

COLLECTIVE AGREEMENT

BETWEEN

COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA

(CEP)

AND

BELL CANADA

OPERATOR SERVICES AND  
DINING SERVICE EMPLOYEES

EFFECTIVE JANUARY 5, 1994

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**COLLECTIVE AGREEMENT**

THIS AGREEMENT is made in duplicate this **5th** day of January **1994**.

BETWEEN:

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, the duly certified bargaining agent, hereinafter referred to as the "Union",

OF THE FIRST PART;

and

BELL CANADA, hereinafter called the "Company",

OF THE SECOND PART.

## WORKPLACE REORGANIZATION

The CEP and Bell Canada face an unprecedented period of future change in markets, competition, technology, and employee values and expectations. Past success is no guarantee for this future and the organization and its workplace must change accordingly. There are substantial strengths within the Company and the Union which can be built on successfully. As the parties jointly face the challenges of the future, they share the following values:

- customer-focus;
- the overriding value of people as a resource;
- quality and continuous improvement;
- a continuous learning environment;
- union-management partnership;
- employee diversity;
- positive human interactions.

The overall goals of the organization are world-class communications products and services, employment security, and local initiative and self-direction based on principles and constructive joint relationships rather than rules or restrictive practices.

The parties agree to a continuing objective of simplifying the contract and the creation of more flexible collective agreements. The parties agree to meet periodically to discuss the need for any modifications based on current needs to the collective agreements or to consider and develop new approaches for inclusion during bargaining for renewal of the collective agreements. In addition, the Company and the Union jointly accept the proposition that this evolutionary process is a key element in building trust.

The parties agree that it is in the best interests of the Company, unionized employees, customers, and shareholders for Bell Canada to evolve its organization to one which is more participative, team-based, customer-focused, competitive, quality-driven and process-oriented. Such an organization is based on joint and participative workplace teams, jointly authorized by the parties, which share common goals, values and priorities; which are well-trained, well-informed, flexible, versatile, and are provided with the necessary resources.

To oversee the progress of change in Bell Canada, the parties agree to the establishment of a Corporate Steering Committee and two (2) Provincial Working Committees. Operating by consensus, senior executive officers from the Company and the Union will work together on these joint committees thereby ensuring the commitment of both parties to moving forward on workplace reorganization, consistent with the approach reflected by the general recommendations and strategies contained in the Report of the CEP/Bell Canada Task Force on Workplace Reorganization dated August 23rd, 1993. The Corporate Steering Committee will ensure that assessments of progress made in each province are conducted as appropriate. The Committee will first meet within three (3) months following the signing of the Collective Agreement.

The parties recognize that stable, continuous employment is a mutual interest and goal and jointly agree to utilize every practicable means to assure it within the constraints of competitive, economic, and regulatory realities. Fundamental to achieving progress on workplace reorganization is the commitment of the parties that employee participation in such activities is voluntary and will not cause loss of employment, status, or benefits.



Should the Company decide to proceed with a sale of business involving work which falls within the scope of the collective agreement, the Company ~~agrees~~ to initiate discussions, at the Corporate Steering ~~Committee~~ level, to establish a transition process with the aim of limiting, as much as possible, the impact of the sale on transferred employees and the Company's operations. It is agreed that the Company will not be opposed to any application for certification involving ~~CEP~~ members transferred as a result of the sale. of business, subject to applicable legislation.

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

**1.01** The purpose of this Agreement is:

(a) To establish rates of pay, hours of work and other working conditions for employees of the ~~Company's~~ Operator Services Department and Dining Service in ~~the~~ occupations listed in Appendix A.

(b) To establish a ~~procedure for final settlement~~ of differences concerning ~~the interpretation, application,~~ administration or alleged violation of ~~any provisions of this~~ Agreement without stoppage of work.

**1.02** The Company ~~recognizes~~ the Union as the sole collective bargaining ~~agent~~ of all the employees of the Company's Operator ~~Services~~ Department and Dining Service within the definition of the word "Employee" in section ~~9.01~~.

**1.03** The occupations listed in ~~Appendix A~~ are ~~recognized~~ as coming within the jurisdiction of the ~~Union~~, and employees in these occupations are covered by this Agreement.

**1.04** Notwithstanding the foregoing, management may perform work within the jurisdiction of the Union for the purposes of experimentation, training activities, or in unforeseen contingencies.

**1.05** In Operator Services offices of less than 20 bargaining unit employees, except when such offices are part of a multi-office system (such as TOPS) the Section Manager - Operator Services and one Manager-Operator Services may perform work within the jurisdiction of the Union. At no time, however, should there be more than one person representing management performing such work. The monthly seniority lists referred to in subsection 10.03 (a) shall determine office size for purposes of this provision.

## ARTICLE 2 - DISCRIMINATION

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

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**2.02** The Company and the Union agree that they will not threaten, intimidate or unlawfully discriminate against an employee for reasons of that employee's pregnancy, age, marital status, disability, sex, sexual orientation, race, creed, colour, national origin, political affiliation with a legitimate political party or for exercising any rights under this Collective Agreement.

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**2.03** The Company and the Union are committed to working together to ensure a workplace which is free from harassment. The parties further agree that no employee should be subjected to racial or sexual harassment or shall be required to tolerate being subjected to such harassment while at work.

**2.04** Reference throughout this Agreement is made to female employees; nevertheless, it is **expressly** understood, that the terms of this Agreement apply to **both** male and female employees.

### ARTICLE 3 - DEDUCTIONS

#### Union Dues

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**3.01** Subject to the provisions of this Article, the Company ~~will~~ deduct an amount equivalent to the regular union dues from the pay of all employees in the bargaining unit. All present employees shall pay union dues and all employees hired or transferred into the bargaining unit shall pay union dues within **30** days of their hiring or transfer, as a condition of employment.

**3.02** The Company agrees that regular dues deductions will be made in each pay period.

**3.03** As soon as possible after the end of each month, the Company will remit to the Secretary-Treasurer of the Communications, Energy and Paperworkers Union of Canada, by ~~che ue~~, the amount so deducted. In addition, the Company ~~w~~ I provide a list, where possible by Local, showing the amount deducted from each employee. It is the responsibility of the Union to notify the Company, on a form **approved** by the Company, of the Local to which each **employee** pays dues.

**3.04** The amount of regular monthly union dues shall be such amount as ~~may~~ from time to time be certified to the Company, for each **Local**, by the Secretary-Treasurer of the National Union.

**3.05** Regular monthly union dues means the dues established by each Local as the union dues payable and shall not include any other amount such as initiation fee, insurance premium or special levy.

#### **Humanity Fund**

**3.06** (a) The Company will deduct on behalf of all employees in the bargaining unit, an amount from their pay equivalent to one cent per regular hour worked for the purposes of the Humanity Fund. Where an employee objects to the above-mentioned deduction, and the Company is informed of such in accordance with the provisions of section 3.07, this amount shall not be deducted.

(b) This deduction from pay will be processed on a monthly basis and will be remitted to the account of the registered charitable organization designated as the CEP Humanity Fund, as soon as possible after the end of each month.

**3.07** Where an employee objects to the above-mentioned deduction, she shall notify in writing the Regional Vice-President of the CEP. The Union shall then inform in writing the Director of Industrial Relations, of the name, occupation and work location of the employee who objects to the above-mentioned deduction for the purposes of the Humanity Fund. The Union recognizes its full responsibility in that respect.

## General

**3.08** The Company will cease making such deductions when an employee is assigned to a position not covered by this Agreement with the exception of employees who are assigned to an acting or temporary management position.

**3.09** When an employee does not have sufficient earnings in respect to any pay period to permit deductions, the Company shall not be obligated to make such deductions from subsequent earnings.

**3.10** It is understood and agreed that the Union will save the Company harmless from any and all claims which may be made against it by any employee, or on behalf of any employee, or employees, for amounts deducted from wages as provided in this Article.

**3.11** The Company will also provide monthly a list of the names, by classification, of all employees added or removed from the bargaining unit. This list would include changes of name and leaves of absence of more than one month.

**3.12** The Company agrees that, when supplying a copy of the Collective Agreement to a new employee in the induction period, it will provide the names of the Union Representatives in the office to which the employee is assigned.

## ARTICLE 4 - UNION REPRESENTATION

**4.01** The Union must without delay transmit in writing the names of all its Stewards, Chief Stewards, Local Officers and Substitute Stewards who must be employees

as defined in section 9.01. Subsequent amendments to these lists of representatives must also be transmitted in a similar manner by the Union to the Company. The Company is not obligated to recognize a representative whose name was not submitted as described above. The number of Stewards per office shall be determined by the size of the office on the basis of one Steward per 25 employees or portion thereof not including the President or Vice-President, Treasurer and Secretary of the Local. Substitute Stewards will be limited to one per office.

**4.02** (a) A Steward may represent all employees working in the same Operator Services Office or Dining Service Establishment as she does; but where for an employee's tour of duty there is no Steward present in the Office or Establishment of that employee, she may be represented by the Substitute Steward for that Office. Where neither the Steward nor the Substitute Steward is present, the employee may be represented by another Steward whose job location is at the same civic address as the employees.

(b) Where employees of an Office or Establishment have not named a Steward, a Chief Steward who represents them in the performance of her functions under this Agreement may act as a Steward.

(c) Chief Stewards and Local Officers may, in addition to their normal duties under this Agreement handle grievances at Step 3 and at arbitration for employees in the Craft and Services Bargaining Unit represented by the Union who are in their Local.

**4.03** Before changing the status of any Local Officer, Chief Steward, or Steward, who is to continue in the Company's employ, thus rendering her' ineligible to

represent her voting unit, such Local Officer, Chief Steward or Steward shall be allowed reasonable time to hand over her duties to her successor.

**4.04** If a National Representative of the Union wishes to speak to one of the Union Representatives concerning a grievance or other business of the Union while the said Union Representative is on duty, she will seek the permission of the appropriate District Level Manager! or the Manager's designate, to meet with the Representative. This permission will not be unreasonably refused.

**4.05** The Company shall grant a leave of absence of <sup>3, 6, 3, 5</sup> between three months and one year, without pay, to an <sup>3</sup> employee requesting such leave to assume full-time employment with the Union.

**4.06** (a) Such leave of absence shall be renewed by the Company at the request of the Union.

(b) An employee on such a leave of absence shall continue to accumulate net credited service to a maximum of three years.

**4.07** Leaves of absence without pay of up to two weeks' <sup>6, 3, 5</sup> duration shall be granted to employees, at the request of the Union, subject to the following conditions: <sup>3</sup>

(a) the total of such leaves in a calendar year shall not exceed 200 weeks;

(b) the granting of such leaves shall be subject to service requirements;

(c) the leave of absence shall not be used for the solicitation of members for the purpose of certification;

(d) a written request for such leave must be submitted to the Company at least two weeks prior to the commencement of the leave, and a copy forwarded to the Director of Industrial Relations (CEP);

(e) leave to attend the National Convention of the Union or meetings of the Ontario and Quebec districts shall not be subject to service requirements, but in this case the request must be made in writing at least 30 days before the start of such leave.

**4.08** The Company will pay an employee who is on leave of absence pursuant to section 4.07 on behalf of the Union, at her basic rate of pay, for the duration of the leave of absence. Any amount so paid by the Company will be billed to the National Union monthly and the Union shall remit that amount to the Company within 30 days of receipt of the bill.

**4.09** The Company agrees to co-operate with the Union in ensuring that Union Representatives may fulfill their responsibilities as such without fear that their relationships with the Company, as employees, will be adversely affected in any way provided that such responsibilities are carried out in good faith and in conformity with the provisions of this Agreement.

#### **ARTICLE 5 - TIME ALLOWANCE**

**5.01** (a) An employee having a grievance or a potential grievance may confer with her Union Steward or with Management during her scheduled working hours, and



(b) Union Stewards, Chief Stewards or Local Officers may handle grievances, or attend meetings with the Company, during their scheduled working hours, without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof provided, however, that each employee, Union Steward, Chief Steward or Local Officer must arrange with her immediate supervisor, subject to service requirements, for all time off the job required for the above purposes.

(c) Any grievance related activities other than those referred to in this section are to be considered as other union business and the provisions of section 5.03 shall apply.

**5.02** An authorized Bargaining Representative of the Union may have time off for purposes of bargaining without deduction of the time worked for the Company, and without deduction of wages in respect thereof, provided that such time is actually devoted to collective bargaining, but only until the expiry date of the Collective Agreement, or the date that conciliation assistance is requested, whichever is later. All time off required after the expiry date of the Collective Agreement or the date that conciliation is requested will be without pay and subsection 5.03 (d) shall apply.

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**5.03** (a) A Union Steward may attend, up to a maximum of five working days for each absence, to other business of the Union without deduction of the time so occupied in the computation of time worked for the Company, provided that it is the business of the bargaining unit covered by this Agreement.

(b) Chief Stewards or Local Officers may attend, up to a maximum of five working days for each absence, to other business of the Union without deduction of the time so occupied in the computation of time worked for the Company, provided it is the business of the bargaining unit covered by this Agreement or of the Craft and Services bargaining unit represented by the Union.

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

(d) The Company will pay the Union Steward, Chief Steward or Local Officer, on behalf of the Union, at her basic rate of pay for all time off to attend to other business of the Union. Any amount so paid by the Company will be billed to the National Union monthly with an accompanying statement of account and the Union shall remit that amount to the Company within 30 days of receipt of the bill.

**5.04** (a) Time off pursuant to this Article shall be granted only following a formal request to Management, on a form supplied by the Company. Such request shall contain the reason the time off is required, the name of the grievor requesting the meeting and the name of the grievor's supervisor (if appropriate), a telephone number where the person requesting the time off can be reached and the estimated duration of the time off the job requested. Such request will not unreasonably be denied, but it is recognized that service requirements make it impractical at times to grant the request; in such cases, the Union Steward, Chief Steward or Local Officer requesting the time off may be replaced by the nearest available Union Steward, Chief Steward or Local Officer from amongst those designated by the Union as a replacement.

(b) Notwithstanding any provision of this Agreement, a Steward, Chief Steward or Local Officer may, on providing management with reasonable notice, have her tour of duty changed to make it coincident with a grievance meeting, pursuant to Article 14, that she is required to attend.

(c) Where a portion of an employee's scheduled vacation falls at the same time as a National Convention or the Bargaining Caucus of the Union to which she is elected to attend, that portion of the employee's vacation may be rescheduled for an available time on the vacation schedule.

**5.05** (a) It is understood that Union Representatives have work to perform for the Company and any time spent on Union matters during working hours will be devoted only to Union business as provided for in this Agreement. In keeping with that understanding it is also agreed that Union Representatives have a legal obligation to provide proper representation, and time off for Union business will not unreasonably be withheld. Both the Union and the Company agree that the granting and use of time off the job will not be abused.

(b) The Director of Industrial Relations (CEP) and the appropriate Directors - Industrial Relations (CEP) will meet, quarterly if required, with the President and Vice-Presidents of the Union to review alleged abuses regarding the granting or use of time off the job notwithstanding that a matter to be reviewed is, or may be, the subject of a grievance.

**5.06** One representative of each of the 37 Locals may attend the Bargaining Caucus of the Union without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction

of wages in respect thereof, to a maximum of five days; provided, however, that the Company is given the names of the delegates two weeks prior to the meeting.

#### **ARTICLE 6 - EXPENSES**

**6.01** Each party shall bear the expenses incurred by its own Representatives in attending meetings and proceedings contemplated by this Agreement, and all joint expenses incurred in respect of such meetings and proceedings shall be borne by the parties in equal shares.

#### **ARTICLE 7 - STRIKES AND LOCKOUTS**

**7.01** During the term of this Agreement, there will be no strikes, work slowdowns, walkouts or lockouts.

#### **ARTICLE 8 - MANAGEMENT RIGHTS**

**8.01** The Company has the exclusive right and power to manage its operations in all respects and in accordance with its commitments and responsibilities to the public, to conduct its business efficiently and to direct the working forces and, without limiting the generality of the foregoing, it has the exclusive right and power to hire, promote, transfer, demote or lay off employees, and to suspend, dismiss or otherwise discipline employees. The Company agrees that any exercise of these rights and powers shall not contravene the provisions of this Agreement.

#### **ARTICLE 9 - DEFINITIONS**

**9.01** For the purpose of this Agreement,

(a) "Employee" means a person employed in the Operator Services Department or Dining Service of Bell Canada in any of the occupations listed in Appendix A but does not include a person who

- (1) is employed in a confidential capacity in matters relating to industrial relations, or
- (2) exercises management functions, or
- (3) is employed in an office operated by a third party under contract with the Company and known as an Agency office.

(b) "Regular Employee" (Full-Time or Part-Time) means an employee whose employment is expected to continue for longer than one year although such employment may be terminated by action on the part of the Company or the employee.

(c) "Regular Term Employee" (Full-Time or Part-Time) means an employee engaged for a specific project or limited period, with the definite understanding that her employment may terminate upon completion of the project or at the end of the period, and whose employment is expected to continue for more than one year. Details of the engagement shall be provided to the employee in writing at the time of engagement. Such employee shall be reclassified as regular in the event that employment exceeds the time of the engagement.

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(d) "Temporary Employee" (Full-Time or Part-Time) means an employee engaged for a specific project or limited period, with the definite understanding that her employment is to terminate upon completion of the project or at the end of the period, and whose

employment is expected to continue for not more than one year. Such employee shall be reclassified as Regular in the event her period of employment, from the date of last **engagement**, exceeds one year. If a **Temporary** employee who has worked a continuous period of more than six months is rehired within six months of the termination of such period of employment, computation of the one year period for eligibility for reclassification shall include the previous period of continuous employment.

(e) "Basic Hours of Work" means the basic hours of work per day and basic days of work per week, as established in Article 18 for full-time employees.

(f) "Basic Rate of Pay" means the specified amount of money per week, excluding daily differentials and premium payments, which is paid to a full-time employee for working the basic hours of work.

(g) Job Differential

- (1) on a **weekly** basis - is the amount of money by which the basic rate of pay of: Operator Services Office jobs exceeds that of Operator; Operator Services Matron Class II and III exceeds that of Operator Services Matron Class I; Senior Cook and Senior Dining Service Attendant exceeds that of Cook and Dining Service Attendant respectively.
- (2) on other than a weekly basis - is the amount of money, in addition to her basic rate **of pay**, that is **paid** to an employee to compensate for performance of certain job functions as provided in Article 23.

(h) "Net Credited Service" as used in this Agreement shall mean the current period of continuous employment with the Company, to ether with any other employment to the extent bridge8, less all deductible periods of absence. The Company agrees that existing rules for determining net credited service will not be changed during the life of this Agreement in a manner that will diminish the net credited service of an employee.

(i) "Overtime" means the time worked by an employee in addition to the basic hours of work as provided in Article 18.

(j) "Pay Period" means a period of two weeks commencing on a designated Sunday and terminating on the second subsequent Saturday.

(k) Probationary Period shall mean:

- (1) in the case of a full-time employee, the first 90 days of net credited service;
- (2) in the case of a part-time employee, the earlier of the first 65 days on which the employee is performing work or the first 180 days of net credited service;
- (3) notwithstanding Article 13, the Company retains the right to terminate, during the probationary period, the employment of an employee who is found by the Company to be unsuitable. Such a termination shall be subject to the grievance and arbitration procedures set forth herein.

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The Company agrees to give the employee and her Steward a copy of the notice of termination which shall contain the reasons why, in the opinion of the Company, the employee is found to be unsuitable.

(l) "Session" means one-half the duration of a continuous tour, or that part of a non-continuous tour which is unbroken by a meal period or longer interval. A session, however, may include a relief period.

(m) "Tour" means the scheduled period of work for an employee on any working day, including relief periods but excluding the meal period.

(n) "System" means offices which are part of a multi-office system such as TOPS.

## ARTICLE 10 - SENIORITY

### General

**10.01** Seniority shall govern in matters affecting employees' working conditions to the extent provided for in this Agreement. The net credited service date as shown on Company records and as posted on seniority lists establishes an employee's seniority.

**10.02** If two or more employees have the same net credited service, the one whose surname appears first alphabetically shall be deemed to have the most seniority.



## Seniority Lists

### Seniority Lists by Office or Establishment

**10.03** (a) An updated seniority list for each Operator Services office and Dining Service establishment shall be posted by the fifteenth day of each month. The seniority list will show the surname and first name, as shown on Company records, the appointment date where applicable and the net credited service date for each employee.

