance Contributions

(a)

An employee who has been granted maternity leave, shall authorize (through the form "Furlough Deduction Notice") the Employer to deduct from her final pay cheques, the necessary funds required to cover the employee's portion of contributions to Alberta Health Care Insurance Plan, AGT Limited Supplemental Health, Dental and Vision Care Plans and Group Insurance, for the whole period of maternity leave plus one (1) month's deduction.

(b)

The Employer will continue to pay the Employer's portion of contributions to Alberta Health Care Insurance Plan, AGT Limited Supplemental Health, Dental and Vision Care Plans and Group Insurance for the whole period of maternity leave.

31.08

Suspension of Increases

A wage increase falling due during the period of maternity leave will be suspended during the period of leave with credit for time worked being applied in the establishment of a new scheduled date, upon return to work.

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Fifteen (15) days or less in a month will not be counted as any portion of a month and more than fifteen (15) days will be counted as a full month for purposes of increases only.

31.09 (a)

An employee who has been granted maternity leave shall authorize the Employer to deduct from her final pay cheque prior to commencing the leave, the necessary funds required to cover one (1) months Union dues.

(b)

When the employee returns to work, the Employer will resume deduction of Union dues.

- (c) Union dues voluntarily contributed for the entire period of leave will be forwarded by the Employer to the Union.

**ARTICLE 32 - CHILD CARE LEAVE**

**32.01** An employee who has completed ~~six~~ (6) months of service and who adopts a child or has care and custody of a newborn child shall be entitled to leave without pay of up to twenty-four (24) weeks. This ~~period~~, in the case of adoption, commences when the child comes into the employee's care. Otherwise the ~~period~~ may commence on the day the child is born, ~~or~~ the day the child comes into the employee's care, ~~or~~ on the expiration of the mother's maternity leave.

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**32.02 (a)** An employee who intends to take a child care leave shall notify the Employer in writing at least four (4) weeks prior to commencing such leave and include the length of leave intended to be taken.

**(b)** An employee who wishes to change the length of the leave shall provide four (4) weeks notice in writing of any change to the length of the leave.

**32.03** An employee returning from child care leave shall be reinstated in the position occupied when the child care leave commenced. When for any valid reason the Employer cannot reinstate the employee in their former position, the Employer shall reinstate the employee in a comparable position with the same wages and benefits and in the same headquarters area.

**32.04** The aggregate amount of unpaid child care leave that may be taken by two (2) employees in respect of the birth or adoption of any one (1) child shall not exceed twenty-four (24) weeks.

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**32.05** Alberta Health Care Insurance Plan, AGT Limited Supplementary Health, Dental and Vision Care Plans and Group Insurance Contributions

**(a)** An employee who has been granted child care leave, shall authorize (through the form "Furlough Deduction Notice") the Employer to deduct from her final pay cheques, the necessary funds required to cover the employee's portion of contributions to Alberta Health Care Insurance Plan, AGT Limited Supplementary Health, Dental and Vision Care Plans and Group Insurance, for the whole period of child care leave plus one (1) month's deduction.

**(b)** The Employer will continue to pay the Employer's portion of contributions to Alberta Health Care Insurance Plan, AGT Limited Supplementary Health, Dental and Vision Care Plans and Group Insurance for the whole period of child care leave.

**32.06** Suspension of Increases

A wage increase falling due during the period of child care leave will be suspended during the period of leave with credit for time worked being applied in the establishment of a new scheduled date, upon return to work.

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Fifteen (15) days or less in a month will not be counted as any portion of a month and more than fifteen (15) days will be counted as a full month for purposes of increases only.

- 32.07 (a) An employee who has been granted a child care leave shall authorize the Employer to deduct from the employee's last pay cheque prior to commencing the leave and forward to the Union one (1) months dues.
- (b) When the employee r e m s to work, the Employer will resume deduction of Union dues.
- (c) Union dues voluntarily contributed for the entire period of leave will be forwarded by the Employer to the Union.

### ARTICLE 33 - ADOPTION LEAVE

- 33.01 An employee who has completed six (6) months of continuous service may request a leave of absence without pay or benefits (except as provided in 14.10 (e)) not to exceed twenty (20) weeks for the purpose of adopting a child. Such leave is subject to the demands of service and must be taken immediately following any leave taken pursuant to Article 32, Child Care Leave. Approval for adoption leave will not be unreasonably withheld.
- 33.02 Requests for adoption leave must be submitted in writing to the employee's Supervisor not less than four (4) weeks prior to the anticipated commencement date of the adoption leave.
- 33.03 An employee returning from adoption leave shall be reinstated in the position occupied when the adoption leave commenced. Where for any valid reason the Employer cannot reinstate the employee in his former position, the Employer shall reinstate the employee in a comparable position with the same wages and benefits and in the same headquarters area.
- 33.04 An employee who has been granted adoption leave shall authorize the Employer to deduct from his final pay cheque(s) or pay to the Employer, the necessary funds required to cover the premiums to Alberta Health Care Insurance Plan, Supplementary Health, Vision and Dental Care Plans and Group Insurance for the entire period of adoption leave plus one (1) month.
- 33.05 When the employee returns to work, the Employer will resume deduction of Union dues.
- 33.06 Union dues voluntarily contributed for the entire period of leave will be forwarded by the Employer to the Union.