(b) An employee may apply for correction of an error on a list at any time.

**10.04** The Company agrees to supply a copy of each seniority list, and corrections thereto, as well as a list of the names, by classification, of all employees added to or removed from the bargaining unit, to the local Union Representative and to the local Union office. In addition, a list of organization codes of Tier D managers of employees will be given to each local Union office and updated as required.

### Seniority Lists by System

**10.05** The Company agrees to supply quarterly a copy of a seniority list by system to the local Union office. Such a seniority list will show the surname and first name, net credited service date, classification, occupation and work location for each employee.

### Scheduling of Tours

#### Operator Services Department

**10.06** (a) Seniority shall apply for the purpose of choosing the scheduled tour of duty for Operators.

(b) Where tours are chosen for the duration of the schedule, tourselection shall apply within an office by employee classification in the following order: first the Regular (Full-Time) employees, then the Regular (Part-Time) employees, then the Temporary (Full-Time) employees, then the Temporary (Part-Time) employees.

(c) Where an arrangement of rotation of tours exists for any occupation within an office, the starting point in the rotation plan shall be chosen within that office,

(i) in the case of Operators, by seniority, and

(ii) in the case of employees in other occupations, by appointment date.

(d) Choice of tours for occupations other than Operator shall be determined on the basis of appointment date rather than by seniority. "Appointment date" shall mean, for the purposes of this section, all time, as shown on Company records, in a higher paid occupation than Operator.

(e) Notwithstanding subsections 10.06 (a), (b) and (d), a grievor may, on providing management with reasonable notice, have her tour of duty changed to make it coincident with a Step III meeting, pursuant to Article 14, that she is required to attend.

#### **Dining Service**

**10.07** Work schedules for Dining Service employees shall be established by occupation within an establishment. Choice of tour within each occupation shall be by seniority and by classification of employees in the following order: first, the Regular Full-Time employees,

then the **Regular** Part-Time employees, then the Temporary Full-Time employees, then the Temporary Part-Time employees.

### Promotions

#### Operator Services

**10.08** (a) Where there is a job opening in an Operator Services office, in a higher paid occupation than Operator other than Service Assistant or Clerk working in an office providing operator services, advice of such opening, including the required qualifications, shall be posted in the offices within the locality for seven days. Candidates **seeking** promotion in the opening **would** be expected to make **their** applications or requests within ten days of posting. 27  
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(b) (i) Where, at any time, the Company determines that, in an office, there is a requirement for "**substitute**" Service Assistants or "**substitute**" Clerks working in an office providing operator **services**, advice of such **re** **uirement**, including the required qua4ifications, shall be **posted** in that **office** for seven days. **Candidates** wishing to fill the requirement would be expected to make their applications or requests within ten days of posting.

(ii) Where, at any time, the Company determines that, in any office, there is a requirement for "**substitute**" Clerks working in an office other than an office providing operator services, advice of such requirement, including the

required qualifications, shall be posted in the offices within the locality for seven days. Candidates wishing to fill the requirement would be expected to make their applications or requests within ten days of posting.

- (iii) "Substitute" Service Assistants or "substitute" Clerks shall, by order of their selection, temporarily be appointed, where there is a requirement, to the position of Service Assistant or Clerk respectively in that office and permanently be appointed to the position of any Service Assistant or Clerk respectively in that office which becomes vacant permanently.
- (iv) Employees who are chosen to be "substitute" Service Assistants or "substitute" Clerks shall continue to be paid the rate of pay applicable to an Operator except when they are assigned the job of a Service Assistant or Clerk respectively either temporarily or permanently in which case they shall be entitled to the appropriate and applicable job differential.

(c) The Company shall supply the local Union office with a copy of all Job postings within that local as soon as possible after the posting and, where an applicant has been selected for the vacant position, the names of all the applicants as well as the applicant(s) selected.

(d) The definition of "day" in subsections 10.08 (a) and (b) shall have the same meaning as provided in Article 14.

#### **Dining Service**

**10.09** Where there is a job opening in a Dining Service establishment in a higher paid occupation than Dining Service Attendant, the procedure set forth in subsection 10.08 (a) shall apply within such Dining Service establishment.

#### **Operator Services and Dining Service**

**10.10** Seniority shall govern, where all other qualifications are equal, in the selection of a candidate for promotion or in the choosing of a candidate for "substitute" Service Assistant or "substitute" Clerk. First preference shall be given to candidates within the Operator Services office or Dining Service establishment concerned and then to candidates in all offices or establishments within the locality.

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**10.11** Where an employee is promoted, the Company agrees to advise a Union Steward of the employee concerned immediately after the employee has been advised.

#### **Demotions**

#### **Operator Services**

**10.12** Notwithstanding the provisions of section 10.08,

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(a) When a Service Assistant, a Senior Office Clerk or an Office Clerk is demoted due to a lack of work in an office, she may displace, in reverse order of her appointment date to her position, the "substitute" Service Assistant or the "substitute" Clerk, as the case may be, by order of their selection in that office.

(b) When a Service Assistant, a Senior Office Clerk or an Office Clerk is to be demoted and transferred due to a lack of work in her office, she may displace, by her appointment date, the Service Assistant or the Clerk, as the case may be, or the "substitute" Service Assistant or the "substitute" Clerk, as the case may be, by order of their selection in the office into which she is transferred.

(c) Where an employee is demoted in accordance with subsections 10.12(a) or (b) and there is no "substitute" in that office, she shall be considered as a "substitute".

### Reclassification

#### Operator Services

**10.13** The Company may return a Company employee who has been outside the bargaining unit for 12 months or more, into a Regular (Full-Time) position in an Operator Services office provided that it reclassifies in such Operator Services office or system, as applicable, one Regular (Part-Time) employee desirous of reclassification or, there being no Regular (Part-Time) employee desiring reclassification, one Temporary employee desirous of reclassification to Regular (Full-Time). In the event that there is neither a Regular (Part-Time) nor a Temporary (Part-Time) employee desirous of reclassification to

Regular (Full-Time), the Company shall appoint to that office the employee who is the most senior among the 912D applicants for a job in that office.

**10.14** Prior to hiring any Regular (Part-Time) employee in an Operator Services office, the Company shall reclassify in such Operator Services office a Temporary employee desirous of reclassification to Regular (Part-Time). Such a reclassification shall be in accordance with seniority.

**10.15** In the selection of an employee for reclassification as provided in section 10.13, the Company shall reclassify the most senior employee desiring reclassification, within the office or within the system, as applicable.

**10.16** Where there is a case of reclassification within the system, such a reclassification will be made in the employee's office provided there is an available work position. If there is no available work position in that office, the employee shall be offered another available work position in the closest office in the same system. When an employee changes office as a result of the reclassification, any associated costs will be borne entirely by the employee.

**10.17** Where an employee refuses reclassification as provided in section 10.15 and 10.16, the Company shall apply the same reclassification procedure to the next most senior employee desiring reclassification within the system.

**10.18** It will be the responsibility of a Regular (Part-Time) or a Temporary employee to notify the Company of her desire for such reclassification. Such notice shall be in writing on a form provided by the Company and this shall constitute the record of available

and interested employees should an opportunity for reclassification occur within an Operator Services office or within a system, as applicable. Such notice shall remain active until cancelled by the employee or until the employee leaves the bargaining unit.

**10.19** The Company agrees to supply quarterly to the local Union office a list of Regular (Part-Time) or Temporary employees having requested reclassification within the system in accordance with section 10.18.

#### **Dining Service**

**10.20** In a Dining Service establishment, the Company shall apply the reclassification procedures as provided for an Operator Services office in sections 10.13, 10.14 and 10.18. Any such reclassification shall be in accordance with seniority within the employee's establishment.

### **ARTICLE II- FORCE ADJUSTMENT**

#### **Lay-off**

*W/C* **11.01** Subject to the provisions of section 11.06, where staff is being reduced due to lack of work, Regular employees shall be laid off in inverse order of seniority within each Operator Services office (or system where applicable) or Dining Service establishment after all Temporary employees have been laid off in that office (or system where applicable) or establishment.

**11.02** The Company shall advise the Union of its plan to lay-off Regular employees in any office (or system where applicable) or establishment 30 days before said plan becomes effective.



For the purposes of this Article,

**11.03** (a) "Temporary lay-off" shall mean a lay-off which may be for a period of up to but not exceeding a maximum of **25** consecutive weeks.

(b) "Long term lay-off" shall mean a lay-off which is expected to be **in** excess of **25** consecutive weeks.

**11.04** The aggregate period of temporary lay-off(s) shall not exceed thirty-two weeks within any calendar year.

#### **information Lists**

**11.05** The Company agrees to **provide** the Union with the following information shortly ~~after~~ such information is available:

(a) a list of surplus employees who shall be laid off including their occupation and location;

(b) a revised seniority list in accordance with subsection **10.03** (a) of this Agreement.

#### **Long Term Lay-Off Procedures**

##### **Operator Services**

**11.06** The following procedure shall apply to a long term lay-off of Regular Operator Services employees:

(1) An employee who would be laid off under the provisions of section **11.01** shall have the option of accepting that lay-off or of displacing a more junior Regular employee in the same locality. The employee so displaced shall be the most junior Regular employee in that locality.

(2) The Regular employee displaced under section 11.06 paragraph (1), shall be laid off unless the Company decides otherwise.

(3) Before laying off a Regular employee in accordance with section 11.06 paragraph (2), the employment of all Temporary employees, in the office where a lay-off takes place, shall be terminated.

**Benefits Coverage -  
Temporary Lay-off**

**11.07** The Company agrees to maintain the eligibility of a laid off employee during the entire period of a temporary lay-off to:

- (a) credit for service
- (b) participation, without payment of premium, in the:
  - (i) Comprehensive Medical Expense Plan
  - (ii) Vision Care Plan
  - (iii) Dental Plan
- (c) Survivor Protection Program, providing the employee prepays the applicable premiums prior to the commencement of a lay-off.

**Benefits Coverage  
Long Term Lay-off**

**11.08** The Company agrees to treat the first 30 days of a long term lay-off as a leave of absence and to maintain the eligibility of a laid off employee during that period to:

- (a) credit for service
- (b) participation, without payment of premium, in the:
  - (i) Comprehensive Medical Expense Plan
  - (ii) Vision Care Plan
  - (iii) Dental Plan
- (c) Survivor Protection Program, providing the employee prepays the applicable premiums prior to the commencement of a lay-off.

#### Recall Procedures

**11.09** Upon completion of a temporary lay-off, all laid off employees shall be guaranteed a recall by the Company in accordance with sections 11.10 to 11.13.

**11.10** Employees who are laid off in accordance with section 11.01 or 11.06 shall be listed in **seniority** order within each office (or system where **applicable**) or establishment. They shall be recalled in inverse order of lay-off within an **office** (or system where applicable) or establishment.

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**11.11** Where an **employee** is recalled to an office or establishment other than **that** to which she was reporting at the time of lay-off, the employee may choose to refuse recall until a job is available at her original office or establishment, **provided** the position to which she is recalled can be **filled** by another employee on lay-off with less seniority who is qualified to perform the work. If an employee is recalled to an office or establishment other than her own at time of lay-off she shall have the

opportunity to transfer or may, at the direction of the Company, be transferred to her former position in her former office or establishment when there is a requirement at that office or establishment.

**11.12** It will be the responsibility of laid off employees who desire recall to keep their office or establishment informed as to their correct addresses and to advise the office or establishment within ten days of the date of any offer of recall as to their acceptance. Failure on the part of any laid off employee to notify the employing office within ten days concerning acceptance of an offer of recall, or to report for duty within 21 calendar days from the date of the offer, constitutes a rejection and the employee shall be deemed to have resigned.

**11.13** The date of mailing of a registered letter to the employees' last address on Company records shall be the date of offer.

#### **Lay-Off Allowance Plan**

*m/r*  
**11.14** Regular employees who are laid off in accordance with the provisions of this Article for a reason other than technological change shall be granted lay-off allowance under the Lay-Off Allowance Plan.

**11.15** Except as otherwise provided in section 11.17, a Regular employee's total lay-off allowance entitlement during a period of lay-off shall be as follows:

**Net Credited Service  
on Date of Lay-Off**

**Lay-Off  
Allowance  
Entitlement**

Less than 1 year		0
1 year but less than 2 years		3 weeks
2 years but less than 3 years		4 weeks
3 years but less than 4 years		5 weeks
4 years but less than 5 years		6 weeks
5 years but less than 6 years		7 weeks
6 years but less than 7 years		8 weeks
7 years but less than 8 years		9 weeks
8 years but less than 9 years		10 weeks
9 years but less than 10 years		11 weeks
10 years but less than 11 years		13 weeks
11 years but less than 12 years		14 weeks
12 years but less than 13 years		15 weeks
13 years but less than 14 years		16 weeks
14 years but less than 15 years		17 weeks

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Three weeks' additional pay for each full year of service in excess of 15 years of net credited service.

**11.16** (a) The Lay-Off Allowance Plan becomes operative at the time the employee applies for and qualifies for Unemployment Insurance benefits and upon receipt of proof that she receives such benefits.

(b) Each weeks benefit shall be equivalent to 90% of the employee's regular weekly pay at time of lay-off in the case of a Regular full-time employee, and equivalent to 90% of the average earnings in the four pay periods preceding lay-off in the case of a Regular part-time employee, less Unemployment Insurance benefits entitlement.

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**11.17** (a) In addition to the Lay-Off Allowance Plan referred to in section 11.14, a Regular employee who is on a temporary lay-off for a reason other than technological change, shall be granted, during the first two weeks of such a temporary lay-off:

(i) an allowance equivalent to 40% of her regular weekly pay at time of lay-off in the case of a Regular full-time employee;

or,

(ii) an allowance equivalent to 40% of her average earnings in the four pay periods preceding lay-off in the case of a Regular part-time employee.

(b) Notwithstanding the provisions of subsection 11.18 (a), when a Regular employee on a temporary lay-off has used up her lay-off allowances as provided under section 11.15, the Company will again grant her an allowance in accordance with paragraph (i) or (ii) of subsection 11.17 (a) for the remaining portion of the temporary lay-off, up to the maximum authorized by the applicable legislation.

**11.18** Lay-off allowances will cease as follows:

(a) When lay-off allowance entitlement is used up.

(b) When the employee reports for work subsequent to recall.

(c) When the employee fails to report for work after recall.

(d) When the employee is **disentitled** or disqualified from U.I.C. payments.

(e) When the employee obtains other employment.

(f) If the employee resigns.

**11.19** Lay-off allowance payments shall be based on ~~the employee's established~~ weekly schedule of work hours (excluding overtime) in effect as of the date of lay-off. The rate of pay used in such computations shall be the employee's basic rate of pay in effect at the date of lay-off.

**Reinstatement of Lay-Off  
Allowance Benefits -  
Long Term Lay-Off**

**11.20** An employee who has been recalled following a period of long term lay-off and is again laid off on a long term basis prior to completing one year of continuous service after the date of return to work shall be granted a lay-off allowance pursuant to section 11.15, based on her overall net credited service after deducting the amount she received from her previous lay-off.

**ARTICLE 12 - SAFETY AND HEALTH**

**12.01** Both parties to the present agreement **recognize** the need to ensure the safety and protect the health of all employees.

**12.02** It is the Company's responsibility to adopt and introduce, as circumstances may require, reasonable procedures and techniques to provide for the safety and

health of employees while at work. The Union may make suggestions regarding safety for consideration by the Company.

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**12.03** It is the employee's responsibility to take, in accordance with the Company rules and procedures, all reasonable and necessary precautions for her own safety. No employee shall be required to work in dangerous conditions or to use dangerous equipment.

**12.04** An invitation shall be given to the Union Steward to attend any accident investigation meeting involving an employee whom she represents. The Union Steward may delegate another Steward from the same local or, an employee representative from the local Safety and Health Committee to replace her at the meeting so that either a Union Steward or the designated employee representative may attend the meeting, but not both. An invitation shall also be extended to the Local Officer where, in the opinion of management, the Local Officer may contribute to the development of recommendations that will prevent similar accidents in the future.

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**12.05** (a) The Corporate Safety and Health Committee is composed of two members who are employees in the Operator Services and Dining Service bargaining unit and two members who are employees in the Craft and Services bargaining unit represented by the Union, and four representatives of the Company. Additionally, two Regional Vice-Presidents of the Union, or their designates and two other representatives of the, Company may attend the deliberations of the Committee as "ex officio" members.

(b) The Corporate Safety and Health Committee, which may meet quarterly, is responsible for establishing its own rules and procedures as well as the rules and



procedures of local Safety and Health Committees (Operator Services and Dining Service), their scope of responsibility, frequency of meetings and any other similar matter.

(c) Except for the number of Committees and the frequency of meetings, the rules for both the Corporate and local Safety and Health Committees, as referred to in subsection 12.05 (b), shall mean the powers and obligations of joint Safety and Health Committees found in Part II of the Canada Labour Code.

(d) Notwithstanding the provisions of Article 14, any contestations relating to the interpretation, administration or operation of the procedures agreed to by the parties for both the Corporate and local Safety and Health Committees shall not be submitted to the grievance procedure. This subsection does not apply to the provisions contained in Attachments A and B of the agreed procedures relative to both the Corporate and local Safety and Health Committees.

(e) It is clearly understood that relevant safety and health issues that have implications that transcend local concerns will be referred to the Corporate Safety and Health Committee together with any notes dealing with that issue.

**12.06** There shall be 15 local Safety and Health Committees (Operator Services and Dining Service). These Committees are composed, in equal numbers, of employees and representatives of the Company.

**ARTICLE 13 - DISCIPLINARY AND  
NON-DISCIPLINARY ACTIONS**

**13.01** No employee shall, for disciplinary or non-disciplinary reasons, receive a written reprimand or a written warning, be suspended, demoted or dismissed, except for just cause.

**13.02** (a) The Steward or Chief Steward shall, unless the employee objects, be invited by the local Manager to be present at any meeting between a representative of the Company and that employee called for the explicit purpose of announcing any measure referred to in section 13.01. Where the Steward or Chief Steward invited by the local Manager to attend is not scheduled to work at the time the meeting is to be held she may be replaced by the nearest available Steward representing the bargaining unit, from amongst those designated by the Union as a replacement.

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

**13.03** The Company agrees to provide the employee and her Steward with written notification of the imposition of any measure referred to in section 13.01, and the reasons for such measure, at the time it is taken or as soon thereafter as possible.

**13.04** An employee may grieve, in accordance with Article 14, the imposition of any measure referred to in section 13.01 which she feels was imposed without just cause.

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

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

**13.07** An employee shall have the right to inspect her disciplinary record annually after making suitable arrangements with her local Manager. The employee, and/or her Union Representative, shall also have the right under the same condition to inspect the disciplinary record, where the employee grieves the imposition of discipline or admissal at the first step of the grievance procedure and at the third step if so requested by the Union. For grievances taken up at the second step pursuant to section 13.05 the second step shall be treated as the first step in the grievance procedure for purposes of inspecting the disciplinary record.

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

**13.09** The record of all measures referred to in section 13.01, which were imposed for a breach of discipline, shall be removed from an employee's disciplinary record after two years.

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#### **Security Interviews**

**13.10** The Steward or Chief Steward shall, unless the employee objects, be invited by management to attend a Security interview whenever an employee is interviewed by a representative of the Company's Security Department.

**13.11** The employee, unless she objects, shall be granted immediately prior to a **Security** interview a maximum of 15 minutes to confer with her Steward or Chief Steward.

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

## **ARTICLE 14 - GRIEVANCES**

### **Definitions**

**14.01** A "grievance" shall mean any difference relating to the interpretation, application, administration or alleged violation of any provision of this Agreement, or to matters not covered by this Agreement which relate to working conditions.

**14.02** "Day" for the purpose of this Article shall mean any day that is not a **Saturday**, Sunday or one of those **holidays** provided in Article 20.

**14.03** "Grievor" means the employee or group of employees concerned, the Union or the Company.

### **General**

**14.04** A grievance shall be in writing, on a standard grievance form agreed to by the parties, and shall include:

(a) the grievor's name and occupation,

(b) the date of the event giving rise to the grievance,

(c) the nature of the grievance,

(d) the remedy sought from the Company,

(e) identification of the Article(s) allegedly violated, unless the grievance relates to a matter not covered by this Agreement.

**14.05** A grievance shall not be deemed to be invalid prior to Step 2 by reason only of the fact that the grievance form was not properly completed with respect to the information stipulated in section 14.04.

**14.06** Where a grievance is being handled by a Representative of the Union, the Company will not endeavour to settle the grievance with the employee involved without prior notice to the representative. Where, after such notice, an interview between the employee and management is to take place, the employee shall have the right to be accompanied by a Representative. No such grievance will be deemed to have been settled without the concurrence of the employee's Union Representative.

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

##### **Step 1**

**14.07** A grievance shall be taken up within 30 days from the time the employee knew or could reasonably be expected to have known of the event allegedly giving rise to the grievance,

(a) with the immediate management supervisor  
by:

(1) the employee alone, or

(2) the employee accompanied by the Steward, or by

(3) the Steward alone, provided the grievance is signed by the employee.

or

(b) in the case of a grievance which alleges sexual harassment, the matter may be referred directly to Step 2 of the Grievance Procedure.

**14.08** Management shall have ten days from the date the grievance is submitted in which to convene a meeting and render a decision orally. Management shall sign and date the grievance form.

#### **Step 2**

**14.09** The grievance may be submitted to the third level of management, by a representative of the Local who is a bargaining unit ~~employee~~ within ten days of the disposition of the matter at Step 1. Management shall have ten days in which to convene a ~~meeting~~ with two representatives of the Local to be designated by the Union and who are bargaining unit employees and, if deemed necessary by either party, the ~~grievor~~, or to discuss the merits of the grievance by some other means mutually satisfactory to the parties, and render a decision. A written statement of position shall be entered by the third level of management in the space provided on ~~the~~ grievance form.

#### **Step 3**

**14.10** If the Union desires to ~~appeal~~ to the Company Grievance Committee, the Union shall, within 30 days of the disposition of the matter at Step 2, submit to the

Director of Industrial Relations (CEP) a notice of its intention to appeal, together with a written statement of the Union's position,, signed and dated by an Officer or employee of the National Union. A copy of this statement shall be attached to a copy of the grievance form.

**14.11** The Company Grievance Committee shall meet with Union Representatives in an attempt to resolve the grievance and shall furnish the Union, within **30** days of receipt of the notice of the intention to appeal, with a written statement of the resultant grievance settlement, or, if no settlement has been achieved, of the Company's final position. This position shall constitute the final settlement for grievances which are not **arbitrable**.

**14.12** The Company Grievance Committee shall consist of not more than four people. Union representation at meetings with the Company Grievance Committee shall be limited to four people of which not more than two shall be employees of the Company. In addition, if deemed necessary by either party, the **grievor** may attend.

#### **Grievance Procedure - Group Grievances**

**14.13** In the event that more than one employee is directly affected by one specific incident and each such employee would be entitled to file a grievance, a Representative of the Local who is a bargaining unit employee, may sign the grievance form on behalf of the **aggrieved** employees and shall identify the grievance as a **Group** Grievance. The signatures of the aggrieved employees shall be attached to the grievance form. Such grievance shall be processed in accordance with the provisions of sections 14.07 to 14.12 inclusive.

**14.14** For the purpose of attendance at various steps of the grievance procedure one of the aggrieved employees, selected by the Union shall be considered the **grievor**.

**Grievance Procedure -  
Policy or Company Grievances**

**14.15** If the interests of the Union as a party to this Agreement are affected by the Company's interpretation, application, administration or alleged violation of any provision of this Agreement, the Union may file a grievance **which** shall be filed at Step 2 and signed on behalf of the **Union** by a Representative of the Local who is a bargaining unit employee from that District, and shall be identified as a **Policy Grievance**. **If the matter grieved is of broader application than a District, the Union may file a grievance at Step 3. Such grievance shall be signed by the President or by an Officer of the National Union and shall be identified as a Policy Grievance.** Such grievances shall be processed in accordance with the relevant provisions of sections 14.07 to 14.12 inclusive.

**14.16** The Company may file a grievance at **Step 3** of the **grievance procedure**. Such grievance shall be **filed** by the **Director** of Industrial Relations (**CEP**). For purposes of Company grievances, the provisions of section 14.10 will be read and construed with necessary changes.

**Time Limits**

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

**14.18** Failure of the Union to conform with the prescribed time limits shall have the effect of closing a grievance. If the Company fails to respond or, in the case



of a grievance by the Company, where the Union fails to respond, or if a grievance is not settled at Steps 1 or 2 within the prescribed time limits, the grievor may proceed immediately to the next Step. Time limits may be extended only by mutual agreement in writing.

**14.19** The right of any employee, or group of employees, at any time, to present their personal grievances to management through the regular supervisory channels is not restricted by this Agreement, except when such grievance is being handled, or has been handled, by the Union.

#### **ARTICLE 15 - ARBITRATION**

**15.01** Where a grievance relating to the interpretation, application, administration or alleged violation of any provision of this Agreement is still unresolved after the grievance procedure has been exhausted, there shall be no stoppage of work, but the Union or the Company may institute arbitration proceedings in the manner, and subject to the terms, set forth below.

**15.02** It being agreed that the right to arbitration does not extend to any matters other than those expressly mentioned in section 15.01 of this Article, either party may, within 30 calendar days of the expiry of the disposition of the matter at Step 3 of the grievance procedure, but not later, institute arbitration proceedings by written notice to the other party. The notice shall state the matter at issue and shall state in what respect the Agreement has been violated or misinterpreted by reference to the Article or Articles relied upon, or state in what respect the application or administration of the Agreement is being contested. The notice shall also stipulate the nature of the relief or the remedy sought.

**15.03** (a) The party instituting arbitration proceedings shall, in the notice referred to in section 15.02, suggest the names of three neutral persons any one of whom it is prepared to accept as Chairman of an Arbitration Board.

(b) The recipient of the notice referred to in section 15.02 shall, within ten days, notify the other party of:

- (i) its acceptance of one of the persons proposed by that party to act as Chairman of an Arbitration Board, or
- (ii) suggest the names of other neutral persons it proposes to act as Chairman of an Arbitration Board.

(c) Where, within 30 days of the sending of the notice referred to in section 15.02, or such period as the parties may agree, the parties fail to agree on a Chairman, either party may apply to the Minister of Labour for Canada to appoint as Chairman a person knowledgeable and experienced in the interpretation of written collective agreements. That party shall send a copy of the application and the name of its nominee to the other party and such party shall, within ten days, advise the other party of the name of its nominee.

(d) Where the procedure described in subsection 15.03 (c) is followed, subsection 15.04 (b) does not apply.

**15.04** Where a Chairman has been chosen pursuant to section 15.03,

(a) the Chairman shall suggest dates on which to commence the hearing of the matter in dispute. Such dates shall be insofar as possible, within 60 days of the appointment of the Chairman, or such longer period as the parties may agree;

(b) each party shall be responsible for naming its own nominee to the Arbitration Board, ensuring that the nominee is available on the date scheduled to commence the hearing of the matter in dispute, and will advise the other party and the Chairman ten days prior to the date scheduled for the hearing of the name of its nominee;

(c) the Arbitration Board shall, on the day scheduled pursuant to subsection 15.04 (a), meet to hear the matter at issue unless the parties and the Chairman agree on another date on which to commence the hearing; and

(d) where the hearing of the matter cannot be completed in one day,, it will be scheduled, insofar as possible, to continue within 30 days of the date of the first hearing, or such longer period as the parties may agree.

#### **Single Arbitrator**

**15.05** Where a grievance resulting from a disciplinary action under section 13.01 is referred to arbitration, the Union may, in the notice referred to in section 15.02, notify the Company of its suggestion to proceed before a single Arbitrator. If the Company so agrees, the single Arbitrator shall be selected in accordance with subsections 15.03 (a) to 15.03 (c) inclusive. Sections 15.07 to 15.13 inclusive shall apply to grievances heard by a single Arbitrator.

## **Expedited Arbitration Process**

**15.06** Where the matter at issue is one relating to the alleged violation of section 13.01, it may be submitted to the following process of expedited arbitration:

(a) The Arbitration Boards will be established according to, and dependent on, the availability of Chairmen who shall be mutually agreed to by the parties. Both parties shall be responsible for ensuring the availability of their nominee to the Arbitration Board.

(b) Unless the parties mutually agree to a lesser number of days, three days in each calendar month shall be scheduled on dates mutually agreed to by the parties, as potential hearing days, for a period of six months in advance, for each of the succeeding six months.

(c) The Union shall assign to these Arbitration Boards, no later than three weeks prior to its sitting, the grievance(s) to be heard. No more grievances than can reasonably be heard within the sitting days provided in that month may be referred to that Arbitration Board.

### **General**

**15.07** Notwithstanding section 15.04, in determining any dismissal or other disciplinary grievance, the Arbitration Board shall have the authority to:

(a) affirm the Company's action and dismiss the grievance;

(b) set aside the penalty imposed by the Company and restore the grievor to her former position with or without compensation;

(c) vary or alter the penalty imposed by the Company as the Board of Arbitration may deem just and reasonable in the circumstances.

**15.08** The decision of the Arbitration Board shall be made within 60 days of the first hearing unless the parties otherwise agree or unless, owing to circumstances beyond the control of the Arbitration Board, it is not practicable to make a decision within the 60 days.

**15.09** It is the intention of the parties to adhere to the time limits expressed in this Article but the failure of an Arbitration Board to do so does not affect the jurisdiction of the Board to continue with and complete the arbitration proceedings and any order or decision made or given by the Arbitration Board after the expiration of those 60 days is not for that reason invalid.

**15.10** If at Step 3 of the grievance procedure the parties are unable to agree as to whether the matter at issue is one relating to an alleged violation of section 13.01, the procedure described in sections 15.05 and 15.06 shall not apply.

**15.11** The Arbitration Board shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions thereof, and in reaching its decision it shall be bound by the terms and provisions of this Agreement.

**15.12** Each party shall pay the fees and expenses of its own nominee and one-half the fees and expenses of the Chairman and of any clerk or stenographer whom the Board of Arbitration may require. Except as aforesaid, each party shall bear all expenses incurred by it whether of witnesses, the attendance of witnesses and representatives, exhibits or otherwise.

**15.13** The decision of the Arbitration Board shall be final and binding on the parties, but such decision shall not have retroactive effect prior to the date of the **occurrence** on which the grievance is based. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairman shall govern.

#### **ARTICLE 16 - TECHNOLOGICAL CHANGE**

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

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

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

**16.02** Wherever the Company proposes to effect a technological change which is likely to affect the terms and conditions or security of employment of **10%** or more, or ~~ten~~ per Operator Services office or Dining Service establishment, whichever is the lesser, of the employees within the bargaining unit at the location affected by technological change, it shall **give** notice of the technological change to the Union **Representative(s)** for that location and the National Union at least **120** days prior to the **date** on which the technological change is to be **effected**.

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Such notice shall be in writing and shall state:

(a) the nature of the technological change;

(b) the date on which the Company proposes to effect the technological change;

(c) the approximate number and type of employees likely to be affected by the technological change;

(d) in general terms, the main operating features of the new equipment and resultant changes in operating procedures.

**16.03** The Company agrees to consult with the Union in order to assist employees whose terms and conditions of employment are affected by any technological change to adjust to the effects thereof. Such consultation shall be made through a Local Committee made up of representatives of Management, Local Union Stewards and of a Union Officer from that Local, who is also a member of the Operator Services and Dining Service bargaining unit. The Director - Industrial Relations (CEP) and the Regional Vice-President of the Union, or his designate may attend such consultation as required.

**16.04** Where within 12 months of the date on which the Company effected, in an office, a technological change for which notice is required under section 16.02, the Company requires a reduction of the work force in that office as a result of the ongoing effects of that technological change, the provisions of sections 16.03 and 16.05 to 16.15 inclusive shall apply to the employees affected.

**16.05** If an employee is transferred or reassigned to another locality as a result of technological change and the newly assigned office is further from her home than was her former office, prior to the transfer or reassignment, and a change of residence is required, the employee shall be reimbursed for moving expenses as approved by the

Company and in accordance with Company practice or, at the option of the employee, be paid travel allowance in accordance with the provisions of section 22.15 for a maximum period of 120 calendar days.

**16.06** If an employee is transferred or reassigned as a result of technological change, she shall maintain the employee classification which applied immediately prior to the transfer or reassignment. Notwithstanding the foregoing, if such employee requests reclassification and work in the employee classification requested is available in the office to which she has been transferred, she may be reclassified.

**16.07** If an employee is transferred or reassigned as a result of technological change, to a position or occupation different from the one occupied immediately prior to the transfer or reassignment, the employee will be given such time as may reasonably be required, but in any event not less than 90 days to acquire the necessary skills to retain her employment with reasonable training.

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**16.08** If an employee with three months' or more net credited service is transferred or reassigned as a result of technological change to a position or occupation different from the one immediately prior to the transfer or reassignment and the basic rate of pay for the new position or occupation is lower, the employee so transferred or reassigned will receive a "Transfer Indemnity" paid as a lump sum calculated on the basis of the differential between the rates of pay for a period of twelve months.

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**16.09** All employees with 12 months or more net credited service shall not be subject to lay-off or termination due to technological change, but may elect termination of service in accordance with the provisions of sections 16.10, 16.11 and 16.12, as an alternative to



being reassigned or transferred to another locality. For employees with less than 12 months of service, any lay-off or recall resulting from technological change shall be made in accordance with Article 11 and any termination of service in accordance with the provisions of sections 16.10, 16.11 and 16.12.

**16.10** Termination allowances in amounts computed in accordance with section 16.12 shall be paid to Regular employees where the termination is directly attributable to a technological change, unless:

(a) the employee is retiring on pension where the Company has been advised, in advance of the notification of technological change given pursuant to section 16.02, of her intention to retire on pension.

(b) the employee is leaving the service at the compulsory retirement age and is eligible to a deferred annuity.

**16.11** Termination allowances will not be paid to employees who resign or are dismissed for misconduct, except where that decision has been reversed during the grievance or arbitration procedure.

**16.12** The amount of termination allowance paid in accordance with this Article will be computed as follows:

**Termination Allowance**

*3 1/2*

Net Credited Service

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

For each subsequent 6 month period:

16 years through 25 years

*3 2/3*

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**16.13** A termination annuity shall be available to an eligible employee who has been displaced from her job as a result of technological change and to whom no other suitable Company employment is available in the same locality. Such an employee shall be eligible if the job displacement results in a termination of employment and the termination occurs during the period of five years preceding the earliest date on which the employee would

have been eligible to a service pension at the employee's option or at the discretion of the Company under the terms of the "Plan for Employees' Pension, Disability Benefits and Death Benefits" as amended to 1 January 1975. The amount of the termination annuity payable to an employee shall be calculated in accordance with the formula used to determine the amount of the service pension payable under the Plan, reduced by an amount equal to the pension calculated in accordance with paragraph 2(a) or (c) of Section 4 of the Plan, as applicable, multiplied by .5% and by the number of complete months between the date of termination of employment and the earliest date of eligibility to a service pension.

Should the employee be eligible to severance pay under the Canada Labour Code, the termination annuity shall be reduced by the equivalent value of such payments.

Where a deferred annuity becomes payable under the Plan, the termination annuity shall be reduced accordingly; however, the aggregate annuity payment payable to the employee shall not be less than the amount calculated for the termination annuity.

An employee who qualifies for a termination annuity, may elect to receive either a termination annuity, or a lump sum termination allowance in accordance with sections 16.10, 16.11 and 16.12 or if available, suitable Company employment in another locality.

**16.14 (a) An annuity shall be available to an eligible employee who has been displaced from her job as a result of technological change and to whom the provisions of section 16.09 apply. Such an employee shall be eligible if the job displacement results in a termination of employment and the termination occurs to an employee who has 15 years or more of service and who is not eligible**

to a deferred annuity under the terms of the Plan referred to in section 16.13. The amount of the annuity payable to an employee shall be calculated in accordance with the formula used to determine the amount of a deferred annuity under the terms of the Plan and payable at the time provided in the Plan.

(b) An employee's entitlement to the annuity provided in subsection 16.14 (a) ceases where;

- (i) the employee becomes eligible to a deferred annuity under the Plan as a result of any applicable law now or hereafter enacted, or any change in the Plan, or
- (ii) the employee, subsequent to her termination of employment, is re-employed by the Company and becomes eligible to another annuity as provided under the Plan or in section 16.13.

**16.15** An employee with 25 or more years of net credited service, working in an office where the number of employees has to be reduced because of a technological change, may request early termination of service. The Company may accept the request providing, in its view, the number of employees remaining is sufficient to do the work. Where the request for early termination of employment is accepted, the employee shall receive a termination allowance calculated in accordance with the provisions of section 16.12.

**16.16** The Company and the Union agree that Sections 52, 54 and 55 of the Canada Labour Code shall not apply to the parties to this Agreement during its term.

**ARTICLE 17 -WAGE ADMINISTRATION**

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**Rates of Pay -  
Full-Time Employees**

**17.01** The wage rates set out in Appendix C of this Agreement shall have effect on the date indicated in said Appendix.

**Rates of Pay -  
Part-Time Employees**

**17.02** (a) A part-time employee assigned to work less than the basic hours of work shall be paid on a pro-rata basis of the basic rates of pay for full-time employees provided in section 17.01.

(b) A part-time employee assigned to work less than the basic hours of work per day shall have her pay computed as follows:

**Operator Services**

- (i) For scheduled hours terminating not later than 18:00 hours, and for all split tours, compensation shall be on the basis of a 7 hour day.
- (ii) For scheduled hours terminating after 18:00 hours but not later than 21:00 hours and for scheduled hours commencing not earlier than 22:00 hours and covering the all-night period, compensation shall be on the basis of a 6 1/2 hour day.

- (iii) For scheduled hours terminating after 21:00 hours, except a tour covering the all-night period, compensation shall be on the basis of a 6 hour day.

#### **Dining Service**

- (i) For scheduled hours ending at 19:00 hours or earlier, compensation shall be on the basis of a 7 3/4 hour day.
- (ii) For scheduled hours ending after 19:00 hours but not later than 24:00 hours, compensation shall be on the basis of a 7 hour day.
- (iii) For scheduled hours ending after midnight but not later than 08:00 hours, compensation shall be on the basis of a 7 1/2 hour day.

(c) A part-time employee who works beyond the originally assigned hours on any day shall be paid for the time worked at straight time up to the number of hours of work constituting a full tour and at the daily overtime rate for time worked beyond the limits of a full tour.

#### **Alternative Starting Rates**

**17.03** To meet local hiring conditions, the Company may authorize starting rates for individual localities varying from those shown on the wage schedules. These alternative starting rates shall not be higher than the rate for Step 4 shown on the applicable wage schedule.

**17.04** Where alternative rates are introduced in a locality all employees on the affected steps of the wage schedule will be paid under the alternative plan. If an alternative plan is removed from a wage schedule, all employees on the plan at the time it is removed will continue to be paid the alternative rate until they reach the step where the alternative and regular plans merge.

### **Wage Increases**

#### **Regular Employees**

**17.05** (a) Wage increases shall be granted on the completion of **specified** periods of service, as covered in the wage schedules.

(b) The time intervals shown on the wage schedules shall be computed as follows:

- (i) For an ~~employee~~ engaged between the first and ~~fifteenth of the~~ month, from the first day of that month.
- (ii) For an ~~employee~~ engaged between the sixteenth and the last ~~day~~ of the month, from the first day of the following month.

(c) The effective date for a scheduled increase shall be the first ~~day~~ of the pay period closest to the first of the month in ~~which~~ the increase is due except that when the first of a month falls on the Sunday of the second week of the pay period the effective date for the scheduled increase shall be the first day of such pay period.

### **Temporary Employees**

**17.06** (a) **Wage** increases for temporary employees shall be **granted** on accumulation of days worked or counted as worked equivalent to the time intervals shown on the wage schedules.

(b) The effective date for a scheduled increase shall be the progressional increase date for the month following that in which the required number of days worked is accumulated.

### **Employees Absent**

**17.07** Increases or decreases in the basic rate of pay which an employee would have received had she been on the job shall not be made effective while she is absent due to leave, accident, sickness or quarantine. Furthermore, wage schedule service credit for each absence due to leave (except for a leave granted under section **32.01**, **32.03** or **32.04**), sickness or quarantine shall be limited to one month.

### **Demotional Treatment**

**17.08** The Company agrees that it will not change, during the term of this **Agreement**, the procedures **which** were **in** effect on the **date** of signing this Agreement for **determining wage treatment for employees covered** by this Agreement who are subject to **demotion** treatment.