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## ARTICLE 34: COMPRESSED WORK WEEK

### 34.01 GENERAL

- (a) Employees working out of headquarters shall, by mutual agreement between the employees affected, the Union and Management, be allowed to work compressed work weeks. 35 f
- (b) This Article reflects the varied working conditions affecting the Craft and Services Employees who are working a compressed work week.
- (c) Employees working within their headquarters will not be eligible to work a compressed work week.
- (d) An employee shall only work a compressed work week when the out of headquarters assignment is expected to be one week or longer in duration.
- (e) Notwithstanding (c) or (d) above, should an unforeseen event occur that results in an employee returning to his headquarters before the completion of the compressed work week, the following shall apply:
- (i) an employee who has worked out of headquarters for only the first day of the week shall be compensated at the overtime rate for all hours worked in excess of eight on the first day. The remainder of the week shall be worked at eight hours per day. Change of tour notice shall not apply.
  - (ii) an employee who has completed two or more days of compressed work shall continue to work compressed hours for the remainder of the week.
  - (iii) an employee who starts his work week within headquarters and completes the work week outside of headquarters shall not be permitted to work a compressed work week.

### 34.02 Hours of Work - Within 200 Miles of Defined Headquarters

- (a) Basic **Hours** of Work means ten (10) hours per day, four (4) days per week and forty (40) hours per week.
- (b) During the week in which an S.D.O. falls, the work week will be:
- (i) Four (4) eight (8) hour days; or,
  - (ii) Two (2) eleven (11) hour days and one (1) ten (10) hour day.

- (c) Compressed Work Week Tours will be from Monday to Thursday or Tuesday to Friday and include a one (1) hour lunch break (or one half (1/2) hour lunch break if agreed to by the employees and Management) at the end of five (5) hours of work.

**34.03 HOURS OF WORK - OVER 200 MILES FROM DEFINED HEADQUARTERS**

- (a) Basic **Hours** of Work means ten (10) hours per day, four (4) days per week and forty (40) hours per week.
- (b) During the week in which an S.D.O. falls, the work week will be:
  - (i) Four (4) eight (8) hour days; or,
  - (ii) Two (2) eleven (11) hour days and one (1) ~~ten~~ (10) hour day.
- (c) Compressed **Work Week Tours** will be from Wednesday to Saturday and Sunday to Wednesday and include a one (1) hour lunch break (or one half (1/2) hour lunch break if agreed to by the employees and Management) at the end of five (5) hours of work.

**34.04 PAY PROVISION FOR EMPLOYEES ABSENT FROM DUTY**

Paid absences shall be based on ten (10) hours pay in accordance with the following:

(a) **BEREAVEMENT LEAVE**

An employee shall be granted the equivalent days associated with a four (4) day work week. i.e. five (5) working days of bereavement leave-four (4) days.

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(b) **FUNERAL LEAVE AND PALLBEARER LEAVE**

One (1) day shall be interpreted as being ten (10) hours pay.

(c) **SERIOUS DISTRESS**

Use of Advance Vacation

An employee shall be granted the equivalent days associated with a four (4) day work week, i.e. one (1) week's vacation-four (4) days.

Short Term Leave with Pay and **Medical** or Dental or Special Appointments. One (1) full day shall be interpreted as being ten (10) hours pay.

**34.05 OVERTIME AND REST PERIOD**

(a) **OVERTIME**

Overtime will only be paid after ten (10) hours, or eleven (11) hours in the case of an S.D.O week, in a day and forty (40) hours in a week.

(b) **RESTPERIOD**

Rest ~~Period~~ shall be based on ten (10) hours.

**34.06 COMPANY HOLIDAYS**

- (a) Holiday pay for employees shall be ten (10) hours pay.
- (b) When an employee is not required to work on a Company holiday which is included in his scheduled work week, grant the day ~~off~~ with holiday pay.
- (c) When a Company holiday falls on a day which is not included in the employee's normally scheduled work week, the work week shall be re-scheduled with ~~a~~ least seven (7) days notice ~~to include~~ the holiday.
- (d) An employee who is required to work a Company holiday which is included in his scheduled work week shall be paid double time ~~or~~ the time worked (10 hours) plus the holiday pay of ten (10) hours.

**34.07 CIVIC HOLIDAYS**

- (a) Civic holiday pay for employees shall be ten (10) hours pay.
- (b) When an employee is not required to work on a Civic holiday which is included in his scheduled work week, he will be granted the day off with Civic holiday pay.
- (c) When a Civic holiday falls on a day which is not included in the employee's normally scheduled work week equivalent time ~~off~~ with pay (10 hours) will be granted at a later date.
- (d) An employee who is required to work a Civic holiday which is included in his scheduled work week shall be granted equivalent time ~~off~~ with pay (10 hours) at a later date within the same period. If, at the discretion of the immediate Supervisor, such time off cannot be granted, the employee shall be paid double time for the time worked (10 hours). Overtime shall not be paid.

**34.08 ANNUAL VACATIONS**

- (a) An employee shall be granted the equivalent days associated with a four (4) day work week.
  - i.e.           1 week       -       4 days
  - 2 weeks      -       8 days
  - 3 weeks      -       12 days
  - etc.
- (b) When a holiday falls on a day of the annual vacation an employee shall be entitled to an additional day ~~off~~ with pay (10 hours).

**4.09 SICKLEAVE**

- (a) An employee shall be granted the equivalent days associated with a four (4) day work week.
  - i.e. 1 week - 4 days
  - 2 weeks - 8 days
  - 3 weeks - 12 days
  - etc.
- (b) Half-pay as it applies to sickness absence shall be interpreted as being one-half (1/2) the hours scheduled that day (five (5) hours pay).

**34.10 BOARD AND LODGING**

- (a) Overtime ~~Meal~~ Allowance  
Regular or overtime tours for the day shall be construed as ten (10) hours.
- (b) Employees On Courses  
Employees scheduled to go on Company courses or Apprenticeship Training will be re-scheduled to the normal Monday to Friday, eight (8) hours per day work week.

**34.11 GENERAL**

Accident Compensation

An employee shall be granted the equivalent days associated with a four (4) day work week.

- i.e. 1 week - 4 days
- 2 weeks - 8 days
- 3 weeks - 12 days
- etc.

**ARTICLE 35 - SAFETY**

**35.01** Both Parties to this Agreement recognize the requirement to use protective safety equipment supplied by the Employer. The Employer shall ensure that each employee is made aware of these requirements, safety rules regulations.

Act

**35.02** Where an employee while at work has reasonable cause to believe that:

- (a) The use or operation of a tool or equipment constitutes a danger to the employee or another employee; or,
- (b) A condition exists in any place that constitutes a danger to the employee, the employee may refuse to use or operate the tools or equipment or to work in that place.

**35.03**

An employee may not refuse to use or ~~operate~~ the tool or equipment or to work in a place if:

- (a) The refusal puts the life, health or safety of another ~~person~~ directly in danger; or,
- (b) The danger referred to in Clause 34.02 is inherent in the employee's ~~work~~ or is a normal condition of employment.

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**35.04**

**SAFETY FOOTWEAR**

- (a) Employees required to work in designated foot protection areas will be eligible for reimbursement for the purchase of **CSA** approved footwear, as per Clause **35.04 (b)**. Confirmation of the requirement for safety footwear is required from the immediate supervisor prior to purchase.
- (b) The reimbursement amount will be one hundred percent (100%) of the cost of such footwear, to a maximum of one hundred dollars (\$100.00) per calendar year.

**35.05**

**PAY FOR BAD WEATHER**

The **nature** of the work, weather conditions, the service requirements, and **the health and** safety of the employee will be given full consideration by the Supervisor in deciding whether or not outdoor work should be done. Employees must ~~report~~ for duty.

**CRAFT & SERVICE EMPLOYEES**  
**CLASS I, II AND II WAGE SCHEDULE**

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The hourly rate is based on an average week's work of thirty-seven and one third (37 1/3) hours.

**EFFECTIVE DECEMBER 31, 1991**

**EFFECTIVE DECEMBER 31, 1992**

PROG. STEPS	HOURLY	DAILY	MONTHLY	HOURLY	DAILY	MONTHLY
A.	\$14.20	106.00	2306	14.70	109.76	2387
B.	\$14.75	110.16	2396	15.27	114.00	2480
C.	\$15.36	114.72	2495	15.90	118.72	2582
D.	\$16.27	121.52	2643	16.84	125.76	2735
E.	\$16.71	124.80	2714	17.29	129.12	2808
F.	\$17.36	129.60	2819	17.97	134.16	2918
G.	\$18.43	137.60	2993	19.08	142.48	3099

**JOURNEYMAN**

H.	\$19.35	144.48	3142	20.03	149.42	3252
I.	\$20.36	152.00	3306	21.07	157.36	3423

**CLASS I**

J - 1	\$21.44	160.08	3482	22.19	165.68	3604
K - 1	\$23.00	171.76	3736	23.81	177.76	3866

**CLASS II**

J - 2	\$21.02	156.96	3414	21.76	162.48	3534
K - 2	\$22.48	167.48	3651	23.27	173.76	3779

**CLASS III**

J - 3	\$21.02	156.96	3414	21.76	162.48	3534
K - 3	\$22.24	166.08	3612	23.02	171.92	3739

**CLASSIFICATIONS:**

**CLASS I:** Cablesplicer, Central Officeman, Chief Rackman, Combinationman, Customer Service Program Technician, Electrician, Equipment Installer, Facilities Man I, Installer Repairman (PBX Radio Teletype, Key Equipment, etc.), Plumber, Radio Serviceman, Refrigeration Mechanic, Repairshop I, Test Equipment Serviceman I.

**CLASS II:** Carpenter, Facilities Man II, Line & Station Installer, Lineman, Painter, Plant Inspector, Repairshopman II, Repair Serviceman, Test Equipment Serviceman II, Underground Inspector.

**CLASS III:** Rackman

**NOTE:** The interval from one step to the next shall be six (6) months.



## CRAFT & SERVICES EMPLOYEES

The hourly rate is based on an average week's work of thirty-seven and one third (37 1/3) hours.

### GROUNDMAN WAGE SCHEDULE

EFFECTIVE - DECEMBER 31, 1991				EFFECTIVE - DECEMBER 31, 1992			
PROG. STEPS	HOURLY	DAILY	MONTHLY	HOURLY	DAILY	MONTHLY	
A.	\$15.12	112.88	2455	15.65	116.88	2542	
B. <i>100</i>	\$15.29	114.16	2483	<i>back</i> 15.83 ✓	118.16	2570	
C.	\$15.84	118.24	2572	16.39 ✓	122.40	2662	
D.	\$16.43	122.64	2667	17.01	127.04	2763	

### TRUCKDRIVER WAGE SCHEDULE

A.	\$15.12	112.88	2455	15.65	116.88	2542
B.	\$15.29	114.16	2483	15.83	118.16	2570
C.	\$16.27	121.52	2643	16.84	125.76	2735
D.	\$17.03	127.12	2765	17.63	131.60	2862

### COIN TELEPHONE COLLECTOR WAGE SCHEDULE

A.	\$12.47	93.12	2025	12.91	96.40	2097
B.	\$13.33	99.52	2165	13.80	103.04	2241
C.	\$14.20	106.00	2306	14.70	109.76	2387
D.	\$15.06	112.48	2446	15.59	116.40	2532
E.	\$15.99	119.36	2596	16.55	123.60	2688

Groundman or Truckdriver who is licensed in accordance with the Highway Traffic Act and is qualified and experienced in the operation, care and maintenance of heavy equipment will, when required to operate any of the following equipment, receive a differential in addition to basic rate of pay, as outlined in the schedule following:

#### DIFFERENTIALS:

**TRUCKDRIVER AND/OR LIGHT EQUIPMENT OPERATOR:** Trucks of **14,000 GVW** and over, Jackhammer, rubber-tired farm tractor with overhead loader, backhoe equipment or compressor, small trenching equipment, pitman or teistat equipment, **\$2.50** per day.