### **Pay Days**

**17.09** An employee shall be paid the wages earned for a pay period on the second Tuesday following the close of that pay period.



## ARTICLE 18 - HOURS OF WORK

### Days of Work Per Week

**18.01** ( a ) The basic days of work per week for a full-time employee shall be five full days within a calendar week except as provided in section 18.02. Assignments of work may be for any of the days, Sunday to Saturday inclusive.

(b) An employee with 28 or more years seniority may elect not to be assigned scheduled weekend work, but where there are not sufficient employees to do the scheduled work required during the weekend, it may be assigned to employees with 28 or more years' seniority in reverse order of seniority within an occupation.

**18.02** The Company may assign five days' full-time work spread over six days under either of the following conditions:

(a) Where the assignment is at the request of an employee and Company force requirements permit the assignment: or

(b) Where a P.B.X. Operator is employed to operate a customer's private exchange operated by this Company which must be attended for 5 1/2 days each week.

**18.03** The days of work per week for a part-time employee may be less than the days of work per week for a full-time employee.

**Hours of Work Per Day -  
Operator Services**

**18.04** The basic hours of work per day for a full-time employee shall be:

(a) Day Tour - 7 hours

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A tour commencing not earlier than 06:00 h and terminating not later than 18:00 h. The following scheduling provisions shall apply:

- (i) The tour shall be composed of two sessions of not more than four hours in length separated by an unpaid meal period of one-half hour, three-quarters of an hour or one hour. A one and one-half hour meal period shall not be scheduled unless requested by the employee.
- (ii) Each session shall include one 15 minute paid relief period.
- (iii) No more than two and one-half hours, two hours in the case of an operator working regularly with Video Display Terminals, shall be scheduled on duty without relief or meal period.
- (iv) A session may start and end on the hour, half-hour or quarter-hour.

(b) Afternoon-Evening Tour - 6 1/2 hours

A tour commencing not earlier than **11:00** h and terminating not later than **21:00** h. The following scheduling provisions shall apply:

- (i) The tour shall be composed of two sessions of not more than four hours in **length** separated by an unpaid meal **period** of one-half hour. A meal period of three-quarters of an hour, one hour or one and one-half hour shall not be scheduled unless requested by the employee.
- (ii) Each session shall include one **15** minute paid relief period.
- (iii) No more than two and one-half hours, **two hours in the case of an operator working regularly with Video Display Terminals, shall be scheduled on duty** without relief or meal period.
- (iv) A session may start and end on the hour, half-hour or quarter-hour.

**(c) Late Evening Tour - 6 hours**

A tour commencing not earlier than **16:00** h and terminating not later than **02:00** h. However, late evening tours scheduled for **24, 25, 31** December and 1 January may terminate not later than **03:00** h.

- (i) Two **15** minute paid relief periods will be scheduled together as near the middle of the tour as possible. In such a case, an operator working regularly with a Video Display Terminal may, in

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addition, take a five minute break after two continuous hours work with a Video Display Terminal.

(d) Night Tour - 6 1/2 hours

A tour covering the all-night period beginning at 22:00 h or later, and terminating not earlier than 05:30 h nor later than 08:00 h. In offices where there is more than one operator on duty during a night tour, the following scheduling provisions shall apply:

- (i) The tour shall be composed of two sessions of not more than four hours in length separated by an unpaid meal period of one-half hour. A meal period of three-quarters of an hour, one hour or one and one-half hour shall not be scheduled unless requested by the employee.
- (ii) Each session shall include one 15 minute paid relief period.
- (iii) No more than two and one-half hours, two hours in the case of an operator working regularly with Video Display Terminals, shall be scheduled on duty without relief or meal period.
- (iv) A session may start and end on the hour, half-hour or quarter-hour.

(e) Split Tour - 7 hours

A tour commencing not earlier than 07:00 h and terminating not later than 22:00 h in which the two sessions are separated by not less than four hours or more than five and one-half hours and for which an employee volunteers to work. The following scheduling provisions shall apply:

- (i) A session shall not be less than three hours nor more than four hours in length and shall contain a 15 minute paid relief period as near the middle of the session as possible. In the case of an operator working regularly with a Video Display Terminal, no more than two hours shall be scheduled on duty without a break.
- (ii) A session may start and end on the hour, half-hour or quarter-hour.

**18.05** A part-time employee may be assigned to work less than the basic hours of work per day but not less than a half tour.

An employee who, as a Regular Part-Time employee, works more than 1460 basic hours of work in a calendar year, exclusive of overtime, shall be offered a Regular Full-Time position and, upon her acceptance, be reclassified in accordance with the provisions of subsection 22.20 (c) in the order provided under subsection 22.20 (c). Should the employee refuse this offer, she shall remain a Regular Part-Time employee.

#### **Hours of Work Per Day - Dining Service**

**18.06** The basic hours of work per day for a full-time employee shall be:

(a) Day Tour - 7 3/4 hours

A tour terminating not later than 19:00 h.

(b) Evening Tour - 7 hours

A tour terminating later than 19:00 h, but not later than 24:00 h.

(c) Night Tour - 7 1/2 hours

A tour covering the all-night period beginning at 22:00 h or later, and terminating not earlier than 07:00 h but not later than 08:00 h the following morning.

(d) Split Tour - 7 hours

A tour terminating not later than 22:00 h in which the two sessions are separated by not less than four hours nor more than five and one-half hours and for which an employee volunteers to work.

(e) Each tour shall include two 15 minute paid relief periods and an unpaid meal period of one-half hour, three quarters of an hour or one hour.

(f) A five minute period shall be included at the beginning and at the end of each tour of duty for allowing employees to change clothing.

**18.07** A part-time employee may be assigned to work less than the basic hours of work per day but not less than a half tour. The provisions of subsection 18.06 (f) shall apply to a part-time employee.

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

**18.08** The arrangement of hours for all tours shall be established by the Company to meet service requirements.

**18.09** Subject to subsection 18.01 (b), the assignment of an employee to a tour shall be consistent with the provisions of sections 10.06 and 10.07.

### **Consecutive Saturday Premium Pay**

**18.10** An employee normally scheduled to work five days a week, who, at the direction of the Company works at least one session on each of successive Saturdays, shall be paid one-half time extra for the hours worked on the second and subsequent Saturdays so worked, except that this premium shall not be paid for any hours for which an employee is receiving a rate of pay which, exclusive of daily differentials, is higher than her basic rate of pay.

**18.11** Where an employee who is assigned to work on a Saturday exchanges her Saturday assignment with another employee who was not assigned to work on that Saturday, such Saturday work shall not be considered as having been performed "at the direction of the Company" by either employee.

**18.12** This premium shall not be included in wage payments for paid absence from duty.

### **Sunday Premium Pay**

**18.13** For work performed on a Sunday, payment shall be on the same basis as for work performed on a week day, and in addition, the following payments shall apply:

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(a) one-half time for the time actually worked, up to the limits of the basic hours of work for the day; or

(b) if the Sunday is the second or subsequent consecutive Sunday worked at the direction of the Company, straight time for the time actually worked, up to the limits of the basic hours of work for the day. Where an employee who is assigned to work on a Sunday exchanges her Sunday assignment with another employee who was not assigned to work on that Sunday, and the exchange is approved by the Company, such Sunday work shall not, for either employee, be considered as having been performed "at the direction of the Company".

**18.14** When December 25th and January 1st fall on Sunday, time actually worked up to the limits of the basic hours of work on those Sundays shall be paid for as provided in section 18.13 and in addition, a payment of half-time extra shall be made.

**18.15** The Sunday premium payments provided in sections 18.13 and 18.14 shall not be included in the wage payments for paid absence from duty.

#### **Rescheduled Relief Assignment Premium Pay**

**18.16** Where an employee's scheduled relief assignment is re-scheduled by the Company, payment for the replacing work assignment shall be made on the same basis as for work performed on a normal day and, provided ten sessions were originally scheduled for the employee in that week, half-time extra for the time worked. The time to be paid shall be not less than one half day.



**18.17** If an employee affected by this Article initiates a request or exchange that results in changing a work assignment during that week to a relief assignment, such employee shall not be entitled to the half-time extra premium. The half-time extra premium shall be paid to an employee who actually performs the work and for whom ten sessions were originally scheduled.

**Christmas Eve and New Year's Eve  
Premium Pay**

**18.18** For work performed within an assigned tour on December 24th and December 31st, payment shall be made on the same basis as for work on a week day, and in addition the following special payment shall apply:

(a) For work performed on December 24th and on December 31st, a payment of straight time additional based on the assigned tour for the day shall be made.

(b) Where December 24th and December 31st fall on Sunday, the regular Sunday premium of half-time extra shall be replaced by the special payment of straight time extra as provided in subsection 18.18 (a).

(c) Remuneration on December 24th and December 31st shall not exceed two times the employee's basic rate of pay.

**ARTICLE 19 - OVERTIME**

**· Daily Overtime**

**19.01** Daily overtime is time worked in excess of:

(a) the basic hours of work per day established for a day, evening or late evening tour, or

(b) one-half the basic hours of work per day established for a day, evening or late evening tour:

- (i) on a half-day which is assigned as a part of the normal work week, because the five days' work is spread over six days, or
- (ii) on a half-day which is assigned on a cancelled half-day relief assignment resulting from the spreading of five days' work over six days, or

(c) the time scheduled in the office for an employee working a night tour.

**19.02** (a) Daily overtime worked immediately preceding or following an employee's regularly scheduled session shall be counted and paid for in accordance with sections 19.06 or 19.07.

(b) (i) Daily overtime required immediately following any regularly scheduled session, shall be offered to those employees who volunteer and who have worked that session, by seniority within the occupation in the office involved.

(ii) Where none of these employees accepts to work overtime required in accordance with subsection 19.02 (b) (i), it may be assigned to these employees, in reverse order of seniority, except that, within the occupation of clerk, this assignment may be made in reverse order of seniority from among the employees who are trained and qualified for that occupation.

**19.03** An interval of one-half hour or less separating the assigned overtime from an employee's regularly scheduled session shall be considered to be overtime worked, unless the assigned overtime immediately precedes or follows another regularly scheduled session.

**19.04** An interval of more than one-half hour separating the assigned overtime from an employee's regularly scheduled session shall not be considered to be overtime worked.

**19.05** An employee whose overtime assignment is separated from the regularly scheduled session by more than one-half hour shall receive compensation for such overtime as provided in sections 19.06 and 19.07. However, should the overtime compensation payment be less than one-half day's pay, the employee shall receive one-half day's pay, unless the assigned overtime immediately precedes or follows another regularly scheduled session.

**19.06** Overtime payments for daily overtime, except as provided in section 19.07, shall be computed by dividing the basic rate of pay by **35** (based on a 7 hour day) and **multiplying** the rate so obtained by one and ~~one-half~~ times ~~the time~~ to be counted in accordance with the table which follows:

<b>Overtime Worked (Minutes)</b>	<b>Time to be counted (Hours)</b>	<b>Time to be paid (Hours)</b>
6 - 15 inclusive	1/4	3/8
16 - 30 inclusive	1/2	3/4
31 - 45 inclusive	3/4	1 1/8
46 - 60 inclusive	1	1 1/2
61 - 75 inclusive	1 1/4	1 7/8
76 - 90 inclusive	1 1/2	2 1/4
91 - 105 inclusive	1 3/4	2 5/8
106 - 120 inclusive	2	3
etc. <u>37) 0, 2</u> etc.		etc.

**19.07** (a) Daily overtime worked on all holidays, ~~Fridays after 18:00 h, Saturdays, Sundays,~~ after 12:00 h (noon) on December 24th, and December 31st after 18:00 h, shall be counted in accordance with the table contained in section 19.06 above, but shall be paid by dividing the basic rate of pay by 35 and multiplying the rate so obtained by double the time to be counted.

(b) Where the daily overtime worked is in excess of two hours in one week, all daily overtime in excess of two hours in one week shall be paid by dividing the basic rate of pay by 35 and multiplying the rate so obtained by double the time to be counted.

#### **Weekly Overtime**

**19.08** Weekly overtime is time worked up to the limits of a tour on a cancelled relief day, or up to the limits of a half-day on a cancelled relief half-day, provided ten other sessions were scheduled for the employee in that calendar week. Weekly overtime, however, does not include time worked beyond the limits of a day or half-day as provided in section 19.01.

**19.09** (a) Overtime payments for weekly overtime shall be computed on the basis of the scheduled tour for the day and shall be paid at time and one-half calculated on the basic rate.

(b) Where weekly overtime worked is in excess of two hours in one week, all weekly overtime worked in excess of two hours in one week shall be computed in accordance with the provisions of subsection **19.09** (a) and paid at double time calculated on the basic rate. <sup>37. A</sup>  
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(c) The time to be paid under the provisions of section **19.09** shall not be less than four hours.

**19.10** Where an employee is called in to work overtime without **48** hours' notice, she shall be paid, up to a maximum of four hours at time and one-half calculated on the basic rate, from the time she was called. <sup>48</sup>  
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**19.11** (a) All weekly overtime shall, be voluntary and shall follow a rotation bard, on seniority in the office involved. Where no employee in the office where overtime is required accepts to wor overtime it shall be assigned by rotation in reverse order of seniority within an occupation. <sup>40</sup>  
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(b) If there is no available employee within the occupation of clerk, assignment will be made in reverse order of seniority from among the employees who are trained and qualified for that occupation.

**Combination of Daily and Weekly  
Overtime Worked** <sup>37. B</sup>  
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**19.12** Where the combination of daily and weekly overtime worked is in excess of two hours in one week, all

overtime worked in excess of two hours in one week shall be paid at double time calculated on the basic rate in accordance with the provisions of sections 19.07 or 19.09.

#### **Relief Periods - Daily and Weekly Overtime**

**19.13** To qualify for a relief period during an overtime assignment an employee must be expected by the Company to work a minimum of two and one-half hours of overtime on that overtime assignment. The relief period may be taken during that overtime assignment.

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#### **Time off In Lieu of Overtime Payment**

**19.14** Except for overtime compensated under the provisions of section 19.10, an employee may request to be compensated for overtime hours worked by time off in lieu of overtime payment, from her scheduled tours.

(a) An employee's request to bank such time off in lieu of overtime payment must be made known to her manager at the time the employee is assigned to work overtime. Overtime hours banked by an individual employee for purposes of time off in lieu of overtime payment shall never exceed 70 hours, at any one time.

(b) Time off in lieu of overtime payment shall be banked on the basis of one hour for each hour of overtime worked, and when taken, shall be paid at the employee's basic rate of pay. This time off shall constitute full compensation for those hours.

(c) Effective April 1, 1994, an employee may request to be compensated by time off in lieu of payment of the premiums provided under sections 18.10 and 18.13 in accordance with the provisions of this section.

(d) Any such time off shall be subject to service requirements and scheduled at a time mutually agreed to by the employee and the Company. The minimum amount of time which may be granted under this section shall be one (1) hour.

**ARTICLE 20 - HOLIDAYS**

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

- |                                   |                             |
|-----------------------------------|-----------------------------|
| New Year's Day                    | Civic Holiday               |
| Good Friday                       | (Ontario only)              |
| Victoria Day                      | Labour Day                  |
| National Holiday<br>(Quebec only) | Thanksgiving Day            |
| Canada Day                        | Christmas Day               |
|                                   | Boxing Day<br>(December 26) |

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(a) If any of the above holidays falls on a **Sunday**, the Monday immediately following shall be observed as the holiday and the holiday payment provided in this Article shall apply on the Monday.

(b) If Boxing Day falls on a Monday, the Tuesday immediately following shall be observed as the **holiday**, and the holiday payment provided in this Article shall **apply** on the Tuesday.

(c) To meet general custom in a particular community, the **Company** may substitute another **holiday** for any of the **recognized** holidays listed above.

**20.02** An employee not scheduled to work on a holiday shall receive holiday pay as follows:

*6/10* (a) a full-time employee shall receive one-fifth of her basic rate of pay;

(b) a part-time employee shall receive one-tenth of her regular earnings for the pay period immediately preceding the holiday, not to exceed one-fifth of the employee's basic rate of pay.

**20.03** (a) An employee working on a holiday shall receive holiday pay in accordance with the provisions of section **20.02**, and in addition shall be paid:

(i) time and one-half for time worked during basic hours of work;

or

(ii) double time for time worked during basic hours of work on Christmas Day and New Year's Day. Effective April 1, 1994, provided she works her basic hours for the day, a full-time employee may elect to be paid for this premium at straight time for the basic hours worked and to receive a lieu day with pay at a time convenient to the employee and the Company. If the employee has not been granted this lieu day within 12 months of the actual holiday for which she became entitled to the lieu day, she shall be paid one additional day spay in accordance with subsection **20.02** (a).



(b) Notwithstanding the provisions of subsection 20.03 (a), a full-time employee may elect, as an alternative to receiving holiday pay and provided she works her basic hours for the day, to be granted a holiday with pay at a time convenient to the employee and the Company. If the employee has not been granted such holiday within 12 months of the actual holiday she shall be granted holiday pay.

**20.04** Where Christmas Day and New Year's Day fall on a Sunday and the holiday is observed on Monday, an employee working on the day observed as the holiday shall be paid, in addition to holiday pay, time and one-half for time worked. (Payment for time worked on Sunday, December 25th and Sunday, January 1st, is covered in sections 18.13, 18.14 and 18.15).

**20.05** Where Boxing Day falls on a Monday and the holiday is observed on Tuesday, and employee working on the day observed as the holiday shall be paid, in addition to holiday pay, time and one-half for the time worked.

**20.06** Where an employee is not scheduled to work on a holiday, except as provided in section 20.07, a regular relief day shall not be assigned on the holiday.

**20.07** In establishments which are closed on Saturdays, an employee who is not scheduled to work on an authorized holiday falling on Saturday shall be granted another day off with pay at a time determined by the Company.

#### **Days off With Pay**

**20.08** An employee in the employ of the Company on the 20th of December, with the exception of an employee who is on an unpaid leave of absence in excess of two

+2 ~~weeks~~ and not covered under Article 32 of this Agreement, shall be granted ~~two days off with pay in the~~ period from the 20th of December of the current year to the last day of April of the following year. Once scheduled, the days off shall not be rescheduled unless the employee so agrees.

**20.09** Where an employee cannot be granted one or both days off in accordance with the provisions of section 20.08, the employee shall be paid one additional day's pay in accordance with subsection 20.02 (a) or 20.02 (b) for each day off she was unable to take.

**20.10** An employee in the employ of the Company on her birthday shall be granted a day off with pay on that day. Where an employee is not scheduled to work on her birthday, a regular relief day shall not be assigned on that day.

**20.11** An employee required to work on her birthday shall be paid in accordance with the provisions of section 20.03.

## ARTICLE 21 - VACATIONS

### NOTE:

Notwithstanding the provisions of this Article set out below, an employee's entitlement to vacation with pay for a calendar year during which an employee takes a leave of absence with net credited service (except a leave granted under Article 32), shall be as determined by the terms and conditions of the leave.

**21.01** An employee, in the year she is engaged or re-engaged, shall be entitled to one day of vacation with pay for each month of service completed in that calendar year, up to a limit of ten days of vacation with pay.

For purposes of this section:

(a) For an employee engaged or re-engaged on or before the fifteenth of the month, service shall be counted from the first day of that month.

(b) For an employee engaged or re-engaged on or after the sixteenth day of the month, service shall be counted from the first day of the month following.

**21.02** An employee, in the years subsequent to her year of engagement or re-engagement, shall first become entitled to avacation with pay in accordance with the table below, in the year in which she is to complete the required number of years of service:

<u>Years of Net Credited Service</u>	<u>54</u>	<u>Week of Vacation</u>
1	01-03	3*
10	10-04	4*
18	18-05	5*
25	25-06	6**

\* At least one week of which must be taken outside the period June through September.

\*\* At least two weeks of which must be taken outside the period June through September.

**21.03** An employee shall be granted one week's vacation in addition to those provided in section 21.02 in the year she is to complete 30 years of net credited service. This week may be banked in accordance with section 21.04.

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**21.04** An employee entitled to four or more weeks of vacation shall be permitted to "bank" one week per year up to a maximum of four such weeks. Any or all of the "banked" weeks may be taken at any subsequent time in the months of January, February, March, April, May, October, November or December. The rate of pay that shall apply to a banked week shall be the rate of pay which was in effect at the end of April of the year following that in which the "banked" week was earned.