**HEAVY EQUIPMENT OPERATOR:** When required to operate a crawler type tractor, TD20B or D8 with plow or mobile backhoe and truck of **24,000 GVW** and over, **\$3.00** per day.

**BUFFERING TRUCK OPERATOR:** Operation of the buffering truck along with the placing, replacing and removal of air bottles on pressurized underground cable, **\$2.75** per day.

**NOTE:** The interval from one step to the next shall be six (6) months.

*14 Aug 92*  
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## CRAFT & SERVICE EMPLOYEES

The hourly rate is based on an average week's work of thirty-seven and one third (37 1/3) hours.

### VEHICLE AND EQUIPMENT MECHANIC WAGE SCHEDULE

EFFECTIVE DECEMBER 31, 1991

EFFECTIVE DECEMBER 31, 1992

PROG. STEPS	HOURLY	DAILY	MONTHLY	HOURLY	DAILY	MONTHLY
A.	\$14.20	106.00	2306	14.70	109.76	2387
B.	\$14.75	110.16	2396	15.27	114.00	2480
C.	\$15.36	114.72	2495	15.90	118.72	2582
D.	\$16.27	121.52	2643	16.84	125.76	2735
E.	\$16.71	124.80	2714	17.29	129.12	2808
F.	\$17.36	129.60	2819	17.97	134.16	2918
G.	\$18.43	137.60	2993	19.08	142.48	3099

### JOURNEYMAN

H.	\$21.02	156.96	3414	21.76	162.48	3534
I.	\$22.48	167.84	3651	23.27	173.76	3779

DIFFERENTIAL: Vehicle and Equipment Mechanic to be paid a differential of \$2.75 per day while servicing equipment and vehicles in field

### VEHICLE AND EQUIPMENT SERVICEMAN WAGE SCHEDULE

A.	\$14.28	106.64	2319	14.78	110.32	2399
B.	\$14.55	108.64	2363	15.06	112.48	2446
C.	\$14.92	111.44	2424	15.44	115.28	2507
D.	\$15.48	115.60	2514	16.02	119.60	2601

DIFFERENTIAL - Vehicle and Equipment Serviceman to be paid the heavy equipment differential of \$2.75 per day while driving the refueling vehicle.

**NOTE:** The interval from one step to the next shall be six (6) months

**NOTE:** There will be a one hundred dollar (\$100.00) allowance per calendar year to assist Mechanics in the replacement of personal tools which will be claimed as an expense item.

Effective January 01, 1993 this annual allowance will increase to **\$200.00.**

**CRAFT & SERVICE EMPLOYEES**

The hourly rate is based on an average week's work of thirty-seven and one third (37 1/3) hours.

**STOREMAN II WAGE SCHEDULE**

**EFFECTIVE DECEMBER 31, 1991**

**EFFECTIVE DECEMBER 31, 1992**

PROG. STEPS	HOURLY	DAILY	MONTHLY	HOURLY	DAILY	MONTHLY
A.	\$13.83	103.28	2246	14.31	106.88	2325
B.	\$14.56	108.72	2365	15.07	112.56	2448
C.	\$15.29	114.16	2483	15.83	118.16	2570
D.	\$16.27	121.52	2643	16.84	125.76	2735
E.	17.56	131.12	2852	18.17	135.68	2951

**STOREMAN I WAGE SCHEDULE**

A.	\$14.56	108.72	2365	15.07	112.56	2448
B.	\$15.29	114.16	2483	15.83	118.16	2570
C.	\$16.27	121.52	2643	16.84	125.76	2735
D.	\$17.56	131.12	2852	18.17	135.68	2951
E.	\$18.52	138.32	3008	19.17	143.12	3113

**SENIOR STOREMAN WAGE SCHEDULE**

A.	\$16.27	121.52	2643	16.84	125.76	2735
B.	\$17.56	131.12	2852	18.17	135.68	2951
*C.	\$18.52	138.32	3008	19.17	143.12	3113
D.	\$19.55	146.00	3176	20.23	151.04	3285

\*Maximum Lead Yard Man

*14 Aug 92*  
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**STOREMAN I:** Outside Forklift Operator, Stationery Storeman, Teletype Storeman, Edmonton Technical Stores (1), Storeman at Material Distribution Centres, and any other area designated by the Company.

- (i) Certain work pertaining to the receiving and identification of equipment on an assignment basis.

Wage adjustment upon promotion to a higher classification within the Stores Group of classifications shall be as follows, adjust wage to:

- (i) One increment higher than the former wage

**OR**

- (ii) The minimum wage of the new group, whichever is higher.

**DIFFERENTIAL:** A storeman who is licensed in accordance with the Motor Vehicle Administration Act and is qualified and experienced in the operation, care and maintenance of trucks, 14,000 GVW and over, will, when required to operate such trucks, receive a differential of \$2.50 per day in addition to his basic rate of pay. Trucks of 24,000 GVW and over, \$3.00 per day.

**NOTE:** The interval from one step to the next shall be six (6) months.

## CRAFT & SERVICE EMPLOYEES

The hourly rate is based on an average week's work of thirty-seven and one third (37 1/3) hours.