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**21.05** An employee entitled to more than three weeks' vacation, may request that she be granted pay for any or all weeks of entitlement in excess of three weeks, in lieu of actually taking such vacation. Granting such a request will be at the Company's discretion.

**21.06** All vacations are for a full calendar year. Except as provided in section 21.04 the vacation for a particular year may be scheduled during the period of January 1st of that year, to the end of April of the following year, it being understood that vacation entitlement is determined in accordance with net credited service in the year for which the vacation is given.

**21.07** (a) The minimum number of employees in an office that will be permitted on vacation at one time during the period June through September shall be as follows:

<b>Number of Regular Employees per Office, as of November 1 st of the Year prior to the Vacation Year</b>	<b>Minimum Number of Employees</b>
1 - 9	1
10 - 16	2
17 - 23	3
24 - 37	4

(b) where an office comprises **38** Regular employees or more, as of November 1st of the year prior to the vacation year, the minimum number of employees in that office who will be permitted on vacation at one time during the period June through September will be set at **12%** of the Regular employees in that office **as** of November 1st of the year prior to the vacation year.

**21.08** Notwithstanding the provisions of section **21.07**, the Company may, for a maximum of 2 weeks during the period of June through September, reduce the minimum number of employees to be permitted on vacation at one time in an office. Where the number of employees permitted on vacation is so reduced, the Company shall increase the minimum number of employees to be permitted on vacation at one time in an office, so that the total increase will occur at a time selected by the Company within the periods shown below and shall be equal to the number by which, the minimum number of employees permitted on vacation at one time under section **21.07** was reduced.

<b><u>Minimum Number of Employees Reduced During Week(s) In</u></b>	<b><u>Period During which Increase Occurs</u></b>
June	June or July
July	July or August
August	July or August
September	August or September

For the purposes of sections **21.07** and **21.08**, a calendar week shall be considered to be in the month in which the Wednesday of that week falls.

**21.09** In the year she is to complete 5 years of net credited service and in each of the subsequent years, an employee, who so requests it, is entitled to a minimum of one week of vacation during the period of June through September.

**21.10** Notwithstanding the provisions of section **21.02**, an employee shall only be entitled to a vacation with pay in accordance with the following:

(a) her full vacation if she completes six months of service during such year, or

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

**21.11** Where a holiday falls on a day of the annual vacation, an employee shall be entitled to an additional day off with pay in lieu of the holiday. The additional day, or days, may be granted at the beginning, or end, of the

annual vacation, or at some other time, as work conditions permit, due attention being given to the request of the individual employee.

**21.12** Except as otherwise provided in section 21.04, an employee may take two vacations, or portions of them, consecutively with the approval of her immediate manager, and within the scheduling constraints of section 21.06.

**21.13** (a) An employee shall be paid during vacation at her basic rate of pay determined in accordance with Company practices; but vacation pay for an employee each year shall not be less than 2% of her earnings for the calendar year for which the vacation is given for each week of vacation.

(b) The percentage level of vacation pay an employee is entitled to on February 11, 1991 on any difference between her earnings in the calendar year for which the vacation is given and her basic pay for this calendar year in accordance with the provisions of subsection 21.13 (a), shall remain unchanged.

(c) Notwithstanding the provisions of subsection 21.13 (a), an employee who is engaged or placed into this bargaining unit on or after February 11, 1991 shall be paid during vacation at her basic rate of pay determined in accordance with Company practices; but vacation pay for an employee each year shall not be less than 2% of her basic rate of pay in the calendar year for which the vacation is given for each week of vacation;

and in addition,

(i) if the employee has less than six (6) years net credited service she shall also receive 4% on any difference between her earnings in the calendar year for which the vacation is given and her basic pay for this calendar year

or

(ii) if an employee has six (6) or more years net credited service she shall also receive 6% on any difference between her earnings in the calendar year for which the vacation is given and her basic pay for this calendar year.

**21.14** Vacation schedules shall be so arranged as to cause, in the judgment of the Company, the least possible interference with efficient performance of the work. In general, vacations shall commence at the beginning of the calendar week.

#### **Scheduling of Vacations**

**21.15** Seniority for the purposes of choosing vacations from the Company's schedule shall apply by employee classification in the following order: first the regular full-time employees, then the regular part-time employees, then the temporary full-time employees, then the temporary part-time employees. Choice of vacation within the above classifications within each office shall be by seniority, subject only to service requirements.

**21.16** An employee before proceeding on a vacation of one week or more may request an advance payment in accordance with Company practices for each of the pay days on which she will be on vacation.



**21.17** Where an employee is taken ill or meets with an accident before leaving work on the last scheduled day of work preceding the vacation, and is prevented from taking the vacation, the Company shall, if the employee so requests, ~~re-schedule~~ the vacation at a later date in the calendar year for which the vacation is given, or by the end of April of the following year.

**21.18** Where a calendar week falls partly in a month in which the number of weeks of vacation which may be taken is restricted, such calendar week shall be considered to be in the month in which the Wednesday of that week falls. **This same** interpretation shall apply in determining the end of April for scheduling, under the provisions of section **21.06** and for rescheduling under the provisions of section **21.17**.

#### **Pay In Lieu of Vacation**

**21.19** An employee who resigns, is laid off, is dismissed, whose employment is terminated or whose work is completed, shall be granted pay in lieu of vacation in accordance with the following sections.

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

**21.21** An ~~employee~~ with one or more years of net credited service who works six months or more in the calendar year to which the vacation applies shall be granted the greater of:

(a) Three weeks' pay if her service is less than 10 years; four weeks' pay if her service is 10 years or more but less than 18 years; five weeks' pay if her service is 18 years or more but less than 25 years; six weeks' pay if her service is 25 years or more, all at her basic rate of pay if a Full-Time employee or a pro-rata proportion if a Part-Time employee,

or

(b) 2% of the employee's earnings for the current calendar year, for each week of vacation.

(c) The percentage level of pay in lieu of vacation an employee is entitled to on February 11, 1991 on any difference between her earnings in the calendar year for which the vacation is given and her basic pay for this calendar year in accordance with the provisions of subsection 21.21 (b), shall remain unchanged.

**21.22** Notwithstanding the provisions of section 21.21, an employee who is engaged or placed into this bargaining unit on or after February 11, 1991, who has one or more years of net credited service and who works six months or more in the year of separation shall be granted pay in lieu of vacation as follows:

(a) Three weeks' pay if her service is less than 10 years; four weeks' pay if her service is 10 years or more but less than 18 years; five weeks' pay if her service is 18 years or more but less than 25 years; six weeks' pay if her service is 25 years or more, all at her basic rate of pay if a full-time employee or a pro-rata proportion if a part-time employee,

and in addition,

(b) (i) if the employee has less than six (6) years net credited service she shall also receive 4% on any difference between her earnings in the calendar year for which the vacation is given and her basic pay for this calendar year

or

(ii) if the employee has six (6) or more years net credited service she shall also receive 6% on any difference between her earnings in the calendar year for which the vacation is given and her basic pay for this calendar year.

**21.23** An employee with one or more years of net credited service who works less than six months in the calendar year to which the vacation applies shall be granted, in addition to pay in lieu of vacation for any vacation applicable to the previous calendar year not already taken, the greater of:

(a) One weeks pay at her basic rate of pay if a full-time employee or a pro-rata proportion if a part-time employee,

or

(b) 2% of the employee's earnings for the current calendar year, for each week of vacation.

**21.24** The amount of pay in lieu of vacation to be granted in accordance with sections 21.21, 21.22 and 21.23 shall be reduced by the amount of the pay applicable to any part of the vacation for the applicable calendar year taken by the employee before she left the Company's service.

## ARTICLE 22 - TRANSFERS

### Permanent Transfer

**22.01** For purposes of this Article, permanent transfer shall mean the transfer of an employee for the purpose of filling a vacancy in an existing job classification or newly created job classification within the bargaining unit, on the basis that the employee will be required by the Company to report to another office in the same locality or another locality for a period of more than 90 days.

**22.02** When possible, the Company shall give 30 days' notice to an employee who is being permanently transferred at the Company's request.

**22.03** Where at the Company's request, an employee is transferred on a permanent basis to another locality, the Company agrees to reimburse such employee for expenses incurred in accordance with Company regulations governing moving and relocation expenses incident to employee transfers.

**22.04** In the selection of an employee for permanent transfer to another office or locality, the Company shall first give consideration to applicable 912D applications, and then to the most senior employee in the office from which the transfer is to be made who will transfer voluntarily. In the event of a permanent involuntary transfer to another office or locality, the employee with the least seniority from the office from which a transfer is to be made shall be selected.

**22.05** An employee who is permanently transferred at the request of the Company shall retain the same classification which applied immediately before the transfer provided, however, that an employee may be

reclassified at her new work location if she so requests and it is possible to offer work in that classification at the locality to which she is transferred.

### **Temporary Transfer**

**22.06** Temporary transfer shall mean the transfer of an employee on the basis that the employee will be required by the Company to report to another office in the same locality or another locality for a period of not less than one session and not more than 90 days.

**22.07** (a) An employee shall work, during the remaining days in the week in which she was temporarily transferred, the tours of duty she was scheduled to work immediately prior to the temporary transfer.

(b) Notwithstanding the provisions of section 10.06, an employee shall work, during the second week of a temporary transfer, the tours of duty she would have been scheduled to work in the office from which she was temporarily transferred.

**22.08** Wherever possible, seven days' notice shall be given to an employee who is being temporarily transferred at the Company's request and is to report to another office in another locality. An employee transferred with less than seven days' notice shall be paid at the rate of one-half time extra for the basic hours of work for each day of the balance of the seven day period worked in the distant locality.

**22.09** In the selection of an employee for a temporary transfer which is expected by the Company to be in excess of two weeks, the Company will first give consideration to the most senior employee in the office from which the transfer is to be made, who will transfer voluntarily and who has the necessary qualifications.

**22.10** In the event that there is no volunteer, as provided in section **22.09**, the employee with the least seniority from the office from which the transfer is to be made, and who has the necessary qualifications, shall be selected.

**22.11** An employee temporarily transferred at the request of the Company shall retain the same classification which applied immediately prior to transfer.

#### **Notice to the Union**

**22.12** Where at the Company's request an employee is transferred to another office or location, the Company agrees, except in the case of a temporary transfer of less than five days, to advise the Union Stewards in the offices concerned in writing immediately before the employee is advised.

#### **Travel Allowance and Transportation Expenses**

##### **Permanent Transfers**

**22.13** (a) Where, at the Company's request, an employee is permanently transferred to another office in the same locality and travels daily on her own time, she shall be paid travel allowance in accordance with subsection **22.15** (a) for the 120 days following the first day she reports to that office.

(b) Where, at the Company's request, an employee is permanently transferred to another office in another locality and travels daily on her own time and where no moving and relocation expenses are paid to the employee under section **22.03**, she shall be paid travel allowance in accordance with subsection **22.15** (a) for the 120 days following the first day she reports to that office.

### Temporary Transfers

**22.14** (a) Where, at the Company's request, an employee is temporarily transferred to another office in the same locality and travels daily on her own time, she shall be paid travel allowance in accordance with subsection 22.15 (a).

(b) Where, at the Company's request, an employee is temporarily transferred to another office in another locality, she shall be paid:

- (i) if she travels by the means of transportation determined by the Company, transportation expenses incurred, as approved by the Company and in accordance with Company practices, or,
- (ii) if the employee so requests and provides a means of transportation other than the one determined by the Company to travel daily on her own time, travel allowance in accordance with subsection 22.15 (a).

**22.15** (a) Travel allowance shall be paid, subject to the conditions set out in sections 22.13 or 22.14 from the employee's regular work location to her new work location, as follows:

<u>AIRLINE DISTANCE FROM OFFICE</u>	<u>DAILY TRAVEL ALLOWANCE</u>
More than 2 but less than 7 km	\$ 9.58
7 or more but less than 15 km	12.50
15 or more but less than 30 km	18.00
each additional 1 km	0.56

(b) Where the tour of duty starts and ends at different locations, travel allowance will be computed on the longer of the two distances.

**22.16** The provisions of sections 22.13 and 22.14 shall not apply to an employee who is provided with taxi transportation, or an equivalent means of transportation under the conditions set out in section 24.01 of this Agreement.

#### **Living Expenses**

**22.17** Where an employee is required to travel on Company business and to remain away from home overnight, she shall receive living expenses as follows:

(a) Reasonable and actual expenses for satisfactory, single occupancy room where it is available, and

(b) A per diem allowance of

(i) \$40.00 per calendar day,

if the employee is away for a full calendar day,

or



- (ii) **\$8.10** if away over the breakfast period,  
**\$10.75** if away over the lunch period,  
and **\$21.15** if away over the dinner  
period,

if the employee is away for less than a full calendar day.

(c) The per diem allowance referred to in subsection 22.17 (b) shall cover all expenses incurred by an employee who is required to travel on Company business except for local transportation and as otherwise specifically provided in this Article.

**22.18** An employee on a job assignment who is receiving living expenses, shall be entitled to a trip to and from her home once every week. Such employee shall be paid on a straight time basis for travel time required by commercial transport to the extent that such time is outside the time paid for work on that day. In addition, she shall be paid for transportation expenses.

**22.19** The Company will pay for one telephone call of reasonable length to such employee's home per day to a maximum of three per week.

#### **Request for Employee initiated Job Change**

**22.20** (a) (i) An employee wishing to apply for another job or to be relocated at another office or location, other than as provided for in sections 10.08 to 10.11 inclusive, shall complete a "Form 912D" and forward it to the appropriate Regional Employment Centre. The Employment Centre shall forward one copy to the employee concerned and one to the office of the National Union. The remaining copies shall be kept on file for

consideration by the Company in the filling of job openings, it being expressly understood that requests will only be considered for employees whose performance on their existing job meets job requirements.

(ii) An employee may have a maximum of six (6) active 912D applications in accordance with the provisions of subsections 22.20 (a) (i) and 22.22, at any one time. A maximum of four (4) of these applications may be within the bargaining unit.

(b) An Operator Services office which is to be affected by the introduction of a technological change as provided in Article 16 shall be deemed not to have any job openings from the time the Union has been notified of the technological change.

(c) The candidate to fill each Regular (Full-Time) job opening must be selected in the following order:

- (i) a person placed or reclassified in accordance with the provisions of section 10.13;
- (ii) a returning Company employee who has been outside the bargaining unit for a period of less than 12 months;
- (iii) a 912D applicant, where that employee has more seniority than any Regular (Part-Time) employee desirous of reclassification in that office or establishment;
- (iv) the most senior Regular (Part-Time) employee desirous of reclassification in

that office (or system, as applicable) or establishment, in accordance with the provisions of sections 10.16 and 10.17;

- (v) an employee reclassified in accordance with the provisions of section 18.05;
- (vi) 912B applicant;
- (vii) 912C applicant;
- (viii) any other person.

(d) From among the 912D applicants, candidates are to be selected on the basis of the most senior from among those who are qualified, in the following order in the case of an Operator position:

- (i) from employees in the position of Operator,
- (ii) from Dining Service employees

and in the following order in the case of a Dining Service Attendant position:

- (i) from Dining Service employees,
- (ii) from Operator Services Matrons.

(e) From among 912B or 912C applicants, candidates are to be selected on the basis of the most senior among those who are qualified.

(f) It is understood that service requirements may prevent a successful applicant from immediately

assuming a job for which she has applied; nevertheless, the date an applicant can be released from her current job will not prevent her from being selected to fill a job opening.

(g) Notwithstanding the provisions of sections 10.13, 33.02 and subsection 22.20 (c), the Company may fill a position within the bargaining unit in the following order:

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- (i) for reasons of health or disability affecting a person employed by the Company in any bargaining unit;
  - (ii) where a Company employee returns from another bargaining unit following a placement for reasons of health or disability;
  - (iii) where, in the case of an Operator Services employee, the provisions of the Agreement dealing with Video Display Terminals apply;
  - (iv) where an employee is surplus and to whom the provisions of Article 11 or 16 would apply;
  - (v) where an employee is demoted within the bargaining unit.

(h) The provisions of subsection 22.20 (a) shall not apply to an employee in the 12 months subsequent to her engagement or re-engagement, or in the 12 months subsequent to her appointment to a position resulting from a 912D application.

(i) 912D applications shall lapse, where they have not resulted in the placement of the employee, 24 months after the date of submission of the application. The employee shall be notified two months prior to the lapsing of any 912D application.

**22.21** When a transfer is arranged at the employee's request, the cost of the transfer will be borne entirely by the employee.

**22.22** An employee wishing to apply for a job outside of the bargaining unit shall complete a Form 912D and forward it for consideration to the Regional Employment Centre who shall forward one copy of the application to the employee concerned.

**22.23** When an employee is placed in a position outside of the bargaining unit as a result of a 912D application, the cost of the relocation will be borne entirely by the employee.

**22.24** A policy grievance may be submitted by the Union in accordance with section 14.16 relating to the interpretation, application, administration or alleged violation of subsections 22.20 (c) (vi) and (vii).

**ARTICLE 23 - DAILY DIFFERENTIALS**

**23.01** Daily differentials shall be provided to employees who qualify in accordance with the terms of this Article, but shall not be included in payments for absence.

**Daily Tour Differentials**

**23.02** Daily tour differentials shall be paid to employees in accordance with the tables below but shall not be paid for work qualifying as daily overtime. Employees scheduled to work evening tours ending on the quarter hour shall receive the differential shown for the tour ending on the next later hour or half-hour.

(a) Operator Services Tours ending	Sun. to Fri.	Sat.
18 30 - 20 00 h	\$ .88	\$1.29
20 30 - 21 00 h	1.40	1.99
21 30 - 22 00 h	1.64	2.51
22 30 - 23 30 h	1.52	2.34
24 00 - 00 30 h	1.52	2.34
01 00 - 02 00 h	1.64	2.86
* 02 30 - 03 00 h	2.10	2.86

\* Special late evening tours to be used 24, 25, 31 December and 1 January only.

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<b>(b) Dining Service Tours ending</b>	<b>Sun. to Fri.</b>	<b>Sat.</b>
	\$ .88	
20 30 - 21 00 h	1.40	\$1.29
21 30 - 22 00 h	1.64	1.99
22 30 - 24 00 h	1.87	2.69

<b>(c) Operator Services and Dining Service</b>	<b>Sun. to Fri.</b>	<b>Sat.</b>
(i) Tours beginning before 07 00 h	\$ .82	\$ .82
(ii) Night Tours	2.92	3.56
(iii) Split Tours (in addition to differential specified above)		

	<b>Sun. to Sat.</b>
Montreal & Toronto	\$2.10
The following localities:	1.46

Brampton  
Brantford  
Chicoutimi  
Cornwall  
Guelph  
Hamilton  
Hull  
Kingston  
Kitchener  
London  
Niagara Falls  
Oakville

Oshawa  
O t t a w a  
Peterborough  
Quebec  
St. Catharines  
Sarnia  
Sault Ste. Marie  
Sherbrooke  
Sudbury  
Thunder Bay  
Trois-Rivières  
Windsor

**Job Differentials -  
Operator Services**

**23.03** Service Assistants or Senior Operator Services Clerks may be assigned "in charge" duties, as required. They shall be paid \$0.50 per hour, or part thereof, when so assigned.

**23.04** As an exception to section 23.03, in charge duties may be assigned to a bargaining unit employee other than a Service Assistant or a Senior Operator Services Clerk, but only:

- (a) during the night tour, or
- (b) in the event of an unforeseen contingency.

**23.05** Such employee shall be paid a differential of \$2.50 per session if there are six or more Operators scheduled to work, or \$1.25 per session if there are five Operators or less scheduled to work during the relevant session.



**23.06** Where there is no management employee, Service Assistant, or other bargaining unit employee in charge, an operator shall be assigned set calls, provided that the aggregate period of such assignments does not exceed six (6) hours per office per day and that any one assignment is less than two hours. An operator assigned to set calls shall be paid a differential of \$1 .00 per hour or any part thereof.

**23.07** An operator assigned to the clerical function for less than five days in a calendar week shall be paid a differential of \$2.00 per session or any part thereof.

**23.08** An operator assigned to carry out PBX instruction shall be paid a differential of \$4.00 per day or any part thereof.

**"In-Charge" Differential-  
Dining Service**

**23.09** An "In-Charge" differential of \$2.00 per tour shall be paid to certain Dining Service employees in accordance with the following:

(a) Dining Service Attendants who direct the work of from one to three other employees.

(b) Senior Dining Service Attendants, Cooks, and Senior Cooks who direct the work of four or more other employees.

**Meal Provision - Dining Service**

**23.10** Two meals shall be provided daily to Dining Service employees who work more than a half tour of duty

and one meal shall be provided daily to Dining Service employees who work only one half tour of duty. Such meals shall be provided in the Company cafeteria.

**23.11** On relief periods other than those where meals are provided, employees will be provided with a hot or cold beverage.

## **ARTICLE 24 - TRANSPORTATION**

### **Late Evening Assignments**

**24.01** An employee whose work assignment ends after 23:00 h and before 06:30 h. shall, if she so desires, be provided with taxi transportation, or an equivalent means of transportation, of the Company's choosing, to her usual place of residence if such residence is no more than ten miles beyond the recognized municipal limits of the municipality where the employee's office is located or to a point ten miles beyond the said municipal limits if her usual place of residence is beyond that distance.

**24.02** Where demographic conditions indicate a different demarcation of boundaries than outlined in section 24.01, such demarcation may be established locally by the Company.

### **Failure of Public Transportation**

**24.03** In the event of a failure in public transportation, when in Management's judgment service protection considerations require that special transportation arrangements be made, the Company agrees to provide the Union with information concerning such arrangements.

**ARTICLE 25 - SICKNESS ABSENCE AND BENEFITS**

**25.01** The Company shall maintain for the duration of this Agreement, insofar as it applies to the employees covered by this Agreement, the program of benefits provided under the following Plans:

- the Pension Plan
- the Disability Benefit Plan *74/999998*
- the Transition Benefit Plan
- the Long Term Disability Income Plan *9193SR*  
*7510679992*
- the Comprehensive Medical Expense Plan *7015*  
*999*
- the Vision Care Plan *7010/999*  
*999*
- the Dental Plan *7012/9 99119*

This undertaking applies to these Plans as they exist at the date of signing of this Agreement, as well as to any improvements made to them during the term of this Agreement and applicable to the employees covered by this Agreement.

**25.02** At least 30 days prior to modifying any of the Plans listed in section 25.01, the Company shall inform the Union of the changes to be implemented and request representation in that respect.

**25.03** For the duration of this Collective Agreement and insofar as they apply to the employees covered by this Agreement, the Plans listed in section 25.01 shall not be modified, except with the consent of the Union, which shall not be unreasonably withheld.

**25.04** For the employees covered by this Agreement, the Company agrees, during the term of this Agreement, not to increase the level of contributions payable under the Basic Group Life plan (Policy 50613 G), the Optional Group Life-Fixed Premium and the Primary Survivor Income Benefit, nor to reduce the level of insurance coverage under said Plans, except that if the actuaries responsible for the funding of the said Plans or the insurance carriers, as appropriate, insurers' actuaries determine that an adjustment in the required contributions is necessary, the Company may, after consultation with the Union, adjust accordingly the contributions payable by the employee.

**25.05** Notwithstanding the provisions of section 25.03 and 25.04 above, should legislation or regulation affect any of the Plans, the Company shall retain its right to adjust the benefit levels of the Plans as required and in accordance with legislation or regulation. Such adjustments shall not reduce the aggregate level of benefits available to the employees covered by the Collective Agreement.

#### **Sickness Absence**

**25.06** An employee who is excused from her work assignments for the reasons that follow, shall be paid at her basic rate of pay if a full-time employee, or a pro-rata proportion if a part-time employee, in accordance with the following provisions and conditions.

**Absence due to Sickness or  
Quarantine prior to the Eighth  
Full Calendar Day of Absence**

**25.07** An employee who is absent on account of sickness or quarantine, and who has six months' or more net credited service, shall be paid for continuous absence from scheduled assignments, exclusive of scheduled overtime not worked, prior to the eighth full calendar day of such absence, depending on the employee's net credited service on the first full calendar day of such absence, as follows: 7 3 / 9 9 9 9 9

(a) An employee with six months' but less than four years' service shall be paid for that part of the absence in excess of two consecutive sessions;

(b) In the determination of pay treatment in subsection 25.07 (a), a return to work not exceeding two sessions shall not be considered to have interrupted the continuity of the absence, nor the consecutiveness of the sessions of absence. However, for the purpose of determining the eighth full calendar day of absence, any return to work shall interrupt the continuity of the absence.

(c) An employee with four or more years' service shall be paid for the full absence.

**25.08** An employee who is absent from work for part of a scheduled tour, because of sickness or quarantine, shall be paid as follows:

(a) If she has worked more than half her scheduled tour, she shall be paid for the scheduled hours in that tour;

(b) If she has worked less than half her scheduled tour, she shall be paid for her scheduled hours in that session;

(c) The amount to be paid pursuant to subsections 25.08 (a) or (b) does not include differentials or premiums.

#### **On-Duty Injury Absence**

**25.09** Where an employee receives disabling injuries in an on-duty accident, pay for the day on which the accident occurs shall be for the time the employee is scheduled to work, exclusive of scheduled overtime not worked.

#### **Medical Examination**

**25.10** (a) An employee who is absent from duty at the request of the Company in order to visit a doctor for medical examination, or

(b) An employee who has been on War Service in Her Majesty's Canadian Forces and who is requested by a Government Department (Canadian or Provincial) to take a medical examination,

shall be entitled to pay during the necessary time off from duty.

**ARTICLE 26 - MISCELLANEOUS WORKING  
CONDITIONS**

**Elections**

**26.01** An employee who is qualified elector shall be permitted to take time off with pay to the extent necessary to meet legal requirements for the purpose of attending a polling station to vote.

**Absence For Other Reasons**

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**26.02** (a) Absence for reasons other than those enumerated in this Agreement may be granted with or without pay at the discretion of the Company.

(b) It is recognized that family emergencies occur which necessitate an employee's absence. Subject to local procedures to be developed jointly, the Company will attempt to minimize the financial impact of such absences by the granting of paid time owing to the employee. It is understood that time off for family emergencies is to attend to immediate responsibilities and the employee will make every reasonable effort to return to work as soon as possible.

**Use of Company Vehicles**

**26.03** Where, on any day, a PBX instructor is required to use a Company vehicle, she shall be paid on that day from the time she takes possession of the vehicle until the time she returns it to the Company.

**ARTICLE 27 - EMPLOYEE AND UNION  
INFORMATION**

**Employee Information**

**27.01** The Company agrees to supply, at its own expense, to each employee, a copy of the **Collective Agreement**, in both English and French, bound in one volume.

**Union Information**

**27.02** The Company agrees to send, on March 15 of each year, to the designated Officer of the National Union, a list of home addresses as shown on **Company** records of all employees in the bargaining unit. **The** home addresses of employees who object to their release shall be omitted from that list.

**27.03** The Union shall, no later than February 1 of each year, inform in writing the Director of Industrial Relations, of the name, occupation and work location of the employees who object to the release of this information by the Company. The Union **recognizes** its full responsibility in that respect.

**27.04** The Union will save the Company harmless from any and all causes of actions or claims which may be made against it by any **employee**, or on behalf of any **employee**, or employees as a **result** of the release of home **addresses** to the Union.



## ARTICLE 28 - BULLETIN BOARDS

**28.01** The Company agrees to make available to the Union, on request, reasonable bulletin board space for the posting of Union notices or reports for the information of Union members.

**28.02** The Union agrees that nothing contrary to the spirit and intent of this Agreement shall be posted.

## ARTICLE 29 - RESPONSIBLE RELATIONSHIP

**29.01** The Company and the Union recognize that it is in the best interest of both parties, the employees and public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves the Company and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly, in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the bargaining unit.

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## ARTICLE 30 - WITNESS AND JURY DUTY

**30.01** A regular or temporary employee who is absent from a scheduled assignment because of jury duty, or for service as witness under subpoena, shall be granted pay for the necessary absence from duty.

**30.02** An employee shall report for regular duties when temporarily or finally excused from such attendance at Court.

**30.03** Notwithstanding the provisions of sections 10.06 and 10.07, when an employee is assigned to work a tour of duty which does not correspond to her period of attendance at Court in accordance with section 30.01, the Company shall, if the employee so requests, change her tour of duty accordingly on each day for which her attendance at Court is required.

**30.04** An employee acting as a voluntary witness shall not be paid for any absence occasioned thereby.

*C 31A*  
ARTICLE 31 - BEREAVEMENT LEAVE

**31.01** An employee shall be granted, in the event of the death of her spouse, common law spouse, son or daughter, bereavement leave with pay from any of her scheduled tours of duty that occur during the five days immediately following the day of death.

**31.02** An employee shall be granted, in the event of the death of her father, mother, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, or other relative residing in the same permanent residence as does the employee, bereavement leave with pay from her scheduled tour of duty for any necessary period, not exceeding three days.

**31.03** The Company shall extend the period of bereavement leave with pay provided in sections 31.01 and 31.02 to one week where it is necessary for the employee to leave the city in which she is employed and travel at least 200 kilometers.

**ARTICLE 32 - LEAVE FOR EMPLOYEES WITH CHILD CARE RESPONSIBILITIES**

**Maternity Leave**

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**32.01** An employee who has completed six (6) consecutive months of continuous employment with the Company shall be granted a maternity leave without pay of up to seventeen (17) weeks, which leave may begin not earlier than eleven (11) weeks prior to the estimated date of delivery and end not later than seventeen (17) weeks from the date of commencement of the leave of absence.

**32.02** Where agreed to by the employee and the Company, the Company may permit the employee to resume work before the expiration of the six (6) week period immediately following the date of delivery if the employee provides the Company with a certificate of a duly qualified medical practitioner certifying that resumption of employment will not, in her opinion, endanger the health of the employee.

**Parental Leave**

**32.03** An employee who has completed six (6) consecutive months of continuous employment with the Company shall be granted a parental leave without pay as follows:

(a) where an employee has or will have the actual care and custody of a new-born child, the employee shall be granted a leave of up to twenty-six (26) weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care; and

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(b) where an employee is adopting a child, the employee shall be granted a leave of up to twenty-six (26) weeks in the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.

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017

**32.04** For an employee eligible to a leave as provided under subsection 32.03 (b), a supplementary adoption leave without pay of up to seventeen (17) weeks is available and shall be granted upon request. This leave may begin not earlier than eleven (11) weeks prior to the estimated date on which the child is to come into the employee's care and end within the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.

**General**

**32.05** The employee shall complete and submit to the Company a written application, with documentation as required by the Company, for leave without pay under this Article at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence such leave. Where circumstances preclude submission of the application four (4) weeks before commencement of the leave, the leave will not be unreasonably denied.

**32.06** An employee who applies for a leave without pay under this Article but whose application is not in every respect in accordance with the conditions provided in sections 32.01, 32.03, 32.04 and 32.05, as applicable, may, at the discretion of, and under such circumstances as may be prescribed by the Company, be granted a leave of absence, but such leave will not carry a guarantee of re-engagement.

**32.07** An employee who wishes to resume employment on expiration of a leave granted pursuant to section 32.01, 32.03 or 32.04 shall be reinstated in the position occupied by the employee at the time such leave commenced. However, to be entitled to re-engagement, an employee must present herself for re-engagement in the Company on the first working day following the expiry of the leave, or (where applicable) the first working day following the expiry of the leave plus the number of the days between the estimated date of confinement and the actual date of confinement if the latter is later, and provide medical certification of that date.

**32.08** Provided an employee reports for work and resumes employment as provided under section 32.07, the employee will be credited with seniority for the period of the leave(s).

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**Supplemental Allowance Plan**

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**32.09** A regular employee who has been granted a maternity leave under section 32.01 or a parental leave (for adoption) under subsection 32.03 (b) and provides the Company with proof of application and eligibility to receive unemployment insurance benefits, shall be paid a Supplemental Allowance in accordance with the provisions of sections 32.10, 32.11, 32.12 and 32.13.

**32.10** To be eligible, the employee shall sign an agreement with the Company providing

(a) to return to work and remain in the Company's employ for a period of at least six (6) months after such return to work,

(b) to return to work on the date of the expiry of her maternity leave provided under section 32.01 or parental leave provided under section 32.03, and

(c) that the employee recognizes indebtedness to the Company for the amount received as a Supplemental Allowance should the conditions provided in subsections 32.10 (a) and (b) not be satisfied.

**32.11** In respect of the period of maternity leave granted under section 32.01, payments made according to the Supplemental Allowance Plan will consist of the following:

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*115025 SR* (a) for the first two weeks, nil payment;

(b) for up to the next fifteen (15) weeks, payments as provided in Appendix D.

**32.12** In respect of the period of parental leave (for adoption) granted under subsection 32.03 (b), payments as provided in Appendix D according to the Supplemental Allowance Plan will be made for up to ten (10) weeks.

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**32.13** In the event that legislation is enacted that provides additional unemployment insurance (other than increases in the maximum standard benefits) or any other payment of salary during the period an employee is receiving the Supplemental Allowance provided in sections 32.11 or 32.12, the amount that the employee is entitled to receive as provided in Appendix D shall be decreased by the amount she would be entitled to receive as a result of such additional unemployment insurance or other payment.

**32.14** An employee who has been granted maternity leave or adoption leave and who, before the expiration of the leave granted under this Article has decided that she

will not resume work on completion of such leave, shall advise the Company, in writing, of her decision at the earliest possible date.

### ARTICLE 33 - EMPLOYMENT EQUITY

**33.01** (a) The Company and the Union recognize the need to achieve equality in the workplace and to provide disabled employees with reasonable accommodation, without undue hardship, whenever possible, so that no person shall be denied employment opportunities for reasons unrelated to ability.

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

**33.02** To give effect to the principle that equal opportunity in employment for women, aboriginal peoples, persons with disabilities and persons who are, because of their race or colour, in a visible minority in Canada, means more than treating persons in the same way but also requires special measures and the accommodation of differences, the parties agree that:

(a) Notwithstanding the provisions of Article 10 and subsection 22.20 (c), the Company may, effective January 1 of each year, in each twelve (12) month period, fill up to two (2) job openings in each district of the Company, for the purpose of Employment Equity, in lieu of granting a 912D application. Job openings shall be filled in the order provided in subsections 22.20 (c) (vi) and (vii) and in accordance with the provisions of subsection 22.20 (e).



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

**33.03** A policy grievance may be submitted by the Union in accordance with section 14.16 relating to the interpretation, application, administration or alleged violation of section 33.02.

#### **ARTICLE 34 - BARGAINING PROCEDURE**

**34.01** All negotiations with a view to the completion of a Collective Agreement or to effecting changes or modifications in this Agreement shall be conducted between the authorized Bargaining Representatives of the Union on the one hand and the designated Bargaining Representatives of the Company on the other.

**34.02** No agreement resulting from collective bargaining as herein provided shall be deemed to have been concluded until it is reduced to writing and signed by the authorized Bargaining Representatives on behalf of the Union and by the designated Bargaining Representatives of the Company and an agreement so signed shall take effect as and from the effective date specified therein.

**34.03** Meetings between the authorized Bargaining Representatives of the Union and the designated Bargaining Representatives of the Company shall be held as required, on reasonable notice by either party.

**34.04** The number of employees of the Company to be authorized as Bargaining Representatives of the Union shall not exceed six.



**34.05** The Company agrees that it will bear all costs for simultaneous translation during consultative and bargaining meetings but, in the latter case, only until the **expiry** date of the Collective Agreement or the date that conciliation assistance is requested, whichever is later, at which time said expenses shall be borne by the parties in equal shares.

**ARTICLE 35 - COST OF LIVING ALLOWANCE**

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**35.01** If the June 1992 Consumer Price Index (C.P.I.) exceeds the C.P.I. for June 1991 by more than 6.4%, then all basic rates of pay in effect at August 31, 1992 will be increased effective September 1, 1992 by a percentage figure equal to the difference between:

(a) the percentage by which the June 1992 C.P.I. exceeds the June 1991 C.P.I.

and

(b) 6.4%

**35.02** If the June 1993 Consumer Price Index (C.P.I.) exceeds the C.P.I. for June 1992 by more than 6.4%, then all basic rates of pay in effect at August 31, 1993 will be increased effective September 1, 1993 by a percentage figure equal to the difference between:

(a) the **percentage** by which the June 1993 C.P.I. exceeds the June 1992 C.P.I.

and

(b) 6.4%



**35.03** The Consumer Price Index used for the formula in sections 35.01 and 35.02 shall be the C.P.I. - Canada All Items (1986 = 100) as published by Statistics Canada or any successor department or agency.

**35.04** Should the Consumer Price Index be amended or discontinued prior to January 1992, the parties agree to consult to determine a means by which rates of pay will be increased effective September 1, 1992, consistent with the formula in section 35.01.

**35.05** Should the Consumer Price Index be amended or discontinued prior to January 1993, the parties agree to consult to determine a means by which rates of pay will be increased effective September 1, 1993, consistent with the formula in section 35.02.

#### **ARTICLE 36 - DURATION**

**36.01** This Agreement shall become effective on the date of ~~signing~~ except as otherwise herein provided, and shall **remain in full force** and effect up to and including November 24, 1995.

**36.02** Either party to this Agreement may, by written notice given to the other party at least 30 days but not more than 90 days before the ~~expiry~~ of this Agreement, require the other party to commence collective bargaining for the purpose of renewing or revising this Agreement or entering into a new Agreement.

**36.03** Notice shall be sufficient with respect to the Union if addressed to Communications, Energy and Paperworkers Union of Canada, 350 Albert Street, Suite

1900, Ottawa, Ontario K1R 1 A4 and with respect to the Company if addressed to the Secretary of the Company at 1050 Beaver Hall Hill, Montreal, Quebec H2Z 1S4.

#### **ARTICLE 37 - VALIDITY OF AGREEMENT**

**37.01** In the event of any provision of this Agreement or any of the practices established thereby being or being held to be contrary to the provisions of any applicable law now or hereafter enacted, this Agreement shall not be or shall not be deemed to be abrogated but shall be amended so as to make it conform to the requirements of any such law.

**WITNESS CLAUSE**

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 5th day of January 1994.

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

**Bell Canada**

Réjean D. Bercier  
Richard Long  
René Roy  
Janice McClelland  
Odette Gagnon  
Bonnie L. Gibson  
Marg Harbert  
Helene Lavoie  
Diane McLachlan  
Barbara Teasdale

Thomas D. Mullins  
Donna Elliott  
Yvon Leclair  
Stephen R. Bedard  
Harry Bergshoeff  
Micheline Gauthier  
Gene Gravel

OCCUPATIONS

**Operator Services Employees**

Operator

Customer Instructor

Operator Services Office Clerk

**PBX** Instructor

Senior Customer Instructor

Service Analyst

Senior Operator Services Office Clerk

Service Assistant

**Operator Services Matrons**

Matron **Class I**

Matron Class II

Matron Class III

Dining **Service Employees**

Cook

Cook Attendant

Dining Service Attendant

Dining Service Storekeeper

Head Cook

Kitchen Attendant

Senior Cook

Senior Dining Service Attendant

**APPENDIX B**

**LIST OF LOCALITIES ON DATE OF SIGNING**

**Locality**

Alma  
**Barrie**  
**Belleville**  
Bracebridge  
**Brampton**  
**Brantford**  
**Brockville**  
**Chatham**  
**Chicoutimi**  
Cornwall  
**Drummondville**  
Fort Erie  
**Granby**  
**Guelph**  
Hamilton  
Hull  
Huntsville  
**Joliette**  
**Kingston**  
**Kitchener**  
Lindsay  
London  
Montreal  
Newmarket  
Niagara Falls  
North Bay  
**Oakville**  
**Orangeville**  
**Orillia**  
**Oshawa**

**Locality**

**Ottawa**  
Owen Sound  
Parry Sound  
Pembroke  
Peterborough  
**Port Hope**  
Quebec  
**Renfrew**  
**Rivière-du-Loup**  
**St. Catharines**  
**St. Félicien**  
**St. Hyacinthe**  
**St. Jean**  
**St. Jérôme**  
**Sarnia**  
**Sault Ste. Marie**  
**Sherbrooke**  
**Simcoe**  
Smiths Falls  
Stratford  
**Sudbury**  
**Thunder Bay**  
Toronto  
**Trois-Rivières**  
Valleyfield  
**Victoriaville**  
Walkerton  
**Welland**  
Windsor  
Woodstock

Operator Weekly Rates

WEEKLY RATES

Reg.  
Step

1	\$401.43
1a	\$414.34
2	\$428.09
3	\$476.60
4	\$491.26
5	\$524.13
6	\$546.97
7	\$569.95
8	\$647.96

501A  
1  
back

Note: The interval between steps numbered 1 to 2 shall be 3 months. The interval between steps numbered 2 to 8 shall be 6 months.