### BUILDING SERVICEMAN WAGE SCHEDULE

EFFECTIVE DECEMBER 31, 1991

EFFECTIVE DECEMBER 31, 1992

PROG. STEPS	HOURLY	DAILY	MONTHLY	HOURLY	DAILY	MONTHLY
A.	\$15.69	117.12	2547	16.24	121.28	2638
B.	\$16.42	122.64	2667	16.99	126.88	2760
C.	\$17.13	127.92	2782	17.73	132.40	2880
D.	\$17.92	133.84	2911	18.55	138.48	3012

### BUILDING CUSTODIAN I WAGE SCHEDULE

A.	\$14.20	106.00	2306	14.70	109.76	2387
B.	\$14.65	109.36	2379	15.16	113.20	2462
C.	\$15.21	113.60	2471	15.74	117.52	2556
D.	\$15.69	117.12	2547	16.24	121.28	2638

### BUILDING CUSTODIAN II WAGE SCHEDULE

A.	\$10.53	78.64	1710	10.90	81.36	1770
B.	\$11.22	83.76	1822	11.61	86.72	1886
C.	\$11.64	86.88	1890	12.05	90.00	1958
D.	\$12.23	91.28	1985	12.66	94.56	2057

### CHIEF BUILDING CUSTODIAN WAGE SCHEDULE

A.	\$16.21	121.04	2633	16.78	125.28	2725
B.	\$16.88	126.00	2741	17.47	130.48	2838

**NOTE:** The interval from one step to the next shall be six (6) months.

**DIFFERENTIAL:** A Building Serviceman who is licensed in accordance with the Motor Vehicle Administration Act and is qualified and experienced in the operation, care and maintenance of trucks, 14,000 GVW and over, will, when required to operate such trucks, receive a differential of \$2.50 per day in addition to his basic rate of pay. Trucks of 24,000 GVW and over, \$3.00 per day.

## CRAFT & SERVICE EMPLOYEES

The hourly rate is based on an average week's work of thirty-seven and one third (37 1/3) hours.

### REPAIRSHOP SERVICEMAN II WAGE SCHEDULE

EFFECTIVE DECEMBER 31, 1991

EFFECTIVE DECEMBER 31, 1992

PROG. STEPS	HOURLY	DAILY	MONTHLY	HOURLY	DAILY	MONTHLY
A.	\$13.83	103.28	2246	14.31	106.88	2325
B.	\$14.56	108.72	2365	15.07	112.56	2448
C.	\$15.29	114.16	2483	15.83	118.16	2570
D.	\$16.27	121.52	2643	16.84	125.76	2735
E.	\$17.56	131.12	2852	18.17	135.68	2951

### REPAIRSHOP SERVICEMAN I WAGE SCHEDULE

A.	\$14.56	108.72	2365	15.07	112.56	2448
B.	\$15.29	114.16	2483	15.83	118.16	2570
C.	\$16.27	121.52	2643	16.84	125.76	2735
D.	\$17.56	131.12	2852	18.17	135.68	2951
E.	\$18.52	138.32	3008	19.17	143.12	3113

### SENIOR REPAIRSHOP SERVICEMAN WAGE SCHEDULE

A.	\$16.27	121.52	2643	16.84	125.76	2735
B.	\$17.56	131.12	2852	18.17	135.68	2951
C.	\$18.52	138.32	3008	19.17	143.12	3113
D.	\$19.55	146.00	3176	20.23	151.04	3285

Wage adjustments upon promotion to a higher classification within the Repairshop Serviceman Group of classifications shall be as follows:

(i) One increment higher than the former wage

**OR**

(ii) The minimum wage of the new group, whichever is higher.

**NOTE:** The interval from one step to the next shall be six (6) months.



## ARTICLE 36 - DURATION AND NEGOTIATIONS

**36.01**

This Agreement shall become effective as of the 31st day of December, 1991 and shall remain in full force and effect until the 30th day of December 1993, inclusive, and shall be automatically renewed from year to year thereafter unless notice in **Writing** is given by either **Party** to the other to negotiate a new Agreement or to terminate this Agreement, not less than thirty **(30)** days nor more than ninety (90) days prior to the expiry date of this Agreement or any continuation thereof.

Where a notice to negotiate a new Agreement, **or** where a notice to terminate this Agreement is given, then the first negotiating meeting shall be held within **fifteen (15) days** after the notice is given.

Where a notice to negotiate or terminate is given, this Agreement and continuation of it **shall** remain in full force and effect until the relevant provisions of the Canada **Labour** Code have been met.

### MEDIATION/CONCILIATION

**36.02**

If, during negotiations for a collective agreement or revisions or renewal of an existing agreement, the parties fail to **agree** on the terms thereof, either of the parties may refer the dispute in writing to the appropriate conciliation/mediation service.

**SIGNED ON BEHALF OF AGT LIMITED:**

S. Robinson  
**VICE-PRESIDENT HUMAN RESOURCES**

M. Podovilnikoff  
**HUMAN RESOURCES DIRECTOR - EMPLOYEE RELATIONS**

J.M. Cragg  
**EMPLOYEE RELATIONS MANAGER**

**And** the Management Negotiating Committee:

L. Clark	K. Sinclair
G. Dixon	L. Topp
D. Gilbert	

**SIGNED ON BEHALF OF LOCAL 348,  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS:**

Jim Ewing  
**PRESIDENT**

T. Panelli  
**BUSINESS MANAGER**

**And** the Craft Negotiating Committee:

A. Carlson	M. Semeniuk
D. Froehler	M. Shiels
R. Homan	J. Skraba
R. Jordan	B. Thomas



**LETTER OF UNDERSTANDING  
BETWEEN  
AGT LIMITED  
AND  
LOCAL 348  
THE INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS**