Operator Services Office Job Differentials  
Weekly Differentials Above Operator's Rate

Service Assistants,  
Senior Operator Services Office Clerks,  
Operator Services Office Clerks,  
PBX Instructors, Senior Customer Instructors,  
Service Analysts

<b>start</b>	<b>\$16.25</b>
<b>6 mos.</b>	<b>\$21.55</b>
<b>12 mos. (max.)</b>	<b>\$33.65</b>

Customer Instructors

<b>start (max.)</b>	<b>\$11.25</b>
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## Operator Services Matrons - Class I

## WEEKLY RATES

<b>Reg. Step</b>	
<b>1</b>	<b>\$359.32</b>
<b>2</b>	<b>\$406.82</b>
<b>3</b>	<b>\$469.29</b>

Note: The interval between steps shall be 6 months.

"Matron Class II" shall be paid a weekly job differential of **\$6.15** over the **corresponding** rate for Matron Class I.

"Matron Class III" shall be paid a **weekly job differential of \$12.35** over the corresponding rate for **Matron Class I**.

## Dining Service Weekly Rates

## Dining Service Attendant

## WEEKLY RATES

Reg.  
step

<b>1</b>	<b>\$375.95</b>
<b>2</b>	<b>\$407.29</b>
<b>3</b>	<b>\$422.06</b>
<b>4</b>	<b>\$469.29</b>

Senior Dining Service Attendant  
(Weekly job differential above Dining  
Service Attendant's rate)

Start	<b>\$ 7.30</b>
<b>6 mos. (max.)</b>	<b>\$14.00</b>

**Kitchen Attendant**

## WEEKLY RATES

**Reg.  
Step**

<b>1</b>	<b>\$373.95</b>
<b>2</b>	<b>\$422.81</b>
<b>3</b>	<b>\$448.62</b>
<b>4</b>	<b>\$507.33</b>

Note: The interval between steps shall be 6 months.

## Dining Service Weekly Rates

## Cook

## WEEKLY RATES

**Reg.  
Step**

<b>1</b>	<b>\$396.28</b>
<b>2</b>	<b>\$442.75</b>
<b>3</b>	<b>\$467.53</b>
<b>4</b>	<b>\$523.94</b>

## Senior Cook

(Weekly job differential above cook's rate)

<b>start</b>	<b>\$12.35</b>
<b>6 mos. (max.)</b>	<b>\$31.20</b>

Cook Attendant  
Dining Service Storekeeper

## WEEKLY RATES

Reg.  
Step

<b>1</b>	<b>\$407.01</b>
<b>2</b>	<b>\$428.44</b>
<b>3</b>	<b>\$478.33</b>
<b>4</b>	<b>\$502.63</b>
<b>5</b>	<b>\$543.41</b>
<b>5a</b>	<b>\$559.78</b>
<b>6</b>	<b>\$586.52</b>

- Step **5a** applicable only to, and maximum for, Dining Service Storekeeper. (Step 5 applicable to Cook Attendant only).

Note: The interval between steps shall be 6 months.

Dining Service Weekly Rates

Head Cook

WEEKLY RATES

<b>Reg. Step</b>	
1	\$443.54
2	\$469.99
3	\$526.88
4	\$555.88
5	\$603.23
6	\$652.22

Note: The interval **between** steps shall be 6 months.

**SUPPLEMENTAL ALLOWANCE PLAN  
OPERATOR SERVICES AND DINING SERVICE SCHEDULE**

<b>WEEKLY BASIC RATE OF PAY - FULL-TIME EMPLOYEES</b>	<b>Supplemental Allowance WEEKLY PAYMENT</b>
\$	\$
00.01 - 10.00	1.80
10.01 - 20.00	3.60
20.01 - 30.00	5.40
30.01 - 40.00	7.20
40.01 - 50.00	9.00
50.01 - 60.00	10.80
60.01 - 70.00	12.60
70.01 - 80.00	14.40
80.01 - 90.00	16.20
90.01 - 100.00	18.00
100.01 - 110.00	19.80
110.01 - 120.00	21.60
120.01 - 130.00	23.40
130.01 - 140.00	25.20
140.01 - 150.00	27.00
150.01 - 160.00	28.80
160.01 - 170.00	30.60
170.01 - 180.00	32.40
180.01 - 190.00	34.20
190.01 - 200.00	36.00
200.01 - 210.00	37.80
210.01 - 220.00	39.60
220.01 - 230.00	41.40
230.01 - 240.00	43.20
240.01 - 250.00	45.00
250.01 - 260.00	46.80
260.01 - 270.00	48.60
270.01 - 280.00	50.40
280.01 - 290.00	52.20
290.01 - 300.00	54.00
300.01 - 310.00	55.80
310.01 - 320.00	57.60
320.01 - 330.00	59.40
330.01 - 340.00	61.20
340.01 - 350.00	63.00
350.01 - 360.00	64.80

Note: \* Average Weekly Basic Rate of Pay For Part-Time Employees.

APPENDIX D  
(Cont'd)

**SUPPLEMENTAL ALLOWANCE PLAN**  
**OPERATOR SERVICES AND DINING SERVICE SC-**

<b>* WEEKLY BASIC RATE OF PAY - FULL-TIME EMPLOYEES</b>	<b>Supplemental Allowance WEEKLY PAYMENT</b>
<b>\$</b>	<b>\$</b>
360.01 - 370.00	66.60
370.01 - 380.00	68.40
380.01 - 390.00	70.20
390.01 - 400.00	72.00
400.01 - 410.00	73.80
410.01 - 420.00	75.60
420.01 - 430.00	77.40
430.01 - 440.00	79.20
440.01 - 450.00	81.00
450.01 - 460.00	82.80
460.01 - 470.00	84.60
470.01 - 480.00	86.40
480.01 - 490.00	88.20
490.01 - 500.00	90.00
500.01 - 510.00	91.80
510.01 - 520.00	93.60
520.01 - 530.00	95.40
530.01 - 540.00	97.20
540.01 - 550.00	99.00
550.01 - 560.00	100.80
560.01 - 570.00	102.60
570.01 - 580.00	104.40
580.01 - 590.00	106.20
590.01 - 600.00	108.00
600.01 - 610.00	109.80
610.01 - 620.00	111.60
620.01 - 630.00	113.40
630.01 - 640.00	115.20
640.01 - 650.00	117.00
650.01 - 660.00	118.80
660.01 - 670.00	120.60
670.01 - 680.00	122.40
680.01 - 690.00	124.20

Note: \* Weekly Basic Rate of Pay For Part-Time Employees.

**SUPPLEMENTAL ALLOWANCE PLAN**  
**OPERATOR SERVICES A N D DINING SERVICE S C -**

<b>WEEKLY BASIC RATE OF PAY - FULL-TIME EMPLOYEES</b>	<b>Supplemental Allowance WEEKLY PAYMENT</b>
<b>\$</b>	<b>\$</b>
690.01 - 700.00	126.00
700.01 - 710.00	127.80
710.01 - 720.00	129.60
720.01 - 730.00	131.40
730.01 - 740.00	133.20
740.01 - 750.00	137.85
750.01 - 760.00	145.35
760.01 - 770.00	152.85
770.01 - 780.00	160.35
780.01 - 790.00	167.85
790.01 - 800.00	175.35
800.01 - 810.00	182.85
810.01 - 820.00	190.35
820.01 - 830.00	197.85
830.01 - 840.00	205.35
840.01 - 850.00	212.85
850.01 - 860.00	220.35
860.01 - 870.00	227.85
870.01 - 880.00	235.35
880.01 - 890.00	242.85
890.01 - 900.00	250.35
900.01 - 910.00	257.85
910.01 - 920.00	265.35
920.01 - 930.00	272.85
930.01 - 940.00	280.35
940.01 - 950.00	287.85
950.01 - 960.00	295.35
960.01 - 970.00	302.85
970.01 - 980.00	310.35
980.01 - 990.00	317.85
990.01 - 1000.00	325.35

Note: \* Average Weekly Basic Rate of Pay For Part-Time Employees.

**MEMORANDUM OF AGREEMENT BETWEEN**  
**BELL CANADA; HEREINAFTER DESIGNATED AS**  
**THE COMPANY**  
**AND**  
**COMMUNICATIONS, ENERGY AND**  
**PAPERWORKERS UNION OF CANADA**  
**REPRESENTING OPERATOR SERVICES AND**  
**DINING SERVICE EMPLOYEES;**  
**HEREINAFTER DESIGNATED AS THE UNION**

The above parties have agreed as follows:

1. (a) Either party may, by written notice given to the other at least **30** days but not more than **90** days prior to November **24, 1994**, require the other party to commence **collective** bargaining for the purpose of establishing the basic rates of pay that will apply for the period November **25, 1994** to November **24, 1995**. It is expressly understood that only the basic rates of pay and Article **35** which deals with Cost of Living Allowance are **subject** to revision by collective bargaining during **the** term of the collective agreement signed between the parties on January **5, 1994**.
- (b) Notwithstanding any article to the contrary in the collective agreement, when such notice has been given under this provision, it is expressly understood that the provisions of sections **71 through 89** of the Canada Labour Code are **available** to the parties.



2. During collective bargaining as referred to in paragraph 1 **above**, the issue of the closure of Operator Services offices **in** localities having a single Operator Services office shall form part of such discussions.

Signed at **Montréal** this **5th** day of January **1994**.

FOR THE  
COMPANY

FOR THE  
UNION

Thomas D. Mullins

Réjean D. Bercier

**MEMORANDUM OF AGREEMENT BETWEEN**  
**BELL CANADA; HEREINAFTER DESIGNATED AS**  
**THE COMPANY**  
**AND**  
**COMMUNICATIONS, ENERGY AND**  
**PAPERWORKERS UNION OF CANADA**  
**REPRESENTING OPERATOR SERVICES AND**  
**DINING SERVICE EMPLOYEES;**  
**HEREINAFTER DESIGNATED AS THE UNION**

1. The parties agree that any regular full-time or regular part-time employee who is pregnant, who is regularly scheduled to work with video display terminals (V.D.T.) and who does not wish to work with V.D.T.s during the remainder of her pregnancy may, subject to the conditions expressed in this Memorandum, elect either of the following 2 options:
  - A) Receive a leave of absence without pay to cover the period prior to which she is or would be entitled to a maternity leave of absence pursuant to Article 32 of the Collective Agreement between the parties dated January 5, 1994, hereinafter designated as the Collective Agreement, or
  - B) be assigned other work in the bargaining unit.

*3/2*

### Unpaid Leave of Absence

2. A) In order to be eligible to receive the leave of absence referred to in paragraph 1 A) the employee must complete and submit an application, with acceptable documentation certifying the pregnancy, and specifying the estimated date of delivery. The Company agrees that every effort will be made to expedite the **granting** of the leave of absence and in any case, **the implementation** of such a leave of absence will not be delayed for more than five days following the date of application for the leave of absence, unless a longer period is agreed to by the employee.
  - B) An employee who is on a leave of absence referred to in paragraph 1 A) and whose pregnancy is terminated shall be reinstated in the **position** occupied by her at the time such leave commenced, or in the position occupied by her at the time she first exercised an option under paragraph 1, whichever is the earlier. Such reinstatement shall be made within five days of a request by the employee.
3. In addition to **paragraph 2**, employees who are eligible to, and wish to apply for, a maternity leave of absence pursuant to **Article 32** of the Collective Agreement must do so in accordance with the provisions of that Article. (This means that an employee must make the application required in Article 32 of the Collective Agreement at the appropriate time during the leave of absence referred to in paragraph 1 A).)

#### Other Work Assignment

4. Employees who elect option **B)** shall be assigned other work in the bargaining unit in the following manner and sequence:

A) Operators

- First, to an existing operator job in the same office on a position which does not require the employee to work with a **V.D.T.**
- Second, to an existing operator job in another office on a position which does not require the employee to work with a **V.D.T.**

B) Employees, other than Operators

- First, to an **existing** job in her own office, at a comparable wage **level**, which does not require the employee to work with a **V.D.T.**
- Second, to an existing **job** in another office, at a comparable wage **level**, which does not require the employee to work with a **V.D.T.**
- Third, to an existing operator job in the same office on a position which does not require the employee to work with a **V.D.T.** In such a case, the **employee** shall not be entitled to a weekly **differential** for the period of the temporary assignment.

- Fourth, to an existing **operator** job in another office on a position which does not require the employee to work with a **V.D.T.** In such a case, the **employee** shall not be entitled to a weekly **differential** for the period of the temporary assignment.

For the purpose of assigning other work in the bargaining unit as outlined in A) and B) above, the employee being reassigned and any employee affected by that reassignment shall not be able to exercise their seniority rights as contained in Article 10 of the Collective Agreement to prevent the reassignment of a pregnant employee. Where it becomes necessary to displace an employee who is not pregnant, the Company agrees to seek volunteers in the affected location. But where there are no such volunteers the junior employee on a **non-V.D.T.** job in the affected office will be so displaced. The volunteer, or the junior employee so displaced will, **notwithstanding** any provision of the Collective Agreement, have priority over **912D** applications to return to the office from which she moved.

If, after following the sequence referred to above, an employee cannot be reassigned she may elect option A).

5. An employee who elects option B) shall be offered other work within the same classification in the bargaining unit within five working days of her election.

6. An employee who elects option **B)** and who is assigned to another office
  - A) foregoes her right to
    - i) apply for job postings in that office, and
    - ii) tour selection on the basic schedule (where applicable) in that office
  - B)** shall choose her vacation in her former office as if she still occupied her former position in that office;
  - C)** shall be eligible for promotion or reclassification to a non-V.D.T. job in her former office as if she still occupied her former position in that office.
7. The provisions of Article **16** (Technological Change) of the Collective Agreement shall not be applied to an **employee** who has elected option **B)** and has been moved to another office, where **a** Technological Change occurs at the office to which the employee has been temporarily assigned. They **will** apply, however, where the **technological** Change occurs at the office from which she has been temporarily assigned.
8. Article **22** of the Collective Agreement shall not apply to an employee temporarily assigned as a result of her electing option **B)**. The **Company** shall **provide** notice of such reassignment to **the Steward** at her former office and at her reassigned office.

9. An employee who elects option B), who is assigned to a new position and who is unwilling to commence **or to continue work in** her new position, may then elect either to stay in her original position or to exercise option A). If she elects option A) before reporting to her new position, she will stay in her original position until option A) takes effect.
10. An employee who elects option B) who wishes to resume her employment on expiration of her maternity leave shall be reinstated *in* the position occupied by her immediately prior to her reassignment rather than the "position occupied by her at the time such leave commenced" as specified in subsection 32.01 (e) of the Collective Agreement.

#### General

11. The parties agree that any **contestations** concerning the interpretation, administration or operation of this Memorandum shall be resolved by reference to the **grievance** and arbitration procedures set forth in the **Collective** Agreement.
12. The Company and the Union shall act in a fair and **reasonable** manner when carrying out the provisions of this Memorandum.
13. This Memorandum shall replace the Memorandum of Agreement **signed** on **February 11, 1991**, and shall remain in full **force** and effect **during** the term of the Collective Agreement.

Signed at Montreal this **5th** day of January, **1994**.

FOR THE  
COMPANY

FOR THE  
UNION

Thomas D. Mullins

Réjean D. Bercier



**Table of Weekly Rates  
and Hourly Equivalents**

Weekly Rate	Hourly Rate			
	7 3/4 Hr.	7 Hr.	6 1/2 Hr.	6 Hr.
359.32	9.273	10.266	11.056	11.977
373.95	9.650	10.684	11.506	12.465
375.95	9.702	10.741	11.568	12.532
396.28	10.227	11.322	12.193	13.209
401.43	10.359	11.469	12.352	13.381
406.82	10.499	11.623	12.518	13.561
407.01	10.503	11.629	12.523	13.567
407.29	10.511	11.637	12.532	13.576
414.34	10.693	11.838	12.749	13.811
422.06	10.892	12.059	12.986	14.069
422.81	10.911	12.080	13.010	14.094
428.09		12.231	13.172	14.270
428.44		12.241	13.183	14.281
442.75	11.426	12.650	13.623	14.758
443.54	11.446	12.673	13.647	14.785
448.62	11.577	12.818	13.804	14.954
467.53	12.065	13.358	14.386	15.584
469.29	12.111	13.408	14.440	15.643
469.99	12.129	13.428	14.461	15.666
476.60	12.299	13.617	14.665	15.887
478.33	12.344	13.667	14.718	15.944
491.26	12.678	14.036	15.116	16.375
502.63		14.361	15.466	16.754
507.33	13.092	14.495	15.610	16.911
523.94	13.521	14.970	16.121	17.465
524.13	13.526	14.975	16.127	17.471
526.88	13.597	15.054	16.212	17.563
543.41	14.023	15.526	16.720	18.114
546.97	14.115	15.628	16.830	18.232
555.88	14.345	15.882	17.104	18.529
559.78	14.446	15.994	17.224	18.659
569.95	14.708	16.284	17.537	18.998
586.52	15.136	16.758	18.047	19.551
603.23	15.567	17.235	18.561	20.108
647.96	16.722	18.513	19.937	21.599
652.22	16.831	18.635	20.068	21.741



**The following Letters of Intent are included in this agreement solely for the sake of convenience and shall not be construed as forming part of this Collective Agreement.**



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Bell

January 5, 1994

Mr. Réjean D. Bercier  
National Representative  
CEP

Subject: **Contracting Out**

Dear Mr. Bercier:

This is to confirm our understanding reached during bargaining for the renewal of the **Craft** and Services and Operator Services and Dining Service Employees **Collective** Agreements regarding the **issue** of contracting out.

**What** follows has been developed jointly in a **spirit** of cooperation and **trust** based on the **belief that there** is a **value** and benefit **to the** employee, the Company and the **customer** if:

- Employment security is enhanced by a productive, **healthy** and **cost** effective **organization**.
- While **striving to** provide employmen, security **to** regular employees, there is **an** improved understanding as **to why contractors are used**.
- **There is a greater** involvement by **employees** in **the** decision-making process.
- The Union and the Company work together and **act** responsibly balancing the interests of **the customer**, the Company and **the** employee regarding the issue of the **utilization** of **contractors**.

Based on **the** principles outlined above, **the** parties have agreed **to** establish **forums** for the exchange of information and **to** encourage consultation between **management** and **representatives** of the Union on issues **related to the contracting out** of work which may be performed by bargaining unit employees.

At least once **per** year, or **more** frequently where **agreed** to by both parties, an **Officer** of the Union (or their delegate) shall **meet** with a Tier A manager (who has bargaining unit **employees** in his **organization**) to discuss the broad principles **associated** with the contracting out issue **as** it pertains to the manager's **organization**.

Each **quarter**, or **more** frequently where **agreed** to by both parties, each Tier B manager shall meet with the **Local Union President** (representing bargaining unit employees in the Tier B manager's **organization**) to discuss **and** review **contracting out** activity **and concerns** within the manager's **organization**. The Tier B manager and the **Local Union President** may jointly **agree** to delegate, in **part** or in full, the **responsibility** for these **quarterly** meetings where, in their opinion, such delegation would result in **more** meaningful dialogue between the **parties**.

It is **agreed** that the meetings contemplated under this **letter** may be face-to-face, by **conference** call, **etc.**, **as** deemed appropriate by the individuals involved.

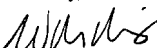
Although not **intended** to limit the scope of discussions **between** the **Local Union President** and Tier B manager (or their designates), **areas** which shall **be** reviewed include:

- Work contracted out by the manager's **organization** since the last meeting.
- Feedback on work which **was contracted** out (to highlight possible improvements or suggest **alternatives**).
- Work which is expected to **be contracted** out (with as much advance notice as practicable).
- Alternatives to the **contracting out** of work (e.g., **utilizing** part-time employees, qualified **Operator Services employees** in the case of Craft & **Services** work, **more** efficient **utilization** of available employees across **districts/departments**, etc.).

In discussions **related** to the contracting out of bargaining unit work, relevant considerations may include, but **are** not limited to, the **type** of work being contracted **out**, the availability of necessary skills **and equipment**, price and quality competitiveness, balancing out the amount of **work required to be performed**, etc.