**LETTERS OF UNDERSTANDING/LETTERS OF INTENT**

**It is agreed by the Parties that all Letters of Understanding/Letters of Intent, that are issued as a result of Craft Negotiations will remain in effect for the duration of this Agreement**

**AGT LIMITED  
MANAGEMENT NEGOTIATING  
COMMITTEE**

**SIGNED BY :  
MICK PODOVILNIKOFF**

**LOCAL UNION 348  
THE INTERNATIONAL  
BROTHERHOOD OF  
ELECTRICAL WORKERS**

**SIGNED BY  
TOM PANELLI**

**December 18, 1991**

LETTER OF UNDERSTANDING  
BETWEEN  
AGT LIMITED  
AND  
LOCAL 348  
THE INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS  
BARGAINING UNIT WORK

In an effort to retain work within the Craft bargaining unit which would otherwise be contracted out, the Company agrees to meet with the Union as opportunities arise to discuss and identify ways of achieving this objective.

AGT LIMITED  
MANAGEMENT NEGOTIATING  
COMMITTEE

SIGNED BY :  
MICK PODOVILNIKOFF

LOCAL UNION 348  
THE INTERNATIONAL  
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TOM PANELLI

December 17, 1991

LETTER OF UNDERSTANDING

BETWEEN

AGT LIMITED

AND

LOCAL 348

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

**EMPLOYEE INITIATED TRANSFER REQUESTS**

(Within or Outside of Headquarters)

All transfer requests will be sent to the Chairman of the System Company and Union Consultative Committee, the VP Human Resources. A subcommittee of the System Company and Union Consultative Committee will review employee initiated transfer requests on the basis of:

compassionate reasons,

medical reasons, or

isolation reasons.

Subject to mutual agreement between the Management and Union Representatives on the subcommittee, an employee who has requested a transfer for any of the above reasons may be placed in a vacancy without the vacancy being posted. Any expenses incurred as a result of the transfer will be paid by AGT Limited subject to the provisions of Appendix A of the Craft Collective Agreement.

If an employee's transfer request cannot be accommodated, the employee will be informed in writing by the CUCC Chairman.

AGT LIMITED  
MANAGEMENT NEGOTIATING  
COMMITTEE

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LOCAL UNION 348  
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TOM PANELLI

December 17, 1991

LETTER OF UNDERSTANDING

BETWEEN

AGT LIMITED

AND

LOCAL 348

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

COMPANY INITIATED TRANSFERS FOR THE PURPOSE OF STAFF  
REBALANCING

The Union shall be notified of all surplus positions, by functional job classification and headquarters area. When surplus staff are identified, they may be dealt with by transfers to locations where they are required. **No** transfers will take place if the transfer would result in back-filling of the position. Transfers shall not result in promotion.

**As** vacancies occur they will **be** filled in the following order of preference:

(Note: The following reference table "Order of Preference to Fill Vacancies" illustrates the criteria for consideration in each step.)

1. By canvassing for volunteers within all identified surplus positions

2.

3.

The senior volunteer shall be selected provided he has the ability and qualifications to perform the job he is being transferred to.

4. Where the position has not been filled by the steps above, the vacancy will be filled by considering employees within all identified surplus positions

- within all headquarters; and
- within the same functional job classification the vacancy is in.

The junior employee will be transferred provided he has the ability and qualifications to perform the job he is being transferred to.

This letter shall remain in effect for the duration of the Collective Agreement or shall be terminated when final agreement is reached on the recommendation of the Posting, Selection, Development and Placement committee.

AGT LIMITED  
MANAGEMENT NEGOTIATING  
COMMITTEE

SIGNED BY :  
MICK PODOVILNIKOFF

**LOCAL UNION 348**  
**THE INTERNATIONAL**  
**BROTHERHOOD OF**  
**ELECTRICAL WORKERS**

SIGNED BY:  
TOM PANELLI

January 28, 1992

## REFERENCE TABLE

### ORDER OF PREFERENCE TO FILL VACANCIES

	Canvass for positions	vacancy is in	All Headquarters	Same Functional Job Classification the vacancy is in	All Functional Job Classifications	Senior volunteer with ability and qualification to perform in vacancy	Junior Employee with qualifications and ability is transferred
1.	X	X		X		X	
2.	X		X	X		X	
3.	X		X		X	X	
4.			X	X			X

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**AGT LIMITED**  
**AND**  
**LOCAL 348**  
**THE INTERNATIONAL BROTHERHOOD**  
**OF ELECTRICAL WORKERS**

**POSTING, SELECTION, DEVELOPMENT AND PLACEMENT**

**For** the duration of **the Agreement**, the Employer **agrees**, Clause 22.01 notwithstanding, to post **all** regular Craft bargaining unit vacancies not filled **by**:

1. Compassionate or **medical** transfers;
2. Surplus employees processed in accordance with the Letter of Understanding: Company Initiated **Transfers For Purpose** of **Staff** Rebalancing;
3. **Lateral** moves **within** a functional job classification in a headquarters area.

**The Parties agree to continue with the joint committee which was established to address the concerns identified in regards to:**

1. Job posting **process with** the emphasis placed on the selection process.
2. Surplus employee identification **and** placement process.
3. Redeployment of skilled employees.
4. Relocation process and **allowances**.
5. Employee training and development.
6. Other **issues** related to employee selection, placement, movement, and development **as** the committee deems appropriate to **address**.

Should the Parties agree to implement any committee recommendations, memorandums shall be drafted in compliance with Clause 4.06 of the Craft Agreement.

AGT LIMITED  
MANAGEMENT NEGOTIATING  
COMMITTEE

SIGNED BY :  
MICK PODOVILNIKOFF

LOCAL UNION 348  
THE INTERNATIONAL  
BROTHERHOOD OF  
ELECTRICAL WORKERS

SIGNED BY:  
TOM PANELLI

January 30, 1992



LETTER OF UNDERSTANDING  
BETWEEN  
AGT LIMITED  
AND  
LOCAL 348  
THE INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS  
TOLL CONCESSION

Effective three (3) months after the date of ratification, AGT Limited is prepared to amend its policy regarding concessions for Craft employees by maintaining the concession that provides Craft employees with up to \$14.00 per month of free long distance calling (non-cumulative).

AGT LIMITED  
MANAGEMENT NEGOTIATING  
COMMITTEE

LOCAL UNION 348  
THE INTERNATIONAL  
BROTHERHOOD OF  
ELECTRICAL WORKERS

SIGNED BY :  
MICK PODOVILNIKOFF

SIGNED BY:  
TOM PANELLI

LETTER OF UNDERSTANDING  
AGT LIMITED  
AND  
LOCAL 348  
~~THE~~ INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS  
ELECTRICAL PERMITS

*An employee having a Master Electrician's Certificate who is authorized and agrees to obtain electrical permits on behalf of the Employer shall receive a payment of sixty-five dollars (\$65.00) per pay period.*

AGT LIMITED  
MANAGEMENT NEGOTIATING  
COMMITTEE

LOCAL UNION 348  
THE INTERNATIONAL  
BROTHERHOOD OF  
ELECTRICAL WORKERS

SIGNED BY :  
MICK PODOVILNIKOFF

SIGNED B Y  
TOM PANELLI

LETTER OF UNDERSTANDING  
BETWEEN  
AGT LIMITED  
AND  
LOCAL 348  
THE INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS  
CLASSIFICATIONS

The Parties agree to establish a committee comprised of up to four (4) members appointed by the Union and up to four (4) members appointed by the Company. The committee shall be co-chaired by the Director Employee Relations • Human Resources and the Business Manager IBEW, Local 348. **Costs** incurred by employee members will be covered by the Company.

placement of personnel congruent with the needs created by the changing telecommunications business.

2

AGT LIMITED  
MANAGEMENT NEGOTIATING  
COMMITTEE

SIGNED BY :  
MICK PODOVILNIKOFF

LOCAL UNION 348  
THE INTERNATIONAL  
BROTHERHOOD OF  
ELECTRICAL WORKERS

SIGNED BY:  
TOM PANELLI

January 15, 1992

LETTER OF UNDERSTANDING  
BETWEEN  
ACT LIMITED  
AND  
LOCAL 348  
THE INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS

**ATI**

The Parties agree to initiate a meeting, within three (3) months of the date of ratification, of two (2) members representing the Union, two (2) members representing the Company and two (2) members representing ATI. Union representation will include the Business Manager IBEW, Local 348 and Company representation will include the Director Employee Relations • Human Resources. Costs incurred by the employee members will be covered by the Company.

The meeting will be to discuss issues and concerns related to the provisions for ATI assignments.

Should the Parties agree to any changes to the collective agreement as a result of the meeting, memorandums shall be drafted in compliance with Clause 4.06 of the Craft Agreement.

AGT LIMITED  
MANAGEMENT **NEGOTIATING**  
**COMMITTEE**

SIGNED BY :  
MICK PODOVILNIKOFF

LOCAL UNION 348  
**THE INTERNATIONAL**  
**BROTHERHOOD OF**  
**ELECTRICAL WORKERS**

SIGNED BY:  
TOM PANELLI

December 18, 1991

LETTER OF UNDERSTANDING  
AGT LIMITED  
AND  
LOCAL 348  
THE INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS  
COMPRESSED WORK WEEK

Notwithstanding the provisions of clause 34.01(c) and (d), all employees shall be eligible to work compressed work weeks within headquarters in accordance with Article 34 subject to the following:

1. Participation shall be voluntary.
2. Mutual agreement must be reached by the employee, Management and the Union.
3. Employees shall not be intimidated by Management, coerced by Management, or involuntarily transferred for electing not to work a compressed work week.
4. Compressed work week assignments shall be a minimum of one weeks duration.
5. Compressed work week hours for employees working within headquarters shall be any four (4) consecutive days per calender week Monday to Saturday inclusive.
6. Employees who have volunteered to work a compressed work week must provide seven days notice if they wish to discontinue the compressed work week.
7. This letter of understanding may be terminated by either party by providing thirty days written notice.
8. This letter of understanding may be terminated for a supervisory group or department by providing fifteen days written notice to the supervisor or director.

358  
1

9. Scheduling and notice periods shall apply per the terms of the collective agreement.

AGT LIMITED  
MANAGEMENT NEGOTIATING  
COMMITTEE

SIGNED BY :  
MICK PODOVILNIKOFF

LOCAL UNION 348  
THE INTERNATIONAL  
BROTHERHOOD OF  
ELECTRICAL WORKERS

SIGNED BY  
TOM PANELLI

January 16, 1992

APPENDIX A • RELOCATION POLICY

Supplementary Appendix to, and not Constituting a ~~Part~~ of the **Craft** and Services ~~Employees~~ Agreement

When the Company approves an employee relocation from one headquarters to another and a move of residence is required, the costs associated with the move are to be borne by the Company and will be governed by the terms of the applicable sections of the Company's relocation policy dated June **11, 1990**. All eligible expenses must be authorized by the Company.

The Company relocation policy shall apply equally to Regular Full-Time, Regular Part-Time and Casual employees.