**The parties** wish is that these forums encourage a growing and meaningful dialogue **at** the operating level of the Company on the issue of contracting **out**.

Yours **truly**,



**T.D. Mullins**  
**Director of Industrial Relations (CEP)**



Bell Canada  
1050, côte du Beaver Hall  
Montréal (Québec) H2Z 1S4  
(514) 870-1511

Bell

January 5, 1994

Mr. Réjean D. Bercier  
National Representative  
CEP

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

Dear Mr. Bercier:

This is to confirm our understanding regarding the above-mentioned subject and applicable to the Operator Services and Dining Service Employees Bargaining Unit.

Article 5

The Union and the Company underline the common understanding that paid time off for grievance handling includes:

- time for the Steward to meet the grievor,
- passing the grievance from one step to another which could involve a change of representative,
- some necessary discussions with the National Union office i.e. reasonable "handling" of a grievance,

but does **not** include:

- time for Union grievance committee meetings.
- time for on-site investigations by Union Stewards.

In summary, paid time is granted for a grievor and her Steward to consult. Reasonable handling of the grievance and face-to-face meetings with management. All other time is unpaid (OXP).

**Section 5.01** (Paid time to handle grievances)

The Company will encourage field managers to discuss required time off for grievance handling with the employee requesting such time to ensure that the necessary, reasonable amount of time is given, subject to service requirements.

If the manager decides the time is not reasonable, the employee may have only the authorized time and may exercise her right to grieve accordingly if not satisfied.

Once time has been approved by a manager, the code will not be changed at a later date.

Yours truly,



**T.D. Mullins**  
Director of Industrial Relations (CEP)

Bell

January 5, 1994

Mr. **Réjean D. Bercier**  
National Representative  
**CEP**

**Subject: Hours by Seniority**

Dear **Mr. Bercier**:

**This** is to outline **our understanding** regarding various aspects of assignment of **hours** by seniority and **its** application to **the Operator** Services and Dining Service employees bargaining **unit**.

1. **Initial Training**

a) **New Hires**

New hires will **receive** initial Wining **during** day hours as has **been** historically **done**.

b) **Cutover Training**

**For** the **purpose** of scheduling hours for cutover **training**, operators would **be** assigned training hours as much **as** possible according **to** their preferences. **For** example, if **an** operator's **preference** is day hours, mining will **be conducted** in a day class. **If** the operator's preference is evening, training will **be** conducted in **an** evening class

If **the training** time **exceeds one** week, hours would **be** assigned according **to** the following:

Example: Training lasts **7** days

**Week 1**

-Scheduled in accordance with the **hours of** the training class and operator's **preference** for day or evening work.

**Week 2**

First 2 days scheduled in accordance with the **hours of the training** class.

- Balance of the week **scheduled** in accordance with the operator's seniority in her former **office**.

**Week 3**

Scheduled in accordance with the method of assignment of hours in her **new office**.

2. **Subsequent Training**

**Subsequent** or follow-up **training** hours will **be** assigned according **to** the operator's seniority.

3. **First Aid**

**Operators** will **be** scheduled **to** First Aid **courses** according **to** the scheduled hours of **the** course, primarily **day** tours.

4. **EFCS, Operator Meetings, etc.**

These **types** of activities **where an operator may** spend **a** portion of the tour **at the board** will **be** assigned according **to** operator seniority.

**Operators** assigned **to any** duty for **the** entire length of a tour may be assigned hours **required** by **the** activity. However, **the** operators shall not be considered among **force** available, and **consequently** shall not **be** asked **to return** to the board for any **portion** of their **tour** except in a case of significant emergency.

Yours truly,



T.D. Mullins  
Director of Industrial Relations (CEP)

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1050, côte du Beaver Hall  
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(514) 870-1511

Bell

January 5, 1994

**Mr. Réjean D. Bercier**  
National Representative  
CEP

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

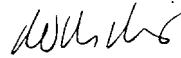
Dear Mr. Bercier:

This is to **outline our** understanding **regarding the utilization** by the Company of **Temporary and Part-Time employees** in the Craft and **Services and Operator Services and Dining Service bargaining units**.

It is **agreed that the** Company shall continue to inform the Union, on a **quarterly** basis, of available statistics regarding **the utilization** of Temporary and **Part-Time** employees in **both** Regions. **In addition**, the Vice-Resident (**Personnel Resources**) will review, on a quarterly basis, in **committee, within the** Company, the utilization of temporary and part-time employees. S/S/K

**Furthermore**, in order to **ensure a proper** mutual understanding of the Company's needs and of the Union's potential concerns, both parties will **meet in consultation**, twice a year, to review and discuss such **statistics** together with any **potential** problems associated with the status of **912B applicants**.

Yours truly,



**T.D. Mullins**  
Director of Industrial Relations (CEP)



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(514) 870-1511

Bell

January 5, 1994

Mr. Réjean D. Bercier  
National Representative  
CEP

Subject: Choice of Duties (**Dining Service Employees**)

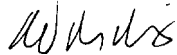
Dear Mr. Bercier:

This is to outline our understanding reached during bargaining for the renewal of the Collective Agreement applying to Operator Services and Dining Service employees, regarding the choice of duties by Dining Service employees.

The Company agrees to seek the job duty preferences of Dining Service employees and further agrees to attempt to accommodate the stated job duty preference when, in the opinion of the Company, the employee is able to perform the job.

However, in the case where the job preference of an employee has been accommodated, the Company retains the right to require that employee to perform such other duties as may be required.

Yours truly,



T.D. Mullins  
Director of Industrial Relations (CEP)





January 5, 1994

Bell

Mr. Réjean D. Bercier  
National Representative  
CEP

Subject: Freezing of Grievances

Dear Mr. Bercier:

This is to outline our understanding regarding the "freezing" of grievances" arising out of the interpretation of a provision of the Operator Services and Dining Service Collective Agreement.

Following the Company's reply at Step 3, to at least one grievance on the issue being considered for freezing, a National Representative of the Union and the appropriate Director - Industrial Relations (CEP) shall work out the specific procedure in each instance which must contain at least the following elements:

- a) Following mutual agreement to implement the "freeze" procedure, all grievances already heard at Step 1 of the grievance procedure and those which may be submitted and heard at Step 1 during the "freeze" period which deal with the same provision of the Collective Agreement and substantially the same matter as the grievance which triggered the "freeze" shall be immediately referred to Step 3 and frozen at that step. A method to identify such cases shall be determined by the National Representative of the Union and the appropriate Director - Industrial Relations (CEP).
- b) Where no agreement is reached with respect to the referral of a grievance to Step 3, in accordance with this procedure, it shall be processed through the normal grievance procedure, as contained in Article 14 of the Collective Agreement.
- c) Where a National Representative of the Union believes that a grievance concerns an issue which has not been "frozen", the grievance shall be referred to the appropriate step of the grievance procedure. The normal time limits shall apply and commence on the date on which the local Union Representative refers the grievance to the appropriate manager.

- d) The National Union shall **then** choose one representative case which will be **submitted to arbitration** in accordance with **Article 15** of the Collective Agreement
  - e) The grievance **frozen a. Step 3** shall **remain** frozen until **30** days have elapsed **from the receipt by the panics of the final** arbitration award in respect of the representative **case referred to** arbitration as provided in paragraph **d), a.** which **time**
    - i) **the parties** shall **meet** as **early** as possible **to** deal conclusively with those **grievances**. It is **understood** that **the arbitration** award just referred to does **no. determine the outcome** of the other grievances unless **the parties** agree;
- AND**
- ii) **the 30** calendar day **time limit for referring a** grievance **to arbitration** expressed in **Article 15** commences **to run**.
  - f) The **normal time limits prescribed** in **Article 14** of the **Collective** Agreement for submitting a **grievance to Step 1** of the **grievance procedure** shall **be respected**.
  - g) The Union and **the Company** shall **be** responsible for informing their respective **Stewards** and managers of **the existence** of a **"freeze"** and of its **nature**.

Yours truly,



**T.D. Mullins**  
**Director of Industrial Relations (CEP)**

Bell Canada  
1050, côte du Beaver Hall  
Montréal (Québec) H2Z 1S4  
(514) 670-1511

Bell

January 5, 1994

Mr. Réjean D. Bercier  
National Representative  
CEP

Subject: **Assignment of Hours of Work - Part-Time  
(Regular and Temporary) Employees**

Dear Mr. Bercier:

This is to outline our understanding regarding the assignment of hours of work among Part-Time (Regular and Temporary) employees of the Operator Services and Dining Service employees bargaining unit.

**Initial Assignment of Hours of Work**

At the time of the initial assignment of hours and provided there are available work positions, the following procedure shall apply within each office or system, as applicable:

All Part-Time employees shall be assigned one half-day of work per week. The remaining hours shall be assigned equally among the available Regular Part-Time employees, up to a maximum of five days of work per week per employee prior to assigning more than the minimum of one half-day of work per week to Temporary Part-Time employees.

SB  
A

**Assignment of Additional Hours of Work**

Subsequent to the posting of the initial assignment of hours and provided there are available work positions, the following procedure shall apply within each office:

- Additional available hours shall be offered, up to a maximum of five days of work per week per employee, to the available Regular Part-Time employees, in order of seniority on a rotational basis.
- In cases where Regular Part-Time employees are already working or are unavailable to work, the available hours remaining shall be offered equally among the Temporary Part-Time employees in the office.

Yours truly,



**T.D. Mullins**  
Director of Industrial Relations (CEP)

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1050, côte du Beaver Hall  
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(514) 870-1511

Bell

January 5, 1994

Mr. Réjean D. Bercier  
National Representative  
CEP

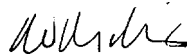
**Subject: Vacation Pay Adjustment and Pay in Lieu of Vacation -  
Temporary Employees**

Dear Mr. Bercier:

This is to outline our understanding regarding Vacation Pay Adjustment (VPA) and Pay in Lieu of Vacation (PILV) for Temporary employees in the Operator Services and Dining Service bargaining unit.

It is agreed that entitlement to VPA and PILV for Temporary employees shall be calculated in accordance with sections 21.13 (c) (i) and 21.20, respectively.

Yours truly,



T.D. Mullins  
Director of Industrial Relations (CEP)



Bell

January 5, 1994

**Mr. Réjean D. Bercier**  
National Representative  
CEP

Subject: **Interpretation of Subsections 22.20 (a) and 22.20 (d)**

**Dear Mr. Bercier:**

This is to **outline our** understanding regarding subsections **22.20 (a)** and **22.20 (d)** of **the Operator** Services and Dining Service employees Collective Agreement.

1. **With regard to subsection 22.20 (a), the expression "meets job requirements" shall mean that the employee is meeting the basic requirements of her job and is not during a period in which she is to effect improvement pursuant to section 13.08.**
2. **With regard to subsection 22.20 (d), it is understood that job qualifications will bear a reasonable relationship to the requirements of the job opening and it is further understood that qualifications for jobs of the same type will not be dissimilar. In general, an Operator is qualified for other Operators' positions providing the work is substantially similar.**

Yours **truly,**



**T.D. Mullins**  
Director of Industrial Relations (CEP)





Bell Canada  
1050, cote du Beaver Hall  
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(514) 870-1511

January 5, 1994

Bell

Mr. Réjean D. Bercier  
National Representative  
CEP

Subject: **New Ventures - Operator Services**

Dear Mr. Bercier:

This is to confirm our understanding reached during bargaining for the renewal of the Operator Services cod Dining Service Employees Collective Agreement relative to the implementation and administration of New Ventures involving Operator Services employees.

Both parties agree on the following understanding:

**Notice of a New Venture**

Prior to the implementation of a New Venture, written notification shall be given to the Union Representative in the affected office. Such notice shall contain a description of the New Venture, its duration, the approximate number of people involved and any particular requirements of the project.

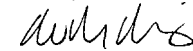
**Assignment Process**

Managers shall seek volunteers among employees in the affected office for participation in New Ventures. Volunteers who possess the particular requirements for a New Venture shall constitute the list from which employees shall be assigned on a rotational basis so that all such volunteers have an opportunity to participate in New Ventures.

**Pregnant Volunteers - Non-VDT New Ventures**

Where a non-VDT New Venture is implemented, a pregnant employee on the list of volunteers within the affected office shall be assigned these duties while they are available, during the term of her pregnancy, as long as she remains at work. It is understood that once the non-VDT New Venture is completed, the employee will return to her previous position.

Yours truly,



T.D. Mullins  
Director of Industrial Relations (CEP)



Bell Canada  
1050, côte du Beaver Hall  
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(514) 870-1511

Bell

January 5, 1994

Mr. Réjean D. Bercier  
National Representative  
CEP

Subject: Pay Equity

Dear Mr. Bercier:

This is to confirm the Company's offer made during bargaining for the renewal of the Operator Services and Dicing Service Employees Collective Agreement regarding Pay Equity.

There will be an adjustment made to salaries, for the purposes of pay equity, effective September 18, 1994. This adjustment will be the equivalent of an increase of 1% to the basic wage rates in effect at the time the adjustment is made. The parties agree to meet to determine an equitable arrangement for the adjustment to salaries.

Yours truly,

T.D. Mullins  
Director of Industrial Relations (CEP)



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January 5, 1994

Mr. Réjean D. Bercier  
National Representative  
CEP

Subject: Workforce Diversity

Dear Mr. Bercier:

**This is to confirm our understanding reached during bargaining for the renewal of the Operator Services and Dining Service employees, and Craft and Services Employees Collective Agreements regarding Workforce Diversity (including Employment Equity).**

**Shared Vision**

**The Company and the Union recognize the need to achieve equality in the workplace so that all employees are treated with dignity and respect, are free from harassment, and are provided the opportunity to achieve their full potential.**

**This means that women, aboriginal peoples, persons with disabilities and persons who are, because of their race or colour, in a visible minority in Canada may require the implementation of special measures and accommodation to overcome unintentional discrimination. In a similar vein, the Company and the Union recognize the need for greater awareness and acceptance of the diversity of our workforce.**

### **Establishment of Joint Committees**

**The parties agree to work together to share the responsibility for dealing with workforce diversity issues in pursuit of the shared vision. A Corporate Committee is established and mandated to oversee the development of programs and policies for implementation and follow-up by two provincial Committees. The Committees are further mandated to establish the interests, determine the viability and operability of workforce diversity policies, and prioritize action items. It is recognized that the Company may, in certain circumstances, operate outside the structure of the Joint Committees in view of its obligations as required by legislation, regulation or similar authority.**

Decisions of the Committees are to be achieved jointly by consensus with a view to promoting, to the fullest extent practicable, the active involvement of employees, union representatives, and managers at the operating level of the Company.

Within the terms of reference expressed above, the Committees should explore issues of common interest, such as, but not limited to, the following:

- The Company and Union will consult on policy issues related to Employment Equity legislation and seek the input of the Corporate Committee on the implementation of guidelines (e.g., Employment Equity goals and timeables required of the employer under the Employment Equity Act; the development and implementation of special measures to promote the integration of the four (4) designated groups).
- The joint development and subsequent implementation of winning strategies and educational programs dealing with issues associated with diversity, equity and human rights. Joint (Company-Union) leadership of harassment sensitivity training is strongly encouraged.
- The Company and CEP members of the Committees should specifically explore measures designed to facilitate the placement of female employees from the Operator Services and Dining Service bargaining unit into male-dominated positions in the Craft and Services bargaining unit. The criteria for qualifications of the employees who will be part of any special measure aimed at qualifying employees for non-traditional opportunities are not to be dissimilar to those established by former Joint Committees unless sanctioned by the Corporate Committee.
- The feasibility of utilizing qualified designated group candidates awaiting permanent placements for temporary or supplemental work opportunities in desired occupations.
- The development and implementation of on-going support mechanisms for persons placed into jobs through special measures.

- . **The** provision of aids and assistance for job information and guidance
- **The review of qualifications, as deemed appropriate by the Corporate Committee, to ensure that they are work related and do not present an illegal barrier to achieving equality in the workplace.**
- . The development and **implementation of a** policy regarding **return to** former position.

**Structure of the Joint Committees**

**The structure of the** Joint Committees is **a reflection of the** parties' mutual recognition **that the shared** vision can only be achieved by **joint effort at the** operating level of **our organizations** with **strong** and visible **support from the** officers of **the** Union and senior **management** of the Company.

**The composition of the provincial Committees shall be:**

Ontario: Five (5) Company and five (5) Union **representatives.**  
 Québec: Five (5) Company and five (5) Union **representatives.**

Company representatives shall be Tier B managers (or equivalent) and all but **one on each Committee are to be drawn from organizations** which include bargaining unit employees.

**There shall be one (1)** National Representative of **the** Union on each Committee, with remaining **representatives** being employees of **the** Company acting for constituencies **as determined** by **the** Union.

**The composition of the Corporate Committee shall be:**

Six (6) Company and four (4) Union **representatives.**

**At least three (3) of the** Company **representatives** shall **be** Tier A **managers** (or equivalent) representing **Bell Québec**, Bell Ontario, and Corporate groups. Each provincial Committee will **send** one Company representative to sit on **the** Corporate Committee. The sixth Company representative will **be** a **Tier B** Corporate Personnel Manager.


**Two (2) of the** Union representatives shall **be** Officers of the Union **representing Québec** and Ontario. Each provincial Committee will send one Union representative to sit on **the** Corporate **Committee.**

**Schedule and Reporting**

The Corporate **Committee** shall **convene** its first **meeting** within **three (3)** months, and the provincial **Committees** within six **(6) months**, following the signing of the two **Collective Agreements** and will **thereafter** jointly determine the frequency of subsequent meetings.

The Corporate **Committee** will issue an **annual report**, beginning in **1995**, reviewing the activities of the Joint Committees on **Workplace** Diversity.

Yours truly,



**T.D. Mullins**  
Director of Industrial Relations (CEP)



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Bell

January 5, 1994

Mr. Réjean D. Bercier  
National Representative  
CEP

**Subject:** Office Consolidations, Centralizations and Closures.

**Dear Mr. Bercier:**

**This is to confirm our understanding reached during bargaining for renewal of the Operator Services and Dining Service Employees and Craft and Services Employees Collective Agreements regarding office consolidations, centralizations and closures.**

As soon as possible after learning of a potential office consolidation, centralization or closure, the Director Industrial Relations undertakes to meet with the appropriate National Officer of the Union, or their delegate, in order to initiate local meetings between management and union representatives to consult on the impact of the consolidation, centralization or closure on employees and to explore the options available and possible alternatives to deal with the situation. To the extent possible, a standardized approach should be developed by the parties as a response to such situations.

Yours truly,



**T.D. Mullins**  
Director of Industrial Relations (CEP)



**Aurèle C. Quenneville**  
Director of Benefits  
Bell Canada  
1050, côte du Beaver Hall, bur. 610A  
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Telephone: (514) 870-7424  
HS: AQuennev

Bell

January 5, 1994

Mr. **Réjean D. Bercier**  
National Representative  
CEP

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Dear Mr. **Bercier**:

This will **confirm** that for employees covered by the Operator Services and Dining Service and **Craft** and Services Collective Agreements, the **terms** and conditions of the plans mentioned **below** provide the following level of benefits rather than those published in **the current** Company **benefits brochures**.

**Dental Plan**

The 1990 Ontario and Québec Dental **Fee** Guides apply.

**Comprehensive Medical Expense (CME) Plan**

**Professional Services:**

- For employees residing in **Québec**:

The annual maximum reimbursement for expenses incurred **for the** services of a chiropractor is **\$300**.

- For employees residing in Ontario:

An annual maximum reimbursement of **\$100** for **expenses incurred for** the **services** of a chiropractor is applicable **after the maximum amount** allowed by **OHIP** has been used up.

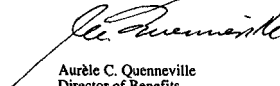
**SDB/ADB**

Benefits for **part-time employees** will be based on the average weekly basic rate of pay during **the 52 week period** preceding **the** absence.

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**Survivor Protection Program**

Sun Life of Canada, the insurer of the Basic Group Life Plan of the Survivor Protection Program will, upon application by the employee who qualifies, pay a terminally ill living benefit out of the employee's coverage under the Basic Group Life Plan. Sun Life of Canada shall develop and apply its own criteria for advancing a terminally ill living benefit. Depending on the circumstances, this benefit could represent up to 50% of the employee's coverage under the Basic Group Life Plan. It will also be subject to a maximum established by Sun Life.



Aurèle C. Quenneville  
Director of Benefits