Notwithstanding the reference in the Company relocation policy to a minimum forty **(40)** kilometer move, an approved relocation from one headquarters to another headquarters will **be** considered eligible for a move based on the following definition of headquarters:

Headquarters for the purpose of this Appendix will be the metropolitan areas as follows:

City of Edmonton:            City limits & to include Sherwood Park, St. Albert & Nampa

All other Cities and Towns:            City or Town limits

88K  
1

**@APPENDIX B - COMPANY AND UNION CONSULTATIVE - SYSTEM COMMITTEE - DISTRICT COMMITTEE**

Supplementary Appendix to, and Not Constituting a Part of the Craft and Services Employees Agreement.

**1. COMPANY AND UNION CONSULTATIVE - SYSTEM COMMITTEE - DISTRICT COMMITTEE**

A. The purpose of the committees is as follows:

**SYSTEM COMMITTEE**

Jointly consider matters arising out of the system-wide interpretation and application of Employee Relations practices and agreements or matters that may be necessary as referred from the District Committee(s).

**DISTRICT COMMITTEE**

To provide for a continuing dialogue between Labour and Management at the local level. Where necessary, unresolved items may be referred to the System Committee.

The Human Resources Employee Relations staff will be responsible for the overall administration and coordination of both the System and the District Company Union Consultative Committees.

**B. OBJECTIVES**

The Committees recognize that:

1. Clear avenues of communication and contact will enhance a better working system and tend to stimulate production while improving the relationship between employee, Employer and the Community.
2. The relationship and best interest of the general public, the Union and the Company will be served by the development of practices and methods which are designed to:
  - a) Improve safe and productive work standards.
  - b) Develop clear avenues of communications and contact.
  - c) Improve the quality of service.
  - d) Develop employee training and qualification.
  - e) Resolve disagreements which may obstruct directly or indirectly the development of the industry and its employees.
  - f) Clarify matters involving wages, hours of work and such matters which may come within the scope of the Collective Agreement.



- g) **Look** at problems affecting quality production, welfare and morale, employer communications and understanding, improved housekeeping and equipment conservation, etc.

**C. MEMBERSHIP**

**SYSTEM COMMITTEE**

Company: **(5 members)**

Chairman: Assistant Vice-President, **Human Resources**

Corporate Manager, Employee Relations

Assistant Vice-Presidents, Directors, General Managers **or any** Management person **as may be** required.

Union: **(5 Members)**,

Business Manager and designates of the Business Manager.

Employee Committee members travel, meals, and accommodation expense shall be paid by the Union.

**DISTRICT COMMITTEES**

Company:

Chairman: Regional Manager **or** District Manager **or** Corporate Manager **or** General Sales **and** Services Manager.

Three (3) Managers **as** assigned

Union:

**Four (4)** employees representing labour as appointed by the Business Manager.

District Committees shall be organized at the following locations:

**Calgary, Lethbridge, Red Deer, Medicine Hat, Edmonton, Vegreville and Grande Prairie.**

Method of transportation, if necessary, shall be determined and approved by Management

**D. DUTIES OF THE SYSTEM COMMITTEE**

1. Consider matters submitted **to** the Committee for clarification or **action** by:
  - a) **Union** Executives
  - b) Assistant Vice-President, General Manager, **or** Director.

2. Consider alternates to hours of work presently covered in the Collective Agreement, providing that the production and operational needs of each department are met and consistent with the Company objectives to maintain and improve customer service.
3. Consider matters arising out of technological changes as they pertain to the retraining or reclassification of employees that may be affected thereby.
4. In a case where a problem needs a special knowledge not possessed by any of the Committee members then they are empowered to introduce a person with such knowledge, for the period of the discussion of such problems only, by mutual agreement of the parties.

**E. DUTIES OF THE DISTRICT COMMITTEE(S)**

1. The scope of the Committees shall embrace all problems affecting:
  - a) Quality production.
  - b) Pride of workmanship.
  - c) Improving employee - Employer communications and understanding.
  - d) Welfare and morale.
  - e) Safety - all aspects of employee, departmental and systems safety.
  - f) Encouragement of employee work-improvement suggestions.
  - g) Improved housekeeping and equipment conservation.
2. For clarification purposes only, matters involving wages, hours of work and such matters as may come within the scope of the Collective Agreement between parties may be discussed. Committee recommendations, requests for clarifications or action are to be submitted in writing by the Committee Chairman to the Department Head concerned for decision.
3. In a case where a problem needs a special knowledge not possessed by any of the Committee members, then they are empowered to introduce a person with such knowledge, for the period of the discussion of such problems only, by mutual agreement of the Parties.

**F. MEETINGS**

Meetings shall be held:

- a) System - regularly every three (3) months or less as agreed to by both Parties.
- b) District - regularly during the third (3rd) week of each month. Day and time to be designated by the local Committee.

Time, date and location of meetings will be jointly agreed to by both Parties.

Cost for the formation and operations of the Committees shall be borne by the Company. Employee Committee members shall be allowed time off with pay including reasonable travelling time, subject to Management approval to attend such meetings.

**G. MINUTES**

Minutes shall be taken in all cases with the System Committee minutes signed by the representative of the Corporate Management Committee and the Union Business Manager.

District Committee minutes are to be signed by the respective chairman and a Union representative.

Sufficient copies are to be prepared by Management to meet the requirements of both Parties.

**APPENDIX C - CONTRACTING OUT**

**Supplementary Appendix to, and Not constituting a Part of the Craft and Services Employees' Agreement.**

**The Company agrees to have AGT Limited work performed by employees, although at times it may be necessary to have a variety of work performed by outside contractors.**

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